

City Council

Agenda

**Tuesday, June 2, 2015
City Hall, Council Chambers
749 Main Street
7:00 PM**

Note: The time frames assigned to the agenda items are estimates for guidance only. Agenda items may be heard earlier or later than the listed time slot.

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. Approve Resolution No. 32, Series 2015 - A Resolution Approving a Parking Lot Lease Agreement by and between the City of Louisville and Kokoplaza Partners, LLC

C. Approve Resolution No. 33, Series 2015 –A Resolution Approving a Business Assistance Agreement with Fresca Foods, Inc. for an Economic Development project in The City of Louisville

D. Approve Resolution No. 34, Series 2015 –A Resolution Approving a Business Assistance Agreement with Hope Foods, LLC for an Economic Development Project in the City of Louisville

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.

City of Louisville

City Council *749 Main Street* *Louisville CO 80027*
303.335.4533 (phone) *303.335.4550 (fax)* *www.louisvilleco.gov*

- E. Approve Resolution No. 35, Series 2015 – A Resolution Approving a Business Assistance Agreement with Aquahydrex, Inc. for an Economic Development Project in the City of Louisville

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

7:10 – 7:15 pm

A. RON AND JOHN SACKETT DAY PROCLAMATION

- Presentation

7:15 – 8:15 pm

B. REVIEW AND CONFIRMATION OF ALTERNATIVE LAND USE SCENARIOS AND MAIN STREET AND CENTENNIAL DRIVE INTERSECTION ALIGNMENTS TO BE STUDIED AS PART OF THE SOUTH BOULDER ROAD SMALL AREA PLAN -
Continued from 5/19/15

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

8:15 – 8:35 pm

C. QUESTIONS FOR MCCASLIN BOULEVARD SMALL AREA PLAN SURVEY – *Continued from 03/17/2015 & 5/19/15*

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

8:35 – 8:55 pm

D. REVIEW AND ENDORSEMENT OF OPPORTUNITIES/ CONSTRAINTS ANALYSIS AND MEASURES OF SUCCESS FOR MCCASLIN BOULEVARD SMALL AREA PLAN

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

8:55 – 9:00 pm

E. DELO PLAZA – STAFF REQUESTS CONTINUANCE TO 07/14/2015

1. ORDINANCE NO. 1693, SERIES 2015 – AN ORDINANCE APPROVING A REZONING OF A 3.9-ACRE PARCEL OF LAND LOCATED AT 1055 COURTESY ROAD FROM CITY OF LOUISVILLE INDUSTRIAL (I) ZONING TO CITY OF LOUISVILLE COMMUNITY-COMMERCIAL (CC) AND CITY OF LOUISVILLE MIXED-USE RESIDENTIAL (MU-R) FOR THE DEVELOPMENT OF DELO PLAZA – 2nd Reading – Public Hearing – Advertised *Daily Camera* 05/24/2015

- 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. RESOLUTION NO. 36, SERIES 2015 – A RESOLUTION APPROVING A FINAL PLAT, FINAL PLANNED UNIT DEVELOPMENT (PUD), AND SPECIAL REVIEW USE (SRU) FOR THE REDEVELOPMENT OF A 3.9 ACRE PROPERTY WITHIN THE CORE PROJECT AREA REFERRED TO AS DELO PLAZA AND INCLUDING THE ADDITION OF APPROXIMATELY 19,308-23,000 SQ. FT. OF COMMERCIAL SPACE

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

9:00– 9:30 pm

F. ORDINANCE NO. 1691, SERIES 2015 – AN ORDINANCE AMENDING TITLE 17 OF THE LOUISVILLE MUNICIPAL CODE TO DEFINE LIVE-WORK USES AND ALLOW THEIR DEVELOPMENT IN THE MIXED USE ZONE DISTRICTS AND DOWNTOWN LOUISVILLE – 2nd Reading – Public Hearing – Advertised *Daily Camera* 05/10/2015

- 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

9:30 – 9:40 pm

G. 2015 STREET RESURFACING PROJECT AND 2015 CONCRETE REPLACEMENT PROJECT

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

9:40 – 9:50 pm

H. CONSTRUCTION SERVICES AGREEMENT WITH GLACIER CONSTRUCTION COMPANY FOR THE ELDORADO SPRINGS RAW WATER INTAKE

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

9:50 – 9:52 pm

I. ORDINANCE NO. 1695, SERIES 2015 – AN ORDINANCE APPROVING A LEASE PURCHASE AGREEMENT WITH ALPINE BANK FOR 145.89 KILOWATT CAPACITY OF COMMUNITY SOLAR WITH CLEAN ENERGY COLLECTIVE – 1ST Reading - Set Public Hearing 07/14/2015

- 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: 90470 Period: 05/21/15

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	
11298-1	DELTA DENTAL OF COLORADO					
	DELTA0615	#007562-0000 JUN 15 EMPL PREM	05/20/15	06/19/15	13,546.03	13,546.03
6455-1	KAISER PERMANENTE					
	0017340561	05920-01-16 JUN 15 EMPL PREM	05/07/15	06/06/15	130,525.67	130,525.67
3735-1	PETTY CASH - BARB KELLEY					
	051915	PETTY CASH FRONT DESK	05/19/15	06/18/15	216.90	
	051915	PETTY CASH FRONT DESK	05/19/15	06/18/15	100.00	
	051915	PETTY CASH FRONT DESK	05/19/15	06/18/15	7.45	
	051915	PETTY CASH FRONT DESK	05/19/15	06/18/15	50.00	374.35
700-1	PRAIRIE MOUNTAIN PUBLISHING LLP					
	446412	APR 15 PUBLIC NOTICES	04/30/15	05/30/15	3,109.70	
	446412	APR 15 PUBLIC NOTICES	04/30/15	05/30/15	347.94	
	446412	APR 15 PUBLIC NOTICES	04/30/15	05/30/15	135.66	
	446412	APR 15 PUBLIC NOTICES	04/30/15	05/30/15	20.58	3,613.88
11094-1	WESTERN DISPOSAL SERVICES					
	050115RES	APR 15 RESIDENTIAL TRASH SERV	05/01/15	05/31/15	117,373.82	117,373.82
3875-1	XCEL ENERGY					
	455782038	APR 15 GROUP ENERGY	05/07/15	06/06/15	24,098.43	
	455782038	APR 15 GROUP ENERGY	05/07/15	06/06/15	1,339.40	
	455782038	APR 15 GROUP ENERGY	05/07/15	06/06/15	8,697.90	
	455782038	APR 15 GROUP ENERGY	05/07/15	06/06/15	16,043.52	
	455782038	APR 15 GROUP ENERGY	05/07/15	06/06/15	4,011.03	54,190.28
11081-1	XEROX FINANCIAL SERVICES LLC					
	310694	MAY 15 COPIER LEASE	05/04/15	06/03/15	990.00	990.00
BANK TOTAL PAYMENTS					320,614.03	320,614.03
GRAND TOTAL PAYMENTS					320,614.03	320,614.03

City of Louisville
 Cash Disbursement Edit List

Batch: 90525 Period: 06/02/15

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	
13547-1	A G WASSENAAR INC					
	246245	GEOTECH SERVICES	01/09/15	02/08/15	515.00	
	249715	GEOTECH TESTING SERVICES	04/23/15	05/23/15	969.50	1,484.50
13969-1	A-MAC UNDERGROUND INC					
	3396	FIBER LOCATE	05/11/15	06/10/15	225.00	225.00
1006-1	ALL CURRENT ELECTRIC INC					
	3219	TENNIS COURT LIGHTING	05/06/15	06/05/15	604.61	
	3220	RV DUMP TRANSFORMER	05/06/15	06/05/15	570.49	
	3222	ELECTRICAL WORK GCC	05/06/15	06/05/15	412.28	
	3227	INSTALL LIGHTS LRC	05/12/15	06/11/15	422.50	2,009.88
13537-1	AMY LUMMUS					
	032815	JULY 4TH HENNA PAINTING	03/28/15	04/27/15	250.00	250.00
1192-3	ARBOR OCCUPATIONAL MEDICINE					
	8414	IMPAIRMENT PRESENTATION	04/20/15	05/20/15	300.00	300.00
13840-1	ARCHITECTURAL ENGINEERING DESIGN GROUP INC					
	2839.00-02	DT PARKING LIGHTING DESIGN	04/29/15	05/29/15	290.00	
	2939.00-01	DT PARKING LIGHTING DESIGN	03/27/15	04/26/15	2,610.00	2,900.00
12891-1	BARGREEN ELLINGSON INC					
	2101338671	HOBART DISHWASHER RSC	05/08/15	06/07/15	5,701.78	5,701.78
11605-1	BOBCAT OF THE ROCKIES LLC					
	11202090	BOBCAT SKID-STEER LOADER	05/08/15	06/07/15	65,125.00	65,125.00
7739-1	BOULDER COUNTY					
	10954	MAY DRUG TASK FORCE FEES	05/01/15	05/31/15	257.00	257.00
7706-1	BRANNAN SAND & GRAVEL CO LLC					
	138469	ASPHALT	04/29/15	05/29/15	43.58	
	138925	ASPHALT	05/06/15	06/05/15	135.49	
	139058	ASPHALT	05/07/15	06/06/15	85.87	
	139170	ASPHALT	05/11/15	06/10/15	86.30	
	139243	ASPHALT	05/12/15	06/11/15	186.72	
	139332	ASPHALT	05/13/15	06/12/15	159.21	
	139463	ASPHALT	05/14/15	06/13/15	86.30	
	139471	ASPHALT	05/14/15	06/13/15	143.87	927.34
13994-1	BRYAN CONSTRUCTION INC					
	PP06033115	CITY SERVICES FACILITY	03/31/15	04/30/15	315,353.75	
	PP06033115	CITY SERVICES FACILITY	03/31/15	04/30/15	315,353.75	
	PP06033115	CITY SERVICES FACILITY	03/31/15	04/30/15	315,353.75	
	PP06033115	CITY SERVICES FACILITY	03/31/15	04/30/15	315,353.74	1,261,414.99
10900-1	CAROL CREECH					
	050615	REIMBURSE NON-RES EXPAND FEES	05/06/15	06/05/15	163.00	163.00

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Vendor/ Remit#	Invoice Number	Description	Invoice Date	Due Date	Invoice Amount	Check Amount
248-1	CDW GOVERNMENT					
	VM20797	CHAMBER PROJECTOR LAMP	05/14/15	06/13/15	484.95	
	VM55144	CHAMBER PROJECTOR LAMP	05/15/15	06/14/15	484.95	969.90
935-1	CENTENNIAL PRINTING CO					
	57364	BUSINESS CARDS	05/07/15	06/06/15	156.50	156.50
980-1	CENTURY CHEVROLET INC					
	45010090	SPRING UNIT 5315	05/01/15	05/31/15	2.46	2.46
1005-1	CHEMATOX LABORATORY INC					
	16731	DUID BLOOD TEST	05/16/15	06/15/15	330.00	330.00
11467-1	CLEAR CREEK CONSULTANTS INC					
	1673	COAL CREEK MONITORING	05/02/15	06/01/15	625.00	625.00
13260-1	CLIFTON LARSON ALLEN LLP					
	1053597	UTILITY BILLING SERVICES	05/15/15	06/14/15	1,132.95	
	1053597	UTILITY BILLING SERVICES	05/15/15	06/14/15	5,497.95	
	1053597	UTILITY BILLING SERVICES	05/15/15	06/14/15	582.00	
	1053597	UTILITY BILLING SERVICES	05/15/15	06/14/15	873.00	8,085.90
14087-1	CNA SURETY					
	050815	#71534323 NOTARY POLICY	05/08/15	06/07/15	255.00	255.00
1245-1	COLORADO MOSQUITO CONTROL INC					
	15-3884	MAY 15 MOSQUITO CONTROL SERV	05/15/15	06/14/15	1,280.56	
	15-3884	MAY 15 MOSQUITO CONTROL SERV	05/15/15	06/14/15	236.69	1,517.25
11454-1	COMPRISE TECHNOLOGIES INC					
	1505-4067	TRUSTWAVE INTERNET FILTER	05/13/15	06/12/15	3,122.00	3,122.00
13370-1	CRIBARI LAW FIRM, PC					
	052115	PROSECUTING ATTORNEY	05/21/15	06/20/15	4,966.50	4,966.50
1837-1	CRISTI GORDANIER					
	1501TR	TUITION REIMBURSEMENT	05/13/15	06/12/15	486.68	486.68
1485-1	CUSTOM FENCE & SUPPLY INC					
	29690	SPORTS COMPLEX FENCING	04/20/15	05/20/15	5,866.98	5,866.98
13929-1	DHE COMPUTER SYSTEMS LLC					
	90746	LAPTOP GC	05/12/15	06/11/15	1,836.00	1,836.00
13950-1	DIAZ CONSTRUCTION GROUP					
	PP1050815	SANITARY SEWER REPLACEMENT	05/11/15	06/10/15	5,415.00	5,415.00
13790-1	EAGLE-NET ALLIANCE					
	10616	MAY 15 INTERNET SERVICE	05/04/15	06/03/15	870.20	870.20
13963-1	ENSCICON CORPORATION					
	87577	ENGINEERING SERV TOWNSEND	05/12/15	06/11/15	56.92	
	87577A	ENGINEERING SERV TOWNSEND	05/12/15	06/11/15	227.68	
	87577B	ENGINEERING SERV TOWNSEND	05/12/15	06/11/15	739.96	
	87577C	ENGINEERING SERV TOWNSEND	05/12/15	06/11/15	170.76	

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Vendor/ Remit#	Invoice Number	Description	Invoice Date	Due Date	Invoice Amount	Check Amount
	87577D	ENGINEERING SERV TOWNSEND	05/12/15	06/11/15	341.52	
	87577E	ENGINEERING SERV TOWNSEND	05/12/15	06/11/15	341.52	
	87577F	ENGINEERING SERV TOWNSEND	05/12/15	06/11/15	56.92	
	87577G	ENGINEERING SERV TOWNSEND	05/12/15	06/11/15	56.92	
	87629	ENGINEERING SERV TOWNSEND	05/19/15	06/18/15	626.12	
	87629A	ENGINEERING SERV TOWNSEND	05/19/15	06/18/15	313.06	
	87629B	ENGINEERING SERV TOWNSEND	05/19/15	06/18/15	199.22	
	87629C	ENGINEERING SERV TOWNSEND	05/19/15	06/18/15	170.76	
	87629D	ENGINEERING SERV TOWNSEND	05/19/15	06/18/15	170.76	
	87629E	ENGINEERING SERV TOWNSEND	05/19/15	06/18/15	170.76	
	87629F	ENGINEERING SERV TOWNSEND	05/19/15	06/18/15	569.20	4,212.08
6761-1	FARIS MACHINERY CO					
	ESA001046-1	ASPHALT ROLLER UNIT 3215	05/01/15	05/31/15	14,670.00	14,670.00
1970-1	FEDEX					
	5-031-97460	PD EMPLOYMENT TESTS	05/14/15	06/13/15	46.74	46.74
13916-1	FERGUSON WATERWORKS					
	827536	METER PITS & ACCESSORIES	05/13/15	06/12/15	1,770.00	1,770.00
2070-1	FLOOD & PETERSON INSURANCE INC					
	11428	WORKERS COMP PREMIUM 5 OF 10	05/18/15	06/17/15	15,783.00	15,783.00
12819-1	FRANCOTYP-POSTALIA INC					
	RI102398680	POSTAGE METER RESETS LRC	05/04/15	06/03/15	95.85	95.85
10623-1	FRONT RANGE LANDFILL INC					
	38044	LANDFILL FEES	04/30/15	05/30/15	1,753.90	1,753.90
13098-1	G4S SECURE SOLUTIONS INC					
	7365268	BAILIFF SERVICES 5/4/15	05/10/15	06/09/15	110.00	110.00
6847-1	GENERAL AIR SERVICE & SUPPLY					
	91470276-1	CYLINDER RENTAL SHOPS	04/30/15	05/30/15	71.45	71.45
11214-1	GRAYLING					
	P006195	MAY 15 PROFESSIONAL SERVICES	05/07/15	06/06/15	2,500.00	2,500.00
13989-1	HORIZON VEGETATION MANAGEMENT					
	22095	NOXIOUS WEED CONTROL	05/20/15	06/19/15	3,083.35	
	22099	NOXIOUS WEED CONTROL	05/20/15	06/19/15	3,639.40	6,722.75
13628-1	I/O SOLUTIONS INC					
	C34217A	POLICE OFFICER TESTING	05/14/15	06/13/15	1,012.00	
	C34275A	POLICE OFFICER TESTING	05/21/15	06/20/15	25.00	1,037.00
14089-1	INDIGO WATER GROUP LLC					
	1497	SLUDGE PROCESS COURSE ELKINS	05/07/15	06/06/15	645.00	645.00
11267-1	INSIDE OUT HEALTH AND FITNESS					
	1510026-2	CONTRACTOR FEES TABATA	05/11/15	06/10/15	336.00	336.00
13346-1	ISS FACILITY SERVICES DENVER					

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Vendor/ Remit#	Invoice Number	Description	Invoice Date	Due Date	Invoice Amount	Check Amount
	880510	MAY 15 JANITORIAL SERVICES	05/13/15	06/12/15	17,943.20	
	880510	MAY 15 JANITORIAL SERVICES	05/13/15	06/12/15	606.06	
	880510	MAY 15 JANITORIAL SERVICES	05/13/15	06/12/15	143.43	18,692.69
9877-1	J-8 EQUIPMENT COMPANY INC					
	185784	FUEL CARDS UNIT 5376	05/05/15	06/04/15	20.64	
	185835	FUEL CARDS UNITS 3214 & 3215	05/08/15	06/07/15	30.33	50.97
14053-1	JCG TECHNOLOGIES					
	4746	FOOT CONTROL PEDAL/HEADSETS	05/11/15	06/10/15	114.00	114.00
2780-1	KAISER LOCK & KEY SERVICE INC					
	101818	CHANGE SAFE COMBINATION GCC	05/13/15	06/12/15	105.00	105.00
14049-1	KATHLEEN VALENTINE					
	050515	1101 GRANT STRUCTURE ASSESSMEN	05/05/15	06/04/15	900.00	900.00
2360-1	LIGHT KELLY, PC					
	050815	LEGAL SERVICES 4/1-4/30/15	05/08/15	06/07/15	23,855.25	
	050815	LEGAL SERVICES 4/1-4/30/15	05/08/15	06/07/15	144.00	
	050815	LEGAL SERVICES 4/1-4/30/15	05/08/15	06/07/15	1,902.70	
	050815	LEGAL SERVICES 4/1-4/30/15	05/08/15	06/07/15	2,268.00	28,169.95
3070-1	LL JOHNSON DISTRIBUTING CO					
	1680996-00	48" MOWER	04/28/15	05/28/15	7,380.19	
	1681216-00	RECYCLER KIT	04/24/15	05/24/15	216.36	7,596.55
14068-1	MAC EQUIPMENT INC					
	74638	SPRAY & SPREADER UNIT	05/08/15	06/07/15	7,538.75	7,538.75
11072-1	MERRICK AND COMPANY					
	139810	ELDORADO RAW WTR INTAKE DESIGN	04/27/15	05/27/15	11,025.31	
	139810A	ELDORADO CONSTRUCTION MGMT	05/27/15	06/26/15	7,927.07	18,952.38
8	JAVA MARKETING					
	041415	REFUND AC RENTAL FEES	04/14/15	05/14/15	140.00	140.00
10	PREMIER EARTHWORKS					
	943	BULK WATER METER REFUND	05/12/15	06/11/15	1,120.73	1,120.73
6	KEAKA O KALANI					
	002-2015	SR MAY CELEBRATION SHOW	05/18/15	06/17/15	250.00	250.00
226-1	MOUNTAIN STATES EMPLOYERS COUNCIL					
	303113	CULTURE OF HEALTH CONFERENCE	05/05/15	06/04/15	149.00	149.00
11477-1	P.R.O.S. INC					
	LO1509S	ADULT SOFTBALL OFFICIALS	05/17/15	06/16/15	56.00	56.00
14086-1	PRESTIGE FLAG					
	399867	GOLF COURSE FLAG STICKS	05/19/15	06/18/15	1,561.62	1,561.62
99	ERIN COX					
	890604	ACTIVITY REFUND	05/20/15	06/19/15	177.00	177.00
14075-1	RESTAURANT SOURCE					

City of Louisville
Cash Disbursement Edit List

Batch: 90525 Period: 06/02/15

Vendor/ Remit#	Invoice Number	Description	Invoice Date	Due Date	Invoice Amount	Check Amount
	3145471-IN	ICE CUBER RSC	05/21/15	06/20/15	2,775.53	2,775.53
14088-1	ROBERT PROSTKO 042715	REPAIR STEINBAUGH AWNINGS	04/27/15	05/27/15	337.50	337.50
13892-1	RODMAN SERVICES 9954599	25TH ANNIV/TAT WINDOW PAINTING	05/19/15	06/18/15	548.75	548.75
4160-1	SAFE SYSTEMS INC 375665	ALARM SYSTEM LIB	05/01/15	05/31/15	213.78	
	375898	ALARM SYSTEM PD	05/01/15	05/31/15	427.92	641.70
11306-1	SAFEWARE INC 3460005	GAS DETECTOR CALIBRATION SHOPS	04/22/15	05/22/15	95.00	95.00
11345-1	SAGE AND SAVORY CATERING 2748	COUNCIL CSF TOUR LUNCH	01/23/15	02/22/15	170.00	
	2818	SUPERIOR JOINT MTG BREAKFAST	05/15/15	06/14/15	218.75	388.75
13644-1	SCHULTZ INDUSTRIES INC 81234	APR 15 LANDSCAPE MAINT SERV	04/30/15	05/30/15	4,160.37	4,160.37
9602-1	STEELOCK GENERAL FENCE CONTRACTOR 53045	GATE REPAIR CS	05/06/15	06/05/15	300.00	300.00
1201-1	SUPPLYWORKS 336669759	BREAKROOM SUPPLIES CH	05/11/15	06/10/15	476.11	
	336892708	JANITORIAL SUPPLIES MSP	05/11/15	06/10/15	428.28	
	336892716	JANITORIAL SUPPLIES CS	05/11/15	06/10/15	225.06	
	336892724	JANITORIAL SUPPLIES AC	05/11/15	06/10/15	172.30	
	336892732	JANITORIAL SUPPLIES PC	05/11/15	06/10/15	114.19	
	336892740	JANITORIAL SUPPLIES CH	05/11/15	06/10/15	225.96	
	336892757	JANITORIAL SUPPLIES RSC	05/11/15	06/10/15	2,080.49	
	336892765	JANITORIAL SUPPLIES LIB	05/11/15	06/10/15	294.00	4,016.39
11631-1	SUSAN MEYLOR 051915	JULY 4TH FACE PAINTING	05/19/15	06/18/15	510.00	510.00
13399-1	SUSTAINABLE TRAFFIC SOLUTIONS INC 042915	PASCHAL/PINE ST SIGNAL DESIGN	04/29/15	05/29/15	4,187.00	4,187.00
13957-1	TADDIKEN TREE COMPANY INC 5732	TREE WORK	05/19/15	06/18/15	1,720.00	1,720.00
4100-1	TERMINIX 050115	2015 PEST CONTROL CH	05/01/15	05/31/15	523.80	523.80
11466-1	THE RUNNING GROUP LLC 051815	CONTRACTOR FEES LOCO FIT	05/18/15	06/17/15	163.20	
	1510024-2A	CONTRACTOR FEES SPRING TRAIN	05/21/15	06/20/15	76.80	
	1510025-1A	CONTRACTOR FEES SPEED WORK	05/20/15	06/19/15	285.60	
	1510025-2A	CONTRACTOR FEES SPEED WORK	05/20/15	06/19/15	52.80	578.40
6609-1	TRAVELERS					

City of Louisville
 Cash Disbursement Edit List

Batch: 90525 Period: 06/02/15

Vendor/ Remit#	Invoice Number	Description	Invoice Date	Due Date	Invoice Amount	Check Amount
	482000	WORKERS COMP DEDUCTIBLES	04/30/15	05/30/15	1,266.46	
	482000	WORKERS COMP DEDUCTIBLES	04/30/15	05/30/15	125.82	
	482001	INSURANCE DEDUCTIBLE	04/30/15	05/30/15	3,505.00	4,897.28
13413-1	TRUJILLO SPECIAL COATINGS INC					
	3559	CLUBHOUSE PAINTING	04/23/15	05/23/15	2,499.00	2,499.00
14065-1	TYLER TECHNOLOGIES INC					
	045-133560	TYLER SOFTWARE	05/01/15	05/31/15	4,200.00	
	045-133560	TYLER SOFTWARE	05/01/15	05/31/15	900.00	
	045-133560	TYLER SOFTWARE	05/01/15	05/31/15	900.00	
	045-134035	TYLER SOFTWARE	05/06/15	06/05/15	1,978.83	
	045-134035	TYLER SOFTWARE	05/06/15	06/05/15	424.04	
	045-134035	TYLER SOFTWARE	05/06/15	06/05/15	424.04	8,826.91
12378-1	ULTRAMAX					
	152581	45 CALIBER AMMUNITION	05/13/15	06/12/15	4,260.00	4,260.00
13426-1	UNIQUE MANAGEMENT SERVICES INC					
	305844	COLLECTION SERVICES	05/01/15	05/31/15	143.20	143.20
13241-1	UNITED REPROGRAPHIC SUPPLY INC					
	IN52463	OCE PRINTER TONER	05/11/15	06/10/15	308.99	308.99
11087-1	UNITED SITE SERVICES					
	114-2924425	TOILET RENTAL MINERS FIELD	05/08/15	06/07/15	193.60	
	114-2924426	TOILET RENTAL CENTENNIAL PARK	05/08/15	06/07/15	193.60	
	114-2924427	TOILET RENTAL CLEO MUDROCK	05/08/15	06/07/15	193.60	
	114-2924428	TOILET RENTAL HERITAGE PARK	05/08/15	06/07/15	193.60	
	114-2924430	TOILET RENTAL LES FIELD	05/08/15	06/07/15	166.02	
	114-2924432	TOILET RENTAL COTTONWOOD PARK	05/08/15	06/07/15	166.02	
	114-2924435	TOILET RENTAL ENRIETTO FIELD	05/08/15	06/07/15	166.02	1,272.46
5115-1	WL CONTRACTORS INC					
	25324	SIGNAL REPAIR CHERRY & DAHLIA	04/10/15	05/10/15	406.67	406.67
10884-1	WORD OF MOUTH CATERING INC					
	2015.10	SR MEAL PROGRAM 5/11-5/22/15	05/22/15	06/21/15	2,349.50	2,349.50
11586-1	XCELIGENT INC					
	210733	REAL ESTATE DATABASE	06/01/15	07/01/15	999.99	999.99
13507-1	YATES LAW FIRM LLC					
	050815	APR 15 WATER LEGAL FEES	05/08/15	06/07/15	17,377.50	17,377.50
13558-1	ZIONS CREDIT CORP					
	590448	MAY 15 SOLAR POWER EQUIP LEASE	05/21/15	06/20/15	1,767.62	
	590448	MAY 15 SOLAR POWER EQUIP LEASE	05/21/15	06/20/15	883.81	2,651.43
					-----	-----
	BANK TOTAL PAYMENTS				1,577,368.39	1,577,368.39

Batch: 90525 Period: 06/02/15

Vendor / Remit#	Invoice Number	Description	Invoice Date	Due Date	Invoice Amount	Check Amount	
					----- 1,577,368.39	----- 1,577,368.39	
		GRAND TOTAL PAYMENTS					

SUBJECT: RESOLUTION NO. 32, SERIES 2015 - A RESOLUTION APPROVING A PARKING LOT LEASE AGREEMENT BY AND BETWEEN THE CITY OF LOUISVILLE AND KOKOPLAZA PARTNERS, LLC.

DATE: JUNE 2, 2015

PRESENTED BY: AARON M. DEJONG, ECONOMIC DEVELOPMENT

SUMMARY:

Evening activity has increased the last several years in the downtown area, creating additional demand for parking spaces available for shoppers. To address this demand, staff prepared and City Council provided direction on a Parking Action Plan that included numerous actions. One of those actions was to negotiate a lease agreement to secure for public use underused private parking spaces in the downtown area. Consistent with this direction, staff has negotiated a parking lease with Kokoplaza Partners LLC, the entity that owns Koko Plaza at 901 and 917 Front Street for the approximately 50 spaces parking stalls on the property. The main terms of the agreement are:

- Spaces available for public use from 5pm -12am everyday
- Annual lease payment of \$8,000
- Lease is renewed yearly for up to 10 years (annual increases in rate tied to the Consumer Price Index)

BACKGROUND:

City Council approved a downtown parking action plan on August 19, 2014. The plan outlined actions to pursue parking leases with downtown properties with parking lots to assist with evening parking demand.

DISCUSSION:

The Koko Plaza building at 901 Front Street has a 55 space parking lot of which 50 spaces are noted long term parking spaces for tenants and their visitors. This lot is one of the largest lots in downtown and close to the main evening activity in the 800 block of Main Street. Very few of the spaces are used by Kokoplaza tenants and visitors after 5:00pm. Staff has negotiated a lease with Kokoplaza Partners, LLC. A summary of the terms in the agreement are as follows:

- 50 spaces available for public parking
- Public parking spaces available for public use from 5pm -12am everyday
- City will pay for, or install, signage to denote evening public parking
- Annual lease payment of \$8,000
- Lease begins July 1 and is automatically renewed yearly for up to 10 years (annual increases in rate tied to the Consumer Price Index). Either party can give

SUBJECT: RESOLUTION NO. 32, SERIES 2015

DATE: JUNE 2, 2015

PAGE 2 OF 2

notice to cancel the lease and if so the lease will terminate at the end of the current lease term.

RECOMMENDATION:

Staff recommends approving the attached Resolution approving the parking lot lease agreement with Kokoplaza Partners, LLC.

ATTACHMENTS:

1. Resolution No. 32, Series 2015
2. Parking Lot Lease Agreement

**RESOLUTION NO. 32
SERIES 2015**

A RESOLUTION APPROVING A PARKING LOT LEASE AGREEMENT BY AND BETWEEN THE CITY OF LOUISVILLE AND KOKOPLAZA PARTNERS, LLC.

WHEREAS, the City of Louisville, Colorado (the “City”) is a home rule municipal corporation and the City Council of the City (the “Council”) desires to enter into a lease agreement for leasing of parking spaces on the premises located at 901 and 917 Front Street in Louisville; and

WHEREAS, a Lease Agreement has been proposed between the City and Kokoplaza Partners, LLC, (the “Lessor”) setting forth the terms upon which the Lessor will lease the premises to the City for public parking; and

WHEREAS, the Council hereby finds and determines that the execution of the proposed Lease Agreement is appropriate and necessary to the functions and operations of the City; and

WHEREAS, the Lease Agreement does not include any option to purchase the leased premises; does not create a multiple-fiscal year obligation of the City, and is expressly subject to annual appropriation and a City right of termination in the event of non-appropriation; and

WHEREAS, the Council desires to approve the Lease Agreement and authorize its execution.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LOUISVILLE, COLORADO:

1. The proposed Parking Lot Lease Agreement (the “Lease Agreement”) between the City of Louisville and Kokoplaza Partners, LLC for the lease of the parking spaces at 901 and 917 Front Street in Louisville is hereby approved in essentially the same form as the copy of such Lease Agreement accompanying this Resolution.

2. The Mayor is authorized to execute such Lease Agreement on behalf of the City, and is hereby further granted the authority to negotiate and approve such revisions to said Lease Agreement as the Mayor determines are necessary or desirable for the protection of the City, so long as the essential terms and conditions of the Lease Agreement are not altered.

3. The Mayor, City Manager and City Staff are further authorized to execute and deliver all documents necessary in connection with the leasing of the premises and to do all things necessary on behalf of the City to perform the obligations of the City under such Lease Agreement.

4. The City’s payment obligations under the Lease Agreement are current expenditures of the City, payable in the fiscal year for which funds are appropriated for the payment thereof. The City’s obligations under the Lease Agreement shall be from year to year only and shall not constitute a multiple-fiscal year direct or indirect debt or other financial obligation of the City

within the meaning of Article X, Section 20 of the Colorado Constitution.

PASSED AND ADOPTED this _____ day of _____, 2015.

Robert Muckle, Mayor

ATTEST:

Nancy Varra, City Clerk

PARKING LOT LEASE AGREEMENT

THIS LEASE AGREEMENT is entered into this _ day of _____, 2015, by and between the **CITY OF LOUISVILLE, COLORADO**, a Colorado municipal corporation whose address is 749 Main Street, Louisville, CO 80027 (herein called "Lessee") and **KOKOPLAZA PARTNERS, LLC**, whose building is located at 901 and 917 Front Street, Louisville, CO 80027 (herein called "Lessor") and this instrument is hereinafter called the "Lease".

Lessee hereby agrees to lease from Lessor the parking spaces on the premises, located at 901 and 917 Front Street, Louisville, CO, 80027, consisting of approximately fifty parking spaces and more specifically described as set forth in Exhibit A (the "Premises"), upon the following TERMS and CONDITIONS.

1. Term and Rent. Lessor leases the above Premises for one-year term commencing on July 1, 2015 and terminating on June 30, 2016, at an annual rental rate of eight thousand (\$8,000.00). The initial Lease term shall automatically renew for successive terms of one year each, unless either party gives written notice to the other of its intention not to renew on or before thirty days prior to the termination of the then applicable Lease term. If such notice is given, this Lease shall then automatically terminate at the end of the then current Lease Term. The first annual rent payment shall be on July 1, 2015, and subsequent annual rent payments shall be made each July 1 during the terms of this Lease. Commencing with the annual rent payment due July 1, 2016 and for each annual rent payment thereafter, the amount of annual rent shall be adjusted by an amount equal to the then-current annual percentage increase, if any, in the Consumer Price Index for Denver-Boulder-Greeley for All Urban Consumers ("CPI-U"). All rental payments shall be made to Lessor, at the address specified above.
2. Use. Lessee shall use and occupy the Premises solely for the purpose of public parking every day of this Lease from 5pm until 12 midnight. In the event any of Lessee's use shall extend or occur outside of the these permitted times, Lessor shall be permitted to tow any vehicle so parked (by private service) to that service's impoundment lot, all at the cost and expense of the vehicle owner.
3. Signage. Lessor will sign the Premises appropriately to note Lessee's use, the cost of which shall be a Lessee expense and which shall be deemed additional rent hereunder. Alternatively, Lessee at its expenses may obtain the signage which shall be subject to Lessor's review and approval prior to installation
4. Care and Maintenance of Premises. Lessor acknowledges that care and maintenance of the Premises are at Lessor's own expense and which maintenance will be conducted in a manner generally comparable to that maintenance provided by other commercial landlord's in Louisville to their respective parking lots. Lessee acknowledges that snow removal does not occur at commercial buildings after normal business hours. In no event shall Lessor be deemed to be providing security to either person or property of those members of the public or Lessee which may from time to time be in use of the Premises, with the Lessee acknowledging that such use shall be at the risk of the Lessee and its invitees (e.g. the public).
5. Assignment and Subletting. Lessee shall not assign this lease or sublet any portion of the Premises without prior written consent of the Lessor, which may be withheld in Lessor's sole discretion. Any such assignment or subletting without consent shall be void and, at the option of the Lessor, may terminate this lease.

6. Liability. Lessor shall not be liable for any damage or injury to Lessee occurring on the leased Premises or any part thereof, and Lessee agrees to hold Lessor harmless from any claim by Lessee for damages. Nothing herein contained shall be deemed or construed to waive any of the protections afforded to Lessee, its officers or employees by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 et seq., as amended (the "GIA").
7. Insurance. Lessee, at its expense, shall maintain liability insurance including bodily injury in an amount not less than \$2,000,000 per occurrence at all times under this Lease term. Lessee shall provide Lessor with a Certificate of Insurance showing compliance with this paragraph, from a commercially acceptable insurer and with Lessor named as an additional insured thereunder. The Certificate shall provide for a ten-day written notice to Lessor in the event of cancellation or material change of coverage. Lessee's insurance shall be primary to any comparable insurance carried from time to time by Lessor..
8. Eminent Domain. If the Premises or any part thereof or any estate therein, or any other part of the building materially affecting Lessee's use of the premise, shall be taken by eminent domain, this Lease shall terminate on the date when title vests pursuant to such taking.
9. Taxes. Lessor shall pay all real property taxes and general and special assessments levied and assessed against the Premises.
10. Miscellaneous.
 - a. Governing Law and Venue. This Lease shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in Boulder County, Colorado.
 - b. No Waiver. Delays in enforcement or the waiver of any one or more defaults or breaches of this Lease by either party shall not constitute a waiver of any of the other terms or obligation of this Lease.
 - c. Integration. This Lease and any attached exhibits constitute the entire Agreement between the parties, superseding all prior oral or written communications.
 - d. Third Parties. There are no intended third-party beneficiaries to this Lease.
 - e. Notice. Any notice under this Lease shall be in writing, and shall be deemed sufficient when directly presented or sent pre-paid, first class United States Mail to the party at the address set forth on the first page of this Lease.
 - f. Severability. If any provision of this Lease is found by a court of competent jurisdiction to be unlawful or unenforceable for any reason, the remaining provisions hereof shall remain in full force and effect.
 - g. Modification. This Lease may only be modified upon written agreement of the parties.
 - h. Assignment. Neither this Lease nor any of the rights or obligations of the parties hereto, shall be assigned by either party without the written consent of the other, provided however that Lessor shall be permitted to assign this Lease to any subsequent fee title holder of the Premises, with Lessor being released from all liability accruing subsequent to the transfer of fee title and assignment to Lessor's successor.

- i. Governmental Immunity and Liability Limitations. Lessee, its officers, and its employees, are relying on, and do not waive or intend to waive by any provision of this Lease, the monetary limitations (presently \$350,000 per person and \$990,000) per occurrence) or any other rights, immunities, and protections provided by the GIA, or otherwise available to Lessee and its officers or employees. Similarly, any claim of Lessor by Lessee or its users hereunder, shall be expressly limited to Lessor's interest in the property located at 901 and 917 Front Street, Louisville, Co and in no event shall Lessor's officers, directors, managers, members, partners, or employees have any liability to Lessee personally hereunder.
- j. Rights and Remedies. The rights and remedies of Lessor and Lessee under this Lease are in addition to any other rights and remedies provided by law. The expiration of this Lease shall in no way limit Lessor's or Lessee's legal or equitable remedies, or the period in which such remedies may be asserted.
- k. Subject to Annual Appropriations. Consistent with Article X, § 20 of the Colorado Constitution, any financial obligations of Lessee not performed during the current fiscal year are subject to annual appropriation, and thus any obligations of Lessee hereunder shall extend only to monies currently appropriated and shall not constitute a mandatory charge, requirement or liability beyond the current fiscal year. In the event the City Council of the Lessee shall, in its sole discretion, determine not to appropriate funds for payment under this Lease, then this Lease shall automatically terminate at the end of the then current fiscal year for which funds for this Lease have been appropriated. Nothing in this provision shall relieve the City of the obligation to pay rent for any period of actual use of the premises.

[Remainder of page intentionally left blank - signatures on following page]

IN WITNESS WHEREOF, the parties hereto have executed this Lease on the date first set forth above.

KOKOPLAZA PARTNERS, LLC.

CITY OF LOUISVILLE

By: _____

Paul Andrews

Malcolm Fleming

Managing Member

City Manager

USAGE AGREEMENT:
 Any information displayed on this map is for reference purposes only. Boundaries (property, municipal, floodplain, etc.) are not survey grade and should not be used in substitute of a legal survey. Neither the City of Louisville, Boulder County nor any contributing entities make any warranty, either express, implied, or statutory, with respect to the accuracy or completeness of this data or its merchantability or fitness for any particular purpose.

This data was prepared from publicly available information and should be used for reference purposes only. Any other use or recomplation of this information is the sole responsibility of the user. This data can not be used to establish legal title, boundary lines, setback compliance, locations of structures, improvements or utilities, or relied upon in any flight activity. It WILL NOT be accepted as a substitute for ground site survey information during the planning/engineering process of project development. The City of Louisville, Boulder County and any contributing entities expressly disclaim all liability regarding accuracy or completeness of this data.



N.T.S.
 Brought to you by:
 City of Louisville's
 GIS Department

SOUTH

MAIN

FRONT

1 inch = 50 feet

WALNUT

21

 Koko Plaza Lease Area

Drawing Published: 5/26/2015; Information Updated: 5/26/2015
 Aerial Photo: geotitles.com; Data Source: GIS
 K:\Programs\Economic Development\Koko Plaza\Koko Plaza_Aerial_2015.aprx

**SUBJECT: RESOLUTION NO. 33, SERIES 2015 –A RESOLUTION
APPROVING A BUSINESS ASSISTANCE AGREEMENT WITH
FRESKA FOODS, INC. FOR AN ECONOMIC DEVELOPMENT
PROJECT IN THE CITY OF LOUISVILLE**

DATE: JUNE 2, 2015

PRESENTED BY: AARON DEJONG, ECONOMIC DEVELOPMENT

SUMMARY:

Staff requests City Council action on a proposed Economic Development Business Assistance Package (BAP) for the Fresca Food's expansion at 1775 Cherry Street in Louisville. The proposed business assistance is similar in nature to others recently granted, including a partial rebate on both the building permit fees and construction use taxes for improving an existing building at 1775 Cherry Street in the City of Louisville.

DISCUSSION:

Fresca Foods is a Louisville based food manufacturing company that specializes in all natural and organic ready to eat snacks. They manufacture products for several food companies on a contractual basis, as well as products branded for the Company. The company was founded in 1993 originally as a pasta manufacturer and has evolved into a 325 person company.

The company is considering a major expansion to increase their production capacity to satisfy the next several years of expected growth. 1775 Cherry Street is an industrial/flex building in the Colorado Technology Center (CTC) where they currently have some operations in the building. They would be taking over vacant space in the building and make improvements so manufacturing can occur at the site. This expansion project will have 50-75 new employees within the first year, and within 5 years, the project expects to have 160 employees in two shifts.

Fresca Foods has significant tenant improvements associated with the potential expansion at 1775 Cherry Street. The company estimates \$1,500,000 to \$2,000,000 in tenant improvement costs to modify approximately 50,000 square feet of the building for their operations.

The company is also considering an Aurora location. Fresca has their distribution operations in Aurora and the Company is considering whether to keep manufacturing growth all in one place (Louisville) or do expansions closer to their distribution channels.

The company meets the general criteria by which assistance may be granted in accordance with the Business Assistance Policy. The company's average wages as a whole are higher than the County average wage, however the average wages of jobs

created in this project are not above the county's average wage. The assistance would be funded by permit fees and construction use tax from the construction of the tenant improvements at the project location.

City staff estimates Fresca Foods will generate new revenue of approximately \$65,300 from building permit fees, and construction use taxes directly to the City in the first year of operation, given the investment described above. Approximately \$5,000 of that amount is fees designated for Open Space and Historic Preservation purposes.

Based upon the estimated revenue projection, staff recommends the following:

Proposed Assistance	Approximate Value
<u>Building Permit-Fee Rebate</u> 50% rebate on permit fees for tenant finish (Excludes tap fees)	\$10,200
<u>Building Use Tax Rebate</u> 50% rebate on Building Use Tax for core and shell and Tenant finish (excludes 0.375 % Open Space tax and 0.125% Historic Preservation tax)	\$15,000
Total Estimated Assistance	\$25,200

Staff suggests the assistance be provided at 50% of the actual Building Use Tax, and Building Permit Fees, for the project. The agreement is void if the company does not complete the improvements by June 30, 2016, or does not remain in business there for five years.

FISCAL IMPACT:

The total fiscal impact would be a total of 50% of the City's permit fees, and 50% building use taxes paid (excluding the 0.375 % open space tax, 0.125% Historic Preservation tax, water and sewer tap fees, and impact fees) based on the costs associated with the relocation project. Staff estimates the value of the assistance over the term of the agreement to be \$25,200; this rebated amount would be entirely offset by the projected \$65,300 in additional revenue from building permit fees and construction use taxes attributable to the project.

RECOMMENDATION:

Staff recommends City Council approve the attached Resolution approving a Business Assistance Agreement with Fresca Foods, Inc.

ATTACHMENTS:

1. Resolution No. 33, Series 2015

SUBJECT: RESOLUTION NO. 33, SERIES 2015

DATE: JUNE 2, 2015

PAGE 3 OF 3

2. Business Assistance Agreement
3. Staff Presentation

**RESOLUTION NO. 33
SERIES 2015**

**A RESOLUTION APPROVING A BUSINESS ASSISTANCE AGREEMENT
WITH FRESCA FOODS, INC. FOR AN ECONOMIC DEVELOPMENT
PROJECT IN THE CITY OF LOUISVILLE**

WHEREAS, the successful attraction and retention of high quality development to the City of Louisville provides employment opportunities and increased revenue for citizen services and is therefore an important public purpose; and

WHEREAS, it is important for the City of Louisville to create and retain high-quality jobs and remain competitive with other local governments in creating assistance for occupancy of commercial space in the City; and

WHEREAS, Fresca Foods, Inc., plans to expand their Louisville operations; and

WHEREAS, the Business Assistance Agreement between the City and Fresca Foods, Inc., is attached hereto as Exhibit "A" and incorporated herein by this reference; and

WHEREAS, pursuant the Constitution of the State of Colorado, and the Home Rule Charter and ordinances of the City of Louisville, the City has authority to enter into the proposed Business Assistance Agreement;

WHEREAS, the City Council finds that the proposed Business Assistance Agreement is consistent with and in furtherance of the business assistance policies of the City, and desires to approve the Agreement and authorize its execution and implementation;

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF
THE CITY OF LOUISVILLE, COLORADO THAT:**

1. The proposed Business Assistance Agreement between the City of Louisville and Fresca Foods, Inc. (the "Agreement") is hereby approved in essentially the same form as the copy of such Agreement accompanying this Resolution.
2. The Mayor is hereby authorized to execute the Agreement on behalf of the City Council of the City of Louisville, except that the Mayor is hereby granted the authority to negotiate and approve such revisions to said Agreement as the Mayor determines are necessary or desirable for the protection of the City, so long as the essential terms and conditions of the Agreement are not altered.

3. City staff is hereby authorized to do all things necessary on behalf of the City to perform the obligations of the City under the Agreement, including but not limited to funding and implementation of the Agreement in accordance with and upon performance of the terms thereof.

PASSED AND ADOPTED this _____ day of _____, 2015.

Robert P. Muckle, Mayor

ATTEST:

Nancy Varra, City Clerk

EXHIBIT A

A copy of the Business Assistance Agreement

BUSINESS ASSISTANCE AGREEMENT FOR PASTA FRESCA, INC. IN THE CITY OF LOUISVILLE

THIS AGREEMENT ("Agreement") is made and entered into as of the _____ day of _____, 2015, between the CITY OF LOUISVILLE, a Colorado home rule municipal corporation (the "City"), and FRESCA FOODS, INC. (the "Company") a Colorado Corporation.

WHEREAS, the City wishes to provide certain business assistance in connection with expansion of the Company's operations (the "Project") at 1775 Cherry Street, Louisville, Colorado (the "Project Location"); and

WHEREAS, Company intends to make tenant improvements to the Project Location; and

WHEREAS, Company plans for the Project to generate new quality jobs within the City and expand an existing employer in the City; and

WHEREAS, City Council finds the execution of this Agreement will serve to provide benefit and advance the public interest and welfare of the City and its citizens by securing this economic development project within the City.

NOW THEREFORE, in consideration of the mutual promises set forth below, the City and Company agree as follows:

1. Building Permit Fee Rebates. The City shall rebate to Company 50% of the building related permit fees for the Project, required under Louisville Municipal Code, section 15.04.050 and section 108.2 of the International Building Code as adopted by the City for the Project.
2. Use Tax Rebate-Construction. The City shall rebate to Company 50% of the Construction Use Tax on the building materials for the Project, required under Louisville Municipal Code, section 3.20.300, excluding all revenues from the open space tax and historic preservation tax, for the Project.
3. Payment of Rebates; Cap; Inspection. The maximum amount of the rebates payable pursuant to Sections 1 and 2 above shall in no event exceed the calculation of 50% of the fees or taxes described in Sections 1 and 2 paid to the City. The building permit fee and construction use tax rebates shall be paid by the City within 120 days following issuance of the certificate of occupancy or final inspection for the Project work, as determined by the City, subject to Sections 4 and 5 below.
4. No Interest; Inspection and Disclosure of Records. No interest shall be paid on any amounts subject to rebate under this Agreement. Each party

and its agents shall have the right to inspect and audit the applicable records of the other party to verify the amount of any payment under this Agreement, and each party shall cooperate and take such actions as may be necessary to allow such inspections and audits. The Company acknowledges that implementation of this Agreement requires calculations based on the amount of taxes collected and paid by the Company with respect to the term of this Agreement and issuance of rebate payment checks in amounts determined pursuant to this Agreement, and that the amounts of the rebate payment checks will be public information. The Company, for itself, its successors, assigns, and affiliated entities, hereby releases and agrees to hold harmless the City and its officers and employees from any and all liability, claims, demands, and expenses in any manner connected with any dissemination of information necessary for or generated in connection with the implementation of rebate provisions of this Agreement.

5. Use of Funds; Future Fees. Funds rebated pursuant to this Agreement shall be used by Company solely for obligations and/or improvements permitted under Louisville Municipal Code section 3.24.060 (as enacted by Ordinance No. 1507, Series 2007). The rebates provided for under this Agreement are solely for construction activities for the initial construction of the Project. Any subsequent construction activities shall be subject to payment without rebate of all applicable building permit fees and construction use taxes.
6. Effect of Change in Tax Rate. Any increase or decrease in the City general sales, construction use, or consumer use tax rate above or below the applicable tax rate at the date of execution of this Agreement shall not affect the rebate payments to be made pursuant to this Agreement; rather, the amount of the rebate payments will continue to be based upon the general sales, construction use, or consumer use tax rate applicable at the date of execution of this Agreement (excluding the City's three-eighths percent (3/8%) Open Space Tax and the one-eighth percent (1/8%) Historic Preservation Tax). Any decrease in the City general sales, construction use, or consumer use tax rates shall cause the amount of the rebate payments made pursuant to this Agreement to be based on the applicable percentage of revenues actually received by the City from application of the tax rate affected (excluding said Open Space and Historic Preservation Taxes).
7. Entire Agreement. This instrument shall constitute the entire agreement between the City and Company and supersedes any prior agreements between the parties and their agents or representatives, all of which are merged into and revoked by this Agreement with respect to its subject matter. Contact information is as follows:

If to Company:

Fresca Foods, Inc.
Attn: Zan Powell
195 CTC Boulevard
Louisville, CO 80027
zan@frescafoodsinc.com

If to City:

Louisville City Hall
Attn: Economic Development
749 Main Street
Louisville, CO 80027
303.335.4531
aarond@louisvilleco.gov

8. Termination. This Agreement shall terminate and become void and of no force or effect upon the City if, by June 30, 2016, Company has not completed the Project as described in Company's application of business assistance (as evidenced by a successful final inspection for the Project); or should fail to comply with any City code.
9. Business Termination. In the event that, within five (5) years of the completion of the Project at the Project Location (as determined by the date of issuance of the certificate of occupancy or final inspection for the Project), the Company ceases operations at the Project Location, Company shall pay to the City a portion of the total amount of fees and taxes which were due and payable to the City but were rebated by the City to Company, as well as reimburse the City for any funds provided to Company pursuant to this Agreement. For each full month the Company and/or its successors and assigns, cease operations at the Project Location, the City shall receive back 1.67% of the foregoing amounts.
10. Subordination. The City's obligations pursuant to this Agreement are subordinate to the City's obligations for the repayment of any current or future bonded indebtedness and are contingent upon the existence of a surplus in sales and use tax revenues in excess of the sales and use tax revenues necessary to meet such existing or future bond indebtedness. The City shall meet its obligations under this Agreement only after the City has satisfied all other obligations with respect to the use of sales tax revenues for bond repayment purposes. For the purposes of this Agreement, the terms "bonded indebtedness," "bonds," and similar terms describing the possible forms of indebtedness include all forms of indebtedness that may be incurred by the City, including, but not limited to, general obligation bonds, revenue bonds, revenue anticipation notes, tax increment notes, tax increment bonds, and all other forms of contractual indebtedness of whatsoever nature that is in any way secured or collateralized by sales and use tax revenues of the City.

11. Annual Appropriation. Nothing in this Agreement shall be deemed or construed as creating a multiple fiscal year obligation on the part of the City within the meaning of Colorado Constitution Article X, Section 20 or any other constitutional or statutory provision, and the City's obligations hereunder are expressly conditional upon annual appropriation by the City Council, in its sole discretion. Company understands and agrees that any decision of City Council to not appropriate funds for payment shall be without penalty or liability to the City and, further, shall not affect, impair, or invalidate any of the remaining terms or provisions of this Agreement.
12. Governing Law: Venue. This Agreement shall be governed and construed in accordance with the laws of the State of Colorado. This Agreement shall be subject to, and construed in strict accordance with, the Louisville City Charter and the Louisville Municipal Code. In the event of a dispute concerning any provision of this Agreement, the parties agree that prior to commencing any litigation, they shall first engage in a good faith the services of a mutually acceptable, qualified, and experienced mediator, or panel of mediators for the purpose of resolving such dispute. In the event such dispute is not fully resolved by mediation or otherwise within 60 days a request for mediation by either party, then either party, as their exclusive remedy, may commence binding arbitration regarding the dispute through Judicial Arbitrator Group. Judgment on any arbitration award may be enforced in any court of competent jurisdiction.
13. Legal Challenge; Escrow. The City shall have no obligation to make any rebate payment hereunder during the pendency of any legal challenge to this Agreement. The parties covenant that neither will initiate any legal challenge to the validity or enforceability of this Agreement, and the parties will cooperate in defending the validity or enforceability of this Agreement against any challenge by any third party. Any funds appropriated for payment under this Agreement shall be escrowed in a separate City account in the event there is a legal challenge to this Agreement.
14. Assignment. This Agreement is personal to Company and Company may not assign any of the obligations, benefits or provisions of the Agreement in whole or in any part without the expressed written authorization of the City Council of the City. Any purported assignment, transfer, pledge, or encumbrance made without such prior written authorization shall be void.
15. No Joint Venture. Nothing in this Agreement is intended or shall be construed to create a joint venture between the City and Company and the City shall never be liable or responsible for any debt or obligation of Company.

This Agreement is enacted this _____ day of _____, 2015.

FRESCA FOODS, INC.
A Colorado Corporation

CITY OF LOUISVILLE

By: _____
Zan M. Powell
Chief Operating Officer

Robert P. Muckle
Mayor

ATTEST:

Nancy Varra, City Clerk

**SUBJECT: RESOLUTION NO. 34, SERIES 2015 – A RESOLUTION
APPROVING A BUSINESS ASSISTANCE AGREEMENT WITH
HOPE FOODS, LLC FOR AN ECONOMIC DEVELOPMENT
PROJECT IN THE CITY OF LOUISVILLE**

DATE: JUNE 2, 2015

PRESENTED BY: AARON DEJONG, ECONOMIC DEVELOPMENT

SUMMARY:

Staff requests City Council action on a proposed Economic Development Business Assistance Package (BAP) for Hope Foods' expansion at 1850 Dogwood Street in Louisville. The proposed business assistance is similar in nature to others recently granted, including a partial rebate on the building permit fees, construction use taxes, and consumer use taxes for improving an existing building at 1850 Dogwood Street in the City of Louisville.

DISCUSSION:

Hope Foods is a Louisville based food manufacturing company that produces high quality, organic, gluten free, vegan, and kosher dips and spreads. Hope Foods' products are never heat-pasteurized but are kept safe through High Pressure Processing (HPP), allowing them to maintain the integrity, freshness, and flavor of the raw materials. HPP machines are capable of placing up to 87,000 psi on their products which destroys bacteria cultures without affecting the taste of the product, unlike heat-pasteurization. HPP is becoming the industry standard for high quality foods but is not used by many conventional dip brands which keeps Hope Foods on the cutting edge. Hope Food products are sold nationally, primarily in natural food grocery stores like Whole Foods and other independents, and the company began distributing to Costco this year.

The company is considering a major expansion to increase their production capacity to satisfy the next several years of expected growth. Hope Foods moved to Louisville in 2013 into their owner occupied location at 1850 Dogwood. The building had expansion room when they moved in. The project is a 4-phase project to significantly increase the manufacturing capacity at the building with tenant improvements and significant equipment purchases. Total expected costs for improvements and purchases are \$7,900,000.

This expansion project estimates hiring 39 new employees earning nearly the Boulder County average wage. This expansion project would bring Hope Foods total employment to nearly 120 employees. This will create the capacity for the company to more than double their production and sales.

The company meets the general criteria by which assistance may be granted in accordance with the Business Assistance Policy. Hope Foods is not currently looking at other municipalities for this project, but staff believes the threat of a company leaving town is not necessary for consideration for incentives. The retention of existing jobs, expansion of jobs, and utilizing existing buildings are all criteria stated in the Business Assistance Program language. Staff will be preparing an amendment to the Business Assistance Program to more clearly state that assistance to encourage existing employers to expand is a qualifying project.

The company's average wages as a whole are higher than the County average wage. However, the average wages of jobs created in this project are not above the County's average wage. The assistance would be funded by permit fees, construction use tax, and consumer use taxes from the construction of the tenant improvements and equipment purchases at the project location.

City staff estimates Hope Foods will generate new revenue of approximately \$305,000 from building permit fees, construction use taxes, and consumer use taxes directly to the City in the three year project, given the anticipated investment. Approximately \$42,000 of that amount is fees designated for Open Space and Historic Preservation purposes.

Based upon the estimated revenue projection, staff recommends the following:

Proposed Assistance	Approximate Value
<u>Building Permit-Fee Rebate</u> 50% rebate on permit fees for tenant finish (Excludes tap fees)	\$6,200
<u>Building Use Tax Rebate</u> 50% rebate on Building Use Tax for Tenant finish (excludes 0.375 % Open Space tax and 0.125% Historic Preservation tax)	\$6,700
<u>Consumer Use/Sales Tax Rebate on durable goods</u> 50% rebate on Consumer Use Tax/Sales tax paid on Durable goods through June 30, 2018 Capped at \$130,000	\$118,000
Total Estimated Assistance	\$130,900

Staff suggests the assistance be provided at 50% of the actual Building Use Tax, and Building Permit Fees, for the project. The agreement is void if the company does not

SUBJECT: RESOLUTION NO. 34, SERIES 2015

DATE: JUNE 2, 2015

PAGE 3 OF 3

complete the first phase of improvements by June 30, 2016, or does not remain in business there for five years.

FISCAL IMPACT:

The total fiscal impact would be a total of 50% of the City's permit fees, and 50% building use taxes paid (excluding the 0.375 % open space tax, 0.125% Historic Preservation tax, water and sewer tap fees, and impact fees) based on the costs associated with the relocation project. Staff estimates the value of the assistance over the term of the agreement to likely be \$130,900, but could be up to \$142,900 if rebates to the Company for Consumer Use Tax/Sales Tax reach the \$130,000 cap; this rebated amount would be entirely offset by the projected \$305,000 in additional revenue from building permit fees, building use taxes and consumer use/sales taxes attributable to the project over three years of operations.

RECOMMENDATION:

Staff recommends City Council approve the attached Resolution approving a Business Assistance Agreement with Hope Foods, LLC.

ATTACHMENTS:

1. Resolution No. 34, Series 2015
2. Business Assistance Agreement
3. Staff Presentation

**RESOLUTION NO. 34
SERIES 2015**

**A RESOLUTION APPROVING A BUSINESS ASSISTANCE AGREEMENT
WITH HOPE FOODS, LLC FOR AN ECONOMIC DEVELOPMENT PROJECT
IN THE CITY OF LOUISVILLE**

WHEREAS, the successful attraction and retention of high quality development to the City of Louisville provides employment opportunities and increased revenue for citizen services and is therefore an important public purpose; and

WHEREAS, it is important for the City of Louisville to create and retain high-quality jobs and remain competitive with other local governments in creating assistance for occupancy of commercial space in the City; and

WHEREAS, Hope Foods, LLC, plans to expand their Louisville operations; and

WHEREAS, the Business Assistance Agreement between the City and Hope Foods, Inc., is attached hereto as Exhibit "A" and incorporated herein by this reference; and

WHEREAS, pursuant the Constitution of the State of Colorado, and the Home Rule Charter and ordinances of the City of Louisville, the City has authority to enter into the proposed Business Assistance Agreement;

WHEREAS, the City Council finds that the proposed Business Assistance Agreement is consistent with and in furtherance of the business assistance policies of the City, and desires to approve the Agreement and authorize its execution and implementation;

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF
THE CITY OF LOUISVILLE, COLORADO THAT:**

1. The proposed Business Assistance Agreement between the City of Louisville and Hope Foods, LLC (the "Agreement") is hereby approved in essentially the same form as the copy of such Agreement accompanying this Resolution.

2. The Mayor is hereby authorized to execute the Agreement on behalf of the City Council of the City of Louisville, except that the Mayor is hereby granted the authority to negotiate and approve such revisions to said Agreement as the Mayor determines are necessary or desirable for the protection of the City, so long as the essential terms and conditions of the Agreement are not altered.

3. City staff is hereby authorized to do all things necessary on behalf of the City to perform the obligations of the City under the Agreement, including but not limited to funding and implementation of the Agreement in accordance with and upon performance of the terms thereof.

PASSED AND ADOPTED this _____ day of _____, 2015.

Robert P. Muckle, Mayor

ATTEST:

Nancy Varra, City Clerk

EXHIBIT A

A copy of the Business Assistance Agreement

**BUSINESS ASSISTANCE AGREEMENT FOR
HOPE FOODS, LLC IN THE CITY OF LOUISVILLE**

THIS AGREEMENT ("Agreement") is made and entered into as of the _____ day of _____, 2015, between the CITY OF LOUISVILLE, a Colorado home rule municipal corporation (the "City"), and HOPE FOODS, LLC (the "Company") a Colorado limited liability company.

WHEREAS, the City wishes to provide certain business assistance in connection with expansion of the Company's operations (the "Project") at 1850 Dogwood Street, Louisville, Colorado (the "Project Location"); and

WHEREAS, Company intends to make tenant improvements to, and equipment purchases at, the Project Location; and

WHEREAS, Company plans for the Project to generate new quality jobs within the City; and

WHEREAS, City Council finds the execution of this Agreement will serve to provide benefit and advance the public interest and welfare of the City and its citizens by securing this economic development project within the City.

NOW THEREFORE, in consideration of the mutual promises set forth below, the City and Company agree as follows:

1. Building Permit Fee Rebates. The City shall rebate to Company 50% of the building related permit fees for the Project, required under Louisville Municipal Code, section 15.04.050 and section 108.2 of the International Building Code as adopted by the City, for a three-year period beginning June 15, 2015.
2. Use Tax Rebate-Construction. The City shall rebate to Company 50% of the Construction Use Tax on the building materials for the Project, required under Louisville Municipal Code, section 3.20.300, excluding all revenues from the open space tax and historic preservation tax, for a three-year period beginning June 15, 2015.
3. Use Tax Rebate – Tangible Goods. For tangible good purchases that are made between June 15, 2015 and June 30, 2018 and that are solely for the Company's expansion of operations and used in Louisville at the Project Location, the City shall rebate to Company 50% of the Use Tax (and in certain circumstances as described below, Sales Tax) paid and collected on tangible goods purchased as required under Louisville Municipal Code, section 3.20.300, excluding all tax revenues from the open space tax and historic preservation tax. In certain circumstances, Sales Tax may be included in this rebate, when the purchases were from

companies with nexus with the City, therefore allowing those companies to remit sales tax to the City. Absent such nexus, Company would have remitted use tax to the City. No rebate shall be issued for goods purchased prior to June 15, 2015. Only those tangible goods purchased for Company's expansion of operations and use at the Project Location shall qualify for rebate consideration. Tangible goods include, by way of example, equipment, computers, furniture, fixtures, appliances, electronics, and do not include, by way of example, food, office supplies or other consumable goods not expected to last for three or more years.

4. Payment of Rebates; Cap; Inspection. The maximum amount of the rebates payable pursuant to Sections 1 and 2 above shall in no event exceed the calculation of 50% of the fees or taxes described in Sections 1 and 2 paid to the City. The maximum amount of the rebates payable pursuant to Section 3 above shall in no event exceed the calculation of 50% of the taxes described in Section 3 above; provided, further that the total maximum amount of rebates payable pursuant to Section 3 shall in no event exceed \$130,000. The building permit fee and construction use tax rebates shall be paid by the City within 120 days following issuance of the certificate of occupancy or final inspection for the Project work, as determined by the City, subject to Sections 5 and 6 below. The use tax rebate provided for in Section 3 above shall be paid by the City in annual installments. At the end of each calendar year, on or before January 31, the Company shall be responsible to remit to the City its total annual sales/use tax payment on the appropriate sales/use tax return form. The Company shall produce a monthly listing of all tangible personal property purchased in the prior month which qualifies for the Use Tax and Sales Tax rebate as defined in Section 3 above, and the City may audit such listing at Company's offices during regular business hours to examine, and if required by the City to verify rebate amounts, Company shall provide copies of the supporting invoices or receipts. Within 60 days after the end of each calendar year, the rebate payment will be remitted to Company at the mailing address of the Project Location. City payment shall be by check made payable solely to Company, and the City will not make payment to any other person or entity.
5. No Interest; Inspection and Disclosure of Records. No interest shall be paid on any amounts subject to rebate under this Agreement. Each party and its agents shall have the right to inspect and audit the applicable records of the other party to verify the amount of any payment under this Agreement, and each party shall cooperate and take such actions as may be necessary to allow such inspections and audits. The Company acknowledges that implementation of this Agreement requires calculations based on the amount of taxes collected and paid by the Company with respect to the term of this Agreement and issuance of rebate payment checks in amounts determined pursuant to this Agreement, and that the amounts of the rebate payment checks will be public information. The

Company, for itself, its successors, assigns, and affiliated entities, hereby releases and agrees to hold harmless the City and its officers and employees from any and all liability, claims, demands, and expenses in any manner connected with any dissemination of information necessary for or generated in connection with the implementation of rebate provisions of this Agreement.

6. Use of Funds; Future Fees. Funds rebated pursuant to this Agreement shall be used by Company solely for obligations and/or improvements permitted under Louisville Municipal Code section 3.24.060 (as enacted by Ordinance No. 1507, Series 2007). The rebates provided for under this Agreement are solely for construction activities and purchases for the Project during the periods stated in Sections 1-3, above. Any subsequent purchases and construction activities shall be subject to payment without rebate of all applicable building permit fees and construction use taxes.
7. Effect of Change in Tax Rate. Any increase or decrease in the City general sales, construction use, or consumer use tax rate above or below the applicable tax rate at the date of execution of this Agreement shall not affect the rebate payments to be made pursuant to this Agreement; rather, the amount of the rebate payments will continue to be based upon the general sales, construction use, or consumer use tax rate applicable at the date of execution of this Agreement (excluding the City's three-eighths percent (3/8%) Open Space Tax and the one-eighth percent (1/8%) Historic Preservation Tax). Any decrease in the City general sales, construction use, or consumer use tax rates shall cause the amount of the rebate payments made pursuant to this Agreement to be based on the applicable percentage of revenues actually received by the City from application of the tax rate affected. (excluding said Open Space and Historic Preservation Taxes).
8. Entire Agreement. This instrument shall constitute the entire agreement between the City and Company and supersedes any prior agreements between the parties and their agents or representatives, all of which are merged into and revoked by this Agreement with respect to its subject matter. Contact information is as follows:

If to Company:

Hope Foods, LLC
Attn: Robert Rech
1850 Dogwood St.
Louisville, CO 80027
robbie.rech@hopefoods.com

If to City:

Louisville City Hall
Attn: Economic Development

749 Main Street
Louisville, CO 80027
303.335.4531
aarond@louisvilleco.gov

9. Termination. This Agreement shall terminate and become void and of no force or effect upon the City if, by June 30, 2016, Company has not completed the first phase of the Project as described in Company's application of business assistance (as evidenced by a successful final inspection for the Project); or should fail to comply with any City code.

10. Business Termination. In the event that, within five (5) years of the completion of the first building improvements at the Project Location (as determined by the date of issuance of the certificate of occupancy or final inspection for the first phase of the Project), the Company ceases operations at the Project Location, Company shall pay to the City a portion of the total amount of fees and taxes which were due and payable to the City but were rebated by the City to Company, as well as reimburse the City for any funds provided to Company pursuant to this Agreement. For each full month the Company and/or its successors and assigns, cease operations at the Project Location, the City shall receive back 1.67% of the foregoing amounts.

11. Subordination. The City's obligations pursuant to this Agreement are subordinate to the City's obligations for the repayment of any current or future bonded indebtedness and are contingent upon the existence of a surplus in sales and use tax revenues in excess of the sales and use tax revenues necessary to meet such existing or future bond indebtedness. The City shall meet its obligations under this Agreement only after the City has satisfied all other obligations with respect to the use of sales tax revenues for bond repayment purposes. For the purposes of this Agreement, the terms "bonded indebtedness," "bonds," and similar terms describing the possible forms of indebtedness include all forms of indebtedness that may be incurred by the City, including, but not limited to, general obligation bonds, revenue bonds, revenue anticipation notes, tax increment notes, tax increment bonds, and all other forms of contractual indebtedness of whatsoever nature that is in any way secured or collateralized by sales and use tax revenues of the City.

12. Annual Appropriation. Nothing in this Agreement shall be deemed or construed as creating a multiple fiscal year obligation on the part of the City within the meaning of Colorado Constitution Article X, Section 20 or any other constitutional or statutory provision, and the City's obligations hereunder are expressly conditional upon annual appropriation by the City Council, in its sole discretion. Company understands and agrees that any decision of City Council to not appropriate funds for payment shall be

without penalty or liability to the City and, further, shall not affect, impair, or invalidate any of the remaining terms or provisions of this Agreement.

13. Governing Law: Venue. This Agreement shall be governed and construed in accordance with the laws of the State of Colorado. This Agreement shall be subject to, and construed in strict accordance with, the Louisville City Charter and the Louisville Municipal Code. In the event of a dispute concerning any provision of this Agreement, the parties agree that prior to commencing any litigation, they shall first engage in a good faith the services of a mutually acceptable, qualified, and experienced mediator, or panel of mediators for the purpose of resolving such dispute. In the event such dispute is not fully resolved by mediation or otherwise within 60 days a request for mediation by either party, then either party, as their exclusive remedy, may commence binding arbitration regarding the dispute through Judicial Arbitration Group. Judgment on any arbitration award may be enforced in any court of competent jurisdiction.
14. Legal Challenge; Escrow. The City shall have no obligation to make any rebate payment hereunder during the pendency of any legal challenge to this Agreement. The parties covenant that neither will initiate any legal challenge to the validity or enforceability of this Agreement, and the parties will cooperate in defending the validity or enforceability of this Agreement against any challenge by any third party. Any funds appropriated for payment under this Agreement shall be escrowed in a separate City account in the event there is a legal challenge to this Agreement.
15. Assignment. This Agreement is personal to Company and Company may not assign any of the obligations, benefits or provisions of the Agreement in whole or in any part without the expressed written authorization of the City Council of the City. Any purported assignment, transfer, pledge, or encumbrance made without such prior written authorization shall be void.
16. No Joint Venture. Nothing in this Agreement is intended or shall be construed to create a joint venture between the City and Company and the City shall never be liable or responsible for any debt or obligation of Company.

This Agreement is enacted this _____ day of _____, 2015.

HOPE FOODS, LLC
A Colorado Limited Liability Company

CITY OF LOUISVILLE

By: _____
Robert Rech
President

Robert P. Muckle
Mayor

ATTEST:

Nancy Varra, City Clerk

**SUBJECT: RESOLUTION NO. 35, SERIES 2015 –A RESOLUTION
APPROVING A BUSINESS ASSISTANCE AGREEMENT WITH
AQUAHYDREX, INC. FOR AN ECONOMIC DEVELOPMENT
PROJECT IN THE CITY OF LOUISVILLE**

DATE: JUNE 2, 2015

PRESENTED BY: AARON DEJONG, ECONOMIC DEVELOPMENT

SUMMARY:

Staff requests City Council action on a proposed Economic Development Business Assistance Package (BAP) for the location of AquaHydrex, Inc's U.S. headquarters and operations. The proposed business assistance is similar in nature to others recently granted, including partial rebates on the building permit fees, construction use taxes, and consumer use taxes for improving an existing building at 1797 Boxelder Street. Staff estimates total revenues to the City from the project to be \$742,000 and the value of the proposed incentives are \$478,900.

DISCUSSION:

AquaHydrex, Inc. is a Sydney, Australia renewable energy company that is developing technology and equipment to split water into its hydrogen and oxygen components through an efficient electrochemical system. Through a venture capital infusion from True North Venture Partners out of Chicago, the company is looking to establish a U.S. headquarters and operations location.

The Company is looking at 1797 Boxelder Street in the Colorado Technology Center for this new project. They are also looking at locations in Broomfield County, as well as Arizona locations.

AquaHydrex has significant tenant improvements and equipment purchases associated with the potential location to 1797 Boxelder. The company estimates \$1,500,000 - \$2,000,000 in tenant improvement costs to modify the building and \$20,000,000 in equipment purchases for their operations.

AquaHydrex has been awarded assistance from the State of Colorado through their Strategic Fund program. The Strategic Fund incentives require a dollar for dollar match from the local agencies and governments to show financial support for the project. The State believes this project will help to advance the renewable energy industry in Colorado, further promoting the strong economy in the State. City staff is proposing a higher incentive than normal agreements to help leverage the state's investment in the Company. Staff is proposing a 75% rebate of the building permit fees, construction use taxes, and consumer use taxes.

The company meets the general criteria by which assistance may be granted in accordance with the Business Assistance Policy. The company's average wages are significantly higher than the County average wage. The assistance would be funded by permit fees, construction use tax and consumer use tax from the construction of the tenant improvements at the project location.

City staff estimates AquaHydrex will generate new revenue of approximately \$742,000 from building permit fees, construction use taxes, and consumer use taxes directly to the City, given the investment described above. Approximately \$103,000 of that amount is fees designated for Open Space and Historic Preservation purposes.

Based upon the estimated revenue projection, staff recommends the following:

Proposed Assistance	Approximate Value
<u>Building Permit-Fee Rebate</u> 75% rebate on permit fees for tenant finish (Excludes tap fees)	\$12,500
<u>Building Use Tax Rebate</u> 75% rebate on Building Use Tax for core and shell and Tenant finish (excludes 0.375 % Open Space tax and 0.125% Historic Preservation tax)	\$16,400
<u>Consumer Use/Sales Tax Rebate on durable goods</u> 75% rebate on Consumer Use Tax/Sales tax paid on Durable goods through June 30, 2017	\$450,000
Total Estimated Assistance	\$478,900

Staff suggests the assistance be provided at 75% of the actual Building Permit Fees, construction use taxes, and consumer use taxes for the project. The agreement is void if the company does not complete the improvements by June 30, 2016, or does not remain in business there for five years.

FISCAL IMPACT:

The total fiscal impact would be a total of 75% of the City's permit fees, 75% construction use taxes paid (excluding the 0.375 % open space tax, 0.125% Historic Preservation tax, water and sewer tap fees, and impact fees), and 75% of the consumer use taxes on purchases based on the costs associated with the relocation project. As noted above, staff estimates the value of the assistance over the term of the agreement to likely be \$478,900, but could be higher if the Company invests more than \$20 million in durable goods subject to Use/Sales Tax and the resulting rebates to the Company for

SUBJECT: RESOLUTION 35, SERIES 2015

DATE: JUNE 2, 2015

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Consumer Use Tax/Sales Tax exceed staff's estimate of \$450,000; this rebated assistance would be entirely offset by the projected \$742,000 in additional revenue from building permit fees, building use taxes and consumer use/sales taxes attributable to the project over two years of operations.

RECOMMENDATION:

Staff recommends City Council approve the attached Resolution approving a Business Assistance Agreement with AquaHydrex, Inc.

ATTACHMENTS:

1. Resolution No. 35, Series 2015
2. Business Assistance Agreement

**RESOLUTION NO. 35
SERIES 2015**

**A RESOLUTION APPROVING A BUSINESS ASSISTANCE AGREEMENT
WITH AQUAHYDREX, INC. FOR AN ECONOMIC DEVELOPMENT PROJECT
IN THE CITY OF LOUISVILLE**

WHEREAS, the successful attraction and retention of high quality development to the City of Louisville provides employment opportunities and increased revenue for citizen services and is therefore an important public purpose; and

WHEREAS, it is important for the City of Louisville to create and retain high-quality jobs and remain competitive with other local governments in creating assistance for occupancy of commercial space in the City; and

WHEREAS, AquaHydrex, Inc., plans to create new Louisville operations; and

WHEREAS, the Business Assistance Agreement between the City and AquaHydrex, Inc., is attached hereto as Exhibit "A" and incorporated herein by this reference; and

WHEREAS, pursuant the Constitution of the State of Colorado, and the Home Rule Charter and ordinances of the City of Louisville, the City has authority to enter into the proposed Business Assistance Agreement;

WHEREAS, the City Council finds that the proposed Business Assistance Agreement is consistent with and in furtherance of the business assistance policies of the City, and desires to approve the Agreement and authorize its execution and implementation;

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF
THE CITY OF LOUISVILLE, COLORADO THAT:**

1. The proposed Business Assistance Agreement between the City of Louisville and AquaHydrex, Inc. (the "Agreement") is hereby approved in essentially the same form as the copy of such Agreement accompanying this Resolution.
2. The Mayor is hereby authorized to execute the Agreement on behalf of the City Council of the City of Louisville, except that the Mayor is hereby granted the authority to negotiate and approve such revisions to said Agreement as the Mayor determines are necessary or desirable for the protection of the City, so long as the essential terms and conditions of the Agreement are not altered.
3. City staff is hereby authorized to do all things necessary on behalf of the City to perform the obligations of the City under the Agreement, including but not limited to

funding and implementation of the Agreement in accordance with and upon performance of the terms thereof.

PASSED AND ADOPTED this _____ day of _____, 2015.

Robert P. Muckle, Mayor

ATTEST:

Nancy Varra, City Clerk

EXHIBIT A

A copy of the Business Assistance Agreement

**BUSINESS ASSISTANCE AGREEMENT FOR
AQUAHYDREX, INC. IN THE CITY OF LOUISVILLE**

THIS AGREEMENT ("Agreement") is made and entered into as of the _____ day of _____, 2015, between the CITY OF LOUISVILLE, a Colorado home rule municipal corporation (the "City"), and AQUAHYDREX, INC. (the "Company") a Delaware Corporation.

WHEREAS, the City wishes to provide certain business assistance in connection with the location and commencement of the Company's operations (the "Project") at 1797 Boxelder, Louisville (the "Project Location"); and

WHEREAS, Company intends to make tenant improvements and equipment purchases for conduct of its operations at the Project Location; and

WHEREAS, Company plans for the Project to generate new quality jobs within the City; and

WHEREAS, City Council finds the execution of this Agreement will serve to provide benefit and advance the public interest and welfare of the City and its citizens by securing this economic development project within the City.

NOW THEREFORE, in consideration of the mutual promises set forth below, the City and Company agree as follows:

1. Building Permit Fee Rebates. The City shall rebate to Company 75% of the building related permit fees for the Project, required under Louisville Municipal Code, section 15.04.050 and section 108.2 of the International Building Code as adopted by the City.
2. Use Tax Rebate-Construction. The City shall rebate to Company 75% of the Construction Use Tax on the building materials for the Project, required under Louisville Municipal Code, section 3.20.300, excluding all revenues from the open space tax and historic preservation tax.
3. Use Tax Rebate – Tangible Goods. The City shall rebate to Company 75% of the Use Tax (and in certain circumstances as described below, Sales Tax) paid and collected on tangible goods purchased by the Company for the Company's use at the Project Location, as required under Louisville Municipal Code, section 3.20.300, excluding all tax revenues from the open space tax and historic preservation tax. In certain circumstances, Sales Tax may be included in this rebate, when the purchases were from companies with nexus with the City, therefore allowing those companies to remit sales tax to the City. Absent such nexus, Company would have remitted use tax to the City. No rebate shall be issued for goods purchased prior to the date of this Agreement. Only

those tangible goods purchased for use at the Project Location shall qualify for rebate consideration. Tangible goods include, by way of example, computers, furniture, fixtures, appliances, electronics, and do not include, by way of example, food, office supplies or other consumable goods not expected to last for three or more years. This rebate shall be limited to use taxes on tangible goods purchased within a two (2) year time period commencing upon the date of this Agreement.

4. Payment of Rebates; Cap; Interest; Inspection. The maximum amount of the rebates payable pursuant to Sections 1, 2 and 3 above shall in no event exceed the calculation of 75% of the fees or taxes described in Sections 1, 2, and 3 paid to the City. The building permit fee and construction use tax rebates shall be paid by the City within 120 days following issuance of the certificate of occupancy for the Project, subject to Sections 5 and 6 below. The use tax rebate provided for in Section 3 above shall be paid by the City in annual installments. At the end of each calendar year, on or before January 31, the Company shall be responsible to remit to the City its total annual sales/use tax payment on the appropriate sales/use tax return form. The Company shall produce a monthly listings of all tangible personal property purchased in the prior month which qualifies for the Use Tax and Sales Tax rebate as defined in Section 3 above, and the City may audit such listing at Company's offices during regular business hours to examine, and if required by the City to verify rebate amounts, Company shall provide copies of the supporting invoices or receipts. Within 60 days after the end of each calendar year, the rebate payment will be remitted to Company at the mailing address of the Project Location. City payment shall be by check made payable solely to Company, and the City will not make payment to any other person or entity. No rebate payments will be made until Company has provided City with a copy of the registration with the Colorado Secretary of State.
5. No Interest; Inspection and Disclosure of Records. No interest shall be paid on any amounts subject to rebate under this Agreement. Each party and its agents shall have the right to inspect and audit the applicable records of the other party to verify the amount of any payment under this Agreement, and each party shall cooperate and take such actions as may be necessary to allow such inspections and audits. The Company acknowledges that implementation of this Agreement requires calculations based on the amount of taxes collected and paid by the Company with respect to the term of this Agreement and issuance of rebate payment checks in amounts determined pursuant to this Agreement, and that the amounts of the rebate payment checks will be public information. The Company, for itself, its successors, assigns, and affiliated entities, hereby releases and agrees to hold harmless the City and its officers and employees from any and all liability, claims, demands, and expenses in any manner connected with any dissemination of information necessary

for or generated in connection with the implementation of rebate provisions of this Agreement.

6. Use of Funds; Future Fees. Funds rebated pursuant to this Agreement shall be used by Company solely for obligations and/or improvements permitted under Louisville Municipal Code section 3.24.060 (as enacted by Ordinance No. 1507, Series 2007). The rebates provided for under this Agreement are solely for the initial construction of the Project and for the rebate period stated herein. Any subsequent construction activities shall be subject to payment without rebate of all applicable building permit fees and construction use taxes.
7. Effect of Change in Tax Rate. Any increase or decrease in the City general sales, construction use, or consumer use tax rate above or below the applicable tax rate at the date of execution of this Agreement shall not affect the rebate payments to be made pursuant to this Agreement; rather, the amount of the rebate payments will continue to be based upon the general sales, construction use, or consumer use tax rate applicable at the date of execution of this Agreement (excluding the City's three-eighths percent (3/8%) Open Space Tax and the one-eighth percent (1/8%) Historic Preservation Tax). Any decrease in the City general sales, construction use, or consumer use tax rates shall cause the amount of the rebate payments made pursuant to this Agreement to be based on the applicable percentage of revenues actually received by the City from application of the tax rate affected. (excluding said Open Space and Historic Preservation Taxes).
8. Entire Agreement. This instrument shall constitute the entire agreement between the City and Company and supersedes any prior agreements between the parties and their agents or representatives, all of which are merged into and revoked by this Agreement with respect to its subject matter. Contact information is as follows:

If to Company:

AquaHydrex, Inc.
Attn: Alan Henderson
1797 Boxelder Way
Louisville, CO 80027 b.grier@aquahydrex.com.au
TBD based on Louisville City Council Approval

If to City:

Louisville City Hall
Attn: Economic Development
749 Main Street
Louisville, CO 80027
303.335.4531
aarond@louisvilleco.gov

9. Termination. This Agreement shall terminate and become void and of no force or effect upon the City if, by June 30, 2016, Company has not completed the project (as evidenced by a successful final inspections for the Project); or should fail to comply with any City code.
10. Business Termination. In the event that, within five (5) years of the commencement of occupancy at the Project Location (as determined by the date of issuance of the certificate of occupancy for the Project), the Company ceases operations at the Project Location, Company shall pay to the City a portion of the total amount of fees and taxes which were due and payable to the City but were rebated by the City to Company, as well as reimburse the City for any funds provided to Company pursuant to this Agreement. For each full month the Company and/or its successors and assigns, cease operations at the Project Location, the City shall receive back 1.67% of the foregoing amounts.
11. Subordination. The City's obligations pursuant to this Agreement are subordinate to the City's obligations for the repayment of any current or future bonded indebtedness and are contingent upon the existence of a surplus in sales and use tax revenues in excess of the sales and use tax revenues necessary to meet such existing or future bond indebtedness. The City shall meet its obligations under this Agreement only after the City has satisfied all other obligations with respect to the use of sales tax revenues for bond repayment purposes. For the purposes of this Agreement, the terms "bonded indebtedness," "bonds," and similar terms describing the possible forms of indebtedness include all forms of indebtedness that may be incurred by the City, including, but not limited to, general obligation bonds, revenue bonds, revenue anticipation notes, tax increment notes, tax increment bonds, and all other forms of contractual indebtedness of whatsoever nature that is in any way secured or collateralized by sales and use tax revenues of the City.
12. Annual Appropriation. Nothing in this Agreement shall be deemed or construed as creating a multiple fiscal year obligation on the part of the City within the meaning of Colorado Constitution Article X, Section 20 or any other constitutional or statutory provision, and the City's obligations hereunder are expressly conditional upon annual appropriation by the City Council, in its sole discretion. Company understands and agrees that any decision of City Council to not appropriate funds for payment shall be without penalty or liability to the City and, further, shall not affect, impair, or invalidate any of the remaining terms or provisions of this Agreement.
13. Governing Law: Venue. This Agreement shall be governed and construed in accordance with the laws of the State of Colorado. This Agreement shall be subject to, and construed in strict accordance with, the Louisville City Charter and the Louisville Municipal Code. In the event of a dispute

concerning any provision of this Agreement, the parties agree that prior to commencing any litigation, they shall first engage in a good faith the services of a mutually acceptable, qualified, and experience mediator, or panel of mediators for the purpose of resolving such dispute. In the event such dispute is not fully resolved by mediation or otherwise within 60 days a request for mediation by either party, then either party, as their exclusive remedy, may commence binding arbitration regarding the dispute through Judicial Arbitrator Group. Judgment on any arbitration award may be enforced in any court of competent jurisdiction.

14. Legal Challenge; Escrow. The City shall have no obligation to make any rebate payment hereunder during the pendency of any legal challenge to this Agreement. The parties covenant that neither will initiate any legal challenge to the validity or enforceability of this Agreement, and the parties will cooperate in defending the validity or enforceability of this Agreement against any challenge by any third party. Any funds appropriated for payment under this Agreement shall be escrowed in a separate City account in the event there is a legal challenge to this Agreement.
15. Assignment. This Agreement is personal to Company and Company may not assign any of the obligations, benefits or provisions of the Agreement in whole or in any part without the expressed written authorization of the City Council of the City. Any purported assignment, transfer, pledge, or encumbrance made without such prior written authorization shall be void.
16. No Joint Venture. Nothing in this Agreement is intended or shall be construed to create a joint venture between the City and Company and the City shall never be liable or responsible for any debt or obligation of Company.

This Agreement is enacted this _____ day of _____, 2015.

AQUAHYDREX, INC.
A Delaware Corporation

CITY OF LOUISVILLE

By: _____
Steven Kloos
President

Robert P. Muckle
Mayor

ATTEST:

Nancy Varra, City Clerk

SUBJECT: RON AND JOHN SACKETT DAY PROCLAMATION

DATE: JUNE 2, 2015

PRESENTED BY: CITY COUNCIL

SUMMARY:

Council wishes to recognize the contributions of Ron and John Sackett to Coal Creek Golf Course by naming June 29, 2015 as Ron and John Sackett Day.

FISCAL IMPACT:

None

RECOMMENDATION:

Proclaim June 29, 2015 as Ron and John Sackett Day.

ATTACHMENT(S):

1. Ron and John Sackett Day Proclamation

RON AND JOHN SACKETT DAY PROCLAMATION
June 29, 2015

WHEREAS, Louisville City Council wishes to recognize and honor the service of Ron and John Sackett to Coal Creek Golf Course and to the City of Louisville; and

WHEREAS, Ron was a Council Member for Ward 3 from 2005 to 2013 serving on the Finance, Business Retention and Development and Legal committees. Ron is a keen golfer and a dedicated supporter of Coal Creek Golf Course. Ron was one of the driving forces behind creation of the Golf Course Advisory Board chartered to advise City Council on all golf-related matters. Ron was Council's representative to the Golf Course Board until 2013 and continues to serve as Honorary Senior Advisor; and

WHEREAS, John Sackett served as a member of City Council from 1986 – 1991 and worked to create the golf course which opened in 1990. John also served as a board member for the Louisville Chamber of Commerce from 1993 – 1996. John recognized the importance of a golf course in a thriving, growing City.

WHEREAS, Ron and John Sackett played a vital role in making informed, effective decisions that supported the growth of Coal Creek Golf Course; and

NOW THEREFORE, BE IT RESOLVED that I, Mayor Robert P. Muckle, hereby proclaim June 29, 2015 as RON AND JOHN SACKETT DAY IN LOUISVILLE, COLORADO TO express the City's sincere appreciation for their contribution, effort and civic interest in the creation of Coal Creek Golf Course.

DATED this 2nd day June 2015

Robert P. Muckle, Mayor

ATTEST:

Nancy Varra, City Clerk

SUBJECT: REVIEW AND CONFIRMATION OF ALTERNATIVE LAND USE SCENARIOS AND MAIN STREET AND CENTENNIAL DRIVE INTERSECTION ALIGNMENTS TO BE STUDIED AS PART OF THE SOUTH BOULDER ROAD SMALL AREA PLAN –
Continued from 5/19/15

DATE: JUNE 2, 2015

**PRESENTED BY: TROY RUSS, DIRECTOR OF PLANNING & BUILDING SAFETY
SCOTT ROBINSON, PLANNER II**

SUMMARY:

Based on comments at the May 19, 2015 Council meeting, staff has adjusted the table of potential buildout for the South Boulder Road draft alternatives by removing the Alfalfa's/Center Court Apartments from the numbers, resulting in reductions in residential units and retail square footage from the existing and allowed totals, and smaller reductions in all categories for each of the alternatives. Staff also added a row labeled "entitled", reflecting what is currently built plus what has been approved but not built for the Boulder County Housing Authority, Coal Creek Station, Lanterns, and North End Commercial developments. The updated table is below, and the numbers have been adjusted in the attached PowerPoint. The Council Communication and attachments from the May 19 meeting are included below.

	Residential (units)	Office (SF)	Retail (SF)	Park (SF)
Existing	405	194,711	336,626	0
Entitled	732	236,739	408,126	0
Currently Allowed	1,006	1,258,870	532,236	0
Workshop Alternative	805	463,678	332,220	17.4 ac
Market Alternative	1,692	949,375	496,175	1.3 ac
Survey Alternative	992	1,086,484	583,263	10.4 ac

RECOMMENDATION:

Based on the public and City Council comments to date, staff recommends dropping the Market Alternative from further consideration. Staff also recommends proceeding to conduct detailed evaluations of the Workshop and Survey scenarios and comparing them to the Entitled and Currently Allowed development scenarios on these factors:

1. Character and design of the development;

2. Changes to property rights;
3. Fiscal impacts;
4. Traffic impacts;
5. Public costs;
6. School impacts; and
7. Evaluated against the measures of success

Further, staff recommends City Council make any desired changes to these alternative corridor land use scenarios and the Main Street and Centennial intersection alignments being considered for testing, then confirm them for further evaluation. The results will be vetted with the community to assist in developing a preferred hybrid land use scenario and infrastructure plan with more nuances which better reflect community desires and expectations during the *"Discussion"* phase of the project.

ATTACHMENT(S):

1. Updated - Presentation
2. 05-19-2015 Council Communication
3. Public Comment – Malerba – April 21, 2015

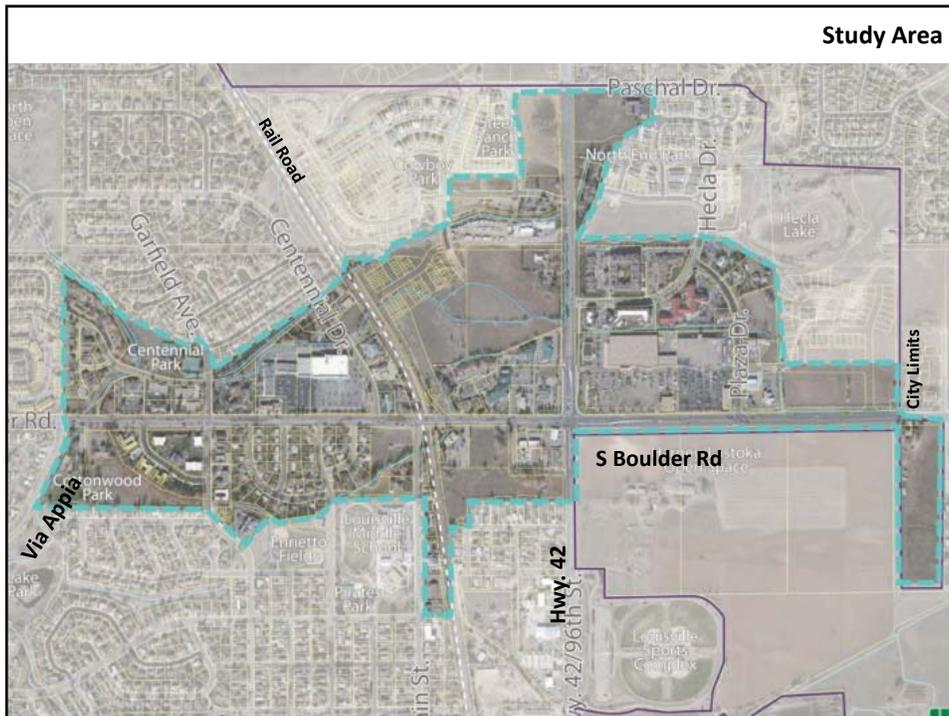


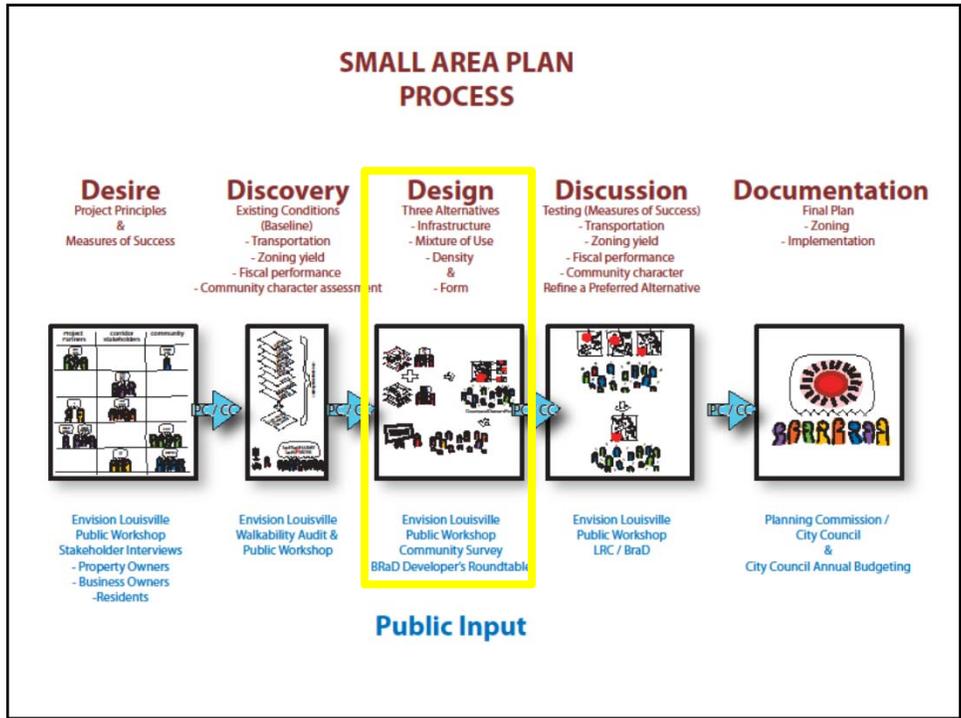
South Boulder Road

SMALL AREA PLAN | VIA APPIA TO CITY LIMITS

City Council

June 2, 2015

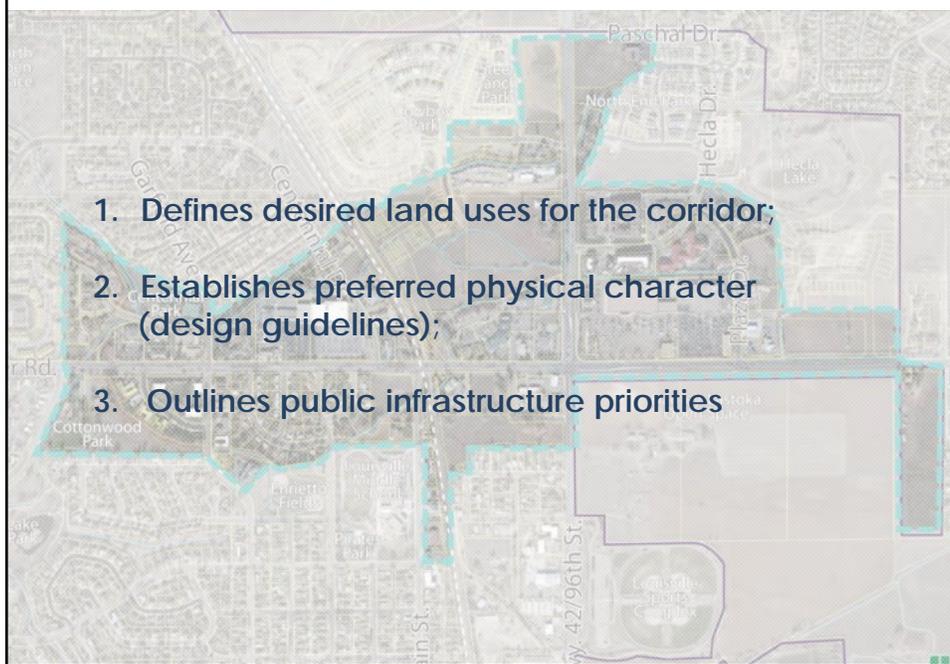




Strengths, Weaknesses, Opportunities, and Treats

	Positive	Negative
City Control	<u>Strengths</u> <ul style="list-style-type: none"> • Parks and open space near corridor • Physical form of the corridor (parcel sizes and rights-of-way) • Proximity to existing neighborhoods 	<u>Weaknesses</u> <ul style="list-style-type: none"> • Pedestrian and bike connections are lacking, uninviting, and perceived as unsafe • Conformity to community values • Aesthetic appearance of corridor • Connections to adjacent neighborhoods
	<u>Opportunities</u> <ul style="list-style-type: none"> • Corridor as transportation link • Shops, businesses, and services on corridor • Valuable mix of uses on corridor 	<u>Threats</u> <ul style="list-style-type: none"> • Impact of the market and regional competition on existing and desired land uses • Traffic • Train noise and impacts • Lack of community consensus on purpose of corridor • Upkeep of existing buildings
Region Control		

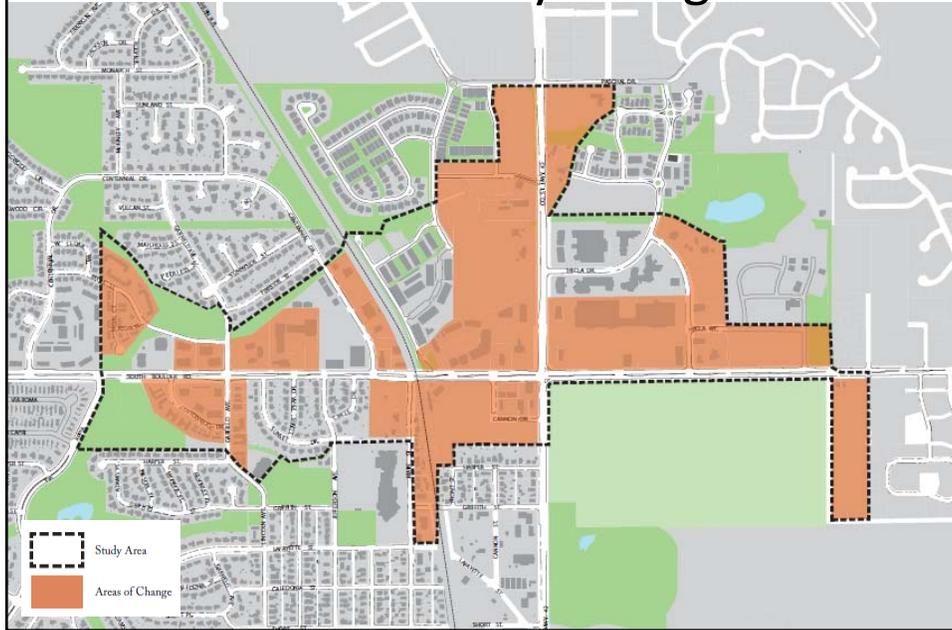
Study Outcome



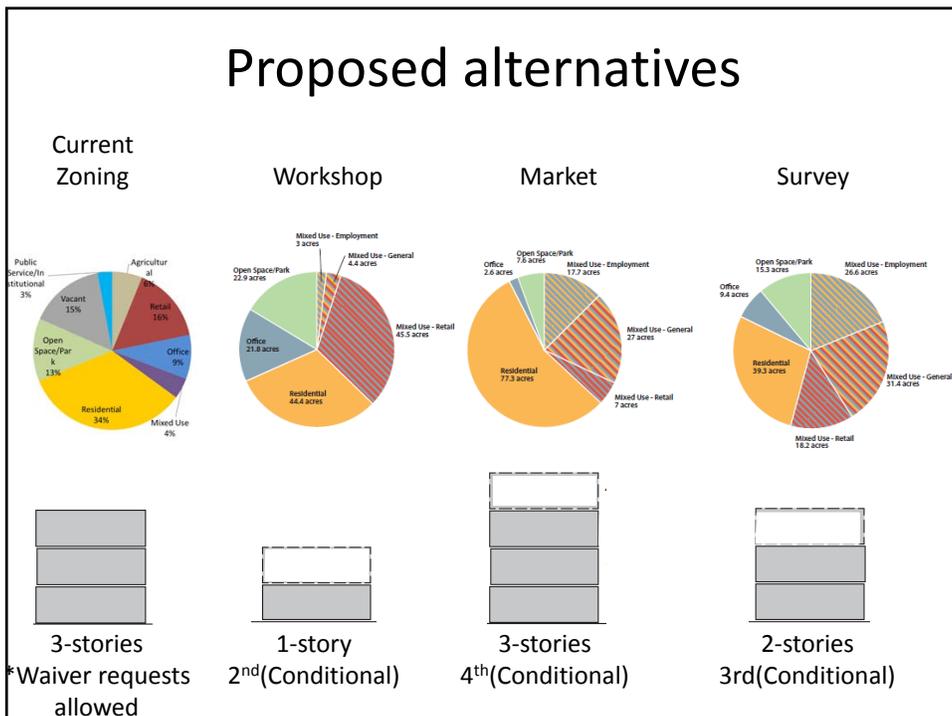
What will be studied?

1. Character and design of the development;
2. Changes to property rights;
3. Fiscal impacts;
4. Traffic impacts;
5. Public costs;
6. School impacts; and
7. Evaluated against the measures of success

Areas of likely change



Proposed alternatives



Land use descriptions



Mixed Use - Employment

This mix of uses creates a dense neighborhood with walkable work places by mixing office or other commercial space with residences.

Uses Allowed:

- Office
- Residential (conditional)



Mixed Use - General

By mixing office, retail, and residences, this category aims to create the most walkable places to live, work, and shop.

Uses Allowed:

- Office
- Retail
- Residential (conditional)



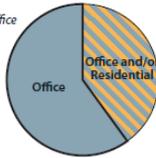
Mixed Use - Retail

This mix of uses focuses on creating walkable work places by mixing office or other commercial space with retail uses.

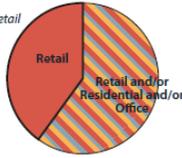
Uses Allowed:

- Office
- Retail

At least 60% office



At least 40% retail



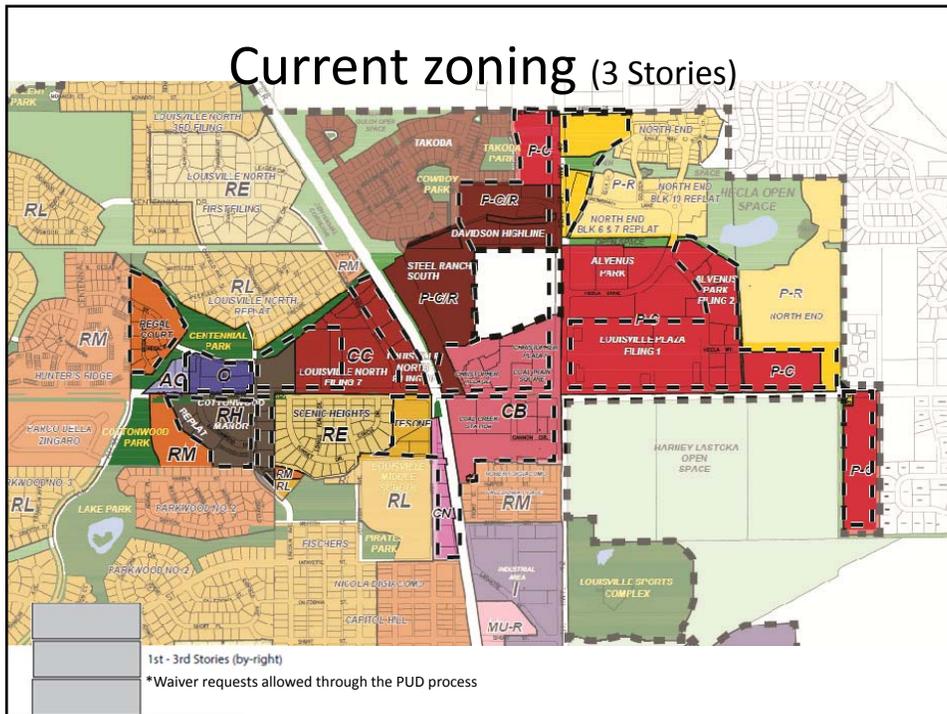
At least 40% retail



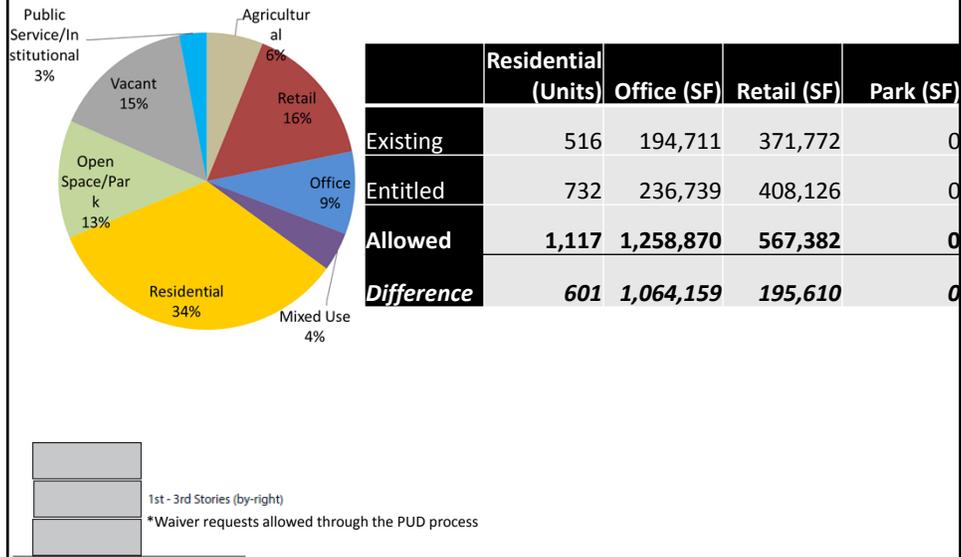
Conditional Criteria for Residential may include:

- Senior and affordable housing
- Live-work
- Fiscal performance
- Limited impact (view-sheds and shadows)
- Public realm improvements

Current zoning (3 Stories)

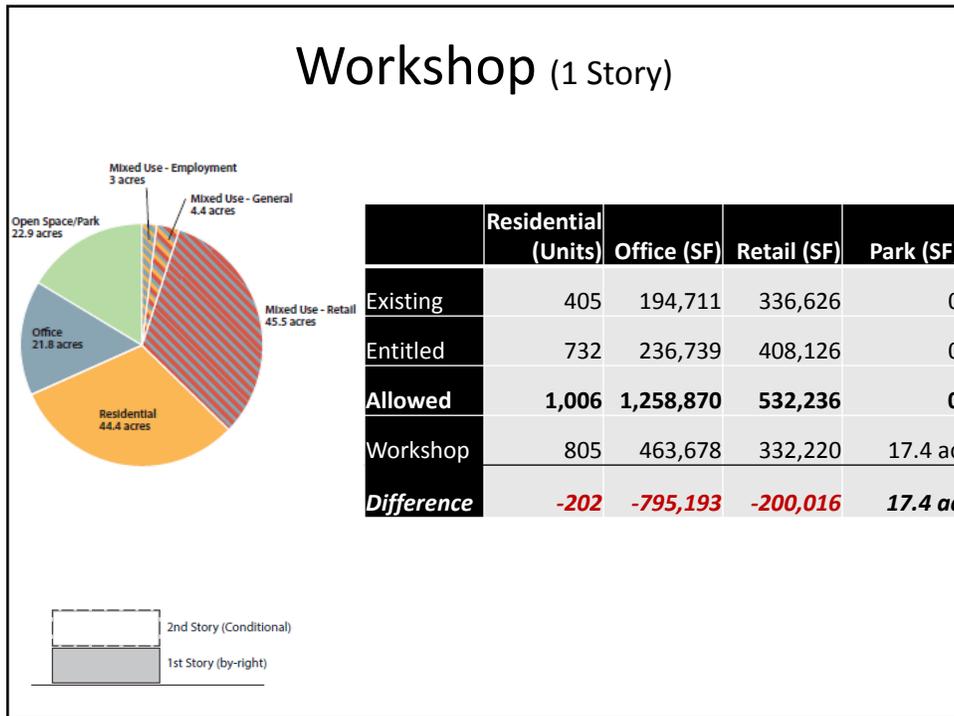


Current zoning (3 Stories)



Why evaluate this alternative:

Provides a baseline with which to compare the other alternatives and demonstrates how the corridor may develop if no plan is adopted.

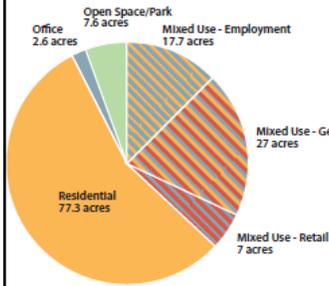


Why evaluate this alternative:

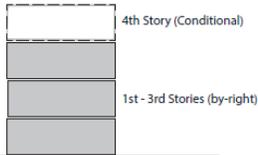
Provides a low-end estimate for future development and a high-end estimate for public investment and reflects proposals from the public workshops.



Market Alternative (3 Stories)

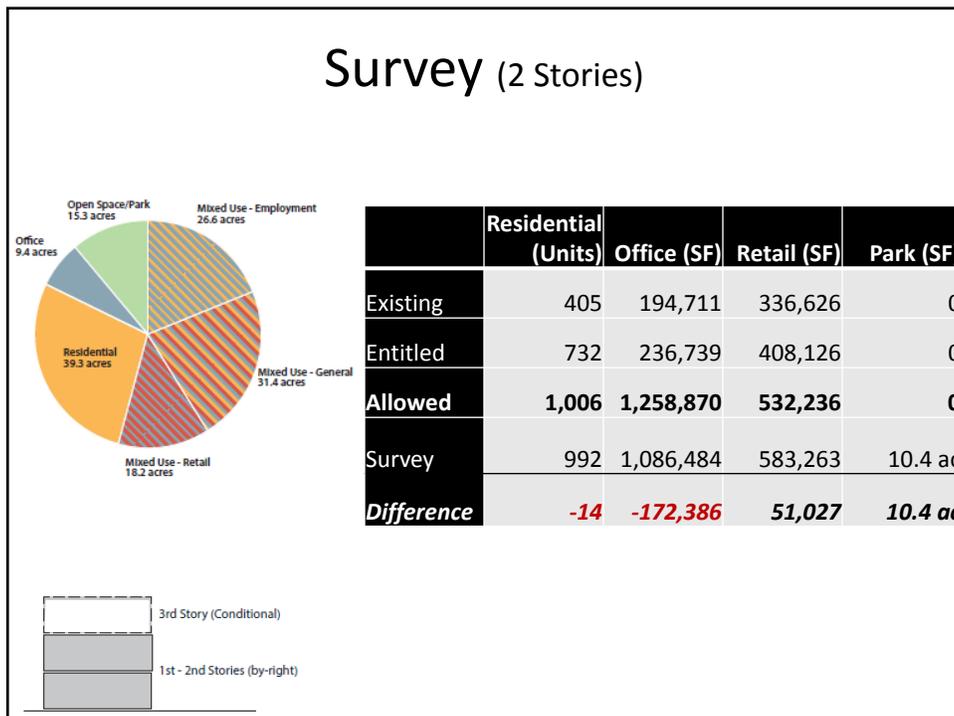
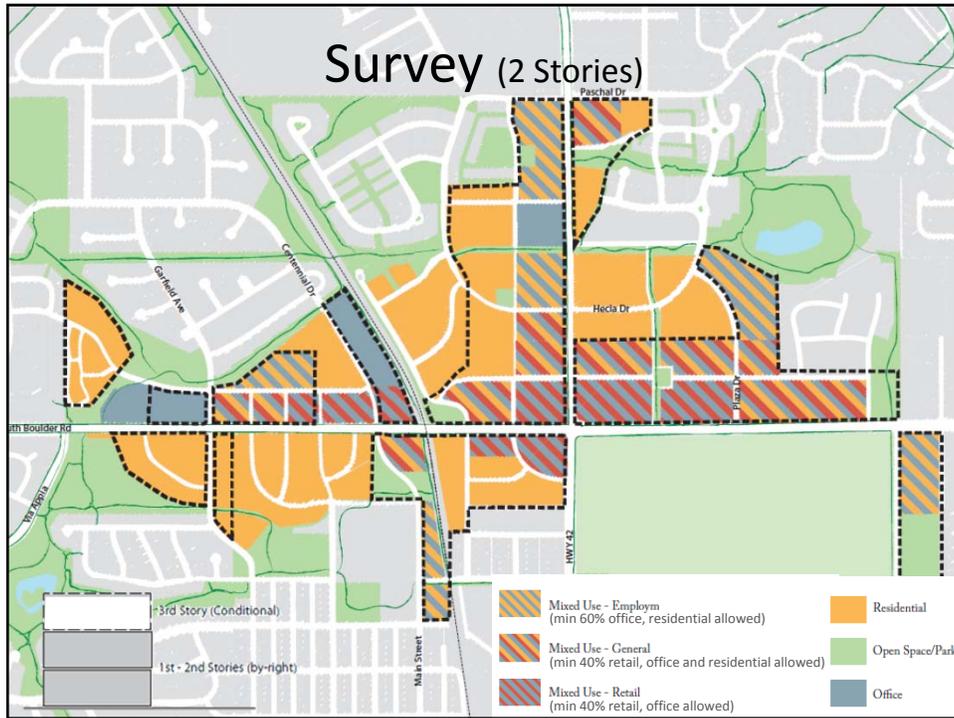


	Residential (Units)	Office (SF)	Retail (SF)	Park (SF)
Existing	405	194,711	336,626	0
Entitled	732	236,739	408,126	0
Allowed	1,006	1,258,870	532,236	0
Market	1,692	949,375	496,175	1.3 ac
Difference	685	-309,495	-36,062	1.3 ac



Why evaluate this alternative:

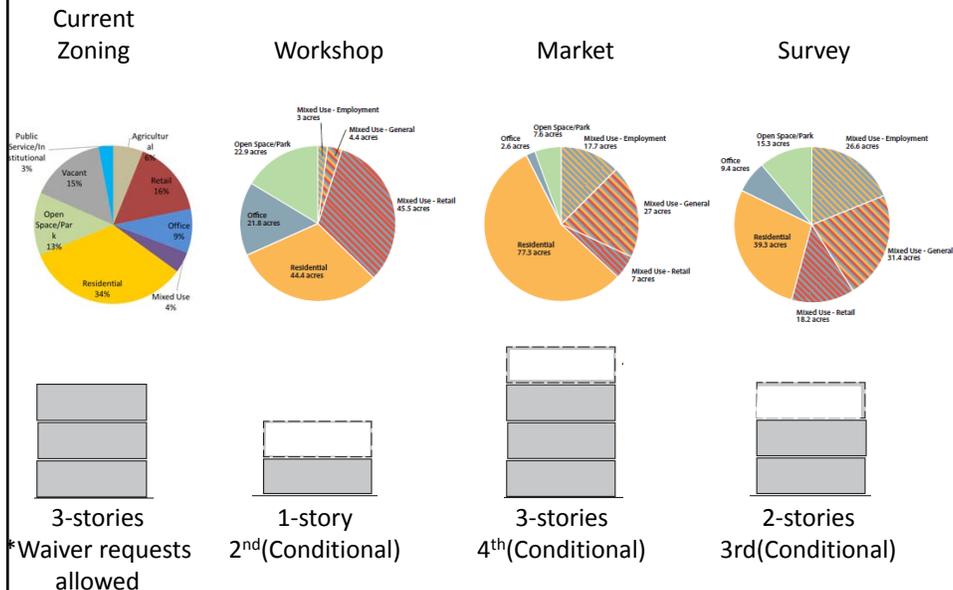
Provides a high-end estimate for future development and a low-end estimate for public investment and reflects interests expressed by the business community and market conditions.



Why evaluate this alternative:

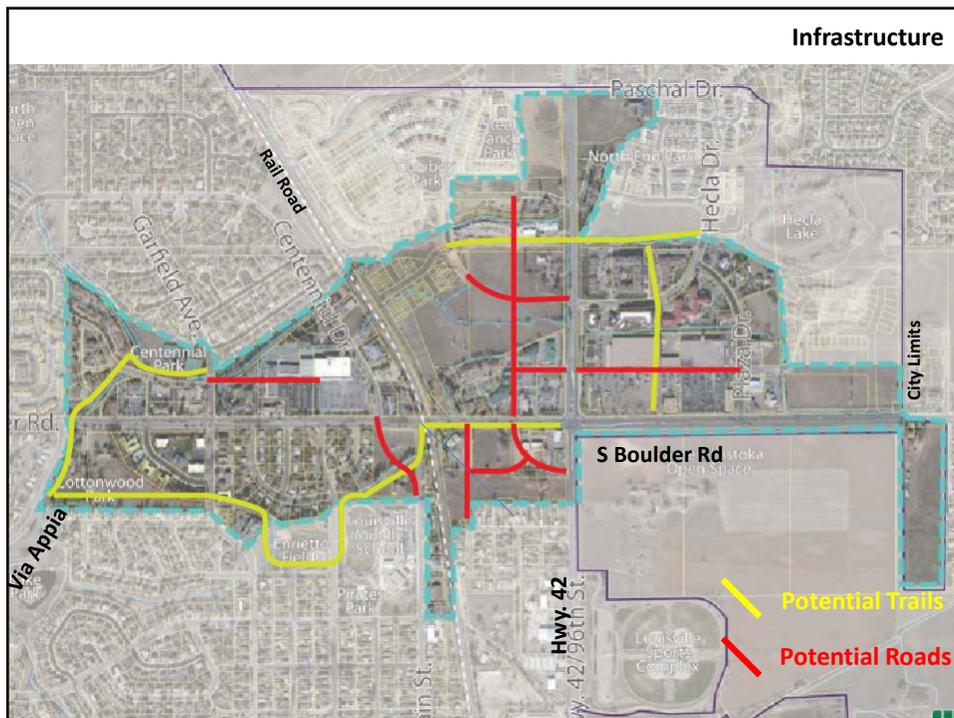
Provides mid-range estimates for future development and public investment and reflects survey results.

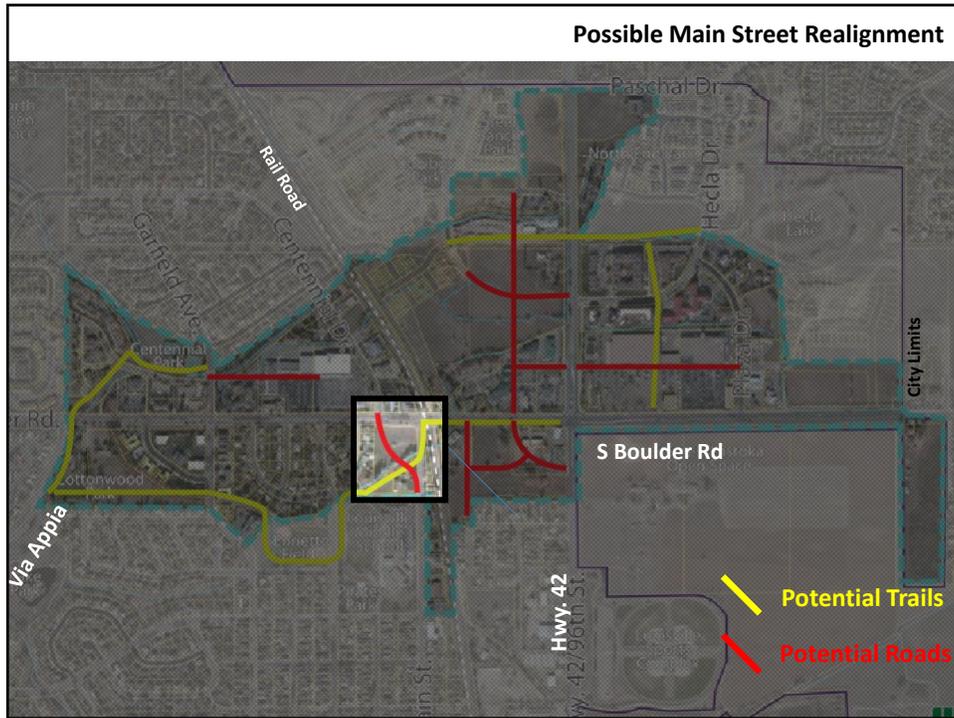
Proposed alternatives



Proposed alternatives

	Residential (units)	Office (SF)	Retail (SF)	Park (SF)
Existing	405	194,711	336,626	0
Entitled	732	236,739	408,126	0
Currently Allowed	1,006	1,258,870	532,236	0
Workshop Alternative	805	463,678	332,220	17.4 ac
Market Alternative	1,692	949,375	496,175	1.3 ac
Survey Alternative	992	1,086,484	583,263	10.4 ac





Why Study a Main Street Realignment?

Public Input

1. Pedestrian crossings of SBR are lacking, uninviting and perceived as unsafe.
2. Traffic congestion in the Corridor is a threat to the success and livability of the corridor.
3. Downtown is lacking a gateway from South Boulder Road.

Comprehensive Plan States

“Explore realigning Main Street on the southern edge of the (SBR) corridor to align with Centennial Drive to provide a gateway to downtown and provide a safe and efficient access plan for the (SBR) corridor”.

Why Study a Main Street Realignment?

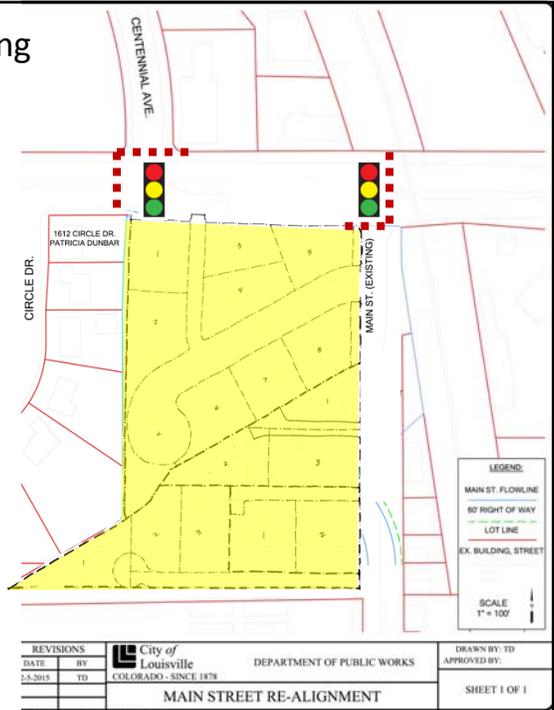


Option 1 - Do Nothing

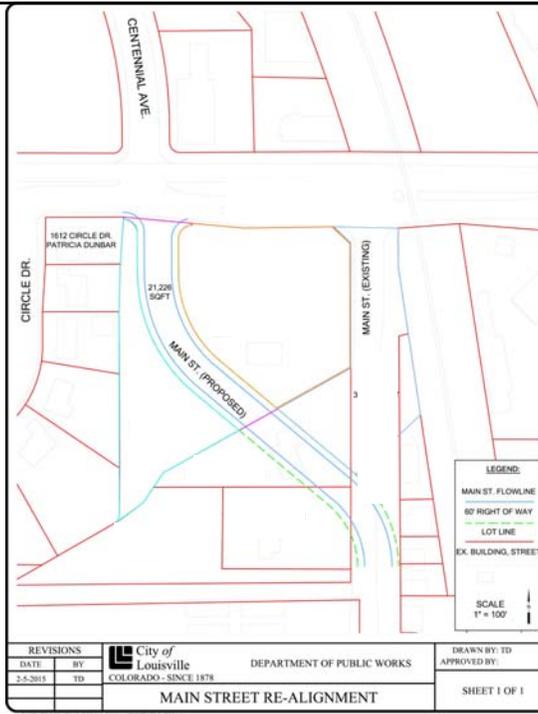
ZONED
RESIDENTIAL LOW (RL)
DENSITY

Allowed up to 26 units
Likely - 16 units

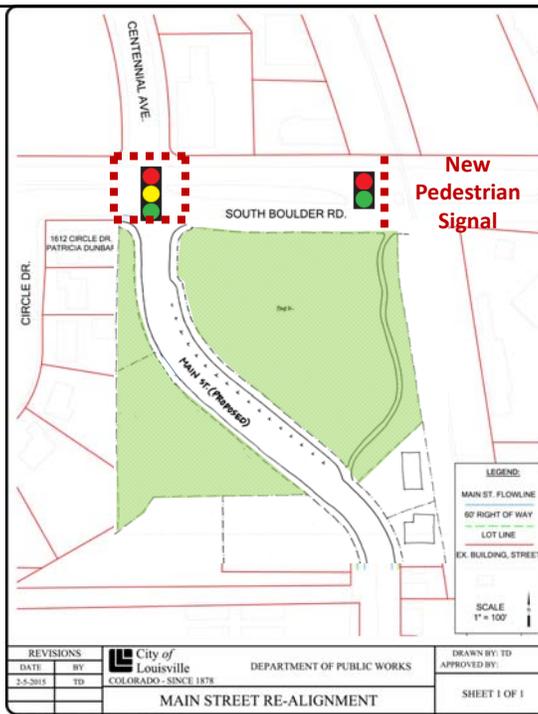
Desired pedestrian
underpass not likely near
this intersection.



Options 2 & 3 (Realign Main Street)



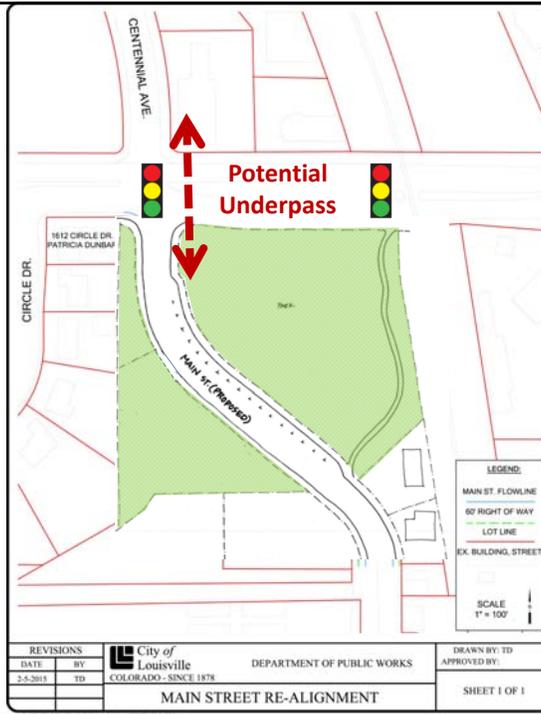
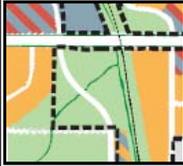
Option #2a Realign Main Street and create 2 to 3 acre park



Option #2b

Realign Main Street and create 2 to 3 acre park

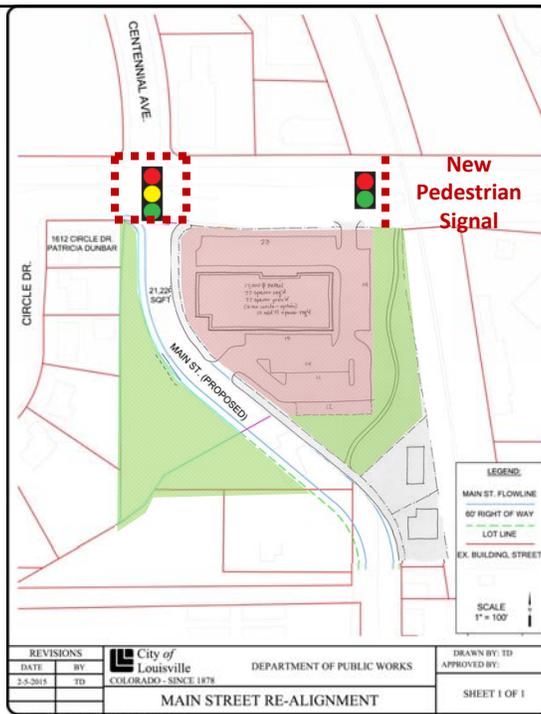
w/ potential pedestrian underpass



Option #3a

Realign Main Street and Rezone the property

17,000 sf of retail
6 residential units



Option #3b

Realign Main Street and
Rezone the property

17,000 sf of retail
6 residential units

w/ potential pedestrian
underpass

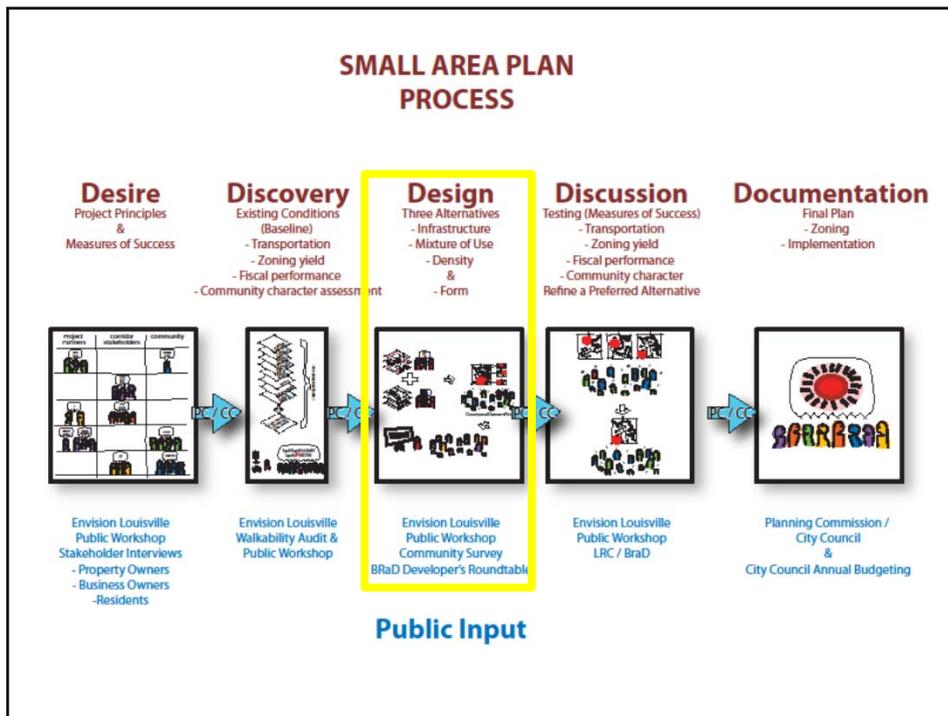


What is Next?

1. Confirm Land Use Alternatives to Study.
2. Confirm Main Street alignment options to study

What will be studied?

1. Character and design of the development;
2. Changes to property rights;
3. Fiscal impacts;
4. Traffic impacts;
5. Public costs;
6. School impacts; and
7. Evaluated against the measures of success



CONTINUE THE PROCESS



Attend public meetings



Share your ideas on
www.envisionlouisvilleco.com



Follow the
Planning Dept
@Plan4LsvICO

For more information visit www.envisionlouisvilleco.com or
contact Scott Robinson, Project Manager, 303-335-4596 or scottr@louisvilleco.gov.

South BOulder ROad



Carrie S. Bernstein
720.460.4203

csb@ablawcolorado.com

April 21, 2015

Mr. Malcom Fleming
City Manager, City of Louisville
749 Main Street
Louisville, CO 80027

VIA EMAIL: malcomf@louisvilleco.gov

Mr. Troy Russ
Director of Planning and Building Safety
Department of Planning and Building Safety
749 Main Street
Louisville, CO 80027

VIA EMAIL: troyr@louisvilleco.gov

Mr. Scott Robinson
Planner II, City of Louisville
Department of Planning and Building Safety
749 Main Street
Louisville, CO 80027

VIA EMAIL: scottr@louisvilleco.gov

City of Louisville Planning Commission
c/o Troy Russ
749 Main Street
Louisville, CO 80027

VIA EMAIL: troyr@louisvilleco.gov

Re: Property owned by Melissa Malerba - 1565 Main Street, Louisville, CO
Small Area Plan - South Boulder Road (Alternatives) - Planning Commission Agenda,
April 23, 2015.

Dear Messrs. Fleming, Russ, and Robinson and Planning Commission Members:

This firm represents Melissa Malerba with respect to real property that she owns near the intersection of Main Street and South Boulder Road in Louisville, CO with the physical address 1565 Main Street, Louisville, CO (the "Property"). We request that this letter be included in the Planning Commission packet for the April 23, 2015, Planning Commission Meeting, and be made part of the record for the 2013 Comprehensive Small Area Plan, the South Boulder Road Small Area Plan and the April 23, 2015, Planning Commission Meeting.

We are in receipt of various communications between our client, Mr. Fleming, and others within the City of Louisville (“City”), as well as City planning documents including the 2013 Comprehensive Small Area Plan and the South Boulder Road Small Area Plan, all of which demonstrate that the City has long been considering South Boulder Road Alternatives / redevelopment which will inevitably impact Ms. Malerba’s Property and require that the City acquire the Property, either through agreement or condemnation.

The City’s actions, therefore, have put a cloud of condemnation over the Property as follows:

- Pages 29-31 of the 2013 Comprehensive Plan describes development of the Highway 42 and South Boulder Road Urban Center and the South Boulder Road and Highway 42 Corridor plans, which plans would require the “taking” of the Property and re-routing of Main Street.
- Page 3 of the South Boulder Road Small Area Plan depicts re-aligning of Main Street that would require the “taking” of the Property.
- Page 6 of the South Boulder Road Small Area Plan depicts an open space / park on the Property that would require the “taking” of the Property.
- Pages 7 and 8 of the South Boulder Road Small Area Plan depict an area of change and possible residential/mixed use/open space/park land use where the Property lies that would require the “taking” of the Property.
- Additional pages in the South Boulder Small Area Plan depict aerial photographs of the South Boulder Road and Main Street intersection with illegible notes reflecting the City planner’s intentions for that area, but which clearly encompass the Property and envision a “taking” of the Property by the City.
- Ms. Malerba was recently approached by a realtor who desired to possibly acquire her property as part of an assemblage with neighboring properties to market to developers interested in redeveloping the assembled properties with mixed use/commercial uses. When the realtor was informed of the City’s intentions with Ms. Malerba’s Property, discussions with the realtor ceased.
- In the immediate short term, it will be difficult for Ms. Malerba to re-let the Property for a fair sum after her current tenants’ lease expires in June 2015.
- Ms. Malerba has contemplated selling the Property once her current tenants lease expires in June 2015, however, she would be unable to sell the Property for fair market value with the “cloud of condemnation” that the City has put over the Property.
- While the Property remains in South Boulder Road Small Area Plan depicting inevitable redevelopment, the City acts in a manner suggesting that it is already the owner of the Property; treating it as its own, without actually acquiring (by agreement or condemnation) the Property, and depriving Ms. Malerba of the ability to realize her investment plans for the Property.

As a result of the foregoing, Ms. Malerba has suffered substantial injuries, and continues to suffer such injuries, as a result of the City's "plans" to use the Property for public uses. For more than three years, Ms. Malerba has been unable to fully realize her plans for the Property. Presently, her tenant will vacate the Property in June 2015, making it difficult or impossible to re-let for a fair sum. The City's "plans" have also most certainly precluded Ms. Malerba's opportunities to sell the Property to a developer for the fair market value based on the highest and best use of the Property.

Ms. Malerba has participated in a majority of the meetings surrounding the South Boulder Road Alternatives and has participated in on-line commentary over the course of the last three years, through which she has gleaned that the City will likely acquire the Property in the future for a public use. Despite this fact, recently, in an April 13, 2015 email responding to Ms. Malerba's inquiry concerning the City's plans, Mr. Fleming disingenuously stated that the "design concepts that (the Planning Commission is considering) may or may not ever be realized." To the contrary, the City is acting as though it already owns Ms. Malerba's Property as it is clear that its "plans" include the Property for a public project at some time in the near future.

In Colorado, a private landowner may recover damages against a government when a longstanding threat of condemnation frustrates its use and development of its property. G & A Land, LLC v. City of Brighton, 233 P.3d 701, 711 (Colo. App. 2010). This is especially true in instances where the government acts as if it owns the subject property without first paying the private landowner the fair market value for the land. Id. By treating private property as its own and repeatedly claiming its intent to condemn without actually doing so, a government authority creates a "cloud of condemnation" that deprives a landowner of – among other things – the ability to improve, lease, refinance or sell its property. Id. at 708. "In such cases, the courts have concluded the property owner should not be obliged to suffer the reduced value of the property." Id. citing City of Detroit v. Cassese, 136 N.W.2d 896, 900 (Mich. 1965).

As described above herein, the City has firmly affixed a cloud of condemnation upon Ms. Malerba's Property. As the City continues to "plan" to take Ms. Malerba's Property for public projects, Ms. Malerba's substantial injuries and lost opportunity costs mount. The City must promptly take action and either (1) acquire the Property from Ms. Malerba immediately or (2) cease treating the Property as if the City already owns the Property and immediately remove any reference or depiction of the Property as a public use or part of a public project on any rendering of the South Boulder Road Small Area Plan or any other City document or communication. Ms. Malerba demands it be made clear that either the City owns the Property or Ms. Malerba owns the Property. If the status quo continues, Ms. Malerba will be forced to take her own legal action against the City.

Please call me at your earliest convenience to discuss this matter.

Sincerely,

ALDERMAN BERNSTEIN LLC



Carrie S. Bernstein

cc: Jay Keany (JayK@LouisvilleCO.gov)
Chris Leh (Leh@LouisvilleCO.gov)

**SUBJECT: QUESTIONS FOR MCCASLIN BOULEVARD SMALL AREA
PLAN SURVEY – *Continued from 05/19/2015***

DATE: JUNE 2, 2015

**PRESENTED BY: TROY RUSS, PLANNING & BUILDING SAFETY DIRECTOR
SCOTT ROBINSON, PLANNER II**

UPDATE

This item was continued from the April 7th and May 19th Council meetings for councilmembers to review the South Boulder Road Small Area Plan alternatives to better understand how staff utilized the South Boulder Road Community Survey in developing alternatives for consideration prior to giving staff direction on this item for the McCaslin Corridor.

Staff believes the format and questions of the South Boulder Road Survey and the proposed format and revised questions as suggested by City Council for the McCaslin Survey will prove to be additional useful tools in gathering community input for both small area plans.

Specifically, staff believes the community surveys provide City Council statistically relevant feedback on the community's basic unfiltered expectations related to potential land uses and desired community form necessary for consideration at this early stage of the process.

The information gathered from the survey, like the information gathered from initial community workshops during the "*Desire*" phase of the study; provide staff and City Council basic planning expectations from individuals who could not participate in the workshops.

As demonstrated in the South Boulder Road process, the survey information, along with all other community feedback gathered, allow staff to develop a range of alternatives for testing before any decision by City Council is needed. The information gathered from alternative testing will then be vetted against the project's measures of success. The results of the alternative evaluations will then be presented to the community to inform the development of a final preferred alternative for City Council consideration.

APRIL 7, 2105 Staff Report

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

SUBJECT: MCCASLIN BOULEVARD SMALL AREA PLAN SURVEY

DATE: JUNE 2, 2015

PAGE 2 OF 4

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: (for reference, question 6 asks, "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" and then lists "HOUSING OPPORTUNITIES", "SHOPPING AND DINING OPPORTUNITIES", "BUSINESS AND PROFESSIONAL SERVICE OPPORTUNITIES", and "PARKS AND PUBLIC SPACES" with additional detail under each of those categories):

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 taking the following actions to encourage shopping, dining, business and professional opportunities and the more specific uses under each of those categories mentioned above?

	Strongly <u>support</u>	Somewhat <u>support</u>	Somewhat <u>oppose</u>	Strongly <u>oppose</u>	Don't <u>know</u>
Granting sales and use tax rebates to promote business development	1	2	3	4	5
Public infrastructure support (streets, sidewalks, parks, etc.) for business	1	2	3	4	5
Grants for commercial building improvements to promote businesses	1	2	3	4	5
Building height or density bonuses to promote businesses	1	2	3	4	5
Allow some residential units in certain areas currently zoned commercial	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 <u>Park'n'Ride</u>	Sam's <u>Club</u>	North/West of <u>Centennial Pkwy</u>	None/ <u>no where</u>
Detached single family homes	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Duplexes/townhomes	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Apartments/condominiums	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Mixed-use buildings (apartments/condos above retail/commercial)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Question seven asks about what actions respondents would support the City using to attract desired business 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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City of Louisville



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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.
- **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

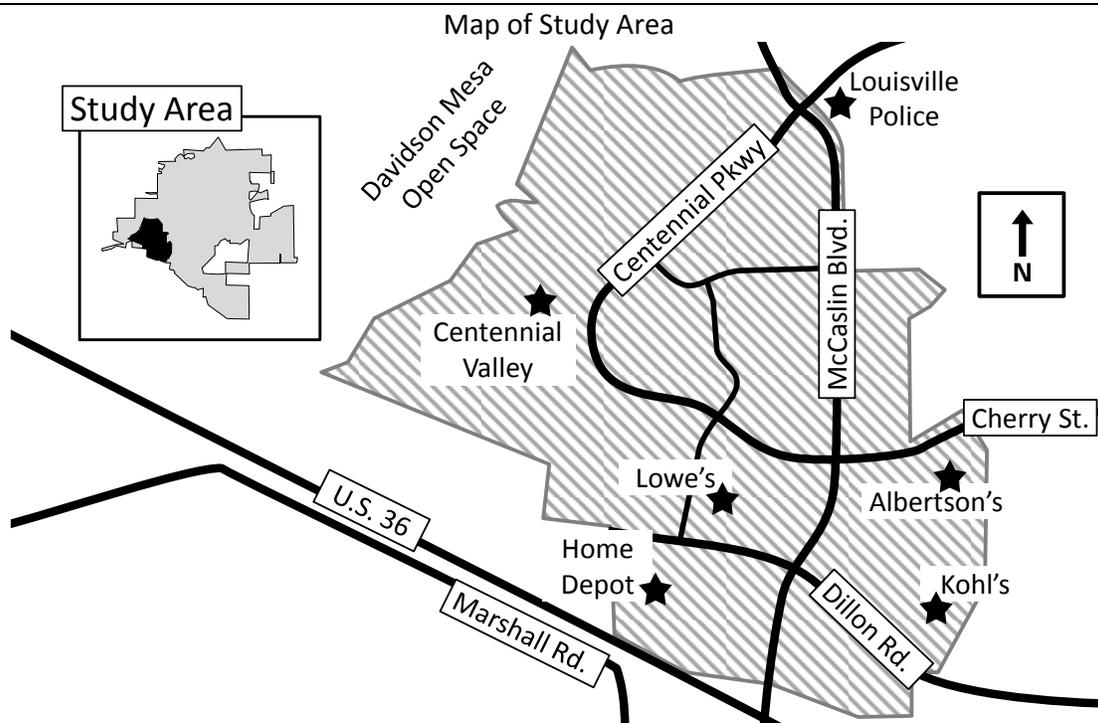
If you choose to complete the survey online, please enter the access code printed at the top of this letter. If you have any questions about the survey please call 303-335-4596.

Thank you for your time and participation.

Sincerely,



Robert P. Muckle, Mayor



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:

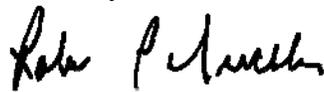
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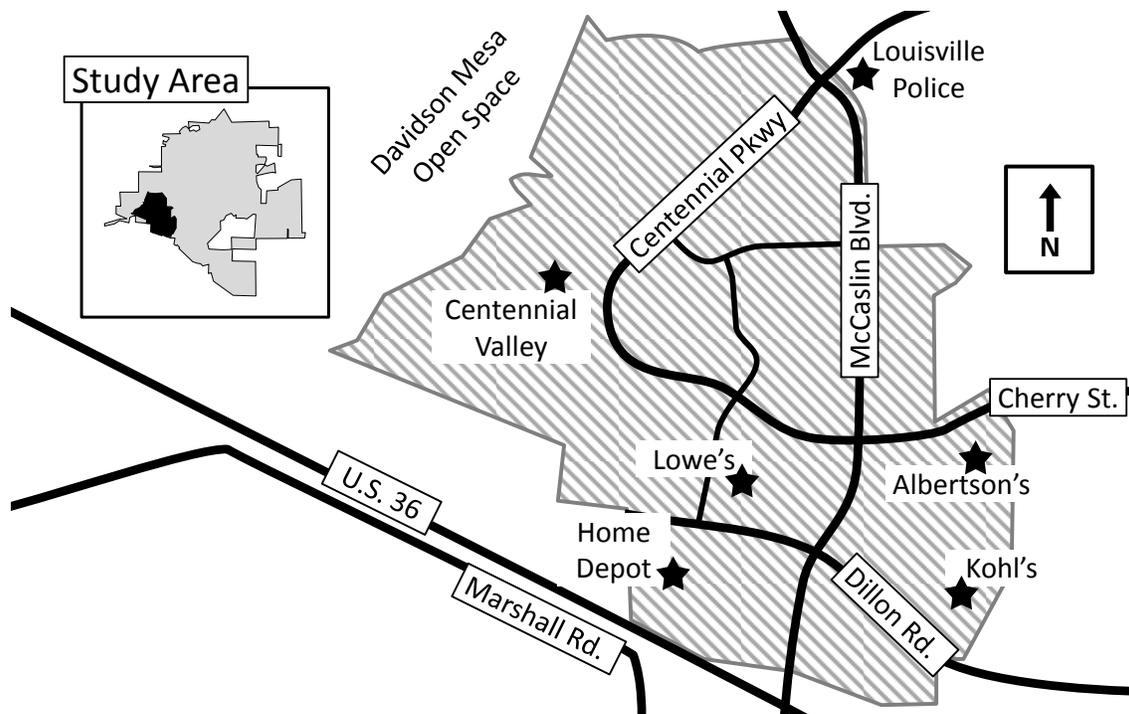
Thank you for your time and participation.

Sincerely,



Robert P. Muckle, Mayor

Map of Study Area



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)
- I shop/dine in the area
- I work in the area
- My child attends daycare/preschool
- I use medical/professional services in the area
- None of the above
- I walk or bike in the area
- I only travel through the area

4. In a typical month, how many times, if at all, do you visit each of the following?

	Never	1-3 times	Once a	Multiple times	Daily
		a month	week	a week	
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	Once a	Multiple times	Daily	Use	Use	Use
		a month	week	a week		more	the same	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:

	Too many	Right amount	Not enough	Not familiar
<i>HOUSING OPPORTUNITIES</i>				
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
<i>SHOPPING AND DINING OPPORTUNITIES</i>				
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
<i>BUSINESS AND PROFESSIONAL SERVICE OPPORTUNITIES</i>				
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
<i>PARKS AND PUBLIC SPACES</i>				
Bike and pedestrian amenities/recreational trails.....	1	2	3	4
Small parks.....	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: REVIEW AND ENDORSEMENT OF OPPORTUNITIES/
CONSTRAINTS ANALYSIS AND MEASURES OF SUCCESS
FOR McCASLIN BOULEVARD SMALL AREA PLAN**

DATE: JUNE 2, 2015

**PRESENTED BY: TROY P. RUSS, AND SCOTT ROBINSON, AICP, PLANNING
AND BUILDING SAFETY DEPARTMENT**

SUMMARY:

Staff is requesting City Council review and revise the opportunities/constraints analysis and measures of success as needed, then endorse them. Planning Commission reviewed the opportunities/constraints analysis and measures of success at its April 9, April 23, and May 14, 2015 meetings, recommended modifications, and endorsed them as modified. The versions presented below reflect Planning Commission’s modifications.

Opportunities/Constraints Analysis

The opportunities/constraints analysis takes the comments received from the public and organizes them into positives and negatives for the corridor. Opportunities are positives the corridor currently enjoys or will benefit from in the future, and constraints are negatives currently found in the area or which could impact the corridor in the future. Staff organized the comments received through the methods above into broad ideas and produced the following opportunities/constraints table:

Opportunities	Constraints
<ul style="list-style-type: none"> • Traffic volume providing potential customers for businesses • Investments at interchange and BRT station • Significant park/open space amenities just outside the corridor • Several areas ready for investment • Significant landscaping along the corridor • Potential for identity-defining features • Social infrastructure, such as schools, can accommodate growth • Existing hotels in area 	<ul style="list-style-type: none"> • Disconnected parcels and difficulty of adding new connections • Traffic speeds making the corridor unpleasant for visitors • Lack of visibility for businesses • Limited bike and pedestrian connectivity • Lack of public gathering spaces in the corridor • Outdated site and building designs and development, signage, and zoning regulations • Visitors unaware of connections to the rest of Louisville • Market capture area limited by street network, regional competition disparity between daytime and nighttime

	revenue, and surrounding open space
	• Lack of community consensus on desired uses

Measures of Success

The stated goal of the project is to create a land use and infrastructure plan that conforms to Louisville’s character and is supported by the community. To that end, the plan must support the core community values identified in the Comprehensive Plan. Based on community input, staff believes the three values in which the McCaslin Blvd area is deficient and most needs improvement are as follows:

- A sense of community
- Sustainable practices for the economy, community, and environment
- Unique commercial areas and distinctive neighborhoods

To address these deficiencies, and based on the opportunities/constraints analysis above, the following five project principles have been developed, with attendant measures of success for each. For the design and use related principles, measures of success will be further defined based on the results of the community survey.

Principle 1 – Improve connectivity and accessibility while accommodating regional transportation needs.

- a) Increase the network connectivity of roads parallel to McCaslin Blvd
 - i) Are vehicles able to move between parcels without returning to McCaslin Blvd?
- b) Make sure traffic passing through the corridor does not make it an undesirable place to live, work, play, and travel
 - i) Does traffic noise decrease?
 - ii) Do pedestrians and bicyclists feel safe?
 - iii) How long will a trip take on the corridor?
- c) Accommodate future regional transportation plans
 - i) How does the corridor alternative adequately address future transportation needs?
 - ii) How does the corridor alternative accommodate adopted regional transit plans?
- d) Provide wayfinding to locations within and outside the corridor
 - i) Are visitors able to find key destinations and locations in the study area?
 - ii) Are visitors able to find connections to key destination outside the study area, such as Downtown?

Principle 2 – Create public and private gathering spaces to meet the needs of residents, employees, and visitors.

- a) Provide for community amenities identified in the survey and elsewhere

- b) Provide a central civic space to help create a sense of place
- c) Encourage, through design guidelines or incentives, private developers to incorporate publicly accessible spaces into new developments
- d) Identify which, if any, undeveloped parcels should be purchased for park/open space
 - i) Does the ratio of acres to users meet City standards?
 - ii) Do public spaces connect to form a cohesive network?
- e) Provide programming to activate public spaces

Principle 3 – Enhance bicycle and pedestrian connections to private and public uses.

- a) Provide safe and convenient facilities that serve a broad range of users with multiple modes of travel
 - i) Are all modes of travel accommodated?
 - ii) Are users of all ages and ability levels accommodated?
 - iii) Do the improvements proposed provide safer conditions for all users and ability levels?
 - iv) Are existing deficiencies addressed?
 - v) Do bike and pedestrian facilities connect to trip beginning and end points?
- b) Design solutions that the City can realistically maintain over time
- c) Promote regional trail connectivity within the study area
 - i) Is a connection provided through the study area to Davidson Mesa and the new underpass?

Principle 4 – Utilize policy and design to encourage desired uses to locate in the corridor and to facilitate the reuse or redevelopment of vacant buildings.

- a) Do allowed uses serve community needs as defined in survey and elsewhere?
- b) Are allowed uses supported by the market?
 - i) To what extent are incentives and/or public infrastructure partnerships needed to induce identified uses to locate in the study area?
 - ii) To what extent do uses capitalize on investments at the US 36 interchange and Bus Rapid Transit station?
- c) Does the land use mix demonstrate strong fiscal benefits?
- d) Is the process for approving desired uses and desired character simpler and more predictable?

Principle 5 - Establish design regulations to ensure development closely reflects the community's vision for the corridor while accommodating creativity in design.

- a) Physical form should incorporate desires expressed in the community survey and elsewhere
- b) Ensure signage and landscape regulations allow for adequate business visibility without detracting from aesthetic qualities of the corridor
 - i) Does signage clearly direct visitors to businesses without appearing overbearing or too cluttered?

- ii) Does landscaping provide for a pleasant visitor experience while still providing visibility to businesses?
- c) Allow flexibility to respond to changes in market requirements, design trends, and creativity in design

Principle 6 – Establish development regulations to meet the fiscal and economic goals of the City.

- a) Does the proposed plan demonstrate long-term, strong economic benefits for the corridor?
 - i) Are allowed uses complimentary and will they reinforce each other?
 - ii) Are allowed uses supported by the market and likely to locate in the corridor?
- b) Does the proposed plan demonstrate strong positive fiscal returns to the City?
 - i) Will the timing of development maintain sufficiently strong returns at all times?
 - ii) Are alternative funding or taxing schemes required to meet the City's other goals for the corridor?

Background

The City has begun work on the McCaslin Blvd Small Area Plan. The goal of the McCaslin Blvd Small Area Planning work is to develop a land use and public infrastructure plan that has community support and provides a reliable roadmap for both public and private investments in this important corridor. This 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. The City has partnered with Cuningham Group, Kimley-Horn Associates, ArtHouse Design, MindMixer, and the National Research Center to develop the plan.

The study area for the project is along McCaslin Blvd from Via Appia to US 36, including all of Centennial Valley.



This planning effort is divided into five phases: *desire*, *discovery*, *design*, *discussion*, and *documentation*.

1. *Desire* – Use community outreach to solicit and document the community’s expectations for the corridor and identify specific measures of success (character traits, fiscal performance, transportation system effectiveness, etc.) that will be used ensure those expectations are met;
2. *Discover* – Analyze the corridor and document the existing performance (zoning build out, fiscal performance, transportation performance) of the corridor to establish a baseline for future comparisons;
3. *Design* – Outline, with community input, alternative land use and infrastructure scenarios for consideration by the community;
4. *Discussion* – Test and refine alternative land use and infrastructure scenarios with the community and develop a preferred land use and infrastructure scenario (the Small Area Plan);
5. *Documentation* – Translates the Small Area Plan into zoning amendments and potentially design overlays incorporated into the Louisville Municipal Code.

We are now at the culmination of the “Desire” phase of the project, and staff is seeking City Council approval of the opportunities/constraints analysis and project measures of success that have been developed through the process. The opportunities/constraints analysis summarizes the community’s current understanding and opinions of the study area, as well as their goals and desires for the area. The measures of success convert the opportunities/constraints analysis into metrics which will be used to evaluate the alternative scenarios developed in the “Design” phase described above. The selected preferred alternative must satisfy the adopted measures of success.

Staff is already underway with the “Discover” phase of the project, and expects the “Design” phase to begin with a public meeting sometime in summer, 2015. The City is also conducting a community survey to gather more information on opinions and desires for the study area.

There were three main opportunities for public participation in the Desire phase: the Urban Land Institute Technical Advisory Panel, the EnvisionLouisvilleCO.com website, and a public meeting held on February 19, 2015.

ULI Technical Advisory Panel

In spring 2013, Louisville invited the Urban Land Institute to conduct a Technical Advisory Panel for the McCaslin Blvd area. Six experts chosen by ULI examined the area, met with stakeholders, identified challenges, and made recommendations for the corridor. The final report produced by the TAP is included as attachment #1. Stakeholder comments are summarized on page 14, and they include a desire to make retail more attractive, provide better connections in the corridor, capitalize on nearby transportation investments, and create an identity for the area. The challenges identified by the panel are listed on page 6. They include outdated regulations, a lack of visibility and wayfinding, poor connectivity, and underutilized parcels. The panel also made several recommendations to improve conditions, which will be addressed at later stages of the planning process.

EnvisionLouisvilleCO.com

The City has partnered with MindMixer to operate www.EnvisionLouisvilleCO.com, which allows the public to share and discuss ideas related to the corridor and the small area plan. In December, staff posed six questions on the site. They were:

- If you could change one thing about the corridor, what would it be?
- How does McCaslin Blvd contribute to Louisville and its small town character?
- What elements of the developments in the corridor do you like? What elements do you not like? Please explain why?

- In which Core Community Values from the Comprehensive Plan do you believe the corridor falls short and needs to improve?
- Show us your favorite part of the corridor! Upload a photo.
- Do you have any additional questions, comments, or concerns about the corridor you would like to share?

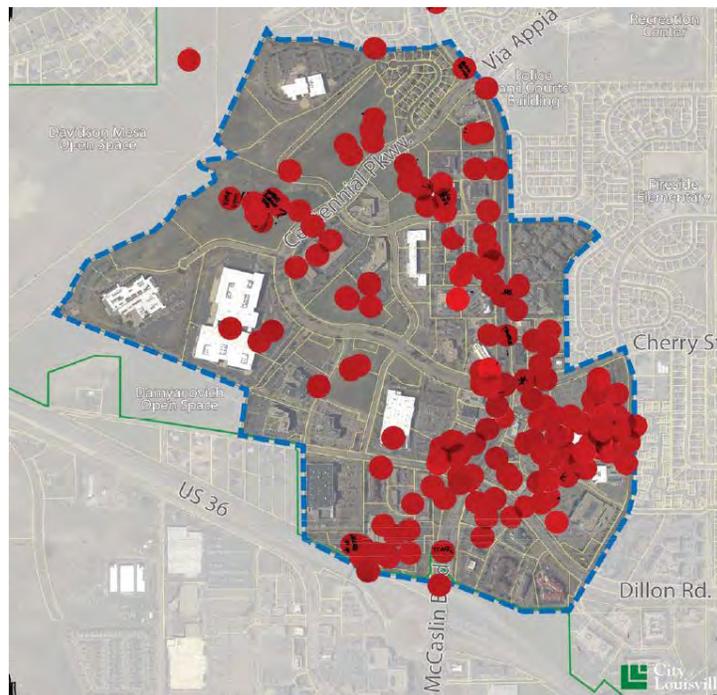
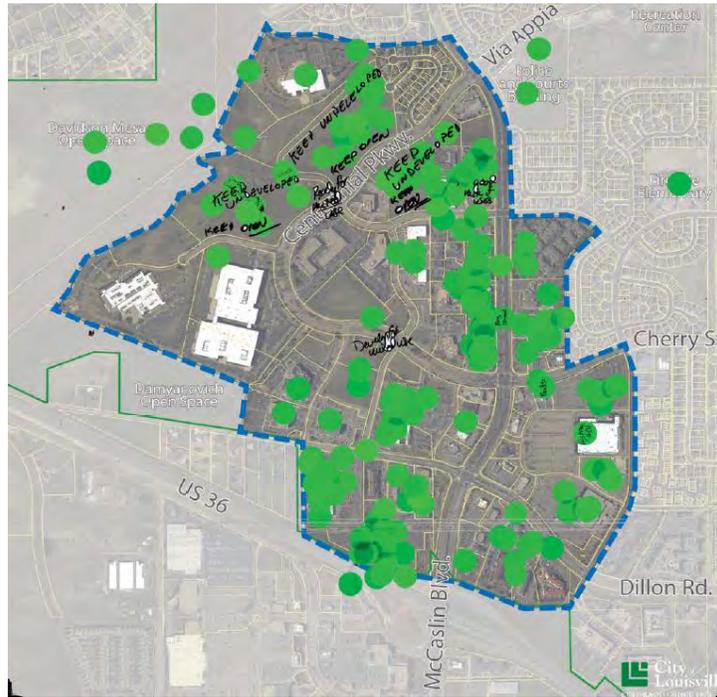
The comments received are included as attachment #2, and can be broadly summarized into several themes. The most common topic concerned creating more of a sense of place in the corridor. Commenters expressed a desire for a gathering or civic space, as well as more park space within the corridor. There was also a desire for better use of design, both in guidelines for buildings and in art and signage, to create an identity for the corridor. Commenters also wanted the mix of land uses and businesses in the corridor to reflect Louisville and the corridor.

The land use mix also needs to meet fiscal goals while creating more activity on the corridor, according to commenters. Connectivity and accessibility for bikes, pedestrians, and cars to and between parcels was also a concern. Commenters also wanted better access from Davidson Mesa to and through the corridor. In addition, the responses identified a lack of connection to the City's heritage in the corridor.

Public Meeting

On February 19, 2015, the City held a public kick-off meeting for the McCaslin Blvd Small Area Plan. Over 75 people attended, and the meeting included a general overview of the plan purpose and process (attachment #3), as well as several activities to elicit community input. The first activity asked participants to mark maps of the study area with things they liked (green dots), things they didn't like (red dots), and things they wanted to see changed (blue dots), included as attachment #4. The maps also included space for the participants to write notes.

Most of the green dots clustered on businesses participants liked, as well as some of the open spaces and undeveloped parcels. The red dots were most concentrated on the Sam's Club building, with additional dots at intersections along the corridor. The blue dots were even more concentrated at Sam's Club, with a few others at the McCaslin/US 36 Park'n'Ride.





The second activity provided small groups with two questions and invited them to discuss and record their comments (attachment #5). The questions were:

1. How do you use the McCaslin Blvd corridor and its surrounding properties and amenities, and how would you like to use it in the future?
2. What do you think the core community values identified in the Comprehensive Plan mean on the corridor, and as the corridor evolves, how do you think the core community values should be incorporated into it?

In response to the first question, many groups said they used the area for visiting specific businesses and travelling through to corridor to other places. For the future, most wanted the corridor to continue to serve these business and transportation functions, while also providing more of a destination on the corridor, and making it somewhere people wanted to spend more time. Some, though not all, were in favor of introducing more residential uses in the area.

In response to the second question, many groups wanted better connectivity through the corridor and more public amenities, such as trails, parks, and plazas. They expressed an impression that the corridor lacked Louisville's character, was not unique, and was not well integrated with the rest of the City. They were also concerned about ensuring the corridor is economically vibrant and sustainable.

FISCAL IMPACT:

The fiscal impact will depend on the specific actions the City Council chooses to incorporate into the Plan and how and when the City implements those actions.

PLANNING COMMISSION ACTION:

Planning Commission reviewed the opportunities/constraints analysis and measures of success at its April 9, April 23, and May 14, 2015 meetings. At the first April meeting, Planning Commission discussed the opportunities/constraints analysis and made several suggestions for modifications to be brought back at the second April meeting. Most of the suggestions were about clarifying the language adding a few new opportunities and constraints. Several members of the public spoke, mostly addressing traffic, pedestrian, and bike safety, fiscal performance, and the potential impacts of additional residential development. At the second April meeting, Planning Commission confirmed the changes to the opportunities/constraints analysis and recommended adding an additional measure of success addressing fiscal performance. At the May meeting, Planning Commission endorsed the modified opportunities/constraints analysis and measures of success.

RECOMMENDATION:

Staff recommends City Council make any desired changes to the opportunities/constraints analysis and measures of success, then vote to endorse them.

ATTACHMENT(S):

1. [Link to ULI TAP report \(4 MB\)](#)
2. [EnvisionLouisvilleCO.com comments](#)
3. [Link to Presentation from Community Meeting \(18 MB\)](#)
4. [Link to Public Meeting Maps \(11 MB\)](#)
5. [Public Meeting Comments](#)
6. [Planning Commission Minutes](#)
7. [Public Comments](#)
8. [Presentation](#)



Topic Name: McCaslin Blvd Corridor: Desired Changes

If you could change one thing about the corridor, what would it be?

Idea Title: Redevelop / Landscape

Idea Detail: In conjunction to redeveloping the shopping center into a mixed use town center, bring some life to the west side of Dahlia Street with townhomes & landscaping.

Idea Author: Brad M

Number of Stars 7

Number of Comments 0

Address: 611 Ridgeview Dr 80027, United States

Idea Title: Trail link

Idea Detail: A trail connecting to Davidson Mesa open space would be nice.

Idea Author: Brad M

Number of Stars 6

Number of Comments 0

Address: 263 Centennial Pky 80027, United States

Idea Title: Slow traffic down

Idea Detail: Use speed abatement technique like curb bump outs

Idea Author: Cris B

Number of Stars 5

Number of Comments 0

Address: 269 S McCaslin Blvd 80027, United States

Idea Title: Redefine the Sam's club property for senior housing.



Idea Detail: My belief is that what we need on the west side of town are more consumers, not more commercial development. If the SAMs club property was converted into senior housing, the local businesses would have patrons who could walk to them such as Albertsons, the banks and the restaurants.

Idea Author: Anita S

Number of Stars 5

Number of Comments 0

Idea Title: Add another undersurface crossing under McCaslin

Idea Detail: Between Via Apia and Dillon. and a trail connector on the west side of McCaslin to the new new tunnel that is being built under 36 just west of Home Depot on the North and West of the Costco

Idea Author: Scott B

Number of Stars 5

Number of Comments 0

Address: 7507 Dyer Rd 80027, United States

Idea Title: spin the buildings around

Idea Detail: OK, that's not possible. But, I would remove/replace landscaping and make much more visible and dynamic signage for these access and visibility challenged properties.

Idea Author: Michael M

Number of Stars 3

Number of Comments 1

Comment 1: not for removing landscaping will loose the small town look | By Michael B

Idea Title: Apply style guide for this corridor to South Boulder Road



Idea Detail: McCaslin is a good gateway in to Louisville from a look and feel perspective, despite its commercial nature. We need a similar clean and unified look on South Boulder Road, which is not a nice gateway into Louisville. Ugly deteriorating fences, ill-maintained apartment buildings, easements that are inconsistent from block to block. The single best way to dress this gateway up is to install a decorative fence design with landscaping from Washington all the way to Main Street to create a consistent look and feel under the control of the City (using easement rights) rather than invest this responsibility with private owners.

Idea Author: brian A

Number of Stars 3

Number of Comments 0

Idea Title: Downscale street

Idea Detail: This street is absurdly wide for what is an entry way into residential neighborhoods. The width encourages speeding but is a main pedestrian entry way between McCaslin & Fireside school. Perhaps add a landscaped median.

Idea Author: Brad M

Number of Stars 3

Number of Comments 0

Address: 193 Cherrywood Ln 80027, United States

Idea Title: Local town center

Idea Detail: Most likely this will receive much opposition from single family neighborhoods, but if any location should be redeveloped into more mixed use including townhomes / apartments it should be here - Albertsons / ex-Sams / Kohls shopping center.

Idea Author: Brad M

Number of Stars 3

Number of Comments 0



Address: 510 S McCaslin Blvd 80027, United States

Idea Title: Redevelop

Idea Detail: This area is highly underutilized due to poor design. As mentioned in my other critique regarding limited pedestrian access, this area is dominated by a lifeless gulch that provides little environmental purpose and no recreation purpose. Also a large parking lot that is lightly used. Build a parking deck near the park & ride & promote this corner as a potential office site since there is little else that can be built here.

Idea Author: Brad M

Number of Stars 3

Number of Comments 0

Address: McCaslin Blvd 80027, United States

Idea Title: either tear down Sam's or make it a public area

Idea Detail: If Sam's is not torn down, turn it into an indoor, year-round farmer's market, complete with gardening areas with grow lights, children's play area, arts and crafts and food kiosks. I avoid the Downtown Louisville events because the parking is so bad. Move the downtown events to the Sam's building and parking lot.

Idea Author: Barbara H

Number of Stars 3

Number of Comments 0

Idea Title: more human scaled

Idea Detail: Right now we have a conglomeration of businesses, some very nice and some medicocre, without any unifying idea--why not show some care in development--some nice public art created by local louisville artists (and there are lots of them) incentives for local businesses, better pedestrian access (some sidewalks just end, without any clear reason) how about if we did not allow those open parcels of land on the west side to be developed indiscriminately into office buildings or more shops? what about a continuation of the trail system to Davidson mesa, and more open space.



Please show some care for our resources and make this accessible to human beings who want to linger and have a good experience, not just people passing through in their cars.

Idea Author: Sherry S

Number of Comments 0

Idea Title: Pedestrian access to Park & Ride

Idea Detail: Pedestrians are going to take the quickest route from this central intersection to the park & ride. The sidewalk along McCaslin (which is isolated & dark) to the bus stop on 36 is significantly longer than walking straight through the shopping centers. Unfortunately walking through is not pleasant & lacks consistent pedestrian access.

Idea Author: Brad M

Number of Comments 0

Address: 594 S McCaslin Blvd 80027, United States

Idea Title: Pedestrian crossing / Intersection

Idea Detail: This stretch of McCaslin feels more like Federal or Wadsworth than it should be. The shopping areas are mostly nice, but with such a long distance between intersections, it doesn't make it easy to walk / bike around.

Idea Author: Brad M

Number of Comments 0

Address: 339 S McCaslin Blvd 80027, United States



Topic Name: McCaslin Blvd Corridor: Small Town Character

How does the McCaslin Blvd corridor contribute to Louisville and its small town character?

Idea Title: Add public space

Idea Detail: This commercial corridor is OK for what it is, a commercial corridor, somewhere to put all the big ugly things that people need but that are not too attractive. One thing that might improve the area is some inviting public spaces, possibly that connect to Coal Creek trail system or to the hill that overlooks the town up behind the hardware stores.

Another observation is that I think there are people who don't realize there is more Louisville, it is simply not in any way obvious to the outsider that there is a charming little downtown area (it is also not obvious from South Boulder Road).

Idea Author: Staje W

Number of Stars 14

Number of Comments 2

Comment 1: I agree that some signage off of 36 and S Boulder Road to point people to Old Town would be great. I have a friend who thought Louisville was only what you see on McCaslin. Once she visited Old Town and came to Street Faire, she was hooked and ended up moving here. I bet a lot of people don't know all the cool shops and restaurants that Louisville has to offer. | By Megan B

Comment 2: I especially like the idea of connecting to Coal Creek Trail. | By Kevin P

Idea Title: Increase of locally owned businesses...

Idea Detail: Still dominated by corporate chains, the corridor has seen some significant businesses that are locally owned. Parma, Bean & Berry, Thai Monkey Club come to mind. These join long-time businesses Tibet's, Old Santa Fe and Via Toscana. The more we have smaller, locally owned businesses, the more "small-town" the feel -- at least when you are inside these restaurants.

Idea Author: Michael M

Number of Stars 13

Number of Comments 0



Idea Title: It gives all the chains and big boxes a place to go.

Idea Detail: So that the rest of the City can have it's small town character.

Idea Author: scott B

Number of Stars 12

Number of Comments 0

Idea Title: Someone mentioned adding more connecting trails. I like this

Idea Detail: idea. Trails and trees for"The City of Trees".

Idea Author: Regina M

Number of Stars 10

Number of Comments 0

Idea Title: Enhance public art and signage

Idea Detail: I agree with others in that this corridor is best purposed for its current use. No doubt it brings some out of town sales tax dollars as it is the part of town most easily accessed from the US36. Without large parking lots and wide roads it wouldn't be an effective destination by car. However, to enhance the uniqueness of Louisville I would improve it by investing in attractive lighting, landscaping, town signage, and large (i.e. appreciable by car) public art installations. There's an opportunity to demarcate this area and add a cohesive feel that celebrates Louisville as a great place to live without changing the purpose or usability of the corridor.

Idea Author: Jonathan S

Number of Stars 8

Number of Comments 0

Idea Title: McCaslin doesn't say Small Town, but it's not meant to...

Idea Detail: The best way to include McCaslin as part of our "Small Town" is to keep it for business and NOT high density housing. Any housing of any kind will be separated from



Louisville by the idea of the corridor, and high density housing only 'Urbanizes' a business jewel of Louisville.

The McCaslin corridor provides a vital business area on the west side of town. As corporate health grows and office space is needed around this area, for its intellectual pool of talent and beautiful open spaces, Louisville is uniquely positioned as having space available for corporate and/or satellite offices for R&D, high-tech manufacturing and possible data center and distribution locations. Let other municipalities become the places where concrete canyons of high density housing happen, and let Louisville be the place where success happens. McCaslin does not really represent small town, but it does represent one of our most vital areas for fiscal sustainability.

Idea Author: Michael P

Number of Stars 6

Number of Comments 1

Comment 1: Amen, couldn't have been said any better. Unfortunately wisdom gets ignored here when it comes to overpopulating the town. | By Nate C

Idea Title: Keep the undeveloped land to the west undeveloped.

Idea Detail: If you want to keep Louisville "small town" the best way to do it is to resist the temptation to pave over the large parcels of undeveloped land to the west of McCaslin (along the flanks of Davidson Mesa). Virtually all this land was zoned for commercial development long ago. I would love to see some of this zoning revisited. Open Space/undeveloped land is the best way to make our town feel uncrowded and somewhat rural.

Idea Author: Laura D

Number of Stars 5

Number of Comments 0

Idea Title: Currently this corridor doesn't have any small town feel.

Idea Detail: Maybe other than the two coffee shops Bean & Berry and Paul's, everything else looks like anyplace else in America. Too many national franchise stores. There's no quaint neon lights on any shops.



Idea Author: Scott B

Number of Stars 5

Number of Comments 0

Idea Title: Convert the SAM's site into an indoor/outdoor destination.

Idea Detail: If retractable skylights were added down the center of the roof, the building could effectively have an outdoor common area that can be closed off during bad weather. The center (walkable) open area could be lined on either side with shops and restaurants. A larger, night-life, venue could be located at the rear...have space for live music, dance floor, pool tables and other family games along with a sports pub atmosphere. The parking is already there. The square footage is there and would need to be subdivided. I could sketch up a rough idea in minutes. My point is that Louisville doesn't have enough night life opportunities that don't involve lack of parking and/or lack of variety, and I and MANY others that I know end up having to go out of town (to Longmont, Broomfield, Boulder or even further) for entertainment...especially dancing to live music. We don't need more people to live here. We need more people to visit here to enjoy what we have.

Idea Author: Michael P

Number of Stars 4

Number of Comments 1

Comment 1: something needs to be done with this space. It would be great if it could be a tax-revenue creating business, since it is zones for that and built for that, with easy access from hwy 36 and lots of parking available. | By Robyn Churchill R

Idea Title: Branding

Idea Detail: It could have a name that connects it to Louisville. McCaslin Corridor is a description, not a name. It needs an identity. The merchants there should put on an art event every year like a parade or a jazz festival -- something kinda different that people would come out for.

Idea Author: Emilie P

Number of Stars 3



Number of Comments 0

Idea Title: It does not

Idea Detail: Access is horrible as a result I go elsewhere.

Idea Author: Michael B

Number of Stars 3

Number of Comments 0

Idea Title: great local businesses and a variety of services

Idea Detail: Of course there are some glaring flaws with the corridor as it is today, but we really appreciate some of its qualities--local businesses like Black Paw, Fringe, the print shop, Hana Sushi, and Paul's Coffee, the post office, Home Depot...we like being able to go to Chipotle and Starbucks. we just live around the corner so we appreciate being able to walk to these places and it definitely reduces the hassle in our lives. I would increase the number of small local businesses, walkability, dedicated open space and and public spaces and art to make it better, but we like many things already.

Idea Author: Sherry S

Number of Stars 1

Number of Comments 0

Idea Title: It doesn't.

Idea Detail: It doesn't, except, as others have pointed out, it's a place to put the chains and big boxes so that they do not infest downtown. There are a few businesses such as Bean & Betty and other independents that help give it some character, except they are hidden in strip malls with little visibility.

At this point McCaslin & 36 is really unfriendly to runners/pedestrians, with the Coal Creek Trail still closed under McCaslin and the sidewalks over 36 all closed by CDOT. Restoring some kind of access would at least make it friendlier.

Idea Author: Michael K



Number of Comments 0

Idea Title: Doesn't need to

Idea Detail: It's an arterial with appropriate and well-designed commercial access.

Idea Author: Joanne G

Number of Comments 0

Idea Title: At present, it doesn't contribute anything to the small town

Idea Detail: character. It needs to be redesigned or maybe scraped and redone completely.

Idea Author: Malene M

Number of Comments 0



Topic Name: McCaslin Blvd Corridor: Development

What elements of the developments in the corridor do you like? What elements do you not like?

Idea Title: Trees and landscape

Idea Detail: I like the landscaping, the trees, the green areas.

I do not like some of the high speeds and the width of McCasland. It can be very intimidating to cross as a pedestrian and also dangerous.

Idea Author: Cris B

Number of Stars 6

Number of Comments 1

Comment 1: I would just like to see more care given to the green spaces, the current landscaping is very generic and pretty much totally lacking in originality. I like green and nature, it just need more thought. Maybe some native species, hackberry trees, low water plants etc | By Sherry S

Idea Title: Dislike: huge Centennial Valley "skyscrapers" sculptures

Idea Detail: Those four big, brutalist cement "skyscraper" columns on the NW corner of McCaslin and Centennial Parkway are ugly, very dated-looking, and as bland as a corporate logo. They also seem to be suggesting a skyscraper future of industry in the city that doesn't mesh well with our city's aesthetic. I assume they were installed as self-advertising by the whatever corporation build up that area of commercial real estate: they feel a lot more like branding than art. I'm all for public art, but maybe there could be something at that location that makes an actual artistic statement about the town or was at least attractive.

Idea Author: Laura D

Number of Stars 3

Number of Comments 2

Comment 1: I don't think those pillars are artistic in the least and the scale is way off--way too huge. We need some actual art by actual local artists, something to pull ones attention in toward pedestrian destinations. | By Sherry S

Comment 2: Just imagine them as a landing pad for an alien spaceship and you will feel better.



| By Robyn Churchill R

Idea Title: I like the design of the commercial on the west side.

Idea Detail: I like the way the big box stores are set-back behind the smaller retail fronting McCaslin. Albertson's, Kohls and the former Sam's, would be best modeled similar to the west side.

Idea Author: Joanne G

Number of Stars 2

Number of Comments 0

Idea Title: Allow conversion of Sam's Club into commercial development

Idea Detail: Businesses such as Medtronic need room to expand; help them stay rooted firmly in Louisville by converting the retail nature of the Sam's Club space to a manufacturing and office facility to expand on their existing footprint in Louisville.

Idea Author: Rob E

Number of Stars 2

Number of Comments 2

Comment 1: I would hate to have a bland office building planted therethat is just a place where cars come and go. We need to think about upgrading this area in ways that encourage personality and the small town feel. If a business went in there it would need to be planned to fit the community feel, not just fill a space and needs for one company and its employees. | By Sherry S

Comment 2: How can we encourage a business that will increase the tax base of Louisville? | By Robyn Churchill R

Idea Title: Alfalfas is great

Idea Detail: the rest of the strip shopping center is bad including the new yellow monstrosity. It does not work.

Idea Author: Michael B



Number of Stars 2

Number of Comments 0

Idea Title: I like accessibilty but needs a better look

Idea Detail: There are many good aspects of the area in terms of necessary services and nice local businesses. It would be nice to have a better aesthetic sense--better and more harmonious landscaping, not just ancient junipers and rocks, better walking accessibility, more public art, more local businesses being encouraged to be there. I think we also need some kind of zoning rules for how businesses look--is anyone else horrified by the ugly and imposing movie theater? It's previous look was ugly but now, painted black, it looks like a funeral home, a huge funeral home. I am not for cookie cutter rules but something a little more sensible would be welcome.

Also as lots are being redeveloped they really need a more rational flow through their lots--currently I often feel like a rat in a maze, and I'm frustrated by the complexity of getting from one place to another.

Idea Author: Sherry S

Number of Comments 4

Comment 1: Sorry--I agree that we need a more distinct and charming look, not just more suburban sprawl here. | By Sherry S

Comment 2: I agree Robyn, much could be done to improve pedestrian friendliness. I walk to Lowe's Black Paw, Chipotle, etc bit that's because we ll've just a couple of blocks away--I definitely wouldn't drive to the area as a destination with the idea of walking around.

I agree | By Sherry S

Comment 3: I agree Robyn, a lot could be done to improve pedestrian accessibility. I love just around the corner and do walk to many locations, | By Sherry S

Comment 4: McCaslin Corridor is very accessible if you are in a car. No so much for walking or biking. Downtown Louisville is darling, but many short-time visitors will only see McCaslin and not be able to distinguish it from Broomfield, Westminster, Thorton, or a thousand other cities with big box chain development and wide streets. How can we make McCaslin be more pedestrian friendly and feel more unique? | By Robyn Churchill R





Survey: McCaslin Blvd Corridor: Core Community Values

In which Community Values do you believe the corridor falls short and needs to improve?

Question: Community Values

A Sense of Community : 9

Our Livable Small Town Feel : 7

A Healthy, Vibrant, and Sustainable Economy : 6

A Connection to the City's Heritage : 9

Sustainable Practices for the Economy, Community, and the Environment : 7

Unique Commercial Areas and Distinctive Neighborhoods : 6

A Balanced Transportation System : 5

Families and Individuals : 2

Integrated Open Space and Trail Networks : 6

Safe Neighborhoods : 5

Ecological Diversity : 8

Excellence in Education and Lifelong Learning : 5

Civic Participation and Volunteerism : 5

Open, Efficient, and Fiscally Responsible Government : 3

Comments

Number of Comments 2

Comment 1: We need growth and tax dollars to sustain ourselves and compete with the upcoming Superior & Broomfield town centers. Issue with McCaslin is setbacks and signage regulations defeat small businesses success. Develop McCaslin appropriately so that downtown can retain it's small-town feel. Continue business development in business parks,



then create places for those employees to spend their taxable dollars. | By Maryan J

Comment 2: If we slam dunk growth we might as well call ourselves Baby Boulder and say goodbye to our awards for Best Small City in the country. I say focus on Trails, Trees and Parks. We can renovate our empty business buildings also instead of adding new ones. We do not have to develop every square inch so traffic and population growth define us. What happened to the small town feel that people (not city planners) cherish? | By Regina M



Topic Name: McCaslin Blvd Corridor: Favorite Places

Show us your favorite part of the corridor.

Idea Title: Let's explore "right sizing" the corridor for all ages and travelers. Maybe a better balance of "speed" and "safety"?

Number of Comments 1

Comment 1: Happy, Safe | By Sherry S



Idea Title: Let's explore new gateway and identity in this corridor. Maybe themes that reflect our past, present, and future.

Number of Comments 1

Comment 1: Proud, Inspired, Happy | By Sherry S



Idea Title: Let's explore ways to connect to the BRT station. Current RTD stops lack identity, bike parking and sidewalk access.

Number of Comments 1

Comment 1: Safe | By Sherry S





Topic Name: McCaslin Blvd Corridor: Other Thoughts

Do you have any additional questions, comments, or concerns about the corridor?

Idea Title: much room for improvement

Idea Detail: There needs to be more continuity of the town. Something that ties it together. Wish I was a planner and had better ideas to offer.

Idea Author: Michael B

Number of Stars 9

Number of Comments 0

Idea Title: I would like to see McsIn become more bicycle friendly

Idea Detail: I would like to see a more direct/safer bicycle route from town (Cherry st.) to the west side of McCaslin as well as some bike lanes along McCaslin.

Idea Author: Kevin D

Number of Stars 8

Number of Comments 1

Comment 1: I agree this area is very bike un-friendly. I suspect some east-west multi-use corridor connections across McCaslin are in the works. But north-south along McCaslin is always going to be hard: there is nothing more sketchy for bikes than crossing tons of stripmall driveways! | By Laura D

Idea Title: This corridor needs more customers!

Idea Detail: This corridor needs more customers. Bring housing to this area! Ideally, modeled on Steel Ranch.

Idea Author: Michael M

Number of Stars 6

Number of Comments 0



Idea Title: Dog destinations

Idea Detail: I feel like the Davidson Mesa Dog Off-leash Area and the Community Park Dog Park are both heavily used by our own citizens. They are even used by out-of-towners and commercial interests, such as professional dog-walkers. Clearly there is a large demand for this sort of city amenity. An off-leash area (like at Davidson Mesa) requires little more infrastructure than a sturdy fence and a few benches. I'd like to see the city purchase some land in the McCaslin corridor to provide another dog-friendly destination. I imagine the local coffee shops would benefit as well. That said, one has only to look on either side of the fence at Davidson to see the impact of all those dogs on the prairie grass-- I would hate to see more-or-less pristine City Open Space land sacrificed to a dog amenity. It could just as easily be reclaimed land, HOA land, or a small parcel between corporate campuses west of McCaslin: dogs just want to run!

Idea Author: Laura D

Number of Stars 3

Number of Comments 0

Idea Title: think about impact of development on neighborhoods

Idea Detail: My concerns:

- 1) Increased traffic flow through neighborhoods--if this becomes a more heavily used part of the city, how will we discourage traffic from flowing through neighborhoods? Already, Dahlia is often used as a cut through and the pace and volume of traffic is a nuisance to the neighborhood.
- 2) increased density--I fear that this area will be zoned as a high density neighborhood. We can use the terms 'new urbanism' or 'european style development' but this upbeat framing does not negate the fact that more people will bring negative externalities to surrounding neighborhoods,. Currently I love being able to take a quiet walk along the path--a lot more people in this area will crowd these spaces
- 3) increased noise. I am all for community spaces but we need to think about noise and parking issues--look at downtown and how much those neighborhoods have to endure with the crowds and noise all summer long.

I am all for vibrancy but only with some thought about these issues.

Idea Author: Sherry S

Number of Comments 0

Idea Title: capitalize on panoramic views



Idea Detail: I know that there is a lot of frustration surrounding the Sam's Club in its current state, but the lot has one gigantic thing going for it presently--the view from the front is spectacular. I find it so sad that we live in such a beautiful state and so much building is done with complete disregard of the natural world. Could we preserve this view/design buildings that accentuate or at least not obscure it? It gives a sense of wide open spaces that I think is integral to preserving our town's sense of place.

Idea Author: Sherry S

Number of Comments 0

Idea Title: No more comments/questions.

Idea Detail: No more comments/questions.

Idea Author: Joanne G

Number of Comments 0

McCaslin Blvd Small Area Plan Kick-off Meeting – February 19, 2015

Dot exercise map comments – what do you like, dislike, and want to see changed in the corridor?

Green dot maps - likes

- Current zoning = light industrial (near Centennial Heights West) is preferred to residential – I agree
- Lowes/Home Depot good for fiscal responsibility/supplies for residents – destination dollars, keep
- Business area bike races/weekends
- US 36 BRT and the US 36 bikeway present new opportunities to attract economic development at the McCaslin station
- Open areas waiting for development is good
- Vacant land presents opportunities for new uses
- Transit station provides good access to the area (but not walkable from arrival)
- Open space should be preserved – designated open space
- Great access to movie theater, restaurants, meds, etc.
- Davidson Mesa is a high quality asset that should be supported by the surrounding area by compatible amenities
- High quality restaurant and coffee shops in the corridor
- Home Depot and Lowes – great to have both
- Post office
- Centennial Pavillions is walkable and has access to the bus
- Pedestrian bridge
- Keep some open areas
- Vacant commercial, keep undeveloped, open space
- No housing at Sam's Club
- Busaba, Starbucks strip mall, Paul's Coffee, local theater (Colony Square walkability), Kohls
- Underpass near Davidson Mesa
- Cinebarre, Paul's Coffee, Via Toscana, Starbucks corner and other stores
- Davidson Mesa access
- Big street is ready for a diet, space to add protected bike lanes, space to add transit lanes, space for character features
- Paul's Coffee
- Area near Centennial Heights West – keep open, keep undeveloped, ready for mixed use
- Centennial Valley – develop for mixed use

Red dot maps – dislikes

- Walkability and bikeability are lacking in the area
- Wayfinding from the BRT station into the City for bikes and pedestrians
- Improved transit access
- No residences at Sam's Club is a weakness
- Lack of connectivity between mini-strip malls along McCaslin – get trapped in a mall
- Lack of adequate signage to find places you want to go

- Sam's Club is a “dead area” that impacts the surrounding area
- Lack of walkability and bikeability
- Reduce traffic at Cherry and McCaslin
- Western lots, keep open, rezone vacant
- Walk/bike connection for Enclave
- No residential near Centennial Heights West
- US 36 Park'n'ride is 20 minute walk from closest residential area – no pedestrian walkways through parking lots
- Sam's Club blight
- Pho visually unappealing
- Difficult to navigate FedEx square
- Baskin Robbins
- Morning and evening traffic commuters use as bypass to Boulder
- Exit ramp on Cherryvale
- Clean winter gravel off streets, sidewalks and rocks
- Signage – stores blocked by trees
- Clean up loose brush – landscaping
- Shields on streetlights – lights shine into bedrooms
- High vacancy rate in Centennial Valley
- Need more retail (balance business with residential)
- Private vacant land that could be more for Louisville – what is the best use for this land?
- Dillon and McCaslin turn lanes are not conducive to visibility at the intersection, cars block vision of the intersection
- Trail connectivity to Davidson Mesa
- Right hand turns very dangerous for the blind and handicapped at Cherry and McCaslin, horrible crosswalk
- Too much hardscape at Sam's Club
- Old Sam's Club needs to have condos to bring people to support businesses
- No residential near Centennial Heights West
- Poor circulation at Centennial Pavilions
- Lack of connecting streets and walkways west of McCaslin
- Needs building in front of Sam's Club
- Traffic levels (busy) speeds
- Not walkable
- Lack of walkability from/to transit on 36
- Vacant Sam's and other commercial spaces
- Albertson's old/tired
- Lack of residential housing options
- How can we calm the traffic

Blue dot maps – priority changes

- Sam's Club could be zero-lot-line housing
- So many chains on McCaslin seems a shame there isn't a more unique feeling but not sure how to achieve it

- Some sort of tie to Downtown, maybe at Via Appia or Dillon might be better
- I do not want residential at Sam's Club location – ditto
- Mixed use/TOD at BRT bus stop
- Senior housing
- Sam's Club – fix it
- Opportunity to develop vacant land
- Sam's Club
- Walkability around transit center and theater
- Keep a good grocery store
- Prepare for losing one big hardware store
- Keeping non-vehicular (cars) passage clear for pedestrians, wheelchairs, etc
- Tunnel under 36 coming very soon needs trail connection
- Auditory crosswalk signal
- Multi-use at Sam's Club? Eliminate need for big box
- More pedestrian access to park'n'ride/bridge/across 36
- Sam's Club = blight
- Clean up dead brush and trees
- Trim trees difficult for people to walk under
- Sam's Club
- Additional exit at Cherryvale(?)
- Build a mixed use town center to compete with the rest of the US 36 corridor
- No high-density residential please
- Keep setbacks large and good landscaping
- Low traffic business zone, more retail at Sam's Club
- Keep the church
- Possibly sub-divide Sam's Club into indoor spaces (open the roof with retractable) live music venue and restaurants
- Save vacant land for future commercial development
- Protect single-family homes, keep nearby land undeveloped

Table exercises

Question1: How do you use the McCaslin Blvd corridor and its surrounding properties and amenities, and how would you like to use it in the future?

Table 1

- How use now: get to work, drive through/bypass, walking, eating, bike/run, shopping, post office, gas station, home improvement shopping, hotels
- How would like to use: parks, drive through/bypass, walking/biking – improved, recreational trails, eating, shopping, post office, gas station, better integrate Davidson Mesa, improve Davidson Mesa parking, residential, improved bus stop amenities

Table 2

Now:

- Commercial stores, shops, restaurants
- 36 access
- Gas station
- Errand running
- Bank
- No outdoor mingling
- Unfriendly outdoor space
- Car → building → car (no lingering)
- Post office
- Lot of driving through parking lots (cut through at Chipotle)
- Bad access to destinations
- No destinations (places to spend time)

Future:

- Outdoor gathering spaces
- Better access from street to fronts of shops
- Bike/pedestrian access
- Outdoor eating (in pleasant environment)
- Interconnected trails
- Better visuals/signage
- Remove median on McCaslin – better transit access
- Connectivity – nothing is really connected now
- Wayfinding improved
- More housing

Table 3:

Now:

- Live just west of the corridor
- Access for commerce and transportation
- Use it to get to other parts of town
- Use it to get to Boulder
- Use it to get to King Soopers

Future:

- To use it as more of a destination that is planned for more use by people
- To use it more for and to access recreation
- For trail connections to Marshall Mesa under 36 (new tunnel is halfway in already)
- More trail connections to Davidson Mesa to the west

Table 4:

Now:

- Rec center
- Majority of shopping: Kohls, Home Depot, 1st Bank, dry cleaning, eating out at restaurants – do what we can to keep tax dollars in Louisville, gasoline, doctors, services and retail, post office, bus, Hwy 36 access
- Current struggles: road access in and out of stores

- Current use of open space – great for biing running, etc.

Future:

- No development to negatively impact the local school population
- No high density apartments of patio homes
- Fiscal sustainability as development priority
- Smooth transitions between current development areas (ie: large lot homes → smaller homes → office parks → services)
- Purchase current commercial space to use for open space
- Active recruitment of business opportunities versus passive assistance
- Sam's Club → entertainment venue(s)

Table 5:

Now:

- Transportation – to get somewhere else, the rec center, Boulder
- Shopping – groceries, bank, hardware
- Restaurants
- Physical therapy
- Individual destinations, not a place by itself, like going “Downtown”

Future:

- More pedestrian friendly
- More buzz – like downtown
- More reasons to stay into evening – not just drive over and then leave
- Maybe mixed use? Housing + retail + business
- (Lots not west of the corridor – you're in it)

Table 6:

Now:

- Access to post office and small business locations
- Access to South Boulder Road and Superior
- Access to Rec Center
- Drive it – not bike/walk
- Drive to businesses and restaurants

Future:

- Slower traffic speeds
- Second downtown
- Improve biking/walkability
- Public outside/event gathering node/space
- Grid streets
- Less concrete
- Less parking/multi-use spaces
- Convert huge parking areas to more balanced parking and buildings
- More housing options – residential mixed use, integrated businesses and housing
- Less housing

Table 7:

- Drive corridor now – would like to walk in future
- You have to drive from one small commercial location to another – want to walk from location to location
- Functions as a drive-through or single destination – want connectivity
- Have to drive McCaslin – would like alternate routes between properties
- Have to know what is located in areas – want signage

Table 8:

Now:

- Dining
- Shopping
- A way between South Boulder Road and Hwy 36
- Car wash

Future:

- More bicycle accessibility
- More pedestrian accessibility
- Safer
- More (some!) relaxation areas
- Plan for Sam's Club, plan for departure of a home supply store
- More locally owned businesses

Table 9:

- Driving to shopping in the businesses on McCaslin
- Corridor to Superior shopping center/Hwy 36
- Want separated bike lanes for safety
- Layout of shopping center on west is very confusing and difficult to access
- Access to Davidson Mesa

Table 10:

Now:

- Retail – fast casual restaurants
- Provide city with fiscal sustainability, especially capture non-residential dollars
- Shopping, drive through – access to South Boulder Road, Via Appia, and US 36 (car)
- Shop
- Davidson Mesa access, hiking, Harper Lake
- Entertainment – movie theater, coffee shops
- Post office

Future:

- Pedestrian, bike options
- More of an entertainment district
- More shopping
- Office supply store
- Live music (indoors)

- Outdoor plaza, gathering
- Trail connections
- Less car-centric
- More formalized street connections, better design
- Dairy Queen, something for kids to go to, hang out
- Trail connections (walk, bike) Enclave

Table 11:

- Very ruled by car currently
- Better landscaping, like Town of Superior does. Flowers, statues, sculptures, etc.
- Would like to be able to use it in a more walker friendly way, bikes and shuttles too
- More residential use in that area
- Free bus to transport people around town like in Vail, without needing a car
- Create places to watch the sunset, be around firepits, etc.
- Big loop around New Town Louisville
- Would like to make it a place to be and to hang out, not just a corridor
- Old Town Louisville connected to New Town Louisville
- Use lighting and signage to give the sense of community
- Trim the trees for pedestrians to be able to walk
- From scattered to connected
- Connect the different shopping malls on the west side of McCaslin

Table 12:

- Access to retail
- Access to McCaslin park'n'ride
- Bike, walk, drive
- Post office, vet
- Access to Davidson Mesa and Harper Lake
- Access regionally outside Louisville, US 36, Boulder, Denver bus, Superior, Superior area trails
- Movie theater

Table 13:

- Excellent access to restaurants and other facilities
- West has a lot of open lots and empty large buildings – corridor rezoning to bring people in
- Old Sam's Club need condos to bring people (also ugly)
- Gas station, bank, grocery store, restaurants but would prefer it more pedestrian friendly
- Maybe Sam's could have a good pedestrian mall with unique store
- More restaurants and shops (not chains) with outdoor patio space
- Better connection to open space

Table 14:

- Mostly go to the Home Depot, Lowes, Costco, Target

Question 2: What do you think the core community values identified in the Comprehensive Plan

mean on the corridor, and as the corridor evolves, how do you think the core community values should be incorporated into it?

Table 1:

- Improve transportation
- Louisville character
- Outdoor places and activities
- Safe neighborhood

Table 2:

- Integrated open space
- Sense of community/gathering space
- Architectural continuity
- Balanced transportation system
- Green space
- Unique commercial areas and distinctive neighborhoods
- Build character – incorporate character of Louisville into this area

Table 3:

- Little small town feel in the corridor, except for: Roosters Barbershop, Bean & Berry coffee shop, Paul's coffee shop, Starbucks to some degree – nice patio
- More family center places to use on the west side of McCaslin

Table 4:

- Sustainability
- Healthy, vibrant economy
- Accessibility by all: bus/car/biking/walking
- Balanced transportation
- Community spaces/hangout spaces
- Downtown and “uptown” → west of McCaslin

Table 5:

- Pedestrian friendly
- Sense of community
- Ways for people to interact more naturally, like in east side of town, downtown, Memory Square
- More of a mixed use
- Economic sustainability for business in that area
- Smaller lots – not so many really big buildings
- Divergent Louisville

Table 6:

- Balanced transportation – more rational ways to get to small businesses on west side
- Integrated open space and trails – more walkable areas, possibly use undeveloped land as open space, connect trails and walkways

- Sense of community – community gathering space like Steinbaugh Pavilion, multi-use
- Unique areas – make this more of a distinct part of town, not just downtown in Louisville

Table 7:

- Need residential development to support local markets – commercial
- Increase access across developable areas (vacant land and underutilized commercial areas)
- Connect across and to successfully developed areas (silos) possibly along rear property lines connection parking lots
- Parking is necessary for commercial enterprises that are considerably different from downtown

Table 8:

- Needs sense of community
- Needs public spaces, opens space and trails, public transit connectivity
- Utilize to reduce redevelopment pressure on historic structure
- Balanced transit

Table 9:

- Park/open space lacking near/on McCaslin or between shopping centers
- Save some of open space which is zoned commercial for public gathering/parks/open space
- Retail businesses need to be easily accessed with pedestrian/bike path access
- The intersection of McCaslin and Dillon is not possible to cross on foot/bike (double turn lanes without stopping prevent safety of pedestrians)
- Use vacant commercial before more is built
- Reduce traffic and wait times at traffic lights
- Audible crossing signal for the blind and visually impaired

Table 10:

- Healthy vibrant economy is essential part of this area
- Integrated trails and open space missing
- Sense of community, public gather spot
- No “Welcome to Louisville” feel off highway
- No sense of “heritage” in design standards – too hodgepodge

Table 11:

- A recreation square surrounded by commercial stores could be a good anchor to have people hang out
- Sam's Club as an event center
- B-Cycle – bike rental service
- Golf carts
- Car rental
- Motor bikes
- Restaurants hub
- Cohesion

- Signage that is cohesive and uniform
- Incorporate the Old Town historic feel that draws people to Louisville
- Integrate visually
- Hilly topography is challenging for walkers and bikers
- Need playgrounds, trails that are mostly pedestrian/biking, not next to road or street

Table 12:

- Lacking values 1-4
- A bunch of buildings, no character
- Needs a sense of place
- Give people a reason to stop and shop, sense of place
- Wasteland
- Pedestrian scale
- Unique commercial areas and neighborhoods
- Healthy, vibrant, sustainable economy
- Less driving

Table 13:

- Like the open-ness to the west
- Connect with bike paths, more open public spaces

Table 14:

- A park west of Centennial Pavilion lofts would attract people and be good
- Also, need outdoor pool adjacent to Police Building – would be greatly popular
- Working with current developer on their commitment to suitable plan for this corridor

Planning Commission

Meeting Minutes

April 9, 2015
City Hall, Council Chambers
749 Main Street
6:30 PM

➤ **Small Area Plan – McCaslin (Measures of Success)**

Staff Report of Facts and Issues:

Scott Robinson presented from Power Point:

- Study area extends from US 36 to Via Appia, properties adjacent to McCaslin on the east and all Centennial Valley on the west.
- Purpose is to define the desired land uses for the corridor, establish preferred physical character with design guidelines, and outline public infrastructure priorities.
- Process included five phases.
 - Phase 1 – Desire: Set goals
 - Phase 2 – Discovery: Corridor analysis
 - Phase 3 – Design: Develop alternatives
 - Phase 4 – Discussion: Select preferred alternative
 - Phase 5 – Documentation: Codify results
- Phase 1 – Desire
 - Opportunities/Constraints analysis
 - Project measures of success
- Community Input
 - ULI (Urban Land Institute) Technical Advisory Panel. Interviewed stakeholders in the corridor, property owners and developers, business owners, and residents in and near the corridor. Results and their analysis as form of input.
 - www.EnvisionLouisvilleCO.com. Questions submitted with responses.
 - Public kick-off meeting in February with good attendance.
- ULI TAP results
 - Make retail more attractive
 - Provide better connections for cars and pedestrians
 - Capitalize on nearby transportation investments on US 36, new interchange, new lanes, and new bus service
 - Create corridor identity
 - Outdated regulations
- EnvisionLouisvilleCO website, general comments
 - Better sense of place
 - Civic gathering area and parks
 - Better design of buildings, signs, and public art
 - Land use mix should create activity and meet City fiscal goals
 - Better connections to and through the corridor

- Connection to heritage is lacking
- Kick-off Meeting in February 2015
 - Dot exercise
 - Green dots for likes-vacant parcels, open space, specific businesses
 - Red dots for dislikes – Sam’s Club, McCaslin itself and intersections.
 - Blue dots for immediate change – Sam’s Club
 - Small group discussions – how it is used, like to use it, felt core community values defined in the Comp Plan are applied
 - Desire for better connectivity
 - More public amenities
 - Area lacking distinctive Louisville character
 - Not well integrated into the rest of the City
 - Ensure economic vibrancy and sustainability
- Opportunities/Constraints

Opportunities	Constraints
<ul style="list-style-type: none"> ● Traffic providing potential customers for businesses ● Investments at interchange and BRT station ● Significant park/open space amenities just outside the corridor ● Several areas ready for investment ● Significant landscaping along the corridor ● Potential for identity-defining features 	<ul style="list-style-type: none"> ● Disconnected parcels ● Traffic making the corridor unpleasant for visitors ● Lack of visibility for businesses ● Limited bike and pedestrian connectivity ● Lack of public gathering spaces in the corridor ● Outdated site and building designs and development and zoning regulations ● Visitors unaware of connections to the rest of Louisville ● Market capture area limited by street network, regional competition, and open space

- Community Values Identified. The McCaslin Blvd study area is lacking:
 - A sense of community
 - Sustainable practices for the economy, community, and environment
 - Unique commercial areas and distinctive neighborhoods

Measures of Success

- **Principle 1** – Improve connectivity and accessibility while accommodating regional transportation needs.
 - Increase the network connectivity of roads parallel to McCaslin Blvd
 - Are vehicles able to move between parcels without returning to McCaslin Blvd?
 - Make sure traffic passing through the corridor does not make it an undesirable place to live, work, play, and travel
 - Does traffic noise decrease?
 - Do pedestrians and bicyclists feel safe?
 - How long will a trip take on the corridor?
 - Accommodate future regional transportation plans

- How does the corridor alternative adequately address future transportation needs?
 - How does the corridor alternative accommodate adopted regional transit plans?
- Provide wayfinding to locations within and outside the corridor
 - Are visitors able to find key destinations and locations in the study area?
 - Are visitors able to find connections to key destination outside the study area, such as Downtown?
- **Principle 2** – Create public and private gathering spaces to meet the needs of residents, employees, and visitors.
 - Provide for community amenities identified in the survey and elsewhere
 - Provide a central civic space to help create a sense of place
 - Encourage, through design guidelines or incentives, private developers to incorporate publicly accessible spaces into new developments
 - Identify which, if any, undeveloped parcels should be purchased for park/open space
 - Does the ratio of acres to users meet City standards?
 - Do public spaces connect to form a cohesive network?
 - Provide programming to activate public spaces
- **Principle 3** – Enhance bicycle and pedestrian connections to private and public uses.
 - Provide safe and convenient facilities that serve a broad range of users with multiple modes of travel
 - Are all modes of travel accommodated?
 - Are users of all ages and ability levels accommodated?
 - Do the improvements proposed provide safer conditions for all users and ability levels?
 - Are existing deficiencies addressed?
 - Do bike and pedestrian facilities connect to trip beginning and end points?
 - Design solutions that the City can realistically maintain over time
 - Promote regional trail connectivity within the study area
 - Is a connection provided through the study area to Davidson Mesa and the new underpass under US 36 at Davidson Mesa?
- **Principle 4** – Utilize policy and design to encourage desired uses to locate in the corridor and to facilitate the reuse or redevelopment of vacant buildings.
 - Do allowed uses serve community needs as defined in survey and elsewhere?
 - Are allowed uses supported by the market?
 - To what extent are incentives and/or public infrastructure partnerships needed to induce identified uses to locate in the study area?
 - To what extent do uses capitalize on investments at the US 36 interchange and Bus Rapid Transit station?
 - Does the land use mix demonstrate strong fiscal benefits?
 - Is the process for approving desired uses and desired character simpler and more predictable?
- **Principle 5** - Establish design regulations to ensure development closely reflects the community's vision for the corridor while accommodating creativity in design.
 - Physical form should incorporate desires expressed in the community survey and elsewhere
 - Ensure signage and landscape regulations allow for adequate business visibility without detracting from aesthetic qualities of the corridor
 - Does signage clearly direct visitors to businesses without appearing overbearing or too cluttered?
 - Does landscaping provide for a pleasant visitor experience while still providing visibility to businesses?

- Allow flexibility to respond to changes in market requirements, design trends, and creativity in design
- Tentative Schedule
 - April 9 – Planning Commission Review
 - May 5 – City Council endorsement
 - June – Walkability Audit and Placemaking Workshop
 - Summer – Public meeting #3 – develop alternatives

Commission Questions of Staff:

No questions from Commissioners.

Two emails entered into record, motion made by Brauneis, seconded by Moline.

Public Comment:

Brian Larson, 730 Copper Lane, #205, Louisville, CO

He thanks the Planning Department for the work put into the Workshop for the McCaslin corridor. It had a great degree of input that was considered and greatly appreciates the chance of a democratic process and some decision-making. He would like the PC to focus especially on Principles 1 and 3, the issues of trans-connectivity and integration into larger transit network as well the integration of a broad range of users. Currently, the problem with the McCaslin corridor is that it is automobile dependent. I am not one of those people. We have one car in our household and my wife uses that vehicle. I get to my work by public transportation which is the Park & Ride. I am one mile from the Park & Ride Station and that is as close as you can live residentially to that location. For most transit accessibility, it is recommended to be within one-quarter mile and I am about 4X that distance. I think one of the things we should look at in future use of the corridor is providing greater opportunity for individuals to live a little bit closer to the transit network that will be accessible to them, especially the Bus Rapid Transit. He wants to minimize the distance that individuals walk to that location in a pedestrian friendly environment. The split lanes along McCaslin and Dillon can lead to many cars not yielding to a pedestrian when you try to cross and often times, you almost get hit. It does not effectively condone a broad range of users and transit accessibility.

Barney Funk, 1104 Hillside Lane, Louisville, CO

He wants to ask the PC that as you do your planning process, and he will participate as a resident of Louisville, that we give a lot of consideration regarding whatever expansion project is how it will potentially strain the school district. We have seen this happen at Louisville Elementary (LES) and Louisville Middle School (LMS). I would not like to see it happen on the other side of town at Coal Creek Elementary, Fireside Elementary, or Monarch K-8, if we have greater capacity residential areas. I live in Centennial Valley West and at one point when we were thinking about the five year plan three years ago. There was discussion of putting in a minimum of 120 patio homes on some land between Centennial and Infinity, and then went up to Davidson Mesa. These patio homes were going to take up 90% of the property. Where I live, the development is all 4-bedroom, 3,000 square foot homes in a neighborhood adjacent to the open property. The patio homes would not be a continuation of the design or flavor of our community. It would go from a big 4-bedroom development to a small patio home. I have nothing against patio homes. You can take the 4-bedrooms, go down to 3-bedroom, and then go down to 2-bedroom. It would be a scale down. Even at that, I think it might be a strain on the school district. I was not present at the open meeting, but there was someone who mentioned that private property from my development on Centennial back to Infinity could perhaps be acquired by the City of Louisville as open space. A bike path and another method to get up to Davidson Mesa from the back could be built. I ask for a little consideration on the strain on the school district and then the movement from structures of housing to be consistent with our housing development.

Michael Menaker, 1827 W Choke Cherry Drive, Louisville, CO

I think there are some key issues that need to be resolved with this. It is not clear in my mind how the process we are undertaking is going to get us to any of those answers. The first is what are we going to do with Sam's Club? We are stalled and it's empty for six years. Our attempts at using the power of urban renewal to condemn covenants have stalled out. This is one key question and I don't know how we are going to answer it with this process. Following along that line, what are we going to do when Lowe's and Home Depot inevitably close? All large big box formats die eventually, whether it is showrooms or home stores. It seems to be inevitable that, in the long term scope, we must have some plan as to what comes next. That is why we are stuck with Sam's Club because we have no plan. I think that one of the key questions, and the gentleman before me addressed it, is will we allow any housing whatsoever in Centennial Valley and if we do, what form will it take? I have been a proponent for senior housing and 55+ housing; something like a Steel Ranch Development that would transition to somewhat higher density to leverage the BRT. That is certainly not the only vision. The first question is are we or are we not going allow any housing? Then the secondary question is what is that going to look like? What concerns me most about this is we are having the conversation without context. We have no discussion of population or demographic trends and what that means. We have not considered the impact of Superior Town Center and the diverging diamond interchange (DDI). We have not looked at any regional issues with our sister towns of Lafayette, Longmont, and Erie. It seems to be that while the process is well intentioned, it lacks a sharp focus. I hope you can help us all by figuring out a way we can develop real answers that can impact the community.

Sid Vinall, 544 Leader Circle, Louisville, CO

He is here mainly to speak about the South Boulder Road Small Area Plan. Since that has been postponed, I will say a few words about McCaslin. In some of the workshops and information gathered about McCaslin, there is a sense of community and more integration with Louisville itself and trying to build up more character in this area. I can't envision that happening. We have a beautiful Downtown right now. McCaslin seems to be a different character. It is mostly commercial in the area. I would love to be able to go to a Target on McCaslin or Office Max or a Costco instead of driving over the bridge and giving my money to Superior. The other night at the City Council meeting, John Leary mentioned that "that" part of the city provides close to 50% of sales tax. It seems to be that in other towns such as Boulder, they have a beautiful Downtown section in the Pearl Street Area with some mixed use and the brick area with a lot of restaurants. They have University Hill. Boulder has 28th Street where the commercial stores are located. I imagine that's where most of their sales tax is coming from. After listening and seeing some of the results of the Workshop, I wonder if McCaslin needs to be our industrial engine. I can understand parks and some plazas, but it seems to me that this part of town may provide more potential for tax revenue for the rest of the town. I know there are going to be more meetings on this whole topic, but those are the thoughts that came to me tonight as Planning Staff presented their findings. I am not sure what the "Four Pillars" are over on McCaslin sticking straight up out of the ground, but I hope in the future they mean something about making a lot more money.

Sherry Sommer, 910 S Palisade Court, Louisville, CO

I am thankful that you are working through this and not just paving it over with a lot of residential or a lot of big boxes. People live there and I enjoy it as it is. I think it could become better. I thank you for thinking about all of these different issues. A couple things I'd like to add. We talked about pedestrian safety. I was walking along Cherry Street today and thinking, it would be great to have traffic calming along Cherry, along Dahlia, and some of these streets touching residential neighborhoods. That's my side of town. I'm sure other people have traffic calming concerns as well. Thank you for considering purchasing open space as I think it is super

important for the health of our community. I was just reading an article in the Wall Street Journal about how cities of Boston, San Francisco, and Chicago make little parks and little green spaces where pollinators would want to come. Not such a desert of pavement and junipers. It is a little nature interjected into the Cityscape. I think it is worth considering. I think you should try to buy Open Space as it would create more greenery. I have a question. How much do you work with the Sustainability Board or the Cultural Council? I think it is important to work with all of these different entities in the City and I would like to know how you work with them.

Cindy Bedell, 662 W Willow Street, Louisville, CO

I appreciate the opportunity for public input because these Small Area Plans are incredibly important for all residents of Louisville. I have a couple comments to add. From last year and what I've seen in the paper, our sales tax already went up about 8%. I'm not sure but I heard that there may be some revenue sharing with Superior with the Superior Town Center. I would like us to keep that in mind. We are already adding at least 1,800 new units so if you figure 2.5 individuals per unit, it is almost 2700 to 3000 people. As we look at this corridor, I would like us to keep this information in mind and not rush to high density, multi-use residential, and especially not put high density residential into the Sam's Club area. I attended the Urban Land Institute presentation and what I heard sounded pretty extreme. I understand it hasn't been well received, but I do hope that we won't go too much toward visibility and too much focus on economics, and give up our quality of life. I have lived in Louisville for 18 years, and the reason it has been the #1 small city is because it is attractive. I didn't choose to live in an Arvada or Broomfield or downtown Denver; I chose to live here. When you drive down McCaslin, you see nice setbacks and nice landscaping. I would hate to see those setbacks taken all the way to the sidewalk and giant signs put in. Many of my neighbors have said that as well. I was happy to see the parks and open space acquisition reflected as a priority in the draft of Measures of Success. I attended the workshop here and heard that mentioned many times by many citizens. In summary, I hope you will consider our quality of life and not just the economics as we look at the McCaslin area.

Debby Fahey, 1118 W Enclave Circle, Louisville, CO

I want to say that the McCaslin corridor has historically been a good revenue generator for the City. I think part of the issue that we are having with this with businesses that are closing is that a lot of those businesses, unlike the Downtown area, are owned by absentee landlords. They are not here to see what would make their business better. I would suggest that perhaps it would be helpful to have a special meeting to gather information from the people who are actually running the businesses rather than the ones who own the buildings.

Linda Boyd, 1148 W Dillon Road, Louisville, CO.

I own a business on McCaslin Blvd and have owned one for 11 years. I made a choice to come and open my business in Louisville because I love the flavor of the town of Louisville. My business is a franchise but when I went to open my franchise, I didn't choose to open it in Denver or Arvada or Westminster. I wanted to come here to Louisville. I see Louisville working hard for big businesses and for the residents, but I do feel they often lose sight of the small and medium-sized businesses. We are served best, and we are able to serve best, when there is a sense of community that involves everybody. I hope I don't go against the law. When I run my business, I am there a lot. I don't think I live and work here, but I have spent the night. My business is located in Colony Square and is part of the McCaslin corridor. I think the community is quick to dismiss the McCaslin corridor as something outside the community. I'd love to see managed traffic speeds, walkable sidewalks, safer intersections, easier access for businesses all around McCaslin. I work and drive it every single day. I go to lunch there, I go to my business, and I also support the South Boulder Road and the Downtown area. I believe in Louisville and I really think this is a great community to have a business and live in. Another

thing I wanted to comment about is signage. Signage can be done wrong and it can easily be an eyesore to a community. Signage done well can help us all grow and help us know each other and the events going on. I remember a show of hands at the last meeting. By far away, everybody heard about the meeting by a sign on the road. It wasn't social media and it wasn't all the other things, it was a sign on the road. Good signage is really important to business and things like this. I really am a supporter of the success that has been enjoyed by Downtown Louisville and South Boulder Road area. I think there is room for the McCaslin corridor to join in that success too. I totally want to support that. I think Debbie made a good point about having the business owners come and having a special meeting. I have tried to get some of the other owners to attend. We are all really busy. The restaurants out there are booming. The ones that are small are doing really well. I think you need to hear what the business people are saying about the McCaslin corridor.

Larry Boven, 1108 Hillside Lane, Louisville, CO

I have lived here pretty close to 30 years. I own a home in the Downtown area of Louisville as well. I really applaud what is happening in that area, particularly near my older home on Roosevelt when the Community Park went in. I think some of you remember the old field. I remember it being made into a beautiful Community Park where the Pavilion is now. Now I live on the other side of McCaslin and I think we can make the same thing happen over there. I'd like to see that happen. I'd like to see a concerted plan to make what has happened around my home in the downtown area happen in what I'll call the Uptown area. When I was on the Fire Department, we had the Downtown Fire station and we have the Uptown Fire station. I still remember that. I think we can have that same sort of atmosphere in the Uptown area. I see the bicycle races that go on in the Uptown area and I think that's a way of creating community. We have different ways of connecting to the City, those that live in the newer section of town with those that live in the Downtown section. The other thing I would like to say a word or two about is I was at the first workshop meeting and applauded a lot of the comments that went on about the hot spots and the green spots. We have some major areas of concern and we need to do something with the Sam's Club area because it is a major blight. We also need to think about all that green space that we currently have out there just on the other side of the street from me. What is going to happen to that in the future? One of the things, and I brought this up at the workshop, is to what extent are we really working with the developer, Koelbel, on what their plans are for that area. They own it. We have to recognize that they do, and we need to find out what is their vision. Are they willing to buy into our vision? When I moved first moved here and I saw the icon that was mentioned earlier, that is the vision. The vision is to make it a money-making area in Louisville. I have no doubt in my mind about that. I think we need to get the developers in that area to understand that we are a community and that we have certain values. We have certain pillars that we want to uphold. Those developers need to buy into that vision. We need to find ways to get them to see the value of doing "our way". Any plans we make really aren't going to mean a whole lot unless we can get their "buy in". For example, the Rehab Center was spoken about but once again, that is another example of "is that being plan-full" in that area? We have heard a lot about how many parking spaces are out there, how much space is being taken up with a lot of empty space. There are no greenways or the notion of greenways to get us to the transportation. We spent a tremendous amount of money on that transit site and we need to value that. We need to see it was a major investment on the City of Louisville's part to build that transit center and to share the cost with Superior. We are not really taking advantage of it. We are not creating transportation corridors, bicycle corridors, walking paths, and other ways for people to get to that transit site and back to their homes. They have chosen to live here and we need to provide them the means to get back to their homes and their families. We need to show that we value it when we are in discussion with the various developers and their plans for those locations. We've created open space up on Davidson Mesa which I enjoy tremendously because I'm a big runner. I want more spaces like that but I also want to promote business. The other thing mentioned earlier this evening was about

having commercial fronts and residential in the back. The whole idea of having back and fronts to a lot of these businesses means people can get to businesses both from the back side (west side) as well as from the east side. That would give the sense of community and the value to have people walking past those businesses to be able to enter the businesses.

Summary and request by Staff and Applicant:

Robinson states that the Opportunities and Constraints can be analyzed and recommendations can be made.

Moline says that when the South Boulder Plan was discussed, was there an economic analysis of that corridor?

Robinson says there will be a fiscal analysis in the South Boulder Road once three endorsed alternatives are completed. There will be discussion of fiscal benefits in Principle 4, (c).

Russell says he doesn't think that is the question Comm. Moline is asking. The fiscal aspect is one thing, but to get to the question of "do we have the appropriate data around demographics and economic issues" is a whole separate question. Do we have that sort of information on South Boulder Road?

Robinson says there was no additional information. There was a market study done as part of the Comp Plan which is 2-3 years old. The ULI Tap gave some broader market analysis. We do not have any additional market information.

Russ says South Boulder Road had a Developers Round Table that the Business Retention and Development Committee discussed, and they gave their perspective of South Boulder Road. The Business Retention is a collaborative board looking at economic alternatives as a part of this. They are proposing of putting together a similar economic round table for McCaslin. McCaslin has been thought through more than South Boulder Road. South Boulder Road only had the Comp Plan's market study that was city-wide, looking at overall yield. They did look at each quadrant of the City, and they had the Developers Round Table. We did not have a separate market study. In this one separate market study, we utilized the ULI Tap panel and had market experts and investors in, and they gave us their perspective. This is the only market components that have been done to date.

Moline is concerned about what is happening to the south in the Superior Town Center. This is could really affect what happens on this north side of US 36. Will we have some studies or some reports that will help us in our assessment of Louisville's side should be complimentary or reacting to what is happening to the south.

Robinson says Staff has the plans for the Superior Town Center so Staff will look at those and try to assess what the impacts will be. What additional traffic will we see? What additional residents are now going in the market capture area? What businesses are going to be over there and could take business from our existing ones?

Russ says the ULI panel also had the Superior Town Center as a component. They knew the program, they gave their inputs to it as a part of it. The fiscal model, just to remind everyone, has a City revenue sharing agreement for the retail portion of the Superior Town Center. There is actually revenue outside the City that the City will be generating. The question is really to market and how do the new rooftops of the Superior Town Center impact Louisville, and vice versa. Is there new information that we need to get? The Developers Round Table will get us up to speed with what ULI left us with.

O'Connell wants to know more about the history of how Louisville has some big boxes and Superior on the south got big boxes. Was there competition originally between Louisville and Superior, and did Louisville lose? Is there a trend here? Is there a reason that any big boxes

would come back to fill the spots, or is the reality that Louisville is a city with roughly 19,000 people and no market?

Russ says Staff can prepare a history for Centennial Valley and present it at overflow or at a future session as part of Small Area Planning. He says it wasn't Superior that beat out Louisville. It was Broomfield, Boulder, Superior, and Lafayette. Louisville was never a crossroads town; we were always a resource town. Main Street was not on US 36. When US 36 came in, McCaslin was built and Crossroads Mall in Boulder was the story. Centennial Valley was a key catalyst in damaging Crossroads. We were the regional alternative with Sam's Club, Home Depot, and Eagle Hardware. Then Flatirons Mall was built and leveled Crossroads Mall. Home Depot was still the only one. Then 29th Street's Home Depot in Boulder damaged the Louisville Home Depot revenue sales. Lafayette brought in Wal-Mart on Hwy 287. Broomfield brought in Wal-Mart. Superior brought in Costco and it was the death blow to Sam's Club. We know through the market study for the Comp Plan what the rooftops are and what they generate. We know through the ULI study how Superior Town Center impacts it. We don't know the latest thinking and this is the reason to bring everyone back together with the BRAD committee to have the same conversation.

Pritchard says that in some of the discussions with BRAD and various others, the commercial retail and age of the big box is gone. They do not see it coming back. The example is to look at Broomfield and how many square feet have been torn down at Flatirons. That may be just the beginning. To get a retailer to come into these 130,000 square foot buildings will be difficult. Retailers are looking at half that footprint. In dealing with retail "rings", it is 5 miles. Wal-Mart is about every 5 miles.

Closed Public Hearing and discussion by Commission:

Pritchard says he thinks there is a Constraint that is overlooked. It is same Constraint that was in the South Boulder Road Small Area Plan. Our own citizens are a Constraint. We have people talking open space when we have no control over it because it is privately owned. There is a misconception that because it has been under-utilized for over 20 years, that in de facto, citizens feel it is open space. Pritchard sees this comment made frequently and he believes it is inaccurate. There is a lack of continuity among our citizens as to what is the best use and the best direction for McCaslin Blvd. and the valley itself.

Pritchard asks, beginning with opportunities, does the PC think they are accurate?

Moline says that schools are an Opportunity. When the school district passes a large bond issue, he is confident they will find a way to accommodate growth. He does not see it as a Constraint.

Russ says that this corridor is served by Coal Creek, Fireside, and Monarch K-8. Monarch K-8 has similar constraints to LES (Louisville Elementary School), but Fireside and Coal Creek are significantly under capacity. LES is above capacity. In every referral we receive, they give us all four school capacities. Russ clarifies that current Louisville population is just over 19,000.

Russell says the adjacency of housing to this corridor is an Opportunity. It is not an impactful as some other areas, but there is a substantial amount of residential population that is within walking distance of portions of the corridor.

Brauneis says the McCaslin corridor is under-performing from a commercial property owner perspective and because it hasn't been built on is an Opportunity. We are not dealing with many abandoned buildings as seen in rust-belt areas. It is an Opportunity unto itself.

Robinson says they tried to address that in both Opportunities and Constraints. Several areas ready for investment.

Pritchard states any unused building is a problem. An example is Chili's which will be unoccupied for two years because they have a lease and are getting paid. This is the type of issue we are dealing with. We have an issue with Sam's Club. There is more than enough land and it is currently zoned. Pritchard says housing can be an Opportunity and a Constraint. We have some housing now but we may not have as much as we need to support businesses.

Russell speaks about making the corridor more pedestrian friendly and it is irrelevant if you have no pedestrians. You have pedestrians if you have housing. The social infrastructure is present to support continued growth and development.

O'Connell wants to add another potential Opportunity. This corridor has the proximity as the only area for visitors to stay at hotels. Because the hotels are zoned with all of them "clumped" together, there is no incentive for anyone to walk farther than a block away from them. Is there an Opportunity to bring in more hotels? There are so many businesses in that area that attract people from out of the area as well as a major hospital present.

Pritchard states their location along US 36 does not hurt. The view corridor from the highway is highly valued. That was the original thought when they began clustering and building over 18 years ago. Pritchard does not know if any hotels are coming into Superior.

O'Connell states this is an Opportunity because this is the only place to stay in Louisville.

Rice does not think that the citizens are a Constraint. The Constraint is the inability to drive consensus. This process is about trying to develop consensus on how this corridor will be developed. The citizens are an important resource to that whole discussion. He has attended the meetings and has been amazed at the amount of participation that occurs. It is impressive.

Pritchard says he looks at their comments and they say "I want open space".

Moline says the Constraint could be along the lines of perception that vacant land is open space.

Russell says referring back to South Boulder Road, there was talk about lack of community consensus as a Constraint. It was much more about the intent of that corridor, walkability versus traffic, and getting cars from one end to the other. It is a linear corridor. There is no question about the traffic intent of McCaslin and what is happening in the "fatter" area around it. How do we create a more vibrant community? Lack of common agreement on the purpose of the corridor on South Boulder Road is a different issue than what we are encountering on McCaslin.

Russell discusses the design of the parking lots and internal circulation on McCaslin. Curbs and pavement and street are difficult to change. He says that ULI reports are always controversial. He agrees that introducing a stronger grid in this area would be great, but it is an incredible challenge. We are suggesting scraping significant public infrastructure. Perhaps this is captured in "outdated site and building designs" as a Constraint.

Pritchard says the history of Centennial Valley was that it was supposed to be the location of the mall. There is a "ring" design there. The problem with the Valley is it has always been an after-thought. It was supposed to be something and then something else. They were trying to find uses for it in this community. This is why there is a traffic issue. Trying to put in new streets would be very expensive.

Moline says there have been comments about signage and does this fall into the "outdated site and building designs"?

Pritchard says that signage has been updated and it has been an ongoing problem. Staff has been making an effort to change and give exceptions. There are some new monument signs. Much of the landscape installed in the past is now mature. Some vegetation has been removed because buildings were not visible from the street. Pritchard agrees that signage is a Constraint. Robinson says that Staff can add signage specifically to the Constraints.

O'Connell says that a Constraint could be that the entire west side of the corridor is bordered by open space. Development is hemmed in by McCaslin on the east and Open Space on the west. Robinson says they tried to capture that in Constraint "Market capture area limited by street, network, regional competition, and open space".

Moline mentions traffic as a Constraint and asks if it really the traffic or the volume and speed? Traffic is also listed as an Opportunity. What is the difference?

Russ says a more accurate description is needed. Traffic volume presents the potential for opportunity for business. Traffic speed makes it unpleasant as it creates higher noise.

Pritchard stops discussion after Opportunities and Constraints because it is after 10:00 pm.

Planning Commission

Meeting Minutes

April 23, 2015
City Hall, Council Chambers
749 Main Street
6:30 PM

➤ **Small Area Plan – McCaslin (Measures of Success)**

Staff Report of Facts and Issues:

Robinson presented from Power Point:

- McCaslin Boulevard Small Area Plan extends from Via Appia on the north to Highway 36 on the south, extending into Centennial Valley development to the west.
- Process:
 - Define desired land uses for the corridor
 - Establish preferred physical character (design guidelines)
 - Outline public infrastructure priorities.

Opportunities/Constraints Updated from previous PC meeting

Opportunities	Constraints
<ul style="list-style-type: none"> • Traffic <u>volume</u> providing potential customers for businesses • Investments at interchange and BRT station • Significant park/open space amenities just outside the corridor • Several areas ready for investment • Significant landscaping along the corridor • Potential for identity-defining features • <u>Social infrastructure, such as schools, can accommodate growth</u> • <u>Existing hotels in the area</u> 	<ul style="list-style-type: none"> • Disconnected parcels <u>and difficulty of adding new connections</u> • Traffic <u>speeds</u> making the corridor unpleasant for visitors • Lack of visibility for businesses • Limited bike and pedestrian connectivity • Lack of public gathering spaces in the corridor • Outdated site and building designs and development, <u>signage</u>, and zoning regulations • Visitors unaware of connections to the rest of Louisville • Market capture area limited by street network, regional competition, <u>disparity between daytime and nighttime revenue</u>, and <u>surrounding open space</u> • <u>Lack of community consensus on desired uses</u>

Community Values - the McCaslin Blvd study area is lacking:

- A sense of community
- Sustainable practices for the economy, community, and environment
- Unique commercial areas and distinctive neighborhoods

Measures of Success

- **Principle 1** – Improve connectivity and accessibility while accommodating regional transportation needs.

- Increase the network connectivity of roads parallel to McCaslin Blvd
 - Are vehicles able to move between parcels without returning to McCaslin Blvd?
- Make sure traffic passing through the corridor does not make it an undesirable place to live, work, play, and travel
 - Does traffic noise decrease?
 - Do pedestrians and bicyclists feel safe?
 - How long will a trip take on the corridor?
- Accommodate future regional transportation plans
 - How does the corridor alternative adequately address future transportation needs?
 - How does the corridor alternative accommodate adopted regional transit plans?
- Provide wayfinding to locations within and outside the corridor
 - Are visitors able to find key destinations and locations in the study area?
 - Are visitors able to find connections to key destination outside the study area, such as Downtown?

Rice clarifies these Principles are being developed to assist in the Discover phase?

Robinson says in the Discussion phase.

Rice says one of the key elements in the Discover phase is to analyze the fiscal performance of the area. I understood these Principles would be a basis upon which we would measure it. Robinson says in the Discover phase, once we get the fiscal model, we will look at how current land use and current zoning perform in our fiscal model. It will give us a baseline to compare the alternatives to and this will occur down the line. One of the Principles talks about meeting fiscal goals.

Rice says his concern is that the only time fiscal benefits are discussed is in Principle 4c talking about land use mix. The Principles, otherwise, are devoid of any reference to fiscal considerations. It seems to me that Principle 1 says, in large part, how do we bring people into this area and allow them to find and use the businesses in an efficient way. It seems to me that part of the consideration is to develop a plan that will affect us down the road fiscally. If we design a great new transportation system for this area, will that have benefits down the road in terms of having some fiscal benefit for the City? I am not suggesting any specific place to put it, but it seems to me it should ring through in all of the Principles in some fashion and not be limited to the zoning mix.

Tengler says I understand Rice's point, but I'm not sure how factors into some of the Principles when you say "do pedestrians feel safe?" It's tough to put an economic value on that.

Rice agrees but he thinks in general, each of the Principles ought to consider fiscal impact.

Russell thinks it should be a separate Principle. There is a fiscal and economic aspect but this is not just about people driving on McCaslin and being able to find a store. This is about people being able to move throughout the area regardless of mode comfortably, safely, and efficiently. The summation of these Principles should be a net fiscal benefit. We should be mindful that this is an economic engine of the City and we can't degrade the fiscal benefit we derive from this area.

Rice thinks Russell has a good idea in that we add a Principle 6. Underlying all of this is that there must be some fiscal consideration.

Robinson says the Comp Plan calls for this area to produce strong fiscal benefits, and this is the language used in Principle 4c, does the land use mix demonstrate strong fiscal benefits? If you

wish to get more detailed on what kind of analysis goes into that, we can do that, such as what the public infrastructure costs, and how well these changes influence the performance of businesses in the corridor.

Rice says the issue is broader than land use mix.

Russ says he wants to understand the difference between fiscal and economic. He thinks they are using two languages and they are two distinctively different things. He wants to be careful not to mix the languages. Economic is jobs, performance, absorption. Fiscal is looking at a balance, revenues versus expenditures. Our model does not guarantee a building would be occupied. An economic analysis would tell you when the building is occupied. They need to work together.

Russell does not know how you have one without the other. We need one clearly stated Principle that recognizes how important to the community this is and set some clear expectation.

Russell wants to clarify “increase the network connectivity of roads parallel to McCaslin Blvd.” Do you mean literally parallel or are we talking about the performance of the network connectivity in the entire study area? I think it illustrates that the entire area needs to function better in terms of circulation. There may be a point where it is less about moving parallel and more about perpendicular if we ever have a respectable grid in that area.

Robinson says we are looking at network connectivity as a whole. The way the parcels function is to get between commercial developments and back out on McCaslin. There is no parallel connectivity. We want to have a plan to institute additional parallel connectivity.

- **Principle 2** – Create public and private gathering spaces to meet the needs of residents, employees, and visitors.
 - Provide for community amenities identified in the survey and elsewhere
 - Provide a central civic space to help create a sense of place
 - Encourage, through design guidelines or incentives, private developers to incorporate publicly accessible spaces into new developments
 - Identify which, if any, undeveloped parcels should be purchased for park/open space
 - Does the ratio of acres to users meet City standards?
 - Do public spaces connect to form a cohesive network?
 - Provide programming to activate public spaces

Tengler asks where the central civic space would be?

Robinson says there is no clear sense of that and it would be looked at going forward. If the Sam’s Club site redevelops, we could have an opportunity to get space there, or perhaps the new BRT station. There are several options to evaluate.

Russ says this comment was heard throughout from the residents. When McCaslin had a Business Association, they tried to have a festival out there. Downtown has the Pavilion.

Rice asks on subsection “d” (identify which, if any, undeveloped parcels should be purchased for park/open space), does that relate back to the idea of a public gathering space? It appears to be the general concept and are we really talking about open space or public gathering space?

Robinson says we are talking about both. It could be a central civic space or could be achieved through private development. The public expressed a desire to purchase some of the vacant office land as open space.

- **Principle 3** – Enhance bicycle and pedestrian connections to private and public uses.
 - Provide safe and convenient facilities that serve a broad range of users with multiple modes of travel
 - Are all modes of travel accommodated?
 - Are users of all ages and ability levels accommodated?
 - Do the improvements proposed provide safer conditions for all users and ability levels?
 - Are existing deficiencies addressed?
 - Do bike and pedestrian facilities connect to trip beginning and end points?
 - Design solutions that the City can realistically maintain over time
 - Promote regional trail connectivity within the study area
 - Is a connection provided through the study area to Davidson Mesa and the new underpass?

Tengler says all modes of travel could include horseback or dog sled. We need to be cognizant of that.

Robinson says this is common language and that question comes up frequently. It will focus on the modes people use such as cars, bikes, pedestrians, and buses.

Pritchard says we should be more specific even if it is in parentheses after the point.

- **Principle 4** – Utilize policy and design to encourage desired uses to locate in the corridor and to facilitate the reuse or redevelopment of vacant buildings.
 - Do allowed uses serve community needs as defined in survey and elsewhere?
 - Are allowed uses supported by the market?
 - To what extent are incentives and/or public infrastructure partnerships needed to induce identified uses to locate in the study area?
 - To what extent do uses capitalize on investments at the US 36 interchange and Bus Rapid Transit station?
 - Does the land use mix demonstrate strong fiscal benefits?
 - Is the process for approving desired uses and desired character simpler and more predictable?

Robinson says “c” (does the land use mix demonstrate strong fiscal benefits) will be pulled out into a new Principle.

Pritchard says regarding “b” (are allowed uses supported by the market), are we talking market analysis or the property owner similar to SBR? If we are talking the market analysis, we may need to clarify that or be consistent with the term.

Russell says he thinks b (area allowed uses supported by the market) should be removed and the following subtitles should move up and stand on their own.

Russ says there are many variables in the market (land cost, motivation of the owner, opportunities, tenant available). Currently, we know there is a big residential market. Does this open the door to sacrifice some of our needed commercial space for the sake of the market? I don’t like “b” (area allowed uses supported by the market) as well. This is where market and fiscal start to run against each other.

Pritchard suggests we remove “b” (area allowed uses supported by the market) and let the subtitles stand on their own.

- **Principle 5** - Establish design regulations to ensure development closely reflects the community’s vision for the corridor while accommodating creativity in design.
 - Physical form should incorporate desires expressed in the community survey and elsewhere

- Ensure signage and landscape regulations allow for adequate business visibility without detracting from aesthetic qualities of the corridor
 - Does signage clearly direct visitors to businesses without appearing overbearing or too cluttered?
 - Does landscaping provide for a pleasant visitor experience while still providing visibility to businesses?
- Allow flexibility to respond to changes in market requirements, design trends, and creativity in design

Russell asks about physical form. Is it just the building or the placement of the building on the site?

Robinson says both.

Rice says he does not have specific language to add a Principle 6. It essentially recognizes the fact that all these things need to be considered in light of the fiscal impacts on the City. I don't want to speak for them, but I think Russell also wants to expand it to a broader view that we ought to recognize that what we do here, and the other Principles and the evaluation of those Principles, takes into consideration the importance of this corridor as an economic engine for the City. If it is economically sound, then it generates lots of sales tax revenue. When it's not, it doesn't.

Pritchard says if we give direction to Staff, they can draft it.

Russ says he is concerned about over-retailing a corridor or over-officing a corridor. Do we have square footages that make sense?

Russell wants to state clearly is that not every single parcel has to pass this fiscal test. It's the overall performance of the corridor.

Brauneis says does this trend in the right direction, or does this have the potential to trend in the wrong direction?

Russell says we will measure against six Principles. Even Principle 6 will be subject to judgment when trying to access the overall impact.

Pritchard encourages the PC to send suggestions regarding Principle 6 to Russ or Robinson.

Public Comment:

Camilla Donnelly, 2366 Senator Court, Louisville, CO

The area covered by the McCaslin Small Area Plan was initially designated Community Commercial by the previous Planning Commission. It was set aside to offset the costs associated with the Planned Residential Units built in the 1970s and to provide for the long term financial needs of the City of Louisville. My understanding is that this area currently provides 53% of the retail sales tax collected by the City of Louisville, 32% of the consumer tax collected, and 100% of the lodging tax collected. The other important part of this tax revenue is that it is regional and therefore, a good percentage of it is paid by people who live outside of Louisville. Due to the additional need created by growth in other parts of Louisville, we need additional revenue from this area now and into the future to meet our service and capital needs. To consider putting in any more residential units in this area mystifies me. I have heard that Sam's Club is being considered for that at time. We need to hold onto the dwindling areas we have, even if it takes many years to fill them. Once they are covered by residential dwellings, they will be lost forever and we are risking becoming a bedroom community of Boulder. I did not hear much of a focus in the McCaslin Small Area Plan on commercial zoning but rather talk of residential and mixed use, and a lot of open space and other things we may not be able to

afford, which usually involves neighborhood retail rather than regional retail, and it is known that regional retail becomes in nonresident dollars. I beg of you to preserve the McCaslin area as the City's main commercial base and make it the most important project principle of this plan, and develop actions that will lead to the fulfillment of this principle. We are counting on you to be as wise as your predecessors and to keep the City of Louisville solvent as it grows now and into the future. I was talking to some people in the business community in the McCaslin area, and they wish very much to have a group meeting where they can come together and tell you the ideas they have.

Robinson says one week from today, Thursday, April 30, will be the Developers and Business Owner Round Table. It will include property owners such as Koelbel.

Sherry Sommer, 910 S Palisade Court, Louisville, CO

I noticed in the SBR planning, you are considering community input. I don't know if the McCaslin area is different since it is considered to be such an economic engine. I hope this will be treated in the same way. I have a different view. You are talking about making a Principle 6. I think it is important to think about the economic or fiscal impacts of any development, but I don't think it would be right to make it the trump card. Sometimes, you can think MONEY, it's the bottom line and we have numbers on paper. You have alluded to this but it is not always that easy to understand what the impact will be. It is important that we use our judgment and consider all these Principles. It is not always black and white. I like your point that not every ingredient in this area will necessarily contribute in the same way. In the Sam's Club, there is currently a church that I think makes a big contribution to the community. I know it contributes tax dollars, they have a lots of things for youth, and donate food to Sister Carmen. I think that is the kind of ingredient that gives life to an area like this, which is a little desolate. It strikes a different note. I think about residential units since I live near that neighborhood. I guess I wouldn't want to see a huge development with tons of people, but a lot of families can't really afford Louisville anymore. This is a community built on families. It would be nice if we set the same tone where families are still welcome in this area.

John Leary, 1116 LaFarge Avenue, Louisville, CO

My first comment is in an area that may not seem very important, but I think it is more complex. I think the measure of a ratio of acres to users meets standards. First of all, we don't have City standards and this relates back to the issue of what other levels of services do we want to maintain in our community. There are other sub-issues here. It isn't simply a matter of acreage because a portion of Davidson Mesa, which was hotly contested at the time, was set aside for a natural area. It is used by the public. The area is really a City-wide area and is not an area that necessarily serves the immediate neighborhood. I think that area has adequate open space. When all the land was annexed in 1979, I think 34 or 38% was set aside for open space and public spaces. That included school sites, recreation sites, and a lot of things. I think it is a complex issue that gets at the heart of marginal cost and analysis. I enjoy the discussion and pretty much agree with the economic approach, fiscal sustainability, and related concepts. There was a time when Mr. Tebo and his representative for Louisville came to a meeting. Mr. Tebo or his staff said that the problem here is the rules, regs, and restraints existing in developing this area as an office park. Another time, Mr. Tebo said, "I want to meet the market needs of millennials". We can build a lot of neat places for them and retired seniors. He added a caveat that I thought was interesting. He said, and I'll be straight with you, "we're in the business of chasing markets" (he may have used the words following markets). But that gets at the issue of economic versus fiscal and one of the most important things in examining this area.

Michael Menaker, 1827 W Choke Cherry Drive, Louisville, CO

In recognition of the hour, I will try to keep this concise. Rarely have I been more frustrated with the public discussion than this one. I think the record should reflect and recognize in our

discussions moving forward, the built environment in this corridor is absolutely horrid and there is little we can do to fix it. A lot of it, we did to ourselves. The big boxes really should be where the hotels are and the hotels should be where the big boxes are. The buildings all face away from people. The parking isn't visible. You have to be a genie to find some of these businesses. We have pockets in this developments that are notorious where businesses that are successful in every other community come here to die. There is not much we can do about it. Secondly, Sam's. If we don't talk about what we're going to do about the Sam's site, then I don't understand the value of this process. We are completely stalled out. If we don't have a real discussion about rezoning that property and allowing some form of mixed-use which will require no government assistance to implement, then I think we are doing a great disservice. Talk about broken window syndrome. That is just huge. I would also say the vacant Chili's isn't vacant because of real estate constraints; it is vacant because it wasn't doing enough business. It's not being marketed because of the corporate lease agreement. We should also be considering, as part of this plan, what are we going to do when the big boxes die, Lowe's and Home Depot? Every large retail concept dies. Up and down the corridor, retail space is being taken out and removed, in the hundreds and thousands of feet. We have had no conversation of what we are going to do next. Because we haven't had that conversation in the past, the Safeway site sat vacant for years and Sam's has sat vacant even longer. When ULI presented here, the question I asked was what would happen if we didn't accept or act on their recommendations? The answer was, when something changes, you won't be ready. We have seen that happen twice. I would suggest we need to get ready. The opportunity for regional retail in this corridor is zero. I don't know how many consultants, how many round tables, and how many surveys we need to participate in before we believe it, but we have been told over and over again by many different people. It is not going to happen in Superior Town Center either. The last question I think is really important for us to get our minds around as we do this McCaslin corridor plan is are we or are we not going to allow housing in the Centennial Valley? If so, what form will it take, and will we allow it to leverage the opportunities the BRT brings? I don't know how we get there with this. Finally, just to the concept of the gathering space, I would suggest to you that this exists now, not in a traditional format and not in the way the Steinbaugh Pavilion does but they are here. They are Davidson Mesa and the adjoining space surrounding the lake, and the trail corridor that connects those to the City. It is the Rec Center. It is the proposed expansion of the Rec Center and possible addition of an outdoor aquatic center. It is the skateboard park and the tennis courts associated with the Rec Center. Those gathering spaces are there and they are not well integrated into the corridor, but they bring literally thousands of people a week to this area. I don't know that a commercial urban secondary Steinbaugh Pavilion is needed or supportable. We can have this conversation for hours but what I would urge you to do is see if we can accelerate the process of actually grappling with the issues we know are before us, and provide some guidance and framework to Council, and maybe a little support. We're not there yet and I don't think we're talking about the real issues that face us. I would hope as these conversations progress, that maybe we could be a little more specific and attack some of these problems we all know are there.

Planning Commission Comments

Pritchard says that Staff has PC comments and recommendations. You have enough to move forward and bring Principle 6 to the next meeting.

Russell says we are insane if we don't allow residential in this corridor, and particularly adjacent to BRT. We have an opportunity for a higher residential development and appropriate balance of retail and residential. We need to create a regulatory framework to allow it within some control. I don't want to create tracts of two story, cardboard townhouses; I want something of quality. The BRT is a singular event in the development of this corridor and we need to leverage it. People don't take BRT to go to Home Depot; they take it to go to a different area. How do you talk about existing businesses in your community that may or may not go out of

business in the future? We can't predict the future. Home Depot and Lowe's are ongoing enterprises. How do we plan for a future that may or may not include them without creating the destiny for them? It is a challenge I have. The big open space discussion is distracting to me here because I think this is a place of small places, not a big passive open space.

Pritchard says that this area has under-performed since I moved here. I think moving forward, we have to be open to all suggestions and options that are rational.

Tengler says I agree they should be realistic. I am in agreement with Russell and even further. The notion of open space down in the valley is ridiculous. That is an open commercial plot that most people have considered their own park. It is not contiguous to other open space but near. It is not a wildlife corridor. I think we need to be really clear on some of these things. We need to be really clear on what is realistic and rational and feasible from the standpoint of retail. We have to consider residential down there in some capacity. We need to look at Sam's Club very aggressively in terms of what we can do with that.

Brauneis says he has confidence in this process. I am excited to see where we head with it. I appreciate the concerns in trying to deal with these issues sooner rather than later. It is coincidence that these issues and opportunities and vacant buildings happen to be there while we talk about this. I look forward to the process moving forward.

Rice says he joins with the other commissioners. I look forward to the process moving forward so we can hear the voices as well of the public. They are going to be diverse in terms of what people see in direction. That is part of the process and I am interested in learning.

Staff Comments

Russ says for the sake of the public and keeping them interested in the project, I would like your concurrence on this. Whenever we have a Small Area Plan discussion, we should schedule it and commit to that schedule. I request that we put this up front and schedule a time period. If we need to go past it, then we continue it. I request we finish the discussion of McCaslin Small Area Plans at the next meeting of May 14, 2015.

Planning Commission

Meeting Minutes

May 14, 2015
City Hall, Council Chambers
749 Main Street
6:30 PM

➤ **Small Area Plan – McCaslin (Measures of Success)**

Russ presents from Power Point.

This is a continuation of the April 9 and April 23, 2015 meetings and discussion of the Measures of Success of the McCaslin Corridor Small Area Plan. Opportunities and Constraints were outlined and five Principles of Measures of Success were discussed. Commissioner Rice asked that Staff add a Principle 6 and Rice sent a draft which Staff further modified. This principle covers fiscal and economic goals because McCaslin is an important economic corridor.

Principle 6 – Establish development regulations to meet the fiscal and economic goals of the City.

- a) Does the proposed plan demonstrate long-term, strong economic benefits for the corridor?
 - i) Are allowed uses complimentary and will they reinforce each other?
 - ii) Are allowed uses supported by the market and likely to locate in the corridor?
- b) Does the proposed plan demonstrate strong positive fiscal returns to the City?
 - i) Will the timing of development maintain sufficiently strong returns at all times?
 - ii) Are alternative funding or taxing schemes required to meet the City's other goals for the corridor?

Pritchard says all Commissioners present tonight were present at the April 23 meeting except Moline who submitted comments via email to Staff regarding the other five Principles. Pritchard says the Planning Commission (PC) asked Staff to write a Principle 6. Pritchard asks Moline if he has any questions since he was absent from the last meeting.

Moline asks do we feel the measurements are going to be easy enough for the PC to gauge the success of the various plans? Should they be more specific or tied to specific performance standards, or left as is? Will we find a way to distinguish the plans and to determine how well the plans are meeting this Principle?

Russ says it is a balance. Do we have specific enough questions to give the PC and City Council (CC) enough information to make a decision? Staff thinks it is a balance. Staff thinks Principle 6 will provide specific information for the fiscal model that will inform greatly. There will be subjectivity in all Measures of Success. No Principle will necessarily outweigh another.

Russell asks about the Constraints. The second bullet in Constraints says “Traffic making the corridor unpleasant for visitors.” If speeds are a symptom of a problem which is the design of McCaslin, even if traffic is slowed down, it is a wide corridor to cross. It is a challenging space in and of itself. Is the Constraint the design of McCaslin itself which makes the corridor unpleasant for non-vehicular visitors?

Russ says the speed is directly related to the geometrics of the road. It can speed you up or slow you down.

Russell proposes the Constraint be rephrased to “the design of McCaslin Blvd makes the corridor unpleasant for bicyclists and pedestrians”.

Brauneis says he has no problem pointing out the fact that it is traffic speeds. In the future, who doesn't appreciate the direct correlation between geometry and traffic speeds? The specific mention of traffic speed is important. If you can weave geometry into it, I have no problem with that.

Rice suggests wording of “roadway design and accompanying traffic speeds make the corridor unpleasant for visitors.” I want to speak about Principle 6 since I brought it up at the last meeting and Russell suggested making it a separate Principle. Staff knows how important this part is to me. I read the Principle 6 wording and the Principle and subtitles of a) and b) are what I wrote, and the subparagraphs i) and ii) were written by Staff. I think they are good points. I support Principle 6 as it is drafted.

Russell clarifies that the Plan in its totality has to demonstrate economic benefit and fiscal return, but not every individual component.

Public Comment:

None.

Closed Public Hearing and discussion by Commission:

Pritchard asks the PC if there is anything else that needs to be addressed? PC says none.

Motion made to endorse the Small Area Plan – McCaslin (Measures of Success) by Brauneis, seconded by Moline. Passed by voice vote. 5-0.

FEB. 19, 2015, McCASLIN BLVD. SMALL AREA PLAN – SMALL TABLE DISCUSSION QUESTIONS

* Note: (?) means unsure because of penmanship

** Transcribed from the originals by Jean Morgan, Louisville citizen

QUESTION 1: How do you use the McCaslin Blvd corridor and its surrounding properties and amenities, and how would you like to use it in the future?

Table 1:

McCaslin—Transportation

Desire for a buzz

Shopping groceries, bank, hardware

Rec Center

Phys. Therapy

At night—very quiet

Drive to restaurant, drive home

Pedestrian friendly

No welcome to Louisville

Table 2:

NOW

Commercial stores, shops, restaurants

36 access

Errand running

Gas station

Bank

No outdoor mingling

Unfriendly outdoor space

Car->building->car (no lingering)

Post office

Lots of driving through parking lots
(cut through @ Chipotle)

Bad access to destinations

No destinations (places to spend time)

FUTURE

Outdoor gathering spaces

Better access from street to fronts of shops

Bike/pedestrian access

Outdoor eating (in pleasant environment)

Interconnected trails

Better visuals/signage

Remove median on McCaslin—better
transit access

connectivity-nothing is really connected now

Way finding improved

More housing

QUESTION 2: What do you think the core community values identified in the Comprehensive Plan mean on the corridor, and as the corridor evolves, how do you think the core community values should be incorporated into it?

Integrated open space

Sense of community/gathering space

Architectural continuity

Balanced transportation system

Green space

Unique commercial areas & distinctive
neighborhoods

Build character—incorporate character of Louisville
into this area

Table 3:

Live just west of the corridor

Access for commerce and transportation

Use it to get to other parts of town

Use it to get to Boulder

Use it to get to King Soopers

(Albertson's Sucks!)

To use it as more of a destination that is planned for more use by people

To use it more for and to access recreation

For trail connections to Marshall Mesa under 36 (new tunnel is halfway in already!)

More trail connections to Davidson Mesa to the West

Little small town feel in the corridor

Except for:

Roosters Barber

Bean & Berry coffee shop

Paul's Coffee Shop

Starbucks to some degree—nice patio

More family center places to use on the West side of McCaslin

Table 4:

CURRENT USE

Rec center

Majority of shopping: Kohl's, Home Depot, 1st Bank, dry cleaning, eating out at restaurants—do what we can to keep tax dollars in Louisville, gasoline, doctors, services and retail, post office, bus, Hwy 36 access

Sustainability

Healthy, vibrant economy

Accessibility by all: bus/car/biking/walking

Balanced transportation

Downtown and 'uptown' west of McCaslin

CURRENT STRUGGLES

Road access in and out of stores

CURRENT USE OF OPEN SPACE

Great for biking, running, etc.

FUTURE

No development to negatively impact the local school population

No high density apartments or patio homes

Fiscal sustainability as development priority

Community spaces/hangout spaces

Smooth transitions between current dvlpmnt (sic) areas (ie: large lot homes->smaller homes->office parks->services

Purchase current commercial space to use for open space

Active recruitment of business opportunities vs passive asst.

Sam's Club->entertainment venue(s)

Table 5:

Transportation to get somewhere else—the rec center—to Boulder
Shopping—groceries, bank, hardware
Restaurants
Physical therapy
Individual destinations not a place by itself like going ‘Downtown’
More pedestrian friendly
More buzz—like downtown
More reasons to stay into evening—not just drive over and then leave
Maybe mixed use? Housing + retail + business (Lofts not west of the corridor—you’re in it)

Pedestrian friendly
Sense of community
Ways for people to interact
More of a mixed use
More naturally like on east side of town-downtown
Memory Square + downtown
Economic sustainability for business in that area
Smaller lots—not so many really big buildings (Divergent Louisville)

Table 6:

Access to Post Office and small business locations
Access to SBR/Superior
Access to Rec Center
Drive it—not bike/walk
Drive to business & restaurants

Future/Slower traffic speeds
Future—Second Downtown
Improve biking/walkability
Public outside/Event gathering node/space
Grid Streets
Less concrete
Less Parking/Multiuse spaces
Convert huge parking areas to more balanced parking and buildings
More housing options, residential mixed use
Integrated businesses & housing
Less housing

Balanced transportation—more rational ways to get to small business on west side
Integrated Open Space & trail —more walkable areas, possibly use underdeveloped land as open space. Connect trails, walkways
Sense of community
*Community gathering place like Steinbach (sic)
Pavilion—multi-use
*Unique areas—make this more of a distinct part of town, not just downtown in Louisville

Table 7:

Drive the corridor now—would like to walk in future
You have to drive from one small commercial location to another—want to walk from location to location
Functions as a Drive-thru or single Destination—want connectivity
How to drive McCaslin—would like alternative routes between properties
Have to know what is located in Area-want signage

Need Residential Development to support local markets-commercial
Increase access across developable Areas (vacant land and underutilized Commercial Areas)
Connect across and to successfully Developed Areas (Silos) (?) possibility along rear property lines connecting Parking lots
Parking necessary for Commercial Enterprises that are considerably Different from Downtown

Table 8:

Driving
Shopping
A way between S.Bldr Rd. & Hwy. 36
Car wash

FUTURE

More bicycle accessibility
More pedestrian accessibility
Safer
More (some!) relaxation areas
Plan for Sam’s Club, Plan for dep’t (?) of a Home
Supply Store
*More locally owned businesses

Table 9:

Driving to shopping in the business on McCaslin
Corridor to Superior S.C./Hwy 36
Wants separated bike lane for safety
Layout of S.C. on W. is very confusing & difficult to
access
Access to Davidson Mesa

Table 10:

Retail—fast casual restaurants
Provide citz with fiscal sustainability, especially
capture non-resident dollars
Shopping, drive through-access to SBR, Via Appia
and US 36 (Car)
Shop
Davidson Mesa, access hiking/Harper Lake
Entertainment—movie theater, coffee shops
Post office

WOULD LIKE

Pedestrian, bike options
More of an entertainment district
More shopping
OFFICE supply store
Live Music (indoors)

Needs a Sense of Community
Needs—public spaces
---Balanced Transit
--Open Space & Trails
--Public Transit Connectivity
Utilize to reduce re-development pressure on
historical structures

Park/O.S. lacking near/on McCaslin or between S.C.
Save some of O.S. which is zoned commercial for
public gathering /parks/O.S.
Retail businesses need to be easily accessed w/
ped/bike path access.
The intersection of McC/Dillon is not possible to
cross on foot/bike (Dbl. turn lanes w/o stopping
prevent safety of peds.)
Use vacant commercial before more is built
Reduce traffic & wait times at traffic lights
Audible crossing signal for the blind & visually
impaired

Healthy Vibrant Economy is essential part of this
area
Integrated Trails & Open Space missing
Sense of community, public gathering spot
No ‘Welcome to Louisville’ feel off highway
No sense of ‘Heritage’ in Design Standards—too
hodge podge

(Table 10 con't)

Outdoor plaza, gathering

Trail Connections

Less car centric

More formalized street connections. Better design

Dairy Queen, something for kids to go to, hang out

Trail connection (walk, bike) Enclave

Table 11:

Very much (?) by car (?) currently

Better landscaping, like town of Superior does
flowers, statues, sculptures, art

Would like to be able to use it in a more walker
friendly, bikes and shuttles to (sic)

More residential use in that area

Free bus to transport people around town like in
Vail, without needing a car

Create places to watch the sunset, to be around
Fire pits, etc.

Big loop around new town Louisville

Would like to make it a place to be & to hang out,
not just a corridor

Old Town Louisville connected to 'New Town' Lsvl

Use lightning & signage to give the sense of
community

Trim the trees for pedestrians to be able to walk
From scattered ->to connected

Connect the different shopping malls on the west
of McCaslin

Table 12:

Access to retail

Access to McCaslin PNR (sic Park'n'Ride)

Access regionally outside Louisville, US 36, Boulder

Denver bus, DA bus, Superior, Superior area trails

Bike, walk, drive

Post office, vet

Access to Davidson Mesa & Harper Lake

Movie theater

Table 13:

Excellent access to restaurant & other facilities

West has a lot of open lots and empty large
buildings—consider rezoning to bring people in

A recreational square surrounded by commercial
stores could be a good anchor to have people
hang out

Sam's Club as an event center

B-cycle – bike rental service

Golf carts

Car rental

Motor bikes

Restaurant hub

Cohesion

Signage that is cohesive & uniform

Incorporate the old town historic feel that draws
people to Louisville

Incorporate visually

Hilly topography is challenging for walkers & bikers

Need playgrounds

Trails that are mostly pedestrian/biking not next to
a road or street

Lacking 1-4 values

Need healthy, vibrant, sustain. economy

*A bunch of buildings, no character

*Needs a sense of place

Give people a reason to stop & shop, sense of place
less driving

*Waste land

*Need pedestrian scale (?)

Unique comm. areas & neighborhoods

Like the openness to the west

Connect with bike paths, more open public spaces

Table 13 (con't):

Old 'Sam's Club' needs condo's to bring people
(also ugly)
Gas station, bank, grocery store, restaurants but
would prefer it more pedestrian friendly.
Maybe Sam's could have a good pedestrian mall
with unique store
More rest. & shops (not chains) w/ outdoor patio
space
Better connection to open space

Table 14:

Mostly to go to Home Depot, Lowes, Costco, Target

A park west of Centennial Pavilion Lofts would
attract people and be good
Also need outdoor pool adjacent to Police
Building—would be greatly popular!
Working with current developer on their
commitment to a sustainable plan for this
corridor

Table 15:

How use now?

Get to work
Drive through/bypass
Walking
Eating
Bike/run
Shopping
Post office
Gas station
Home improvement shopping
Hotels

Improve transportation
Louisville character
Outdoor places and activities
SAFE NEIGHBORHOOD

How would like to use it?

Parks
Drive through/bypass
Walking-biking improved
Rec. trails
Eating
Shopping
Post office
Gas station
Better integrate Davidson Mesa
Improve Davidson Mesa parking
Residential (?)
Improve bus stop amenities

Scott Robinson

From: Carrie Cortiglio <carrie.cortiglio@gmail.com>
Sent: Wednesday, March 11, 2015 1:06 PM
To: Scott Robinson
Cc: Susan Loo; Jeff Lipton
Subject: Planning Commission Meeting

Hi Scott,

It was nice to speak with you yesterday and I appreciate your offer to bring my letter to the Planning Commission meeting on Thursday, March 12.

As I said, I live at 1144 Hillside Lane on a lot that backs directly on to McCaslin. Over the last 10 years there has been a steady increase in the traffic volume on McCaslin. At this point, the traffic noise can be heard in my house with the windows closed and makes it difficult to use my backyard. I am investigating actions I can take to mitigate the noise including installing soundproof windows and landscaping the backyard to block traffic line of sight.

Given that the city only anticipates continued increases in traffic, I ask that any planning with regard to the McCaslin area include work to mitigate traffic noise. I've had some helpful conversations with both the city planning and public works department. I understand that the city could apply a product called a hot chip seal to the stretch of McCaslin between Via Appia and South Boulder road and that this product can mildly abate road noise. I also ask that the city consider raising the height of the fencing allowed and look into landscaping options that might at least visually block the traffic. Finally, the speed of traffic is also a factor in the amount of noise produced. At the kick-off meeting for the McCaslin small area plan, one group of citizens suggested the city look into what it can do to calm traffic speeds to help with walkability. Traffic speed reductions would also help in the section of McCaslin between Via Appia and South Boulder Road.

I appreciate the process the city is running to gain input on the McCaslin small area plan. Thank you for your thoughtful consideration.

Carrie Cortiglio
1144 Hillside Lane
Louisville, CO 80027

My name is Linda Boyd and I have owned a small business here in Louisville for more than 10 years and I am a member of the Chamber Board.

When I opened my business, a franchise, I had my choice of a number of locations.

I wanted my business to be here because I was a former resident and loved the sense of community.

I see Louisville working hard for big business and for the residents. But feel that they often lose sight of the needs of small and medium sized businesses.

We are served best by and are able to serve best when there is a sense of community that includes all.

A business idea that doesn't originate in the community is not, by definition, a bad thing.

I own a franchised business but it is me that is there every day taking care of my customers and there are few who care more about customer service and building a community than I.

I fear that this community is all too quick to dismiss the McCaslin corridor as something outside of the community.

My business is located in Colony Square, part of that corridor and I am here to tell you that that is not what we want.

Managed traffic speeds, walkable sidewalks and safer intersections are all the kind of things that let a community slow down and see all that it has to offer.

A speedy conclusion to the McCaslin/Turnpike overpass would help us all to relax and welcome visitors to our community too.

Signage done wrong can easily be an eye sore to a community but signage done well can help us all get to know each other and the events that are going on in a community.

I remember a show of hands at the first of these meetings that clearly indicated that it was a sign that brought most of us here.

The McCaslin corridor was built at a time when it was believed that big business would be harmful to the community.

That is not the case, in fact a large percentage of the business tax revenue for this community comes from the businesses on McCaslin.

Now is the time to do what needs to be done to bring the McCaslin businesses and residents into the community.

I am a supporter of the success that has been enjoyed by both the Downtown and S. Boulder Rd businesses.

There is room for the McCaslin corridor to join in that success too.

Scott Robinson

From: Regina Macy <reginamacy@gmail.com>
Sent: Thursday, April 09, 2015 3:16 PM
To: Scott Robinson; Susan Loo
Subject: I love Louisville

Hi Scott, As a long time resident of Louisville I really appreciate "The best small city in America". We must use intelligence and caution not to love it to death. It is becoming a challenge to park at the library and the Rec Ctr. Traffic on South Boulder Rd. and McCaslin is heavy. My suggestion would be to upgrade and fill any empty commercial spots before creating new ones. Just say no to housing developments. Enough is enough. Our property taxes have gone up with all the growth even though you would think the taxes would have gone down! I'm all for parks, trails, trees and green to preserve the quality of our small city. Thank you for listening.

Sincerely,
Regina E Macy
1021 Willow Place
Louisville, CO. 80027



McCasin Boulevard

SMALL AREA PLAN | HIGHWAY 36 TO VIA APPIA

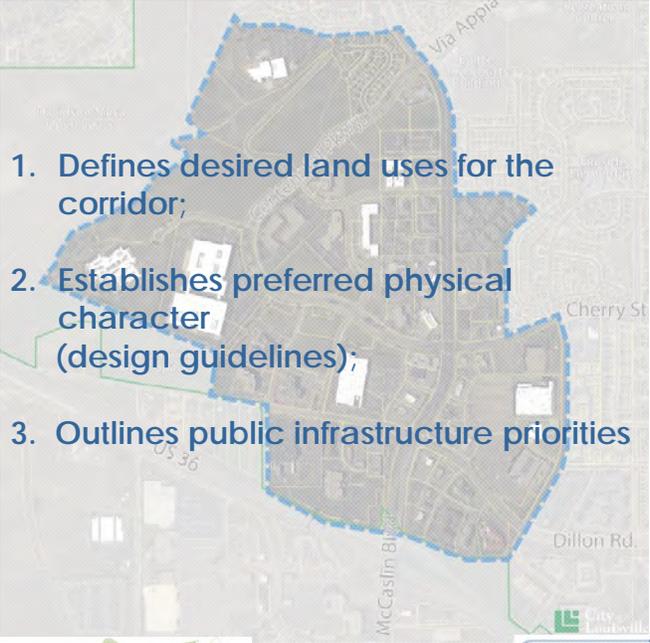
City Council

June 2, 2015



Study Area

McCasin Boulevard



Study Area

1. Defines desired land uses for the corridor;
2. Establishes preferred physical character (design guidelines);
3. Outlines public infrastructure priorities



McCaslin Boulevard

Process

- Phase 1 – Desire: Set goals
- Phase 2 – Discovery: Corridor analysis
- Phase 3 – Design: Develop alternatives
- Phase 4 – Discussion: Select preferred alternative
- Phase 5 – Documentation: Codify results



McCaslin Boulevard

Phase 1 - Desire

- Opportunities/Constraints analysis
- Project measures of success



McCaslin Boulevard

Community Input

- ULI Technical Advisory Panel
- www.EnvisionLouisvilleCO.com
- Public kick-off meeting



McCaslin Boulevard

ULI TAP

- Make retail more attractive
- Provide better connections
- Capitalize on nearby transportation investments
- Create corridor identity
- Outdated regulations



McCaslin Boulevard

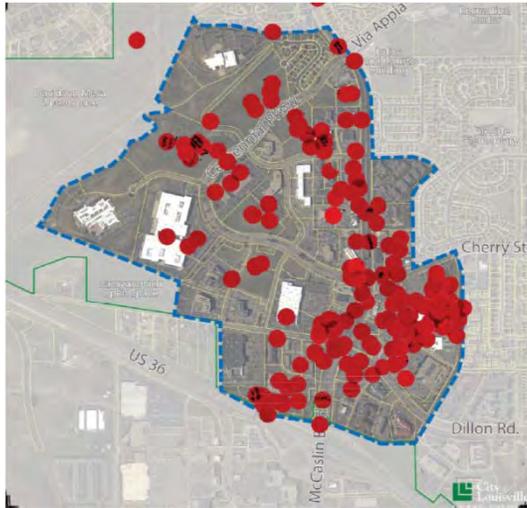
EnvisionLouisvilleCO

- Better sense of place
- Civic gathering area and parks
- Better design of buildings, signs, and art
- Land use mix should create activity and meet fiscal goals
- Better connections to and through the corridor
- Connection to heritage is lacking



McCaslin Boulevard

Dislikes



McCaslin Boulevard

Immediate Change



McCaslin Boulevard

Small Group Discussions

- Better connectivity
- More public amenities
- Lacked distinctive Louisville character
- Not well integrated into the City
- Ensure economic vibrancy and sustainability



McCaslin Boulevard

Opportunities/Constraints

Opportunities	Constraints
<ul style="list-style-type: none"> • Traffic volume providing potential customers for businesses • Investments at interchange and BRT station • Significant park/open space amenities just outside the corridor • Several areas ready for investment • Significant landscaping along the corridor • Potential for identity-defining features • Social infrastructure, such as schools, can accommodate growth • Existing hotels in the area 	<ul style="list-style-type: none"> • Disconnected parcels and difficulty of adding new connections • Traffic speeds making the corridor unpleasant for visitors • Lack of visibility for businesses • Limited bike and pedestrian connectivity • Lack of public gathering spaces in the corridor • Outdated site and building designs and development, signage, and zoning regulations • Visitors unaware of connections to the rest of Louisville • Market capture area limited by street network, regional competition, disparity between daytime and nighttime revenue, and surrounding open space • Lack of community consensus on desired uses



McCaslin Boulevard

Community Values

The McCaslin Blvd study area is lacking:

- A sense of community
- Sustainable practices for the economy, community, and environment
- Unique commercial areas and distinctive neighborhoods



McCaslin Boulevard

Measures of Success

- **Principle 1** – Improve connectivity and accessibility while accommodating regional transportation needs.
 - a) Increase the network connectivity of roads parallel to McCaslin Blvd
 - i) Are vehicles able to move between parcels without returning to McCaslin Blvd?
 - b) Make sure traffic passing through the corridor does not make it an undesirable place to live, work, play, and travel
 - i) Does traffic noise decrease?
 - ii) Do pedestrians and bicyclists feel safe?
 - iii) How long will a trip take on the corridor?



McCaslin Boulevard

Measures of Success

- **Principle 1** – Improve connectivity and accessibility while accommodating regional transportation needs.
 - c) Accommodate future regional transportation plans
 - i) How does the corridor alternative adequately address future transportation needs?
 - ii) How does the corridor alternative accommodate adopted regional transit plans?
 - d) Provide wayfinding to locations within and outside the corridor
 - i) Are visitors able to find key destinations and locations in the study area?
 - ii) Are visitors able to find connections to key destination outside the study area, such as Downtown?



McCaslin Boulevard

Measures of Success

- **Principle 2** – Create public and private gathering spaces to meet the needs of residents, employees, and visitors.
 - a) Provide for community amenities identified in the survey and elsewhere
 - b) Provide a central civic space to help create a sense of place
 - c) Encourage, through design guidelines or incentives, private developers to incorporate publicly accessible spaces into new developments
 - d) Identify which, if any, undeveloped parcels should be purchased for park/open space
 - i) Does the ratio of acres to users meet City standards?
 - ii) Do public spaces connect to form a cohesive network?
 - e) Provide programming to activate public spaces



McCaslin Boulevard

Measures of Success

- **Principle 3** – Enhance bicycle and pedestrian connections to private and public uses.
 - a) Provide safe and convenient facilities that serve a broad range of users with multiple modes of travel
 - i) Are all modes of travel accommodated?
 - ii) Are users of all ages and ability levels accommodated?
 - iii) Do the improvements proposed provide safer conditions for all users and ability levels?
 - iv) Are existing deficiencies addressed?
 - v) Do bike and pedestrian facilities connect to trip beginning and end points?
 - b) Design solutions that the City can realistically maintain over time
 - c) Promote regional trail connectivity within the study area
 - d) Is a connection provided through the study area to Davidson Mesa and the new underpass?



McCaslin Boulevard

Measures of Success

- **Principle 4** – Utilize policy and design to encourage desired uses to locate in the corridor and to facilitate the reuse or redevelopment of vacant buildings.
 - a) Do allowed uses serve community needs as defined in survey and elsewhere?
 - b) Are allowed uses supported by the market?
 - i) To what extent are incentives and/or public infrastructure partnerships needed to induce identified uses to locate in the study area?
 - ii) To what extent do uses capitalize on investments at the US 36 interchange and Bus Rapid Transit station?
 - c) Does the land use mix demonstrate strong fiscal benefits?
 - d) Is the process for approving desired uses and desired character simpler and more predictable?



McCaslin Boulevard

Measures of Success

- **Principle 5** - Establish design regulations to ensure development closely reflects the community's vision for the corridor while accommodating creativity in design.
 - a) Physical form should incorporate desires expressed in the community survey and elsewhere
 - b) Ensure signage and landscape regulations allow for adequate business visibility without detracting from aesthetic qualities of the corridor
 - i) Does signage clearly direct visitors to businesses without appearing overbearing or too cluttered?
 - ii) Does landscaping provide for a pleasant visitor experience while still providing visibility to businesses?
 - iii) Allow flexibility to respond to changes in market requirements, design trends, and creativity in design



McCasin Boulevard

Measures of Success

- **Principle 6** – Establish development regulations to meet the fiscal and economic goals of the City.
 - a) Does the proposed plan demonstrate long-term, strong economic benefits for the corridor?
 - i) Are allowed uses complimentary and will they reinforce each other
 - ii) Are allowed uses supported by the market and likely to locate in the corridor?
 - b) Does the proposed plan demonstrate strong positive fiscal returns to the City?
 - i) Will the timing of development maintain sufficiently strong returns at all times?
 - ii) Are alternative funding or taxing schemes required to meet the City's other goals for the corridor?



McCasin Boulevard

Tentative Schedule

- May 14 – Planning Commission Review
- June 2 – City Council endorsement
- July – Walkability Audit and Placemaking Workshop
- Summer – Public meeting #3 – develop alternatives



McCaslin Boulevard

CONTINUE THE PROCESS



Attend public meetings



Share your ideas on www.envisionlouisvilleco.com



Follow the Planning Dept @Plan4LoCo

.....

For more information visit www.envisionlouisvilleco.com or contact Scott Robinson, Project Manager, 303-335-4596 or scottr@louisvilleco.gov.



McCaslin Boulevard

SUBJECT: DELO PLAZA – *Continued to 07/14/2015*

ORDINANCE NO. 1963, SERIES 2015 – AN ORDINANCE APPROVING A REZONING OF A 3.9-ACRE PARCEL OF LAND LOCATED AT 1055 COURTESY ROAD FROM CITY OF LOUISVILLE INDUSTRIAL (I) ZONING TO CITY OF LOUISVILLE COMMUNITY-COMMERCIAL (CC) AND CITY OF LOUISVILLE MIXED-USE RESIDENTIAL (MU-R) FOR THE DEVELOPMENT OF DELO PLAZA – 2nd Reading – Public Hearing – Advertised *Daily Camera 05/24/2015*

RESOLUTION NO. 36, SERIES 2015 – A RESOLUTION APPROVING A REZONING, FINAL PLAT, FINAL PLANNED UNIT DEVELOPMENT (PUD), AND SPECIAL REVIEW USE (SRU) FOR THE REDEVELOPMENT OF A 3.9 ACRE PROPERTY WITHIN THE CORE PROJECT AREA OF THE HIGHWAY 42 REVITALIZATION AREA. THE REDEVELOPMENT INCLUDES THE ADDITION OF APPROXIMATELY 19,208-23,000 SQ. FT. OF COMMERCIAL SPACE

DATE: JUNE 2, 2015

PRESENTED BY: SEAN MCCARTNEY, PLANNING AND BUILDING SAFETY



UPDATE:

Staff requests a continuance to July 14, 2015 to finish negotiations with the property owner regarding the first condition of approval.

Summary

At the May 5, 2015 City Council meeting, Council directed staff to bring back a resolution of approval for the DELO Plaza rezoning, Plat, Planned Unit Development (PUD) and Special Review Use (SRU) with eight conditions needing to be addressed by the applicant. Six of the conditions matched the conditions of approval staff recommended to Planning Commission and two conditions were identified by City Council during the May 5th public hearing.

Council further directed staff to work with the applicant to modify the PUD to incorporate the eight conditions of approval prior to the June 2nd public hearing.

The attached PUD includes revisions addressing five of the eight conditions. As a result staff recommends City Council approve Ordinance No. 1693, Series 2015 on second reading approving the rezoning and Resolution No. 36, Series 2015 approving the final plat, final PUD and SRU for DELO Plaza, with three conditions:

1. The City and the applicant shall develop a shared parking agreement for the private surface parking lot for events at Miners' Field and larger downtown special events prior to the recording of the PUD.
2. The applicant shall continue to work with Public Works on addressing the comments shown in the February 11, 2015 memo.
3. Access to the back of the buildings from the City Parking lot to the west. The applicant has provided an access point within the northernmost portion of the landscape buffer between the City parking lot and the development. Staff recommends one more access point on the southernmost portion of the landscape buffer.

The realities of the quick turnaround limited the applicant's ability to incorporate all eight conditions into the final. Three items remain. The applicant has stated they are comfortable with meeting the remaining three conditions of approval prior to recordation.

Staff Analysis

The following section illustrates City Council's original eight conditions of approval and the status of the applicant's response within the current PUD:

1. The proposed development requires a waiver to the maximum allowed parking spaces. To justify this parking excess, applicant shall develop a shared parking agreement with the City for the private surface parking lot for events at Miners' Field and larger downtown special events.

Staff recommends keeping this condition in the approval as a parking agreement has not been finalized.

2. All signs, including any monument sign, shall comply with Chapter 7 of the CDDSG, as well as Section 17.24 of the LMC, including a 10 foot setback from right-of-way. The applicant has included a note in the PUD stating all signs will comply with the sign standards in the CDDSG. **Staff believes this condition has been met.**
3. The applicant shall continue to work with Public Works on addressing the comments shown in the February 11, 2015 memo. **Staff recommends keeping this blanket condition in the PUD so staff may continue to work with the applicant on the outstanding items. A copy of the Public Works review letter is attached.**
4. The proposed sidewalks shall match the sidewalk design included in the Highway 42 Plan. **The applicant has provided a note in the PUD stating the sidewalk will match the sidewalk design in the Highway 42 Plan. Staff believes this condition has been met.**
5. Because the Hwy 42 sidewalk is required, the applicant shall modify the landscape sheets prior to recordation to remove the parking stalls, located along Highway 42, and replace them with low growing shrubs and other landscaping. The applicant shall also include an east/west sidewalk, connecting Highway 42 to the larger commercial building, via a sidewalk located within a landscape island. **The applicant has modified the PUD to comply with this condition. Staff believes this condition has been met.**
6. Staff requests the applicant preserve as many of the existing trees as possible. The applicant shall work with the City Forester and Parks Project Manager, at time of construction drawings, to determine which trees may be preserved. **The applicant has modified the PUD to comply with this condition. Staff believes this condition has been met.**
7. The applicant shall improve the accessibility of the rear of the project to the adjoining public parking lot. **The applicant has provided an improved access point within the northernmost portion of the landscape buffer between the City parking lot and the development. Staff recommends one more access point on the southernmost portion of the landscape buffer.**
8. The west façade of the building shall have some architectural character. **The applicant has provided “eyebrow” awnings over the rear doors on the western façade as well as areas designated for future murals. Staff believes this condition has been met.**

May 5, 2015 – Council Communication

SUMMARY:

The applicant, Tebo Properties, Inc., has submitted a rezoning request, final Plat, final Planned Unit Development (PUD), and Special Review Use (SRU) application for the redevelopment of a 3.9 acre property in the Hwy. 42 Revitalization District. The proposed project, known as Downtown East Louisville (DELO) Plaza, includes the development of up to 23,000 sf of commercial space.

Louisville Municipal Code (LMC) requires this redeveloping property be rezoned from the Industrial (I) Zone District to: the Mixed Use Community Commercial (MU-CC) Zone District along Highway 42, and to the Mixed-Use Residential (MU-R) Zone District along Cannon Street.

Planning Commission reviewed the proposal April 9th and unanimously recommended City Council deny the application.

Since the Planning Commission hearing, the applicant has communicated to staff that they would accept all of staff’s recommended conditions of approval and further modify the landscaping screening proposed on the rear of the property. The Planning Commission did not review these recently proposed changes.

City Council three options following completion of its public hearing on the proposal:

1. The Council may pass Resolution No. 36, Series 2015 disapproving the application. This resolution was drafted in response to the recommendation of the Planning Commission.
2. The Council may approve the application with conditions.
3. The Council may remand the application back to the Planning Commission as a revised application.

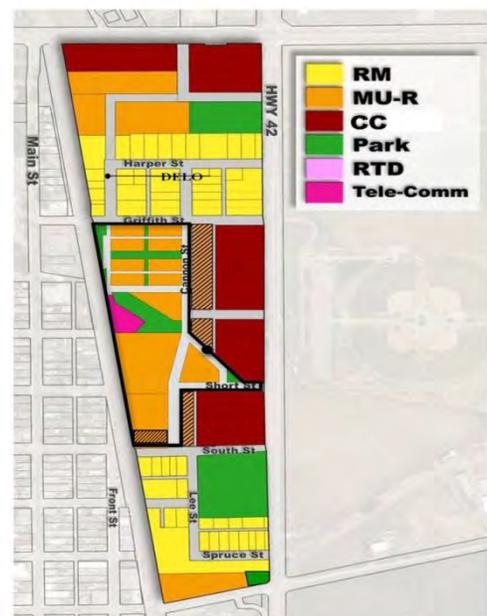
Staff recommends the application be remanded back to Planning Commission to review the new proposal from the applicant.

EXHIBIT A

BACKGROUND

Highway 42 Revitalization Area, Highway 42 Framework Plan and Mixed Use Development Design Standards and Guidelines (MUDDSG)

The City developed the Highway 42 Framework Plan in 2004 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.

Downtown/Old Town Parking Action Plan

City Council adopted the Downtown / Old Town Parking Action Plan in August of 2014. The Parking Action Plan is intended to accomplish the following:

1. Eliminate the 325 parking space deficit in Downtown by adding 221 permanent public parking spaces and 109 evening leased public spaces in the next three years (330 total);
2. Ensure the Louisville Police Department has the capacity to regularly enforce parking rules in both Downtown and Old Town in 2015 and beyond;
3. Explore neighborhood parking permit programs oriented at enhancing the livability of Old Town while sustaining the economic vitality of Downtown;
4. Maintain and enhance the small town character of Downtown and Old Town with distributed parking facilities intended to serve current parking deficits throughout Downtown;
5. Establish a framework for a long-term parking strategy necessary to ensure future parking demand in Downtown is accommodated in Downtown, not Old Town; and,
6. Continue to improve the walkability and bicycle friendliness of Downtown and Old Town.

One of the key early objectives of the plan was for the City to acquire up to 70 parking spaces in the Hwy 42 Revitalization District. The purpose of this acquisition, with the access provided by the South Street Gateway (BNSF Underpass), was to provide immediate special event parking relief for Downtown Louisville and a parking supply for future transit investments along Hwy 42.

PARKING AREA PURCHASE AND SALE AGREEMENT

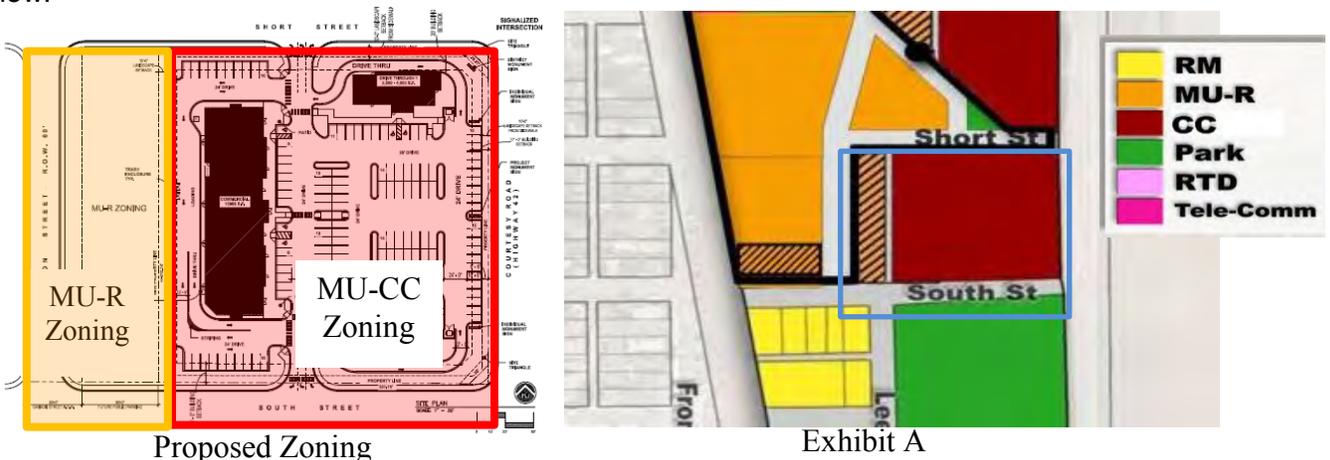
City Council approved a Purchase and Sale Agreement between the City and Stephen D. Tebo, allowing for the City to acquire a .638 acre portion of property (facing Cannon Street) at 1055 Courtesy Road for future public parking within the Highway 42 Redevelopment Area. This .638 acre parcel is included in this DELO Plaza land development application. The purchase agreement is not binding unless City Council approves this Plat, PUD and SRU with the following land use entitlement conditions:

- Cannon Street will be dedicated to the City at no cost to the City;

- No public land dedication is required;
- City Staff will recommend within the rezoning agreement the following conditions;
 - Allowance for three (3) drive-thru restaurant parcels on the Land;
 - No required two story minimum building height (**waiver required**);
 - No minimum lot coverage ratio in the Community Commercial portion of the Property;
 - Minimum 15 foot setback in the Community Commercial portion of the Property;
 - No required maximum parking restrictions (**waiver required**);
 - Match the criteria listed on site plans for the Land as shown in Exhibit B; and,
 - Stormwater detention will be accommodated within a proposed regional detention facility. Should the detention facility be financed through a TIF Revenue Bond, no fee-in-lieu payment is required. If the TIF Revenue bond is not funded, Tebo has the option to provide for stormwater detention on-site or pay to the City a fee-in-lieu payment of up to \$100,000 to provide detention off-site.

**REQUEST
Rezoning**

The required rezoning of this property must be consistent with the Land Use Exhibit A of the Mixed Use Development Design Standards and Guidelines (MUDDSG). A side-to-side comparison of the requested rezoning and the adopted Exhibit A of the MUDDSG are shown below.



The applicant is seeking the following zone district classifications:

Commercial Community Zone District (CC) – Section 17.14.030 of the MUDDSG states “The Mixed Use Commercial Community (CC) Zone District is intended to provide

zoning which would encourage the development of a limited range of highway oriented commercial uses adjacent to Highway 42. The Commercial Community Zoning is intended to address the market demand for highway-oriented commercial development in a form that would protect the existing residential neighborhoods as well as interface effectively with the future mixed use development of the neighborhood.”

Mixed-Use Residential Zone District (MU-R) – Section 17.14.0303 of the MUDDSG states “The Residential Mixed Use (MU-R) District is intended to implement the residential mixed use land use and planning goals depicted and discussed in the Highway 42 Revitalization Area Plan. Areas zoned MU-R should be used predominantly for higher density multi-family residential, with subsidiary commercial uses and civic uses that cater to the needs of residents and transit commuters.”

The MUDDSG was created to implement the Highway 42 Revitalization Area plan. According to Section 17.14.010 of the MUDDSG, the Purpose and Intent of the MUDDSG is to:

- A. Implement the Highway 42 Revitalization Area Comprehensive Plan;*
- B. Strengthen and enhance adjacent residential neighborhoods while protecting them from potential adverse impacts associated with new development;*
- C. Complement and integrate the area with historic downtown Louisville through the establishment of strong pedestrian, and multimodal connections;*
- D. Capture the potential for high-quality, mixed use development that will serve adjacent neighborhoods and the citizens of Louisville and enhance the city’s long-term tax base;*
- E. Avoid incompatible industrial and large-scale or heavy commercial growth;*
- F. Adopt a regulatory framework which promotes and encourages redevelopment to integrate principles of sustainable architecture and energy conservation;*
- G. Provide for design standards for the development of a commuter rail station which shall promote the public health and safety, adequate ingress and egress, parking, and surface parking which shall be decentralized. Surface parking shall be decentralized in a manner which does not overwhelm the redevelopment area; and*
- H. Capture the potential for highway commercial development adjacent to State Highway 42 while providing a restricted range of retail sales and services;*

The MU-CC component of this development proposes to provide highway oriented commercial uses adjacent to Highway 42. The MU-R component of this development is proposed by the applicant to function as a municipal surface parking lot.

The proposed rezoning matches Exhibit A of the MUDDSG.

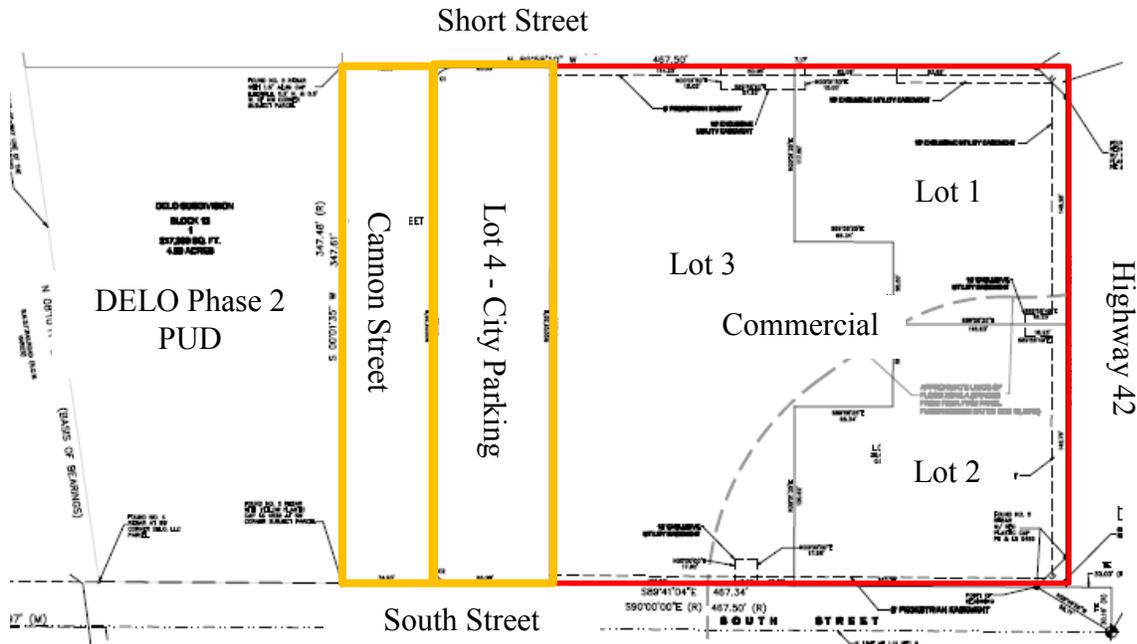
Final Subdivision Plat

The proposed subdivision plat provides is a replat of the Caledonia Place Subdivision, which was originally approved in 1890. The subdivision component of this request is regulated by Chapter 16 of the LMC.

Lots

The applicant is requesting to subdivide the parcel into four Lots. Lots 1, 2, and 3 make-up the commercial component of the property:

- Lot 1 (27,775 SF or .64 acres) is proposed to be a drive thru use. This lot will have access from Short Street and South Street.
- Lot 2 (28,426 SF or .65 acres) is proposed as a drive thru use as well. The lot will also have access from Short and South Streets.
- Lot 3 (64,639 SF or 1.48 acres) is shown on the PUD to have a multi-unit commercial building. Lot 3 will have a drive-thru use with access from Short and South Streets.



Lot 4 (27,752 SF or .64 acres), if approved would be owned by the City of Louisville and is intended for the development of a 79 space municipal parking lot serving an accessory parking function for events at Miners' Field and special events Downtown. This property would be zoned MU-R and City municipal uses are permitted as a special review use (SRU). Lot 4 is proposed to be accessed from South Street. The parking lot would be accessible from Downtown Louisville via the South Street Underpass.

The Cannon Street right-of-way proposed in the replat will create an instrument for Cannon Street to extend from E. Lafayette Street to South Street, thereby allowing for the creation of the “woonerf” established in DELO Phase 2 and complete the street network connectivity required for the successful implementation of the Hwy 42 Corridor Plan.

Block Design

The proposed block design is compliant with the MUDDSG by providing a 393 foot block dimension from Highway 42 to Cannon Street. The CC zone district permits a maximum block dimension of 400 feet.

Public Land Dedication

The property was originally platted as part of the Caledonia Place Subdivision (1890). It has been staff’s historic 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.

Final PUD Development Plan

The PUD development plan illustrates highway oriented commercial development, providing between 19,308 SF and 21,608 SF of commercial / retail / office / restaurant uses. The proposal consists of three buildings with a private surface parking lot on Lots 1, 2, and 3. As mentioned previously, a municipal surface parking lot, open to the public, is proposed on Lot 4.

The larger multi-use commercial building on Lot 3 would be allowed to be constructed between 13,608 and 15,000 SF in size, while smaller, drive thru buildings ranging between 2,850 – 4,000 SF each would be built on Lots 1 and lot 2 if approved

The redevelopment of this parcel proposes land uses complimentary to the surrounding neighborhood; providing services within walking distance to residential, businesses and the City sports complex.

Land Use

The proposed land uses are permitted in Table 1 of Section 17.14.050 of the MUDDSG. Municipal uses require an SRU in the MU-R zone district.

Zone District	Use(s)	Building Area	Height	Parking Required	Parking Provided	Parking Ratio
MU-CC	<i>Commercial</i>	Max.	1 Story	1/300 SF = 45 spaces		1/250
	<i>Retail</i>	15,000 SF				
	<i>Drive Thru 1</i>	Max.	1 Story	Min. 1/300 SF		1/125

	<i>Eating</i>	4,000 SF		Max.125% of minimum req'd spaces	143 total	
	<i>Drive Thru 2 Commercial (Bank)</i>	Max. 4,000 SF	1 Story	Min.1/400 Max.125% of minimum req'd spaces		1/125
MU-R	<i>Municipal Public Parking</i>	N/A	N/A		79 spaces	

Parking

The MUDDSG states the following intent for off-street parking: *“An adequate supply of off-street parking is necessary for the commercial viability and success of new development in the MU-R and CC Districts. However, commuter rail located within easy walking distance of the entire Highway 42 Revitalization Area may reduce the amount of off-street parking required or supplied in developments where the only travel mode option is the automobile. The city’s adopted street design for the Highway 42 Revitalization Area will also ensure that on-street parking spaces can serve the district’s visitors and users.”*

The proposed development provides a total of 143 parking spaces. Only 77 parking spaces are needed for the requested floor area, an excess supply of 66 spaces. The MUDDSG requires a maximum parking standard of *“125% of minimum required spaces”*, which means this development should have a maximum of 96 spaces (77 parking spaces X 1.25 = 96.25). The 143 parking space provision is 178% of the minimum required.

Section 4.2.C.1, of the MUDDSG, permits the following:

“Off-street parking may be permitted between the buildings front façade and Highway 42 frontage, subject to parking lot landscape screening requirement for properties zoned MU-CC.” Sheet 8 of the PUD shows the proposed landscape plan. The applicant has provided a 10’ landscape buffer between the parking lot and the adjacent right-of-way, as well as landscape islands complete with trees and shrubs.

Bulk and Dimension Standards

The proposed development complies with the majority of the bulk and dimension standards established in the MUDDSG. Exceptions highlighted below require a waiver to the LMC.

CC zone district	Required	Proposed – DELO Plaza
Min. Lot Width	N/A	40'
Min. Building Coverage	30%	N/A

Min. Landscape Coverage	20%	10%
Max. Footprint	50,000 SF	15,000 SF
Max. Bldg. Length along street	350'	N/A
Min. % of street frontage	N/A	N/A
Building setbacks		
Min. & max. street setback (principal use)	Minimum: 15' Max: 60'	Minimum: 10' Max: N/A
Min. side yard setback (principal and accessory uses)	10'	0'
Min. rear yard setback (principal uses)	20'	5'
Min. rear yard setback (accessory uses)	20'	5' (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' max.

X – The yellow color denotes waivers being requested

Site Plan

The MUDDSG describes the intent of site planning as follows: *“The orientation of a principal building is a major influence on the public realm environment created at the public sidewalk or street edge. When buildings are set back far from the public sidewalk or street, or when a building turns its back on the primary abutting street, the pedestrian experience at the sidewalk or on the street suffers in quality. These building orientation and siting standards are intended to accommodate and invite pedestrians to walk to and between destinations within the MU-R, and CC Districts, to feel safe and comfortable doing so, and to support the use and security of the commuter rail line and transit station located in the Highway 42 plan area.”*

The proposed site plan includes three buildings:

- 1) two drive-thru uses located along Highway 42, and
- 2) one multi-use, auto-oriented building set back approximately 225 feet from Highway 42.

The property has approximately 310 feet of frontage along Highway 42 and provides approximately 80 feet of building frontage, or 25% of the street property line containing a building facade. Although the MUDDSG is silent in regards to the amount of buildings facing a street in the MU-CC zone district (the MU-CC has a maximum building length along a street, not a minimum), staff believes the intent of the MUDDSG is to have most of the commercial development along the street frontage.

Section 4.2.C.1, of the MUDDSG permits off-street parking to be located between the building and Highway 42 as long as adequate landscaping is provided.

Pedestrian Circulation

Pedestrian users along Highway 42 have safe access to the commercial development, along Short Street and South Street, but will not have any mid-block access, unless they travel through the parking lot. Staff requests the proposed sidewalk match the sidewalk design included in the Highway 42 Plan (see attached).

Signs

The applicant is requesting building mounted signs on all buildings within the commercial development, as well as monument signage along Highway 42. Sign design in the MU-CC zone district is regulated by Chapter 7 of the Commercial Development Design Standards and Guidelines (CDDSG), as well as Section 17.24 of the LMC.

Building Mounted Signs – According to the CDDSG commercial users are permitted one SF of sign area per linear footage of an individual business. Sign copy, including trademarks, logos, etc. may not exceed 24 inches in height. On sheet 17 the applicant requests the following building mounted sign variance (Staff has highlighted the non-conforming elements of the request in yellow):

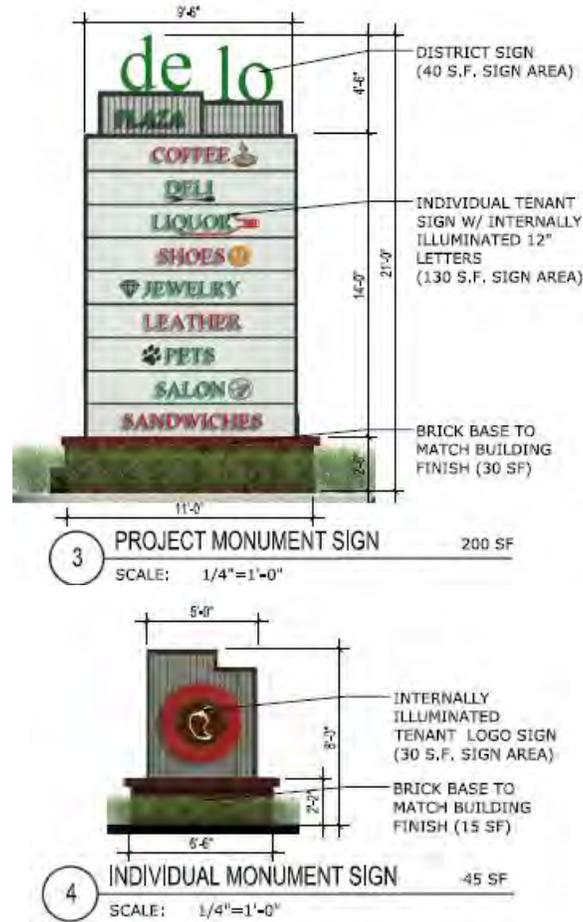
1. “Maximum area of building mounted signs per building façade surface shall be limited to 2 square feet of sign area per linear foot of the individual business, with not individual sign being larger than 200 square feet, including retailer’s logos. Building mounted signs shall be allowed on all sides of the building.”
2. Character height of building mounted signs shall be 30 inches maximum.

Staff recommends all building mounted signs follow the standards established in Chapter 7 of the CDDSG and Section 17.24 of the LMC.



Monument Signs – The CDDSG states “*For retail zones individual monument signs may be located at primary entries to freestanding buildings to provide individual businesses identifications and building addresses.*” The proposed development shows a total of 4 monument signs (2 individual monument signs, one project monument sign, and one district monument sign), all located along Highway 42. The applicant has asked for the following sign variances for the monument signs (Staff has highlighted the non-conforming elements of the request in **yellow**):

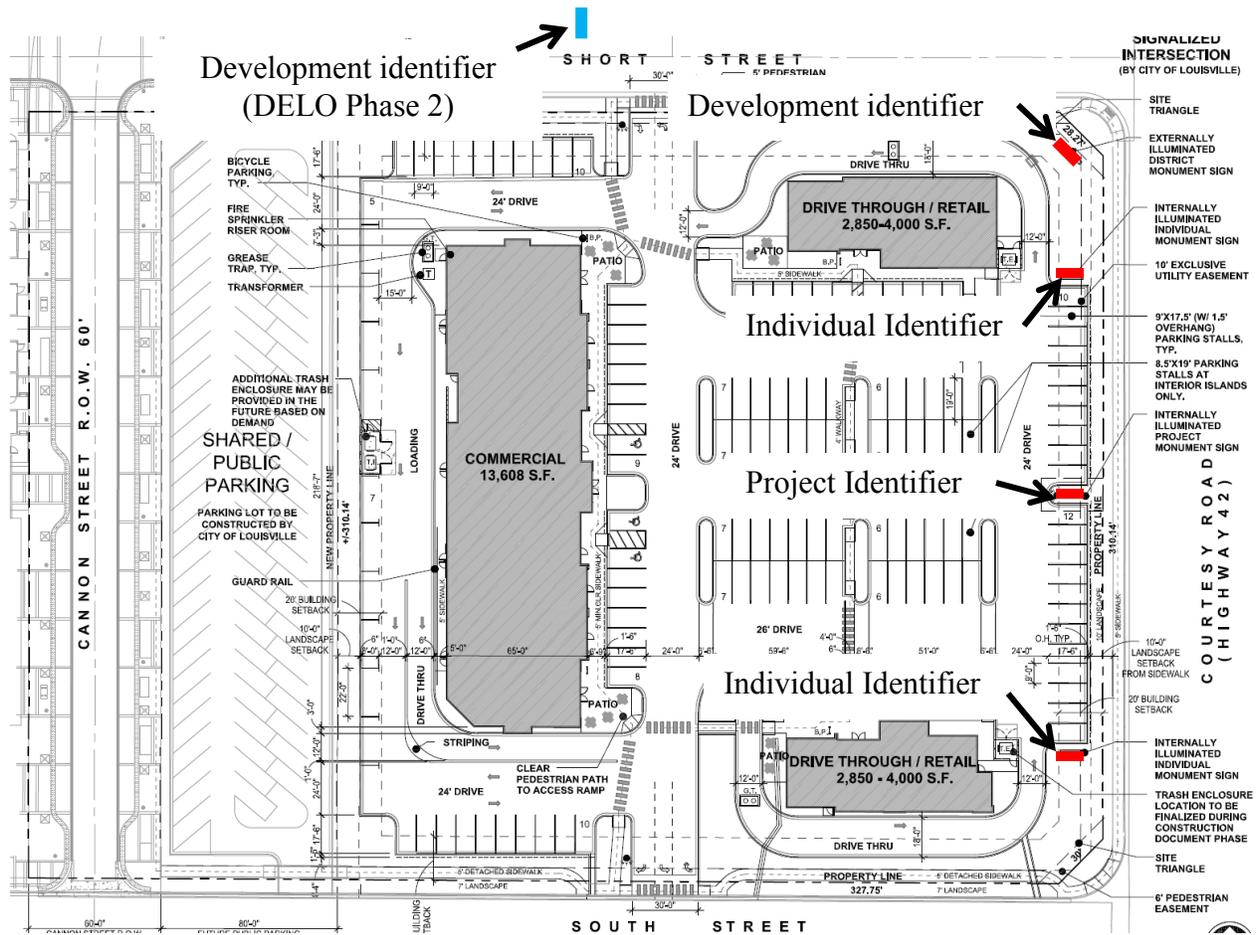
- Maximum height of monument signs shall be **21 feet**,
- Maximum area of monument signs shall be **200 square feet**,
- One (1) project monument sign that contains the name of the project and names of the individual tenants shall be provided,
- Two (2) individual monument signs for free standing buildings shall be provided,
- One (1) district monument sign shall be provided,



The CDDSG requires the following:

1. The maximum height of a monument sign in the commercial district is 12 feet,
2. The maximum area of a monument sign in the commercial district is 60 square feet,
3. "One monument sign per public street frontage, if authorized as part of the final PUD development plan. If so authorized, project monument signs may be located at the street or primary entries to commercial developments to provide the overall project identity." The above statement results in 3 monument signs for this development.

Staff believes the request for 4 monument signs creates sign clutter for this property. Also, staff believes the placement of a development identifier, the "DELO" sign, is redundant since the DELO Phase 2 PUD has provided a development identifier on Short Street. The monument signs may not be located within any utility easements.



By following the standards in the CDDSG and LMC, the development could have three 12 foot tall, 60 SF monument signs, located along Highway 42, setback 10 feet from the adjacent right-of-way. Staff recommends all proposed monument signs follow the standards established in Chapter 7 of the CDDSG and Section 17.24 of the LMC.

Architecture and Building Design

The MUDDSG is fairly specific on architectural and building design standards (Section 9 of MUDDSG). 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.” The requirement of creating architecture “that occurred over a period of time” is difficult to attain without creating a theme-based architectural style.

Staff believes the proposed architecture is a significant improvement on the architecture which was originally submitted.



During the referral project, the Louisville Revitalization Commission (LRC) asked the applicant to revise the architectural style. Staff worked with the applicant to achieve an architectural style not only reflecting the standards established in the MUDDSG, but also reflects some of the architectural materials which may have been found in previous industrial development in the area:

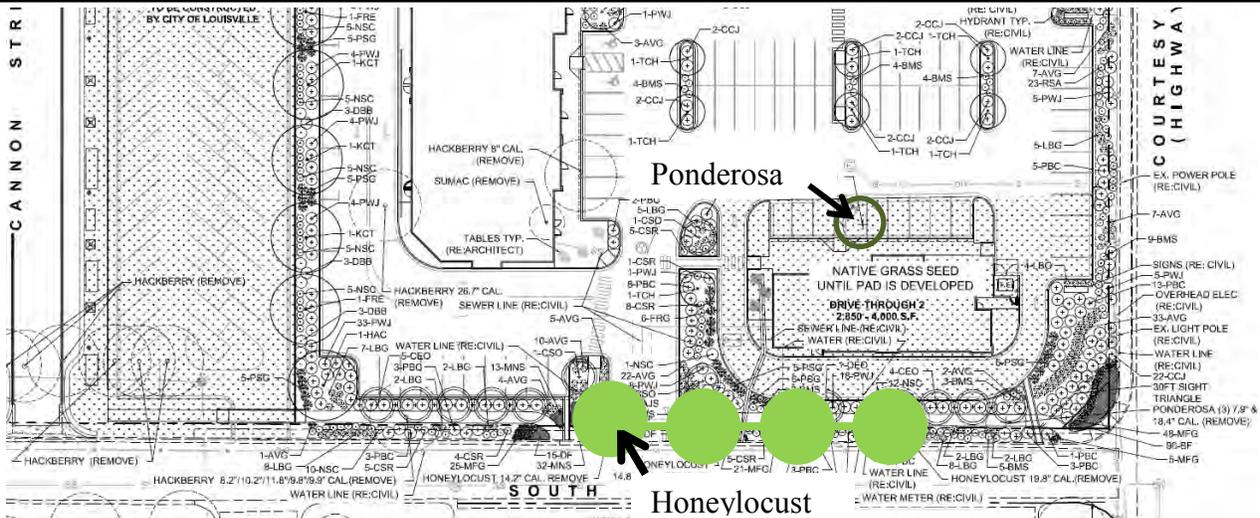


Height

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 districts. The proposed development is requesting a waiver to allow a 26'3" one-story building. Staff understands development changes over time and acknowledges this development, with the parking overages, could allow for the future development of a two story structure. Staff is supportive of the height variance request.

Landscaping

The applicant is asking for a waiver to the required landscaping coverage (10% coverage instead of 20%). The reduction in landscaping coverage allows for a more flexible internal circulation and flexibility for future land uses. Also, according to the City of Louisville Parks Project Manager, there are four existing Honeylocust trees along the south side of the property that should be preserved, as well as some Ponderosa Pines.



Staff understands some of the Ponderosa pines must be removed for the property to be redeveloped. However, the Honeylocusts along South Street could be saved if the sidewalk design is modified at the construction drawing phase.

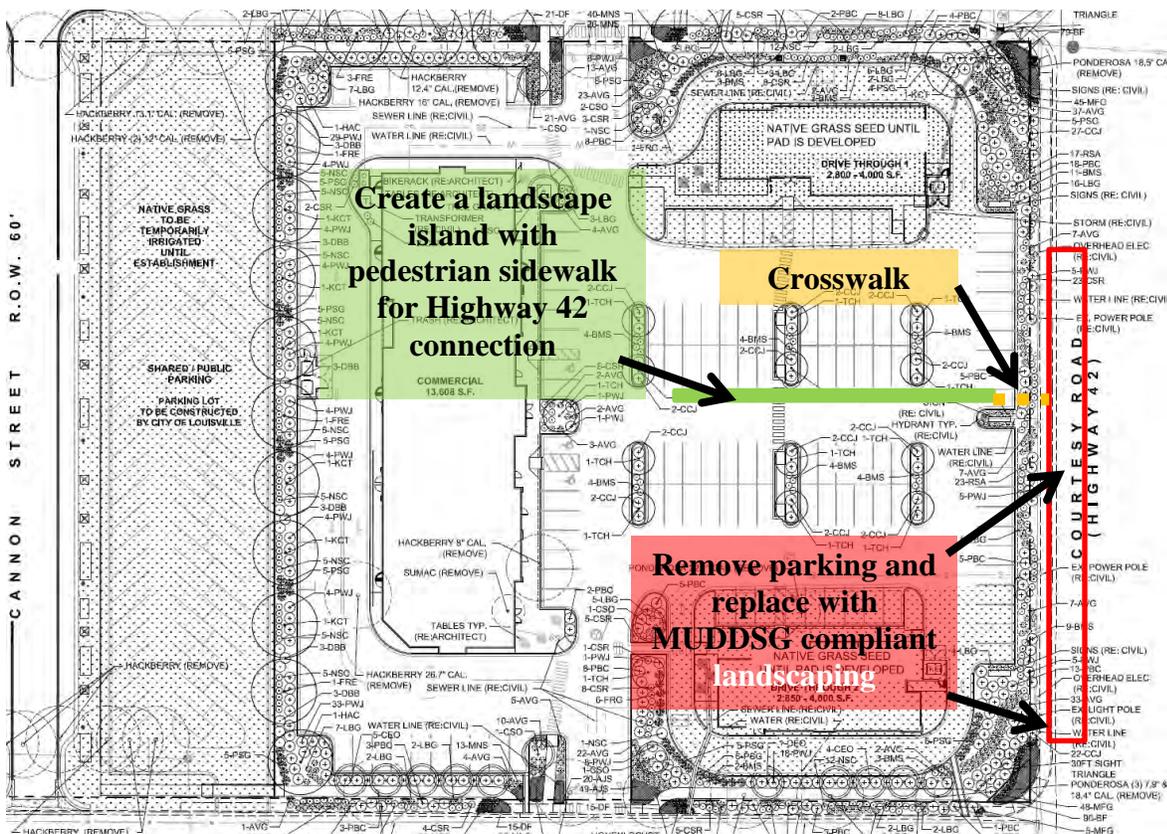
WAIVERS

The proposed development includes the following waivers to the MUDDSG:

Design Element	Required	Proposed
Site Plan		
Min. building Coverage	30%	20%
Min. landscape coverage	20%	10%
Max. street setback	60 feet	Approx.. 225 feet
Min. Side setbacks	10 feet	0
Min. Rear setback	20 feet	5 feet
Height	2 stories and 35 feet	1 story and 27 feet
Signs		
Monument	Max. Number: 3 Max. Height: 12 feet	Max. Number: 4 Max. Height: 21 feet
Building Mounted Signs	Sign Area: 1/1 ratio Character Size: 24 inches	Sign Area: 2/1 ratio Character Size: 30 inches
Parking Ratio		
Commercial/Retail	1/300 SF	1/250
Eating	Min. 1/300 SF Max. 125% of minimum req'd spaces	1/125
Office (Bank)	Min. 1/400 Max. 125% of minimum req'd spaces	1/125

Site Plan

Staff acknowledges a typical auto-oriented design will not be able to comply with every design standard of the pedestrian-oriented MUDDSG. By waiving the maximum street setback requirement the applicant is requesting to set the largest commercial building further west, allowing for more parking along Highway 42. The MUDDSG does not specifically prohibit parking between the building and Highway 42. Section 4.2.C.1 allows for parking between the building and the street. Staff would support this action if the parking stalls, located along Highway 42, were removed and replaced with MUDDSG compliant landscaping, and an east/west pedestrian sidewalk was created within a new landscape island. A new sidewalk, at mid-block, would improve the pedestrian-oriented design of the development. The drive aisles are 26 feet in width and only need to be 24 feet to be compliant with Fire Safety regulations so there is room for placement of a sidewalk.



Signs

The sign requirements in the CDDSG are designed for auto-oriented developments, such as those found in the South Boulder and McCaslin Corridors. This development is similar to a development found in either of those corridors and therefore should not

receive any additional sign allowances than found on a standard commercial development. Staff does not support any of the sign waiver requests.

Parking Ratio

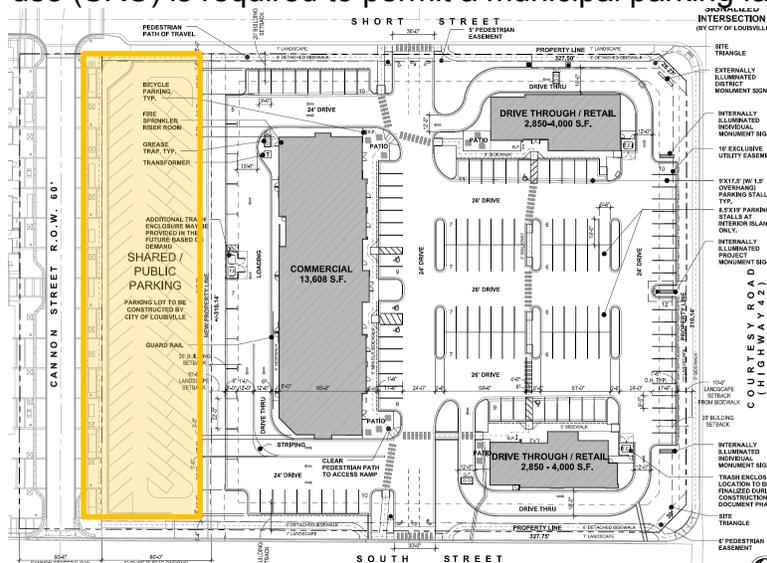
The request of a greater parking ratio allows the developer more flexibility in commercial land uses. However, an increase in parking ratio also decreases the amount of landscaping coverage. Staff would support the parking increase with two conditions:

- 1) The applicant and City enter into a share parking agreement so that events at Minors' Field and Downtown could utilize the extra parking when needed; and
- 2) Remove the parking along Highway 42 and replace with MUDDSG compliant landscaping, and preserve as many of the existing trees as possible (see image above).

Although there are a number of waivers being requested in this development, staff believes the public will benefit from the property being improved, the development of a City public parking lot. Also, the inclusion of commercial services on this site provides the residents, business owners, and sports complex users shopping conveniences within a safe, walking environment. Of the waivers being recommended for approval, staff believes the public benefit discussion in Section 17.28.120 has been met.

Special Review Use Criteria:

A special review use (SRU) is required to permit a municipal parking facility.



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 their recommendation of approval, if they believe 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 establishment of the City's public parking lot, together with the South Street Gateway, provides economic prosperity for Downtown Louisville by providing for additional parking options without further impacting the surrounding Old Town Neighborhood. Both the economic anticipated economic and neighborhood benefits support the Core Values of the Comprehensive Plan.

Staff believes the criterion has been met.

- 2. That such use / development will lend economic stability, compatible with the character of any surrounding established areas;*

The establishment of the City's public parking lot complies with the intent established in the MUDDSG by providing a suitable public (shared) parking facility within walking distance to Downtown Louisville and Miners' Field. Additional public parking will, with the opening of the South Street Gateway and ongoing utilization of Miners' field, alleviate immediate and future parking pressure on the Miners' Field neighborhood. The additional parking will also assist in lowering parking impacts of Downtown Louisville has on the Old Town Neighborhood.

Staff believes this criterion has been 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 factors directly related to public health and convenience;*

The City's public parking lot is designed to accommodate public access, safety, and convenience. The City's public parking lot will also provide additional parking option for visitors to downtown and the nearby recreational facilities, which can be attributed to public health and convenience.

Staff believes this criterion has been 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 City's public parking lot is designed to be compatible with the surrounding land use in terms of landscaping, lighting, movement and limiting nuisances.

Staff believes this criterion has been 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.*

The City's public parking lot is has a sidewalk on three of the four sides and has vehicular access on the south side of the lot (along South Street). Both attributes provide a controlled movement.

Staff believes this criterion has been met.

FLOODPLAIN DEVELOPMENT PERMIT

There is a limited portion of this property located within the 100 year floodplain. The applicant received a flood plain development permit from the Board of Adjustment on November 19, 2014.

PLANNING COMMISSION ACTION:

The Planning Commission conducted a properly noticed public hearing at its March 12, 2015 public hearing. The request before the Commission was for approval of a rezoning, final plat, final PUD, and SRU to allow for the development of approximately 23,000 SF of commercial uses.

Staff presented the staff report which dealt primarily with the issue of design, pedestrian access and sign design. It is the position of staff this project, as it currently is designed, does not comply with the Mixed Use Development Design Standards and Guidelines (MUDDSG) as it reflects more of an auto-oriented design rather than pedestrian oriented. Staff recommended the 6 following conditions:

1. The City and the applicant shall develop a shared parking agreement for the private surface parking lot for events at Miners' Field and larger downtown special events.
2. All signs, including any monument sign, shall comply with Chapter 7 of the CDDSG, as well as Section 17.24 of the LMC, including a 10 foot setback form right-of-way.
3. The applicant shall continue to work with Public Works on addressing the comments shown in the February 11, 2015 memo.

4. The proposed sidewalks shall match the sidewalk design included in the Highway 42 Plan.
5. Because the Hwy 42 sidewalk is required, the applicant shall modify the landscape sheets prior to recordation to remove the parking stalls, located along Highway 42, and be replaced with landscaping in compliance with the MUDDSG. The applicant shall also include an east/west sidewalk, connecting Highway 42 to the larger commercial building, via a sidewalk located within a landscape island.
6. Staff requests the applicant preserve as many of the existing trees as possible. The applicant shall work with the City Forester and Parks Project Manager, at time of construction drawings, to determine which trees may be preserved.

The applicant did not accept the above conditions, but did present alternative conditions. The Planning Commission review the application as submitted without any conditions. The record reflects that the Planning Commission discussed following:

- Design – Planning Commission believed the proposed development turned its back on the surrounding uses instead of facing the streets
- Effects of the development on the surrounding neighborhood (the future DELO mixed-use development) – Planning Commission believed this development, as designed, would have a detrimental effect on the positive design of the DELO Mixed-use development
- Location of City Parking Lot – Planning Commission believed the location of the proposed City lot was not the highest and best use of the property
- Sign design – Planning Commission agreed with staff the proposed signs were too large and there were too many signs for the development.

Planning Commission believed this project was “half baked”. The Commission passed a motion (6 to 0) of disapproval on the above referenced project with direction to staff to prepare findings for disapproval.

On April 9, 2015, the Planning Commission voted to approve Resolution No. 12, Series 2015, a resolution recommending denial. Planning Commission's findings for denial included the following:

- a. *The project proposed by the application does not meet criteria A.1, A.7, A.9, B.1, B.5, and B.15 of Section 17.28.120 of the LMC. In particular, the Planning Commission concludes that the proposed PUD is not compatible with surrounding designs and neighborhoods, nor is it designed or oriented toward the pedestrian.*

FISCAL IMPACT:

A fiscal analysis of this proposed development was not required because it is a mandatory rezoning. The proposed 23,000 square feet of retail development is expected to generate positive fiscal benefit to the City.

RECOMMENDATION:

Staff recommends City Council approve Ordinance No. 1693, Series 2015, and Resolution No. 36, Series 2015 approving the rezoning, final plat, final PUD and SRU for DELO Plaza, with the following conditions:

1. The City and the applicant shall develop a shared parking agreement for the private surface parking lot for events at Miners' Field and larger downtown special events prior to the recording of the PUD.
2. The applicant shall continue to work with Public Works on addressing the comments shown in the February 11, 2015 memo.
3. Access to the back of the buildings from the City Parking lot to the west. The applicant has provided an access point within the northernmost portion of the landscape buffer between the City parking lot and the development. Staff recommends one more access point on the southernmost portion of the landscape buffer.

ATTACHMENT(S):

1. Ordinance No. 1693, Series 2015
2. Resolution No. 36, Series 2015
3. Application documents – Land Use Application, Letter of Intent, etc.
4. [Link to Revised Final Plat](#)
5. [Link to Revised Final PUD \(16 MB\)](#)
6. Public Works Memo – dated May 22, 2015
7. [Link to Resolution 62, Series 2014 \(Land Purchase Agreement\)](#)
8. [Link to March 12, 2015 Planning Commission staff report](#)
9. March 12, 2015 Planning Commission Minutes

Proposed Second Reading Amendments

Ordinance No. 1693, Series 2015, is revised by the addition of a new Section 2 to read as follows (amendments proposed for second reading are shown in underline text):

**ORDINANCE NO. 1693
SERIES 2015**

AN ORDINANCE APPROVING A REZONING OF A 3.9-ACRE PARCEL OF LAND LOCATED AT 1055 COURTESY ROAD FROM CITY OF LOUISVILLE INDUSTRIAL (I) ZONING TO CITY OF LOUISVILLE COMMERCIAL COMMUNITY (CC) AND CITY OF LOUISVILLE MIXED-USE RESIDENTIAL (MU-R).

WHEREAS, Stephen D. Tebo is the owner of certain real property totaling approximately 3.9 acres, which property is designated as a portion of the Caledonia Place subdivision within the Highway 42 Revitalization Area and the legal description of which is attached hereto as Exhibit A (the “Property”); and

WHEREAS, the landowner of said Property has submitted to the City Council of the City of Louisville a request to approve a rezoning of the Property from Industrial (I) to Commercial Community (CC) and Mixed-Use Residential (MU-R); and

WHEREAS, the Louisville Planning Commission has held a public hearing on the proposed rezoning and has forwarded a recommendation to the City Council, and the City Council has duly considered the Commission’s recommendation; and

WHEREAS, the City Council has reviewed the proposed rezoning and found it to comply with comprehensive plan, Louisville zoning regulations and other applicable sections of the Louisville Municipal Code; and

WHEREAS, the City Council finds the request complies with the Highway 42 Revitalization Area Land Use Plan Exhibit referenced in Section 17.14.090 of the Louisville Municipal Code; and

WHEREAS, the City Council has held a public hearing on the proposed rezoning and has provided notice of the public hearing as provided by law; and

WHEREAS, no protests were received by the City pursuant to C.R.S. § 31-23-305; and

WHEREAS, the Commercial Community (CC) and Mixed-Use Residential (MU-R) zoning classification for the Property are consistent with the City of Louisville comprehensive plan, Louisville zoning regulations and other applicable sections of the Louisville Municipal Code.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LOUISVILLE, COLORADO:

Section 1. Pursuant to the zoning ordinances of the City, that certain Property located at 1055 Courtesy Road within the Highway 42 Revitalization Area and legally described on Exhibit A, attached hereto and incorporated herein by reference, is hereby zoned from City of Louisville Industrial (I) to City of Louisville Commercial Community (CC) and City of Louisville Mixed-Use Residential (MU-R), and the City zoning map shall be amended accordingly. The portions of the Property rezoned to CC and MU-R are as identified on Exhibit A.

Section 2. The zoning amendment provided for in this ordinance shall be effective only upon the conveyance to the City of Lot 4, Delo Plaza Subdivision (per plat approved by Resolution No. 35, Series 2015), in accordance with the terms of the Purchase and Sale Agreement therefor. In the event such conveyance does not occur, the zoning amendment provided for in this ordinance shall not take effect.

INTRODUCED, READ, PASSED ON FIRST READING, AND ORDERED PUBLISHED this 19th day of May, 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
Legal Description of the Property

Block 18, Caledonia Place, described as follows:

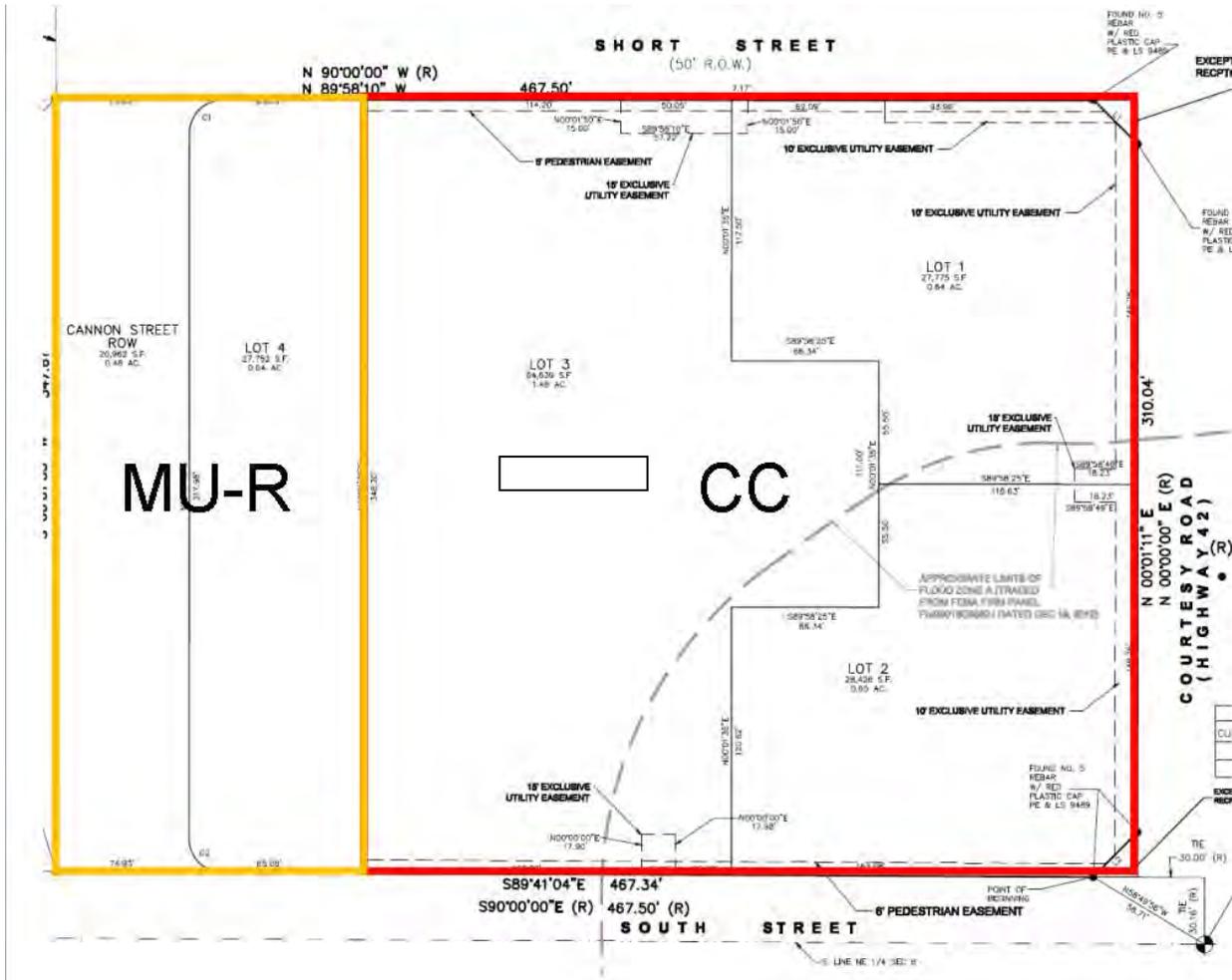
Parcel A:

That portion of Block 18, Caledonia Place, described as follows:

Commencing at the southeast corner of Block 18, Caledonia Place; thence along the south line of said Block 18, north 89 degrees 42 minutes west 243.75 feet to the true point of beginning; thence continuing 89 degrees 42 minutes west 243.75 feet; thence north 347.48 feet; thence east 243.75 feet; thence south 348.76 feet to the true point of beginning, County of Boulder, State of Colorado.

Parcel B:

Commencing at the southeast corner of Block 18, Caledonia Place; thence along the south line of said Block 18; north 89 degrees 42 minutes west 243.75 feet; thence north 348.76 feet; thence east 243.75 feet; thence south 350.04 feet to the Point of Beginning, except those portions deeded to the City of Louisville by Deed recorded July 16, 1978 at Reception No. 290850 and corrected August 5, 1982 at Reception No. 505807 and Deed recorded July 26, 1978 at Reception No. 290851, County of Boulder, State of Colorado.



**RESOLUTION NO. 36
SERIES 2015**

A RESOLUTION APPROVING A FINAL PLAT, FINAL PLANNED UNIT DEVELOPMENT (PUD), AND SPECIAL REVIEW USE (SRU) FOR THE REDEVELOPMENT OF A 3.9 ACRE PROPERTY WITHIN THE CORE PROJECT AREA REFERRED TO AS DELO PLAZA AND INCLUDING THE ADDITION OF APPROXIMATELY 19,308-23,000 SQ.FT. OF COMMERCIAL SPACE

WHEREAS, there has been submitted to the Louisville City Council an application for approval of a rezoning, final Plat, final planned unit development (PUD), and special review use (SRU) for the redevelopment of a 3.9 acre property within the Core Project Area; the redevelopment is referred to as Delo Plaza and includes the addition of approximately 19,308-23,000 sq.ft. of commercial space; and

WHEREAS, the City Staff has reviewed the final Plat, final PUD, and SRU application and found the application, with conditions, to comply with Louisville subdivision and zoning regulations, including title 16, Chapter 17.14, Chapter 17.28, 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 12, 2015, where evidence and testimony were entered into the record, including the findings in the Louisville Planning Commission Staff Report dated March 12, 2015, the Planning Commission by its Resolution No. 12, Series 2015 recommended denial of the rezoning, final Plat, final PUD, and SRU to the City Council.

WHEREAS, City Council has reviewed the application, including the recommendation of the Planning Commission and finds that said final Plat, final PUD, and SRU, with conditions, satisfies the applicable criteria and requirements of the Louisville Municipal Code, and other applicable requirements, and should be approved, subject to three conditions listed below; and

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 approve the final Plat, final planned unit development (PUD), and special review use (SRU) for the redevelopment of a 3.9 acre property within the Core Project Area, referred to as Delo Plaza and including the addition of approximately 19,308-23,000 sq.ft. of commercial space, with the following conditions:

1. The proposed development requests a waiver to the maximum allowed parking spaces standard set forth in the Mixed Use Development Design Standards and Guidelines. To justify this parking excess, applicant shall develop a shared parking agreement with the City for public parking use of 26 spaces in the private surface parking lot for events at Miners' Field and larger downtown special

events. The agreement shall be executed and recorded concurrent with and immediately after recording of the final Plat.

2. The applicant shall work with Public Works on addressing the comments shown in the February 11, 2015 memo. Outstanding issues shall be resolved in a manner acceptable to the Public Works Director prior to recording of the final Plat and final PUD.
3. Revise the final PUD to provide additional access to the back of the buildings from the City Parking lot to the west. The applicant has provided an access point within the northernmost portion of the landscape buffer between the City parking lot and the development. Provide an additional access point on the southernmost portion of the landscape buffer.

PASSED AND ADOPTED this ____ day of _____, 2015.

Robert P. Muckle, Mayor

ATTEST:

Nancy Varra, City Clerk

LAND USE APPLICATION

CASE NO. _____

APPLICANT INFORMATION

Firm: Tebo Properties, Inc

Contact: James Dixon

Address: 3111 28th Street
Boulder, CO 80301

Mailing Address: ~~Same As Above~~
Po Box T, Boulder 80306

Telephone: 303.447.8326

Fax: 3034470206

Email: jdixon@teboproperties.com

OWNER INFORMATION

STEPHEN D. TEBO DBA
 Firm: Tebo Properties, Inc

Contact: James Dixon

Address: 3111 28th Street
Boulder, CO 80301

Mailing Address: ~~Same As Above~~
Po Box T, Boulder Co 80306

Telephone: 303.447.8326

Fax: 303 447 0206

Email: jdixon@teboproperties.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: 1055 Courtesy Road

Legal Description: Lot _____ Blk _____
 Subdivision DELO Plaza Subdivision

Area: 3.9 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 proposal for the re-development of a 3.9 a/c industrial property within the Core Project Area. The redevelopment includes the addition of approx. 18,700-23,000 sq ft of commercial space.

Current zoning: I Proposed zoning: CC

SIGNATURES & DATE

Applicant: _____
 Print: JAMES DIXON

Owner: _____
 Print: STEPHEN TEBO

Representative: _____
 Print: Justin McClure

CITY STAFF USE ONLY

Fee paid: _____

Check number: _____

Date Received: _____



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 DeLo Plaza PUD and Plat

Mr. Russ,

Industrial Use:

Tebo Properties, Inc. would like to thank the Louisville Planning Commission for giving us the opportunity to present the Final PUD and Plat for DeLo Plaza. This property has historically been referred to as the Alpine Lumber site and is bound by Short Street to the north, South Street to the south, SH 42 to the east, and what will become the extension of the Cannon Street Woonerf to the west. DeLo plaza enjoys a central location within the Core Project Area, frontage to SH 42, and is currently zoned industrial. The Core Project Area, as identified within the Highway 42 Framework Plan, consists of "blighted" properties that are no longer eligible for industrial uses. This proposal requests that the property be rezoned MU-R and CC, per the Louisville Municipal Code and the Highway 42 Framework Plan, thereby eliminating blight and providing a significant contribution to DeLo and the City of Louisville.

Redevelopment:

DeLo Plaza will host approximately 13,000 square feet of commercial floor area, and 8,000 square feet of stand alone drive-through floor area. Moreover, the proposal provides ample parking spaces totaling 139 stalls and will bolster the City's tax base. DeLo Plaza is located adjacent to the South Street Pedestrian Gateway, Miners Field, and Historic Downtown Louisville. The various retail opportunities will provide a public benefit to patrons of DeLo and the City of Louisville at large.

In summary, Tebo Properties Inc. is proud to be a contributing partner with the City of Louisville in the Core Project Area.

Respectfully,

A handwritten signature in black ink, appearing to read "JM", with a stylized flourish at the end.

Justin McClure
RMCS, Inc.

3111 28th St, Boulder, CO 80301

TO: Sean McCartney, Principle Planner

FROM: Craig Duffin, P.E., City Engineer

DATE: February 11, 2015, **CD Response 5/22/15**

SUBJECT: DELO Plaza, Final Plat/PUD/Traffic Report/Drainage Report

Public Works has reviewed the subject referral received on January 21, 2015 and has the following comments:

GENERAL

1. The surrounding developments and proposed DEOL Phase 2 street improvements are shown on the documents however, line weight are inadequate to clearly see these improvements (e.g. Sheet 2 of PUD, South St./Short St. improvements are too light, please darken). **Ok**. In addition, please include the proposed SH 42 corridor improvements so that staff can determine present/future impacts to the development. **SH 42 improvements not shown.**
2. Staff reviewed the turning template plans for intersections and the fire truck rear bumper overhang encroaches into parking/building areas. (E.g. Sheet 12, Detail 3). Applicant shall provide a discussion concerning the rear swing of the vehicle and obvious conflicts with potential parked vehicles and buildings. **Ok**. In addition, noted the path of the emergency vehicle at the SW corner of the site that stops at the rear of the building. Typically the vehicle path continues to another access point to exit. Please clarify the reason for the stop in path. **Plan revised no vehicle stops. Sheet 12, Legend, Add colored symbol for vehicle front and rear tires. Was not shown on copy reviewed.**
3. Onsite fire hydrants that serve the development shall be privately maintained by the owner. Please add a note to the utility plan that these hydrants/lateral pipes are privately maintained. **Ok**.
4. Revise the two access points to the site using a standard ramp drive with detached walk. The proposed ramps shown are for streets with mountable curb. South Street and Short Street have vertical curb and the correct ramp drive is detail # 64. **No Change**.
5. The offsite detention pond for the “Core Area” is funded through the Urban Renewal Authority and constructed by the developer of DELO. The costs for annual maintenance of the offsite detention pond will be shared by its users and hence, this information will be included in the Subdivision Agreement.

PUD

Sheet 2 of 17 – Site Plan and General Notes

1. Noted the north access drive is offset from north property drive (DELO Tract C). Show traffic lanes at both access locations on Short St. Shift the drive easterly to better align with the Tract C drive. **No Change.**
2. Applicant shall add future SH42 improvements and the Short St. traffic signal to site plan. **No Change.**
3. The South Street curb chase design is not supported by staff. Suggest alternative routing of private storm drainage to north east corner of site for discharge into 60" storm sewer.
4. General Notes and Standards:
 - a. Note 2, first line indicates that "Tracts" will be maintained by the HOA. The plat does not indicate any Tracts within the subdivision. Applicant to clarify specifically which tracts are HOA maintained. **No Change.**
 - b. Note 11, for clarity, the pond will be constructed by the Developer of DELO. Off- Site detention pond maintenance and participation in annual cost will be addressed in the Subdivision Agreement. **Ok.**
 - c. Note 12, Short St. signalization was requested from CDOT and denied until signal warrants are met. Signalization of the Short Street intersection in 2015 will not occur. Revise note accordingly. **Ok.**
 - d. Note 14, applicant shall provide a discussion specifically indicating the concern mentioned "the City's ability to impede sight lines on SH42". **No discussion.**
5. Noted the Landscape Setback from sidewalk designated on the plan. Applicant to add a discussion regarding the purpose of the setback. The plans do have plantings in this area. **NA plantings shown.**

Sheet 13 of 17 – Horizontal Public Improvement Plan

1. Notes 1 and 2 are not applicable. The public walks on Short Street and South Street are not mentioned but are improvements that the Developer is obligated to install. For information and does not need to be included with notes, the sanitary sewer main at northeast corner of Lot 1 will be realigned by developer of DELO. An item not discussed is street lighting on Short St. and South St. The need for street lighting adjacent the development shall be evaluated and either included with this development or with the DELO Phase 2 development. **Revise Note 2 - Street lighting adjacent to DELO Plaza shall be installed at developers expense.**

Sheet 14 of 15 – Horizontal Control Plan

1. Applicant to review drawing and revise text placed over property lines. Also, there is text box that is illegible, "struck through". If information is not necessary, please remove from the sheet. **Ok.**
2. The sidewalk chase on South St. conveys storm water directly from the site onto South St. As previously mentioned staff prefers on site storm water conveyed through private property and released to the 60" pipe in Short Street. **No Change.**

Sheet 15 of 17 – Utility Plan

1. Applicant shall redesign all buildings water and sanitary sewer services. Connect water service lines directly to water mains on Short St. and South St. Connect sanitary sewer service lines to existing/proposed manhole locations on Short St. and South St. Each building will then have separate water and sewer service lines connected to City mains. **No Change.**
2. Utility plan does not include lines constructed by others as part of the DELO Phase 2 development. Show proposed water and sanitary sewer mains proposed with the DELO Phase 2 project. **No Change.**
3. Revise the storm drainage plan to eliminate chase sections as previously mentioned. **No Change.**
4. Note 3; provide building annual water demand to confirm the water service line sizing. Staff can't approve the service line size without the appropriate information. **No Change. Delete service line sizes.**

Sheet 16 of 17 – Grading, Drainage and Erosion Control Plan

1. Noted symbols that are not legible, “struck through”. If information is not necessary, please remove from the sheet.
2. Revise South Street curb chase design per previous comment. **No Change.**

PLAT - **Not Submitted for review.**

Sheet 1 of 2

1. Delete Note 11 and add the following:
“EXCLUSIVE CITY UTILITY EASEMENTS ARE RESERVED FOR CITY OF LOUISVILLE EXCLUSIVE USE FOR CITY WATER, SANITARY SEWER AND STORM SEWER FACILITIES. DRY UTILITY 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.”
2. Legal Description of Parcels Incorporated in Delo Plaza Subdivision. Parcels A & B are described but information is not depicted on plat. Add the information to the Plat (maybe it’s a map offset on the cover or second sheet).

3. Certification of Dedication and Ownership – Revise format. Applicant shall use Standard City language for this paragraph. The language does not include the dedication of right of way or dedication of Lot 4.
4. Land Use Summary:
 - a. Lot 4 Primary Use, delete the word “Shared” as a use.
 - b. Right of way, Primary Use, delete the word “Future” as a use.

Sheet 2 of 2

1. Relocate illegible dimensions above property lines on Lot 4 and right of way.
2. Revise "pedestrian easement" to "pedestrian/walk easement".
3. Add a note regarding dedication of a 4' surface easement for maintenance of public walk. The surface easement is adjacent the pedestrian walk easement.
4. Add all surrounding development information. The Industrial Area parcels, north of the site, are not labeled.
5. Delete the DELO Subdivision, Block 13 call out. The development is not yet approved by City Council.
6. Add "True" to "Point of Beginning".
7. Please submit copies of the Excepted Parcels on SH42. Font size of these call outs should be consistent.
8. At northwest corner of Lot 1, the 7.17" dimension is unclear (i.e. line protrudes into Short St. right of way).
9. Remove heavy line west of BNSF easterly right of way.
10. Noted the call out for Ordinance #381. If the information is not relative to the development, it can be removed.

DELO PLAZA - FINAL DRAINAGE REPORT

1. Public Works staff will complete its review of the final drainage report. Comments will be addressed during the civil plan review phase.

TRAFFIC IMPACT MEMORANDUM

1. Generally responses were acceptable. Note that build out of the DELO development will not occur in 2015 and CDOT will not approve the signal installation until warranted in the future. Short Street and South Street will operate at poor level of service during the interim.

- **DELO Plaza: Resolution 11, Series 2015:** A resolution recommending approval of a Rezoning, Final Plat, Final Planned Unit Development (PUD) and Special Review Use (SRU).
 - Applicant and Representative: Justin McClure, RMCS, LLC.
 - Owner: TEBO Properties
 - Case Manager: Sean McCartney, Principal Planner

Conflict of Interest and Disclosure:

None.

Public Notice Certification:

Published in the Boulder Daily Camera on February 22, 2015. Posted in City Hall, Public Library, Recreation Center, Courts, and Police Building on February 20, 2015. Mailed to surrounding property owners and property posted on February 20, 2015.

Staff Report of Facts and Issues:

McCartney presented from Power Point:

- DELO Plaza property is at the northwest corner of South Street and Highway 42, bounded on the north by Short Street. It has proximity to Miners Field, South Street Underpass, Downtown Louisville, Little Italy, and Highway 42 Louisville Sports Complex.
- **Parking area Purchase and Sale Agreement**
 - Council approved Purchase and Sale Agreement to acquire .638 acre parcel to be used for overflow parking, 79 spaces.
 - Purchase not binding unless Council approves this plat, PUD and SRU with the following conditions:
 - Cannon Street dedicated to the City at no cost to the City
 - No public land dedication req'd on Plat
 - Rezoning Agreement permitting the following:
 - 3 drive-thru's; No two story requirement; No minimum lot coverage (CC); Minimum 15' setback (CC); A 5 year reprieve on Industrial uses
 - No required parking maximum; Stormwater in regional facility;
 - Match site plan shown in Exhibit B
- **Rezoning**
 - Property currently zoned Industrial
 - Redevelopment of this parcel requires rezoning to comply with Exhibit A
 - Requesting to Rezone to CC – Hwy 42 and MU-R – Parking
 - Purpose of the request for:
 - 23,000 SF commercial development
 - 79 space City parking lot
 - Extension of Cannon Street
 - Zoning complies with Exhibit B of Section 17.14
- Final Plat -- Creates Four Lots
 - Lot 1 (27,775 SF or .64 acres) – Lot 1 is shown on the PUD as a drive thru use.
 - Lot 2 (28,426 SF or .65 acres) – Lot 2 is shown on the PUD as a drive thru use.
 - Lot 3 (64,639 SF or 1.48 acres) – Lot 3 is shown with a multi-unit commercial building.
 - Lots 1-3 achieve access from Short and South Street
 - Lot 4 (27,752 SF or .64 acres) – 79 space municipal parking lot
 - Cannon Street Right-of-way – DeLo Phase 2 Woonerf
 - Block Design – complies with MUDDSG
- Final PUD Request
 - 23,000 SF Max. commercial

- Two 4,500 SF drive-thru
 - One 15,000 SF multi-tenant commercial (with drive-thru option)
 - Redevelopment will be complimentary to the surrounding land uses
 - Lends to the pedestrian-oriented nature
- Parking
 - MUDDSG states “an adequate supply of off-street parking is necessary for the commercial viability and success of new development in the MU-R and CC Districts.”
 - Providing 143 parking spaces
 - 77 required; 125% maximum (96 spaces)
 - Additional parking provides:
 - Flexibility on future land uses
 - Ability for parking agreement for adjacent Miner’s Field
- Bulk and Dimension Standards
- The proposed development complies with the majority of the bulk and dimension standards established in the MUDDSG. Exceptions highlighted below require a waiver:

CC zone district	Required	Proposed – DELO Plaza
Min. Lot Width	N/A	40'
Min. Building Coverage	30%	N/A
Min. Landscape Coverage	20%	10%
Max. Footprint	50,000 SF	15,000 SF
Max. Bldg. Length along street	350'	N/A
Min. % of street frontage	N/A	N/A
Building setbacks		
Min. & max. street setback (principal use)	Minimum: 15' Max: 60'	Minimum: 10' Max: N/A
Min. side yard setback (principal and accessory uses)	10'	0'
Min. rear yard setback (principal uses)	20'	5'
Min. rear yard setback (accessory uses)	20'	5' (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' max.

- X – The yellow color denotes waivers being requested
 - Site Plan
 - MUDDSG states “The orientation of a principal building is a major influence on the public realm. . .”
 - Two buildings located along Hwy 42
 - One multi-use, auto oriented building setback approximately 225 feet from Hwy 42
 - Staff believes the two buildings along Hwy 42 meet the intent of the MUDDSG
 - MUDDSG does not prohibit parking between building and street
 - Pedestrian Circulation

Pedestrian users along Highway 42 have safe access to the commercial development, along Short Street and South Street, but will not have any mid-

block access, unless they travel through the parking lot. Staff requests the proposed sidewalk match the sidewalk design included in the Highway 42 Plan.

- Signs
 - Building Mounted Signs
 - CDDSG permits:
 - 1 SF of sign area per linear foot
 - All copy shall not exceed 24 inches
 - Applicant proposing:
 - 2 SF of sign area per linear foot
 - All copy shall be 30 inches
 - Proposed building mounted signs do not comply with CDDSG
 - Four Monument Signs
 - Two individual identifiers, 8 feet tall, 45 SF, complies with CDDSG
 - One development identifier, 8 feet tall, 100 SF, does not comply with CDDSG in area and number
 - One Project Identifier, 21 feet tall (12 feet permitted), 200 SF (60 SF permitted) does not comply with CDDSG
- Landscape
 - MUDDSG 20% landscape coverage
 - Applicant proposing 10% landscape coverage
 - Staff acknowledges the reduction of landscaping allows for more flexible internal circulation and future land uses
 - Staff requires the following: Work with City Forester and Parks Project Manager to save as many trees as possible.
 - Staff also requires the parking on the east, along Hwy 42, be removed and replaced with a landscape buffer. This will increase the overall landscaping by 3,500 SF or 3% over the entire property.
- Architecture and Building Design Height
 - 35 feet, 26'3" proposed
 - Two stories—to promote mixed use on top, One story proposed
- Special Review Use
 - The MUDDSG requires an SRU for “City, state and federal uses and building”
 - This property is proposed to be used as a City parking lot
 - All five criteria must be met. Staff believes they are met.
- Waivers
 - The proposed development includes the following waivers to the MUDDSG:

Design Element	Required	Proposed
Site Plan		
Min. building Coverage	30%	20%
Min. landscape coverage	20%	10%
Max. street setback	60 feet	Approx.. 225 feet
Min. Side setbacks	10 feet	0
Min. Rear setback	20 feet	5 feet
Height	2 stories and 35 feet	1 story and 27 feet
Signs		
Monument	Max. Number: 3 Max. Height: 12 feet	Max. Number: 4 Max. Height: 21 feet
Building Mounted Signs	Sign Area: 1/1 ratio Character Size: 24 inches	Sign Area: 2/1 ratio Character Size: 30 inches
Parking Ratio		

Commercial/Retail	1/300 SF	1/250
Eating	Min.1/300 SF Max.125% of minimum req'd spaces	1/125
Office (Bank)	Min.1/400 Max.125% of minimum req'd spaces	1/125

- Recommendations:
 - Staff acknowledges the development does the following:
 - Redevelopment is an investment in the community
 - Proposed use provides needed services within walking distance to surrounding residential, office and sports complex users
 - City will benefit from:
 - the platting of Cannon Street
 - City public parking (Downtown overflow and Miner's Field)

Staff Recommendations:

Staff recommends approval of the requested rezoning, final plat, final PUD, and SRU for DELO Plaza, with the following conditions prior to recordation of the plat:

1. The City and the applicant shall develop a shared parking agreement for the private surface parking lot for events at Miners' Field and larger downtown special events.
2. All signs, including any monument sign, shall comply with Chapter 7 of the CDDSG, as well as Section 17.24 of the LMC, including a 10 foot setback from right-of-way.
3. The applicant shall continue to work with Public Works on addressing the comments shown in the February 11, 2015 memo.
4. The proposed sidewalks shall match the sidewalk design included in the Highway 42 Plan.
5. Because the Hwy 42 sidewalk is required, the applicant shall modify the landscape sheets prior to recordation to remove the parking stalls, located along Highway 42, and be replaced with landscaping in compliance with the MUDDSG. The applicant shall also include an east/west sidewalk, connecting Highway 42 to the larger commercial building, via a sidewalk located within a landscape island.
6. Staff requests the applicant preserve as many of the existing trees as possible. The applicant shall work with the City Forester and Parks Project Manager, at time of construction drawings, to determine which trees may be preserved.

Commission Questions of Staff:

Moline asks whether the parking agreement lock in the location in the plat. He is concerned that there will not be enough commercial surrounding the Woonerf.

McCartney answers affirmative. There are 79 parking spaces and it was chosen primarily for its connectivity to the South Street Underpass and proximity to Downtown.

Russ says that during the negotiation of the site, Staff agreed with you, and wanted it to be in turn an asset for more intense development. The landowner refused and this is the settlement, and the only solution Staff could get.

Brauneis talks about the back of the building with a drive alley facing the parking area and the Woonerf. To activate a space and be pedestrian-oriented, he does not see it.

McCartney says there is a landscape buffer between the back of the building to the parking area. It is fairly thick with dense trees.

Moline asks why the parking and the street need the MUR designation.

McCartney says the zoning establishes it.

Russ says the “hatching” on the diagram represents ground floor retail within the MUR as mandatory.

Moline says that the commercial/retail on the first floor, residential bring above it and adjacent to the road, he found this appealing. He is concerned it has become parking.

Russ says Staff agrees in terms of this product and its relation to the Woonerf. There are a number of good things coming out of the development such as parking and Cannon plat that are critical to the long term success of the redevelopment district in Downtown.

Brauneis asks about the amount of parking, the waiver to go from a 20% landscape to a 10% landscape, and dropping the project from two stories to one stories. Why is the amount of parking needed or desired?

McCartney says Staff had the same concerns when working with the applicant. They wished to move forward without modifying the site plan. Staff is bringing forth their request for the overall parking area. This project can develop over time which gives it more opportunity to add additional uses and additional square footage.

Brauneis asks about saving the trees. Is the language strong enough?

McCartney says Staff will work with the City Forester and Parks Project Manager to see what is currently out there, look at the proposed plan, and see if the trees along South Street and Short Street are close to being reused.

Rice asks about Staff recommendation which states “The proposal submitted and waivers requested alone do not meet the City’s criteria for investment.” He asks for clarification.

McCartney says it states “proposal submitted and waivers requested alone.” Staff believes this property with the soon constructed South Street Gateway, the approved Highway 42 plan, and the recommended DELO mixed use could facilitate higher development intensity. Staff believes there is additional potential along with this. The development alone does not necessarily follow the intent, but the future opportunities do lend to that.

Rice asks what are the criteria for investment we are talking about?

Russ says they are the Mixed Used Guidelines. When we want someone to invest in our City, we want them to meet our standards.

Rice says the second sentence in the paragraph is “Staff believes this property, could facilitate higher development intensities with a more walkable environment.” He clarifies that more could be built on this property.

McCartney answers affirmative.

Russell says the City requires a maximum street setback of 60 feet. Why would the City require that.

McCartney answers that the idea was to bring the buildings as far forward as possible to lend pedestrian activity to the sidewalks. The site plan has two buildings along Highway 42 that lend some of that activity.

Russell asks about minimum side setbacks of 10 feet. Why would we require those?

McCartney says if the developer has a corner lot where the front might be Highway 42, it allows the building to be closer to the side street.

Russ says the 60 feet is fronting Highway 42, an arterial road. This gives businesses some relief instead of a zero setback seen in most pedestrian environments.

Russell asks about the two stories and 35 feet. What is the purpose of that?

McCartney says the two stories are to promote the mixed use, such as living on top and working below.

Russell says because we have these design guidelines, does this project advance that vision in any substantive way based on what we are being presented?

McCartney says yes, with the site plan and intent. Probably two of the three just discussed do comply. Having only a single story does not lend itself to mixed use. Having additional parking allows for the possibility of it should the economy request it.

Russ says the wants of mixed use versus the reality of economics, rezoning and marketing sometimes don't work well together.

Russell says the market drives product and a mix of uses and scale. Does it drive site plan?

McCartney says Staff feels the same, but the applicant has brought forth the site plan and insists on the locations.

Russ says site plan is influenced heavily by a number of factors in the market such as the number of roof tops within walking distance. With DELO going in and the activity Downtown has and the proximity to this is less than 500 feet away with the South Street Gateway, Staff believes the 225 feet setback request is more reflective of a suburban environment depended on highway arterial only.

O'Connell summarizes her thoughts. First of all, the City negotiated this purchase agreement, arrived at the conditions, and then City Council was presented with Resolution 62 signed back in October 2014. She asks if the PC has any power over this based on Resolution 62 to make any changes? She has read Resolution 62 in conjunction with the Sales Agreement and says it appears to be a "done deal". She thinks anything PC does is inconsequential.

Russ says this is how it was presented by the landowner. There are conditions that Staff has put on that were silent in the agreement that Staff feels there is room to get better out and gain parking. We are not bound by the Purchase Agreement of this parking.

O'Connell says that based on what the Resolution says, City Council has an obligation to pursue and make sure this Purchase Agreement goes through. So if we, as PC and Planning Department make recommendations otherwise, City Council is still bound by what they have agreed to under the Resolution.

Russ says the agreement is contingent on approval of the PUD. If the PUD is approved by City Council with terms that are inconsistent with the agreement, then the agreement is null and void.

O'Connell asks if the City Attorney has reviewed the Resolution and the Purchase Agreement?

Russ says this is his understanding.

Applicant Presentation:

Justin McClure, RMCS, 105 Cherrywood Lane, Louisville, CO 80027

In presenting DELO Phase 2 on February 12, 2015, he stated that the site plan included the DELO Plaza redevelopment opportunity as well as the Boom redevelopment opportunity. In context discussing consistency of site plan with DELO Phase 2, he wishes to discuss consistency of the site plan of DELO Plaza.

The site plan is the original site plan presented with the Resolution 62 and Purchase Agreement. In his opinion, the MUDDSG is present for good reasons but in hindsight, the hatched areas were modified. The hatching was included to eliminate the requirement for retail on the ground floor. Why was that eliminated? Because it was not viable. The internal mid block of Cannon Street was not viable to actually support retail uses. The residential densities and neighborhood create the market condition. Exhibit A was modified. There are architectural conditions put in place in DELO Phase 2 that essentially look retail. As a correlation, when looking at MUDDSG as it relates to an auto-oriented highway development, this is an incredibly difficult corridor to put retail on.

McClure is presenting tonight as the owner's representative for Tebo Properties. They own and manage over 2 million square feet of retail space. They are knowledgeable on how to maximize profitability of projects. Tebo Properties owns Christopher Village and other developments in Louisville. The upper floor in Christopher Village almost never leases out and there are consistent issues with vacancy. From an investment perspective, how do you make a property developer want to put dollars into an area? What works on Highway 42? As the chief developer of DELO, how does that area redevelop? The property is located at DELO's front door. Considering the entire Highway 42 corridor, what development proposals are being presented with retail projects? Using the Boom project as an example, it is several months away from a mixed use redevelopment proposal. It will not be submitted as the entire Boom property but half, since some is developed, produces good cash flow, and has long term tenants.

Regarding the DELO Plaza proposal, he feels it is "above and beyond" what is currently situated at the site. He feels this area has been the "eyesore" of Highway 42 and is not indicative of the quality of the larger community. McClure states that the DELO Plaza is a catalyst project and will encourage other property owners to come forward. Stephen Tebo and Tebo Properties are submitting this development of 100% retail and they are encouraging the Boom family to redevelop their property. McClure shows photos of the property in 2010 which was an old concrete batch plant. He feels the photos show the property to be blight. He shows the view from DELO Phase 2 development with the back of Alpine Lumber.

McClure shows photos of a McCaslin development that previously was office use (Cherry and McCaslin). Koelbell redeveloped the project with minimal landscape intrusion, parking in the front, the building situated diagonally and not 225 feet back, and maximum street frontage to the corridor. The building is now anchored by Qdoba, Starbucks, Dickies, and Smiling Moose. He thinks this is the most successful retail property in the McCaslin corridor. He feels you can see where to park and see the tenants.

He then shows development along McCaslin farther north with large buffers, signage not easily seen, and no visible parking. There are vacancies in these buildings.

McClure discusses signage, landscaping, and buffering setbacks in regard to a viable retail development. He is concerned that a developer will not build a project that will not attract tenants or cause tenants that leave because it is not profitable and successful. He shows "birds eye views" of before and after the proposed DELO Plaza.

Condition 2 states: All signs, including any monument sign, shall comply with Chapter 7 of the CDDSG, as well as Section 17.24 of the LMC, including a 10 foot setback from right-of-way. McClure says they are open for conversation but respectively request the condition be removed. Good signage and visibility are necessary since it is auto-oriented.

Condition 3 states: The applicant shall continue to work with Public Works on addressing the comments shown in the February 11, 2015 memo.

McClure says there is one comment in the memo specific to drainage. There is a crown in the middle of the property. The southern portion drains to Highway 42 infrastructure. The northern portion will drain into the twin 60 inch RCP that are being improved as part of the DELO Phase 2 project. They are trying to preserve natural grade and minimize expense. The 60 inch RCP will drain in the core area pond. It adds a \$70,000 additional cost to the project.

Condition 4 states: The proposed sidewalks shall match the sidewalk design included in the Highway 42 Plan.

McClure says that instead of making improvements now and then have them removed when the City implements sidewalk construction adjacent to Highway 42, they wish to contribute funds to the Access Control Plan Improvements.

Condition 5 states: Because the Hwy 42 sidewalk is required, the applicant shall modify the landscape sheets prior to recordation to remove the parking stalls, located along Highway 42, and be replaced with landscaping in compliance with the MUDDSG. The applicant shall also include an east/west sidewalk, connecting Highway 42 to the larger commercial building, via a sidewalk located within a landscape island.

McClure says if the buffer is installed, parking is removed, and then landscaped, retail will not be visible. The landowner wants to develop the property with retail visibility and opportunity for the project. Site lines and visibility on Highway 42 show it is auto-oriented. They are agreeable to the east/west sidewalk.

Condition 6 states: Staff requests the applicant preserve as many of the existing trees as possible. The applicant shall work with the City Forester and Parks Project Manager, at time of construction drawings, to determine which trees may be preserved.

McClure wants to add at the end "However, no eventual modifications be made to the property line or hard lines as a result of preserving existing trees." Preserving the trees may be affected by horizontal infrastructure with new water lines, new sewer, and new storm drains. The tree root structure could be damaged. They will save and preserve as many trees as possible, but it cannot modify property lines.

Commission Questions of Applicant:

Russell asks about 60 feet versus 225 feet, about showing parking spaces to vehicles driving by the site. He asks if the MUDDSG does not work or is there a place in the City where they would work? Russell says that the Highway 42 Plan is generally supportive of the MUDDSG in bringing property closer to the highway. Is this plan fundamentally flawed as well?

McClure answers affirmative regarding 60 feet versus 225 feet. Regarding MUDDSG, at this time, they will not work. If they did, there would be additional redevelopment opportunities submitted. This property currently generates good rent income but the landowner is willing to come forward and take risk to redevelopment the property. Regarding the Highway 42 Plan, McClure says yes, the Plan is flawed because the densities permitted in the area do not support it.

Rice asks McClure about why the PC should waive the sign code limits. Rice asks if they are willing to consider some "between", what the limits are from the Code, and what you are proposing.

McClure says the sign issue is complicated. He thinks the City has been incorrect in addressing parking and signage. Retailers need an opportunity to be successful. If a project is auto-oriented, retailers need signage from the highway. If signage is a deal breaker, he will submit a number that will be more suitable. He feels that a 12 feet height is not sufficient.

Brauneis says he thinks this project resembles "an island unto itself". The history of the projects around it confirms this. He does not think it interfaces with the community around it. He feels it does not live up to the high level of quality of the surrounding projects. Brauneis asks Staff if they have seen the yellow text to the conditions submitted this evening.

Russ says yes.

Brauneis says the proposal is single story, appears only auto-oriented, turns its back on three sides to the neighborhood and its interface with the Woonerf, and it is so over parked.

McClure speaks about the Woonerf. He feels this is a viable opportunity. He thinks pushing the Woonerf treatments into the parking lot for public events. It could turn into a public space

Moline asks about the rationale of the parking.

McClure says restaurants use 6-8 parking spaces per 1000 square feet ratio. He thinks DELO Plaza will be restaurant-heavy due to proximity to Downtown. The landowner wants to maximize the success on the investment.

Russell says this appears to be a suburban template adapted to the site (minimal obstruction between road and building, and lots of parking). Using Hobby Lobby as an example with lots of storefront and lots of parking, nothing obstructing the view, he thinks it is a grossly under-performing property. Why will that model work here?

McClure says to address the vacancies in Louisville, many times it is access to get into a project. With this project, we have access issues. He hears there are funds to signal Short Street which is important for the property. DELO Plaza would not be developing without DELO. Regarding King Soopers and Hobby Lobby, there is zero walkability. This project will be an auto-oriented development and it is adjacent to a pedestrian-friendly project. The over parking will benefit Miner's Field in a significant capacity.

Public Comment:

Sherry Sommer, 910 South Palisade Court, Louisville, CO 80027

It appears to her that the City wants parking from this project, yet who gets the parking develops "organically" with no rules. If more residential is built, then parking will be claimed by them. Parking is valuable. She says she is not thrilled by the development with another restaurant and a big expanse of parking. Is it pedestrian friendly because it has sidewalks across it? Why walk across a parking lot? Why use the McCaslin example, which she thinks is ugly, and say "this is how it could be?" The extra landscaping could be made into a sitting area and a feeling of nature. She feels there is loss of potential for something better. The Cultural Council is looking for more art in Louisville. Why just restaurants? She does not like the signage. Louisville is a conversational place. Big signs are like a huge scream (come to our place) and a big brassy shout-out.

John Leary, 1116 Lafarge Avenue, Louisville, CO 80027

He feels this is a situation where the "chickens have come home to roost". Development of this area was pushed on an ideological basis with mixed use. Never did the market research support the concept of mixed use. This will be a car-oriented development. It is important to make it look as good as possible, but there are certain realities. Ideology can make you feel good for a time, but this whole area was characterized from Day One. He feels the agreement that City Council signed with the landowner makes a mockery of this quasi-judicial process. The Council chose to do it. He feels the PC is in a bad position.

Randy Caranci, 441 Elk Trail, Lafayette, CO 80027

He is not opposed to seeing commercial development in this area. He has expressed his issues with Justin McClure and other people at different meetings. He agrees with Commissioner Brauneis. He feels there are two front doors to this development, Highway 42 and the South Street Gateway. The backside of the buildings will not sit well. The redesign of Highway 42 was presented at an LRC meeting and he did not agree with it at the time. After studying it, he now agrees with it. The difference is that it is not funded and there is no projection date on the funding. There will still be 45 mph traffic instead of 35 mph. The street landscaping will not be there. The design of the buildings themselves is cookie-cutter (they look like Aurora). He is a long-time resident. This design is a strip mall. It is a gateway to the east side of Louisville and is

is not inviting. He is confused with square footage for commercial. One stated 13,000 sf and another of 31,000 sf in an LRC meeting, and 23,000 sf presented tonight. He feels a level of disappointment from the Commissioners. It appears tied to getting Cannon Street through by DELO Phase 1, not DELO Phase 2. He wants to see the area redeveloped, but wants it to be a higher standard than seen right now.

Summary and request by Staff and Applicant:

Regarding landscaping standards, Russ says that the most successful shopping center on McCaslin has 40 feet of landscaping between the sidewalk and the parking. Staff is requesting 30 feet in this plan.

Regarding sign standards, Russ says the McCaslin shopping center complies with the CDDSG sign guidelines. This project is requesting a sign 8 feet taller. Staff agrees with the signage for Chipotle and Bean and Berry. They do not meet the standards. The PUD restricts those properties from meeting the City standards.

Russ says the shared parking for DELO Plaza does not need a note in the PUD. The applicant was concerned about this. The parking agreement shall be included in the subdivision agreement. Staff feels that Miner's Field and Downtown will benefit for the excess parking.

Regarding Public Works, Staff has had detailed conversations with Engineering. Staff thinks there is a design solution that can meet their concerns. The proposed design is not it. Staff thinks the water can go north and east. The Public Works Director and City Engineer made it clear the water should not go south. Staff feels the solution can be worked out before it goes before City Council.

Regarding the sidewalk and proposed sidewalk, Staff agrees with the timing concerns. Staff is proposing "The proposed sidewalk, to the extent practical, shall match the sidewalk design included in the Highway 42 Plan. The applicant will contribute funds for the construction of the sidewalk, in concert with Highway 42 and Short Street Intersection Improvements." The City is moving forward with improvements to the South Street intersection. The City does not have the warrant from CDOT so no signal can be put in, but the City can affect all the geometrics around it. The City will use the CDOT money to get footings and foundations for the signal as well as get the sidewalks and curbing installed.

Regarding the 20 foot parking addition would create a 30 foot buffer, 10 feet less than the McCaslin shopping center. There is flexibility if necessary to relocate the 3% elsewhere on the site. Staff is working on a northwest mobility study to get an RTD bus route on Highway 42. The bus route would run from the Broomfield Event Center through Interlocken, through the Colorado Technology Center, up Highway 42 to serve Downtown, and a stop may come in on Cannon or on South Street, hence the midblock crossing. RTD says the route is viable, it just needs connection to the CTC. Staff is working to punch a road from 95th Street to Arthur in the CTC at the railroad bridge. It has been conceptually engineered. In the next three to five years, the bus route will be operating.

Regarding preservation of existing trees along Short and South Streets, Russ says there are existing high quality hackberry and honey locust trees in their sidewalk greenway. Staff wants to specifically look at right-of-ways.

Russ apologizes for this conversation in front of the PC. Staff made the presentation to the applicant that it needs to be continued in order to work it out. The applicant has a right to continue the hearing. The applicant feels the clock is running low from their perspective. Staff recommends continuance rather than denial.

McClure says it is Conditions 2, 5, and 6 that are problematic. Conditions 1, 3, and 4 are okay. Condition 2 is a height sign issue for the project identifier of 21 feet. They are willing to compromise.

McClure says Condition 5 is the landscaping and increased buffer. The landowner will not remove the parking and is non-negotiable. They will add sidewalks but the removal of the parking and associated landscape buffer is non-negotiable.

McClure says Condition 6 with Staff's addition of "along Short and South Streets" is more restrictive. If during construction process, the root ball is damaged and the tree dies, they do not want to be committed to an obligation. The project landscape architect says it will not be possibility as proposed. He requests going back to the original language of Condition 6.

Russ says that Staff agrees with the blight observation existing on this particular site. What is proposed is significantly better than what is currently there. The City is getting an asset for the parking and getting cooperative framework along the block. Staff feels this property will, over time, get to the MUDDSG. Staff is not comfortable with the signage. PC and City Council can decide it. Staff recommends approval for this project. Staff recognizes its shortcomings. Staff does not agree with the applicant's perception of the MUDDSG. Staff recommends this project be approved with the conditions as negotiated but are intractable on the signage.

McClure says the sign issue can be negotiated to splitting the difference. The applicant suggests 16.5 feet as opposed to 21 feet. The applicant does not want to go below.

Closed Public Hearing and discussion by Commission:

O'Connell feels strongly about this issue and is strongly against negotiating with it. She feels the developer is trying to hold the City hostage. The state of the property according to the applicant is almost blight. If it is blight, the City should be able to do something to correct it without developing it. Once DELO is developed as a housing development, the situation will change. The developers for DELO will pull put pressure on the surrounding properties for improvement. The MUDDSG are in place and if this development is accepted, we are disregarding them. We should not go with something that works for now as something better may come forward. This area may become more pedestrian-oriented than car-oriented. The PC is being asked to approve a "sea of waivers". The developer under the agreement is supposed to receive \$217,000 for 0.6 acres. The development will make a lot more money once the surrounding areas are built. She agrees with Mr. Leary that the PC is in a less than ideal situation where the agreements have already been worked out.

Rice has mixed emotions about the proposed entire development as well as the manner it was discussed. He wants to see the property developed because it has a lot of potential from a commercial standpoint. It will drive a lot of revenue for the City. The City Council has established it a priority to get public parking and here is an opportunity. This is a proposal with more conditions usually seen and now with modified conditions. This project is not ready for the PC consideration.

Russell says it has been an interesting conversation with lots of critical issues at stake. He remembers granting flexibility regarding the McCaslin property. It needs to conform to the vision the public has articulated. There is a desire to skew away from highly car-oriented development. It doesn't feel ready to him. He wants to continue it.

Moline says he appreciates McClure's comments and thoughtful dialogue. Part of this property should and could be auto-oriented facing Highway 42. The part facing Cannon Street and the Woonerf needs to look differently. He thinks the creativity and development of DELO deserves a little more from this proposal.

Brauneis says that with the new signal, this is a new gateway to DELO and the South Street Gateway to Downtown. He appreciates that auto-oriented development in this location would probably be very successful. He feels this is a strip mall proposal. The site is rich enough particularly with the development around it. The City can do more with that site. The short term thought of “we need to do something so let’s settle for this” is not a position he is comfortable with at this point. He is not in support.

Pritchard says the City of Louisville is on a time line. The financing for business improvement is funded through tax increment financing (TIF). The clock is ticking. This area has been discussed for over 20 plus years. The owner can walk away and the City can look at old Alpine Lumber for another 15 years. Downtown residents are in need in additional downtown parking, especially during events. DELO and their commitments are starting the process. He is not happy with six conditions. He is looking for a continuance. He wants further clarification on the City’s position.

Further discussion between six Commissioners discussing continuance versus motion to vote.

Russ says from a procedural perspective, if the PC chooses to continue the project, Staff requests it is cleared by the applicant. If PC chooses to deny the project, Staff will come at the next PC meeting with a resolution of denial with findings of fact.

Motion made by O’Connell to approve DELO Plaza: Resolution 11, Series 2015: A resolution recommending approval of a Rezoning, Final Plat, Final Planned Unit Development (PUD) and Special Review Use (SRU), with six conditions. Seconded by Brauneis. Roll call vote.

Name	Vote
Chris Pritchard	No
Jeff Moline	No
Ann O’Connell	No
Cary Tengler	----
Steve Brauneis	No
Scott Russell	No
Tom Rice	No
Motion passed/failed:	Fail

Motion denied 6-0.

**SUBJECT: ORDINANCE NO. 1691, SERIES 2015 – AN ORDINANCE
AMENDING TITLE 17 OF THE LOUISVILLE MUNICIPAL CODE
TO DEFINE LIVE-WORK USES AND ALLOW THEIR
DEVELOPMENT IN THE MIXED USE ZONE DISTRICTS AND
DOWNTOWN LOUISVILLE – 2nd Reading – Public Hearing –
Advertised *Daily Camera* 05/10/2015**

DATE: JUNE 2, 2015

PRESENTED BY: TROY RUSS, AICP, PLANNING AND BUILDING SAFETY

SUMMARY:

Downtown Louisville’s history is filled with examples of residents living and working on a single premise. Storekeepers, trades people, doctors, lawyers, and others commonly lived upstairs from, or adjacent to (typically behind), their shops or offices.

The modern land use classification of such activity is referred to as “live-work”. Over the years, as the city planning profession evolved and zoning regulations emerged, a wide range of economic, societal, and political factors resulted in such live-work arrangements becoming uncommon and even outlawed.

In 1962, when Louisville first adopted a zoning code, the best practices of the city planning profession at that time aimed at separating land uses by category, not allowing a mixture of traditional land uses like live-work to occur.

Today, the Louisville Municipal Code (LMC) allows a mixture of commercial and residential uses (in the form of multi-family) as a special review use in downtown Louisville. However, the LMC does not allow a mixture of commercial activity and a single residential unit on a single premise in any commercial zone district.

Live work units are typically small in scale and could fit nicely into walkable commercial environments like downtown Louisville. Staff believes it is time for City Council to consider an amendment to the LMC to allow live-work in downtown and the Mixed Use (MU) zone districts in the Highway 42 Revitalization District. If approved, a live-work ordinance could benefit Louisville with the following:

- 1) Support a small-town feel by allowing business owners to live on premise;
- 2) Provide an incentive to preserve historic commercial structures;
- 3) Present an economically viable small scale development pattern;
- 4) Provide incentives for commercial development on smaller parcels; and,
- 5) Provide new development with lower parking and transportation impacts.

REQUESTED AMENDMENTS TO TITLE 17

Staff is proposing modifications to Title 17 of the LMC in three key areas to define the live-work land use and allow its development in Louisville.

1. Definitions
2. Zoning District Regulations; and,
3. General Regulations.

Definitions

Chapter 17.08 of the LMC defines specific words used in the City’s zoning code. Staff is suggesting the following definition of live-work be added to clarify exactly what live-work means in the City of Louisville.

Live-work means a single lot with one or more structures that combine a commercial activity allowed by-right in the underlying zone district with a single residential living unit.

District Regulations

Chapter 17.12 of the LMC identifies which land uses are allowed in the City, where they can be located, and how they may fit on a specific property. Staff is suggesting the land use table in Section 17.12.030 be expanded, as shown below, to include live-work as the 61st use group and allow it to be located in Downtown Louisville and the MU zone districts in the Highway 42 Revitalization District.

Use Group		Zoning Districts																				
		A	AO	BO	AOT	RR R	SF R	SF E	R R E R L	SFL D SFM D SFH D	RM	R H	CN	C C	C B	I	PCZ D	MU R/C C	OS			
61	Live-Work	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	Y	N

Notes:

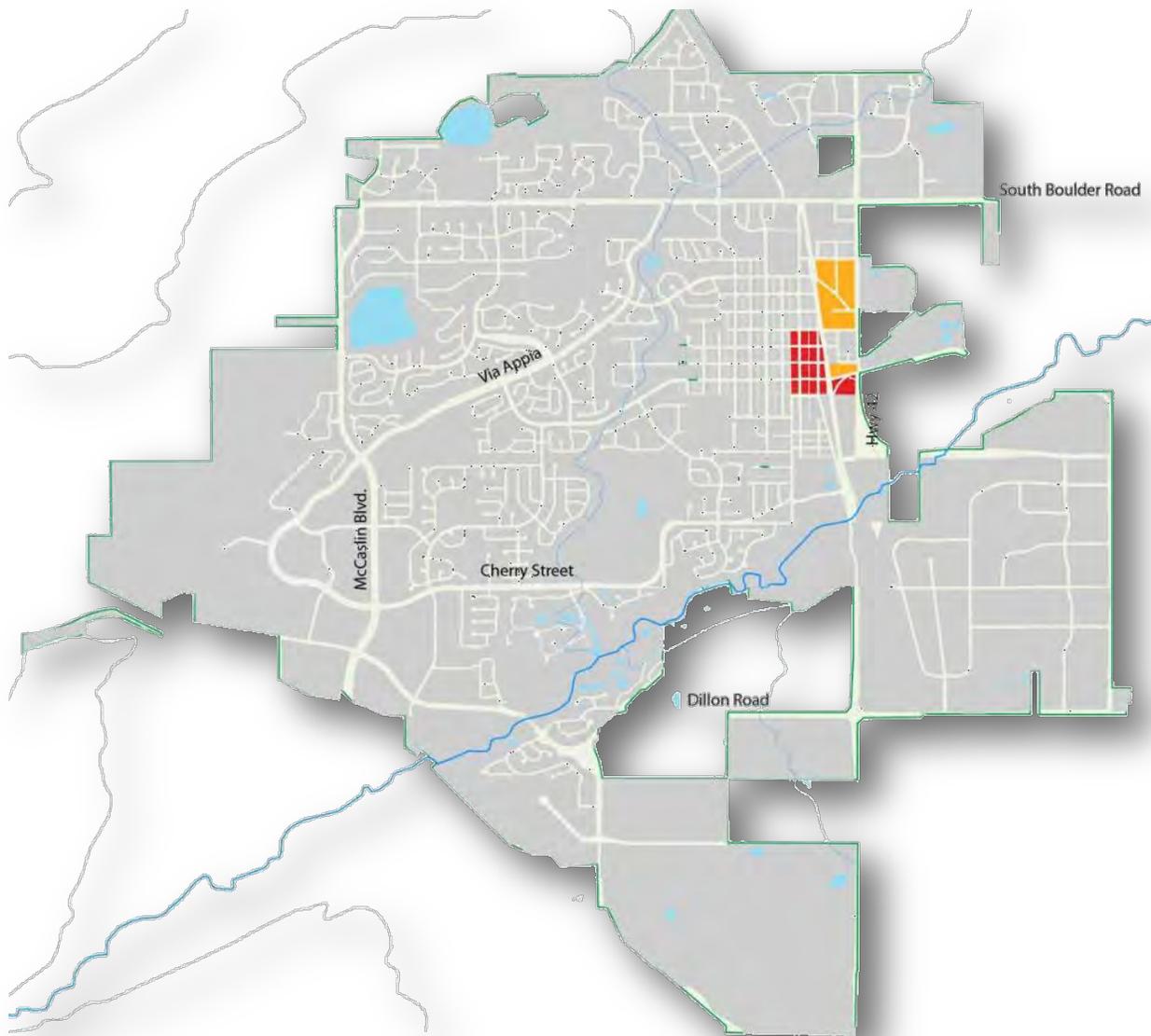
***** A live-work use and development is allowed only within the portions of the Community Commercial and Community Business Zone Districts within the area designated as Downtown Louisville, as defined in Chapter 17.08.113.

Chapter 17.14 of the LMC identifies which land uses are allowed within the City’s MU zone district, where they can be located, and how they may fit on a specific property. Staff is suggesting the land use table in Section 17.14.050 be expanded (shown below)

to include live-work in both the community commercial and residential portions of the MU zone district.

PRINCIPLE USES	CC	MU-R
Commercial Use Group		
Live-Work	Yes	Yes

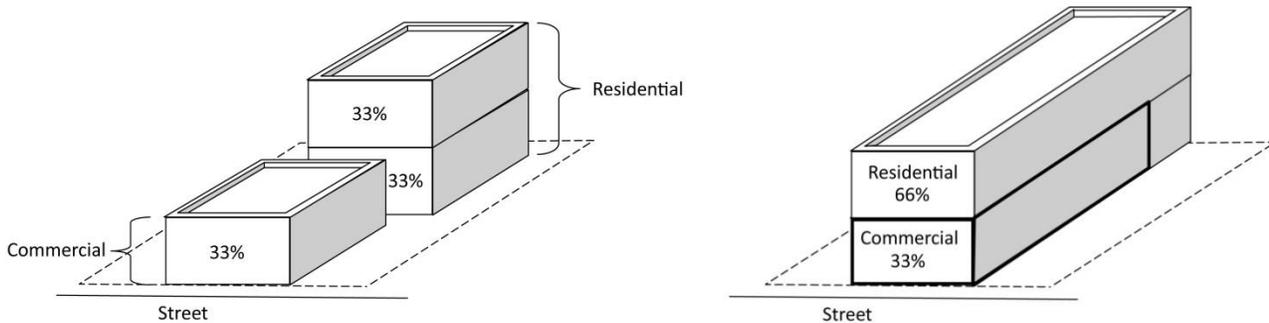
The following map illustrates the areas where live-work would be allowed in Louisville if approved.



General Regulations

Chapter 17.16 of the LMC is used to clarify performance standards of specific uses which cannot be fully regulated within the yard and bulk standards presented in the district regulations. Staff suggests a new section be added to this chapter to clarify performance standards associated with the proposed live-work land use. Staff is suggesting the live-work land use be required to adhere to the following:

- 1) The commercial and residential portions of the live-work use shall remain under single ownership and shall not be subdivided, used as condominiums or otherwise divided in ownership.
- 2) The residential portion of the live-work use shall not exceed 66 percent of the total floor area of the development.



- 3) The residential portion of the live-work use shall not be located in the lower level of the building facing the front lot line of the parcel.
- 4) Parking requirements for a live work use shall be as follows:
 - a. The commercial portion of the development shall provide a parking space for every 500sf of the floor area rounded to nearest 500 sf.
 - b. 1-bedroom minimum: 1 space per unit; maximum: 2 spaces per unit; 2-or-more-bedroom: 2 spaces per unit.
 - c. A parking requirement waiver may be requested when a demonstrated shared parking analysis for the parcel is provided.
 - d. The parking requirements of this subsection 17.16.320.A.4.d are waived for properties incorporating live-work that are designated as a Louisville landmark pursuant to chapter 15.36 of this code.
- 5) All live-work commercial development within the area designated as Downtown Louisville, as defined in Chapter 17.08.113, shall also comply with this title and all requirements of the Design Handbook for Downtown Louisville, as adopted and amended from time to time.

SUBJECT: ORDINANCE NO. 1691, SERIES 2015

DATE: JUNE 2, 2015

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- 6) All live-work development in the mixed use zone districts shall comply with the development and design standards stated in this title and the Louisville Mixed Use Development Design Standards and Guidelines (MUDDSG), as adopted and amended from time to time, except as expressly waived or modified by the city in a planned unit development plan approved according to chapter 17.28 and subject to the limitations stated in section 17.14.090.

FISCAL IMPACT

Amending the LMC to define a live-work land use and allow its development in Louisville should have minimal fiscal impact on the City.

PLANNING COMMISSION ACTION

The Planning Commission held a public hearing April 8, 2015. The Planning Commission voted unanimously (7-0) to recommend the amendment to Title 17 be forwarded to City Council for consideration.

RECOMMENDATIONS

Staff recommends City Council approve Ordinance No. 1691, Series 2015, an ordinance amending title 17 of the Louisville Municipal Code to define and allow live-work uses in the Mixed Use Zone Districts and Downtown Louisville.

ATTACHMENTS:

1. Ordinance No. 1691, Series 2015
2. Planning Commission minutes (April 9, 2015)

**ORDINANCE NO. 1691
SERIES 2015**

**AN ORDINANCE AMENDING TITLE 17 OF THE LOUISVILLE MUNICIPAL CODE TO
DEFINE LIVE-WORK USES AND ALLOW THEIR DEVELOPMENT IN THE MIXED
USE ZONE DISTRICTS AND DOWNTOWN LOUISVILLE**

WHEREAS, the City of Louisville is a Colorado home rule municipal corporation duly organized and existing under laws of the State of Colorado and the City Charter; and

WHEREAS, live-work uses are defined as a single property with one or more structures that combine a commercial activity allowed by-right in the underlying zone district with a single residential living unit; and

WHEREAS, the popularity of live-work uses has increased significantly in recent years; and

WHEREAS, the zoning ordinances within the Louisville Municipal Code (LMC) do not specifically recognize live-work uses nor allow their unique characteristics be developed in the City; and

WHEREAS, the City Council desires to define and establish a live-work use category and allow development of live-work uses those areas within the Commercial Community (C-C) and Commercial Business (C-B) zone districts that are within Downtown Louisville, and in the mixed use zone districts, as defined in the LMC; and

WHEREAS, a core value of the City in the 2013 Comprehensive Plan promotes: *“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”*, and defining live-work uses and allowing their development within Louisville will introduce another investment opportunity for the City; and

WHEREAS, a second core value of the City in the 2013 Comprehensive Plan promotes: *“Our Livable Small Town Feel . . . where the City’s size, scale, and land use mixture . . . encourage personal and commercial interactions”*, and the introduction of live-work uses further enables business owners to also be residents in the City; and

WHEREAS, a third core value of the City in the 2013 Comprehensive Plan promotes: *“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”*, and the introduction of live-work uses creates an additional economic incentive to preserve the City’s historic store fronts; and

WHEREAS, after a duly noticed public hearing held April 9, 2015, where evidence and testimony were entered into the record, including the Louisville Planning Commission Staff Report dated April 9, 2015, the Louisville Planning Commission has recommended the City Council adopt the amendments to the Louisville Municipal Code set forth in this ordinance; 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, THAT:

Section 1. Chapter 17.08 of the Louisville Municipal Code is hereby amended by the renumbering of Section 17.08.262 to Section 17.08.261 and by the addition of a new Section 17.08.262 to read as follows:

Sec. 17.08.262. Live-work.

Live-work means a single lot with one or more structures that combine a commercial activity allowed by-right in the underlying zone district with a single residential living unit.

Section 2. Section 17.12.030 of the Louisville Municipal Code is hereby amended by the addition of a new use group 61 to read as follows:

Use Group		Zoning Districts																	
		A	AO	BO	AOT	RRR	SFR	SFE	RR RE RL	SFLD SFMD SFHD	RM	RH	CN	CC	CB	I	PCZD	MU R/CC	OS
61	Live-Work	N	N	N	N	N	N	N	N	N	N	N	N	** ** **	** ** **	N	N	Y	N

Notes:

***** A live-work use and development is allowed only within the portions of the Community Commercial and Community Business Zone Districts within the area designated as Downtown Louisville, as defined in Chapter 17.08.113.

Section 3. Section 17.14.050 of the Louisville Municipal Code is hereby amended to add to Table 1 in said Section an additional use within the Commercial Use Group, as follows:

TABLE 1: PRINCIPAL USES ALLOWED IN THE MIXED USE ZONE DISTRICTS		
PRINCIPLE USES	CC	MU-R
Commercial Use Group		
Live-Work	Yes	Yes

Section 4. Chapter 17.16 of the Louisville Municipal Code is hereby amended by the addition of a new Section 17.16.320 to read as follows:

Sec. 17.16.320. Live-work.

A. *Live-work uses* are permitted in specific locations in the designated zoning districts subject to the applicable regulations of the district in which the use is located, and subject to the following requirements:

1. The commercial and residential portions of the live-work use shall remain under single ownership and shall not be subdivided, used or condominiums or otherwise divided in ownership.
2. The residential portion of the live-work use shall not exceed 66 percent of the total floor area of the development.
3. The residential portion of the live-work use shall not be located in the lower level of the building facing the front lot line of the parcel.
4. Parking requirements for a live-work use shall be as follows:
 - a. The commercial portion of the development shall provide a parking space for every 500 square feet of the floor area rounded to nearest 500 square feet.
 - b. The residential portion of the development shall adhere to the following:
 - 1-bedroom minimum: 1 space per unit; maximum: 2 spaces per unit
 - 2-or-more-bedroom: 2 spaces per unit
 - c. A parking requirement waiver may be requested when a demonstrated shared parking analysis is provided for the individual parcel.
 - d. The parking requirements of this subsection 17.16.320.A.4.d are waived for properties incorporating live-work that are designated as a Louisville landmark pursuant to chapter 15.36 of this code.
5. All live-work commercial development within the area designated as Downtown Louisville, as defined in Chapter 17.08.113, shall also comply with

this title and all requirements of the Design Handbook for Downtown Louisville, as adopted and amended from time to time.

6. All live-work development in the mixed use zone districts shall comply with the development and design standards stated in this title and the Louisville Mixed Use Development Design Standards and Guidelines (MUDDSG), as adopted and amended from time to time, except as expressly waived or modified by the city in a planned unit development plan approved according to chapter 17.28 and subject to the limitations stated in section 17.14.090.

Section 5. If any portion of this ordinance is held to be invalid for any reason such decisions shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have passed this ordinance and each part hereof irrespective of the fact that any one part be declared invalid.

Section 6. The repeal or modification of any provision of the Municipal Code of the City of Louisville by this ordinance shall not release, extinguish, alter, modify, or change in whole or in part any penalty, forfeiture, or liability, either civil or criminal, which shall have been incurred under such provision, and each provision shall be treated and held as still remaining in force for the purpose of sustaining any and all proper actions, suits, proceedings, and prosecutions for the enforcement of the penalty, forfeiture, or liability, as well as for the purpose of sustaining any judgment, decree, or order which can or may be rendered, entered, or made in such actions, suits, proceedings, or prosecutions.

Section 7. All other ordinances or portions thereof inconsistent or conflicting with this ordinance or any portions hereof are hereby repealed to the extent of such inconsistency or conflict.

INTRODUCED, READ, PASSED ON FIRST READING, AND ORDERED PUBLISHED this 5th day of May, 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 19th day
of May, 2015.**

Robert P. Muckle, Mayor

ATTEST:

Nancy Varra, City Clerk

Planning Commission

Meeting Minutes

April 9, 2015

City Hall, Council Chambers

749 Main Street

6:30 PM

- **Live/Work Ordinance—CC zone district, Resolution No. 13, Series 2015, A**
Resolution recommending City Council approval of an ordinance amending Title 17 of the Louisville Municipal Code to define Live-Work uses and allow their development in the community commercial and mixed use zone districts throughout Louisville.

Public Notice Certification:

This is a legislative action. Public notice was posted the agenda of this item. The actual public notice of any ordinance comes through the first reading of the ordinance done by the City Clerk. The agenda was posted in City Hall, Public Library, Recreation Center, and the Courts and Police Building on April 3, 2015.

Staff Report of Facts and Issues:

Russ presented from Power Point:

- The proposed definition is *Live-Work* means a single property with one or more structures that combine a commercial activity allowed by-right in the underlying zone district with a single residential living unit.
- It is a common Planning term. Every historic community has Live-Work environments. Examples in Louisville are 801 Main Street which was a Post Office and residence (moved to 721 Grant Avenue). The City Hall parcel had a barber with a dwelling unit. The Blue Parrot parcel had a drug store with a dwelling unit behind it. A current example is 901 Main Street which is an office commercial building with an attached single family dwelling.
- In 1967 when Louisville implemented the Zoning Code, it was made an illegal activity in the City.
- How do we create a Mixed Use environment? Live-Work is somewhat Mixed Use. It is supposed to be one residential unit and one commercial unit. There is home occupation allowed in all residential units. If you live in a house, you are allowed to conduct business. Home occupations are for small scale, non-disruptive commercial activities within neighborhoods.
- In Community Commercial Zone Districts, there is a commercial component allowed by right. The residential component is only multi-family as an option, not single family, and is allowed by Special Review.
- In Mixed Use Zone District, commercial allowed by right. Residential, multi-family allowed by right in MU-R, but not allowed in CC. Single family dwelling is not allowed in either.

City of Louisville

Department of Planning and Building Safety

749 Main Street, 245 Louisville CO 80027

303.335.4592 (phone) 303.335.4550 (fax) www.LouisvilleCO.gov

- The draft ordinance before the PC and will go before City Council says the Commercial Community (CC) and Mixed Use (MU) Zone Districts will be the only two districts in the City where Life-Work would be allowed.
- Performance standards.
 - The commercial and residential portions of the live-work use shall remain under single ownership and shall not be subdivided.
 - The residential portion of the Live-Work use shall not exceed sixty six percent (66%) of the total floor area of the development.
 - The residential portion of the Live-Work use is prohibited in the lower level of the building facing the front lot line of the parcel.
 - Parking requirements for a Live-Work use shall be as follows:
 - The commercial portion of the development shall provide a parking space for every 500sf of the floor area rounded to nearest 500 sf.
 - The residential portion of the development shall adhere to the following:
 - 1-bdrm unit min: 1 space per unit; max: 1.25 spaces per unit
 - 2-bdrm unit min: 2 spaces per unit
 - 3-or-more-bedroom unit min: 2 spaces per unit
 - A parking requirement waiver may be requested when a demonstrated shared parking analysis is provided.
 - The parking requirement is waived for Louisville Landmarked structures with approved alteration certificate.
 - Commercial Community (CC) zone district shall comply with:
 - Outside of Downtown - Commercial Development Design Standards and Guidelines (CDDSG).
 - In Downtown – The Downtown Handbook

Staff Recommendations:

Resolution No. 13, Series 2015, recommending City Council approval of an ordinance amending the Louisville Municipal Code (LMC) to define Live-Work uses and allow their development in the Community Commercial and Mixed Use Zone Districts throughout Louisville with two conditions.

1. The draft ordinance shall be modified to allow Live-Work in the area defined as Downtown Louisville and the Mixed Use Zone District.
2. The draft ordinance shall be modified to add a note in the parking requirements stating “the parking requirement is waived for Louisville Landmarked structures incorporating Live-Work.”

Commission Questions of Staff:

O’Connell makes motion to enter emails from Peter Stewart, Thursday, April 9, 2015, and revised Resolution No. 13, seconded by Brauneis, voice vote, passes.

Rice asks from a property tax standpoint, using commercial property both in a commercial and a residential style, how does that affect the classification for purposes of property tax?

Russ says he doesn’t know, but he would refer that to the City Finance Director. The Finance Director was referred this project and he felt comfortable with the ordinance that he could implement it.

Russell asks if there is an expectation that requires there be a connection between who is living there and who is working there?

Russ says there is not in this ordinance. In theory, the intent is the shop-owner lives and works in the same site. In reality, that may not happen. There is a condition that it shall not subdivide.

A number of scenarios could be owner on site, rents out commercial, or rents out residential and works on site, or rent out both. Only one owner.

Russell asks what is the ordinance trying to accomplish?

Russ says it gives a tremendous economic value to the smaller lots of Downtown. On long narrow lots, you can retain a smaller scale investment and give economic value. There is a strong demand for single family. It is lower demand on the school district than multi-family. It gives the economic value of residential but commercial remains. Downtown's unique commercial storefronts, being the scale they are, will be able to get incentives for preservation.

Moline asks if this could dilute the amount of commercial Downtown? How would the Planning Department track the viability of the commercial of one of these properties?

Russ says the Finance Department of the City and the City Manager's office track the performance of sales and properties taxes. There are aggregate summaries and individual summaries of tax performance. In terms of economic diluting, in terms of upper floors and back portion of a site, the street front in this ordinance can be retail or office. The front and most vibrant part of the building is saved for commercial activities. Staff does not feel the upper floors are viable for retail.

Brauneis asks from a water savings perspective typically, the closer the feedback loop to the occupant, the better the water savings. If people living a space know how much water they've used the previous month or over the course of a year, there will be more water savings rather than hidden within one bill to a landlord. A way to minimize the fees associated with it is probably what is driving a lot of the concern. Separate meters for two very different occupant types are more appropriate.

Russ says Staff will bring this concern up as the ordinance is still being drafted and reviewed by the Finance Director and the Public Works Director. The intent of this is the owner is the same person seeing the bill. The reality is we can't discriminate that aspect in Chapter 17 of who rents and who owns. Can we make sure that the tenants of the buildings somehow receive the bill? Staff will work with it while still lowering the fees. The commercial rates are based on water usage. They believe office use is comparable to a residential use. The rate may not be different on this scale of investment. If a restaurant were to go in, they would be very different commercial rates because they are scalable on the commercial side, but not the residential side. We want to protect the City's water supply by making sure we charge a commercial rate.

Moline asks about the maximum parking requirement for the one-bedroom unit? 1.25 spaces?

Russ says one space is maximum. Staff is trying to put a parking maximum in Downtown because we don't want to see parking in a pedestrian-oriented environment. For this particular ordinance, he recommends deleting the 1.25 space because it is "odd" for a one bedroom. This was copied out of the Downtown Code where single units are illegal. Staff recommends 2 spaces because most residents have two cars.

Russell asks about parking. He wants maximum parking limits. The expectation is that the one bedroom needs one space and the two bedroom needs two spaces. This is on-site parking that will be addressed through a shared parking agreement, shared parking between the commercial and residential unit.

Russ says Staff is allowing them to be reduced in a shared parking environment. One space for 500 feet of commercial development. In commercial, there is a 998 square foot waiver for the first 1,000 square feet. If it is a 2,000 square foot building, they would owe two parking spaces. They would also owe the residential parking. If they demonstrate a shared parking agreement, that would give Staff assurance that if the owner of the shop is actually there, Staff would reduce the parking requirement accordingly.

Russell asks about the residential portion, when there is tight parking, high turnover really helps. He asks if introducing the Live-Work raises the likelihood that someone will park a car and leave it there. There are some streets where you can't do that. He doesn't know about side streets and residential streets. Setting a maximum for a site only allows a certain amount of parking, so other options will be sought. Are we creating a problem where there isn't adequate parking on-site and people try to find other accommodations for their vehicle in Old Town? Can we mitigate that?

Russ says these are the parking standards of Downtown. We are not creating anything different.

Russell asks will we accept fee in lieu for parking?

Russ says that is a Downtown ordinance. This particular use does not provide that option.

Public Comment:

Debby Fahey, 1118 W Enclave Circle, Louisville, CO

She likes the idea of a residential-commercial combination on Main Street with a single family unit. Her concern is someone buying two or three adjoining businesses, combining them into one large single front, and then building a unit behind it. When giving the approval for zoning, can there be a tie where the owner has to maintain at least the minimum amount of retail square footage that existed in the old building? She is concerned that new buildings will be built and that old shops will be torn down. Perhaps this can be an incentive for landmarking; if you landmark, you can put a single family unit on the back.

Andy Johnson, 920 Lincoln Avenue, Louisville, CO

He is in support of this ordinance. He thinks this is a self-correction from modern zoning and separation of uses across our town and landscape. This is a use type that is no stranger to towns across the United States, and certainly not to the heritage of Louisville. Troy Russ demonstrated this with a few site plans taken from very old maps. He supports the inclusion of the MU district. While there are certain parts of Louisville that are designated MU, he thinks some of the newer parts are intriguing to keep as a consideration. One of the most important things this ordinance does in bringing Live-Work back to Louisville is that it offers a diversification of building types within our Downtown. He thinks the way it is written is very well done. It promotes and encourages the landmarking of existing building, which is very important, particularly for our iconic Main Street. It also protects our Main Street from future development in that we will probably not see another three story building on our Main Street. The viability economically is retail, restaurants, and offices to some degree. The scale of what happens on Main Street is somewhat protected by having the use be defined as commercial on Main Street and residential in back. He thinks this is a really important distinction worth of further thought and consideration. When you are thinking about the implication architecturally on Main Street, he thinks the scale of buildings will remain low. Also with a Live-Work model, there typically is a diversification within the sites so the commercial buildings will have a certain look. The residential building is probably going to be something different. He thinks it offers a unique character, both to Main Street, Front Street, and our alleys as well. The parking is obviously an important consideration. The waiver for landmarked buildings is very important. It is a great bone to throw at commercial building owners. It is also a great bone to throw at people who buy a commercial building and consider redevelopment. Parking is expensive to buy. Parking obviously takes up a lot of real estate and takes away from the economic vitality of smaller properties around Old Town. He does have a specific concern that he doesn't think the PC can address but it does come out of the Municipal Code. It is Chapter 13 which deals with water. With a Live-Work project, he thinks it is important to allow a single owner to have a single tap and a single bill. If you have the same owner paying the water bill, it can be structured for the ease of billing from the City's perspective. The issue can be remedied by having a single bill, look at it as a commercial water tap, and do it based on demand. He knows the PC won't address it, but he does want it part of public record to be read at a later date. This is something

that will correct moderate planning for Downtown. He thanks Planning for bringing it to the table.

Sherry Sommer, 910 S Palisade Court, Louisville, CO

She has a question more than a comment. Will this change the footprint of buildings and the height of buildings? Will it remain about the same? If it does, she is concerned the Downtown area would feel very dense if it allows larger footprints.

Russ says there is nothing in the ordinance that modifies the yard bulk standards. The floor area allowances would be unchanged from what is currently allowed. This simply gives another economic opportunity for investment and he believes it is a strategy for smaller parcels to retain commercial structures up front. It would not change heights. It would allow a lower density than is currently allowed to be considered. Currently, multi-family is allowed to be considered and single family is not allowed to be considered as part of the Downtown Zoning District. He does not believe it will change the intensity of Downtown. The effect will actually change the difference. It will give economic opportunity for lower density to have viable uses. Staff knows that what is done to Chapter 17 will affect Chapter 13. Staff does not believe this affects this particular issue in Chapter 16, but Staff is aware of Chapter 13. Draft ordinances have been sent to the Finance Director who runs utility billing as well as Water Engineer and Public Works Director modifying some of the water ordinances that require separate distinct taps. Under one owner such as a shopping center with multiple tenants, the Code reads every premise needs a separate connection. There is no ordinance for Live-Work. The Finance Director has reviewed it from a public utility billing perspective and is comfortable requiring only one tap to serve a building. The Water and Resource Engineer as well as the City's Public Works Director both feel comfortable that this would not impact water supply. There is consensus among all of them that the water rates would be charged at a commercial rate, not residential rate. These types of ordinances will be married under City Council.

Camilla W. Donnelly, 2366 Senator Court, Louisville, CO

She may be confused but the Downtown has grown in a nice way over the last 10-12 years. She wonders if we might have more control if people have to "ask" to do things, rather than start tweaking with it. Perhaps she is misunderstanding things but we are suddenly trying to do Work-Family rather than focusing on the commercial. She looks at Bittersweet and how they moved back with a lot of commercial things that bring people from outside. This is where we get our tax dollars. She thinks most people don't work in Louisville, but work outside. It seems like a strange thing to start doing now.

Barney Funk, 1104 Hillside Lane, Louisville, CO

He thinks this is an excellent idea. There is a town in western PA called Ligonier, PA. It has Work-Live standards in its town. In the center of town, there is a Main Street coming in north-south, and a street running east-west, and they have Live-Work homes on the Main Streets and the sub-streets leading in. It has created Work-Life home environments where the owner of the property and the resident of the Live part own a piano store giving lessons, an antique store, a gift store, and a florist. There are little stores east and west, north and south, and it brings in a lot of additional sales tax to the community. It brings in a home environment. He didn't think Louisville was thinking about it, but he compliments you. To do any research, the zip code is 15658, Ligonier, PA. It is 60 miles east of Pittsburgh. They have this and it is working very well.

Laurie Bija, 3169 Oak Circle North, Broomfield, CO

She is attending for a school assignment. She highly supports this. It supports a reduction of sprawl for people coming into Louisville and causing more traffic and commotion. If they can live where they are actually employed, it is very awesome. Well done, Louisville.

Closed Public Hearing and discussion by Commission:

Brauneis is in support of Live-Work. With the advent of smart homes and monitoring different things, the water issue has the potential to provide the capability for people in these units to have information come to them. At a minimum, if we can't cost effectively require separate meters for two very different uses, we can require from a plumbing perspective that the two different areas within a building can be sub-metered, not within the City purview but outside of City purview, so the pipes are in place. Long term, we talk about Louisville having plenty of water but when we're in a 10 year drought seen elsewhere in the country, it becomes a real issue. With the growth of electronic smart homes, this is something to be made available with minimal cost at this time. He thinks Live-Work makes a lot of sense. The question was raised about why we want to tinker with this now? Actually, it goes back to 1967 when we tinkered with it. While organically we have a nice feel to Downtown, this change doesn't threaten that organic feel, but rather it supports continued occupancy following those traditional patterns. As far as the other areas Mr. Stewart raised in his email, he doesn't have as much of an issue with it as he does. He is comfortable moving forward as it have been written and not working to limit only to our historic Downtown area. If builders and developers were to approach the PC with projects in those other areas on South Boulder Road and McCaslin, if we feel as a City it doesn't work well there, we would find ways to deal with it at the time. He is not convinced we need to exclude South Boulder Road and McCaslin from this. He is excited by it.

Moline is in support. He can foresee this playing out project by project basis because we have had some projects in Downtown apply to this issue. He has trouble visualizing how it will play out across Downtown. It makes him agree with Mr. Stewart's comment and think that trying it in Downtown is a good starting place to see how it works. It is an interesting concept and excited to give it a shot. He is comfortable with parking.

O'Connell is in support. She thanks Commissioner Brauneis for thinking long term. She is in favor with the way it is written and no issue with the parking.

Rice wants the property tax issue resolved before he votes on it because to him, it is a significant issue. He understands the intent of the ordinance which is, conceptually, to foster a Live-Work environment for people. If someone has a commercial property and is living on-site, this is the historical context alluded to in introducing the measure. He has a real question about whether it will really play out. Instead, what will happen is this will be an opportunity for a commercial property owner to add that residential component. He is fully cognizant of the reasons of why you wouldn't want to be involved in an enforcement situation where you would have to link the two. In fact, he doesn't know if you can do that. In terms of the practical side, believing that this will foster a lot of people to own commercial real estate Downtown and then live there on-site, he has real reservations about whether that would happen in reality. That reservation is less important to him than the property tax issue. He is concerned about that and knows the ramifications of that before he votes.

Russell is in support and he likes this policy. He thinks we will be refining and correcting it as it progresses. There could be some unintended consequences. He is not worried about the disconnected use of the residential. Anything that creates value for owners in a way that is compatible with community expectations is great. Anything that adds a residential population to Downtown recognizing that any number of these new residents will come to us and complain about patios that were there when they moved in, that is fine and part of life in Downtown. He thinks it is a great program.

Pritchard asks the fellow Commissioners in regard to Comm. Rice's comments, do you feel comfortable enough that this matter can be voted on this evening or do you feel the issue on property taxes needs to be addressed further before you could feel comfortable. He believes Comm. Rice has a valid point for clarification.

Brauneis appreciates Comm. Rice raising the point. It is good to have it as part of the conversation. He is not convinced at this point that it will make or break his vote on the proposal. He is comfortable believing that it is not hugely significant from a revenue standpoint for the City.

Moline is agreement with Comm. Brauneis. He thinks it is an important consideration, but he is comfortable moving it on and letting City Council address it with any additional information they may have at their hearing.

O'Connell comfortable moving forward. Russell comfortable moving forward. Pritchard says that he wants Comm. Rice's concerns are noted to City Council and an answer is prepared for him.

Russ says that this is one of many potential dynamos of any single ordinance much like the water ordinance. Chapter 3 in the Municipal Code governs revenue and finance of the City and that is why it was referred to the Finance Director. If there are necessary modifications to clarify property taxes and how they work, that would be an ordinance brought forward to City Council. Planning Commission does not have jurisdiction. Russ can pass PC concern on to the Finance Director, but he assures Comm. Rice that the Finance Director has reviewed this ordinance.

Rice clarifies that the Finance Director's answer that there was "zero" fiscal impact. What was the answer? What is the need to move forward now as opposed to in a month? Is this something that has time sensitivity to it?

Russ states there was no net change and no significant impact to the fiscal resources to the City. There is some private interest to it from a City perspective, so we want to get it right. If there are concerns that you think affect Chapter 17 in the LMC, I would recommend you wait. Chapter 3 is the Finance and Revenue section of the City and it is under the City Council subcommittee called the Finance Committee that reviews all recommended ordinances that impact that portion of the City. We can delay this if it is important to you.

Rice clarifies that the PC is voting on land use under Chapter 17 and not anything having to do with fiscal impact. Why is fiscal impact part of our discussion when it has nothing to do with what PC is considering?

Russ says the City Manager has directed that whenever there is communication affecting the Municipal Code or change in zoning or amendment to the Comp Plan, Staff must document for information purposes. It is continued to City Council who has a direct job in assessing it.

Motion made by Brauneis to approve Resolution No. 13, Series 2015, seconded by O'Connell. Roll call vote.

Name	Vote
Chris Pritchard	Yes
Jeff Moline	Yes
Ann O'Connell	Yes
Cary Tengler	N/A
Steve Brauneis	Yes
Scott Russell	Yes
Tom Rice	Yes with reservations passed to City Council
Motion passed/failed:	Pass

Motion passes 6-0.

SUBJECT: 2015 STREET RESURFACING PROJECT AND 2015 CONCRETE REPLACEMENT PROJECT

DATE: JUNE 2, 2015

PRESENTED BY: KURT KOWAR, PUBLIC WORKS DEPARTMENT

SUMMARY:

Staff recommends City Council award contracts for the following projects:

- Via Appia resurfacing & related work; total project costs of \$1,951,297.
- Main Street resurfacing and related work; total project costs of \$359,029.
- Miscellaneous concrete work; total project costs of \$67,337.
- 611 Front Street parking lot expansion; total project costs of \$215,000.

Background and Details

On May 6, 2015, the Public Works Department opened bids for the 2015 Street Resurfacing Project. This year's project includes the resurfacing of Via Appia from McCaslin Blvd. to S. Boulder Rd. as the base bid. Additional bid alternates were included for:

Bid Alt 1: McCaslin Blvd. Resurfacing from S. Boulder Rd. to Via Appia

Bid Alt 2: Miscellaneous Large Patches

Bid Alt 3: Main Street Resurfacing from Pine St. to South St. (Pavement Booster)

Bid Alt 4: Jefferson Ave. Reconstruction from Lafayette St. to Short St.

Bid Alt 5: Cherry St. Resurfacing (Fairfield Lane to S. Carter Ct.)

One bid was received from APC Construction Co., LLC (APC) and is as follows:

Base Bid – Via Appia	\$1,559,339.50
Bid Alt 1 – McCaslin Blvd.	\$964,553.50
Bid Alt 2 – Large Patches	\$46,305.75
Bid Alt 3 – Main St. (Pavement Booster)	\$129,955.00
Bid Alt 4 – Jefferson Ave.	\$96,757.50
Bid Alt 5 – Cherry St.	\$147,385.00

On May 15, 2015, bids were due for the 2015 Concrete Replacement Project however no bids were received. Staff extended the due date for bids to May 21, 2015 and allowed contractors to begin work in July of 2015 instead of June as was originally specified. This year's project includes concrete replacement on Via Appia from McCaslin Blvd. to S. Boulder Rd. as the base bid.

Additional bid alternates were included for:

Bid Alt 1: McCaslin Blvd. Concrete Replacement from S. Boulder Rd. to Via Appia

Bid Alt 2: Miscellaneous Concrete Replacement (includes several concrete repairs on Cherry St.)

Bid Alt 3: Parks Concrete Replacement

Bid Alt 4: Jefferson Ave. Concrete Replacement from Lafayette St. to Short St.

SUBJECT: 2015 STREET RESURFACING AND 2015 CONCRETE REPLACEMENT**DATE: JUNE 2, 2015****PAGE 2 OF 6**

Bid Alt 5: Main Street Concrete Replacement from Pine St. to South St. (Pavement Booster)

One bid was received from Noraa Concrete Construction Corp. (Noraa) and is as follows:

Base Bid – Via Appia	\$224,483.00
Bid Alt 1 – McCaslin Blvd.	\$224,291.50
Bid Alt 2 – Miscellaneous	\$48,034.50
Bid Alt 3 – Parks	\$21,177.00
Bid Alt 4 – Jefferson Ave.	\$92,116.50
Bid Alt 5 – Main St. (Pavement Booster)	\$159,594.50

Staff evaluated CIP funds for the projects and suggests the 2015 Street Resurfacing Project scope be limited to the Base Bid – Via Appia plus Bid Alt 3 – Main St (Pavement Booster).

VIA APPIA

Description	Account No.	Expenses	Contractor
Concrete Contract	042-499-55310-04	\$224,483.00	Noraa
Resurfacing Contract	042-499-55310-04	\$1,559,339.50	APC
Soft Costs	042-499-55310-04	\$28,250.00	Other
5% Contingency Concrete	042-499-55310-04	\$11,225.00	Staff
5% Contingency Resurfacing	042-499-55310-04	\$78,000.00	Staff
Crack Seal	042-499-55310-04	\$50,000.00	Other
Total Expenditure	042-499-55310-04	\$1,951,297.50	
Budget	042-499-55310-04	\$1,550,000.00	
Net		(\$401,297.50)	

MAIN ST. (Pavement Booster)

Description	Account No.	Expenses	Contractor
Concrete Contract	042-499-55310-74	\$159,594.50	Noraa
Resurfacing Contract	042-499-55310-74	\$129,955.00	APC
Soft Costs	042-499-55310-74	\$15,000.00	Other
5% Contingency Concrete	042-499-55310-74	\$7,980.00	Staff
5% Contingency	042-499-55310-74	\$6,500.00	Staff

SUBJECT: 2015 STREET RESURFACING AND 2015 CONCRETE REPLACEMENT**DATE: JUNE 2, 2015****PAGE 3 OF 6**

Resurfacing			
Brick Replacement and Leveling	042-499-55310-74	\$40,000.00	Other
*Total Expenditure	042-499-55310-74	\$359,029.50	
Budget	042-499-55310-74	\$220,000.00	
Net		(\$139,029.50)	

*The total cost of concrete and resurfacing of Main St. exceeds the original low bid received in March of this year. Staff contacted the low bid contractor, PLM Asphalt and Concrete Inc., to determine if the contractor would hold their low bid. PLM would not be able to meet the project schedule of early fall construction without adding a 15% escalation to their bid which would exceed the combined cost of Noraa and APC.

BID ALT 2 – Miscellaneous Concrete

Description	Account No.	Expenses	Contractor
Concrete Replacement	042-499-55310-03	\$48,034.50	Noraa
Soft Costs	042-499-55310-03	\$14,500.00	Other
10% Contingency Concrete	042-499-55310-03	\$4,803.00	Staff
Total Expenditure	042-499-55310-03	\$67,337.50	
Budget	042-499-55310-03	\$90,000	
Net		\$22,662.50	

Construction activities on the project are scheduled to commence in mid-July.

Funding needed to include additional Bid Alternates (Construction Costs, 5% Contingency, and Soft Costs) is as follows:

Description	Account No.	Expenses
Bid Alt 1 – McCaslin Blvd. (Resurfacing and Concrete)	042-499-55310-04	\$1,291,120.00
Bid Alt 2 – Large Patches	042-499-55310-04	\$49,316.00
Bid Alt 4 – Jefferson Ave. (Resurfacing and Concrete)	042-499-55310-04	\$201,150.00
Bid Alt 5 – Cherry St.	042-499-55310-04	\$156,965.00

SUBJECT: 2015 STREET RESURFACING AND 2015 CONCRETE REPLACEMENT**DATE: JUNE 2, 2015****PAGE 4 OF 6****PARKING LOT EXPANSION (611 Front St.)**

On March 19, 2015, bids were solicited by staff for the 2015 Parking Lot Expansion Project (611 Front St. south of Lucky Pie / Sweet Cow). This project includes demolition of the existing structure, landscaping, lighting, and pavement construction.

On April 9, 2015 two bids were received and are listed below:

Contractor	Bid
KECI Colorado Inc.	\$238,995.00
Diaz Construction Group	\$276,414.00

Because the bids significantly exceeded the budget for the project, during the April 21, 2015 City Council meeting, Council directed staff to evaluate other options for completing the parking lot expansion. In accord with this direction, staff proposes contract with a demolition company to demolish the building at a cost of approximately \$12,000, and have the Parks and Recreation Department install the landscaping for no more than \$20,000 (and most likely less than that amount). Lighting will be installed by Xcel at a cost of \$45,000. Staff will change order the paving work into the APC Contract and the concrete work into the Noraa Contract; based on the APC and Noraa bids for other work and on staff's estimates for required materials, staff estimates these costs will total \$75,000 and \$40,000 respectively. Thus, anticipated costs are as follows:

Description	Account No.	Expenses	Contractor
Demolition	042-499-55310-75	\$ 12,000.00	Alpine / Ops
Lighting (by Xcel) including lighting addition to existing lot	042-499-55310-75	\$ 45,000.00	Xcel
Landscaping Materials	042-499-55310-75	\$ 20,000.00	Parks Dept.
Concrete	042-499-55310-75	\$ 40,000.00	Noraa
Paving	042-499-55310-75	\$ 75,000.00	APC
* Soft Costs	042-499-55310-75	\$ 12,000.00	Staff
Contingency (5%)	042-499-55310-75	\$ 11,000.00	Staff
Total Expenditure	042-499-55310-75	\$ 215,000.00	
Budget	042-499-55310-75	\$ 100,000.00	
Net		\$ (115,000.00)	

*Soft Costs include engineering, Xcel fees, and materials testing.

SUBJECT: 2015 STREET RESURFACING AND 2015 CONCRETE REPLACEMENT

DATE: JUNE 2, 2015

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FISCAL IMPACT:

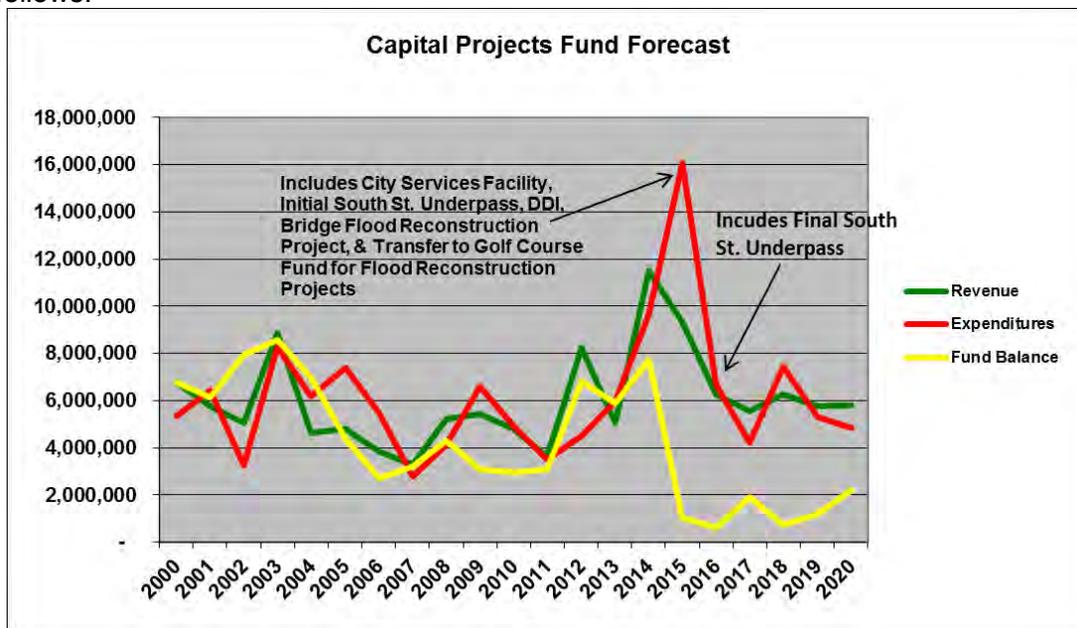
Street Reconstruction (042-499-55310-04)
 Budget \$1,550,000.00
Total Expenses \$1,951,297.50
 Net (-\$401,297.50)

Pavement Booster (042-499-55310-74)
 Budget \$ 220,000.00
Total Expenses \$ 359,029.50
 Net (\$-139,029.50)

Concrete Replacement (042-499-55310-03)
 Budget \$ 90,000.00
Total Expenses \$ 67,338.00
 Net \$ 22,662.50

Surface Parking Expansion (042-499-55310-75)
 Budget \$ 100,000.00
Total Expenses \$ 215,000.00
 Net (\$-115,000.00)

The budget shortfalls noted above will require a budget amendment. The City Manager has incorporated these figures into the most recent Capital Projects Fund Forecast and concluded there is sufficient funding to accommodate such a budget amendment and still fund other high priority projects in 2016 and subsequent years, including increased funding for Street Resurfacing and Pavement Booster programs that reflect anticipated materials requirements and the cost levels reflected in this year's bids. The forecast reflecting the necessary budget amendment and the City Manager's recommended 2016-2020 Capital Improvements Program is as follows:



RECOMMENDATION:

Staff recommends City Council award the 2015 Street Resurfacing Project to APC Construction CO., LLC per their bid of \$1,689,294.50 for Via Appia (\$1,559,339.50) and Main St. (Pavement Booster) (\$129,955.00), authorize staff to execute change orders up to \$84,500.00 (\$78,000 for Via Appia and \$6,500 for Main St) as a project contingency, and authorize the Mayor, Public Works Director and City Clerk to sign and execute contract documents on behalf of the City.

Staff recommends City Council award the 2015 Concrete Replacement Project to Noraa Concrete Construction Corp. per their bid of \$432,112.00 for Via Appia (\$224,483.00), Miscellaneous Concrete (\$48,034.50), and Main St. (Pavement Booster) (\$159,594.50), authorize staff to execute change orders up to \$24,008.00 (\$11,225 for Via Appia, \$4,803 for Miscellaneous Concrete and \$7,980 for Main St.) as a project contingency, and authorize the Mayor, Public Works Director and City Clerk to sign and execute contract documents on behalf of the City.

Staff recommends City Council provide direction to proceed with the Parking Lot Expansion Project as outlined above and approve at a subsequent meeting an additional \$115,000 appropriation for the Parking Lot Expansion Project (611 Front St.). The additional funds will be used to change order the concrete work into the Noraa Contract, change order the paving work into the APC Contract, and to fund the remaining scope elements as specified above.

ATTACHMENT(S):

1. Agreements

AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____ in the year 2015 by and between:

CITY OF LOUISVILLE, COLORADO
(hereinafter called **OWNER**)

and

APC CONSTRUCTION CO. LLC
(hereinafter called **CONTRACTOR**)

OWNES and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows.

ARTICLE 1. WORK

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

PROJECT: 2015 STREET RESRUFACING PROJECT
PROJECT NUMBER: 042-499-55310-04

ARTICLE 2. CONTRACT TIMES

- 2.1 The CONTRACTOR shall substantially complete all work by October 10, 2015 and within **40 Contract Days** after the date when the Contract Time commences to run. The Work shall be completed and ready for final payment in accordance with paragraph 14.13 of the General Conditions within **60 Contract Days** after the date when the Contract Times commence to run. The Contract Times shall commence to run on the day indicated in the Notice to Proceed.
- 2.2 LIQUIDATED DAMAGES. The OWNER and the CONTRACTOR agree and recognize that time is of the essence in this contract and that the OWNER will suffer financial loss if the Work is not substantially complete by the date specified in paragraph 2.1 above, plus any extensions thereof allowed in accordance with the Article 12 of the General Conditions. OWNER and CONTRACTOR also agree that such damages are uncertain in amount and difficult to measure accurately. Accordingly, the OWNER and CONTRACTOR agree that as liquidated damages, and not as a penalty, for delay in performance the CONTRACTOR shall pay the OWNER **ONE THOUSAND DOLLARS (\$1,000)** for each and every **Contract Day** and portion thereof that expires after the time specified above for substantial completion of the Work until the same is finally complete and ready for final payment. The liquidated damages herein specified shall only apply to the CONTRACTOR's delay in performance, and shall not include litigation or attorneys' fees incurred by the OWNER, or other incidental or consequential damages suffered by the OWNER due to the CONTRACTOR's performance. If the OWNER charges liquidated damages to the CONTRACTOR, this shall not preclude the OWNER from commencing an action against the CONTRACTOR for other actual harm resulting from the CONTRACTOR's performance, which is not due to the CONTRACTOR's delay in performance.

ARTICLE 3. CONTRACT PRICE

3.1 The OWNER shall pay in current funds, and the CONTRACTOR agrees to accept in full payment for performance of the Work, subject to additions and deductions from extra and/or omitted work and determinations of actual quantities as provided in the Contract Documents, the Contract Price of one million six hundred eighty nine thousand two hundred ninety four dollars and fifty cents (\$1,689,294.50) as set forth in the Bid Form of the CONTRACTOR dated May 6, 2015.

As provided in paragraph 11.9 of the General Conditions estimated quantities are not guaranteed, and determinations of actual quantities and classification are to be made by ENGINEER as provided in paragraph 9.10 of the General Conditions. Unit prices have been computed as provided in paragraph 11.9 of the General Conditions.

ARTICLE 4. PAYMENT PROCEDURES

CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by OWNER as provided in the General Conditions.

4.1 PROGRESS PAYMENTS. OWNER shall make progress payments on the basis of CONTRACTOR's Applications for Payment as recommended by ENGINEER, on or about the third Wednesday of each month during construction as provided below. All progress payments will be on the basis of the progress of the Unit Price Work based on the number of units completed as provided in the General Conditions.

4.1.1.1 Prior to final completion and acceptance, progress payments will be made in the amount equal to 95 percent of the calculated value of completed Work, and/or 95 percent of materials and equipment not incorporated in the Work (but delivered, suitably stored and accompanied by documentation satisfactory to OWNER as provided in 14.2 of the General Conditions), but in each case, less the aggregate of payments previously made and such less amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with paragraph 14.7 of the General Conditions.

If OWNER finds that satisfactory progress is being made in any phase of the Work, it may, in its discretion and upon written request by the CONTRACTOR, authorize final payment from the withheld percentage to the CONTRACTOR or subcontractors who have completed their work in a manner finally acceptable to the OWNER. Before any such payment may be made, the OWNER must, in an exercise of its discretion, determine that satisfactory and substantial reasons exist for the payment and there must be provided to the OWNER written approval from any surety furnishing bonds for the Work.

Nothing contained in this provision shall preclude the OWNER and CONTRACTOR from making other arrangements consistent with C.R.S. 24-91-105 prior to contract award.

4.2 FINAL PAYMENT. Upon final completion and acceptance of the Work in accordance with paragraph 14.13 of the General Conditions, OWNER shall pay the remainder of the Contract Price as provided in said paragraph 14.13 of the General Conditions.

ARTICLE 5. CONTRACTOR'S REPRESENTATIONS

In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

- 5.1 CONTRACTOR has examined and carefully studied the Contract Documents, (including the Addenda listed in paragraph 6.10) and the other related data identified in the Bidding Documents including "technical".
- 5.2 CONTRACTOR has inspected the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Work.
- 5.3 CONTRACTOR is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress and furnishing of the Work.
- 5.4 CONTRACTOR has carefully studied all reports of exploration and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions relating to surface or subsurface structures at or contiguous to the site (Except Underground facilities) which have been identified in the General Conditions as provided in paragraph 4.2.1 of the General Conditions. CONTRACTOR accepts the determination set forth in paragraph 4.2 of the General Conditions. CONTRACTOR acknowledges that such reports and drawings are not Contract Documents and may not be complete for CONTRACTOR's purposes. CONTRACTOR acknowledges that OWNER and ENGINEER do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to such reports, drawings or to Underground Facilities at or contiguous to the site. CONTRACTOR has conducted, obtained and carefully studied (or assume responsibility for having done so) all necessary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto. CONTRACTOR does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.
- 5.5 CONTRACTOR has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports, studies or similar information or data in respect of said Underground Facilities are or will be required by CONTRACTOR in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraph 4.3 of the General Conditions.
- 5.6 CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the site that relates to the Work as indicated in the Contract Documents.
- 5.7 CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests studies and data with the Contract Documents.

5.8 CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities or discrepancies that CONTRACTOR has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing the Work.

ARTICLE 6. CONTRACT DOCUMENTS

The Contract Documents, which constitute the entire agreement between OWNER and CONTRACTOR concerning the Work, are all written documents, which define the Work and the obligations of the Contractor in performing the Work and the OWNER in providing compensation for the Work. The Contract Documents include the following:

- 6.1 Invitation to Bid.
- 6.2 Instruction to Bidders.
- 6.3 Bid Form.
- 6.4 This Agreement.
- 6.5 General Conditions.
- 6.6 Supplementary Conditions.
- 6.7 General Requirements.
- 6.8 Technical Specifications.
- 6.9 Drawings with each sheet bearing the title: **2015 STREET RESURFACING PROJECT**
- 6.10 Change Orders, Addenda and other documents which may be required or specified including:
 - 6.10.1 Addenda No. 0 to 1 exclusive
 - 6.10.2 Documentation submitted by CONTRACTOR prior to Notice of Award.
 - 6.10.3 Schedule of Subcontractors
 - 6.10.4 Anti-Collusion Affidavit
 - 6.10.5 Certification of EEO Compliance
 - 6.10.6 Notice of Award
 - 6.10.7 Performance Bond
 - 6.10.8 Labor and Material Payment Bond
 - 6.10.9 Certificates of Insurance
 - 6.10.10 Notice to Proceed
 - 6.10.11 Contractor's Proposal Request
 - 6.10.12 Contractor's Overtime Request
 - 6.10.13 Field Order
 - 6.10.14 Work Change Directive
 - 6.10.15 Change Order
 - 6.10.16 Application for Payment
 - 6.10.17 Certificate of Substantial Completion
 - 6.10.18 Claim Release
 - 6.10.19 Final Inspection Report

- 6.10.20 Certificate of Final Completion
- 6.10.21 Guarantee Period Inspection Report

- 6.11 The following which may be delivered or issued after the Effective Date of the Agreement and are attached hereto: All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents pursuant to paragraphs 3.5 and 3.6 of the General Conditions.
- 6.12 In the event of conflict between the above documents, the prevailing document shall be as follows:
 - 1. Permits from other agencies as may be required.
 - 2. Special Provisions and Detail Drawings.
 - 3. Technical Specifications and Drawings. Drawings and Technical Specifications are intended to be complementary. Anything shown or called for in one and omitted in another is binding as if called for or shown by both.
 - 4. Supplementary Conditions.
 - 5. General Conditions.
 - 6. City of Louisville Design and Construction Standards.
 - 7. Reference Specifications.

In case of conflict between prevailing references above, the one having the more stringent requirements shall govern.

There are no Contract Documents other than those listed above in this Article 6. The Contract Documents may only be amended, modified or supplemented as provided in paragraphs 3.5 and 3.6 of the General Conditions.

ARTICLE 7. MISCELLANEOUS

- 7.1 Terms used in this Agreement, which are defined in Article 1 of the General Conditions, shall have the meanings indicated in the General Conditions.
- 7.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge that assignor from any duty or responsibility under the Contract Documents.
- 7.3 OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

ARTICLE 8. OTHER PROVISIONS

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in duplicate. One counterpart each has been delivered to OWNER and CONTRACTOR. All portions of the Contract Documents have been signed, initialed or identified by OWNER and CONTRACTOR.

This Agreement will be effective on _____, 2015.

**OWNER: CITY OF LOUISVILLE,
COLORADO**

CONTRACTOR: _____

By: _____
Robert P. Muckle, Mayor

By: _____

(CORPORATE SEAL)

(CORPORATE SEAL)

Attest: _____
Nancy Varra, City Clerk

Attest: _____

Address for giving notices:

Address for giving notices:

749 Main Street
Louisville, Colorado
80027

Attention: City Engineer

AGREEMENT

THIS AGREEMENT is made and entered into this ___ day of ___ in the year 2015 by and between:

**CITY OF LOUISVILLE, COLORADO
(hereinafter called OWNER)**

and

**Noraa Concrete Construction Corp.
(hereinafter called CONTRACTOR)**

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows.

ARTICLE 1. WORK

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

**PROJECT: 2015 CONCRETE REPLACEMENT PROJECT
PROJECT NUMBER: 042-499-55310-03**

ARTICLE 2. CONTRACT TIMES

- 2.1 The CONTRACTOR shall substantially complete all work by October 2, 2015 and within **45 Contract Days** after the date when the Contract Time commences to run. The Work shall be completed and ready for final payment in accordance with paragraph 14.13 of the General Conditions within **65 Contract Days** after the date when the Contract Times commence to run. The Contract Times shall commence to run on the day indicated in the Notice to Proceed.
- 2.2 LIQUIDATED DAMAGES. The OWNER and the CONTRACTOR agree and recognize that time is of the essence in this contract and that the OWNER will suffer financial loss if the Work is not substantially complete by the date specified in paragraph 2.1 above, plus any extensions thereof allowed in accordance with the Article 12 of the General Conditions. OWNER and CONTRACTOR also agree that such damages are uncertain in amount and difficult to measure accurately. Accordingly, the OWNER and CONTRACTOR agree that as liquidated damages, and not as a penalty, for delay in performance the CONTRACTOR shall pay the OWNER **FOUR HUNDRED DOLLARS (\$400)** for each and every **Contract Day** and portion thereof that expires after the time specified above for substantial completion of the Work until the same is finally complete and ready for final payment. The liquidated damages herein specified shall only apply to the CONTRACTOR's delay in performance, and shall not include litigation or attorneys' fees incurred by the OWNER, or other incidental or consequential damages suffered by the OWNER due to the CONTRACTOR's performance. If the OWNER charges liquidated damages to the CONTRACTOR, this shall not preclude the OWNER from commencing an action against the CONTRACTOR for other actual harm resulting from the CONTRACTOR's performance, which is not due to the CONTRACTOR's delay in performance.

ARTICLE 3. CONTRACT PRICE

- 3.1 The OWNER shall pay in current funds, and the CONTRACTOR agrees to accept in full payment for performance of the Work, subject to additions and deductions from extra and/or omitted work and determinations of actual quantities as provided in the Contract Documents, the Contract Price of four hundred thirty two thousand one hundred twelve dollars and no cents (\$432,112.00) as set forth in the Bid Form of the CONTRACTOR dated May 21, 2015.

As provided in paragraph 11.9 of the General Conditions estimated quantities are not guaranteed, and determinations of actual quantities and classification are to be made by ENGINEER as provided in paragraph 9.10 of the General Conditions. Unit prices have been computed as provided in paragraph 11.9 of the General Conditions.

ARTICLE 4. PAYMENT PROCEDURES

CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by OWNER as provided in the General Conditions.

- 4.1 PROGRESS PAYMENTS. OWNER shall make progress payments on the basis of CONTRACTOR's Applications for Payment as recommended by ENGINEER, on or about the third Wednesday of each month during construction as provided below. All progress payments will be on the basis of the progress of the Unit Price Work based on the number of units completed as provided in the General Conditions.

- 4.1.1.1 Prior to final completion and acceptance, progress payments will be made in the amount equal to 95 percent of the calculated value of completed Work, and/or 95 percent of materials and equipment not incorporated in the Work (but delivered, suitably stored and accompanied by documentation satisfactory to OWNER as provided in 14.2 of the General Conditions), but in each case, less the aggregate of payments previously made and such less amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with paragraph 14.7 of the General Conditions.

If OWNER finds that satisfactory progress is being made in any phase of the Work, it may, in its discretion and upon written request by the CONTRACTOR, authorize final payment from the withheld percentage to the CONTRACTOR or subcontractors who have completed their work in a manner finally acceptable to the OWNER. Before any such payment may be made, the OWNER must, in an exercise of its discretion, determine that satisfactory and substantial reasons exist for the payment and there must be provided to the OWNER written approval from any surety furnishing bonds for the Work.

Nothing contained in this provision shall preclude the OWNER and CONTRACTOR from making other arrangements consistent with C.R.S. 24-91-105 prior to contract award.

- 4.2 FINAL PAYMENT. Upon final completion and acceptance of the Work in accordance with paragraph 14.13 of the General Conditions, OWNER shall pay the remainder of the Contract Price as provided in said paragraph 14.13 of the General Conditions.

ARTICLE 5. CONTRACTOR'S REPRESENTATIONS

In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

- 5.1 CONTRACTOR has examined and carefully studied the Contract Documents, (including the Addenda listed in paragraph 6.10) and the other related data identified in the Bidding Documents including "technical".
- 5.2 CONTRACTOR has inspected the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Work.
- 5.3 CONTRACTOR is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress and furnishing of the Work.
- 5.4 CONTRACTOR has carefully studied all reports of exploration and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions relating to surface or subsurface structures at or contiguous to the site (Except Underground facilities) which have been identified in the General Conditions as provided in paragraph 4.2.1 of the General Conditions. CONTRACTOR accepts the determination set forth in paragraph 4.2 of the General Conditions. CONTRACTOR acknowledges that such reports and drawings are not Contract Documents and may not be complete for CONTRACTOR's purposes. CONTRACTOR acknowledges that OWNER and ENGINEER do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to such reports, drawings or to Underground Facilities at or contiguous to the site. CONTRACTOR has conducted, obtained and carefully studied (or assume responsibility for having done so) all necessary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto. CONTRACTOR does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.
- 5.5 CONTRACTOR has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports, studies or similar information or data in respect of said Underground Facilities are or will be required by CONTRACTOR in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraph 4.3 of the General Conditions.
- 5.6 CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the site that relates to the Work as indicated in the Contract Documents.
- 5.7 CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests studies and data with the Contract Documents.

- 5.8 CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities or discrepancies that CONTRACTOR has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing the Work.

ARTICLE 6. CONTRACT DOCUMENTS

The Contract Documents, which constitute the entire agreement between OWNER and CONTRACTOR concerning the Work, are all written documents, which define the Work and the obligations of the Contractor in performing the Work and the OWNER in providing compensation for the Work. The Contract Documents include the following:

- 6.1 Invitation to Bid.
- 6.2 Instruction to Bidders.
- 6.3 Bid Form.
- 6.4 This Agreement.
- 6.5 General Conditions.
- 6.6 Supplementary Conditions.
- 6.7 General Requirements.
- 6.8 Technical Specifications.
- 6.9 Drawings with each sheet bearing the title: **2015 Concrete Replacement Project.**
- 6.10 Change Orders, Addenda and other documents which may be required or specified including:
 - 6.10.1 Addenda No. 0 to 2 exclusive
 - 6.10.2 Documentation submitted by CONTRACTOR prior to Notice of Award.
 - 6.10.3 Schedule of Subcontractors
 - 6.10.4 Anti-Collusion Affidavit
 - 6.10.5 Certification of EEO Compliance
 - 6.10.6 Notice of Award
 - 6.10.7 Performance Bond
 - 6.10.8 Labor and Material Payment Bond
 - 6.10.9 Certificates of Insurance
 - 6.10.10 Notice to Proceed
 - 6.10.11 Contractor's Proposal Request
 - 6.10.12 Contractor's Overtime Request
 - 6.10.13 Field Order
 - 6.10.14 Work Change Directive
 - 6.10.15 Change Order
 - 6.10.16 Application for Payment
 - 6.10.17 Certificate of Substantial Completion
 - 6.10.18 Claim Release
 - 6.10.19 Final Inspection Report

- 6.10.20 Certificate of Final Completion
- 6.10.21 Guarantee Period Inspection Report

- 6.11 The following which may be delivered or issued after the Effective Date of the Agreement and are attached hereto: All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents pursuant to paragraphs 3.5 and 3.6 of the General Conditions.
- 6.12 In the event of conflict between the above documents, the prevailing document shall be as follows:
 - 1. Permits from other agencies as may be required.
 - 2. Special Provisions and Detail Drawings.
 - 3. Technical Specifications and Drawings. Drawings and Technical Specifications are intended to be complementary. Anything shown or called for in one and omitted in another is binding as if called for or shown by both.
 - 4. Supplementary Conditions.
 - 5. General Conditions.
 - 6. City of Louisville Design and Construction Standards.
 - 7. Reference Specifications.

In case of conflict between prevailing references above, the one having the more stringent requirements shall govern.

There are no Contract Documents other than those listed above in this Article 6. The Contract Documents may only be amended, modified or supplemented as provided in paragraphs 3.5 and 3.6 of the General Conditions.

ARTICLE 7. MISCELLANEOUS

- 7.1 Terms used in this Agreement, which are defined in Article 1 of the General Conditions, shall have the meanings indicated in the General Conditions.
- 7.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge that assignor from any duty or responsibility under the Contract Documents.
- 7.3 OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

ARTICLE 8. OTHER PROVISIONS

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in duplicate. One counterpart each has been delivered to OWNER and CONTRACTOR. All portions of the Contract Documents have been signed, initialed or identified by OWNER and CONTRACTOR.

This Agreement will be effective on _____, 2015.

**OWNER: CITY OF LOUISVILLE,
COLORADO**

CONTRACTOR: _____

By: _____
Robert P. Muckle, Mayor

By: _____

(CORPORATE SEAL)

(CORPORATE SEAL)

Attest: _____
Nancy Varra, City Clerk

Attest: _____

Address for giving notices:

Address for giving notices:

749 Main Street
Louisville, Colorado
80027

Attention: City Engineer

**SUBJECT: CONSTRUCTION SERVICES AGREEMENT WITH GLACIER
CONSTRUCTION COMPANY FOR THE ELDORADO SPRINGS
RAW WATER INTAKE**

DATE: JUNE 2, 2015

PRESENTED BY: KURT KOWAR, PUBLIC WORKS DIRECTOR

SUMMARY:

The City operates and maintains a raw water pipeline that serves as the primary conveyance facility for the City's water supply. The pipeline and intake facility were constructed in the 1950s and divert water from South Boulder Creek through the intake structure near Eldorado Springs. During the September 2013 flood, the intake structure and nearby support facilities sustained damage requiring temporary emergency repairs to restore operational function.

In 2014, the City hired Merrick and Company (Merrick) to evaluate the existing facilities and design a permanent repair of the flood damage. The destroyed intake building will be moved from the floodway and brought into compliance with current building standards. In addition, the proposed project will improve operations by eliminating many of the staff intensive manual adjustments and cleaning that are performed on a daily basis. Design elements will reduce the amount of sediment and debris that enters the system, improve flow measurement accuracy and prevent freezing and icing within the intake channel.

The City advertised for construction services in May of 2015 and received bids from 3 contractors. The bids were reviewed by Public Works staff as well as Merrick. Based on the qualifications and the second lowest bid, staff recommends award to Glacier Construction Company (Glacier). Glacier has a proven track record on projects of this size and complexity, as well as experience with all aspects of this scope. Colt & Steel, the low bidder, has been in business since October of 2013 and demonstrated only one project of similar size. Additionally, the low bidder did not demonstrate any previous projects of similar complexity that would involve all elements included in the scope of this agreement. Given the complexity of this project and the fact that construction work must be of the highest quality to be resilient to future flood events in South Boulder Creek, staff recommends a more experienced and qualified contractor. A summary of the bids is listed below.

COMPANY	RAW WATER INTAKE ESTIMATE OF FEES
Colt and Steel	\$1,216,401
Glacier	\$1,359,526
Dietzler	\$1,382,540

Staff recommends approving a contract with Glacier in the amount of \$1,361,526 for reconstruction of the raw water intake in Eldorado Springs with a contingency of \$136,000 (10%) for a total construction cost of \$1,497,526. The contract amount is higher than Glacier’s base bid by \$2,000 because one bid alternate item is included.

FISCAL IMPACT:

Funding for this project is included in the 2015 budget in the capital improvements project Eldorado Intake - Flood Recons, account number 051-498-55840-80, in the amount of \$750,000. This budget will be amended to reflect the gross project cost estimate of \$1,804,321. Additionally, staff has applied for several grants, with \$337,125 in grant funds received so far. Staff anticipates that if the remaining grants are successfully awarded, the majority of the project costs could be covered with grant funding. Reimbursement from FEMA and the State of Colorado is also expected, but the amount of eligible funding has not been finalized. The latest utility rate financial planning included a \$1,000,000 net contribution from the City for the intake project. Any additional funding received will reduce rate impact staff is currently planning for.

Merrick’s Design Contract	\$ 65,795
Merrick’s Design Contract Addendum No. 1	\$ 41,000
<i>(Pending) Merrick’s Design Contract Addendum No. 2</i>	\$ 45,000
Merrick’s Construction Management Contract	\$ 125,000
<i>(Pending) Browns Hill Instrumentation Contract</i>	\$ 30,000
Glacier Construction Cost	\$ 1,361,526
Construction Contingency	\$ 136,000
Total Project Cost	\$ 1,804,321
Insurance Payment	\$ 67,120
Colorado Water Conservation Board Grant	\$ 25,000
State of Colorado Contribution	\$ 312,125
<i>(Pending) Colorado Water Conservation Board Grant</i>	\$ 20,000
<i>(Pending) Community Development Block Grant Estimate</i>	\$ 500,000
<i>(Pending) FEMA Contribution Estimate</i>	\$ 250,000
Total Projected Grants and Other Resources	\$ 1,174,245
City of Louisville’s Estimated Net Contribution	\$ 630,076

SUBJECT: ELDORADO SPRINGS RAW WATER INTAKE

DATE: JUNE 2, 2015

PAGE 3 OF 3

RECOMMENDATION:

Staff recommends City Council award Glacier Construction Company the Eldorado Spring Raw Water Intake Project in the amount of \$1,361,526 and authorize staff to contract addenda up to \$136,000 for additional work and project contingency, as well as authorize the Mayor and City Clerk to sign and execute the contract documents on behalf of the City, all subject to the requirement that the notice of award and contract not be issued or signed until after the completion of a FEMA Project Worksheet and all other related documents to the satisfaction of all grant provisions. If the project is awarded prior the completion of these documents, the City will not be eligible for the Community Development Block Grant.

ATTACHMENT(S):

1. Agreement
2. Merrick Contractor Recommendation

AGREEMENT

THIS AGREEMENT is made and entered into this ___ day of _____ in the year 2015 by and between:

CITY OF LOUISVILLE, COLORADO
(hereinafter called OWNER)

and

Glacier Construction Company
(hereinafter called CONTRACTOR)

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows.

ARTICLE 1. WORK

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

PROJECT: RAW WATER DIVERSION IMPROVEMENTS
PROJECT NUMBER: 051-498-55840-80

ARTICLE 2. CONTRACT TIMES

- 2.1 The CONTRACTOR shall substantially complete all work within **160 Contract Days** after the date when the Contract Time commences to run. The Work shall be completed and ready for final payment in accordance with paragraph 14.13 of the General Conditions within **180 Contract Days** after the date when the Contract Times commence to run. The Contract Times shall commence to run on the day indicated in the Notice to Proceed.
- 2.2 LIQUIDATED DAMAGES. The OWNER and the CONTRACTOR agree and recognize that time is of the essence in this contract and that the OWNER will suffer financial loss if the Work is not substantially complete by the date specified in paragraph 2.1 above, plus any extensions thereof allowed in accordance with the Article 12 of the General Conditions. OWNER and CONTRACTOR also agree that such damages are uncertain in amount and difficult to measure accurately. Accordingly, the OWNER and CONTRACTOR agree that as liquidated damages, and not as a penalty, for delay in performance the CONTRACTOR shall pay the OWNER **FIVE HUNDRED DOLLARS (\$500)** for each and every **Contract Day** and portion thereof that expires after the time specified above for substantial completion of the Work until the same is finally complete and ready for final payment. The liquidated damages herein specified shall only apply to the CONTRACTOR's delay in performance, and shall not include litigation or attorneys' fees incurred by the OWNER, or other incidental or consequential damages suffered by the OWNER due to the CONTRACTOR's performance. If the OWNER charges liquidated damages to the CONTRACTOR, this shall not preclude the OWNER from commencing an action against the CONTRACTOR for other actual harm resulting from the CONTRACTOR's performance, which is not due to the CONTRACTOR's delay in performance.

ARTICLE 3. CONTRACT PRICE

- 3.1 The OWNER shall pay in current funds, and the CONTRACTOR agrees to accept in full payment for performance of the Work, subject to additions and deductions from extra and/or omitted work and determinations of actual quantities as provided in the Contract Documents, the Contract Price of “one million three hundred and sixty one thousand five hundred and twenty six dollars” (\$1,361,526.00) as set forth in the Bid Form of the CONTRACTOR dated May 27, 2015.

As provided in paragraph 11.9 of the General Conditions estimated quantities are not guaranteed, and determinations of actual quantities and classification are to be made by ENGINEER as provided in paragraph 9.10 of the General Conditions. Unit prices have been computed as provided in paragraph 11.9 of the General Conditions.

ARTICLE 4. PAYMENT PROCEDURES

CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by OWNER as provided in the General Conditions.

- 4.1 PROGRESS PAYMENTS. OWNER shall make progress payments on the basis of CONTRACTOR's Applications for Payment as recommended by ENGINEER, on or about the third Wednesday of each month during construction as provided below. All progress payments will be on the basis of the progress of the Unit Price Work based on the number of units completed as provided in the General Conditions.

- 4.1.1.1 Prior to final completion and acceptance, progress payments will be made in the amount equal to 95 percent of the calculated value of completed Work, and/or 95 percent of materials and equipment not incorporated in the Work (but delivered, suitably stored and accompanied by documentation satisfactory to OWNER as provided in 14.2 of the General Conditions), but in each case, less the aggregate of payments previously made and such less amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with paragraph 14.7 of the General Conditions.

If OWNER finds that satisfactory progress is being made in any phase of the Work, it may, in its discretion and upon written request by the CONTRACTOR, authorize final payment from the withheld percentage to the CONTRACTOR or subcontractors who have completed their work in a manner finally acceptable to the OWNER. Before any such payment may be made, the OWNER must, in an exercise of its discretion, determine that satisfactory and substantial reasons exist for the payment and there must be provided to the OWNER written approval from any surety furnishing bonds for the Work.

Nothing contained in this provision shall preclude the OWNER and CONTRACTOR from making other arrangements consistent with C.R.S. 24-91-105 prior to contract award.

- 4.2 FINAL PAYMENT. Upon final completion and acceptance of the Work in accordance with paragraph 14.13 of the General Conditions, OWNER shall pay the remainder of the Contract Price as provided in said paragraph 14.13 of the General Conditions.

ARTICLE 5. CONTRACTOR'S REPRESENTATIONS

In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

- 5.1 CONTRACTOR has examined and carefully studied the Contract Documents, (including the Addenda listed in paragraph 6.10) and the other related data identified in the Bidding Documents including "technical".
- 5.2 CONTRACTOR has inspected the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Work.
- 5.3 CONTRACTOR is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress and furnishing of the Work.
- 5.4 CONTRACTOR has carefully studied all reports of exploration and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions relating to surface or subsurface structures at or contiguous to the site (Except Underground facilities) which have been identified in the General Conditions as provided in paragraph 4.2.1 of the General Conditions. CONTRACTOR accepts the determination set forth in paragraph 4.2 of the General Conditions. CONTRACTOR acknowledges that such reports and drawings are not Contract Documents and may not be complete for CONTRACTOR's purposes. CONTRACTOR acknowledges that OWNER and ENGINEER do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to such reports, drawings or to Underground Facilities at or contiguous to the site. CONTRACTOR has conducted, obtained and carefully studied (or assume responsibility for having done so) all necessary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto. CONTRACTOR does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.
- 5.5 CONTRACTOR has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports, studies or similar information or data in respect of said Underground Facilities are or will be required by CONTRACTOR in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraph 4.3 of the General Conditions.
- 5.6 CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the site that relates to the Work as indicated in the Contract Documents.
- 5.7 CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the site, reports and drawings identified in the Contract

Documents and all additional examinations, investigations, explorations, tests studies and data with the Contract Documents.

- 5.8 CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities or discrepancies that CONTRACTOR has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing the Work.

ARTICLE 6. CONTRACT DOCUMENTS

The Contract Documents, which constitute the entire agreement between OWNER and CONTRACTOR concerning the Work, are all written documents, which define the Work and the obligations of the Contractor in performing the Work and the OWNER in providing compensation for the Work. The Contract Documents include the following:

- 6.1 Invitation to Bid.
- 6.2 Instruction to Bidders.
- 6.3 Bid Form.
- 6.4 This Agreement.
- 6.5 General Conditions.
- 6.6 Supplementary Conditions.
- 6.7 General Requirements.
- 6.8 Technical Specifications.
- 6.9 Drawings with each sheet bearing the title: **RAW WATER DIVERSION IMPROVEMENTS**
- 6.10 Change Orders, Addenda and other documents which may be required or specified including:
 - 6.10.1 Addenda No. __ to __ exclusive
 - 6.10.2 Documentation submitted by CONTRACTOR prior to Notice of Award.
 - 6.10.3 Schedule of Subcontractors
 - 6.10.4 Anti-Collusion Affidavit
 - 6.10.5 Certification of EEO Compliance
 - 6.10.6 Notice of Award
 - 6.10.7 Performance Bond
 - 6.10.8 Labor and Material Payment Bond
 - 6.10.9 Certificates of Insurance
 - 6.10.10 Notice to Proceed
 - 6.10.11 Contractor's Proposal Request
 - 6.10.12 Contractor's Overtime Request
 - 6.10.13 Field Order
 - 6.10.14 Work Change Directive
 - 6.10.15 Change Order
 - 6.10.16 Application for Payment
 - 6.10.17 Certificate of Substantial Completion

- 6.10.18 Claim Release
- 6.10.19 Final Inspection Report
- 6.10.20 Certificate of Final Completion
- 6.10.21 Guarantee Period Inspection Report
- 6.10.22 Federal Construction Contract Provisions, Certification and Attachments

6.11 The following which may be delivered or issued after the Effective Date of the Agreement and are attached hereto: All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents pursuant to paragraphs 3.5 and 3.6 of the General Conditions.

6.12 In the event of conflict between the above documents, the prevailing document shall be as follows:

1. Permits from other agencies as may be required.
2. Special Provisions and Detail Drawings.
3. Technical Specifications and Drawings. Drawings and Technical Specifications are intended to be complementary. Anything shown or called for in one and omitted in another is binding as if called for or shown by both.
4. Supplementary Conditions.
5. General Conditions.
6. City of Louisville Design and Construction Standards.
7. Reference Specifications.

In case of conflict between prevailing references above, the one having the more stringent requirements shall govern. In all cases, all federal requirements and contract provisions shall be met and complied with.

There are no Contract Documents other than those listed above in this Article 6. The Contract Documents may only be amended, modified or supplemented as provided in paragraphs 3.5 and 3.6 of the General Conditions.

ARTICLE 7. MISCELLANEOUS

7.1 Terms used in this Agreement, which are defined in Article 1 of the General Conditions, shall have the meanings indicated in the General Conditions.

7.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge that assignor from any duty or responsibility under the Contract Documents.

7.3 OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal

representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

ARTICLE 8. OTHER PROVISIONS

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in duplicate. One counterpart each has been delivered to OWNER and CONTRACTOR. All portions of the Contract Documents have been signed, initialed or identified by OWNER and CONTRACTOR.

This Agreement will be effective on _____, 2015.

**OWNER: CITY OF LOUISVILLE,
COLORADO**

CONTRACTOR: Glacier Construction Company

By: _____
Robert P. Muckle, Mayor

By: _____

(CORPORATE SEAL)

(CORPORATE SEAL)

Attest: _____
Nancy Varra, City Clerk

Attest: _____

Address for giving notices:

Address for giving notices:

749 Main Street
Louisville, Colorado
80027

Attention: City Engineer

May 28, 2015

Merrick-McLaughlin Water Engineers, Ltd.
2420 Alcott Street
Denver, Colorado 80211
Tel: +1 303-964-3333
Fax: +1 303-964-3355

Mr. Dmitry Tepo
City of Louisville
749 Main Street
Louisville, Colorado 80027

www.merrick.com

**RE: Raw Water Diversion Improvements
Evaluation of Low Bidder Colt and Steel Corporation**

Dear Mr. Tepo:

Colt and Steel Corporation submitted the low bid for the Raw Water Intake rehabilitation project. The City found an error in Colt and Steel's proposal—a unit price item was not calculated correctly, resulting in the bid being greater than submitted. However, once the corrected amount was calculated, Colt and Steel was still the low bidder. It is worth noting Colt and Steel's itemized costs were substantially different than the other two bidders.

My initial concern was this company was only established in October of 2013 and therefore has a very limited track record. Of the projects listed in its Statement of Qualifications, only one, the Town of Jamestown Emergency Stream Restoration Project, was relevant in both cost and type of work to Louisville's Intake project. The founders and employees of the company have had more experience with previous construction companies.

I spoke with Tara Schoedinger, the mayor of Jamestown. She was very pleased with the contractor and the work performed, noting that Colt and Steel was easy to work with, fair and had their documents in order—including some difficult federal funding pay applications. Ms. Schoedinger called the work "great" and "beautiful".

Graeme Aggett was the design engineer for the Jamestown project. He too was satisfied with Colt and Steel's work, noting they were collaborative, flexible and professional. Graeme noted the project was very stressful due to the flood's aftermath and the need to complete the restoration work quickly. There was a lot of large rock placement and re-shaping of the channel—but no grouting, anchoring of boulders or concrete work was involved in this project. Graeme said Colt and Steele has a very skilled operator, and they did a good job with the coffer dam work.

I also spoke with Todd Burke, founder of Colt and Steel. During our discussion he noted the following:

- He anticipates completing the work in 90 days
- They do have some experience anchoring boulders
- Colt and Steel has worked on FEMA projects and is familiar with re-imbursement requirements
- They have the capability to do all the work in-house, although they will use a sub-contractor for concrete work and would like to reserve the right to hire other sub-contractors, depending on the work
- They are familiar with pipe fitting and installing buried pipe

Todd had previously worked briefly with Paramount Construction. This company is now out of business, but we have worked with this contractor in the past and always considered it to be among the upper tier of contractors that perform municipal water and wastewater type work. I spoke with two people who were in senior positions when Todd worked there, to ask about Todd Burke. Neither chose to provide any meaningful information.

Glacier Construction was second to the low bidder. Glacier is very well respected and more than capable of performing the work for this contract. Glacier's track record dates back to 1997, with the majority of its work in municipal type projects, and specifically in water and wastewater. Per Glacier's Statement of Qualifications, they have constructed several in-river projects, and many others where a portion of the work was performed within a waterway.

When including the alternate bid items, most of which would be desirable to include, Glacier is approximately \$90,000 more than Colt and Steel, or roughly 7% of the total bid price.

This is a very difficult decision to make. For a project of this magnitude, complexity and importance, where there really is no second chance to get the in-river work done right, my recommendation would be to hire a proven contractor. Glacier is a proven contractor and worth the extra cost. I recommend the City of Louisville hire Glacier Construction for this project.

Please contact me if you would like to discuss this in greater detail.

Very truly yours,

McLaughlin Water Engineers
A Division of Merrick & Company



Alex Gorsevski, P.E.

**SUBJECT: ORDINANCE NO. 1695, SERIES 2015 - AN ORDINANCE
APPROVING A LEASE PURCHASE AGREEMENT WITH ALPINE
BANK FOR 145.89 KILOWATT CAPACITY OF COMMUNITY
SOLAR WITH CLEAN ENERGY COLLECTIVE - 1st Reading –
Set Public Hearing 07/14/2015**

DATE: JUNE 2, 2014

PRESENTED BY: KURT KOWAR, PUBLIC WORKS

SUMMARY:

On June 3, 2014, Clean Energy Collection presented a proposal for an investment in community solar panels to the City Council. The proposal from Clean Energy Collective provided for a lease purchase agreement for community solar capacity in the amount of 198,575 watts. The proposal was based upon a return on investment for electricity usage at the Sid Copeland Water Treatment Facility and Louisville Sports Complex that experience peaking factors that escalate average monthly bill costs. City Council directed staff to place a deposit to reserve capacity in the community solar project and work with CEC to finalize the details of a lease purchase agreement.

On June 9, 2014, Staff reserved 145.935 kilowatts of community solar capacity with a fully refundable deposit of \$49,617.90. Finance staff performed additional due diligence through review of this type of agreement with a similar municipality in the Denver area and issued a request for proposals (RFP) for lending agencies to respond to a tax exempt lease purchase financing instrument. Alpine Bank was the sole respondent to the RFP.

Staff, Clean Energy Collective, and Alpine Bank have since cooperatively worked to draft a blended traditional and tax exempt lease purchase agreement for the community solar. The proposed agreement provides for a lease purchase of 606 solar panels representing 145.89 kilowatts of capacity with an initial estimated annual output of 245,686 kilowatt-hours of energy.

The blended proposal represents non tax exempt financing at a rate of 4.75% until April 24, 2018. After this date, the City may through written communication request a tax exempt rate at 3.50%. The total estimated lease payments are \$678,449. The estimated credits resulting from this lease, based on \$908,386 in bill credits and \$401,947 in Renewable Energy Credits, total \$1,310,332. This results in a net reduction in the City's costs for electricity over a 20 year life cycle of \$631,883.

Staff has reviewed solar panel production efficiencies and power bill escalators used to estimate the financial proposal provided by Clean Energy Collective and believes the assumptions to be reasonably accurate. Accordingly, staff recommends City Council approve the attached lease with Alpine Bank.

SUBJECT: ORDINANCE NO. 1695, SERIES 2015

DATE: JUNE 2, 2015

PAGE 2 OF 2

FISCAL IMPACT:

Staff estimates the proposed \$678,449 lease for 606 solar panels will provide a net reduction in costs for electricity ranging from \$6,265 to \$82,433 per year dependent on the amortization terms and year, and total savings over a 20 year life cycle of \$631,883.

RECOMMENDATION:

Approve Ordinance No. 1695, Series 2015 on first reading, send out for publication and set public hearing.

ATTACHMENT(S):

1. Clean Energy Collective Proposal
2. Clean Energy Collective Lease
3. Ordinance No. 1695, Series 2015



March 9, 2015 Updated

City of Louisville
 Attn: Kurt Kowar / Director of Public Works
 Louisville, CO

Clean Energy Collective (CEC) is pleased to present the City of Louisville, CO with the opportunity to own solar panels in our community-owned solar array for Xcel Energy's Solar*Rewards Community program. You are currently spending \$0.4974 per kWh on premise #301265149 / 1200 Courtesy and \$0.1214 per kWh on premise #300885655 / 2000 Washington Ave. before a CEC purchase. The **estimated** blended on-bill credit and REC combined equals \$0.2171 per kWh produced with our program. Your 12 month electrical usage was 39,840 kWh with a total electric expense of \$19,814.66 for premise # 301265149 / 1200 Courtesy and 337,754 kWh with a total electric expense of \$46,046.48 for premise # 300885655 / 2000 Washington Ave. Below represents offsetting 100% of your electric usage for premise #301265149 and 49% offset of premise #300885655 or 164,983 kWh. Your system payback is **estimated** between year 8 and 9.

The information below is based on premise #301265149 / 1200 Courtesy & #300885655 / 2000 Washington Avenue the numbers were blended to reflect the attached spreadsheet A.

System Size		
Panel Size (watts)	Panels	Watts
235	621	145,935
System Price		
	Per Watt	Total
Gross Price	\$5.29	\$771,371
30% Discount		
From Federal Tax Credit	(\$1.59)	(\$231,411)
CEC Discount	(\$0.30)	(\$43,781)
Net Purchase Price	\$3.40	\$496,179

Year 1	
Bill Credits	\$31,139
REC Payments	\$21,998
Total Savings	\$53,137
First Year Payback	10.7%
First 20 Years	
Bill Credits	\$908,386
REC Payments	\$401,947
Total Savings	\$1,310,332
Savings vs. Purchase Price	\$814,153
20 Year ROI	164%
50 Years	
Bill Credits	\$5,022,870
REC Payments	\$401,947
Total Savings	\$5,424,816
Savings vs. Purchase Price	\$4,928,637
50 Year ROI	993%
50 Year Environmental Benefits	
CO2 Avoided (lbs)	18,382,597
Car Travel Avoided (miles)	20,843,996
Trees Planted	28,353

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The information contained in this proposal has been prepared in good faith. All figures herein are only estimates of future costs, production and savings. Actual performance will vary. Clean Energy Collective bears no responsibility for variations between its projections and the actual realized performance. This proposal should not be considered as investment or tax advice, nor is it the offering of a financial instrument or security. Consult your accountant about any possible tax implications related to this proposal. Projected bill credit savings estimates assume 4.8% annual electricity price inflation.



Bill Credit Escalator/Inflation	20 Year IRR	50 Year IRR
4.80%	10.65%	12.71%
Discount Rate	20 Year NPV	50 Year NPV
4.00%	\$353,653	\$1,263,580

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ESTIMATED POWER PRODUCTION AND SAVINGS								
Bill Credit Escalator		4.80%				Panels	621	
Bill Credit Rate		\$0.12740				Watts	145,935	
Class of Service		SG/PG - Custom				Net Purchase Price	\$496,179	
						50 Year ROI	993%	
Year	Annual kWh	Credit Rate	Est. Bill Credits	Est. REC Payments Credits	Est. Total Savings	O&M Expense	Total Est. Savings	Cumulative Savings
1	244,420	\$0.12740	\$31,139	\$21,998	\$53,137	\$0	\$53,137	\$53,137
2	241,963	\$0.13352	\$32,306	\$21,777	\$54,082	\$0	\$54,082	\$107,219
3	239,505	\$0.13992	\$33,512	\$21,555	\$55,068	\$0	\$55,068	\$162,287
4	237,047	\$0.14664	\$34,761	\$21,334	\$56,095	\$0	\$56,095	\$218,382
5	234,590	\$0.15368	\$36,052	\$21,113	\$57,165	\$0	\$57,165	\$275,547
6	232,132	\$0.16106	\$37,386	\$20,892	\$58,278	\$0	\$58,278	\$333,825
7	229,675	\$0.16879	\$38,766	\$20,671	\$59,437	\$0	\$59,437	\$393,262
8	227,217	\$0.17689	\$40,192	\$20,450	\$60,642	\$0	\$60,642	\$453,903
9	224,760	\$0.18538	\$41,666	\$20,228	\$61,894	\$0	\$61,894	\$515,797
10	222,302	\$0.19428	\$43,188	\$20,007	\$63,195	\$0	\$63,195	\$578,993
11	220,656	\$0.20360	\$44,926	\$19,859	\$64,785	\$0	\$64,785	\$643,778
12	219,009	\$0.21338	\$46,731	\$19,711	\$66,442	\$0	\$66,442	\$710,219
13	217,363	\$0.22362	\$48,606	\$19,563	\$68,169	\$0	\$68,169	\$778,388
14	215,716	\$0.23435	\$50,553	\$19,414	\$69,968	\$0	\$69,968	\$848,356
15	214,069	\$0.24560	\$52,575	\$19,266	\$71,842	\$0	\$71,842	\$920,197
16	212,423	\$0.25739	\$54,675	\$19,118	\$73,793	\$0	\$73,793	\$993,990
17	210,776	\$0.26974	\$56,855	\$18,970	\$75,825	\$0	\$75,825	\$1,069,816
18	209,130	\$0.28269	\$59,119	\$18,822	\$77,941	\$0	\$77,941	\$1,147,756
19	207,483	\$0.29626	\$61,469	\$18,673	\$80,142	\$0	\$80,142	\$1,227,899
20	205,837	\$0.31048	\$63,908	\$18,525	\$82,433	\$0	\$82,433	\$1,310,332
Yrs 1-20	4,466,073		\$908,386	\$401,947	\$1,310,332	\$0	\$1,310,332	\$1,310,332
Yrs 21-50	5,919,576		\$4,114,484	\$0	\$4,114,484	\$0	\$4,114,484	\$5,424,816
Total	10,385,648		\$5,022,870	\$64,726	\$5,424,816	\$0	\$5,424,816	

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ZERO DOWN FINANCING WITH A 15 YEAR TABOR VARIABLE RATE LEASE

LEASE Terms & Repayment				Capital Deployed	
\$496,179	Purchase Price	Int Rate Yrs 1-3.5	4.75%	Down Payment	\$0
\$0	Down Payment 0%	Int Rate Yrs 3.5-15	3.50%	Net Cash Generated	\$631,882
\$510,000	Amount to Finance**	Term (years)	15	Net Gain on Purchase	\$631,882

**Est w/origination and legal

Panels 621
Watts 145,935
Net Purchase Price \$496,179

ESTIMATED CASH FLOW WITH A 15 YEAR LEASE

Year	Est. Bill Credits	Est. REC Payments	Est. Total Savings Generated	Lease Payment	Net Cash Flow	Cumulative Net Cash Flow
1/7mths	\$31,139	\$21,998	\$53,137	(\$27,893.46)	\$25,243	\$25,243
2	\$32,306	\$21,777	\$54,082	(\$47,817.36)	\$6,265	\$31,508
3	\$33,512	\$21,555	\$55,068	(\$47,817.36)	\$7,251	\$38,759
4	\$34,761	\$21,334	\$56,095	(\$45,930.72)	\$10,164	\$48,923
5	\$36,052	\$21,113	\$57,165	(\$44,583.12)	\$12,582	\$61,505
6	\$37,386	\$20,892	\$58,278	(\$44,583.12)	\$13,695	\$75,200
7	\$38,766	\$20,671	\$59,437	(\$44,583.12)	\$14,854	\$90,053
8	\$40,192	\$20,450	\$60,642	(\$44,583.12)	\$16,058	\$106,112
9	\$41,666	\$20,228	\$61,894	(\$44,583.12)	\$17,311	\$123,423
10	\$43,188	\$20,007	\$63,195	(\$44,583.12)	\$18,612	\$142,035
11	\$44,926	\$19,859	\$64,785	(\$44,583.12)	\$20,202	\$162,237
12	\$46,731	\$19,711	\$66,442	(\$44,583.12)	\$21,859	\$184,096
13	\$48,606	\$19,563	\$68,169	(\$44,583.12)	\$23,585	\$207,681
14	\$50,553	\$19,414	\$69,968	(\$44,583.12)	\$25,384	\$233,065
15	\$52,575	\$19,266	\$71,842	(\$44,583.12)	\$27,258	\$260,324
16/5mths	\$54,675	\$19,118	\$73,793	(\$18,576.71)	\$55,216	\$315,540
17	\$56,855	\$18,970	\$75,825	\$0.00	\$75,825	\$391,366
18	\$59,119	\$18,822	\$77,941	\$0.00	\$77,941	\$469,306
19	\$61,469	\$18,673	\$80,142	\$0.00	\$80,142	\$549,449
20	\$63,908	\$18,525	\$82,433	\$0.00	\$82,433	\$631,882
Total	\$908,386	\$401,947	\$1,310,332	(\$678,449.93)	\$631,882	

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ZERO DOWN FINANCING WITH A 15 YEAR TABOR LEASE 4.75 % FIXED RATE

LEASE Terms & Repayment				Capital Deployed	
\$496,179	Purchase Price	Int Rate Yrs 1-15	4.75%	Down Payment	\$0
\$0	Down Payment 0%			Net Cash Generated	\$593,072
\$510,000	Amount to Finance**	Term (years)	15	Net Gain on Purchase	\$593,072

**Est w/origination and legal

Panels 621
Watts 145,935
Net Purchase Price \$496,179

ESTIMATED CASH FLOW WITH A 15 YEAR LEASE

Year	Est. Bill Credits	Est. REC Payments	Est. Total Savings Generated	Lease Payment	Net Cash Flow	Cumulative Net Cash Flow
1/7mths	\$31,139	\$21,998	\$53,137	(\$27,893.46)	\$25,243	\$25,243
2	\$32,306	\$21,777	\$54,082	(\$47,817.36)	\$6,265	\$31,508
3	\$33,512	\$21,555	\$55,068	(\$47,817.36)	\$7,251	\$38,759
4	\$34,761	\$21,334	\$56,095	(\$47,817.36)	\$8,278	\$47,037
5	\$36,052	\$21,113	\$57,165	(\$47,817.36)	\$9,347	\$56,384
6	\$37,386	\$20,892	\$58,278	(\$47,817.36)	\$10,461	\$66,845
7	\$38,766	\$20,671	\$59,437	(\$47,817.36)	\$11,619	\$78,464
8	\$40,192	\$20,450	\$60,642	(\$47,817.36)	\$12,824	\$91,288
9	\$41,666	\$20,228	\$61,894	(\$47,817.36)	\$14,077	\$105,365
10	\$43,188	\$20,007	\$63,195	(\$47,817.36)	\$15,378	\$120,743
11	\$44,926	\$19,859	\$64,785	(\$47,817.36)	\$16,968	\$137,710
12	\$46,731	\$19,711	\$66,442	(\$47,817.36)	\$18,625	\$156,335
13	\$48,606	\$19,563	\$68,169	(\$47,817.36)	\$20,351	\$176,686
14	\$50,553	\$19,414	\$69,968	(\$47,817.36)	\$22,150	\$198,836
15	\$52,575	\$19,266	\$71,842	(\$47,817.36)	\$24,024	\$222,861
16/5mths	\$54,675	\$19,118	\$73,793	(\$19,923.90)	\$53,869	\$276,730
17	\$56,855	\$18,970	\$75,825	\$0.00	\$75,825	\$352,555
18	\$59,119	\$18,822	\$77,941	\$0.00	\$77,941	\$430,496
19	\$61,469	\$18,673	\$80,142	\$0.00	\$80,142	\$510,638
20	\$63,908	\$18,525	\$82,433	\$0.00	\$82,433	\$593,072
Total	\$908,386	\$401,947	\$1,310,332	(\$717,260.40)	\$593,072	

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The information contained in this proposal has been prepared in good faith. All figures herein are only estimates of future costs, production and savings. Actual performance will vary. Clean Energy Collective bears no responsibility for variations between its projections and the actual realized performance. This proposal should not be considered as investment or tax advice, nor is it the offering of a financial instrument or security. Consult your accountant about any possible tax implications related to this proposal. Projected bill credit savings estimates assume 4.8% annual electricity price inflation.



How the Xcel Energy Solar*Rewards Community Program Works

Xcel Energy's Solar*Rewards Community Program provides Xcel Energy customers with the opportunity to purchase solar power from a number of community-owned solar facilities being built by Clean Energy Collective. The solar arrays are established by County and are designated to serve only those customers physically located within the county boundaries.

CEC has 12 approved solar facilities in the following counties; Denver (3), Jefferson (2), Boulder (1), Summit (2), County TBD (3) and Arapahoe (1). Each of the solar arrays is progressing through a series of engineering and interconnection activities to determine optimal build characteristics and to establish the construction schedules.

The credit rates are tied to the retail rate charged by class and will rise and fall with Xcel Energy's retail rates, providing energy inflation protection for solar array customers. There are no caps on the credit rates.

Monthly Bill Credits

Xcel Energy will calculate the amount of kWh's attributable to each customer in the solar array on a monthly basis. Once the kWhs attributable to each customer are determined, Xcel Energy will calculate the credit amount owed and post it to their bill, one month in arrears. For example, September solar power will be credited to customers on their October dated bills from Xcel Energy.

Xcel Energy will continue to bill all customers for the actual usage under prevailing tariff rates and will apply the solar array credits as a single line item entry, before taxes. Credits will reduce the amount of the current month's billings. Any credits that are unused will be rolled over and applied to future month's billings.

Bill credits can be assigned or reassigned to any meter and any account you have with Xcel Energy in the County of the solar facility you are a part of. The reassignment capability allows your company the opportunity to move the bill credits from one location or account as service needs change over the 20 year contract.

Renewable Energy Certificate Payments (REC Payments)

Xcel Energy makes Renewable Energy Certificate (REC) payments for the carbon offset and environmental benefits generated by clean renewable power produced by the solar array. CEC receives the REC Payments from Xcel Energy and deducts a portion of the REC Payment each month to fund the ongoing operations and maintenance of the solar array, ensuring that the facility has sufficient funds to operate for the first 20 years. CEC deposits these funds into the Operations & Maintenance Trust account.

- CEC has set the initial O&M deduction at \$0.02/kWh. This deduction is applied to all customers and all power produced on a monthly basis. CEC believes this amount will be sufficient to cover the operations and maintenance of the array for the first 20 years.

After the deduction for operations and maintenance, CEC will calculate the remaining REC Payment attributable to each customer on a monthly basis. REC Payments will be equal to the customer's portion of the kWh produced for the month multiplied by the \$0.09 Net REC Rate. Payments will be released on a quarterly basis in arrears. REC payments will be made via electronic funds transfer or check.

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Federal Tax Credit & PeakSavings™ for Tax-Exempt Customers

Clean Energy Collective captures the available federal solar tax credit for the entire array. Through the PeakSavings™ program, CEC passes on the value of that tax credit as a discount in the one-time system price, ensuring each customer pays the lowest possible price with all incentives included. With PeakSavings™, tax-exempt customers benefit from the federal tax credit for solar, 30% discount that would otherwise be unavailable. In the PeakSavings™ program, customers purchase an interest in specific panels in the community solar array and all of those panels' power production for 20 years. Customers also assign CEC as an agent to sell the panels' power output to the utility. In return for the power produced, the utility delivers both a credit on the customers' monthly electric bills and a quarterly cash payment for the environmental attributes of that power. This twenty-year agreement includes an option for the customer to take outright ownership of the panels after five years. Upon exercising this option, the customer will continue receiving the financial benefits from the solar power production for the entire operating life of the array, which can significantly exceed the initial 20 years.

Reserving your System

Reservations can be secured with a fully refundable 10% deposit with the full purchase price required at closing (upon activation of the array).

Customer Purchase Restrictions

Under the Xcel Energy program, customers cannot purchase interest in capacity greater than 120% of their average annual use, over the past 12 months. CEC works with Xcel Energy to confirm your previous 12 month usage and will present the analysis to you. Xcel Energy also restricts the purchase of interest in capacity to no more than 40% of the array's nameplate capacity to a single customer premise.

Transfer and Sale

Bill credits can be assigned to any meter under your Xcel Energy account, at any time. The reassignment capability allows you the opportunity to move the bill credits from one location or account as your organization's service need change over the 20 year contract. You can sell your interest in the solar array at any time, to any other qualifying Xcel Energy customer within the same county as the solar facility you have interest in.

Financing

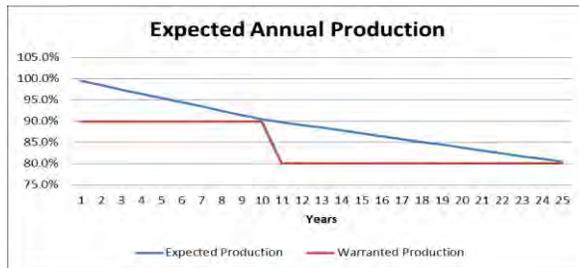
CEC has financing partners available to provide loans for the purchase of interest in the solar arrays.

Operations & Maintenance Program

CEC is responsible for the ongoing operations and maintenance of each solar array. This includes active daily monitoring of production and weather information, as well as real-time visibility into actual production. Any unexpected degradation in production is flagged and investigated by CEC and our maintenance personnel. To ensure that maintenance is provided over the life of the array, CEC establishes a separate O&M Trust account, which holds all of the funds necessary to pay for maintenance, insurance, property taxes and land costs.

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The manufacturer's 25 year panel warranty covers expected annual production at or above 90% in the first 10 years, and 80% for the remaining 15 years. Panels not meeting the warranted production levels will be replaced. The CEC O&M Trust program seeks to maximize production with proper monitoring, maintenance and timely repair.

CEC's service and maintenance program is anchored by the creation of the O&M Trust and the funding that is placed in the account. The O&M Trust account is funded with an initial contribution by CEC and ongoing monthly contributions from the REC payment stream of \$.02/kWh, for every hour of production. The Trust Account is established to ensure that the solar facility is able to operate for years to come, independent of CEC's continued operations.

The CEC O&M Trust provides:

- A segregated Trust Account that holds all of the Operations and Maintenance funds, the contract with Xcel Energy, the land lease and all of the manufacturers' warranties.
- Real time monitoring of the array's production.
- Real time monitoring of the weather and irradiation at the array.
- Baseline production monitoring against the expected production per year, not just the manufacturers' warranties. If production falls by more than 2%, the array is inspected and faulty components are replaced or repaired.
- Annual inspections of the array by certified technicians.
- 25 year panel warranties from the manufacturer.
- 10 year successive inverter warranties from the manufacturer.
- 10 year installation warranty from the installation contractor.
- Immediate repair or replacement of faulty or defective parts.
- Insurance against all damages at full replacement value.

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LEASE AND LEASE PURCHASE AGREEMENT

between

ALPINE BANK,
as Lessor,

and

CITY OF LOUISVILLE, COLORADO,
as Lessee

Dated as of _____, 2015

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LEASE AND LEASE PURCHASE AGREEMENT

THIS LEASE AND LEASE PURCHASE AGREEMENT dated as of _____, 2015 (this “Lease”), between **ALPINE BANK**, a Colorado corporation, together with its successors and assigns, (“Alpine Bank”), as lessor, and the **CITY OF LOUISVILLE, COLORADO** (the “City”), a home rule municipality and political subdivision of the State of Colorado (the “State”) organized and existing under Article XX of the Colorado Constitution and the City Home Rule Charter (the “Charter”), as lessee;

WITNESSETH:

WHEREAS, pursuant to Section 2-4 of the Charter, the City has all the power of local self-government and home rule and all power possible for a municipality to have under the Constitution and laws of the State of Colorado; and

WHEREAS, pursuant to Section 12-4 of the Charter and state law, including C.R.S. § 31-15-801 et seq., the City has power and authority to enter into leases and lease purchase agreements; and

WHEREAS, in order to provide for the capital asset needs of the City, the City Council of the City (the “Council”) has previously determined and hereby determines that it is necessary and in the best interests of the City and its citizens that the City undertake a lease and lease purchase financing of equipment and other property for use by the City for governmental or proprietary purposes; and

WHEREAS, the City has determined that it is in the best interests of the City and the residents within the boundaries of the City, and serves a public purpose, to participate in a community solar program offered by Public Service Company of Colorado d/b/a/ Xcel Energy (the “Utility”) pursuant to the terms of a Rate Schedule found at Colo. PUC No.7 Electric, Sheets Nos. 94 through 94G (the “Program”); and

WHEREAS, in order to accomplish such desired participation in the Program, the City has determined that it is necessary and in the best interests of the City and the residents within the boundaries of the City, and serves a public purpose, to lease with the option to acquire (subject to certain limitations described herein) 606 solar panels (as more particularly defined herein, the “Panels”) located at the Boulder County CEC Solar Array (the “Solar Array Facility”) and, in connection therewith, to take an assignment of and acquire certain rights relating to the Panels arising under the CEC Agreements and the Program, including the acquisition of all right, title and interest in the certain bill credits and renewable energy credit payments due and payable with respect to the Panels pursuant to the CEC Agreements so long as this Lease remains in effect, all as more particularly provided herein; and

WHEREAS, the City is entering into this Agreement with Alpine Bank for the purpose of financing the acquisition by Alpine Bank of the Panels (as more particularly defined herein, the “Financed Project”); and

WHEREAS, to maintain the lowest possible cost of the Project, Alpine Bank will initially lease the Project at a taxable rate until the date on or after April 24, 2018 when the City requests in writing a conversion to a tax-exempt rate and receives a tax-exempt opinion as to the interest payments made hereunder (the “Conversion Date”);

WHEREAS, prior to such Conversation Date, Alpine Bank shall retain ownership of the Project; and

WHEREAS, after the Conversion Date, the Project shall bear interest at a tax-exempt rate and the City shall be deemed owner of the Project subject to its payment of lease payments as set forth herein; and

WHEREAS, for the purpose of providing funds for the construction of the Project, the Council has determined to enter into this Lease and Lease Purchase Agreement for the 606 solar panels (as more specifically described in Exhibit A hereto, the “Leased Property”) with Alpine Bank; and

WHEREAS, the obligation of the City to pay Base Rentals and Additional Rentals (both as hereinafter defined) hereunder shall be from year to year only; shall constitute currently budgeted expenditures of the City; shall not constitute a mandatory charge or requirement in any ensuing budget year; and shall not constitute a general obligation or a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever of the City within the meaning of any constitutional or statutory limitation or requirement concerning the creation of indebtedness, nor a mandatory payment obligation of the City in any ensuing fiscal year beyond any fiscal year during which this Lease shall be in effect; and

WHEREAS, the financing of the Financed Project (as hereafter defined), and the execution, performance and delivery of this Lease, have been authorized, approved and directed by the Council by an ordinance finally passed and adopted by the Council;

NOW, THEREFORE, for and in consideration of the mutual promises and covenants herein contained, the parties hereto agree as follows:

ARTICLE I

DEFINITIONS

Section 1.01. Terms Defined in Preamble and Recitals. The following terms shall have the meanings set forth in the preamble and recitals hereto:

Alpine Bank	Lease
Charter	Leased Property
City	Program
Council	Utility

Section 1.02. Additional Definitions. The following additional terms shall have the meanings specified below:

“*Additional Rentals*” means the cost of all (a) reasonable expenses and fees of Alpine Bank incurred at the request of the City (b) all costs and expenses incurred by Alpine Bank pursuant to the terms of the CEC Agreements, subject to the limitations of such agreements (provided, however, that it is expressly acknowledged that the Recurring O&M Expenses are payable solely through a deduction from Bill Credits and REC Payments and that the City is not subject to taxes or assessments and, as a result, such items will not constitute Additional Rentals payable by the City hereunder), (c) the costs and expenses incurred by the City in performing its obligations under this Lease with respect to the Leased Property, the Financed Project, this Agreement and any matter related thereto, (d) the costs and expenses incurred by the City in paying the reasonable fees and expenses of Alpine Bank pursuant to Section 10.06 hereof, and (e) all other costs and expenses incurred by the City in connection with the foregoing, including any matters relating to the CEC Agreements and any assignments thereof. Additional Rentals do not include Base Rentals or the Purchase Option Price.

“*Authorized Officer of the City*” means any person authorized by resolution or ordinance of the Council to perform any act or execute any document.

“*Base Rentals*” means the payments payable by the City during the Lease Term pursuant to Section 6.02 of this Lease and as set forth in Exhibit B, as it may be amended hereunder from time to time, which constitute the payments payable by the City for and in consideration of the right to use the Leased Property during the Lease Term. In the event that Exhibit B sets forth separate schedules of Base Rentals payable with respect to one or more separate portions of the Leased Property, such payments will be combined for purposes of Section 6.02, but may be treated as separate schedules for other purposes of this Lease.

“*Base Rental Payment Dates*” means monthly payments due on 11th day of each month of each Fiscal Year during the Lease Term.

“*Bill Credits*” means the amount required to be credited by the Utility in accordance with the Program in respect of the Customer Portion (as defined in the Energy Agency Agreement) relating to the Panels based upon the Facility Revenue (as defined in the Program) of the Solar Array Facility, net of any Recurring O&M Fee permitted to be deducted therefrom as provided in the Co-Location Agreement. Bill Credits accruing during the Term of this Lease have been acquired by the City in accordance with the terms hereof.

“*Business Day*” means any day other than a Saturday, a Sunday or a day on which banks in New York, New York or Denver, Colorado are authorized by law to remain closed.

“*CEC*” means Clean Energy Collective, LLC and when capitalized, the term “Agent” means CEC, the “Agent” under the Energy Agency Agreement.

“*CEC Agreements*” means, collectively, the Co-Location Agreement and the Energy Agency Agreement.

“*Co-Location Agreement*” means, collectively, the two Boulder Solar Array Co-Location Agreements between Mesa Solar 1, LLC and Alpine Bank, each dated ____ __, 2015, pertaining to the Panels, and any amendments thereto or substitutions thereof, but solely to the extent the City has consented in writing to such amendments or substitutions.

“*Conversion Date*” means the date on which a fully-executed Tax Exempt Opinion is delivered to Alpine Bank.

“*Counsel*” means an attorney at law or law firm (who may be counsel for Alpine Bank or the City) who is satisfactory to both the City and Alpine Bank.

“*Energy Agency Agreement*” means, collectively, the two Energy Agency Agreements between Clean Energy Collective LLC and Alpine Bank, each dated _____, 2015, pertaining to the Panels, and any amendments thereto or substitutions thereof, but solely to the extent the City has consented in writing to such amendments or substitutions.

“*Event of Default*” means one or more events of default as defined in Section 13.01 of this Lease.

“*Event of Nonappropriation*” means a termination of this Lease by the City determined by the City’s failure, for any reason, to duly enact by the last day of each Fiscal Year an appropriation resolution for the ensuing Fiscal Year which includes (a) by specific line item reference amounts authorized and directed to be used to pay all Base Rentals and (b) sufficient amounts to pay such Additional Rentals as are estimated to become due, as provided in Section 6.06 of this Lease. The term also includes the giving of notice under Section 4.01 of this Lease of the City’s intention to terminate and the occurrence of an event described in Section 6.06 of this Lease relating to the failure by the City to appropriate amounts due as Additional Rentals at least equal to the amounts reasonably estimated to become due.

“*Financed Project*” means the 606 solar panels located in the Boulder County CEC Solar Array acquired by Alpine Bank pursuant to this Agreement and the rights to the associated Bill Credits and REC Payments provided in accordance with the Program and the CEC Agreements.

“*Fiscal Year*” means the fiscal or budget year of the City.

“*Force Majeure*” means, without limitation, the following: acts of God; strikes, lockouts or other industrial disturbances; acts of public enemies; orders or restraints of any kind of the government of the United States of America or of the State or any of their departments, agencies or officials or any civil or military authority; insurrection; riots; landslides; earthquakes; fires; storms; droughts; floods; explosions; breakage or accidents to machinery, transmission pipes or canals; or any other cause or event not within the control of the City.

“*Host Company*” means Mesa Solar 1, LLC, the “Host Company” under the Co-Location Agreement.

“*Insurance Consultant*” means an independent person or firm acceptable to the City experienced in providing the specific type of insurance in question and capable of making an evaluation of the actuarial risk of loss from the types of events customarily covered by such insurance policies.

“*Interest Component Rate*” means the per annum rate or rates of interest used to calculate the interest component of Base Rentals. The Interest Component Rate shall be 4.75% and, after the Conversion Date, if any, 3.50%.

“*Lease Remedy*” or “*Lease Remedies*” means any or all remedial steps provided in Section 13.02 of this Lease whenever an Event of Default hereunder has happened and is continuing.

“*Lease Term*” means the time during which the City is the lessee of the Leased Property under this Lease, including the Original Term and all Renewal Terms as provided in and subject to Article IV and Sections 6.01, 6.02 and 6.06 of this Lease; certain provisions of this Lease survive the termination of the Lease Term, as provided in Section 4.02 of this Lease.

“*Net Proceeds*” when used with respect to any performance or payment bond proceeds, or proceeds of insurance, including self-insurance, required by this Lease, or proceeds from any condemnation award, or any proceeds resulting from default or breaches of warranty under any contract relating to the Leased Property or proceeds from any Lease Remedy, means the amount remaining after deducting from such proceeds (a) all expenses (including, without limitation, attorneys’ fees and costs) incurred in the collection of such proceeds or award; and (b) all other fees, expenses and payments due to Alpine Bank.

“*Original Term*” means the portion of the Lease term that terminates on December 31, 2015.

“*Opinion of Counsel*” means a written opinion of legal counsel.

“*Permitted Encumbrances*” means, as of any particular time: (a) liens for taxes and assessments not then delinquent, or liens which may remain unpaid pending contest pursuant to the provisions of Article VII and Article VIII of this Lease; (b) this Lease; (c) utility, access and other easements and rights of way, restrictions and exceptions which an Authorized Officer of the City certifies will not interfere with or impair the Leased Property; (d) any financing statements filed to perfect security interests pursuant to this Lease; (e) any encumbrance represented by financing statements in forms appropriate to perfect purchase money security interests given by Alpine Bank in any of the Leased Property; and (f) such minor defects, irregularities, encumbrances and clouds on title as normally exist with respect to property of the general character of the Leased Property and as do not render the title unmarketable.

“*Purchase Option Price*” means the amount payable, at the option of the City, after the Conversion Date, for the purpose of terminating this Lease with respect to the Leased Property, purchasing the Leased Property pursuant to Articles IV and XI of this Lease. The Purchase Option Price shall consist of the Remaining Lease Balance shown in Exhibit B hereto as of the last Base Rental Payment Date preceding the termination of this Lease, plus the interest component of Base Rentals accrued through the date of such termination.

“*REC Payments*” means the REC Payments payable to the City by CEC pursuant to Section 2.4 of the Energy Agency Agreement relating to renewable energy credits.

“*Recurring O&M Fee*” shall have the meanings assigned it in the Co-Location Agreement.

“*Remaining Lease Balance*” means, as of any particular date, the Remaining Lease Balance stated for such date in Exhibit B.

“*Renewal Term*” means any optional renewal of the Lease Term for the next Fiscal Year by the City, as provided in Article IV of this Lease.

“*Revenues*” means (a) all monies currently budgeted and appropriated by the City for the purpose of paying amounts pursuant to this Lease including, but not limited to, all Base Rentals, Purchase Option Prices and Net Proceeds, but not including Additional Rentals; and (b) all other revenues of the City payable pursuant to this Lease, excluding Additional Rentals.

“*Solar Array Facility*” means the Boulder County Solar Array located at 1600 S. 66th Street in Boulder, Colorado.

ARTICLE II REPRESENTATIONS, COVENANTS AND WARRANTIES

Section 2.01. Representations, Covenants and Warranties of the City. The City represents, covenants and warrants as follows:

(a) The City is a political subdivision of the State, duly organized and existing under the laws of the State and the Charter. The City is authorized to enter into the transactions contemplated by this Lease and to carry out its obligations under this Lease. The City has duly authorized and approved the execution and delivery of this Lease.

(b) The lease of the Leased Property from Alpine Bank pursuant to this Lease serves a public purpose and is in the best interests of the City, its residents and taxpayers. The rental, acquisition and installation of the Project by the City is necessary, convenient, in furtherance of and will at all times be used in connection with the City’s governmental and proprietary purposes and functions and is in the best interests of the citizens of the City, and no portion of the Project will be used directly or indirectly in any trade or business carried on by any person other than a political subdivision or governmental unit of the State.

(c) Neither the execution and delivery of this Lease, nor the fulfillment of or compliance with the terms and conditions of this Lease, nor the consummation of the transactions contemplated hereby or thereby, conflicts with or results in a breach of the terms, conditions or provisions of any restriction or any agreement or instrument to which the City is now a party or by which the City or its property is bound, or violates any statute, regulation, rule, order of any court having jurisdiction, judgment or administrative order applicable to the City, or constitutes a default under any of the foregoing, or results in the creation or imposition of any lien or encumbrance whatsoever upon any of the property or assets of the City, except for Permitted Encumbrances.

(d) There is no litigation or proceeding pending or threatened against the City or any other person affecting the right of the City to execute this Lease or the ability of the City to make the payments required hereunder or to otherwise comply with the obligations contained herein.

(e) The City has experienced no material change in its financial condition since December 31, 2013.

Section 2.02. Representations, Covenants and Warranties of Alpine Bank. Alpine Bank represents, covenants and warrants as follows:

(a) Alpine Bank has all requisite power to acquire legal interests in the Leased Property and to execute, deliver, enter into and perform the transactions contemplated by this Lease and to carry out its obligations under this Lease, and has duly executed and delivered this Lease and all other documents related to this Lease.

(b) Except as expressly provided in this Lease, Alpine Bank will not pledge or assign its right, title and interest in and to any of its rights under this Lease or assign, pledge, mortgage, encumber or grant a security interest in its right, title and interest in, to or under this Lease or the Leased Property. Alpine Bank represents that neither the Lease nor any interest therein will be transferred or resold except in compliance with Section 14.05 hereof.

(c) Neither the execution and delivery of this Lease nor the fulfillment of or compliance with the terms and conditions hereof and thereof, nor the consummation of the transactions contemplated hereby and thereby, conflicts with or results in a breach of the terms, conditions and provisions of any restriction or any agreement or instrument to which Alpine Bank is now a party or by which Alpine Bank is bound, or constitutes a default under any of the foregoing.

(d) Except as specifically provided in this Lease, Alpine Bank will not assign its duties and obligations under this Lease to any other person, firm or investor, so as to impair or violate the representations, covenants and warranties contained in this Section 2.02.

(e) There is no litigation or proceeding pending or threatened against Alpine Bank or any other person affecting the right of Alpine Bank to execute this Lease and to perform its obligations hereunder and thereunder.

(f) Alpine Bank acknowledges that the obligations of the City under this Lease are payable solely from the Revenues under this Lease and shall not constitute or give rise to a general obligation or multiple-fiscal year direct or indirect debt or other financial obligation whatsoever of the City within the meaning of any constitutional, charter or statutory provision or limitation nor a mandatory charge or requirement against the City in any ensuing Fiscal Year beyond any Fiscal Year during which this Lease shall be in effect. Alpine Bank further acknowledges that the City may elect not to renew this Lease by failure to budget and appropriate funds sufficient to meet its next Fiscal Year's Base Rentals and Additional Rentals, and that the acts of budgeting and appropriating funds are legislative acts and, as such, are solely within the discretion of the Council.

ARTICLE III

DEMISING CLAUSE; ASSIGNMENT OF RIGHTS UNDER CEC AGREEMENTS; QUIET ENJOYMENT

Section 3.01. Lease of Leased Property. Alpine Bank demises and leases the Leased Property, including specifically any rights of Alpine Bank under the Co-Location Agreement necessary to permit the location of the Panels in the Solar Array Facility, subject only to Permitted Encumbrances, to have and to hold for the Lease Term.

Section 3.02. Assignment of Rights under CEC Agreements. It is acknowledged that: (i) Alpine Bank is afforded certain rights under the CEC Agreements in connection with its ownership of the Panels, (ii) that such rights, including the rights to receive Bill Credits and the REC Payments, are essential to the intended use of, and have formed the basis of the valuation by the City of, this Lease of the Panels; (iii) that, by separate instrument, on the date of execution of this Lease, Alpine Bank has assigned the Energy Agency Agreement to the City and, in doing so, has assigned to the City all right, title and interest, if any, of Alpine Bank in and to the Bill Credits and the REC Payments; and (iv) that, pursuant to the Co-Location Agreement, upon purchase of the Panels by the City, the Host Company has agreed to enter into a co-location agreement with the City in the form attached thereto. By execution of this Lease, in the event that Alpine Bank is nonetheless deemed to have any rights in the Bill Credits and the REC Payments, Alpine Bank does hereby irrevocably, unconditionally and absolutely sell, grant, assign and convey under the City all rights, title and interest of Alpine Bank in and to all Bill Credits and REC Payments which, in accordance with the CEC Agreements and the Program, are or become due and payable during the Term of this Lease. In addition, during the Lease Term, Alpine Bank hereby irrevocably and unconditionally assigns to the City the following (provided that such assignment shall not operate to limit any other assignment by any other document executed by Alpine Bank in favor of the City): (a) the right to enforce, on behalf of Alpine Bank, all obligations of the Agent and Host Company under such CEC Agreements, without further action, direction or consent by Alpine Bank, and (b) to the extent not permitted or in the nature of a right able to be leased as provided in Section 3.01 hereof, any rights of Alpine Bank under the Co-Location Agreement necessary to permit the location of the Panels in the Solar Array Facility.

Section 3.03. Enjoyment of Leased Property.

(a) Alpine Bank hereby covenants that the City shall during the Lease Term peaceably and quietly have, hold and enjoy the Leased Property without suit, trouble or hindrance from Alpine Bank, except as expressly required or permitted by this Lease. During the Lease Term, Alpine Bank shall execute all assignments, notices and other instruments and take all steps reasonably required of it by the City, the Utility, the Agent and the Host Company to provide for inurement to the City of the Bill Credits and the REC Payments and quiet enjoyment by the City of the Leased Property.

(b) Alpine Bank shall, at the request of the City and at the cost of the City, join and cooperate fully in, and shall provide such assistance as shall be reasonably necessary to permit to permit the City to pursue, any legal action or other process or

procedure in which the City asserts its right to such possession and enjoyment of the Leased Property, its right to application of the Bill Credits and the REC Payments as provided in the CEC Agreements, or which involves the imposition of any taxes or other governmental charges on or in connection with the Leased Property, including, but not limited to, any action to enforce any provision of the CEC Agreements or the obligation of the Utility to apply the Bill Credits and pay the REC Payments in accordance with the Program and the CEC Agreements and any claim made under any warranty relating to the Panels. In addition, the City may at its own expense join in any legal action affecting its possession and enjoyment of the Leased Property, including, but not limited to, any action to enforce any provision of the CEC Agreements and the obligation of the Utility to apply the Bill Credits and pay the REC Payments in accordance with the Program and the CEC Agreements, and shall be joined in any action affecting its liabilities hereunder.

Section 3.04. Representations and Covenants of Alpine Bank Relating to CEC Agreements.

(a) Alpine Bank hereby agrees that, during the Lease Term, any consent, notice, or direction to be provided by Alpine Bank under the CEC Agreements may, in lieu of Alpine Bank, be provided by the City. Furthermore, Alpine Bank hereby agrees that, during the Lease Term, it shall not provide any such consent, notice, or direction unless previously consented to in writing by the City.

(b) Alpine Bank hereby agrees to promptly notify the City in the event that Alpine Bank has actual knowledge of an anticipated event that will result in Alpine Bank no longer constituting a customer of the Utility. In such event, Alpine Bank hereby agrees to take such actions as may be necessary to assign all right, title and interest in and to the CEC Agreements to the City, in the event that the City determines that such assignment is necessary to preserve the City's quiet enjoyment of the Leased Property and rights in the Bill Credits and the REC Payments.

(c) The parties acknowledge that one or more notice(s) (the "Bill Credit Notices") have been provided to the Utility directing that the Bill Credits are to be applied by the Utility to bills of the City and REC Payments paid to the City. Alpine Bank agrees that, during the Lease Term, it shall take no action to rescind the Bill Credit Notices or otherwise redirect the application of the Bill Credits to other than the location(s) specified by the City and that Alpine Bank shall execute and deliver such documents and take such other actions which may be required to provide for application of the Bill Credits to bills of the City and delivery of the REC Payments to the City.

Section 3.05. Inspection and Access Rights of Alpine Bank. Notwithstanding any of the foregoing, the City hereby consents to the inspection by Alpine Bank of all books, accounts and records maintained by the City with respect to the Leased Property and this Lease. The City agrees that Alpine Bank and its authorized representatives shall have the right at all reasonable times, and upon reasonable notice, to examine and inspect the Leased Property and all of the City's books, accounts and records with respect thereto. The City further agrees that Alpine Bank and any such representative shall have such rights of access to the Leased Property

as may be reasonably necessary to cause the proper maintenance of the Leased Property in the event of failure by the City to perform its obligations under this Lease.

ARTICLE IV

LEASE TERM

Section 4.01. Duration of Lease Term; City's Annual Right to Renew Lease. The Lease Term shall commence as of the date hereof and continue through the last day of the current Fiscal Year of the City. Subject to the provisions of Section 4.02 hereof, the Lease Term may be renewed at the end of the Original Term and at the end of each renewal term thereafter for a term of twelve months coinciding with the next succeeding Fiscal Year of the City. The City shall have the right to annually renew the Lease Term unless (a) the City gives written notice to Alpine Bank not less than 30 days prior to the end of the Original Term or the then current Renewal Term of the City's intention not to renew this Lease at the end of the Original Term or the then current Renewal Term, or (b) an Event of Nonappropriation shall have occurred with respect to a Renewal Term occurring after the Original Term or any then current Renewal Term. The terms and conditions during any Renewal Term shall be the same as the terms and conditions during the Original Term, except for the amount of Base Rentals and Additional Rentals to be paid during such Renewal Term. The Lease Term, including the Original Term and all Renewal Terms, does not exceed the weighted average useful life of the Leased Property or the Financed Project.

Except as otherwise provided in Section 4.02 hereof, the exercise of the City's annual option to renew this Lease shall be conclusively determined by whether or not the Council has, on or before the last day of each Fiscal Year, duly enacted an appropriation resolution or ordinance for the ensuing Fiscal Year which includes (a) by specific line item reference sufficient amounts authorized and directed to be used to pay all the Base Rentals and (b) sufficient amounts to pay such Additional Rentals as are estimated to become due, all as further provided in Section 6.06 of this Lease. The officer of the City at any time charged with the responsibility of formulating budget proposals is hereby directed to include in the annual budget proposals submitted to the Council, items for all payments required under this Lease for the ensuing Fiscal Year, until such time (if any) as the Council may determine to renew or not to renew this Lease; it being the intention of the Council that any decision to renew or not to renew this Lease and make or not make appropriations therefore in any Fiscal Year shall be made solely by the Council and not by any other official of the City. Said officer shall also include in said budget proposal the total amount to be expended by the City during the ensuing Fiscal Year for payment obligations under all lease-purchase agreements involving real property, including this Lease; the total maximum payment liability of the City under all lease-purchase agreements involving real property, including this Lease, over the entire terms of such agreements, including all optional renewal terms; the total amount to be expended by the City during the ensuing Fiscal Year for payment obligations under all lease-purchase agreements other than those involving real property; and the total maximum payment liability of the City under all lease-purchase agreements other than those involving real property, over the entire term of such agreements, including all optional renewal terms. Each budget required by law to be filed with the State Department of Local Affairs, Division of Local Government, shall include a supplemental schedule that contains the foregoing information. The City shall in any event, promptly furnish

Alpine Bank with hardcopy or electronic copies of its annual budget within seven days after the budget is adopted, but not later than the fourth day after the end of such Fiscal Year, provided that telephonic notice is provided by the City to Alpine Bank of the adoption of the budget not later than the end of the first Business Day of the next succeeding Fiscal Year. If such budget and appropriation are not adopted, Alpine Bank shall notify the City in writing as further provided in Section 6.06 hereof.

Section 4.02. Termination of Lease Term. The Lease Term shall terminate upon the earliest of any of the following events:

- (a) the last day of any Fiscal Year during which there has occurred an Event of Nonappropriation pursuant to Section 4.01 and Article VI of this Lease (provided that the Lease Term will be deemed to have been renewed and, therefore, not terminated if the Event of Nonappropriation is cured as provided in Section 6.06 hereof); or
- (b) the conveyance of all of the Leased Property to the City upon payment of the Purchase Option Price or all Base Rentals and Additional Rentals as provided in Section 11.02(a) and (b) of this Lease; or
- (c) an Event of Default and termination of this Lease under Article XIII of this Lease.

An election not to renew the Lease Term shall terminate all unaccrued obligations of the City under this Lease, and shall terminate the City's rights of possession under this Lease at the end of the last day of the Fiscal Year for which this Lease shall be in effect (except to the extent of the holdover provisions of Section 13.02(d)(i) hereof, and except for any conveyance pursuant to Article XI of this Lease). Except for an event described in subparagraph (b) above, upon termination of this Lease, the City agrees to peaceful delivery of the Leased Property to Alpine Bank or its assigns at the site of the Leased Property.

ARTICLE V

ACQUISITION; USE OF CERTAIN FUNDS

Alpine Bank has acquired the Panels and has no further obligation to incur costs with respect to such acquisition; provided, however, that Alpine Bank shall, on the date of execution hereof, cause the amount of \$[_____] to be applied, on behalf of and at the direction of the City, to certain costs of issuance (including all fees due to Alpine Bank in connection with this Lease as of the date hereof).

ARTICLE VI

PAYMENTS BY THE CITY

Section 6.01. Payments to Be Paid From Currently Budgeted Expenditures of the City. The City and Alpine Bank acknowledge and agree that the Base Rentals and Additional Rentals hereunder during the Original Term and all of the Renewal Terms, if any, shall be paid from then currently budgeted Revenues of the City, using any legally available funds of the

City. The City's obligations to pay Base Rentals, Additional Rentals or any other payments provided for under this Lease during the Original Term and all of the Renewal Terms, if any, shall be subject to the City's annual right to renew this Lease (as further provided in Article IV and Sections 6.02 and 6.06 hereof), and shall not constitute a mandatory charge, requirement or liability in any ensuing Fiscal Year beyond the then current Fiscal Year. No provision of this Lease shall be construed or interpreted as a delegation of governmental powers or as creating indebtedness or a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever of the City within the meaning of any constitutional or statutory debt limitation, including without limitation, Article XI, Sections 1, 2 and 6, and Article X, Section 20, of the Colorado Constitution. This Lease shall not directly or indirectly obligate the City to make any payments of Base Rentals or Additional Rentals beyond the Revenues for the then current Fiscal Year. The City shall be under no obligation whatsoever to exercise its option to purchase the Leased Property. No provision of this Lease shall be construed to pledge or to create a lien on any class or source of City moneys, nor shall any provision of this Lease restrict the future issuance of any bonds or obligations of the City payable from any class or source of moneys of the City.

Section 6.02. Base Rentals and Additional Rentals.

(a) The City shall pay all Base Rentals directly to Alpine Bank during the Original Term and all Renewal Terms, on the Base Rental Payment Dates and in the "Total Base Rentals" amounts set forth in Exhibit B, attached hereto and made a part hereof, as it may be amended from time to time hereunder by written agreement signed by Alpine Bank and the City Manager of the City. Exhibit B first lists the payments as shown at the taxable rate of 4.75% which shall be in effect until a Conversion Date, if any. If any Conversion Date is date other than April 24, 2018, then the amounts shown on the second schedule of Exhibit B shall be adjusted by Alpine Bank to reflect the amounts due under this Lease to the actual Conversion Date, if any. The City shall make a request in writing to convert the Lease to a tax-exempt rate and Alpine Bank shall, upon receipt of an opinion from its counsel as to the tax-exempt status of the Lease, convert the remaining amounts owed on such date to bear interest at the tax-exempt rate shown in the second schedule of Exhibit B and supply the City, if necessary, with an amended Exhibit B to reflect the actual Conversion Date.

(b) The City may not prepay the Lease prior to the Conversation Date. At any time after the Conversation Date, the City may pay the then applicable Purchase Option Price related to the Leased Property for the purpose of terminating this Lease and purchasing the Leased Property shown on Exhibit A, as further provided in Article XI of this Lease. The City shall give Alpine Bank notice of its intention to exercise its option not less than 15 days in advance of the date of exercise and shall deposit with Alpine Bank on or prior to a Base Rental Payment Date an amount equal to the Purchase Option Price. Upon payment of the Purchase Option Price, title to the Leased Property shall transfer to the City.

(c) The City shall pay Additional Rentals during the Original Term and all Renewal Terms, if any, as herein provided. All Additional Rentals shall be paid by the City on a timely basis directly to the person or entity to which such Additional Rentals

are owed. If the City's estimates of Additional Rentals for any Fiscal Year are not itemized in the budget required to be furnished to Alpine Bank under Section 4.01 of this Lease, the City shall furnish an itemization of such estimated Additional Rentals to Alpine Bank on or before the last day of such Fiscal Year.

Section 6.03. Interest Component. A portion of each payment of Base Rentals is paid as, and represents payment of, interest, and Exhibit B hereto, as may be amended from time to time hereunder by written agreement signed by Alpine Bank and the City Manager of the City, sets forth the interest component of each payment of Base Rentals.

Section 6.04. Manner of Payment. The Base Rentals and, if paid, the Purchase Option Price, shall be paid by the City by certified funds or other method of payment acceptable to Alpine Bank in lawful money of the United States of America to Alpine Bank at its principal corporate trust office for deposit. The obligation of the City to pay the Base Rentals and Additional Rentals, during the Original Term and each Renewal Term, shall be absolute and unconditional, payable from all legally available sources, and payment of the Base Rentals and Additional Rentals shall not be abated through accident or unforeseen circumstances, or for any other reason, including without limitation, any acts or circumstances that may constitute failure of consideration, destruction of or damage to the Leased Property, commercial frustration of purpose, or failure of Alpine Bank to perform and observe any agreement, whether express or implied, or any duty, liability or obligation arising out of or connected with this Lease, it being the intention of the parties that the payments required by this Lease will be paid in full when due without any delay or diminution whatsoever, subject only to the special and limited nature of the City's obligation to make payments hereunder as set forth in Section 6.01 above, and further subject to the City's rights under Section 8.02 hereof. Notwithstanding any dispute between the City and Alpine Bank, the City shall, during the Original Term and all Renewal Terms, make all payments of Base Rentals and Additional Rentals when due and shall not withhold any Base Rentals or Additional Rentals pending final resolution of such dispute (except to the extent permitted by Sections 7.02 and 8.02 hereof with respect to certain Additional Rentals), nor shall the City assert any right of set-off or counterclaim against its obligation to make such payments required hereunder. No action or inaction on the part of Alpine Bank shall affect the City's obligation to pay all Base Rentals and Additional Rentals (except to the extent provided by Sections 7.02 and 8.02 hereof with respect to certain Additional Rentals), during the Lease Term.

Section 6.05. Expression of City's Need for the Leased Property. As of the date of this Lease, the City declares its current need for the Leased Property, that the leasing of the Leased Property is beneficial to the City, and that the Leased Property is necessary and essential to the City's purpose and operations.

Section 6.06. Nonappropriation. In the event that the Council shall not specifically budget and appropriate, on or before the last day of each Fiscal Year, moneys to pay all Base Rentals and the reasonably estimated Additional Rentals coming due for the next ensuing Fiscal Year as provided in Section 4.01 hereof and this Article, an Event of Nonappropriation shall be deemed to have occurred, subject, however, to each of the following provisions:

(a) Alpine Bank shall declare an Event of Nonappropriation on any earlier date on which Alpine Bank receives specific written notice from the City that this Lease will be terminated.

(b) Absent such notice from the City, Alpine Bank shall give written notice to the City of any Event of Nonappropriation, on or before the fifth day of the next following Fiscal Year; but any failure of Alpine Bank to give such written notice shall not prevent Alpine Bank from declaring an Event of Nonappropriation or from taking any remedial action which would otherwise be available to Alpine Bank.

(c) Alpine Bank shall waive any Event of Nonappropriation which is cured by the City within a reasonable time.

(d) Alpine Bank shall waive any Event of Nonappropriation which is cured by the City, within ten Business Days of the giving of notice by Alpine Bank as provided in (b) above, by inclusion in a duly enacted appropriation resolution, (i) by specific line item, amounts authorized and directed to be used to pay all Base Rentals and (ii) sufficient amounts to pay reasonably estimated Additional Rentals coming due for such Fiscal Year.

In the event that during any Fiscal Year, any Additional Rentals shall become due which were not included in a duly enacted appropriation resolution then, in the event that moneys are not specifically budgeted and appropriated to pay such Additional Rentals within 45 days subsequent to the date upon which such Additional Rentals are due, an Event of Default under Section 13.01(c) shall be deemed to have occurred, upon notice by Alpine Bank to the City to such effect (subject to waiver by Alpine Bank as hereinbefore provided).

Notwithstanding any provision to the contrary herein, if an Event of Nonappropriation occurs, the City's rights of possession of the Leased Property under this Lease shall terminate at the end of the last day of the Fiscal Year for which this Lease shall be in effect, and the City shall not be obligated to make payment of the Base Rentals, Additional Rentals or any other payments provided for herein which accrue after the end of the last day of the Fiscal Year for which this Lease shall be in effect; provided, however, that, subject to the limitations of Sections 6.01 and 13.03 hereof, the City shall continue to be liable for Base Rentals and Additional Rentals allocable to any period during which the City shall continue to occupy, use or retain possession of the Leased Property, beginning with the first day of the Fiscal Year in respect of which the Event of Nonappropriation occurs. The City shall in all events vacate or surrender possession of the Leased Property by the tenth Business Day of the Fiscal Year in respect of which the Event of Nonappropriation has occurred.

After the tenth Business Day of the Fiscal Year in respect of which an Event of Nonappropriation has occurred, Alpine Bank may proceed to exercise all or any Lease Remedies. All property, funds and rights acquired by Alpine Bank upon the termination of this Lease by reason of an Event of Nonappropriation as provided herein, less any moneys due and owing to Alpine Bank, shall be held by Alpine Bank.

ARTICLE VII

TITLE TO THE LEASED PROPERTY; LIMITATIONS ON ENCUMBRANCES

Section 7.01. Title to the Leased Property. Title to the Leased Property shall remain in Alpine Bank subject to the terms and termination of this Lease.

Except as expressly set forth in this Lease, during the Lease Term, the City shall have no right or interest in the Leased Property or any additions and modifications thereto or replacements thereof, with the understanding that except upon an exercise of remedies hereunder, on and after the Conversion Date, the City shall be deemed the owner thereof for federal income tax purposes and the only party entitled to claim depreciation with respect thereto.

Section 7.02. No Encumbrance, Mortgage or Pledge of Leased Property. Except as may be permitted by this Lease, the City shall not permit any mechanic's or other lien to remain against the Leased Property; provided that, if the City shall first notify Alpine Bank of the intention of the City to do so, the City may in good faith contest any mechanic's or other lien filed or established against the Leased Property, and in such event may permit the items so contested to remain undischarged and unsatisfied during the period of such contest and any appeal therefrom unless Alpine Bank shall notify the City that, in the Opinion of Counsel, by nonpayment of any such items Alpine Bank's title to or interest in the Leased Property will be materially endangered, or the Leased Property or any part thereof will be subject to loss or forfeiture, in which event the City shall promptly pay and cause to be satisfied and discharged all such unpaid items (provided, however, that such payment shall not constitute a waiver of the right to continue to contest such items). Alpine Bank will cooperate fully with the City in any such contest, upon the request and at the expense of the City. Except as may be permitted by this Lease, Alpine Bank shall not directly or indirectly create, incur, assume or suffer to exist any mortgage, pledge, lien, charge, encumbrance or claim on or with respect to the Leased Property, except Permitted Encumbrances. The City and Alpine Bank shall promptly, at their own respective expense, take such action as may be necessary to duly discharge any such mortgage, pledge, lien, charge, encumbrance or claim not excepted above which each shall respectively have created, incurred, or suffered to exist.

ARTICLE VIII

MAINTENANCE; TAXES; INSURANCE AND OTHER CHARGES

Section 8.01. Maintenance of the Leased Property by the City. The parties acknowledge and agree that, pursuant to the Co-Location Agreement, maintenance of the Panels is to be provided by the Host Company and that, as payment for such services, the Host Company is entitled to the Recurring O&M Fee (which, in accordance the Co-Location Agreement, will reduce the amount of the Bill Credits and REC Payments to which the City is otherwise entitled). Neither Alpine Bank nor the City shall have any obligation to provide for the maintenance or repair of the Panels, except that both such parties shall be obligated to enforce the provisions of the Co-Location Agreement relating thereto. Neither Alpine Bank nor

the City shall have any responsibility for maintenance or repairs or for making any additions, modifications or replacements to the Solar Array Facility at which the Panels are located as set forth in the CEC Agreements.

Section 8.02. Taxes, Other Governmental Charges and Utility Charges. It is the understanding and the intent of the parties to this Lease that this Lease is entered pursuant to the Charter and C.R.S. § 31-15-801 et seq. and the City is the beneficial owner of the Leased Property pursuant to this Lease and will not be obligated for or subject to ad valorem property taxation. In the event that the Leased Property or any portion thereof shall, for any reason, be deemed subject to taxation, assessments or charges claimed to be lawfully made by any governmental body, the City and Alpine Bank shall use their best efforts and cooperate to contest and challenge the imposition and/or amount of all such taxes, assessments and governmental charges. Except for Permitted Encumbrances, the City shall not allow any liens for taxes, assessments or governmental charges to exist with respect to the Leased Property or any portion thereof (including, without limitation, any taxes levied upon the Leased Property or any portion thereof which, if not paid, will become a charge on the rentals and receipts from the Leased Property or any portion thereof, or any interest therein, including the interest of Alpine Bank), or the rentals and revenues derived therefrom or hereunder.

Section 8.03. Provisions Regarding Liability, Property and Worker's Compensation Insurance. With the prior written consent of Alpine Bank, the City may, in its discretion, insure the Leased Property but such insurance is not a requirement of this Lease.

Upon the execution and delivery of this Lease, the City shall, at its own expense, cause public liability insurance, including blanket contractual liability or specific contractual liability insurance for this Lease and public officials' errors and omissions coverage, to be carried and maintained with respect to the activities to be undertaken by the City and its officers, officials, agents and employees in connection with the use and possession of the Leased Property. All such policies (other than errors and omissions) shall show the City, all officers and employees thereof, and Alpine Bank as additional insureds. Such coverage shall be in amounts not less than the limits of liability per occurrence set by the Colorado Governmental Immunity Act as the same may from time to time be amended, to a \$1,000,000 annual aggregate, for claims to which the defense of sovereign immunity applies. The public liability insurance required by this Section 9.05 may be by blanket insurance policy or policies.

If the City shall insure against similar risks by self-insurance, the City, at its election and in accordance with the standards of the State relating thereto, may in lieu of obtaining policies for casualty and property, and public liability insurance coverage as required by this Section 8.03 provide one or more such coverages by a self-insurance fund so long as the City provides an annual certification to Alpine Bank that the reserves therein are adequate as determined by, in the case of public liability and workers' compensation insurance, the City's risk manager or Insurance Consultant.

The liability insurance policy provided for in this Section 8.03 shall contain a provision to the effect that the insurance company shall not cancel the policy or modify it materially and adversely to the interests of Alpine Bank without first giving written notice thereof to the City (who shall immediately notify Alpine Bank) at least 30 days in advance of such cancellation or

modification. In the event that the City has received such notice of cancellation or modification, it shall immediately furnish to Alpine Bank a new insurance policy or certificate evidencing such policy replacing the cancelled or modified policy and effective on or before the effective date of such cancellation or modification.

The City shall provide certified copies of all insurance policies required under this Section 8.03 or certificates of insurance with appropriate endorsements attached evidencing, that Alpine Bank has been named as additional insured and that the 30-day notice of cancellation provision is in effect. A certificate of insurance will be acceptable evidence of insurance at closing, with the understanding that the City shall furnish the policy or endorsements within 45 days after closing. No agent or employee of the City shall have the power to adjust or settle any loss with respect to the Leased Property, whether or not covered by insurance, without the prior written consent of Alpine Bank; except that losses not exceeding \$25,000 may be adjusted or settled by the City without Alpine Bank's consent. The consent of Alpine Bank shall not be required for any such adjustment or settlement.

ARTICLE IX

DAMAGE, DESTRUCTION AND CONDEMNATION; USE OF NET PROCEEDS

Section 9.01. Damage, Destruction and Condemnation. If, during the Lease Term (a) the Leased Property or any portion thereof shall be destroyed (in whole or in part), or damaged by fire or other casualty; or (b) title to, or the temporary or permanent use of, the Leased Property or any portion thereof or the estate of the City or Alpine Bank in the Leased Property or any portion thereof shall be taken under the exercise of the power of eminent domain by any governmental body or by any person, firm or corporation acting under governmental authority; or (c) a breach of warranty or a material defect in the construction, manufacture or design of the Leased Property shall become apparent; or (d) title to or the use of all or any portion of the Leased Property shall be lost by reason of a defect in title thereto; then the City shall be obligated to continue to pay the amounts specified in Section 6.02 of this Lease (subject to Section 6.01 hereof).

Section 9.02. Obligation of the City to Repair and Replace the Leased Property. The City and, to the extent such Net Proceeds are within their control, Alpine Bank, shall cause the Net Proceeds of any insurance policies, performance bonds or condemnation awards to be deposited in a separate trust fund held by Alpine Bank. Unless the City shall certify in writing to Alpine Bank that all of the Net Proceeds are to be used for the prompt repair, restoration, modification, improvement or replacement of the Leased Property by the City, such Net Proceeds shall be applied to the prompt payment of all Base Rentals and Additional Rentals. Subject to the receipt of the certificate required by the preceding sentence, all Net Proceeds so deposited shall be applied to the prompt repair, restoration, modification, improvement or replacement of the Leased Property by the City upon receipt of requisitions acceptable to Alpine Bank signed by an Authorized Officer of the City stating with respect to each payment to be made; (a) the requisition number; (b) the name and address of the person, firm or corporation to whom payment is due; (c) the amount to be paid; and (d) that each obligation mentioned therein has been properly incurred, is a proper charge against the separate trust fund

and has not been the basis of any previous withdrawal and specifying in reasonable detail the nature of the obligation, accompanied by a bill or a statement of account for such obligation.

Section 9.03. Insufficiency of Net Proceeds. If the Net Proceeds (plus any amounts withheld from such Net Proceeds by reason of any deductible clause) shall be insufficient to pay in full the cost of any repair, restoration, modification, improvement or replacement of the Leased Property required under Section 9.02 of this Lease, the City may elect to:

(a) complete the work or replace such Leased Property (or portion thereof) with similar property of a value equal to or in excess of such Leased Property or portion thereof and pay as Additional Rentals, to the extent amounts for Additional Rentals which have been specifically appropriated by the City are available for payment of such cost, any cost in excess of the amount of the Net Proceeds, and the City agrees that, if by reason of any such insufficiency of the Net Proceeds, the City shall make any payments pursuant to the provisions of this Section 9.03(a), the City shall not be entitled to any reimbursement therefor from Alpine Bank, nor shall the City be entitled to any diminution of the Base Rentals and Additional Rentals payable under Section 6.02 of this Lease; or

(b) apply the Net Proceeds to the payment of the Purchase Option Price in accordance with Article XI of this Lease. In the event of an insufficiency of the Net Proceeds for such purpose, the City shall, subject to the limitations of Section 6.01 hereof, pay such amounts as may be necessary to equal that portion of the Purchase Option Price which is attributed to the Leased Property for which the Net Proceeds have been received (as certified to Alpine Bank by the City); and in the event the Net Proceeds shall exceed such portion of the Purchase Option Price, such excess shall be retained by the City; or

(c) if the City does not timely budget and appropriate sufficient funds to proceed under either (a) or (b) above, an Event of Nonappropriation will be deemed to have occurred and, subject to the City's right to cure, Alpine Bank may pursue remedies available to it following an Event of Nonappropriation.

The above referenced election shall be made by the City within 90 days of the occurrence of an event specified in Section 9.01 of this Lease.

If the City elects to replace the Leased Property with similar property pursuant to subparagraph (a) above, the City shall give notice thereof to Alpine Bank prior to such substitution.

Section 9.04. Cooperation of the City. At the expense of the City, the City shall cooperate fully with Alpine Bank in filing any proof of loss with respect to any insurance policy or performance bond covering the events described in Section 9.01 of this Lease and in the prosecution or defense of any prospective or pending condemnation proceeding with respect to the Leased Property or any portion thereof and in the enforcement of all warranties relating to the Leased Property. In no event shall Alpine Bank voluntarily settle, or consent to the settlement of, any proceeding arising out of any insurance claim, performance or payment bond

claim, prospective or pending condemnation proceeding, or any portion thereof without the written consent of the City.

Section 9.05. Condemnation by the City. The City agrees that, to the extent permitted by law, in the event it brings an eminent domain or condemnation proceeding with respect to all or any portion of the Leased Property, the fair market value of the condemned portion of the Leased Property shall be not less than the Purchase Option Price.

ARTICLE X

DISCLAIMER OF WARRANTIES; OTHER COVENANTS

Section 10.01. Disclaimer of Warranties. ALPINE BANK DOES NOT MAKE ANY WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR FITNESS FOR USE OF THE LEASED PROPERTY OR ANY OTHER REPRESENTATION OR WARRANTY WITH RESPECT TO THE LEASED PROPERTY. THE CITY HEREBY ACKNOWLEDGES AND DECLARES THAT THE CITY IS SOLELY RESPONSIBLE FOR THE USE, CONSTRUCTION, IMPROVEMENT, EQUIPPING, MAINTENANCE AND OPERATION OF THE LEASED PROPERTY, AND THAT ALPINE BANK DOES NOT HAVE ANY RESPONSIBILITY THEREFOR. For the purpose of enabling the City to discharge such responsibility, Alpine Bank constitutes and appoints the City as its attorney in fact for the purpose of constructing, improving, equipping, maintaining and operating the Leased Property, and asserting and enforcing, at the sole cost and expense of the City, all constructor's or manufacturer's warranties and guaranties, express or implied, with respect to the Leased Property, as well as any claims or rights Alpine Bank may have in respect of the Leased Property against any manufacturer, supplier, contractor or other person. In no event shall Alpine Bank be liable for any direct or indirect, incidental, special or consequential damage in connection with or arising out of this Lease or the existence, furnishing, functioning or use by the City of any item, product or service provided for herein.

Section 10.02. Further Assurances and Corrective Instruments. Alpine Bank and the City agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Leased Property hereby leased or intended so to be, or for otherwise carrying out the intention hereof.

Section 10.03. Compliance With Requirements. During the Lease Term, the City and Alpine Bank shall observe and comply promptly to the extent possible with all current and future orders of all courts having jurisdiction over the Leased Property or any portion thereof, provided that either the City or Alpine Bank, with notice to the other, may contest or appeal such orders so long as they are in compliance with such orders during the contest or appeal period, and all current and future requirements of all insurance companies writing policies covering the Leased Property or any portion thereof.

Section 10.04. Tax Covenant of City. After the Conversion Date, the City will not use or permit others to use the Leased property and the Project in a manner that would cause the interest component of the Base Rentals to be included in gross income for federal income tax purposes or to be an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals and corporations (except, with respect to corporations, as such interest is required to be taken into account in determining “adjusted net book income” for the purpose of computing the alternative minimum tax imposed on such corporations).

Section 10.05. Reserved.

Section 10.06. Immunity and Indemnification. In the exercise of the powers of Alpine Bank by its employees and agents under this Lease, including (without limiting the foregoing) the application of moneys and the investment of funds, Alpine Bank shall not be accountable to the City for any action taken or omitted with respect to this Lease by it or its employees and agents reasonably believed by it or them to be authorized or within the discretion or rights or powers conferred under this Lease. Alpine Bank and its employees and agents shall be protected in its or their actions taken in reliance upon any paper or documents believed by it or them to be genuine and consistent with their rights or powers under this Lease, and it or they may conclusively rely upon the advice of Counsel and may (but need not) require further evidence of any fact or matter before taking any action. No recourse shall be had by the City for any claims based on this Lease against any employee or agent of Alpine Bank alleging personal liability on the part of such person.

Subject to the limitations of Section 6.01 hereof and to the extent permitted by law, the City shall indemnify Alpine Bank and any of its employees or agents and save them harmless against any liability resulting from acts or omissions of the City in connection with any acts taken pursuant to this Lease as it relates to the City and the Leased Property. Subject to the limitations of Section 6.01 hereof and to the extent permitted by law, the City shall also indemnify Alpine Bank and its employees or agents against all claims arising from any act of negligence of the City or of any of its officers or employees in the performance of the City’s obligations under this Lease or any violation of law by the City or breach of any covenant or warranty by the City hereunder. To the extent permitted by law, the City shall indemnify and save Alpine Bank and its employees and agents harmless from any such claim arising as aforesaid or in connection with any action or proceeding brought thereon and, upon notice from Alpine Bank or any of its employees or agents, shall defend Alpine Bank and its employees and agents in any such action or proceeding. The City’s indemnification obligations hereunder shall not extend to liabilities or claims to the extent arising out of the negligent act or omission or other fault of Alpine Bank or any of its employees or agents.

Section 10.07. Access to Leased Property. The City agrees that Alpine Bank and its authorized representatives shall have the right at all reasonable times to examine and inspect the Leased Property and all of the City’s books and records with respect thereto. The City further agrees that Alpine Bank and any such representative shall have such rights of access to the Leased Property as may be reasonably necessary to cause the proper maintenance of the Leased Property in the event of failure by the City to perform its obligations under this Lease.

Section 10.08. Audited Financial Statements. The City shall provide its audited financial statements to Alpine Bank, annually, within 20 days of their acceptance by the Council. The City shall use its best efforts to provide such audited financial statements to be delivered to Alpine Bank no later than seven months after the close of the City's Fiscal Year. The City shall also provide budgets, interim statements, and other relevant information regarding the City's financial condition to Alpine Bank upon Alpine Bank's reasonable request.

ARTICLE XI

PURCHASE AND CONVEYANCE OF THE LEASED PROPERTY

Section 11.01. Purchase Option. The City shall have the option to purchase the interest of Alpine Bank in the Leased Property and terminate this Lease, but only (a) after the Conversion Date and (b) if it is not then in default under this Lease. The City may exercise its option on any Base Rental Payment Date by complying with one of the conditions set forth in Section 11.02. The City shall give Alpine Bank notice of its intention to exercise its option not less than 15 days in advance of the date of exercise. If the City shall have given notice to Alpine Bank of its intention to purchase the Leased Property, but shall not have deposited the amounts with Alpine Bank on the date specified in such notice, the City shall continue to pay Base Rentals as if no such notice had been given.

Section 11.02. Conveyance of the Leased Property. Alpine Bank shall transfer and convey its interest in the Leased Property to the City upon the City's execution of its purchase option, provided, however, that prior to such transfer and conveyance, either:

- (a) the City shall have paid the then applicable Purchase Option Price; or
- (b) no Event of Default shall have occurred and be continuing, and the City shall have paid all Base Rentals set forth in Exhibit B hereto and all then current Additional Rentals required to be paid hereunder, in which case Alpine Bank shall transfer and convey the Leased Property to the City.

The City is hereby granted the option to terminate this Lease and to purchase the interest of Alpine Bank in the Leased Property upon payment by the City of the then applicable Purchase Option Price. It is the intent of this Section to provide for and allow the release of the Leased Property shown on Exhibit A subject to this Lease if the City has fulfilled all payment obligations with respect hereto and is not then in default hereunder.

Section 11.01. Transfer of Leased Property At City's Option at End of Scheduled Lease Term. If all Base Rentals scheduled to be paid through the end of the Scheduled Lease Term and all Additional Rentals payable through the date of transfer of the Leased Property to the City pursuant to this Section shall have been paid, and if the City at such time in writing requests transfer of the Leased Property to it, then at such time and upon such City request, the Leased Property shall be assigned and transferred to the City at the end of the Scheduled Lease Term in the manner described in Section 11.02(b) hereof without any additional payment by the City.

ARTICLE XII

ASSIGNMENT AND SUBLEASING BY CITY

This Lease may not be assigned by the City for any reason other than to a successor by operation of law. However, the Leased Property may be subleased to any other person or entity, as a whole or in part, by the City, but without the necessity of obtaining the consent of Alpine Bank, subject, however, to each of the following conditions:

- (a) this Lease, and the obligations of the City hereunder, shall, at all times during the Lease Term remain obligations of the City subject to Section 6.01 of this Lease, and the City shall maintain its obligations to Alpine Bank, notwithstanding any sublease;
- (b) the City shall furnish or cause to be furnished to Alpine Bank a copy of any sublease agreement;
- (c) no sublease by the City shall violate the Constitution or laws of the State;
and
- (d) no sublease by the City shall violate the terms of the CEC Agreements.

ARTICLE XIII

EVENTS OF DEFAULT AND REMEDIES

Section 13.01. Events of Default Defined. Any one of the following shall be an “Event of Default” under this Lease:

- (a) failure by the City to pay any Base Rentals or Additional Rentals during the Lease Term within five Business Days after the same become due;
- (b) failure by the City to vacate or surrender possession of the Leased Property by the tenth Business Day of the Fiscal Year in respect of which an Event of Nonappropriation has occurred;
- (c) failure by the City to observe and perform any covenant, condition or agreement on its part to be observed or performed hereunder or under any certificates executed and delivered by the City in connection with the execution and delivery of this Lease, other than as referred to in (a) or (b), for a period of 30 days after written notice, specifying such failure and requesting that it be remedied shall be given to the City by Alpine Bank, unless Alpine Bank shall agree in writing to an extension of such time prior to its expiration; provided, however, that if the failure stated in the notice cannot be corrected within the applicable period, Alpine Bank shall not withhold its consent to an extension of such time if corrective action is instituted by the City within the applicable period and diligently pursued until the default is corrected. Such consent by Alpine Bank shall not be unreasonably withheld; or

(d) the City (i) files a petition or application seeking reorganization, arrangement under federal bankruptcy law, or other debtor relief under the laws of the State or (ii) is the subject of such a petition or application which is not contested by the City, or otherwise dismissed or discharged, within 30 days.

The foregoing provisions of this Section 13.01 are subject to the following limitations: (a) the City shall be obligated to pay the Base Rentals and Additional Rentals only during the Original Term or current Renewal Term, except as otherwise expressly provided in this Lease; and (b) if, by reason of Force Majeure, the City shall be unable in whole or in part to carry out any agreement on its part herein contained, other than the obligations on the part of the City contained in Article VI of this Lease, the City shall not be deemed in default during the continuance of such inability. The City agrees, however, to remedy, as promptly as legally and reasonably possible, the cause or causes preventing the City from carrying out its agreement; provided that the settlement of strikes, lockouts and other industrial disturbances shall be entirely within the discretion of the City.

Section 13.02. Remedies on Default. Whenever any Event of Default referred to in Section 13.01 of this Lease shall have happened and be continuing, Alpine Bank shall notify the City as required by this Lease and, without any further demand or notice, take one or any combination of the following remedial steps:

(a) Alpine Bank may terminate the Lease Term and give notice to the City to vacate and surrender possession of the Leased Property within ten Business Days of such notice.

(b) Alpine Bank may proceed to foreclose through the courts on or otherwise sell, trade-in, repossess or liquidate the City's leasehold interest in the Leased Property, or any part thereof in any lawful manner; provided, however, that Alpine Bank may not recover from the City any deficiency which may exist following the liquidation of the City's leasehold interest in the Leased Property in excess of Base Rentals and Additional Rentals for the then current Fiscal Year and in excess of amounts payable under subparagraph (d) of this Section 13.02.

(c) Alpine Bank may lease or sublease the Leased Property or any portion thereof or sell any interest Alpine Bank has in the Leased Property.

(d) Alpine Bank may recover from the City:

(i) the portion of Base Rentals and Additional Rentals which would otherwise have been payable hereunder, during any period in which the City continues to occupy, use or possess the Leased Property; and

(ii) Base Rentals and Additional Rentals which would otherwise have been payable by the City hereunder during the remainder, after the City vacates and surrenders possession of the Leased Property, of the Fiscal Year in which such Event of Default occurs.

(e) Alpine Bank may take possession of all credits, monies, funds or accounts held pursuant to the CEC Agreements and apply the same to reduce the Remaining Lease Balance and any other amounts owing under this Lease.

(f) Alpine Bank may take whatever action at law or in equity may appear necessary or desirable to enforce its rights in and to the Leased Property under this Lease.

Section 13.03. Limitations on Remedies. A judgment requiring a payment of money may be entered against the City by reason of an Event of Default only as to the City's liabilities described in paragraph (d) of Section 13.02 of this Lease. A judgment requiring a payment of money may be entered against the City by reason of an Event of Nonappropriation only to the extent that the City fails to vacate and surrender possession of the Leased Property as required by Section 6.06 of this Lease, and only as to the liabilities described in paragraph (d)(i) of Section 13.02 of this Lease. The remedy described in paragraph (d)(ii) of Section 13.02 of this Lease is not available for an Event of Default consisting of failure by the City to vacate and surrender possession of the Leased Property within ten Business Days following notice of an Event of Nonappropriation.

Section 13.04. No Remedy Exclusive. Subject to Section 13.03 hereof, no remedy herein conferred upon or reserved to Alpine Bank is intended to be exclusive, and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle Alpine Bank to exercise any remedy reserved in this Article XIII, it shall not be necessary to give any notice, other than such notice as may be required in this Article XIV.

Section 13.05. Waivers. Alpine Bank may waive any Event of Default under this Lease and its consequences. In the event that any agreement contained herein should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

Section 13.06. Agreement to Pay Attorneys' Fees and Expenses. To the extent permitted by law and subject to the provisions of Section 6.01 hereof, in the event that either party hereto shall default under any of the provisions hereof and the nondefaulting party shall employ attorneys or incur other expenses for the collection of Base Rentals and Additional Rentals, or the enforcement of performance or observance of any obligation or agreement on the part of the defaulting party herein contained, the defaulting party agrees that it shall on demand therefor pay to the nondefaulting party the fees of such attorneys and such other expenses so incurred by the nondefaulting party, to the extent that such attorneys' fees and expenses may be determined to be reasonable by a court of competent jurisdiction.

ARTICLE XIV

MISCELLANEOUS

Section 14.01. CEC Agreements. Alpine Bank acknowledges that a material consideration in the City's leasing of the Leased Property is receipt by the City of the Bill Credits, REC Payments and other credits which the power generated by the Financed Project will provide from the Utility pursuant to the CEC Agreements. For so long as this Agreement is in effect, Alpine Bank shall execute all assignments, notices and other instruments and take all steps reasonably required of it by the City, the Utility, Mesa Solar 1, LLC, Clean Energy Collective, LLC, or other parties to provide for inurement to the City of such Bill Credits, REC Payments and other credits associated with power generated by the Leased Property.

Section 14.02. Sovereign Powers of City. Nothing in this Lease shall be construed as diminishing, delegating, or otherwise restricting any of the sovereign powers of the City. Nothing in this Lease shall be construed to require the City to occupy and operate the Leased Property other than as lessee, or to require the City to exercise its right to purchase the Leased Property as provided in Article XI hereof.

Section 14.03. Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when delivered or mailed by certified or registered mail, postage prepaid, addressed as follows: if to the City of Louisville, Colorado, 749 Main Street, Louisville, Colorado 80027, Attention: City Manager, with a copy to the City Attorney; if to Alpine Bank, Alpine Bank, 1777 Wynkoop Street, Denver, Colorado 80202, Attn: Matt Teeters. The City and Alpine Bank may, by written notice, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

Section 14.04. Binding Effect. This Lease shall inure to the benefit of and shall be binding upon Alpine Bank and the City and their respective successors and assigns, subject, however, to the limitations contained in Article XII and Section 14.05 of this Lease.

Section 14.05. Amendments, Changes and Modifications. Except as otherwise provided in this Lease, this Lease may not be effectively amended, changed, modified or altered without the written consent of the parties hereto.

Section 14.06. Assignment by Alpine Bank. Alpine Bank agrees that it shall not assign or transfer this Lease or any interest herein except to an "Accredited Investor" as defined in Regulation D under the Securities Act of 1933, as amended (the "1933 Act"), or a bank or trust company acting as trustee for holders of certificates representing interests in one or more obligations, which bank or trust company agrees to (i) maintain, or cause to be maintained, a book-entry system in which a record of the names and addresses of such holders is kept and (ii) require that each person acquiring a beneficial ownership interest in any such certificate be an Accredited Investor. In connection with any transfer or sale the City may require a letter from the transferee to the effect that the transferee is an Accredited Investor purchasing for its own account with no present view to resale or other distribution of any interest in this Lease or is a bank or trust company acting as trustee as described above. The City shall not be required

to recognize the interest of, take any action on behalf or for the benefit of or make any payment to any person acquiring an interest in this Lease by any means other than a transfer effectuated in compliance with this Section.

Section 14.07. Reserved.

Section 14.08. Payments Due on Holidays. If the date for making any payment or the last day for performance of any act or the exercising of any right, as provided in this Lease, shall be a day other than a Business Day, such payment may be made or act performed or right exercised on the next succeeding Business Day, with the same force and effect as if done on the nominal date provided in this Lease.

Section 14.09. Severability. In the event that any provision of this Lease, other than the requirement of the City to pay Base Rentals in accordance with Section 6.01 and the requirement of Alpine Bank to provide quiet enjoyment of the Leased Property and to convey the Leased Property to the City under the conditions set forth in Article XI of this Lease, and the requirement that the obligation of the City to pay Base Rentals, Additional Rentals and other amounts under this Lease are subject to the limitations of Section 6.01 hereof, shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 14.10. No Merger. Alpine Bank and the City intend that the legal doctrine of merger shall have no application to this Lease by the City and Alpine Bank nor the exercise of any remedies under the Lease shall operate to terminate or extinguish this Lease, except as specifically provided therein and herein.

Section 14.11. Execution in Counterparts. This Lease may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 14.12. Applicable Law. This Lease shall be governed by and construed in accordance with the laws of the State, without regard to conflict of laws principles.

Section 14.13. Captions. The captions or headings herein are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Lease.

[Signature Page to Lease and Lease Purchase Agreement follows]

WITNESS the due execution hereof as of the day and the year first mentioned above.

ALPINE BANK, as Lessor

By _____

[Signature Page to Lease and Lease Purchase Agreement]

WITNESS the due execution hereof as of the day and the year first mentioned above.

[SEAL]

CITY OF LOUISVILLE, COLORADO, as Lessee

Attest:

By _____
City Clerk

By _____
City Manager

[Signature Page to Lease and Lease Purchase Agreement]

EXHIBIT A

DESCRIPTION OF LEASED PROPERTY

606 solar panels located in the Boulder County Solar Array located at 1600 S. 66th Street, Boulder, Colorado 80303:

Serial Numbers and Locations:

Row: 1 Run: 1 Col: 37 - 2001826996 250
Row: 1 Run: 1 Col: 38 - 2001827122 250
Row: 1 Run: 1 Col: 39 - 2001828364 250
Row: 1 Run: 1 Col: 40 - 2001828347 250
Row: 1 Run: 1 Col: 41 - 2001828379 250
Row: 1 Run: 1 Col: 42 - 2001828350 250
Row: 1 Run: 1 Col: 56 - 2001827682 250
Row: 1 Run: 1 Col: 57 - 2001828036 250
Row: 1 Run: 1 Col: 58 - 2001827688 250
Row: 1 Run: 1 Col: 59 - 2001827687 250
Row: 1 Run: 1 Col: 60 - 2001827238 250
Row: 1 Run: 1 Col: 62 - 2001828914 250
Row: 1 Run: 2 Col: 37 - 2001826994 250
Row: 1 Run: 2 Col: 38 - 2001828038 250
Row: 1 Run: 2 Col: 39 - 2001828381 250
Row: 1 Run: 2 Col: 40 - 2001828384 250
Row: 1 Run: 2 Col: 41 - 2001828376 250
Row: 1 Run: 2 Col: 42 - 2001828374 250
Row: 1 Run: 2 Col: 56 - 2001827681 250
Row: 1 Run: 2 Col: 57 - 2001827677 250
Row: 1 Run: 2 Col: 58 - 2001827558 250
Row: 1 Run: 2 Col: 59 - 2001827557 250
Row: 1 Run: 2 Col: 60 - 2001827241 250
Row: 1 Run: 2 Col: 62 - 2001828740 250
Row: 1 Run: 3 Col: 37 - 2001827830 250
Row: 1 Run: 3 Col: 38 - 2001828037 250
Row: 1 Run: 3 Col: 39 - 2001828383 250
Row: 1 Run: 3 Col: 40 - 2001828382 250
Row: 1 Run: 3 Col: 41 - 2001828348 250
Row: 1 Run: 3 Col: 42 - 2001828369 250
Row: 1 Run: 3 Col: 56 - 2001827683 250
Row: 1 Run: 3 Col: 57 - 2001827690 250
Row: 1 Run: 3 Col: 58 - 2001827689 250
Row: 1 Run: 3 Col: 59 - 2001827575 250

Row: 1 Run: 4 Col: 36 - 2001826993 250
Row: 1 Run: 4 Col: 37 - 2001826948 250
Row: 1 Run: 4 Col: 38 - 2001828048 250
Row: 1 Run: 4 Col: 39 - 2001828375 250
Row: 1 Run: 4 Col: 40 - 2001828380 250
Row: 1 Run: 4 Col: 41 - 2001828349 250
Row: 1 Run: 4 Col: 55 - 2001828033 250
Row: 1 Run: 4 Col: 56 - 2001828030 250
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Row: 1 Run: 4 Col: 58 - 2001827686 250
Row: 1 Run: 4 Col: 59 - 2001827680 250
Row: 1 Run: 4 Col: 61 - 2001829438 250
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Row: 3 Run: 4 Col: 61 - 2001828648 250
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Row: 5 Run: 1 Col: 57 - SF22015P1112AG0169 235
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Row: 5 Run: 1 Col: 59 - SF22021P1112TY0090 235
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Row: 5 Run: 3 Col: 59 - SF22021P1112TY0086 235
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Row: 5 Run: 4 Col: 36 - SF22016P1112AF0268 235
Row: 5 Run: 4 Col: 37 - SF22016P1112AF0262 235
Row: 5 Run: 4 Col: 38 - SF22016P1112AF0152 235
Row: 5 Run: 4 Col: 39 - SF22027P1111CI0185 235
Row: 5 Run: 4 Col: 40 - SF22015P1112Z0632 235
Row: 5 Run: 4 Col: 41 - SF22015P1112Z0913 235
Row: 5 Run: 4 Col: 42 - SF22016P1112AF0279 235
Row: 5 Run: 4 Col: 43 - SF22016P1112AF0093 235
Row: 5 Run: 4 Col: 44 - SF22015P1112Z0820 235
Row: 5 Run: 4 Col: 45 - SF22015P1112Z0860 235

Row: 5 Run: 4 Col: 46 - SF22015P1112Z0694 235
Row: 5 Run: 4 Col: 47 - SF22015P1112Z0852 235
Row: 5 Run: 4 Col: 48 - SF22021P1112TY0051 235
Row: 5 Run: 4 Col: 49 - SF22021P1112TY0078 235
Row: 5 Run: 4 Col: 50 - SF22021P1112TY0064 235
Row: 5 Run: 4 Col: 51 - SF22021P1112TY0080 235
Row: 5 Run: 4 Col: 52 - SF22021P1112TY0038 235
Row: 5 Run: 4 Col: 53 - SF22021P1112TY0004 235
Row: 5 Run: 4 Col: 54 - SF22021P1112TY0030 235

EXHIBIT B
BASE RENTALS SCHEDULE
(attached)

AMORTIZATION SCHEDULE

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
\$510,000.00	05-01-2015	05-01-2030		04A / 980	CAA8740	315	
References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "*****" has been omitted due to text length limitations.							

Borrower: CITY OF LOUISVILLE
749 MAIN ST
LOUISVILLE, CO 80027-1829

Lender: Alpine Bank, A Colorado Banking Corporation
Alpine Bank Rifle
400 7th Street South
Rifle, CO 81650
(800) 551-6098

Disbursement Date: May 1, 2015
Interest Rate: 4.750

Repayment Schedule: Installment
Calculation Method: 365/360 U.S. Rule

Payment Number	Payment Date	Payment Amount	Interest Paid	Principal Paid	Remaining Balance
1	06-01-2015	3,984.78	2,086.04	1,898.74	508,101.26
2	07-01-2015	3,984.78	2,011.23	1,973.55	506,127.71
3	08-01-2015	3,984.78	2,070.20	1,914.58	504,213.13
4	09-01-2015	3,984.78	2,062.37	1,922.41	502,290.72
5	10-01-2015	3,984.78	1,988.23	1,996.55	500,294.17
6	11-01-2015	3,984.78	2,046.34	1,938.44	498,355.73
7	12-01-2015	3,984.78	1,972.66	2,012.12	496,343.61
2015 TOTALS:		27,893.46	14,237.07	13,656.39	
8	01-01-2016	3,984.78	2,030.18	1,954.60	494,389.01
9	02-01-2016	3,984.78	2,022.19	1,962.59	492,426.42
10	03-01-2016	3,984.78	1,819.24	2,165.54	490,260.88
11	04-01-2016	3,984.78	2,005.30	1,979.48	488,281.40
12	05-01-2016	3,984.78	1,932.78	2,052.00	486,229.40
13	06-01-2016	3,984.78	1,988.81	1,995.97	484,233.43
14	07-01-2016	3,984.78	1,916.76	2,068.02	482,165.41
15	08-01-2016	3,984.78	1,972.19	2,012.59	480,152.82
16	09-01-2016	3,984.78	1,963.96	2,020.82	478,132.00
17	10-01-2016	3,984.78	1,892.61	2,092.17	476,039.83
18	11-01-2016	3,984.78	1,947.14	2,037.64	474,002.19
19	12-01-2016	3,984.78	1,876.26	2,108.52	471,893.67
2016 TOTALS:		47,817.36	23,367.42	24,449.94	
20	01-01-2017	3,984.78	1,930.18	2,054.60	469,839.07
21	02-01-2017	3,984.78	1,921.77	2,063.01	467,776.06
22	03-01-2017	3,984.78	1,728.17	2,256.61	465,519.45
23	04-01-2017	3,984.78	1,904.10	2,080.68	463,438.77
24	05-01-2017	3,984.78	1,834.45	2,150.33	461,288.44
25	06-01-2017	3,984.78	1,886.80	2,097.98	459,190.46
26	07-01-2017	3,984.78	1,817.63	2,167.15	457,023.31
27	08-01-2017	3,984.78	1,869.35	2,115.43	454,907.88
28	09-01-2017	3,984.78	1,860.70	2,124.08	452,783.80
29	10-01-2017	3,984.78	1,792.27	2,192.51	450,591.29
30	11-01-2017	3,984.78	1,843.04	2,141.74	448,449.55
31	12-01-2017	3,984.78	1,775.11	2,209.67	446,239.88
2017 TOTALS:		47,817.36	22,163.57	25,653.79	
32	01-01-2018	3,984.78	1,825.25	2,159.53	444,080.35
33	02-01-2018	3,984.78	1,816.41	2,168.37	441,911.98
34	03-01-2018	3,984.78	1,632.62	2,352.16	439,559.82
35	04-01-2018	3,984.78	1,797.92	2,186.86	437,372.96
36	05-01-2018	3,984.78	1,731.27	2,253.51	435,119.45
37	06-01-2018	3,984.78	1,779.76	2,205.02	432,914.43
38	07-01-2018	3,984.78	1,713.62	2,271.16	430,643.27
39	08-01-2018	3,984.78	1,761.45	2,223.33	428,419.94
40	09-01-2018	3,984.78	1,752.36	2,232.42	426,187.52
41	10-01-2018	3,984.78	1,686.99	2,297.79	423,889.73
42	11-01-2018	3,984.78	1,733.83	2,250.95	421,638.78
43	12-01-2018	3,984.78	1,668.99	2,315.79	419,322.99
2018 TOTALS:		47,817.36	20,900.47	26,916.89	
44	01-01-2019	3,984.78	1,715.15	2,269.63	417,053.36
45	02-01-2019	3,984.78	1,705.86	2,278.92	414,774.44
46	03-01-2019	3,984.78	1,532.36	2,452.42	412,322.02
47	04-01-2019	3,984.78	1,686.51	2,298.27	410,023.75
48	05-01-2019	3,984.78	1,623.01	2,361.77	407,661.98
49	06-01-2019	3,984.78	1,667.45	2,317.33	405,344.65
50	07-01-2019	3,984.78	1,604.49	2,380.29	402,964.36
51	08-01-2019	3,984.78	1,648.24	2,336.54	400,627.82

**AMORTIZATION SCHEDULE
(Continued)**

52	09-01-2019	3,984.78	1,638.68	2,346.10	398,281.72
53	10-01-2019	3,984.78	1,576.53	2,408.25	395,873.47
54	11-01-2019	3,984.78	1,619.23	2,365.55	393,507.92
55	12-01-2019	3,984.78	1,557.64	2,427.14	391,080.78
2019 TOTALS:		47,817.36	19,575.15	28,242.21	
56	01-01-2020	3,984.78	1,599.63	2,385.15	388,695.63
57	02-01-2020	3,984.78	1,589.87	2,394.91	386,300.72
58	03-01-2020	3,984.78	1,427.17	2,557.61	383,743.11
59	04-01-2020	3,984.78	1,569.62	2,415.16	381,327.95
60	05-01-2020	3,984.78	1,509.42	2,475.36	378,852.59
61	06-01-2020	3,984.78	1,549.61	2,435.17	376,417.42
62	07-01-2020	3,984.78	1,489.99	2,494.79	373,922.63
63	08-01-2020	3,984.78	1,529.45	2,455.33	371,467.30
64	09-01-2020	3,984.78	1,519.40	2,465.38	369,001.92
65	10-01-2020	3,984.78	1,460.63	2,524.15	366,477.77
66	11-01-2020	3,984.78	1,499.00	2,485.78	363,991.99
67	12-01-2020	3,984.78	1,440.80	2,543.98	361,448.01
2020 TOTALS:		47,817.36	18,184.59	29,632.77	
68	01-01-2021	3,984.78	1,478.42	2,506.36	358,941.65
69	02-01-2021	3,984.78	1,468.17	2,516.61	356,425.04
70	03-01-2021	3,984.78	1,316.79	2,667.99	353,757.05
71	04-01-2021	3,984.78	1,446.96	2,537.82	351,219.23
72	05-01-2021	3,984.78	1,390.24	2,594.54	348,624.69
73	06-01-2021	3,984.78	1,425.97	2,558.81	346,065.88
74	07-01-2021	3,984.78	1,369.84	2,614.94	343,450.94
75	08-01-2021	3,984.78	1,404.81	2,579.97	340,870.97
76	09-01-2021	3,984.78	1,394.26	2,590.52	338,280.45
77	10-01-2021	3,984.78	1,339.03	2,645.75	335,634.70
78	11-01-2021	3,984.78	1,372.84	2,611.94	333,022.76
79	12-01-2021	3,984.78	1,318.22	2,666.56	330,356.20
2021 TOTALS:		47,817.36	16,725.55	31,091.81	
80	01-01-2022	3,984.78	1,351.25	2,633.53	327,722.67
81	02-01-2022	3,984.78	1,340.48	2,644.30	325,078.37
82	03-01-2022	3,984.78	1,200.98	2,783.80	322,294.57
83	04-01-2022	3,984.78	1,318.27	2,666.51	319,628.06
84	05-01-2022	3,984.78	1,265.19	2,719.59	316,908.47
85	06-01-2022	3,984.78	1,296.24	2,688.54	314,219.93
86	07-01-2022	3,984.78	1,243.79	2,740.99	311,478.94
87	08-01-2022	3,984.78	1,274.04	2,710.74	308,768.20
88	09-01-2022	3,984.78	1,262.95	2,721.83	306,046.37
89	10-01-2022	3,984.78	1,211.43	2,773.35	303,273.02
90	11-01-2022	3,984.78	1,240.47	2,744.31	300,528.71
91	12-01-2022	3,984.78	1,189.59	2,795.19	297,733.52
2022 TOTALS:		47,817.36	15,194.68	32,622.68	
92	01-01-2023	3,984.78	1,217.81	2,766.97	294,966.55
93	02-01-2023	3,984.78	1,206.50	2,778.28	292,188.27
94	03-01-2023	3,984.78	1,079.47	2,905.31	289,282.96
95	04-01-2023	3,984.78	1,183.25	2,801.53	286,481.43
96	05-01-2023	3,984.78	1,133.99	2,850.79	283,630.64
97	06-01-2023	3,984.78	1,160.13	2,824.65	280,805.99
98	07-01-2023	3,984.78	1,111.52	2,873.26	277,932.73
99	08-01-2023	3,984.78	1,136.82	2,847.96	275,084.77
100	09-01-2023	3,984.78	1,125.17	2,859.61	272,225.16
101	10-01-2023	3,984.78	1,077.56	2,907.22	269,317.94
102	11-01-2023	3,984.78	1,101.59	2,883.19	266,434.75
103	12-01-2023	3,984.78	1,054.64	2,930.14	263,504.61
2023 TOTALS:		47,817.36	13,588.45	34,228.91	
104	01-01-2024	3,984.78	1,077.81	2,906.97	260,597.64
105	02-01-2024	3,984.78	1,065.92	2,918.86	257,678.78
106	03-01-2024	3,984.78	951.98	3,032.80	254,645.98
107	04-01-2024	3,984.78	1,041.57	2,943.21	251,702.77
108	05-01-2024	3,984.78	996.32	2,988.46	248,714.31
109	06-01-2024	3,984.78	1,017.31	2,967.47	245,746.84
110	07-01-2024	3,984.78	972.75	3,012.03	242,734.81
111	08-01-2024	3,984.78	992.85	2,991.93	239,742.88
112	09-01-2024	3,984.78	980.61	3,004.17	236,738.71
113	10-01-2024	3,984.78	937.09	3,047.69	233,691.02
114	11-01-2024	3,984.78	955.86	3,028.92	230,662.10
115	12-01-2024	3,984.78	913.04	3,071.74	227,590.36
2024 TOTALS:		47,817.36	11,903.11	35,914.25	

**AMORTIZATION SCHEDULE
(Continued)**

116	01-01-2025	3,984.78	930.91	3,053.87	224,536.49
117	02-01-2025	3,984.78	918.42	3,066.36	221,470.13
118	03-01-2025	3,984.78	818.21	3,166.57	218,303.56
119	04-01-2025	3,984.78	892.92	3,091.86	215,211.70
120	05-01-2025	3,984.78	851.88	3,132.90	212,078.80
121	06-01-2025	3,984.78	867.46	3,117.32	208,961.48
122	07-01-2025	3,984.78	827.14	3,157.64	205,803.84
123	08-01-2025	3,984.78	841.79	3,142.99	202,660.85
124	09-01-2025	3,984.78	828.94	3,155.84	199,505.01
125	10-01-2025	3,984.78	789.71	3,195.07	196,309.94
126	11-01-2025	3,984.78	802.96	3,181.82	193,128.12
127	12-01-2025	3,984.78	764.47	3,220.31	189,907.81
2025 TOTALS:		47,817.36	10,134.81	37,682.55	
128	01-01-2026	3,984.78	776.78	3,208.00	186,699.81
129	02-01-2026	3,984.78	763.65	3,221.13	183,478.68
130	03-01-2026	3,984.78	677.85	3,306.93	180,171.75
131	04-01-2026	3,984.78	736.95	3,247.83	176,923.92
132	05-01-2026	3,984.78	700.32	3,284.46	173,639.46
133	06-01-2026	3,984.78	710.23	3,274.55	170,364.91
134	07-01-2026	3,984.78	674.36	3,310.42	167,054.49
135	08-01-2026	3,984.78	683.30	3,301.48	163,753.01
136	09-01-2026	3,984.78	669.80	3,314.98	160,438.03
137	10-01-2026	3,984.78	635.07	3,349.71	157,088.32
138	11-01-2026	3,984.78	642.53	3,342.25	153,746.07
139	12-01-2026	3,984.78	608.58	3,376.20	150,369.87
2026 TOTALS:		47,817.36	8,279.42	39,537.94	
140	01-01-2027	3,984.78	615.05	3,369.73	147,000.14
141	02-01-2027	3,984.78	601.27	3,383.51	143,616.63
142	03-01-2027	3,984.78	530.58	3,454.20	140,162.43
143	04-01-2027	3,984.78	573.30	3,411.48	136,750.95
144	05-01-2027	3,984.78	541.31	3,443.47	133,307.48
145	06-01-2027	3,984.78	545.26	3,439.52	129,867.96
146	07-01-2027	3,984.78	514.06	3,470.72	126,397.24
147	08-01-2027	3,984.78	517.00	3,467.78	122,929.46
148	09-01-2027	3,984.78	502.82	3,481.96	119,447.50
149	10-01-2027	3,984.78	472.81	3,511.97	115,935.53
150	11-01-2027	3,984.78	474.21	3,510.57	112,424.96
151	12-01-2027	3,984.78	445.02	3,539.76	108,885.20
2027 TOTALS:		47,817.36	6,332.69	41,484.67	
152	01-01-2028	3,984.78	445.37	3,539.41	105,345.79
153	02-01-2028	3,984.78	430.89	3,553.89	101,791.90
154	03-01-2028	3,984.78	376.06	3,608.72	98,183.18
155	04-01-2028	3,984.78	401.60	3,583.18	94,600.00
156	05-01-2028	3,984.78	374.46	3,610.32	90,989.68
157	06-01-2028	3,984.78	372.17	3,612.61	87,377.07
158	07-01-2028	3,984.78	345.87	3,638.91	83,738.16
159	08-01-2028	3,984.78	342.51	3,642.27	80,095.89
160	09-01-2028	3,984.78	327.61	3,657.17	76,438.72
161	10-01-2028	3,984.78	302.57	3,682.21	72,756.51
162	11-01-2028	3,984.78	297.59	3,687.19	69,069.32
163	12-01-2028	3,984.78	273.40	3,711.38	65,357.94
2028 TOTALS:		47,817.36	4,290.10	43,527.26	
164	01-01-2029	3,984.78	267.33	3,717.45	61,640.49
165	02-01-2029	3,984.78	252.13	3,732.65	57,907.84
166	03-01-2029	3,984.78	213.94	3,770.84	54,137.00
167	04-01-2029	3,984.78	221.44	3,763.34	50,373.66
168	05-01-2029	3,984.78	199.40	3,785.38	46,588.28
169	06-01-2029	3,984.78	190.56	3,794.22	42,794.06
170	07-01-2029	3,984.78	169.39	3,815.39	38,978.67
171	08-01-2029	3,984.78	159.43	3,825.35	35,153.32
172	09-01-2029	3,984.78	143.79	3,840.99	31,312.33
173	10-01-2029	3,984.78	123.94	3,860.84	27,451.49
174	11-01-2029	3,984.78	112.28	3,872.50	23,578.99
175	12-01-2029	3,984.78	93.33	3,891.45	19,687.54
2029 TOTALS:		47,817.36	2,146.96	45,670.40	
176	01-01-2030	3,984.78	80.53	3,904.25	15,783.29
177	02-01-2030	3,984.78	64.56	3,920.22	11,863.07
178	03-01-2030	3,984.78	43.83	3,940.95	7,922.12
179	04-01-2030	3,984.78	32.40	3,952.38	3,969.74
180	05-01-2030	3,984.78	15.04	3,969.74	0.00

**AMORTIZATION SCHEDULE
(Continued)**

2030 TOTALS:	19,923.90	236.36	19,687.54
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TOTALS:	717,260.40	207,260.40	510,000.00
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NOTICE: This is an estimated loan amortization schedule. Actual amounts may vary if payments are made on different dates or in different amounts.

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AMORTIZATION SCHEDULE

Principal \$510,000.00	Loan Date 05-01-2015	Maturity 05-01-2030	Loan No	Call / Coll 04A / 900	Account CAA8740	Officer 315	Initials
References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "*****" has been omitted due to text length limitations.							

Borrower: CITY OF LOUISVILLE
749 MAIN ST
LOUISVILLE, CO 80027-1829

Lender: Alpine Bank, A Colorado Banking Corporation
Alpine Bank Rifle
400 7th Street South
Rifle, CO 81650
(800) 551-6098

Disbursement Date: May 1, 2015

Repayment Schedule: Irregular
Calculation Method: 365/360 U.S. Rule

Payment Number	Payment Date	Interest Rate	Payment Amount	Interest Paid	Principal Paid	Balance
1	06-01-2015	4.750	3,984.78	2,086.04	1,898.74	508,101.26
2	07-01-2015	4.750	3,984.78	2,011.23	1,973.55	506,127.71
3	08-01-2015	4.750	3,984.78	2,070.20	1,914.58	504,213.13
4	09-01-2015	4.750	3,984.78	2,062.37	1,922.41	502,290.72
5	10-01-2015	4.750	3,984.78	1,988.23	1,996.55	500,294.17
6	11-01-2015	4.750	3,984.78	2,046.34	1,938.44	498,355.73
7	12-01-2015	4.750	3,984.78	1,972.66	2,012.12	496,343.61
2015 TOTALS:			27,893.46	14,237.07	13,656.39	
8	01-01-2016	4.750	3,984.78	2,030.18	1,954.60	494,389.01
9	02-01-2016	4.750	3,984.78	2,022.19	1,962.59	492,426.42
10	03-01-2016	4.750	3,984.78	1,819.24	2,165.54	490,260.88
11	04-01-2016	4.750	3,984.78	2,005.30	1,979.48	488,281.40
12	05-01-2016	4.750	3,984.78	1,932.78	2,052.00	486,229.40
13	06-01-2016	4.750	3,984.78	1,988.81	1,995.97	484,233.43
14	07-01-2016	4.750	3,984.78	1,916.76	2,068.02	482,165.41
15	08-01-2016	4.750	3,984.78	1,972.19	2,012.59	480,152.82
16	09-01-2016	4.750	3,984.78	1,963.96	2,020.82	478,132.00
17	10-01-2016	4.750	3,984.78	1,892.61	2,092.17	476,039.83
18	11-01-2016	4.750	3,984.78	1,947.14	2,037.64	474,002.19
19	12-01-2016	4.750	3,984.78	1,876.26	2,108.52	471,893.67
2016 TOTALS:			47,817.36	23,367.42	24,449.94	
20	01-01-2017	4.750	3,984.78	1,930.18	2,054.60	469,839.07
21	02-01-2017	4.750	3,984.78	1,921.77	2,063.01	467,776.06
22	03-01-2017	4.750	3,984.78	1,728.17	2,256.61	465,519.45
23	04-01-2017	4.750	3,984.78	1,904.10	2,080.88	463,438.77
24	05-01-2017	4.750	3,984.78	1,834.45	2,150.33	461,288.44
25	06-01-2017	4.750	3,984.78	1,886.80	2,097.98	459,190.46
26	07-01-2017	4.750	3,984.78	1,817.63	2,167.15	457,023.31
27	08-01-2017	4.750	3,984.78	1,869.35	2,115.43	454,907.88
28	09-01-2017	4.750	3,984.78	1,860.70	2,124.08	452,783.80
29	10-01-2017	4.750	3,984.78	1,792.27	2,192.51	450,591.29
30	11-01-2017	4.750	3,984.78	1,843.04	2,141.74	448,449.55
31	12-01-2017	4.750	3,984.78	1,775.11	2,209.67	446,239.88
2017 TOTALS:			47,817.36	22,163.57	25,653.79	
32	01-01-2018	4.750	3,984.78	1,825.25	2,159.53	444,080.35
33	02-01-2018	4.750	3,984.78	1,816.41	2,168.37	441,911.98
34	03-01-2018	4.750	3,984.78	1,632.62	2,352.16	439,559.82
35	04-01-2018	4.750	3,984.78	1,797.92	2,186.86	437,372.96
36	05-01-2018	4.750	3,984.78	1,731.27	2,253.51	435,119.45
37	06-01-2018	3.500	3,715.26	1,311.40	2,403.86	432,715.59
38	07-01-2018	3.500	3,715.26	1,262.09	2,453.17	430,262.42
39	08-01-2018	3.500	3,715.26	1,296.76	2,418.50	427,843.92
40	09-01-2018	3.500	3,715.26	1,289.47	2,425.79	425,418.13
41	10-01-2018	3.500	3,715.26	1,240.80	2,474.46	422,943.67
42	11-01-2018	3.500	3,715.26	1,274.71	2,440.55	420,503.12
43	12-01-2018	3.500	3,715.26	1,226.47	2,488.79	418,014.33
2018 TOTALS:			45,930.72	17,705.17	28,225.55	
44	01-01-2019	3.500	3,715.26	1,259.85	2,455.41	415,558.92
45	02-01-2019	3.500	3,715.26	1,252.45	2,462.81	413,096.11
46	03-01-2019	3.500	3,715.26	1,124.54	2,590.72	410,505.39
47	04-01-2019	3.500	3,715.26	1,237.22	2,478.04	408,027.35
48	05-01-2019	3.500	3,715.26	1,190.08	2,525.18	405,502.17
49	06-01-2019	3.500	3,715.26	1,222.14	2,493.12	403,009.05
50	07-01-2019	3.500	3,715.26	1,175.44	2,539.82	400,469.23
51	08-01-2019	3.500	3,715.26	1,206.97	2,508.29	397,960.94

**AMORTIZATION SCHEDULE
(Continued)**

52	09-01-2019	3,500	3,715.26	1,199.41	2,515.85	395,445.09
53	10-01-2019	3,500	3,715.26	1,153.38	2,561.88	392,883.21
54	11-01-2019	3,500	3,715.26	1,184.11	2,531.15	390,352.06
55	12-01-2019	3,500	3,715.26	1,138.53	2,576.73	387,775.33
2019 TOTALS:			44,583.12	14,344.12	30,239.00	
56	01-01-2020	3,500	3,715.26	1,168.71	2,546.55	385,228.78
57	02-01-2020	3,500	3,715.26	1,161.04	2,554.22	382,674.56
58	03-01-2020	3,500	3,715.26	1,041.73	2,673.53	380,001.03
59	04-01-2020	3,500	3,715.26	1,145.28	2,569.98	377,431.05
60	05-01-2020	3,500	3,715.26	1,100.84	2,614.42	374,816.63
61	06-01-2020	3,500	3,715.26	1,129.66	2,585.60	372,231.03
62	07-01-2020	3,500	3,715.26	1,085.67	2,629.59	369,601.44
63	08-01-2020	3,500	3,715.26	1,113.94	2,601.32	367,000.12
64	09-01-2020	3,500	3,715.26	1,106.10	2,609.16	364,390.96
65	10-01-2020	3,500	3,715.26	1,062.81	2,652.45	361,738.51
66	11-01-2020	3,500	3,715.26	1,090.24	2,625.02	359,113.49
67	12-01-2020	3,500	3,715.26	1,047.41	2,667.85	356,445.64
2020 TOTALS:			44,583.12	13,253.43	31,329.69	
68	01-01-2021	3,500	3,715.26	1,074.29	2,640.97	353,804.67
69	02-01-2021	3,500	3,715.26	1,066.33	2,648.93	351,155.74
70	03-01-2021	3,500	3,715.26	955.92	2,759.34	348,396.40
71	04-01-2021	3,500	3,715.26	1,050.03	2,665.23	345,731.17
72	05-01-2021	3,500	3,715.26	1,008.38	2,706.88	343,024.29
73	06-01-2021	3,500	3,715.26	1,033.84	2,681.42	340,342.87
74	07-01-2021	3,500	3,715.26	992.67	2,722.59	337,620.28
75	08-01-2021	3,500	3,715.26	1,017.55	2,697.71	334,922.57
76	09-01-2021	3,500	3,715.26	1,009.42	2,705.84	332,216.73
77	10-01-2021	3,500	3,715.26	968.97	2,746.29	329,470.44
78	11-01-2021	3,500	3,715.26	992.99	2,722.27	326,748.17
79	12-01-2021	3,500	3,715.26	953.02	2,762.24	323,985.93
2021 TOTALS:			44,583.12	12,123.41	32,459.71	
80	01-01-2022	3,500	3,715.26	976.46	2,738.80	321,247.13
81	02-01-2022	3,500	3,715.26	968.20	2,747.06	318,500.07
82	03-01-2022	3,500	3,715.26	867.03	2,848.23	315,651.84
83	04-01-2022	3,500	3,715.26	951.34	2,763.92	312,887.92
84	05-01-2022	3,500	3,715.26	912.59	2,802.67	310,085.25
85	06-01-2022	3,500	3,715.26	934.56	2,780.70	307,304.55
86	07-01-2022	3,500	3,715.26	896.30	2,818.96	304,485.59
87	08-01-2022	3,500	3,715.26	917.69	2,797.57	301,688.02
88	09-01-2022	3,500	3,715.26	909.25	2,806.01	298,882.01
89	10-01-2022	3,500	3,715.26	871.74	2,843.52	296,038.49
90	11-01-2022	3,500	3,715.26	892.23	2,823.03	293,215.46
91	12-01-2022	3,500	3,715.26	855.21	2,860.05	290,355.41
2022 TOTALS:			44,583.12	10,952.60	33,630.52	
92	01-01-2023	3,500	3,715.26	875.10	2,840.16	287,515.25
93	02-01-2023	3,500	3,715.26	866.54	2,848.72	284,666.53
94	03-01-2023	3,500	3,715.26	774.93	2,940.33	281,726.20
95	04-01-2023	3,500	3,715.26	849.09	2,866.17	278,860.03
96	05-01-2023	3,500	3,715.26	813.34	2,901.92	275,958.11
97	06-01-2023	3,500	3,715.26	831.71	2,883.55	273,074.56
98	07-01-2023	3,500	3,715.26	796.47	2,918.79	270,155.77
99	08-01-2023	3,500	3,715.26	814.22	2,901.04	267,254.73
100	09-01-2023	3,500	3,715.26	805.48	2,909.78	264,344.95
101	10-01-2023	3,500	3,715.26	771.01	2,944.25	261,400.70
102	11-01-2023	3,500	3,715.26	787.83	2,927.43	258,473.27
103	12-01-2023	3,500	3,715.26	753.88	2,961.38	255,511.89
2023 TOTALS:			44,583.12	9,739.60	34,843.52	
104	01-01-2024	3,500	3,715.26	770.08	2,945.18	252,566.71
105	02-01-2024	3,500	3,715.26	761.21	2,954.05	249,612.66
106	03-01-2024	3,500	3,715.26	679.50	3,035.76	246,576.90
107	04-01-2024	3,500	3,715.26	743.16	2,972.10	243,604.80
108	05-01-2024	3,500	3,715.26	710.51	3,004.75	240,600.05
109	06-01-2024	3,500	3,715.26	725.14	2,990.12	237,609.93
110	07-01-2024	3,500	3,715.26	693.03	3,022.23	234,587.70
111	08-01-2024	3,500	3,715.26	707.02	3,008.24	231,579.46
112	09-01-2024	3,500	3,715.26	697.95	3,017.31	228,562.15
113	10-01-2024	3,500	3,715.26	666.64	3,048.62	225,513.53
114	11-01-2024	3,500	3,715.26	679.67	3,035.59	222,477.94
115	12-01-2024	3,500	3,715.26	648.89	3,066.37	219,411.57
2024 TOTALS:			44,583.12	8,482.80	36,100.32	

**AMORTIZATION SCHEDULE
(Continued)**

116	01-01-2025	3,500	3,715.26	661.28	3,053.98	216,357.59
117	02-01-2025	3,500	3,715.26	652.08	3,063.18	213,294.41
118	03-01-2025	3,500	3,715.26	580.63	3,134.63	210,159.78
119	04-01-2025	3,500	3,715.26	633.40	3,081.86	207,077.92
120	05-01-2025	3,500	3,715.26	603.98	3,111.28	203,966.64
121	06-01-2025	3,500	3,715.26	614.73	3,100.53	200,866.11
122	07-01-2025	3,500	3,715.26	585.86	3,129.40	197,736.71
123	08-01-2025	3,500	3,715.26	595.96	3,119.30	194,617.41
124	09-01-2025	3,500	3,715.26	586.56	3,128.70	191,488.71
125	10-01-2025	3,500	3,715.26	558.51	3,156.75	188,331.96
126	11-01-2025	3,500	3,715.26	567.61	3,147.65	185,184.31
127	12-01-2025	3,500	3,715.26	540.12	3,175.14	182,009.17
2025 TOTALS:			44,583.12	7,180.72	37,402.40	
128	01-01-2026	3,500	3,715.26	548.56	3,166.70	178,842.47
129	02-01-2026	3,500	3,715.26	539.01	3,176.25	175,666.22
130	03-01-2026	3,500	3,715.26	478.20	3,237.06	172,429.16
131	04-01-2026	3,500	3,715.26	519.68	3,195.58	169,233.58
132	05-01-2026	3,500	3,715.26	493.60	3,221.66	166,011.92
133	06-01-2026	3,500	3,715.26	500.34	3,214.92	162,797.00
134	07-01-2026	3,500	3,715.26	474.82	3,240.44	159,556.56
135	08-01-2026	3,500	3,715.26	480.89	3,234.37	156,322.19
136	09-01-2026	3,500	3,715.26	471.14	3,244.12	153,078.07
137	10-01-2026	3,500	3,715.26	446.48	3,268.78	149,809.29
138	11-01-2026	3,500	3,715.26	451.51	3,263.75	146,545.54
139	12-01-2026	3,500	3,715.26	427.42	3,287.84	143,257.70
2026 TOTALS:			44,583.12	5,831.65	38,751.47	
140	01-01-2027	3,500	3,715.26	431.76	3,283.50	139,974.20
141	02-01-2027	3,500	3,715.26	421.87	3,293.39	136,680.81
142	03-01-2027	3,500	3,715.26	372.08	3,343.18	133,337.63
143	04-01-2027	3,500	3,715.26	401.86	3,313.40	130,024.23
144	05-01-2027	3,500	3,715.26	379.24	3,336.02	126,688.21
145	06-01-2027	3,500	3,715.26	381.82	3,333.44	123,354.77
146	07-01-2027	3,500	3,715.26	359.78	3,355.48	119,999.29
147	08-01-2027	3,500	3,715.26	361.66	3,353.60	116,645.69
148	09-01-2027	3,500	3,715.26	351.56	3,363.70	113,281.99
149	10-01-2027	3,500	3,715.26	330.41	3,384.85	109,897.14
150	11-01-2027	3,500	3,715.26	331.22	3,384.04	108,513.10
151	12-01-2027	3,500	3,715.26	310.66	3,404.60	103,108.50
2027 TOTALS:			44,583.12	4,433.92	40,149.20	
152	01-01-2028	3,500	3,715.26	310.76	3,404.50	99,704.00
153	02-01-2028	3,500	3,715.26	300.50	3,414.76	96,289.24
154	03-01-2028	3,500	3,715.26	262.12	3,453.14	92,836.10
155	04-01-2028	3,500	3,715.26	279.80	3,435.46	89,400.64
156	05-01-2028	3,500	3,715.26	260.75	3,454.51	85,946.13
157	06-01-2028	3,500	3,715.26	259.03	3,456.23	82,489.90
158	07-01-2028	3,500	3,715.26	240.60	3,474.66	79,015.24
159	08-01-2028	3,500	3,715.26	238.14	3,477.12	75,538.12
160	09-01-2028	3,500	3,715.26	227.66	3,487.60	72,050.52
161	10-01-2028	3,500	3,715.26	210.15	3,505.11	68,545.41
162	11-01-2028	3,500	3,715.26	206.59	3,508.67	65,038.74
163	12-01-2028	3,500	3,715.26	189.69	3,525.57	61,511.17
2028 TOTALS:			44,583.12	2,985.79	41,597.33	
164	01-01-2029	3,500	3,715.26	185.39	3,529.87	57,981.30
165	02-01-2029	3,500	3,715.26	174.75	3,540.51	54,440.79
166	03-01-2029	3,500	3,715.26	148.20	3,567.08	50,873.73
167	04-01-2029	3,500	3,715.26	153.33	3,561.93	47,311.80
168	05-01-2029	3,500	3,715.26	137.99	3,577.27	43,734.53
169	06-01-2029	3,500	3,715.26	131.81	3,583.45	40,151.08
170	07-01-2029	3,500	3,715.26	117.11	3,598.15	36,552.93
171	08-01-2029	3,500	3,715.26	110.17	3,605.09	32,947.84
172	09-01-2029	3,500	3,715.26	99.30	3,615.96	29,331.88
173	10-01-2029	3,500	3,715.26	85.55	3,629.71	25,702.17
174	11-01-2029	3,500	3,715.26	77.46	3,637.80	22,064.37
175	12-01-2029	3,500	3,715.26	64.35	3,650.91	18,413.46
2029 TOTALS:			44,583.12	1,485.41	43,097.71	
176	01-01-2030	3,500	3,715.26	55.50	3,659.76	14,753.70
177	02-01-2030	3,500	3,715.26	44.47	3,670.79	11,082.91
178	03-01-2030	3,500	3,715.26	30.17	3,685.09	7,397.82
179	04-01-2030	3,500	3,715.26	22.30	3,692.96	3,704.86
180	05-01-2030	3,500	3,715.67	10.81	3,704.86	0.00

**AMORTIZATION SCHEDULE
(Continued)**

2030 TOTALS:	18,576.71	163.25	18,413.46
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TOTALS:	678,449.93	168,449.93	510,000.00
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NOTICE: This is an estimated loan amortization schedule. Actual amounts may vary if payments are made on different dates or in different amounts.			
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EXHIBIT C
CEC AGREEMENTS

BOULDER COWDERY MEADOWS SOLAR ARRAY

CO-LOCATION AGREEMENT

This Co-Location Agreement (this “*Agreement*”) is made by and between Mesa Solar 1, LLC, a Colorado limited liability company (“*Host Company*”), and Alpine Bank (“*Owner*”), effective as of the Effective Date (as defined below). Capitalized terms used and not otherwise defined herein have the meanings set forth in **Exhibit A**.

RECITALS

A. Owner is a customer of Public Service Company of Colorado d/b/a/ Xcel Energy (the “*Utility*”) for electric service at the Location, and desires to participate in the Solar*Rewards Community program currently offered by Utility pursuant to the terms of a Rate Schedule found at Colo. PUC No.7 Electric, Sheets Nos. 94 through 94G (the “*Program*”), as may be amended from time-to-time.

B. Host Company has constructed or intends to construct a community solar garden, as that term is defined in the Program, at 1600 S.66th St, Boulder, CO 80303 (the “*Facility*”). Host Company will also interconnect the Facility with the Utility pursuant to the terms of a power purchase agreement, interconnection agreement, any applicable tariff, and/or any other required agreement with Utility (collectively, the “*ICA*”) pursuant to which Host Company and/or its affiliate will deliver power generated at the Facility to Utility and Utility will provide credits on the bills for certain customers for power generated by the Facility (“*Bill Credits*”), as set forth in the ICA and the Program and as directed by Host Company and/or its affiliate.

C. Effective as of the 1st day of the month in which Owner completes Purchase of panels by signing Purchase and Sale Agreement and remitting full payment (the “*Effective date*”), Owner desires to secure from Host Company, and Host Company desires to provide to Owner, rights to co-locate Owner's solar panels (the “*Panels*”) at the Facility.

D. Owner has entered into a Lease and Lease Purchase Agreement with the City of Louisville dated July 8, 2015 (the “the City of Louisville Lease Purchase Agreement”) pursuant to which Owner has leased to the City of Louisville , with an option to purchase subject to the limitations set forth therein, the Panels, and has also assigned to the City of Louisville, during the term of such the City of Louisville Lease Purchase Agreement, all right, title and interest of Customer in the Bill Credits and REC Payments (each more particularly described herein) payable during the term of such the City of Louisville Lease Purchase Agreement.

E. Contemporaneously herewith, Owner has entered into an Energy Agency Agreement appointing Agent (as defined therein) as Owner's sole and exclusive agent with authority to sell power and related Green Attributes (as defined in the ICA) produced by the Panels to Utility, and exchange information with Utility with respect to Owner's account for electric service. Such Energy Agency Agreement is assignable to the City of Louisville, and subject to termination by and novation in favor of Owner upon the terms set forth therein.

AGREEMENT

In consideration of the mutual covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. Co-Location on Site.

Subject to the terms and conditions of this Agreement, Host Company grants to Owner the right to use those portions of the Facility described in **Exhibit B** to install, operate, maintain, repair and replace the Panels (the "**Site**"). By entry under this Agreement, Owner accepts the Site in its present condition, AS IS. Host Company disclaims and Owner waives and releases all rights and remedies of Owner and all warranties and obligations of Host Company expressed or implied, arising out of law or otherwise, including, but not limited to, any warranty of the Facility's suitability for the location of a solar energy collection system. Owner has made its own independent investigation of the suitability of the Facility for the uses authorized under this Agreement.

2. Use of Site and Panels; Operation and Maintenance.

2.1. Access. Subject to the terms and conditions of this Agreement, Owner shall have a limited, nonexclusive right of access to the Site to the extent reasonably necessary to enable Owner to install, operate, maintain, repair and replace the Panels, subject to the following:

(a) Owner fully understands the need for, shall adhere and comply with, any and all safety, security and other policies required by Host Company.

(b) Owner shall provide at least seventy-two (72) hours written notice to Host Company of Owner's intent to access the Site. The notice shall designate a representative who is authorized access to the Site on Owner's behalf, and Host Company shall only permit such representative to have escorted access to the Site.

(c) Owner shall have no right to change, modify or add equipment to Host Company's infrastructure without Host Company's written consent. Failure to comply with this provision will be considered a material breach of this Agreement and such breach shall allow Host Company to terminate this Agreement.

(d) Owner shall not remove the Panels without Host Company's written consent, which shall not be unreasonably withheld. Owner shall provide Host Company at least thirty (30) days prior written notice of any proposed removal.

2.2. Personal Property. All portions of the Panels shall be and shall remain Owner's personal property (unless and except such Panels are purchased by the City of Louisville pursuant to the terms of the City of Louisville Lease Purchase Agreement and the City of Louisville's option to purchase the Panels as set forth therein.). The parties covenant and agree that no part of the Panels will become, or be considered as being affixed to, or a part of, the real property on which the Facility is located.

2.3 Operation and Maintenance. Owner hereby elects to have Host Company operate and maintain the Panels during the Term, as defined in section 4. Host Company shall perform acts necessary or appropriate for the proper operation and maintenance of the Facility. Host Company shall employ or retain qualified personnel to perform services customarily performed with respect to property of the type comprising the Facility, in keeping with industry standards, and shall pay such persons reasonable compensation for performing such services. Host Company shall initially appoint or has appointed CE Services, Ltd. as property manager to operate and maintain the Facility.

2.4. Use of Energy. Owner hereby grants to Host Company the right to use a portion of the energy generated by Owner's Panels for the electrical requirements of the Facility. Owner shall direct Agent accordingly. Such portion shall be equal to the total electrical requirements of the Facility, as such requirements occur from time to time, times the Owner's portion. The parties acknowledge and agree that the electricity which is delivered by the Facility to the Utility, as measured at the Utility meter, will be net of all electrical requirements of the Facility.

2.5. Liens. The parties acknowledge that the Owner has leased the Panels to the City of Louisville in accordance with the City of Louisville Lease Purchase Agreement and that such Panels are subject to a purchase option in favor of the City of Louisville as set forth therein. Owner agrees that in no event shall such purchase option be exercisable by the City of Louisville at any time prior to the expiration of the fifth anniversary of the Placed In Service Date for the Facility. Owner shall not allow any lien or encumbrance against the Panels other than the interest of the City of Louisville under such Lease Purchase Agreement without Host Company's consent. Owner has not granted or placed or allowed others to place any liens, security interests, or other encumbrances on the electric energy produced by the Panels or the Green Attributes (as defined in the Energy Agency Agreement), and shall not do so during the Term of this Agreement (as defined in section 4). The parties also agree that at such time as the City of Louisville shall exercise such purchase option in accordance herewith, Host Company shall offer the City of Louisville a Co-Location Agreement substantially in the form as attached hereto as Exhibit C hereto.

2.6. Relocation of Panels. Subject to Owner's written consent, Host Company may, upon thirty (30) days written notice, move the Panels to another location; provided however, the environmental conditions of the relocation site are comparable to the existing location. In the event the Panels are relocated, Host Company shall use reasonable efforts to ensure that the costs of such relocation are paid by the person or entity requesting or requiring the relocation. Host Company does not guarantee that all or any of the relocation costs will be paid by the person or entity requesting or requiring the relocation and in no way shall Host Company be responsible for the costs associated with relocating the Panels. In the event that Owner does not consent to the relocation, this Agreement shall terminate immediately, and Host Company shall remove the Panels for Owner's pick-up or delivery in accordance with the terms of this Agreement.

2.7. Security. Host Company shall make reasonable efforts to secure the site but shall have no obligation to police or protect the Panels.

3. Payments.

3.1. Initial Operation and Maintenance Deposit. In order to ensure that there is sufficient funding to pay for initial operation and maintenance of the Facility and Panels, Host Company shall deposit \$3,543.80 within twenty (20) business days of the Effective Date into a segregated and independently administered account with a reputable banking institution or savings and loan association, or other organization(s) authorized to do business in the State of Colorado, which segregated account shall be dedicated solely to the costs of operation and maintenance of the Panels and Facility as provided in Section 2.3 and the payment of insurance costs pursuant to Section 6 (the “*O&M Fund*”).

3.2. Supplemental Operation and Maintenance Fee. Host Company shall be entitled to utilize additional funds from what would otherwise be paid as REC Payments (the “*Recurring O&M Fee*”). The Recurring O&M Fee shall be \$0.02 per kWh of Owner Output. Owner hereby authorizes Company to make deductions from the REC Payments for the Recurring O&M Fee. Any amounts Host Company receives as a Recurring O&M Fee will be deposited into the O&M Fund.

3.3. Removal Costs; Procedure. In the event Owner requests that Host Company remove the Panels, Owner agrees to pay for the costs of all related services and equipment and such payment shall be due in advance of the commencement of any work. Prior to providing such services and equipment, Host Company shall provide a written estimate of such costs to Owner. Prior to removal of the Panels, Owner shall provide instructions to Host Company regarding pick-up or delivery of the Panels. Host Company shall remove the Panels and make them available for pick-up or delivery within ten (10) days of receipt of Owner’s instructions and advance payment of the removal costs. In no event shall Host Company be responsible for freight, transportation, insurance, shipping, packing, storage, handling, demurrage or similar charges. Delivery shall be FOB at the Facility and all risk of loss will pass to Owner upon delivery. Owner acknowledges that removal of the Panels from the Facility may void the manufacturer’s warranty, if any. In lieu of the removal and delivery of the Panels, Host Company may offer to deliver to Owner solar panel(s) of substantially equivalent capacity and quality, acceptance of which shall be at the Owner’s sole discretion.

3.4. Taxes. All payments under this Agreement are exclusive of applicable taxes associated with the Panels or the operation and maintenance thereof. Owner will be responsible to pay in full any taxes due including but not limited to property taxes associated with Owner’s Panels.

4. Term; Termination and Abandonment.

4.1. The term of this Agreement shall commence on the Effective Date and extend for twenty (20) years following the date of interconnection (“*Initial Term*”), unless extended in accordance with section 4.2 below or terminated earlier in accordance with Section 4.4 below.

4.2. In the event the ICA is extended, the term of this Agreement shall be automatically extended for a commensurate term (the “*Extended Term*,” and together with the Initial Term, the “*Term*”). In the event a new ICA is made between the Utility and Agent (or its successor) to be

effective at the conclusion of the Initial Term or any Extended Term, Host Company (or its successor) shall provide Owner notice of the terms of the new power purchase agreement within fifteen (15) days of its final execution. Owner shall have fifteen (15) days following receipt of such notice to elect to terminate this Agreement. If Owner does not provide such notice of its election to terminate this Agreement, then this Agreement shall continue in effect for the duration of the new power purchase agreement.

4.3. If Owner continues to use the Site after the termination or expiration of this Agreement, then Owner will be deemed to be occupying the Site on a month to month basis, subject to the terms and conditions of this Agreement.

4.4. This Agreement may be terminated:

(a) by either party if the other party remains in default under Section 5 of this Agreement after the applicable cure periods;

(b) by Owner on thirty (30) days prior written notice for any reason; and

(c) If Owner ceases to obtain electric service from Utility, and Owner does not commence receiving electric service from Utility within one (1) year thereafter. If Owner fails to instruct Host Company to remove the Panels within such one (1) year time period, the Panels shall be deemed abandoned and Host Company may take possession and dispose thereof in its sole discretion.

(d) as described in Sections 2.1(c), 2.6, 4.2, 6.2, and 6.3.

4.5. Except as otherwise provided herein, Host Company shall remove the Panels from the Facility on behalf of Owner in accordance with Section 3.3 within thirty (30) days of the termination of this Agreement.

4.6. In the event of expiration or earlier termination of this Agreement, the following sections shall survive: Sections 8, 9, 10, 11, and 12.

5. Default and Right to Cure.

5.1. The following will be deemed a default by Owner and a breach of this Agreement: (i) non-payment if any amount due hereunder remains unpaid for more than five (5) days after receipt of written notice from Host Company of such failure to pay; or (ii) Owner's failure to cure the nonperformance of any other term or condition under this Agreement within thirty (30) days after receipt of written notice from Host Company specifying the failure to perform. No such failure, however, will be deemed to exist if Owner has commenced to cure such default within such period and provided that such efforts are prosecuted to completion with reasonable diligence. If Owner remains in default beyond any applicable cure period, Host Company will have the right to exercise any and all rights and remedies available to it under law and equity.

5.2. The following will be deemed a default by Host Company and a breach of this Agreement: (i) Host Company's failure to perform any term, condition or breach of any warranty

or covenant under this Agreement within thirty (30) days after receipt of written notice from Owner specifying the failure. No such failure, however, will be deemed to exist if Host Company has commenced to cure the default within such period and provided such efforts are prosecuted to completion with reasonable diligence. If Host Company remains in default beyond any applicable cure period, Owner will have the right to exercise any and all rights available to it under law and equity.

6. Insurance, Casualty and Condemnation.

6.1. Host Company shall obtain and maintain industry standard levels of real property, personal property and fire and casualty insurance covering the Facility. Host Company shall be obligated to insure the Panels under this Agreement creating an insurable interest in the Panels for the Host Company. Host Company shall be entitled to reimbursement of all costs of insurance associated with the Facility from the O&M Fund.

6.2. Host Company shall provide notice to Owner of any casualty affecting its use of the Facility within forty-eight (48) hours of the casualty. If any part of the Panels or Facility is damaged by fire or other casualty so as to render the Site unsuitable for Owner's use, in Owner's reasonable determination, then Owner may terminate this Agreement by providing written notice to Host Company, which termination will be effective as of the date of such damage or destruction.

6.3. In the event Host Company receives notification of any condemnation proceedings affecting the Facility, Host Company shall provide notice of the proceeding to Owner within forty-eight (48) hours. If a condemning authority takes all of the Property, or a portion sufficient, in Owner's reasonable determination, to render the Site unsuitable for Owner's use, this Agreement will terminate as of the date the title vests in the condemning authority. The parties will each be entitled to pursue their own separate awards in the condemnation proceeding.

7. Representations and Warranties.

Each party represents and warrants to the other, as of the Effective Date, that:

- (a) such party has the power and authority to enter into this Agreement and to exercise such party's rights and to perform its obligations under this Agreement; and
- (b) the obligations assumed by such party in this Agreement are legal, valid and binding obligations enforceable against such party.

8. Indemnification.

Each party shall indemnify and hold harmless the other party and its affiliates, directors, officers, managers, members, partners, employees, representatives and agents from and against any and all claims, demands, losses, damages, liabilities, legal proceedings, judgments and awards, costs and expenses (including but not limited to reasonable attorneys' fees) arising out of (i) personal injury (including death) and property damage (real and personal), limited to the extent arising directly out of such party's negligent act or omission, or (ii) any material breach by such party of any obligation, representation or warranty of this Agreement; provided, however, that so

long as the City of Louisville Lease Purchase Agreement remains in effect, any liability of Owner hereunder shall be limited to the amount that would be permitted by law to be paid by the City of Louisville if the City of Louisville were the Owner hereunder.

9. Liability, Consequential Damages.

Each party shall bear the risk of loss and damage with respect to its own real and personal property, including the Facility and the Panels. EXCEPT FOR THE INDEMNIFICATION OBLIGATIONS HEREUNDER, IN NO EVENT SHALL HOST COMPANY BE RESPONSIBLE FOR ANY INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND IN CONNECTION WITH THIS AGREEMENT, WHETHER OR NOT SUCH DAMAGES ARE FORESEEABLE.

10. Notices.

In the event that any notice or other communication is required or permitted to be given hereunder, such notice or communications will be in writing and may be delivered in person or sent by certified mail, overnight courier or transmitted by facsimile to the address of the addressee specified on the signature page. The City of Louisville shall be copied on all notices provided by either party to the other under this Agreement. Such notices shall be delivered to the City of Louisville, City Manager's office, 749 Main Street, Louisville, CO 80027, with a copy by email to malcolmf@louisvilleco.gov. All such notices or other communications will be deemed to have been duly given and received upon receipt.

11. Non-Exclusivity.

This Agreement shall not prohibit or restrain either party from entering into any separate similar or dissimilar contract or agreement with one or more third parties except to the extent that such agreement would interfere with the other's ability to use the Facility as contemplated in this Agreement.

12. Miscellaneous.

12.1. Recording. This Agreement shall not be recorded.

12.2. No Agency or Partnership. Nothing contained in this Agreement will constitute either party as a joint venturer, employee, or partner of the other party, or render either party liable for any debts, obligations, acts, omissions, representations, or contracts of the other party, including without limitation Owner's obligations to the Utility for electric service or to Agent under the Energy Agency Agreement.

12.3. No Lease. This Agreement is not intended to and will not constitute a lease of any real or personal property. Owner acknowledges and agrees that Owner has not been granted any real property interest in the Facility, Host Company equipment or other Host Company premises, and Owner has no rights as a tenant or otherwise under any real property or landlord/tenant laws, regulation or ordinances. This Agreement shall be subject to the terms and conditions of the Site Lease.

12.4. Arbitration. Each party agrees to submit any and all disputes concerning this Agreement, if not resolved between the parties, to binding arbitration under one (1) neutral, independent, and impartial arbitrator in accordance with the Commercial Rules of the American Arbitration Association; provided, however, the arbitrator may not vary, modify or disregard any of the provisions contained in this Section. The decision and any award resulting from such arbitration shall be final and binding. The arbitrator is not empowered to award damages in excess of compensatory damages and each party hereby irrevocably waives any right to recover such damages with respect to any dispute resolved by arbitration. Both parties shall equally share the fees of the arbitrator. The arbitrator may award attorney's fees to the prevailing party as determined by the arbitrator.

12.5. Force Majeure. Except for Owner's obligation to pay any amounts due Host Company under this Agreement, neither party will be liable for any failure or delay in its performance under this Agreement due to any cause beyond its reasonable control, including acts of war, acts of God, earthquake, flood, embargo, riot, sabotage, terrorism, labor shortage or dispute, governmental act, failure of the electrical grid or utility action, provided that the delayed party: (a) gives the other party prompt notice of such cause, and (b) uses its reasonable commercial efforts to promptly correct such failure or delay in performance. If such cause results in delay in performance, the date of performance shall be extended for a period equal to the time lost by reason of the delay.

12.6. Reporting and Marketing. Unless otherwise directed in writing by the Owner, Owner authorizes Host Company during the Term to use Owner's name, meter location and the solar energy collection capacity of the Panels ("*Owner Information*") for reporting and marketing purposes. Host Company shall only use the Owner Information for official reporting to governmental authorities, public utility commissions and similar organizations, and in official marketing material generated and distributed by Host Company. Under no circumstances, except as required by law, will Host Company release or otherwise publish any information collected from Owner other than the Owner Information.

12.7. Assignment

(a) Assignment by Owner. Owner may not assign this Agreement and may not otherwise assign or transfer any interest in the Panels except as provided in Section 12.7(b). In connection with assignments or transfers not described by Section 12.7(b) 8, Host Company shall not unreasonably withhold or delay its consent to any Customer request to assign this Agreement or to transfer an interest in the Panels.

(b) Permitted Actions By Owner. Owner shall not sell the Panels to any person prior to the 5th anniversary of the Placed In Service Date with the prior consent of Agent, which consent will not be unreasonably withheld. If Owner desires to sell the Panels to a person who is not a foreign person or entity and who is not a Disqualified Person (as defined in the Solar Panel Purchase Agreement), Owner shall provide Host Company with prior notice of such desired action, and Host Company agrees to enter into an agreement with such purchaser on substantially similar terms as this Agreement, provided that such purchaser (i) also enters into an Energy Agency Agreement with Agent and (ii) pays an administrative fee to Agent of \$200.

(c) Assignment by Host Company. Except as otherwise provided in Section 12.7(d), Host Company may not assign or transfer this Agreement except with the consent of Customer, which shall not be unreasonably withheld or delayed. In connection with assignments or transfers not described by Section 12.7(d), Customer shall not unreasonably withhold or delay its consent to any Host Company request to assign this Agreement.

(d) Permitted Actions by Host Company. Provided that Host Company remains responsible for the ultimate performance of Host Company obligations under this Agreement, Host Company may assign any of its rights, duties, or obligations under this Agreement to another entity or individual, including any Affiliate, whether by contract, change of control, operation of law or otherwise, without Customer's prior written consent.

12.8. Confidentiality. The Customer agrees to not disclose the terms hereof to any other entity or person, except for the limited purpose of facilitating the business relationship with Company and the transactions contemplated herein or as may be required under the Colorado Open Records Act or other requirements of law. Customer will advise Company of any request for the foregoing information under the Colorado Open Records Act.

12.9. Waiver. The failure or forbearance of either party at any time to enforce the terms or conditions of this Agreement will not constitute a waiver as to any subsequent required performance or obligation of the other party.

12.10. Governing Law. This Agreement will be interpreted, construed and enforced in all respects in accordance with the laws of the State of Colorado, without reference to its rules relating to choice of law to the contrary.

12.11. Severability. If any part of this Agreement is found to be void or unenforceable, the provisions shall be severable and those provisions which are lawful shall remain in full force and effect.

12.12. Attorney's Fees and Costs. In any action in law or equity to enforce any of the provisions or rights under this Agreement, the prevailing party shall be entitled to all costs and reasonable attorney's fees incurred by the prevailing party, including, without limitation such costs and fees on appeal.

12.13. Entire Agreement; Signature; Counterparts. This Agreement constitutes the entire agreement, and supersedes any and all prior agreements between Owner and Host Company with respect to the subject matter hereof. Except as otherwise provided in this Agreement, no amendment of any provision of this Agreement will be valid unless set forth in a written instrument signed by the party to be bound thereby or as presented by the Host Company and accepted by the Owner. An electronic acceptance, or signature delivered by facsimile, pdf or an electronic reproduction will be deemed an original. This Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which will constitute one and the same instrument.

[Signature Page Follows]

HOST COMPANY:

Mesa Solar 1, LLC, a Colorado limited liability company

By: _____

Name: Mark Boyer, Authorized Representative

Date: _____

Address Mesa Solar 1, LLC
361 Centennial Parkway 3rd Floor
Louisville, CO 80027
Phone: 800-646-0323
Fax: 970-692-2592
Email notices: mboyer@easycleanenergy.com

OWNER:

Alpine Bank

By: _____

Name: _____

Title: _____

Date: _____

Address _____

Email
notices:

EXHIBIT A

DEFINITIONS

Capitalized terms used in the Agreement are defined as follows unless defined in the body of the Agreement.

“**Agent**” means Clean Energy Collective, a Colorado limited liability company.

“**Bill Credits**” shall be Owner's portion of the amount paid by Utility for electricity generated at the Facility and sold to the Utility pursuant to the ICA.

“**Owner Output**” equals Owner Portion times Output for any applicable time period.

“**Owner Portion**” means the fraction or percentage obtained by dividing (i) the total nameplate capacity of the panels owned by the Owner by (ii) the total nameplate generating capacity of all panels at the Facility.

“**Energy Agency Agreement**” means the Energy Agency Agreement entered into contemporaneously herewith by and between Agent and Owner.

“**Owner’s Portion**” means the fraction or percentage obtained by dividing (i) the nameplate generating capacity or Owner’s Panels by (ii) the total nameplate generating capacity of all panels at the Facility. Owner’s Portion is also subject to the limitations and adjustments set forth in the ICA.

“**Placed In Service Date**” means the date the Facility is “placed in service”, for purposes of Sections 48 and 168 of the Code, and as set forth in a notice from Host Company to Owner following the date the Facility is interconnected to the Utility grid and approved for commercial operation. “**Site Lease**” means that Lease Agreement entered into by and between Rick and Mary James and Agent, dated May 15, 2014.

“**Utility**” means Xcel Energy Utility.

“**Renewable Energy Credit**” or “**REC**” means a contractual right to the full set of Environmental Attributes resulting from one megawatt-hour of electric energy generated from an Eligible Energy Resource, as further provided in regulations adopted pursuant to C.R.S. § 40-2-124, currently set forth at 4 CCR 733-3, Rule 3652(n), as may be amended from time to time or as further defined or supplemented by law.

EXHIBIT B

LOCATION OF PANELS

Facility: Boulder Cowdery Meadows Solar Array
1600 S. 66th Street
Boulder, Colorado 80303

Panel Manufacturer: Hanwha SolarOne

Panel Size: 235 Watts

Facility Capacity: 495,455 Watts

Owner Panels: 130

Owner Portion: 30.550 kW (6.166%)

Estimated Annual Output: 51,448 kWh

Serial Numbers and Locations:

- Row: 5 Run: 1 Col: 24 - SF22020P1111CG0945 235
- Row: 5 Run: 1 Col: 25 - SF22020P1111CG0209 235
- Row: 5 Run: 1 Col: 26 - SF22020P1111CG0876 235
- Row: 5 Run: 1 Col: 27 - SF22016P1112AA0280 235
- Row: 5 Run: 1 Col: 28 - SF22016P1112AA0414 235
- Row: 5 Run: 1 Col: 29 - SF22016P1112AA0197 235
- Row: 5 Run: 1 Col: 30 - SF22016P1112AA0288 235
- Row: 5 Run: 1 Col: 31 - SF22027P1111CI0410 235
- Row: 5 Run: 1 Col: 32 - SF22027P1111CI0372 235
- Row: 5 Run: 1 Col: 33 - SF22027P1111CI0347 235
- Row: 5 Run: 1 Col: 34 - SF22027P1111CI0310 235
- Row: 5 Run: 1 Col: 35 - SF22027P1111CI0160 235
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Row: 5 Run: 4 Col: 50 - SF22021P1112TY0064 235
Row: 5 Run: 4 Col: 51 - SF22021P1112TY0080 235
Row: 5 Run: 4 Col: 52 - SF22021P1112TY0038 235
Row: 5 Run: 4 Col: 53 - SF22021P1112TY0004 235
Row: 5 Run: 4 Col: 54 - SF22021P1112TY0030 235

BOULDER COWDERY MEADOWS SOLAR ARRAY

CO-LOCATION AGREEMENT

This Co-Location Agreement (this “*Agreement*”) is made by and between Mesa Solar 1, LLC, a Colorado limited liability company (“*Host Company*”), and Alpine Bank (“*Owner*”), effective as of the Effective Date (as defined below). Capitalized terms used and not otherwise defined herein have the meanings set forth in **Exhibit A**.

RECITALS

A. Owner is a customer of Public Service Company of Colorado d/b/a/ Xcel Energy (the “*Utility*”) for electric service at the Location, and desires to participate in the Solar*Rewards Community program currently offered by Utility pursuant to the terms of a Rate Schedule found at Colo. PUC No.7 Electric, Sheets Nos. 94 through 94G (the “*Program*”), as may be amended from time-to-time.

B. Host Company has constructed or intends to construct a community solar garden, as that term is defined in the Program, at 1600 S.66th St, Boulder, CO 80303 (the “*Facility*”). Host Company will also interconnect the Facility with the Utility pursuant to the terms of a power purchase agreement, interconnection agreement, any applicable tariff, and/or any other required agreement with Utility (collectively, the “*ICA*”) pursuant to which Host Company and/or its affiliate will deliver power generated at the Facility to Utility and Utility will provide credits on the bills for certain customers for power generated by the Facility (“*Bill Credits*”), as set forth in the ICA and the Program and as directed by Host Company and/or its affiliate.

C. Effective as of the 1st day of the month in which Owner completes Purchase of panels by signing Purchase and Sale Agreement and remitting full payment (the “*Effective date*”), Owner desires to secure from Host Company, and Host Company desires to provide to Owner, rights to co-locate Owner's solar panels (the “*Panels*”) at the Facility.

D. Owner has entered into a Lease and Lease Purchase Agreement with the City of Louisville dated July 8, 2015 (the “the City of Louisville Lease Purchase Agreement”) pursuant to which Owner has leased to the City of Louisville , with an option to purchase subject to the limitations set forth therein, the Panels, and has also assigned to the City of Louisville, during the term of such the City of Louisville Lease Purchase Agreement, all right, title and interest of Customer in the Bill Credits and REC Payments (each more particularly described herein) payable during the term of such the City of Louisville Lease Purchase Agreement.

E. Contemporaneously herewith, Owner has entered into an Energy Agency Agreement appointing Agent (as defined therein) as Owner's sole and exclusive agent with authority to sell power and related Green Attributes (as defined in the ICA) produced by the Panels to Utility, and exchange information with Utility with respect to Owner's account for electric service. Such Energy Agency Agreement is assignable to the City of Louisville, and subject to termination by and novation in favor of Owner upon the terms set forth therein.

AGREEMENT

In consideration of the mutual covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. Co-Location on Site.

Subject to the terms and conditions of this Agreement, Host Company grants to Owner the right to use those portions of the Facility described in **Exhibit B** to install, operate, maintain, repair and replace the Panels (the "**Site**"). By entry under this Agreement, Owner accepts the Site in its present condition, AS IS. Host Company disclaims and Owner waives and releases all rights and remedies of Owner and all warranties and obligations of Host Company expressed or implied, arising out of law or otherwise, including, but not limited to, any warranty of the Facility's suitability for the location of a solar energy collection system. Owner has made its own independent investigation of the suitability of the Facility for the uses authorized under this Agreement.

2. Use of Site and Panels; Operation and Maintenance.

2.1. Access. Subject to the terms and conditions of this Agreement, Owner shall have a limited, nonexclusive right of access to the Site to the extent reasonably necessary to enable Owner to install, operate, maintain, repair and replace the Panels, subject to the following:

(a) Owner fully understands the need for, shall adhere and comply with, any and all safety, security and other policies required by Host Company.

(b) Owner shall provide at least seventy-two (72) hours written notice to Host Company of Owner's intent to access the Site. The notice shall designate a representative who is authorized access to the Site on Owner's behalf, and Host Company shall only permit such representative to have escorted access to the Site.

(c) Owner shall have no right to change, modify or add equipment to Host Company's infrastructure without Host Company's written consent. Failure to comply with this provision will be considered a material breach of this Agreement and such breach shall allow Host Company to terminate this Agreement.

(d) Owner shall not remove the Panels without Host Company's written consent, which shall not be unreasonably withheld. Owner shall provide Host Company at least thirty (30) days prior written notice of any proposed removal.

2.2. Personal Property. All portions of the Panels shall be and shall remain Owner's personal property (unless and except such Panels are purchased by the City of Louisville pursuant to the terms of the City of Louisville Lease Purchase Agreement and the City of Louisville's option to purchase the Panels as set forth therein.). The parties covenant and agree that no part of the Panels will become, or be considered as being affixed to, or a part of, the real property on which the Facility is located.

2.3 Operation and Maintenance. Owner hereby elects to have Host Company operate and maintain the Panels during the Term, as defined in section 4. Host Company shall perform acts necessary or appropriate for the proper operation and maintenance of the Facility. Host Company shall employ or retain qualified personnel to perform services customarily performed with respect to property of the type comprising the Facility, in keeping with industry standards, and shall pay such persons reasonable compensation for performing such services. Host Company shall initially appoint or has appointed CE Services, Ltd. as property manager to operate and maintain the Facility.

2.4. Use of Energy. Owner hereby grants to Host Company the right to use a portion of the energy generated by Owner's Panels for the electrical requirements of the Facility. Owner shall direct Agent accordingly. Such portion shall be equal to the total electrical requirements of the Facility, as such requirements occur from time to time, times the Owner's portion. The parties acknowledge and agree that the electricity which is delivered by the Facility to the Utility, as measured at the Utility meter, will be net of all electrical requirements of the Facility.

2.5. Liens. The parties acknowledge that the Owner has leased the Panels to the City of Louisville in accordance with the City of Louisville Lease Purchase Agreement and that such Panels are subject to a purchase option in favor of the City of Louisville as set forth therein. Owner agrees that in no event shall such purchase option be exercisable by the City of Louisville at any time prior to the expiration of the fifth anniversary of the Placed In Service Date for the Facility. Owner shall not allow any lien or encumbrance against the Panels other than the interest of the City of Louisville under such Lease Purchase Agreement without Host Company's consent. Owner has not granted or placed or allowed others to place any liens, security interests, or other encumbrances on the electric energy produced by the Panels or the Green Attributes (as defined in the Energy Agency Agreement), and shall not do so during the Term of this Agreement (as defined in section 4). The parties also agree that at such time as the City of Louisville shall exercise such purchase option in accordance herewith, Host Company shall offer the City of Louisville a Co-Location Agreement substantially in the form as attached hereto as Exhibit C hereto.

2.6. Relocation of Panels. Subject to Owner's written consent, Host Company may, upon thirty (30) days written notice, move the Panels to another location; provided however, the environmental conditions of the relocation site are comparable to the existing location. In the event the Panels are relocated, Host Company shall use reasonable efforts to ensure that the costs of such relocation are paid by the person or entity requesting or requiring the relocation. Host Company does not guarantee that all or any of the relocation costs will be paid by the person or entity requesting or requiring the relocation and in no way shall Host Company be responsible for the costs associated with relocating the Panels. In the event that Owner does not consent to the relocation, this Agreement shall terminate immediately, and Host Company shall remove the Panels for Owner's pick-up or delivery in accordance with the terms of this Agreement.

2.7. Security. Host Company shall make reasonable efforts to secure the site but shall have no obligation to police or protect the Panels.

3. Payments.

3.1. Initial Operation and Maintenance Deposit. In order to ensure that there is sufficient funding to pay for initial operation and maintenance of the Facility and Panels, Host Company shall deposit \$13,404.44 within twenty (20) business days of the Effective Date into a segregated and independently administered account with a reputable banking institution or savings and loan association, or other organization(s) authorized to do business in the State of Colorado, which segregated account shall be dedicated solely to the costs of operation and maintenance of the Panels and Facility as provided in Section 2.3 and the payment of insurance costs pursuant to Section 6 (the “*O&M Fund*”).

3.2. Supplemental Operation and Maintenance Fee. Host Company shall be entitled to utilize additional funds from what would otherwise be paid as REC Payments (the “*Recurring O&M Fee*”). The Recurring O&M Fee shall be \$0.02 per kWh of Owner Output. Owner hereby authorizes Company to make deductions from the REC Payments for the Recurring O&M Fee. Any amounts Host Company receives as a Recurring O&M Fee will be deposited into the O&M Fund.

3.3. Removal Costs; Procedure. In the event Owner requests that Host Company remove the Panels, Owner agrees to pay for the costs of all related services and equipment and such payment shall be due in advance of the commencement of any work. Prior to providing such services and equipment, Host Company shall provide a written estimate of such costs to Owner. Prior to removal of the Panels, Owner shall provide instructions to Host Company regarding pick-up or delivery of the Panels. Host Company shall remove the Panels and make them available for pick-up or delivery within ten (10) days of receipt of Owner’s instructions and advance payment of the removal costs. In no event shall Host Company be responsible for freight, transportation, insurance, shipping, packing, storage, handling, demurrage or similar charges. Delivery shall be FOB at the Facility and all risk of loss will pass to Owner upon delivery. Owner acknowledges that removal of the Panels from the Facility may void the manufacturer’s warranty, if any. In lieu of the removal and delivery of the Panels, Host Company may offer to deliver to Owner solar panel(s) of substantially equivalent capacity and quality, acceptance of which shall be at the Owner’s sole discretion.

3.4. Taxes. All payments under this Agreement are exclusive of applicable taxes associated with the Panels or the operation and maintenance thereof. Owner will be responsible to pay in full any taxes due including but not limited to property taxes associated with Owner’s Panels.

4. Term; Termination and Abandonment.

4.1. The term of this Agreement shall commence on the Effective Date and extend for twenty (20) years following the date of interconnection (“*Initial Term*”), unless extended in accordance with section 4.2 below or terminated earlier in accordance with Section 4.4 below.

4.2. In the event the ICA is extended, the term of this Agreement shall be automatically extended for a commensurate term (the “*Extended Term*,” and together with the Initial Term, the “*Term*”). In the event a new ICA is made between the Utility and Agent (or its successor) to be

effective at the conclusion of the Initial Term or any Extended Term, Host Company (or its successor) shall provide Owner notice of the terms of the new power purchase agreement within fifteen (15) days of its final execution. Owner shall have fifteen (15) days following receipt of such notice to elect to terminate this Agreement. If Owner does not provide such notice of its election to terminate this Agreement, then this Agreement shall continue in effect for the duration of the new power purchase agreement.

4.3. If Owner continues to use the Site after the termination or expiration of this Agreement, then Owner will be deemed to be occupying the Site on a month to month basis, subject to the terms and conditions of this Agreement.

4.4. This Agreement may be terminated:

(a) by either party if the other party remains in default under Section 5 of this Agreement after the applicable cure periods;

(b) by Owner on thirty (30) days prior written notice for any reason; and

(c) If Owner ceases to obtain electric service from Utility, and Owner does not commence receiving electric service from Utility within one (1) year thereafter. If Owner fails to instruct Host Company to remove the Panels within such one (1) year time period, the Panels shall be deemed abandoned and Host Company may take possession and dispose thereof in its sole discretion.

(d) as described in Sections 2.1(c), 2.6, 4.2, 6.2, and 6.3.

4.5. Except as otherwise provided herein, Host Company shall remove the Panels from the Facility on behalf of Owner in accordance with Section 3.3 within thirty (30) days of the termination of this Agreement.

4.6. In the event of expiration or earlier termination of this Agreement, the following sections shall survive: Sections 8, 9, 10, 11, and 12.

5. Default and Right to Cure.

5.1. The following will be deemed a default by Owner and a breach of this Agreement: (i) non-payment if any amount due hereunder remains unpaid for more than five (5) days after receipt of written notice from Host Company of such failure to pay; or (ii) Owner's failure to cure the nonperformance of any other term or condition under this Agreement within thirty (30) days after receipt of written notice from Host Company specifying the failure to perform. No such failure, however, will be deemed to exist if Owner has commenced to cure such default within such period and provided that such efforts are prosecuted to completion with reasonable diligence. If Owner remains in default beyond any applicable cure period, Host Company will have the right to exercise any and all rights and remedies available to it under law and equity.

5.2. The following will be deemed a default by Host Company and a breach of this Agreement: (i) Host Company's failure to perform any term, condition or breach of any warranty

or covenant under this Agreement within thirty (30) days after receipt of written notice from Owner specifying the failure. No such failure, however, will be deemed to exist if Host Company has commenced to cure the default within such period and provided such efforts are prosecuted to completion with reasonable diligence. If Host Company remains in default beyond any applicable cure period, Owner will have the right to exercise any and all rights available to it under law and equity.

6. Insurance, Casualty and Condemnation.

6.1. Host Company shall obtain and maintain industry standard levels of real property, personal property and fire and casualty insurance covering the Facility. Host Company shall be obligated to insure the Panels under this Agreement creating an insurable interest in the Panels for the Host Company. Host Company shall be entitled to reimbursement of all costs of insurance associated with the Facility from the O&M Fund.

6.2. Host Company shall provide notice to Owner of any casualty affecting its use of the Facility within forty-eight (48) hours of the casualty. If any part of the Panels or Facility is damaged by fire or other casualty so as to render the Site unsuitable for Owner's use, in Owner's reasonable determination, then Owner may terminate this Agreement by providing written notice to Host Company, which termination will be effective as of the date of such damage or destruction.

6.3. In the event Host Company receives notification of any condemnation proceedings affecting the Facility, Host Company shall provide notice of the proceeding to Owner within forty-eight (48) hours. If a condemning authority takes all of the Property, or a portion sufficient, in Owner's reasonable determination, to render the Site unsuitable for Owner's use, this Agreement will terminate as of the date the title vests in the condemning authority. The parties will each be entitled to pursue their own separate awards in the condemnation proceeding.

7. Representations and Warranties.

Each party represents and warrants to the other, as of the Effective Date, that:

- (a) such party has the power and authority to enter into this Agreement and to exercise such party's rights and to perform its obligations under this Agreement; and
- (b) the obligations assumed by such party in this Agreement are legal, valid and binding obligations enforceable against such party.

8. Indemnification.

Each party shall indemnify and hold harmless the other party and its affiliates, directors, officers, managers, members, partners, employees, representatives and agents from and against any and all claims, demands, losses, damages, liabilities, legal proceedings, judgments and awards, costs and expenses (including but not limited to reasonable attorneys' fees) arising out of (i) personal injury (including death) and property damage (real and personal), limited to the extent arising directly out of such party's negligent act or omission, or (ii) any material breach by such party of any obligation, representation or warranty of this Agreement; provided, however, that so

long as the City of Louisville Lease Purchase Agreement remains in effect, any liability of Owner hereunder shall be limited to the amount that would be permitted by law to be paid by the City of Louisville if the City of Louisville were the Owner hereunder.

9. Liability, Consequential Damages.

Each party shall bear the risk of loss and damage with respect to its own real and personal property, including the Facility and the Panels. EXCEPT FOR THE INDEMNIFICATION OBLIGATIONS HEREUNDER, IN NO EVENT SHALL HOST COMPANY BE RESPONSIBLE FOR ANY INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND IN CONNECTION WITH THIS AGREEMENT, WHETHER OR NOT SUCH DAMAGES ARE FORESEEABLE.

10. Notices.

In the event that any notice or other communication is required or permitted to be given hereunder, such notice or communications will be in writing and may be delivered in person or sent by certified mail, overnight courier or transmitted by facsimile to the address of the addressee specified on the signature page. The City of Louisville shall be copied on all notices provided by either party to the other under this Agreement. Such notices shall be delivered to the City of Louisville, City Manager's office, 749 Main Street, Louisville, CO 80027, with a copy by email to malcolmf@louisvilleco.gov. All such notices or other communications will be deemed to have been duly given and received upon receipt.

11. Non-Exclusivity.

This Agreement shall not prohibit or restrain either party from entering into any separate similar or dissimilar contract or agreement with one or more third parties except to the extent that such agreement would interfere with the other's ability to use the Facility as contemplated in this Agreement.

12. Miscellaneous.

12.1. Recording. This Agreement shall not be recorded.

12.2. No Agency or Partnership. Nothing contained in this Agreement will constitute either party as a joint venturer, employee, or partner of the other party, or render either party liable for any debts, obligations, acts, omissions, representations, or contracts of the other party, including without limitation Owner's obligations to the Utility for electric service or to Agent under the Energy Agency Agreement.

12.3. No Lease. This Agreement is not intended to and will not constitute a lease of any real or personal property. Owner acknowledges and agrees that Owner has not been granted any real property interest in the Facility, Host Company equipment or other Host Company premises, and Owner has no rights as a tenant or otherwise under any real property or landlord/tenant laws, regulation or ordinances. This Agreement shall be subject to the terms and conditions of the Site Lease.

12.4. Arbitration. Each party agrees to submit any and all disputes concerning this Agreement, if not resolved between the parties, to binding arbitration under one (1) neutral, independent, and impartial arbitrator in accordance with the Commercial Rules of the American Arbitration Association; provided, however, the arbitrator may not vary, modify or disregard any of the provisions contained in this Section. The decision and any award resulting from such arbitration shall be final and binding. The arbitrator is not empowered to award damages in excess of compensatory damages and each party hereby irrevocably waives any right to recover such damages with respect to any dispute resolved by arbitration. Both parties shall equally share the fees of the arbitrator. The arbitrator may award attorney's fees to the prevailing party as determined by the arbitrator.

12.5. Force Majeure. Except for Owner's obligation to pay any amounts due Host Company under this Agreement, neither party will be liable for any failure or delay in its performance under this Agreement due to any cause beyond its reasonable control, including acts of war, acts of God, earthquake, flood, embargo, riot, sabotage, terrorism, labor shortage or dispute, governmental act, failure of the electrical grid or utility action, provided that the delayed party: (a) gives the other party prompt notice of such cause, and (b) uses its reasonable commercial efforts to promptly correct such failure or delay in performance. If such cause results in delay in performance, the date of performance shall be extended for a period equal to the time lost by reason of the delay.

12.6. Reporting and Marketing. Unless otherwise directed in writing by the Owner, Owner authorizes Host Company during the Term to use Owner's name, meter location and the solar energy collection capacity of the Panels ("**Owner Information**") for reporting and marketing purposes. Host Company shall only use the Owner Information for official reporting to governmental authorities, public utility commissions and similar organizations, and in official marketing material generated and distributed by Host Company. Under no circumstances, except as required by law, will Host Company release or otherwise publish any information collected from Owner other than the Owner Information.

12.7. Assignment

(a) Assignment by Owner. Owner may not assign this Agreement and may not otherwise assign or transfer any interest in the Panels except as provided in Section 12.7(b). In connection with assignments or transfers not described by Section 12.7(b) 8, Host Company shall not unreasonably withhold or delay its consent to any Customer request to assign this Agreement or to transfer an interest in the Panels.

(b) Permitted Actions By Owner. Owner shall not sell the Panels to any person prior to the 5th anniversary of the Placed In Service Date with the prior consent of Agent, which consent will not be unreasonably withheld. If Owner desires to sell the Panels to a person who is not a foreign person or entity and who is not a Disqualified Person (as defined in the Solar Panel Purchase Agreement), Owner shall provide Host Company with prior notice of such desired action, and Host Company agrees to enter into an agreement with such purchaser on substantially similar terms as this Agreement, provided that such purchaser (i) also enters into an Energy Agency Agreement with Agent and (ii) pays an administrative fee to Agent of \$200.

(c) Assignment by Host Company. Except as otherwise provided in Section 12.7(d), Host Company may not assign or transfer this Agreement except with the consent of Customer, which shall not be unreasonably withheld or delayed. In connection with assignments or transfers not described by Section 12.7(d), Customer shall not unreasonably withhold or delay its consent to any Host Company request to assign this Agreement.

(d) Permitted Actions by Host Company. Provided that Host Company remains responsible for the ultimate performance of Host Company obligations under this Agreement, Host Company may assign any of its rights, duties, or obligations under this Agreement to another entity or individual, including any Affiliate, whether by contract, change of control, operation of law or otherwise, without Customer's prior written consent.

12.8. Confidentiality. The Customer agrees to not disclose the terms hereof to any other entity or person, except for the limited purpose of facilitating the business relationship with Company and the transactions contemplated herein or as may be required under the Colorado Open Records Act or other requirements of law. Customer will advise Company of any request for the foregoing information under the Colorado Open Records Act.

12.9. Waiver. The failure or forbearance of either party at any time to enforce the terms or conditions of this Agreement will not constitute a waiver as to any subsequent required performance or obligation of the other party.

12.10. Governing Law. This Agreement will be interpreted, construed and enforced in all respects in accordance with the laws of the State of Colorado, without reference to its rules relating to choice of law to the contrary.

12.11. Severability. If any part of this Agreement is found to be void or unenforceable, the provisions shall be severable and those provisions which are lawful shall remain in full force and effect.

12.12. Attorney's Fees and Costs. In any action in law or equity to enforce any of the provisions or rights under this Agreement, the prevailing party shall be entitled to all costs and reasonable attorney's fees incurred by the prevailing party, including, without limitation such costs and fees on appeal.

12.13. Entire Agreement; Signature; Counterparts. This Agreement constitutes the entire agreement, and supersedes any and all prior agreements between Owner and Host Company with respect to the subject matter hereof. Except as otherwise provided in this Agreement, no amendment of any provision of this Agreement will be valid unless set forth in a written instrument signed by the party to be bound thereby or as presented by the Host Company and accepted by the Owner. An electronic acceptance, or signature delivered by facsimile, pdf or an electronic reproduction will be deemed an original. This Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which will constitute one and the same instrument.

[Signature Page Follows]

HOST COMPANY:

Mesa Solar 1, LLC, a Colorado limited liability company

By: _____

Name: Mark Boyer, Authorized Representative

Date: _____

Address Mesa Solar 1, LLC
361 Centennial Parkway 3rd Floor
Louisville, CO 80027
Phone: 800-646-0323
Fax: 970-692-2592
Email notices: mboyer@easycleanenergy.com

OWNER:

Alpine Bank

By: _____

Name: _____

Title: _____

Date: _____

Address _____

Email
notices:

EXHIBIT A
DEFINITIONS

Capitalized terms used in the Agreement are defined as follows unless defined in the body of the Agreement.

“**Agent**” means Clean Energy Collective, a Colorado limited liability company.

“**Bill Credits**” shall be Owner's portion of the amount paid by Utility for electricity generated at the Facility and sold to the Utility pursuant to the ICA.

“**Owner Output**” equals Owner Portion times Output for any applicable time period.

“**Owner Portion**” means the fraction or percentage obtained by dividing (i) the total nameplate capacity of the panels owned by the Owner by (ii) the total nameplate generating capacity of all panels at the Facility.

“**Energy Agency Agreement**” means the Energy Agency Agreement entered into contemporaneously herewith by and between Agent and Owner.

“**Owner’s Portion**” means the fraction or percentage obtained by dividing (i) the nameplate generating capacity or Owner’s Panels by (ii) the total nameplate generating capacity of all panels at the Facility. Owner’s Portion is also subject to the limitations and adjustments set forth in the ICA.

“**Placed In Service Date**” means the date the Facility is “placed in service”, for purposes of Sections 48 and 168 of the Code, and as set forth in a notice from Host Company to Owner following the date the Facility is interconnected to the Utility grid and approved for commercial operation. “**Site Lease**” means that Lease Agreement entered into by and between Rick and Mary James and Agent, dated May 15, 2014.

“**Utility**” means Xcel Energy Utility.

“**Renewable Energy Credit**” or “**REC**” means a contractual right to the full set of Environmental Attributes resulting from one megawatt-hour of electric energy generated from an Eligible Energy Resource, as further provided in regulations adopted pursuant to C.R.S. § 40-2-124, currently set forth at 4 CCR 733-3, Rule 3652(n), as may be amended from time to time or as further defined or supplemented by law.

EXHIBIT B

LOCATION OF PANELS

Facility: Boulder Cowdery Meadows Solar Array
1600 S. 66th Street
Boulder, Colorado 80303

Panel Manufacturer: Hanwha SolarOne

Panel Size: 235 Watts & 250 Watts

Facility Capacity: 495,455 Watts

Owner Panels: 470

Owner Portion: 115.340 kW (23.232720%)

Estimated Annual Output: 194,238 kWh

Serial Numbers and Locations:

Row: 1 Run: 1 Col: 37 - 2001826996 250
Row: 1 Run: 1 Col: 38 - 2001827122 250
Row: 1 Run: 1 Col: 39 - 2001828364 250
Row: 1 Run: 1 Col: 40 - 2001828347 250
Row: 1 Run: 1 Col: 41 - 2001828379 250
Row: 1 Run: 1 Col: 42 - 2001828350 250
Row: 1 Run: 1 Col: 56 - 2001827682 250
Row: 1 Run: 1 Col: 57 - 2001828036 250
Row: 1 Run: 1 Col: 58 - 2001827688 250
Row: 1 Run: 1 Col: 59 - 2001827687 250
Row: 1 Run: 1 Col: 60 - 2001827238 250
Row: 1 Run: 1 Col: 62 - 2001828914 250
Row: 1 Run: 2 Col: 37 - 2001826994 250
Row: 1 Run: 2 Col: 38 - 2001828038 250
Row: 1 Run: 2 Col: 39 - 2001828381 250
Row: 1 Run: 2 Col: 40 - 2001828384 250
Row: 1 Run: 2 Col: 41 - 2001828376 250
Row: 1 Run: 2 Col: 42 - 2001828374 250
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ENERGY AGENCY AGREEMENT

This Energy Agency Agreement (the “**Agreement**”) is made by and between Alpine Bank (“**Customer**”) and Clean Energy Collective LLC, a Colorado limited liability company with principal offices at 361 Centennial Parkway, Suite #300, Louisville, CO 80027 (“**Agent**”), effective as of the Effective Date (as defined below). Capitalized terms used in this Agreement shall have the meanings set forth in the body of this Agreement and/or in **Appendix B**.

RECITALS

A. Customer is purchasing solar panels with nameplate electric generation capacity as set forth on **Appendix A** (the “**Panels**”) from Mesa Solar 1, LLC (“**Host Company**”) and is entering a Co-Location Agreement with Host Company governing location, operation, and maintenance of the Panels at a facility site at the location notated as the Facility Location in **Appendix A** (the “**Facility**”).

B. Customer is a customer of Public Service Company of Colorado d/b/a/ Xcel Energy (the “**Utility**”) for electric service at the Location, and desires to participate in the Solar*Rewards Community program currently offered by Utility pursuant to the terms of a Rate Schedule found at Colo. PUC No.7 Electric, Sheets Nos. 94 through 94G (the “**Program**”), as may be amended from time-to-time.

C. Customer has entered into a Lease and Lease Purchase Agreement with the City of Louisville, Colorado dated July 8, 2015 (the “**City of Louisville Lease Purchase Agreement**”) pursuant to which Customer has leased to the City of Louisville, with an option to purchase subject to the limitations set forth therein, the Panels, and has also assigned to City of Louisville, during the term of such City of Louisville Lease Purchase Agreement, all right, title and interest of Customer in the Bill Credits and REC Payments (each more particularly defined herein) payable during the term of such City of Louisville Lease Purchase Agreement.

D. City of Louisville is also a customer of the Utility for electric service at the location(s) set forth in Appendix A and notated as the Customer Location (the “**Customer Location**”). Customer has the ability to assign this Agreement to City of Louisville pursuant to the terms and conditions of Section 7.1 hereof, whereupon City of Louisville shall become the Customer hereunder.

E. Host Company has constructed or intends to construct a community solar garden as that term is defined in the Program at 1600 S. 66th Street, Boulder, CO 80303 (the “**Facility**”). Host Company will also interconnect the Facility with the Utility pursuant to the terms of a power purchase agreement, interconnection agreement, any applicable tariff, and/or any other required agreement with Utility (collectively, the “**ICA**”) pursuant to which Host Company and/or its Affiliate will deliver power generated at the Facility to Utility and Utility will provide credits on the bills for certain customers for power generated by the Facility (“**Bill Credits**”), as set forth in the ICA and the Program and as directed by Host Company and/or its Affiliate.

F. This Agreement is effective as of the later of the date upon which Customer signs this Agreement or the month of interconnection (the date the Facility starts delivering

power to the Utility), as specified in writing or electronically on the signature page hereto (the “*Effective Date*”) and shall be effective as to the City of Louisville at such time as the assignment of this Agreement is completed in accordance with the terms and conditions of Section 7.1. Customer wishes to appoint Agent as Customer’s sole and exclusive agent with authority to sell power produced by the Panels and related Green Attributes. Customer also wishes to appoint Agent as Customer’s sole and exclusive agent with authority to exchange information with Utility with respect to Customer’s account for electric service at the Location, and with Host Company, to effectuate the terms of this Agreement and the ICA.

NOW, THEREFORE, for and in consideration of the foregoing recitals and the mutual promises contained herein, Customer and Agent agree as follows:

1. Appointment of Agent as Customer’s Agent.

1.1 Sale of Energy and Green Attributes. Customer hereby irrevocably appoints Agent as Customer’s sole, exclusive, and authorized agent with full power and authority to assign, transfer, and sell all of the electric energy and Green Attributes produced by or associated with the Panels to the Utility pursuant to the terms of the Program, and to enter into, administer, and enforce the ICA on Customer’s behalf. Customer and Agent acknowledge that Customer has granted Host Company a portion of the electric energy generated by the Panels, but only to the extent generated by the Panels and constituting no more than Customer’s Portion, to be utilized by Host Company for the on-site electrical requirements of the Facility (the “Station Use”) in accordance with the Co-Location Agreement of even date herewith by and between Alpine Bank and Mesa Solar 1, LLC. Other than receipt of the benefits provided herein, Customer waives, relinquishes, and quitclaims any right, claim, and interest in the energy produced by the Panels and associated capacity and Green Attributes. Customer shall execute any additional documents and instruments necessary to evidence the Green Attributes and to effect or evidence the transfer of the Green Attributes to Utility or its designee.

1.2 Interaction with Utility. Customer hereby irrevocably appoints Agent as Customer’s sole, exclusive, and authorized agent with full power and authority to provide instructions and directions to the Utility with respect to initiating, making, and terminating payment for the electricity and Green Attributes Utility purchases which is produced by and/or associated with the Panels and the Facility, which payment may be made by means of a credit on Customer’s account for electric service from Utility to the Customer Location or by payment directly to Agent or a third party, as Customer shall direct. Customer retains authority to communicate with, instruct, and direct the Utility with respect to other matters pertaining to electric service to the Customer Location unrelated to the sale of electric energy and Green Attributes and payment therefore.

1.3 Release/Letter of Authorization. Customer allows Utility to release billing information to Agent to effectuate the terms of this Agreement and the ICA. Customer shall execute the Letter of Authorization and any replacements, revisions, or other documents reasonably requested by Agent or Utility to show Utility the granting of authority to Agent and/or the authority for Utility to release billing information to Agent.

2. Bill Credits and Incentive Payments.

2.1 Payable by Utility. Customer shall be entitled to receive credits on its bills from Utility in respect of the Customer Output (the “Bill Credits”) to be made solely by Utility and according to the terms of the Program. Customer acknowledges that the duration, terms and conditions of the Program, including the amount of Bill Credits to be applied, are subject to the sole and exclusive control of Utility. For informational purposes only, as of the Effective Date, the Program provides that Utility shall provide a bill credit in the amount of \$0.23698 per kilowatt-hour for the Customer Output, and also provides that this rate may be revised by Utility from time-to-time. Customer acknowledges that Agent has not made any representations or warranties with respect to the expected duration of the Program or the amounts to be provided by Utility as bill credits. It is acknowledged that, pursuant to the Program, the Agent is to calculate the amount of Bill Credits due to the Customer, subject to Utility review and approval. Agent agrees to calculate and provide to the Utility the amount of Bill Credits due to the Customer in accordance with the Program, based upon the Customer Portion and Facility Revenue (as defined in the Program) and agrees to deduct from the calculated amount only the total of (i) the Station Use (as provided in Section 1.1 above), (ii) the Recurring O&M Fee (as provided in the Co-Location Agreement entered into between the Customer and the Host Company) and (iii) such other deductions therefrom as shall be made pursuant to the terms and conditions of the ICA.

2.2 Incentive Payments. Customer acknowledges that Utility and/or another third party may provide incentives and/or renewable energy incentives, including payments or bill credits, with respect to the Environmental Attributes attributable to Customer's Interest, or otherwise, other than as a Bill Credit for Customer Output as addressed in Section 2.1 (collectively, the “Incentives”), and that Utility and/or another third party may pay the Incentives directly to Agent and/or its Affiliates. Customer waives, relinquishes, and quitclaims any right, claim, and interest in the Incentives and, to the extent necessary, assigns all right, title, and interest to the Incentives to Agent and acknowledges that Customer is not entitled to retain any such Incentives, except as provided in Section 2.4 below. Customer hereby authorizes Agent to notify Utility that Customer has assigned such Incentives to Agent and that Utility may make any such payment to which Customer may otherwise be entitled directly to Agent. Customer will promptly execute any additional documents as requested by Utility, Agent and/or another third party necessary for Agent to claim such Incentives and/or to enable or authorize Utility and/or another third party to make such payments directly to Agent. In the event that Utility and/or another third party provides any such Incentives directly to Customer, whether as a payment or bill credit, Customer agrees to inform Agent and to pay the amount of such Incentives to Agent within ten (10) days of Customer's receipt.

2.3 No Other Payments. Customer acknowledges and agrees that Agent's obligations with respect to payments to Customer are that Agent shall request and use commercially reasonable efforts to require Utility to make Bill Credits in accordance with the provisions hereof. In addition, Agent shall not be required to request Utility to make any credits or Payments in excess of the limitations set forth in Section 4.2 of this Agreement.

2.4 REC Payments. The parties anticipate that the Incentives will include payments made to Agent by Utility in respect of renewable energy credits (the “RECs”) assigned to Utility relating to the Facility (the “REC Payments”), and receipt of REC Payments in

accordance with the terms and conditions of this Agreement are essential to the intended use of, and have formed the basis of the valuation of the City of Louisville Lease Purchase Agreement of the Panels. Agent agrees to pay to Customer all portions of the REC Payments it actually receives from Utility that are attributable to Customer's Panels, excepting only the Recurring O&M Fee, as follows: Customer acknowledges and agrees that Agent shall first apply a portion of the REC Payments to the Recurring O&M Fee (as provided in the Co-Location Agreement entered into between the Customer and the Host Company). Agent shall then pay to Customer all amounts remaining, if any, from the REC Payments that are not applied to such Recurring O&M Fee, on a quarterly basis (the Customer REC Payments). The Customer REC Payments will be made to Customer by bill credit, check or electronic funds transfer within 30 days following the end of a calendar quarter in respect of REC Payments received for the prior calendar quarter.

3. Term and Termination.

3.1 Definition. The Term of this Agreement shall be the Initial Term plus any Extended Terms, unless the Agreement is terminated earlier as provided in Section 3.5, in which case the Term shall expire on the effective date of such termination.

3.2 Initial Term. The Initial Term of this Agreement shall commence on the Effective Date and shall extend for twenty (20) years following the date of interconnection ("**Initial Term**"), unless extended in accordance with section 3.3 below or unless earlier terminated as provided in Section 3.5.

3.3 Extended Terms. In the event the term of the ICA is extended, the term of this Agreement shall be automatically extended for a commensurate term (the "**Extended Term,**" and together with the Initial Term, the "**Term**"). Agent agrees to not oppose any extension of the term of the ICA provided that such extension is in accordance with the terms and conditions of the ICA.

3.4 New ICA. In the event a new ICA made between the Utility and Agent with respect to energy produced at the Facility to be effective at the conclusion of the Initial Term or any Additional Term, this Agreement shall continue in effect for the duration of the new ICA.

3.5 Termination.

(a) Termination of ICA. This Agreement will terminate automatically upon the expiration or termination of the ICA unless a new ICA is entered as provided in section 3.4.

(b) Termination of Co-Location Agreement. This Agreement will terminate automatically upon the expiration or termination of the Co-Location Agreement unless Customer enters a replacement agreement with the Host Company without interruption.

(c) Termination of City of Louisville Lease Purchase Agreement. Notwithstanding the provisions of Section 3.2. and 3.3, but except as provided in Section 7.1(c) hereof, in the event that the City of Louisville Lease Purchase Agreement shall be terminated for any reason at any time during the Initial Term or any Extended Term, this Agreement shall be automatically terminated as of the date which Agent receives notice of such termination.

(d) Removal of Panels. This Agreement will terminate automatically if Customer removes Customer's Panels from the Facility for any reason.

(e) Material Breach. Agent may terminate this Agreement upon written notice if Customer breaches any of the material terms of this Agreement, including without limitation the representations and warranties. Before terminating the Agreement, Agent shall give Customer written notice of the breach and thirty (30) days to cure any such breach to Agent's reasonable satisfaction.

(f) Survival. In the event of expiration or earlier termination of this Agreement, the following sections shall survive: Sections 1.2, 8, 9, 10, 11, and 12.

4. Customer's Representations and Warranties.

Customer represents and warrants the following:

4.1 Utility Customer Status. Customer is an electric service customer of Utility at the Location and shall remain so throughout the duration of this Agreement. (For the avoidance of doubt, this obligation shall apply only to the City of Louisville from and after the time of the assignment to the City of Louisville referenced in Section 7.1.).

4.2 Maximum Capacity. Customer's Portion of the total nameplate capacity of the Facility does not and shall not exceed the limitations set forth in **Appendix C**. Customer acknowledges that Utility is not obligated to make any payment for energy generated by the Panels to the extent Customer's Portion of the total nameplate capacity of the Facility exceeds those limitations, and that Customer's Portion is subject to the limitations and adjustments set forth in the ICA and shall be reduced as required by the ICA. Customer also acknowledges that the limitations set forth in **Appendix C** are derived from the ICA and agrees that this Agreement will be deemed automatically amended to incorporate any changes to corresponding provisions in the ICA.

4.3 No Other Assignment or Authorization. Customer has not assigned or sold the electric energy produced by the Panels or the Green Attributes to any other person or entity, and will not do so during the Term of this Agreement. Customer has not provided any other person or entity any of the authority granted to Agent under this Agreement and will not do so during the Term of this Agreement.

4.4 No Liens or Encumbrances. Customer has not granted or placed or allowed others to place any liens, security interests, or other encumbrances on the electric energy produced by the Panels or the Green Attributes, and will not do so during the Term of this Agreement.

5. Agent's Representations and Warranties.

Agent represents and warrants that it shall at all times perform its obligations under the ICA and exercise commercially reasonable efforts to maintain the ICA in effect for the Term of this Agreement.

6. Change of Customer Location for Bill Credits.

6.1 Notice. Customer shall notify Agent in writing thirty (30) days prior to any change in Customer's Location during the Term.

6.2 New Location within Utility Service Territory. If Customer moves to a new eligible location within the service territory of Utility, as defined in the terms of the Program (without any period of interruption of Utility service), then the new location shall be substituted as the Location under this Agreement and this Agreement shall continue in effect.

6.3 Cessation of Utility Service to Customer's Location. Subject to Section 7.1 below, if Customer ceases to obtain electric service from Utility at the Customer Location and does not commence (without interruption) receiving electric service from Utility at a different eligible location, as defined in the terms of the Program, Customer forfeits any Bill Credits resulting from power produced by the Customer's Portion during the period in which Customer has not obtained such electric service from Utility.

7. Assignment.

7.1 Assignment by Customer; Rights of the City of Louisville.

(a) It is acknowledged that the Customer has leased the Panels to the City of Louisville in accordance with the City of Louisville Lease Purchase Agreement and, in connection therewith, has: (i) assigned the rights and obligations of Customer under this Agreement to the City of Louisville. Subject to the receipt of a written acknowledgement from the City of Louisville of such assignment and agreement to become the Customer under this Agreement, Agent hereby consents to such assignment and agrees that the City of Louisville shall be entitled to enforce the provisions hereof against the Agent without any consent, action or direction of the Customer. Customer shall make no other assignment of this Agreement without the prior consent of Agent, which consent shall not be unreasonably withheld.

It is acknowledged that the City of Louisville has also executed a Letter of Authorization to allow the Utility to release billing information concerning the City of Louisville Location to Agent.

(b) Except as provided in Section 7.1(c) hereof, in the event that the City of Louisville Lease Purchase Agreement shall be terminated for any reason, this Agreement shall be automatically terminated as of the date which Agent receives notice of such termination. Alpine Bank agrees to provide Agent with prompt notice of any such termination. In the event of such termination, Agent shall enter into a new Energy Agency Agreement with Alpine Bank in substantially similar form to this Agreement (with such other assignee as is then a current customer of the Utility specified as the assignee thereof) promptly after receipt of such notice from Alpine Bank.

(c) In the event that the City of Louisville exercises its option to purchase the Panels from Customer in accordance with the City of Louisville Lease Purchase Agreement, this Agreement shall continue in full force and effect with regard to the City of Louisville. Customer agrees that in no event shall such purchase option be exercisable by the City of

Louisville at any time prior to the expiration of the fifth anniversary of the Placed In Service Date for the Facility.

7.2 Sale by Customer to Other Than the City of Louisville. Customer shall not sell the Customer's Panels to any person prior to the 5th anniversary of the Placed In Service Date without the prior consent of Agent, which consent will not be unreasonably withheld. Assuming that Customer sells Customer's Panels to a person who is not a foreign person or entity or a Disqualified Person (as defined in the Solar Panel Purchase and Sale Agreement), Agent will enter into an agreement with the purchaser on substantially similar terms as this Agreement if such purchaser (a) also enters a Co-Location Agreement with Host Company and (b) pays an administrative fee of \$200.

7.3 Assignment by Agent. Agent may assign this Agreement to any person or entity that succeeds to Agent's interests under the ICA.

8. Dispute Resolution.

8.1 Choice of Law. This Agreement will be governed by and construed in accordance with the laws of the State of Colorado.

8.2 Notice of Dispute. If Customer disputes the amount of any Bill Credit made under this Agreement, Customer shall provide written notice explaining the dispute to Agent, along with documentation sufficient to support Customer's claim. Agent shall consider Customer's claim and respond in writing within twenty (20) days. Neither Customer nor Agent shall notify Utility of any such dispute within such twenty (20) day period. If such Dispute is not resolved within such twenty (20) day period, either party may bring an action to enforce this this Agreement; provided however that all claims hereunder shall be brought within one year of the date such claim accrues. All claims for adjustment of any Bill Credit shall be brought within one year of the date upon which the calculation of such Bill Credit is made by Agent.

8.3 Attorney's Fees and Costs. In any proceeding to enforce any of the provisions or rights under this Agreement, the prevailing party shall be entitled to recover all costs and reasonable attorney's fees incurred by the prevailing party.

9. Indemnification/Hold Harmless.

9.1 General. To the extent permitted by law, each party shall indemnify and hold harmless the other party and its affiliates, directors, officers, managers, members, partners, employees, representatives and agents (together, "**Related Parties**") from and against any and all claims, demands, losses, damages, liabilities, legal proceedings, judgments and awards, costs and expenses (including but not limited to reasonable attorneys' fees) arising out of (i) personal injury (including death) and property damage (real and personal), limited to the extent arising directly out of such party's negligent act or omission, or (ii) any material breach by such party of any obligation, representation or warranty of this Agreement. The foregoing indemnification obligation shall not apply to the City of Louisville, which shall be responsible for its own acts or omissions in the manner and to the extent provided by the Colorado Governmental Immunity Act, C.R.S. Section 24-10-101 et seq.

9.2 Other Agreements. Customer shall hold Agent and its Related Parties harmless from any and all claims, liability, charges, actions, and demands arising out of or relating to: (a) credits and payments made or required to be made by Utility on Customer's behalf pursuant to this Agreement and/or the ICA; (b) amounts owed by Customer to Utility or actions taken by Agent with respect to Customer's Utility account; (c) payments made or required to be made or actions taken or required to be taken by Customer under the Co-Location Agreement with Host Company, and (d) payments made or required to be made or actions taken or required to be taken by Customer under any agreement for the purchase or financing of the Panels.

10. Reporting and Marketing.

Customer authorizes Agent to use Customer's name, Facility location, and the solar energy generating capacity of the Panels ("***Customer Information***") for reporting and marketing purposes. Agent shall use the Customer Information only for official reporting to governmental authorities, public utility commissions, and similar organizations, and in marketing material generated and distributed by Agent. Under no circumstances, except as required by law and as otherwise provided in this Agreement, will Agent release or otherwise publish any information collected from Customer other than the Customer Information. Notwithstanding this Section, Agent will not use or disclose Customer's name if Customer provides written notice prohibiting such use.

11. Confidentiality.

The Customer agrees to not disclose the terms hereof to any other entity or person, except for the limited purpose of facilitating the business relationship with Company and the transactions contemplated herein or as may be required under the Colorado Open Records Act or other requirements of law. Customer will advise Company of any request for the foregoing information under the Colorado Open Records Act.

12. Notices.

In the event that any notice or other communication is required or permitted to be given hereunder, such notice or communications will be in writing and may be delivered in person or sent by certified mail, overnight courier or transmitted by facsimile to the address of the addressee as specified below. All such notices or other communications will be deemed to have been duly given and received upon receipt.

To Agent:	Clean Energy Collective 361 Centennial Parkway, 3 rd Floor Louisville, CO 80027 Attn: Manager Fax No.: 970-692-2592 with a copy by email to: mark.boyer@easycleanenergy.com
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To Customer:

As set forth in **Appendix A.**

13. Entire Agreement.

This Agreement constitutes the entire agreement between the parties relating to the subject matter hereof and supersedes any other agreement or understanding, written or oral.

14. General.

14.1 Modification and Waiver. Except as otherwise provided in this Agreement, no amendment of any provision of this Agreement will be valid unless set forth in a written instrument signed by the party to be bound thereby or as presented by the Agent and accepted by the Owner. An electronic acceptance, or signature delivered by facsimile, pdf or an electronic reproduction will be deemed an original. This Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which will constitute one and the same instrument.

14.2 Authority. The Parties represent and warrant that they have full authority to execute and deliver this Agreement and to perform their obligations under this Agreement, and that the person whose signature appears on the Agreement is duly authorized to enter into this Agreement on behalf of the respective party.

14.3 Severability. Should any terms of this Agreement be declared void or unenforceable by any arbitrator or court of competent jurisdiction, such terms will be amended to achieve as nearly as possible the same economic effect for the parties as the original terms and the remainder of the Agreement will remain in full force and effect.

14.4 No Partnership. Nothing contained in this Agreement will constitute either party as a joint venturer, employee, or partner of the other party, or render either party liable for any debts, obligations, acts, omissions, representations, or contracts of the other party, including without limitation Customer's obligations to Utility for electric service or to Host Company under the Co-Location Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, each party has caused this Agreement to be duly executed by its authorized representative as of the date of last signature provided below.

Clean Energy Collective, LLC

By: _____

Printed Name: _____

Title: _____

Date: _____

Alpine Bank

By: _____

Printed Name: _____

Title: _____

Date: _____

APPENDIX A

Upon the assignment of the Energy Agency Agreement from Alpine Bank to the City of Louisville, the Customer Information shall be as follows:

Customer Information

Customer Name(s): City of Louisville, Colorado
Customer's Location: 1200 Courtesy Road, Louisville, CO 80027
Customer's Mailing Address: 749 Main Street, Louisville, CO 80027
Initial Meter # for Crediting: 35877636
Tel: 303-335-4532
Fax:
Email: malcolmf@louisvilleco.gov
Facility Company Name: Mesa Solar 1, LLC
Facility Name: Boulder Cowdery Meadows Solar Array
Facility Location: 1600 South 66th Street, Boulder, CO 80303
Capacity purchased by Customer: 30.550 kW
Estimated initial annual amount of Customer Output ("Estimated initial Annual Production"): 51,448 kWh
Customer Portion: 6.153629
Effective Date: July 8, 2015
Interconnection Date: 4/24/2013
Panels:
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SF22016P1112AA0137 235
SF22021P1112TY0071 235
SF22021P1112TY0010 235
SF22021P1112TY0072 235
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SF22027P1111CI0171 235
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SF22016P1112AA0279 235
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SF22016P1112AA0413 235

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Panel Locations: facility map can be found
at www.coloradocommunitysolar.com/facilitymaps.aspx?facilityID=xcell

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Row: 5 Run: 2 Col: 24 - SF22020P1111CG0388 235

Row: 5 Run: 2 Col: 30 - SF22016P1112AA0279 235

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APPENDIX B

Definitions

Capitalized terms used in the Agreement are defined as follows unless defined in the body of the Agreement.

“Customer Output” means the Customer’s Portion of the total electricity in kWh delivered each month by the Facility to the Utility, as measured by the Utility’s meter.

“Customer’s Portion” means the fraction or percentage obtained by dividing (i) the nameplate generating capacity of Customer’s Panels by (ii) the total nameplate generating capacity of all panels at the Facility. Customer’s Portion is also subject to the limitations and adjustments set forth in the ICA and shall be reduced as required by the ICA.

“Green Attributes” means the full set of environmental, power source and emissions characteristics, whether in the form of credits (including Renewable Energy Credits), benefits, emissions reductions, offsets, allowances or by any other designation, attributable to the generation of electric energy from the Panels. Green Attributes include but are not limited to (1) any avoided emissions of carbon dioxide (CO₂), methane (CH₄), nitrous oxide, hydrofluoro carbons, perfluoro carbons, sulfur hexafluoride and other greenhouse gases (GHGs) that have been determined by the United Nations Intergovernmental Panel on Climate Change as of the effective date of this agreement, or otherwise under Law, to contribute to the actual or potential threat of altering the Earth’s climate by trapping heat in the atmosphere, (2) any avoided emissions of sulfur oxides (S_{ox}), nitrogen oxides (N_{ox}) and carbon monoxide (CO), and of any other pollutant of the air, soil or water (other than GHGs) that is now regulated under law, including as part of any renewable portfolio standard, or tradable under any registration or trading program; and (3) the right of the Utility as the owner or prospective owner of Green Attributes to report the ownership of accumulated Green Attributes to any agency, authority or other party, including without limitation those Green Tag Reporting Rights accruing under Section 1605(b) of The Energy Policy Act of 1992 and any present domestic, international or foreign Law, renewable portfolio standard or registration or trading program. One (1) MWh of energy output is assumed to be the equivalent to one unit of Green Attributes, subject to applicable law, standards, or trading program requirements. Green Attributes do not include: (i) any energy, capacity, reliability or other power attributes from the Panels or the Facility; (ii) production tax credits associated with the construction or operation of the energy projects and other financial incentives in the form of credits, reductions, or allowances associated with the project that are applicable to a state or federal income taxation obligation; or (iii) fuel-related subsidies or “tipping fees” that may be paid to accept or dispose of certain fuels, or local subsidies received by the generator for the destruction of particular pre-existing pollutants or the promotion of local environmental benefits.

“Placed In Service Date” means the date the Facility is “placed in service”, for purposes of Sections 48 and 168 of the Code, and as set forth in a notice from Host Company to Owner following the date the Facility is interconnected to the Utility grid and approved for commercial operation.

“Renewable Energy Credit” or **“REC”** means a contractual right to the full set of Environmental Attributes resulting from one megawatt-hour of electric energy generated from an Eligible Energy Resource, as further provided in regulations adopted pursuant to C.R.S. sections 40-2-124, currently set forth at 4 CCR 733-3, Rule 3652(n), as may be amended from time to time or as further defined or supplemented by law.

APPENDIX C

The Estimated Initial Annual Production as set forth in Appendix A shall not exceed 120% of Customer's average annual electric power consumption at the Customer Location. In addition, should Customer have an interest in any other Community Solar Facility, the sum total of the annual production attributable to all such interests shall not exceed 120% of Customer's average annual electric power consumption at the Customer Location. Should Customer also be a net-metered customer of Utility at the Customer Location, the sum total of the annual production attributable to all Community Solar interests in combination with the estimated output from its net-metered Eligible Energy Resource Facility shall not exceed the limits described herein.

BOULDER COWDERY MEADOWS SOLAR ARRAY

CO-LOCATION AGREEMENT

This Co-Location Agreement (this “*Agreement*”) is made by and between Mesa Solar 1, LLC, a Colorado limited liability company (“*Host Company*”), and Alpine Bank (“*Owner*”), effective as of the Effective Date (as defined below). Capitalized terms used and not otherwise defined herein have the meanings set forth in **Exhibit A**.

RECITALS

A. Owner is a customer of Public Service Company of Colorado d/b/a/ Xcel Energy (the “*Utility*”) for electric service at the Location, and desires to participate in the Solar*Rewards Community program currently offered by Utility pursuant to the terms of a Rate Schedule found at Colo. PUC No.7 Electric, Sheets Nos. 94 through 94G (the “*Program*”), as may be amended from time-to-time.

B. Host Company has constructed or intends to construct a community solar garden, as that term is defined in the Program, at 1600 S.66th St, Boulder, CO 80303 (the “*Facility*”). Host Company will also interconnect the Facility with the Utility pursuant to the terms of a power purchase agreement, interconnection agreement, any applicable tariff, and/or any other required agreement with Utility (collectively, the “*ICA*”) pursuant to which Host Company and/or its affiliate will deliver power generated at the Facility to Utility and Utility will provide credits on the bills for certain customers for power generated by the Facility (“*Bill Credits*”), as set forth in the ICA and the Program and as directed by Host Company and/or its affiliate.

C. Effective as of the 1st day of the month in which Owner completes Purchase of panels by signing Purchase and Sale Agreement and remitting full payment (the “*Effective date*”), Owner desires to secure from Host Company, and Host Company desires to provide to Owner, rights to co-locate Owner's solar panels (the “*Panels*”) at the Facility.

D. Owner has entered into a Lease and Lease Purchase Agreement with the City of Louisville dated July 8, 2015 (the “*the City of Louisville Lease Purchase Agreement*”) pursuant to which Owner has leased to the City of Louisville , with an option to purchase subject to the limitations set forth therein, the Panels, and has also assigned to the City of Louisville, during the term of such the City of Louisville Lease Purchase Agreement, all right, title and interest of Customer in the Bill Credits and REC Payments (each more particularly described herein) payable during the term of such the City of Louisville Lease Purchase Agreement.

E. Contemporaneously herewith, Owner has entered into an Energy Agency Agreement appointing Agent (as defined therein) as Owner's sole and exclusive agent with authority to sell power and related Green Attributes (as defined in the ICA) produced by the Panels to Utility, and exchange information with Utility with respect to Owner's account for electric service. Such Energy Agency Agreement is assignable to the City of Louisville, and subject to termination by and novation in favor of Owner upon the terms set forth therein.

AGREEMENT

In consideration of the mutual covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. Co-Location on Site.

Subject to the terms and conditions of this Agreement, Host Company grants to Owner the right to use those portions of the Facility described in **Exhibit B** to install, operate, maintain, repair and replace the Panels (the "**Site**"). By entry under this Agreement, Owner accepts the Site in its present condition, AS IS. Host Company disclaims and Owner waives and releases all rights and remedies of Owner and all warranties and obligations of Host Company expressed or implied, arising out of law or otherwise, including, but not limited to, any warranty of the Facility's suitability for the location of a solar energy collection system. Owner has made its own independent investigation of the suitability of the Facility for the uses authorized under this Agreement.

2. Use of Site and Panels; Operation and Maintenance.

2.1. Access. Subject to the terms and conditions of this Agreement, Owner shall have a limited, nonexclusive right of access to the Site to the extent reasonably necessary to enable Owner to install, operate, maintain, repair and replace the Panels, subject to the following:

(a) Owner fully understands the need for, shall adhere and comply with, any and all safety, security and other policies required by Host Company.

(b) Owner shall provide at least seventy-two (72) hours written notice to Host Company of Owner's intent to access the Site. The notice shall designate a representative who is authorized access to the Site on Owner's behalf, and Host Company shall only permit such representative to have escorted access to the Site.

(c) Owner shall have no right to change, modify or add equipment to Host Company's infrastructure without Host Company's written consent. Failure to comply with this provision will be considered a material breach of this Agreement and such breach shall allow Host Company to terminate this Agreement.

(d) Owner shall not remove the Panels without Host Company's written consent, which shall not be unreasonably withheld. Owner shall provide Host Company at least thirty (30) days prior written notice of any proposed removal.

2.2. Personal Property. All portions of the Panels shall be and shall remain Owner's personal property (unless and except such Panels are purchased by the City of Louisville pursuant to the terms of the City of Louisville Lease Purchase Agreement and the City of Louisville's option to purchase the Panels as set forth therein.). The parties covenant and agree that no part of the Panels will become, or be considered as being affixed to, or a part of, the real property on which the Facility is located.

2.3 Operation and Maintenance. Owner hereby elects to have Host Company operate and maintain the Panels during the Term, as defined in section 4. Host Company shall perform acts necessary or appropriate for the proper operation and maintenance of the Facility. Host Company shall employ or retain qualified personnel to perform services customarily performed with respect to property of the type comprising the Facility, in keeping with industry standards, and shall pay such persons reasonable compensation for performing such services. Host Company shall initially appoint or has appointed CE Services, Ltd. as property manager to operate and maintain the Facility.

2.4. Use of Energy. Owner hereby grants to Host Company the right to use a portion of the energy generated by Owner's Panels for the electrical requirements of the Facility. Owner shall direct Agent accordingly. Such portion shall be equal to the total electrical requirements of the Facility, as such requirements occur from time to time, times the Owner's portion. The parties acknowledge and agree that the electricity which is delivered by the Facility to the Utility, as measured at the Utility meter, will be net of all electrical requirements of the Facility.

2.5. Liens. The parties acknowledge that the Owner has leased the Panels to the City of Louisville in accordance with the City of Louisville Lease Purchase Agreement and that such Panels are subject to a purchase option in favor of the City of Louisville as set forth therein. Owner agrees that in no event shall such purchase option be exercisable by the City of Louisville at any time prior to the expiration of the fifth anniversary of the Placed In Service Date for the Facility. Owner shall not allow any lien or encumbrance against the Panels other than the interest of the City of Louisville under such Lease Purchase Agreement without Host Company's consent. Owner has not granted or placed or allowed others to place any liens, security interests, or other encumbrances on the electric energy produced by the Panels or the Green Attributes (as defined in the Energy Agency Agreement), and shall not do so during the Term of this Agreement (as defined in section 4). The parties also agree that at such time as the City of Louisville shall exercise such purchase option in accordance herewith, Host Company shall offer the City of Louisville a Co-Location Agreement substantially in the form as attached hereto as Exhibit C hereto.

2.6. Relocation of Panels. Subject to Owner's written consent, Host Company may, upon thirty (30) days written notice, move the Panels to another location; provided however, the environmental conditions of the relocation site are comparable to the existing location. In the event the Panels are relocated, Host Company shall use reasonable efforts to ensure that the costs of such relocation are paid by the person or entity requesting or requiring the relocation. Host Company does not guarantee that all or any of the relocation costs will be paid by the person or entity requesting or requiring the relocation and in no way shall Host Company be responsible for the costs associated with relocating the Panels. In the event that Owner does not consent to the relocation, this Agreement shall terminate immediately, and Host Company shall remove the Panels for Owner's pick-up or delivery in accordance with the terms of this Agreement.

2.7. Security. Host Company shall make reasonable efforts to secure the site but shall have no obligation to police or protect the Panels.

3. Payments.

3.1. Initial Operation and Maintenance Deposit. In order to ensure that there is

sufficient funding to pay for initial operation and maintenance of the Facility and Panels, Host Company shall deposit \$13,404.44 within twenty (20) business days of the Effective Date into a segregated and independently administered account with a reputable banking institution or savings and loan association, or other organization(s) authorized to do business in the State of Colorado, which segregated account shall be dedicated solely to the costs of operation and maintenance of the Panels and Facility as provided in Section 2.3 and the payment of insurance costs pursuant to Section 6 (the “**O&M Fund**”).

3.2. Supplemental Operation and Maintenance Fee. Host Company shall be entitled to utilize additional funds from what would otherwise be paid as REC Payments (the “**Recurring O&M Fee**”). The Recurring O&M Fee shall be \$0.02 per kWh of Owner Output. Owner hereby authorizes Company to make deductions from the REC Payments for the Recurring O&M Fee. Any amounts Host Company receives as a Recurring O&M Fee will be deposited into the O&M Fund.

3.3. Removal Costs; Procedure. In the event Owner requests that Host Company remove the Panels, Owner agrees to pay for the costs of all related services and equipment and such payment shall be due in advance of the commencement of any work. Prior to providing such services and equipment, Host Company shall provide a written estimate of such costs to Owner. Prior to removal of the Panels, Owner shall provide instructions to Host Company regarding pick-up or delivery of the Panels. Host Company shall remove the Panels and make them available for pick-up or delivery within ten (10) days of receipt of Owner’s instructions and advance payment of the removal costs. In no event shall Host Company be responsible for freight, transportation, insurance, shipping, packing, storage, handling, demurrage or similar charges. Delivery shall be FOB at the Facility and all risk of loss will pass to Owner upon delivery. Owner acknowledges that removal of the Panels from the Facility may void the manufacturer's warranty, if any. In lieu of the removal and delivery of the Panels, Host Company may offer to deliver to Owner solar panel(s) of substantially equivalent capacity and quality, acceptance of which shall be at the Owner’s sole discretion.

3.4. Taxes. All payments under this Agreement are exclusive of applicable taxes associated with the Panels or the operation and maintenance thereof. Owner will be responsible to pay in full any taxes due including but not limited to property taxes associated with Owner’s Panels.

4. Term; Termination and Abandonment.

4.1. The term of this Agreement shall commence on the Effective Date and extend for twenty (20) years following the date of interconnection (“**Initial Term**”), unless extended in accordance with section 4.2 below or terminated earlier in accordance with Section 4.4 below.

4.2. In the event the ICA is extended, the term of this Agreement shall be automatically extended for a commensurate term (the “**Extended Term**,” and together with the Initial Term, the “**Term**”). In the event a new ICA is made between the Utility and Agent (or its successor) to be effective at the conclusion of the Initial Term or any Extended Term, Host Company (or its successor) shall provide Owner notice of the terms of the new power purchase agreement within fifteen (15) days of its final execution. Owner shall have fifteen (15) days following receipt of

such notice to elect to terminate this Agreement. If Owner does not provide such notice of its election to terminate this Agreement, then this Agreement shall continue in effect for the duration of the new power purchase agreement.

4.3. If Owner continues to use the Site after the termination or expiration of this Agreement, then Owner will be deemed to be occupying the Site on a month to month basis, subject to the terms and conditions of this Agreement.

4.4. This Agreement may be terminated:

(a) by either party if the other party remains in default under Section 5 of this Agreement after the applicable cure periods;

(b) by Owner on thirty (30) days prior written notice for any reason; and

(c) If Owner ceases to obtain electric service from Utility, and Owner does not commence receiving electric service from Utility within one (1) year thereafter. If Owner fails to instruct Host Company to remove the Panels within such one (1) year time period, the Panels shall be deemed abandoned and Host Company may take possession and dispose thereof in its sole discretion.

(d) as described in Sections 2.1(c), 2.6, 4.2, 6.2, and 6.3.

4.5. Except as otherwise provided herein, Host Company shall remove the Panels from the Facility on behalf of Owner in accordance with Section 3.3 within thirty (30) days of the termination of this Agreement.

4.6. In the event of expiration or earlier termination of this Agreement, the following sections shall survive: Sections 8, 9, 10, 11, and 12.

5. Default and Right to Cure.

5.1. The following will be deemed a default by Owner and a breach of this Agreement: (i) non-payment if any amount due hereunder remains unpaid for more than five (5) days after receipt of written notice from Host Company of such failure to pay; or (ii) Owner's failure to cure the nonperformance of any other term or condition under this Agreement within thirty (30) days after receipt of written notice from Host Company specifying the failure to perform. No such failure, however, will be deemed to exist if Owner has commenced to cure such default within such period and provided that such efforts are prosecuted to completion with reasonable diligence. If Owner remains in default beyond any applicable cure period, Host Company will have the right to exercise any and all rights and remedies available to it under law and equity.

5.2. The following will be deemed a default by Host Company and a breach of this Agreement: (i) Host Company's failure to perform any term, condition or breach of any warranty or covenant under this Agreement within thirty (30) days after receipt of written notice from Owner specifying the failure. No such failure, however, will be deemed to exist if Host Company has commenced to cure the default within such period and provided such efforts are prosecuted to

completion with reasonable diligence. If Host Company remains in default beyond any applicable cure period, Owner will have the right to exercise any and all rights available to it under law and equity.

6. Insurance, Casualty and Condemnation.

6.1. Host Company shall obtain and maintain industry standard levels of real property, personal property and fire and casualty insurance covering the Facility. Host Company shall be obligated to insure the Panels under this Agreement creating an insurable interest in the Panels for the Host Company. Host Company shall be entitled to reimbursement of all costs of insurance associated with the Facility from the O&M Fund.

6.2. Host Company shall provide notice to Owner of any casualty affecting its use of the Facility within forty-eight (48) hours of the casualty. If any part of the Panels or Facility is damaged by fire or other casualty so as to render the Site unsuitable for Owner's use, in Owner's reasonable determination, then Owner may terminate this Agreement by providing written notice to Host Company, which termination will be effective as of the date of such damage or destruction.

6.3. In the event Host Company receives notification of any condemnation proceedings affecting the Facility, Host Company shall provide notice of the proceeding to Owner within forty-eight (48) hours. If a condemning authority takes all of the Property, or a portion sufficient, in Owner's reasonable determination, to render the Site unsuitable for Owner's use, this Agreement will terminate as of the date the title vests in the condemning authority. The parties will each be entitled to pursue their own separate awards in the condemnation proceeding.

7. Representations and Warranties.

Each party represents and warrants to the other, as of the Effective Date, that:

(a) such party has the power and authority to enter into this Agreement and to exercise such party's rights and to perform its obligations under this Agreement; and

(b) the obligations assumed by such party in this Agreement are legal, valid and binding obligations enforceable against such party.

8. Indemnification.

Each party shall indemnify and hold harmless the other party and its affiliates, directors, officers, managers, members, partners, employees, representatives and agents from and against any and all claims, demands, losses, damages, liabilities, legal proceedings, judgments and awards, costs and expenses (including but not limited to reasonable attorneys' fees) arising out of (i) personal injury (including death) and property damage (real and personal), limited to the extent arising directly out of such party's negligent act or omission, or (ii) any material breach by such party of any obligation, representation or warranty of this Agreement; provided, however, that so long as the City of Louisville Lease Purchase Agreement remains in effect, any liability of Owner hereunder shall be limited to the amount that would be permitted by law to be paid by the City of Louisville if the City of Louisville were the Owner hereunder.

9. Liability, Consequential Damages.

Each party shall bear the risk of loss and damage with respect to its own real and personal property, including the Facility and the Panels. EXCEPT FOR THE INDEMNIFICATION OBLIGATIONS HEREUNDER, IN NO EVENT SHALL HOST COMPANY BE RESPONSIBLE FOR ANY INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND IN CONNECTION WITH THIS AGREEMENT, WHETHER OR NOT SUCH DAMAGES ARE FORESEEABLE.

10. Notices.

In the event that any notice or other communication is required or permitted to be given hereunder, such notice or communications will be in writing and may be delivered in person or sent by certified mail, overnight courier or transmitted by facsimile to the address of the addressee specified on the signature page. The City of Louisville shall be copied on all notices provided by either party to the other under this Agreement. Such notices shall be delivered to the City of Louisville, City Manager's office, 749 Main Street, Louisville, CO 80027, with a copy by email to malcolmf@louisvilleco.gov. All such notices or other communications will be deemed to have been duly given and received upon receipt.

11. Non-Exclusivity.

This Agreement shall not prohibit or restrain either party from entering into any separate similar or dissimilar contract or agreement with one or more third parties except to the extent that such agreement would interfere with the other's ability to use the Facility as contemplated in this Agreement.

12. Miscellaneous.

12.1. Recording. This Agreement shall not be recorded.

12.2. No Agency or Partnership. Nothing contained in this Agreement will constitute either party as a joint venturer, employee, or partner of the other party, or render either party liable for any debts, obligations, acts, omissions, representations, or contracts of the other party, including without limitation Owner's obligations to the Utility for electric service or to Agent under the Energy Agency Agreement.

12.3. No Lease. This Agreement is not intended to and will not constitute a lease of any real or personal property. Owner acknowledges and agrees that Owner has not been granted any real property interest in the Facility, Host Company equipment or other Host Company premises, and Owner has no rights as a tenant or otherwise under any real property or landlord/tenant laws, regulation or ordinances. This Agreement shall be subject to the terms and conditions of the Site Lease.

12.4. Arbitration. Each party agrees to submit any and all disputes concerning this Agreement, if not resolved between the parties, to binding arbitration under one (1) neutral, independent, and impartial arbitrator in accordance with the Commercial Rules of the American

Arbitration Association; provided, however, the arbitrator may not vary, modify or disregard any of the provisions contained in this Section. The decision and any award resulting from such arbitration shall be final and binding. The arbitrator is not empowered to award damages in excess of compensatory damages and each party hereby irrevocably waives any right to recover such damages with respect to any dispute resolved by arbitration. Both parties shall equally share the fees of the arbitrator. The arbitrator may award attorney's fees to the prevailing party as determined by the arbitrator.

12.5. Force Majeure. Except for Owner's obligation to pay any amounts due Host Company under this Agreement, neither party will be liable for any failure or delay in its performance under this Agreement due to any cause beyond its reasonable control, including acts of war, acts of God, earthquake, flood, embargo, riot, sabotage, terrorism, labor shortage or dispute, governmental act, failure of the electrical grid or utility action, provided that the delayed party: (a) gives the other party prompt notice of such cause, and (b) uses its reasonable commercial efforts to promptly correct such failure or delay in performance. If such cause results in delay in performance, the date of performance shall be extended for a period equal to the time lost by reason of the delay.

12.6. Reporting and Marketing. Unless otherwise directed in writing by the Owner, Owner authorizes Host Company during the Term to use Owner's name, meter location and the solar energy collection capacity of the Panels ("**Owner Information**") for reporting and marketing purposes. Host Company shall only use the Owner Information for official reporting to governmental authorities, public utility commissions and similar organizations, and in official marketing material generated and distributed by Host Company. Under no circumstances, except as required by law, will Host Company release or otherwise publish any information collected from Owner other than the Owner Information.

12.7. Assignment

(a) Assignment by Owner. Owner may not assign this Agreement and may not otherwise assign or transfer any interest in the Panels except as provided in Section 12.7(b). In connection with assignments or transfers not described by Section 12.7(b) 8, Host Company shall not unreasonably withhold or delay its consent to any Customer request to assign this Agreement or to transfer an interest in the Panels.

(b) Permitted Actions By Owner. Owner shall not sell the Panels to any person prior to the 5th anniversary of the Placed In Service Date with the prior consent of Agent, which consent will not be unreasonably withheld. If Owner desires to sell the Panels to a person who is not a foreign person or entity and who is not a Disqualified Person (as defined in the Solar Panel Purchase Agreement), Owner shall provide Host Company with prior notice of such desired action, and Host Company agrees to enter into an agreement with such purchaser on substantially similar terms as this Agreement, provided that such purchaser (i) also enters into an Energy Agency Agreement with Agent and (ii) pays an administrative fee to Agent of \$200.

(c) Assignment by Host Company. Except as otherwise provided in Section 12.7(d), Host Company may not assign or transfer this Agreement except with the consent of

Customer, which shall not be unreasonably withheld or delayed. In connection with assignments or transfers not described by Section 12.7(d), Customer shall not unreasonably withhold or delay its consent to any Host Company request to assign this Agreement.

(d) Permitted Actions by Host Company. Provided that Host Company remains responsible for the ultimate performance of Host Company obligations under this Agreement, Host Company may assign any of its rights, duties, or obligations under this Agreement to another entity or individual, including any Affiliate, whether by contract, change of control, operation of law or otherwise, without Customer's prior written consent.

12.8. Confidentiality. The Customer agrees to not disclose the terms hereof to any other entity or person, except for the limited purpose of facilitating the business relationship with Company and the transactions contemplated herein or as may be required under the Colorado Open Records Act or other requirements of law. Customer will advise Company of any request for the foregoing information under the Colorado Open Records Act.

12.9. Waiver. The failure or forbearance of either party at any time to enforce the terms or conditions of this Agreement will not constitute a waiver as to any subsequent required performance or obligation of the other party.

12.10. Governing Law. This Agreement will be interpreted, construed and enforced in all respects in accordance with the laws of the State of Colorado, without reference to its rules relating to choice of law to the contrary.

12.11. Severability. If any part of this Agreement is found to be void or unenforceable, the provisions shall be severable and those provisions which are lawful shall remain in full force and effect.

12.12. Attorney's Fees and Costs. In any action in law or equity to enforce any of the provisions or rights under this Agreement, the prevailing party shall be entitled to all costs and reasonable attorney's fees incurred by the prevailing party, including, without limitation such costs and fees on appeal.

12.13. Entire Agreement; Signature; Counterparts. This Agreement constitutes the entire agreement, and supersedes any and all prior agreements between Owner and Host Company with respect to the subject matter hereof. Except as otherwise provided in this Agreement, no amendment of any provision of this Agreement will be valid unless set forth in a written instrument signed by the party to be bound thereby or as presented by the Host Company and accepted by the Owner. An electronic acceptance, or signature delivered by facsimile, pdf or an electronic reproduction will be deemed an original. This Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which will constitute one and the same instrument.

[Signature Page Follows]

HOST COMPANY:

Mesa Solar 1, LLC, a Colorado limited liability company

By: _____

Name: Mark Boyer, Authorized Representative

Date: _____

Address Mesa Solar 1, LLC
361 Centennial Parkway 3rd Floor
Louisville, CO 80027
Phone: 800-646-0323
Fax: 970-692-2592
Email notices: mboyer@easycleanenergy.com

OWNER:

Alpine Bank

By: _____

Name: _____

Title: _____

Date: _____

Address _____

Email
notices:

EXHIBIT A

DEFINITIONS

Capitalized terms used in the Agreement are defined as follows unless defined in the body of the Agreement.

“**Agent**” means Clean Energy Collective, a Colorado limited liability company.

“**Bill Credits**” shall be Owner's portion of the amount paid by Utility for electricity generated at the Facility and sold to the Utility pursuant to the ICA.

“**Owner Output**” equals Owner Portion times Output for any applicable time period.

“**Owner Portion**” means the fraction or percentage obtained by dividing (i) the total nameplate capacity of the panels owned by the Owner by (ii) the total nameplate generating capacity of all panels at the Facility.

“**Energy Agency Agreement**” means the Energy Agency Agreement entered into contemporaneously herewith by and between Agent and Owner.

“**Owner's Portion**” means the fraction or percentage obtained by dividing (i) the nameplate generating capacity of Owner's Panels by (ii) the total nameplate generating capacity of all panels at the Facility. Owner's Portion is also subject to the limitations and adjustments set forth in the ICA.

“**Placed In Service Date**” means the date the Facility is “placed in service”, for purposes of Sections 48 and 168 of the Code, and as set forth in a notice from Host Company to Owner following the date the Facility is interconnected to the Utility grid and approved for commercial operation. “**Site Lease**” means that Lease Agreement entered into by and between Rick and Mary James and Agent, dated May 15, 2014.

“**Utility**” means Xcel Energy Utility.

“**Renewable Energy Credit**” or “**REC**” means a contractual right to the full set of Environmental Attributes resulting from one megawatt-hour of electric energy generated from an Eligible Energy Resource, as further provided in regulations adopted pursuant to C.R.S. § 40-2-124, currently set forth at 4 CCR 733-3, Rule 3652(n), as may be amended from time to time or as further defined or supplemented by law.

EXHIBIT B

LOCATION OF PANELS

Facility: Boulder Cowdery Meadows Solar Array
1600 S. 66th Street
Boulder, Colorado 80303

Panel Manufacturer: Hanwha SolarOne

Panel Size: 235 Watts & 250 Watts

Facility Capacity: 495,455 Watts

Owner Panels: 470

Owner Portion: 115.340 kW (23.232720%)

Estimated Annual Output: 194,238 kWh

Serial Numbers and Locations:

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- Row: 1 Run: 1 Col: 38 - 2001827122 250
- Row: 1 Run: 1 Col: 39 - 2001828364 250
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**ORDINANCE NO. 1695
SERIES 2015**

AN ORDINANCE OF THE CITY OF LOUISVILLE, COLORADO
AUTHORIZING AND APPROVING A LEASE PURCHASE FINANCING
FOR SOLAR PANELS WITH ALPINE BANK AND, IN CONNECTION
THEREWITH, CERTAIN RELATED DOCUMENTS AND TRANSACTIONS.

W I T N E S S E T H :

WHEREAS, the City of Louisville, Colorado (“City”) is a home rule municipality and political subdivision of the State of Colorado (the “State”); and

WHEREAS, the City Council of the City (the “Council”) wishes to participate in the Boulder County CEC Solar Array with the acquisition of 606 solar panels therein (collectively, the “Project”); and

WHEREAS, to finance the Project, the Council now desires to cause Alpine Bank (the “Bank”) to purchase certain solar panels (the “Leased Property”) and further desires to lease the Leased Property from the Bank, subject to annual appropriation by the Council, with an option to purchase the Leased Property, pursuant to a Lease Purchase Agreement with the Bank (the “Lease”); and

WHEREAS, the Council is authorized to enter into the Lease to lease from the Bank, with an option to purchase the same, the Bank’s interest in the Leased Property as provided in such Lease, pursuant to Section 12-4 of the City Charter and state law, including C.R.S. § 31-15-801 et seq.; and

WHEREAS, the Lease shall expire on December 31 of any City fiscal year (a “Fiscal Year”) if the City has, on such date, failed, for any reason, to appropriate sufficient amounts authorized and directed to be used to pay all Base Rentals (as defined in the Lease) scheduled to be paid and all Additional Rentals (as defined in the Lease) estimated to be payable in the next ensuing Fiscal Year, and in certain other circumstances set forth in the Lease, and shall not constitute a mandatory charge or requirement against the City in any ensuing budget year unless the City decides to renew the Lease by appropriating the necessary such amounts; and

WHEREAS, in order to implement the transactions described above, the Council desires (a) to authorize and approve the execution and delivery by the City of, and the performance by the City of its obligations under, the Lease and certain other documents described herein; and (b) to authorize, approve, ratify, make findings and take other actions with respect to the foregoing and related matters.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF LOUISVILLE, COLORADO:

Section 1. The Council hereby: (a) approves the leasing of the Leased Property from the Bank pursuant to the Lease in exchange for the payment of monthly Base Rental payments and

Ordinance No. 1695, Series 2015

Page 1 of 4

the cost of Additional Rentals as provided in the Lease, (b) approves the Lease, which is presented to the Council in connection with the adoption of this Ordinance in substantially final form; (c) authorizes the Mayor of the City, the Mayor Pro Tem, the City Manager, the Deputy City Manager, and the Finance Director, and all other appropriate officers and employees of the City to execute and deliver the Lease in the form appended hereto with such changes and modifications as are deemed necessary by the City Attorney; and (d) authorizes and directs the performance by the City of its obligations under the Lease in the respective forms in which they are executed and delivered.

Section 2. The Council hereby adopts, as if set forth in full herein, all the representations, covenants, agreements, findings, determinations and statements of or by the City set forth in the Lease.

Section 3. The officers, employees and agents of the City are authorized and directed to take all action necessary or appropriate to carry out the provisions of this Ordinance and the documents referred to herein and to carry out the transactions described herein or in such documents, including, without limitation, the execution and delivery of such certificates as may reasonably be required by the Bank, relating to, among other matters, the absence of litigation, pending or threatened, and expectations and covenants relating to the exclusion from gross income for federal income tax purposes of the portion of Base Rentals which is designated in the Lease as interest, and any actions and the execution and delivery of any documents necessary or convenient to accomplish the conveyance of the Leased Property to, and acquisition of the Leased Property by, the Bank.

Section 4. All actions previously taken by the Council and the officers, employees and agents of the City which are directed toward the transactions described herein or in the documents referred to herein and which are not inconsistent herewith are hereby ratified, approved and confirmed.

Section 5. All bylaws, orders, resolutions, and other instruments, or parts thereof, that are in conflict with this Ordinance are hereby repealed, but only to the extent of such conflict. This repealer shall not be construed to revive any bylaw, order, resolution, or other instrument, or part thereof, heretofore repealed

Section 6. If any section, paragraph, clause or provision of this Ordinance or any of the documents referred to herein (other than provisions as to the payment of Base Rentals and Additional Rentals by the City during the Lease term, including the requirement that the obligations of the City to pay Base Rentals and Additional Rentals under the Lease are conditioned upon the prior appropriation by the City of amounts for such purposes in accordance with the requirements of the laws of the State, provisions for the quiet enjoyment of the Leased Property by the City during the term of the Lease and provisions for the transfer of the Leased Property to the City or its designee) 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.

Section 7. This Ordinance may be amended only with the prior written consent of the Bank.

Section 8. The City's obligations under the Lease shall be annually renewable by the City and expressly subject to annual appropriation by the Council, and such obligations under the Lease shall not constitute a general obligation of the City or indebtedness within the meaning of the Constitution and laws of the State of Colorado. The Lease does not create a multiple fiscal year direct or indirect debt or other financial obligation and does not require voter approval in advance under Section 4(b) of Article X, Section 20 of the Colorado Constitution.

Section 9. The Lease will not cause the City to exceed its spending limits under Section 7, Article X, Section 20 of the Colorado Constitution.

Section 10. It is hereby expressly declared that all provisions hereof and their application are intended to be and are severable. In order to implement such intent, if any provision hereof or the application thereof is determined by a court or administrative body to be invalid or unenforceable, in whole or in part, such determination shall not affect, impair or invalidate any other provision hereof or the application of the provision in question to any other situation; and if any provision hereof or the application thereof is determined by a court or administrative body to be valid or enforceable only if its application is limited, its application shall be limited as required to most fully implement its purpose.

Section 11. This Ordinance shall be in full force and effect thirty (30) days after final publication, following final passage. This Ordinance shall be recorded in a book kept for that purpose, shall be authenticated by the signatures of the Mayor and the City Clerk, and shall be published in accordance with law.

Introduced, read by title, and passed this ____ day of May 2015 by City Council, City of Louisville, Colorado, signed by the Mayor, and ordered published in full in the Boulder Daily Camera, a newspaper of general circulation in the City of Louisville, Colorado, in accordance with the City Charter.

Robert P. Muckle, Mayor

ATTEST:

Nancy Varra, City Clerk

APPROVED AS TO FORM:

Light Kelly, P.C.
City Attorney

Introduced, read by title, and passed on second and final reading on the _____ day of June, 2015, signed by the Mayor and ordered published by title in the Boulder Daily Camera, a newspaper of general circulation in the City of Louisville, Colorado, in accordance with the City Charter.

Robert P. Muckle, Mayor

ATTEST:

Nancy Varra, City Clerk



City Council
Meeting Packet
June 2, 2015

Addendum #1
Items presented at the meeting.

Main Street Realignment

Newbold Presentation 5-26-2015

- Why has the Ultimate Goal been so significantly changed?
 - Alleged desire of the community
- It has been represented by Mr. Russ that the input by the Louisville citizens was for realignment of Main Street. This could not be further from the truth. During the Public Workshops, the citizens indicated that they would like to see more open space and trail connections. We would all love to have more open space and trails. The concept of realignment of Main Street, however, was not something that was independently conceived by the participants of the Workshops but was instead suggested by the Planning Commission staff to the Workshop participants as a way to justify the land acquisition for open space and trails. Unfortunately, this option is not realistic unless the City has unlimited funds to pay for this type of improvement. More importantly, Mr. Russ has indicated that the intent of the Planning Commission would be to allow a Strip Mall to be constructed parallel to South Boulder Road, effectively eliminating the ability to provide any meaningful open space.
 - Alleged need to eliminate traffic signal
- It has been represented by Mr. Russ that the traffic signal at Main Street and South Boulder Road creates an undesirable traffic condition due to the limited distance between it and the Centennial intersection. The distance between these two intersections is approximately 350 feet. It is ironic, however, that the Planning Commission is considering the addition of a traffic signal at the proposed intersection of South Boulder Road and Kaylix Avenue (part of the Boulder County development), approximately 380 feet from Highway 42. Would not the same argument apply to both (or neither) equally?

- Alleged improvement in traffic flow

- It has been suggested by Mr. Russ that realignment of Main Street would significantly improve the traffic flow between Centennial Drive and Main Street. The real question, however, is not whether this realignment would improve traffic flow between the two streets but whether there needs to be an improvement of traffic flow between the two streets. An informal count of vehicles either turning left from Main Street and right on Centennial Drive or left from Centennial Drive and right on Main Street showed the volume of vehicles to be a very low. Most vehicles, whether turning left or right from Main or Centennial, are staying on South Boulder Road. This would indicate a very low need for this “improvement”. Whether Main Street maintains its current configuration or is realigned, there will be an “S” turn with the only difference being the orientation of the long axis of the “S”. (Please See Figure 1)

- Alleged connection to existing paths

- It has been suggested by Mr. Russ that realignment of Main Street is important based on connectivity of existing pedestrian/bicycle paths in the City. This assessment appears to have no basis in fact. The closest connecting paths are in the area of Steel Ranch/Boulder County Housing Development, Louisville Middle School and the Goodhue Ditch/greenbelt between Griffin and Lafayette Streets. In both cases, it would appear to be preferable to have the underpass located near the existing intersection of Main Street and South Boulder Road. (Please see Figure 2) It is inconceivable how an underpass can be incorporated into the Centennial Drive/South Boulder Road without significantly affecting the Bank of the West building and the proposed “Strip Mall” on the Newbold property. (Please see Figure 3)

What are the consequences of Realignment of Main Street?

- “Taking” of all or part of five separate properties
1. Acquisition of the Malerba property: Will have to be done via condemnation, will require demolition of relatively new structure, will require removal of significant mature landscaping, purchase price will be high.
 2. Acquisition of portion of Tesone property: Significant intrusion into front lawn of property (greater than 40 feet), loss of mature landscaping not only on Tesone property but Malerba property creating “island” of historic home.
 3. Acquisition of all or part of Dunbar property: Realignment of Main Street would require acquisition of all or part of Dunbar property or significant misalignment (greater than 20 feet) of the Main/Centennial intersection, intersections with this high degree of misalignment are considered dangerous and expose the City to significant accident liability.
 4. Acquisition of all or part of Bank of the West property: It is inconceivable how an underpass can be built at the east side of the proposed Main Street Realignment without adversely affecting the Bank property, most likely scenario would require purchase and demolition of relatively new structure, purchase price will be high.
 5. Acquisition of all of Newbold property: Property owner is not interested in selling easement-only for roadway nor development of “Strip Mall” to recoup losses from property, purchase price will be high and appraisal will be based on Commercial Community Zoning (per Aug. 2005 City Council Approval).

- Does not provide for “Gateway” to Old Town Louisville
- Nowhere does the plan presented by Mr. Russ contain any “Gateway” feature for Old Town. In previous discussions, this was considered a significant need and justification for changes to the area. If the intent was to alert commuters on eastbound South Boulder Road to the approaching turn to Main Street/Old Town, the sign would need to be in the center of the Dunbar property. This would require taking of all of the Dunbar property.
- Places a “Strip Mall” at the entry to Old Town Louisville
- It is difficult to believe that this would be a preferred option for the redevelopment of the Newbold property. A property of this size, particularly at a major Louisville intersection, is very rare and valuable for not only a “Gateway” to the City but also as a generator for significant City tax revenue. In addition, it is unclear what would allow this “Strip Mall” to be successful based on the performance of the building at Cannon and South Boulder Road (the old 7-11 building). (Please see Figure 3)
- Does not provide for a meaningful addition to the City Open Space
- Bisecting the Newbold property with the Main Street Realignment produces two non-continuous parcels which have very little value in terms of meaningful Open Space. The southwest portion of the bisected property is so thin that it really has no practical use. The northwest parcel, if not occupied by a “Strip Mall”, could potentially be used as an area for trailhead/trail connection. This would require that the total expense of the five acquired properties would have to be paid for completely out of the City’s Open Space funds, a pricy endeavor to say the least.

- Are There Reasonable Alternatives to the Realignment?

- (Please see Figure 4)

- If the ultimate goal is to have a pedestrian/bicycle underpass across South Boulder Road, the road geometry, elevations, cost and efficiency would all favor a location along the east side of the existing Main Street alignment.
 - If the ultimate goal is to have a pedestrian/bicycle underpass across South Boulder Road and the only reasonable option was to place the underpass near Centennial Drive, this could be accomplished without the “taking” of the Malerba and Tesone properties and bisection of the Newbold property. This option may provide for a better connection with existing trail systems. Further, it may only require purchase of the Janice Tesone property (presently For Sale) and easement across the Newbold property. Purchase of the Janice Tesone property may also provide for the added benefit of a trailhead with vehicle parking.
 - Development of a “Gateway” to Old Town could be easily accomplished with the present roadway configuration but will be very difficult with the realignment configuration. In addition, the landscaping/signage/monuments associated with a new “Gateway” may be to the benefit of both the City and the potential commercial property built on the existing Newbold property.
 - Redesign of the existing Main Street/South Boulder Road intersection could potentially contain a dedicated-continuous right turn lane from eastbound South Boulder Road to southbound Main Street.
 - Leaving the various properties alone and only acting when a legitimate need arises is a perfectly legitimate option that has worked well for at least the last 50 years.

- Conclusion: Does this make sense?
- There is no significant traffic flow advantage of connecting Centennial Drive with Realignment of Main Street. The vast majority of commuters are trying to get onto South Boulder Road from both Centennial Drive and the existing Main Street, not connect between the two.
- “S” turn connection between Main Street and Centennial Drive is present in both configurations with no apparent benefit for one over the other.
- Does the City want to establish a new policy of “Taking of Property” for projects such as this? Discussions with affected property owners indicate that acquisition of the properties will, at best, be a forced “taking” and require legal action on the part of the City that may or may not be successful. In addition, there will be a very public vetting of this proposal through the media and community.
- Placement of a “Strip Mall” along South Boulder Road does not address the concerns presented at the Public Workshops and, quite frankly, would be butt ugly.
- Placement of the underpass along the western border of the Newbold property is fraught with difficulties including procurement of additional properties and expenses.
- Placement of the underpass along the eastern border of existing Main Street does not require significant land acquisition, provides a more efficient trail connection and has significant advantages with respect to road geometry/elevations.
- A more efficient use of the existing land would save significant expense to the City, provide for a “Gateway” to Old Town, provide better income from property taxes and spare the City the negative publicity generated by this apparent LAND GRAB.

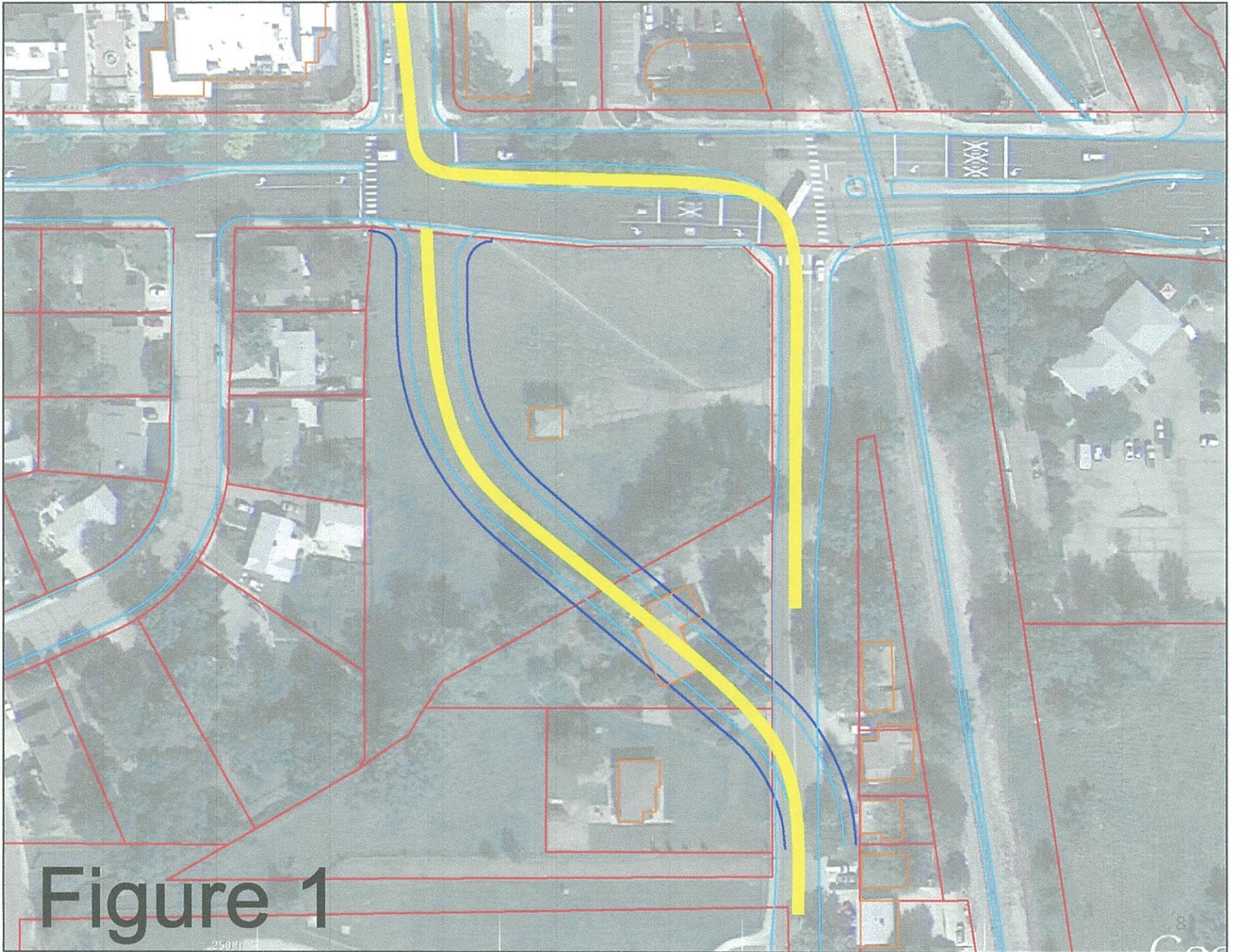


Figure 1

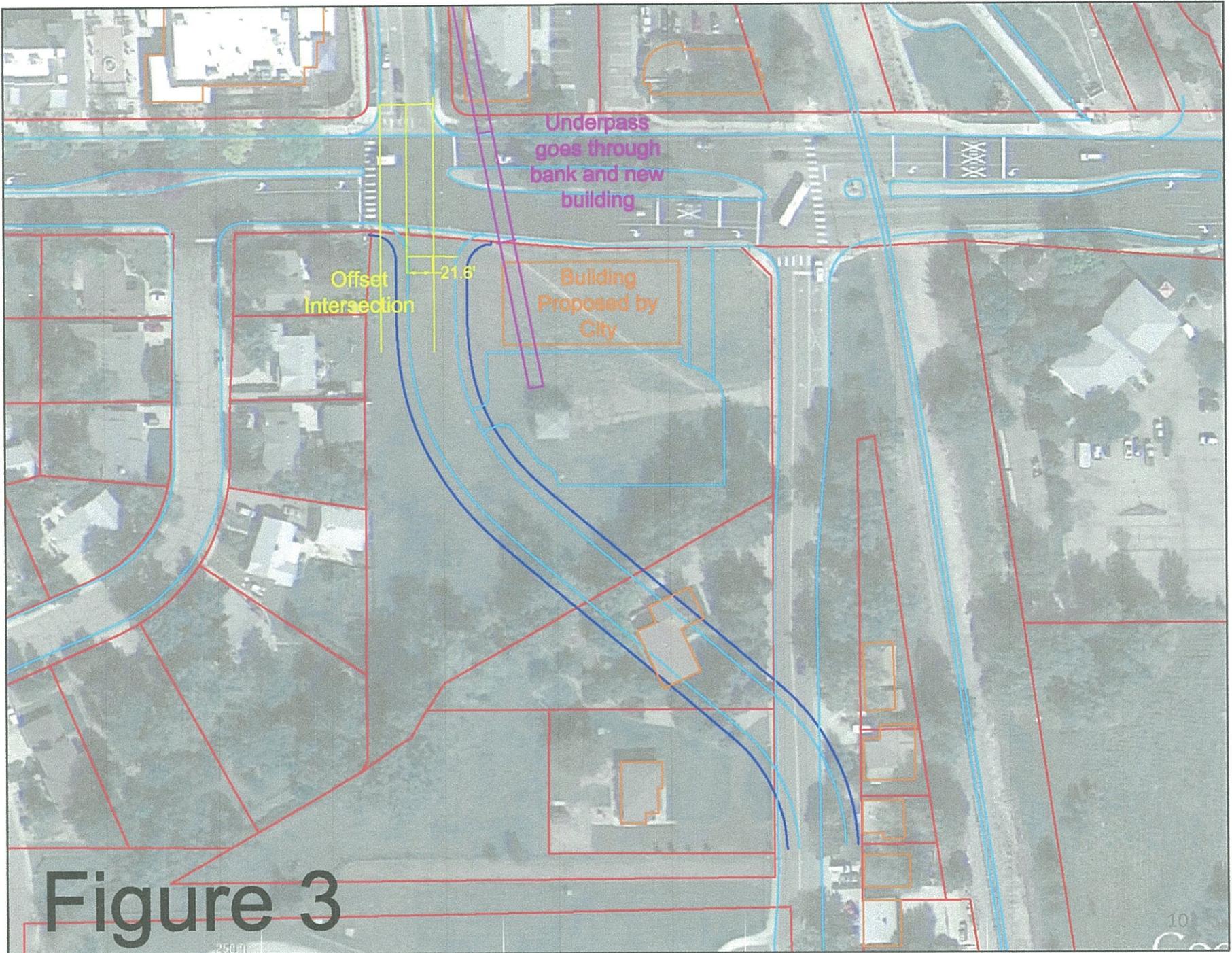


Figure 3



Historic House

- Moved historic house from 1655 Main Street to Front Street
- Extensive preservation work was done to maintain the charm of this historic home
- Moved home and completed preservation work at significant personal expense
- No contribution was requested from the Historic Preservation Fund
- As long-time residents of Louisville, we care about the city and its character and hope to preserve the corner at 1655 Main Street for a project appropriate as the Gateway to Old Town

City Council – Public Hearing – June 2, 2015

Live-work – Definition and Allowance

ORDINANCE NO. 1691, SERIES 2015 – AN ORDINANCE AMENDING TITLE 17 OF THE LOUISVILLE MUNICIPAL CODE TO DEFINE LIVE-WORK USES AND ALLOW THEIR DEVELOPMENT IN THE MIXED USE ZONE DISTRICTS AND DOWNTOWN LOUISVILLE

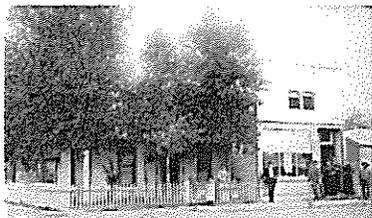
Prepared by:

Planning and Building Safety Department

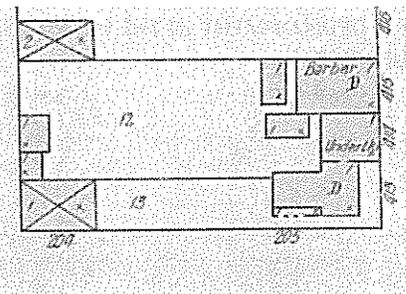
LIVE-WORK - Definition and allowance
Proposed Definition

Live-work means a single lot with one or more structures that combine a commercial activity allowed by-right in the underlying zone district with a single residential living unit.

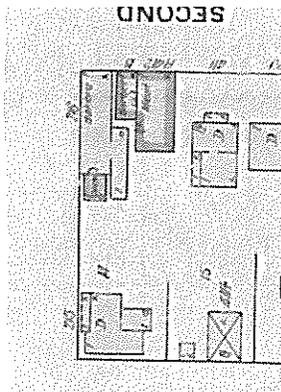
LIVE-WORK - Definition and allowance
Background – Historic Sanborn Maps



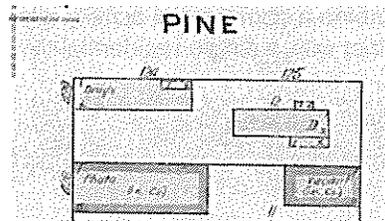
801 Main Street – Post Office and Residence
(moved to 721 Grant Avenue)



LIVE-WORK - Definition and allowance
Background – Historic Sanborn Maps



City Hall
Parcel

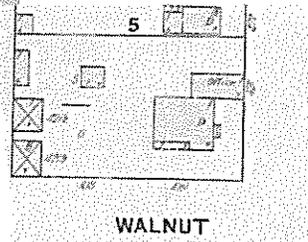


Blue Parrot
Parcel

LIVE-WORK - Definition and allowance
Background – Historic Sanborn Maps



901 Main Street



ALL RESIDENTIAL ZONE DISTRICTS

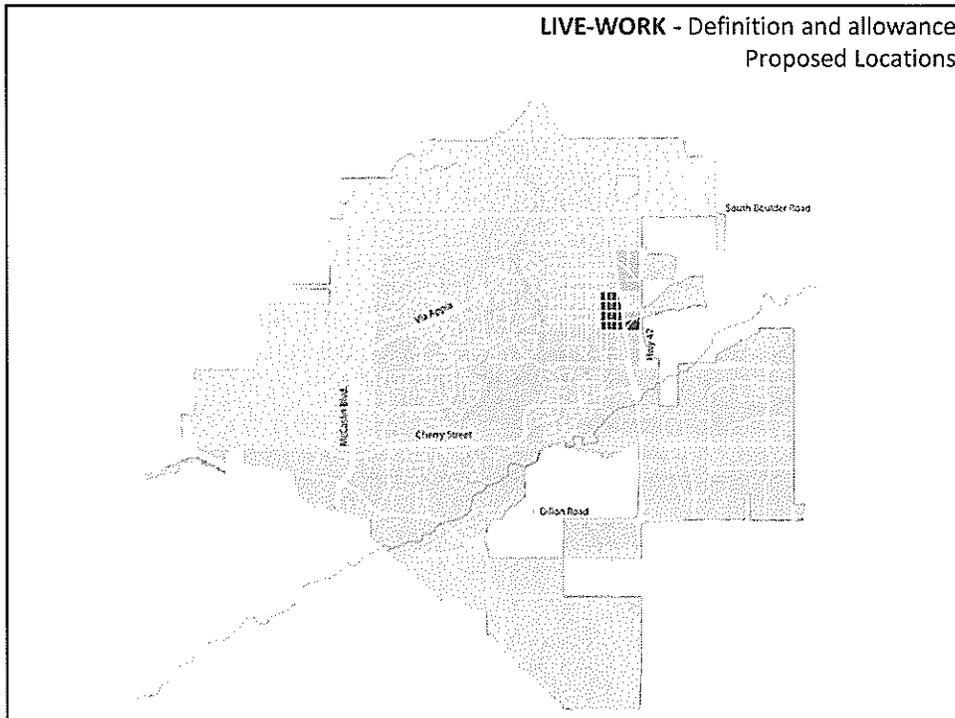
- 1) Home Occupation allowed

DOWNTOWN (Community Commercial Zone District)

- 1) *Commercial Component allowed by-right*
- 2) *Residential Component, Multi-family, allowed by Special Review.*
- 3) *Single Family dwelling not allowed*

MIXED USE ZONE DISTRICT

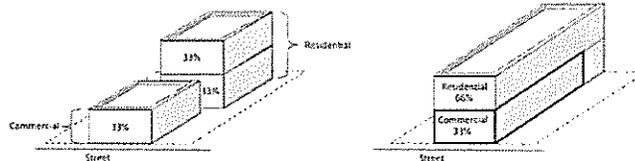
- 1) *Commercial allowed by-right*
- 2) *Residential, Multi-family, allowed by-right in MU-R, not allowed in CC.*
- 3) *Single Family dwelling not allowed in either.*



LIVE-WORK - Definition and allowance Proposed Performance Standards

The residential portion of the live-work use shall not exceed sixty six percent (66%) of the total floor area of the development.

- 1) The commercial and residential portions of the live-work use shall remain under single ownership and shall not be subdivided, used or condominiums or otherwise divided in ownership..
- 2) The residential portion of the live-work use shall not exceed 66 percent of the total floor area of the development.
- 3) The residential portion of the live-work use shall not be located in the lower level of the building facing the front lot line of the parcel.



LIVE-WORK - Definition and allowance
The residential portion of the live-work use shall not exceed sixty six percent (66%) of the total floor area of the development.
Proposed Performance Standards

- 4) Parking requirements for a live work use shall be as follows:
- a. The commercial portion of the development shall provide a parking space for every 500sf of the floor area rounded to nearest 500 sf.
 - b. The residential portion of the development shall adhere to the following:
 - 1-bdrm unit min: 1 space per unit; max: 2 spaces per unit
 - 2-or-more-bedroom unit: 2 spaces per unit; 2 spaces per unit
 - c. A parking requirement waiver may be requested when a demonstrated shared parking analysis for the parcel is provided.
 - d. The parking requirements of this subsection 17.16.320.A.4.d are waived for properties incorporating live-work that are designated as a Louisville landmark pursuant to chapter 15.36 of this code.
- 5) All live-work development within the area designated as Downtown Louisville shall also comply with this title and all requirements of the Design Handbook for Downtown Louisville.
- 6) All live-work development in the Mixed Use zone district shall comply with the development and design standards stated in this title and the Louisville Mixed Use Development Design Standards and Guidelines (MUDDSG).

PLANNING COMMISSION

Discussion:

- water tap fees and metering,
- historic preservation incentives, and
- scale of development

Recommendation

Planning Commission voted 6-0 to recommend City Council approve the initial zoning

RECOMMENDATION

Staff recommends City Council approve the following:

Ordinance 1691, Series 2015, an ordinance amending title 17 of the Louisville municipal code to define live-work uses and allow their development in the Mixed Use Zone Districts and Downtown Louisville.

Carol Hanson

From: Mary Nickerson <malitay@q.com>
Sent: Sunday, May 31, 2015 5:02 PM
To: City Council
Subject: Thank you for listening to the community

Thank you for listening to our citizens' viewpoints about high density housing. We love Louisville the way it is and do not want the proposed high density housing. I've lived in the same house in Louisville for 36+ years. Thank you so much for hearing what we're saying!

Mary T. Nickerson

303-665-5877

2367 Senator Court

Louisville, CO 80027

Carol Hanson

From: cindy Bedell <cyndilarson@yahoo.com>
Sent: Monday, June 01, 2015 12:17 PM
To: City Council
Subject: Public Comment for June 2nd city council meeting

Dear City Council Members,

I would like to comment on the June 2nd Agenda item regarding the review of the South Boulder Road small area plan alternatives.

The majority of Louisville residents do not want more high density housing in addition to what has recently been constructed and what is already approved and/or in the pipeline. Please do not approve any plan alternatives for this area that includes more high density housing.

In addition, the majority of Louisville residents do not want to be "urbanized". Please do not add 3 or 4 story flat roofed commercial or "mixed use" brick buildings built to the sidewalk with little or no landscaping setback. These detract from the small town charm & character of Louisville that so many value.

Finally, when considering any of the alternatives, I urge you to take into consideration the traffic impact of new development. Traffic might be good for selling things; but it decreases quality of life due to pollution, noise, and increasing the amount of time residents must spend sitting at traffic lights trying to go about their life. When visioning Louisville's future, please take into consideration that quality of life is the most important consideration for Louisville residents. We have had many amenities and a wonderful quality of life without the additional development that is being considered now.

Growth does not pay it's own way. The citizens end up paying for the new infrastructure required by increased traffic to new commercial and residential units. Citizens also end up paying for the new development with drastically reduced quality of life.

Thank you for your time and consideration.

Cindy Bedell
662 W Willow Street
Louisville, CO

Carol Hanson

From: b.miesen <b.miesen@yahoo.com>
Sent: Monday, June 01, 2015 10:02 PM
To: City Council
Subject: Thank you for listening to the community!

Please reconsider rezoning for more residential building. We do not have the infrastructure to support this growth. Roads are already becoming more congested. It now takes twice as long to get somewhere than it did 5 yrs ago. Plus schools are at capacity. Not to mention the small town feeling Louisville once had is being lost with each new computer construction area.

Also I do not like rental apartments renters are not invested in the community like home owners are.

Sent via the Samsung Galaxy S® 6, an AT&T 4G LTE smartphone