City Council

Agenda

Tuesday, July 14, 2015
City Hall, Council Chambers
749 Main Street
7:00 PM

Note: The time frames assigned to 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. Approval of Minutes: June 2, 2015; June 9, 2015
C. Approve Resolution No. 39, Series 2015 – A Resolution Approving a First Amendment to the Amended and Restated Business Assistance Agreement with Cable Television Laboratories, Inc. for the Construction of a New Building or Modification of their Existing Location in the City of Louisville
D. Approve Resolution No. 40, Series 2015 – A Resolution Approving Permanent and Temporary Construction Easements between the City of Louisville and Robert Patrick Mayhoffer and Leannah Mayhoffer Baron for the City-Wide Storm Sewer Outfall Improvements Project (Lafayette-Louisville Boundary Area Drainage Improvements Project)

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.

E. Approve Resolution No. 41, Series 2015 – A Resolution Approving Permanent and Temporary Construction Easements between the City of Louisville and Virginia Chavez and Eva Arroyas for the City-Wide Storm sewer Outfall Improvements Project (Lafayette-Louisville Boundary Area Drainage Improvements Project)

F. Approve Resolution No. 42, Series 2015 – A Resolution Approving a Community Development Block Grant Disaster Recovery (CDBG-DR) Infrastructure Grant Agreement with the State of Colorado for the County Road Bridge Flood Reconstruction Project

G. Approve Resolution No. 43, Series 2015 – A Resolution Approving an Amended Agreement with the Urban Drainage and Flood Control District for the Drainageway A-2 Improvements Project

H. Approve Agreement with Resource Based International for 2015 Raw Water Management Plan Update

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. RELAYFOR LIFE PROCLAMATION

- Presentation

7:15 – 7:30 pm

B. RESOLUTION NO. 44, SERIES 2015 – A RESOLUTION APPROVING A SPECIAL REVIEW USE (SRU) TO OPERATE A PRESCHOOL/DAYCARE AT 1970 CENTENNIAL DRIVE

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

7:30 – 8:15 pm

C. DELO PLAZA – *Continued from 06/02/2015*

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 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 REFERRED TO AS DELO PLAZA. THE REDEVELOPMENT INCLUDES 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

8:15 – 9:00 pm

D. RESOLUTION NO. 45, SERIES 2015 – A RESOLUTION APPROVING A PRELIMINARY SUBDIVISION PLAT AND PRELIMINARY PLANNED UNIT DEVELOPMENT (PUD) FOR 245 NORTH 96TH STREET TO ALLOW THE DEVELOPMENT OF 231 RESIDENTIAL UNITS AND 18,406 SF OF COMMERCIAL DEVELOPMENT

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

9:00 – 9:15 pm

E. 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 – 2nd Reading – Advertised Daily Camera 06/07/2015

- 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

9:15 – 9:45 pm

F. DISCUSSION/DIRECTION/ACTION – DOWNTOWN PARKING IMPROVEMENTS

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

9:45 – 10:00 pm

G. DISCUSSION/DIRECTION – SPECIAL EVENT PERMITTING

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

10:00 – 10:45 pm

H. SALE OF 637 FRONT STREET

1. RESOLUTION NO. 48, SERIES 2015 – A RESOLUTION APPROVING A PURCHASE AND SALE AGREEMENT FOR THE CITY'S DISPOSITION OF PROPERTY LEGALLY DESCRIBED AS LOTS 1 AND 2, BLOCK 4, TOWN OF LOUISVILLE, BOULDER COUNTY, COLORADO, AND AUTHORIZING CERTAIN ACTIONS IN CONNECTION THEREWITH

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

2. ORDINANCE NO. 1698, SERIES 2015 – AN ORDINANCE AUTHORIZING THE SALE AND CONVEYANCE OF PROPERTY OWNED BY THE CITY AND DESCRIBED AS LOTS 1 AND 2, BLOCK 4, TOWN OF LOUISVILLE AND APPROVING A PARKING LEASE AGREEMENT AND REVOCABLE LICENSE AGREEMENT IN CONNECTION WITH SUCH SALE – 1st Reading – Set Public Hearing 07/28/2015

- City Attorney Introduction
- Action

10:45 – 10:50 pm **I. ORDINANCE NO. 1694, SERIES 2015 – AN ORDINANCE AMENDING ORDNANCES NOS. 1165 AND 1166, SERIES 1994 CONCERNING THE GATEWAY ANNEXATION AND APPROVING AN AMENDMENT TO AN ADDENDUM TO ANNEXATION AGREEMENT – 1st Reading – Set Public Hearing 07/28/2015**

- City Attorney Introduction
- Action

10:50 – 10:55 pm **J. MCCASLIN MARKETPLACE – 994 WEST DILLON ROAD**

1. **ORDINANCE NO. 1696, SERIES 2015 – AN ORDINANCE APPROVING AN AMENDMENT TO THE CENTENNIAL VALLEY GENERAL DEVELOPMENT PLAN TO INCREASE THE RETAIL SQUARE FOOTAGE ALLOWED UNDER THE PLAN BY 7259 SQUARE FEET AND AMEND CERTAIN USE RESTRICTIONS AFFECTING A PORTION OF PARCEL H – 1st reading – Set Public Hearing 07/28/2015**
   - City Attorney Introduction
   - Action

2. **RESOLUTION NO. 46, SERIES 2015 – A RESOLUTION APPROVING THE 9TH AMENDMENT TO THE AMENDED AND RESTATED DEVELOPMENT AGREEMENT FOR CENTENNIAL VALLEY**
   - Staff Presentation
   - Public Comments (Please limit to three minutes each)
   - Council Questions & Comments
   - Action

3. **RESOLUTION NO. 47, SERIES 47 – A RESOLUTION APPROVING A FINAL PLANNED UNIT DEVELOPMENT AND GENERAL DEVELOPMENT PLAN AMENDMENT FOR A NEW 12,772 SQUARE FOOT, SINGLE STORY BUILDING WITH RETAIL AND RESTAURANT SPACE AT 994 W. DILLON ROAD**
   - Staff Presentation
   - Public Comments (Please limit to three minutes each)
   - Council Questions & Comments
   - Action

10:55 – 11:00 pm **K. ORDINANCE NO. 1697, SERIES 2015 – AN ORDINANCE AMENDING SECTIONS 13.08.030, 13.12.020 AND 13.12.040 OF THE LOUISVILLE MUNICIPAL CODE TO ADDRESS WATER SERVICE CONNECTIONS AND WATER TAP FEES FOR LIVE-WORK USES – 1st Reading – Set Public Hearing 07/28/2015**

- City Attorney Introduction
- Action

11:00 – 11:05 pm **L. ORDINANCE NO. 1699, SERIES 2015 – AN ORDINANCE APPROVING THE VACATION OF A .002 ACRE PORTION OF THE 50-FOOT WIDE UNIMPROVED SHORT STREET RIGHT-OF-WAY DEDICATED TO THE CITY BY THE PLAT OF INDUSTRIAL AREA SUBDIVISION IN THE CITY OF LOUISVILLE – 1st Reading – Set Public Hearing 07/28/2015**

- City Attorney Introduction
- Action

11:05 – 11:10 pm **M. ORDINANCE NO 1700, SERIES 2015 – AN ORDINANCE AMENDING CHAPTER 13.32 OF THE LOUISVILLE MUNICIPAL CODE REGARDING SEWER USE REGULATIONS – 1st Reading – Set Public Hearing 07/28/2015**

- 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: 90613 Period: 06/04/15

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	
13656-1	AARON DEJONG					
	060115	TRAVEL RECON 5/17-5/19/15	06/01/15	07/01/15	241.60	241.60
9750-1	LEGALSHIELD					
	052515	#22554 MAY 15 EMPLOYEE PREMIUM	05/25/15	06/24/15	332.95	332.95
22	NANCY CHAPMAN					
	043015	GOLF SHOP DISPLAY FIXTURES	04/30/15	05/30/15	425.00	425.00
10	INTERSTATE LOCK & KEY AUTOMOTIVE SPECIALISTS					
	2922	KEYS UNIT 5373	06/02/15	07/02/15	90.00	90.00
13274-1	ROBERT P MUCKLE					
	060115	TRAVEL RECON 5/17-5/19/15	06/01/15	07/01/15	177.50	177.50
	BANK TOTAL PAYMENTS				1,267.05	1,267.05
	GRAND TOTAL PAYMENTS				1,267.05	1,267.05

City of Louisville
Cash Disbursement Edit List

Batch: 90679 Period: 06/11/15

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	
10365-1	AIR CARE COLORADO					
	060415	EMISSION TESTS	06/04/15	07/04/15	250.00	
	060415	EMISSION TESTS	06/04/15	07/04/15	75.00	
	060415	EMISSION TESTS	06/04/15	07/04/15	25.00	350.00
6272-1	BOULDER COUNTY CLERK & RECORDER					
	060415	EMISSION TESTS	06/04/15	07/04/15	75.00	
	060415	EMISSION TESTS	06/04/15	07/04/15	50.00	
	060415	EMISSION TESTS	06/04/15	07/04/15	25.00	150.00
14096-1	BUTLER SNOW					
	10073538	CWRPDA LOAN BOND COUNCIL FEES	06/01/15	07/01/15	8,152.20	8,152.20
13640-1	CHILD SUPPORT ENFORCE OFFICE					
	060515	EMPLOYEE GARNISHMENT PP#12	06/05/15	07/05/15	255.23	255.23
13132-1	COLORADO DEPT OF HUMAN SERVICES					
	060515	BACKGROUND CHECKS STATE LIC	06/05/15	07/05/15	45.00	45.00
5255-1	FAMILY SUPPORT REGISTRY					
	060515	EMPLOYEE GARNISHMENT PP#12	06/05/15	07/05/15	211.50	211.50
14074-1	FIRST SOUTHWEST					
	10553	CWRPDA LOAN FIN ADVISOR FEES	05/28/15	06/27/15	24,500.00	24,500.00
10852-1	JOHN KEANY					
	061015	TRAVEL ADVANCE 6/17-6/18/15	06/10/15	07/10/15	99.00	99.00
14002-1	KANSAS PAYMENT CENTER					
	060515	EMPLOYEE GARNISHMENT PP#12	06/05/15	07/05/15	270.46	270.46
12489-1	KEVIN WATSON					
	060515	TRAVEL RECON 5/31-6/3/15	06/05/15	07/05/15	1,794.58	1,794.58
8	CHRIS LEH					
	061015	TRAVEL ADVANCE 6/16-6/19/15	06/10/15	07/10/15	160.00	160.00
12954-1	PEDIATRIC NURSE CONSULTING SERVICES LTD					
	060515	CONSULTING/UNIV PRECAUTIONS	06/05/15	07/05/15	180.00	180.00
14062-1	ROCKY MOUNTAIN WATERJET					
	15147	GOLF COURSE TEE SIGNS	05/29/15	06/28/15	8,815.50	8,815.50
219-1	S & S SERVICES INC					
	060415	DIESEL EMISSION TESTS	06/04/15	07/04/15	340.00	
	060415	DIESEL EMISSION TESTS	06/04/15	07/04/15	85.00	
	060415	DIESEL EMISSION TESTS	06/04/15	07/04/15	85.00	510.00
14004-1	STEPHANIE REED					
	060515	EXPENSE REPORT 2/2-5/14/15	06/05/15	07/05/15	51.38	51.38
55	BOULDER COUNTY HOUSING AUTHORI					
	U!00000977	16535/462958900: UTILITY REFUN	06/10/15	06/10/15	26.40	
	U!00000977	16535/462958900: UTILITY REFUN	06/10/15	06/10/15	87.80	

Batch: 90679 Period: 06/11/15

Vendor/ Remit#	Invoice Number	Description	Invoice Date	Due Date	Invoice Amount	Check Amount
	U!00000977	16535/462958900: UTILITY REFUN	06/10/15	06/10/15	8.77	
	U!00000977	16535/462958900: UTILITY REFUN	06/10/15	06/10/15	4.38	127.35
11094-1	WESTERN DISPOSAL SERVICES					
	060115CITY	MAY 15 CITY TRASH SERVICE	06/01/15	07/01/15	2,111.75	
	060115CITY	MAY 15 CITY TRASH SERVICE	06/01/15	07/01/15	312.00	
	060115CITY	MAY 15 CITY TRASH SERVICE	06/01/15	07/01/15	155.00	
	060115CITY	MAY 15 CITY TRASH SERVICE	06/01/15	07/01/15	283.00	
	060115CITY	MAY 15 CITY TRASH SERVICE	06/01/15	07/01/15	101.00	2,962.75
11324-1	XCEL ENERGY					
	458584621	MAY 15 SPRINKLERS	06/01/15	07/01/15	99.66	99.66
11081-1	XEROX FINANCIAL SERVICES LLC					
	326327	JUN 15 COPIER LEASE	06/04/15	07/04/15	990.00	990.00
					---	---
	BANK TOTAL PAYMENTS				49,724.61	49,724.61
					---	---
	GRAND TOTAL PAYMENTS				49,724.61	49,724.61

City of Louisville
Cash Disbursement Edit List

Batch: 90761 Period: 06/23/15

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	
22	MICHAEL A LANCASTER					
	062215	GC GRAND OPENING BAGPIPE MUSIC	06/22/15	07/22/15	200.00	200.00
9150-1	PETTY CASH - DAVID BARIL					
	062215	CCGC CASH DRAWERS	06/22/15	07/22/15	1,300.00	1,300.00
6210-1	W BRUCE JOSS					
	052515	MAY 15 MUNICIPAL JUDGE SALARY	05/25/15	06/24/15	2,000.00	2,000.00
3875-1	XCEL ENERGY					
	459489438	MAY 15 GROUP ENERGY	06/08/15	07/08/15	25,838.85	
	459489438	MAY 15 GROUP ENERGY	06/08/15	07/08/15	1,424.94	
	459489438	MAY 15 GROUP ENERGY	06/08/15	07/08/15	9,104.70	
	459489438	MAY 15 GROUP ENERGY	06/08/15	07/08/15	18,432.73	
	459489438	MAY 15 GROUP ENERGY	06/08/15	07/08/15	3,623.02	58,424.24
11371-1	XCEL ENERGY					
	458582541	MAY 15 FLASHERS	06/01/15	07/01/15	5.84	
	458583606	MAY 15 TRAFFIC LIGHTS	06/01/15	07/01/15	1,279.08	
	458585383	MAY 15 STREET LIGHTS	06/23/15	07/23/15	33,580.49	34,865.41
					---	---
	BANK TOTAL PAYMENTS				96,789.65	96,789.65
					---	---
	GRAND TOTAL PAYMENTS				96,789.65	96,789.65

City of Louisville
Cash Disbursement Edit List

Batch: 90788 Period: 06/25/15

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	
13857-1	ADVANTAGE UPHOLSTERY INC					
	707549	REUPHOLSTER CHAIRS LIB	06/02/15	07/02/15	832.00	832.00
14058-1	BRETT TUBBS					
	062215	EXPENSE REPORT 5/1-6/8/15	06/22/15	07/22/15	416.59	416.59
13640-1	CHILD SUPPORT ENFORCE OFFICE					
	061915	EMPLOYEE GARNISHMENT PP#13	06/19/15	07/19/15	255.23	255.23
1115-1	COLONIAL INSURANCE					
	0601192	#9711888 JUN 15 EMPLOYEE PREM	06/03/15	07/03/15	18.00	18.00
11298-1	DELTA DENTAL OF COLORADO					
	DELTA0715	#007562-0000 JUL 15 EMPL PREM	06/24/15	07/24/15	11,874.32	11,874.32
13950-1	DIAZ CONSTRUCTION GROUP					
	PP2052915	SANITARY SEWER REPLACEMENT	06/01/15	07/01/15	39,360.40	39,360.40
5255-1	FAMILY SUPPORT REGISTRY					
	061915	EMPLOYEE GARNISHMENT PP#13	06/19/15	07/19/15	211.50	211.50
13776-1	GRAHAM CLARK					
	061615	TRAVEL RECON 5/31-6/3/15	06/16/15	07/16/15	808.72	808.72
10852-1	JOHN KEANY					
	062315	TRAVEL RECON 6/17-6/18/15	06/23/15	07/23/15	205.34	205.34
6455-1	KAISER PERMANENTE					
	0017439092	05920-01-16 JUL 15 EMPL PREM	06/08/15	07/08/15	127,523.35	127,523.35
14002-1	KANSAS PAYMENT CENTER					
	061915	EMPLOYEE GARNISHMENT PP#13	06/19/15	07/19/15	270.46	270.46
13972-1	KRW ASSOCIATES LLC					
	COL101-2015	SERGEANT ASSESSMENT CENTER	04/20/15	05/20/15	8,900.00	8,900.00
7735-1	LINCOLN FINANCIAL GROUP					
	LIFE0715	000010008469 JUL 15 LIFE/AD&D	07/01/15	07/31/15	5,591.85	
	LTD0715	000010008470 JUL 15 LTD PREM	07/01/15	07/31/15	2,915.98	8,507.83
10297-1	MGPEC					
	010115	2015 MGPEC MEMBERSHIP	01/01/15	01/31/15	50.00	50.00
14090-1	OCX NETWORK CONSULTANTS					
	7091	CITY WIDE TELEPHONE SYSTEM DEP	06/11/15	07/11/15	51,287.35	
	7091	CITY WIDE TELEPHONE SYSTEM DEP	06/11/15	07/11/15	2,604.00	53,891.35
13417-1	PEGGY JONES					
	061915	EXPENSE REPORT 6/19/15	06/19/15	07/19/15	64.40	64.40
13837-1	RAFTELIS FINANCIAL CONSULTANTS INC					
	LOCO1411-04	FINANCIAL PLAN UPDATE	03/11/15	04/10/15	1,125.00	1,125.00
13490-1	SIMPLEX GRINNELL					
	81211877	MUSEUM FIRE ALARM SERVICE	04/13/15	05/13/15	539.03	539.03
13538-1	SQUARE STATE SKATE					

Batch: 90788 Period: 06/25/15

Vendor/ Remit#	Invoice Number	Description	Invoice Date	Due Date	Invoice Amount	Check Amount
	1525200-1	CONTRACTOR FEES BEG SKATEBOARD	06/12/15	07/12/15	630.00	
	1525202-1	CONTRACTOR FEE SKATEBOARD CAMP	06/01/15	07/01/15	147.00	
	1525203-1	CONTRACTOR FEE SKATEBOARD CAMP	06/02/15	07/02/15	147.00	
	1525204-1	CONTRACTOR FEE SKATEBOARD CAMP	06/03/15	07/03/15	98.00	
	1525205-1	CONTRACTOR FEE SKATEBOARD CAMP	06/04/15	07/04/15	245.00	
	1525206-1	CONTRACTOR FEE SKATEBOARD CAMP	06/05/15	07/05/15	98.00	
	1525207-1	CONTRACTOR FEE SKATEBOARD CAMP	06/05/15	07/05/15	840.00	2,205.00
55	GUARDIAN TITLE					
	U!00000978	15546/332044601: 1398 KENNEDY	06/15/15	06/15/15	213.44	213.44
55	SCOTT CORBIN					
	U!00000979	16696/254059601: UTILITY REFUN	06/15/15	06/15/15	3.98	
	U!00000979	16696/254059601: UTILITY REFUN	06/15/15	06/15/15	15.67	
	U!00000979	16696/254059601: UTILITY REFUN	06/15/15	06/15/15	2.08	
	U!00000979	16696/254059601: UTILITY REFUN	06/15/15	06/15/15	2.00	23.73
55	JOHN J SANTINI					
	U!00000980	9866/314030101: UTILITY REFUND	06/17/15	06/17/15	165.51	
	U!00000980	9866/314030101: UTILITY REFUND	06/17/15	06/17/15	551.15	
	U!00000980	9866/314030101: UTILITY REFUND	06/17/15	06/17/15	55.08	
	U!00000980	9866/314030101: UTILITY REFUND	06/17/15	06/17/15	192.82	964.56
55	MRS. JOHN WILLIAMS					
	U!00000981	960/144016301: UTILITY REFUND	06/18/15	06/18/15	59.70	59.70
55	KATHLEEN JENSEN					
	U!00000982	11103/273234051: UTILITY REFUN	06/18/15	06/18/15	184.34	184.34
55	HERBERT L. KIENLE					
	U!00000983	3317/273035001: 1006 TURNBERRY	06/18/15	06/18/15	37.74	37.74
7868-1	VICKIE ILKO					
	300000295	ABPA MEMBERSHIP ILKO	06/12/15	07/12/15	80.00	80.00
8442-1	VISION SERVICE PLAN					
	VSP0715	12 059727 0001 JUL 15 EMP PREM	06/19/15	07/19/15	2,624.63	2,624.63
14102-1	WELLS FARGO FINANCIAL LEASING					
	5002255299	JUL 15 GOLF EQUIPMENT LEASE	06/16/15	07/16/15	9,292.96	9,292.96
10884-1	WORD OF MOUTH CATERING INC					
	2015-11	SR MEAL PROGRAM 5/26-6/19/15	06/19/15	07/19/15	4,099.25	4,099.25
3876-1	XCEL ENERGY					
	060915	REMOVE GAS LINE 611 FRONT ST	06/09/15	07/09/15	2,126.17	2,126.17
					---	---
	BANK TOTAL PAYMENTS				276,765.04	276,765.04
					---	---
	GRAND TOTAL PAYMENTS				276,765.04	276,765.04

City of Louisville
Cash Disbursement Edit List

Batch: 90913 Period: 07/02/15

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	
5492-1	BOULDER CONCERT BAND INC					
	060315	JULY 4TH MUSIC BALANCE	06/03/15	07/03/15	450.00	450.00
14100-1	CIP CONSULTANTS LLC					
	061715	SITE DEMOLITION/POUR CONCRETE	06/17/15	07/17/15	3,075.00	3,075.00
10301-1	COLORADO COMMUNITY SHARES					
	063015	2ND QTR 2015 CONTRIBUTIONS	06/30/15	07/30/15	840.00	840.00
13929-1	DHE COMPUTER SYSTEMS LLC					
	90884	TYLER ERP TRAINING LAPTOPS	06/05/15	07/05/15	8,750.00	8,750.00
13610-1	FOOTHILLS SECURITY SYSTEMS INC					
	72589	INSTALL SECURITY SYSTEM CCGC	04/21/15	05/21/15	1,993.00	
	72802	SECURITY SYSTEM ADDITIONS CCGC	06/03/15	07/03/15	407.00	2,400.00
655-1	FOOTHILLS UNITED WAY					
	063015	2ND QTR 2015 CONTRIBUTIONS	06/30/15	07/30/15	384.00	384.00
14076-1	IHC INC					
	HBWTPMAGMETER	INSTALL BACKWASH MAG METER	07/01/15	07/31/15	6,507.50	6,507.50
13911-1	J & M DISPLAYS INC					
	10661A	JULY 4TH ADDITIONAL FIREWORKS	06/17/15	07/17/15	3,000.00	3,000.00
14105-1	JAY STERN					
	061015	25TH ANNIV GUITAR PERFORMANCE	06/10/15	07/10/15	75.00	75.00
9750-1	LEGALSHIELD					
	062515	#22554 JUN 15 EMPLOYEE PREMIUM	06/25/15	07/25/15	348.90	348.90
2360-1	LIGHT KELLY, PC					
	061015	LEGAL SERVICES 5/1-5/31/15	06/10/15	07/10/15	23,567.70	
	061015	LEGAL SERVICES 5/1-5/31/15	06/10/15	07/10/15	444.00	
	061015	LEGAL SERVICES 5/1-5/31/15	06/10/15	07/10/15	1,300.00	
	061015	LEGAL SERVICES 5/1-5/31/15	06/10/15	07/10/15	2,163.45	27,475.15
14108-1	MATSANA					
	348	YOGA MAT SANITIZER MACHINE	06/19/15	07/19/15	1,289.00	1,289.00
8	CHRIS LEH					
	063015	TRAVEL RECON 6/16-6/19/15	06/30/15	07/30/15	106.95	106.95
10	BOULDER CREEK BUILDERS					
	060815	TAKODA RELEASE OF GUARANTEE	06/08/15	07/08/15	50,000.00	50,000.00
3735-1	PETTY CASH - BARB KELLEY					
	062415	PETTY CASH FRONT DESK	06/24/15	07/24/15	74.10	
	062415	PETTY CASH FRONT DESK	06/24/15	07/24/15	200.00	
	062415	PETTY CASH FRONT DESK	06/24/15	07/24/15	44.56	
	062415	PETTY CASH FRONT DESK	06/24/15	07/24/15	35.98	354.64
11094-1	WESTERN DISPOSAL SERVICES					
	060115RES	MAY 15 RESIDENTIAL TRASH SERV	06/01/15	07/01/15	116,774.78	116,774.78

City of Louisville
Cash Disbursement Edit List

Batch: 90913 Period: 07/02/15

Vendor/ Remit#	Invoice Number	Description	Invoice Date	Due Date	Invoice Amount	Check Amount
13558-1	ZIONS CREDIT CORP					
	594349	JUN 15 SOLAR POWER EQUIP LEASE	06/19/15	07/19/15	1,767.62	
	594349	JUN 15 SOLAR POWER EQUIP LEASE	06/19/15	07/19/15	883.81	2,651.43
					---	---
	BANK TOTAL PAYMENTS				224,482.35	224,482.35
					---	---
	GRAND TOTAL PAYMENTS				224,482.35	224,482.35

City of Louisville
Cash Disbursement Edit List

Batch: 90982 Period: 07/09/15

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	
13640-1	CHILD SUPPORT ENFORCE OFFICE					
	070215	EMPLOYEE GARNISHMENT PP#14	07/02/15	08/01/15	255.23	255.23
5255-1	FAMILY SUPPORT REGISTRY					
	070215	EMPLOYEE GARNISHMENT PP#14	07/02/15	08/01/15	211.50	211.50
14002-1	KANSAS PAYMENT CENTER					
	070215	EMPLOYEE GARNISHMENT PP#14	07/02/15	08/01/15	270.46	270.46
5178-1	PETTY CASH LRC - KATHY MARTIN					
	070615	PETTY CASH LRC	07/06/15	08/05/15	315.01	315.01
55	HERITAGE TITLE COMPANY					
	U!00000984	11842/254031183: UTILITY REFUN	07/02/15	07/02/15	63.26	63.26
55	CHICAGO TITLE					
	U!00000985	15264/253051111: UTILITY REFUN	07/02/15	07/02/15	52.41	52.41
3876-1	XCEL ENERGY					
	070115	PASCHAL SIGNAL AGREEMENT	07/01/15	07/31/15	4,173.98	4,173.98
					---	---
	BANK TOTAL PAYMENTS				5,341.85	5,341.85
					---	---
	GRAND TOTAL PAYMENTS				5,341.85	5,341.85

Batch: 90984 Period: 07/14/15

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	
14116-1	2020 ENGINEERING					
	1795	PLUMBING GCC	06/25/15	07/25/15	437.50	437.50
10606-1	36 COMMUTING SOLUTIONS					
	061515	BIKE 36 MAPS	06/15/15	07/15/15	776.75	776.75
13969-1	A-MAC UNDERGROUND INC					
	3446B	FIBER CONDUIT BORE	06/23/15	07/23/15	9,923.00	9,923.00
8791-1	ACA DENVER BOILER					
	S681438	BOILDER REPAIR RSC	05/29/15	06/28/15	1,524.34	1,524.34
5369-1	ACCUTEST MOUNTAIN STATES INC					
	D5-63060	LAB ANALYSIS FEES NWTP	05/28/15	06/27/15	213.00	
	D5-63061	LAB ANALYSIS FEES SWTP	05/28/15	06/27/15	213.00	426.00
10832-1	AGFINITY INC					
	H20405	BULK SPRING FERTILIZER	06/01/15	07/01/15	3,775.68	3,775.68
14034-1	ALEXEI KAZANTSEV					
	063015	STONE BENCHES	06/30/15	07/30/15	214.80	
	063015	STONE BENCHES	06/30/15	07/30/15	322.20	537.00
13682-1	ALL CITY FLOOR COMPANY					
	E5387	HARDWOOD FLOOR RESURFACING DEP	06/11/15	07/11/15	3,347.50	3,347.50
1006-1	ALL CURRENT ELECTRIC INC					
	3236	REPLACE KITCHEN PANEL GCC	06/10/15	07/10/15	1,808.85	
	3237	UNDERPASS SUMP PUMP POWER	06/10/15	07/10/15	218.18	
	3240	FLASH MIXER VFD SWTP	06/15/15	07/15/15	1,457.48	
	3254	ELECTRICAL WORK GCC	06/30/15	07/30/15	1,318.82	4,803.33
9891-1	AMBIANCE					
	10166	JUN 15 PLANT MAINT	06/10/15	07/10/15	195.00	195.00
9319-1	AMERICAN DATA GROUP INC					
	9948	UTILITY BILLING RATE CHANGE	05/31/15	06/30/15	455.00	
	9948	UTILITY BILLING RATE CHANGE	05/31/15	06/30/15	455.00	
	9976	CASS CERTIFICATION	06/30/15	07/30/15	282.00	
	9976	CASS CERTIFICATION	06/30/15	07/30/15	282.00	1,474.00
13818-1	ARROWHEAD AWARDS					
	8185	NAME BADGES HPC	06/10/15	07/10/15	25.00	25.00
14103-1	ARTHOUSE DESIGN					
	10789	DOWNTOWN WAYFINDING SIGNS	06/10/15	07/10/15	2,800.00	2,800.00
13762-1	ATOMIC FORGE & WELDING INC					
	4192A	DOWNTOWN BIKE RACKS	03/26/15	04/25/15	3,360.00	3,360.00
14054-1	AVI SYSTEMS INC					
	43547000	AV SYSTEM LIBRARY	06/30/15	07/30/15	6,619.99	6,619.99
500-1	BAKER AND TAYLOR					

Batch: 90984 Period: 07/14/15

Vendor/ Remit#	Invoice Number	Description	Invoice Date	Due Date	Invoice Amount	Check Amount
	4011273500	CHILDRENS BOOKS AND MEDIA	06/22/15	07/22/15	33.97	33.97
2380-1	BENJAMIN KURTZ					
	1505-TR	TUITION REIMBURSEMENT	07/02/15	08/01/15	450.00	450.00
13514-1	BESTWAY CONCRETE COMPANY					
	254505	BALLFIELD MATERIAL	05/14/15	06/13/15	1,582.51	1,582.51
11605-1	BOBCAT OF THE ROCKIES LLC					
	11203473	S770 LOADER SERVICE MANUAL	05/28/15	06/27/15	142.86	142.86
640-1	BOULDER COUNTY					
	053115	MAY 15 BOULDER COUNTY USE TAX	06/05/31	07/05/31	39,058.12	
	063015	JUN 15 BOULDER COUNTY USE TAX	06/30/15	07/30/15	10,834.23	49,892.35
7739-1	BOULDER COUNTY					
	11034	JUN DRUG TASK FORCE FEES	06/01/15	07/01/15	244.38	244.38
12742-1	BOULDER COUNTY EXTENSION					
	062315	LAWN CHECK PRESENTATION	06/23/15	07/23/15	75.00	75.00
12880-1	BOYAGIAN CONSULTING LLC					
	070215	JUN 15 PROFESSIONAL SERVICES	07/02/15	08/01/15	2,500.00	2,500.00
7706-1	BRANNAN SAND & GRAVEL CO LLC					
	139960	ASPHALT	05/21/15	06/20/15	43.15	
	140057	ASPHALT	05/26/15	06/25/15	187.17	
	140180	ASPHALT	05/27/15	06/26/15	182.65	
	140343	ASPHALT	05/28/15	06/27/15	183.55	
	140603	ASPHALT	06/01/15	07/01/15	246.25	
	140717	ASPHALT	06/02/15	07/02/15	199.34	
	140818	ASPHALT	06/03/15	07/03/15	142.51	
	141008	ASPHALT	06/04/15	07/04/15	92.00	
	141247	ASPHALT	06/08/15	07/08/15	173.89	
	141259	ASPHALT	06/08/15	07/08/15	28.86	
	141394	ASPHALT	06/09/15	07/09/15	115.00	
	141566	ASPHALT	06/11/15	07/11/15	141.61	
	141833	ASPHALT	06/15/15	07/15/15	429.34	
	141970	ASPHALT	06/16/15	07/16/15	91.10	
	142003	ASPHALT	06/17/15	07/17/15	182.20	
	142106	ASPHALT	06/18/15	07/18/15	182.20	
	142540	ASPHALT	06/23/15	07/23/15	435.66	
	142626	ASPHALT	06/24/15	07/24/15	184.46	
	143033	ASPHALT	06/29/15	07/29/15	113.65	3,354.59
13344-1	BROWN HILL ENGINEERING & CONTROLS LLC					
	9749	CONTROL SERVICE	05/22/15	06/21/15	920.50	
	9800	BACKWASH MAG METER SWTP	06/08/15	07/08/15	8,960.00	
	9881	SCADA MAINTENANCE WTP	06/19/15	07/19/15	1,175.00	

Batch: 90984 Period: 07/14/15

Vendor/ Remit#	Invoice Number	Description	Invoice Date	Due Date	Invoice Amount	Check Amount
	9882	TANK LEVEL INDICATOR PARTS	06/19/15	07/19/15	412.50	11,468.00
248-1	CDW GOVERNMENT					
	VT35611	IT ROOM PARTS CS	05/29/15	06/28/15	808.36	
	VZ13763	TREND ANTIVIRUS SOFTWARE	06/09/15	07/09/15	4,154.80	
	VZ42914	HDMI SWITCH COURT	06/09/15	07/09/15	26.70	
	VZ78906	MERAKI WIRELESSS APS CSF	06/10/15	07/10/15	3,764.06	
	WB01398	WEBSENSE SOFTWARE RENEWAL	06/10/15	07/10/15	5,600.00	
	WC08516	UPS STX	06/12/15	07/12/15	68.82	
	WD59614	RETURN PANDUIT END PANEL	06/16/15	07/16/15	409.26-	
	WG54547	MERAKI ANTENNAS GC	06/20/15	07/20/15	725.34	14,738.82
10773-1	CENTRIC ELEVATOR CORP					
	236436	JUN 15 ELEVATOR MAINT PC	06/01/15	07/01/15	243.09	
	236437	JUN 15 ELEVATOR MAINT LIB	06/01/15	07/01/15	443.50	
	236438	JUN 15 ELEVATOR MAINT RSC	06/01/15	07/01/15	260.71	
	236439	JUN 15 ELEVATOR MAINT CH	06/01/15	07/01/15	265.59	
	236913	JUL 15 ELEVATOR MAINT PC	07/01/15	07/31/15	243.09	
	236914	JUL 15 ELEVATOR MAINT LIB	07/01/15	07/31/15	443.50	
	236915	JUL 15 ELEVATOR MAINT RSC	07/01/15	07/31/15	265.59	
	236916	JUL 15 ELEVATOR MAINT CH	07/01/15	07/31/15	265.59	2,430.66
980-1	CENTURY CHEVROLET INC					
	45010682	PARTS UNIT 3506	05/13/15	06/12/15	5.31	
	45011146	PARTS UNIT 3506	05/19/15	06/18/15	5.60	
	45011147	RETURN PARTS UNIT 3506	05/19/15	06/18/15	5.31-	
	45011737	PARTS UNIT 5349	05/29/15	06/28/15	34.24	
	45012099	PARTS UNIT 3212	06/05/15	07/05/15	291.34	
	45012195	PARTS UNIT 3212	06/06/15	07/06/15	226.62	
	45012326	RETURN PARTS UNIT 3212	06/09/15	07/09/15	291.34-	266.46
13352-1	CGRS INC					
	2-10242-50178	FUEL TANK POLLING	05/31/15	06/30/15	25.00	
	2-10242-50614	FUEL TANK POLLING	06/30/15	07/30/15	25.00	50.00
13964-1	CHANDLER ASSET MANAGEMENT					
	17615	MAY 15 INVESTMENT FEES	06/02/15	07/02/15	233.44	
	17615	MAY 15 INVESTMENT FEES	06/02/15	07/02/15	18.76	
	17615	MAY 15 INVESTMENT FEES	06/02/15	07/02/15	2.43	
	17615	MAY 15 INVESTMENT FEES	06/02/15	07/02/15	0.30	
	17615	MAY 15 INVESTMENT FEES	06/02/15	07/02/15	239.27	
	17615	MAY 15 INVESTMENT FEES	06/02/15	07/02/15	32.16	
	17615	MAY 15 INVESTMENT FEES	06/02/15	07/02/15	23.02	
	17615	MAY 15 INVESTMENT FEES	06/02/15	07/02/15	6.17	
	17615	MAY 15 INVESTMENT FEES	06/02/15	07/02/15	48.13	

Batch: 90984 Period: 07/14/15

Vendor/ Remit#	Invoice Number	Description	Invoice Date	Due Date	Invoice Amount	Check Amount
	17615	MAY 15 INVESTMENT FEES	06/02/15	07/02/15	392.23	
	17615	MAY 15 INVESTMENT FEES	06/02/15	07/02/15	24.29	
	17615	MAY 15 INVESTMENT FEES	06/02/15	07/02/15	484.48	
	17615	MAY 15 INVESTMENT FEES	06/02/15	07/02/15	405.62	
	17615	MAY 15 INVESTMENT FEES	06/02/15	07/02/15	91.89	
	17615	MAY 15 INVESTMENT FEES	06/02/15	07/02/15	10.04	
	17615	MAY 15 INVESTMENT FEES	06/02/15	07/02/15	8.60	
	17615	MAY 15 INVESTMENT FEES	06/02/15	07/02/15	40.36	
	17615	MAY 15 INVESTMENT FEES	06/02/15	07/02/15	50.81	2,112.00
14113-1	CHEMPLIANCE					
	6003664	POLYMER PILOT STUDY NWTP	06/23/15	07/23/15	1,957.07	
	6003665	POLYMER PILOT STUDY SWTP	06/23/15	07/23/15	1,957.07	3,914.14
2220-1	CHEMTRADE CHEMICALS US LLC					
	91549870	ALUMINUM SULFATE NWTP	06/12/15	07/12/15	4,603.14	
	91553314	ALUMINUM SULFATE SWTP	06/16/15	07/16/15	4,599.72	9,202.86
4785-1	CINTAS CORPORATION #66					
	329296	UNIFORM RENTAL WWTP	06/08/15	07/08/15	103.02	
	332745	UNIFORM RENTAL WWTP	06/15/15	07/15/15	103.02	
	336301	UNIFORM RENTAL WWTP	06/22/15	07/22/15	103.02	
	66325776	UNIFORM RENTAL WTP	06/01/15	07/01/15	138.58	
	66329297	UNIFORM RENTAL WTP	06/08/15	07/08/15	138.58	
	66332746	UNIFORM RENTAL WTP	06/15/15	07/15/15	148.70	
	66336302	UNIFORM RENTAL WTP	06/22/15	07/22/15	138.58	
	66339824	UNIFORM RENTAL WTP	06/29/15	07/29/15	141.57	1,015.07
4025-1	CINTAS FIRST AID AND SAFETY					
	5003252708	FIRST AID SUPPLIES	06/16/15	07/16/15	47.01	
	5003252708	FIRST AID SUPPLIES	06/16/15	07/16/15	15.26	
	5003252708	FIRST AID SUPPLIES	06/16/15	07/16/15	46.21	
	5003252708	FIRST AID SUPPLIES	06/16/15	07/16/15	36.33	144.81
11508-1	CITRON WORK SPACES					
	13315	CHAIR BLDG SAFETY	06/17/15	07/17/15	443.84	443.84
1075-1	CITY OF LAFAYETTE					
	99-15-035	WATER SOLUTIONS/LUCITY PROGRAM	05/29/15	06/28/15	570.00	570.00
14047-1	CITY OF NORTHGLENN					
	861	LAB ANALYSIS FEES WTP	05/31/15	06/30/15	1,368.00	1,368.00
11467-1	CLEAR CREEK CONSULTANTS INC					
	1692	COAL CREEK STATION AUDIT	07/03/15	08/02/15	1,205.00	1,205.00
13260-1	CLIFTON LARSON ALLEN LLP					
	1069023	UTILITY BILLING SERVICES	06/10/15	07/10/15	4,041.47	
	1069023	UTILITY BILLING SERVICES	06/10/15	07/10/15	2,586.46	

Batch: 90984 Period: 07/14/15

Vendor/ Remit#	Invoice Number	Description	Invoice Date	Due Date	Invoice Amount	Check Amount
	1069023	UTILITY BILLING SERVICES	06/10/15	07/10/15	582.00	
	1069023	UTILITY BILLING SERVICES	06/10/15	07/10/15	873.00	8,082.93
14115-1	CLOUDBASE BALLOONS LLC					
	102	TETHERED BALLOON RIDE GC	06/27/15	07/27/15	775.00	775.00
10835-7	COLO ASSOC PERMIT TECHNICIANS					
	063015	CAPT MEETING GARLAND	06/30/15	07/30/15	35.00	35.00
13820-1	COLORADO BARRICADE CO					
	475747-001	BARRICADE RENTAL TASTE OF LSVL	06/10/15	07/10/15	495.75	495.75
10916-1	COLORADO CODE CONSULTING LLC					
	6799	PLAN REVIEW	06/19/15	07/19/15	4,900.00	4,900.00
11353-1	COLORADO LIBRARY CONSORTIUM					
	C3058	ELECTRONIC DATABASES	07/01/15	07/31/15	2,945.00	2,945.00
1245-1	COLORADO MOSQUITO CONTROL INC					
	15-4045	JUN 15 MOSQUITO CONTROL SERV	06/29/15	07/29/15	1,280.56	
	15-4045	JUN 15 MOSQUITO CONTROL SERV	06/29/15	07/29/15	236.69	1,517.25
11446-1	COMPUTER EXPLORERS INC					
	1099	CONTRACTOR FEES MINDCRAFT ADV	06/18/15	07/18/15	378.00	378.00
13970-1	CONCRETE WORKS OF COLORADO INC					
	PP2070315	WATER LINE REPLACEMENT	07/06/15	08/05/15	16,027.50	
	PP2070315	WATER LINE REPLACEMENT	07/06/15	08/05/15	126,088.75	
	PP2070315A	PARBOIS CONCRETE WORK	07/06/15	08/05/15	7,068.06	
	PP2070315A	PARBOIS CONCRETE WORK	07/06/15	08/05/15	5,566.42	154,750.73
10004-1	COUNTER MEASURES INC					
	49753	HWY 42 TRAFFIC VOLUME COUNTS	06/01/15	07/01/15	396.26	396.26
9973-1	CPS DISTRIBUTORS INC					
	2090010-00	REPAIR TORO CONTROLLER	06/03/15	07/03/15	219.58	219.58
12412-1	CRACKERJACK MUD JACKING INC					
	062415	MUDJACKING STEINBAUGH PAVILION	06/24/15	07/24/15	445.00	445.00
13370-1	CRIBARI LAW FIRM, PC					
	061915	PROSECUTING ATTORNEY	06/19/15	07/19/15	4,063.50	4,063.50
1570-1	DANA KEPNER COMPANY INC					
	1409603-00	METER PARTS	06/10/15	07/10/15	134.18	134.18
11373-1	DELLENBACH CHEVROLET INC					
	65138	2015 CHEVY SILVERADO UNIT 3409	06/09/15	07/09/15	26,901.00	
	65327	CHEVY SILVERADO TRUCK W/ PLOW	06/16/15	07/16/15	35,001.00	
	65366	2015 CHEVY SILVERADO UNIT 6118	06/17/15	07/17/15	31,566.00	93,468.00
13685-1	DEWBERRY ENGINEERS INC					
	1197848	WWTP CONSTRUCTION MANAGEMENT	05/29/15	06/28/15	119,812.74	119,812.74
13929-1	DHE COMPUTER SYSTEMS LLC					
	90985	LENOVO TINY COMPUTERS	06/17/15	07/17/15	40,450.69	

Batch: 90984 Period: 07/14/15

Vendor/ Remit#	Invoice Number	Description	Invoice Date	Due Date	Invoice Amount	Check Amount
	90986	LEVOVO THINKPAD YOGA LIB	06/17/15	07/17/15	849.00	
	91058	DELL LCD MONITORS	06/29/15	07/29/15	4,447.50	45,747.19
13950-1	DIAZ CONSTRUCTION GROUP					
	PP3070315	SANITARY SEWER REPLACEMENT	07/06/15	08/05/15	104,388.85	104,388.85
1520-1	DRCOG					
	SALES018632	2015 MEMBERSHIP DUES 2ND HALF	06/08/15	07/08/15	3,200.00	3,200.00
5295-1	DRY CREEK DAVIDSON DITCH CO INC					
	052015	2015 ASSESSMENT	05/20/15	06/19/15	378.00	
	052015A	2014 ASSESSMENT	05/20/15	06/19/15	350.00	728.00
14111-1	DURO-LAST ROOFING INC					
	27580	ROOF EVALUATION GCC	05/15/15	06/14/15	168.75	168.75
13790-1	EAGLE-NET ALLIANCE					
	10724	JUN 15 INTERNET SERVICE	06/03/15	07/03/15	870.20	870.20
13009-1	EIDE BAILLY LLP					
	EI00287568	2014 AUDIT PROGRESS BILLING	06/23/15	07/23/15	4,320.00	
	EI00287568	2014 AUDIT PROGRESS BILLING	06/23/15	07/23/15	3,150.00	
	EI00287568	2014 AUDIT PROGRESS BILLING	06/23/15	07/23/15	1,530.00	9,000.00
13963-1	ENSCICON CORPORATION					
	87841	ENGINEERING SERV TOWNSEND	06/09/15	07/09/15	313.06	
	87841A	ENGINEERING SERV TOWNSEND	06/09/15	07/09/15	313.06	
	87841B	ENGINEERING SERV TOWNSEND	06/09/15	07/09/15	227.68	
	87841C	ENGINEERING SERV TOWNSEND	06/09/15	07/09/15	569.20	
	87841D	ENGINEERING SERV TOWNSEND	06/09/15	07/09/15	142.30	
	87841E	ENGINEERING SERV TOWNSEND	06/09/15	07/09/15	341.52	
	87841F	ENGINEERING SERV TOWNSEND	06/09/15	07/09/15	341.52	
	87898	ENGINEERING SERV TOWNSEND	06/16/15	07/16/15	626.12	
	87898A	ENGINEERING SERV TOWNSEND	06/16/15	07/16/15	313.06	
	87898B	ENGINEERING SERV TOWNSEND	06/16/15	07/16/15	113.84	
	87898C	ENGINEERING SERV TOWNSEND	06/16/15	07/16/15	540.74	
	87898D	ENGINEERING SERV TOWNSEND	06/16/15	07/16/15	313.06	
	87898E	ENGINEERING SERV TOWNSEND	06/16/15	07/16/15	227.68	4,382.84
10774-1	ESSENTIAL SAFETY PRODUCTS					
	387659	CONFINED SPACE HOIST REPAIR	05/22/15	06/21/15	450.29	
	387659	CONFINED SPACE HOIST REPAIR	05/22/15	06/21/15	450.28	
	387659	CONFINED SPACE HOIST REPAIR	05/22/15	06/21/15	450.28	1,350.85
12270-1	FASTENAL COMPANY					
	COBOU55194	SAW BLADES	06/23/15	07/23/15	25.00	25.00
13916-1	FERGUSON WATERWORKS					
	828445	METER PITS & ACCESSORIES	05/28/15	06/27/15	1,870.60	
	829552	METER PITS & ACCESSORIES	06/10/15	07/10/15	6,511.70	8,382.30

Batch: 90984 Period: 07/14/15

Vendor/ Remit#	Invoice Number	Description	Invoice Date	Due Date	Invoice Amount	Check Amount
2070-1	FLOOD & PETERSON INSURANCE INC					
	16274	ADD BOBCAT AND WACKER	06/15/15	07/15/15	165.00	
	16376	ADD TORO MOWER GC	06/15/15	07/15/15	16.00	
	16751	WORKERS COMP PREMIUM 6 OF 10	06/17/15	07/17/15	15,783.00	15,964.00
13610-1	FOOTHILLS SECURITY SYSTEMS INC					
	72899	FIRE/SECURITY MONITORING GC	06/30/15	07/30/15	248.85	248.85
1204-1	G R MAROLT & ASSOCIATES LLC					
	3300	6' BENCH	06/10/15	07/10/15	878.57	878.57
13098-1	G4S SECURE SOLUTIONS INC					
	7392358	BAILIFF SERVICES 6/1/15	06/07/15	07/07/15	123.75	
	7407480	BAILIFF SERVICES 6/15/15	06/21/15	07/21/15	110.00	233.75
10722-1	GALE/CENGAGE LEARNING					
	55019931	GALE COURSE SUBSCRIPTION	04/23/15	05/23/15	3,000.00	3,000.00
6847-1	GENERAL AIR SERVICE & SUPPLY					
	91501922-1	CYLINDER RENTAL SHOPS	05/31/15	06/30/15	73.80	73.80
14083-1	GOLF AND SPORT SOLUTIONS					
	22455	USGA SAND	05/14/15	06/13/15	4,036.48	4,036.48
13535-1	GRAFF'S TURF FARMS INC					
	53964	NEW GRAVE SOD	06/16/15	07/16/15	1,051.40	1,051.40
2310-1	GRAINGER					
	9765616660	HOT WATER HEATER GCC	06/12/15	07/12/15	3,478.44	3,478.44
11214-1	GRAYLING					
	P006540	JUN 15 PROFESSIONAL SERVICES	06/15/15	07/15/15	2,500.00	2,500.00
2340-1	GREEN SPOT INC					
	0088463-IN	TREE PLANTING CCGC	06/18/15	07/18/15	14,100.00	14,100.00
11591-1	GROUND ENGINEERING CONSULTANTS INC					
	141290.0-5	CITY SERVICES FACILITY	04/21/15	05/21/15	783.75	
	141290.0-5	CITY SERVICES FACILITY	04/21/15	05/21/15	783.75	
	141290.0-5	CITY SERVICES FACILITY	04/21/15	05/21/15	783.75	
	141290.0-5	CITY SERVICES FACILITY	04/21/15	05/21/15	783.75	
	141290.0-5A	ADDITIONAL GEOTECH SERV CS	04/21/15	05/21/15	891.75	
	141290.0-5A	ADDITIONAL GEOTECH SERV CS	04/21/15	05/21/15	891.75	
	141290.0-5A	ADDITIONAL GEOTECH SERV CS	04/21/15	05/21/15	891.75	
	141290.0-5A	ADDITIONAL GEOTECH SERV CS	04/21/15	05/21/15	891.75	
	141290.0-6	ADDITIONAL GEOTECH SERV CS	05/18/15	06/17/15	431.25	
	141290.0-6	ADDITIONAL GEOTECH SERV CS	05/18/15	06/17/15	431.25	
	141290.0-6	ADDITIONAL GEOTECH SERV CS	05/18/15	06/17/15	431.25	
	141290.0-6	ADDITIONAL GEOTECH SERV CS	05/18/15	06/17/15	431.25	
	141290.0-7	ADDITIONAL GEOTECH SERV CS	06/18/15	07/18/15	485.00	
	141290.0-7	ADDITIONAL GEOTECH SERV CS	06/18/15	07/18/15	485.00	

Batch: 90984 Period: 07/14/15

Vendor/ Remit#	Invoice Number	Description	Invoice Date	Due Date	Invoice Amount	Check Amount
	141290.0-7	ADDITIONAL GEOTECH SERV CS	06/18/15	07/18/15	485.00	
	141290.0-7	ADDITIONAL GEOTECH SERV CS	06/18/15	07/18/15	485.00	10,367.00
13565-1	HATCH MOTT MACDONALD LLC					
	IV213030	SLUDGE TREATMENT DESIGN	06/15/15	07/15/15	17,294.00	17,294.00
13162-1	HD SUPPLY WATERWORKS LTD					
	E004914	TAPPING SADDLES	06/05/15	07/05/15	2,739.75	2,739.75
14082-1	HIGH COUNTRY COATINGS INC					
	7918	CONCRETE POLISHING CCGC	06/16/15	07/16/15	7,812.00	7,812.00
2475-1	HILL PETROLEUM					
	0493416-IN	UNLEADED/BIODIESEL FUEL	06/04/15	07/04/15	10,763.18	10,763.18
13900-1	HISTORIC 740 FRONT STREET LLC					
	061115	BUSINESS ASSISTANCE REBATE	06/11/15	07/11/15	4,220.25	
	061115	BUSINESS ASSISTANCE REBATE	06/11/15	07/11/15	4,037.50	8,257.75
14019-1	HISTORY MATTERS LLC					
	062915	PRESERVATION MASTER PLAN	06/29/15	07/29/15	921.42	921.42
14016-1	HUG SPORTS LLC					
	27710	CONTRACTOR FEES SPORTS CAMP	06/23/15	07/23/15	998.20	
	27712	CONTRACTOR FEES B-BALL CAMP	07/01/15	07/31/15	917.60	1,915.80
8060-1	ID LABEL INC					
	0083670-IN	LIBRARY BAR CODES	05/29/15	06/28/15	263.00	263.00
14089-1	INDIGO WATER GROUP LLC					
	1545	PROFESSIONAL SERVICES WWTP	06/29/15	07/29/15	7,532.16	7,532.16
2615-1	INGRAM LIBRARY SERVICES INC					
	84766239	CHILDRENS BOOKS AND MEDIA	04/16/15	05/16/15	79.89	
	85324995	CHILDRENS BOOKS AND MEDIA	05/22/15	06/21/15	79.89-	
	85389434	CHILDRENS BOOKS AND MEDIA	05/27/15	06/26/15	248.32	
	85413962	CHILDRENS BOOKS AND MEDIA	05/27/15	06/26/15	83.45	
	85448886	TEEN BOOKS AND MEDIA	05/29/15	06/28/15	21.58	
	85453431	CHILDRENS BOOKS AND MEDIA	05/29/15	06/28/15	161.48	
	85514207	CHILDRENS BOOKS AND MEDIA	06/02/15	07/02/15	9.34	
	85547202	CHILDRENS BOOKS AND MEDIA	06/03/15	07/03/15	188.56	
	85595110	CHILDRENS BOOKS AND MEDIA	06/04/15	07/04/15	8.80	
	85601356	TEEN BOOKS AND MEDIA	06/05/15	07/05/15	215.15	
	85603853	CHILDRENS BOOKS AND MEDIA	06/05/15	07/05/15	404.78	
	85615817	CHILDRENS BOOKS AND MEDIA	06/05/15	07/05/15	27.20	
	85660674	CHILDRENS BOOKS AND MEDIA	06/09/15	07/09/15	220.74	
	85660675	CHILDRENS BOOKS AND MEDIA	06/09/15	07/09/15	89.54	
	85679648	CHILDRENS BOOKS AND MEDIA	06/09/15	07/09/15	84.90	
	85691534	CHILDRENS BOOKS AND MEDIA	06/10/15	07/10/15	255.32	
	85723992	CHILDRENS BOOKS AND MEDIA	06/11/15	07/11/15	48.05	

Batch: 90984 Period: 07/14/15

Vendor/ Remit#	Invoice Number	Description	Invoice Date	Due Date	Invoice Amount	Check Amount
	85730600	CHILDRENS BOOKS STATE GRANT	06/11/15	07/11/15	42.92	
	85751006	CHILDRENS BOOKS AND MEDIA	06/12/15	07/12/15	30.74	
	85788981	TEEN BOOKS AND MEDIA	06/16/15	07/16/15	68.92	
	85796416	CHILDRENS BOOKS AND MEDIA	06/16/15	07/16/15	62.98	
	85796417	CHILDRENS BOOKS AND MEDIA	06/16/15	07/16/15	9.35	
	85853511	CHILDRENS BOOKS AND MEDIA	06/18/15	07/18/15	15.59	
	85924756	TEEN BOOKS AND MEDIA	06/23/15	07/23/15	83.79	
	85934987	CHILDRENS BOOKS AND MEDIA	06/23/15	07/23/15	106.06	
	85956181	CHILDRENS BOOKS AND MEDIA	06/24/15	07/24/15	70.55	
	85956182	CHILDRENS BOOKS AND MEDIA	06/24/15	07/24/15	9.34	
	86006870	CHILDRENS BOOKS AND MEDIA	06/28/15	07/28/15	55.08	
	86036326	TEEN BOOKS AND MEDIA	06/30/15	07/30/15	9.89	
	86045044	CHILDRENS BOOKS AND MEDIA	06/30/15	07/30/15	4.93	
	86047760	TEEN BOOKS AND MEDIA	06/30/15	07/30/15	101.13	
	86054217	CHILDRENS BOOKS AND MEDIA	06/30/15	07/30/15	254.83	
	86054218	CHILDRENS BOOKS AND MEDIA	06/30/15	07/30/15	16.48	3,009.79
8881-1	INGRAM LIBRARY SERVICES INC					
	85453429	ADULT BOOKS AND MEDIA	05/29/15	06/28/15	75.31	
	85453430	ADULT BOOKS AND MEDIA	05/29/15	06/28/15	359.83	
	85478498	ADULT BOOKS AND MEDIA	05/31/15	06/30/15	105.82	
	85535794	ADULT BOOKS AND MEDIA	06/02/15	07/02/15	64.49	
	85603852	ADULT BOOKS AND MEDIA	06/05/15	07/05/15	462.34	
	85660673	ADULT BOOKS AND MEDIA	06/09/15	07/09/15	318.35	
	85679647	ADULT BOOKS AND MEDIA	06/09/15	07/09/15	30.78	
	85691533	ADULT BOOKS AND MEDIA	06/10/15	07/10/15	330.50	
	85751005	ADULT BOOKS AND MEDIA	06/12/15	07/12/15	35.00	
	85796415	ADULT BOOKS AND MEDIA	06/16/15	07/16/15	510.87	
	85853510	ADULT BOOKS AND MEDIA	06/18/15	07/18/15	96.24	
	85859160	ADULT BOOKS AND MEDIA	06/18/15	07/18/15	50.05	
	85977773	ADULT BOOKS AND MEDIA	06/25/15	07/25/15	105.00	
	86054216	ADULT BOOKS AND MEDIA	06/30/15	07/30/15	463.29	3,007.87
14048-1	INTERFACE COMMUNICATIONS CO					
	0022373-IN	DILLON/ST ANDREW SIGNAL	07/06/15	08/05/15	17,657.92	
	PP2052915	DILLON/ST ANDREW SIGNAL	05/29/15	06/28/15	137,482.10	
	PP3062915	DILLON/ST ANDREW SIGNAL	06/29/15	07/29/15	370.50	155,510.52
10552-1	INTERNATIONAL MARTIAL ARTS					
	1522110-1	CONTRACTOR FEES KARATE	05/25/15	06/24/15	182.00	
	1522110-2	CONTRACTOR FEES KARATE	06/29/15	07/29/15	135.80	
	1522111-1	CONTRACTOR FEES KARATE	05/25/15	06/24/15	375.20	
	1522111-2	CONTRACTOR FEES KARATE	06/29/15	07/29/15	368.20	1,061.20

Batch: 90984 Period: 07/14/15

Vendor/ Remit#	Invoice Number	Description	Invoice Date	Due Date	Invoice Amount	Check Amount
9312-1	INTERWEST SAFETY SUPPLY INC					
	3753	TRAILER ATTENUATOR	06/24/15	07/24/15	20,241.76	20,241.76
13778-1	INVISION GIS					
	1235	LUCITY SOFTWARE	06/03/15	07/03/15	876.56	
	1235	LUCITY SOFTWARE	06/03/15	07/03/15	876.56	
	1235	LUCITY SOFTWARE	06/03/15	07/03/15	876.56	
	1235	LUCITY SOFTWARE	06/03/15	07/03/15	876.57	
	1243	LUCITY SOFTWARE	07/03/15	08/02/15	1,708.75	
	1243	LUCITY SOFTWARE	07/03/15	08/02/15	1,708.75	
	1243	LUCITY SOFTWARE	07/03/15	08/02/15	1,708.75	
	1243	LUCITY SOFTWARE	07/03/15	08/02/15	1,708.75	10,341.25
14110-1	IRON MOUNTAIN INTELLECTUAL PROPERTY MGMT					
	N4224288	TYLER SOFTWARE ESCROW COVERAGE	06/19/15	07/19/15	756.00	756.00
13817-1	ISRAEL ALVARADO					
	2015-16	DJ SERVICES CCGC	06/17/15	07/17/15	200.00	
	2015-17	DJ SERVICES ZUMBA PARTY	06/17/15	07/17/15	175.00	375.00
13346-1	ISS FACILITY SERVICES DENVER					
	897523	JUN 15 JANITORIAL SERVICES	06/19/15	07/19/15	17,943.20	
	897523	JUN 15 JANITORIAL SERVICES	06/19/15	07/19/15	606.06	
	897523	JUN 15 JANITORIAL SERVICES	06/19/15	07/19/15	143.43	18,692.69
14107-1	JASON DEHNE					
	052715	1140 LINCOLN BLDG ASSESSMENT	05/27/15	06/26/15	500.00	500.00
11289-1	JVA INC					
	55404	STORM SEWER MASTER PLAN	05/25/15	06/24/15	14,800.00	
	55977	STORM SEWER MASTER PLAN	06/22/15	07/22/15	8,175.00	22,975.00
14033-1	KDG ENGINEERING LLC					
	K14004-3	DILLON RD UNDERPASS REPAIRS	05/04/15	06/03/15	1,487.30	
	K14004-3C	DILLON RD UNDERPASS REPAIRS	05/04/15	06/03/15	654.44-	
	K14004-4	DILLON RD UNDERPASS REPAIRS	06/02/15	07/02/15	722.00	1,554.86
14106-1	KEITH L KELLER					
	060315	833 JEFFERSON BLDG ASSESSMENT	06/03/15	07/03/15	900.00	900.00
2815-1	KENZ & LESLIE DISTRIBUTING CO					
	64517	VEHICLE FLUIDS	06/05/15	07/05/15	125.86	
	64517	VEHICLE FLUIDS	06/05/15	07/05/15	28.37	
	64517	VEHICLE FLUIDS	06/05/15	07/05/15	25.59	
	64517	VEHICLE FLUIDS	06/05/15	07/05/15	9.68	189.50
12861-1	KIRSTEN BEEMER					
	1522121-3	CONTRACTOR FEES TODDLING TWOS	07/01/15	07/31/15	67.20	
	1522123-3	CONTRACTOR FEES CREATIVE MOVE	06/29/15	07/29/15	196.00	
	1522124-1	CONTRACTOR FEES BEG BALLET	06/29/15	07/29/15	134.40	

Batch: 90984 Period: 07/14/15

Vendor/ Remit#	Invoice Number	Description	Invoice Date	Due Date	Invoice Amount	Check Amount
	1522125-1	CONTRACTOR FEES BEG HIP HOP	07/01/15	07/31/15	168.00	565.60
11337-1	KISSINGER AND FELLMAN PC					
	21296	COMCAST FRANCHISE NEGOTIATIONS	05/20/15	06/19/15	971.75	
	21431	SALES/USE TAX AUDIT	06/20/15	07/20/15	307.50	1,279.25
14112-1	KOKOPLAZA PARTNERS LLC					
	060215	PARKING LOT LEASE	06/02/15	07/02/15	8,000.00	8,000.00
13828-1	LANDSCAPES UNLIMITED LLC					
	PP13053015	CCGC PHASE 2 CONSTRUCTION	06/01/15	07/01/15	21,601.20	21,601.20
11075-1	LEFT HAND TREE & LANDSCAPE LLC					
	061815	PRUNING/DEAD SHRUB REMOVAL	06/18/15	07/18/15	1,260.00	1,260.00
13692-1	LIGHTNING MOBILE INC					
	64445	SWEEP LIBRARY PARKING GARAGE	07/02/15	08/01/15	320.00	320.00
3070-1	LL JOHNSON DISTRIBUTING CO					
	1084009-00	SHERE-BIODEGRADE	05/27/15	06/26/15	768.12	
	1680171-00	TURF MAINT EQUIPMENT CCGC	05/12/15	06/11/15	21,152.32	
	1680173-00	TURF MAINT EQUIPMENT CCGC	06/02/15	07/02/15	11,223.27	
	1680177-00	TURF MAINT EQUIPMENT CCGC	06/01/15	07/01/15	72,305.20	
	1680179-00	TURF MAINT EQUIPMENT CCGC	06/01/15	07/01/15	59,910.60	
	1680180-00	TURF MAINT EQUIPMENT CCGC	06/02/15	07/02/15	7,157.53	
	1680182-00	TURF MAINT EQUIPMENT CCGC	05/12/15	06/11/15	3,395.00	
	1680184-00	TURF MAINT EQUIPMENT CCGC	05/15/15	06/14/15	33,152.89	
	1680185-00	TURF MAINT EQUIPMENT CCGC	05/15/15	06/14/15	20,227.20	
	1680186-00	TURF MAINT EQUIPMENT CCGC	05/15/15	06/14/15	6,999.00	
	1680186-01	TURF MAINT EQUIPMENT CCGC	06/02/15	07/02/15	6,999.00	
	1680193-00	TURF MAINT EQUIPMENT CCGC	05/12/15	06/11/15	10,981.63	
	1680194-00	TURF MAINT EQUIPMENT CCGC	05/28/15	06/27/15	1,618.74	
	1680195-00	TURF MAINT EQUIPMENT CCGC	05/12/15	06/11/15	1,256.00	
	1680196-00	TURF MAINT EQUIPMENT CCGC	06/02/15	07/02/15	96,980.54	354,127.04
13382-1	LODESTONE DESIGN GROUP					
	1554	BOARD OF HEALTH COMPLIANCE GCC	05/01/15	05/31/15	350.00	350.00
5432-1	LOUISVILLE FIRE PROTECTION DISTRICT					
	053115	MAY 15 FIRE PROTECT DIST FEES	05/31/15	06/30/15	7,915.00	
	063015	JUN 15 FIRE PROTECT DIST FEES	06/30/15	07/30/15	3,355.00	11,270.00
9498-1	LOUISVILLE TIRE AND AUTO CARE					
	125413	WHEEL ALIGNMENT UNIT 2167	06/16/15	07/16/15	59.00	59.00
1172-1	LYLE SIGNS INC					
	18693	STREET SIGNS	06/04/15	07/04/15	347.72	347.72
13493-1	MAINTENANCE CONNECTION INC					
	31340	QTR WORK ORDER SOFTWARE	06/01/15	07/01/15	594.00	594.00
13784-1	MARK L BRUNNER					

Batch: 90984 Period: 07/14/15

Vendor/ Remit#	Invoice Number	Description	Invoice Date	Due Date	Invoice Amount	Check Amount
	060415	925 LAFARGE HP GRANT	06/04/15	07/04/15	14,522.12	14,522.12
13905-1	MARK ZAREMBA					
	060415	926 MAIN ST NEW CONST GRANT	06/04/15	07/04/15	19,492.50	
	061515	927 MAIN ST HP GRANT	06/15/15	07/15/15	21,341.75	
	070115	927 MAIN ST HP GRANT	07/01/15	07/31/15	37,408.75	78,243.00
14071-1	MARY RITTER					
	1520043-2	CONTRACTOR FEES FLUID RUNNING	06/30/15	07/30/15	259.35	
	1520044-1	CONTRACTOR FEES FLUID RUNNING	06/29/15	07/29/15	88.20	347.55
6939-1	MCCANDLESS TRUCK CENTER LLC					
	60415-1	DUMP TRUCKS PLOW EQUIPMENT	06/04/15	07/04/15	141,750.00	141,750.00
11072-18	MERRICK AND COMPANY					
	141011	ELDORADO CONSTRUCTION MGMT	06/12/15	07/12/15	5,649.91	
	141013	ELDORADO CONSTRUCTION MGMT	06/12/15	07/12/15	2,292.50	
	141014	PAC DESIGN	06/12/15	07/12/15	9,925.00	17,867.41
3260-1	METRO DENVER BUSINESS FORMS					
	326	PARKING TICKETS	06/10/15	07/10/15	1,319.98	1,319.98
13525-1	MICHAEL BAKER JR INC					
	907315	95TH ST BRIDGE DESIGN	05/20/15	06/19/15	16,466.81	
	908390	95TH ST BRIDGE DESIGN	06/05/15	07/05/15	54,296.52	70,763.33
14045-1	MINUTEMAN PRESS BOULDER					
	114124	SUMMER NEWSLETTER PRINTING	06/03/15	07/03/15	6,550.53	6,550.53
8	XETA WAVE LLC					
	061115	BUSINESS ASSISTANCE REBATE	06/11/15	07/11/15	2,234.00	
	061115	BUSINESS ASSISTANCE REBATE	06/11/15	07/11/15	1,117.00	3,351.00
8	TRELLEBORG SEALING SOLUTIONS					
	061215	BUSINESS ASSISTANCE REBATE	06/12/15	07/12/15	7,000.00	
	061215	BUSINESS ASSISTANCE REBATE	06/12/15	07/12/15	9,000.00	16,000.00
15	LOCKHEED MARTIN COHERENT TECH					
	063015	REFUND DUPLICATE ELEVATOR LIC	06/30/15	07/30/15	240.00	240.00
88	ATLAS CASE INC					
	42748	TRAINING LAPTOP TRAVEL CASES	06/04/15	07/04/15	521.50	
	42748	TRAINING LAPTOP TRAVEL CASES	06/04/15	07/04/15	111.75	
	42748	TRAINING LAPTOP TRAVEL CASES	06/04/15	07/04/15	111.75	745.00
12087	PETER HARPER					
	133C	SUMMER READING PROGRAM 7/21/15	02/12/15	03/14/15	250.00	250.00
22	EJ CARR					
	INV15011	GOLF COURSE PHOTO	06/11/15	07/11/15	450.00	450.00
10	DANIEL D RAU					
	945	BULK WATER METER REFUND	05/26/15	06/25/15	2,450.00	2,450.00
10	FUENTES DESIGN					

Batch: 90984 Period: 07/14/15

Vendor/ Remit#	Invoice Number	Description	Invoice Date	Due Date	Invoice Amount	Check Amount
	947	BULK WATER METER REFUND	07/02/15	08/01/15	2,450.00	2,450.00
4	ROCKY MOUNTAIN SPORTS INC					
	070215	REFUND SALES/USE TAX	07/02/15	08/01/15	550.71	550.71
6168-1	MOTION & FLOW CONTROL PRODUCTS INC					
	6067011	PARTS UNIT 5335	06/23/15	07/23/15	18.53	18.53
226-1	MOUNTAIN STATES EMPLOYERS COUNCIL					
	126899	INVESTIGATIONS	06/04/15	07/04/15	2,062.50	2,062.50
9668-1	MUNICIPAL CODE CORPORATION					
	256640	ANNUAL CODE ON INTERNET FEE	06/05/15	07/05/15	700.00	700.00
7909-1	MUNICIPAL TREATMENT EQUIP INC					
	151529	CHLORINE DIOXIDE TESTING EQUIP	06/03/15	07/03/15	1,158.99	
	151573	ROTORK ACTUATOR NWTP	06/11/15	07/11/15	5,732.00	6,890.99
13942-1	MURRAY DAHL KUECHENMEISTER & RENAUD LLP					
	12421	URBAN RENEWAL LEGAL FEES	06/30/15	07/30/15	437.50	437.50
14035-1	NANCY E THOMADSEN					
	1520039-1	CONTRACTOR FEES DISCOVER MUSIC	06/29/15	07/29/15	63.00	
	1520039-3	CONTRACTOR FEES DISCOVER MUSIC	06/29/15	07/29/15	63.00	
	1520039-4	CONTRACTOR FEES DISCOVER MUSIC	06/29/15	07/29/15	63.00	189.00
11351-1	NEOPOST USA INC					
	52848630	POSTAGE METER AGREEMENT Q3 15	06/01/15	07/01/15	135.00	135.00
13597-1	NORTH LINE GIS LLC					
	1149	ESRI ARCGIS SUPPORT	07/06/15	08/05/15	3,932.50	3,932.50
3630-1	NORTH STAR WINDOW CLEANING					
	23940	WINDOW CLEANING PC	06/22/15	07/22/15	340.00	
	29311	WINDOW CLEANING MUS	06/08/15	07/08/15	55.00	
	29335	WINDOW CLEANING LIB	06/17/15	07/17/15	2,260.00	
	29336	WINDOW CLEANING CH	06/17/15	07/17/15	380.00	3,035.00
14090-1	OCX NETWORK CONSULTANTS					
	7091-2	CITY WIDE TELEPHONE SYSTEM	06/25/15	07/25/15	51,936.21	
	7091-2	CITY WIDE TELEPHONE SYSTEM	06/25/15	07/25/15	2,604.00	54,540.21
11477-1	P.R.O.S. INC					
	LO1511S	ADULT SOFTBALL OFFICIALS	06/14/15	07/14/15	224.00	224.00
10153-1	PCS MOBILE					
	47280	NETMOTION SOFTWARE MAINT 1 YR	06/11/15	07/11/15	1,954.25	1,954.25
13898-1	PEAK FACILITATION GROUP INC					
	1539	LCC FACILITATION	06/08/15	07/08/15	770.00	770.00
13086-1	PETERSON PREDICTIVE MAINTENANCE					
	1405	PREVENTIVE MAINTENANCE	05/28/15	06/27/15	600.00	600.00
9105-1	POSTMASTER					
	070115	NEWSLETTER MAILING	07/01/15	07/31/15	2,316.57	2,316.57

Batch: 90984 Period: 07/14/15

Vendor/ Remit#	Invoice Number	Description	Invoice Date	Due Date	Invoice Amount	Check Amount
12782-1	POTABLE DIVERS INC					
	060815	POTABLE WATER TANK INSPECTIONS	06/08/15	07/08/15	7,800.00	7,800.00
3840-1	PREMIER TIRE TERMINAL					
	1694147	TIRES UNIT 5371	06/04/15	07/04/15	103.20	103.20
14109-1	PRESS PRINT SIGNS & GRAPHICS LLC					
	1638	DOWNTOWN PARKING SIGNS	06/26/15	07/26/15	2,325.00	2,325.00
14061-1	PRESTWICK GOLF GROUP					
	667213	WATER COOLER/TRASH CANS	06/10/15	07/10/15	8,083.50	8,083.50
14104-1	PROFESSIONAL SIGN LANGUAGE INTERPRETING INC					
	1506012	SIGN LANGUAGE INTERPRETING	06/04/15	07/04/15	720.00	
	1506162	SIGN LANGUAGE INTERPRETING	06/16/15	07/16/15	480.00	1,200.00
13464-1	RAINBOW BOOK COMPANY					
	IG0012327	CHILDRENS BOOKS STATE GRANT	06/15/15	07/15/15	2,288.13	
	IG0012328	CHILDRENS BOOKS STATE GRANT	06/10/15	07/10/15	959.94	
	IG0012331	CHILDRENS BOOKS AND MEDIA	06/18/15	07/18/15	67.96	
	IG0012341	CHILDRENS BOOKS AND MEDIA	06/05/15	07/05/15	166.30	3,482.33
8024-1	RC SPECIAL EVENTS					
	91260	CHAIR RENTAL VOL APPRECIATION	05/30/15	06/29/15	586.25	586.25
13893-1	REBECCA TSUI					
	615	CONTRACTOR FEES TAI CHI	06/29/15	07/29/15	378.00	378.00
6500-1	RECORDED BOOKS LLC					
	75141904	ADULT BOOKS AND MEDIA	05/29/15	06/28/15	281.60	
	75142821	ADULT BOOKS AND MEDIA	05/26/15	06/25/15	6.95	
	75159392	ADULT BOOKS AND MEDIA	06/18/15	07/18/15	198.00	486.55
13668-1	RESOURCE BASED INTERNATIONAL					
	2015-05	MAY 15 WATER RIGHTS ADMIN	06/19/15	07/19/15	7,982.50	7,982.50
14075-1	RESTAURANT SOURCE					
	3146669-IN	REFRIGERATOR RSC	06/03/15	07/03/15	2,724.61	2,724.61
13737-1	RNL DESIGN INC					
	52340	CITY SERVICES FACILITY DESIGN	03/25/15	04/24/15	7,145.00	
	52340	CITY SERVICES FACILITY DESIGN	03/25/15	04/24/15	7,145.00	
	52340	CITY SERVICES FACILITY DESIGN	03/25/15	04/24/15	7,145.00	
	52340	CITY SERVICES FACILITY DESIGN	03/25/15	04/24/15	7,145.00	
	52403	CITY SERVICES FACILITY DESIGN	04/08/15	05/08/15	8,425.00	
	52403	CITY SERVICES FACILITY DESIGN	04/08/15	05/08/15	8,425.00	
	52403	CITY SERVICES FACILITY DESIGN	04/08/15	05/08/15	8,425.00	
	52403	CITY SERVICES FACILITY DESIGN	04/08/15	05/08/15	8,425.00	62,280.00
12447-1	ROCKY MOUNTAIN ACCESS CONTROLS INC					
	2015020A-03	REPAIR DAMAGED GATE NWTP	06/12/15	07/12/15	840.00	
	2015020A-04	GATE MAINTENANCE WWTP	06/24/15	07/24/15	250.00	1,090.00

Batch: 90984 Period: 07/14/15

Vendor/ Remit#	Invoice Number	Description	Invoice Date	Due Date	Invoice Amount	Check Amount
12843-1	SCL HEALTH SYSTEM					
	24179	SCREENING	06/07/15	07/07/15	31.50	31.50
1161-1	SHARI L GRISWOLD					
	1512118-3	CONTRACTOR FEES MUSIC TOGETHER	06/04/15	07/04/15	1,001.00	
	1512118-4	CONTRACTOR FEES MUSIC TOGETHER	06/04/15	07/04/15	910.00	1,911.00
13538-1	SQUARE STATE SKATE					
	1525200-2	CONTRACTOR FEES BEG SKATEBOARD	06/26/15	07/26/15	315.00	
	1525202-2	CONTRACTOR FEE SKATEBOARD CAMP	06/15/15	07/15/15	98.00	
	1525204-2	CONTRACTOR FEE SKATEBOARD CAMP	06/17/15	07/17/15	98.00	
	1525205-2	CONTRACTOR FEE SKATEBOARD CAMP	06/18/15	07/18/15	98.00	
	1525206-2	CONTRACTOR FEE SKATEBOARD CAMP	06/19/15	07/19/15	98.00	
	1525207-2	CONTRACTOR FEE SKATEBOARD CAMP	06/19/15	07/19/15	1,792.00	
	1525208-2	CONTRACTOR FEE SKATEBOARD CAMP	06/19/15	07/19/15	140.00	2,639.00
13673-1	STERLING INFOSYSTEMS INC					
	400853A	BACKGROUND CHECK	12/31/14	01/30/15	16.35	
	427950	BACKGROUND CHECKS	05/31/15	06/30/15	1,527.51	1,543.86
13408-1	SUPERIOR TREE & TURF INC					
	3816	BROADLEAF WEED CONTROL	06/10/15	07/10/15	1,060.00	
	3817	BROADLEAF WEED CONTROL	06/10/15	07/10/15	559.00	
	3818	BROADLEAF WEED CONTROL	06/10/15	07/10/15	910.00	
	3819	BROADLEAF WEED CONTROL	06/11/15	07/11/15	956.00	
	3820	BROADLEAF WEED CONTROL	06/11/15	07/11/15	452.00	3,937.00
1201-1	SUPPLYWORKS					
	338558158	BREAKROOM SUPPLIES LIB	06/02/15	07/02/15	163.15	
	338818099	JANITORIAL SUPPLIES PC	06/04/15	07/04/15	242.78	
	338818107	JANITORIAL SUPPLIES CH	06/04/15	07/04/15	495.62	
	338818115	JANITORIAL SUPPLIES RSC	06/04/15	07/04/15	2,074.46	
	338818123	JANITORIAL SUPPLIES LIB	06/04/15	07/04/15	617.63	
	338818131	JANITORIAL SUPPLIES CS	06/04/15	07/04/15	102.54	
	339167108	BREAKROOM SUPPLIES CH	06/09/15	07/09/15	242.81	
	340312834	JANITORIAL SUPPLIES CS	06/26/15	07/26/15	421.12	4,360.11
13399-1	SUSTAINABLE TRAFFIC SOLUTIONS INC					
	060515	PASCHAL/PINE ST SIGNAL DESIGN	06/05/15	07/05/15	848.97	
	060515A	PASCHAL/PINE ST SIGNAL DESIGN	06/05/15	07/05/15	570.56	1,419.53
14020-1	TCC CORPORATION					
	PP2053115	DRAIN WORK/HVAC DRYWALL REPAIR	05/31/15	06/30/15	4,850.50	4,850.50
13053-1	TECHNOGYM USA CORP					
	15004306	POSTERIOR/ANTERIOR STRETCHERS	06/19/15	07/19/15	5,305.92	5,305.92
7917-1	THE AQUEOUS SOLUTION INC					
	65440	POOL CHEMICALS	04/07/15	05/07/15	948.54	

Batch: 90984 Period: 07/14/15

Vendor/ Remit#	Invoice Number	Description	Invoice Date	Due Date	Invoice Amount	Check Amount
	66046	POOL CHEMICALS	05/29/15	06/28/15	963.05	
	66449	POOL CHEMICALS	06/30/15	07/30/15	706.66	2,618.25
1047-1	THE DAVEY TREE EXPERT COMPANY					
	908925542	REMOVE BRUSH/DEBRIS	05/18/15	06/17/15	1,195.00	
	908979585	REMOVE TREE BRUSH/DEBRIS	06/01/15	07/01/15	160.00	
	909055997	TREE PRUNING	06/22/15	07/22/15	560.00	1,915.00
391-1	THE DENVER POST					
	063015	JOB POSTINGS ACCT #1012753	07/01/15	07/31/15	1,085.00	1,085.00
11466-1	THE RUNNING GROUP LLC					
	1520024-1	CONTRACTOR FEES MARATHON TRAIN	06/01/15	07/01/15	291.20	
	1520024-2	CONTRACTOR FEES MARATHON TRAIN	06/02/15	07/02/15	358.40	
	1520025-1	CONTRACTOR FEES SPEEDWORK	06/03/15	07/03/15	384.00	
	1520025-2	CONTRACTOR FEES SPEEDWORK	06/01/15	07/01/15	1,152.00	2,185.60
9804-1	TIMKEN MOTOR & CRANE SERVICES LLC					
	72781	CRANE INSPECTION SWTP	05/06/15	06/05/15	175.97	175.97
14077-1	TINA ROWE					
	041515	SUPERVISOR/BOLD PATROL TRNG	04/25/15	05/25/15	2,500.00	2,500.00
1111-1	TISCHLERBISE INC					
	201570000028	FISCAL MODEL UPDATE	07/01/15	07/31/15	1,202.00	1,202.00
11624-1	TOWN OF SUPERIOR					
	277	POTABLE WATER INTERCONNECTION	06/11/15	07/11/15	2,805.00	2,805.00
6609-1	TRAVELERS					
	483682	INSURANCE DEDUCTIBLE	05/29/15	06/28/15	6,005.10	
	483683	WORKS COMP DEDUCTIBLES	05/29/15	06/28/15	2,467.82	
	485370	WORKERS COMP DEDUCTIBLES	06/30/15	07/30/15	2,911.51	11,384.43
14065-1	TYLER TECHNOLOGIES INC					
	045-137985	TYLER SOFTWARE	06/19/15	07/19/15	466.48	
	045-137985	TYLER SOFTWARE	06/19/15	07/19/15	99.96	
	045-137985	TYLER SOFTWARE	06/19/15	07/19/15	99.96	666.40
4765-1	UNCC					
	21505493	MAY 15 LOCATES #48760	05/31/15	06/30/15	429.00	
	21506507	JUN 15 LOCATES #48760	06/30/15	07/30/15	614.90	1,043.90
11087-1	UNITED SITE SERVICES					
	114-2946257	TOILET RENTAL SKATE PARK	05/18/15	06/17/15	188.65	
	114-2954073	TOILET RENTAL MEMORY SQUARE	05/20/15	06/19/15	193.60	
	114-2954074	TOILET RENTAL STEINBAUGH	05/20/15	06/19/15	193.60	
	114-2954075	TOILET RENTAL PIRATES PARK	05/20/15	06/19/15	193.60	
	114-2954076	TOILET RENTAL ANNETTE BRAND	05/20/15	06/19/15	193.60	
	114-3003981	TOILET RENTAL MINERS FIELD	06/05/15	07/05/15	193.60	
	114-3003982	TOILET RENTAL CENTENNIAL PARK	06/05/15	07/05/15	193.60	

Batch: 90984 Period: 07/14/15

Vendor/ Remit#	Invoice Number	Description	Invoice Date	Due Date	Invoice Amount	Check Amount
	114-3003983	TOILET RENTAL CLEO MUDROCK	06/05/15	07/05/15	193.60	
	114-3003984	TOILET RENTAL HERITAGE PARK	06/05/15	07/05/15	193.60	
	114-3003985	TOILET RENTAL LES FIELD	06/05/15	07/05/15	166.02	
	114-3003987	TOILET RENTAL COTTONWOOD PARK	06/05/15	07/05/15	166.02	
	114-3003989	TOILET RENTAL ENRIETTO FIELD	06/05/15	07/05/15	166.02	
	114-3029647	TOILET RENTAL SKATE PARK	06/15/15	07/15/15	188.65	
	114-3037790	TOILET RENTAL MEMORY SQUARE	06/17/15	07/17/15	193.60	
	114-3037791	TOILET RENTAL STEINBAUGH	06/17/15	07/17/15	193.60	
	114-3037792	TOILET RENTAL PIRATES PARK	06/17/15	07/17/15	193.60	
	114-3037793	TOILET RENTAL ANNETTE BRAND	06/17/15	07/17/15	193.60	3,198.56
13891-1	VERIS ENVIRONMENTAL LLC					
	J001454	BIOSOLIDS HAULING	05/31/15	06/30/15	1,139.80	
	J001500	BIOSOLIDS HAULING	06/17/15	07/17/15	2,851.10	
	J001605	BIOSOLIDS HAULING	06/30/15	07/30/15	2,295.47	6,286.37
13864-1	VISION INTERNET PROVIDERS INC					
	29400	WEBSITE REDESIGN	01/30/15	03/01/15	10,735.40	10,735.40
6210-1	W BRUCE JOSS					
	062215	JUN 15 MUNICIPAL JUDGE SALARY	06/22/15	07/22/15	2,000.00	2,000.00
10332-1	WELBY GARDENS CO INC					
	150635	ANNUALS	06/09/15	07/09/15	1,238.10	
	150962	ANNUALS	06/11/15	07/11/15	180.10	1,418.20
11094-1	WESTERN DISPOSAL SERVICES					
	070115CITY	JUN 15 CITY TRASH SERVICE	07/01/15	07/31/15	2,155.05	
	070115CITY	JUN 15 CITY TRASH SERVICE	07/01/15	07/31/15	259.00	
	070115CITY	JUN 15 CITY TRASH SERVICE	07/01/15	07/31/15	155.00	
	070115CITY	JUN 15 CITY TRASH SERVICE	07/01/15	07/31/15	550.50	
	070115CITY	JUN 15 CITY TRASH SERVICE	07/01/15	07/31/15	207.50	3,327.05
12997-1	WHITESTONE CONSTRUCTION SERVICES INC					
	062915	INSTALL COVE BASE GC	06/29/15	07/29/15	632.55	632.55
5115-1	WL CONTRACTORS INC					
	25635	MAY 15 TRAFFIC SIGNAL MAINT	06/10/15	07/10/15	3,906.67	
	25635	MAY 15 TRAFFIC SIGNAL MAINT	06/10/15	07/10/15	1,041.75	
	25637	MAY 15 FIBER MAINTENANCE	06/10/15	07/10/15	100.00	5,048.42
10884-1	WORD OF MOUTH CATERING INC					
	2015-15	SR MEAL PROGRAM 6/22-7/3/15	07/03/15	08/02/15	1,960.00	1,960.00
11324-1	XCEL ENERGY					
	462462014	JUN 15 SPRINKLERS	07/01/15	07/31/15	105.19	105.19
11081-1	XEROX FINANCIAL SERVICES LLC					
	341228	JUL 15 COPIER LEASE	07/04/15	08/03/15	990.00	990.00
13507-1	YATES LAW FIRM LLC					

Batch: 90984 Period: 07/14/15

Vendor/ Remit#	Invoice Number	Description	Invoice Date	Due Date	Invoice Amount	Check Amount
	060215	MAY 15 LEGAL WATER FEES	06/02/15	07/02/15	12,252.00	12,252.00
13555-1	YOUNG REMBRANDTS - NW DENVER & BOULDER					
	1522145-1	CONTRACTOR FEES ART	06/16/15	07/16/15	373.80	373.80
					---	---
	BANK TOTAL PAYMENTS				2,106,300.04	2,106,300.04
					---	---
	GRAND TOTAL PAYMENTS				2,106,300.04	2,106,300.04

City of Louisville
COLORADO • SINCE 1878

City Council

Meeting Minutes

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

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

Roll Call was taken and the following members were present:

City Council:	***Mayor Robert Muckle, Mayor Pro Tem Hank Dalton*** ***City Council members: Susan Loo, Jay Keany,*** ***Chris Leh, Jeff Lipton and Ashley Stolzmann***
Staff Present:	***Malcolm Fleming, City Manager*** ***Kurt Kowar, Public Works Director*** ***Aaron DeJong, Economic Development Director*** ***Troy Russ, Planning & Building Safety Director*** ***Scott Robinson, Planner II*** ***Carol Hanson, Deputy City Clerk***
Others Present:	***Sam Light, City Attorney***

PLEDGE OF ALLEGIANCE

All rose for the pledge of allegiance.

APPROVAL OF AGENDA

Mayor Muckle called for changes to the agenda and hearing none, moved to approve the agenda, seconded by Council member Loo. All in favor.

PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

None heard.

APPROVAL OF THE CONSENT AGENDA

Mayor Muckle noted there were Business Assistance Agreements on the Consent Agenda. These Agreements are very consistent with what is normally included in the

agreements. He asked if there were any objections and seeing none entered the following motion:

MOTION: Mayor Muckle moved to approve the consent agenda seconded by Mayor Pro Tem Dalton. All were in favor**.**

- ***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***
- ***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***

COUNCIL INFORMATIONAL COMMENTS ON PERTINENT ITEMS NOT ON THE AGENDA

Mayor Muckle reported he had, along with members of the Historic Preservation Commission and citizens visited three landmarked buildings in town. Each landmarked building received a plaque. He noted 740 Front was landmarked, restored and open tonight as a new restaurant.

Council member Keany noted he and some Golf Course Advisory Board members took a tour of the golf course, looking good with minor exceptions. He was pleased with the progress.

CITY MANAGER'S REPORT

City Manager Fleming reported on the following:

1. Hwy 42 and Paschal Drive signal – received bids and the low bid should allow the project to be about $30,000 less than budgeted. Council approval will be sought at next week's meeting and project completion is expected before end of the year.
2. Taste of Louisville this weekend – Parking Ambassadors have been hired and will be helping people find legal parking spaces during special events. They can issue tickets but will primarily facilitate finding spaces and getting folks to events.
3. Survey on website concerning composting. He asked residents to take the survey to help staff and Western Disposal determine how to better serve residents.

REGULAR BUSINESS

RON AND JOHN SACKETT DAY PROCLAMATION

Mayor Muckle noted Council wishes to recognize the contributions of Ron and John Sackett to Coal Creek Golf Course by naming June 29, 2015, Ron and John Sackett Day at the golf course. There have been a lot of influential people involved in building and rebuilding of the golf course. Ron Sackett was instrumental during his time on Council in forming the Golf Course Advisory Board and John Sackett, his son, during his time on Council, was instrumental in the original building of the golf course. Mayor Muckle read the proclamation. He noted it would be presented on June 29th at the Golf Course. As the Mayor shook Ron Sackett's hand, the audience rose and recognized the Sacketts with their applause.

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*

Mayor Muckle requested a staff presentation.

Planning and Building and Public Safety Director Russ noted the study area extends from Via Appia to the City limits with Lafayette and from Paschal Drive down to Cannon Circle at Highway 42. Within that area, staff looked at areas of change or probable change over the next 20 years. The study considered ratios of land values to total value and what is allowed from the zoning code versus what is built there. Staff noted the areas with economic pressures which would likely result in change in the next twenty years. There were four alternatives shown. One was the current zoning with a low range estimate, a high range estimate and one in the middle looking at both building heights and a total mixture of land uses. Council directed staff to highlight within the table of the currently allowed development what has gone through the development review process and what would be defined as either vested or entitled. Staff 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. He presented the updated table with the numbers adjusted.

	Residential (units)	Office (SF)	Retail (SF)	Park (SF)
Existing	405	194,711	336,626	0
Entitled - recent	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

Planning and Building Safety Director Russ noted 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 recommended 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 the final scenarios for 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.

COUNCIL QUESTIONS

Council member Loo asked for clarification on the "entitled" portion and were there any entitled items which may have been approved long ago. Planning and Building Safety Director Russ noted they are PUD's except for the Alkonis property. PUDs are further along in detailing what can be built. He noted there were not any entitled items from years ago that staff knew of.

Mayor Muckle commented there are a few properties with potential for development. Council member Loo stated that is exactly what she was asking. Could property owners come forward and say they wanted to do certain things on their property and felt entitled to do so given the current zoning. Planning and Building Safety Director Russ stated

the allowed shows all of those. They have not gone through the development review process but are allowed by the zoning in place.

Council member Loo wanted to get a handle on anything and everything that could come before Council. There was an exercise years ago where zoning was looked at and calculations were then done to determine how many possibilities you would have. Planning and Building Safety Directly Russ stated that is shown in “Currently allowed”.

Council member Keany asked about the Cottonwood Condos and townhouses around Cottonwood Park and wondered if someone bought out each owner how many additional units could be developed. The answer was 20.

Council member Keany inquired what zoning changes would take place with this plan. Planning and Building Safety Director Russ noted the small area plan would give a land use vision and if there were zoning change recommendations staff would proceed to suggest changes to the Municipal Code. There are land use scenarios for each alternative. Council member Keany noted most developments do not fill to the maximum allowed density and wondered if there was planning industry percentage to determine potential to actual. Planning and Building Safety Director Russ wasn’t aware of an industry standard.

Council member Lipton asked to look at the proposed alternatives and what the conditional implies. Planning and Building Safety Director Russ noted it would be vetted throughout the process but based on what the community saw as important. Incentives to developers could be used to add other amenities to the City. He referred to the land use assumptions; residential shows only the floor height as conditional. General office then gave a potential 50% discount to residential, less than half the units being shown are conditional. Council member Lipton wanted to make sure they are accounted for with assumptions. Planning and Building Safety Director Russ noted they are with an assumed 50% discount. Council member Lipton noted with the alternatives considered there would be 2 story and no more than 3 story buildings.

City Manager Fleming noted the only way conditional criteria would be granted would be if Council felt it was merited. Land use description shows conditions as proposed. Senior, live/work, affordable housing, fiscal performance, limited impact on view sheds and shadows and/or public realm improvements. Special merits could lead to approval of conditional criteria for additional floors.

Council member Keany asked about affordable senior housing opposed to senior housing. Planning and Building Safety Director Russ noted staff is not asking for a vote on the conditions tonight and will work with Council to vet a very deliberate process. This presents the concept and the logic to the discount. He agreed the community has asked for affordable senior housing.

Mayor Muckle called for public comment and noted the public could speak to the Small Area Plan and Main Street realignment.

PUBLIC COMMENT

Joe Spanarella, 1515 Main Street, Louisville, CO recently moved his family to town and noted many know their home. They became aware of the small area plan and notably the realignment of Main Street. The family does not remember receiving notice from the City and feel they did not have a chance to dialogue with the City. They have long term plans for the property and asked the Council to explore any and all alternatives without the realignment of Main Street. He felt the realignment would not provide a gateway, it is already there. He asked Council to acknowledge the City's heritage and history and leave the properties as they are.

Jessica Spanarella, 1515 Main Street, Louisville, CO granddaughter of Fiori Tesone and Mena Digiacomo Tesone noted they had deep roots in the community. Her grandparents built the white house and raised their family there. She represented the Tesone family and asked Main Street not be realigned. She and her family moved into her grandparent's home two months ago with intentions of landmarking, restoring and keeping the property in the Tesone family. She asked Council to not realign Main Street.

Herb Newbold, 9750 Empire Road, Louisville, CO noted he had handed out a presentation on Main Street realignment to the Council members. He stated he moved to Louisville in the 70's. He and his wife bought the Digiacomo property as an investment and moved the home to a lot on Front Street to preserve it. He asked Council to let them preserve their investment in the property. From an engineering viewpoint, he didn't feel the plans justified the realignment of Main Street. The goal was to provide a bicycle/pedestrian access/underpass and a gateway. He did not see the plans as providing that. He felt the natural elevation allows for a better underpass at the railroad than near the Alfalfa's area. He thought there were better ways to accomplish the goal than displacing people.

Sherry Sommer, 910 S. Palisade Court, Louisville, CO asked Council to respect history. She asked for careful, thoughtful concern about the demographics in Louisville and possibly providing nothing for the middle class. She asked the City to look at not growing too much and providing a chance for families to move in here.

Martha Parks, 928 Arapahoe Circle, Louisville, CO a third generation Coloradoan, moved here in 1996 and chose Louisville as the place for her family to grow up in. She was concerned about density, demographics, and young people not able to afford to live here. She noted as a senior she will not be able to afford to live here. She wanted Louisville to maintain its small town feel. She asked Council to consider long term effects; overcrowding of schools, traffic, air pollution and water.

John Leary, 1116 LaFarge, Louisville, CO thought it would be helpful to separate the allowed into property that has not been developed and has been developed which

would allow more units. He thought the abstract questions in the survey could not address what we need more of without providing specific numbers.

Mike Dee, owner of 1125 Pine Street and Petra Properties, noted his property is not in the SBR connection but part of the Lee Street connection. He could not attend the last meeting concerning his property. He spoke to the limbo he had been in with his property and felt if things were in the master plan, the City should not be waffling. He read a letter he had written to Council concerning the Lee Street extension and the position it left him in. He asked for confirmation the City would not be using this property in the future.

Melissa Malerba, 1565 Main Street, Louisville, CO has spoken three times pleading for the Council to not take her home for the realignment. She did want her hands tied while the City decides what to do. She wants to be able to sell, make improvements and pled with Council to make a decision so she could move on. She did not see the value of further studies and spending more dollars.

COUNCIL COMMENT

Council member Lipton asked about a presentation on the Main Street realignment. Planning and Building Safety Director Russ noted it had been presented at the last meeting. It was decided to not do the presentation again.

Council member Loo asked Attorney Light since she was not present for the presentation on realignment could she vote. City Attorney Light noted it was not necessary to recuse herself since this was not a quasi-judicial matter. Staff is looking for direction on the items to further analyze for the Comprehensive Plan.

Council member Loo stated she was moved by resident's pleas and would be voting to release their properties from the planning process.

Council member Keany noted after hearing the public comment he had no interest in realigning Main Street. He suggested evaluating an overpass instead of an underpass.

Council member Lipton noted when he was on Planning Commission he was concerned about the Main Street realignment. He advised caution about impacting existing neighborhoods with roads. It may not be the optimal transportation solution to not realign Main Street, but other alternatives could be found to not negatively impact the residents.

Council member Leh noted traffic was an issue he heard about during his campaign. He had heard some support for this realignment, but thought the impacts to the residents were perhaps not clear. Benefits are not likely to happen with further study. He agreed with Council member Lipton it would change the neighborhood and didn't

see the change as a real reduction of traffic. He felt creative staff and open minded citizens could find a solution with no further study.

Mayor Muckle asked the unhappiness be directed his way. He felt the realignment of Main Street was a reasonable consideration within abstract terms. He found the testimony compelling and didn't have any interest in taking homes, let alone historic homes.

MOTION: Mayor Muckle moved to not pursue realignment of Main Street in the next phases of the South Boulder Road Small Area Plan. Council member Lipton seconded. Voice vote 6-1, Dalton opposing.

Mayor Muckle suggested Council release the 1125 Pine Street property with bringing it back as a future agenda item. The property owner asked for expediency.

Council member Stolzmann asked Council to consider endorsing three principles as they move forward with the small area plan to relieve resident anxiety.
1. No changes to zoning to allow for additional high density housing in this corridor.
2. Respect individual property owner rights.
3. Minimize conditional zoning so community members have more certainty.
She addressed senior and affordable housing. She noted there was a significant increase in senior and affordable housing with the annexation of the Boulder County property. She suggested going over the other public improvements carefully as these are not the only homeowners who would be impacted. She felt existing zoning is the best option presented. This will add more residential, but the other options result in even more residential. She saw little benefit in studying the Survey or Workshop option because the retail and office projections will not be supported by market realities.

Council member Lipton felt Council member Stolzmann had basically articulated his stand. He suggested general principles to agree on based on what has been seen. He thought this corridor was maxed out and was not in favor of going further than already allowed. He was not convinced any high density should be allowed, even conditionally. He was leaning toward a go slow strategy.

Council member Loo wanted to revisit Council member Stolzmann's suggested principles.

Council member Stolzmann described her method of arriving at an estimate of residential housing with the current zoning. She noted it was similar to what planning referred to as entitled but was slightly less, by taking out the properties she saw as highly unlikely to be redeveloped.

Council member Keany stated he generally supported the first principle.

City Attorney Light cautioned Council against putting this support for the principles in the form of a motion but could proceed by noting this was to guide staff. He stated Council

would not want to endorse a principle that would suggest the City would never entertain an ordinance to make some changes to the zoning code.

Council member Lipton asked for consensus on what defines high density housing. Council member Stolzmann said her intent was to cool the temperature of the discussion so citizens knew the Council had listened and was not proposing any additions to high density housing over the zoning currently allowed.

Council member Lipton suggested the first principle read “not approve housing above what the zoning already allows”. Council member Stolzmann agreed as did Mayor Muckle.

Mayor Muckle asked if anyone disagreed with the second principle. He heard no disagreement. He noted he would go along with the third principle as long as it did not say conditional was not allowed. He felt conditional uses could be beneficial.

Planning and Building Safety Director Russ asked for clarification of the second principle.

Council member Lipton noted he saw it as not going below what is in place for entitlements and zoning. Planning and Building Safety Director Russ asked if building heights and design guidelines for building placement were still on the table for discussion. Council member Lipton felt they were and could be topics of further discussion; the numbers seem to be what is consuming Council at this point.

Council member Leh suggested perhaps the second principle could be taken out, not because Council didn’t want to respect property rights, but there is willingness and ability by Council to follow the law and what is already in place which demands respect for those rights.

Council member Loo felt it was relatively simple thing to be thoughtful about running a road through private property. She wanted to leave the principle in.

Council member Stolzmann was comfortable taking it out if Council went through each public improvement. She noted with all the marks on the map, staff should be aware of the residents being affected. She wanted a message sent that Council was not making decisions counter-productive to those residents and the community’s mission.

Council member Leh noted when doing any planning there was a certain amount of marking maps up that is normal. He did not want to potentially create property rights that don’t exist. Council member Stolzmann wanted to give staff direction to help better align with the community.

Mayor Muckle agreed if you never mark up a map, you make a decision there will never be a different vision for the City even if it is really good. He suggested a principle of transparency.

Planning and Building Safety Director Russ encouraged a principle of transparency and noted it is already followed to instill confidence in the Council and citizenry. A property right is a scale question; can the sight accommodate a public investment and still return a yield. Many of the improvements in town would not be there if the City's desire was not combined with the private sector's investment in redevelopment.

Council member Stolzmann suggested a better wording might be "provide full analysis of the impacts of alternatives on existing land use".

Mayor Muckle asked for a motion on the principles. City Attorney Light suggested Council could entertain a motion to endorse the principles to guide further staff analysis on the preparation of the South Boulder Road Small Area Plan.

MOTION**:** Council member Stolzmann moved to endorse the following principles to guide further staff analysis on the preparation of the South Boulder Road Small Area Plan:
1. No changes in zoning to allow for increases in residential housing above that currently allowed.
2. Provide full analysis of impacts of alternatives on existing land uses
3. Minimize conditional zoning
Seconded by Mayor Pro Tem Dalton.

Council member Leh asked if there should be a specific statement about transparency. Council member Stolzmann accepted that as a friendly amendment and added the principle:
4. Be transparent.
Seconder accepted the amendment.

Motion passed unanimously.

Mayor Muckle suggested staff be directed to analyze the alternatives Council chooses. He supported staff's selection of Workshop and Survey alternatives and encouraged more than one fiscal model, to reflect the reasonably expected scale.

Council member Stolzmann wanted consideration of the Commercial Development Design Standards to view what is and is not working with the existing land use. The reason she didn't see a reason to do a full analysis on the options proposed, was because of the retail and office scenarios. She did not see a reason to do a detailed fiscal analysis of scenarios not based in reality. Looking at design guidelines with the existing and entitled would be useful.

Council member Leh was supportive of Council member Stolzmann's suggestion. He was conscious of staff time and scope of study. He tends to like more than one alternative or version. He was not sure the Market alternative was worth studying but the other two are worthwhile. He felt the thoughts brought in by the survey should be considered since it represents more of the entire town.

Council member Stolzmann felt it important to separate the public improvements out of the options and Council go over them in details regardless of the chosen alternative.

Mayor Muckle suggested an alternative that was both workshop and survey and incorporate some of the market studies.

Council member Loo supported some blend and noted staff did recommend taking the market alternative off the table. She suggested some blend of the workshop and survey.

Mayor Muckle said staff could be directed to study existing, entitled and a workshop/survey blend.

Council member Stolzmann asked if that was about public improvements in a workshop/survey blend. She noted they had talked about not increasing housing and the survey option contains housing.

Mayor Muckle noted perhaps this would be a new alternative taking into account the principles just encouraged or perhaps just direct staff to study entitled and existing.

Council member Lipton was surprised at the potential in currently allowed of increased office/retail. He suggested tempering those numbers due to market reality. The implication on traffic could be extreme.

Mayor Muckle noted this is why the study is being conducted. Looking at currently allowed and the resulting increases may not be actually what the City wants to see happen over next 20 years. Council member Lipton asked how you change that and still respect current zoning.

Council member Keany had trouble envisioning a million square feet of possible additional office without significant redevelopment. Planning and Building Safety Director Russ noted it came from additional stories.

Council member Lipton noted there could be re-development. He asked if there was a want for a suburban or urbanized feel to the corridor.

Council member Keany noted the public wanted suburban not urban from what he had heard.

Council member Lipton suggested more discussion after staff had a chance to study and flesh it out.

Mayor Muckle asked if Council was willing to let staff go forward with current suggestions.

City Manager Fleming summarized. The market alternative is off the table. There is a question on the currently allowed about how realistic it is, based on the maximum build-out per current zoning. The analysis should look more closely at individual parcels of land to determine what might develop. He noted this would likely bring the numbers down somewhat in all three categories.

Mayor Muckle suggested looking at what is realistic and creating an alternative option.

Council member Keany suggested some Planning Commission members and Council members work with staff to move the process along. Mayor Muckle supported directing staff to compare existing, entitled and a new blended option.

Council member Stolzmann wanted not "entitled" but a "likely estimate" and calling it a workshop blend.

Mayor Muckle noted Council is asking staff to proceed to next level of study by comparing existing land use, a likely estimate and a workshop blend.

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

Mayor Muckle requested a staff presentation.

Council member Keany asked if Council should proceed with the McCaslin survey if the South Boulder Road Small Area Plan is not progressing. Council member Stolzmann supported the suggestion with the idea of learning from the first process.

Council member Lipton wanted to be realistic about how long South Boulder Road would take. If McCaslin is delayed, the Council may have to react to not what is wanted but what is already there. He suggested moving forward.

Planning and Building Safety Director Russ suggested for the South Boulder Road Plan, staff only look at the allowed land uses from a zoning perspective and strictly from a design perspective. He noted with the principles there is no reason to look at the different land use scenarios. The community expressed wanting a more walkable environment and enjoyed what they saw in the Alfalfa's development design. He suggested in the SBR small area a plan to divorce zoning from design. The market will dictate development on the corridor and he didn't want to delay the McCaslin corridor planning.

Mayor Muckle wanted more than just design but also a fiscal model. He noted Planning and Safety Building Director Russ was suggesting the next step in the process only on allowed zoning.

Council member Stolzmann urged Council to continue this later as most of the audience left. She noted she had suggested evaluating the Commercial Development Design Standards to highlight what is and is not working.

Council member Leh felt there was no radical change of course. He felt Planning and Building Safety Director Russ had articulated one way to move forward and was trying to reflect what Council was discussing. Mayor Muckle agreed and noted there had to be some discretion to allow staff judgement on how to move on. He wanted to continue with the McCaslin discussion.

Council member Lipton suggested moving forward with McCaslin and incorporating lessons learned.

Mayor Muckle called for a staff presentation.

Planner II Robinson updated Council on this item 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.

Staff asked for Council direction on any desired changes to the proposed survey questions and related information.

Mayor Muckle called for public comment

PUBLIC COMMENT

Sherry Sommer, 910 S. Palisade Ct., Louisville, CO suggested looking at the design and how it is made, how the survey questions are posed and what conclusions were drawn.

John Leary, 1116 La Farge, Louisville, CO wanted the questions put in context and positioned to help people understand the purpose of the area and how it is functioning

now. Help them understand so they can determine if it needs to be changed. Doing things in the abstract will not provide good information.

COUNCIL COMMENTS

Council member Lipton asked about question #7. It has to do with sales and use tax rebates, not a land use decision. This is for grants to promote business and he suggested not getting into issues of financing and thought the question was to be removed. On question #8 he suggested changing to "would you support each of the following types of residences, if any". He wanted to allow for a "none of the above" response. Planner II Robinson confirmed that response was included.

Council member Loo questioned whether people understood the terms used for housing types. She suggested testing the concept.

Council member Keany felt the terms were common except perhaps mixed use. He asked if there was any discussion about the difference in value between residential and commercial or changing uses.

Planning and Building Safety Director Russ noted the participants of the workshop receive more detail. The Envision Louisville site does not contain the narration or the facilitation provided at the workshop, but similar questions. The community wide survey is to show the desire of the community. Those are blended to allow Council to make a decision. This broad brush approach of public outreach allows Council to then get into specifics.

Mayor Muckle agreed there needed to be some context to what is currently in the area and proposed a question "the area covered by the McCaslin Small Area Plan has the purpose of providing a commercial tax base for Louisville. It consists of land set aside for retail and office developments. The retail outlets provide shopping and dining opportunities for residents and nonresidents. Offices provide customers for retail stores and dining outlets as well as commercial property taxes. The area provides approximately 53% of Louisville's retail tax revenue and 32% of our consumer use tax. How would you like to see this area used in the future - Please choose one of the following: 1. Continuous present use of office and retail stores 2. Consider rezoning to allow for a mix of high density residential development, retail outlets and office buildings 3. Rezone for single family use, retail outlets and office buildings."
He agreed with staff in not asking if the community wanted housing in places already determined to not have it. He was not opposed to asking about Sam's club specifically, what the residents would like to see. He would like to see the design questions.

Council member Lipton liked Mayor Muckle's suggestions and wanted to also get rid of question #7. He liked the idea of setting the foundation in the first suggested question, but was uncertain about the Sam's club question because of the complexity of the issues there.

Council member Loo felt no one likely wanted to see residential on the Sam's club site. Council member Leh wanted community input on alternatives they might tolerate.

Planner II Robinson noted the first proposed question might have some of same problems as question 8. He was concerned about framing the questions with fiscal language. He suggested putting the area description in the introductory letter.

Council member Stolzmann suggested instead of doing a survey to get a range, staff do a low, medium and high and then survey the alternatives. Mayor Muckle wasn't sure how to accomplish that.

Planning and Building Safety Director Russ asked about land use mixture with high, medium, low and a variety of uses and let staff provide that high, medium, low. Then the survey could be done from a community character perspective. Physical form and character information will inform design guidelines and staff can create a range dropping the use questions out of the survey. The form questions would stay in place and could even be expanded.

Council member Stolzmann noted this would leave the picture questions in and take most of the word questions out.

MOTION : Mayor Muckle moved direction to staff be to get design and form information and not ask use questions. He also moved the Current use information be a part of the cover letter. Dalton seconded. All in favor.

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

Mayor Muckle requested a staff presentation.

Scott Robinson, Planner II, reviewed the study area along McCaslin Boulevard.

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

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

Phase 1 - Desire
• Opportunities/Constraints analysis
• Project measures of success

Community Input
• Urban Land Institute Technical Advisory Panel (ULITAP)
• www.EnvisionLouisvilleCO.com
• Public kick-off meeting

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

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

Kick-off Meeting
• Dot exercise to show likes, dislikes and things needing immediate change
• Small group discussions

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

Opportunities/Constraints
Opportunities
• 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

Constraints
• 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

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

COUNCIL COMMENTS

Council member Loo thought the second opportunity needs to be further expanded for explanation. She wanted the second to last constraint more defined.

Planner II Robinson noted there were constraints on how well the businesses there can do. Constraints include getting there, the disparity between daytime and nighttime revenue and the open space surrounding which, of course, does not include residential.

Council member Loo wanted to break it up and make sure it is understandable. Mayor Muckle agreed market capture needed to be better defined.

Council member Stolzmann suggested removing the comment concerning the school's ability to handle the growth. A letter from the school district indicated Monarch High School and Monarch K-8 may not have the capacity with the development of Superior Town Center.

Mayor Muckle asked if there were other social infrastructures besides schools. Planner II Robinson noted the discussion centered on Fireside Elementary and the ability to accommodate growth. Mayor Muckle suggested dropping the item as an opportunity but not adding it to the constraints. There were no objections.

Council member Loo wanted a better definition of public gathering spaces. She felt it was too vague. Mayor Muckle agreed more clarity was needed.

Mayor Muckle felt the last constraint "lack of community consensus" was what the plan was trying to accomplish.

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?

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?

COUNCIL COMMENTS

Council member Stolzmann wanted to add how commuters coming into the community get from the bus to work and around during the day.

Planning and Building Safety Director Russ suggested adding the "final mile". How accessible is the station, to and from, and hit the key aspects. He asked if Council member Stolzmann was seeing an increase of connectivity with the existing uses.

Council member Stolzmann confirmed she was concerned about commuters in and out and noted it could be separated into final mile and parking.

Council member Keany asked about 1a "increasing connectivity". Planning and Building Safety Director Russ noted this could be through redevelopment which would have less impact on property rights and would be one of the measures to test against.

Mayor Muckle saw this as coming through redevelopment or something mutually beneficial to the businesses, property owners and the community.

• 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

NO COUNCIL COMMENT

• 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?

NO COUNCIL COMMENT

• 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?

COUNCIL COMMENT

Council member Stolzmann asked to change c) to a). Mayor Muckle agreed the fiscal benefits should be at the top of the list.

• 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

NO COUNCIL COMMENT

• 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?

NO COUNCIL COMMENT

Mayor Muckle noted Council direction had been given and called for the next agenda item.

DELO PLAZA

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

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

City Attorney Light introduced Ordinance No. 1693, Series 2015 and Resolution No. 36, Series 2015. He noted this is continuance of a public hearing and staff is recommending a continuance.

Mayor Muckle opened the public hearing and moved Ordinance No. 1639, Series 2015 be continued to July 14, 2015. Mayor Pro Tem Dalton seconded. All in favor.

Mayor Muckle moved Resolution No. 36, Series 2015 be continued to the July 14, 2015 meeting. Council member Keany seconded. All in favor.

PUBLIC COMMENT

Sherry Sommer, 910 S. Palisade Ct., Louisville, CO asked to speak about the previous discussion item. She noted the Sam's Club is being used as a church currently and she felt the church is doing good work in the community.

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

City Attorney Light introduced Ordinance No. 1691, Series 2015 and noted it was before Council on second reading.

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

Planning and Building Safety Director Russ noted Live-Work is not a new concept. The proposed definition of Live-Work means a single lot with one or more structures combining 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.

• 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.

The ordinance 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.

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 sixty six percent (66%) of the total floor area of the development.

3) 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.

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.

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.

Planning Commission reviewed this and had a detailed discussion on water tap fees and metering, historic preservation incentives and the scale of development. Discussion included fiscal concerns which staff checked with the County Assessor who is not concerned about this land use as they tax proportionately according to the commercial or residential use. The Planning Commission voted unanimously (7-0) to recommend the amendment to Title 17 be forwarded to City Council for consideration.

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.

PUBLIC COMMENT

Mayor Muckle called for public comment and hearing none, called for Council comment.

COUNCIL COMMENT

Council member Stolzmann thought it was a good idea to keep the water tap fees separate.

MOTION: Council member Stolzmann moved to approve Ordinance No. 1691, Series 2015. Seconded by Council Member Lipton.

City Attorney Light suggested a revision to the phrase Sec. 17.16.320 A 1. The commercial and residential portions of the live-work use shall remain under single ownership and shall not be subdivided, used as townhomes, multi-family dwellings or condominiums or otherwise divided in ownership.

Motioner and seconder accepted the amendment. Roll call vote 7-0.

2015 STREET RESURFACING PROJECT AND 2015 CONCRETE REPLACEMENT PROJECT

Mayor Muckle requested a staff presentation.

Public Works Director Kowar stated 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.

Staff is working on the sequencing of the projects to lessen the impact on the downtown restaurants. The miscellaneous concrete work includes curbs, sidewalks that are not level, as well as parks and trail concrete improvements. The parking lot expansion involves miscellaneous work to achieve the development requirements with expectation of completion late summer or early fall. He noted this was a significant change and improvement from the approved budget and acknowledged Cherry Street was not on the arterial program but felt the funds were being used where they are most needed.

COUNCIL QUESTIONS

Council member Stolzmann asked if the Main Street resurfacing included brick leveling and noted the bricks needing leveling are not just on Main Street.

Public Works Director Kowar said yes brick leveling was included on Main Street and the other areas could be addressed as time and budget permits.

Council member Stolzmann suggested addressing the areas where there are tripping hazards.

Council member Keany asked if there was concern over only one paving bid. Public Works Director Kowar noted he is always concerned but noted this contractor has a good reputation and responded well in the past.

Council member Loo asked about the roads we are not going to do now but planning for future repair. City Manager Fleming noted the budget for 2016 to 2020 reflects those segments.

Mayor Muckle called for public comment and heard none.

MOTION: Mayor Muckle moved approval of the 2015 Street Resurfacing Project and the 2015 Concrete Replacement Project contracts. Council member Leh seconded. Roll Call Vote: Motion passed 7-0.

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

Mayor Muckle called for a staff presentation.

Public Works Director Kowar stated 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 functions.

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 performed on a daily basis. Design elements will reduce the amount of sediment and debris entering 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 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. 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 Disaster Recovery Funds.

COUNCIL COMMENT

Council member Stolzmann asked about the timing constraints with regard to reimbursement. Public Works Director Kowar noted things begin to expire towards next year but does not preclude extensions.

Mayor Muckle called for public comment.

PUBLIC COMMENT

The project manager for Glacier Construction thanked Council for the opportunity to complete this project.

COUNCIL COMMENT

Council member Stolzmann thanked the project manager from Glacier for attending. Realizing the time constraints on this project, she suggested the Water Committee weigh in on these projects in the future.

Public Works Director Kowar noted there had been conversation about the bids going through the Water Committee. Council member Lipton thought the Water Committee should look at the broad picture but felt the contracts could be approved by the City Manager and Council.

Council member Stolzmann noted the dollar amount had increased substantially and would have appreciated the Water Committee taking a look. Council member Lipton asked why the price had nearly doubled.

Public Works Director Kowar noted the $750,000 was put in the budget as an estimate and then a million dollars was put in the Utility Rate Plan. The most recent budget amendment increased the best estimate for the construction contract to $1.2 million which was short. The carry forward number was not the gross project number and he agreed staff could do a better job of providing the total project accounting.

City Manager Fleming stated much of the project cost here is expected to be reimbursed so the net contribution by the City will be less than originally budgeted.

MOTION: Mayor Muckle moved to approve the construction services agreement with Glacier Construction Company for the Eldorado Springs raw water intake. Council member Stolzmann seconded. Roll Call Vote: Motion passed 7-0.

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

Mayor Muckle called for a City Attorney introduction.

City Attorney Light introduced Ordinance No. 1695, Series 2015.

MOTION: Mayor Muckle moved to approve Ordinance No.1695 Series 2015 on first reading, ordered it published and set a public hearing for July 14, 2015, seconded by Council member Lipton. All were in favor.

CITY ATTORNEY'S REPORT

City Attorney Light noted the Governor signed Urban Renewal legislation which may have impact to the City. The Revitalization Commission will look at it to determine if there is impact on the current urban renewal program or items to be considered in the future.

In April Council passed Ordinance No.1683 approving a loan with Colorado Water Resources and Power Development Authority. City Attorney Light reported the loan closed with a final interest rate of 2.81 %.

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

Council member Loo asked the urban renewal bill be reviewed to look at banks and refinancing of bonds. City Attorney Light agreed it would be looked at and how a refinancing might be affected.

Council member Leh recently attended his college 30 year reunion and heard a panel discussion on "Is Government Dysfunctional". He proudly noticed the things the panel suggested as solutions are already being done at the Louisville City Council.

ADJOURN

MOTION: Mayor Muckle moved for adjournment, seconded by Mayor Pro Tem Dalton. All were in favor. The meeting adjourned at 10:23 p.m.

_____
Robert P. Muckle, Mayor

_____
Carol Hanson, Deputy City Clerk

City of Louisville
COLORADO • SINCE 1878

City Council
Special Meeting Minutes
June 9, 2015
Louisville Public Library
951 Spruce Street
4:30 PM

Call to Order – Council member Keany called the meeting to order at 4:40 p.m.

Roll Call was taken and the following members were present:

City Council:	***Mayor Robert Muckle (arrives 4:45 pm), City Council members: Ashley Stolzmann, Jeff Lipton, Susan Loo, Jay Keany and Chris Leh.***
Absent:	***Mayor Pro Tem Hank Dalton***
Staff Present:	***Malcolm Fleming, City Manager*** ***Heather Balser, Deputy City Manager*** ***Kevin Watson, Finance Director*** ***Kurt Kowar, Public Works Director*** ***Aaron DeJong, Economic Development Director*** ***Troy Russ, Planning & Building Safety Director*** ***Dave Hayes, Police Chief*** ***Beth Barrett, Library & Museum Director*** ***Bridget Bacon, Historical Museum Coordinator*** ***Chris Neves, IT Director*** ***Kathleen Hix, Human Resources Director*** ***Meredyth Muth, Public Relations Manager*** ***Lauren Trice, Planner*** ***Carol Hanson, Deputy City Clerk***

APPROVAL OF AGENDA

Council member Keany called for changes to the agenda and hearing none moved to approve the agenda, seconded by Council member Leh. All in favor. Absent: Mayor Muckle and Mayor Pro Tem Dalton.

APPROVAL OF CONSENT AGENDA

Council member Keany called for changes to the consent agenda and hearing none, moved to approve the agenda, seconded by Council member Stolzmann. All were in favor. Absent: Mayor Muckle and Mayor Pro Tem Dalton.

A. Approval of Bills
B. Approval of Minutes – May 19, 2015; May 26, 2015
C. Award Bid For the 2015 State Highway 42 And Paschal Drive Traffic Signal Installation Project
D. Approve Resolution No. 37, Series 2015, a Resolution Approving a Final Subdivision Replat For a Property Located at 1055 E. Lafayette Street, in the Industrial Area Subdivision, Adjacent to the DELO Subdivision
E. Approve Resolution No. 38, Series 2015, A Resolution Approving an Amendment to an Existing Final Planned Unit Development (PUD) Plan (Cheng's Place) to Allow for a 698 Square Foot Addition, New Entrance and Modified Circulation Pattern
F. Approve Purchase of John Deere 4066R Tractor

BUDGET RETREAT: DISCUSSION/DIRECTION ON THE 2016-2020 CAPITAL IMPROVEMENT PLAN (CIP) AND RELATED ISSUES

Council member Keany noted this was Council's Budget Retreat and called for a staff presentation.

City Manager Fleming stated staff will review and ask for Council discussion and direction on the following:

- Revenue assumptions, expenditure targets and major fund financial forecasts
- 2016-2020 Capital Improvements Plan (CIP).
- Draft Update of Financial Policies
- Potential Contributing Projects for 2016
- Budget Calendar

Revenue assumptions, expenditure targets and major fund financial forecasts

City Manager Fleming explained to anticipate the funding available to pay for the projects proposed in the CIP, and for the departmental operations Council will consider later in the budget process, staff updates the revenue assumptions and expenditure targets on which the Long-Term Financial Forecasts are based. Staff wants Council to discuss and provide staff with direction on any changes Council believes may be necessary for the Revenue Assumptions and Expenditure Targets. Changes in these assumptions and targets will affect the Fund Financial Forecasts. He summarized some of the more significant assumptions and targets affecting the funds containing capital projects.

He noted all these assumptions and targets are simply a place to start the 2016 budget process and will be revised over the next five months as updated information is received on the local economy and building projects.

Using the initial assumptions and targets, coupled with the recommended C-I-P, staff developed preliminary five-year financial plans for all the funds containing capital projects: General Fund and Capital Projects Fund, Conservation Trust – Lottery Fund, Cemetery Fund, Combined Utility Fund, Golf Course Fund and Internal Service Funds.

City Manager Fleming summarized the projected revenue, expenditures, and fund balances for each of the funds and noted the fund projections will be continuously updated throughout the 2016 budget process.

COUNCIL COMMENTS

Council member Stolzmann asked about how TABOR might affect the revenue from property tax due to the increased assessments being seen and if turn backs were anticipated. Finance Director Watson noted the City "de-bruced" property tax so there would be no required turn backs, however, the City could voluntarily reduce the mill levy. He noted the assessments and building numbers are likely low and will be adjusted when the County sends the preliminary assessed valuation.

City Manager Fleming noted the numbers will be updated throughout the budget process.

Council member Lipton asked for subtotals in each revenue category. Finance Director Watson cautioned there would need to be a way to ensure readers know they are seeing subtotals as not all the revenues are included.

STAFF PRESENTATION

City Manager Fleming noted the history and impacts on revenue such as the sales tax drop due to the Home Depot in Boulder and the increase brought in by the consumer use tax. He commented that purchasing power over time is eroded by inflation. Building related revenue is volatile and relatively small compared to sales tax.

He discussed the Expenditure targets and noted the 2015 increase in wages was due to increased staff, mostly at the golf course. Likewise, the temporary wage increase was due mostly to golf course. He anticipated Parks and Recreation Director Stevens and his staff would make the golf course at least a break even operation and generate enough revenue to cover the capital costs as well. The benefits also reflect an increase due to increased staff.

COUNCIL COMMENT

Council member Leh asked about the increase in FTE's from last year and health care cost increases. Human Resources Director Hix said about 19 FTE's had been added, with most of those at the Golf Course.
Council member Leh felt the increase in health care costs exceeded the proportionate percentage of added staff.

City Manager Fleming stated there were some significant changes in purchased services; professional services have provided a lot of design work for construction projects.

Council member Loo asked if there was comfort in the percentage changes. She thought they were large compared to actual and wondered if the way they are estimated needed to change.

City Manager Fleming replied staff tries to be cautious and estimate high on expenditures. It assumes percentage increases over time and does not reflect adding staff in the future. Might be understated if staff is added and will always be constrained by available revenue.

Council member Leh asked if adding no staff was realistic. City Manager Fleming answered yes because the ability to add staff is constrained by revenues coming in. He noted if large projects are done, operational costs would have to be considered and perhaps the project can't be maintained without additional staff.

Council member Lipton asked about staffing during the last budget process and said there seemed to be no department head seeing a need for adding additional staff. He encouraged being conservative on both the expense and revenue side of budget. He didn't want to run into problems in the middle of the year and liked what staff was doing and preferred leftover money instead of not enough.

City Manager Fleming noted 2015 numbers reflected significant capital projects, the golf course, and new staff in a number of areas. 2016 will not see the same increase as was seen from 2014 to 2015. Council member Stolzmann noted in 2014, 2015 and into 2016 there is intentional spending down of reserves for major projects.

Council member Lipton asked what the assumption was for vacancy savings. City Manager Fleming noted there is an assumption of a 3% turn back overall and wanted the best estimate for the future to neither be overly cautious or optimistic.

City Manager Fleming showed the General Fund history and projection. The fund is above the 15% minimum in 2020, and he would like to see it above that minimum in the next 5 years but it will take some fiscal restraint.

Council member Lipton wanted to see General Fund reserves as a percentage of expenditures by year.

City Manager Fleming addressed the Capital Projects Fund. Council member Keany noted there was no reserve line for capital improvements. City Manager Fleming said no, but it could be addressed and would look to Council for suggestions on what the target reserves should be.

City Manager Fleming noted the Open Space and Parks Fund reflected General Fund transfers to build it up for anticipated expenditures. The Combined Utility Funds include the rate increases for 2016 and the anticipated increases for subsequent years as well as the debt service and loan service requirements. He noted the five year CIP reflected all the projects with a drop back to a more normal level in 2017.

PUBLIC COMMENT

An audience member asked if there were a catastrophe like the flood, what fund would the recovery dollars come out of. City Manager Fleming noted it would come out of multiple funds, primarily Capital Projects with revenues coming from FEMA reimbursement and some from drawing down reserves.

Michael Menaker, resident, asked about legal fees for the urban renewal legislative changes. Staff noted that would be part of the operational budget.

Mayor Muckle called for a dinner break at 5:25 pm
Reconvened at 5:38 pm

City Manager Fleming noted detail for the capital projects was in the packet. He highlighted the changes he made to departmental requests in order to ensure reserves. He removed nearly $3 million worth of requested projects in coming years to maintain prudent reserves.

Council member Keany wondered if capital projects needed a reserve or could it be managed through putting off projects if a catastrophe caused the need for those dollars.

Council member Lipton expressed concern that some of the big projects were underestimated. He noted if there were a 10-20% increase in a big project, there would be a definite effect on the budget. To manage the risk, he suggested 2-3 lists of projects by desire to get them done: Critical, Nice to do, Discretionary. Then, re-evaluate during the year by looking at revenue and expenses. He noted there were good investments in capital the last few years and urged a conservative approach going forward. City Manager Fleming felt the plan incorporates that idea by providing a five year plan and based on Council feedback, staff will adjust the programs. The project budgets can also be adjusted as they get closer to budget year in which they are actually funded.

Council member Lipton wanted to manage expectations. Mayor Muckle cautioned about not over-estimating but to watch expectations since there has been so much going on recently.

Council member Lipton was more concerned about 2016 than out years. If there is a budget crisis in 2016 it will eat into what can happen in years to come.

Public Works Director Kowar noted they could share their project schedule and let Council weigh in. Council member Stolzmann noted it is more than just timing of the projects, but low and high priority.

City Manager Fleming noted the budget presentation listed immediate projects and put off others to the next years with adjustments each year to reflect Council's priorities.

Council member Loo noted the project list contains lots of recreation center related items and wanted reassurance those would not be wasted if a complete remodel occurred. City Manager Fleming said the recreation center related items that could be addressed as part of a complete remodel or expansion were delayed so they would not be wasted.

Council member Loo asked if the golf course expenditures were all in the golf course fund and were we keeping track of any subsidies from the general fund. City Manager Fleming noted we are keeping track of golf course expenditures and staff does not plan to transfer any more funding to the golf course from general fund after 2015.

Council members discussed prioritizing projects and Council member Loo noted she would like a written list of department priorities besides just having the numbered priority on the CIP sheets.

Council members decided to look at each of the CIP requests. Each CIP page number is listed with the comments received.

#10 - Trail improvements - descriptors should be in operating and capital
Find a way to explain "top coating"
Should any of this be in the GF, as maintenance/ops functions described on CIP sheet as well?

Davidson Mesa parking lot is currently muddy or dusty. Really need to do something there - gravel if asphalt is too expensive. City Manager Fleming noted Parks and Recreation Stevens plans to address with existing funds.

#11 – Tree replacement – include some fruiting/edible trees.

#13 – Park Signs – combine sheets #13 and #20 (Arboretum).

#15 – Replacement of parks equipment – question if golf course equipment – the

answer was no.

16 – Trail Projects - would like full presentation on proposed trails, prioritize differently. Connection at Washington is in wayfinding CIP sheet (confusing). Have map showing trail connections in CIP sheets and OSAB prioritize.

#19 – Trail Count Survey – Delete.

#23 – Bucket Truck – Would like equipment to be shared and share funds between Departments.

#24 – Snow removal equipment – check fund allocations.

#27 – Open Space and Parks Trails/Signs and Wayfinding - Separate signs from trail construction. More descriptive detail and detailed locations for construction.

#30 – Prescribed Burns - do sooner rather than later with fuel load caused by the recent rains. Should it be Open Space operating expense or capital expense.

#31 – Open Space Zoning – Move to sooner (2017).

#32 – Parking Lot Improvements – Where to include Davidson Mesa Parking lot?

#33 – Demonstration Gardens – Remove.

#37 – Playground Replacements – Put original request back in – high priority project.

#41 – Multi-purpose Field – Keep design in – question if $82,000 was appropriate price for the design/concern the estimated cost of the field is too low. Concern was raised about artificial turf, prefer natural grass even if more expensive.

Susan Honstein, resident, appreciated staff and Council being conservative and cautious with budgeting which brought Louisville through the recession. She asked Council to continue to examine the best use of the community's money.

#42 – Improvements at Community Park – Is this critical for 2017 – not as important as playgrounds. Could be split into multi-year project. Break up into projects if economies of scale don't preclude. Do small dog area first.

#54 – Lucity – put title on this page and others without titles.

#61 – Dual bank (VHR and 700-800) – take out sheet.

#62 - FM Radio Stations – Could they be used to broadcast special events, parking, etc. Determine cost to keep licenses active.

#63 – Interior painting - painting to be covered out of operating – take out sheet.

#67 – Police Department Basement Restrooms – Firm up the accuracy of the estimated cost.

#69 - Bus/Bike Shelter – Locate security cameras at RTD Park-n-Ride and if not nearby should stub in our own.

#70 – Library Automations – Not include in CIP, pursue grant funding.

#72 – Visitor Center and Historical Museum – Include construction in out years/In CIP.

#78 - Parking Garage Lighting Upgrade – Do sooner/move to 2016 or even 2015.

#79 - Wayfinding Implementation – Determine money spent to date and future anticipated on wayfinding. Could the sheets on this be consolidated? Some felt there is too much signage and were not supportive.

#80 – Newspaper Vending Machine – take out sheet.

#84 – Steel Ranch Railroad Underpass – is the estimate low and the allocation to funds Correct?

#89 – Quiet Zones – Continue to make progress in this area – can it be moved up – prefer to go once and all together to the PUC, consolidate funding.

#93 – Kaylix Avenue Extension South – take out drawing on North Kaylix showing through Lathrop property.

#96 – Front Street Pass Through - needs to happen next year – pass through at Community Park – confirm expiration date of 2016.

#98 – CTC/96th Street Connector – Discuss these plans and coordination with CTC at A future Study Session.

#113 – Recreation Center/Aquatics center expansion – design ideas before Council in July – then begin a public process to measure community support

#123 – Circuit Weight Equipment – Could this be done sooner?

#125 – City Entry Signs – Council member Keany wants a smaller scale welcome sign to mark the borders of town. Would like to have now, could it come out of operating budget?

#149 – Louisville Lateral Ditch Piping – prefer to leave cottonwoods, remember habitat.

#161 – no title.
#172 – no title.

Other comments/suggestions:

- Check spelling errors throughout

- Harper Lake wildlife sanctuary, create more habitat in future years.
- Campus Drive Connection – include in out years although requires private property interest.
- Golf Course Maintenance Facility/Bulk Storage Area – screen from Dillon.

Draft Update of Financial Policies

Finance Director Watson noted a staff goal was to complete an update of the Fiscal Policies.

1. General Policies
2. Reserve Policies
3. Debt Policies
4. Revenue Policies
5. Operating Budget Policies
6. Investment Policies
7. Capital Asset Management Policies
8. Accounting, Auditing and Financial Reporting Policies

Reserve Policies General Fund
• The minimum unrestricted fund balance is set at 15% of current operating expenditures, the targeted unrestricted fund balance will be at or above 20% of current operating expenditures.
• Authorizes the City Manager to reduce reserves below the target, but requires City Council authorization to reduce reserves below the minimum.

Reserve Policies Open Space & Parks Fund
• The minimum fund balance shall be maintained at or above 15% of current operating expenditures. For purpose of this policy, operating expenditures include only open space and parks operations and exclude all interfund transfers and capital outlay.
• The targeted fund balance will include the minimum fund balance plus an amount sufficient to cover the City's share (considering other likely joint partners) of the total projected cost of acquiring the three highest priority candidate open space.

Reserve Policies Combined Utility Fund

• The minimum working capital for the Water, Wastewater, and Storm Water Utility Funds shall be maintained at or above 25% of current operating expenses, as measured on the City's budgetary basis. For purpose of this policy, operating expenses are defined as all budgetary basis expenses, excluding interfund transfers and capital.

Debt Policies
• Follows best practices, on the conservative side for determining the issuing of bonds. Does not apply to the Urban Renewal Authority.

Fee Policies User Fees
• User Fees and Services Charges. The City will periodically recalculate the full cost of providing services in order to provide a basis for setting the associated user fee or service charge. Full cost shall incorporate direct and indirect costs, including operations (with City labor costs), maintenance, overhead, debt service, equipment, and capital charges. The intent of this policy is to set fees at a level that is related to the actual cost of producing the good or service. The City will also periodically examine and compare rates from other cities providing similar services. It is recognized that competing policy objectives may result in user fee levels that recover only a portion of the costs.

Fee Policies for Recreational Services.
• The City will set fees for recreational services at a level to support seventy-five percent (75%) of the direct and indirect costs of children's programs. Non-resident recreation participants will pay the regular program fees plus an additional fee of 25% or $5.00, whichever is higher.

Operating Budget Policies
• The intent is not only a balanced budget but a structurally balanced budget which means recurring revenue will meet recurring expenses.

Investment Policies
• It is the policy of the City of Louisville to invest public funds in a manner which will provide the highest investment return with the maximum security while meeting the daily cash flow demands and conforming to all Colorado Revised Statutes, the City of Louisville Charter, and the City of Louisville Municipal Code.
• Objectives. In order of priority, the primary objectives of investment activities shall be safety, liquidity, and yield.

COUNCIL COMMENT

Council member Lipton wondered if the City Manager would need authority to reduce reserves below budget. City Manager Fleming agreed and noted he would just recommend a budget amendment for City Council consideration. Finance Director Watson stated this was a flexibility tool to watch levels during the year. Council member Lipton suggested the City Manager could go below the target in the event of an emergency.

Council member Lipton asked if a 20% reserve target was a magic number. Finance Director Watson said it reflected the CGFOA standard and noted he would like to see it higher to help financial resiliency. Council members expressed a desire to increase the reserve targets.

Council member Lipton noted he would support staff looking at departmental priorities to moderate the growth in spending. City Manager Fleming asked the timeframe to increase the target in the General Fund. Council member Lipton noted if the target was 22% he would like to see it in 3 years. Mayor Muckle felt that was likely to happen with the current projections.

Open Space – Council member Lipton wanted to re-visit when properties might be available to see if we are over funding at the expense of other projects. Mayor Muckle suggested looking at this in the Finance Committee.

Council member Stolzmann wanted to account for what transferred money was being spent on and being transparent about how general fund money is being spent.

Recreation Center – Council member Loo was willing to raise the non-resident fees. Council member Lipton suggested varying the rates before making assumptions about impacts on revenues; needs to be tested. Mayor Muckle noted there are some cost recovery goals to keep in mind.

R.J. Harrington, resident, noted he had submitted an email concerning socially responsible investing. He proposed this deserved a hard look. He asked Council to look at what the investment policy was and how it affected the future of the City.

Council member Stolzmann noted socially responsible investing could be a topic of discussion to understand what people in the community thought. Council member Keany noted socially responsible investing has very different meanings for different people. Mayor Muckle noted it could be discussed at the Finance Committee. Council member Loo noted we hire investment advisors and she was confident in their advice.

Potential Contributing Projects

Council members decided to discuss the contributing projects at the July 14, 2015 City Council meeting.

Significant Dates
2016 Budget Process

• July 10, 2015 – Departments submit 2016 operational budget requests to Finance
• September 15, 2015 – City Manager presents Recommended Budget to City Council
• Monday, September 21, 2015 – City Council reviews recommended budget at study session (special meeting)

• October 13, 2015 – City Council reviews recommended budget at study session (special meeting)
• October 20, 2015 – City Council holds public hearing on Revised Recommended Budget
• November 2, 2015 – City Council presented with resolutions to adopt the budget, appropriate funds, and set the mill levy

ADJOURNMENT: Mayor Muckle Keany moved for adjournment at 10:00 p.m., seconded by Council member Muckle. All were in favor. Absent: Mayor Pro Tem Dalton.

_____
Robert P. Muckle, Mayor

_____
Carol Hanson, Deputy City Clerk

SUBJECT: **RESOLUTION NO. 39, SERIES 2015 – A RESOLUTION APPROVING A FIRST AMENDMENT TO THE AMENDED AND RESTATED BUSINESS ASSISTANCE AGREEMENT WITH CABLE TELEVISION LABORATORIES, INC. FOR THE CONSTRUCTION OF A NEW BUILDING OR MODIFICATION OF THEIR EXISTING LOCATION IN THE CITY OF LOUISVILLE**

DATE: **JULY 14, 2015**

PRESENTED BY: **AARON DEJONG, ECONOMIC DEVELOPMENT**

SUMMARY:
Staff requests City Council action on a First Amendment to the Amended and Restated Business Assistance Agreement for the expansion of Cable Television Technologies, Inc., commonly known as CableLabs.

DISCUSSION:
The City Council approved a Business Assistance Agreement on November 4, 2013 providing for rebates to CableLabs of consumer use tax paid on tangible goods purchased by the Company for the Company's use at its facility in Louisville. CableLabs is purchasing furniture and equipment for the project through a third-party lease with US Bank, and US Bank will be charging the applicable consumer use tax over the term of the lease and remiting payment to the City. The attached amendment allows the consumer use tax rebates for the initial furniture and equipment purchases to be made over a 5-year period to reflect the lease payments CableLabs is making to US Bank.

FISCAL IMPACT:
The amendment is not approving any additional rebates or extending the time for eligible purchases to occur. There is no fiscal impact associated with this amendment.

RECOMMENDATION:
Staff recommends City Council approve the attached Resolution approving a First Amendment to the Amended and Restated Business Assistance Agreement with Cable Television Technologies, Inc.

ATTACHMENTS:
1. Resolution No. 39, Series 2015
2. First Amendment
3. Amended and Restated Business Assistance Agreement

RESOLUTION NO. 39
SERIES 2015

A RESOLUTION APPROVING A FIRST AMENDMENT TO THE AMENDED AND RESTATED BUSINESS ASSISTANCE AGREEMENT WITH CABLE TELEVISION LABORATORIES, INC. FOR THE CONSTRUCTION OF A NEW BUILDING OR MODIFICATION OF THEIR EXISTING LOCATION 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 retain high-quality jobs and remain competitive with other local governments in creating assistance for occupancy of commercial space in the City; and

WHEREAS, an Amended and Restated Business Assistance Agreement was approved by the Louisville City Council on November 4, 2013; and

WHEREAS, Cable Television Laboratories, Inc. completed a major renovation of their existing Louisville location; and

WHEREAS, the purchase of qualifying equipment for consumer use tax purposes is done through a third-party lease, where the consumer use tax payments will be made to the City over a 5 year term; and

WHEREAS, the First Amendment to the Amended and Restated Business Assistance Agreement between the City and Cable Television Laboratories, Inc., is attached hereto as Exhibit "A" and incorporated herein by this reference to allow for consumer use tax rebates to be paid when consumer use taxes are paid to the City.

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

1. The proposed First Amendment to the Amended and Restated Business Assistance Agreement between the City of Louisville and Cable Television Laboratories, 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 First Amendment to the Business Assistance Agreement

FIRST AMENDMENT TO AMENDED AND RESTATED BUSINESS ASSISTANCE AGREEMENT FOR CABLE TELEVISION LABORATORIES, INC. IN THE CITY OF LOUISVILLE

This First Amendment to Amended and Restated Business Assistance ("First Amendment") is made this _____ day of_____, 2015, between the CITY OF LOUISVILLE, a Colorado home rule municipal corporation (the "City"), and CABLE TELEVISION LABORATORIES, INC. ("Company"), a Delaware nonprofit non-stock membership Corporation registered to do business in the State of Colorado.

WHEREAS, an Amended and Restated Business Assistance Agreement was entered into between the parties on October 30, 2015 (the "Agreement") as approved by Louisville City Council Resolution No. 56, Series 2013; and

WHEREAS, the parties desire to make changes to the Agreement regarding payment of the consumer use tax rebate as described in Sections 3 and 4 of the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Company hereby amend the Agreement as follows:

1. Section 3 is hereby revised to read in full as follows (new language is <u>underlined</u>):

3. <u>Use Tax Rebate – Tangible Goods</u>. For the 2014 calendar year and the 2015 calendar year through June 30, 2015, and solely for the Company's continuation 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 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. <u>Company and City agree that Company made qualifying purchases through two lease agreements with U.S. Bank Equipment Finance, dated September 10, 2014 and March 27, 2015. Pursuant to such lease agreements, U.S. Bank Equipment Finance will be collecting sales tax upon the lease payments over a five-year payment schedule and will remit such sales taxes to the City. The City shall rebate to Company 50% of the sales tax paid by Company and</u>

collected upon the lease payments made by Company under such lease agreements as in effect upon the date of City execution of this First Amendment.

2. Section 4 is hereby revised to read in full as follows (new language is underlined):

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 50% of the fees or taxes described in Sections 1, 2, and 3 paid to the City. No interest shall be paid on any amounts of fees or taxes subject to rebate. 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 needed, 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. Sales tax rebates related to lease payments under the two lease agreements described in Section 3 above will be made in annual installments within 60 days after the end of each calendar year in which U.S. Bank Equipment Finance remits sales tax to the City for lease payments under the two lease agreements, limited to no more than 50% of such sales taxes paid and collected as of the end of each calendar year, and limited further to sales taxes on such lease payments paid prior to December 31, 2020.

3. Section 6 is hereby revised to read in full as follows (new language is underlined):

6. Future Fees. The rebates provided for under Sections 1 and 2 of this Agreement are solely for the initial construction on the Project. Any subsequent construction activities shall be subject to payment without rebate of all applicable building permit fees and construction use taxes. Except as provided in Section 3 with respect to sales tax upon the lease payments made under the two existing lease agreements described therein, the rebate provided for under Section 3 is solely for the 2014 calendar year and the 2015 calendar year through June 30, 2015 and subject to the further limitations set forth in Section.

4. Effect of this Amendment. As amended by the terms hereof, the Agreement is in full force and effect and is hereby ratified by the parties, with both parties acknowledging that no defaults exist under the Agreement by the other party.

5. Conflict. In the event of any conflict between the Agreement and this Amendment, the terms and conditions of this Amendment shall control.

6. Counterparts. This Amendment may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute the binding and enforceable agreement of the parties hereto.

IN WITNESS WHEREOF, this First Amendment is made of the day and year first above written.

CABLE TELEVISION LABORATORIES, INC.

By:_____
Phil McKinney

Title:_____

ATTEST:

_____

_____
Name

Title:_____

CITY OF LOUISVILLE

By:_____
Robert P. Muckle
Mayor

ATTEST:

_____
Nancy Varra, City Clerk

AMENDED AND RESTATED
BUSINESS ASSISTANCE AGREEMENT FOR
CABLE TELEVISION LABORATORIES, INC.
IN THE CITY OF LOUISVILLE

THIS AMENDED AND RESTATED AGREEMENT ("Agreement") is made and entered into as of the 30th day of October, 2013, between the CITY OF LOUISVILLE, a Colorado home rule municipal corporation (the "City"), and CABLE TELEVISION LABORATORIES, INC. ("Company"), a Delaware nonprofit non-stock membership Corporation registered to do business in the State of Colorado.

WHEREAS, an original Business Assistance Agreement was entered into between the Parties on September 17, 2013; and

WHEREAS, the Parties desire to make changes to their original agreement and amend and restate their agreement in its entirety; and

WHEREAS, the City wishes to provide certain assistance to Company in connection with the Company's interest in either constructing a new 90,000 square feet building to own or lease within Louisville, or making major modifications to their existing facility at 858 Coal Creek Circle for the continuation of their Louisville operations (the "Project"); and

WHEREAS, Company plans to continue into either the new or modified location in Louisville in 2014; and

WHEREAS, Company's plans will bring to the City new primary jobs and retain existing jobs that complement existing Louisville businesses; and

WHEREAS, Company plans to contract for the construction of the new building or the completion of major modifications to their existing facility; and

WHEREAS, Company will own or lease the Project for the continuation of their Louisville operations; 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 the location of this economic development project within the City.

NOW THEREFORE, in consideration of the foregoing recitals and 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.

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.

3. Use Tax Rebate – Tangible Goods. For the 2014 calendar year and the 2015 calendar year through June 30, 2015, and solely for the Company's continuation 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 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.

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 50% of the fees or taxes described in Sections 1, 2, and 3 paid to the City. No interest shall be paid on any amounts of fees or taxes subject to rebate. 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 needed, 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. Use of Funds. Funds rebated pursuant to this Agreement shall be used by Company solely for obligations, improvements and/or purposes permitted under Louisville Municipal Code section 3.24.060, which may include tenant improvements for occupancy of vacant space or the expansion or creation of jobs within the City. The eligible obligations, improvements and/or purposes for the Project shall be fully satisfied, completed and/or achieved prior to payment to Company of any rebate pursuant to this Agreement.

6. Future Fees. The rebates provided for under this Agreement are solely for the initial construction on the Project. Any subsequent construction activities shall be subject to payment without rebate of all applicable building permit fees and construction use taxes. The rebate provided for under Section 3 is solely for the 2014 calendar year and the 2015 calendar year through June 30, 2015 and subject to the further limitations set forth in Section 3.

7. Entire Agreement. This instrument shall constitute the entire agreement between City and Company and supersedes any prior agreements between the parties and their agents or representatives with respect to building permit fees and construction use taxes, all of which are merged into and revoked by this Agreement with respect to its subject matter.

8. Termination. This Agreement shall terminate and become void and of no force or effect upon the City if Company has not completed and moved into the Project by June 30, 2015; or should Company fail to comply with any City code prior to June 30, 2020 and upon notice from the City and a reasonable opportunity to comply or become compliant.

9. Business Termination. In the event that, within five (5) years of June 30, 2015, the Company, and/or its successors and assigns, ceases operations in the Project, the Company shall pay to the City a portion of the total amount of Building Permit Fees, Construction Use Taxes, and Tangible Goods Sales/Use Taxes which were due and payable by the Company to the City but were rebated by the City, as well as reimburse the City for any funds provided to the Company pursuant to this Agreement. For each full month that the Company, and/or its successors and assigns, cease operations in the Project prior to June 30, 2020, 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 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 may commence legal proceedings regarding the dispute. The venue for any lawsuit concerning this agreement shall be in the District Court for Boulder County, Colorado.

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 is 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.

16. No Third-Party Beneficiaries. There are no intended third-party beneficiaries to this Agreement.

17. Original Agreement. This Agreement amends, restates and replaces the original agreement between the parties dated September 17, 2013. The above recitals are incorporated in and made a part of this Agreement.

SIGNATURE PAGE IS THE FOLLOWING PAGE

CABLE TELEVISION
LABORATC RIES, INC.

By: _____
Phil McKinney

Title: PRESIDENT & CEO

ATTEST:

_____
Lee Zieroth
Name Assistant Secretary

CITY OF LOUISVILLE

By: _____
Robert P. Muckle
Mayor

ATTEST:

_____
Nancy Varra, City Clerk

CITY OF LOUISVILLE SEAL COLORADO

SUBJECT: **RESOLUTION NO. 40, SERIES 2015 - A RESOLUTION APPROVING PERMANENT AND TEMPORARY CONSTRUCTION EASEMENTS BETWEEN THE CITY OF LOUISVILLE AND ROBERT PATRICK MAYHOFFER AND LEANNAH MAYHOFFER BARON FOR THE CITY-WIDE STORM SEWER OUTFALL IMPROVEMENTS PROJECT (LAFAYETTE-LOUISVILLE BOUNDARY AREA DRAINAGE IMPROVEMENTS PROJECT)**

DATE: **JULY 14, 2015**

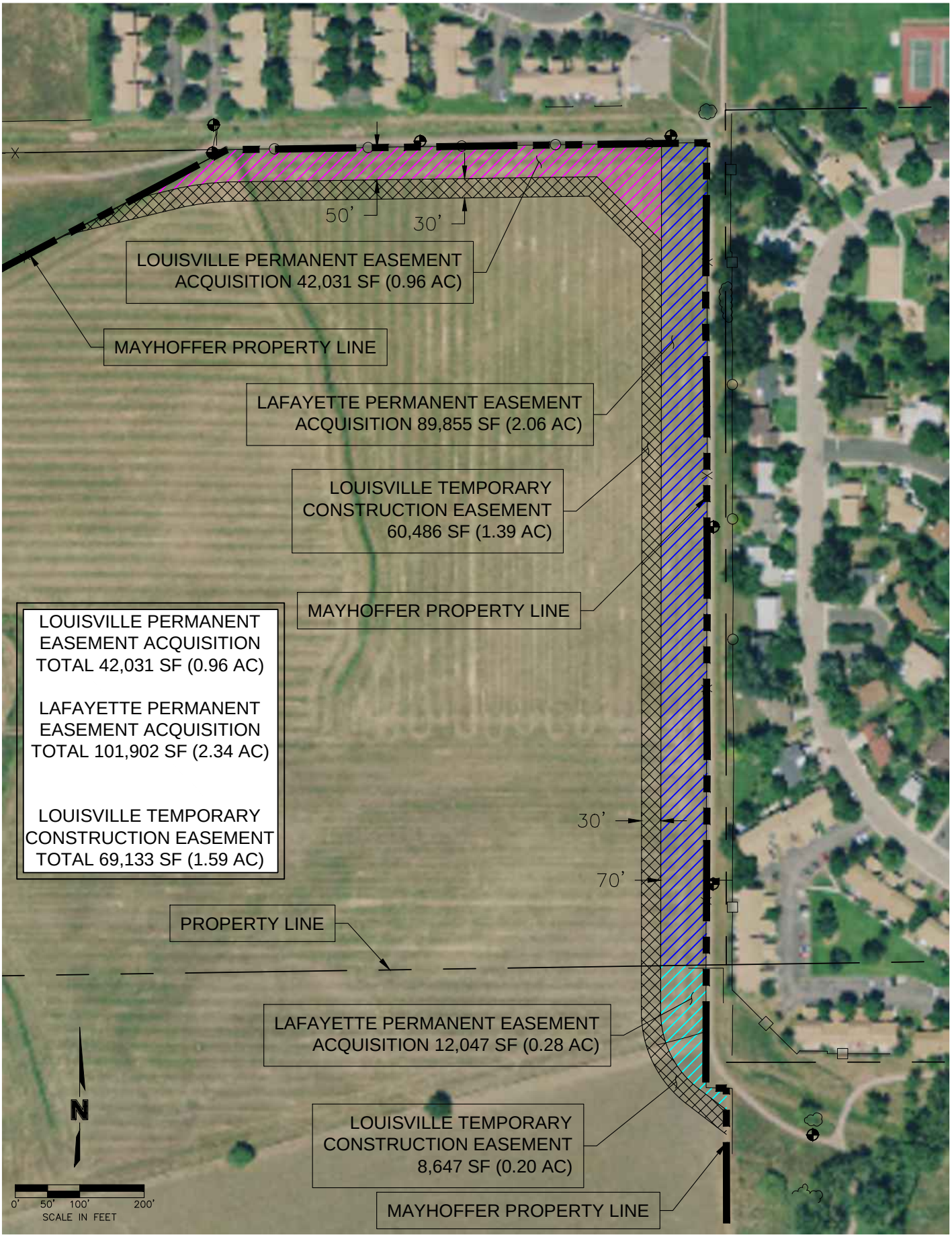
PRESENTED BY: **KURT KOWAR, PUBLIC WORKS**

SUMMARY:
The City-Wide Storm Sewer Outfall Improvements Project requires the acquisition of a permanent drainage and public trail access easement from the Mayhoffer property near the western boundary of Lafayette and a temporary construction easement required to construct the project. The City Attorney has reviewed and approved the easement agreements. The easements will allow the City to construct the proposed outfall drainage improvements to reduce the floodplain in downtown Louisville.

FISCAL IMPACT:
The easements have been accounted for in the project budget and will be paid for from an Urban Drainage account that Louisville, Lafayette and Urban Drainage have been contributing money to since 2011 for the Drainageway Project. The easement costs total $35,267.00.

RECOMMENDATION:
Staff recommends City Council approve the permanent easement and temporary construction easement and authorize the City Manager to sign both easement agreements.

ATTACHMENT(S):
1. Location Map
2. Resolution Approving Easements
3. Louisville Permanent Easement Agreement
4. Louisville Temporary Easement Agreement



PROJECT: 013-2507	MAYHOFFER PROPERTY	OLSSON ASSOCIATES	EXHIBIT
DRAWN BY: CAU			A
DATE: 04-15-2015			

DWG: F:\Projects\013-2507_WTRS\Exhibits\Louisville-Lafayette Boundary Area Drainge Improvements - Mayhoffer Property.dwg USER: cuhrich
DATE: Apr 15, 2015 10:49am XREFS: Louisville A-2-(FLATIRONS CALIBRATION)

RESOLUTION NO. 40
SERIES 2015

A RESOLUTION APPROVING PERMANENT AND TEMPORARY CONSTRUCTION EASEMENTS BETWEEN THE CITY OF LOUISVILLE AND ROBERT PATRICK MAYHOFFER AND LEANNAH MAYHOFFER BARON FOR THE CITY-WIDE STORM SEWER OUTFALL IMPROVEMENTS PROJECT (LAFAYETTE-LOUISVILLE BOUNDARY AREA DRAINAGE IMPROVEMENTS PROJECT)

WHEREAS, the City-Wide Storm Sewer Outfall Improvements Project (the "Project") requires the acquisition of a permanent easement and a temporary construction easement across the Mayhoffer property (collectively, the "Easements"); and

WHEREAS, City staff, in concert with Lafayette city staff, have negotiated the Easements for acquisition of property interests necessary for the Project, for a purchase price of $8,729 for the temporary construction easement and $26,538 for the permanent easement; and

WHEREAS, the City of Louisville has determined that it will be mutually beneficial and in the public interest to enter into the Easements in order to construct the proposed Project to reduce the floodplain in the City's downtown area and provide other benefits; and

WHEREAS, the City Council by this Resolution desires to approve the Easements and authorize their execution;

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

1. The proposed Easement Agreement and Temporary Construction Easement Agreement (collectively "Easements") between Robert Patrick Mayhoffer and Leannah Mayhoffer Baron (the "Grantors"), and the City of Louisville for the conveyance of a 0.96 acre permanent easement and a 1.39 acre temporary construction easement, as further described in the Easements, are hereby approved in the forms substantially as attached hereto.

2. Approval and acceptance of such Easements is conditioned upon subordination of any prior deeds of trust that may impact the City's easement interests.

3. The Mayor and City Manager, or either of them, is authorized to execute the Easements on behalf of the City, except that the City Manager is hereby granted the authority to negotiate and approve such revisions to said Easements as the City Manager determines are necessary or desirable for the protection of the City, so long as the essential terms and conditions of the Easements are not altered. The Mayor, City Manager and City staff are further authorized to execute any and all documents necessary to complete the acquisition of the property interests under the Easements on behalf of the City, including the acquisition of a title policy on such interests, upon satisfaction of the above condition relating to the subordination of deeds of trust.

PASSED AND ADOPTED this _____ day of _____, 2015.

_____
Robert P. Muckle, Mayor

ATTEST:

_____
Nancy Varra, City Clerk

EASEMENT AGREEMENT

THIS AGREEMENT, made and entered into this 15th day of June, 2015, by and between LEANNAH MAYHOFFER BARON, whose address is 293 W 600 N, Bountiful, UT 84010, and ROBERT PATRICK MAYHOFFER, whose address is 10164 Empire Drive, Lafayette, CO 80026 (hereinafter collectively "Grantor") and the CITY OF LOUISVILLE, COLORADO, a Colorado municipal corporation whose legal address is 749 Main Street, Louisville, CO 80027 (hereinafter "Grantee");

WITNESSETH:

WHEREAS, Grantor is the record owner of certain real property situated in Section 9, Township 1 South, Range 69 West, County of Boulder, State of Colorado, said real property being more particularly described in Exhibit A attached hereto and incorporated herein by this reference; and

WHEREAS, Grantee requires an easement across a portion of the lands owned by Grantor for the purposes of construction, operation, maintenance, removal, repair, and replacement of drainage improvements, lines, structures and appurtenances; a public pedestrian trail and related trail structures, improvements and facilities; and related grade and landscaping improvements, the location of which easement is described in Exhibit A, and Grantor is willing to grant such an easement;

NOW, THEREFORE, in consideration of the mutual covenants and promises hereinafter expressed, the parties hereto agrees follows:

1. Grantor does hereby grant, bargain, sell, and convey to Grantee a permanent, non-exclusive easement over the property described in Exhibit A, for the purpose of construction, operation, maintenance, removal, repair, and replacement of drainage improvements, lines, structures and appurtenances; a public pedestrian trail and related trail structures, improvements and facilities, and related grade and landscaping improvements, together with the right to excavate and refill ditches, swales and trenches, and including the right of ingress and egress, over, under, and across the real property described in Exhibit A.

2. Grantee agrees to pay Grantor as compensation for the easement granted herein the amount of twenty six thousand, five hundred thirty eight Dollars ($26,538), which payment shall be made prior to commencement of any work within the easement and in no event later than forty-five (45) days after Grantor's execution hereof. Payment shall be made by checks made payment to Leannah Mayhoffer Baron and Robert Patrick Mayhoffer for one-half each of the payment amount.

   It is intended that the timely payment of such compensation, as well as the timely payment of the compensation payable under the corresponding payment provisions of the two other easement agreements granted by Grantor substantially concurrently herewith for the same drainage and flood control project (one being a permanent easement to the City of

Lafayette over an adjacent parcel, and the second being a temporary construction easement to the Grantee herein) be a condition to the effectiveness of the grant of easement contained herein. Accordingly, and notwithstanding anything contained herein to the contrary, Grantor shall have the right to terminate the easement granted herein if Grantor does not receive payment when due (i) of the above-described compensation for the easement granted herein, or (ii) the compensation due for either or both of the other two above-referenced easements.

3. Grantor agrees that it shall not place any structure or equipment whatsoever permanently on the real property included in the permanent easement granted herein. Grantor further agrees that it shall not excavate, fill or otherwise change the grade of the real property included in the permanent easement without the prior written consent of Grantee.

4. Grantor shall not subsequently grant other easements on, under, or over the easement granted herein without Grantee's prior written approval; provided, however, that Grantee will not unreasonably withhold or condition such approval with respect to an easement subsequently sought by or proposed to be given to an entity or organization with the power of eminent domain.

5. Grantee agrees that it shall upon completion of the initial construction of the improvements permitted within the easement and at no cost to Grantor install a five-foot chain link fence along the inside (southerly) boundary of the permanent easement grant herein, as depicted on and in accordance with the plan sheet attached as Exhibit B, and which new chain link fence will connect with the existing barbed wire fence on the west end, and the new north-south barbed wire fence to be installed along the east end, in the same manner as the existing chain link fence is now connected to the existing barbed wire fences at the west and east ends.

6. Grantee will be responsible to pay all costs of, and to keep Grantor's property free of any liens arising out of or relating to, any work performed or caused to be performed by Grantee in connection with the easement granted herein.

7. In the event of any litigation between the parties relating to this agreement, the prevailing party shall be entitled to costs and reasonable expert and attorney fees incurred in connection with such litigation.

8. This agreement and the rights and obligations provided for hereunder shall attach to and run with the affected land and shall be binding not only upon the parties hereto, but also upon their heirs, successors, and assigns.

9. This agreement shall be recorded in the office of the Boulder County Clerk and Recorder by the Grantee.

IN WITNESS WHEREOF, the parties have executed this agreement on the date and year first written above.

GRANTOR:

Robert Patrick Mayhoffer

Robert Patrick Mayhoffer

Leannah Mayhoffer Baron

Leannah Mayhoffer Baron

ACKNOWLEDGEMENT

STATE OF COLORADO)
)ss
COUNTY OF BOULDER)

The foregoing instrument was acknowledged before me this 15TH day of JUNE, 2015 by Robert Patrick Mayhoffer.

Witness my hand and official seal.

My commission expires on: 9/23/2018

(SEAL)

Notary Public

DAWN M. BURGESS
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20094016851
MY COMMISSION EXPIRES SEPTEMBER 23, 2018

ACKNOWLEDGEMENT

STATE OF UTAH)
)ss
COUNTY OF DAVIS)

The foregoing instrument was acknowledged before me this 11 day of JUNE, 2015 by Leannah Mayhoffer Baron.

Witness my hand and official seal.

My commission expires on: JULY 25, 2018

(SEAL)

Notary Public

NOTARY PUBLIC
JARED MCCARTY
678649
COMMISSION EXPIRES
JULY 25, 2018
STATE OF UTAH

GRANTEE:

City of Louisville, Colorado

By: _____
Malcolm Fleming, City Manager

ATTEST:

_____
Nancy Varra, City Clerk

ACKNOWLEDGMENT

STATE OF COLORADO)
)ss.
COUNTY OF BOULDER)

The foregoing instrument was acknowledged before me this _____ day of _____, 2015 by Malcolm Fleming, City Manager, and Nancy Varra, City Clerk, of the City of Louisville.

Witness my hand an official seal.

My Commission expires:_____

_____
Notary Public

EXHIBIT A

EAST HALF OF SECTION 9, TOWNSHIP 1 SOUTH, RANGE 69 WEST OF THE 6TH PM,
CITY OF LOUISVILLE, COUNTY OF BOULDER, STATE OF COLORADO.

LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN THE EAST HALF OF SECTION 9, TOWNSHIP 1 SOUTH, RANGE 69 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF LOUISVILLE, COUNTY OF BOULDER, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 9, BEING MONUMENTED WITH A 2.5" ALUMINUM CAP STAMPED "PLS 24305", FROM WHICH THE CENTER QUARTER CORNER OF SAID SECTION 9, BEING MONUMENTED BY A 1.75" IRON BAR, BEARS S00°02'50"E A DISTANCE OF 2651.81 FEET (BASIS OF BEARINGS) WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO; THENCE S00°02'50"E ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF SECTION 9, A DISTANCE OF 1376.22 FEET TO A POINT; THENCE N89°10'08"E A DISTANCE OF 537.73 FEET TO A POINT ON THE NORTH LINE OF PARCEL B OF LAND SURVEY PLAT RECORDED IN THE COUNTY OF BOULDER AT DOCUMENT NUMBER LS-04-0109 BY FLATIRONS SURVEYING, INC., SAID POINT BEING THE POINT OF BEGINNING;

THENCE ALONG THE NORTH LINE OF SAID PARCEL B, N89°10'08"E A DISTANCE OF 182.82 FEET TO A POINT ON THE NORTH LINE OF PARCEL A OF SAID LAND SURVEY PLAT;

THENCE ALONG THE NORTH LINE OF SAID PARCEL A, N89°10'08"E A DISTANCE OF 490.99 FEET;

THENCE S00°03'16"W, DEPARTING SAID NORTH LINE, A DISTANCE OF 151.56 FEET;

THENCE N44°56'44"W A DISTANCE OF 141.44 FEET;

THENCE N89°10'08"E, 50.00 FEET SOUTH OF AND PARALLEL WITH SAID NORTH LINE, A DISTANCE OF 561.07 FEET TO A POINT OF CURVATURE OF A CURVE TO THE LEFT;

THENCE ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 450.00 FEET, A DELTA ANGLE OF 12°35'56", AN ARC LENGTH OF 98.95 FEET, THE CHORD OF WHICH BEARS S82°52'10"W A DISTANCE OF 98.75 FEET;

LEGAL DESCRIPTION CONTINUES ON SHEET 2 OF 3

COLORADO LICENSED
DANA L. SPEELING
38012
4/16/2015
PROFESSIONAL LAND SURVEYOR

SHEET 1 OF 3	EXHIBIT A: LOUISVILLE PERMANENT EASEMENT	OLSSON ASSOCIATES
DATE: 04/16/2015		
DRAWN BY: JCS		
CHECKED BY: DLS		
PATH: F:\Projects\013-2507\Easements		
DRAWING: 132507_ESMT.dwg		

4690 Table Mountain Drive, Suite 200
Golden, CO 80403
TEL 303.237.2072
FAX 303.237.2659
www.olssonassociates.com

EXHIBIT A

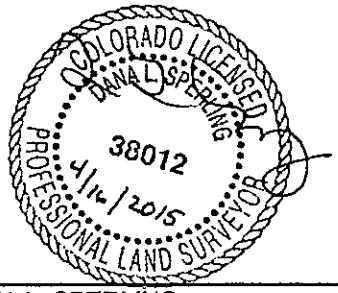
EAST HALF OF SECTION 9, TOWNSHIP 1 SOUTH, RANGE 69 WEST OF THE 6TH PM,
CITY OF LOUISVILLE, COUNTY OF BOULDER, STATE OF COLORADO.

LEGAL DESCRIPTION:

THENCE S76°34'12"W A DISTANCE OF 61.14 FEET TO A POINT ON THE NORTHWESTERLY LINE OF SAID PARCEL B;

THENCE ALONG SAID NORTHWESTERLY LINE, N62°13'05"E A DISTANCE OF 163.65 FEET TO THE POINT OF BEGINNING.

CONTAINING 42,027 SQUARE FEET OR 0.965 ACRES, MORE OR LESS.

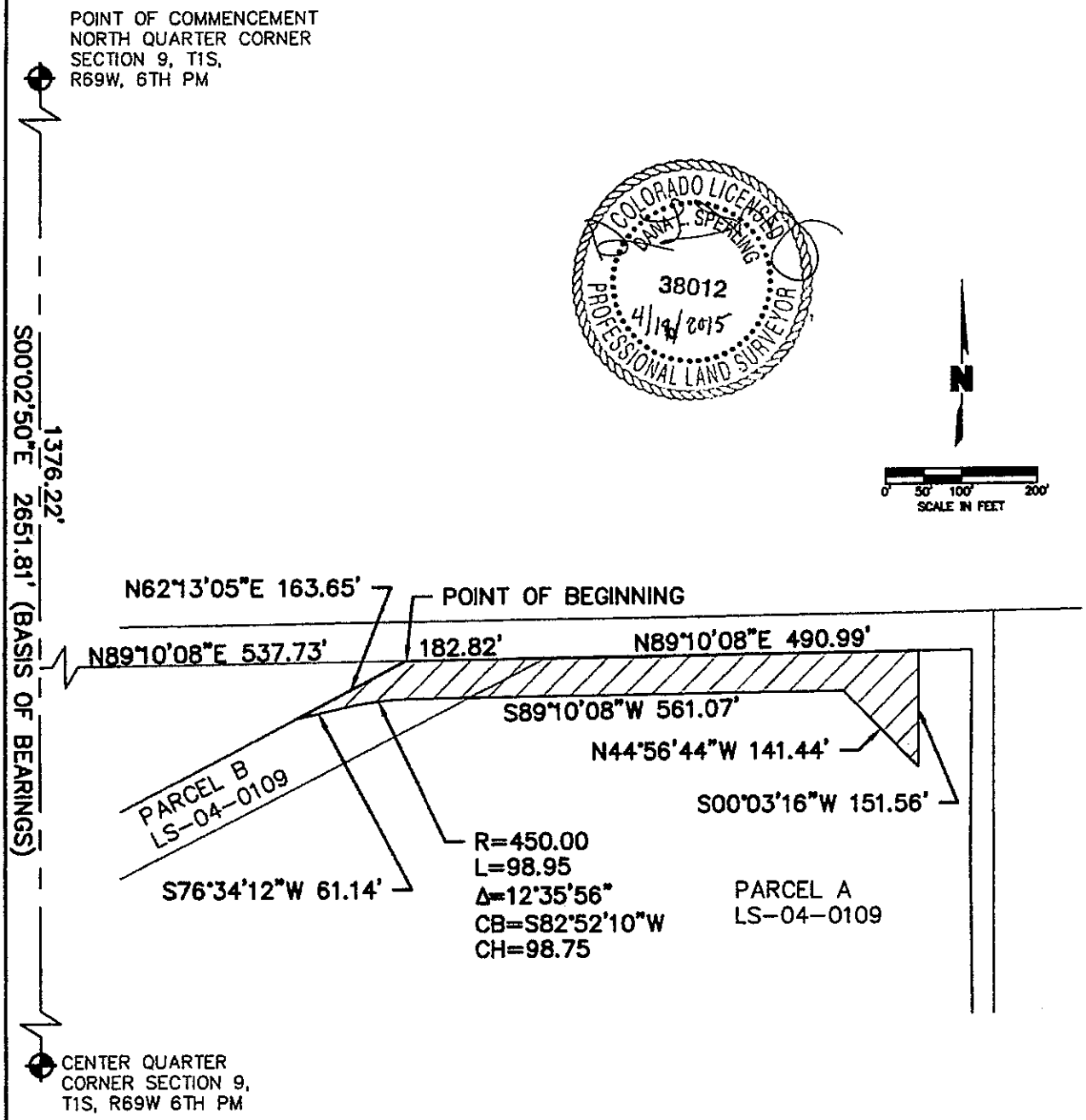


DANA L. SPERLING
PROFESSIONAL LAND SURVEYOR
COLORADO LICENSE NO. 38012

SHEET 2 OF 3	EXHIBIT A: LOUISVILLE PERMANENT EASEMENT	OLSSON ASSOCIATES
DATE: 04/16/2015		
DRAWN BY: JCS		
CHECKED BY: DLS		
PATH: F:\Projects\013-2507\Easements		4690 Table Mountain Drive, Suite 200 Golden, CO 80403 TEL 303.237.2072 FAX 303.237.2659 www.olssonassociates.com
DRAWING: 132507_ESMT.dwg		

EXHIBIT A

EAST HALF OF SECTION 9, TOWNSHIP 1 SOUTH, RANGE 69 WEST OF THE 6TH PM,
CITY OF LOUISVILLE, COUNTY OF BOULDER, STATE OF COLORADO.



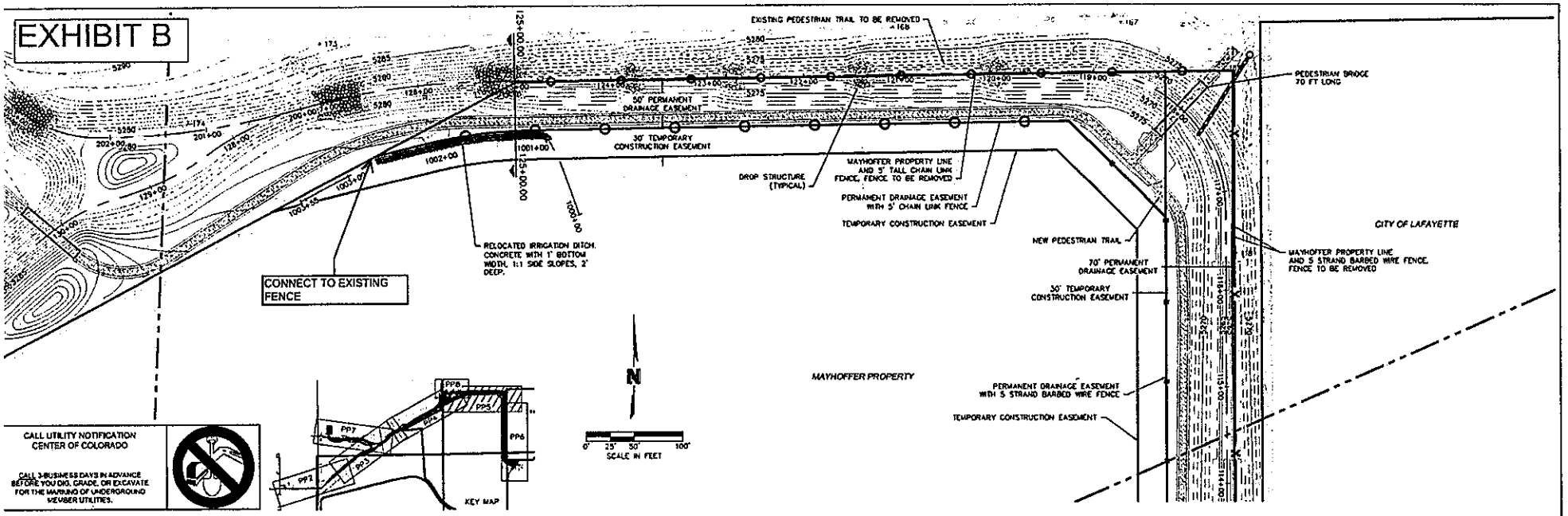
SHEET 3 OF 3	EXHIBIT A: LOUISVILLE PERMANENT EASEMENT	OLSSON ASSOCIATES
DATE: 04/16/2015		
DRAWN BY: JCS		
CHECKED BY: DLS		
PATH: F:\Projects\013-2507\Easements		
DRAWING: 132507_ESMT.dwg		

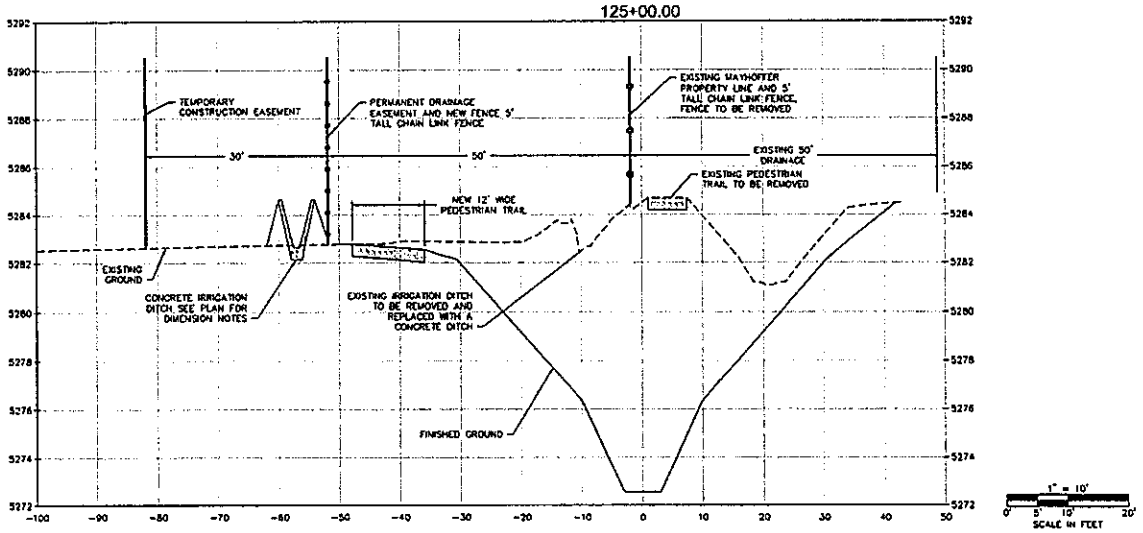
4690 Table Mountain Drive, Suite 200
Golden, CO 80403
TEL 303.237.2072
FAX 303.237.2659
www.olssonassociates.com

EXHIBIT B

Plan Sheet – Fence Detail

EXHIBIT B





PRELIMINARY
NOT TO BE USED FOR CONSTRUCTION
May 08, 2015
DATE PRINTED
OLSSON ASSOCIATES

NO	DATE	REVISIONS DESCRIPTION

REVISIONS

OLSSON ASSOCIATES
4690 Table Mountain Drive
Suite 200
Golden, CO 80403
TEL 303.237.2072
FAX 303.237.2659

URBAN DRAINAGE AND FLOOD CONTROL DISTRICT
CITY OF LOUISVILLE
CITY OF LAFAYETTE

LAFAYETTE-LOUISVILLE BOUNDARY AREA DRAINAGE IMPROVEMENTS: PHASE I

DRAINAGEWAYS 7-2 (1) AND 7
PLAN AND PROFILE
STATION 114+50 TO 128+50

PP5
SHEET 25 of 56

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement (the "Agreement") is entered into this 15 day of June, 2015, by and between **Leannah Mayhoffer Baron,** whose address is 293 W 600 N, Bountiful, UT 84010, **and Robert Patrick Mayhoffer,** whose address is 10164 Empire Drive, Lafayette, CO 80026 (collectively "Grantor"), and the **City of Louisville,** a Colorado home rule municipal corporation, whose address is 749 Main Street, Louisville, CO 80027 ("Grantee") (collectively the "Parties").

In consideration of the covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. Grant of Easement. Grantor hereby grants, bargains and conveys to Grantee, for use by Grantee, its officers, employees, agents, representatives, subcontractors and material suppliers, a temporary, non-exclusive easement (the "Easement"), over and across the parcel described in Exhibit A attached hereto and incorporated herein by reference ("Temporary Easement Parcel") for use during construction of drainage improvements, lines, structures and appurtenances; a public pedestrian trail and related trail structures, improvements and facilities; and related grade and landscaping improvements on adjacent land and for staging associated with such construction, together with all rights and privileges as are necessary or incidental to the reasonable and proper use of such Easement.

During the term of this Easement, Grantor shall not erect or construct, or allow to be erected or constructed, any building or other structure which may interfere with Grantee's full enjoyment of the rights hereunder.

Grantee agrees to pay to Grantor as compensation for the easement granted herein the amount of eight thousand, seven hundred and twenty-nine dollars ($8,729.00) which payment shall be made prior to commencement of any work within the easement and in no event later than forty-five (45) days after Grantor's execution hereof. Payment shall be made by checks made payable to Leannah Mayhoffer Baron and Robert Patrick Mayhoffer for one-half each of the payment amount.

It is intended that the timely payment of such compensation, as well as the timely payment of the compensation payable under the corresponding payment provisions of the two other easement agreements granted by Grantor substantially concurrently herewith for the same drainage and flood control project (one being a permanent easement to the City of Louisville over an adjacent parcel, and the second being a permanent easement to the City of Lafayette over an adjacent parcel) be a condition to the effectiveness of the grant of easement contained herein. Accordingly, and notwithstanding anything contained herein to the contrary, Grantor shall have the right to terminate the easement granted herein if Grantor does not receive payment when due (i) of the above-described compensation for the easement granted herein, or (ii) the compensation due for either or both of the other two above-referenced easements.

2. Term. The term of the Easement shall begin on the effective date of this Agreement and shall expire twelve months later unless reclamation has not been completed in a manner that is reasonably satisfactory to Grantor. If reclamation has not been performed to Grantor's satisfaction, Grantor may extend the duration of the Easement for up to six months to allow for proper reclamation.

3. Reclamation Requirements; Irrigation Ditch. Grantee agrees to comply with the terms and conditions set forth in Exhibit B attached and incorporated herein by reference. Grantee further agrees that it shall at no cost to Grantor relocate and reconstruct with concrete lining that stretch of irrigation ditch located at the western end of the Temporary Easement Parcel, as depicted on and in accordance with the plan sheet attached hereto as Exhibit C.

4. Insurance. Prior to entering upon the Temporary Easement Parcel for any purpose under this Agreement, Grantee shall purchase, at its own expense, the insurance coverage described below which will be in effect throughout Grantee's use of the Temporary Easement Parcel:

(a) Comprehensive General Liability Insurance with minimum $1,000,000 combined single limit for each occurrence; and

(b) Automobile Liability Insurance, which includes coverage for all owned, non-owned, and hired autos, with minimum $350,000 combined single limit for each occurrence; and

(c) Workers Compensation and Employers Liability Insurance, if applicable, which shall cover the obligations of Grantee in accordance with the provisions of the Workers Compensation Act, as amended, of the State of Colorado.

Grantee shall provide certificate(s) of insurance to Grantor demonstrating that the aforementioned insurance requirements have been met and that such policy or policies will be in effect throughout Grantee's use of the Temporary Easement Parcel. These certificate(s) of insurance, as respects coverages (a) and (b), shall indicate Grantor as additional named insured and shall contain a valid provision or endorsement that these policies may not be canceled, terminated, changed, or modified without thirty (30) days written notice to Grantor, such notice to be transmitted by certified mail, return receipt requested. The certificate(s) of insurance shall be forwarded to:

Robert Mayhoffer
10164 Empire Drive
Lafayette, CO 80026

5. Indemnity. To the extent permitted by law, Grantee agrees that Grantee shall be solely responsible for all damages to persons or property which may in whole or in part be caused by the Grantee or its agents, employees, contractors, subcontractors, material suppliers or representatives, which result or arise in whole or in part from their activities on the Temporary Easement Parcel, and will, to the extent permitted by law, indemnify and hold harmless the Grantor and their employees and agents from any and all liability, damage, loss, cost or expense

including but not limited to attorney fees which the Grantor, their employees or agents may suffer as a result of any and all claims, demands, actions, costs, or judgments made or brought against them by any person or entity, to the extent arising out of the activities performed or caused to be performed by Grantee pursuant to this Agreement. By agreeing to this right to indemnification, Grantee in no way waives or intends to waive the limitations on liability which are provided to Grantee and its employees and officers under the Colorado Governmental Immunity Act, C.R.S. sections 24-10-101 et *seq.*, as amended.

6. Mechanic's Liens. Nothing contained herein shall authorize Grantee, or any person or entity acting through, with or on behalf of Grantee, to subject the Temporary Easement Parcel, or any portion thereof, to mechanic's liens. If any such lien shall be filed against the Temporary Easement Parcel, and the Grantee is charged with causing such lien, Grantee shall cause the lien to be discharged. In the event that such lien is not discharged within twenty (20) days after receipt of written notice of the lien by the Grantee, then Grantor, at its option (and without limiting any of Grantor's other rights or remedies in connection therewith), and at the reasonable cost and expense of the Grantee, may enter into, defend, prosecute or pursue any effort or action (whether or not litigation is involved) which Grantor deems necessary to defend its property from and against such lien.

7. Damage to Temporary Easement Parcel. In the event that the use of the Easement by the Grantee, its successors and assigns, or any person acting through, with or on behalf of the Grantee results in any damage or destruction to any portion of the Temporary Easement Parcel, or any improvement located thereon, including, but not limited to, any type of environmental damage or liability resulting from the storage, spill or disposal of any substance whether or not hazardous, or in the event that Grantee fails to comply with the Reclamation Requirements, Grantee shall promptly restore such portion of the Temporary Easement Parcel or improvements to its condition prior to such damage or destruction and/or take the necessary steps to comply with the Reclamation Requirements. In the event that Grantee fails to restore such portion of the Temporary Easement Parcel to its condition prior to such damage or destruction or fails to take the necessary steps to comply with the Reclamation Requirements, Grantor, after given written notice to Grantee, shall be entitled to repair or restore such portion of the Temporary Easement Parcel or improvements to its original condition prior to such damage or destruction and/or take the necessary steps to fulfill the requirements set forth in the Reclamation Requirements, and shall be entitled to reimbursement for all costs and expenses related to such repair, restoration, or corrective action pursuant to the Reclamation Requirements.

8. Attorney Fees and Costs. In the event of any litigation between the Parties relating to this Agreement, the prevailing Party shall be entitled to costs and reasonable expert and attorney fees incurred in connection with such litigation.

9. Successor and Assigns. The terms and provisions of this Agreement shall be binding upon and inure to the benefit of the Grantor and Grantee and their respective successors and assigns. The burdens and benefits hereof shall run with the land and be appurtenant thereto with the effect that any person or entity that acquires an interest in the Temporary Easement Parcel shall be entitled to the benefits and bound by the burdens hereof.

10. Entire Agreement and Amendments. This Agreement contains the entire understanding among the Parties with respect to the matters stated herein. This Agreement shall not be modified or amended except by an instrument in writing executed by the Grantor and Grantee, their successors and assigns.

11. No Waiver. No failure by the Grantor to act or to enforce the terms of this Easement shall be deemed to be a waiver or a forfeiture of the right to enforce any term, condition, covenant, or purpose of this Easement in the future. No waiver by either party of any default under this Agreement shall be effective or binding upon such party unless made in writing.

12. Severability. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, such term or provision shall be deemed severable and the remaining terms and provisions hereof shall continue in full force and effect.

13. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same agreement. Facsimile signatures shall be acceptable to and binding upon all parties.

14. Execution. The Parties represent and warrant that the persons executing this Agreement have been duly authorized to execute this Agreement on their behalf and have the power to bind the Parties to the terms and conditions hereof.

IN WITNESS WHEREOF, the Parties have executed this Temporary Construction Easement Agreement as of the date first above written.

GRANTOR:

Robert Patrick Mayhoffer

Robert Patrick Mayhoffer

Leannah Mayhoffer Baron

Leannah Mayhoffer Baron

ACKNOWLEDGEMENT

STATE OF COLORADO)
)ss
COUNTY OF BOULDER)

The foregoing instrument was acknowledged before me this 15TH day of JUNE, 2015, by Robert Patrick Mayhoffer.

Witness my hand and official seal.

My commission expires on: 9/23/2018

(SEAL) Notary Public

DAWN M. BURGESS
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20094016851
MY COMMISSION EXPIRES SEPTEMBER 23, 2018

ACKNOWLEDGEMENT

STATE OF UTAH)
)ss
COUNTY OF DAVIS)

The foregoing instrument was acknowledged before me this 11 day of JUNE, 2015, by Leannah Mayhoffer Baron.

Witness my hand and official seal.

My commission expires on: JULY 25, 2018

(SEAL) Notary Public

NOTARY PUBLIC
JARED MCCARTY
678649
COMMISSION EXPIRES
JULY 25, 2018
STATE OF UTAH

GRANTEE:
City of Louisville,
a Colorado home rule municipal corporation

By:_____
Malcolm Fleming, City Manager

ATTEST:

By:_____
Nancy Varra, City Clerk

ACKNOWLEDGEMENT

STATE OF COLORADO)
) ss.
COUNTY OF BOULDER)

The foregoing instrument was acknowledged before me this____ day of _____, 2015, by Malcolm Fleming, as City Manager, and Nancy Varra, as City Clerk, on behalf of the City of Louisville, a Colorado home rule municipal corporation.

Witness my hand and official seal

(S E A L)

_____
Notary Public
My Commission Expires: _____

EXHIBIT A

EAST HALF OF SECTION 9, TOWNSHIP 1 SOUTH, RANGE 69 WEST OF THE 6TH PM,
CITY OF LOUISVILLE, COUNTY OF BOULDER, STATE OF COLORADO.

LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN THE EAST HALF OF SECTION 9, TOWNSHIP 1 SOUTH, RANGE 69 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF LOUISVILLE, COUNTY OF BOULDER, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 9, BEING MONUMENTED WITH A 2.5" ALUMINUM CAP STAMPED "PLS 24305", FROM WHICH THE CENTER QUARTER CORNER OF SAID SECTION 9, BEING MONUMENTED BY A 1.75" IRON BAR, BEARS S00°02'50"E A DISTANCE OF 2651.81 FEET (BASIS OF BEARINGS) WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO; THENCE S00°02'50"E ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF SECTION 9, A DISTANCE OF 1376.22 FEET TO A POINT; THENCE N89°10'08"E A DISTANCE OF 537.73 FEET TO A POINT ON THE NORTH LINE OF PARCEL B OF LAND SURVEY PLAT RECORDED IN THE COUNTY OF BOULDER AT DOCUMENT NUMBER LS-04-0109 BY FLATIRONS SURVEYING, INC., THENCE ALONG THE NORTHWESTERLY LINE OF SAID PARCEL B, S62°13'05"W A DISTANCE OF 163.65 FEET TO THE POINT OF BEGINNING;

THENCE ALONG THE SAID NORTHWESTERLY LINE, S62°13'05"W A DISTANCE OF 121.03 FEET;

THENCE N76°34'12"E, DEPARTING SAID NORTHWESTERLY LINE, A DISTANCE OF 178.39 FEET TO A POINT OF CURVATURE WITH A CURVE TO THE RIGHT;

THENCE ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 420.00 FEET, A DELTA ANGLE OF 12°35'56", AN ARC LENGTH OF 92.36 FEET, THE CHORD OF WHICH BEARS N82°52'10"E A DISTANCE OF 92.17 FEET;

THENCE N89°10'08"E, 80.00 FEET SOUTH OF AND PARALLEL WITH SAID NORTH LINE OF PARCEL B, A DISTANCE OF 548.37 FEET;

THENCE S44°56'44"E A DISTANCE OF 116.31 FEET;

THENCE S00°03'16"W A DISTANCE OF 1182.10 FEET TO A POINT OF CURVATURE WITH A CURVE TO THE LEFT;

THENCE ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 180.00 FEET, A DELTA ANGLE OF 52°37'50", AN ARC LENGTH OF 165.34 FEET, THE CHORD OF WHICH BEARS S26°15'39"E A DISTANCE OF 159.59 FEET;

THENCE S52°34'34"E A DISTANCE OF 77.09 FEET TO A POINT ON THE EASTERLY LINE OF PARCEL A OF SAID LAND SURVEY PLAT;

THENCE ALONG SAID EASTERLY LINE, N00°06'40"W A DISTANCE OF 37.83 FEET;

LEGAL DESCRIPTION CONTINUES ON SHEET 2 OF 3

COLORADO LICENSED
DANA L. SPAULDING
38012
4/16/2015
PROFESSIONAL LAND SURVEYOR

SHEET 1 OF 3	EXHIBIT A: LOUISVILLE TEMPORARY EASEMENT	OLSSON ASSOCIATES
DATE: 04/16/2015		
DRAWN BY: JCS		
CHECKED BY: DLS		
PATH: F:\Projects\013-2507\Easements		
DRAWING: 132507_ESMT.dwg		

4690 Table Mountain Drive, Suite 200
Golden, CO 80403
TEL 303.237.2072
FAX 303.237.2659
www.olssonassociates.com

EXHIBIT A

EAST HALF OF SECTION 9, TOWNSHIP 1 SOUTH, RANGE 69 WEST OF THE 6TH PM,
CITY OF LOUISVILLE, COUNTY OF BOULDER, STATE OF COLORADO.

LEGAL DESCRIPTION:

THENCE DEPARTING SAID EASTERLY LINE, N52°34'34"W A DISTANCE OF 54.04 FEET TO A POINT OF CURVATURE WITH A CURVE TO THE RIGHT;
THENCE ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 150.00 FEET, A DELTA ANGLE OF 52°37'50", AN ARC LENGTH OF 137.79 FEET, THE CHORD OF WHICH BEARS N26°15'39"W A DISTANCE OF 132.99 FEET;

THENCE N00°03'16"E A DISTANCE OF 1194.53 FEET;

THENCE N44°56'44"W A DISTANCE OF 141.44 FEET;

THENCE S89°10'08"W, 50.00 FEET SOUTH OF AND PARALLEL WITH SAID NORTH LINE OF PARCEL B, A DISTANCE OF 561.07 FEET TO A POINT OF CURVATURE WITH A CURVE TO THE LEFT;

THENCE ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 450.00 FEET, A DELTA ANGLE OF 12°35'56", AN ARC LENGTH OF 98.95 FEET, THE CHORD OF WHICH BEARS S82°52'10"W A DISTANCE OF 98.75 FEET;

THENCE S76°34'12"W A DISTANCE OF 61.14 FEET TO THE POINT OF BEGINNING.

CONTAINING 69,138 SQUARE FEET OR 1.587 ACRES, MORE OR LESS.

COLORADO LICENSED
DANA L. SPERLING
38012
4/16/2015
PROFESSIONAL LAND SURVEYOR

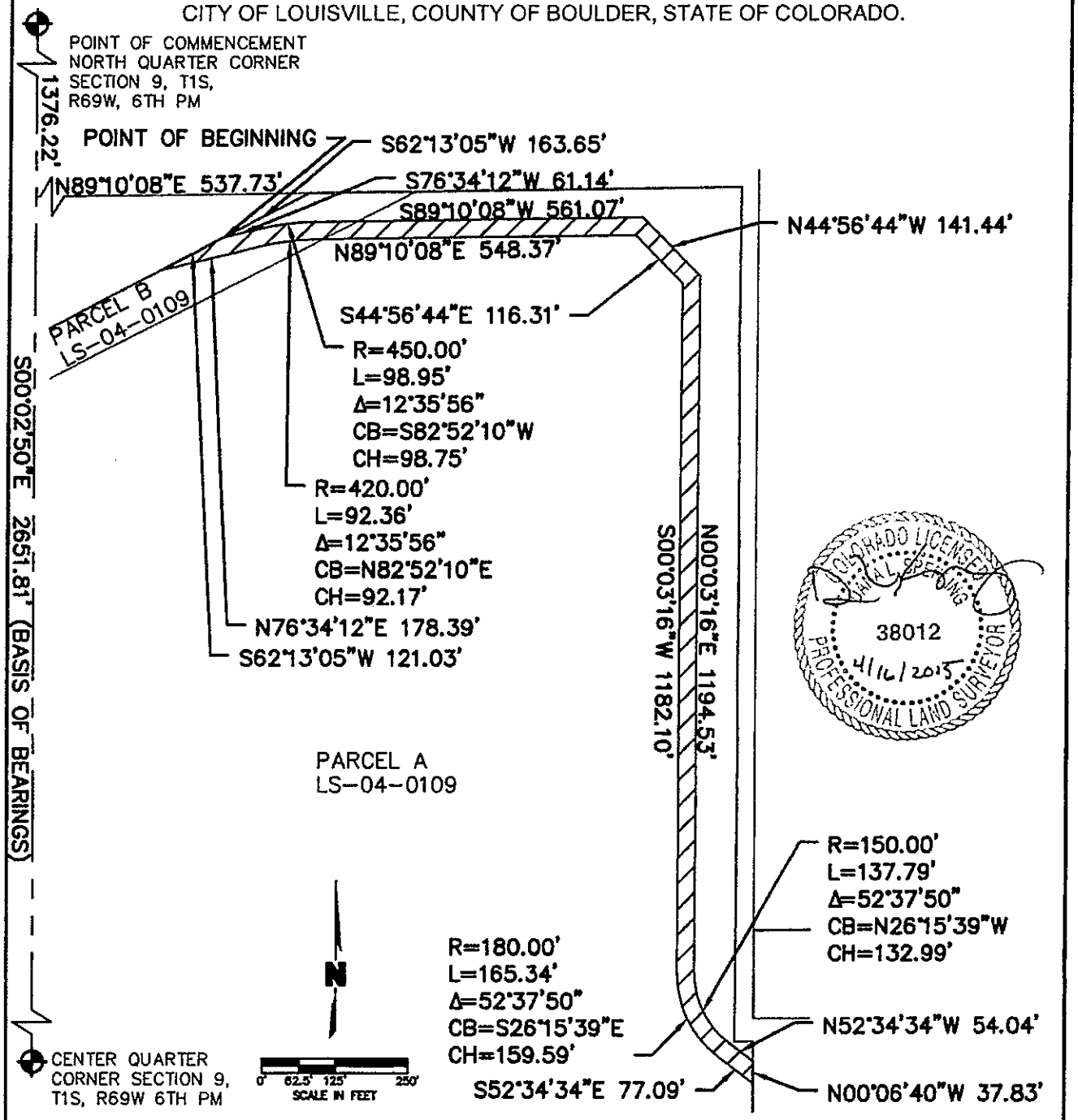
DANA L. SPERLING
PROFESSIONAL LAND SURVEYOR
COLORADO LICENSE NO. 38012

SHEET 2 OF 3	EXHIBIT A: LOUISVILLE TEMPORARY EASEMENT	OLSSON ASSOCIATES
DATE: 04/16/2015		
DRAWN BY: JCS		
CHECKED BY: DLS		
PATH: F:\Projects\013-2507\Easements		
DRAWING: 132507_ESMT.dwg		

4690 Table Mountain Drive, Suite 200
Golden, CO 80403
TEL 303.237.2072
FAX 303.237.2659
www.olssonassociates.com

EXHIBIT A

EAST HALF OF SECTION 9, TOWNSHIP 1 SOUTH, RANGE 69 WEST OF THE 6TH PM,
CITY OF LOUISVILLE, COUNTY OF BOULDER, STATE OF COLORADO.



SHEET 3 OF 3	EXHIBIT A: LOUISVILLE TEMPORARY EASEMENT	OLSSON ASSOCIATES
DATE: 04/16/2015		
DRAWN BY: JCS		
CHECKED BY: DLS		
PATH: F:\Projects\013-2507\Easements		
DRAWING: 132507_ESMT.dwg		

4690 Table Mountain Drive, Suite 200 Golden, CO 80403 TEL 303 237.2072 FAX 303 237 2659 www.olssonassociates.com

EXHIBIT B

Specifications for Reclamation for City of Louisville's Temporary Construction Easement

This document addresses guidelines for reclamation/revegetation of the areas disturbed by the City of Louisville's use of the Temporary Construction Easement. Reclamation/revegetation includes the following four activities:

1. Construction Dates
2. Temporary Fencing
3. Seeding
4. Warranty Work within Temporary Construction Easement Area

Construction Dates

The project generally will start with mobilization to the site on or after August 15, 2015 and be completed by approximately June 1, 2016. Access within the granted Temporary Construction Easement will occur between approximately August 15, 2015 and June 1, 2016.

Temporary Fencing

Before any construction activities proceed, the easement or construction area should be delineated with a temporary fence constructed with steel 5-posts on 16' centers and at least two strands of barbed wire placed approximately 24" and 36" off the ground. The fence is to serve as a visual reference for the construction area. All traffic and construction activity should be restricted to within the easement area only. The fence shall remain until the project is finished. The materials salvaged from the existing fencing that is to be removed may be used for the barrier fence. Steel posts and gates shall be salvaged when the project is completed and remain the property of the City of Louisville.

Seeding

The seed mix shall be of the type set forth on page 2 of these Reclamation Requirements or other approved by Landowner. Seed mix shall be a mix approved by the Grantor and shall be installed per the manufacturer's recommendations.

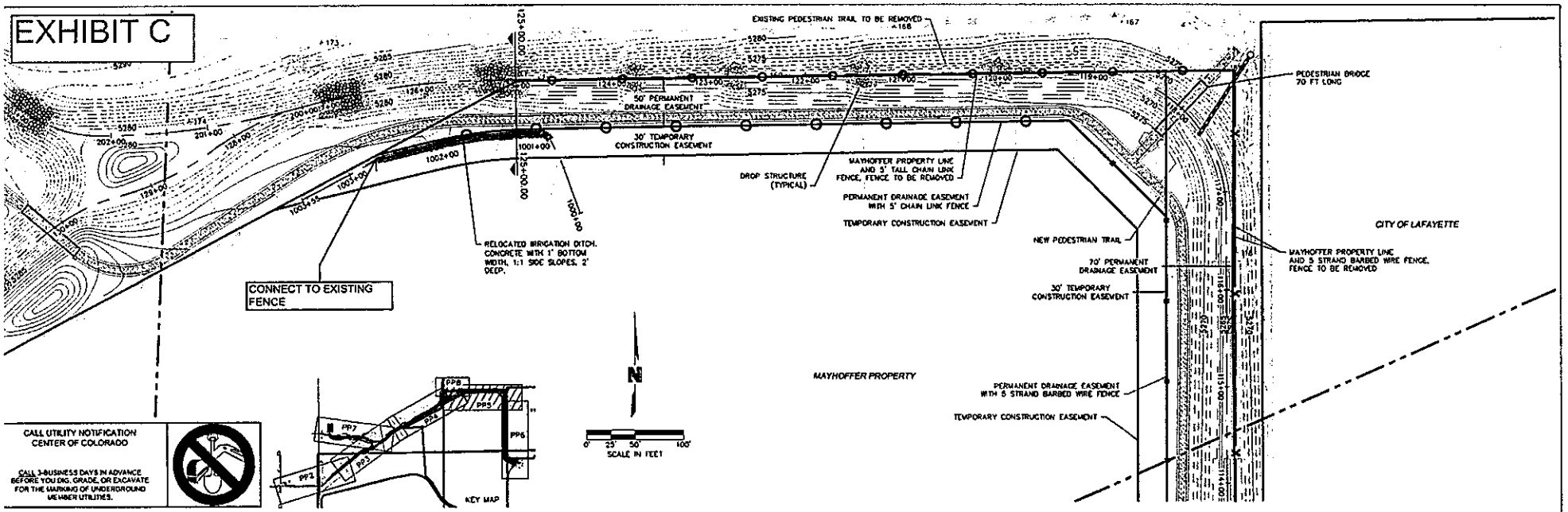
Warranty Work within Temporary Construction Easement Area

The revegetation of the areas disturbed within the Temporary Construction Easement shall be warranted for two years from the date of Substantial Completion for the project. Warranty work would be expected to consist of the reseeding of the area if the original revegetation doesn't take hold and minor channel repairs. Any warranty work within the area described by the Temporary Construction Easement shall only occur upon written authorization by a legal representative of the land owner. If written authorization is not granted during warranty period or other agreed to (in writing) time period, the Contractor's warranty obligations will be released.

EXHIBIT C

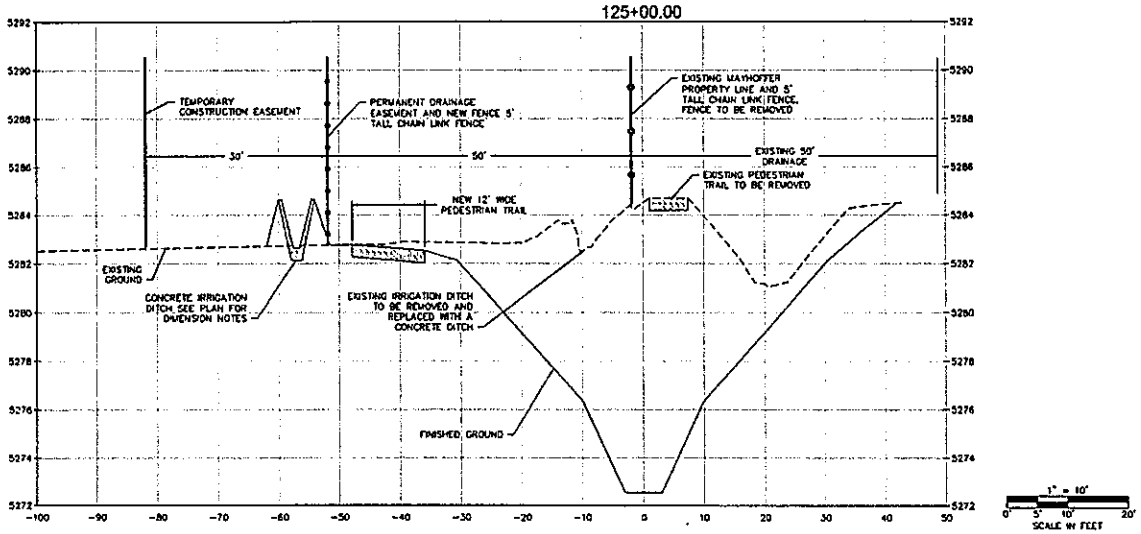
Irrigation Ditch Relocation Plan Sheet

EXHIBIT C



CALL UTILITY NOTIFICATION CENTER OF COLORADO

CALL 3-BUSINESS DAYS IN ADVANCE BEFORE YOU DIG, GRADE, OR EXCAVATE FOR THE MARKING OF UNDERGROUND MEMBER UTILITIES.



PRELIMINARY
NOT TO BE USED FOR CONSTRUCTION
May 08, 2015
DATE PRINTED
OLSSON ASSOCIATES

V NO	DATE	REVISIONS DESCRIPTION

REVISIONS

OLSSON ASSOCIATES
4690 Table Mountain Drive
Suite 200
Golden, CO 80403
TEL 303.237.2072
FAX 303.237.2659

designed by CWM
drawn by MGM
checked by DMC
project no. 013-2567
date 10/2013

URBAN DRAINAGE AND FLOOD CONTROL DISTRICT
CITY OF LOUISVILLE
CITY OF LAFAYETTE

City of Louisville Colorado
Lafayette

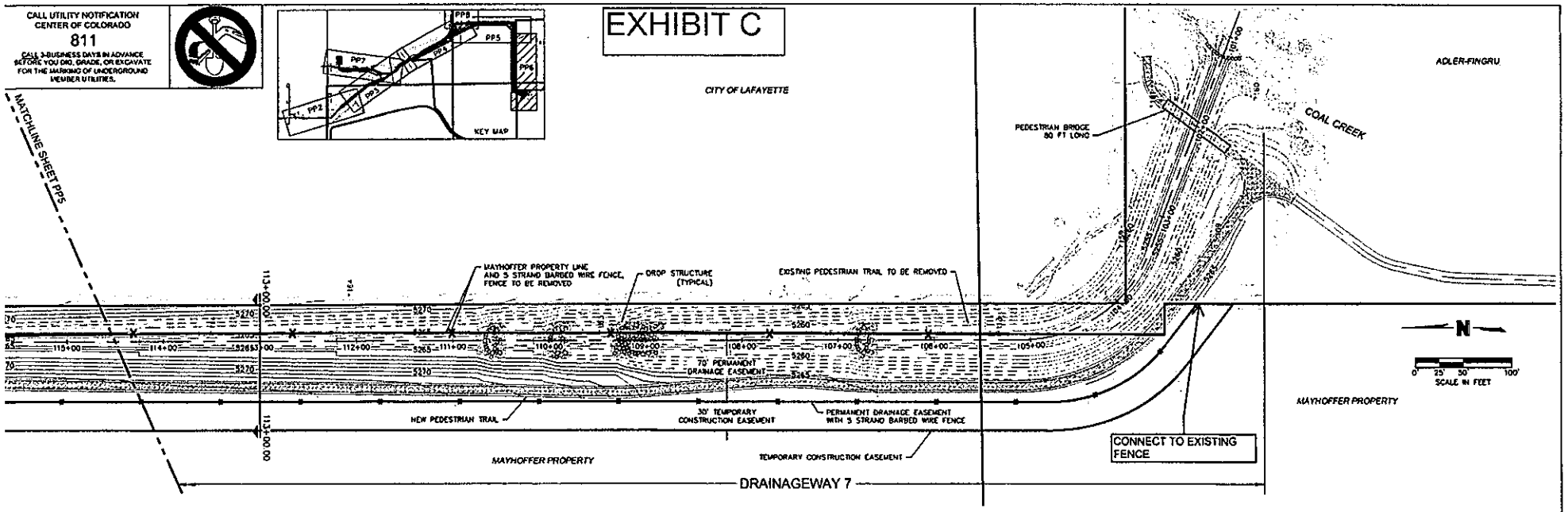
LAFAYETTE-LOUISVILLE BOUNDARY AREA DRAINAGE IMPROVEMENTS: PHASE I

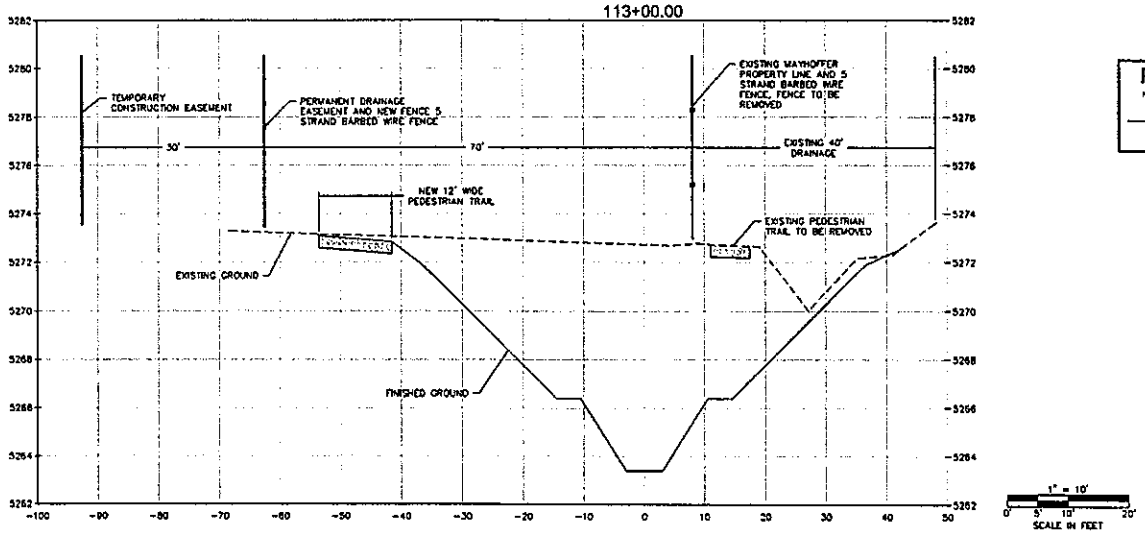
DRAINAGEWAYS 7-2 (1) AND 7
PLAN AND PROFILE
STATION 114+50 TO 128+50

PP5
SHEET 25 of 56

CALL UTILITY NOTIFICATION CENTER OF COLORADO
811
CALL 3-BUSINESS DAYS IN ADVANCE BEFORE YOU DIG, GRADE, OR EXCAVATE FOR THE MARKING OF UNDERGROUND MEMBER UTILITIES.

EXHIBIT C





PRELIMINARY
NOT TO BE USED FOR CONSTRUCTION
May 06, 2015
DATE PRINTED
OLSSON ASSOCIATES

REV NO	DATE	REVISIONS DESCRIPTION

REVISIONS

OLSSON ASSOCIATES
4690 Table Mountain Drive
Suite 200
Golden, CO 80403
TEL 303.237.2072
FAX 303.237.2659

designed by CLK/JI
drawn by MJCU
checked by DRDO
project no. 013-507
date 10/2013

URBAN DRAINAGE AND FLOOD CONTROL DISTRICT
CITY OF LOUISVILLE
CITY OF LAFAYETTE

City of Louisville
City of Lafayette

LAFAYETTE-LOUISVILLE BOUNDARY AREA DRAINAGE IMPROVEMENTS: PHASE I

DRAINAGEWAY 7
PLAN AND PROFILE
STATION 100+00 TO 114+50

PP6
SHEET 26 of 56

CITY COUNCIL COMMUNICATION
AGENDA ITEM 5E

SUBJECT: **RESOLUTION NO. 41, SERIES 2015, A RESOLUTION APPROVING PERMANENT AND TEMPORARY CONSTRUCTION EASEMENTS BETWEEN THE CITY OF LOUISVILLE AND VIRGINIA CHAVEZ AND EVA ARROYAS FOR THE CITY-WIDE STORM SEWER OUTFALL IMPROVEMENTS PROJECT (LAFAYETTE-LOUISVILLE BOUNDARY AREA DRAINAGE IMPROVEMENTS PROJECT)**

DATE: **JULY 14, 2015**

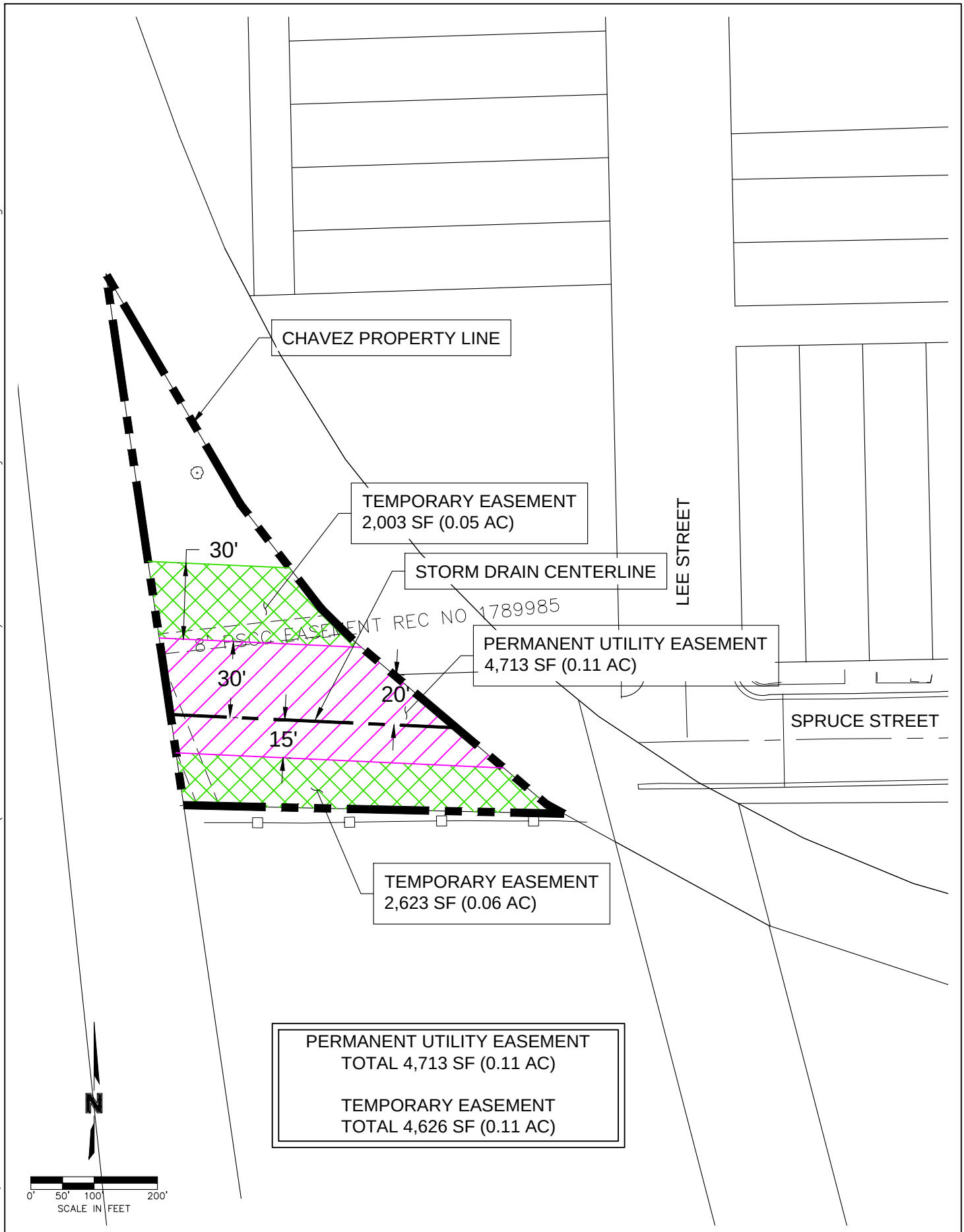
PRESENTED BY: **KURT KOWAR, PUBLIC WORKS**

SUMMARY:
The City-Wide Storm Sewer Outfall Improvements Project requires the acquisition of a permanent drainage easement from the Virginia Chavez and Eva Arroyas east of the BNSF railroad near Spruce Street and a temporary construction easement required to construct the project. The City Attorney has reviewed and approved the easement agreements. The easements will allow the City to construct the proposed outfall drainage improvements to reduce the floodplain in downtown Louisville.

FISCAL IMPACT:
The easements have been accounted for in the project budget and will be paid for from an Urban Drainage account that Louisville, Lafayette and Urban Drainage have been contributing money to since 2011 for the Drainageway Project. The easement costs total $10,000.00.

RECOMMENDATION:
Staff recommends City Council approve the permanent easement and temporary construction easement and authorize the City Manager to sign both easement agreements.

ATTACHMENT(S):
1. Location Map
2. Resolution Approving Easements
3. Louisville Permanent Easement Agreement
4. Louisville Temporary Easement Agreement



PERMANENT UTILITY EASEMENT
TOTAL 4,713 SF (0.11 AC)

TEMPORARY EASEMENT
TOTAL 4,626 SF (0.11 AC)

PROJECT: 013-2507	CHAVEZ PROPERTY	OLSSON ASSOCIATES	FIGURE
DRAWN BY: CAU			G-1
DATE: 11-17-2014			

DWG: C:\Temp\AcPublish_3044\Louisville-Lafayette Boundary Area Drainge Improvements - Chavez Property.dwg USER: cuhrich
DATE: Mar 06, 2015 10:28am XREFS: Louisville A-2-(FLATIRONS CALIBRATION) Boulder County GIS Parcels 132507_Design - West of 42_90%

RESOLUTION NO. 41
SERIES 2015

A RESOLUTION APPROVING PERMANENT AND TEMPORARY CONSTRUCTION EASEMENTS BETWEEN THE CITY OF LOUISVILLE AND VIRGINIA CHAVEZ AND EVA ARROYAS FOR THE CITY-WIDE STORM SEWER OUTFALL IMPROVEMENTS PROJECT (LAFAYETTE-LOUISVILLE BOUNDARY AREA DRAINAGE IMPROVEMENTS PROJECT)

WHEREAS, the City-Wide Storm Sewer Outfall Improvements Project (the "Project") requires the acquisition of a permanent easement and a temporary construction easement across the Virginia Chavez and Eva Arroyas property (collectively, the "Easements"); and

WHEREAS, City staff has negotiated the Easements for acquisition of property interests necessary for the Project, for a purchase price of $1,000 for the temporary construction easement and $9,000 for the permanent easement; and

WHEREAS, the City of Louisville has determined that it will be mutually beneficial and in the public interest to enter into the Easements in order to construct the proposed Project to reduce the floodplain in the City's downtown area and provide other benefits; and

WHEREAS, the City Council by this Resolution desires to approve the Easements and authorize their execution;

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

1. The proposed Easement Agreement and Temporary Construction Easement Agreement (collectively "Easements") between Virginia Chavez and Eva Arroyas (the "Grantors"), and the City of Louisville for the conveyance of a 0.11 acre permanent easement and a 0.11 acre temporary construction easement, as further described in the Easements, are hereby approved in the forms substantially as attached hereto.

2. Approval and acceptance of such Easements is conditioned upon subordination of any prior deeds of trust that may impact the City's easement interests.

3. The Mayor and City Manager, or either of them, is authorized to execute the Easements on behalf of the City, except that the City Manager is hereby granted the authority to negotiate and approve such revisions to said Easements as the City Manager determines are necessary or desirable for the protection of the City, so long as the essential terms and conditions of the Easements are not altered. The Mayor, City Manager and City staff are further authorized to execute any and all documents necessary to complete the acquisition of the property interests under the Easements on behalf of the City, including the acquisition of a title policy on such interests, upon satisfaction of the above condition relating to the subordination of deeds of trust.

PASSED AND ADOPTED this _____ day of _____, 2015.

_____
Robert P. Muckle, Mayor

ATTEST:

_____
Nancy Varra, City Clerk

EASEMENT AGREEMENT

THIS AGREEMENT, made and entered into this 6th day of July, 2015, by and between VIRGINIA CHAVEZ and EVA ARROYAS, whose address is 1105 Pine Street, Louisville, CO 80027 (hereinafter collectively "Grantor") and the CITY OF LOUISVILLE, a Colorado home rule municipal corporation whose legal address is 749 Main Street, Louisville, CO 80027 (hereinafter "Grantee");

WITNESSETH:

WHEREAS, Grantor is the owner of certain real property situated in Section 8 Township 1 South, Range 69 West, County of Boulder, State of Colorado, said real property being more particularly described in Exhibit A attached hereto and incorporated herein by this reference; and

WHEREAS, Grantee requires an easement across a portion of the lands owned by Grantor for the purposes of construction, operation, maintenance, removal, repair, and replacement of drainage piping improvements, lines, structures and appurtenances; the location of which easement is described in Exhibit A, and Grantor is willing to grant such an easement;

NOW, THEREFORE, in consideration of the mutual covenants and promises hereinafter expressed, the parties hereto agree as follows:

1. Grantor does hereby grant, bargain, sell, and convey to Grantee a permanent, exclusive easement over the property described in Exhibit A, for the purpose of construction, operation, maintenance, removal, repair, and replacement of drainage piping improvements, lines, structures and appurtenances; and including the right of ingress and egress, over, under, and across the real property described in Exhibit A. Grantor warrants that it owns fee title to the property described in Exhibit A, free and clear of liens and encumbrances that are superior to the rights granted herein.

2. Grantee agrees to pay Grantor as compensation for the easement granted herein the amount of Nine Thousand Dollars ($9,000), which payment shall be made prior to commencement of any work within the easement and in no event later than forty-five (45) days after Grantor's execution hereof.

3. Grantor agrees that it shall not place any structure or equipment whatsoever permanently on the real property included in the permanent easement granted herein. Grantor further agrees that it shall not excavate, fill or otherwise change the grade of the real property included in the permanent easement without the prior written consent of Grantee.

4. Grantor shall not grant other easements on, under, or over the easement granted herein without Grantee's prior written approval.

5. Grantee will be responsible to pay all costs of, and to keep Grantor's property free of any liens arising out of or relating to, any work performed or caused to be performed by Grantee in connection with the easement granted herein.

6. This agreement and the rights and obligations provided for hereunder shall attach to and run with the affected land and shall be binding not only upon the parties hereto, but also upon their heirs, successors, and assigns.

7. This agreement shall be recorded in the office of the Boulder County Clerk and Recorder by the Grantee.

IN WITNESS WHEREOF, the parties have executed this agreement on the date and year first written above.

GRANTOR:

Virginia Chavez

Eva Arroyas

ACKNOWLEDGEMENT

STATE OF COLORADO)
)ss
COUNTY OF BOULDER)

The foregoing instrument was acknowledged before me this 6th day of July, 2015 by Virginia Chavez.

KERRY HOLLE
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20064038423
MY COMMISSION EXPIRES SEPTEMBER 21, 2018

Witness my hand and official seal.

My commission expires on: 9/21/2018

Notary Public

ACKNOWLEDGEMENT

STATE OF COLORADO)
)ss
COUNTY OF BOULDER)

The foregoing instrument was acknowledged before me this 6th day of July, 2015 by Eva Arroyas.

KERRY HOLLE
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20064038423
MY COMMISSION EXPIRES SEPTEMBER 21, 2018

(SEAL)

Witness my hand and official seal.

My commission expires on: 9/21/2018

Kerry Holle
Notary Public

GRANTEE:
City of Louisville,
a Colorado home rule municipal corporation

By: _____
Malcolm Fleming, City Manager

ATTEST:

_____
Nancy Varra, City Clerk

ACKNOWLEDGMENT

STATE OF COLORADO)
)ss.
COUNTY OF BOULDER)

The foregoing instrument was acknowledged before me this _____ day of _____, 2015 by Malcolm Fleming, City Manager, and Nancy Varra, City Clerk, of the City of Louisville.

Witness my hand an official seal.

My Commission expires:_____

_____
Notary Public

EXHIBIT A

Legal Description Easement Parcel

EXHIBIT A

SOUTHEAST QUARTER OF SECTION 8, TOWNSHIP 1 SOUTH, RANGE 69 WEST OF THE 6TH PM, CITY OF LOUISVILLE, COUNTY OF BOULDER, STATE OF COLORADO.

LEGAL DESCRIPTION:

PARCEL A:
A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 8, TOWNSHIP 1 SOUTH, RANGE 69 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF LOUISVILLE, COUNTY OF BOULDER, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE SOUTH LINE OF TRACT 699-C OF DURAN TRACTS, THENCE ALONG SAID SOUTH LINE, S88°43'09"E A DISTANCE OF 76.48 FEET TO A POINT ON THE SOUTHERLY LINE OF THE COLORADO SOUTHERN RAILROAD COMPANY RIGHT OF WAY;

THENCE N61°21'09"W, ALONG THE SAID SOUTHERLY LINE, A DISTANCE OF 7.75 FEET;

THENCE N49°41'09"W, CONTINUING ALONG THE SAID SOUTHERLY LINE, A DISTANCE OF 22.11 FEET TO THE POINT OF BEGINNING;

THENCE FROM THE POINT OF BEGINNING, N49°41'09"W, CONTINUING ALONG THE SAID SOUTHERLY LINE, A DISTANCE OF 73.66 FEET;

THENCE N87°20'28"W, DEPARTING THE SAID EASTERLY LINE, A DISTANCE OF 79.93 FEET TO A POINT ON THE EASTERLY LINE OF THE COLORADO SOUTHERN RAILROAD COMPANY MAIN RIGHT OF WAY;

THENCE S08°19'09"E, ALONG THE SAID EASTERLY LINE, A DISTANCE OF 45.84 FEET;

THENCE S87°20'28"E, A DISTANCE OF 129.52 FEET TO THE POINT OF BEGINNING;

CONTAINING 4,712 SQUARE FEET OR 0.108 ACRES, MORE OR LESS.

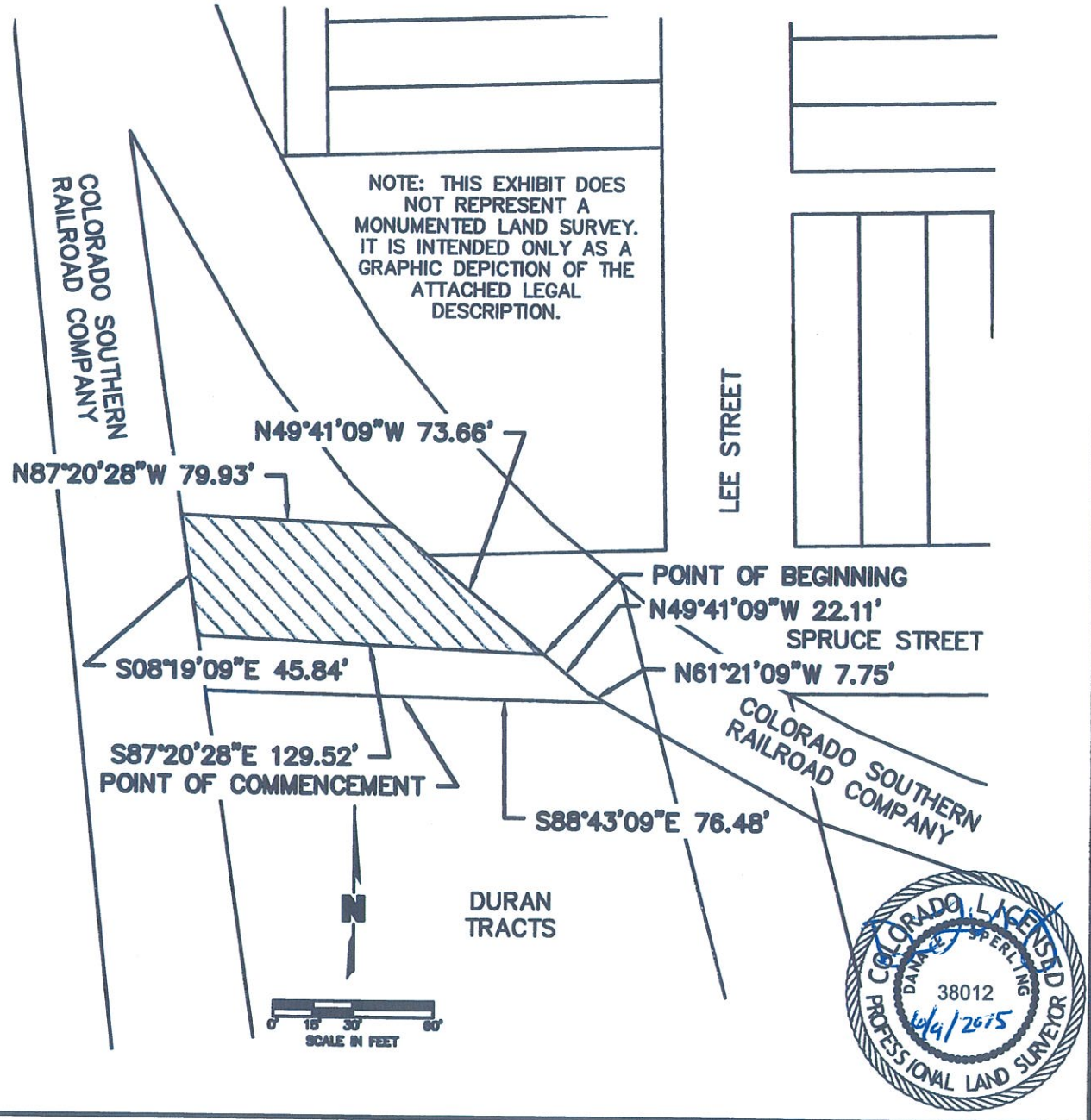
DANA L. SPERLING
PROFESSIONAL LAND SURVEYOR
COLORADO LICENSE NO. 38012

COLORADO LICENSED
DANA L. SPERLING
38012
6/9/2015
PROFESSIONAL LAND SURVEYOR

SHEET 1 OF 2	EXHIBIT A: PERMANENT UTILITY EASEMENT	OLSSON ASSOCIATES
DATE: 06/08/2015		
DRAWN BY: JCS		
CHECKED BY: DLS		
PATH: F:\Projects\013-2507\Easements		
DRAWING: 132507_ESMT.dwg		4690 Table Mountain Drive, Suite 200 Golden, CO 80403 TEL 303.237.2072 FAX 303.237.2659 www.olssonassociates.com

EXHIBIT A

SOUTHEAST QUARTER OF SECTION 8, TOWNSHIP 1 SOUTH, RANGE 69 WEST OF THE 6TH PM,
CITY OF LOUISVILLE, COUNTY OF BOULDER, STATE OF COLORADO.



SHEET 2 OF 2	EXHIBIT A: PERMANENT UTILITY EASEMENT	OLSSON ASSOCIATES
DATE: 06/08/2015		
DRAWN BY: JCS		
CHECKED BY: DLS		
PATH: F:\Projects\013-2507\Easements		
DRAWING: 132507_ESMT.dwg		

4690 Table Mountain Drive, Suite 200
Golden, CO 80403
TEL 303.237.2072
FAX 303.237.2659
www.olssonassociates.com

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement (the "Agreement") is entered into this 6th day of July, 2015, by and between **VIRGINIA CHAVEZ** and **EVA ARROYAS**, whose address is 1105 Pine Street, Louisville, CO 80027 (collectively "Grantor"), and the **CITY OF LOUISVILLE,** a Colorado home rule municipal corporation, whose address is 749 Main Street, Louisville, CO 80027 ("Grantee") (collectively the "Parties").

In consideration of the covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. Grant of Easement. Grantor hereby grants, bargains and conveys to Grantee, for use by Grantee, its officers, employees, agents, representatives, subcontractors and material suppliers, a temporary easement (the "Easement"), over and across the parcel described in Exhibit A attached hereto and incorporated herein by reference ("Temporary Easement Parcel") for use during construction of drainage improvements, lines, structures and appurtenances on adjacent land and for staging associated with such construction, together with all rights and privileges as are necessary or incidental to the reasonable and proper use of such Easement.

During the term of this Easement, Grantor shall not erect or construct, or allow to be erected or constructed, any building or other structure which may interfere with Grantee's full enjoyment of the rights hereunder.

Grantee agrees to pay to Grantor as compensation for the easement granted herein the amount of One Thousand Dollars ($1,000) which payment shall be made prior to commencement of any work within the easement and in no event later than forty-five (45) days after Grantor's execution hereof. Grantor warrants that they own fee title to the property described in Exhibit A, free and clear of liens and encumbrances that are superior to the rights granted herein..

2. Term. The term of the Easement shall begin on the effective date of this Agreement and shall expire twelve months later unless reclamation has not been completed in a manner that is reasonably satisfactory to Grantor. If reclamation has not been performed to Grantor's satisfaction, Grantor may extend the duration of the Easement for up to six months to allow for proper reclamation.

3. Reclamation Requirements; Grantee agrees to comply with the terms and conditions set forth in Exhibit B attached and incorporated herein by reference.

4. Insurance. Prior to entering upon the Temporary Easement Parcel for any purpose under this Agreement, Grantee shall purchase, at its own expense, the insurance coverage described below which will be in effect throughout Grantee's use of the Temporary Easement Parcel.

(a) Comprehensive General Liability Insurance with minimum $1,000,000 combined single limit for each occurrence; and

(b) Automobile Liability Insurance, which includes coverage for all owned, non-owned, and hired autos, with minimum $350,000 combined single limit for each occurrence; and

(c) Workers Compensation and Employers Liability Insurance, if applicable, which shall cover the obligations of Grantee in accordance with the provisions of the Workers Compensation Act, as amended, of the State of Colorado.

Grantee shall provide certificate(s) of insurance to Grantor demonstrating that the aforementioned insurance requirements have been met and that such policy or policies will be in effect throughout Grantee's use of the Temporary Easement Parcel. These certificate(s) of insurance, as respects coverages (a) and (b), shall indicate Grantor as additional named insured and shall contain a valid provision or endorsement that these policies may not be canceled, terminated, changed, or modified without thirty (30) days written notice to Grantor, such notice to be transmitted by certified mail, return receipt requested. The certificate(s) of insurance shall be forwarded to:

Virginia Chavez and Eva Arroyas
1105 Pine Street
Louisville, CO 80027

5. Indemnity. To the extent permitted by law, Grantee agrees that Grantee shall be solely responsible for all damages to persons or property to the extent caused by the Grantee or its agents or employees and which result or arise from their activities on the Temporary Easement Parcel, and will, to the extent permitted by law, indemnify and hold harmless the Grantor and its officers, employees, and agents from any and all liability, damage, loss, cost or expense including but not limited to attorney fees which the Grantor, its officers, employees, or agents may suffer as a result of any and all claims, demands, actions, costs, or judgments made or brought against them by any person or entity, to the extent arising out of the activities performed by Grantee pursuant to this Agreement. By agreeing to this right to indemnification, Grantee in no way waives or intends to waive the limitations on liability which are provided to Grantee and its employees and officers under the Colorado Governmental Immunity Act, C.R.S. sections 24-10-101 et *seq.*, as amended.

6. Mechanic's Liens. Nothing contained herein shall authorize Grantee, or any person or entity acting through, with or on behalf of Grantee, to subject the Temporary Easement Parcel, or any portion thereof, to mechanic's liens. If any such lien shall be filed against the Temporary Easement Parcel, and the Grantee is charged with causing such lien, Grantee shall cause the lien to be discharged. In the event that such lien is not discharged within twenty (20) days after receipt of written notice of the lien by the Grantee, then Grantor, at its option, and at the reasonable cost and expense of the Grantee, may enter into, defend, prosecute or pursue any effort or action (whether or not litigation is involved) which Grantor deems necessary to defend its property from and against such lien.

7. Damage to Temporary Easement Parcel. In the event that the use of the Easement by the Grantee, its successors and assigns, or any person acting through, with or on behalf of the

Grantee results in any damage or destruction to any portion of the Temporary Easement Parcel, or any improvement located thereon, including, but not limited to, any type of environmental damage or liability resulting from the storage, spill or disposal of any substance whether or not hazardous, or in the event that Grantee fails to comply with the Reclamation Requirements, Grantee shall promptly restore such portion of the Temporary Easement Parcel or improvements to its condition prior to such damage or destruction and/or take the necessary steps to comply with the Reclamation Requirements. In the event that Grantee fails to restore such portion of the Temporary Easement Parcel to its condition prior to such damage or destruction or fails to take the necessary steps to comply with the Reclamation Requirements, Grantor, after given written notice to Grantee, shall be entitled to repair or restore such portion of the Temporary Easement Parcel or improvements to its original condition prior to such damage or destruction and/or take the necessary steps to fulfill the requirements set forth in the Reclamation Requirements, and shall be entitled to reimbursement for all costs and expenses related to such repair, restoration, or corrective action pursuant to the Reclamation Requirements.

8. Successor and Assigns. The terms and provisions of this Agreement shall be binding upon and inure to the benefit of the Grantor and Grantee and their respective successors and assigns. The burdens and benefits hereof shall run with the land and be appurtenant thereto with the effect that any person or entity that acquires an interest in the Temporary Easement Parcel shall be entitled to the benefits and bound by the burdens hereof.

9. Entire Agreement and Amendments. This Agreement contains the entire understanding among the Parties with respect to the matters stated herein. This Agreement shall not be modified or amended except by an instrument in writing executed by the Grantor and Grantee, their successors and assigns.

10. No Waiver. No failure by the Grantor to act or to enforce the terms of this Easement shall be deemed to be a waiver or a forfeiture of the right to enforce any term, condition, covenant, or purpose of this Easement in the future. No waiver by either party of any default under this Agreement shall be effective or binding upon such party unless made in writing.

11. Severability. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, such term or provision shall be deemed severable and the remaining terms and provisions hereof shall continue in full force and effect.

12. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same agreement. Facsimile signatures shall be acceptable to and binding upon all parties.

13. Execution. The Parties represent and warrant that the persons executing this Agreement have been duly authorized to execute this Agreement on their behalf and have the power to bind the Parties to the terms and conditions hereof.

IN WITNESS WHEREOF, the Parties have executed this Temporary Construction Easement Agreement as of the date first above written.

GRANTOR:

Virginia Chavez

Eva Arroyas

ACKNOWLEDGEMENT

STATE OF COLORADO)
)ss
COUNTY OF BOULDER)

The foregoing instrument was acknowledged before me this 6th day of July, 2015, by Virginia Chavez.

KERRY HOLLE
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20064038423
MY COMMISSION EXPIRES SEPTEMBER 21, 2018
(SEAL)

Witness my hand and official seal.

My commission expires on: 9/21/2018

Kerry Holle
Notary Public

ACKNOWLEDGEMENT

STATE OF COLORADO)
)ss
COUNTY OF BOULDER)

The foregoing instrument was acknowledged before me this 6th day of July, 2015, by Eva Arroyas.

Witness my hand and official seal.

KERRY HOLLE
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20064038423
MY COMMISSION EXPIRES SEPTEMBER 21, 2018
(SEAL)

My commission expires on: 9/21/2018

Kerry Holle
Notary Public

GRANTEE:
City of Louisville,
a Colorado home rule municipal corporation

By:_____
Malcolm Fleming, City Manager

ATTEST:

By:_____
Nancy Varra, City Clerk

ACKNOWLEDGEMENT

STATE OF COLORADO)
) ss.
COUNTY OF BOULDER)

The foregoing instrument was acknowledged before me this____ day of _____, 2015, by Malcolm Fleming, as City Manager, and Nancy Varra, as City Clerk, on behalf of the City of Louisville, a Colorado home rule municipal corporation.

Witness my hand and official seal

My commission expires on: _____

(SEAL)

_____
Notary Public

EXHIBIT A

Legal Description Temporary Easement Parcel

EXHIBIT A

SOUTHEAST QUARTER OF SECTION 8, TOWNSHIP 1 SOUTH, RANGE 69 WEST OF THE 6TH PM, CITY OF LOUISVILLE, COUNTY OF BOULDER, STATE OF COLORADO.

LEGAL DESCRIPTION:

PARCEL A:
A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 8, TOWNSHIP 1 SOUTH, RANGE 69 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF LOUISVILLE, COUNTY OF BOULDER, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE SOUTH LINE OF TRACT 699-C OF DURAN TRACTS, SAID POINT ALSO BEING THE POINT OF BEGINNING;

THENCE FROM THE POINT OF BEGINNING, S88°43'09"E, ALONG THE SAID SOUTH LINE, A DISTANCE OF 76.48 FEET TO A POINT ON THE SOUTHERLY LINE OF THE COLORADO SOUTHERN RAILROAD COMPANY RIGHT OF WAY;

THENCE N61°21'09"W, ALONG THE SAID SOUTHERLY LINE, A DISTANCE OF 7.75 FEET;

THENCE N49°41'09"W, CONTINUING ALONG THE SAID SOUTHERLY LINE, A DISTANCE OF 22.11 FEET;

THENCE N87°20'28"W, A DISTANCE OF 129.52 FEET TO A POINT ON THE EASTERLY LINE OF THE COLORADO SOUTHERN RAILROAD COMPANY MAIN RIGHT OF WAY;

THENCE S08°19'09"E, ALONG THE SAID EASTERLY LINE, A DISTANCE OF 20.90 FEET;

THENCE S88°43'09"E, A DISTANCE OF 73.58 FEET TO THE POINT OF BEGINNING.

CONTAINING 2,003 SQUARE FEET OR 0.045 ACRES, MORE OR LESS.

PARCEL B:
A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 8, TOWNSHIP 1 SOUTH, RANGE 69 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF LOUISVILLE, COUNTY OF BOULDER, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE SOUTH LINE OF TRACT 699-C OF DURAN TRACTS, THENCE ALONG SAID SOUTH LINE, S88°43'09"E A DISTANCE OF 76.48 FEET TO A POINT ON THE SOUTHERLY LINE THE COLORADO SOUTHERN RAILROAD COMPANY RIGHT OF WAY;

THENCE N61°21'09"W, ALONG THE SAID SOUTHERLY LINE, A DISTANCE OF 7.75 FEET;

LEGAL DESCRIPTION CONTINUES ON SHEET 2 OF 4

COLORADO LICENSED
DANA L. STERLING
38012
6/9/2015
PROFESSIONAL LAND SURVEYOR

SHEET 1 OF 4	EXHIBIT A: TEMPORARY EASEMENT	OLSSON ASSOCIATES
DATE: 06/08/2015		
DRAWN BY: JCS		
CHECKED BY: DLS		
PATH: F:\Projects\013-2507\Easements		
DRAWING: 132507_ESMT.dwg		

4690 Table Mountain Drive, Suite 200
Golden, CO 80403
TEL 303.237.2072
FAX 303.237.2659
www.olssonassociates.com

EXHIBIT A

SOUTHEAST QUARTER OF SECTION 8, TOWNSHIP 1 SOUTH, RANGE 69 WEST OF THE 6TH PM, CITY OF LOUISVILLE, COUNTY OF BOULDER, STATE OF COLORADO.

LEGAL DESCRIPTION:

THENCE N49°41'09"W, CONTINUING ALONG THE SAID SOUTHERLY LINE, A DISTANCE OF 95.77 FEET TO THE POINT OF BEGINNING;

THENCE FROM THE POINT OF BEGINNING, N49°41'09"W, CONTINUING ALONG THE SAID SOUTHERLY LINE, A DISTANCE OF 4.23 FEET;

THENCE N45°14'09"W, CONTINUING ALONG THE SAID SOUTHERLY LINE, A DISTANCE OF 18.00 FEET;

THENCE N37°44'09"W, CONTINUING ALONG THE SAID SOUTHERLY LINE, A DISTANCE OF 20.15 FEET;

THENCE N87°20'28"W, A DISTANCE OF 55.99 FEET TO A POINT ON THE EASTERLY LINE OF THE COLORADO SOUTHERN RAILROAD COMPANY MAIN RIGHT OF WAY;

THENCE S08°19'09"E, ALONG THE SAID EASTERLY LINE, A DISTANCE OF 30.56 FEET;

THENCE S87°20'28"E, DEPARTING THE SAID EASTERLY LINE, A DISTANCE OF 79.93 FEET TO THE POINT OF BEGINNING.

CONTAINING 2,623 SQUARE FEET OR 0.060 ACRES, MORE OR LESS.

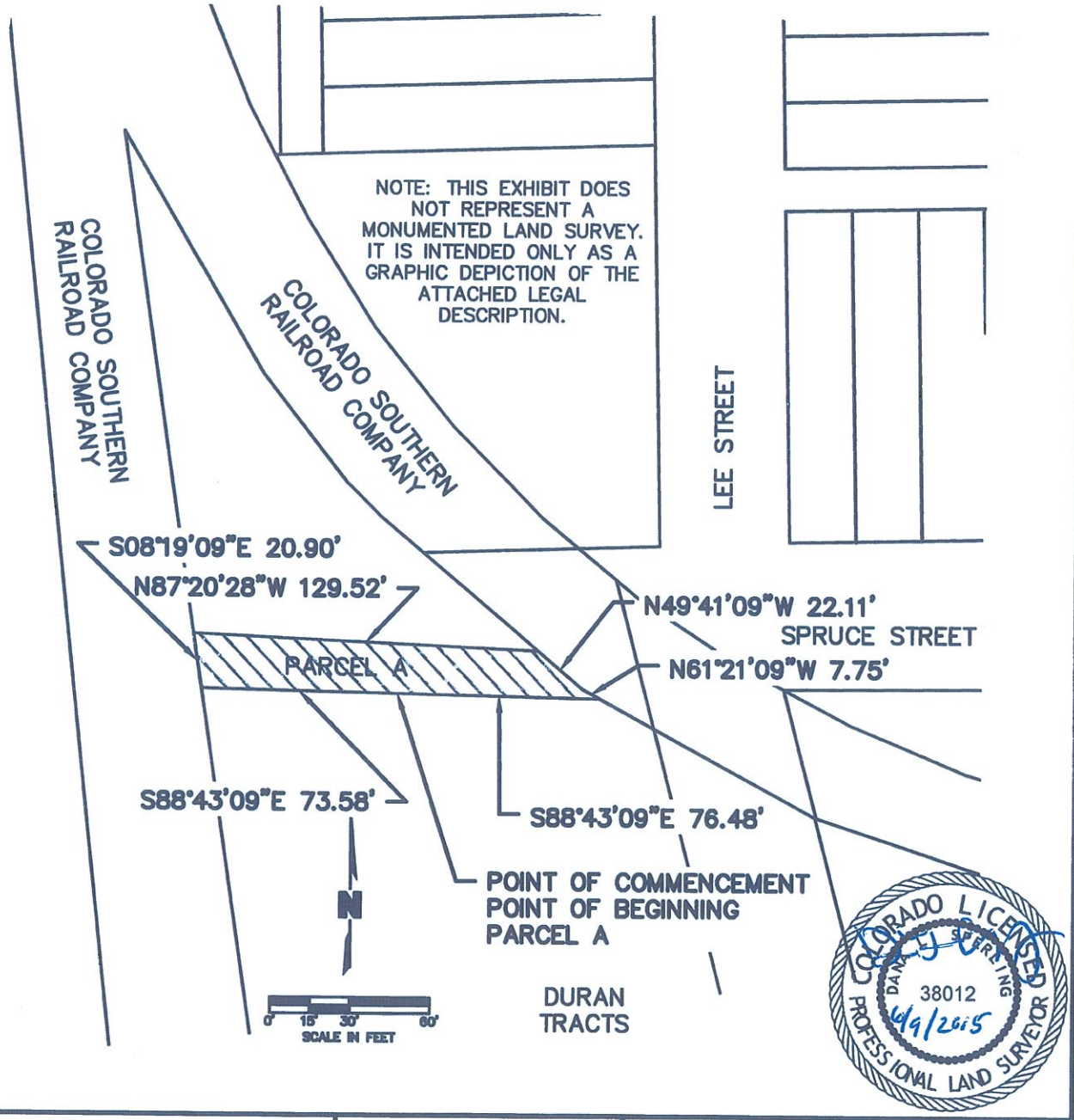
COLORADO LICENSED
DANA L. SPERLING
38012
6/9/2015
PROFESSIONAL LAND SURVEYOR

DANA L. SPERLING
PROFESSIONAL LAND SURVEYOR
COLORADO LICENSE NO. 38012

SHEET 2 OF 4	EXHIBIT A: TEMPORARY EASEMENT	OLSSON ASSOCIATES
DATE: 06/08/2015		
DRAWN BY: JCS		
CHECKED BY: DLS		
PATH: F:\Projects\013-2507\Easements		
DRAWING: 132507_ESMT.dwg		4690 Table Mountain Drive, Suite 200 Golden, CO 80403 TEL 303.237.2072 FAX 303.237.2659 www.olssonassociates.com

EXHIBIT A

SOUTHEAST QUARTER OF SECTION 8, TOWNSHIP 1 SOUTH, RANGE 69 WEST OF THE 6TH PM, CITY OF LOUISVILLE, COUNTY OF BOULDER, STATE OF COLORADO.



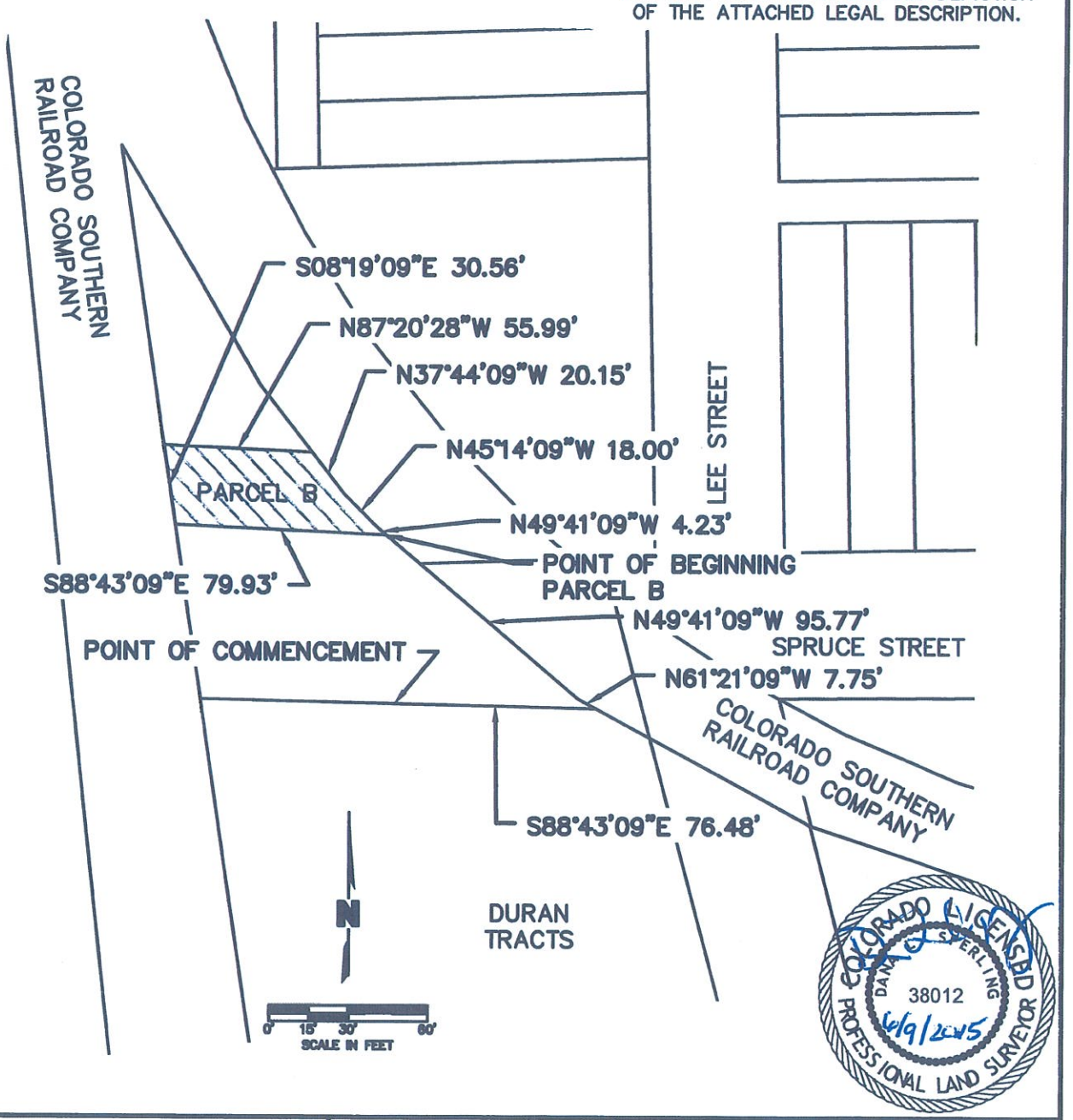
SHEET 3 OF 4	EXHIBIT A: TEMPORARY EASEMENT	OLSSON ASSOCIATES
DATE: 06/08/2015		
DRAWN BY: JCS		
CHECKED BY: DLS		
PATH: F:\Projects\013-2507\Easements		
DRAWING: 132507_ESMT.dwg		

4690 Table Mountain Drive, Suite 200
Golden, CO 80403
TEL 303.237.2072
FAX 303.237.2659
www.olssonassociates.com

EXHIBIT A

SOUTHEAST QUARTER OF SECTION 8, TOWNSHIP 1 SOUTH, RANGE 69 WEST OF THE 6TH PM,
CITY OF LOUISVILLE, COUNTY OF BOULDER, STATE OF COLORADO.

NOTE: THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED LAND SURVEY. IT IS INTENDED ONLY AS A GRAPHIC DEPICTION OF THE ATTACHED LEGAL DESCRIPTION.



SHEET 4 OF 4	EXHIBIT A: TEMPORARY EASEMENT	OLSSON ASSOCIATES
DATE: 06/08/2015		
DRAWN BY: JCS		
CHECKED BY: DLS		
PATH: F:\Projects\013-2507\Easements		
DRAWING: 132507_ESMT.dwg		

4690 Table Mountain Drive, Suite 200
Golden, CO 80403
TEL 303.237.2072
FAX 303.237.2659
www.olssonassociates.com

EXHIBIT B

Specifications for Reclamation for City of Louisville's Temporary Construction Easement

This document addresses guidelines for reclamation/revegetation of the areas disturbed by the City of Louisville's use of the Temporary Construction Easement. Reclamation/revegetation includes the following four activities:

1. Construction Dates
2. Temporary Fencing
3. Seeding
4. Warranty Work within Temporary Construction Easement Area

Construction Dates

The project generally will start with mobilization to the site on August 2015 and be completed by June 2015. Access within the granted Temporary Construction Easement will occur between August 2015 and June2016.

Temporary Fencing

Before any construction activities proceed, the easement or construction area should be delineated with a temporary orange construction fence. The fence is to serve as a visual reference for the construction area. All traffic and construction activity should be restricted to within the easement area only. The fence shall remain until the project is finished.

Seeding

The seed mix shall be of a type approved by Landowner, and shall be installed per the manufacturer's recommendations.

Warranty Work within Temporary Construction Easement Area

The revegetation of the areas disturbed within the Temporary Construction Easement shall be warranted for two years from the date of Substantial Completion for the project. Warranty work would be expected to consist of the reseeding of the area if the original revegetation doesn't take hold and minor channel repairs. Any warranty work within the area described by the Temporary Construction Easement shall only occur upon written authorization by a legal representative of the land owner. If written authorization is not granted during warranty period or other agreed to (in writing) time period, the Contractor's warranty obligations will be released.

City of Louisville
COLORADO • SINCE 1878

CITY COUNCIL COMMUNICATION
AGENDA ITEM 5F

SUBJECT: **RESOLUTION NO. 42, SERIES 2015 – A RESOLUTION APPROVING A COMMUNITY DEVELOPMENT BLOCK GRANT DISASTER RECOVERY (CDBG-DR) INFRASTRUCTURE GRANT AGREEMENT WITH THE STATE OF COLORADO FOR THE COUNTY ROAD BRIDGE FLOOD RECONSTRUCTION PROJECT**

DATE: **JULY 14, 2015**

PRESENTED BY: **KURT KOWAR, PUBLIC WORKS DEPARTMENT**

SUMMARY:
County Road Bridge Reconstruction costs are under the reimbursement jurisdiction of the State of Colorado and the Federal Highway Authority (FHWA) for flood reconstruction funding. An IGA with CDOT has been approved that will fund 80% of the project. The State has since contributed another 10% of the project costs leaving the City to fund the remaining 10%.

City Staff applied for a CDBG Disaster Recovery Grant to fund the remaining 10%. CDBG has approved funding for the remaining 10% in the amount of $365,460.26.

The City Attorney has reviewed the Agreement and has found the agreement acceptable.

FISCAL IMPACT:
The current cost estimate of the County Road Bridge Replacement, including design and construction, as calculated by CDOT is $3.65 million.

RECOMMENDATION:
Staff recommends City Council pass Resolution No. 42, Series 2015 authorizing the Mayor to sign the attached Agreement on behalf of the City.

ATTACHMENT(S):
1. Resolution
2. Infrastructure Grant Agreement

RESOLUTION NO. 42
SERIES 2015

A RESOLUTION APPROVING THE COMMUNITY DEVELOPMENT BLOCK GRANT – DISASTER RECOVERY INFRASTRUCTURE GRANT AGREEMENT FOR THE COUNTY ROAD BRIDGE

WHEREAS, the Department of Housing and Urban Development ("HUD") Community Development Block Grant Disaster Recovery ("CDBG-DR") Program has appropriated funds for disaster assistance and is distributing appropriated funds to the State of Colorado; and

WHEREAS, the City of Louisville desires to participate in such CDBG-DR Program funding for the purpose of completing an infrastructure project for repairs to the County Road Bridge damaged by the September 2013 flood; and

WHEREAS, the City has determined that it will be mutually beneficial and in the public interest to enter into an Community Development Block Grant – Disaster Recovery Infrastructure Grant Agreement with the State of Colorado Department of Local and Affairs ("the Agreement") in order to accept CDBG-DR Program funding to replace and upgrade the damaged County Road Bridge; and

WHEREAS, the City is authorized to enter into cooperative agreements or contracts pursuant to the Colorado Constitution, Article XIV § 18, and § 29-l-203, C.R.S.

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

1. The Community Development Block Grant – Disaster Recovery Infrastructure Grant Agreement between the City of Louisville and the State of Colorado, Department of Local Affairs (the "Agreement"), is hereby approved in essentially the same form as the copy of such Agreement accompanying this Resolution.

2. The Mayor is authorized to execute the Agreement on behalf of the City, except that the Mayor is hereby further granted 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. The Mayor, City Manager, City Clerk and City staff are hereby authorized to execute all documents and do all other things necessary on behalf of the City to effect the provisions of the Agreement and perform the obligations of the City under the Agreement, including but not limited to execution and delivery of all certifications, reports, forms, option letters, contract amendments and other documents appropriate or required in connection with the Agreement and completion of the scope of work to be funded through the Agreement.

4. All action heretofore taken in furtherance of the purposes of the Agreement are hereby ratified and confirmed.

PASSED AND ADOPTED this _____ day of _____, 2015.

_____
Robert P. Muckle, Mayor

ATTEST:

_____
Nancy Varra, City Clerk

COMMUNITY DEVELOPMENT BLOCK GRANT DISASTER RECOVERY (CDBG-DR) INFRASTRUCTURE GRANT AGREEMENT

Between

STATE OF COLORADO
DEPARTMENT OF LOCAL AFFAIRS

And

CITY OF LOUISVILLE

Summary

Award Amount: $365,460.26

Agreement Identification:

Contract Encumbrance #: D5DR1-40-13 *(DOLA's primary contract identification #)*
Contract Management System #: _____ *(State of Colorado's contract tracking #)*

Project Information:

Project/Award Number: R1-40-13
Project Name: CDBG-DR
Performance Period: Start Date: January 6, 2015 End Date: March 31, 2016
Brief Description of Project / Assistance: County Road Bridge (95th Street) - Replacement and upgrade of existing damaged bridge

Program & Funding Information:

Program Name: Community Development Block Grant Disaster Recovery (CDBG-DR)
Funding source: Federal Funds
Catalog of Federal Domestic Assistance (CFDA) Number (if federal funds): 14.269
Funding Account Codes: _____
_____

TABLE OF CONTENTS

1. PARTIES 2
2. EFFECTIVE DATE AND NOTICE OF NONLIABILITY 2
3. RECITALS 2
4. DEFINITIONS 3
5. TERM 5
6. STATEMENT OF PROJECT 5
7. PAYMENTS TO GRANTEE 5
8. REPORTING - NOTIFICATION 6
9. GRANTEE RECORDS 7
10. CONFIDENTIAL INFORMATION-STATE RECORDS 7
11. CONFLICTS OF INTEREST 8
12. REPRESENTATIONS AND WARRANTIES 8
13. INSURANCE 9
14. BREACH 12
15. REMEDIES 12
16. NOTICES and REPRESENTATIVES 14
17. RIGHTS IN DATA, DOCUMENTS, AND COMPUTER SOFTWARE 15
18. GOVERNMENTAL IMMUNITY 15
19. STATEWIDE CONTRACT MANAGEMENT SYSTEM 15
20. RESTRICTION ON PUBLIC BENEFITS 16
21. GENERAL PROVISIONS 16
COLORADO SPECIAL PROVISIONS 18
SIGNATURE PAGE 21
EXHIBIT A – APPLICABLE LAWS
EXHIBIT B – STATEMENT OF PROJECT
EXHIBIT C – SUPPLEMENTAL PROVISIONS FOR FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT OF 2006 (FFATA)
EXHIBIT D – RESERVED
EXHIBIT E –FORM OF OPTION LETTER
EXHIBIT F - PROCEDURE TO PREVENT DUPLICATION OF BENEFITS
FORM 1 – RESERVED
FORM 2 – FFATA DATE REPORT FORM
Attachment A-1(a) FHWA - OTHER INFRASTRUCTURE PROJECTS SCOPE OF WORK/BUDGET
Attachment A-1(b) FHWA - OTHER INFRASTRUCTURE PROJECTS PPP

1. PARTIES

This Agreement (hereinafter called "**Grant**") is entered into by and between **City of Louisville** (hereinafter called "**Grantee**"), and the STATE OF COLORADO acting by and through the Department of Local Affairs (hereinafter called the "**State**" or "**DOLA**").

2. EFFECTIVE DATE AND NOTICE OF NONLIABILITY.

This Grant shall not be effective or enforceable until it is approved and signed by the Colorado State Controller or designee (hereinafter called the "**Effective Date**"). Except as specified in **§5.1** of the Subproject Scope of Work/Budget, the State shall not be liable to pay or reimburse Grantee for any performance hereunder, including, but not limited to costs or expenses incurred, or be bound by any provision hereof prior to the Effective Date or after termination of the Grant.

3. RECITALS

A. Authority, Appropriation, and Approval

Authority to enter into this Grant exists in CRS §24-32-106 and funds have been budgeted, appropriated and otherwise made available pursuant to CRS §24-32-106 and a sufficient unencumbered balance thereof

remains available for payment. Required approvals, clearance and coordination have been accomplished from and with appropriate agencies.

B. Consideration

The Parties acknowledge that the mutual promises and covenants contained herein and other good and valuable consideration are sufficient and adequate to support this Grant.

C. Purpose

The purpose of this Grant is described in **Exhibit B**.

D. References

All references in this Grant to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

4. DEFINITIONS

The following terms as used herein shall be construed and interpreted as follows:

A. Beneficiary

"Beneficiary" shall have the meaning given in the Subproject Scope of Work/Budget.

B. Budget

"Budget" means the budget for the Project and/or Work described in **Exhibit B** and individual Subproject Scope of Work/Budgets.

C. Evaluation

"Evaluation" means the process of examining Grantee's Work and rating it based on criteria established in **§6** and **Exhibit B** and individual Subproject Scope of Work/Budgets and Project Performance Plans**.**

D. Exhibits and other Attachments

The following are attached hereto and incorporated by reference herein:

- **i.** Exhibit A (Applicable Laws)
- **ii.** Exhibit B (Statement of Project)
- **iii.** Exhibit C (Supplemental Provisions for Federal Funding Accountability and Transparency Act of 2006 (FFATA))
- **iv.** Exhibit D (Reserved)
- **v.** Exhibit E (Option Letter)
- **vi.** Exhibit F (Procedure to Prevent Duplication of Benefits)
- **vii.** Form 1 (Reserved)
- **viii.** Form 2 (FFATA Data Report Form)
- **ix.** Attachment A-1(a) FHWA - OTHER INFRASTRUCTURE PROJECTS SCOPE OF WORK/BUDGET
- **x.** Attachment A-1(b) FHWA - OTHER INFRASTRUCTURE PROJECTS PPP

E. Goods

"Goods" means tangible material acquired, produced, or delivered by Grantee either separately or in conjunction with the Services Grantee renders hereunder.

F. Grant

"Grant" means this agreement, its terms and conditions, attached exhibits, documents incorporated by reference pursuant to the terms of this grant, and any future modifying agreements, exhibits, attachments or references incorporated herein pursuant to Colorado State law, Fiscal Rules, and State Controller Policies.

G. Grant Funds

"Grant Funds" means available funds payable by the State to Grantee pursuant to this Grant.

H. Party or Parties

"Party" means the State or Grantee and "Parties" means both the State and Grantee.

I. Pay Request(s)

"Pay Request(s)" means the Grantee's payment request(s) for Work submitted on form(s) provided by the State and including all supporting documentation (including invoices) and as specified in the Subproject Scope of Work/Budget.

J. Personal Property

"Personal Property" means the personal property, if any, which Grant Funds are used to acquire or improve.

K. Pre-agreement costs

"Pre-agreement costs", when applicable, means the costs incurred on or after the date as specified in the Subproject Scope of Work/Budget, and prior to the Effective Date of this Grant. Such costs shall have been detailed in Grantee's grant application and specifically authorized by the State and incorporated herein pursuant to **Exhibit B** and individual Subproject Scope of Work/Budgets.

L. Project

"Project" means the overall project described in **Exhibit B** and individual Subproject Scope of Work/Budgets, which includes the Work.

M. Project Performance Plan

"Project Performance Plan" means the milestones, performance goals and timelines for a Subproject identified in the project performance plan for such Subproject which is attached to this Grant.

N. Program

"Program" means the grant program specified on the first page of this Grant that provides the funding for this Grant.

O. Review

"Review" means examining Grantee's Work to ensure that it is adequate, accurate, correct and in accordance with the criteria established in **§6, Exhibit B** and individual Subproject Scope of Work/Budgets and Project Performance Plans.

P. Services

"Services" means the required services to be performed by Grantee pursuant to this Grant.

Q. Status Report(s)

"Status Report(s)" means the Grantee's status report(s) on the Work/Subproject submitted on form(s) provided by the State.

R. Subcontractor

"Subcontractor" means third-parties, if any, engaged by Grantee to carry out specific vendor related services.

S. Subgrantee

"Subgrantee" means third-parties, if any, engaged by Grantee to aid in performance of its obligations. Subgrantee is bound by the same overall programmatic and grant requirements as Grantee.

T. Subject Property

"Subject Property" means the real property, if any, which Grant Funds are used to acquire, construct, or clear or demolish existing structures.

U. Subproject

"Subproject" means each subdivision of the Project which is specified on an Attachment pursuant to **§1.3** of **Exhibit B**.

V. Subproject Scope of Work/Budget

"Subproject Scope of Work/Budget" means the scope of work and budget for a Subproject which is attached to this Grant.

W. Work

"Work" means the tasks and activities Grantee is required to perform to fulfill its obligations under this Grant and **Exhibit B** and individual Subproject Scope of Work/Budgets, including the performance of the Services and delivery of the Goods.

X. Work Product

"Work Product" means the tangible or intangible results of Grantee's Work, including, but not limited to, software, research, reports, studies, data, photographs, negatives or other finished or unfinished documents, drawings, models, surveys, maps, materials, or work product of any type, including drafts.

5. TERM.

A. Initial Term-Work Commencement

The Parties' respective performances under this Grant shall commence on the Effective Date. Subprojects shall commence and terminate on the dates specified in the applicable Subproject Scope of Work/Budget. This Grant shall terminate on March 31, 2016 unless sooner terminated or further extended as specified elsewhere herein.

B. Two Month Extension

The State, at its sole discretion upon written notice to Grantee as provided in **§16,** may unilaterally extend the term of this Grant for a period not to exceed two months if the Parties are negotiating a replacement Grant (and not merely seeking a term extension) at or near the end of any initial term or any extension thereof. The provisions of this Grant in effect when such notice is given, including, but not limited to prices, rates, and delivery requirements, shall remain in effect during the two month extension. The two-month extension shall immediately terminate when and if a replacement Grant is approved and signed by the Colorado State Controller.

6. STATEMENT OF PROJECT

A. Completion

Grantee shall complete the Work and its other obligations as described herein and in **Exhibit B** and individual Subproject Scope of Work/Budgets. Except as specified in §5.1 of the Subproject Scope of Work/Budget, the State shall not be liable to compensate Grantee for any Work performed prior to the Effective Date or after the termination of this Grant.

B. Goods and Services

Grantee shall procure Goods and Services necessary to complete the Work. Such procurement shall be accomplished using the Grant Funds and shall not increase the maximum amount payable hereunder by the State.

C. Employees

All persons employed by Grantee or Subgrantees shall be considered Grantee's or Subgrantees' employee(s) for all purposes hereunder and shall not be employees of the State for any purpose as a result of this Grant.

7. PAYMENTS TO GRANTEE

The State shall, in accordance with the provisions of this **§7**, pay Grantee in the following amounts and using the methods set forth below:

A. Maximum Amount

The maximum amount payable under this Grant to Grantee by the State is **$365,460.26**, as determined by the State from available funds. Grantee agrees to provide any additional funds required for the successful completion of the Work. Payments to Grantee are limited to the unpaid obligated balance of the Grant as set forth in individual Subproject Scope of Work/Budgets.

B. Payment

i. Payments

Any payment allowed under this Grant shall comply with State Fiscal Rules and be made in accordance with the provisions of this Grant or such Exhibit. Grantee shall initiate any payment requests by submitting invoices to the State in the form and manner set forth and approved by the State.

ii. Interest

The State shall not pay interest on Grantee invoices. The State shall fully pay each invoice within 45 days of receipt thereof if the amount invoiced represents performance by Grantee previously accepted by the State.

iii. Available Funds-Contingency-Termination

The State is prohibited by law from making fiscal commitments beyond the term of the State's current fiscal year. Therefore, Grantee's compensation is contingent upon the continuing availability of State appropriations as provided in the Colorado Special Provisions, set forth below. If federal funds are used with this Grant in whole or in part, the State's performance hereunder is contingent upon the

continuing availability of such funds. Payments pursuant to this Grant shall be made only from available funds encumbered for this Grant and the State's liability for such payments shall be limited to the amount remaining of such encumbered funds. If State or federal funds are not fully appropriated, or otherwise become unavailable for this Grant, the State may immediately terminate this Grant in whole or in part to the extent of funding reduction without further liability in accordance with the provisions herein.

iv. Erroneous Payments

At the State's sole discretion, payments made to Grantee in error for any reason, including, but not limited to overpayments or improper payments, and unexpended or excess funds received by Grantee, may be recovered from Grantee by deduction from subsequent payments under this Grant or other grants or agreements between the State and Grantee or by other appropriate methods and collected as a debt due to the State. Such funds shall not be paid to any person or entity other than the State.

v. Retroactive Payments

As specified **§5.1** of in the Subproject Scope of Work/Budget, the State shall pay Grantee for costs or expenses incurred or performance by the Grantee prior to the Effective Date, only if (1) the Grant Funds involve federal funding and (2) federal laws, rules and regulations applicable to the Work provide for such retroactive payments to the Grantee. Any such retroactive payments shall comply with State Fiscal Rules and be made in accordance with the provisions of this Grant or such Exhibit. Grantee shall initiate any payment request by submitting invoices to the State in the form and manner set forth and approved by the State.

C. Use of Funds

Grant Funds shall be used only for eligible costs identified herein and/or in a specific Subproject Scope of Work/Budget. Modifications to uses of such Grant Funds shall be made in accordance with a specific Subproject Scope of Work/Budget. If an option letter is required for a Subproject Budget Line Item adjustment, Minor Budget Adjustment or a True-Up Budget Proposal (as such terms are defined in the Subproject Scope of Work/Budget), the State shall provide written notice to Grantee in a form substantially equivalent to **Exhibit E** (each an "**Option Letter**"). If exercised, the provisions of the Option Letter shall become part of and be incorporated into this Grant.

D. Other Funds

Grantee shall provide other funds in accordance with a specific Subproject Scope of Work/Budget.

8. REPORTING - NOTIFICATION

Reports, Evaluations, and Reviews required under this **§8** shall be in accordance with the procedures of and in such form as prescribed by the State and in accordance with **§19**, if applicable.

A. Performance, Progress, Personnel, and Funds

State shall submit a report to the Grantee upon expiration or sooner termination of this Grant, containing an Evaluation and Review of Grantee's performance and the final status of Grantee's obligations hereunder. In addition, Grantee shall comply with all reporting requirements, if any, set forth in individual Subproject Scope of Work/Budgets and Project Performance Plans**.**

B. Litigation Reporting

Within 10 days after being served with any pleading in a legal action filed with a court or administrative agency, related to this Grant or which may affect Grantee's ability to perform its obligations hereunder, Grantee shall notify the State of such action and deliver copies of such pleadings to the State's principal representative as identified herein. If the State's principal representative is not then serving, such notice and copies shall be delivered to the Executive Director of DOLA.

C. Noncompliance

Grantee's failure to provide reports and notify the State in a timely manner in accordance with this **§8** may result in the delay of payment of funds and/or termination as provided under this Grant.

D. Subgrants/Subcontracts

Copies of any and all subgrants and subcontracts entered into by Grantee to perform its obligations hereunder shall be submitted to the State or its principal representative. Any and all subgrants and subcontracts entered into by Grantee related to its performance hereunder shall comply with all applicable

federal and state laws and shall provide that such subgrants and subcontracts be governed by the laws of the State of Colorado.

9. GRANTEE RECORDS

Grantee shall make, keep, maintain and allow inspection and monitoring of the following records:

A. Maintenance

Grantee shall make, keep, maintain, and allow inspection and monitoring by the State of a complete file of all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to the Work or the delivery of Services (including, but not limited to the operation of programs) or Goods hereunder. Grantee shall maintain such records (the "Record Retention Period") until the last to occur of the following:

(i) a period of five years after the date this Grant is completed or terminated, or final payment is made hereunder, whichever is later, or
(ii) for such further period as may be necessary to resolve any pending matters, or
(iii) if an audit is occurring, or Grantee has received notice that an audit is pending, then until such audit has been completed and its findings have been resolved.

B. Inspection

Grantee shall permit the State, the federal government (if Grant Funds include federal funds) and any other duly authorized agent of a governmental agency to audit, inspect, examine, excerpt, copy and/or transcribe Grantee's records related to this Grant during the Record Retention Period for a period of five years following termination of this Grant or final payment hereunder, whichever is later, to assure compliance with the terms hereof or to evaluate Grantee's performance hereunder. The State reserves the right to inspect the Work at all reasonable times and places during the term of this Grant, including any extension. If the Work fails to conform to the requirements of this Grant, the State may require Grantee promptly to bring the Work into conformity with Grant requirements, at Grantee's sole expense. If the Work cannot be brought into conformance by re-performance or other corrective measures, the State may require Grantee to take necessary action to ensure that future performance conforms to Grant requirements and exercise the remedies available under this Grant, at law or in equity in lieu of or in conjunction with such corrective measures.

C. Monitoring

i. **Grantee.** Grantee shall permit the State, the federal government (if Grant Funds include federal funds), and other governmental agencies having jurisdiction, in their sole discretion, to monitor all activities conducted by Grantee pursuant to the terms of this Grant using any reasonable procedure, including, but not limited to: internal evaluation procedures, examination of program data, special analyses, on-site checking, formal audit examinations, or any other procedures. All monitoring controlled by the State shall be performed in a manner that shall not unduly interfere with Grantee's performance hereunder.

ii. **Subgrantee/Subcontractor.** Grantee shall monitor its Subgrantees and/or Subcontractors, if any, during the term of this Grant. Results of such monitoring shall be documented by Grantee and maintained on file.

D. Final Audit Report

Grantee shall provide a copy of its audit report(s) to DOLA as specified in **Exhibit B.**

10. CONFIDENTIAL INFORMATION-STATE RECORDS

Grantee shall comply with the provisions of this **§10** if it becomes privy to confidential information in connection with its performance hereunder. Confidential information, includes, but is not necessarily limited to, state records, personnel records, and information concerning individuals.

A. Confidentiality

Grantee shall keep all State records and information confidential at all times and comply with all laws and regulations concerning confidentiality of information. Any request or demand by a third party for State records and information in the possession of Grantee shall be immediately forwarded to the State's principal representative. Except as otherwise provided in this Grant, Grantee shall keep all tenant, patient and offender information confidential.

B. Notification

Grantee shall notify its agent, employees, Subgrantees, and assigns who may come into contact with State records and confidential information that each is subject to the confidentiality requirements set forth herein, and shall provide each with a written explanation of such requirements before they are permitted to access such records and information.

C. Use, Security, and Retention

Confidential information of any kind shall not be distributed or sold to any third party or used by Grantee or its agents in any way, except as authorized by this Grant or approved in writing by the State. Grantee shall provide and maintain a secure environment that ensures confidentiality of all State records and other confidential information wherever located. Confidential information shall not be retained in any files or otherwise by Grantee or its agents, except as permitted in this Grant or approved in writing by the State.

D. Disclosure-Liability

Disclosure of State records or other confidential information by Grantee for any reason may be cause for legal action by third parties against Grantee, the State or their respective agents. Grantee shall, to the extent permitted by law, indemnify, save, and hold harmless the State, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees and related costs, incurred as a result of any act or omission by Grantee, or its employees, agents, Subgrantees, or assignees pursuant to this **§10.**

E. Health Insurance Portability and Accountability Act of 1996 (HIPAA)

DOLA is not a covered entity under HIPAA for purposes of this Grant. If the Grantee is a covered entity under HIPAA, it shall comply with the requirements of HIPAA, and in all instances shall comply with all other federal and state laws protecting the confidentiality of patient information.

11. CONFLICTS OF INTEREST

Grantee shall not engage in any business or personal activities or practices or maintain any relationships which conflict in any way with the full performance of Grantee's obligations hereunder. Grantee acknowledges that with respect to this Grant, even the appearance of a conflict of interest is harmful to the State's interests. Absent the State's prior written approval, Grantee shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Grantee's obligations to the State hereunder. If a conflict or appearance exists, or if Grantee is uncertain whether a conflict or the appearance of a conflict of interest exists, Grantee shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration. Failure to promptly submit a disclosure statement or to follow the State's direction in regard to the apparent conflict constitutes a breach of this Grant.

12. REPRESENTATIONS AND WARRANTIES

Grantee makes the following specific representations and warranties, each of which was relied on by the State in entering into this Grant.

A. Standard and Manner of Performance

Grantee shall perform its obligations hereunder in accordance with the highest standards of care, skill and diligence in the industry, trades or profession and in the sequence and manner set forth in this Grant.

B. Legal Authority – Grantee and Grantee's Signatory

Grantee warrants that it possesses the legal authority to enter into this Grant and that it has taken all actions required by its procedures, by-laws, and/or applicable laws to exercise that authority, and to lawfully authorize its undersigned signatory to execute this Grant, or any part thereof, and to bind Grantee to its terms. If requested by the State, Grantee shall provide the State with proof of Grantee's authority to enter into this Grant within 15 days of receiving such request.

C. Licenses, Permits, etc.

Grantee represents and warrants that as of the Effective Date it has, and that at all times during the term hereof it shall have, at its sole expense, all licenses, certifications, approvals, insurance, permits, and other authorization required by law to perform its obligations hereunder. Grantee warrants that it shall maintain all necessary licenses, certifications, approvals, insurance, permits, and other authorizations required to properly perform this Grant, without reimbursement by the State or other adjustment in Grant Funds. Additionally, all employees and agents of Grantee performing Services under this Grant shall hold all

required licenses or certifications, if any, to perform their responsibilities. Grantee, if a foreign corporation or other foreign entity transacting business in the State of Colorado, further warrants that it currently has obtained and shall maintain any applicable certificate of authority to transact business in the State of Colorado and has designated a registered agent in Colorado to accept service of process. Any revocation, withdrawal or non-renewal of licenses, certifications, approvals, insurance, permits or any such similar requirements necessary for Grantee to properly perform the terms of this Grant shall be deemed to be a material breach by Grantee and constitute grounds for termination of this Grant.

D. Exclusion, Debarment and/or Suspension

Grantee represents and warrants that Grantee, or its employees, Subgrantees or authorized Subcontractors, are not presently excluded from participation, debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or otherwise ineligible to participate in a federal payment program by any federal or State of Colorado department or agency. If Grantee, Subgrantee, or any of their respective subcontractors, employees or authorized agents, is excluded from participation, or becomes otherwise ineligible to participate in any such program during the term of this Grant, Grantee will notify the State in writing within three (3) days after such event. Upon the occurrence of such event, whether or not such notice is given to Grantee, the State, in its sole discretion, reserves the right to immediately cease contracting with Grantee and terminate this Grant without penalty.

13. INSURANCE

Grantee and its Subgrantees shall obtain and maintain insurance as specified in this section at all times during the term of this Grant: All policies evidencing the insurance coverage required hereunder shall be issued by insurance companies satisfactory to Grantee and the State.

A. Grantee

iii. Public Entities

If Grantee is a "public entity" within the meaning of the Colorado Governmental Immunity Act, CRS §24-10-101, et seq., as amended (the "GIA"), then Grantee shall maintain at all times during the term of this Grant such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the GIA. Grantee shall show proof of such insurance satisfactory to the State, if requested by the State. Grantee shall require each subgrant with Subgrantees that are public entities, providing Goods or Services hereunder, to include the insurance requirements necessary to meet Subgrantee's liabilities under the GIA.

iv. Non-Public Entities

If Grantee is not a "public entity" within the meaning of the GIA, Grantee shall obtain and maintain during the term of this Grant insurance coverage and policies meeting the same requirements set forth in **§13(B)** with respect to Subgrantees that are not "public entities".

B. Grantees, Subgrantees and Subcontractors

Grantee shall require each subgrant with a Subgrantee and each contract with a Subcontractor, other than those that are public entities, providing Goods or Services in connection with this Grant, to include insurance requirements substantially similar to the following:

i. Workers' Compensation

Workers' Compensation Insurance as required by State statute, and Employer's Liability Insurance covering all of Grantee, Subgrantee and Subcontractor employees acting within the course and scope of their employment.

ii. General Liability

Commercial General Liability Insurance written on ISO occurrence form CG 00 01 10/93 or equivalent, covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows: **(a)** $1,000,000 each occurrence; **(b)** $1,000,000 general aggregate; **(c)** $1,000,000 products and completed operations aggregate; and **(d)** $50,000 any one fire.

iii. Automobile Liability

Automobile Liability Insurance covering any auto (including owned, hired and non-owned autos) with a minimum limit of $1,000,000 each accident combined single limit.

iv. Malpractice/Professional Liability Insurance

This section ☒ shall | ☐ shall not apply to this Grant.

Grantee, Subgrantees and Subcontractors shall maintain in full force and effect a Professional Liability Insurance Policy in the minimum amount of $1,000,000 per occurrence and $3,000,000 in the aggregate, written on an occurrence form, that provides coverage for its work undertaken pursuant to this Grant. If a policy written on an occurrence form is not commercially available, the claims-made policy shall remain in effect for the duration of this Grant and for at least two years beyond the completion and acceptance of the work under this Grant, or, alternatively, a two year extended reporting period must be purchased. The Grantee, Subgrantee or Subcontractor shall be responsible for all claims, damages, losses or expenses, including attorney's fees, arising out of or resulting from such party's performance of professional services under this Grant, a subcontract or subgrant.

v. Umbrella Liability Insurance

For construction projects exceeding $10,000,000, Grantee, Subgrantees and Subcontractors shall maintain umbrella/excess liability insurance on an occurrence basis in excess of the underlying insurance described in §13(B)(i)-(iv) above. Coverage shall follow the terms of the underlying insurance, included the additional insured and waiver of subrogation provisions. The amounts of insurance required in subsections above may be satisfied by the Grantee, Subgrantee and Subcontractor purchasing coverage for the limits specified or by any combination of underlying and umbrella limits, so long as the total amount of insurance is not less than the limits specified in each section previously mentioned. The insurance shall have a minimum amount of $5,000,000 per occurrence and $5,000,000 in the aggregate.

vi. Property Insurance

This subsection shall apply if Grant Funds are provided for the acquisition, construction, or rehabilitation of real property.

Insurance on the buildings and other improvements now existing or hereafter erected on the premises and on the fixtures and personal property included in the Subject Property against loss by fire, other hazards covered by the so called "all risk" form of policy and such other perils as State shall from time to time require with respect to properties of the nature and in the geographical area of the Subject Properties, and to be in an amount at least equal to the replacement cost value of the Subject Property. Grantor will at its sole cost and expense, from time to time and at any time, at the request of State provide State with evidence satisfactory to State of the replacement cost of the Subject Property**.**

vii. Flood Insurance

If the Subject Property or any part thereof is at any time located in a designated official flood hazard area, flood insurance insuring the buildings and improvements now existing or hereafter erected on the Subject Property and the personal property used in the operation thereof in an amount equal to the lesser of the amount required for property insurance identified in **§vi** above or the maximum limit of coverage made available with respect to such buildings and improvements and personal property under applicable federal laws and the regulations issued thereunder.

viii. Builder's Risk Insurance

This subsection shall apply if Grant Funds are provided for construction or rehabilitation of real property.

Grantee, Subgrantee and/or Subcontractor shall purchase and maintain property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial construction/rehabilitation costs, plus value of subsequent modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made or until no person or entity other than the property owner has an insurable interest in the property.

a) The insurance shall include interests of the property owner, Grantee, Subgrantee, Subcontractors in the Project as named insureds.

b) All associated deductibles shall be the responsibility of the Grantee, Subcontractor and Subgrantee. Such policy may have a deductible clause but not to exceed $10,000.

c) Property insurance shall be on an "all risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Grantee's, Subgrantee's and Subcontractor's services and expenses required as a result of such insured loss.

d) Builders Risk coverage shall include partial use by Grantee and/or property owner.

e) The amount of such insurance shall be increased to include the cost of any additional work to be done on the Project, or materials or equipment to be incorporated in the Project, under other independent contracts let or to be let. In such event, Subgrantee and Subcontractor shall be reimbursed for this cost as his or her share of the insurance in the same ratio as the ratio of the insurance represented by such independent contracts let or to be let to the total insurance carried.

ix. Pollution Liability Insurance

If Grantee and/or its Subgrantee or Subcontractor is providing directly or indirectly work with pollution/environmental hazards, they must provide or cause those conducting the work to provide Pollution Liability Insurance coverage. Pollution Liability policy must include contractual liability coverage. The policy limits shall be in the amount of $1,000,000 with maximum deductible of $25,000 to be paid by the Grantee's Subcontractor and/or Subgrantee.

C. Miscellaneous Insurance Provisions

Certificates of Insurance and/or insurance policies required under this Grant shall be subject to the following stipulations and additional requirements:

i. Deductible. Any and all deductibles or self-insured retentions contained in any Insurance policy shall be assumed by and at the sole risk of the Grantee, its Subgrantees or Subcontractors,

ii. In Force. If any of the said policies shall fail at any time to meet the requirements of the Grant as to form or substance, or if a company issuing any such policy shall be or at any time cease to be approved by the Division of Insurance of the State of Colorado, or be or cease to be in compliance with any stricter requirements of the Grant, the Grantee, its Subgrantee and its Subcontractor shall promptly obtain a new policy.

iii. Insurer. All requisite insurance shall be obtained from financially responsible insurance companies, authorized to do business in the State of Colorado and acceptable to Grantee,

iv. Additional Insured

Grantee and the State shall be named as additional insureds on the Commercial General Liability and Automobile Liability Insurance policies (leases and construction Grants require additional insured coverage for completed operations on endorsements CG 2010 11/85, CG 2037, or equivalent).

v. Primacy of Coverage

Coverage required of Grantee, Subgrantees and Subcontractors shall be primary over any insurance or self-insurance program carried by Grantee or the State.

vi. Cancellation

The above insurance policies shall include provisions preventing cancellation or non-renewal without at least 45 days prior notice to the Grantee and Grantee shall forward such notice to the State in accordance with **§16** (Notices and Representatives) within seven days of Grantee's receipt of such notice.

vii. Subrogation Waiver

All insurance policies in any way related to this Grant and secured and maintained by Grantee or its Subgrantees and Subcontractors as required herein shall include clauses stating that each carrier shall waive all rights of recovery, under subrogation or otherwise, against Grantee or the State, its agencies, institutions, organizations, officers, agents, employees, and volunteers.

D. Certificates

Grantee, Subgrantee and Subcontractor shall provide certificates showing insurance coverage required hereunder to the State within seven business days of the Effective Date of this Grant or of their respective subcontract or subgrant. No later than 15 days prior to the expiration date of any such coverage, Grantee, Subgrantee and Subcontractor shall deliver to the State or Grantee certificates of insurance evidencing renewals thereof. In addition, upon request by the State at any other time during the term of this Grant, subgrant or subcontract, Grantee, Subgrantee and Subcontractor shall, within 10 days of such request, supply to the State evidence satisfactory to the State of compliance with the provisions of this **§13**.

14. BREACH

A. Defined

In addition to any breaches specified in other sections of this Grant, the failure of either Party to perform any of its material obligations hereunder in whole or in part or in a timely or satisfactory manner, constitutes a breach. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Grantee, or the appointment of a receiver or similar officer for Grantee or any of its property, which is not vacated or fully stayed within 20 days after the institution or occurrence thereof, shall also constitute a breach.

B. Notice and Cure Period

In the event of a breach, notice of such shall be given in writing by the aggrieved Party to the other Party in the manner provided in **§16**. If such breach is not cured within 30 days of receipt of written notice, or if a cure cannot be completed within 30 days, or if cure of the breach has not begun within 30 days and pursued with due diligence, the State may exercise any of the remedies set forth in **§15**. Notwithstanding anything to the contrary herein, the State, in its sole discretion, need not provide advance notice or a cure period and may immediately terminate this Grant in whole or in part if reasonably necessary to preserve public safety or to prevent immediate public crisis.

15. REMEDIES

Except for the remedies listed in **§15(C)** which do not require a notice and cure period for Grantee's breach and may be immediately exercised by the State, if Grantee is in breach under any provision of this Grant or if the State terminates this Grant pursuant to **§15(B)**, the State shall have the remedies listed in this **§15** in addition to all other remedies set forth in other sections of this Grant following the notice and cure period set forth in **§14(B)**, if applicable. The State may exercise any or all of the remedies available to it, in its sole discretion, concurrently or consecutively.

A. Termination for Cause and/or Breach

If Grantee fails to perform any of its obligations hereunder with such diligence as is required to ensure its completion in accordance with the provisions of this Grant and in a timely manner, the State may notify Grantee of such non-performance in accordance with the provisions herein. If Grantee thereafter fails to promptly cure such non-performance within the cure period, the State, at its option, may terminate this entire Grant or such part of this Grant as to which there has been delay or a failure to properly perform. Exercise by the State of this right shall not be deemed a breach of its obligations hereunder. Grantee shall continue performance of this Grant to the extent not terminated, if any.

i. Obligations and Rights

To the extent specified in any termination notice, Grantee shall not incur further obligations or render further performance hereunder past the effective date of such notice, and shall terminate outstanding orders and subgrants/subcontracts with third parties. However, Grantee shall complete and deliver to the State all Work, Services and Goods not cancelled by the termination notice and may incur obligations as are necessary to do so within this Grant's terms. At the sole discretion of the State, Grantee shall assign to the State all of Grantee's right, title, and interest under such terminated orders or subgrants/subcontracts. Upon termination, Grantee shall take timely, reasonable and necessary action to protect and preserve property in the possession of Grantee in which the State has an interest. All materials owned by the State in the possession of Grantee shall be immediately returned to the State. All Work Product, at the option of the State, shall be delivered by Grantee to the State and shall become the State's property.

ii. Payments

The State shall reimburse Grantee only for accepted performance up to the date of termination. If, after termination by the State, it is determined that Grantee was not in breach or that Grantee's action or inaction was excusable, such termination shall be treated as a termination in the public interest and the rights and obligations of the Parties shall be the same as if this Grant had been terminated in the public interest, as described herein.

iii. Damages and Withholding

Notwithstanding any other remedial action by the State, Grantee also shall remain liable to the State for any damages sustained by the State by virtue of any breach under this Grant by Grantee and the State may withhold any payment to Grantee for the purpose of mitigating the State's damages, until such time as the exact amount of damages due to the State from Grantee is determined. The State may withhold any amount that may be due to Grantee as the State deems necessary to protect the State, including loss as a result of outstanding liens or claims of former lien holders, or to reimburse the State for the excess costs incurred in procuring similar goods or services. Grantee shall be liable for excess costs incurred by the State in procuring from third parties replacement Work, Services or substitute Goods as cover.

B. Early Termination in the Public Interest

The State is entering into this Grant for the purpose of carrying out the public policy of the State of Colorado, as determined by its Governor, General Assembly, and/or Courts. If this Grant ceases to further the public policy of the State, the State, in its sole discretion, may terminate this Grant in whole or in part. Exercise by the State of this right shall not constitute a breach of the State's obligations hereunder. This subsection shall not apply to a termination of this Grant by the State for cause or breach by Grantee, which shall be governed by **§15(A)** or as otherwise specifically provided for herein.

i. Method and Content

The State shall notify Grantee of such termination in accordance with **§16**. The notice shall specify the effective date of the termination and whether it affects all or a portion of this Grant.

ii. Obligations and Rights

Upon receipt of a termination notice, Grantee shall be subject to and comply with the same obligations and rights set forth in **§15(A)(i)**.

iii. Payments

If this Grant is terminated by the State pursuant to this **§15(B)**, Grantee shall be paid an amount which bears the same ratio to the total reimbursement under this Grant as the Services satisfactorily performed bear to the total Services covered by this Grant, less payments previously made. Additionally, if this Grant is less than 60% completed, the State may reimburse Grantee for a portion of actual out-of-pocket expenses (not otherwise reimbursed under this Grant) incurred by Grantee which are directly attributable to the uncompleted portion of Grantee's obligations hereunder; provided that the sum of any and all reimbursement shall not exceed the maximum amount payable to Grantee hereunder.

C. Untimely Expenditure of Funds

The CDBG-DR appropriation (the Disaster Relief Appropriations Act, 2013 (Pub. L. 113-2)) requires that all funds must be fully expended within 24 months of the date HUD obligates the State's allocation. HUD requires that the State implement procedures to determine timely expenditures of Grantees. To fulfill this requirement, the State will track performance measures and expenditures as described in the overall Statement of Project, **Exhibit B**, in a specific Subproject Scope of Work/Budget and in the Subproject's Project Performance Plan (collectively, the "**Milestones**"). If, at any time during the term of this Grant, State determines the Project or any individual Subproject is not proceeding timely in accordance with its Milestones, State may elect to take one or more of the following actions, which shall not be deemed a breach of its obligations hereunder:

i. Technical Assistance. State may elect to conduct on-site monitoring and work closely with Grantee until the Project/Subproject is back on schedule. State shall provide prior written notice to Grantee if its elects to conduct on-site monitoring, which shall be conducted during normal business hours and shall not unduly disrupt Grantee's business operations.

ii. **Terminate Grant.** The State, at its option, may terminate this entire Grant or such Subproject as to which there has been a failure to properly meet its Milestones. Grantee shall continue performance of this Grant to the extent not terminated, if any.

a) **Method and Content**.
The State shall notify Grantee of such termination in accordance with **§16**. The notice shall specify the effective date of the termination and whether it affects all or a portion of this Grant.

b) **Obligations and Rights**.
Upon receipt of a termination notice and to the extent specifed in such termination notice, Grantee shall be subject to and comply with the same obligations set forth in **§15(A)(i)**.

c) **Deobligation of Grant Funds; Repayment by Grantee of Received Funds.**
If this Grant is terminated by the State pursuant to this **§15(C)(ii)**, State shall de-obligate any remaining unexpended Grant Funds for the Project and/or Subproject, as applicable, and shall provide notice to Grantee that such Project and/or Subproject has failed to meet its Milestones and the corresponding HUD timeliness requirements and that as a result, Grantee is required to immediately return to the State any previously received Grant Funds for the Project and/or Subproject.

D. Remedies Not Involving Termination

The State, at its sole discretion, may exercise one or more of the following remedies in addition to other remedies available to it:

i. **Suspend Performance**
Suspend Grantee's performance with respect to all or any portion of this Grant pending necessary corrective action as specified by the State without entitling Grantee to an adjustment in price/cost or performance schedule. Grantee shall promptly cease performance and incurring costs in accordance with the State's directive and the State shall not be liable for costs incurred by Grantee after the suspension of performance under this provision.

ii. **Withhold Payment**
Withhold payment to Grantee until corrections in Grantee's performance are satisfactorily made and completed.

iii. **Deny Payment**
Deny payment for those obligations not performed, that due to Grantee's actions or inactions, cannot be performed or, if performed, would be of no value to the State; provided, that any denial of payment shall be reasonably related to the value to the State of the obligations not performed.

iv. **Removal**
Demand removal of any of Grantee's employees, agents, or Subgrantees whom the State deems incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable, or whose continued relation to this Grant is deemed to be contrary to the public interest or not in the State's best interest.

v. **Intellectual Property**
If Grantee infringes on a patent, copyright, trademark, trade secret or other intellectual property right while performing its obligations under this Grant, Grantee shall, at the State's option **(a)** obtain for the State or Grantee the right to use such products and services; **(b)** replace any Goods, Services, or other product involved with non-infringing products or modify them so that they become non-infringing; or, **(c)** if neither of the foregoing alternatives are reasonably available, remove any infringing Goods, Services, or products and refund the price paid therefore to the State.

16. NOTICES and REPRESENTATIVES

Each individual identified below is the principal representative of the designating Party. All notices required to be given hereunder shall be hand delivered with receipt required or sent by certified or registered mail to such Party's principal representative at the address set forth below. In addition to, but not in lieu of a hard-copy notice, notice also may be sent by e-mail to the e-mail addresses, if any, set forth below. Either Party may from time to time designate by written notice substitute addresses or persons to whom such notices shall be sent. Unless otherwise provided herein, all notices shall be effective upon receipt.

A. State:

Dave Bowman, CDBG-DR Director Colorado Department of Local Affairs 1313 Sherman Street, Room 518 Denver, Colorado 80203 Email: dave.bowman@state.co.us

B. Grantee:

Joliette Woodson, Project Manager City of Louisville 749 Main Street Louisville, CO 80027 Email: joliettew@louisvilleco.gov

17. RIGHTS IN DATA, DOCUMENTS, AND COMPUTER SOFTWARE

This section ☐ shall | ☒ shall not apply to this Grant.

Any software, research, reports, studies, data, photographs, negatives or other documents, drawings, models, materials, or Work Product of any type, including drafts, prepared by Grantee in the performance of its obligations under this Grant shall be the exclusive property of the State and, all Work Product shall be delivered to the State by Grantee upon completion or termination hereof. The State's exclusive rights in such Work Product shall include, but not be limited to, the right to copy, publish, display, transfer, and prepare derivative works. Grantee shall not use, willingly allow, cause or permit such Work Product to be used for any purpose other than the performance of Grantee's obligations hereunder without the prior written consent of the State.

18. GOVERNMENTAL IMMUNITY

Notwithstanding any other provision to the contrary, nothing herein shall constitute a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions of the GIA. Liability for claims for injuries to persons or property arising from the negligence of the State of Colorado, its departments, institutions, agencies, boards, officials, and employees is controlled and limited by the provisions of the GIA and the risk management statutes, CRS §24-30-1501, et seq., as amended.

19. STATEWIDE CONTRACT MANAGEMENT SYSTEM

If the maximum amount payable to Grantee under this Grant is greater than $100,000 either on the Effective Date or at anytime thereafter, this **§19** applies.

Grantee agrees to be governed, and to abide, by the provisions of CRS §24-102-205, §24-102-206, §24-103-601, §24-103.5-101 and §24-105-102 concerning the monitoring of vendor performance on state Grants and inclusion of Grant performance information in a statewide Contract Management System. Grantee's performance shall be subject to Evaluation and Review in accordance with the terms and conditions of this Grant, State law, including CRS §24-103.5-101, and State Fiscal Rules, Policies and Guidance. Evaluation and Review of Grantee's performance shall be part of the normal Grant administration process and Grantee's performance will be systematically recorded in the statewide Contract Management System. Areas of Evaluation and Review shall include, but shall not be limited to quality, cost and timeliness. Collection of information relevant to the performance of Grantee's obligations under this Grant shall be determined by the specific requirements of such obligations and shall include factors tailored to match the requirements of Grantee's obligations. Such performance information shall be entered into the statewide Contract Management System at intervals established herein and a final Evaluation, Review and Rating shall be rendered within 30 days of the end of the Grant term. Grantee shall be notified following each performance Evaluation and Review, and shall address or correct any identified problem in a timely manner and maintain work progress. Should the final performance Evaluation and Review determine that Grantee demonstrated a gross failure to meet the performance measures established hereunder, the Executive Director of the Colorado Department of Personnel and Administration (Executive Director), upon request by the Department of Local Affairs, and showing of good cause, may debar Grantee and prohibit Grantee from receiving future grants and bidding on future contracts. Grantee may contest the final Evaluation, Review and Rating by: **(a)** filing rebuttal statements,

which may result in either removal or correction of the evaluation (CRS §24-105-102(6)), or **(b)** under CRS §24-105-102(6), exercising the debarment protest and appeal rights provided in CRS §§24-109-106, 107, 201 or 202, which may result in the reversal of the debarment and reinstatement of Grantee, by the Executive Director, upon a showing of good cause.

20. RESTRICTION ON PUBLIC BENEFITS

An individual Subproject Scope of Work/Budget shall specify if a Residency Declaration is required.

Grantee must confirm that any individual natural person is lawfully present in the United States pursuant to CRS §24-76.5-101 et seq. when such individual applies for public benefits provided under this Grant by requiring the applicant to:

A. Produce an identification document in accordance with §2.1.1 through §2.1.3 of Colorado Department of Revenue's Rule #1 CCR 201-17, Rule for Evidence of Lawful Presence, as amended.

B. Execute an affidavit herein attached as **Form 1**, Residency Declaration, stating

- **i.** That he or she is a United States citizen or legal permanent resident; or
- **ii.** That he or she is otherwise lawfully present in the United States pursuant to federal law.

Notwithstanding the foregoing, to the extent that there is any conflict with the provisions above or those set forth in the Residency Declaration attached hereto as **Form 1** and any provision of federal law, the provisions of federal law shall prevail.

21. GENERAL PROVISIONS

A. Assignment and Subgrants

Grantee's rights and obligations hereunder are personal and may not be transferred, assigned or subgranted without the prior, written consent of the State. Any attempt at assignment, transfer, or subgranting without such consent shall be void. All assignments, subgrants, or subcontracts approved by Grantee or the State are subject to all of the provisions hereof. Grantee shall be solely responsible for all aspects of subgranting and subcontracting arrangements and performance.

B. Binding Effect

Except as otherwise provided in **§21(A)**, all provisions herein contained, including the benefits and burdens, shall extend to and be binding upon the Parties' respective heirs, legal representatives, successors, and assigns.

C. Captions

The captions and headings in this Grant are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions.

D. Counterparts

This Grant may be executed in multiple identical original counterparts, all of which shall constitute one agreement.

E. Entire Understanding

This Grant represents the complete integration of all understandings between the Parties and all prior representations and understandings, oral or written, are merged herein. Prior or contemporaneous additions, deletions, or other changes hereto shall not have any force or effect whatsoever, unless embodied herein.

F. Indemnification-General

Grantee shall, to the extent permitted by law, indemnify, save, and hold harmless the State, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees and related costs, incurred as a result of any act or omission by Grantee, or its employees, agents, Subgrantees, or assignees pursuant to the terms of this Grant; however, the provisions hereof shall not be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions, of the GIA, or the Federal Tort Claims Act, 28 U.S.C. 2671 et seq., as applicable, as now or hereafter amended.

G. Jurisdiction and Venue

All suits, actions, or proceedings related to this Grant shall be held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

H. List of Selected Applicable Laws

At all times during the performance of this Grant, Grantee shall comply with all applicable Federal and State laws and their implementing regulations, currently in existence and as hereafter amended, including without limitation those set forth on **Exhibit A**, Applicable Laws. Grantee also shall require compliance with such laws and regulations by subgrantees under subgrants permitted by this Grant.

I. Use Covenants, Deed Restrictions and Conservation Easements

An individual Subproject Scope of Work/Budget shall specify if a Use Covenant, Deed Restriction or Conservation Easement is required.

For Subject Property that is owned by Grantee upon execution of this Grant, Grantee shall record a Use Covenant, in the form provided by the State**,** with the county in which the property resides as soon as reasonably practicable after execution of this Grant. For Subject Property acquired by Grantee using Grant Funds, Grantee shall record a Use Covenant, in the form provided by the State**,** with the county in which the property resides as soon as reasonably practicable after acquisition of such property. For Subject Property acquired by Grantee using Grant Funds for flood mitigation, Grantee shall record a Deed Restriction and/or Conservation Easement, in the forms provided by the State**,** with the county in which the property resides as soon as reasonably practicable after acquisition of such property.

J. Modification

i. **By the Parties**

Except as specifically provided in this Grant, modifications of this Grant shall not be effective unless agreed to in writing by the Parties in an amendment hereto, properly executed and approved in accordance with applicable Colorado State law, State Fiscal Rules, and Office of the State Controller Policies, including, but not limited to, the policy entitled MODIFICATION OF CONTRACTS - TOOLS AND FORMS. Changes to the Grant shall be authorized to be approved by the following State or DOLA parties:

a) **Approval by Division Director**

The Division Director of DOLA or his delegate shall have authority to approve changes to the Responsible Administrator and Key Personnel specified in **§6.1** of the Subproject Scope of Work/Budgets and the Principal Representative in **§16**.

b) **Approval by DOLA Controller**

The DOLA Controller shall have authority to approve all changes to the Grant which are not reserved to the Division Director above.

ii. **By Operation of Law**

This Grant is subject to such modifications as may be required by changes in Federal or Colorado State law, or their implementing regulations. Any such required modification automatically shall be incorporated into and be part of this Grant on the effective date of such change, as if fully set forth herein.

K. Order of Precedence

The provisions of this Grant shall govern the relationship of the Parties. In the event of conflicts or inconsistencies between this Grant and its exhibits and attachments including, but not limited to, those provided by Grantee, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority:

i. Exhibit C (Supplemental Provisions for Federal Funding Accountability and Transparency Act of 2006)
ii. Exhibit A (Applicable Laws)
iii. Colorado Special Provisions
iv. The provisions of the main body of this Grant (excluding the cover page)
v. Exhibit F (Procedure to Prevent Duplication of Benefits)
vi. Exhibit B (Overall Statement of Project)
vii. Individual Subproject Scope of Work/Budget
viii. Individual Subproject Project Performance Plan
ix. Individual Subproject Use Covenant/Deed Restriction/Conservation Easement, if applicable
x. Any executed Option Letter

xi. Exhibit D (Maximum Income Limits)

xii. Any document incorporated by reference which is not included in any item listed in (i) through (xi) above

xiii. The cover page of this Grant

L. Severability

Provided this Grant can be executed and performance of the obligations of the Parties accomplished within its intent, the provisions hereof are severable and any provision that is declared invalid or becomes inoperable for any reason shall not affect the validity of any other provision hereof.

M. Survival of Certain Grant Terms

Notwithstanding anything herein to the contrary, provisions of this Grant requiring continued performance, compliance, or effect after termination hereof, shall survive such termination and shall be enforceable by the State if Grantee fails to perform or comply as required.

N. Taxes

The State is exempt from all federal excise taxes under IRC Chapter 32 (No. 84-730123K) and from all State and local government sales and use taxes under CRS §§39-26-101 and 201 et seq. Such exemptions apply when materials are purchased or services rendered to benefit the State; provided however, that certain political subdivisions (e.g., City of Denver) may require payment of sales or use taxes even though the product or service is provided to the State. Grantee shall be solely liable for paying such taxes as the State is prohibited from paying for or reimbursing Grantee for them.

O. Third Party Beneficiaries

Enforcement of this Grant and all rights and obligations hereunder are reserved solely to the Parties, and not to any third party. Any services or benefits which third parties receive as a result of this Grant are incidental to the Grant, and do not create any rights for such third parties.

P. Waiver

Waiver of any breach of a term, provision, or requirement of this Grant, or any right or remedy hereunder, whether explicitly or by lack of enforcement, shall not be construed or deemed as a waiver of any subsequent breach of such term, provision or requirement, or of any other term, provision, or requirement.

Q. CORA Disclosure

To the extent not prohibited by federal law, this Grant and the performance measures and standards under CRS §24-103.5-101, if any, are subject to public release through the Colorado Open Records Act, CRS §24-72-101, et seq.

22. COLORADO SPECIAL PROVISIONS

A. The Special Provisions apply to all Grants except where noted in *italics*.

i. **CONTROLLER'S APPROVAL. CRS §24-30-202 (1).**

This Grant shall not be deemed valid until it has been approved by the Colorado State Controller or designee.

ii. **FUND AVAILABILITY. CRS §24-30-202(5.5).**

Financial obligations of the State payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

iii. **GOVERNMENTAL IMMUNITY.**

No term or condition of this Grant shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, of the Colorado Governmental Immunity Act, CRS §24-10-101 et seq., or the Federal Tort Claims Act, 28 U.S.C. §§1346(b) and 2671 et seq., as applicable now or hereafter amended.

iv. **INDEPENDENT CONTRACTOR**

Grantee shall perform its duties hereunder as an independent Grantee and not as an employee. Neither Grantee nor any agent or employee of Grantee shall be deemed to be an agent or employee of the State. Grantee and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such

coverage for Grantee or any of its agents or employees. Unemployment insurance benefits shall be available to Grantee and its employees and agents only if such coverage is made available by Grantee or a third party. Grantee shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Grant. Grantee shall not have authorization, express or implied, to bind the State to any Grant, liability or understanding, except as expressly set forth herein. Grantee shall (a) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (b) provide proof thereof when requested by the State, and (c) be solely responsible for its acts and those of its employees and agents.

v. **COMPLIANCE WITH LAW.**
Grantee shall strictly comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

vi. **CHOICE OF LAW.**
Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this grant. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. Any provision incorporated herein by reference which purports to negate this or any other Special Provision in whole or in part shall not be valid or enforceable or available in any action at law, whether by way of complaint, defense, or otherwise. Any provision rendered null and void by the operation of this provision shall not invalidate the remainder of this Grant, to the extent capable of execution.

vii. **BINDING ARBITRATION PROHIBITED**.
The State of Colorado does not agree to binding arbitration by any extra-judicial body or person. Any provision to the contrary in this Grant or incorporated herein by reference shall be null and void.

viii. **SOFTWARE PIRACY PROHIBITION. Governor's Executive Order D 002 00.**
State or other public funds payable under this Grant shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Grantee hereby certifies and warrants that, during the term of this Grant and any extensions, Grantee has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Grantee is in violation of this provision, the State may exercise any remedy available at law or in equity or under this Grant, including, without limitation, immediate termination of this Grant and any remedy consistent with federal copyright laws or applicable licensing restrictions.

ix. **EMPLOYEE FINANCIAL INTEREST. CRS §§24-18-201 and 24-50-507.**
The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Grant. Grantee has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Grantee's services and Grantee shall not employ any person having such known interests.

x. **VENDOR OFFSET. CRS §§24-30-202 (1) and 24-30-202.4.**
[*Not applicable to intergovernmental agreements*] Subject to CRS §24-30-202.4 (3.5), the State Controller may withhold payment under the State's vendor offset intercept system for debts owed to State agencies for: (a) unpaid child support debts or child support arrearages; (b) unpaid balances of tax, accrued interest, or other charges specified in CRS §39-21-101, et seq.; (c) unpaid loans due to the Student Loan Division of the Department of Higher Education; (d) amounts required to be paid to the Unemployment Compensation Fund; and (e) other unpaid debts owing to the State as a result of final agency determination or judicial action.

xi. **PUBLIC GRANTS FOR SERVICES. CRS §8-17.5-101.**
[*Not applicable to agreements relating to the offer, issuance, or sale of securities, investment advisory services or fund management services, sponsored projects, intergovernmental Agreements, or information technology* services *or products and services*] Grantee certifies, warrants, and agrees that

it does not knowingly employ or contract with an illegal alien who shall perform work under this Grant and shall confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this Grant, through participation in the E-Verify Program or the State program established pursuant to CRS §8-17.5-102(5)(c), Grantee shall not knowingly employ or contract with an illegal alien to perform work under this Grant or enter into a grant with a Subgrantee that fails to certify to Grantee that the Subgrantee shall not knowingly employ or contract with an illegal alien to perform work under this Grant. Grantee (a) shall not use E-Verify Program or State program procedures to undertake pre-employment screening of job applicants while this Grant is being performed, (b) shall notify the Subgrantee and the granting State agency within three days if Grantee has actual knowledge that a Subgrantee is employing or contracting with an illegal alien for work under this Grant, (c) shall terminate the Subgrant if a Subgrantee does not stop employing or contracting with the illegal alien within three days of receiving the notice, and (d) shall comply with reasonable requests made in the course of an investigation, undertaken pursuant to CRS §8-17.5-102(5), by the Colorado Department of Labor and Employment. If Grantee participates in the State program, Grantee shall deliver to the granting State agency, Institution of Higher Education or political subdivision, a written, notarized affirmation, affirming that Grantee has examined the legal work status of such employee, and shall comply with all of the other requirements of the State program. If Grantee fails to comply with any requirement of this provision or CRS §8-17.5-101 et seq., the granting State agency, institution of higher education or political subdivision may terminate this Grant for breach and, if so terminated, Grantee shall be liable for damages.

xii. **PUBLIC GRANTS WITH NATURAL PERSONS. CRS §24-76.5-101.**

Grantee, if a natural person eighteen (18) years of age or older, hereby swears and affirms under penalty of perjury that he or she (a) is a citizen or otherwise lawfully present in the United States pursuant to federal law, (b) shall comply with the provisions of CRS §24-76.5-101 et seq., and (c) has produced one form of identification required by CRS §24-76.5-103 prior to the Effective Date of this Grant.

SPs Effective 1/1/09

THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK

SIGNATURE PAGE

THE PARTIES HERETO HAVE EXECUTED THIS GRANT

*** Persons signing for Grantee hereby swear and affirm that they are authorized to act on Grantee's behalf and acknowledge that the State is relying on their representations to that effect.**

GRANTEE **City of Louisville** By: Robert Muckle Name of Authorized Individual Title: Mayor Official Title of Authorized Individual _____ *Signature Date: _____ ATTEST: BY:_____ Nancy Varra, City Clerk	**STATE OF COLORADO** **John W. Hickenlooper., GOVERNOR** **DEPARTMENT OF LOCAL AFFAIRS** By: _____ Irv Halter, Executive Director Date: _____

ALL GRANTS REQUIRE APPROVAL BY THE STATE CONTROLLER

CRS §24-30-202 requires the State Controller to approve all State grants. This Grant is not valid until signed and dated below by the State Controller or delegate. Grantee is not authorized to begin performance until such time. If Grantee begins performing prior thereto, the State of Colorado is not obligated to pay Grantee for such performance or for any goods and/or services provided hereunder.

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By:_____
Janet Miks, CPA, Controller Delegate

Date:_____

EXHIBIT A – APPLICABLE LAWS

Laws, regulations, and authoritative guidance incorporated into this Grant include, without limitation:

1. Housing and Community Development Act of 1974, Pub L, No. 93-383, as amended.
2. 24 Code of Federal Regulations (CFR) Part 570, Community Development Block Grant.
3. Community Development Block Grant (CDBG) Guidebook, available on DOLA's website.
4. 24 CFR Parts 0-91 and 100-180, et seq., as amended, Housing and Urban Development.
5. 24 CFR Subtitle B, Chapter I – XXV, et seq., as amended, Housing and Urban Development.
6. 24 CFR Part 58, Environmental Review Procedures for Entities Assuming HUD Environmental
7. Responsibilities.
8. 24 CFR Part 84, Uniform Administrative Requirements for Grants and Agreements with
9. Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations.
10. 24 CFR Part 85, Administrative requirements for grants and cooperative agreements to State, local and federally recognized Indian tribal governments.
11. 2 CFR Part 220, Cost Principles for Education Institutions (OMB Circular A-21).
12. 2 CFR Part 225, Cost Principles for State, Local and Indian Tribal Govts. (OMB Circular A-87).
13. 2 CFR Part 230, Cost Principles for Non-Profit Organizations (OMB Circular A-122).
14. OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations.
15. CRS §29-1-601 et seq., as amended, Colorado Local Governments Audit Law.
16. 2 USC Chapter 26, et seq., as amended, Disclosure of Lobbying Activities.
17. 5 USC 552a, as amended, Privacy Act of 1974.
18. 8 USC 1101, Immigration and Nationality Act.
19. 12 USC §§1701- 1701z-15, et seq., as amended, National Housing Act.
20. 15 USC Chapter 49, et seq., as amended, Fire Prevention and Control.
21. 16 USC Chapters 1-83, et seq., as amended, Conservation.
22. 20 USC 1681-1688, Title IX, as amended, Education Amendment of 1972.
23. 29 USC Chapter 8, §§201, 206, et seq., as amended, Labor.
24. 29 USC Chapter 14, §§621-634, et seq., as amended, Age Discrimination in Employment.
25. 29 USC Chapter 16, §§793-794, et seq., as amended, Vocational Rehabilitation and Other
    a. Rehabilitation Services.
26. 31 USC Subtitle I – VI, et seq., as amended, Money and Finance.
27. 40 USC Subtitle I, et seq., as amended, Federal Property and Administrative Services.
28. 40 USC Subtitle II, et seq., as amended, Public Buildings and Works.
29. 40 USC 276a – 276a-5, Davis Bacon Act, as amended.
30. 40 USC 327–330, Section 103 and 107, Contract Work Hours and Safety Standards Act, as amended.
31. 40 CFR 1500-1508, as amended, Council on Environmental Quality Regulations Implementing NEPA.
32. 41 CFR Chapter 60, as amended, Executive Order 11246.
33. 41 USC 35 et seq., Walsh-Healey Public Contracts Act.
34. 41 USC 701, et seq., Drug Free Workplace Act of 1988.
35. 42 USC Chapter 21, et seq., as amended, Civil Rights.
36. 42 USC Chapter 45, et seq., as amended, Fair Housing.
37. 42 USC Chapter 50, et seq., as amended, National Flood Insurance.
38. 42 USC Chapter 55, et seq., as amended, National Environmental Policy.
39. 42 USC Chapter 63, et seq., as amended, Lead-Based Paint Poisoning Prevention.
40. 42 USC Chapter 69, et seq., as amended, Community Development.
41. 42 USC Chapter 6A, et seq., as amended, Public Health Services.
42. 42 USC Chapter 76, et seq., as amended, Age Discrimination in Federally Assisted Programs.

43. 42 USC Chapter 89, et seq., as amended, Congregate Housing Services.
44. 42 USC Chapter 85, et seq., as amended, Air Pollution Prevention and Control.
45. 42 USC Chapter 126, et seq., as amended, Equal Opportunity for Individuals with Disabilities.
46. 42 USC Chapter 130, et seq., as amended, National Affordable Housing.
47. 42 USC 5301-5321, Housing and Community Development Act of 1974, as amended.
48. 49 CFR Part 24, as amended, Uniform Relocation Assistance and Real Property Acquisition
    a. Policies Act of 1970.
49. CRS §24-34-302, et seq., as amended, Civil Rights Division.
50. CRS §24-34-501 – 510, et seq., as amended, Colorado Housing Act of 1970.
51. CRS §24-75-601 et seq., as amended, Legal Investment of Public Funds.
52. Executive Order 11063, HUD Equal Opportunity in Housing, as amended by Executive Order 12259, Leadership and Coordination of Fair Housing in Federal Programs.
53. Executive Order 11593, Protection and Enhancement of the Cultural Environment.
54. Executive Order 11988, Floodplain Management.
55. Public Law 110-289, Housing and Economic Recovery Act of 2008.
56. Public Law 111-203, Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010.
57. Compliance with all applicable standards, orders, or requirements issued pursuant to section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Applicable to contracts, subcontracts, and subgrants of amounts in excess of $100,000).
58. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94–163, 89 Stat. 871). [53 FR 8068, 8087, Mar. 11, 1988, as amended at 60 FR 19639, 19642, Apr. 19, 1995]).
59. Age Discrimination Act of 1975, 42 U.S.C. Sections 6101, et seq.
60. Age Discrimination in Employment Act of 1967, 29 U.S.C. 621-634
61. Americans with Disabilities Act of 1990 (ADA), 42 U.S.C. 12101, et seq.
62. Equal Pay Act of 1963, 29 U.S.C. 206(d)
63. Immigration Reform and Control Act of 1986, 8 U.S.C. 1324b
64. Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794
65. Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d
66. Title VII of the Civil Rights Act of 1964, 42 U.S.C. 2000e
67. Title IX of the Education Amendment of 1972, 20 U.S.C. 1681, et seq.
68. Section 24-34-301, et seq., Colorado Revised Statutes 1997, as amended
69. Immigration Status -Cooperation with Federal Officials, CRS 29-29-101, et seq.
70. Copeland Act, 40 U.S.C. S 276c and 18 U.S.C. SS 874.
71. Contract Work Hours and Safety Standards Act, 40 U.S.C. SS 327-333, regarding labor standards for federally assisted construction sub-awards.
72. Wild and Scenic Rivers Act of 1968, 16 U.S.C. SS 1271 et seq., related to protecting components or potential components of the national wild and scenic rivers system.
73. National Historic Preservation Act of 1966, as amended, 16 U.S.C. 470, Executive Order No. 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974, 16 U.S.C. 469a-1 et seq.
74. Robert T. Stafford Disaster Assistance and Emergency Relief Act (Stafford Act), 42 U.S.C. 5121 et seq., as amended.
75. National Flood Insurance Act of 1968, 42 U.S.C. 4001 et seq.
76. Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA), 42 U.S.C. 104.
77. Department of Defense Authorization Act of 1986, Title 14, Part B, Section 1412, Public Law 99-145, 50 U.S.C. 1521.
78. Digital Television Transition and Public Safety Act of 2005, (Public Law 109-171).

79. Federal Emergency Management Agency, Department of Homeland Security Regulations: All Applicable Portions of 44 CFR Chapter 1, with the following Parts specially noted and applicable to all grants of FEMA/DHS funds:
80. Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, 44 C.F.R. 13.
81. Governmentwide Debarment and Suspension (Nonprocurement) and Requirements for Drug-Free Workplace, 44 C.F.R. 17.
82. New Restrictions on Lobbying, 44 C.F.R. 18.
83. Privacy Act of 1974, 5 U.S.C. S 5529 and Regulations adopted thereunder (44 C.F.R. 6).
84. Prohibition against use of Federal Funds for Lobbying, 31 U.S.C. 1352.
85. None of the funds made available through this agreement shall be used in contravention of the Federal buildings performance and reporting requirements of Executive Order No. 13123, part 3 of title V of the National Energy Conservation Policy Act, 42 U.S.C. 8251 et. Seq., or subtitle A of title I of the Energy Policy Act of 2005 (including the amendments made thereby).
86. None of the funds made available shall be used in contravention of section 303 of the Energy Policy Act of 1992, 42 U.S.C. 13212.
87. Buy American Act, 41 U.S.C. 10a et seq.

EXHIBIT B – OVERALL STATEMENT OF PROJECT (SOP)

1. GENERAL DESCRIPTION OF THE PROJECT(S).

1.1 **Purpose**. The Colorado Department of Local Affairs ("**DOLA**") is leading Colorado's housing and economic recovery effort in response to severe flooding that occurred September 9 through September 15, 2013. On September 14, 2013, President Barack Obama signed FEMA-DR-4145-CO; subsequent amendments to date have declared 18 counties as a Presidential Disaster Area: Adams, Arapahoe, Boulder, Clear Creek, Crowley, Denver, El Paso, Fremont, Gilpin, Jefferson, Lake, Larimer, Lincoln, Logan, Morgan, Sedgwick, Washington, and Weld. On December 16, 2013, the U.S. Department of Housing and Urban Development ("**HUD**") published a notice in the Federal Register at Fed. Reg. 76,154 – 76,160 (December 16, 2013), which allocates Community Development Block Grant-Disaster Recovery ("**CDBG-DR**") funds to the State of Colorado (the "**Colorado Notice**"). Boulder, Larimer, and Weld counties have been designated as the "most impacted and distressed" counties in the Colorado Notice, and 80% of the CDBG-DR allocation provided under the Colorado Notice must address unmet needs within these three counties. As a requirement of funding, in cooperation with impacted communities, DOLA developed and HUD approved an action plan (the "**Initial Action Plan**"), which assessed the short term and long term housing, infrastructure, and economic needs in the flood-impacted areas, and developed a strategy for addressing the needs. The Initial Action Plan shall be amended as necessary and available on DOLA's website (collectively, the "**Action Plan**"). This Project implements an element of the infrastructure component of the Action Plan for authorized disaster recovery activities (collectively, "**Authorized Activities**"). Additional requirements for Authorized Activities are published in notices in the Federal Register at Fed. Reg 14,329-14,349 (March 5, 2013) (the "**March Notice**") and Fed. Reg. 23,578-23,581 (April 19, 2013) (the "**April Notice**"). The Colorado Notice, March Notice and April Notice are collectively, the "**Notices**".

1.2 **Overall Project Description**. Extreme rain amounts caused flood waters which destroyed 50' of roadway approaches, guardrail and embankment on north and south sides of the Coal Creek Bridge, beyond feasible repairs. Repairs are necessary to restore essential traffic, emergency access and egress and construct a new bridge inclusive of current design standards. Project includes the following repairs:

- Bridge replacement to the current design standards including waterway opening, roadway lane and shoulder widths, abutments and wingwalls.
- Retaining walls to avoid right-of-way acquisition and impacts to adjacent public open space.
- Roadside safety features including protection of hazards, guardrail, foreslopes, ditches, and backslopes.
- Signing, striping, permanent and temporary erosion control, fencing and restoration of existing features within the right-of-way.

1.3 **Subproject Description**. Each Subproject shall include a Subproject Scope of Work/Budget, a Project Performance Plan, and (if required) Use Covenant/Deed Restriction/Conservation Easement (all as defined in **§2** of this Exhibit). Initially, the following Subprojects are attached and incorporated herein:

1.3.1 FHWA - Other Infrastructure Projects (Attachment A-1(a)(b)

1.3.1.1 Subproject Scope of Work/Budget (Attachment A-1(a))

1.3.1.2 Project Performance Plan (Attachment A-1(b))

1.4 **Responsibilities**. Grantee shall be responsible for the completion of the Project, administration of this Grant, and to provide required documentation to the State as specified herein.

1.5 **Service Area**. The performance of the Services for this Grant shall be located in City of Louisville ("**Service Area**").

2. DEFINITIONS

2.1 **Beneficiary.** "Beneficiary" is specified on the Subproject Scope of Work/Budget.

2.2 **CDBG Guidebook**. "CDBG Guidebook" means the DOLA CDBG Guidebook. It is updated periodically and available on DOLA's website.

2.3 **Conservation Easement**. "Conservation Easement" means the conservation easement that limits uses of and lists requirements for the real property in a Subproject which may be attached. Conservation Easements only apply if they are attached to this Grant.

2.4 **Cost Savings**. "Cost Savings" means the Subproject budget amount less the amount expended to complete the Subproject Work. Cost Savings are determined at the time the Subproject Work is completed and the final payment request is submitted by the Grantee to the State. Cost Savings do not result in payment by the State to Grantee above actual expenditures beyond the required ratio, but de-obligates unexpended Grant Funds. State shall provide written notice to Grantee verifying any Cost Savings.

2.5 **Deed Restriction**. "Deed Restriction" means the deed restriction that limits uses of the real property in a Subproject which may be attached. Deed Restrictions only apply if they are attached to this Grant.

2.6 **HUD.** "HUD" is the Department of Housing and Urban Development.

2.7 **Low- and Moderate-Income Persons.** "Low- and Moderate-Income Persons" are specified on the Subproject Scope of Work/Budget.

2.8 N**ational Objective.** "National Objective" means those objectives approved by HUD and listed in the Subproject Scope of Work/Budget.

2.9 **DPS**. "DPS" means the Colorado Department of Public Safety located at 9195 E. Mineral Avenue, Suite 200, Centennial, Colorado 80112.

2.10 **Other Funds**. "Other Funds" means funding provided by other federal, state, local or private sources for the Project. Other Funds are good faith estimates and do not include Grant Funds.

2.11 **Pre-agreement Costs.** "Pre-agreement Costs" are those costs specifically authorized as pre-agreement costs by DOLA and which are specifically authorized by the federal funding source.

2.12 **Program Income**. "Program Income" shall have the meaning given at §VI.17.a. of the March Notice.

2.13 **Substantial Completion**. "Substantial Completion" for each Subproject shall have the meaning given for each Subproject in its associated Subproject Scope of Work/Budget and Project Performance Plan.

2.14 **Use Covenant.** "Use Covenant" means the use covenant that limits uses of the real property in a Subproject which may be attached. Use Covenants only apply if they are attached to this Grant.

3. FUNDING

Funding for individual Subprojects shall be stated in the Subproject Scope of Work/Budget for such Subproject.

4. PAYMENT

Payments shall be made in accordance with this section, the provisions set forth in **§7** of the Grant Agreement and in accordance with the applicable Subproject Scope of Work/Budget. Grantee's requests for funds from this Grant shall be for the reimbursement of actual Eligible Expenses (as defined in the Subproject Scope of Work/Budget).

4.1 **Payment Schedule.** Grant Funds shall be disbursed as specified in the Subproject Scope of Work/Budget. Excess funds shall be returned to DOLA. Each Subproject Scope of Work/Budget shall specify the payment schedule for such Subproject.

4.2 **Remittance Address**. If mailed, payments shall be remitted to the following address unless changed in accordance with **§16** of the Grant Agreement:

City of Louisville
749 Main Street
Louisville, CO 80027

4.3 **Interest**. If advance payments are authorized, Grantee or Subgrantee may keep interest earned from all federal funds received by Grantee or Subgrantee up to $100 per year (calculated on Grantee's fiscal year) for administrative expenses. All interest earned in excess of $100 shall be remitted to DOLA.

5. ADMINISTRATIVE REQUIREMENTS

These funds will be administered by Grantee, in accordance with the requirements of this Grant, the Action Plan, and the Subproject Scope of Work/Budgets and Project Performance Plans. Grantee shall comply with the administration requirements set forth in the most recent State Community Development Block Grant ("**CDBG**") Guidebook, or such requirements as may be subsequently amended by the State, which shall be available on DOLA's website.

5.1 **Accounting**. Grantee shall maintain properly segregated accounts of Grant Funds, and Other Funds associated with the Project and make those records available to the State upon request. All receipts and expenditures associated with the Project shall be documented in a detailed and specific manner, in accordance with the Subproject Scope of Work/Budgets which are attached.

5.2 **Audit Report**. If an audit is performed on Grantee's records for any fiscal year covering a portion of the term of this Grant or any other grants/contracts with DOLA, Grantee shall promptly submit the final audit report, including a report in accordance with the Single Audit Act, to:

Department of Local Affairs
Accounting & Financial Services
1313 Sherman Street, Room 323
Denver, CO 80203

Or Email to: dola.audit@state.co.us

5.3 **Prevention and Detection of Waste, Fraud, and Abuse.** Grantee shall certify that all reported information submitted to State is complete and accurate. Grantee shall work with State staff to review project budgets, financial projections and other supporting documents to ensure that Grant Funds are responsibly expended and are used on projects that are necessary and feasible. Grantee shall allow State, or State's authorized agent, full on-site monitoring including site visits and inspections (if applicable), file review and administrative review to ensure compliance with requirements, no duplication of benefits occurred, that any long-term affordability requirements are met and all payments disbursed are eligible and reasonable. Grantee warrants that it has adequate procedures to detect fraud, waste and/ or abuse in its programs and/or expenditures. If Grantee suspects or has knowledge of any waste, fraud and/or abuse of Grant Funds, Grantee shall immediately provide written notice to State of such waste, fraud and/or abuse and Grantee shall be liable to the State to repay/reimburse State for any waste, fraud and/or abuse of Grant Funds.

5.4 **Monitoring.** The State shall monitor this Grant in accordance with this Exhibit and the applicable Subproject Scope of Work/Budget and **§§9(B)** and **9(C)** of the Grant Agreement. Final evaluation of the Subproject will be accomplished when DOLA approves the Subproject Completion Report for the applicable Subproject.

5.5 **Procurement Standards**. Selection of subcontractors and purchase of materials to accomplish a Subproject shall follow appropriate procurement standards as outlined in DOLA's CDBG Guidebook, *Financial Management* Section (which is available on DOLA's website). If the standards in the CDBG Guidebook conflict with this Grant, the provisions of this Grant shall prevail. Procurement documentation shall be submitted to DPS at the time of occurrence.

5.6 **Environmental Requirements**. Grantee shall comply with all HUD and other federal environmental requirements and shall not obligate Grant Funds prior to compliance with all federal environmental requirements in 24 CFR Part 58 and receipt of the written release of funds from the State.

5.7 **The Federal Funding Accountability and Transparency Act of 2006 as Amended 10/15/2010 (FFATA)**. The Grantee and Subgrantee shall comply with all the requirements of the Federal Funding Accountability and Transparency Act in accordance with the provisions set forth in **Exhibit C**. Grantee shall complete the FFATA Data Report Form on Form 2 and submit it to the DOLA Controller prior to execution of this Grant by the State Controller.

5.8 **Program Income**. For the purpose of these Grant Funds, Program Income is defined at §VI.17.a. of the March Notice. This Project is not anticipated to generate Program Income; however, if it does, Grantee shall return such Program Income to DOLA on a calendar quarterly basis within 20 days of the end of such quarter. Grantee shall track and account for all Program Income in accordance with the requirements in the CDBG-DR Program Income Guidelines (available on DOLA's website).

6. CONSTRUCTION STANDARDS

For all rehabilitation, reconstruction, new construction and clearance of or demolition of existing structures, Grantee shall or shall cause such projects to meet the construction standards outlined in the Action Plan, which is available on DOLA's website, and the following requirements:

6.1 **Plans & Specifications**. Construction plans and specifications (the "**Plans**") shall be drawn up by a qualified engineer or architect licensed in the State of Colorado, or pre-

engineered in accordance with Colorado law, and hired by the Grantee. All Plans must be stamped by a licensed professional civil engineer in the State of Colorado.

6.2 **Standards**. Grantee, Subgrantees and Subcontractors shall comply with all applicable statutory design and construction standards and procedures that may be required, including the standards required by Colorado Department of Public Health and Environment, and shall provide the State with documentation of such compliance.

6.3 **Bidding**. Grantee shall provide to DPS all necessary forms relating to bidding and construction funded by CDBG-DR funds as outlined in the CDBG Guidebook.

6.4 **License, permits, etc**. Grantee shall ensure that Beneficiaries and their subcontractors (if required to register to do business in the State of Colorado and if performing services in the State of Colorado) comply with **§12(c)** of the Grant Agreement.

6.5 **Oversight**. Construction Work must be built to the approved Plans. A professional engineer shall have responsible charge of the Work for quality and safety.

EXHIBIT C – Supplemental Provisions for FFATA

State of Colorado
Supplemental Provisions for
Federally Funded Contracts, Grants, and Purchase Orders
Subject to
The Federal Funding Accountability and Transparency Act of 2006 (FFATA), As Amended
Revised as of 3-20-13

The contract, grant, or purchase order to which these Supplemental Provisions are attached has been funded, in whole or in part, with an Award of Federal funds. In the event of a conflict between the provisions of these Supplemental Provisions, the Special Provisions, the contract or any attachments or exhibits incorporated into and made a part of the contract, the provisions of these Supplemental Provisions shall control.

1. Definitions. For the purposes of these Supplemental Provisions, the following terms shall have the meanings ascribed to them below.

1.1. **"Award"** means an award of Federal financial assistance that a non-Federal Entity receives or administers in the form of:

1.1.1. Grants;
1.1.2. Contracts;
1.1.3. Cooperative agreements, which do not include cooperative research and development agreements (CRDA) pursuant to the Federal Technology Transfer Act of 1986, as amended (15 U.S.C. 3710);
1.1.4. Loans;
1.1.5. Loan Guarantees;
1.1.6. Subsidies;
1.1.7. Insurance;
1.1.8. Food commodities;
1.1.9. Direct appropriations;
1.1.10. Assessed and voluntary contributions; and
1.1.11. Other financial assistance transactions that authorize the expenditure of Federal funds by non-Federal Entities.

Award ***does not*** include:

1.1.12. Technical assistance, which provides services in lieu of money;
1.1.13. A transfer of title to Federally-owned property provided in lieu of money; even if the award is called a grant;
1.1.14. Any award classified for security purposes; or
1.1.15. Any award funded in whole or in part with Recovery funds, as defined in section 1512 of the American Recovery and Reinvestment Act (ARRA) of 2009 (Public Law 111-5).

1.2. **"Contract"** means the contract to which these Supplemental Provisions are attached and includes all Award types in **§1.1.1** through **1.1.11** above.

1.3. **"Contractor"** means the party or parties to a Contract funded, in whole or in part, with Federal financial assistance, other than the Prime Recipient, and includes grantees, subgrantees, Subrecipients, and borrowers. For purposes of Transparency Act reporting, Contractor does not include Vendors.

1.4. **"Data Universal Numbering System (DUNS) Number"** means the nine-digit number established and assigned by Dun and Bradstreet, Inc. to uniquely identify a business entity. Dun and Bradstreet's website may be found at: http://fedgov.dnb.com/webform.

1.5. **"Entity"** means all of the following as defined at 2 CFR part 25, subpart C;

1.5.1. A governmental organization, which is a State, local government, or Indian Tribe;

1.5.2. A foreign public entity;
1.5.3. A domestic or foreign non-profit organization;
1.5.4. A domestic or foreign for-profit organization; and
1.5.5. A Federal agency, but only a Subrecipient under an Award or Subaward to a non-Federal entity.

1.6. "Executive" means an officer, managing partner or any other employee in a management position.

1.7. "Federal Award Identification Number (FAIN)" means an Award number assigned by a Federal agency to a Prime Recipient.

1.8. "FFATA" means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252. FFATA, as amended, also is referred to as the "Transparency Act."

1.9. "Prime Recipient" means a Colorado State agency or institution of higher education that receives an Award.

1.10. "Subaward" means a legal instrument pursuant to which a Prime Recipient of Award funds awards all or a portion of such funds to a Subrecipient, in exchange for the Subrecipient's support in the performance of all or any portion of the substantive project or program for which the Award was granted.

1.11. "Subrecipient" means a non-Federal Entity (or a Federal agency under an Award or Subaward to a non-Federal Entity) receiving Federal funds through a Prime Recipient to support the performance of the Federal project or program for which the Federal funds were awarded. A Subrecipient is subject to the terms and conditions of the Federal Award to the Prime Recipient, including program compliance requirements. The term "Subrecipient" includes and may be referred to as Subgrantee.

1.12. "Subrecipient Parent DUNS Number" means the subrecipient parent organization's 9-digit Data Universal Numbering System (DUNS) number that appears in the subrecipient's System for Award Management (SAM) profile, if applicable.

1.13. "Supplemental Provisions" means these Supplemental Provisions for Federally Funded Contracts, Grants, and Purchase Orders subject to the Federal Funding Accountability and Transparency Act of 2006, As Amended, as may be revised pursuant to ongoing guidance from the relevant Federal or State of Colorado agency or institution of higher education.

1.14. "System for Award Management (SAM)" means the Federal repository into which an Entity must enter the information required under the Transparency Act, which may be found at http://www.sam.gov.

1.15. "Total Compensation" means the cash and noncash dollar value earned by an Executive during the Prime Recipient's or Subrecipient's preceding fiscal year and includes the following:

1.15.1. Salary and bonus;
1.15.2. Awards of stock, stock options, and stock appreciation rights, using the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2005) (FAS 123R), Shared Based Payments;
1.15.3. Earnings for services under non-equity incentive plans, not including group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of Executives and are available generally to all salaried employees;
1.15.4. Change in present value of defined benefit and actuarial pension plans;
1.15.5. Above-market earnings on deferred compensation which is not tax-qualified;
1.15.6. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the Executive exceeds $10,000.

1.16. "**Transparency Act**" means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252. The Transparency Act also is referred to as FFATA.

1.17 "Vendor" means a dealer, distributor, merchant or other seller providing property or services required for a project or program funded by an Award. A Vendor is not a Prime Recipient or a Subrecipient and is not subject to the terms and conditions of the Federal award. Program compliance requirements do not pass through to a Vendor.

2. Compliance. Contractor shall comply with all applicable provisions of the Transparency Act and the regulations issued pursuant thereto, including but not limited to these Supplemental Provisions. Any revisions to such provisions or regulations shall automatically become a part of these Supplemental Provisions, without the necessity of either party executing any further instrument. The State of Colorado may provide written notification to Contractor of such revisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.

3. System for Award Management (SAM) and Data Universal Numbering System (DUNS) Requirements.

3.1. SAM. Contractor shall maintain the currency of its information in SAM until the Contractor submits the final financial report required under the Award or receives final payment, whichever is later. Contractor shall review and update SAM information at least annually after the initial registration, and more frequently if required by changes in its information.

3.2. DUNS. Contractor shall provide its DUNS number to its Prime Recipient, and shall update Contractor's information in Dun & Bradstreet, Inc. at least annually after the initial registration, and more frequently if required by changes in Contractor's information.

4. Total Compensation. Contractor shall include Total Compensation in SAM for each of its five most highly compensated Executives for the preceding fiscal year if:

4.1. The total Federal funding authorized to date under the Award is $25,000 or more; and

4.2. In the preceding fiscal year, Contractor received:

4.2.1. 80% or more of its annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and

4.2.2. $25,000,000 or more in annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and

4.3. The public does not have access to information about the compensation of such Executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d) or § 6104 of the Internal Revenue Code of 1986.

5. Reporting. Contractor shall report data elements to SAM and to the Prime Recipient as required in §7 below if Contractor is a Subrecipient for the Award pursuant to the Transparency Act. No direct payment shall be made to Contractor for providing any reports required under these Supplemental Provisions and the cost of producing such reports shall be included in the Contract price. The reporting requirements in §7 below are based on guidance from the US Office of Management and Budget (OMB), and as such are subject to change at any time by OMB. Any such changes shall be automatically incorporated into this Contract and shall become part of Contractor's obligations under this Contract, as provided in **§2** above. The Colorado Office of the State Controller will provide summaries of revised OMB reporting requirements at http://www.colorado.gov/dpa/dfp/sco/FFATA.htm.

6. Effective Date and Dollar Threshold for Reporting. The effective date of these Supplemental Provisions apply to new Awards as of October 1, 2010. Reporting requirements in §7 below apply to new Awards as

of October 1, 2010, if the initial award is $25,000 or more. If the initial Award is below $25,000 but subsequent Award modifications result in a total Award of $25,000 or more, the Award is subject to the reporting requirements as of the date the Award exceeds $25,000. If the initial Award is $25,000 or more, but funding is subsequently de-obligated such that the total award amount falls below $25,000, the Award shall continue to be subject to the reporting requirements.

7. Subrecipient Reporting Requirements. If Contractor is a Subrecipient, Contractor shall report as set forth below.

7.1. To SAM. A Subrecipient shall register in SAM and report the following data elements in SAM *for each* Federal Award Identification Number no later than the end of the month following the month in which the Subaward was made:

7.1.1. Subrecipient DUNS Number;

7.1.2. Subrecipient DUNS Number + 4 if more than one electronic funds transfer (EFT) account;

7.1.3. Subrecipient Parent DUNS Number;

7.1.4. Subrecipient's address, including: Street Address, City, State, Country, Zip + 4, and Congressional District;

7.1.5. Subrecipient's top 5 most highly compensated Executives if the criteria in §4 above are met; and

7.1.6. Subrecipient's Total Compensation of top 5 most highly compensated Executives if criteria in §4 above met.

7.2. To Prime Recipient. A Subrecipient shall report to its Prime Recipient, upon the effective date of the Contract, the following data elements:

7.2.1. Subrecipient's DUNS Number as registered in SAM**.**

7.2.2. Primary Place of Performance Information, including: Street Address, City, State, Country, Zip code + 4, and Congressional District.

8. Exemptions.

8.1. These Supplemental Provisions do not apply to an individual who receives an Award as a natural person, unrelated to any business or non-profit organization he or she may own or operate in his or her name.

8.2. A Contractor with gross income from all sources of less than $300,000 in the previous tax year is exempt from the requirements to report Subawards and the Total Compensation of its most highly compensated Executives.

8.3. Effective October 1, 2010, "Award" currently means a grant, cooperative agreement, or other arrangement as defined in Section 1.1 of these Special Provisions. On future dates "Award" may include other items to be specified by OMB in policy memoranda available at the OMB Web site; Award also will include other types of Awards subject to the Transparency Act.

8.4. There are no Transparency Act reporting requirements for Vendors.

9. Event of Default. Failure to comply with these Supplemental Provisions shall constitute an event of default under the Contract and the State of Colorado may terminate the Contract upon 30 days prior written notice if the default remains uncured five calendar days following the termination of the 30 day notice period. This remedy will be in addition to any other remedy available to the State of Colorado under the Contract, at law or in equity.

EXHIBIT D
RESERVED

Exhibit E - Form of Option Letter

Date:	Original Grant CMS #:	Option Letter #	CMS Routing #

1) **OPTIONS:**
   - **a.** Option to issue a new Subproject Budget (§4.3 **of the Subproject Scope of Work/Budget**) for a Subproject Budget Line Item adjustment of §4.2.
   - **b.** Option to issue a new Subproject Budget (§4.4.1 **of the Subproject Scope of Work/Budget**) for a Minor Budget Adjustment of §4.2.
   - **c.** Option to issue a new Subproject Budget (§4.4.2 **of the Subproject Scope of Work/Budget**) for a True-up Budget Proposal of §4.2.

2) **REQUIRED PROVISIONS**. All Option Letters shall contain the appropriate provisions set forth below:
   - **a. For use with Option 1(a):** In accordance with §**7(C)** of the Original Grant referenced above between the State of Colorado, acting by and through the Colorado Department of Local Affairs**,** and Contractor's Name ("**Grantee**") and **§4.3** of the Subproject Scope of Work for _____ (the "**Subproject SOW**"), the State hereby approves the Line Item Proposal on the attached revised Subproject Budget for **§4.2** of the Subproject SOW. Section **4.2** of the Subproject SOW of the Original Grant is hereby deleted and replaced with the attached **§4.2**. All references to **§4.2** of the Subproject SOW in the Original Grant shall refer to the attached Exhibit. Subproject Budget Line Item adjustments shall not increase the Grant Funds for a Subproject. The total value of the Grant is unchanged.
   - **b. For use with Option 1(b):** In accordance with §**7(C)** of the Original Grant referenced above between the State of Colorado, acting by and through the Colorado Department of Local Affairs**,** and Contractor's Name ("**Grantee**") and **§4.4.1** of the Subproject Scope of Work for _____ (the "**Subproject SOW**"), the State hereby approves the Minor Budget Adjustment on the attached revised Subproject Budget for **§4.2** of the Subproject SOW. Section **4.2** of the Subproject SOW of the Original Grant is hereby deleted and replaced with the attached **§4.2**. All references to **§4.2** of the Subproject SOW in the Original Grant shall refer to the attached Exhibit. Minor Budget Adjustments shall not increase the Grant Funds for a Subproject. The total value of the Grant is unchanged.
   - **c. For use with Option 1(c):** In accordance with §**7(C)** of the Original Grant referenced above between the State of Colorado, acting by and through the Colorado Department of Local Affairs**,** and Contractor's Name ("**Grantee**") and **§4.4.2** of the Subproject Scope of Work for _____ (the "**Subproject SOW**"), the State hereby approves the True-up Budget Proposal on the attached revised Subproject Budget for **§4.2** of the Subproject SOW. Section **4.2** of the Subproject SOW of the Original Grant is hereby deleted and replaced with the attached **§4.2**. All references to **§4.2** of the Subproject SOW in the Original Grant shall refer to the attached Exhibit. True-up Budget Proposal adjustments shall not increase the Grant Funds for a Subproject. The total value of the Grant is unchanged.

3) **Effective Date**. The effective date of this Option Letter is upon approval of the State Controller or Insert start date, whichever is later.

STATE OF COLORADO
John W. Hickenlooper GOVERNOR
Colorado Department of Local Affairs

_____

By: Insert Name & Title of Person Signing for Agency or IHE

Date: _____

ALL CONTRACTS REQUIRE APPROVAL BY THE STATE CONTROLLER

CRS §24-30-202 requires the State Controller to approve all State contracts. This Option Letter is not valid until signed and dated below by the State Controller or delegate. Grantee is not authorized to begin performance until such time. If Grantee begins performing prior thereto, the State of Colorado is not obligated to pay Grantee for such performance or for any goods and/or services provided hereunder.

SAMPLE

Exhibit E - Form of Option Letter

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By: _____
Controller Delegate, Colorado Department of Local Affairs

Date: _____

SAMPLE

EXHIBIT F
PROCEDURE TO PREVENT DUPLICATION OF BENEFITS

For activities carried out by subrecipients, the designated administrator of the activity will be contractually required to complete this procedure and submit documentation for review before the responsible State agency will release payment.

PROCEDURE

a. Prior to assistance
    i. Identify total need
        1. Determine the specific purpose for the CDBG-DR request
        2. Total need will be determined by project type (e.g. homeowner rehabilitation cost estimate, infrastructure reconstruction cost estimate). The total need must be documented.
        3. All costs included in total need must be reasonable and necessary.
    ii. Identify all other potentially duplicative sources of funding received and reasonably anticipated
        1. For individuals as well as entities, the application for assistance will require documentation for all sources of funding received or reasonably anticipated, and certification that all assistance is reported.
        2. 3rd party verify when possible (FEMA, SBA)
    iii. Determine which funding sources to include in and exclude from unmet need calculation (based upon guidance in Fed. Reg. 71,060 – 71,066 (November 16, 2011)) and deduct assistance determined to be duplicative
    iv. Apply program cap, if applicable
    v. Arrive at maximum award
    vi. Execute grant/loan agreement with recipient, including provision that all additional funds received will be reported to the State or subrecipient program administrator within 15 calendar days. If the additional funds are determined to be duplicative, the award will be reduced and/or the recipient will be required to repay any disbursed duplicative benefit.
b. Upon completion of activity for which funds were awarded
    i. Require recipient to report and certify whether additional funds were received for disaster-related expenses, the amount, and when funds were received. If additional funds were received that are determined to be duplicative, require repayment.
c. One year after completion of activity for which funds were awarded
    i. Require recipient to report and certify whether additional funds were received for disaster-related expenses, the amount, and when funds were received. If additional funds were received that are determined to be duplicative, require repayment.

RESPONSIBLE PERSONNEL

a. The Department of Local Affairs, Executive Director's Office
    i. CDBG DR Program Manager – overall program management
    ii. Accounting and Financial Services – fiscal control
    iii. Communications
b. Department of Public Safety, Division of Homeland Security and Emergency Management
    i. Activities carried out through subgrantees
    ii. Recovery specialists – contract review
        1. Infrastructure Program Manager – contract review and oversight

EXHIBIT F
PROCEDURE TO PREVENT DUPLICATION OF BENEFITS

c. Activities carried out through subrecipients
   i. **Subrecipient program administrator – initial calculation and follow-up**
   ii. Contract managers – review subrecipient-submitted calculations and documentation and monitor for compliance

The applicant, City of Louisville, certifies acceptance of responsibility to adhere to the Procedure for the Prevention of Duplication of Benefits, and assumes responsibility for adherence by any and all subcontractors or sub-subrecipients to the program.

_____ _____
Signature, Chief Elected Official/Executive Director/President Date

FORM 1

RESERVED

FORM 2

Federal Funding Accountability and Transparency Act (FFATA)
Data Report Form

Reporting is required for initial awards of $25,000 or more or award modifications that result in a total award of $25,000 or more.

Information Field. (Refer to the definitions under Section 1 of this Exhibit)	**Response**
1. Agency or Jurisdiction DUNS Number:	182743120
2. Subrecipient Name Receiving Award:	N/A
3. Subrecipient Parent DUNS Number: (Report if different from subrecipient number)	N/A
4. Location of Entity Receiving Award: (Full street address)	749 Main St. Louisville, CO 80027
5. Primary Location of Performance of the Award: (City, State and Congressional District)	Louisville, Colorado
	Answer True or False
6. In the preceding fiscal year, Contractor received: a. $25,000,000 or more in annual gross revenues from federal procurement contracts/subcontracts and/or federal financial assistance awards or subawards subject to the Transparency Act.	False
b. 80% or more of its annual gross revenues from federal procurement contracts/subcontracts and/or federal financial assistance awards or subawards subject to the Transparency Act.	False
c. The public does not have access to information about the compensation of its five most highly compensated Executives through periodic reports filed through the Securities Exchange Act of 1934 or the IRS.	False

An answer to question 7 is required ONLY when <u>all</u> answers to questions 6 are true.

7. Names and total compensation of the five (5) most highly compensated Executives for the preceding fiscal year.

Name (Print)	Compensation Amount

<u>Certification</u>: By signing below, I certify the information contained in this report is complete and accurate to the best of my knowledge.

Name & Title of Authorizing Official	Signature	Date

SUBPROJECT SCOPE OF WORK/BUDGET

1. DESCRIPTION OF THE SUBPROJECT

1.1 Subproject Description. Extreme rain amounts caused flood waters which destroyed 50' of roadway approaches, guardrail and embankment on north and south sides of the Coal Creek Bridge, beyond feasible repairs. Repairs are necessary to restore essential traffic, emergency access and egress and construct a new bridge inclusive of current design standards. Project includes the following repairs:

- Bridge replacement to the current design standards including waterway opening, roadway lane and shoulder widths, abutments and wingwalls.
- Retaining walls to avoid right-of-way acquisition and impacts to adjacent public open space.
- Roadside safety features including protection of hazards, guardrail, foreslopes, ditches, and backslopes.
- Signing, striping, permanent and temporary erosion control, fencing and restoration of existing features within the right-of-way.

1.2 Responsibilities. This subsection ☐ is, or ☒ is not applicable.

1.2.1 Subgrantee. Grantee has entered into an agreement with _____ ("**Subgrantee**"), for the administration of the Subproject. When applicable, the terms and provisions of this Grant pertain to Subgrantee, whether Subgrantee is specifically mentioned or not. Grantee is not released from its obligations under this Grant even if it has contracted out the administration of the Subproject.

1.2.2 Approval of Subgrantee's Agreement. Grantee shall submit its agreement with Subgrantee to DPS and obtain DPS' approval of such agreement prior to disbursement of Grant Funds. Subgrantee's agreement shall clearly delineate contractual responsibilities of the Grantee and Subgrantee and contain a provision preventing transfer, assignment, or further subcontracting of its agreement without prior written approval of DPS.

1.3 Program Income. This Subproject ☐ shall ☒ shall not generate Program Income.

1.4 Term-Work Commencement. The Parties respective performances for this Subproject shall commence on January 6, 2015 and terminate on March 31, 2016 unless sooner terminated or further extended as specified elsewhere herein.

2. DEFINITIONS

2.1 Advance Payment. "Advance Payment" means the use of Grant Funds to pay for Work that has been completed and invoiced to DPS for such Work, but Grantee has not paid such invoices.

2.2 Application. "Application" means application completed by the Grantee on the prescribed form, including proper attachments and documents required thereunder, for approval of this Subproject.

2.3 Beneficiary. "Beneficiary" for this Subproject is (check one):

☐ The persons and/or households who are the end users that benefit from this Subproject which is funded with Grant Funds.

☒ The area that benefits from this Subproject which is funded with Grant Funds.

2.4 **Business Day.** "Business Day" means a day during which the State is open for business, excluding weekends and legal public holidays.

2.5 **Cumulative Basis**. "Cumulative Basis" means a cumulative or increasing accumulation of additional expenses within a specific Subproject Budget Line Item starting with the initial amount approved in **§4.2**, Subproject Budget as of the term commencement date for this Subproject. Such starting point will reset with an amendment to this Grant approved by the DOLA Controller changing the Subproject Budget Line Item amount or the Subproject Budget Line Item has been amended through an approved True-up Budget Proposal.

2.6 **Eligible Expenses.** "Eligible Expenses" are the costs of performing approved and eligible Subproject activities pursuant to this Subproject Scope of Work/Budget. Such Eligible Expenses are specified in the Action Plan and must comply with all CDBG-DR requirements, State Fiscal Rules, this Subproject Scope of Work/Budget and the Grant Agreement.

2.7 **Low- and Moderate-Income Persons.** This subsection ☐ is, or ☒ is not applicable.

"Low- and Moderate-Income Persons" for this Subproject are (check all that apply):

☐ Those persons who are members of families whose incomes are at or below 80% of area median income as set forth in Exhibit D, as may be amended by HUD and which shall be posted by HUD on its website, or

☐ Those persons who reside in areas that have been determined by HUD, based upon the 2000 Census data, to be at or below 80% of area median income areas, as further specified in the National Objective in **§3.2** below, or

☐ Those persons belonging to clientele groups (as such term is defined by HUD) who are presumed by HUD to be at or below 80% of area median income, as further specified in the National Objective in **§3.2** below, or

☐ Those persons who are members of families whose incomes are at or below 80% of area median income as determined by utilizing an income survey methodology approved by HUD.

2.8 **Lump Sum Budgeting.** "Lump Sum Budgeting" means a very general, non specific budget for a multi-component project that leaves all discretion with the recipient of the grant for use of grant funds. For purposes of this definition, "component" means a distinct period or stage in a sequence of events to complete a project. For example, a multi-component construction project *not* using Lump Sum Budgeting may include separate line items for Real Property Acquisition, Design, Utilities, and Construction. A multi-component construction project using Lump Sum Budgeting may only include a line item for Construction. Lump Sum Budgeting is not permitted under this Grant.

2.9 **Subproject Budget Line Item**. "Subproject Budget Line Item" means each line for Subproject activities specified and approved in the Subproject Budget in **§4.2** of this Subproject Scope of Work/Budget.

3. DELIVERABLES

3.1 Outcome. The final outcome of this Subproject is to replace County Road Bridge (95th Street) in accordance with Grantee's CDBG-DR grant application and the specific Subproject activities as described herein.

3.2 National Objective. As determined by the State, Grantee shall present documentation to demonstrate compliance by the Subproject with the National Objective identified below during the term of this Grant:

☒ **Urgent Need:** This Subproject meets the national objective of urgent need as defined in the Federal Register, Volume 78, Number 43 (March 5, 2013), at VI.A.1.f.

3.3 Project Performance Plan. The Parties shall comply with the milestones, performance goals and timelines in the Subproject Project Performance Plan.

3.4 Residency Declaration. This Subproject ☐ shall ☒ shall not require Beneficiaries to execute a Residency Declaration (**Form 1**). This requirement shall not apply when the owner of the Subject Property is a charitable non-profit pursuant to 8 USC §1642(d).

4. FUNDING

The State provided funds shall be limited to the amount specified under the "Grant Funds" column of **§4.2**, Subproject Budget, below.

4.1 Other Funds. Grantee shall provide the required Other Funds as listed in the "Other Funds" column of **§4.2** below during the term of this Subproject.

4.2 Subproject Budget.

Subproject Activities	Total Cost	Grant Funds	Other Funds	Other Funds Source
Design, Engineering	$ 658,486.95	$ 65,848.70	$526,789.56 $ 65,848.69	FHWA State
Construction Management	$ 362,167.83	$ 36,216.78	$289,734.26 $ 36,216.79	FHWA State
Construction	$2,633,947.83	$263,394.78	$2,107,158.26 $263,394.79	FHWA State
Total	$3,654,602.61	$365,460.26	$3,289,142.35	

If administrative expenses are included as Eligible Expenses, there must be a separate Subproject Budget Line Item for such expenses. Lump Sum Budgeting is not acceptable.

4.3 Subproject Budget Line Item Adjustments. Subproject Budget Line Item adjustments pursuant to this Section shall not change the total awarded or contracted amount of the Grant Funds for a Subproject. Increases to Grant Funds for a Subproject require an amendment. Calculations in **§§4.3.1** and **4.3.2** must be made on a Cumulative Basis.

4.3.1 Grantee shall have authority to adjust individual Subproject Budget Line Items without approval of the State up to an aggregate of 10% of such Subproject Budget Line Item from which the funds are moved. Such authority shall not allow Grantee to transfer to or between administration budget lines and/or between Subprojects (E.g. development fees, overhead and project delivery). Grantee shall send written notification of allowed adjustments to the State within 30 days of such adjustment.

4.3.2 All changes to individual Subproject Budget Line Items which are in excess of 10% but less than 24.99% of such Subproject Budget Line Item from which the funds are moved shall require prior written approval of the DOLA Controller. Grantee shall submit a written request for changes pursuant to this Section to DOLA. Such request shall include the amount of such request, the reason for the request and any necessary documentation. If DOLA approves such request, DOLA shall unilaterally execute an Option Letter accepting such request pursuant to **§7(c)** of the Grant Agreement. Grantee is not authorized to perform until Grantee receives an executed Option Letter accepting such change.

4.3.3 All changes to individual Subproject Budget Line Items which are in excess of 24.99% of such Subproject Budget Line Item from which the funds are moved shall require a prior written amendment executed by the Grantee and DOLA pursuant to**§21(J)** of the Grant Agreement. Grantee shall submit a written request for changes pursuant to this Section to DOLA. Such request shall include the amount of such request, the reason for the request and any necessary documentation. Grantee is not authorized to perform until a bi-lateral amendment is fully executed by the DOLA Controller accepting such change.

4.3.4 **Signature Authority**. All Grantee notices and requests submitted to DOLA pursuant to this **§4.3** (each a "**Line Item Proposal**"), must be signed and dated by a person authorized to bind the Grantee to such Line Item Proposal.

4.4 Overall Budget Adjustments.

4.4.1 All changes to the overall Subproject Budget which are less than 24.99% (each a "**Minor Budget Adjustment**") shall require prior written approval of the DOLA Controller. Grantee's Responsible Administrator shall submit a written request for changes pursuant to this Section to DOLA. Such request shall include the amount of such request, the reason for the request and any necessary documentation. If DOLA approves such request, DOLA shall unilaterally execute an Option Letter accepting such request pursuant to **§7(C)** of the Grant Agreement. Grantee is not authorized to perform until Grantee receives an executed Option Letter accepting such change. Minor Budget Adjustments shall not increase the Grant Funds.

4.4.2 **Exception for Setting Final Initial Budget**. Within 30 days of bid opening for its selection of its prime Subcontractor, Grantee shall submit a written request for changes to the overall Subproject Budget to revise the initial overall Budget estimate to align it with current market conditions (a "**True-up Budget Proposal**"). Grantee's Responsible Administrator shall submit a written request for changes pursuant to this Section to DOLA. Such request shall include the amount of such request, the reason for the request and any necessary documentation. If DOLA approves such request, DOLA shall unilaterally execute an Option Letter accepting such request pursuant to **§7(C)** of the Grant Agreement. Grantee is not authorized to perform until Grantee receives an executed Option Letter accepting such change. True-up Budget Proposals shall not increase the Grant Funds. The overall Budget adjustment permitted by this **§4.4.2** is only permitted once under this Grant.

4.4.3 **Other Budget Changes**. All changes to the overall Subproject Budget which are in excess of 24.99% shall require a prior written amendment executed by the Grantee and DOLA pursuant to **§21(J)** of the Grant Agreement. Grantee shall submit a written request for changes pursuant to this Section to DOLA. Such request

shall include the amount of such request, the reason for the request and any necessary documentation. Grantee is not authorized to perform until a bi-lateral amendment is fully executed by the DOLA Controller accepting such change.

4.4.4 Signature Authority. All Grantee notices and requests submitted to DOLA pursuant to this **§4.4** (each a "**Budget Proposal**"), must be signed and dated by a person authorized to bind the Grantee to such Budget Proposal.

5. PAYMENT

Payments shall be made in accordance with this section and the provisions set forth in **§4** of Exhibit B and **§7** of the Grant Agreement.

5.1 Liability for Costs. The State shall not be liable to pay or reimburse Grantee for any performance under this Subproject, including, but not limited to costs or expenses incurred, or be bound by any provision hereof prior to (check one):

☐ The Effective Date.

☒ The Effective Date; provided, however, that all Project costs, if specifically authorized by the federal funding authority, incurred on or after January 6, 2015, may be submitted for reimbursement as if incurred after the Effective Date.

☐ insert date for authorized Pre-agreement Costs. Such costs may be submitted for reimbursement as if incurred after the Effective Date.

5.2 Subproject Payment Schedule. State shall make payments to Grantee as follows (check one):

☒ State shall make payment to Grantee pursuant to accepted Pay Requests until 95% of Grant Funds have been disbursed, which final 5% shall be disbursed in accordance with **§5.6**.

☐ **For acquisition of real property only (with escrow):** State shall make payment to escrow agent pursuant to accepted Pay Requests prior to closing of the acquisition of real property.

For acquisition of real property only (reimbursement basis): State shall make payment to Grantee pursuant to accepted Pay Requests after closing of the acquisition of real property.

☐ **For acquisition of real property only (State attendance):** State shall make payment to seller pursuant to accepted Pay Requests at closing of the acquisition of real property.

☐ **For acquisition of real property (with escrow) and post-acquisition construction/activities:** State shall make payment to escrow agent pursuant to accepted Pay Requests prior to closing of the acquisition of real property for acquisition expenditures. All non-acquisition expenditures for the Subproject shall be paid by the State to Grantee pursuant to accepted Pay Requests until 95% of non-acquisition Grant Funds have been disbursed, which final 5% of the non-acquisition Grant Funds shall be disbursed in accordance with **§5.6**.

☐ **For acquisition of real property (reimbursement basis) and post-acquisition construction/activities:** State shall make payment to Grantee pursuant to accepted Pay Requests after closing of the acquisition of real property for acquisition expenditures. All non-acquisition expenditures for the Subproject shall be paid by the

State to Grantee pursuant to accepted Pay Requests until 95% of non-acquisition Grant Funds have been disbursed, which final 5% of the non-acquisition Grant Funds shall be disbursed in accordance with **§5.6**.

☐ **For acquisition of real property (State attendance) with post-acquisition construction/activities**: State shall make payment to Grantee pursuant to accepted Pay Requests after closing of the acquisition of real property for acquisition expenditures. All non-acquisition expenditures for the Subproject shall be paid by the State to Grantee pursuant to accepted Pay Requests until 95% of non-acquisition Grant Funds have been disbursed, which final 5% of the non-acquisition Grant Funds shall be disbursed in accordance with **§5.6**.

5.3 Advance Payments. This subsection ☐ is, or ☒ is not applicable.

DOLA Controller has previously approved in writing Advance Payments for this Subproject. If Work is subcontracted or subgranted, such Subcontractors and/or Subgrantees are not previously paid, Grantee shall disburse Grant Funds received from the State to such Subcontractor or Subgrantee within three Business Days of receipt. Grantee shall provide DPS with proof of payment within three Business Days of such payment. Excess funds shall be returned to DOLA.

To maximize the use of Grant Funds, the State shall evaluate Grantee's expenditure of the Grant Funds for timeliness and compliance with the terms of this Grant and Subproject Scope of Work/Budget. DOLA reserves the right to recapture advanced Grant Funds when Grantee has not or is not complying with the terms of this Grant and/or the Subproject Scope of Work/Budget.

5.4 Milestones.

Subproject Activity	Milestone	Target Date
Phase 1- Design	Complete preliminary design	January 6, 2015
Phase 2- Field Inspection Review and Final Design Services	Finish field inspection review and final office review for final design and advertisement	August 26, 2015
Phase 3- Construction	Complete construction and closeout	March 31, 2016

If Target Date for such Milestone is not met, State has the authority to use any remedies stated in the Grant, including, but not limited to, those specified in **§15(C)** of the Grant Agreement which allow the State, at its sole discretion, to provide technical assistance and/or termination of the overall Project and/or a Subproject.

5.5 Quarterly Pay Requests. Beginning the earlier to occur of January 10, April 10, July 10, or October 10 after commencement of Work under this Subproject and for each quarter thereafter until termination of this Subproject, Grantee shall submit Pay Requests using a form provided by the State. The State shall pay the Grantee for actual expenditures made in the performance of this Subproject based on the submission of Pay Requests. The Grantee shall submit Pay Requests setting forth a detailed description and provide documentation (including invoices) of the amounts and types of reimbursable expenses. For months in which there are no expenditures to reimburse, Grantee shall indicate zero (0) in the request. The Pay Request shall contain actual expenditures of Grant Funds incurred in the period by Subproject Budget Line Item pursuant to **§4.2** of this Subproject

Scope of Work/Budget as well as a projection of all Subproject Work expected to be accomplished in the following month, including an estimate of Grant Funds to be expended. This report is due within 10 days of the end of the reporting quarter or more frequently at the discretion of the Grantee. See Subproject Project Performance Plan for specific submittal dates.

5.6 **Final Payment/Substantial Completion**. Final payment for this Subproject shall not be released by DOLA until Grantee has submitted a final Pay Request and achieved substantial completion, which includes completion of the Subproject Work; completion, submission, and DPS' acceptance of all interim reports; completion of on-site Subproject monitoring by DPS, including approval of all corrective action taken on any identified findings or concerns; and submission by Grantee and acceptance by DOLA and DPS of the Subproject Completion Report (collectively, "**Substantial Completion**"). For the purposes of this Subproject, "completion of the Subproject Work" means the following:

For All Work: All CDBG-DR work must be sufficiently complete in accordance with the Subproject Scope of Work/Budget so it can be utilized for its intended purpose without undue interference.

5.7 **Eligible Expenses**. Pay Requests shall include only Eligible Expenses. Eligible Expenses do not include administrative expenses.

5.8 **Cost Savings**. Cost Savings derived while completing the Subproject shall be (choose one):

☐ split on a pro-rata basis between the State and Grantee

☒ returned to the State

6. ADMINISTRATIVE REQUIREMENTS

6.1 **Personnel.**

6.1.1 **Responsible Administrator**. Grantee's performance hereunder shall be under the direct supervision of Heather Balser, Project Manager, an employee or agent of Grantee, who is hereby designated as the responsible administrator of this Subproject.

6.1.2 **Other Key Personnel**: name, title, and description on role of person. Such key personnel shall be updated through the approval process in **§6.1.3.**

6.1.3 **Replacement.** Grantee shall immediately notify DOLA if any key personnel cease to serve. Provided there is a good-faith reason for the change, if Grantee wishes to replace its key personnel, it shall notify DOLA and seek its approval, which shall be at DOLA's sole discretion, as DOLA issued this Grant in part in reliance on Grantee's representations regarding Key Personnel. Such notice shall specify why the change is necessary, who the proposed replacement is, what his/her qualifications are, and when the change will take effect. Anytime key personnel cease to serve, DOLA, in its sole discretion, may direct Grantee to suspend Work on the Subproject until such time as replacements are approved. All notices sent under this subsection shall be sent in accordance with **§16** of the Grant Agreement.

6.2 **Reporting**. Grantee shall submit the following reports to DOLA using the state-provided forms. DOLA may withhold payment(s) or take additional action described in **§15** of the Grant Agreement, if such reports are not submitted timely. When there is a conflict

between the reporting requirement in this section and the CDBG Guidebook, the stricter requirement shall prevail.

6.2.1 Pay Requests. Pay Requests are due in accordance with **§5.5** of this Subproject Scope of Work/Budget.

6.2.2 Financial Status Report. This report is due within 10 calendar days of the end of each quarter until the Subproject has been closed out with the State.

6.2.3 Performance Reports. The Project Performance Plan report for the Subproject shall be submitted within 10 calendar days of the end of each quarter until the Subproject has been closed out with the State.

6.2.4 Subproject Completion Report. Within 90 days of the earlier of termination or completion of the Subproject, the Grantee shall submit one copy of the Subproject Completion Report, and two copies of the final Financial Status Report.

6.3 Inspections.

6.3.1 Grantee. Prior to submitting a request for payment, Grantee must inspect as described below in **§§6.3.1.1** through **6.3.1.7** and certify that it meets the requirements and standards of the Notices and the Action Plan. Grantee's payment request to DOLA must include documentation of the inspection and approval.

6.3.1.1 For Construction: Grantee shall inspect Work for progress that is consistent with the Application and this Exhibit, and compliance with the standards specified in the Action Plan, this Grant, the scope of work in the agreement between the contractor and Grantee (if any) and applicable laws, rules and regulations.

6.3.1.2 For Acquisition of Real Property Only: Grantee shall inspect the targeted property to ensure that it meets the legal description of such property included in the Application and that it meets requirements of an Authorized Activity.

6.3.1.3 For Acquisition of Real Property, Demolition and Return to Open Space: Grantee shall inspect the targeted property to ensure that it meets the legal description of such property included in the Application and that it meets requirements of an Authorized Activity. After acquisition, Grantee shall inspect Work for progress that is consistent with the Application and this Exhibit, and compliance with the standards specified in the Action Plan, this Grant, the scope of work in the agreement between the contractor and Grantee (if any) and applicable laws, rules and regulations.

6.3.1.4 For Preliminary Design and Engineering: Grantee shall inspect design and engineering documents for progress that is consistent with the Subcontractor invoice.

6.3.1.5 For Demolition and Removal: Grantee shall inspect the Subject Property for progress that is consistent with the Subcontractor invoice.

6.3.1.6 Life Safety Equipment Purchase and Installation: Grantee shall confirm that the equipment purchased is consistent with the

invoice submitted for such equipment. Grantee shall inspect installation Work for progress that is consistent with the Application and this Exhibit, and compliance with the standards specified in the Action Plan, this Grant, the scope of work in the agreement between the contractor and Grantee (if any) and applicable laws, rules and regulations..

6.3.1.7 **For Hazard Mitigation Planning and Stream Master Planning**: Grantee shall inspect planning documents for progress that is consistent with the Subcontractor invoice.

6.3.2 DOLA.

6.3.2.1 At its sole discretion, DOLA, or its authorized agent, may perform an inspection of the Work and/or Subject Property, as applicable, prior to release of requested payment.

6.3.2.2 Prior to Substantial Completion of the Subproject, DOLA or its authorized agent shall perform an inspection of the Subproject Work and/or Subject Property, and shall have access to all Grantee financial, administrative, and Beneficiary records related to the Subproject Scope of Work/Budget. Release of final payment shall be subject to acceptable completion of this monitoring, pursuant to **§5.6**, above.

6.4 **Prevention of Duplication of Benefits**. The CDBG-DR appropriation (Pub. L. 113-2) and the Stafford Act require that Beneficiaries of federal disaster assistance do not receive a duplication of benefits of resources available to them between federal, state, local, and certain private sources.

6.4.1 **Determine Maximum Eligible Benefit**. Prior to awarding Grant Funds to Grantee, DOLA reviewed information submitted by the Grantee, pursuant to DOLA's Procedure to Prevent Duplication of Benefits (attached as **Exhibit F**). The Grant Funds awarded pursuant to each Subproject Scope of Work/Budget do not exceed DOLA's determination of Grantee's unmet need for each Subproject.

6.4.2 **Grantee Agreement to Reimburse Duplicative Benefits**. Grantee acknowledges that the source and amount of any and all additional funds received for costs associated with the disaster will be reported to DOLA within 15 calendar days of receipt. If DOLA determines the additional funds to be duplicative, the Grant Funds will be reduced by and/or the Grantee will be required to repay any disbursed duplicative amount.

6.4.3 **Completion Monitoring**. Upon Substantial Completion of each Subproject, Grantee will report and certify to DOLA whether additional funds were received for disaster related expenses, the source, the amount, and date of receipt. If additional funds were received and DOLA determines that they are duplicative, the Grantee must repay the duplicative amount to DOLA.

6.4.4 **On-going Monitoring**. One year after Substantial Completion of each Subproject, and until three years after Substantial Completion, Grantee will report and certify whether additional funds were received for disaster related expenses, the source, the amount, and date of receipt. If additional funds were received that are

determined to be duplicative, the Grantee must repay the duplicative amount to DOLA.

6.5 **Bonds.** If Subproject includes construction or facility improvements, Grantee, Subgrantee and/or their subcontractors performing such Work shall secure the bonds hereunder from companies holding certificates of authority as acceptable sureties pursuant to 31 CFR Part 223 and are authorized to do business in Colorado.

6.5.1 **Bid Bond.** A bid guarantee from each bidder of Work equivalent to five (**5**) percent of the bid price. The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder shall, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.

6.5.2 **Performance Bond**. A performance bond on the part of the Grantee, Subgrantee or their subcontractor for **100** percent of the awarded contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the Grantee, Subgrantee or their subcontractor's obligations under such contract.

6.5.3 **Payment Bond**. A payment bond on the part of the Grantee, Subgrantee or their subcontractor for **100** percent of the awarded contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by statute of all persons supplying labor and material in the execution of the work provided for in the contract.

6.5.4 **Substitution**. The bonding requirements in this **§6.5** may be waived in lieu of an irrevocable letter of credit if the price of the awarded contract is less than $50,000.

6.6 **Change of Use**.

6.6.1 During a period of five (5) years following the date of closeout for the Subproject specified in writing by the State to Grantee ("**Closeout Date**"), Grantee may not change the use or planned use of the Subject Property and/or Personal Property acquired or improved unless: 1) the State determines the new use meets one of the National Objectives of the CDBG-DR program, and 2) the Grantee provides affected citizens with reasonable notice and an opportunity to comment on any proposed changes.

6.6.2 If Grantee decides, after consultation with affected citizens that it is appropriate to change the use of the Subject Property and/or Personal Property to a use which the State determines does not qualify in meeting a National Objective, Grantee shall reimburse to the State an amount equal to the current fair market value of the Subject Property and/or Personal Property, less any portion of the value attributable to expenditures of non-CDBG-DR funds for acquisition of and improvements to, the Subject Property and/or Personal Property.

6.6.3 After the five (5) year period following the Closeout Date, no State restrictions on use of the Subject Property and/or Personal Property shall be in effect.

6.7 Davis-Bacon Act.

This section ☒ shall ☐ shall not apply to this Subproject.

Grantee shall comply with all the requirements set forth in 24 CFR §570.603 (Davis-Bacon Act). If applicable, the responsible party for oversight of compliance shall be designated in the PPP.

6.8 Section 3 of the HUD Act of 1968 and 24 CFR Part 135.

To the greatest extent feasible, the Grantee and Subgrantee (if applicable) will provide opportunities for training and employment that arise from this HUD-financed project, will give preference in hiring to persons whose income is equal to or less than 80% of Area Median Income (AMI), and will give preference in contracting to businesses owned in substantial part by persons, or that substantially employ persons, whose income is equal to or less than 80% of AMI in the Subproject area.

In addition, Grantee shall, to the maximum extent feasible, provide for the hiring of employees who reside in the vicinity, as such term is defined below herein, or contract with small businesses that are owned and operated by persons residing in the vicinity of such projects. Note: This local hiring requirement does not replace the responsibilities of Grantee under Section 3 of the Housing and Urban Development Act of 1968 (12 USC 1701u), and implementing regulations at 24 CFR part 135, except to the extent the obligations may be in direct conflict. For the purposes of this Grant, "vicinity" is defined as each neighborhood identified by the Grantee and approved by the State as being the areas of greatest need. "Small business" means a business that meets the criteria set forth in §3(a) of the Small Business Act.

6.9 Minority and Women Business Enterprises (24 CFR 570.506(g)(6)). To the greatest extent feasible, the Grantee and Subgrantee (if applicable) will take affirmative steps to assure that women's business enterprises have an equal opportunity to obtain or compete for subcontracts to be paid with CDBG-DR funds.

6.10 Uniform Relocation Act (URA). Grantee and Subgrantee are required to follow a URA Residential Anti-displacement and Relocation Assistance Plan when designing their programs in that obligations related to voluntary property acquisition activities for vacant and abandoned property apply. Grantee shall follow the alternative relocation requirements associated with these Grant Funds, which are specified in the March Notice.

Attachment A-1 (b) – PROJECT PERFORMANCE PLAN
CDBG – Disaster Recovery Program

Contract Number: D5DR1-40-13	**Name of Agency** **City of Louisville** **Name of Project** County Road Bridge (95th Street)	**Monitoring Level –** Frequent
National Objective: ☐ Benefit LMI Households ☐ Elimination of Slum or Blight ☒ Urgent Need		Explanation of recommendation CDBG-DR Funds
DHSEM Staff: James Raymond - State Recovery Liaison (303) 870-4827 Justine Willman - Recovery Specialist CDBG-DR (720) 852-6712		

MILESTONES – Grantee shall…	**CAPACITY**	**STATE ROLE** – DHSEM shall…	**PROGRESS** - reported quarterly
Provide documentation of signatory authority by: March 2015	Grantee is authorized to enter into a legally binding contract.	Review copy of Documents prior to the contract being executed.	**ACHIEVED: MM/DD/20YY**
Grantee has obtained a DUNS number and has provided to DOH. DUNS # is 182743120 March 2015	Find information on how to obtain a DUNS number and register at: www.sam.gov	Ensure the DUNS number is obtained in order for project to be set up in DRGR.	**ACHIEVED: MM/DD/20YY**
Provide certificates of insurance coverage required by this contract prior to or with Grantee executed contracts by: July 2015	Grantee has adequate insurance coverage per the terms of the Contract.	Review copy of Documents prior to reimbursement of funds to Grantee.	**ACHIEVED: MM/DD/20YY**

Obtain Environmental Release of Funds (ROF) Letter from DOLA by: July 2015	Grantee shall contact Crystal Andrews of the Dept. of Local Affairs at 303-864-7894 or crystal.andrews@state.co.us to complete HUD environmental requirements. Grantee can access CDBG guidebook at http://dola.colorado.gov/dlg/fa/cdbg/cdbg_guidebook.html#section_iv	Release funds only after ROF letter is provided.	**ACHIEVED: MM/DD/20YY**
Provide budget prior to or with Grantee executed contracts by: March 2015	Grantee has the capacity to utilize staff resources to fulfill contract obligations.	Release budget funds only after received payment requests.	**ACHIEVED: MM/DD/20YY**
Receive and review DHSEM CDBG-DR Monitoring Documents by: August 2015	Grantee shall become familiar with DHSEM CDBG-DR reporting requirements.	Provide forms to Grantee within 30 days of contract execution. Respond to a request for training within 10 days.	**ACHIEVED: MM/DD/20YY**
Phase 1- Preliminary Design January 2015	Grantee will provide documentation that the preliminary design has been completed	Review quarterly performance reports and make recommendations if performance goals are not met.	**ACHIEVED: MM/DD/20YY**
Phase 2- FIR and Final Design Services August 2015	Grantee will provide documentation that shows FIR, FOR designs are completed and proof of advertisement for the work to be completed	Review quarterly performance reports and make recommendations if performance goals are not met.	**ACHIEVED: MM/DD/20YY**
Phase 3- Start construction October 2015	Grantee will provide documentation showing that construction of the project has started	Review quarterly performance reports and make recommendations if performance goals are not met.	**ACHIEVED: MM/DD/20YY**
Phase 4- Completion and closeout March 2016	Grantee will provide documentation that construction has been completed according to specifications	Review quarterly performance reports and make recommendations if performance goals are not met.	**ACHIEVED: MM/DD/20YY**

Submit timely quarterly Project Performance Plan accomplishments within 10 calendar days of the end of each month for the term of the contract. July 2015 October 2015 January 2016 April 2016	Grantee will monitor work performed under the Scope of the Contract.	Review documents and provide follow up technical assistance as necessary.	**ACHIEVED: MM/DD/20YY** **ACHIEVED: MM/DD/20YY** **ACHIEVED: MM/DD/20YY** **ACHIEVED: MM/DD/20YY**
Submit on a monthly basis pay requests and supporting documentation of expenses by: July 2015 August 2015 September 2015 October 2015 November 2015 December 2015 January 2016 February 2016 March 2016 April 2016	Grantee shall ensure that no costs were encumbered prior to contract execution unless stated in the contract.	Review backup documentation prior to approving pay request.	**ACHIEVED: MM/DD/20YY** **ACHIEVED: MM/DD/20YY** **ACHIEVED: MM/DD/20YY** **ACHIEVED: MM/DD/20YY** **ACHIEVED: MM/DD/20YY** **ACHIEVED: MM/DD/20YY** **ACHIEVED: MM/DD/20YY** **ACHIEVED: MM/DD/20YY** **ACHIEVED: MM/DD/20YY**

Submit the Project Completion Report (PCR) to DHSEM within 30 days of the earlier of termination or completion of the project: April 2016	Grantee will report on work performed and demographic information of applicants and beneficiaries served on PCR forms	Process the PCR within 30 days of receiving a complete report.	**ACHIEVED: MM/DD/20YY**
Complete and submit a 504 Self Evaluation to DHSEM by: July 2015	Section 504 of the Rehabilitation Act of 1973 provides that a recipient shall operate each existing activity receiving Federal financial assistance so that the program or activity, when viewed in its entirety, is readily accessible to and usable by individuals with handicaps.	Supply and review Self Evaluation form. Provide technical assistance as needed.	**ACHIEVED: MM/DD/20YY**

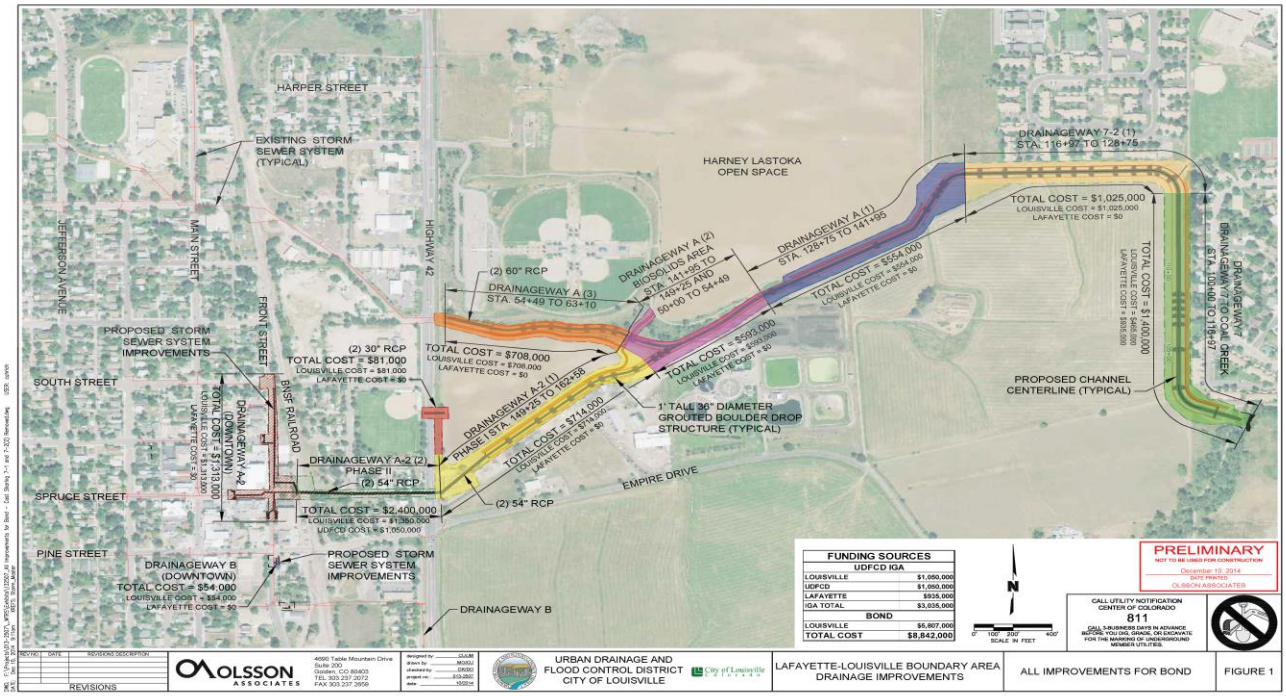
CITY COUNCIL COMMUNICATION
AGENDA ITEM 5G

SUBJECT: **RESOLUTION NO. 43, SERIES 2015 – A RESOLUTION APPROVING AN AMENDED AGREEMENT WITH THE URBAN DRAINAGE AND FLOOD CONTROL DISTRICT FOR THE DRAINAGEWAY A-2 IMPROVEMENTS PROJECT**

DATE: **JULY 14, 2015**

PRESENTED BY: **KURT KOWAR, PUBLIC WORKS**

SUMMARY:
This amendment enables the City to receive a $205,000 contribution in 2015 from the Urban Drainage and Flood Control District (UDFCD) for the Drainageway A-2 project. UDFCD cannot keep the project account funded without annual amendments to the original agreement and equal contributions by participating municipalities.



BACKGROUND
Since 2011 Louisville has been partnering with the UDFCD and Lafayette to complete analysis, mapping, engineering and design work to upgrade drainage infrastructure between downtown Louisville and Lafayette into Coal Creek sufficient to convey a 100-year storm event from downtown Louisville to Coal Creek via natural and man made drainage ways through the Harney/Lastoka Open Space. Without drainage

infrastructure improvements, areas of downtown Louisville will remain in the 100-year floodplain and properties in this area will be subject to potential flooding and higher insurance premiums. The City of Lafayette is participating in the project to design and improve drainage ways along the western boundary of Lafayette, which combine with the flows from downtown Louisville.

At this point, the final design is complete for Phase 1(Highway 42 to Coal Creek) and bidding in July of 2015. Phase 2 (West of Highway 42) design is 60% complete and will be bidding in fall of 2015.

FISCAL IMPACT:
The estimated project cost and funding are as follows:

Project Estimate	City of Louisville	City of Lafayette	UDFCD
$9,240,000	$7,084,063	$858,437	$1,297,500

The 2015 contribution for the City of Louisville is $205,000 and has been programmed and is available through the City's Stormwater Utility Account. The 2015 contribution for UDFCD is $205,000. The 2015 contribution for the City of Lafayette is $783,437. Previous years' contributions from all jurisdictions plus the 2015 funding bring the total available for the project to $2,968,437 in 2015. Additional funds will be added to the project in 2016 by the District and the City of Louisville through an Amendment to the Agreement. The City of Louisville has obtained a low interest loan to pay for up to $5,790,000 toward the project. The balance will be covered by Louisville's Stormwater Fund reserves.

The City of Lafayette's contributions represent a proportional amount based on historical flows and developed flow from the Lafayette City limits. UDFCD funding is limited for Boulder County (including cities within the County) to $900,000 per year. This funding is spread each year to the requested projects from all the municipalities.

RECOMMENDATION:
Staff recommends City Council pass Resolution No. 43, Series 2014 authorizing the Mayor to sign the attached Agreement on behalf of the City.

ATTACHMENT(S):
1. Resolution
2. District Agreement
3. District 5 Year CIP Plan

RESOLUTION NO. 43
SERIES 2015

A RESOLUTION APPROVING AN AMENDMENT TO AN AGREEMENT WITH THE URBAN DRAINAGE AND FLOOD CONTROL DISTRICT FOR THE DRAINAGEWAY A-2 IMPROVEMENTS PROJECT

WHEREAS, the City of Louisville ("City") and the Urban Drainage and Flood Control District ("District") previously entered into an agreement to construct improvements to Drainageway A-2 (Agreement No. 11-04.03), which was subsequently amended by Agreement No. 11-04.03A and by Agreement No. 11-04.03B and by Agreement No. 11-04.03C); and

WHEREAS, an amendment to the Agreement has been proposed between the City and the District to provide for additional funding for the Project; and

WHEREAS, the City Council finds that the proposed amendment in the best interests of the City and its citizens.

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

1. The Proposed Amendment to Agreement Regarding Final Design, Right-of-Way Acquisition and Construction of Drainage and Flood Control Improvements for Drainageway A-2, City of Louisville (Agreement No. 11-04.03D), is hereby approved in essentially the same form as the copy of such Amendment accompanying this Resolution.

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

PASSED AND ADOPTED this _____ day of _____, 2015.

_____
Robert P. Muckle, Mayor

ATTEST:

_____
Nancy Varra, City Clerk

AMENDMENT TO
AGREEMENT REGARDING
FINAL DESIGN, RIGHT-OF-WAY ACQUISITION AND CONSTRUCTION
OF DRAINAGE AND FLOOD CONTROL IMPROVEMENTS FOR DRAINAGEWAY A-2,
CITY OF LOUISVILLE AND CITY OF LAFAYETTE

Agreement No. 11-04.03D

THIS AGREEMENT, made this _____ day of _____, 2015, by and between URBAN DRAINAGE AND FLOOD CONTROL DISTRICT (hereinafter called "DISTRICT"), CITY OF LOUISVILLE (hereinafter called "CITY"), and CITY OF LAFAYETTE (hereinafter called "LAFAYETTE") and collectively known as "PARTIES";

WITNESSETH:

WHEREAS, DISTRICT, CITY, and LAFAYETTE have entered into "Agreement Regarding Final Design, Right-of-Way Acquisition and Construction of Drainage and Flood Control Improvements for Drainageway A-2, City of Louisville" (Agreement No. 11-04.03) dated July 21, 2011, as amended; and

WHEREAS, PARTIES now desire to continue with the design, acquisition of right-of-way, and construction of improvements along PROJECT; and

WHEREAS, PARTIES desire to increase the level of funding by $1,193,437; and

WHEREAS, DISTRICT's Board of Directors has authorized additional DISTRICT financial participation for PROJECT (Resolution No. 08, Series of 2015); and

WHEREAS, the City Councils of CITY and LAFAYETTE and the Board of Directors of DISTRICT have authorized, by appropriation or resolution, all of PROJECT costs of the respective PARTIES.

NOW, THEREFORE, in consideration of the mutual promises contained herein, PARTIES hereto agree as follows:

1. Paragraph 4. PROJECT COSTS AND ALLOCATION OF COSTS is deleted and replaced as follows:

   4. PROJECT COSTS AND ALLOCATION OF COSTS

      A. PARTIES agree that for the purposes of this Agreement PROJECT costs shall consist of and be limited to the following:

         1. Final design services;
         2. Delineation, description and acquisition of required rights-of-way/ easements;
         3. Construction of improvements;
         4. Contingencies mutually agreeable to PARTIES.

      B. It is understood that PROJECT costs as defined above are not to exceed $2,968,437 without amendment to this Agreement.

PROJECT costs for the various elements of the effort are estimated as follows:

	ITEM	AS AMENDED	PREVIOUSLY AMENDED
1.	Final Design	$ 500,000	$ 200,000
2.	Right-of-way	50,000	50,000
3.	Construction	2,318,437	1,425,000
4.	Contingency	100,000	100,000
	Grand Total	$2,968,437	$1,775,000

This breakdown of costs is for estimating purposes only. Costs may vary between the various elements of the effort without amendment to this Agreement provided the total expenditures do not exceed the maximum contribution by all PARTIES plus accrued interest.

C. Based on total PROJECT costs, the maximum percent and dollar contribution by each party shall be:

	Percentage Share	Previously Contributed	Additional Contribution	Maximum Contribution
DISTRICT	35.5%	$ 850,000	$ 205,000	$1,055,000
CITY	35.5%	$ 850,000	$ 205,000	$1,055,000
LAFAYETTE	30.0%	$ 75,000	$ 783,437	$ 858,437
TOTAL	100.00%	$1,775,000	$1,193,437	$2,968,437

2. Paragraph 5. MANAGEMENT OF FINANCES is deleted and replaced as follows:

5. MANAGEMENT OF FINANCES

As set forth in DISTRICT policy (Resolution No. 11, Series of 1973, Resolution No. 49, Series of 1977, and Resolution No. 37, Series of 2009), the funding of a local body's one-half share may come from its own revenue sources or from funds received from state, federal or other sources of funding without limitation and without prior Board approval. Payment of each party's full share ($858,437; CITY - $1,055,000; DISTRICT - $1,055,000) shall be made to DISTRICT subsequent to execution of this Agreement and within 30 days of request for payment by DISTRICT. The payments by PARTIES shall be held by DISTRICT in a special fund to pay for increments of PROJECT as authorized by PARTIES, and as defined herein. DISTRICT shall provide a periodic accounting of PROJECT funds as well as a periodic notification to CITY and LAFAYETTE of any unpaid obligations. Any interest earned by the monies contributed by PARTIES shall be accrued to the special fund established by DISTRICT for PROJECT and such interest shall be used only for PROJECT upon approval by the contracting officers (Paragraph 13).

Within one year of completion of PROJECT if there are monies including interest earned remaining which are not committed, obligated, or disbursed, each party shall receive a share of such monies, which shares shall be computed as were the original shares.

3. All other terms and conditions of Agreement No. 11-04.03 shall remain in full force and effect.

WHEREFORE, PARTIES hereto have caused this instrument to be executed by properly authorized signatories as of the date and year first above written.

URBAN DRAINAGE AND
FLOOD CONTROL DISTRICT

(SEAL)

By_____

ATTEST:

Title Executive Director

_____

Date_____

CITY OF LOUISVILLE

(SEAL)

By_____

ATTEST:

Title_____

_____

Date_____

City Clerk

APPROVED AS TO FORM:

_____

City Attorney

CITY OF LAFAYETTE

(SEAL)

By_____

ATTEST:

Title_____

_____
City Clerk

Date_____

APPROVED AS TO FORM:

_____
City Attorney

Urban Drainage and Flood Control District

Five-Year Capital Improvement Plan - 2014 through 2018

November 17, 2014

Project Number	Project Name	2014	2015	2016	2017	2018	Benefitting Entities
	BOULDER COUNTY						
26-03	Reach BP20 Prince Lake No. 2	612.5					Erie
26-02	Drainageways A-2, A, 7-2, 7	125.0	205.0	242.5			Louisville, Lafayette
26-05	Coal Creek - S. 120th St.			587.5			Boulder County, Lafayette
26-08	Coal Creek - Upstream of McCaslin	162.5	512.5				Superior
51-02	Wonderland Creek - Diagonal to 26th St		432.5				Boulder
New	Coal Creek - County Line to Kenosha Rd		50.0		300.0		Erie
51-03	Fourmile Canyon Creek Upland to Violet			70.0	570.0	530.0	Boulder
New	Fourmile Canyon Creek at Topaz Drive		50.0				Boulder County
New	Coal Creek at Centaur Village				30.0	190.0	Lafayette
New	Coal Creek - West of HWY 287					180.0	Lafayette
	BOULDER COUNTY TOTALS	**900.0**	**1,250.0**	**900.0**	**900.0**	**900.0**	

SUBJECT: **APPROVAL OF AGREEMENT WITH RESOURCE BASED INTERNATIONAL FOR 2015 RAW WATER MANAGEMENT PLAN UPDATE**

DATE: **JULY 14, 2015**

PRESENTED BY: **KURT KOWAR, PUBLIC WORKS DIRECTOR**

SUMMARY:

In 1992 the City commissioned a Raw Water Master Plan to address the long range planning needs in ensuring a reliable water supply. This document was updated in 1998 and most recently in 2003. The main function of the Master Plan is to evaluate the City's raw water system's ability to consistently supply sufficient water to meet the City's demands under various conditions. Based on the evaluation, prospective projects are developed to address deficiencies or enhance reliability. The validity of the evaluation is highly dependent on using the most current data for supply yields, demand usage and other factors. Staff proposes updating the Master Plan to capture the prior 12 years of data, which includes the drought periods of 2002-2004 and 2012. The update would also reflect development to date and development anticipated by the City's Comprehensive Plan. Including this information will reflect current and anticipated conditions and provide more precision when developing potential projects and long-range strategies.

Resource Based International (RBI) has managed the City's water portfolio since May of 2013. In addition, RBI has worked with the City's Water Attorney on the latest Marshall water rights transfer case and to oppose Water Court cases that could injure the City's water rights. RBI has provided an outstanding service to the City with guidance, strategy, and management of drought, flood, and day-to-day operations. RBI has unique knowledge of the City's water system, which could not be provided by another consultant. For these reasons, staff recommends this sole source award to RBI.

The attached Agreement's scope includes six tasks:

- Task 1 – Update the historical records used in the 2003 Master Plan to include the most recent data and then update demand and supply projections based on the recent data and current water rights.
- Task 2 – Develop revised drought scenarios and analyze the ability of the City's water supply to endure drought of a defined duration and severity.
- Task 3 – Create an operations plan defining the limitations and constraints of the existing system and possible areas of improvement.
- Task 4 – Refine the Water Acquisition Plan to re-define acquisition strategies and identify the most appropriate types of water supply improvements available to the City.

- Task 5 – Evaluate the City's water right portfolio for potential impacts as a result of climate change.
- Task 6 – Compile information from the five preceding tasks into a report.

FISCAL IMPACT:
Funding for this project will be paid from the 2015 capital budget, line item 051-499-53100-31. The current budget for that line item is $150,000.

RECOMMENDATION:
Staff recommends City Council award the consulting services agreement for the Raw Water Master Plan Update to Resource Based International for $85,028 and authorize staff to contract addenda up to $8,500 for additional work and project contingency, as well as authorize the Mayor and City Clerk to sign and execute contract documents on behalf of the City.

ATTACHMENT(S):
1. Agreement between the City of Louisville and Resource Based International.

AN AGREEMENT BY AND BETWEEN THE CITY OF LOUISVILLE AND RESOURCE BASED INTERNATIONAL FOR CONSULTING SERVICES

1.0 PARTIES

The parties to this Agreement are the **City of Louisville**, a Colorado home rule municipal corporation, hereinafter referred to as the "City", and Resource Based International, hereinafter referred to as the "Consultant".

2.0 RECITALS AND PURPOSE

2.1 The City desires to engage the Consultant for the purpose of providing Consulting Engineering services as further set forth in the Consultant's Scope of Services (which services are hereinafter referred to as the "Services").

2.2 The Consultant represents that it has the special expertise, qualifications and background necessary to complete the Services.

3.0 SCOPE OF SERVICES

The Consultant agrees to provide the City with the specific Services and to perform the specific tasks, duties and responsibilities set forth in Scope of Services attached hereto as Exhibit "B" and incorporated herein by reference.

4.0 COMPENSATION

4.1 The City shall pay the Consultant for services under this agreement a total not to exceed the amounts set forth in Exhibit "C" attached hereto and incorporated herein by this reference. Payments under this Agreement shall not exceed the total amount of $85,028.00 as in Exhibit "C" and hourly rates shall not exceed those set forth in Exhibit "C". The City shall pay mileage and other reimbursable expenses (such as meals, parking, travel expenses, necessary memberships, etc.) which are deemed necessary for performance of the services and which are pre-approved by the City Manager. The foregoing amounts of compensation shall be inclusive of all costs of whatsoever nature associated with the Consultant's efforts, including but not limited to salaries, benefits, overhead, administration, profits, expenses, and outside consultant fees. The Scope of Services and payment therefor shall only be changed by a properly authorized amendment to this Agreement. No City employee has the authority to bind the City with regard to any payment for any services which exceeds the amount payable under the terms of this Agreement.

4.2 The Consultant shall submit monthly an invoice to the City for Services rendered and a detailed expense report for pre-approved, reimbursable expenses incurred during the previous month. The invoice shall document the Services provided during the preceding month, identifying by work category and subcategory the work and tasks performed and

such other information as may be required by the City. The Consultant shall provide such additional backup documentation as may be required by the City. The City shall pay the invoice within thirty (30) days of receipt unless the Services or the documentation therefor are unsatisfactory. Payments made after thirty (30) days may be assessed an interest charge of one percent (1%) per month unless the delay in payment resulted from unsatisfactory work or documentation therefor.

5.0 PROJECT REPRESENTATION

5.1 The City designates Cory Peterson as the responsible City staff to provide direction to the Consultant during the conduct of the Services. The Consultant shall comply with the directions given by Cory Peterson and such person's designees.

5.2 The Consultant designates Paul Flack as its project manager and as the principal in charge who shall be providing the Services under this Agreement. Should any of the representatives be replaced, particularly Paul Flack, and such replacement require the City or the Consultant to undertake additional reevaluations, coordination, orientations, etc., the Consultant shall be fully responsible for all such additional costs and services.

6.0 TERM

The term of this Agreement shall be January 1, 2015 to December 31, 2015, unless sooner terminated pursuant to Section 13, below. The Consultant's services under this Agreement shall commence upon execution of this Agreement by the City and shall progress so that the Services are completed in a timely fashion consistent with the City's requirements. Consultant acknowledges that any City expenditures or financial obligations for this Agreement outside the current fiscal year are subject to annual budgeting and appropriation of funds for such purposes in the discretion of the City Council and this Agreement does not constitute any City debt or multiple-fiscal year obligation.

7.0 INSURANCE

7.1 The Consultant agrees to procure and maintain, at its own cost, the policies of insurance set forth in Subsections 7.1.1 through 7.1.4. The Consultant shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to this Agreement by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types. The coverages required below shall be procured and maintained with forms and insurers acceptable to the City. All coverages shall be continuously maintained from the date of commencement of services hereunder. The required coverages are:

7.1.1 Workers' Compensation insurance as required by the Labor Code of the State of Colorado and Employers Liability Insurance. Evidence of qualified self-insured status may be substituted.

7.1.2 General Liability insurance with combined single limits of ONE MILLION DOLLARS ($1,000,000) each occurrence and TWO MILLION DOLLARS ($2,000,000) aggregate. The policy shall include the City of Louisville, its officers and its employees, as additional insureds, with primary coverage as respects the City of Louisville, its officers and its employees, and shall contain a severability of interests provision.

7.1.3 Comprehensive Automobile Liability insurance with combined single limits for bodily injury and property damage of not less than ONE HUNDRED AND FIFTY THOUSAND DOLLARS ($150,000) per person in any one occurrence and SIX HUNDRED THOUSAND DOLLARS ($600,000) for two or more persons in any one occurrence, and auto property damage insurance of at least FIFTY THOUSAND DOLLARS ($50,000) per occurrence, with respect to each of Consultant's owned, hired or non-owned vehicles assigned to or used in performance of the services. The policy shall contain a severability of interests provision. If the Consultant has no owned automobiles, the requirements of this paragraph shall be met by each employee of the Consultant providing services to the City of Louisville under this contract.

7.1.4 Professional Liability coverage with combined single limits of ONE MILLION DOLLARS ($1,000,000) per claim and ONE MILLION DOLLARS ($1,000,000) aggregate.

7.2 The Consultant's general liability insurance, automobile liability and physical damage insurance shall be endorsed to include the City, and its elected and appointed officers and employees, as additional insureds, unless the City in its sole discretion waives such requirement. Every policy required above shall be primary insurance, and any insurance carried by the City, its officers, or its employees, shall be excess and not contributory insurance to that provided by the Consultant. Such policies, with the exception of Workers Compensation and Professional Liability, shall contain a severability of interests provision. The Consultant shall be solely responsible for any deductible losses under each of the policies required above.

7.3 Certificates of insurance shall be provided by the Consultant as evidence that policies providing the required coverages, conditions, and limits are in full force and effect, and shall be subject to review and approval by the City. No required coverage shall be cancelled or terminated until at least 30 days prior written notice has been given to the City. The City reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

7.4 Failure on the part of the Consultant to procure or maintain policies providing the required coverages, conditions, and limits shall constitute a material breach of contract upon which the City may immediately terminate the contract, or at its discretion may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the City shall be

repaid by Consultant to the City upon demand, or the City may offset the cost of the premiums against any monies due to Consultant from the City.

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

8.0 INDEMNIFICATION

To the fullest extent permitted by law, the Consultant agrees to indemnify and hold harmless the City, and its elected and appointed officers and its employees, from and against all liability, claims, and demands, on account of any injury, loss, or damage, which arise out of or are connected with the services hereunder, if such injury, loss, or damage is caused by the negligent act, omission, or other fault of the Consultant or any subcontractor of the Consultant, or any officer, employee, or agent of the Consultant or any subcontractor, or any other person for whom Consultant is responsible. With the exception of professional liability insurance claims, the Consultant shall investigate, handle, respond to, and provide defense for and defend against any such liability, claims, and demands. The Consultant shall further bear all other costs and expenses incurred by the City or Consultant and related to any such liability, claims and demands, including but not limited to court costs, expert witness fees and attorneys' fees if the court determines that these incurred costs and expenses are related to such negligent acts, errors, and omissions or other fault of the Consultant. The City shall be entitled to its costs and attorneys' fees incurred in any action to enforce the provisions of this Section 8.0. The Consultant's indemnification obligation shall not be construed to extend to any injury, loss, or damage which is caused by the act, omission, or other fault of the City.

9.0 QUALITY OF WORK

Consultant's professional services shall be in accordance with the prevailing standard of practice normally exercised in the performance of services of a similar nature in the Denver metropolitan area.

10.0 INDEPENDENT CONTRACTOR

Consultant and any persons employed by Consultant for the performance of work hereunder shall be independent contractors and not agents of the City. Any provisions in this Agreement that may appear to give the City the right to direct Consultant as to details of doing work or to exercise a measure of control over the work mean that Consultant shall follow the direction of the City as to end results of the work only. **As an independent contractor, Consultant is not entitled to workers' compensation benefits except as may be provided by the independent contractor nor to unemployment insurance benefits unless unemployment compensation coverage is provided by the independent contractor or some other entity. The Consultant is obligated to pay all federal and state income tax on any moneys earned or paid pursuant to this contract.**

11.0 ASSIGNMENT

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

12.0 DEFAULT

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

13.0 TERMINATION

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

13.2 In addition to the foregoing, this Agreement may be terminated by the City for its convenience and without cause of any nature by giving written notice at least fifteen (15) days in advance of the termination date. In the event of such termination, the Consultant will be paid for the reasonable value of the services rendered to the date of termination, not to exceed a pro-rated daily rate, for the services rendered to the date of termination, and upon such payment, all obligations of the City to the Consultant under this Agreement will cease. Termination pursuant to this Subsection shall not prevent either party from exercising any other legal remedies which may be available to it.

14.0 INSPECTION AND AUDIT

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

15.0 DOCUMENTS

All computer input and output, analyses, plans, documents photographic images, tests, maps, surveys, electronic files and written material of any kind generated in the performance of this Agreement or developed for the City in performance of the Services are and shall remain the sole and exclusive property of the City. All such materials shall be promptly provided to the City upon request therefor and at the time of termination of this Agreement, without further charge or expense to the City. Consultant shall not provide copies of any such material to any other party without the prior written consent of the City.

16.0 ENFORCEMENT

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

16.2 Colorado law shall apply to the construction and enforcement of this Agreement. The parties agree to the jurisdiction and venue of the courts of Boulder County in connection with any dispute arising out of or in any matter connected with this Agreement.

17.0 COMPLIANCE WITH LAWS; WORK BY ILLEGAL ALIENS PROHIBITED

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

17.2 Exhibit A, the "City of Louisville Public Services Contract Addendum-Prohibition Against Employing Illegal Aliens", is attached hereto and incorporated herein by reference. There is also attached hereto a copy of Consultant's Pre-Contract Certification which Consultant has executed and delivered to the City prior to Consultant's execution of this Agreement.

18.0 INTEGRATION AND AMENDMENT

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

19.0 NOTICES

All notices required or permitted under this Agreement shall be in writing and shall be given by hand delivery, by United States first class mail, postage prepaid, registered or certified, return receipt requested, by national overnight carrier, or by facsimile transmission, addressed to the party for whom it is intended at the following address:

If to the City:

City of Louisville
Attn: Cory Peterson
749 Main Street
Louisville, Colorado 80027
Telephone: (303) 335-4607
Fax: (303) 335-4550

If to the Consultant:
Resource Based International, LLC
Attn: Paul Flack
1194 Pontiac Street
Denver, Colorado 80220
Telephone: (720) 470-1845
Email: paulflack@comcast.net

Any such notice or other communication shall be effective when received as indicated on the delivery receipt, if by hand delivery or overnight carrier; on the United States mail return receipt, if by United States mail; or on facsimile transmission receipt. Either party may by similar notice

given, change the address to which future notices or other communications shall be sent.

20.0 EQUAL OPPORTUNITY EMPLOYER

20.1 Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, disability or national origin. Consultant will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, age, sex, disability, or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notice to be provided by an agency of the federal government, setting forth the provisions of the Equal Opportunity Laws.

20.2 Consultant shall be in compliance with the applicable provisions of the American with Disabilities Act of 1990 as enacted and from time to time amended and any other applicable federal, state, or local laws and regulations. A signed, written certificate stating compliance with the Americans with Disabilities Act may be requested at any time during the life of this Agreement or any renewal thereof.

In witness whereof, the parties have executed this Agreement to be effective as of the day and year of signed by the City.

CITY OF LOUISVILLE,
a Colorado Municipal Corporation

By:_____
Robert P. Muckle, Mayor

Attest:_____
Nancy Varra, City Clerk

CONSULTANT
Resource Based International, LLC

By: _____

Title: _____

Exhibit A

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

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

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

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

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

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

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

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

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

The undersigned hereby certifies as follows:

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

Proposer:
_____

By_____

Title:_____

_____
Date

Exhibit B – Scope of Services

Task 1 – Historical Data and Trends

Task 1 will utilize recent data from 2002-2014 to analyze the most current administration of the City's water rights and storage reservoirs. This new study period was selected as a continuum from the previous reports in 1992, 1998 and 2003. From this study period, new assessments of water yields will be determined to identify supply and demand trends that most accurately represent current operations.

Not-to-Exceed Amount: Subtotal: $27,335

Task 2 – Drought Management

Incorporating the results from Task 1, a drought management scenario will be constructed with refined design parameters. This task will explore the feasibility of short term water leasing partnerships in the context of drought relief. Additionally, drought management alternatives will be re-evaluated, including future storage needs and the projected storage from the Colorado-Big Thompson (and Windy Gap) water delivery systems.

Not-to-Exceed Amount: $15,373

Task 3 – System Operations

This investigation will examine existing constraints within the City's water system that limit the ability to optimize the use of the City's water rights and storage facilities. This task will include an overview of the options for moving water from the various sources of supply the City has to the North and South Water Treatment Plants. This will include updating the water system map and the City's water rights list. RBI will also examine the feasibility of developing partnerships with other water users to address short term water leasing and trading. Potential partnerships include activities with Farmers Reservoir and Irrigation Company, City of Lafayette, City and County of Broomfield, Town of Superior, Boulder Open Space, City of Westminster, and the Community of Eldorado Springs.

Not-to-Exceed Amount: $15,390

Task 4 – Water Acquisition

Task 4 will re-define short and long term supply goals to better address specific City needs. RBI will develop a water acquisition plan that will identify the most appropriate type of water supply/storage available in the market place. RBI will prioritize the City's water needs and integrate them with the existing water supplies. In conjunction, RBI will develop budgetary costs for such projects and provide the most current project timelines and schedules for completion. Contrarily, if any proposed water acquisition and/or storage project is determined to be infeasible for use by the City, RBI will provide complete analyses that substantiate such findings.

Not-to-Exceed Amount: $6,265

Task 5 – Climate Change Analysis

The goal of the climate change investigation is to use existing climate change modeling results and apply them to the City's water rights administration for the South Boulder Creek, Boulder Creek, and the lower South Platte River drainages. This analysis will assess the impacts to the City's future water demands, supply and storage requirements. The deliverable from this task is to provide a comparison between the historical water administration and the City's anticipated future operational changes resulting from climate change impacts.

Not-to-Exceed Amount: $6,500

Task 6 – Prepare Final Master Plan Report

The five preceding investigative categories will be combined to develop a comprehensive report, which will be used as a planning tool for the City's Public Works staff and consultants.

Not-to-Exceed Amount: $14,165

EXHIBIT C

Consultant shall be compensated for work described in Exhibit B at the rates and not-to-exceed totals specified below.

Task	Not-to-Exceed Amount
1	$27,335
2	$15,373
3	$15,360
4	$6,265
5	$6,500
6	$14,165
TOTAL	**$85,028**

GENERAL WAGE RATES for 2015

Principal Engineer	$145 per hour
Senior Engineer	$120 per hour
GIS Mapping and Design	$ 65 per hour
Administrative	$ 55 per hour

SUBJECT: **RELAY FOR LIFE PROCLAMATION**

DATE: **JULY 14, 2015**

PRESENTED BY: **CITY MANAGER'S OFFICE**

SUMMARY:
The American Cancer Society will hold its annual Relay for Life of East Boulder County on August 1 at Waneka Lake in Lafayette. In addition, they are sponsoring a "Paint the Town Purple" event to raise cancer awareness in conjunction with the July 25th Street Faire.

Angie Layton, Event Chair of the Relay for Life of East Boulder County, and Lynn Wooton of the American Cancer Society will be at the meeting to accept the proclamation.

FISCAL IMPACT:
None.

RECOMMENDATION:
Proclaim July 25 through August 1, 2015 as Relay for Life Week.

ATTACHMENT(S):
1. Proclamation

PROCLAMATION
RELAY FOR LIFE WEEK
JULY 25 – August 1, 2015

WHEREAS, the Relay For Life is the signature activity of the American Cancer Society; and

WHEREAS, the Relay For Life celebrates cancer survivors and caregivers, remembers loved ones lost to the disease, and empowers individuals and communities to fight back against cancer; and

WHEREAS, money raised during Relay For Life of East Boulder County supports the American Cancer Society's mission of saving lives and creating a world with less cancer and more birthdays – by helping people stay well, by helping people get well, by finding cures for cancer and by fighting back; and

WHEREAS, Relay For Life helped fund more than $130 million in cancer research last year; and

WHEREAS, the 2015 Relay for Life of East Boulder County will be held at Waneka Lake on Saturday, August 1; and

WHEREAS, on July 25th the American Cancer Society will "Paint the Town Purple" in Louisville by hanging purple ribbons across town in support of the fight against cancer.

NOW, THEREFORE, BE IT RESOLVED, that I, Bob Muckle, Mayor of the City of Louisville, do hereby proclaim July 25 – August 1, 2015 as RELAY FOR LIFE WEEK in Louisville and encourage residents to Paint the Town Purple in support of the Relay for Life of East Boulder County.

DATED this 14th day of July, 2015.

_____
Robert P. Muckle, Mayor

ATTEST:

_____
Nancy Varra, City Clerk

CITY COUNCIL COMMUNICATION
AGENDA ITEM 8B

SUBJECT: **RESOLUTION NO. 44, SERIES 2015 – A RESOLUTION APPROVING A SPECIAL REVIEW USE (SRU) TO OPERATE A PRESCHOOL/DAYCARE AT 1970 CENTENNIAL DRIVE**

DATE: **JULY 14, 2015**

PRESENTED BY: **SEAN MCCARTNEY, PLANNING AND BUILDING SAFETY**

SUMMARY:
Karen Argow Heaton of Active Louisville Kids, LLC, requests approval of a special review use (SRU) to operate a preschool/daycare at 1970 Centennial Drive. This property previously functioned as the La Petite Daycare/Preschool from 1983 to 2009.

The property is located in the Commercial Community (CC) zone district which requires a special review use (SRU) for private schools and daycare centers. This request is coming forward because the building has been vacant for six years and the previous SRU permitting the original daycare has expired.

PROPOSAL:
The proposed preschool/daycare would be located in an existing building originally designed and approved for a preschool/daycare for 108 students, ages 2 and up.

The site provides parking for 12 vehicles, including one handicapped space. The applicant is not proposing to make modifications to the exterior of the building nor the site, with the exception of painting and landscape improvements. The architecture and the parking lot would remain the same. The proposed parking meets the requirements of the commercial development design standards and guidelines (CDDSG).

The current site provides a fenced on-site playground in the rear of the property. The applicant stated the only modifications they intend for the structure are interior upgrades required by Colorado Department of Human Services.

According to a letter submitted by the applicant, the target child for this use would be ages 2.5 to 8 years of age. The stated enrollment goal is between 75 and 90 children with 10 to 14 full time staff members. The business is licensed through the Colorado Department of Human Services. The proposed use would operate Monday-Friday from 7:30 a.m. to 5:30 p.m.

The majority of the drop offs will be at or after 8:30 a.m., with only a few children remaining until 5:30 p.m. Their business is modeled off an existing business they have in Boulder called “Active Boulder Kids”.

STAFF ANALYSIS:
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 Comprehensive Plan (Plan) encourages a vibrant mix of land use to meet the needs of the Louisville citizenry. Economic Development Principal ED-1 states *“The City should retain and expand existing businesses and create an environment where new businesses can grow.”* The proposed school will be located in an existing building that was designed to accommodate a preschool/daycare. The property is boarded by a residential neighborhood to the west, north and east, and commercial developed to the south, all compatible land with the proposed use. Staff finds this criterion has been met.

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

The proposed school would be located in an existing preschool/daycare building. The school would help lend economic stability to the area that is compatible with the surrounding residential and commercial uses and provides a use in a building which has been vacant for a number of years. Staff finds 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 other factors directly related to public health and convenience;*

The school will occupy a space within an existing building. There is currently sufficient public access, drainage facilities, and sewage and water facilities on the site. Staff finds 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 proposed school is compatible with the surrounding residential and commercial uses. The site would continue to be accessed from the existing entry points off of Centennial Drive and the current surface parking would be utilized to serve the school. Staff finds 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 subject property has a sidewalk that runs along the western side of the property. There is no formal pedestrian access that connects the sidewalk to the building as the access drives do not have sidewalks. Although pedestrian access to the site is not ideal, staff finds occupying a space within an existing building with a school should not trigger the requirement to upgrade the pedestrian facilities. Staff finds this criterion has been met.

FISCAL IMPACT:
This request to reuse and existing vacant building will have a positive impact on the City.

PLANNING COMMISSION RECOMMENDATION:
The Planning Commission held a public hearing June 11, 2015 and voted unanimously (5-0) to recommend City Council approve the request. No one at the Planning Commission meeting spoke in opposition to this request.

RECOMMENDATION:
Staff recommends Resolution No. 44, Series 2015, approving a special review use (SRU) for the placement of a daycare/pre-school in a previous daycare/pre-school located at 1970 Centennial Drive, without condition.

ATTACHMENT(S):
1. Resolution No. 44, Series 2015
2. Complete application packet
3. Link to SRU Site plan (11 MB)
4. Planning Commission Minutes
5. Presentation

RESOLUTION NO. 44
SERIES 2015

A RESOLUTION APPROVING A SPECIAL REVIEW USE (SRU) TO OPERATE A PRESCHOOL/DAYCARE AT 1970 CENTENNIAL DRIVE

WHEREAS, there has been submitted to the Louisville City Council an application for a special review use (SRU) for the placement of a daycare/pre-school in a previous daycare/pre-school located at 1970 Centennial Drive; and

WHEREAS, the City Staff has reviewed the information submitted and found it to comply with Louisville Municipal Code (LMC) Chapter 17.28; and

WHEREAS, after a duly noticed public hearing on June 11, 2015, where evidence and testimony were entered into the record, including the findings in the Louisville Planning Commission Staff Report dated June 11, 2015, the Planning Commission recommended approval of a special review use (SRU) for the placement of a daycare/pre-school in a previous daycare/pre-school located at 1970 Centennial Drive, to the City Council, without condition.

WHEREAS, City Council has reviewed the application, including the recommendation of the Planning Commission, and finds that it complies with Chapter 17.28.210 of the Louisville Municipal Code;

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Louisville, Colorado does hereby approve a special review use (SRU) for the placement of a daycare/pre-school in a previous daycare/pre-school located at 1970 Centennial Drive, without condition.

PASSED AND ADOPTED this 14th day of July, 2015.

By: _____
Robert P. Muckle, Mayor
City of Louisville, Colorado

Attest: _____
Nancy Varra, City Clerk
City of Louisville, Colorado

City of Louisville
COLORADO • SINCE 1878

Department of Planning and Building Safety

749 Main Street • Louisville CO 80027 • 303.335.4592 • www.louisvilleco.gov

LAND USE APPLICATION

CASE NO. _____

APPLICANT INFORMATION

Firm: Active Louisville Kids, LLC

Contact: Kristen Argow Heaton

Address:

1970 Centennial Louisville CO

Mailing Address:

820 Sparta Dr. Lafayette CO

Telephone: 303-432-8228

Fax: _____N/A_____

Email: ka@activeboulderkids,com

OWNER INFORMATION

Firm: Active Boulder Kids Holding Company, LLC

Contact: Kristen Argow Heaton

Address:

1970 Centennial Louisville CO

Mailing Address:

820 Sparta Dr. Lafayette CO

Telephone: 303-432-8228

Fax: _____N/A_____

Email: ka@activeboulderkids,com

REPRESENTATIVE INFORMATION

Firm: Active Louisville Kids, LLC

Contact: Kristen Argow Heaton

Address: 1970 Centennial Louisville CO

Mailing Address:

820 Sparta Dr. Lafayette CO

Telephone: 303-432-8228

Fax: _____N/A_____

Email: ka@activeboulderkids,com

PROPERTY INFORMATION

Common Address: 1970 Centennial Louisville CO

Legal Description: Lot __1____ Blk _____

Subdivision __Louisville North Filing

Area: 22,300 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: The property on the location was built as a La Petite Academy and operated as this childcare center for over 30 years. I have purchased this location to open a new childcare center focusing on the community need for infant and toddler care. The building use will stay the same with the addition of infants. We will be making cosmetic improvements to the outside of the building which has been vacant & in disrepair for nearly 3 years. We will update the inside of the building to meet current state licensing standards for infant/toddler/preschool care.

Current zoning: _____ Proposed zoning: _____

The location as been vacant for the past several years and needs to be re-zoned. I am not sure of the current zoning (if any) but was previously zoned for a childcare center. That is what we are proposing.

SIGNATURES & DATE

Applicant: _____

Print: _Kristen Argow Heaton

Owner: _____

Print: _Kristen Argow Heaton _

Representative: _____

Print: _Kristen Argow Heaton

CITY STAFF USE ONLY

- ❑ Fee paid: _____
- ❑ Check number: _____
- ❑ Date Received: _____

Active Louisville Kids
1970 Centennial, Louisville, CO. 80027
www.activelouisvillekids.com
Phone: 303-342-8228

May 15, 2015

To Whom It May Concern:

On behalf of Active Louisville Kids LLC, I am writing to request a Special Review Use Hearing to use the existing property (1970 Centennial, Louisville, CO) as an Active Louisville Kids early learning center. I have recently purchased this property that was previously a La Petite Academy. I would like to start using the property as soon as possible.

My name is Kristen Argow Heaton, the owner and director of Active Louisville Kids (ALK). I started Active Boulder Kids (ABK) in east Boulder in 2008 with the philosophy that children learn through active exploration. ABK starts at 2.5 years of age and goes through age 8. After my son was born in 2013 I tried to find a center nearby that takes infants and toddlers, and I soon realized there is huge need more quality affordable care for this age group in the area. Because of this need in my school and the community, I decided to open a second location with the space to offer quality infant and toddler care. I found the perfect building and location in Louisville. (And just in time as my second son was just born in April of 2015!)

For 30 years, the location was a La Petite Academy, licensed for 108 children ages 2 years and up. Since we will be focusing on infants and toddlers our licensed numbers will be lower. ALK's proposed enrollment will be between 75 and 90 children with between 10 to 14 full time staff members. We will be licensed through the Colorado Department of Human Services.

There is a parking lot in front of the building that will allow ample parking and will not need to be extended. We will need to repair some holes and cracks. Staff and parents dropping off and picking up children will use the parking lot. There will not be a need for parking on the street. With lower enrollment numbers and more sibling discounts we anticipate less traffic as in the past with La Petite. At ABK we have found that families enrolled live nearby so they walk or bike to the school.

ALK will operate Monday–Friday from 7:30-5:30. The majority of drop offs should be at or after 8:30 since we have planned activities and only a handful of children leave at 5:30. We will encourage parents not to go through the neighborhood but to go to S.

Boulder Rd. when leaving the property. We will also encourage walking, biking and busing to the center to help improve air quality, noise pollution, and traffic.

We are doing some cosmetic changes to the outside such as fresh paint, repairing the play structures in the back, painting the play structures, adding more mulch as a cushion, landscaping and flowers in the front. We will be updating the fixtures, which will bring everything up to 2015 licensing code standards, inside as well as creating more space for the toddlers.

> ALK is excited to embrace the Louisville community and help all families that have expressed the need for more options of infant/toddler/preschool centers in the area. We will work to positively contribute to, and build strong relationships within, the community. We will be looking forward to making Louisville our home for many years to come.

Thank you for your consideration.

Sincerely,

Kristen Argow Heaton
Owner/Director

Active Louisville Kids

Special Review Use Formal Written Responses

1. The property at 1970 Centennial, Louisville, CO. 80027 will be used for a childcare center ages 6 weeks -6 years.

   We are hoping to fulfill an expressed need for more quality and affordable infant/toddler centers in the area. By offering Spanish and the S.T.E.M. program (Science, Technology, Electronics, & Math); which parents have asked about and not all centers offer; we will be helping our preschoolers have the best advantage possible as we prep them for Kindergarten.

2. ALK will be making cosmetic improvements to the outside of the building which has been vacant & in disrepair for nearly 3 years. These improvements will be in both front and back which will help create more cohesive look to the surrounding neighborhood instead of what now is a vacant building with overgrown landscaping. We are offering a convenient solution to families in the area who otherwise would have to drive away from their neighborhood for a quality and affordable child care option. Stay at home moms/dads looking for social interaction for their child will be able to stay close to home plus they can walk or ride a bike to the school helping the air quality, noise pollution, and traffic. With the new businesses opening a block away we will be able to provide child care to the employees. By having their preschool so close they don't have to worry about traffic on the way to get their child and worry about being late for pick up.

3. Active Louisville Kids will be operating in a building that was built for and was used as a preschool for 30 years. We will be making interior changes so the square footage is appropriate for our needs and follows the Colorado Department of Human Services – Rules Regulating Child Care Centers (reg. 7.702.83 space regulations, pages 30/31) which requires 50 square feet per child in the infant room, 45 square feet per child in the toddler room and 30 per child in the toddler and preschool rooms.

   Storm drainage, sewage & water facilities, grades, and dust control are already in place, are normal and adequate.

4. The sign on the property is well built and will suit our needs. The lighting on the building if not operating properly will be fixed or replaced using the same lighting and wattage as what was used previously. There is a vacant field on one side, a business on the other side and the building is set far enough back that any light preventing the occurrence of nuisances will not be an issue for the town homes across the street. By fixing and maintaining the building and property we are deterring any unwanted activity in the immediate area while helping maintain the aesthetics of the neighborhood.

5. There will be no changes to the size of the parking lot that is already on the property and no changes will be made to any sidewalks, streets, or public transportation areas.

- **Active Louisville Kids, Resolution 18, Series 2015:** A request of a special review use (SRU) for the placement of a daycare/pre-school in a previous daycare/pre-school located at 1970 Centennial Drive.
    - Applicant, Representative and Owner: Kristen Argow Heaton
    - Case Manager: Sean McCartney, Principal Planner

Conflict of Interest and Disclosure:
None.

Public Notice Certification:
Published in the Boulder Daily Camera on May 24, 2015. Posted in City Hall, Public Library, Recreation Center, the Courts and Police Building, and mailed to surrounding property owners on May 26, 2015.

Staff Report of Facts and Issues:
McCartney presented from Power Point:

- Location on east side of Centennial Drive with BNSF to the east. On the north, there is Louisville Vet Clinic and to the south, it is vacant. Across the street, there are townhomes.
- Zoned Community-Commercial (CC). For this use to be allowed in CC, it requires an SRU. In 1983, La Petite Academy applied for this same type of SRU. The business lasted from 1983-2009. La Petite had 108 students, ages 2 and up, had parking for 12 cars, and had a playground in back. There was one modification in their time period to add a fence for the playground.
- This proposal is for Active Louisville Kids to use the building exactly as built. There will be no modifications to the site plan. Simple modifications such as general upkeep for the exterior (painting). They will do interior work because there are code requirements based on their State license.
- The applicant has a business in Boulder called Active Boulder Kids.
- Louisville Active Kids will have 75 to 90 children, ages 2.5 to 8.
- The business will have 10 to 14 full time staff members. It will operate Monday through Friday from 7:30 to 5:30.
- Majority of drop-offs will be after 8:30 am.

Five criteria required for SRU. Staff believes all five criteria are met.

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;*
2. *That such use/development will lend economic stability, compatible with the character of any surrounding established areas;*
3. *That the use/development is adequate for the internal efficiency of the proposal, considering the functions of residents, recreation, public access, safety and such factors including storm drainage facilities, sewage and water facilities, grades, dust control and such other factors directly related to public health and convenience;*
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;*
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.

Staff Recommendations:
Staff finds the proposed use is consistent with the criteria for approval of a special review use. The school will fill a vacant commercial space, provide a valuable service to the Louisville citizenry, and will not have any foreseeable adverse effects on the surrounding neighborhood.

Staff recommends Planning Commission move to approve **Active Louisville Kids, Resolution No. 18, Series 2015**, a request for a special review use (SRU) for the placement of a daycare/pre-school in a previous daycare/pre-school located at 1970 Centennial Drive***.***

Commission Questions of Staff:
Tengler asks for clarification regarding age range. The applicant's response states it is 6 weeks to 6 years.
McCartney says the applicant can answer this question.

Applicant Presentation:
Kristen Argow Heaton, 1970 Centennial Drive, Louisville, CO

The Louisville site will include children from 6 weeks to 6 years of age.

The applicant started Active Boulder Kids in 2008 which starts at ages 2.5. In 2013 and 2015, I had children and started looking for infant and toddler care. In searching, I found a huge gap. The Louisville building is a perfect fit to add much needed infant and toddler care to the area. Active Louisville Kids expands the idea of Active Boulder Kids but will include infants and toddlers. The City of Boulder sent her statistics for vacancies at preschools which are running at 18%. For infants and toddlers, there is a total of 66 slots for Louisville and Superior and only 54 slots available for one year-olds. Compared to preschool and up, there is little availability for younger children. Judy Fry, Program Manager for Family Services, City of Boulder, notes that CCAP children are not finding centers that accept CCAP in their area. We accept CCAP at Active Boulder Kids and plan to accept at Active Louisville Kids as well.

Commission Questions of Applicant:
Moline asks about parking. How many cars do you expect on a typical day? How do they fit into 12 spaces?
Heaton says the parking lot has an entrance and a separate exit so cars coming through will have spaces assigned for drop-off and pick-up. Staff will park in other spots. We hope that families will be walking and biking to school since we are marketing to neighborhoods directly around the school. We count on the majority of our families to walk and bike.

Moline asks her to describe the Boulder facility and how parking works there.
Heaton says there is a larger lot at the Boulder facility. Louisville is smaller but with the entrance and exit and designated spots, I don't see any problems. I think it is ample parking from my point-of-view.

Public Comment:
Marianne Martin, 1752 W Barberry Circle, Louisville, CO.
I moved from Nederland to Louisville two years ago. I have 5 year-old twin boys who will start Coal Creek kindergarten in fall 2015. It was a big change moving from a small mountain town and small preschool program. I searched for programs that would take the boys a few days a

week. Having twin boys, it was more economical to have in-home care on some levels, but they needed the social activities. What was appealing about Active Boulder Kids was the flexibility they offer and the play-based nature of the approach to care. I see Active Boulder Kids transferring this directly to Louisville. To address the question of drop-off, pick-up, and parking, even though the lot at Active Boulder Kids is bigger, parents are not there at the same time. There is no strict start time or ending time. Some children attend half days. Because of the phased approach, I have never encountered more than two other parents' cars in the parking lot during drop-off or pick-up time. Twelve spaces sound reasonable to me. Being on the bus route is convenient for some Staff arriving from nearby areas. There is a severe shortage for infant and toddler care. I have friends and colleagues who are expecting or have newborns. It is a big stress to find childcare when you are a new parent. Active Louisville Kids will definitely fulfill the need in the community. I think the location is appealing. Since Alfalfas has opened and the new residences are being built, as well as Steel Ranch nearby, the neighborhood will change. This is an existing facility and existing business. I do not think this business will bring traffic into the neighborhood but will keep it in the business area. The area will experience more traffic once the residences will be built.

Nancy Alderson, 832 W Mulberry Street, Louisville, CO
I agree with all statements that Marianne gave. I have used Active Boulder Kids for both of my sons since moving here from Chicago 2.5 years ago. When we started searching for childcare facilities, it was difficult since there was a shortage. We were thankful and satisfied with Active Boulder Kids. My boys continue to go there during the summer. These are the types of businesses that I like to see supported. We moved to Louisville because we love this town and the community and the support it gives to independent business owners. I agree with the parking issue. For all the years I have dropped off and picked up my kids, I have never seen more than six cars including the employee cars. I do not think this will be a problem because it is staggered.

Kate Johannes, 1237 LaFarge Avenue, Louisville, CO
I am the current director of Boulder County Head Start. I have known Kristen as a colleague for approximately five years. I want to reiterate and echo the need for infant and toddler care. It is almost to a critical point in our surrounding Boulder County area. We need good quality infant and toddler care. Kristen is a savvy, smart, and yet caring business person. I support her venture totally.

Summary and request by Staff and Applicant:
Staff in support.

Closed Public Hearing and discussion by Commission:
No questions or other concerns from Commission.

Motion made by Brauneis to approve Resolution No. 18, Series 2015, seconded by Russell. Roll call vote.

Name	Vote
Chris Pritchard	Yes
Jeff Moline	Yes
Ann O'Connell	Yes
Cary Tengler	Yes
Steve Brauneis	Yes
Scott Russell	Yes
Tom Rice	n/a

Motion passed/failed:	Pass

Motion passes 6-0.

City Council - Public Hearing

Active Louisville Kids

Special Review Use

Resolution No. 44, Series 2015 – A Resolution Approving a Special Review Use (SRU) to Operation a Preschool/Daycare at 1970 Centennial Drive

Prepared by:
Dept. of Planning & Building Safety

Active Louisville Kids
Location

Active Louisville Kids
Background

- Zoned Community-Commercial (CC)
- Requires SRU
- La Petite 1983-2009
- 108 students, ages 2 and up
- Parking for 12 vehicles
- playground

Active Louisville Kids
Proposal

- Active Louisville Kids
- Has another daycare in Boulder
- 75 to 90 kids
- Ages 2.5 to 8
- 10 to 14 full time staff members
- Operate Monday – Friday from 7:30 to 5:30
- Majority of drop-offs after 8:30
- No changes to the site plan

Active Louisville Kids
SRU

- 5 criteria for SRU
- Staff believes all have been met

Active Louisville Kids
Recommendation

Staff recommends approval of the special review use (SRU) for the placement of a daycare/pre-school (Active Louisville Kids) in a previous daycare/pre-school located at 1970 Centennial Drive

CITY COUNCIL COMMUNICATION
AGENDA ITEM 8C

SUBJECT: **DELO PLAZA –** ***Continued from 06/02/2015***

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 REFERRED TO AS DELO PLAZA. THE REDEVELOPMENT INCLUDES THE ADDITION OF APPROXIMATELY 19,208-23,000 SQ. FT. OF COMMERCIAL SPACE

DATE: **JULY 14, 2015**

PRESENTED BY: **TROY RUSS, PLANNING AND BUILDING SAFETY**
SEAN MCCARTNEY, PLANNING AND BUILDING SAFETY

SUMAMARY:
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.

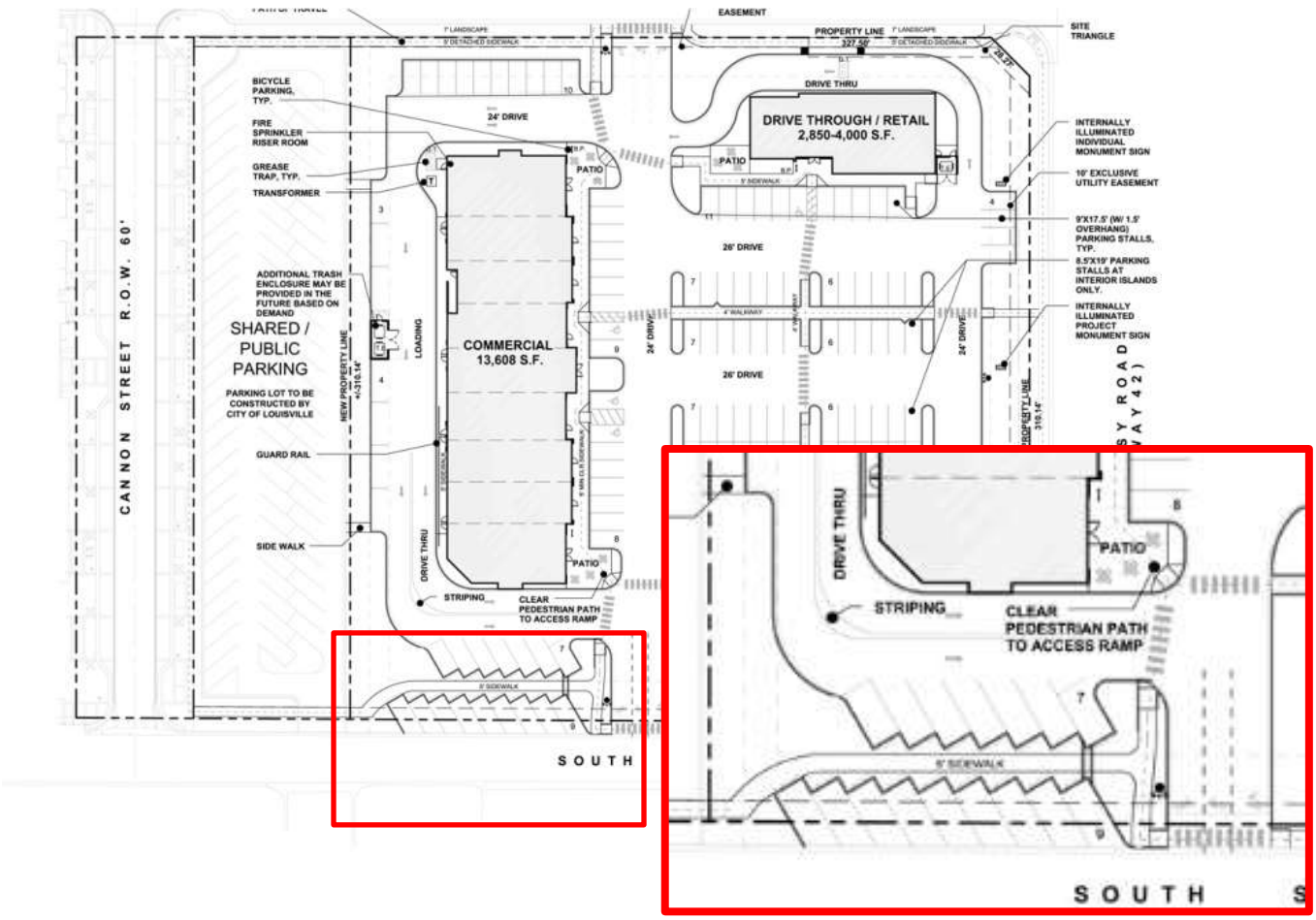
During the May 5, 2015 City Council hearing, Council directed staff to bring back a resolution of approval for the DELO Plaza rezoning, Plat, Planned Unit Development (PUD) and SRU with eight conditions needing to be addressed by the applicant. Six of the conditions matched the conditions of approval 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 public hearing was continued from June 2nd to July 14th to allow additional time for staff and the land owner to finalize a specific agreement related to the first condition of approval:

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.

In finalizing an agreement, the applicant could not accept the condition with the project's proposed site plan. The land owner was concerned the parking condition with the original site plan created unacceptable difficulties in managing tenant expectations, the public's understanding, and maintenance concerns.

As an alternative, the land owner suggested modifying the site plan to provide 7 to 10 permanent on-street public parking spacing closer to Miners Field and Downtown. The original condition would have provided approximately 20 part-time public parking spaces on weekends only. Staff finds the alternative site plan superior to the previous site plan and 7 to 10 permanent parking spaces closer to Miners Field superior to 20 part-time parking farther from Miners' Field.



The attached PUD includes revisions addressing seven 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 one condition:

1. The applicant shall continue to work with Public Works on addressing the comments shown in the February 11, 2015 memo.

Many of the Public Works Department's comments are construction details and time is needed finalize. The applicant has stated they are comfortable with meeting the conditions of the memo 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. As stated in the summary above, the applicant has modified the site plan to create 7 to 10 additional permanent on-street public parking spaces on the north side of South Street. Staff believes this solution improves both the site plan and shared parking opportunities. **Staff believes this condition has been met with the modified site plan.**

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. 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. **The applicant is comfortable with the condition.**

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 multiple access points between the project and the adjoining public parking lot. **Staff believes this condition has been met.**

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. The applicant has also increased the landscape buffer/screening between the project and parking area. **Staff believes this condition has been met.**

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 applicant shall continue to work with Public Works on addressing the comments shown in the February 11, 2015 memo.

ATTACHMENT(S):
1. Ordinance No. 1693, Series 2015
2. Resolution No. 36, Series 2015
3. June 2, 2015 - Council Communication
4. Application documents – Land Use Application, Letter of Intent, etc.
5. Final Plat
6. Link to Final PUD (12 MB)
7. Public Works Memo – dated February 11, 2015
8. Link to Resolution 62, Series 2014 (Land Purchase Agreement)
9. Link to March 12, 2015 Planning Commission staff report
10. March 12, 2015 Planning Commission Minutes
11. Presentation

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 COMMERCIAL COMMUNITY (CC) AND CITY OF LOUISVILLE MIXED-USE RESIDENTIAL (MU-R) FOR THE DEVELOPMENT OF DELO PLAZA

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.

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 14th day of July, 2015.

_____
Robert P. Muckle, Mayor

ATTEST:

_____
Nancy Varra, City Clerk

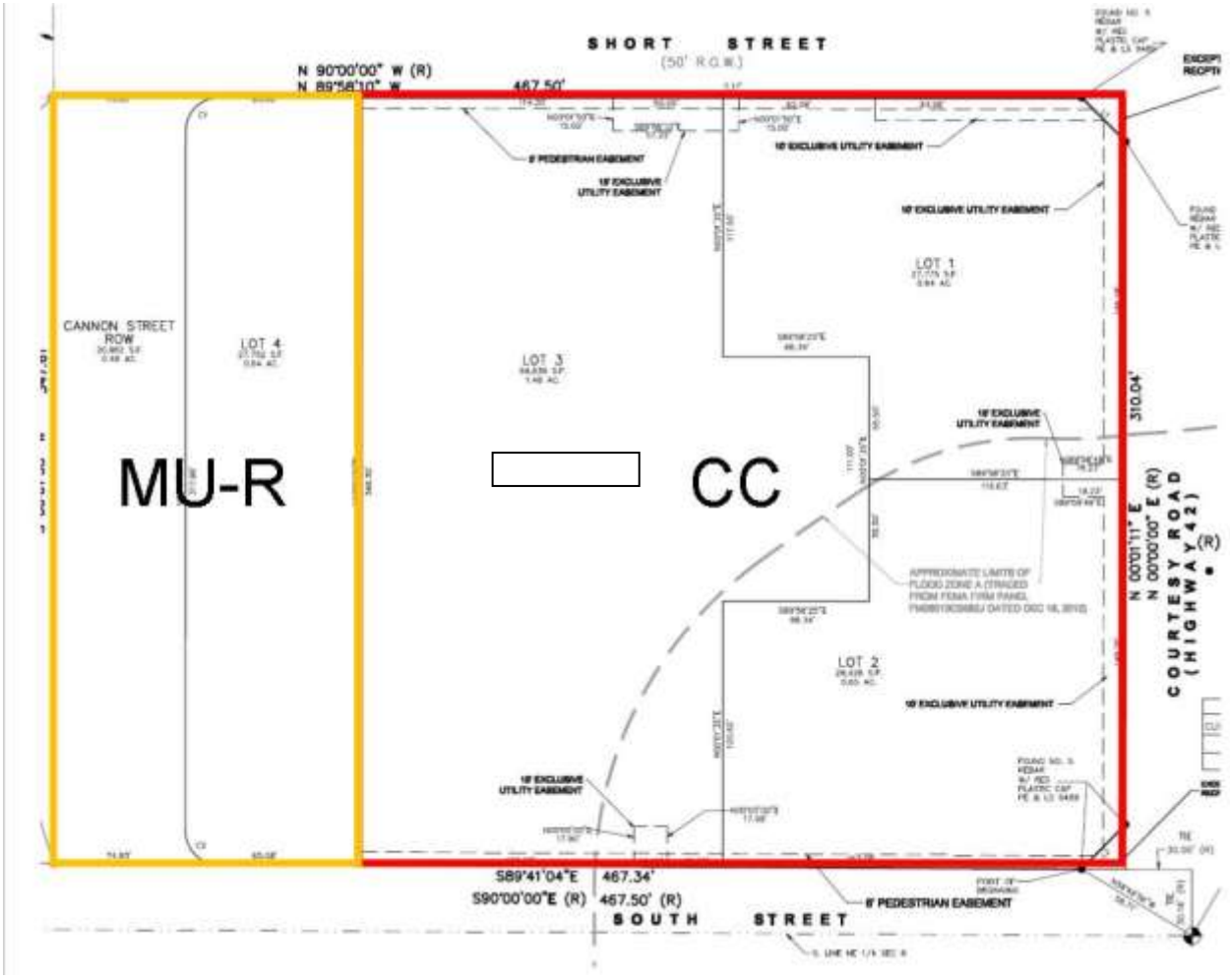
EXHIBIT A
Legal Description of the Property

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.

Exhibit A


SHORT STREET
(50' R.O.W.)
N 90°00'00" W (R)
N 89°58'10" W
467.50'
CANNON STREET ROW
LOT 4
LOT 3
LOT 1
LOT 2
MU-R
CC
310.04'
N 00°01'11" E
N 00°00'00" E (R)
COURTESY ROAD (HIGHWAY 42)
S89°41'04"E 467.34'
S90°00'00"E (R) 467.50' (R)
SOUTH STREET
8' PEDESTRIAN EASEMENT
10' EXCLUSIVE UTILITY EASEMENT

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 REFERRED TO AS DELO PLAZA. THE REDEVELOPMENT INCLUDES 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 includes the addition of approximately 19,308-23,000 sq.ft. of commercial space; and

WHEREAS, the City Staff has reviewed the Rezoning, Final Plat, Final PUD, and SRU application and found it to comply with Louisville zoning regulations, Chapter 16, Section 17.14, 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 recommended denial of the Rezoning, final Plat, final PUD, and SRU to the City Council for the following reason:

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 City Council concludes that the proposed PUD is not compatible with surrounding designs and neighborhoods, nor is it designed or oriented toward the pedestrian.

WHEREAS, City Council has reviewed the application, including the recommendation of the Planning Commission and finds that said final PUD development plan should be approved, subject to three conditions listed below.

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Louisville, Colorado, based on the evidence and testimony presented at the hearings, does hereby approve 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 includes the addition of approximately 19,308-23,000 sq.ft. of commercial space, with the following condition:

1. The applicant shall continue to work with Public Works on addressing the comments shown in the February 11, 2015 memo.

PASSED AND ADOPTED this 14th day of July, 2015.

_____
Robert P. Muckle, Mayor

ATTEST:

_____
Nancy Varra, City Clerk

CITY COUNCIL COMMUNICATION
AGENDA ITEM 8E

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 PORJECT 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 form 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.

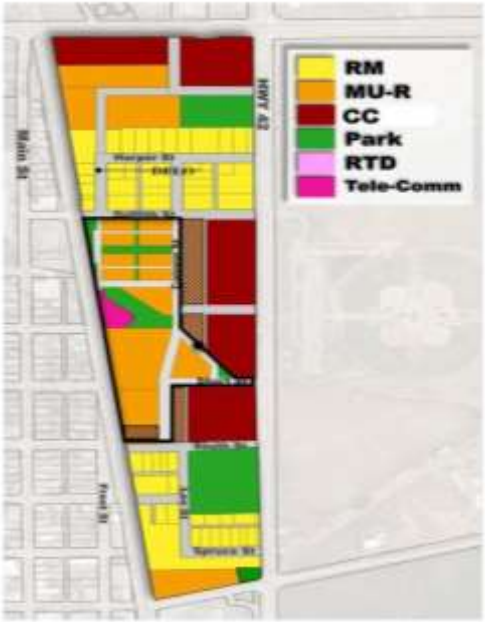
Planning Commission reviewed the proposal April 9th and unanimously recommended City Council deny the application.

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 changed.

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.



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.

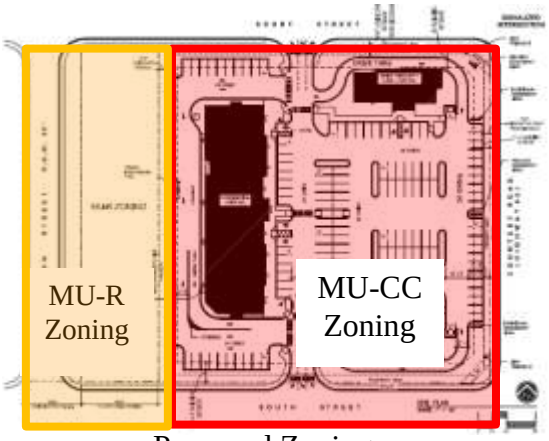
One of the key early objectives of the plan was for the City to acquire up to 70 parking spaces in the Hwy 42 Revitalization District. The purpose of this acquisition, with the access provided by the South Street Gateway (BNSF Underpass), was to provide immediate special event parking relief for Downtown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



Proposed Zoning

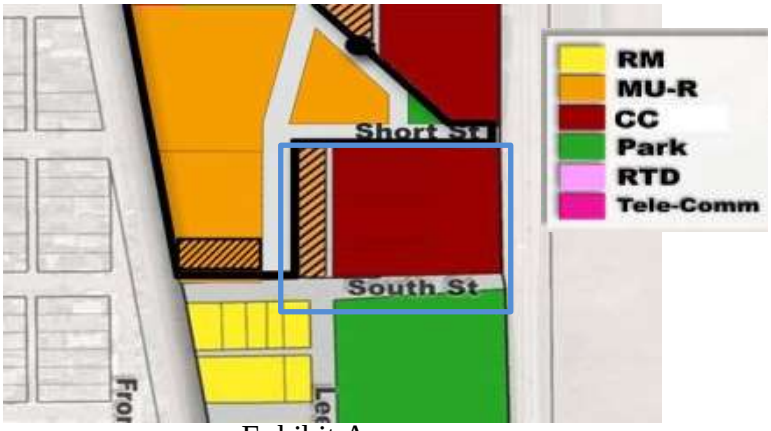


Exhibit A

The applicant is seeking the following zone district classifications:

<u>Commercial Community Zone District (CC)</u> – 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.

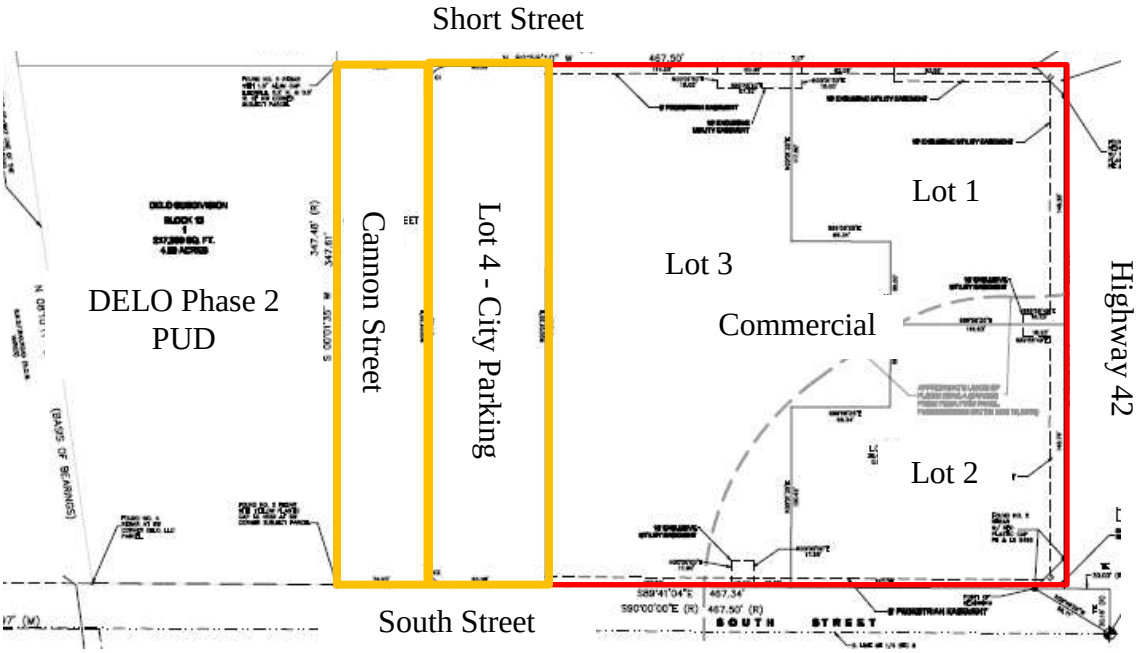
The proposed rezoning matches Exhibit A of the MUDDSG.

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	*Commercial Retail*	Max. 15,000 SF	1 Story	1/300 SF = 45 spaces		1/250
	Drive Thru 1	Max.	1 Story	Min.1/300 SF		1/125

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

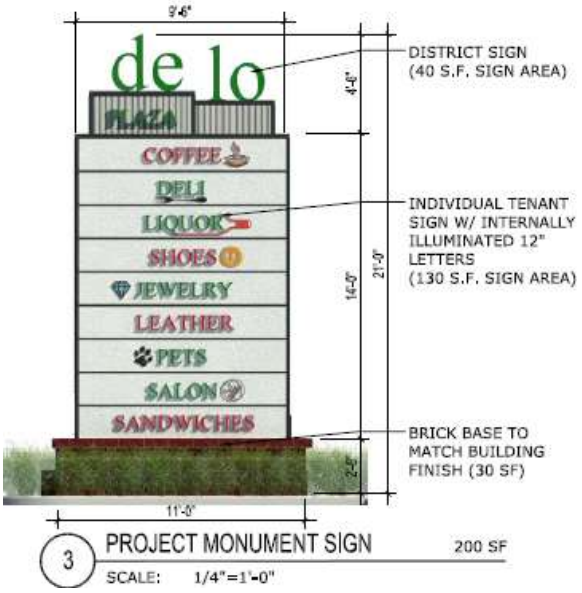
1. "Maximum area of building mounted signs per building façade surface shall be limited to 2 square feet of sign area per linear foot of the individual business, with not individual sign being larger than 200 square feet, including retailer's logos. Building mounted signs shall be allowed on all sides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

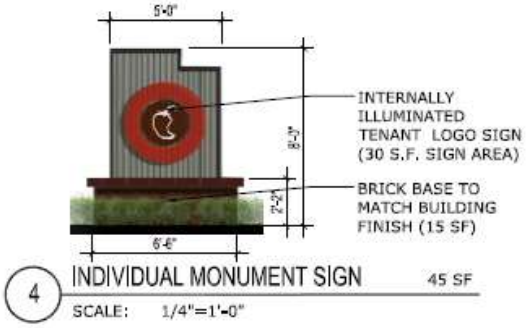
2. Character height of building mounted signs shall be 30 inches maximum.

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,





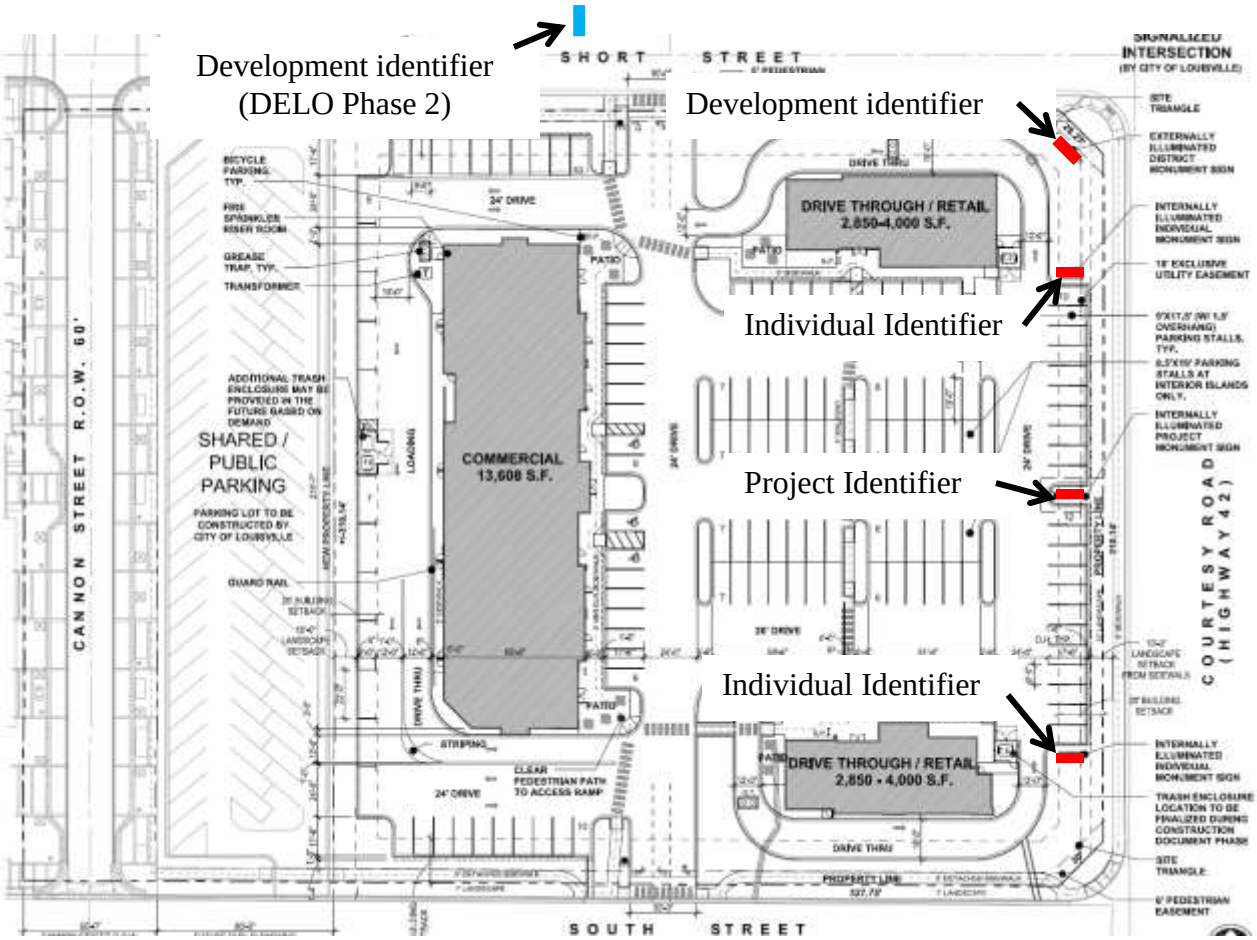
The CDDSG requires the following:

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."

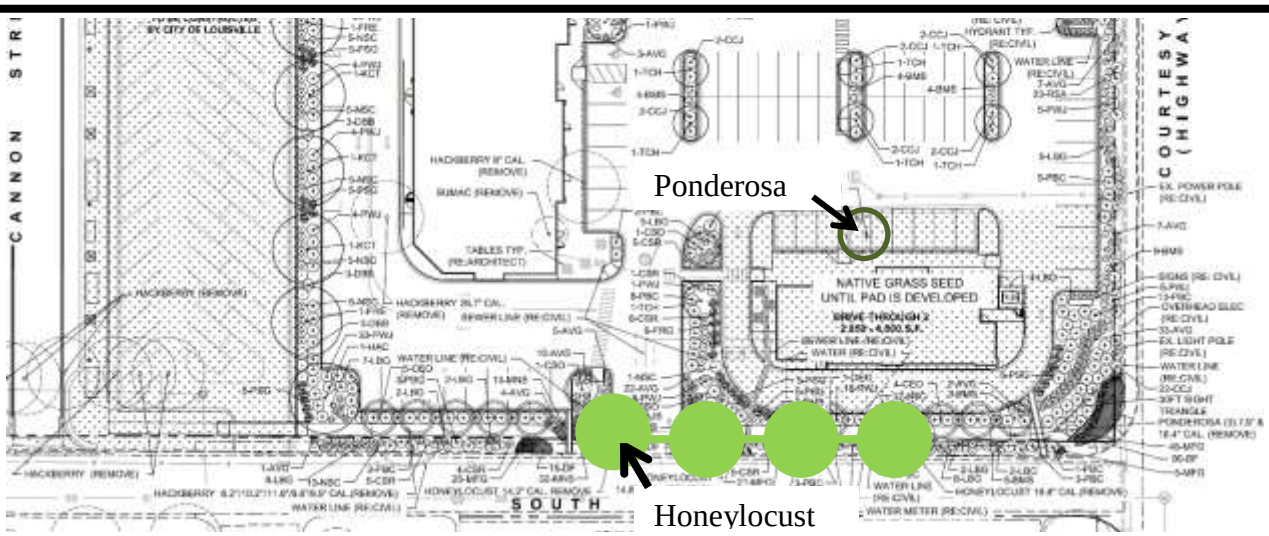
The intent is also *to "create the appearance of development that occurred over a period of time, architectural features of new developments, including rooflines, materials, colors, door and window patterns, and decorative elements, should vary in form and style."* The requirement of creating architecture *"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 to 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.

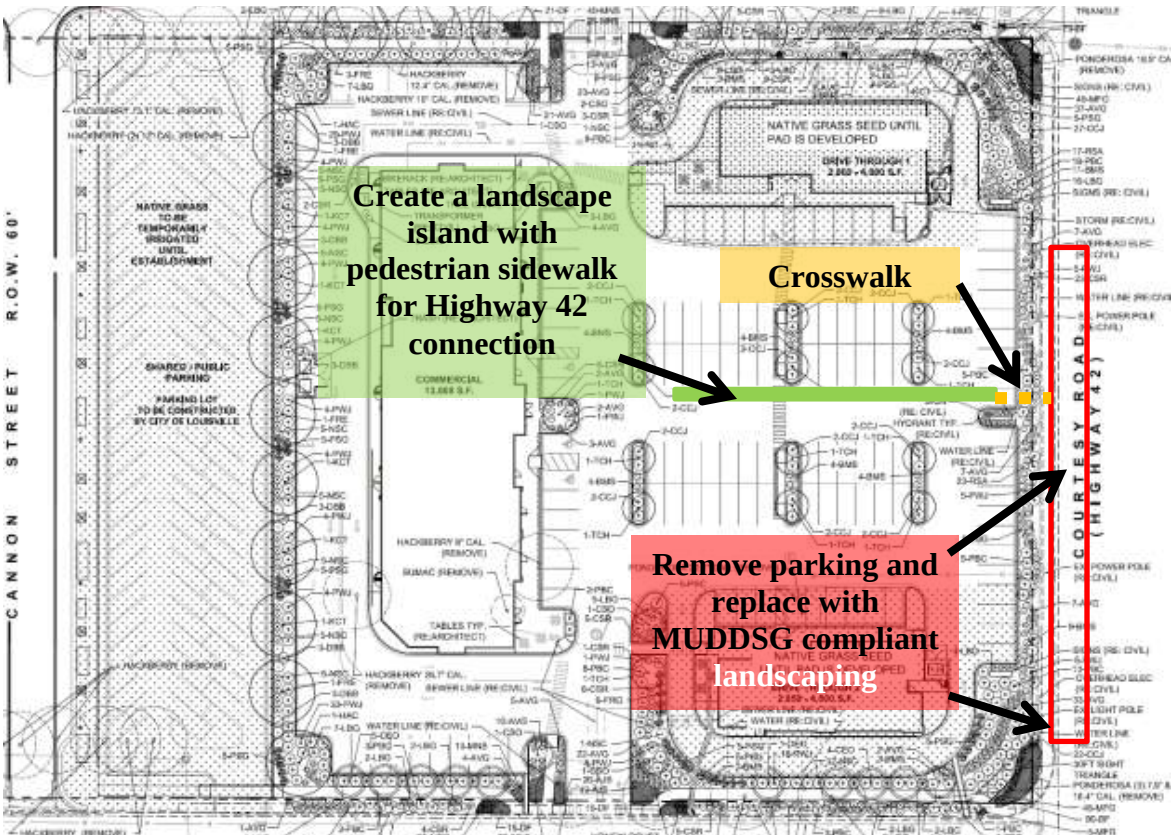
WAIVERS

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.

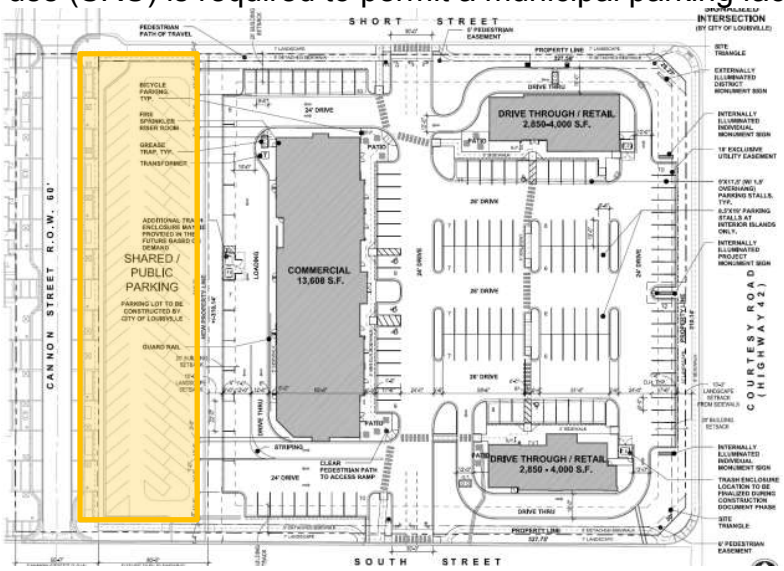
Parking Ratio
The request of a greater parking ratio allows the developer more flexibility in commercial land uses. However, an increase in parking ratio also decreases the amount of landscaping coverage. Staff would support the parking increase with two conditions:

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

City of Louisville
COLORADO · SINCE 1878

Department of Planning and Building Safety

749 Main Street • Louisville CO 80027 • 303.335.4592 • www.louisvilleco.gov

LAND USE APPLICATION

CASE NO. _____

APPLICANT INFORMATION

Firm: 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

Firm: Stephen D. TEBO, DBA 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: [signature]
Print: JAMES DIXON
Owner: [signature]
Print: STEPHEN TEBO
Representative: [signature]
Print: Justin McClure

CITY STAFF USE ONLY

- ☐ Fee paid: _____
- ☐ Check number: _____
- ☐ Date Received: _____

TEBO
PROPERTIES

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,

Justin McClure
RMCS, Inc.

3111 28th St, Boulder, CO 80301

FINAL PLAT
DELO PLAZA SUBDIVISION

A REPLAT OF A PORTION OF BLOCK 18, CALEDONIA PLACE LOCATED IN THE NORTHEAST QUARTER OF SECTION 8, TOWNSHIP 1 SOUTH, RANGE 69 WEST OF THE 6TH PRINCIPAL MERIDIAN CITY OF LOUISVILLE, COUNTY OF BOULDER, STATE OF COLORADO.

SHEET 1 OF 2

LEGAL DESCRIPTION OF PARCELS INCORPORATED IN DELO PLAZA SUBDIVISION

(FROM TITLE COMMITMENT)

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 43 MINUTES WEST, 243.75 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING NORTH 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:

THAT PORTION OF BLOCK 18, CALEDONIA PLACE, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF BLOCK 18; THENCE ALONG THE SOUTH LINE OF 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.

CERTIFICATE OF DEDICATION AND OWNERSHIP

HAS LAID OUT, SUBDIVIDED AND PLATTED SAID LAND AS PER DRAWING HEREON CONTAINED UNDER THE NAME AND STYLE OF DELO PLAZA SUBDIVISION

A SUBDIVISION OF A PART OF THE CITY OF LOUISVILLE, COUNTY OF BOULDER, STATE OF COLORADO, AND BY THESE PRESENTS

DO HEREBY DEDICATE TO THE USE OF THE CITY OF LOUISVILLE AND THE PUBLIC, THE INGRESS–EGRESS AND FIRE LANE EASEMENTS, IF ANY, AS SHOWN ON THE ACCOMPANYING PLAT FOR VEHICULAR, AND

PEDESTRIAN AND EMERGENCY ACCESS, AS SHOWN ON THE ACCOMPANYING PLAT, IF ANY, FOR THE PUBLIC USE THEREOF FOREVER AND

DOES FURTHER DEDICATE TO THE USE OF THE CITY OF LOUISVILLE AND ALL MUNICIPALLY OWNED AND/OR FRANCHISED UTILITIES AND SERVICES THOSE PORTIONS OF SAID REAL PROPERTY, AS SHOWN ON THE ACCOMPANYING PLAT, IF ANY, FOR THE CONSTRUCTION, INSTALLATION, OPERATION, MAINTENANCE, REPAIR AND REPLACEMENT FOR ALL UTILITY SERVICES, INCLUDING WITHOUT LIMITING THE GENERALITY OF THE FOREGOING,

TELEPHONE AND ELECTRIC LINES, WORKS, POLES AND UNDERGROUND CABLES, GAS PIPELINES, WATER PIPELINES, SANITARY SEWER LINES, STREET LIGHTS, CULVERTS, HYDRANTS, DRAINAGE DITCHES AND DRAINS AND ALL APPURTENANCES THERETO, AS SHOWN ON THE ACCOMPANYING PLAT, IF ANY,

IT BEING EXPRESSLY UNDERSTOOD AND AGREED BY THE UNDERSIGNED THAT ALL EXPENSES AND COSTS INVOLVED IN CONSTRUCTING AND INSTALLING SANITARY SEWER SYSTEM WORKS AND LINES, GAS SERVICE LINES, ELECTRICAL SERVICE WORKS AND LINES, STORM SEWERS AND DRAINS, STREET LIGHTING, GRADING AND LANDSCAPING, CURBS, GUTTERS, STREET PAVEMENT, SIDEWALKS AND OTHER SUCH UTILITIES AND SERVICES ON SAID REAL PROPERTY, SHALL BE GUARANTEED AND PAID FOR BY THE SUBDIVIDER OR

ARRANGEMENTS MADE BY THE SUBDIVIDER THEREOF WHICH ARE APPROVED BY THE CITY OF LOUISVILLE, COLORADO, AND

SUCH SUMS SHALL NOT BE PAID BY THE CITY OF LOUISVILLE, COLORADO, AND

THAT ANY ITEM SO CONSTRUCTED OR INSTALLED WHEN ACCEPTED BY THE CITY OF LOUISVILLE, COLORADO, SHALL BECOME THE SOLE PROPERTY OF SAID CITY OF LOUISVILLE, COLORADO,

EXCEPT PRIVATE ROADWAY CURBS, GUTTER AND PAVEMENT ITEMS OWNED BY MUNICIPALLY FRANCHISED UTILITIES WHICH WHEN CONSTRUCTED OR INSTALLED, SHALL REMAIN THE PROPERTY OF THE OWNER AND SHALL NOT BECOME THE PROPERTY OF THE CITY OF LOUISVILLE, COLORADO.

NOTES

1.) LAND TITLE GUARANTEE COMPANY TITLE COMMITMENT NO. ABC70407147 WITH EFFECTIVE DATE OF 03–24–2015 AT 17:00:00 WAS ENTIRELY RELIED UPON FOR EASEMENTS, RIGHTS–OF–WAY AND ENCUMBRANCES AFFECTING THE SUBJECT PARCEL.

2. BEARINGS SHOWN HEREON ARE BASED ON THE ASSUMPTION THAT THE EASTERLY RIGHT–OF–WAY LINE OF THE BURLINGTON NORTHERN SANTA FE (BNSF) RAILROAD BEARS NORTH 08 DEGREES, 10 MINUTES AND 11 SECONDS WEST BETWEEN A FOUND NO. 4 REBAR AT THE SOUTHWEST CORNER OF PARCEL B AND A FOUND NO. 5 REBAR, WITH YELLOW PLASTIC CAP LS 14815 AT THE NORTHWEST CORNER OF PARCEL A, AS SHOWN ON LAND SURVEY PLAT BY EPP & ASSOCIATES, DATED OCTOBER 18, 2000 AND DEPOSITED IN BOULDER COUNTY RECORDS AS LS–08–0057.

3. ANY PERSON WHO KNOWINGLY REMOVES, ALTERS OR DEFACES ANY PUBLIC LAND SURVEY MONUMENT OR LAND BOUNDARY MONUMENT OR ACCESSORY COMMITS A CLASS TWO (2) MISDEMEANOR PURSUANT TO STATE STATUTE 18–4–508, C.R.S.

4. DIMENSIONS SHOWN WITHOUT PARENTHESIS, ARE AS MEASURED BY ROCK CREEK SURVEYING, LLC AND PER THE RECORD DESCRIPTION. DIMENSIONS SHOWN IN PARENTHESIS ARE PER THE RECORDED DESCRIPTION.

5. THIS DRAWING IS BASED ON A FIELD SURVEY PERFORMED AND COMPLETED BY ROCK CREEK SURVEYING, LLC, ON OR ABOUT JULY 14–16, 2015.

6. ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED ON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVERED SUCH DEFECT. IN NO EVENT, MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN SIX YEARS FROM THE DATE OF CERTIFICATION SHOWN HEREON. CRS 13–80–104(3)(A).

7. THE LOCATION OF THE ABOVE GROUND UTILITIES SHOWN HEREON ARE BASED ON THE FIELD SURVEY BY ROCK CREEK SURVEYING, LLC IS NOT RESPONSIBLE FOR UTILITY INFORMATION PROVIDED BY OTHERS. ROCK CREEK SURVEYING, LLC RECOMMENDS THAT THE LOCATION OF THE UTILITIES BE FIELD VERIFIED PRIOR TO ANY DIGGING ON, OR ADJACENT TO THE SUBJECT PROPERTY.

8. THE LAND USE CHART PRESENTED HEREON IS PROVIDED TO OUTLINE THE GENERAL USE OF EACH OUTLOT, BOTH PRIVATE AND PUBLIC.

9. THE CITY OF LOUISVILLE SHALL REVIEW AND APPROVE THE LOCATIONS OF UTILITY LINES, PEDESTALS AND CABINETS WITHIN PUBLIC PROPERTY AND WITHIN CITY OF LOUISVILLE EXCLUSIVE WATER, STORM AND SANITARY SEWER EASEMENTS. ALL UTILITY EASEMENTS NOT SPECIFICALLY DESIGNATED FOR OTHERS (E.G. DRY UTILITY EASEMENTS) ARE EXCLUSIVELY FOR THE CITY OF LOUISVILLE WET UTILITIES.

10. THE MINIMUM SEPARATION BETWEEN WATER AND SEWER SHALL BE 10' OUTSIDE OF PIPE TO OUTSIDE OF PIPE. SEPARATION BETWEEN ALL OTHER UTILITIES SHALL NOT BE LESS THAN 7' FOR ALL PARTIES. THE CITY WILL WORK WITH THE SUBDIVIDER TO GENERATE PRACTICAL SOLUTIONS FOR ALL PARTIES FOR AREAS OF UTILITY SEPARATION CONCERNS.

11. ALL UTILITY EASEMENTS 10' IN WIDTH OR LESS ARE SPECIFICALLY RESERVED FOR DRY UTILITY FACITLITIES. UTILITY EASEMENTS GREATER THAN 10' IN WIDTH ARE SPECIFICALLY EXCLUSIVE FOR CITY OF LOUISVILLE WATER, SANITARY AND STORM SEWERS. DRY UTILITIES ARE REQUIRED TO REQUEST PERMISSION/APPROVAL FROM THE CITY AND THE DEVELOPER FOR CROSSING WET UTILITY EASEMENTS. DRY UTILITIES THAT ARE APPROVED TO CROSS EXCLUSIVE CITY EASEMENTS SHALL DO SO AT SUBSTANTIALLY RIGHT ANGLES. WET UTILITIES MAY TRAVERSE DRY UTILITY EASEMENTS WITHOUT SPECIAL PERMISSION.

12. EMERGENCY AND CITY OF LOUISVILLE MAINTENANCE ACCESS IS GRANTED HEREWITH OVER AND ACROSS ALL PAVED AREAS FOR POLICE, FIRE, EMERGENCY AND CITY MAINTENANCE VEHICLES.

13. DIMENSIONS ARE SHOWN HEREON ARE IN U.S. SURVEY FEET.

LEGAL DESCRIPTION OF DELO PLAZA SUBDIVISION

A TRACT OF LAND LOCATED IN THE NORTHEAST ¼ OF SECTION 8, TOWNSHIP 1 SOUTH, RANGE 69 WEST OF THE 6TH P.M., DESCRIBED AS FOLLOWS:

BEGINNING AT THE EAST ¼ CORNER OF SAID SECTION 8;
THENCE NORTH 58°49'56" WEST A DISTANCE OF 58.71 FEET TO A POINT ON THE NORTH RIGHT–OF–WAY LINE OF SOUTH STREET TO THE TRUE POINT OF BEGINNING;

THENCE NORTH 44°36'09" EAST A DISTANCE OF 28.35 FEET TO A POINT ON THE WEST RIGHT–OF–WAY LINE OF COURTESY ROAD (COLORADO STATE HIGHWAY 42);

THENCE NORTH 00°01'11" EAST ALONG THE WEST RIGHT–OF–WAY LINE OF COURTESY ROAD (COLORADO STATE HIGHWAY 42) A DISTANCE OF 310.04 FEET;

THENCE NORTH 44°58'49" WEST A DISTANCE OF 27.86 FEET TO A POINT ON THE SOUTH RIGHT–OF–WAY LINE OF SHORT STREET;

THENCE NORTH 89°58'10" WEST ALONG THE SOUTH RIGHT–OF–WAY LINE OF SHORT STREET A DISTANCE OF 467.50 FEET;

THENCE SOUTH 00°01'35" WEST A DISTANCE OF 347.61 FEET TO A POINT ON THE NORTH RIGHT–OF–WAY LINE OF SOUTH STREET;

THENCE SOUTH 89°41'04" EAST ALONG SAID NORTH RIGHT–OF–WAY LINE OF SOUTH STREET A DISTANCE OF 467.34 FEET TO THE TRUE POINT OF BEGINNING;

CITY OF LOUISVILLE, COUNTY OF BOULDER, STATE OF COLORADO.
AREA = 3.89 ACRES

FLOODPLAIN STATEMENT

ACCORDING TO FEMA FLOOD INSURANCE RATE MAP, FIRM PANEL NO. 08013C0582J WITH REVISION DATE OF DEC. 12, 2012, A PORTION OF THE SUBJECT PARCEL IS IN FLOOD ZONE A WITH BASE FLOOD ELEVATIONS DETERMINED. THE APPROXIMATE LIMITS OF THIS FLOOD ZONE WERE TRACED FROM THIS FIRM PANEL AND ARE SHOWN HEREON. THESE LIMITS ARE SUBJECT TO FURTHER EVALUATION, SUCH AS A FLOOD ELEVATION CERTIFICATE, TO DETERMINE THE SPECIFIC FLOOD ZONE LIMITS. A FLOOD ELEVATION CERTIFICATE WAS NOT REQUESTED AT THE TIME OF THIS SURVEY.

LAND USE SUMMARY

LOT	AREA (ACRES)	OWNERSHIP	PRIMARY USES	MAINTENANCE
1	0.64	TEBO PROPERTIES, INC.	COMMERCIAL (CC)	TEBO PROPERTIES, INC.
2	0.65	TEBO PROPERTIES, INC.	COMMERCIAL (CC)	TEBO PROPERTIES, INC.
3	1.48	TEBO PROPERTIES, INC.	COMMERCIAL (CC)	TEBO PROPERTIES, INC.
4	0.64	CITY OF LOUISVILLE	PUBLIC/SHARED PARKING	CITY OF LOUISVILLE
ROW	0.48	CITY OF LOUISVILLE	FUTURE CANNON STREET R.O.W.	CITY OF LOUISVILLE
TOTAL	3.89 AC			

CITY COUNCIL CERTIFICATE

APPROVED THIS_____DAY OF_____, 2015 BY THE CITY COUNCIL OF THE CITY OF LOUISVILLE, COLORADO.

RESOLUTION NO. _____, SERIES _____

(CITY SEAL)

_____

MAYOR SIGNATURE

_____

CITY CLERK SIGNATURE

PLANNING COMMISSION CERTIFICATE

APPROVED THIS_____DAY_____OF_____, 2015
BY THE PLANNING COMMISSION OF THE CITY OF LOUISVILLE, COLORADO

RESOLUTION NO. _____, SERIES _____

CLERK AND RECORDER CERTIFICATE
(COUNTY OF BOULDER, STATE OF COLORADO)

I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED IN

MY OFFICE AT_____ O'CLOCK, ___.M., THIS

_____DAY OF _____, 2015, AND IS

RECORDED IN PLAN FILE _____

FEE _____ PAID.

_____ FILM NO.

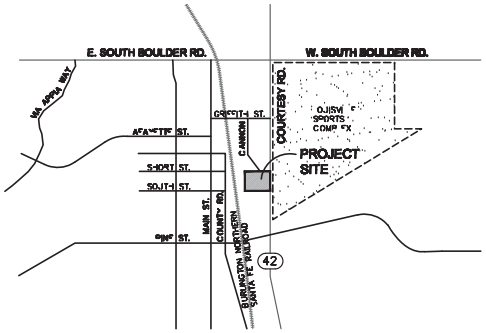
_____ RECEPTION.

_____

CLERK & RECORDER

_____

DEPUTY



VICINITY MAP
NOT TO SCALE

OWNERSHIP CERTIFICATE
OWNER: CITY OF LOUISVILLE

BY: _____

DATE: _____

ACKNOWLEDGEMENT
STATE OF COLORADO)
)SS
COUNTY OF BOULDER)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS_____ DAY OF _____, 20____, BY _____.

WITNESS MY HAND AND SEAL

MY COMMISSION EXPIRES_____

_____
NOTARY PUBLIC

OWNERSHIP CERTIFICATE
OWNER: STEPHEN D. TEBO d/b/a TEBO DEVELOPMENT COMPANY

BY: _____

DATE: _____

ACKNOWLEDGEMENT
STATE OF COLORADO)
)SS
COUNTY OF BOULDER)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS_____ DAY OF _____, 20____, BY _____.

WITNESS MY HAND AND SEAL

MY COMMISSION EXPIRES_____

_____
NOTARY PUBLIC

SURVEYOR'S CERTIFICATE

I, ROBERT A. RICKARD, DO HEREBY CERTIFY THAT I AM A DULY LICENSED LAND SURVEYOR LICENSED UNDER THE LAWS OF THE STATE OF COLORADO, THAT THIS PLAT IS A TRUE, CORRECT AND COMPLETE PLAT OF "DELO PLAZA SUBDIVISION" AS LAID OUT, PLATTED, DEDICATED AND SHOWN HEREON, THAT SUCH PLAT WAS MADE FROM AN ACCURATE SURVEY OF SAID PROPERTY BY ME AND UNDER MY DIRECT RESPONSIBILITY, SUPERVISION AND CHECKING AND CORRECTLY SHOWS THE LOCATION AND DIMENSIONS OF THE LOTS, LAID OUT IN COMPLIANCE WITH ARTICLES 50–53 OF TITLE 38, COLORADO REVISED STATUES GOVERNING THE SUBDIVISION OF LAND.

IN WITNESS WHEREOF, I HAVE SET MY HAND AND SEAL THIS _____ DAY OF

_____, 2015 A.D.

_____.

ROBERT A. RICKARD
COLORADO P.L.S. #28283

ROCK CREEK SURVEYING, LLC
3021 GARDENIA WAY
SUPERIOR, CO 80027
PHONE: 303–521–7376

FINAL PLAT DELO PLAZA SUBDIVISION

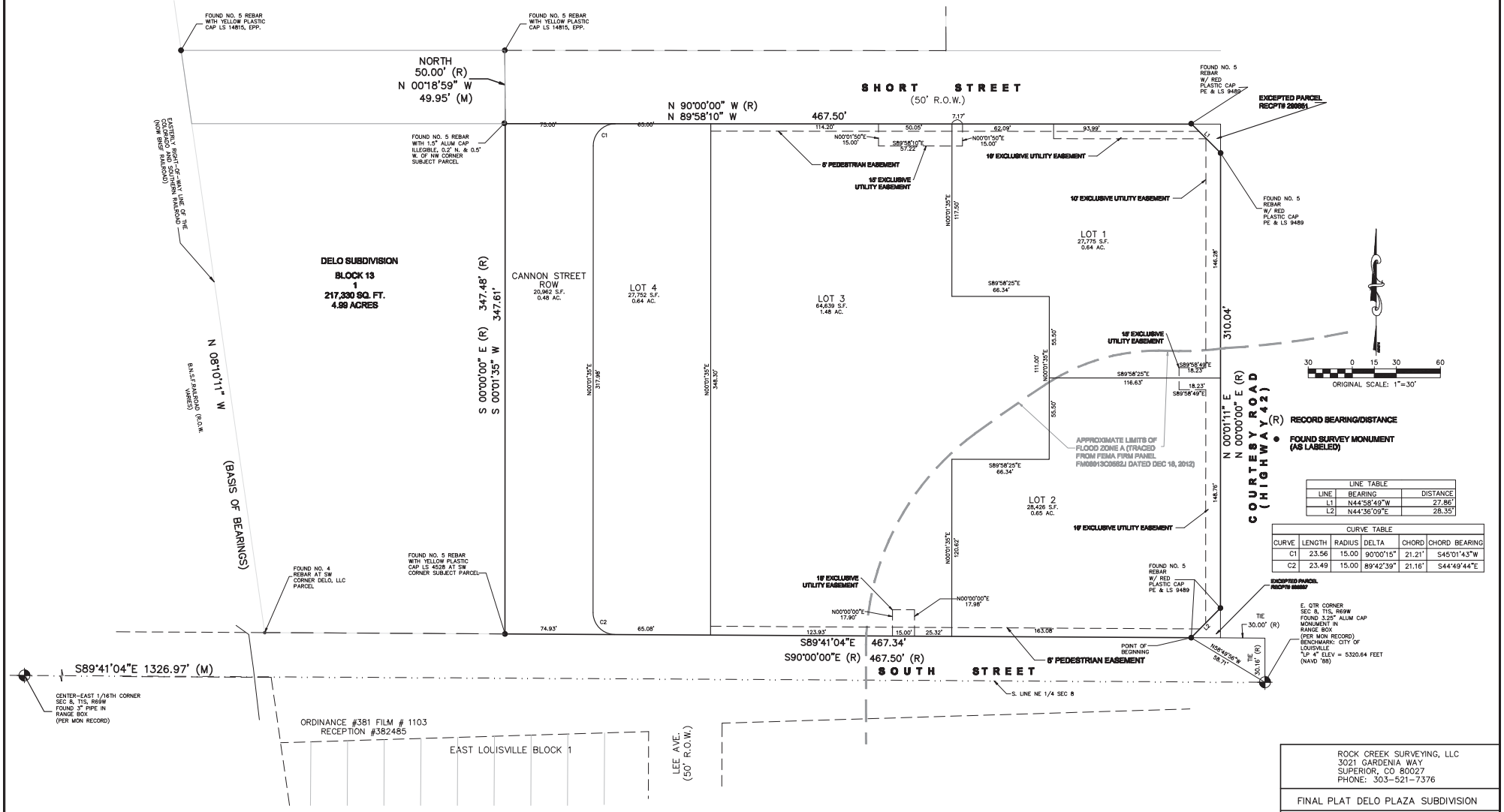
COVER SHEET

JOB NO	DATE	CAD NO	SHEET NO
317–13	07–14–15	317–13FP01	1 OF 2

FINAL PLAT
DELO PLAZA SUBDIVISION

A REPLAT OF A PORTION OF BLOCK 18, CALEDONIA PLACE
LOCATED IN THE NORTHEAST QUARTER OF SECTION 8, TOWNSHIP 1 SOUTH,
RANGE 69 WEST OF THE 6TH PRINCIPAL MERIDIAN
CITY OF LOUISVILLE, COUNTY OF BOULDER, STATE OF COLORADO.

SHEET 2 OF 2



LINE TABLE		
LINE	BEARING	DISTANCE
L1	N44°58'49"W	27.86'
L2	N44°36'09"E	28.35'

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	CHORD BEARING
C1	23.56	15.00	90°00'15"	21.21'	S45°01'43"W
C2	23.49	15.00	89°42'39"	21.16'	S44°49'44"E

ROCK CREEK SURVEYING, LLC
3021 GARDENIA WAY
SUPERIOR, CO 80027
PHONE: 303-521-7376

FINAL PLAT DELO PLAZA SUBDIVISION

FINAL PLAT

JOB NO	DATE	CAD NO	SHEET NO
317-13	07-14-15	317-13FP01	2 OF 2

City of Louisville
COLORADO • SINCE 1878

Memorandum | Department of Public Works

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 Shorts 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 by 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 SUBECT 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.

RESOLUTION NO. 62
SERIES 2014

A RESOLUTION APPROVING A PURCHASE AND SALE AGREEMENT BETWEEN THE CITY OF LOUISVILLE AND STEPHEN D. TEBO, FOR ACQUISITION OF AN APPROXIMATELY 0.638 ACRE PARCEL LOCATED AT 1055 COURTESY ROAD

WHEREAS, Stephen D. Tebo ("Seller") is the owner of certain real property totaling 0.638 acres, more or less, which is a portion of a 3.897 acre parcel located at 1055 Courtesy Road, legally described on Exhibit A attached hereto and incorporated herein by reference (which 0.638 acres is hereinafter referred to as "the Property"); and

WHEREAS, the Property, which comprises the eastern 80 feet of the westernmost 140 feet of Seller's 3.897-acre parcel, is a location where future parking supply is needed for the community; and

WHEREAS, there has been proposed a Purchase and Sale Agreement ("Agreement") between the City and the Seller for the City to purchase the Property pursuant to the terms and conditions set forth in said Agreement; and

WHEREAS, the City Council is willing to acquire the Property upon the terms and conditions of the Agreement and finds that such Agreement will further the City's interest in providing additional parking supply; and

WHEREAS, City Council by this Resolution desires to approve the Purchase and Sale Agreement and authorize its execution;

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

Section 1. The proposed Purchase and Sale Agreement ("Agreement") between City of Louisville and Stephen D. Tebo, for the purchase of the Property as described in the Agreement and in Exhibit A attached hereto, is hereby approved in essentially the same form as the copy of such Agreement accompanying this Resolution.

Section 2. The Mayor and City Manager, or either of them, is authorized to execute the Agreement, except that the Mayor and City Manager are hereby granted the authority to negotiate and approve such revisions to said Contract as they determine are necessary or desirable for the protection of the City, so long as the essential terms and conditions of the Agreement are not altered.

Section 3. The Mayor, City Manager and City Staff are further authorized to do all things necessary on behalf of the City to perform the obligations of the City under the Agreement, and are further authorized to execute and deliver any and all closing documents and other documents necessary to perform said obligations and effect sale of

the Property under the terms and conditions of said Agreement. Without limiting the foregoing, the City Manager is authorized to approve and execute a lease for lease-back of the Property and a temporary construction easement for use of a portion of the Property, each as provided for in the Agreement, and to execute and deliver all documents necessary or appropriate in connection with performance of the City's obligations under the Agreement.

Section 4. The City Council hereby further approves of, ratifies and confirms all actions heretofore taken in connection with purchase of the Property in accordance with the Agreement.

PASSED AND ADOPTED this 7th day of October, 2014.

Robert P. Muckle, Mayor

SEAL
ATTEST:

Nancy Varra, City Clerk

Exhibit A
LEGAL DESCRIPTION OF SELLER'S LAND

Block 18, Caledonia Place, described as follows:

Parcel A:
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 north 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.

The Property to be purchased by the City is comprised of the eastern 80 feet of the westernmost 140 feet of the above-described land.

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this "Agreement") is made as of the 14th day of November 2014 (the "Effective Date"), by and between CITY OF LOUISVILLE, COLORADO, a Colorado home rule municipal corporation ("Purchaser" or "City"), and STEPHEN D. TEBO ("Seller" or "Tebo"). Purchaser and Seller are collectively referred to as "the Parties."

RECITALS

A. Seller owns that certain real property described on Exhibit A attached hereto and by this reference incorporated herein containing in aggregate approximately 3.897 acres (approximately 169,760 square feet) of land (the "Seller's Land").

B. Purchaser desires to purchase from Seller an approximately 0.638-acre (27,800) square foot portion of the Seller's Land, which portion is hereinafter referred to as "Lot 2." The Seller's Land, not including Lot 2 or Lot 3 (defined below), is hereinafter referred to as the "Land")

C. The Parties desire to encourage redevelopment in the area.

COVENANTS

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements herein, the Parties hereto agree as follows:

ARTICLE 1.
PURCHASE AND SALE

1.1 Purchase and Sale. Subject to the terms and conditions of this Agreement, Seller agrees to sell and convey and Purchaser agrees to purchase the following described property: (a) Lot 2, together with all estates, rights, hereditaments, easements and rights-of-way appurtenant thereto; (excepting all oil, gas, and other minerals owned by Seller and appurtenant thereto) and all improvements and fixtures thereon at the time of delivery of possession to Purchaser; (b) Seller's interest, if any, in any contracts, licenses, permits, construction plans, studies, analyses, governmental approvals, development rights, utility rights (including, but subject to Section 8.14, any rights to water and sewer taps) and similar rights related to Lot 2, whether granted by governmental authorities or private persons; and (c) those items of personal property on the Lot 2 on the date of delivery of possession, which shall be conveyed by Bill of Sale executed at the time of delivery of possession (collectively, "the Property").

1.2 Purchase Price. The purchase price ("Purchase Price") for the Property is Four Hundred Seventeen Thousand and 00/100 Dollars ($417,000.00) based on $15.00 per square foot, and shall be payable as follows:

1.2.1 Twenty Thousand Dollars ($20,000.00) (the "Deposit") shall be paid by Purchaser to Land Title Guarantee Company, 2959 Canyon Blvd., Suite 340, Boulder,

Colorado 80302 (the "Title Company") in cash or by certified or wire transfer funds within five (5) business days following the Effective Date.

1.2.2 The balance of the Purchase Price shall be paid by Purchaser at the closing of the purchase and sale provided for in Article 5 (the "Closing") by bank cashier's check or certified check made payable to Seller or by wire transfer of federal funds to an account designated by Seller.

1.2.3 Purchaser or Seller shall be entitled to a pro-rata adjustment of the Purchase Price at a rate $15.00 per square foot if Lot 2, as surveyed and established on the recorded subdivision plat, is less or more than 27,800 square feet.

1.2.4 In the event the property appraisal shall be for an amount in excess of the Purchase Price of $417,000.00, or the amount adjusted due to Section 1.2.3, the Purchase Price shall then be increased to the appraisal value amount. At closing, (i) the Seller shall donate the difference between appraised value and the amount of $417,000, or the amount adjusted due to Section 1.2.3, to the Buyer ("Donation") and (ii) Buyer shall provide at Closing customary and/or reasonably requested evidence, documentation or letters acknowledging the Donation.

1.3 Deposit Generally. This Agreement shall terminate if Purchaser fails to pay the Deposit, or any portion thereof, within the time period specified therefor. The Deposit will be held by the Title Company in an interest-bearing account as an earnest money deposit and part payment of the Purchase Price and credited to Purchaser at the Closing; reference herein to the Deposit shall mean and include all interest earned thereon. The Deposit shall be applicable to the Purchase Price and shall be fully refundable until the end of Purchaser's Examination Period (as defined in Section 4.1) at which time the Deposit will become non-refundable except in the event of Seller's breach or the failure of a condition precedent to Purchaser's obligation to close under this Agreement. The Title Company shall hold and disburse the Deposit in accordance with the terms of this Agreement unless otherwise directed by written notice signed by Purchaser and Seller.

1.4 Approvals. Subject to Purchaser approving the Property during the Examination Period, Seller shall be responsible for submitting to the City and obtaining approval of a Subdivision Plat Application with an accompanying Subdivision Agreement and a Rezoning Application with an accompanying Zoning Agreement for the Property ("Property Approvals") and Seller shall be responsible for submitting to the City and obtaining approval of a Subdivision Plat Application with an accompanying Subdivision Agreement and a Rezoning Application with an accompanying Zoning Agreement for the Land ("Land Approvals") within one hundred eighty (180) calendar days after the Effective Date. Purchaser shall waive any fees shown on the document titled Department of Planning and Building Safety 2014 Development Review Fees Adopted: December 17, 2013 (including any future changes thereto) for Lot 2, Lot 3, and for the Land but only those fees that otherwise would be owed by the Seller prior to Closing for obtaining the Land Approvals or other approvals for the initial development of the Land and any administrative amendments to the initial Land Approvals within three years of the date of City Council approval of the Land Approvals. Seller shall pay all other application fees and bear all extraordinary costs for processing and obtaining the Land Approvals, Purchaser shall pay for

costs for surveying, engineering, planning and governmental processing for subdividing the Seller's Land, but Seller and Purchaser will sign all needed applications and otherwise cooperate with each other. Unless otherwise agreed by the Seller and Purchaser: (i) the Property Approvals will not encumber the Property prior to Closing, but such Property Approvals are anticipated to be obtained in time to be executed on the date of Closing; and (ii) upon any termination of this Agreement prior to Closing, the Seller and Purchaser shall have no obligation to finalize, execute or file the Property Approvals or the Land Approvals. The Property Approvals will include a replatting of the Seller's Land to create Lot 2 and other lots and provide for the dedication of easements as further described herein, if any. The Subdivision and Zoning Agreements shall contain provisions as are consistent with this Agreement and other terms which are mutually acceptable to the parties. The Parties agree and acknowledge that the Property Approvals and the Land Approvals and other actions of the City contemplated herein are matters of legislative, quasi-judicial and/or administrative discretion and no assurances of the granting of such Property Approvals and Land Approvals or taking of such other actions are or have been made by Purchaser. Furthermore, the Parties agree and acknowledge that the time schedule for processing the Property Approvals and Land Approvals is beyond the control of the Purchaser and Seller, and in the event that the Property Approvals and Land Approvals cannot be obtained in time to be executed within at or prior to the Closing Date as defined herein, the Parties hereby agree that the Closing Date will be extended accordingly, for a period not to exceed thirty (30) calendar days.

ARTICLE 2.
DOCUMENTS TO BE DELIVERED TO PURCHASER

2.1 Documents to be Delivered to or Obtained by Purchaser. On or before fifteen (15) calendar days following the Effective Date, Seller will provide Purchaser with any existing survey(s), environmental assessments, and other studies or analysis of the state or condition of the Property, and will make available for inspection and copying at Seller's offices documents referred to in Section 1.1 above, if any, which are in the possession of Seller. Purchaser shall either accept the Seller's existing survey, update the existing survey (if any) or obtain a new ALTA survey at its sole cost which shall be certified to Purchaser, Seller and the Title Company ("Survey") within forty-five (45) calendar days of the Effective Date. Within fifteen (15) calendar days after the Effective Date, Purchaser shall obtain, at Purchasers sole expense, a title insurance commitment issued by the Title Company showing the status of record title to the Property (a "Commitment") and committing to insure, subject to the exceptions and requirements set forth therein, title to Lot 2 in Purchaser in the amount mutually determined by the Parties and Title Company (but not to exceed the Purchase Price) under an Owner's Policy of Title Insurance, ALTA Form 1992 with standard printed exceptions deleted (subject to any matters disclosed by the Survey) ("Owners Policy"). Purchaser shall cause the Title Company to deliver to Purchaser and Seller legible copies of all recorded documents referred to in the Commitment, together with copies of any covenants to which the Property will be subjected at or before Closing. Extended title coverage or endorsements will be issued only at the request of Purchaser and will be at Purchaser's sole expense. The Commitment, together with the Schedule B-2 documents referenced therein are referred to collectively herein as "Title Documents." The Title Documents, Survey, and any other document, report or information relative to the Property that is delivered to or obtained by Purchaser are sometimes collectively referred to herein as "Property Information."

ARTICLE 3.
REPRESENTATIONS AND WARRANTIES

3.1 Seller's Representations. Seller represents and warrants to its knowledge without any duty to investigate, to Purchaser as of the Effective Date of this Agreement as follows:

3.1.1 Seller has the full right, power and authority to execute this Agreement, to transfer and convey the Property to the Purchaser as provided in this Agreement, and to carry out Seller's obligations under this Agreement, subject to the release of any Deed of Trust which is recorded against Seller's Land as of the Effective Date.

3.1.2 To Seller's actual knowledge, the performance by Seller under this Agreement is consistent with and not in violation of, and will not create any default under, any contract, agreement or other instrument to which Seller is a party, any judicial order or judgment of any nature by which Seller or the Property is bound.

3.1.3 To Seller's actual knowledge, there is no litigation pending or, to Seller's actual knowledge, threatened, which would affect the Property or Seller's ownership thereof.

3.1.4 Seller is not a "foreign person" within the meaning of Sections 1445(f)(3) and 7701(a)(30) of the Internal Revenue Code and Seller will furnish to Purchaser at Closing an affidavit confirming the same.

3.1.5 The Property will be conveyed by Seller to Purchaser free and clear of all leases or tenancies by other parties claiming through Seller, except for leases or tenancies (i) effected pursuant to this Agreement or (ii) which are subject to a sublease as described in Section 8.17.

3.1.6 Seller has no actual knowledge of any third parties who may have the right to claim or assert, any easement, right-of-way or claim of possession not shown by record, whether by grant, prescription, adverse possession or otherwise, as to any part of the Property.

3.1.7 Seller has no actual knowledge that any part of the Property has ever been used as a landfill, and Seller has no actual knowledge that materials, including without limitation, asbestos, PCBs or other hazardous substances have ever been stored or deposited upon the Property.

3.1.8 Seller has no actual knowledge of any underground storage tank, as that term is defined by federal statute or Colorado statute, is located on the Property which under applicable governmental law or regulation is required to be upgraded, modified, replaced, closed or removed.

3.1.9 Seller shall notify Purchaser in writing if, at any time prior to Closing, there are any known material changes to the foregoing representations and warranties adverse to Purchaser and in such event Purchaser has the right, but not the obligation to terminate this Agreement within ten (10) business days after said notice is delivered

by Seller, whereupon the Deposit in full shall be returned to Purchaser from the Title Company.

3.2 Purchaser's Representations. Purchaser hereby represents and warrants to Seller as of the Effective Date of this Agreement as follows:

3.2.1 Purchaser is a municipal corporation duly formed and in good standing under the laws of the State of Colorado.

3.2.2 Subject to Section 5.5, this Agreement constitutes the legal, valid and binding obligation of Purchaser; is enforceable against Purchaser in accordance with its terms, and the execution and delivery of this Agreement, and Purchaser's performance under this Agreement, are within Purchaser's powers and have been duly authorized by all necessary action.

3.2.3 The persons executing this Agreement on behalf of Purchaser has the authority to so act.

3.3 Disclaimer of Certain Representations and Warranties.

3.3.1 Purchaser acknowledges that Seller is affording Purchaser the opportunity for full and complete investigations, examinations and inspections of the Property. Purchaser acknowledges and agrees that Seller has not made any independent investigation or verification of, nor has any knowledge of, the accuracy or completeness of any of the Property Information and the Property Information is being furnished to Purchaser at its request and for the convenience of Purchaser.

3.3.2 Purchaser acknowledges that it is purchasing the Property based on its inspection and investigation of the Property and that Purchaser will be purchasing the Property "AS IS" and "WITH ALL FAULTS" based upon the condition of the Property as of the date of the Closing. Without limiting the foregoing, Purchaser acknowledges that, Seller, its officers, employees, agents and representatives have not made, do not make and specifically negate and disclaim any representations, warranties, promises, covenants, agreements or guaranties of any kind or character whatsoever, whether express or implied, oral or written, with respect to the condition of Property, including, without limitation, the existence or nonexistence of Hazardous Materials (defined below), water or water rights, development rights, taxes, covenants, conditions and restrictions, topography, drainage, soil, subsoil, utilities, zoning, or other rules and regulations affecting the Property. As used herein, the term "Hazardous Materials" means (i) hazardous wastes, hazardous substances, hazardous constituents, toxic substances or related materials, whether solids, liquids or gases, including, but not limited to substances defined as "hazardous wastes," "hazardous substances," "toxic substances," "pollutants," "contaminants," "radioactive materials," or other similar designations in, or otherwise subject to regulation under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. § 9601 et seq.; the Toxic Substance Control Act, 15 U.S.C. § 2601 et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. § 1802; the

Resource Conservation and Recovery Act, 42 U.S.C. § 9601 et seq.; the Clean Water Act, 33 U.S.C. § 1251 et seq.; the Safe Drinking Water Act, 42 U.S.C. § 300(f) et seq.; the Clean Air Act, 42 U.S.C. § 7401 et seq.; and in any permits, licenses, approvals, plans, rules, regulations or ordinance adopted, or other criteria and guidelines promulgated pursuant to the preceding laws or other similar federal, state or local laws, regulations, rules or ordinances now or hereafter in effect relating to environmental matters (collectively the "Environmental Laws"); and (ii) any other substances, constituents or wastes subject to any applicable federal, state or local law, regulation or ordinance, including any Environmental Law now or hereafter in effect, including but not limited to petroleum, refined petroleum products, waste oil, waste aviation or motor vehicle fuel, and asbestos.

ARTICLE 4.
CONDITIONS PRECEDENT TO PURCHASER'S PERFORMANCE

The obligation of Purchaser to purchase the Property and Seller's right to delivery of the Deposit is subject to the satisfaction of the following conditions precedent in Sections 4.1 and 4.2 on or before the expiration of the Examination Period or expiration of the title objection deadline, and if the conditions are not so satisfied during the applicable period, the (i) unsatisfactory conditions may be waived by Purchaser in writing designated as a waiver, prior to the expiration of the applicable period, or (ii) Purchaser may terminate this Agreement in writing, prior to the expiration of the applicable period in which event Purchaser shall be returned the Deposit in full from the Title Company and the Parties will be released from all obligations hereunder other than those provisions hereof which expressly contemplate survival of termination.

4.1 Examination Period. Purchaser shall have ninety (90) calendar days following the Effective Date (the "Examination Period"), in which to inspect and evaluate the Property to determine the suitability of the Property for Purchaser's intended use.

4.1.1 At any and all times during the term of this Agreement, Purchaser and Purchaser's representatives, agents, consultants and designees shall have the right to enter upon the Property, at Purchaser's own cost, for any purpose in connection with its proposed purchase, development or operation of the Property, including, without limitation, the right to make such inspections, investigations and tests as Purchaser may elect to make or obtain. None of the Purchaser's investigations shall disturb any tenant or occupant of the Seller's Land.

4.1.2 Purchaser shall pay promptly when due for all work performed on the Property by Purchaser, or at Purchaser's instance or request, including, without limitation, all inspection fees, appraisal fees, engineering fees and other expenses of any kind incurred by Purchaser relating to the inspection of the Property, all of which shall be the sole expense of Purchaser unless subject to reimbursement by Seller pursuant to Section 4.1.3. Any and all liens, whether threatened or actually filed, against any portion of the Property resulting from Purchaser's inspection of the Property, or as a result of work performed or materials supplied at Purchaser's instance or request, shall be satisfied and removed by Purchaser within five (5)

business days after notice thereof is given to Purchaser. To the extent permitted by law, Purchaser shall indemnify, defend, protect and hold Seller harmless from any claims, injuries, losses, liens, judgments, liabilities, damages or expenses (including reasonable attorneys' fees and costs) arising out of or incurred in connection with the activities of Purchaser, its agents, designees, or representatives, including entering onto or otherwise inspecting the Property hereunder, or arising from or in connection with any and all mechanic's liens and physical damage to property or persons arising out of any such entry by Purchaser or its agents, designees or representatives. The indemnification obligation of Purchaser hereunder shall survive the termination of this Agreement. Purchaser shall reasonably restore any damage to the Seller's Land caused by Purchaser, including, without limit, by Purchaser's inspection, testing, investigation and survey thereof. Purchaser shall maintain a policy of public entity general liability insurance, with a company licensed to do business in Colorado, with a single combined limit of not less than One Million Dollars ($1,000,000), insuring the activity and conduct of Purchaser and its agents, representatives and independent contractors during any such entry onto Seller's Land, including contractual liability coverage.

4.1.3 If on or before the expiration of the Examination Period, Purchaser determines for any reason or for no reason not to proceed with the acquisition of the Property, Purchaser may elect by written notice to Seller given on or before expiration of the Examination Period to terminate this Agreement, and upon giving such notice this Agreement shall terminate, the Deposit shall be returned to Purchaser by the Title Company, and the Parties shall be released of all further obligations under this Agreement, except for those obligations which expressly survive termination hereof. If, however, Purchaser fails to give such notice, then the condition precedent set forth in Section 4.1 shall be deemed satisfied and this Agreement will continue in full force and effect.

4.2 Title Documents. Purchaser shall have ninety (90) calendar days after the Effective Date to object, in a writing delivered to Seller, to any matters shown on the Title Documents. Purchaser shall have forty-five (45) calendar days after Purchaser's receipt of the ALTA survey(s) as contemplated in Section 2.1 above in which to object, in a writing delivered to Seller, to any matters shown on the Survey. If Seller is willing to cause the cure or removal of any of the matters to which Purchaser objects upon terms acceptable to Purchaser in Purchaser's sole and absolute discretion, which cure may, with Purchaser's consent, include insuring over such objectionable title matters, then Seller shall so notify Purchaser within ten (10) calendar days of Seller's receipt of Purchaser's notice. If Seller does not respond, or chooses not to cure or remedy all of Purchaser's objections, or if Seller is unable to remove any such matters, Purchaser may elect either: (a) to terminate this Agreement by delivery of written notice to Seller within ten (10) calendar days after Purchaser's receipt of Seller's notice and receive a full refund of the Deposit from the Title Company; or (b) waive or modify such objection and to complete the transaction as otherwise contemplated by this Agreement. If Seller elects to cure or remove any title or survey matters objected to by Purchaser, and Seller cannot thereafter cure or remove the same by Closing, Seller shall have the right, but not the obligation, to extend the Closing for a period of up to sixty (60) calendar days to attempt to cure, insure over or remove such exceptions or defects to the satisfaction of Purchaser. In the event of Purchaser's election to

terminate this Agreement pursuant to this Section 4.2, upon Seller's receipt of Purchaser's written notice of such election, this Agreement shall terminate, the Deposit shall be returned to Purchaser from the Title Company, and the Parties shall be released of all further obligations under this Agreement, except for those obligations which expressly survive termination hereof as provided in Article 8. If Purchaser does not elect to terminate this Agreement in accordance with this Section 4.2, Purchaser shall thereby be deemed to have indicated its acceptance of, and waiver of any and all objection to all matters, exceptions and requirements set forth on the Commitment or the Survey, and its acceptance of the status of title to the Property generally. At such time, all matters then shown on Schedule B-2 of the Title Commitment and the Survey shall be deemed "Permitted Exceptions," except that there shall be no exception for leases or tenancies.

ARTICLE 5.
THE CLOSING

5.1 The Closing. The Closing shall occur, if at all, on the earlier of (a) thirty (30) calendar days after the receipt of the Property Approvals and the Land Approvals, or (b) two hundred forty (240) calendar days after the Effective Date. Closing shall take place at 10:00 a.m. at the offices of the Title Company in Boulder, Colorado (the "Closing Date") or other date or time or other place as the Parties may agree in writing.

5.2 Obligations of Seller at Closing. Seller shall have the following obligations at Closing:

5.2.1 Seller shall execute, have acknowledged and deliver to Purchaser a special warranty deed conveying title to Purchaser to Lot 2 subject only to the Permitted Exceptions free and clear of leases, tenancies and parties in possession.

5.2.2 Seller shall cause the Title Company to deliver to Purchaser either: (a) a current Owner's Policy on Lot 2 to be issued pursuant to the Commitment showing no lien, encumbrance or other restriction other than the Permitted Exceptions; or (b) an unqualified written commitment from the Title Company to deliver such an Owner's Policy.

5.2.3 Seller shall execute, have acknowledged and deliver to Purchaser a good and sufficient assignment and bill of sale in a form acceptable to Purchaser, conveying any rights in the property as described in Sections 1(b) and 1(c).

5.2.4 Seller shall deliver to Purchaser an affidavit setting forth Seller's federal tax identification number and certification that it is not a "foreign person" within the meaning of the Internal Revenue Code.

5.2.5 Seller shall execute such other documents as are required by this Agreement or reasonably required by the Title Company to effectuate the transaction contemplated herein.

5.3 Obligations of Purchaser at Closing. Purchaser shall deliver the Purchase Price less the amount of the Deposit to Seller, subject only to the adjustments set forth in Sections

1.2.3 and 5.4, by certified or bank cashier's check or by wire transfer of federal funds at Seller's direction. Purchaser shall execute such other documents as are required by this Agreement or reasonably required by the Title Company to effectuate the transaction contemplated herein.

5.4 Closing Costs. Closing costs and adjustments shall be allocated as follows:

5.4.1 Seller will pay the cost of one-half of any escrow or other Title Company closing fees, the fees of Seller's counsel, and the costs of recording the Plat, Subdivision Agreement(s), Zoning Agreement(s) and any other documents to be recorded in connection with the Land Approvals, which documents for such Approvals shall be recorded at Closing.

5.4.2 Real property taxes levied against the Property and other regular expenses, if any, and revenues, if any, affecting the Property shall be paid or shall be prorated as of 11:59 p.m. on the day preceding the Closing based upon the most recent valuation for assessment and most recent mill levy and shall be final. For purposes of calculating prorations, Purchaser shall be deemed to be in title to the Property and therefore entitled to the income and responsible for the expenses, for the entire day upon which the Closing occurs. Except as expressly provided herein, all proration adjustments shall be final as of the Closing Date. Any apportionments which are not expressly provided for herein shall be made in accordance with customary practice in Denver, Colorado. To the extent any revenues or expenses are not reasonably ascertainable, such adjustments, if and to the extent known and agreed upon as of the Closing, shall be paid by Purchaser to Seller (if the prorations result in a net credit to the Seller) or by Seller to Purchaser (if the prorations result in a net credit to the Purchaser), by increasing or reducing the cash portion (by showing credits or debits on the settlement statements) to be paid by Purchaser at the Closing.

5.4.3 Purchaser shall pay the cost of the Owner's Policy of Title Insurance to be provided pursuant to the terms of this Agreement, recording the special warranty deed and other conveyance documents, all documentary fees and taxes, and the costs of recording the Plat, Subdivision Agreement(s), Zoning Agreement(s) and any other documents to be recorded in connection with the Property Approvals, which documents for such Approvals shall be recorded at Closing, one-half of the escrow fees or other Title Company closing fees and the fees of Purchaser's counsel.

5.5 Closing Contingency. Seller acknowledges that Purchaser's obligation to close on the sale of the Property is expressly contingent upon adoption by the City and final effectiveness of an ordinance authorizing the purchase of the Property. In addition to all other rights and remedies of Purchaser and Seller hereunder, either party shall have the right to terminate this Agreement and make the same of no further force and effect (except for those Sections that expressly survive Closing) in the event such ordinance is not finally effective as of the Closing Date or in the event any action whatsoever is commenced by any non-party to defeat or enjoin Purchaser's performance under this Agreement; provided, however, that Purchaser shall also have the right, but not the obligation, to extend the Closing for a period of up to sixty (60) calendar days to attempt satisfy the foregoing contingency to the satisfaction of Seller.

ARTICLE 6.
DEFAULT AND TERMINATION

6.1 Time of Essence. Time is of the essence of the obligations of the Parties.

6.2 Purchaser Default. If Purchaser shall fail to terminate this Agreement as provided in Section 1.4, Section 3.1.9, Article 4 or Section 5.5 and thereafter fails to consummate this Agreement for any reason other than Seller's default hereunder or if Purchaser is otherwise in default of performing its obligations hereunder, then following written notice of such default given by Seller to Purchaser and the failure of Purchaser to cure such default within ten (10) business days following receipt of such notice, Seller shall be entitled to terminate this Agreement and have the Deposit paid to Seller as liquidated damages as Seller's sole and exclusive remedy. THE PARTIES HERETO ACKNOWLEDGE THAT SELLER'S DAMAGES DUE TO PURCHASER'S DEFAULT HEREUNDER ARE DIFFICULT TO ASCERTAIN AND AGREE THAT THE AMOUNT OF THE DEPOSIT REPRESENTS A REASONABLE ESTIMATE OF SELLER'S DAMAGES.

6.3 Seller Default. If Seller shall fail to consummate this Agreement for any reason other than Purchaser's default hereunder or termination of this Agreement by a party hereto or if Seller is otherwise in default of performing its obligations hereunder and fails to cure such default within fifteen (15) business days following written notice thereof, Purchaser, as its sole and exclusive remedy, shall either: (a) elect to terminate this Agreement and have the Deposit returned to Purchaser from the Title Company; or (b) elect to seek specific performance of this Agreement from Seller because of such default. PURCHASER ACKNOWLEDGES THAT SPECIFIC PERFORMANCE OF SELLER'S OBLIGATIONS HEREUNDER IS PURCHASER'S SOLE REMEDY, AND PURCHASER SHALL NOT BE ENTITLED TO OR CLAIM ANY FORM OF DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, ECONOMIC DAMAGES, OR INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES.

6.4 Effect of Termination. Upon proper termination of this Agreement which is allowed by this Agreement, neither party shall thereafter have any further obligations to the other party except as contemplated by said Sections and except for any provisions of this Agreement which expressly survive such termination as provided in Article 8.

ARTICLE 7.
SURVIVAL OF REPRESENTATIONS AND WARRANTIES

No representations or warranties whatever are made by any party to this Agreement except as specifically set forth in this Agreement. The representations, warranties and indemnities made by the Parties to this Agreement and the covenants and agreements to be performed or complied with by the respective Parties under this Agreement before the Closing Date shall be deemed to be continuing and shall survive the Closing; provided, however, the representations and warranties of Seller and Purchaser shall terminate on the date which is twenty-four (24) months after the Closing Date. Nothing in this Article shall affect the obligations and indemnities of the Parties with respect to covenants and agreements contained in

this Agreement that are permitted or required to be performed in whole or in part after the Closing Date.

ARTICLE 8.
MISCELLANEOUS

8.1 Effect of Headings. The subject headings of articles, paragraphs and subparagraphs of this Agreement are included for purposes of convenience only, and shall not affect the construction or interpretation of any of its provisions.

8.2 Entire Agreement/Survival of Agreement. This Agreement constitutes the entire agreement between the Parties hereto and supersedes all prior and contemporaneous agreements, representations and understandings of the Parties regarding the subject matter of this Agreement. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by the Parties hereto. This Agreement and all provisions hereof shall not survive the Closing contemplated hereunder except for those provisions and obligations which this Agreement expressly states shall survive Closing.

8.3 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

8.4 Assignment. This Agreement may not be assigned by Purchaser without the prior written consent of Seller, which consent may be granted or withheld at the sole discretion of Seller.

8.5 Notices. All notices and other communications under this Agreement shall be in writing and shall be deemed to have been duly given on the date of service, if served personally on the party to whom notice is given, upon confirmed facsimile transmission, or on the third day after mailing, if mailed to the party to whom notice is to be given, by first class mail, registered or certified, postage prepaid and properly addressed as follows, or to alternate addresses as may be indicated by the Parties:

To Purchaser at:

City of Louisville
749 Main Street
Louisville, Colorado 80027
Attention: Aaron DeJong, Economic Development Director
Phone: (303) 335-4531
Email: aarond@Louisvilleco.gov

To Seller at:

Stephen D. Tebo
P.O. Box T
Boulder, CO 80306-1966
Attn: James Dixon

Facsimile: 303-447-0206
Telephone No.: 303-447-8326
Email: jdixon@tebopropertiles.com

8.6 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado.

8.7 Time Calculations. Unless otherwise indicated, all periods of time referred to in this Agreement shall refer to calendar days and shall include all Saturdays, Sundays and state or national holidays; provided that if the date to perform any act or give any notice with respect to this Agreement shall fall on a Saturday, Sunday, or state or national holiday in Denver, Colorado, such act or notice may be timely performed or given on the next succeeding day which is not a Saturday, Sunday or state or national holiday in Denver, Colorado. Each day shall be deemed to expire at 5:00 p.m. Mountain Standard Time.

8.8 Broker's Fees. Each of the Parties represents and warrants to the other that it has not employed, retained or otherwise utilized any broker or finder in connection with any of the transactions contemplated by this Agreement and no broker or person is entitled to any commission or finder's fees in connection with the transaction. To the extent permitted by law, the Parties each agree to indemnify and hold harmless one another against any loss, liability, damage, cost, claim or expense incurred by reason of any brokerage commission or finder's fee alleged to be payable because of any act, omission or statement of the indemnifying party.

8.9 Costs. If any legal action or any arbitration or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, each party shall be responsible for and pay its own attorneys' fees and other costs.

8.10 Partial Invalidity. In the event that any condition or covenant herein contained is held to be invalid or void by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect any other covenant or condition herein contained. If such condition, covenant or other provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

8.11 Special Taxing Districts.

SPECIAL TAXING DISTRICTS MAY BE SUBJECT TO GENERAL OBLIGATION INDEBTEDNESS THAT IS PAID BY REVENUES PRODUCED FROM ANNUAL TAX LEVIES ON THE TAXABLE PROPERTY WITHIN SUCH DISTRICTS. PROPERTY OWNERS IN SUCH DISTRICTS MAY BE PLACED AT RISK FOR INCREASED MILL LEVIES AND EXCESSIVE TAX BURDENS TO SUPPORT THE SERVICING OF SUCH DEBT WHERE CIRCUMSTANCES ARISE RESULTING IN THE INABILITY OF SUCH A DISTRICT TO DISCHARGE SUCH INDEBTEDNESS WITHOUT SUCH AN INCREASE IN MILL LEVIES. PURCHASER SHOULD INVESTIGATE THE DEBT

FINANCING REQUIREMENTS OF THE AUTHORIZED GENERAL OBLIGATION INDEBTEDNESS OF SUCH DISTRICTS, EXISTING MILL LEVIES OF SUCH DISTRICT SERVICING SUCH INDEBTEDNESS, AND THE POTENTIAL FOR AN INCREASE IN SUCH MILL LEVIES.

8.12 Further Acts. Each of the Parties hereto covenants and agrees with the other, upon reasonable request from the other, from time to time, to execute and deliver such additional documents and instruments and to take such other actions as may be reasonably necessary to give effect to the provisions of this Agreement.

8.13 Amendment. This Agreement shall not be amended, altered, changed, modified, supplemented or rescinded in any manner except by a written agreement executed by Purchaser and Seller.

8.14 Public Use Dedication Waived. The owner of the Land described in Exhibit A shall not be obligated to provide land or a fee-in-lieu payment to satisfy the City's Public Use Dedication requirement that would otherwise apply in connection with the Property Approvals or the Land Approvals. The foregoing shall not prohibit the City from requiring such a dedication or fee in-lieu thereof in the event there is a redevelopment of the Land which (a) is subsequent to the date that is three years after the date of City Council approval of the Land Approvals; and (b) proposes any new or increased density of residential use. Any development of the Land, and the Land Approvals, shall provide that all existing water taps, which serve any portion of the Seller's Land, and which Seller shall have the right to relocate within the Land at Seller's sole expense, shall remain available for future use on the Land without further tap fee cost to Seller; however, any additional water taps required for the development of the Land or the Land Approvals shall be provided to Seller by Purchaser in accordance with the City's then-current ordinances related to new required tap fees, including payment of then-applicable tap fees. The provisions of this Section shall survive Closing.

8.15 Subdivision of Property. Prior to Closing, Seller and Purchaser shall process the Subdivision Plat that is part of the Property Approvals and Land Approvals in order to plat the Seller's Land into three separate parcels to include the westerly sixty (60) feet to be conveyed or dedicated to the City, in accordance with that certain Contract for Purchase and Sale of Real Property ("Delo Contract") by and between Seller and DELO, LLC ("Delo"), at no expense to the City for right-of-way purposes ("Lot 3"), Lot 2, and the Land, together with the dedication of necessary and mutually acceptable, agreed-upon access, utility and other easements. The concept for the potential Subdivision Plat for Lot 2, Lot 3 and the Land are attached as Exhibit B; however, the final configuration of the lots, outlots, and easements shall be as determined through the platting process. It is a condition precedent to Closing that (a) the Subdivision Plat and Subdivision Agreement for Lot 2, Lot 3 and the Land be approved by Seller, Purchaser and Delo and recorded at or prior to Closing and (b) the Lot 3 closing under the Delo Contract occur at or prior to Closing. The legal description in the special warranty deed to be delivered from Seller to Purchaser shall conform to the Subdivision Plat and requirements of the Title Company. The foregoing shall not limit the ability of Seller and Purchaser to agree to a dedication of Lot 3 to the City of Louisville by a separate instrument at any time prior to Closing.

8.16 Rezoning. Prior to Closing, Seller and Purchaser shall process the Rezoning Application and Rezoning Agreement that is part of the Property Approvals and the Land Approvals to zone the Property to the mixed-use residential (MU-R) zone district provided for in Chapter 17.14 of the Louisville Municipal Code and to zone the Land to the Commercial Community (CC) district provided for in Chapter 17.14 of the Louisville Municipal Code, subject to the Rezoning Agreement. It is a condition precedent to Closing that the rezoning ordinance shall be finally effective prior to Closing and that the Rezoning Agreement be recorded at or prior to Closing. Staff will recommend within the Rezoning Agreement the following conditions:

1. Allowance for three (3) drive-thru businesses on the Land;
2. No required two story minimum building height;
3. No minimum lot coverage ratio in the Commercial Community portion of the Property;
4. Minimum 15 foot setback in the Commercial Community portion of the Property;
5. Allow a 5 year reprieve for grandfathered industrial uses to be introduced into or expanded within the confines of the buildings currently existing within the Land at the time of execution of this Agreement;
6. No required maximum parking restrictions;
7. Match the criteria listed on site plans for the Land as shown in Exhibit B; and,
8. A regional detention facility is intended to be constructed to serve an area that includes the Land (including all improvements on the Land). The regional detention facility is a project to be financed by a TIF revenue bond associated with public infrastructure for the DELO Phase II development ("Funding"). Should the Funding for the regional detention facility be provided, a fee-in-lieu payment by Seller will not be required by Purchaser for construction of such regional detention facility; however, the foregoing shall not be construed to prohibit the imposition of a customary and reasonable monthly City stormwater utility service fees or any other similar legislatively adopted fee, toll or charge, including without limitation a fee charged to users of the regional detention facility for maintenance and operation thereof. If the Funding for the regional detention facility is not provided, Seller shall have the option to accommodate the Land's stormwater detention requirements (i) upon the Land, (ii) with the City's cooperation and pending receipt of required approvals (which remain at the City's discretion), on the Highway 42 Right of Way, or (iii) by paying to the Purchaser at the time such requirements must be met a fee-in-lieu payment equal to the lesser of (a) $100,000.00 or (b) the Land's pro-rata share of the commercially reasonable total cost to construct and use the regional detention facility for development of a fixed amount of land which includes the Land, which pro-rata share shall be commercially reasonably determined by the City based upon demand, usage and/or other generally accepted methodologies. The provisions of this Section shall survive Closing.

The Parties agree and acknowledge that approval and final effectiveness of a rezoning ordinance and Rezoning Agreement are matters of legislative, quasi-judicial and/or administrative discretion and no assurances of the granting of such approvals are or have been made by Purchaser.

8.17 Improvements. Seller, at its expense, shall remove from Lot 2 the existing building and all other structures and personal property thereon, excepting only those items of personal property, if any, which the Seller and Purchaser in writing agree will be conveyed to Purchaser

by bill of sale, all of which shall occur before Purchaser commences construction of its parking lot on Lot 2 ("Lot 2 Start Date"), which construction commencement date is expected to begin prior to June 30, 2016, or an earlier date as mutually agreed upon by Purchaser and Seller. Purchaser will provide, to Seller, one hundred (180) days prior written notice of the Lot 2 Start Date, which notice shall include evidence that Purchaser's construction is fully designed, permitted and approved by the City Council for the City. If Seller fails to complete removal of the existing building and all other structures and personal property from Lot 2 by the date that is fifteen (15) calendar days prior to the Lot 2 Start Date, Purchaser, after providing not less than ten (10) business days prior written notice, may remove same at Seller's expense and Seller shall upon demand pay to Purchaser all reasonable costs incurred for such removal, including without limitation, all labor, materials, hauling, disposal, overhead, administrative and other costs, plus an additional surcharge of fifteen percent (15%) of such costs incurred. Amounts not paid upon demand shall bear interest at the rate of one-half percent (1/2%) percent per month until paid in full and Purchaser shall be entitled all administrative, legal and other reasonable fees and costs of collection. From the Closing Date until the Lot 2 Start Date, but in no event until later than June 30, 2016, Purchaser agrees to lease Lot 2 to Seller for the sum of One Dollar ($1.00) per month, on a month-to-month basis, with the understanding that Seller may sublease Lot 2, on a month-to-month basis to Seller's current or replacement tenants. The provisions of this Section shall survive Closing.

8.18 Temporary Construction Easement. After Closing, and upon request of Purchaser, Seller agrees to grant to Purchaser at no cost a temporary construction easement over the westernmost twenty (20) feet of the Land to facilitate the Purchaser's improvement of Lot 2. Such easement shall require Purchaser to restore any areas that may be damaged by its activities under said easement. Seller shall have no obligation to grant such temporary easement pursuant to this Section (a) more than seven (7) years after the date of Closing, or (b) if such easement materially conflicts with the use of, development of, or construction of improvements on, the Land. After Closing, and upon request of Seller, Purchaser agrees to grant to Seller at no cost a temporary construction easement over the easternmost twenty (20) feet of Lot 2 to facilitate the Seller's improvement of Land. Such easement shall require Seller to restore any areas that may be damaged by its activities under said easement. Purchaser shall have no obligation to grant such temporary easement pursuant to this Section (a) more than seven (7) years after the date of Closing, or (b) if such easement materially conflicts with the use of, development of, or construction of improvements on, Lot 2. Any temporary easement granted pursuant to this Section shall include provisions requiring non-disturbance of any buildings or structures then-existing within the easement area. The provisions of this Section shall survive Closing.

8.19 Purchaser does hereby acknowledge, represent, and agree to and with Seller that: (i) Purchaser is expressly purchasing the Property in its existing condition "AS IS, WHERE IS, AND WITH ALL FAULTS" with respect to all facts, circumstances, conditions and defects; (ii) Seller has no obligation to inspect for, repair or correct any such facts, circumstances, conditions or defects or to compensate Purchaser for same; (iii) Seller has specifically bargained for the assumption by Purchaser of all responsibility to inspect and investigate the Property and of all risk of adverse conditions and has structured the Purchase Price and other terms of the Agreement in consideration thereof; (iv) Purchaser has undertaken or will undertake all such inspections and investigations of the Property as Purchaser deems necessary or appropriate under the circumstances as to the condition of the Property and the suitability of the Property for

Purchaser's intended use, and based upon same, Purchaser is and will be relying strictly and solely upon such inspections and examinations and the advice and counsel of its own consultants, agents, legal counsel and officers and Purchaser is and will be fully satisfied that the Purchase Price is fair and adequate consideration for the Property; (v) Seller is not making and has not made any warranty or representation with respect to any materials or other data provided by Seller to Purchaser (whether prepared by or for the Seller or others) or the education, skills, competence or diligence of the preparers thereof or the physical condition or any other aspect of all or any part of the Property as an inducement to Purchaser to enter into the Contract and thereafter to purchase the Property or for any other purpose; and (vi) by reason of all the foregoing, Purchaser assumes the full risk of any loss or damage occasioned by any fact, circumstance, condition or defect pertaining to the Property. Without limiting the generality of any of the foregoing, and except as otherwise set forth herein or in the closing documents, Purchaser specifically acknowledges that Seller does not represent or in any way warrant the accuracy of any marketing information or documents describing the Property or the information, if any, provided by Seller to Purchaser.

8.20 Other. Without limiting the generality of the foregoing, upon Closing, Purchaser shall be deemed to have released any right to sue Seller or seek contribution or reimbursement from Seller or to join Seller in any litigation regarding environmental issues arising from contamination that occurred prior to Closing.

8.21 Tax Free Exchanges. If either party desires to purchase or sell the Property in connection with a tax-deferred exchange under Section 1031 of the Internal Revenue Code of 1986, that party (the "Exchanging Party") may assign its rights under this Agreement to a "qualified exchange intermediary" within the meaning of that said Section 1031. In such case, the other party (the "Non-Exchanging Party") shall sign such documents, and otherwise reasonably cooperate, as may be reasonably necessary to complete the tax-deferred exchange.

EXHIBIT A

LEGAL DESCRIPTION OF SELLER'S LAND

Block 18, Caledonia Place, described as follows:

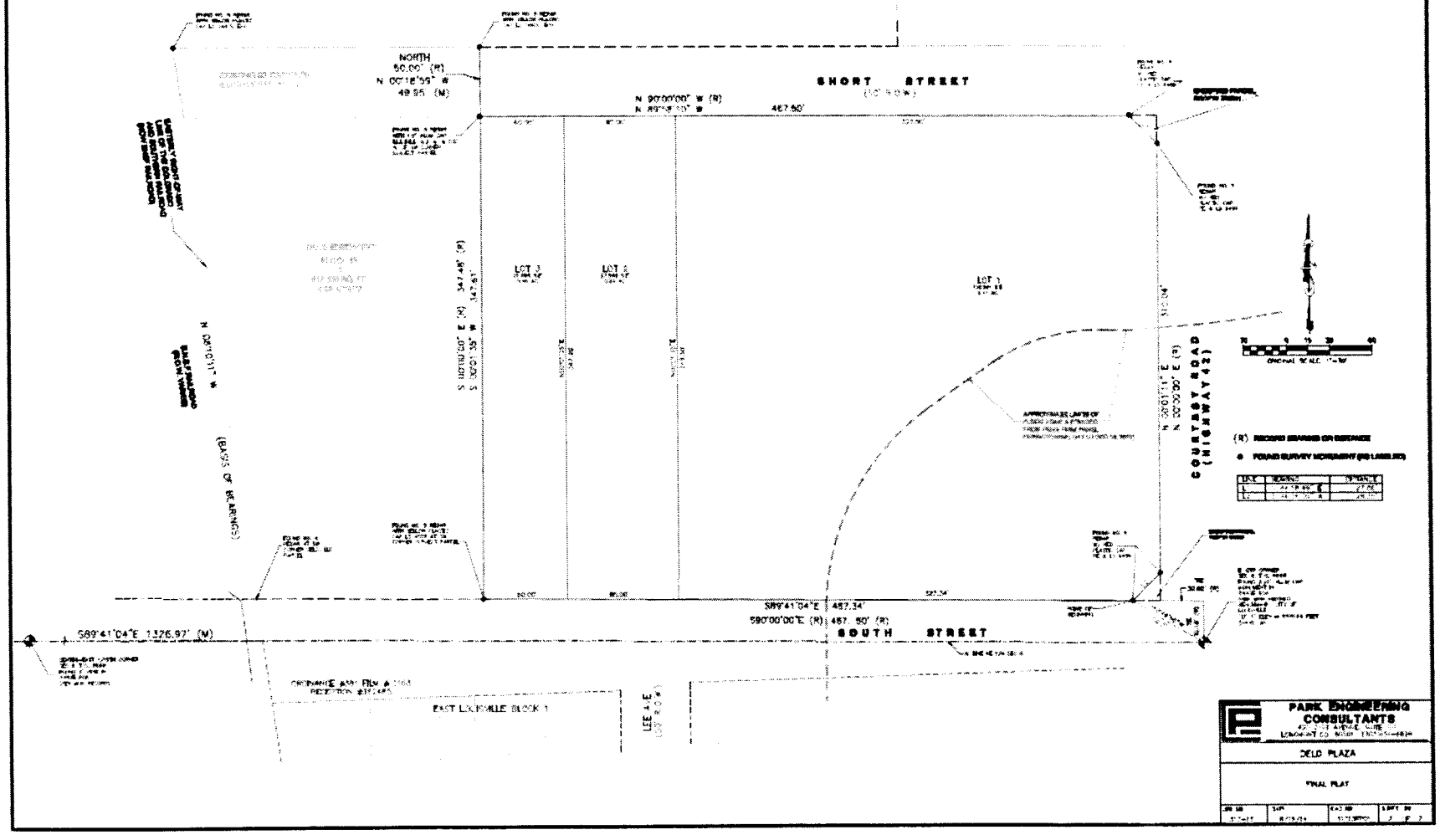
Parcel A:
Commencing at the southeast corner of Block 18, Caledonia Place; thence along the south line of said Block 18, north 89 degrees 42 minutes west 243.75 feet to the true point of beginning; thence continuing north 89 degrees 42 minutes west 243.75 feet; thence north 347.48 feet; thence east 243.75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

Exhibit B
Concept Plan for Subdivision Plat

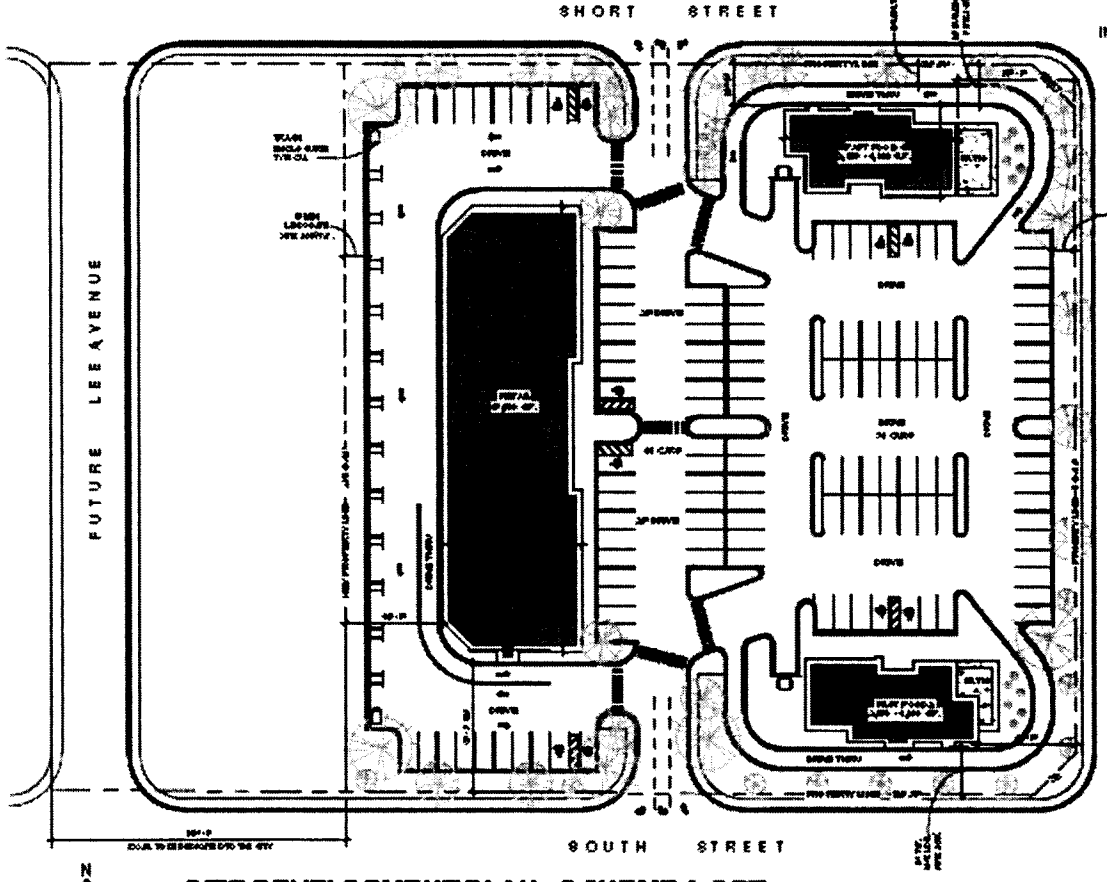
DRAFT

FINAL PLAT
DELO PLAZA SUBDIVISION
A REPLAT OF A PORTION OF BLOCK 18, CALEDONIA PLACE
LOCATED IN THE NORTHEAST QUARTER OF SECTION 8, TOWNSHIP 1 SOUTH
RANGE 69 WEST OF THE 6TH PRINCIPAL MERIDIAN
CITY OF LOUISVILLE, COUNTY OF BOULDER, STATE OF COLORADO
SHEET 2 OF 2



20

DRAFT



LAND USE DATA:

LAND AREA: 121,009.81 S.F

PROPOSED RETAIL: 15,500 S.F.

PROPOSED FAST FOOD 1: 2,850 S.F. - 4,000 S.F.

PROPOSED FAST FOOD 2: 4,000 S.F. - 4,000 S.F.

PARKING REQUIRED:

PARKING SHALL COMPLY WITH THE FOLLOWING PARKING RATIOS IN LIEU OF THE ZONING ORDINANCE:

RETAIL: 1 SPACE/250 S.F.

RESTAURANT: 1 SPACE/125 S.F.

OFFICE: 1 SPACE/300 S.F.

PARKING PROVIDED: 140 CARS

GENERAL NOTES:

1. THIS PARCEL SHALL BE ALLOWED 5 DRIVE THROUGH BUSINESSES.
2. 10' MINIMUM SET BACK AT ALL PROPERTY LINES.
3. THIS DEVELOPER SHALL NOT BE REQUIRED TO BUILD 2 STORY STRUCTURES. 1 STORY STRUCTURES ARE ALLOWED.
4. NO MAXIMUM BUILDING SET BACKS ARE REQUIRED. 20' MINIMUM BUILDING SET BACK.
5. NO MINIMUM BUILDING COVERAGE IS REQUIRED.
6. CITY OF LOUISVILLE SHALL NOT REQUIRE ON SITE DETENTION FOR THIS PARCEL.
7. NO MAXIMUM PARKING RESTRICTIONS SHALL BE ENFORCED.

N

1 **SITE DEVELOPMENT PLAN - SCHEME A OPT 1**

1" = 50'-0"

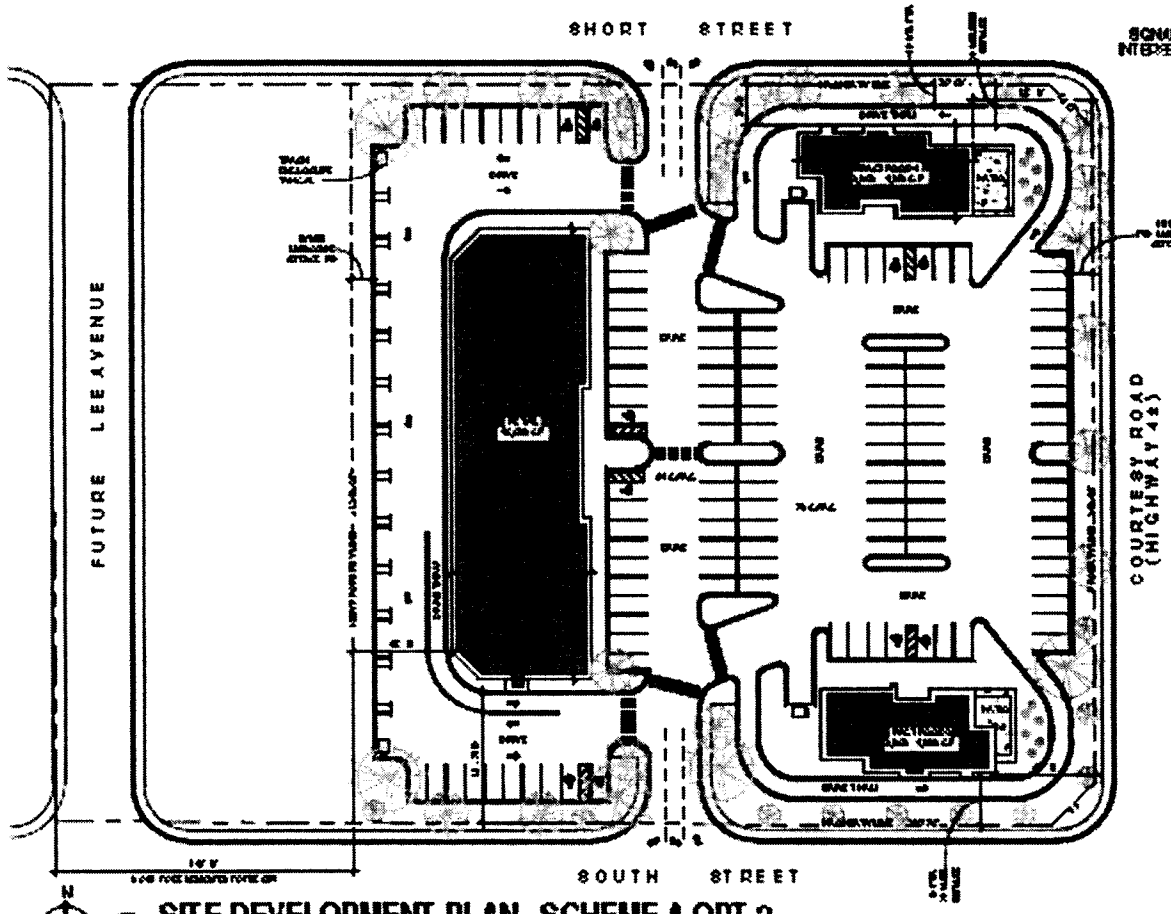
0' 25' 50' 100' 200'

[illegible]	LOUISVILLE RETAIL CENTER	DATE / NO. / DESCRIPTION	DRAWINGS PREPARED FOR: TEBO DEVELOPMENT CO	PROJECT NUMBER 04008	SITE PLAN - SCHEME A OPT 1
	NW CORNER HWY 42 & SOUTH ST.			PROJECT CODE LRC	
				MANAGER MO	SHEET NUMBER SP.1
				ARCHITECT NOOK	

COPYRIGHT © PMM ARCHITECTS AND PLANNERS, INC. 2010

21

DRAFT



SITE DEVELOPMENT PLAN - SCHEME A OPT 2

1" = 50'-0"

LAND USE DATA:

LAND AREA: 121,009.51 S.F.

PROPOSED RETAIL: 15,000 S.F.

PROPOSED FAST FOOD 1: 2,250 S.F. - 4,000 S.F.

PROPOSED FAST FOOD 2: 4,000 S.F. - 4,000 S.F.

PARKING REQUIRED:

PARKING SHALL COMPLY WITH THE FOLLOWING PARKING RATIOS IN LIEU OF THE ZONING ORDINANCE:

RETAIL: 1 SPACE/250 S.F.

RESTAURANT: 1 SPACE/125 S.F.

OFFICE: 1 SPACE/300 S.F.

PARKING PROVIDED: 134 CARS

GENERAL NOTES:

1. THIS PARCEL SHALL BE ALLOWED 3 DRIVE THROUGH BUSINESSES.
2. 10' MINIMUM SETBACK AT ALL PROPERTY LINES.
3. THIS DEVELOPER SHALL NOT BE REQUIRED TO BUILD 2 STORY STRUCTURES. 1 STORY STRUCTURES ARE ALLOWED.
4. NO MAXIMUM BUILDING SETBACKS ARE REQUIRED. 30' MINIMUM BUILDING SETBACK.
5. NO MINIMUM BUILDING COVERAGE IS REQUIRED.
6. CITY OF LOUISVILLE SHALL NOT REQUIRE ON SITE DETENTION FOR THIS PARCEL.
7. NO MAXIMUM PARKING RESTRICTIONS SHALL BE ENFORCED.

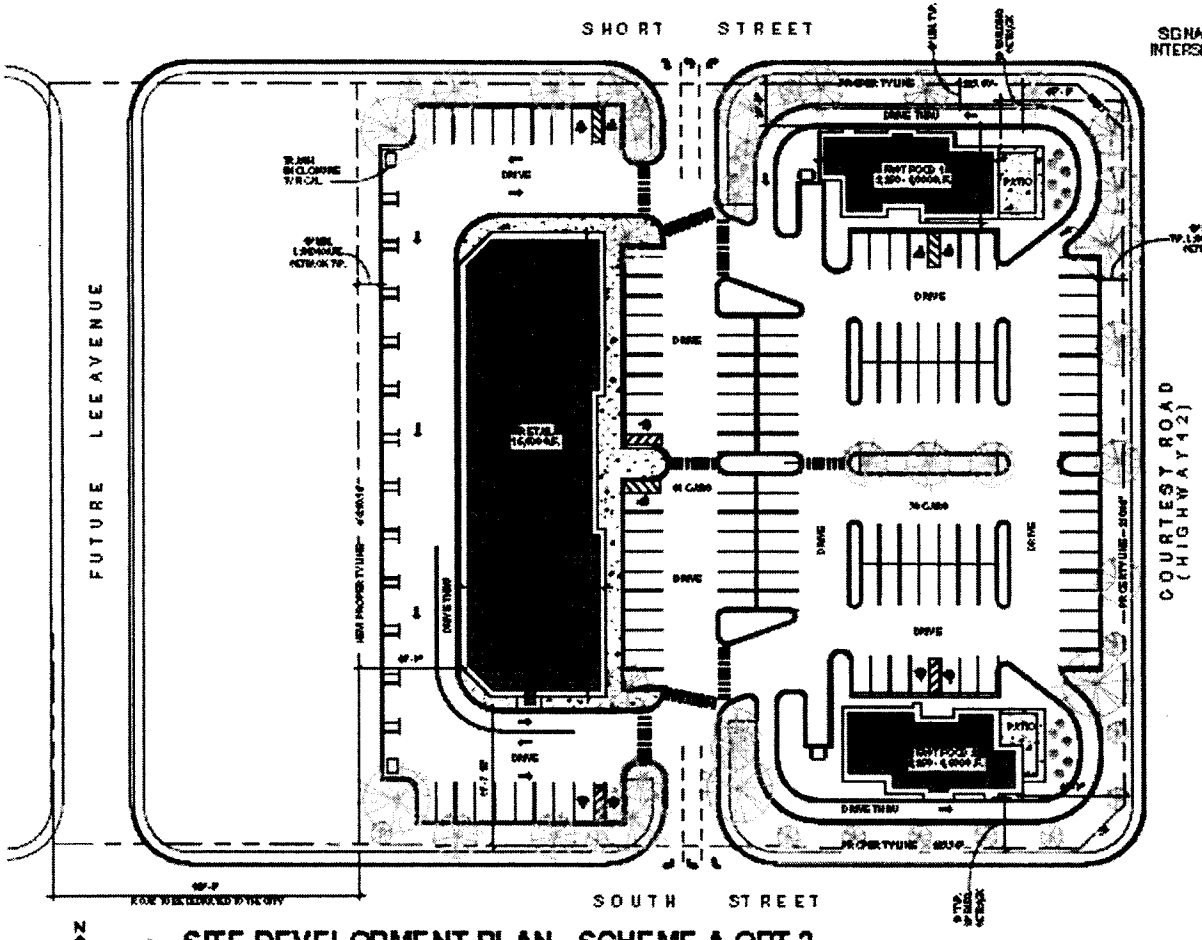
0 25' 50' 100' 200'

[illegible]	LOUISVILLE RETAIL CENTER	DATE / NO. / DESCRIPTION	DRAWINGS PREPARED FOR TEBO DEVELOPMENT CO	PROJECT NUMBER [illegible]	SITE PLAN - SCHEME A OPT 2
	NW CORNER HWY 42 & SOUTH ST.			PROJECT CODE LRC	
				MANAGER N.O.	SHEET NUMBER SP.2
				ARCHITECT NOOK	

COPYRIGHT © PWI ARCHITECTS AND PLANNERS, INC. 2010

22

DRAFT



SITE DEVELOPMENT PLAN - SCHEME A OPT 3

1" = 50'-0"

LAND USE DATA:

LAND AREA: 121,009.81 S.F.

PROPOSED RETAIL: 15,500 S.F.

PROPOSED FAST FOOD 1: 2,850 S.F. - 4,000 S.F.

PROPOSED FAST FOOD 2: 4,000 S.F. - 4,000 S.F.

PARKING REQUIRED:

PARKING SHALL COMPLY WITH THE FOLLOWING PARKING RATIOS IN LIEU OF THE ZONING ORDINANCE:

RETAIL: 1 SPACE/250 S.F.

RESTAURANT: 1 SPACE/125 S.F.

OFFICE: 1 SPACE/300 S.F.

PARKING PROVIDED: 140 CARS

GENERAL NOTES:

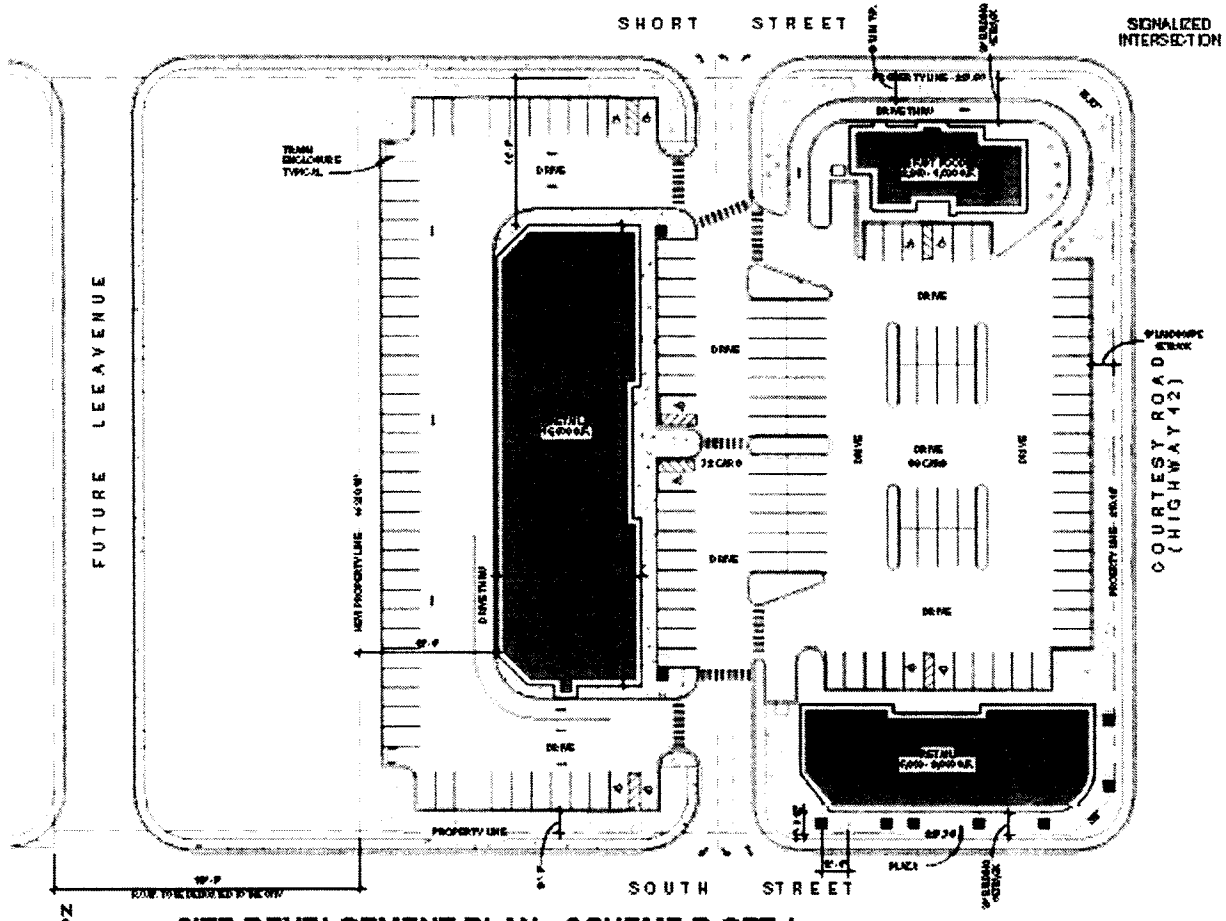
1. THIS PARCEL SHALL BE ALLOWED 3 DRIVE THROUGH BUSINESSES.
2. 10' MINIMUM SETBACK AT ALL PROPERTY LINES.
3. THIS DEVELOPER SHALL NOT BE REQUIRED TO BUILD 2 STORY STRUCTURES. 1 STORY STRUCTURES ARE ALLOWED.
4. NO MAXIMUM BUILDING SETBACKS ARE REQUIRED. 20' MINIMUM BUILDING SETBACK.
5. NO MINIMUM BUILDING COVERAGE IS REQUIRED.
6. CITY OF LOUISVILLE SHALL NOT REQUIRE ON SITE DETENTION FOR THIS PARCEL.
7. NO MAXIMUM PARKING RESTRICTIONS SHALL BE ENFORCED.

0' 25' 50' 100' 200'

[illegible] CORTLLA AVE SUITE [illegible] GREENWOOD VILLAGE, CO [illegible]	LOUISVILLE RETAIL CENTER	DATE / NO. / DESCRIPTION	DRAWINGS PREPARED FOR: TEBO DEVELOPMENT CO	PROJECT NUMBER [illegible]	SITE PLAN - SCHEME A OPT 3
	NW CORNER HWY 42 & SOUTH ST.			PROJECT CODE LRC	
				MANAGER M.O.	SHEET NUMBER
				ARCHITECT NOOK	SP.3

COPYRIGHT © [illegible] ARCHITECTS AND PLANNERS, INC. 2010

DRAFT



LAND USE DATA:

LAND AREA: 121,009.81 S.F.

PROPOSED RETAIL 1: 15,500 S.F.

PROPOSED RETAIL 2: 5 - 9,000 S.F

PROPOSED FAST FOOD: 2,950 - 4,000 S.F

PARKING REQUIRED:

PARKING SHALL COMPLY WITH THE FOLLOWING PARKING RATIOS IN LIEU OF THE ZONING ORDINANCE

RETAIL: 1 SPACE/250 S.F.

RESTAURANT: 1 SPACE/125 S.F.

OFFICE: 1 SPACE/300 S.F.

PARKING PROVIDED: 144 CARS

GENERAL NOTES:

1. THIS PARCEL SHALL BE ALLOWED 3 DRIVE THROUGH BUSINESSES.
2. 10' MINIMUM SET BACK AT ALL PROPERTY LINES.
3. THIS DEVELOPER SHALL NOT BE REQUIRED TO BUILD 2 STORY STRUCTURES. 1 STORY STRUCTURES ARE ALLOWED.
4. NO MAXIMUM BUILDING SETBACKS ARE REQUIRED. 20' MINIMUM BUILDING SET BACK.
5. NO MINIMUM BUILDING COVERAGE IS REQUIRED.
6. CITY OF LOUISVILLE SHALL NOT REQUIRE ON SITE DETENTION FOR THIS PARCEL.
7. NO MAXIMUM PARKING RESTRICTIONS SHALL BE ENFORCED.

N

1 SITE DEVELOPMENT PLAN - SCHEME B OPT 1

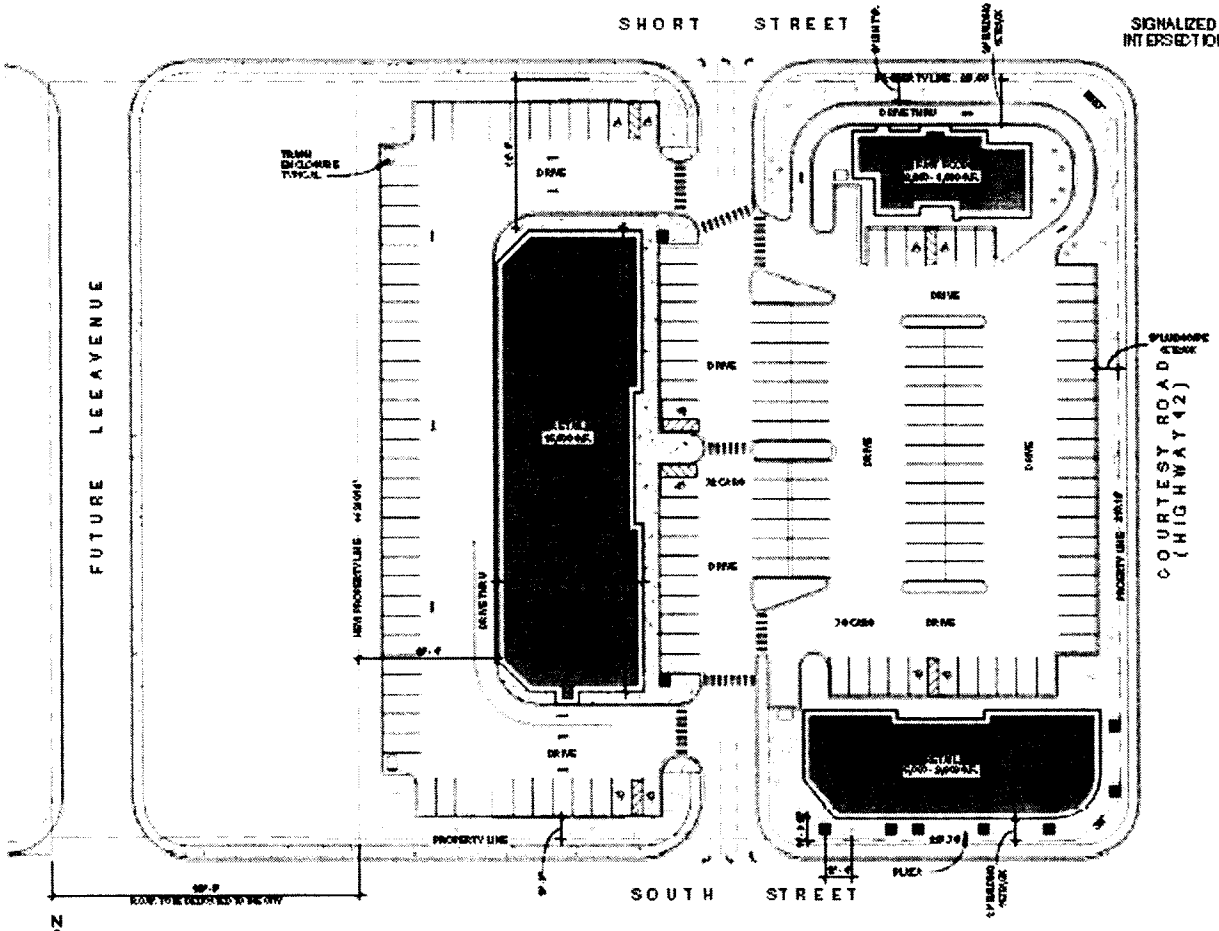
1" = 50'-0"

0 25' 50' 100 200'

GREENWOOD VILLAGE, CO	LOUISVILLE RETAIL CENTER	DATE / NO. / DESCRIPTION	DRAWINGS PREPARED FOR: TEBO DEVELOPMENT CO	PROJECT NUMBER 080008	SITE PLAN - SCHEME B OPT 1
	NW CORNER HWY 42 & SOUTH ST.			PROJECT CODE LRC	SHEET NUMBER
				MANAGER M.O.	SP.4
				ARCHITECT NOOK	

COPYRIGHT © PAN ARCHITECTS AND PLANNERS, INC. 2010

DRAFT



LAND USE DATA:

LAND AREA: 121,009.81 S.F.

PROPOSED RETAIL 1: 15,500 S.F.

PROPOSED RETAIL 2: 5 - 9,000 S.F

PROPOSED FAST FOOD: 2,850 - 4,000 S.F

PARKING REQUIRED:

PARKING SHALL COMPLY WITH THE FOLLOWING PARKING RATIOS IN LIEU OF THE ZONING ORDINANCE:

RETAIL: 1 SPACE/250 S.F.

RESTAURANT: 1 SPACE/125 S.F.

OFFICE: 1 SPACE/300 S.F.

PARKING PROVIDED: 151 CARS

GENERAL NOTES:

1. THIS PARCEL SHALL BE ALLOWED 3 DRIVE THROUGH BUSINESSES.
2. 10' MINIMUM SETBACK AT ALL PROPERTY LINES.
3. THIS DEVELOPER SHALL NOT BE REQUIRED TO BUILD 2 STORY STRUCTURES. 1 STORY STRUCTURES ARE ALLOWED.
4. NO MAXIMUM BUILDING SETBACKS ARE REQUIRED. 20' MINIMUM BUILDING SETBACK.
5. NO MINIMUM BUILDING COVERAGE IS REQUIRED.
6. CITY OF LOUISVILLE SHALL NOT REQUIRE ON SITE DETENTION FOR THIS PARCEL.
7. NO MAXIMUM PARKING RESTRICTIONS SHALL BE ENFORCED.

N

1 SITE DEVELOPMENT PLAN - SCHEME B OPT 2

1" = 50'-0"

0' 25' 50' 100' 200'

[illegible]	LOUISVILLE RETAIL CENTER	DATE / NO. / DESCRIPTION	DRAWINGS PREPARED FOR: TEBO DEVELOPMENT CO	PROJECT NUMBER 0W00W	SITE PLAN - SCHEME B OPT 2
	NW CORNER HWY 42 & SOUTH ST.			PROJECT CODE LRC	
				MANAGER M.O.	SHEET NUMBER SP.5
				ARCHITECT NOOK	

COPYRIGHT © NOOK ARCHITECTS AND PLANNERS, INC. 2010

IN WITNESS WHEREOF, the parties to this Agreement have set forth their hand, to be effective as of the Effective Date.

PURCHASER:

CITY OF LOUISVILLE, COLORADO

By: _____
Robert P. Muckle, Mayor

ATTEST:

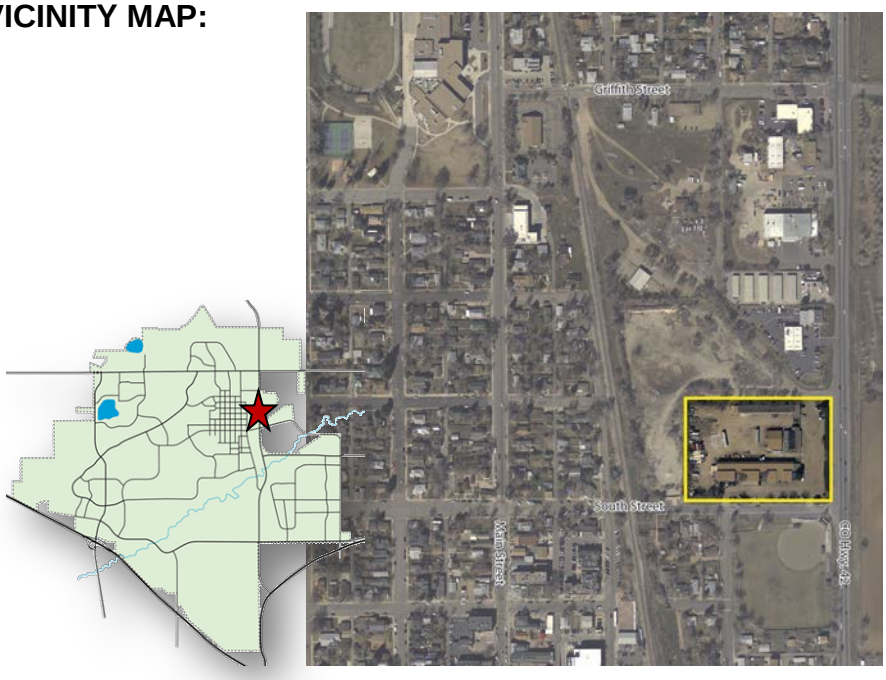
By: _____
Nancy Varra

SELLER:

By: _____
Stephen D. Tebo

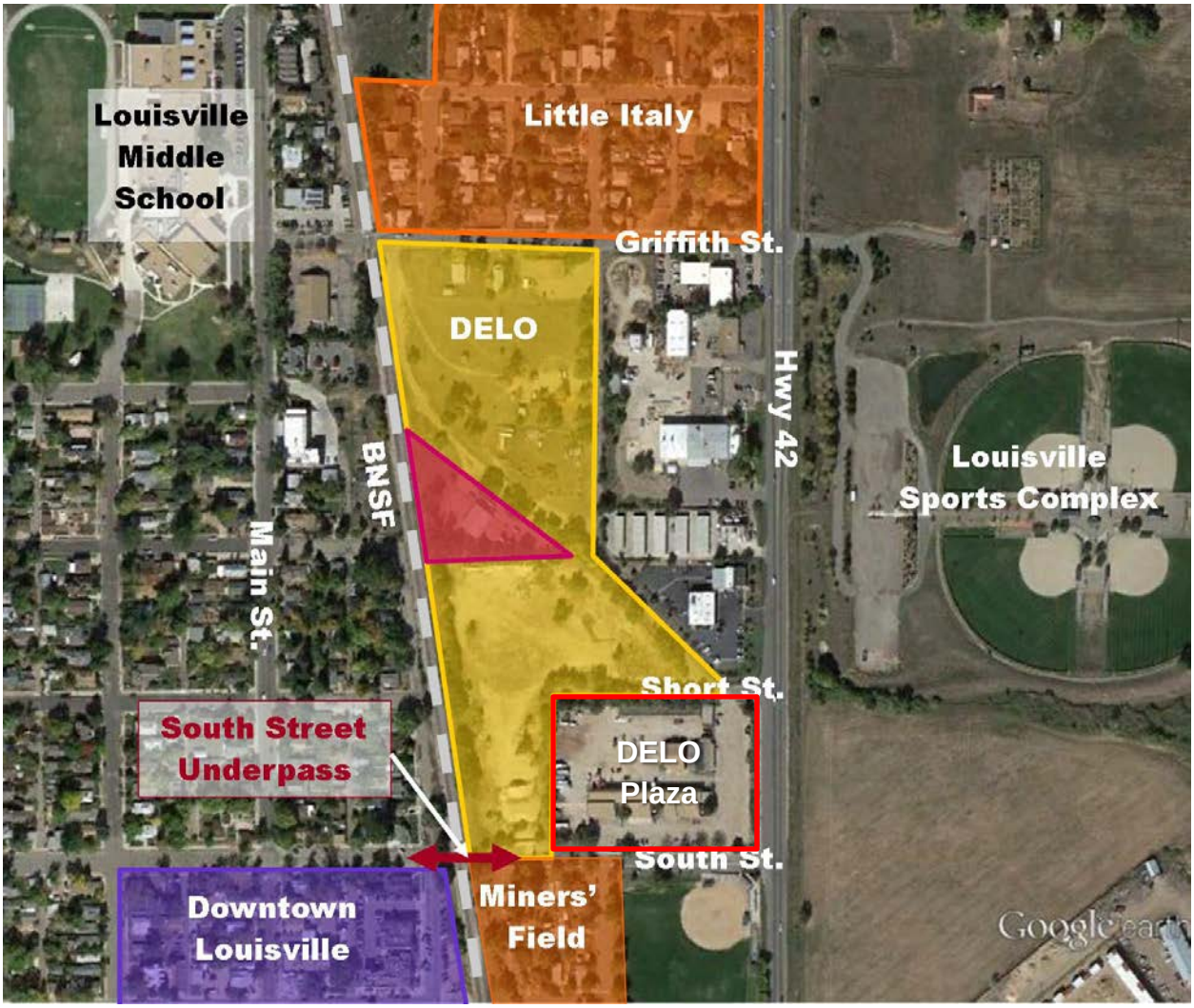
ITEM:	Case #14-035-FS/FP/ZN/UR, DELO Plaza
PLANNER:	Sean McCartney, Principal Planner
APPLICANT:	Tebo Properties, Inc. 3111 28th Street Boulder, CO, 80301
OWNER:	Tebo Properties, Inc. (Steven Tebo) 3111 28th Street Boulder, CO, 80301
REPRESENTATIVE:	Justin McClure
ZONING:	Industrial (I)
LOCATION:	1055 Courtesy Road (NW corner of Hwy. 42 and South St.)
LEGAL DESCRIPTION:	Block 18, less 200 SF in NE corner & less 200 SF in SE corner, Caledonia
TOTAL AREA:	3.9 acres
REQUEST:	A request to approve Resolution 11, Series 2015, a resolution recommending 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 Highway 42 Revitalization Area.

VICINITY MAP:



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.



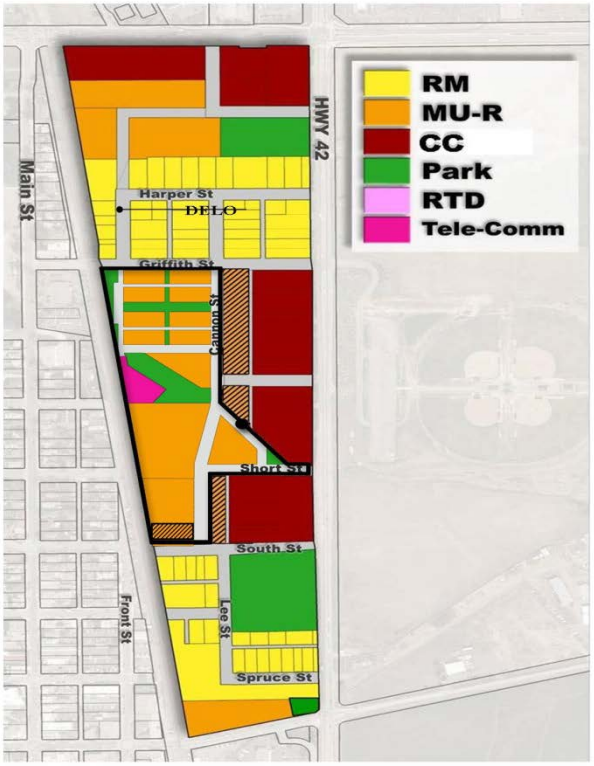
Louisville Municipal Code (LMC) requires this redeveloping property be rezoned from the Industrial (I) Zone District to: the Mixed Use Community Commercial (MU-CC) Zone District along Highway 42, and to the Mixed-Use Residential (MU-R) Zone District along Cannon Street.

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 2003 to define a vision for the area compatible with Downtown Louisville, adjacent neighborhoods, and oriented toward the future RTD investment. The Framework Plan included a requirement to continue Louisville's interconnected traditional street network.

EXHIBIT A



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,

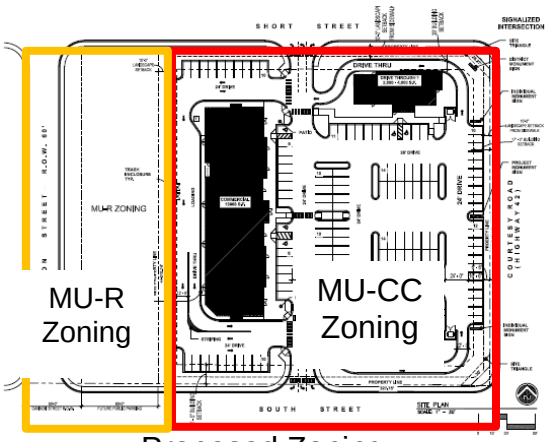
6. Continue to improve the walkability and bicycle friendliness of Downtown and Old Town.

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.



Proposed Zoning

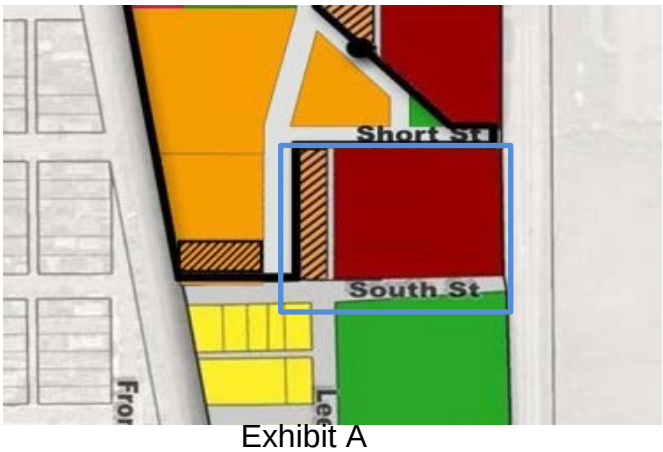


Exhibit A

The applicant is seeking the following zone district classifications:

<u>Commercial Community Zone District (CC)</u> – 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."*

<u>Mixed-Use Residential Zone District (MU-R)</u> – 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.

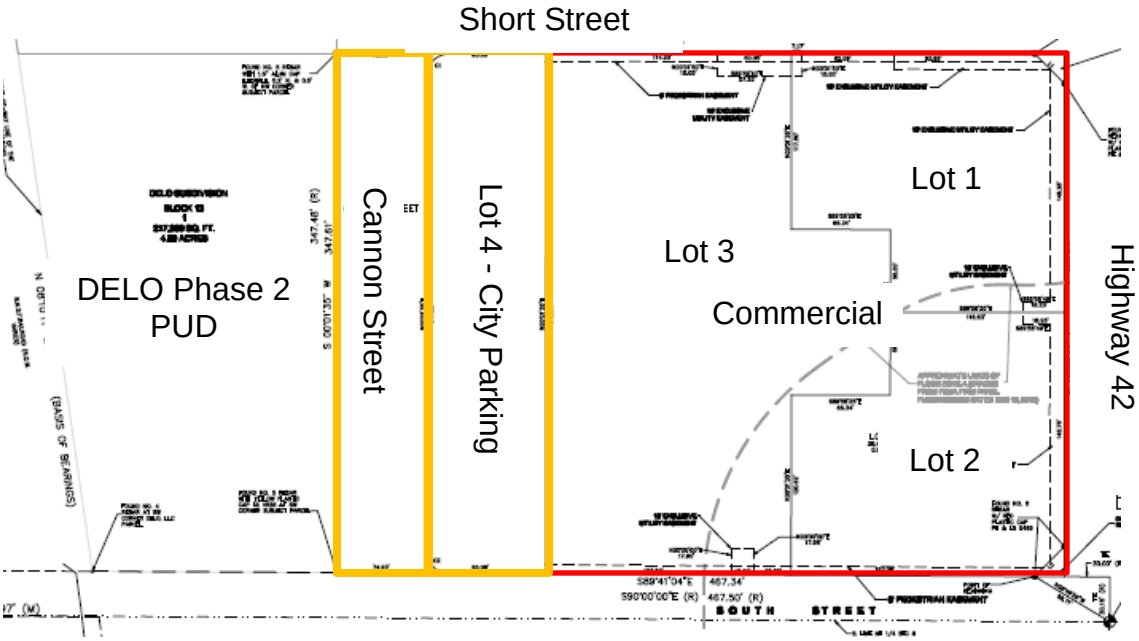
The proposed rezoning matches Exhibit A of the MUDDSG.

Final Subdivision Plat
The proposed final subdivision plat provides 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 comprise the commercial component of the property:

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



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 the 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 in compliant with the MUDDSG providing a 393 foot east/west Block from Highway 42 to Cannon Street. The CC zone district permits a 400 foot block.

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 sports complexes.

Land Use
The proposed land uses of this development (retail, restaurant, office, municipal parking) are listed 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	*Commercial Retail*	Max. 15,000 SF	1 Story	1/300 SF = 45 spaces	143 total	1/250
	Drive Thru 1 Eating	Max. 4,000 SF	1 Story	Min.1/300 SF Max.125% of minimum req'd spaces		1/125
	Drive Thru 2 Commercial (Bank)	Max. 4,000 SF	1 Story	Min.1/400 Max.125% of minimum req'd spaces		1/125
MU-R	*Municipal Public Parking*	N/A	N/A		79 spaces	

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

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, but only 77 parking spaces are needed for the maximum 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. Refer to staff's discussion of the parking waiver in the Waiver Section below.

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. Refer to the discussion of the parking lot landscaping in the Waiver Section below.

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
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). Please see staff's discussion regarding parking lot landscaping in the "Waiver Analysis" below.

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.

The CDDSG requires the following:

1. One square feet of sign area per linear foot,

2. All copy, including retailer's logo's and character height, shall not exceed 24 inches in height.

Staff recommends all building mounted signs must 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):

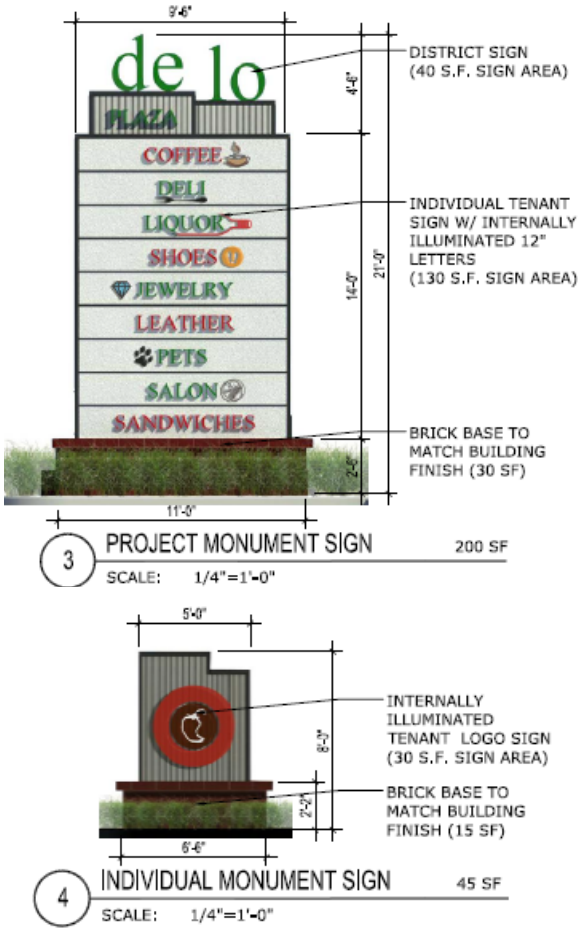
2. Maximum height of monument signs shall be 21 feet,

3. Maximum area of monument signs shall be 200 square feet,

3. One (1) project monument sign that contains the name of the project and names of the individual tenants shall be provided,

4. Two (2) individual monument signs for free standing buildings shall be provided,

5. One (1) district monument sign shall be provided,



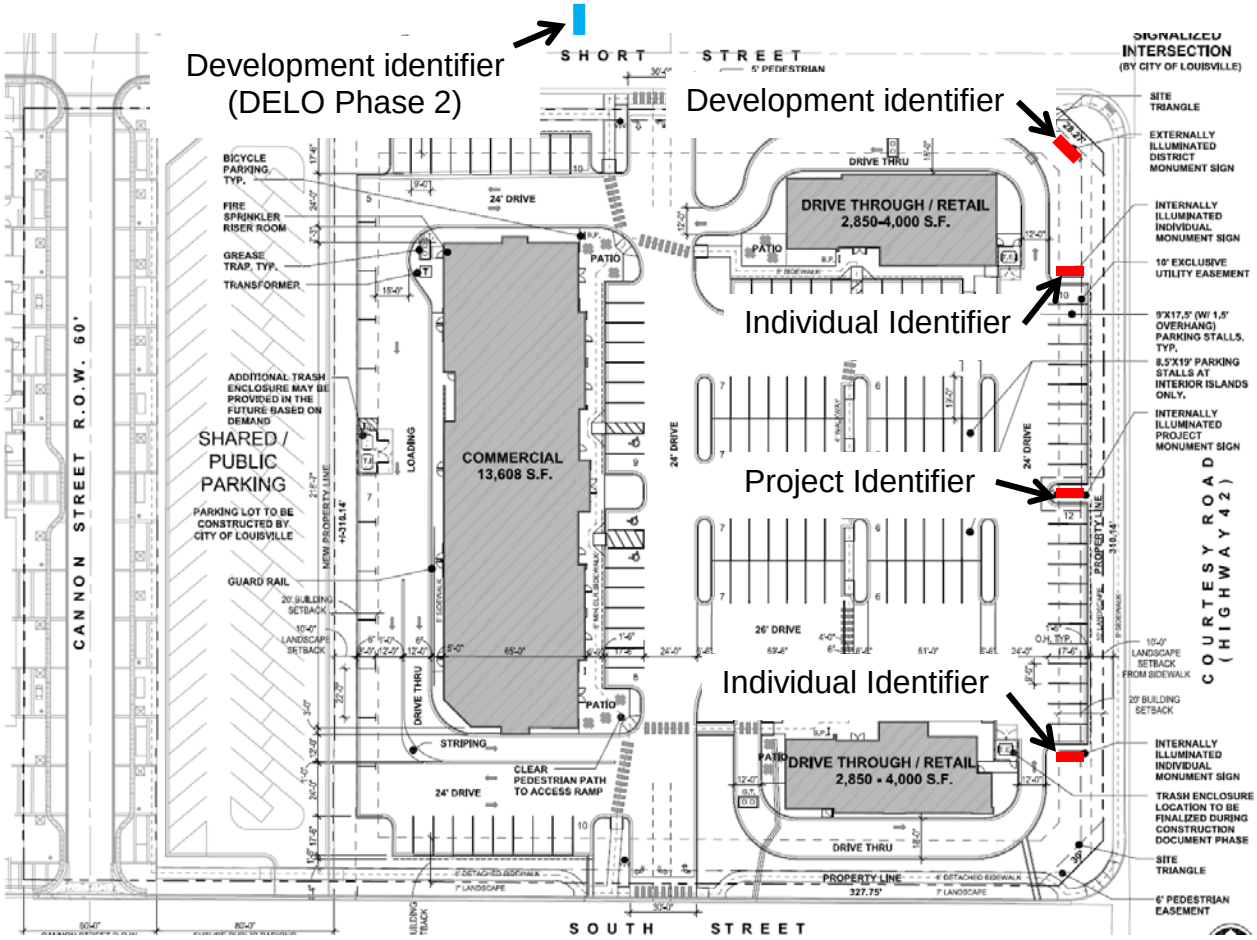
The CDDSG requires the following:

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 four 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 must 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."

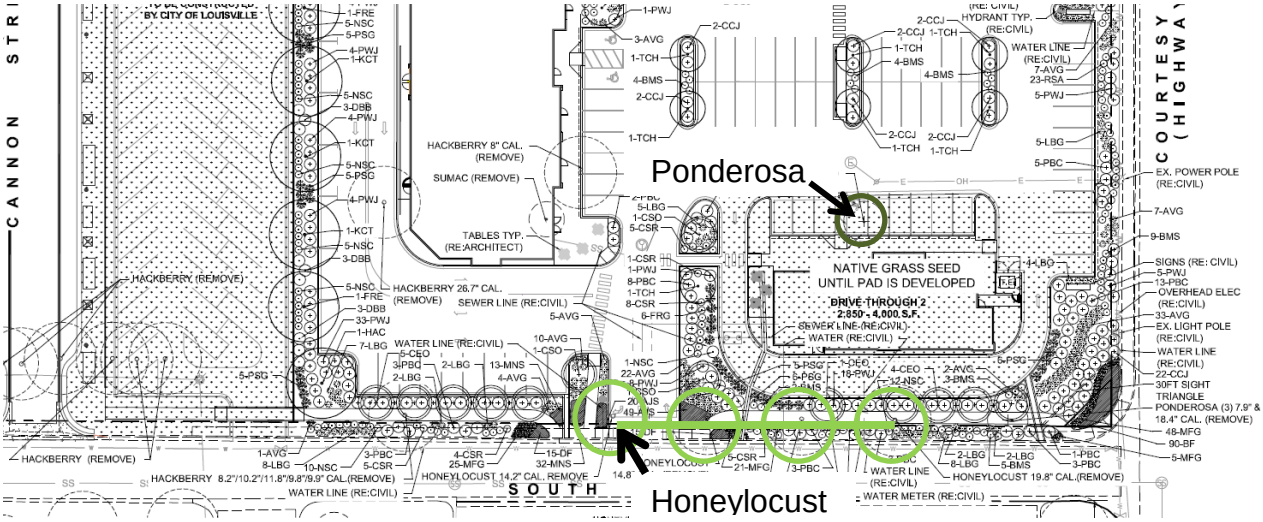
The intent is also *to "create the appearance of development that occurred over a period of time, architectural features of new developments, including rooflines, materials, colors, door and window patterns, and decorative elements, should vary in form and style."* The requirement of creating architecture *"that occurred over a period of time"* is difficult to attain without creating a theme-based architectural style.

Staff believes the proposed architecture is an improvement on the architecture which was originally proposed:

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 need to be preserved, as well as some Ponderosa Pines:

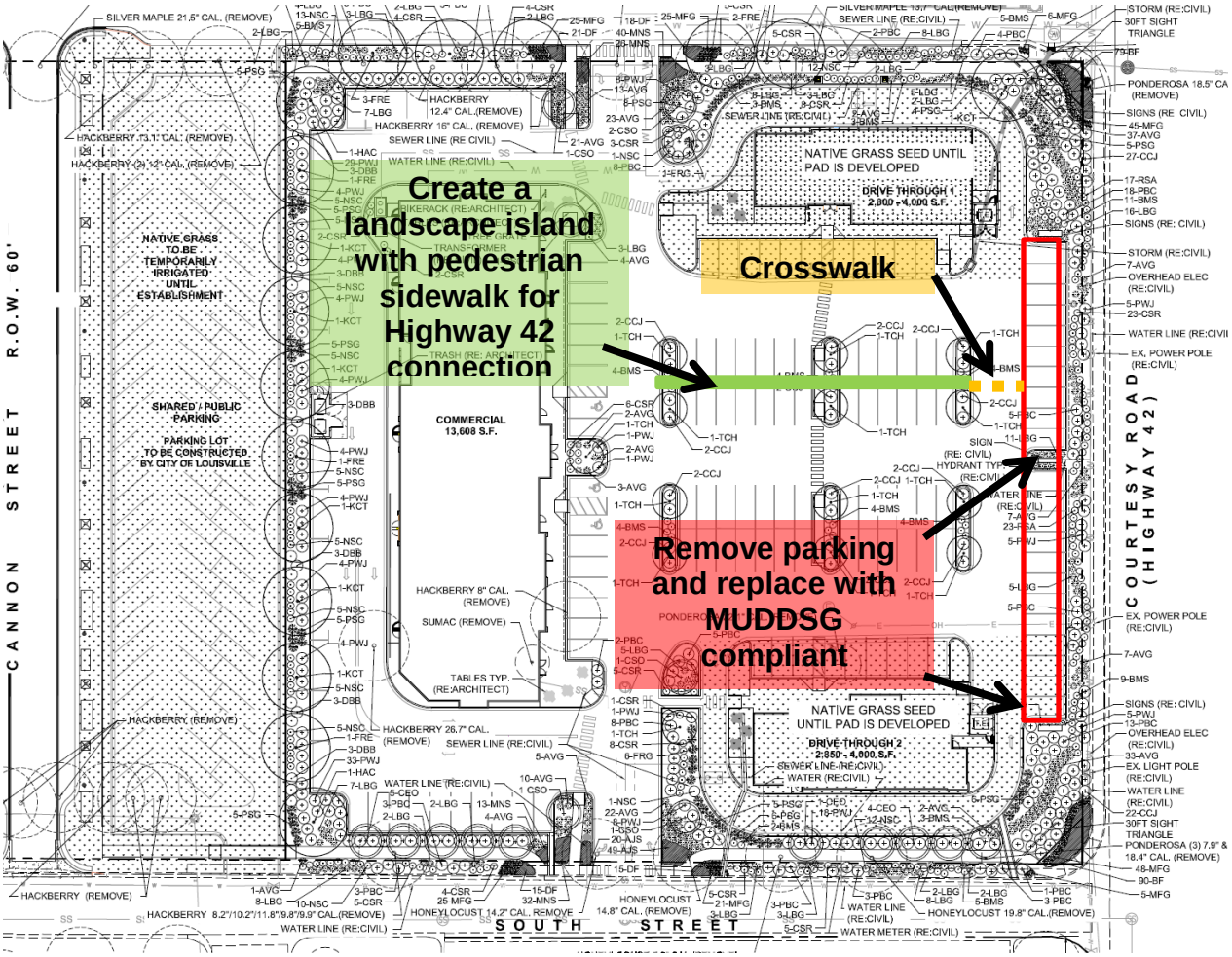


Staff understands some of the existing trees must be removed for the property to be redeveloped, such as the Ponderosa. However, some of the Honeylocusts along South Street could be saved if the sidewalk design is modified at the construction drawing phase.

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 since 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.

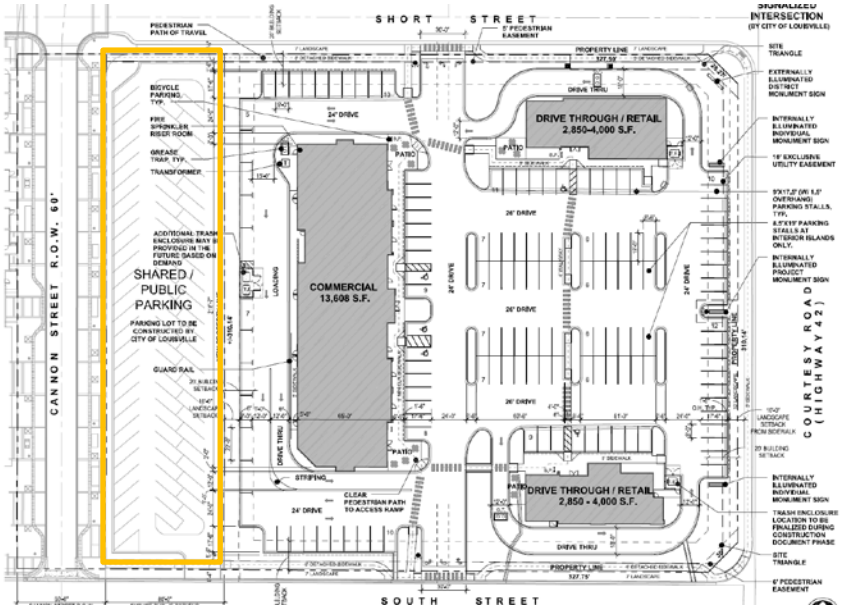
Parking Ratio
The request of a greater parking ratio allows the developer more flexibility in commercial land uses. However, an increase in parking ratio also decreases the amount of landscaping coverage. Staff would support the parking increase with two conditions:

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, and the construction of the "woonerf" on DELO Phase 2. 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.

STAFF RECOMMENDATION:
Cities evolve overtime. While it is a goal that every development application exceeds the City's criteria for investment, the LMC allows incremental developments, with waivers justified by public improvements and opportunities which position the property and the surrounding neighborhood to excel in the long-term, to be recommended by staff for Planning Commission and City Council consideration.

The proposal submitted and waivers requested alone do not meet the City's criteria for investment. Staff believes this property, with the soon to be constructed South Street Gateway (putting Downtown Louisville within a five minute walk), the approved Hwy 42 Plan, and the recommended DELO mixed use development, could facilitate higher development intensities with a more walkable environment.

Staff also believes this proposal, with the land purchase opportunity for public parking, the platting of Cannon Street, and recommended conditions of approval, meets the LMC requirements and positions this property and the surrounding neighborhood for continued private investments which will eventually exceed expectations established in the Hwy 42 Framework Plan and the MUDDSG.

Staff acknowledges some elements of the PUD plan are not in line with the intent of the MUDDSG, such as having a setback greater than 60 feet from Highway 42 and no building entrances facing Highway 42. However, staff believes the City will benefit from the property being improved, the platting of Cannon Street, and the opportunity to create public parking for Miners' Field and Downtown Louisville. The additional retail opportunities proposed on this site provide residents, business owners, and sports complex users new shopping conveniences within a safe walking environment.

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 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.

ATTACHMENTS:

1. Resolution No. 11, Series 2015
2. Application documents – Land Use Application, Letter of Intent, etc.
3. Final Plat
4. Final PUD
5. Public Works Memo – dated February 11, 2015
6. Highway 42 Sidewalk Exhibit
7. Resolution 62, Series 2014 (Land Purchase Agreement)

- **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
    - <u>Lot 1 (27,775 SF or .64 acres)</u> – Lot 1 is shown on the PUD as a drive thru use.
    - <u>Lot 2 (28,426 SF or .65 acres)</u> – Lot 2 is shown on the PUD as a drive thru use.
    - <u>Lot 3 (64,639 SF or 1.48 acres)</u> – Lot 3 is shown with a multi-unit commercial building.
        - Lots 1-3 achieve access from Short and South Street
    - <u>Lot 4 (27,752 SF or .64 acres)</u> – 79 space municipal parking lot
    - <u>Cannon Street Right-of-way</u> – DeLo Phase 2 Woonerf
        - <u>Block Design</u> – 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.

City Council - Public Hearing

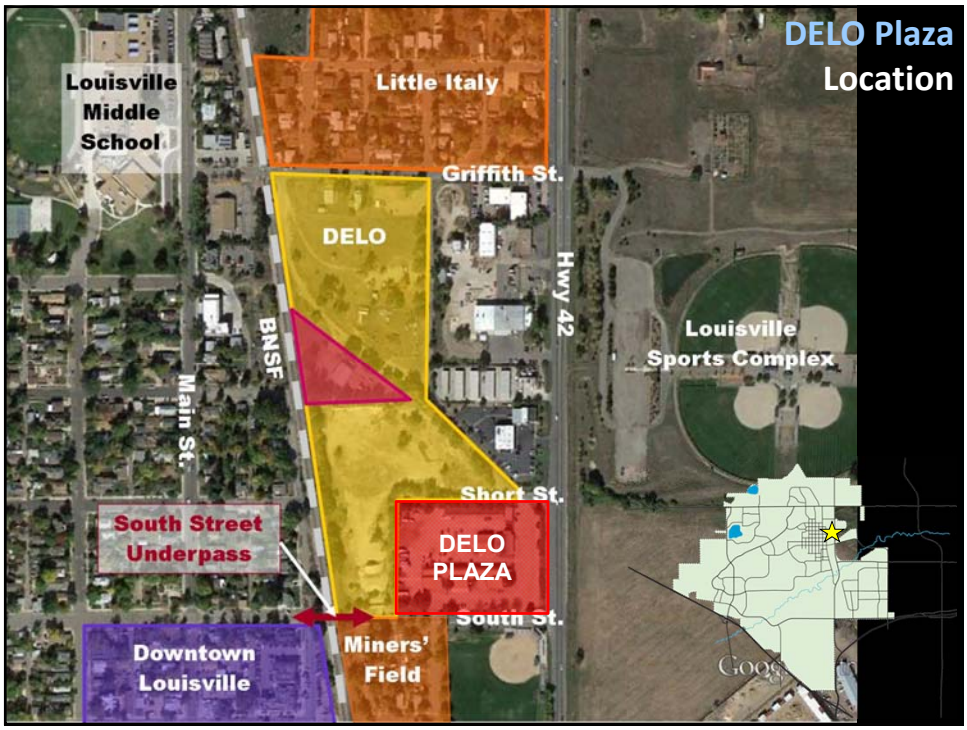
DELO Plaza

Rezoning, Final Plat, Final PUD, and SRU

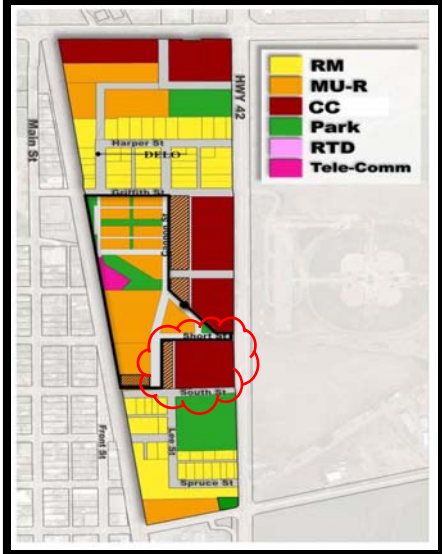
ORDINANCE NO. 1963, SERIES 2O15
An ordinance approving a rezoning of a 3.9-acre parcel of land located at 1055 Courtesy Road from City of Louisville Industrial (I) Zoning to City of Louisville Commercial Community (CC) and City of Louisville Mixed-Use Residential (MU-R)

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. The redevelopment includes the addition of approximately 19,308-23,000 sf of commercial space.

Presented By:
Department of Planning and Building Safety



DELO Plaza
Rezoning, Final Plat, PUD, and SRU



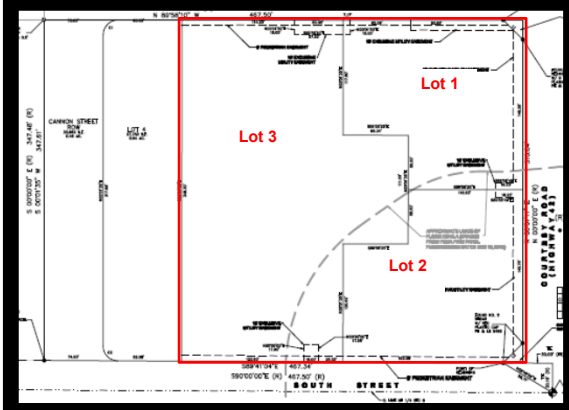
Rezoning:

- Property currently zoned Industrial
- Redevelopment of this parcel requires rezoning to comply with Exhibit A (as shown)
- Requesting to Rezone to
  - CC – Hwy 42
  - 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

DELO Plaza

Final Plat

DELO Plaza
Final Plat

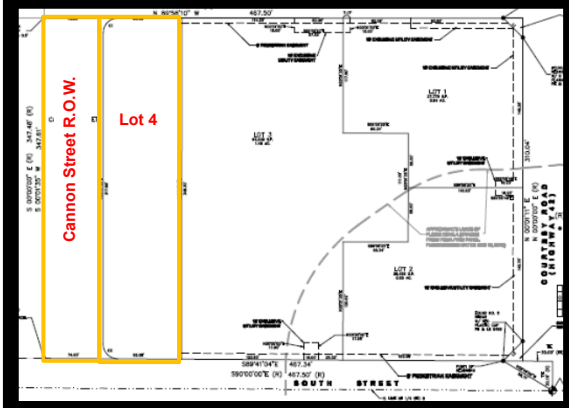


Creates 4 lots:

- 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

DELO Plaza
Final Plat



- Lot 4 (27,752 SF or .64 acres) – 79 space municipal parking lot
- Cannon Street Right-of-way – DeLo Phase 2 Woonerf

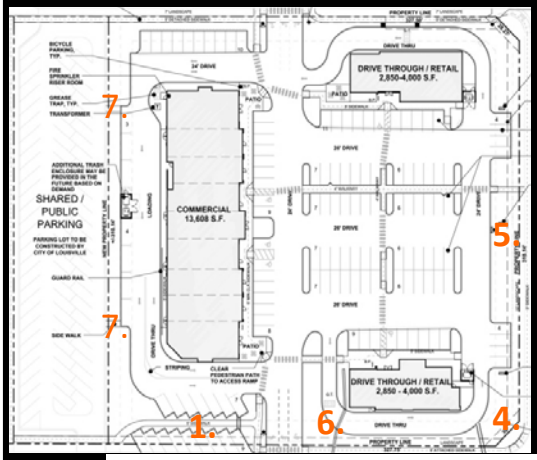
Block Design – complies with MUDDSG

DELO Plaza

Final PUD

DELO Plaza

Previous Conditions of Approval

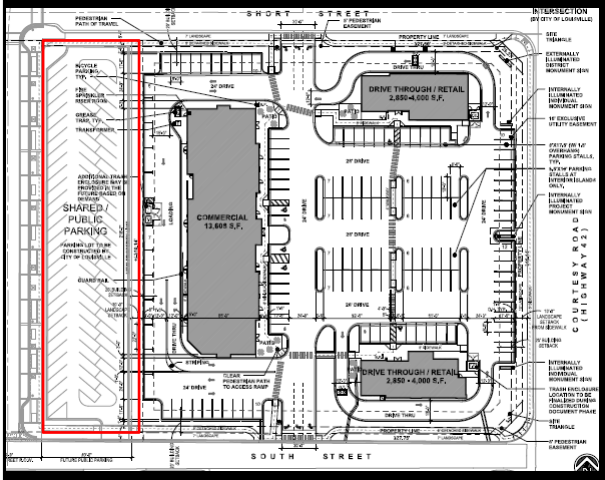


1. Will allow 7/10 permanent on-street public parking spaces.
2. Signs to follow CDDSG.
3. Public Works memo by recordation.
4. Constructing Hwy 42 Sidewalk Plan.
5. Reduced parking fronting Hwy 42.
6. Preserving most trees along South.
7. Increased access point thru rear.
8. Improved west façade and landscape buffer.

8.

DELO Plaza
Special Review Use

DELO Plaza
Specials 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

Staff believes the municipal parking facility request meets all five SRU Criteria

DELO Plaza

Recommendations

DELO Plaza
Recommendation

At the March 12, 2015 PC meeting, Staff recommended approval of the requested rezoning, final plat, final PUD, and SRU for DELO Plaza, with the six conditions (prior to recordation of the plat).

The applicant did not accept staff conditions.

The planning Commission reviewed the application without conditions

DELO Plaza
Recommendation (continued)

Planning Commission recommended City Council deny the request based on the following findings (please refer to Resolution of Denial for specifics):

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.

DELO Plaza
Recommendation (continued)

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 applicant shall continue to work with Public Works on addressing the comments shown in the February 11, 2015 memo.

CITY COUNCIL COMMUNICATION
AGENDA ITEM 8D

SUBJECT: **RESOLUTION NO. 45, SERIES 2015 – A RESOLUTION APPROVING A PRELIMINARY SUBDIVISION PLAT AND PRELIMINARY PLANNED UNIT DEVELOPMENT (PUD) FOR 245 NORTH 96TH STREET TO ALLOW THE DEVELOPMENT OF 231 RESIDENTIAL UNITS AND 18,406 SF OF COMMERCIAL DEVELOPMENT.**

DATE: **JULY 14, 2015**

PRESENTED BY: **TROY RUSS, DIRECTOR OF PLANNING AND BUILDING SAFETY**

SUMMARY:
The City of Louisville approved the voluntary annexation of "245 North 96th Street" with Ordinance 1679, Series 2015 and Resolution 13, 2015. The ordinance annexed the property while the resolution approved the terms of the annexation agreement between the City and the land owner, Boulder County Housing Authority (BCHA). Ordinance 1680, Series 2015 adopted the General Development Plan (GDP) which defined the property's zoning as Planned Community Zone District (PCZD) with both commercial and residential areas.

Now BCHA has submitted a Preliminary Plat and Planned Unit Development (PUD) to develop a proposed mixed use affordable and senior housing community consistent with the approved annexation and zoning.

The near vacant property is 13.404 acres in size and has not been platted in the City of Louisville. The property, locally known as the "Alkonis" property, is located northwest of the South Boulder Road and Colorado State Highway 42 (96th Street) intersection, north of Christopher Village, east of Steel Ranch, South of the Davidson Highline Subdivision, and west of the Balfour Senior Living.

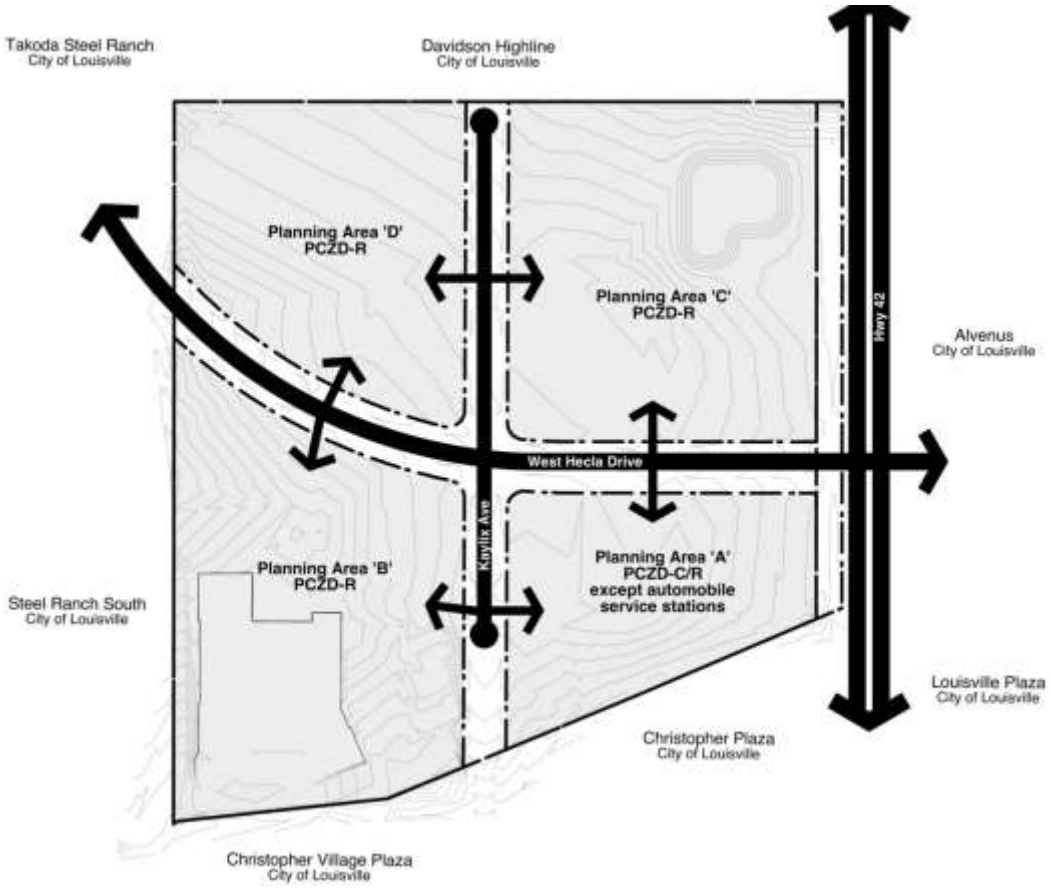
REQUEST
The applicant is requesting a Preliminary Plat and PUD to allow for the placement of 231 residential units and 18,406, SF of commercial development in four planning areas. No less than 80% of the developed residential units would be affordable with no less than sixty (60) of the affordable units being age-restricted for occupancy by persons fifty-five years of age or older.

Commercial	**Square Feet**
Planning Area A	18,406 sf
Residential	**Units**
Planning Area A	28 units
Planning Area B	103 units
Planning Area C	69 units
Planning Area D	31 units

Preliminary Subdivision Plat
The platting of the property defines private land parcels, the public right-of-way, public land dedications, and public utility easements necessary to efficiently serve the proposed land uses. Louisville Municipal Code (LMC) Title 16, Subdivisions, defines the procedure for subdividing property in the City of Louisville. If approved, the preliminary plat would be valid for one year.

Blocks

The proposed block layout matches the block layout shown in the adopted GDP. The applicant is proposing to extend West Hecla Drive east from the Steel Ranch Subdivision to the existing intersection of Hecla Drive and Hwy. 42. Additionally, the applicant is proposing to extend Kalix Avenue, north from an existing 25' public access easement in Cristopher Plaza to the Davidson Highline Subdivision and aligned with the Kaylix Avenue built as part of the Steel Ranch Subdivision and dedicated to the City as part of the Lanterns' Subdivision. A private Drive, or alley, is proposed to provide access and circulation internal to the development.

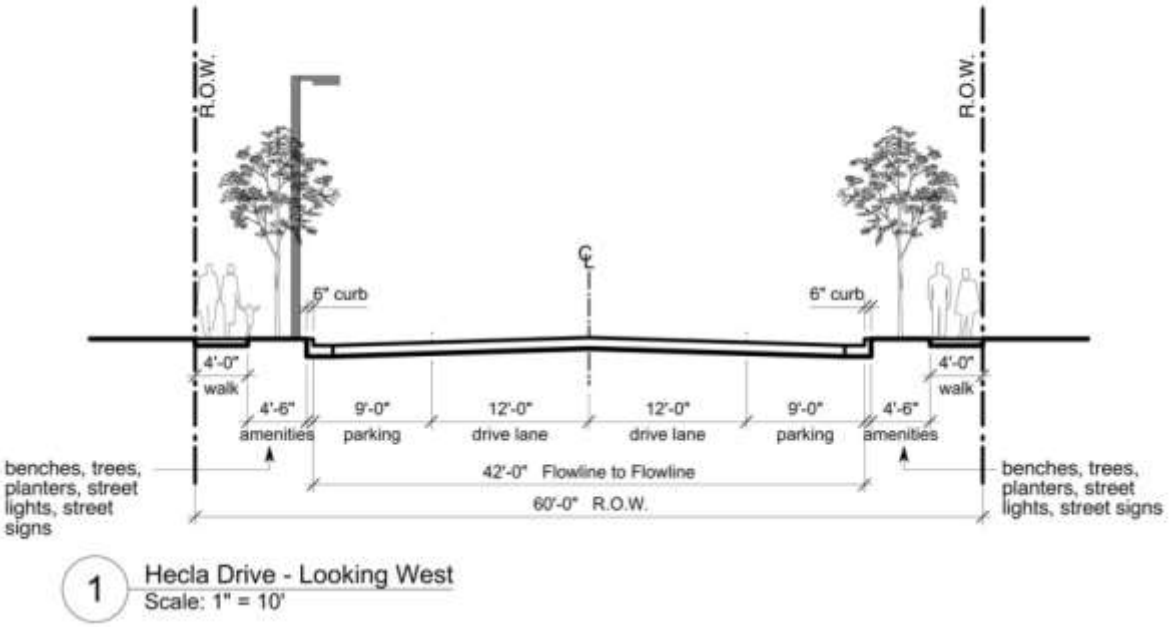


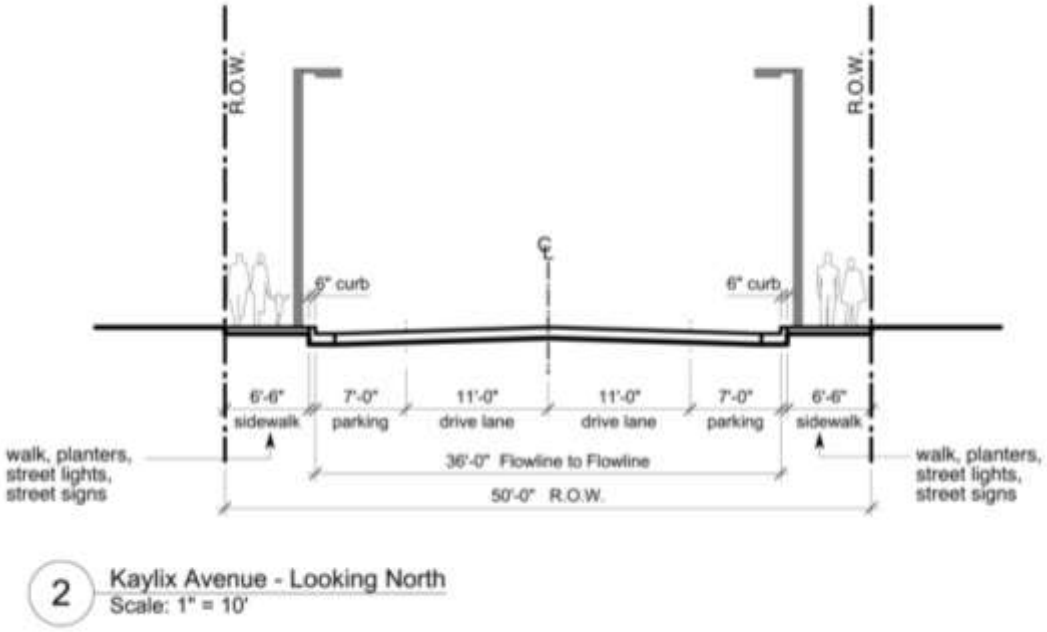
The requested block lengths and widths of 300' to 350' match the approved GDP and are appropriate for the kind of development proposed. Public access is proposed to serve all of the proposed lots.

Streets and Alleys

The streets in the proposed development are intended to serve local traffic needs and provide alternative routing options to Hwy. 42 and a small amount of through-traffic west of Hwy 42. West Hecla Drive is identified to function as a collector road, while Kaylix Avenue is proposed to function as a local street. The proposed right-of-ways and street widths match the right-of-ways and street widths of the existing portions of both West Hecla Drive (60') and Kaylix Avenue (50') within the Takoda (Steel Ranch) subdivision.

The preliminary street sections have been approved in concept by the Public Works Department. However, specific intersection treatments have not been approved and need be resolved during the Final PUD review.





Sidewalks are proposed to be provided on both sides of the streets along with on-street parking. The Public Works Department has expressed some concerns with specific turning radii and performance issues at some intersections may be too tight for fire trucks and other large vehicles. The Louisville Fire Protection District requested a turning template be provided prior to their approval of the final streets and intersections

Staff recommends a condition of approval for the preliminary plat requiring the applicant provide an emergency access plan using the fire department apparatus dimensions as part of the Final Plat and PUD submittal. The emergency access plan shall demonstrate all corners are navigable before the City of Louisville and the Louisville Fire Protection District give final approval to the requested street sections.

Public Land Dedication

The property has not been platted in the City of Louisville. LMC Section 16.16.060 establishes the requirements for a public land dedication for all new plats. 15% of the land platted, or an equivalent fee in lieu, must be dedicated for public purposes for all residentially platted parcels while a 12% public land dedication or an equivalent payment in lieu for commercially platted property.

Based on the allowed zoning, the applicant is obligated to dedicate 1.93 acres of unencumbered public land. The applicant is proposing to provide 1.626 acres of public land with only .4 acres being unencumbered. The LMC requires the applicant provide a payment in lieu for the remaining .304 acres of required public land dedication.

Public Land Dedication Requirements & Provisions	
Residential Gross Area: Minimum Area Requirement	±10.89 Ac. (15%)
Total Dedicated Land Requirement: (Based on Residential Area)	±1.63 Ac.
Commercial / Office Gross Area: Minimum Area Requirement	±2.514 Ac. (12%)
Total Dedicated Land Requirement: (Based on Commercial Area)	±0.30 Ac.
TOTAL DEDICATED PUBLIC LAND REQUIRED:	**±1.93 Ac.**
Public Land Dedication:	±0.399 Ac.
Encumbered Public Land Dedication:	±1.227 Ac.
TOTAL DEDICATED PUBLIC LAND PROVIDED:	**±1.626 Ac.**
	(12.1% of Total Site Area)
	(17.1% of Gross Developable Area)

The applicant is seeking two waivers to the City's adopted public land dedication requirements: 1) credit for improvements constructed as a payment in lieu; and, 2) permission to use encumbered land as part of the dedication.

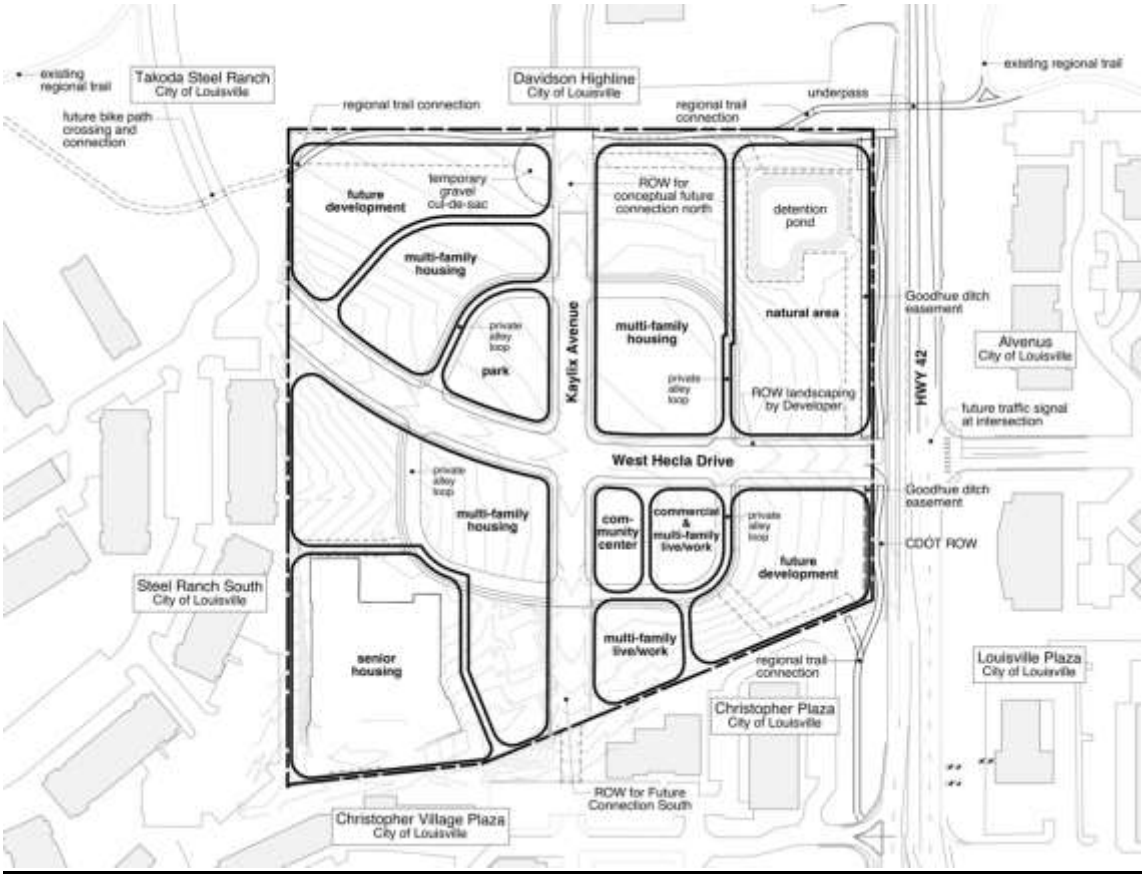
The proposed regional trail alignment connecting Steel Ranch to the proposed Hwy 42 underpass is a fixed location and is encumbered by a City of Lafayette utility easement. However, the remaining encumbered land request included in the public land dedication needs further negotiation on proposed improvements and long-term maintenance obligations before staff is ready to make a recommendation to Planning Commission and City Council.

Staff recommends a condition of approval of the Preliminary Plat requiring the public land dedication recommendation for the property be resolved between staff and the applicant prior to the submittal of the Final Plat.

Preliminary PUD Development Plan

The Preliminary PUD is consistent with the adopted GDP's land use mix, four planning areas, public infrastructure and functional layout. One change relates to the GDP's reference to a not-for-profit arts facility being built in the commercial portion of the project (Planning Area A).

The Preliminary PUD illustrates the first phase of development, if approved, would involve all proposed public infrastructure construction and BCHA's mixed use affordable and senior housing community. Future phases of the PUD involve the commercial portion of Planning Area A, and the market rate residential portion of the project in Planning Area D.



Land Use

Planning Area A **-** The GDP designates Planning Area A as PCZD-C/R. The proposed PUD provides a mix of land uses consistent with the land use mix in the GDP. Twenty-eight residential units are proposed with up to 18,406 sf of commercial development. Land uses within Planning Area A include multi-family and live work units, a community center, and commercial property

Planning Area B - The GDP designates Planning Area B as PCZD-R. BCHA is proposing 103 residential units with dedicated senior housing being a major component. A large senior housing multi-unit structure is proposed in the southwest portion of Planning Area B, closest to the North Main Apartments. Multi-family housing structures are proposed along both West Hecla Drive and Kaylix Avenue.

Planning Area C **-** The GDP designates Planning Area C as PCZD-R. This portion of the project is located in the northeast quadrant of the development closest to Hwy 42. The topography of the site requires a storm-water detention facility be placed in this portion of the project. BCHA is proposing 69 multi-family units be placed in Planning Area C with a large portion being designed as a community orchard and natural area buffering the project from Hwy 42.

Planning Area D - The GDP designates Planning Area D as PCZD-R. The proposed regional bicycle trail connecting Steel Ranch to the proposed Hwy 42 underpass, North End and the City of Lafayette, traverses the northern portion property on a City of Lafayette utility easement. The County is proposing 31 residential units with a portion of the Planning Area being designated for future development as market rate housing.

Staff recommends approval of the Preliminary PUD be conditioned on the applicant providing as part of the Final PUD application an executed easement use agreement between the City of Lafayette and BCHA allowing the County to construct surface improvements proposed on the City of Lafayette's utility easement.

Yard / Bulk Requirements
The preliminary PUD provides specific yard and bulk dimensions consistent with the approved GDP.

Drainage
The preliminary PUD provides a grading and drainage plan sheet and preliminary Drainage Report. The applicant's proposed storm drainage plan releases storm water into the Goodhue Ditch. This practice is specifically prohibited in the City's Storm Drainage and Technical Criteria Manual. Staff recognizes the proposed plan could work and improve water quality issues in the area; however, flows in the ditch could increase and permission from the ditch company is required.

If the applicant would like to continue to pursue release of storm sewer into an irrigation ditch, a variance from the standards must be requested by the applicant and an agreement must also be provided between the applicant and the ditch owner for release of storm water into the irrigation ditch and proof that flows will not cause damage.

Staff recommends a condition of approval of the Preliminary PUD requiring an agreement between the Goodhue Ditch Company and BCHA be executed and submitted as part of the Final PUD application.

Transportation and Traffic

The Public Works and Planning staff reviewed the traffic impact study provided by the applicant. City staff agree with the applicant's traffic consultant's assumptions, methodology, and conclusions. A copy of the traffic study was provided to the Colorado Department of Transportation (CDOT). The following conclusions emerged in the project's traffic impact assessment:

1. Current operating conditions are acceptable in the general area of the project.
2. The project will generate 147 morning peak hour trips, 206 afternoon peak hour trips, and 2,164 trips per day.
3. Northbound left turn, southbound right turn, and eastbound right turn deceleration lanes and a southbound right turn acceleration lane will be needed at the SH 42 - Hecla Drive intersection in the short term.
4. Acceptable operating conditions are anticipated when the BCHA project builds out. At that time, all intersections will operate at acceptable levels of service with the identified roadway geometry.
5. The recommended geometrics of West Hecla and Hwy 42 intersection match the functional characteristics of those proposed in the Hwy 42 Plan. One divergent recommendation suggests the eastbound configuration of West Hecla Drive be designed with a single dedicated right turn land and a single shared thru/left.
6. Traffic signals are not expected to be warranted at the SH 42 – West Hecla Drive intersection in the short-term; however, given future development, traffic growth, and street system changes, traffic should be monitored at this intersection in the future.
7. In the long term, operating conditions are expected to remain acceptable with the planned roadway system.
8. Based on the analyses and investigations documented in this study, the assessment concludes development is viable from a traffic engineering perspective.

In summary, the proposed transportation improvements comply with the adopted Hwy 42 Corridor Plan and will not adversely impact the area street system. The roadway system identified in this report can adequately serve area traffic demands for the foreseeable future.

REFERRAL COMMENTS

Louisville Fire Protection District (LFPD)

The Louisville Fire Department reviewed the preliminary PUD and provided the following comments:

> The following items are not included on the drawings and are needed before the Fire District can respond:

1. Provide an emergency access plan using the fire department apparatus dimensions;
2. Provide a utility plan showing the fire hydrant placement using the Louisville Municipal Code (LMC) requirements.

The City's submittal requirements for Preliminary PUD do not require the information requested by the Fire District. The specific information requested by the Fire District will be provided during the Final Planned Unit Development Review. Staff recommends a condition of approval for the preliminary plat requiring the applicant provide as part of the Final Plat and PUD submittal an emergency access plan using the Fire District apparatus dimensions.

Xcel Energy
Xcel Energy was a referral for this project as they (Public Service Company of Colorado) maintains utility easement associated with a transmission line in the project boundaries. Their referral letter is attached for review.

Staff recommends a condition of approval for the preliminary plat and PUD requiring the applicant provide as part of the Final PUD application an executed easement use agreement between Xcel Energy and BCHA for the County to construct surface uses proposed on Public Service Company of Colorado's utility easement.

Boulder Valley School District (BVSD)
The Boulder Valley School District (BVSD) was a referral for this development. A letter from BVSD dated March 31, 2015 states this development proposes *"a student impact of 18 students on Louisville Elementary, 8 students on Louisville Middle School and 10 students on Monarch High School."* Note BVSD anticipated 70 of the proposed Housing authority units to be restricted to seniors and were not used in their student evaluation.

The letter goes on to state, *"When considering all other development activity in Louisville (Attachment A), and resident enrollment growth within the attendance areas of Louisville schools, Louisville Middle and Monarch High are able to accommodate projected growth (Chart B). Louisville Elementary, however, will likely exceed its program capacity within 5 years should growth within the existing housing stock of central Louisville continue at its current pace. Elementary capacity in Louisville as a whole, however, is ample to accommodate continued enrollment growth."* Louisville staff underlined the last sentence of the BVSD statement for emphasis.

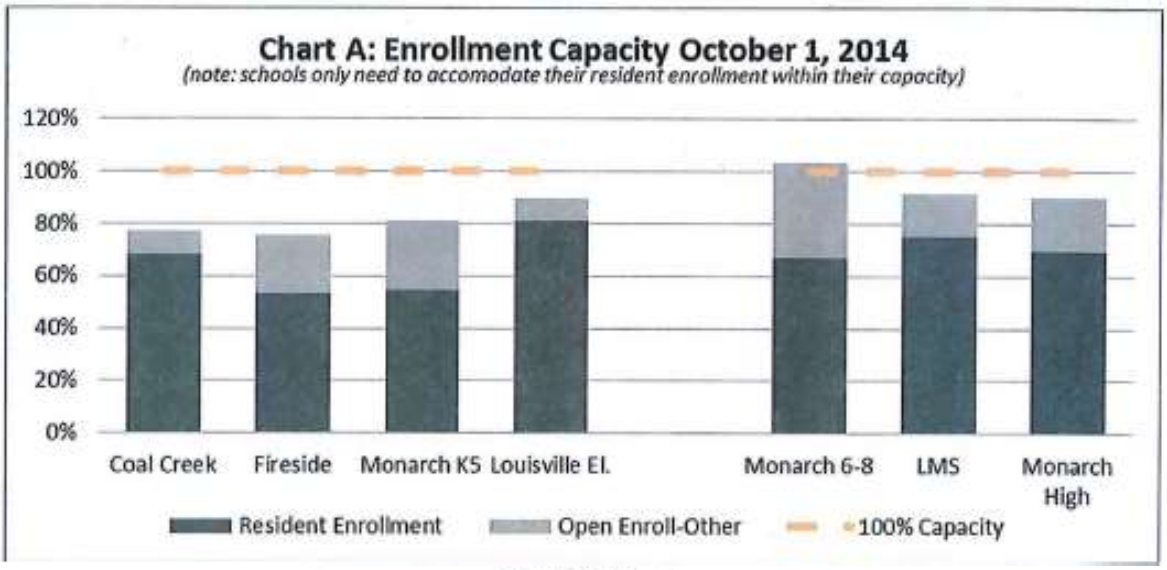


CHART B

School	Capacity	2014-15	Projected Enrollment 2015-16	2016-17	2017-18	2018-19	2019-20
Louisville El.	648	584	595	632	652	668	683
% capacity		*90.1%*	*91.8%*	*97.5%*	*100.6%*	*103.0%*	*105.4%*
Louisville M.S.	691	633	647	645	663	687	676
% capacity		*91.4%*	*93.6%*	*93.3%*	*95.6%*	*96.8%*	*97.6%*
Monarch H.S.	1833	1,653	1,722	1,757	1,796	1,814	1,790
% capacity		*90.7%*	*91.9%*	*94.2%*	*97.8%*	*98.3%*	*98.2%*

Projection notes and assumptions:

- *Capacity methodology held over from 2012 and currently under review.*
- *Only the impacts of housing units expected during projection period are included.*
- *Enrollment growth in existing neighborhoods is assumed to be near current levels over the next 5 years.*
- *Louisville El. will graduate out the last significant number of open enrolled (O.E.) students in 2018.*
- *Louisville Middle and Monarch High will see increasing restrictions on O.E. through the projections period but will still retain sizeable O.E. populations in 5 years.*

City of Lafayette

The City of Lafayette has a water main within an easement along the north property line of the BCHA's property. According to the City of Lafayette, the line was built around 1970. The water main is a 16 inch diameter Asphalt Cement water main and has around 4.5 feet of cover. Due to the age and type of material used to construct the water main the City of Lafayette requires that no additional loading (material or excavation equipment) be placed on top of the water main. All construction within the easement will require review and oversight by the City of Lafayette. A copy of Lafayette's referral email is attached.

<u>Staff recommends a condition of approval be the applicant must provide as part of the Final PUD application an executed easement use agreement between the City of</u>

Lafayette and BCHA allowing the County to construct surface improvements proposed on the City of Lafayette's utility easement.

FISCAL IMPACT
The applicant submitted a Fiscal Impact Study completed by Economic and Planning Systems based on the City's current fiscal model as part of the annexation and initial zoning request. The development program shown in the annexation documents was 231 residential units and 18,688 sf of commercial development, matching the PUD request.

According to the Fiscal Study, the proposed development will have a net negative capital impact of $871,000 and a recurring annual revenue deficit of $134,000.

PLANNING COMMISSION ACTION:
The Planning Commission reviewed the proposal at its May 14, 2015 meeting and unanimously (5-0) recommended approval with the five conditions listed by staff. Planning Commission comments were primarily focused on the public land dedication and alternative street designs. Planning Commissioners stated their concerns related to the City maintaining encumbered properties and encouraged that if the City agreed to accept encumbered property as part of the public land dedication, the maintenance responsibilities be shifted to the County.

The Planning Commission also stated specific concerns with the City's current street design standards and expected the street designs for this project to evolve through the process and be more consistent with the City's recent policy of creating more walkable streets. The draft Planning Commission minutes to the hearing are attached.

Four public comments were heard during the public hearing. Two comments were in support of the project. One comment stated concerns regarding the County's local preference responsibilities. The other comment, from a neighboring property owner, stated concerns with the vague nature of a preliminary PUD and specific concerns to how the property was going to be constructed.

STAFF RECOMMENDATION:
Staff recommends approval of the Preliminary Plat and Preliminary PUD for the 245 North 96th Street Development with the following conditions:

1. The applicant shall provide an emergency access plan using the Fire District apparatus dimensions as part of the final Plat and PUD submittal. The emergency access plan shall demonstrate all corners are navigable before the City of Louisville and the Louisville Fire Protection District give final approval to the requested street sections.

2. The public land dedication recommendation for the property shall be resolved between City staff and the applicant prior to the submittal of the Final Plat.

3. The applicant shall provide as part of the Final PUD application an executed easement use agreement between the City of Lafayette and BCHA allowing the County to construct surface improvements proposed on the City of Lafayette's utility easement.

4. The applicant shall provide as part of the Final PUD application an executed agreement between the Goodhue Ditch Company and BCHA.

5. The applicant shall provide as part of the Final PUD application an executed easement use agreement between Xcel Energy and BCHA for the County to construct surface improvements proposed on Public Service Company of Colorado's utility easement.

ATTACHMENTS:

1. Resolution No. 45, Series 2015
2. Land Use Application
3. Transmittal Letter
4. Preliminary Plat
5. Link to Preliminary PUD
6. Link to Preliminary Drainage Report
7. Link to Traffic Impact Study
8. City of Louisville Referral Comments – April 3, 2015
    a. Louisville Fire Protection District Referral – March 17, 2015
    b. Xcel Energy Referral – March 24, 2015
    c. Boulder Valley School District Referral – March 31, 2015
    d. City of Lafayette Referral (Email) – April 9, 2015
9. BCHA response to referral package
10. Planning Commission Minutes (May 14, 2015)
11. Presentation

RESOLUTION NO. 45
SERIES 2015

A RESOLUTION APPROVING A PRELIMINARY SUBDIVISION PLAT AND PRELIMINARY PLANNED UNIT DEVELOPMENT (PUD) FOR 245 NORTH 96TH STREET TO ALLOW THE DEVELOPMENT 231 RESIDENTIAL UNITS AND 18,406 SQUARE FEET OF COMMERCIAL DEVELOPMENT

WHEREAS, there has been submitted to the Louisville City Council an application for approval of a Preliminary Subdivision Plat and Preliminary Planned Unit Development (PUD) for 245 North 96th Street to allow for a 231 residential units and 18,406 Square feet of commercial development; and

WHEREAS, the City Staff has reviewed the information submitted and found it to comply with the LMC Sec. 16.12.030, Sec. 17.28.170; and Sec. 17.40.100.

WHEREAS, after a duly noticed public hearing on July 14, 2015 where evidence and testimony were entered into the record, including the findings in the Louisville City Council Staff Report dated July 14, 2015, the City Council finds the Preliminary Subdivision Plat and Preliminary Planned Unit Development (PUD) for 245 North 96th Street should be approved with five conditions noted below;

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Louisville, Colorado does hereby approves a Preliminary Subdivision Plat and Preliminary Planned Unit Development (PUD) for 245 North 96th Street with the following conditions:

1. The applicant shall provide an emergency access plan using the Fire District apparatus dimensions as part of the final Plat and PUD submittal. The emergency access plan shall demonstrate all corners are navigable before the City of Louisville and the Louisville Fire Protection District give final approval to the requested street sections.

2. The public land dedication recommendation for the property shall be resolved between City staff and the applicant prior to the submittal of the Final Plat.

3. The applicant shall provide as part of the Final PUD application an executed easement use agreement between the City of Lafayette and BCHA allowing the County to construct surface improvements proposed on the City of Lafayette's utility easement.

4. The applicant shall provide as part of the Final PUD application an executed agreement between the Goodhue Ditch Company and BCHA.

5. The applicant shall provide as part of the Final PUD application an executed easement use agreement between Xcel Energy and BCHA for the County to construct surface improvements proposed on Public Service Company of Colorado's utility easement.

PASSED AND ADOPTED this 14th day of July, 2015.

_____
Robert P. Muckle, Mayor

ATTEST:

_____
Nancy Varra, City Clerk

City of Louisville

Department of Planning and Building Safety

749 Main Street • Louisville CO 80027 • 303.335.4592 • www.louisvilleco.gov

LAND USE APPLICATION

CASE NO. _____

APPLICANT INFORMATION

Firm: Boulder County Housing Authority
Contact: Norrie Boyd
Address: 2525 13th St
Boulder, CO
Mailing Address: PO Box 471
Boulder, CO 80306
Telephone: (303) 441-1506
Fax:
Email: Nboyd@BoulderCounty.org

OWNER INFORMATION

Firm: Boulder County Housing Authority
Contact: Norrie Boyd
Address: 2525 13th St
Boulder, CO
Mailing Address: PO Box 471
Boulder, CO 80306
Telephone: (303) 441-1506
Fax:
Email: Nboyd@BoulderCounty.org

REPRESENTATIVE INFORMATION

Firm: Barrett Studio Architects
Contact: Nicole Delmage
Address: 1944 20th St
Boulder, CO 80302
Mailing Address: Same
Telephone: (303) 449-1141
Fax:
Email: Nicole@barrettstudio.com

PROPERTY INFORMATION

Common Address: 245 N 96th St
Legal Description: Lot _____ Blk _____
Subdivision TR South Central NBR 145 820
Area: 13.404 Acres Sq. Ft.

TYPE (S) OF APPLICATION

- ☐ Annexation
- ☐ Zoning
- ☐ Preliminary Subdivision Plat
- ☐ Final Subdivision Plat
- ☐ Minor Subdivision Plat
- ☐ X Preliminary Planned Unit Development (PUD)
- ☐ Final PUD
- ☐ Amended PUD
- ☐ Administrative PUD Amendment
- ☐ Special Review Use (SRU)
- ☐ SRU Amendment
- ☐ SRU Administrative Review
- ☐ Temporary Use Permit: _____
- ☐ CMRS Facility: _____
- ☐ Other: (easement / right-of-way; floodplain; variance; vested right; 1041 permit; oil / gas production permit)

PROJECT INFORMATION

Summary:
This Preliminary PUD submittal is consistent with the Zoning & Annexation application that is currently in progess for this site for the proposed development of affordable senior housing, affordable multi-family housing, art center and artist co-housing on the former Alkonis site.

Current zoning: RR Boulder County Proposed zoning: PCZD-C/R City of Louisville

SIGNATURES & DATE

Applicant: Frank Alexander
Print: Frank Alexander, BCHA
Owner:
Print: Frank Alexander, BCHA
Representative:
Print: Nicole Delmage, BSA 2/5/15

CITY STAFF USE ONLY

- ☐ Fee paid: _____
- ☐ Check number: _____
- ☐ Date Received: _____

Boulder County

Department of Housing & Human Services

Housing Office: 2525 13th Street, Suite 204 • Boulder, Colorado 80304 • Tel: 303.441.3929 Fax: 720.564.2283
Human Services: Boulder Office • 3400 Broadway • Boulder, Colorado 80304 • 303.441.1000 Fax 303.441.1289
Longmont Office • 529 Coffman, Suite 100 • Longmont, Colorado 80501 • 303.678.6000

www.bouldercountyhhs.org

February 6, 2015

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

Re: Request - Preliminary Planned Unit Development for 245 North 96th Street

Dear Mr. Russ:

We are pleased to submit a request for a Preliminary Planned Unit Development (PUD) for an approximate 13.4-acre parcel of the Takoda Subdivision at 245 North 96th Street. The intent of this request is to develop the property for affordable senior housing, multi-family housing, Live-work housing, a small flexible commercial space, a community center and a public art center. BCHA will be the developer and owner of the affordable rental homes, including senior, multifamily and live-work housing. Based on this plan, there are two salable parcels on the northwest and southeast quadrants of the site. BCHA has signed a Letter of Intent with a Louisville-based organization to build co-housing on the northwest lot, and a Letter of Intent with The Art Underground to construct a performance art facility on the southeast quadrant. The project is currently in the approvals process for Annexation and Zoning with a unanimous recommendation by the Planning Commission on January 8, 2015 regarding annexation and zoning for the development.

The property has been planned to make significant street and trail connections to meet the City of Louisville's goals. Hecla Drive connects Hwy 42 and Balfour Senior Living on the east side of the property to Steel Ranch and Steel Ranch South on the west side of the property. Kaylix Avenue will be part of a future north-south network that takes pressure off Hwy 42 and brings critical connections to Christopher Village. The intersection of Hecla Drive and Kaylix Ave will be a "connected urban center" as outlined in the Comprehensive Plan. Also, key local and regional trail connections are planned to connect east/west and north/south linking open spaces andprovide easy access to urban areas. Beyond this strategy of making critical connections through the site, there is also an important emphasis on making connections within the site. The 1/3 mile 'Alley Loop' creates a "complete street" that encourages bike riding, walking as well as internal vehicular circulation. The orchard and community gardens set the stage for sustainably producing food close to home. Art in the landscape will coexist with play areas that inspire a variety of types of outdoor play and learning.

Dwelling Unit Density:
The development follows the zoning requirements and design standards set forth by the City of Louisville, with two exceptions. With regard to dwelling unit density the project is currently designed for fewer units than would be allowed for site wide development per the previously submitted General Development Plan (GDP). When assessed on an area-by-area basis our densities are slightly above or below the densities outlined in the Comprehensive Plan. Through careful site and adjacency

consideration the densities are well located to not only align with the intent of the Comprehensive Plan but also to make responsible use of the available land and provide ample landscape amenities.

Parking Requirements:
The parking requirements are met on a lot-by-lot basis; however, the parking counts are based on proposed parking reductions that are supported by actual conditions of other similar developments. The senior housing parking allocation reflects a 25% reduction from the City of Louisville's mixed-use development requirements, which is supported by BCHA's experience with other similar projects. The multi-family housing parking allocation reflects a reduction from 2 to 1.5 parking spaces per 2-bedroom unit, again using the mixed-use development requirements as a guiding standard and an understanding of the real need of similar projects. The parking count for the Art Underground Theater space uses 1 space per 3 seats, which is consistent with other local municipal parking standards for the same type of use.

Hours of Operation:
The Community Center will be staffed to support daytime recreational activities and resident services on both a drop-in and scheduled basis between 8am to 5pm. Classes and special events for the community will be held during regular business hours as well as occasionally in the evenings and on the weekends. The goal is that the Community Center will be a thriving hub during the regular business day, in the evenings and on the weekends. This resource will also be open to individuals and groups outside of this neighborhood and is designed to be a lively destination that draws the community together a healthy and enjoyable experience.

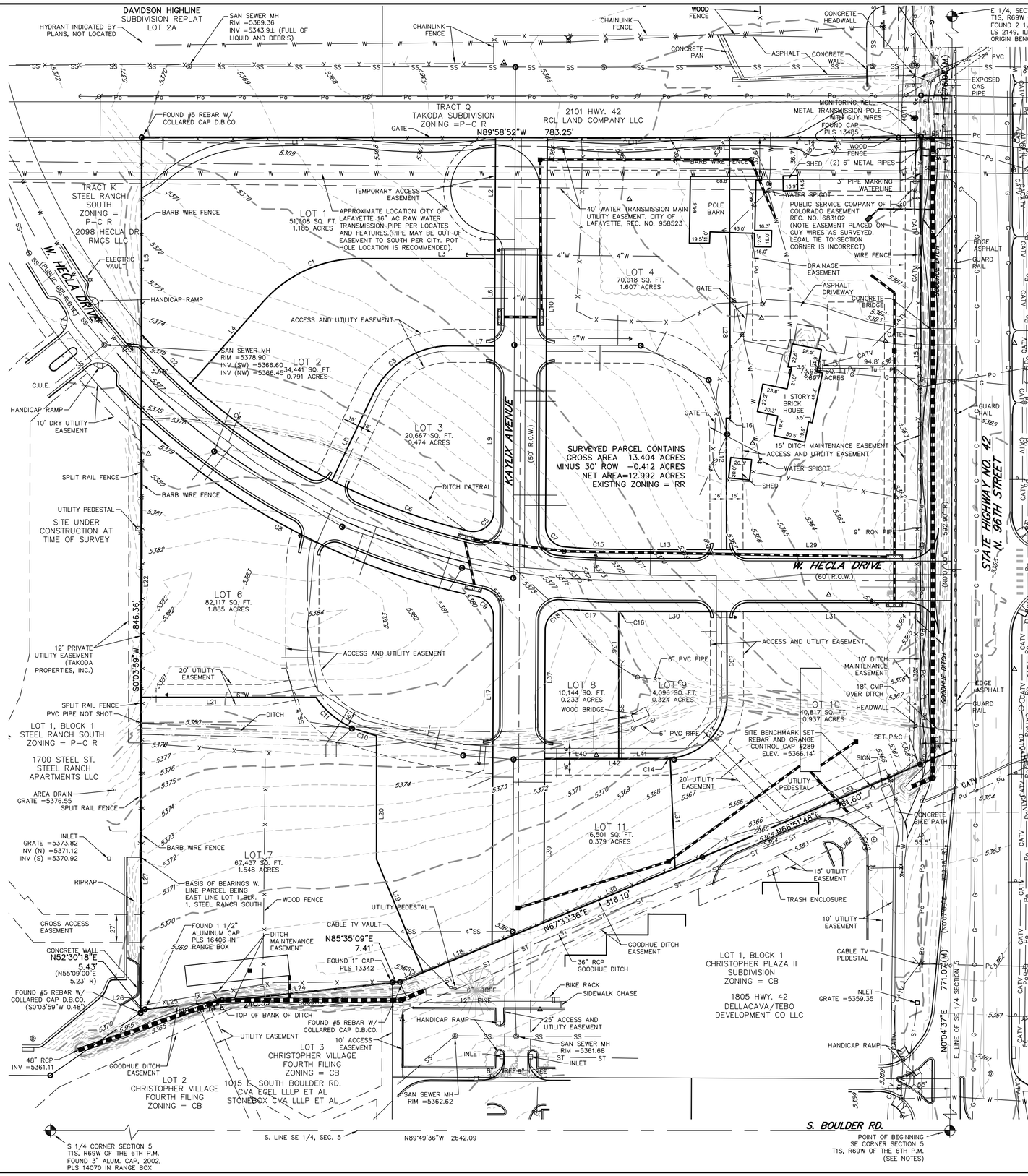
The main level Commercial Building square footage on Hecla Drive has been designed for flexibility, as it has not yet been programmed for a particular use or tenant. The intent is to lease to a business or organization that is compatible with the neighborhood and that keeps flexible 8am to 9pm business hours, possibly 7 days a week, maintaining reasonable evening use so as not to interfere with quiet enjoyment of the neighborhood. The location of the Commercial Building has the potential to align programmatically with The Art Underground as possible shared art studios, woodworking shop, tool library, micro-library, or possibly a daycare.

The Art Underground will also operate 7 days a week, 8am to 9pm, as it currently does with many of its arts programs in downtown Louisville. Matinee and evening performances will be scheduled on a weekly basis, 12pm to 10pm. The activities at these three amenities, the Community Center, the Commercial Building and The Art Underground are going to build the kind of synergy needed to give this the 'urban center' vision and foster creative energy.

We look forward to continuing to work with the team at the City of Louisville who has supported us and challenged us to think broadly. This master planning process has been a very positive experience and we know that the outcome will excite the City, the County and the residents.

Sincerely,

Norrie Boyd
Planning Division Manager



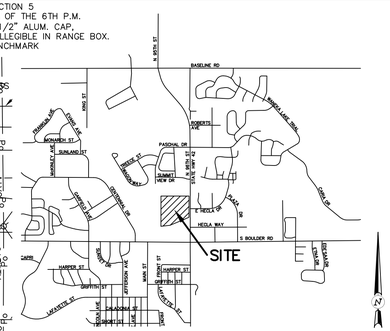
LEGEND

- TREE LINE
- 5475 — EXISTING CONTOUR
- EXISTING SWALE
- PUBLIC LAND CORNER FOUND
- SET #5 REBAR WITH 1" RED PLASTIC CAP STAMPED SCOTT COX ASC PLS 24302 (P&C) (UNLESS NOTED)
- FOUND MONUMENT AS NOTED
- EXISTING ELECTRIC METER
- T.P. — EXISTING TELEPHONE PEDESTAL
- CATV — EXISTING CABLE T.V. PEDESTAL
- WV — EXISTING WATER VALVE
- EXISTING GAS METER
- EXISTING WATER METER
- CONTROL POINT
- EXISTING POWER POLE
- EXISTING LIGHT POLE
- EXISTING SIGN
- X — X — X — EXISTING FENCE
- Po — Po — EXISTING OVERHEAD POWER LINE
- (R) — RECORD COURSE PER LEGAL DESCRIPTION
- (M) — MEASURED COURSE PER THIS SURVEY
- (S54°08'29"W 0.08') — RECORD OR CALCULATED POSITION TO FOUND MONUMENT

OWNER: BOULDER COUNTY HOUSING AUTHORITY
2525 13TH STREET
BOULDER, COLORADO 80304-4104

VICINITY MAP

SCALE: 1" = 2000'



LEGAL DESCRIPTION (PER TITLE COMMITMENT)

THAT PORTION OF THE SOUTHEAST ¼ OF SECTION 5, TOWNSHIP 1 SOUTH, RANGE 69 WEST OF THE 6TH P.M., COUNTY OF BOULDER, STATE OF COLORADO, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID SECTION 5; THENCE NORTH 00°07'00" EAST ALONG THE EAST LINE OF SAID SECTION 5, A DISTANCE OF 772.18 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING NORTH 00°07'00" EAST ALONG THE EAST LINE OF SAID SECTION 5, A DISTANCE OF 592.90 FEET TO THE APPROXIMATE CENTERLINE OF THAT EASEMENT AND RIGHT OF WAY FOR ELECTRIC TRANSMISSION LINES AS GRANTED BY SAM MILANO TO PUBLIC SERVICE COMPANY OF COLORADO BY INSTRUMENT RECORDED FEBRUARY 16, 1942 IN BOOK 713 AT PAGE 130; THENCE NORTH 89°59'40" WEST, ALONG THE APPROXIMATE CENTERLINE OF THE SAID RIGHT OF WAY DESCRIBED IN BOOK 713 AT PAGE 130, A DISTANCE OF 783.09 FEET; THENCE SOUTH 00°07'00" WEST, A DISTANCE OF 846.77 FEET TO THE NORTH LINE OF THAT TRACT OF LAND WHICH IS EXCEPTED IN THE DESCRIPTION OF "TRACT 1" IN THE DEED FROM ESTA D. PARR AND GLENNIE PARR TO DAVIDSON INVESTMENTS, INC., A COLORADO CORPORATION, RECORDED JANUARY 22, 1962 IN BOOK 1216 AT PAGE 503; THENCE ALONG THE NORTH LINE OF THE SAID TRACT OF LAND EXCEPTED IN THE DESCRIPTION OF "TRACT 1" IN THE SAID DEED IN BOOK 1216 AT PAGE 503 BY THE FOLLOWING FOUR CALLS AND DISTANCES:

THENCE NORTH 55°09'00" EAST, A DISTANCE OF 5.23 FEET;
THENCE NORTH 83°50'00" EAST, A DISTANCE OF 247.65 FEET;
THENCE NORTH 67°30'00" EAST, A DISTANCE OF 316.33 FEET;
THENCE NORTH 66°49'00" EAST, A DISTANCE OF 262.00 FEET TO THE TRUE POINT OF BEGINNING.
AREA=13.404 ACRES

SURVEY NOTES

1. THE BASIS OF BEARINGS IS THE WESTERLY LINE OF THE PARCEL ALSO BEING THE EASTERLY LINE OF LOT 1, BLOCK 1 STEEL RANCH SOUTH BETWEEN THE FOUND MONUMENTS SHOWN HEREON AND BEARS S00°03'59"W, PER STEEL RANCH SOUTH AND TAKODA SUBDIVISIONS.
2. ORIGIN BENCH MARK: TOP OF 2 1/2" ALUM. CAP, LS 2149 IN A RANGE BOX, BEING THE EAST 1/4 CORNER OF SECTION 5, T1S, R69W. ELEVATION =5353.13' NGVD29 PER CITY OF LOUISVILLE. (THIS BENCHMARK ALSO USED BY STEEL RANCH SOUTH AND TAKODA SUBDIVISION PER VERBAL CONFIRMATION BY DAVID WALDNER PLS 28607)
3. THE SIZE AND TYPE OF MONUMENTS FOUND ARE SHOWN HEREON.
4. BUILDING MEASUREMENTS ARE AT GROUND LEVEL. ROOF OVERHANGS AND ARCHITECTURAL PROJECTIONS OF THE BUILDINGS ARE WITHIN THE BOUNDARY OF THE SITE BUT ARE NOT SHOWN ON THIS SURVEY UNLESS NOTED.
5. NOTICE: ACCORDING TO COLORADO LAW, YOU MUST COMMENCE ANY LEGAL ACTION BASED ON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVERED SUCH DEFECT. IN NO EVENT, MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON. CRS-13-80-105 (3)(a)
6. THIS PROPERTY LIES WITHIN ZONE X AS SHOWN ON FLOOD INSURANCE RATE MAP, BOULDER COUNTY, MAP NUMBER 08013C0582 J, MAP REVISED: DECEMBER 18, 2012.
7. THE LOCATION OF THE ABOVE GROUND UTILITIES SHOWN HEREON ARE BASED ON THE FIELD SURVEY BY SCOTT, COX & ASSOCIATES, INC. THE LOCATIONS OF THE UNDERGROUND UTILITIES SHOWN HEREON ARE BASED ON SAID SURVEY AND BY FIELD LOCATES PROVIDED BY UNDERGROUND CONSULTING SOLUTIONS. SCOTT, COX & ASSOCIATES, INC. IS NOT RESPONSIBLE FOR UTILITY INFORMATION PROVIDED BY OTHERS. SCOTT, COX & ASSOCIATES, INC. RECOMMENDS THAT THE LOCATION OF THE UTILITIES BE FIELD VERIFIED PRIOR TO ANY DIGGING ON, OR ADJACENT TO THE SUBJECT PROPERTY.
8. PLATS AND LAND SURVEY PLATS REFERENCED OR USED FOR THIS SURVEY: DAVIDSON HIGHLINE SUBDIVISION REPLAT, REC. NO. 2934440; TAKODA SUBDIVISION, REC NO. 3244727; STEEL RANCH SOUTH, REC. NO. 03244727; COAL TRAIN SQUARE SECOND FILING, REC. NO. 1438280; CHRISTOPHER VILLAGE FOURTH FILING, REC, NO. 1486762; LS-99-0218, FLATIRONS SURVEYING, INC.; CDOT CONTROL DIAGRAM, LS-09-0125; CDOT PLANS S-0133(1), CIRCA 1966.
9. THE SE CORNER OF SECTION 5 WAS NOT MEASURED DURING THIS SURVEY DUE TO WEATHER AND TRAFFIC CONDITIONS. THE POSITION WAS ESTABLISHED USING CDOT CONTROL PLAN LS-09-0125.
10. LOTS 1-7 ARE ZONED PCZD-R AND LOTS 8-11 ARE ZONED PCZD-C/R.

SURVEYING CERTIFICATE

I, A. JOHN BURI, A DULY REGISTERED PROFESSIONAL LAND SURVEYOR LICENSED UNDER THE LAWS OF THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE PRELIMINARY PLAT OF "245 NORTH 96TH STREET" AS SHOWN HEREON, TRULY AND CORRECTLY REPRESENTS THE RESULTS OF A SURVEY MADE BY ME OR UNDER MY DIRECT SUPERVISION AND IS DONE IN ACCORD WITH APPLICABLE STATE OF COLORADO REQUIREMENTS.

A. JOHN BURI, P.L.S.
COLORADO REGISTERED PROFESSIONAL LAND SURVEYOR NO. 24302
FOR AND ON BEHALF OF SCOTT, COX & ASSOCIATES, INC.

DRAFT 04/20/15

LINE TABLE		
Line #	Length	Direction
L1	783.25'	N89°58'52"W
L2	117.19'	N00°14'44"E
L3	131.33'	S89°58'43"E
L4	105.76'	N41°31'57"E
L5	846.36'	S00°03'59"W
L6	84.48'	N00°14'45"E
L7	42.49'	S89°45'16"E
L8	91.92'	N25°27'09"E
L9	159.50'	N00°14'44"E
L10	375.86'	S00°14'44"W
L11	783.25'	N89°58'52"W
L12	127.01'	N00°11'12"W
L13	103.02'	S89°55'23"E
L14	783.25'	N89°58'52"W
L15	605.87'	N00°04'37"E
L16	3.98'	S89°58'54"W
L17	316.30'	N00°14'44"E
L18	71.99'	N67°33'36"E
L19	118.34'	S22°25'48"E
L20	119.39'	S00°00'00"E
L21	169.11'	N90°00'00"E
L22	265.54'	S00°03'59"W
L23	24.27'	N67°33'36"E
L24	240.39'	N83°51'14"E
L25	240.39'	N83°51'14"E
L26	5.43'	N52°30'18"E
L27	304.95'	S00°03'59"W
L28	271.31'	N00°11'12"W
L29	187.34'	S89°55'23"E
L30	103.30'	S89°55'23"E
L31	187.06'	N89°55'23"W
L32	605.87'	N00°04'37"E
L33	261.60'	N66°51'48"E
L34	106.62'	S02°34'36"E
L35	81.89'	S00°11'12"E
L36	142.22'	N00°00'00"W
L37	124.33'	S00°14'44"W
L38	316.10'	N67°33'36"E
L39	158.70'	S00°14'44"W
L40	71.69'	N90°00'00"E
L41	44.68'	N90°00'00"E
L42	116.36'	N90°00'00"E

CURVE TABLE					
Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C1	104.89'	124.00'	48.47	N65°45'59"E	101.79'
C2	67.49'	620.00'	6.24	S44°45'03"E	67.45'
C3	93.86'	83.00'	64.79	N57°50'57"E	88.94'
C4	166.18'	620.00'	15.36	S55°32'50"E	165.68'
C5	36.13'	20.00'	103.51	N52°00'05"E	31.42'
C6	140.86'	620.00'	13.02	S69°44'03"E	140.56'
C7	29.74'	20.00'	85.20	S42°21'19"E	27.08'
C8	370.01'	680.00'	31.18	N62°36'10"W	365.46'
C9	27.38'	20.00'	78.45	N38°58'41"W	25.29'
C10	18.97'	505.00'	2.15	S71°56'39"E	18.97'
C11	52.17'	80.00'	37.36	S52°11'12"E	51.25'
C12	89.41'	60.00'	85.38	S42°30'21"W	81.37'
C13	89.41'	60.00'	85.38	N42°30'21"E	81.37'
C14	5.03'	60.00'	4.80	N87°35'56"E	5.03'
C15	53.74'	620.00'	4.97	S87°26'23"E	53.73'
C16	1.11'	680.00'	0.09	S89°52'35"E	1.11'
C17	49.69'	680.00'	4.19	N87°44'11"W	49.67'
C18	32.85'	20.00'	94.11	S47°18'05"W	29.28'

Scale: 1" = 50'
TRUE NORTH
0 25 50 100

PRELIMINARY PLAT
245 NORTH 96TH STREET
LOUISVILLE, COLORADO

SCOTT, COX & ASSOCIATES, INC.
consulting engineers • surveyors
1530 55th Street • Boulder, Colorado 80303
(303) 444 - 3051

Designed by AJB	Date 04/20/15	Scale 1"=50'	Drawing no. 14524C-1	Sheet 1
Drawn by JAS	Revision	Description	Date	Project no. 14524C
Checked by AJB				

City of Louisville
Louisville City Hall 749 Main Street Louisville, Colorado 80027 (303) 335-4592

Planning Department

April 3, 2015

Norrie Boyd
Boulder County Housing and Human Services
2525 13th Street
Boulder, CO 80304

Re: Review Comments for Case # 14-002-PP
245 North 96th Street Preliminary Plat and Planned Unit Development

Norrie,

The Boulder County Housing Authority application for a preliminary plat and preliminary planned unit development (PP) for the construction of a mixed use, affordable, and age restricted community on the Alkonis Property in North Louisville has been reviewed by City Staff.

Please address all of the comments in this letter prior to the May 14th Planning Commission meeting. The submittal for the Planning Commission meeting will need to be received by Monday, April 20th. Please note the referral comments are extensive. I encourage you to come in for a meeting with each referral agent prior to resubmittal.

Please let me know if I can be of any assistance in answering questions or clarifying any of these comments. I can be reached at (303) 335-4590 or by e-mail at troyr@louisvilleco.gov .

Respectfully,

Troy Russ
Director of Planning and Building Safety

Cc: Troy Russ, Planning Director
Craig Duffin, City Engineer

BVSD:

- See attached letter

Xcel:

- See attached letter

Wastewater

- No Comments

Fire Protection District: (Letter attached)

The following items are not included on the drawings and are need before the Fire District can respond:

1. Provide an emergency access plan using the fire department apparatus dimensions;

2. Provide a utility plan showing the fire hydrant placement, using the Louisville Municipal Code (LMC) requirements."

Building Safety Division

- No Comments

City Manager's Office

- No Comments

Public Safety

- No Comments

Economic Development

- No Comments

Parks Department:

1. Sheet 1, Title Sheet.

    a. Tract K is missing a use description.
    b. The area listed for outlot 4 is 0.1 acres which is incorrect, please correct.

2. There appears to be conflict regarding public land dedication, City ownership and City maintenance responsibilities on sheets 1, 2 and 3.

    a. On sheet 1 the Parks & Open Space Dedication Summary lists outlots 1 and 2 as having City ownership, regional trail use and maintenance by the city. Outlot 6 lists the City as the owner, City park use and maintenance by the City. All three outlots total .64 acres which is inconsistent with the non-encumbered public land dedication of 1.21 acres as shown on sheet 3.

b. On sheet 2, General Notes and Standards – All Planning Areas note 6 reads *'Private common open areas shall be owned and maintained by Boulder County Housing Authority. The central park, pocket parks and all dedicated lands shall be owned and maintained by the City of Louisville'.* This note is in contrast to what is listed in the Parks & Open Space Summary on sheet 1.

c. Encumber land does not count toward public land dedication requirements.

3. Sheet 5, Master Landscape Plan.
   a. The dedication patterns shown on the Public Lands Dedication Plan on sheet 3 is in conflict with the designations shown on the Park & Open Space Dedication Summary on sheet 1.

4. Sheet 5, Master Landscape Plan.

   a. Landscape Intent, A.4 Parking Lots. Eight parking spaces at 8.5 feet wide comes to 1 tree and three shrubs every 68 feet. With the intent to screen the parking area consider adding ornamental grasses, berming and including boulders for seasonal interest.

   b. General Notes number 4. The 'T' is missing in 'Tree Lawn'

   c. General Notes number 8. For maintenance purposes the Parks Division's maximum slope is 4:1. For areas to be maintained by Boulder County Housing Authority I would suggest a maximum slope of 4:1 as well.

5. Sheet 2, Master Plan & General Notes. The Parks & Open Space Dedication Summary lists outlots 1 and 2 as having ownership by the City for regional trail purposes unfortunately, outlot 1 appears to be about 5 feet wide on the west end and outlot 2 appears to be about 12 feet wide on the east end. As the two outlots don't lend themselve's to trail development due to their size and shape, the Parks and Recreation department requests fees-in-lieu of land dedication and would like to work with the applicant and the City of Lafayette to create a regional trail that is 8 feet wide and made of concrete that meanders through both outlots and the waterline easement.

6. Sheet 2, Master Plan & General Notes. West of the site provide a crosswalk for trail users at Hecla Drive and a short trail segment to connect to the Bullhead Gulch trail, final alignment to be determined. For the future highway 42 trail underpass at the northeast corner of the site address phasing of the trail to coordinate with construction of highway 42 improvements.

7. Sheet 1, Title Sheet. The Parks & Open Space Dedication Summary lists outlot 6 as having City ownership for park use however due to the small size of the park and the close proximity of Cowboy Park and Steel Ranch Park the City requests fees-In-lieu of land dedication.

Planning Department

General

1. *Please create a single uniform sheet format. The product delivered is in two formats, one from the architect and one from civil engineer.*
2. *Please eliminate the numerous grammatical errors found throughout the document."*
3. Refer to Hecla Drive as *"W. Hecla Dive"*

Planned Unit Development Sheet 1 of 10:

1. PARKS AND OPEN SPACE DEDICATION SUMMARY TABLE
   - i) Move to sheet 3 of 10 – "Public Lands Dedication Page"
   - i) Revise the title of the table from *"Parks and Open Space Dedication Summary Table"* to *"Land Dedication Summary Table".*
   - ii) Remove the maintenance column from the table. Maintenance of dedicated land will be designated within the associated development agreement.
   - iii) Designate ownership of Outlots 3 and 4 to the Colorado Department of Transportation, not the City of Louisville. Designate easement to the Goodhue Ditch Company. Provide letter from Goodhue Ditch Company agreeing to their prescribed easement being modified.
   - iv) The area listed for outlot 4 is 0.1 acres which is incorrect, please correct.
   - v) Add public access easement to the ownership description for outlot 5, or modify to a tract.
   - vi) Add City of Lafayette and Xcel Energy Utility Easements to the use descriptions for Tracts A and B
   - vii) Provide a use description for Track K.
   - viii) Provide a letter from the Goodhue Ditch Company agreeing to their prescribed easement be modified as illustrated with Tracts FF and GG.
2. PROJECT DESCRIPTION:
   - i) Revise the total number of units from 231 to 219 (Based on what is proposed on for Planning Area A on sheet 4 of 10.
   - ii) Provide the complete spelling of Paschal "*Drive*" and Kaylix "*Avenue*" in the description.
   - iii) Revise the access description to read *"future connection to Summit View "Drive" and Davidson Highline "Subdivision" via Kaylix Avenue.*"
   - iv) Revise the access description from South Boulder Road via Kaylix Avenue to *"future connection" through Christopher Plaza II Property's public access easement."*
   - v) Revise the signature block for the City Council by removing *"Ordinance"* and replacing it with *"Resolution"*
   - vi) Insert land owner signature block

Planned Unit Development Sheet 2 of 10:

1. DEVELOPMENT SUMMARY TABLE
   - i) Modify the term gross developable area to *"net"* developable area in 8th line of the Development Summary Table.
   - ii) Modify the Development Summary Table to accurately summarize the numbers presented. Staff calculates a *"net"* developable area of 10.154 acres, not 10.2 acres.
   - iii) Modify the Gross Area column in the Summary Table for each Planning Area to *"Net"* Area.
   - iv) Please explain why the total area for the planning areas (10.2 acres) is not equal to the "net" developable area calculated by staff (10.154 acres).
   - v) Please modify the Development Summary Table unit count to be consistent with the request documented on Sheet 4 of 10. Sheet 4 states Planning A will have 16 units, not 28 as allowed in the GDP. Staff calculates a total unit count being requested in this preliminary PUD to be 219, not 231.

2. GENERAL NOTES AND STANDARDS – ALL PLANNING AREAS
   - i) Insert PCZD in front of the land use term (commercial, and/or residential) for section 1 in the general notes.
   - ii) Insert the actual public land dedication of 1.94 acres to the end of section 2 in the general notes.
   - iii) Replace north with *"northeast"* and delete *"will be incorporated" in Section 3 of the* general notes.
   - iv) In Section 4 of the general notes please revise as follows:
     - (a) Kaylix Avenue is a local street, not a collector. Please reference accordingly.
     - (b) Please reference the intersection of Hwy 42 and W. Hecla having a cost share program for a traffic signal, not a light.
   - v) Please renumber the general notes. Your draft skipped Section 5.
   - vi) Please eliminate section 6. Development agreement will allocate maintenance.
   - vii) Please eliminate Section 7 in the general notes. As this PUD does not ensure the timing of the structure's demolition, not does it determine it historic eligibility.
   - viii) Please replace the second sentence of Section 8 with a sentence stating the County shall enter into a separate agreement with the Ditch Company regarding the piping of the ditch.

3. PUBLIC AND PRIVATE COMMON AREA SUMMARY
   - i) Consider eliminating this table. It appears redundant. Otherwise move this table to sheet 3 of 10 – "Public Lands Dedication Page".

4. PUBLIC LAND DEDICATION REQURIEMENT
   - ii) Move this table to sheet 3 of 10 – "Public Lands Dedication Page"

iii) Remove ROW information from the table. This information is not relevant to the public land dedication requirement.
iv) Note, the total public land dedication requirement is (10.89x.15) + (2.514x.12) = 1.94 acres.

5. PUBLIC LAND PROVISION
   i) Move this table to sheet 3 of 10 – "Public Lands Dedication Page"
   ii) Consider revising and including in the public land dedication table.

6. MASTER PLAN
   i) There is overlapping text. Please eliminate it is confusing to read.
   ii) Please remove buildings, landscaping, and parking from the map. Replace with land use bubbles with quantities and use descriptions. Retain topography, streets, and alleys.
   iii) The master plan shows parking, landscaping, and grading on the City of Lafayette and Xcel utility easements. Please provide a letter stating their agreement to the proposed improvements.
   iv) Relabel the Louisville Artist Co-Housing. As drawn, it appears the co-housing will be located on the utility easement.
   v) Please modify the commercial area. It our understanding the the art underground is not a part of this proposal.

Planned Unit Development Sheet 3 of 10:

i) Provide small planning area map for ease of readability, similar to what is drawn of sheet 4 of 10.
ii) Will the private common areas have a public access? If not, remove from table.

Planned Unit Development Sheet 4 of 10:

i) Revise allowed uses in all planning areas to match GDP:
   (a) Planning Area A – PCZD – C/R, except automobile service stations
   (b) Planning Area B – PCZD – R
   (c) Planning Area C – PCZD – R
   (d) Planning Area D – PCZD – R
ii) Please eliminate any direct references to the art underground
iii) Proposed MUDDSG parking for all planning areas is a waiver request to chapter 17.12 of the LMC. Please provide a parking study from other BCHA properties to justify.
iv) Please eliminate public land and private open space summaries for each planning area. They are redundant to sheet 3.
v) Correct the planning area b height in table to match note.
vi) Eliminate "private alley coverage data.

Planned Unit Development Sheet 5 of 10:

i) See Parks Department comments above.

Planned Unit Development Sheet 6 of 10:

i) See public works department comments below.

ii) Modify street sections to match the adjacent sections for W. Hecla through Steel Ranch and Kaylix Avenue through Steel Ranch

Planned Unit Development Sheet 7 of 10:

i) See public works department comments below.

Planned Unit Development Sheet 8 of 10:

i) See public works department comments below.

Planned Unit Development Sheet 9 of 10:

i) See public works department comments below.

Planned Unit Development Sheet 10 of 10:

i) No comments

Plat

i) Lot 7 does not have access to a public street. Revise plat to show a public access easement from both the alley and Kaylix Avenue to Lot 7

Public Works

GENERAL

1. Staff does not support the proposed street sections due to non-conformance with the Design and Construction Standards. The curb face, travel lane and walk dimensions are inconsistent. The level of variation in curb face dimensioning, bulb out/neck downs on the public street to accommodate private alley access and walk restriction at each private alley access (requiring installation of handicap ramps so that vehicles have priority over pedestrians using the public walk system) is not appropriate for the City road network. Alley access to a public street is accomplished thru use of ramp drive with detached walk.
2. The drainage plan does not conform to the City's Technical Drainage Criteria Manual. The proposal includes free release to adjoining property, release of drainage flow to active irrigation ditches, storm drainage site release rates above the required rates, storm water release to an abandoned irrigation ditch and does not include drainage facilities to accommodate street runoff. Staff does not support the drainage plan.
3. Staff does not support the proposed termination of Kaylix Ave. at the north and south boundary of the site without the use cul-de-sacs or other means to turn around maintenance equipment. Both north and south parcels are privately owned.
4. The utility plan does not conform to the City Design and Construction Standards. Water mains and sanitary sewer mains were not installed at the required offset locations and as mentioned above, street drainage facilities are not shown. Also, existing utility connections are incorrectly shown (potable and non-potable water main connection). Staff does not support the utility plan as shown.

PRELIMINARY DEVELOPMENT PLAN/PUD

Title Sheet – Sheet 1 of 10

1. Park and Open Space Dedication Summary Table
    a. Outlot 3 and 4 shall be dedicated to CDOT to accommodate roadway widening.
    b. The "Use" column indicates the Outlots are for Highway 42 Easement. Applicant to clarify if it's a dedicated easement or right of way (clarify). The "Use" column also indicates there will be a dedicated easement for the ditch. Applicant to obtain Goodhue Ditch approval of a new ditch easement in lieu of the existing prescribed easement.
    c. The information in the Maintenance column is general and requires clarity about specific items of maintenance and each parties responsibility. A maintenance exhibit may be appropriate in the Subdivision Agreement.
    d. Remove Outlot 5 from the Outlot portion of the table and insert in the "Tract" portion of the table because the land is owned and maintained by Boulder County Housing Authority.
    e. Applicant shall relocate the table to Sheet 3 of 10 because the public lands dedication plan clearly identifies Outlots and Tracts.
2. Planning Area Map
    a. Clearly indicate the southerly extension of Kaylix Ave. terminates at the Christopher Plaza II access easement. Kaylix Ave. cannot continue as a public street thru private property without an agreement and land dedication. As previously mentioned, terminate the public segment of Kaylix Ave. in a cul-de-sac or turn around.
    b. The northerly extension of Kaylix Ave. terminates at private property. Staff will not accept a dead end street for road and utility maintenance. Refer to previous comments.
    c. Please add surrounding developments to map per Municipal Code requirements.
    d. Delete the callout "Part of Planning Area D".
    e. Several years ago Hecla Drive west of SH 42 was renamed W. Hecla Dr. revise on all documents.
3. Project Description, Access,
    a. Add "W" before Hecla Drive in a). Applicant shall clarify the name of the development that dedicated W Hecla Drive ("Steel Ranch South" or "Takoda Subdivision").
    b. Add "W" before Hecla Drive in b).
    c. Add "Drive" after Paschal, Add "Avenue" after Kaylix, delete "property" and insert "Subdivision in c).
    d. Add "Avenue" after Kaylix, delete "property" and insert "Subdivision" in d).
4. Provide missing information about "Min. Public Use Area: "
5. Notes:
    a. Item 1, add date.

b. Item 4, staff recommends changing the design of the vehicular connections from collector and local streets.
c. Item 5, add “W” before “Hecla”, change “Kaylix Drive” to “Kaylix Avenue”.

MASTER PLAN & GENERAL NOTES - Sheet 2 of 10

1. Add surrounding subdivision label boundaries to the plan.
2. Show bike path connections to existing bike trail on W Hecla Drive and paved bicycle path in North End Subdivision.
3. Delete cut off label “Existing Bike T”
4. Applicant shall provide Kaylix Ave. cul-de-sacs (turnarounds) as previously mentioned.
5. The Kaylix Ave. extension north through Davidson Highline Subdivision is not on approved PUD. Add a note to the plan indicating the roadway extension is conceptual and part of the comprehensive development plan?
6. Applicant shall relocate graphic scale to make it more legible.
7. Add a note indicating right of way landscaping and snow removal from public walk shall be provided by Boulder County Housing Authority.
8. The bike path connection to Christopher Plaza is shown incorrectly. Revise plan.
9. The call out “10’ easement” at the south east corner of the development is difficult to read because of the reduced font. Delete call out if not necessary.
10. Provide a pedestrian easement for the public walk proposed adjacent SH42.
11. Indicate the future traffic signal at W. Hecla Drive and SH42. Add a discussion about the Housing Authority’s participation in half of the signalization cost.
12. Delete the callout “Tunnel Bike Path” and insert “Underpass”.
13. Street curb neck downs, variable curb dimensions, etc. are not supported by staff. Refer to previous comments.
14. General Notes and Standards – All Planning Areas
    a. Note 1 indicates the 4 Planning Areas. However the map provided does not show these areas. Consider moving the note to Sheet 1.
    b. Note 4, change “lighted intersection” to “traffic signal”. Last sentence includes reference to a previous agreement? Please provide a copy of the previous agreement.
    c. Note 6, last sentence is unclear. The responsibilities of all parties shall be clearly shown/exhibited in the Subdivision Agreement. Portions of the right of way are maintained by the adjacent owner (e.g. snow removal and landscape maintenance are typically performed by the adjacent property owner).

PUBLIC LANDS DEDICATION - Sheet 3 of 10

1. The drawing does not have a lot of information. Increase size of Public Lands Dedication Plan and utilize remaining vacant area of drawing.
2. Applicant shall clearly depict the CDOT right of way and Goodhue Ditch easement on the plan.
3. Dedication Legend, forth item, correct spelling of “Private”.

4. The call out “Existing Davidson Highline” is not legible. Revise.

PLANNING AREAS - Sheet 4 of 10

1. Notes and Standards 3, b, the phrase “along Hecla Drive, the 33% of the multi-family building façade with O setback…” may cause maintenance concerns. In these areas, the back of public walk shall be 4’ from the property line.
2. In Planning Areas A & B, 3. a, noted 50’ maximum building height. Refer to Planning Department, the 50’ maximum height exceeds the building height restriction of 35’ noted in other residential developments. Also, second sentence, applicant shall indicate the locations of “a specific instance”.

MASTER LANDSCAPE PLAN – Sheet 5 of 10

1. Noted tree planting in “the Orchard”. During the civil design process, staff will request that landscaping in the detention pond be limited and that trees/plant materials be located above the 100’ year storm water level, upstream from the outlet structure/overflow weir and embankment.
2. Noted tree planting by SH 42 Trail, over Goodhue Ditch Piping. Applicant shall obtain Goodhue Ditch Company approve of landscaping within their easement.
3. Please provide intersection sight lines at public street intersections. Lately we have received several complaints about parking near public intersections.
4. Staff recommends parkway widths large enough to accommodate tree planting, 10’ minimum.
5. Landscape Intent, General Notes:
    a. Note 4, Parks and Recreation Department to provide comments regarding irrigation system design/components.
    b. Note 5 is not accurate. There currently are no Outlots designated in right of way and the City of Louisville will not maintain landscaping in public right of way along W. Hecla Drive and Kaylix Avenue. Please refer to Parks and Recreation Department for additional comments.
6. Note: first Line, change “5” to “7”.

STREET SECTIONS – Sheet 6 of 10

1. Section 1
    a. Standard drive lanes are 12’ in width and parking lanes are 9’ in width on a collector street. The section is slightly different however the flow line dimension is acceptable as shown at 42’.
    b. The 3.5’ parkway is inadequate for street tree planting and potential exists for root intrusion under curb/walk and pavement. Request wider parkway area or attach walk to back of curb.

   c. If edge of walk is a right of way for all street sections, request additional 4' surface maintenance easement for walk repairs.
2. Section 2
   a. Provide a discussion about the 12.5' wide walks. The City's trail network includes 8' wide concrete paths. Is a walk larger than 8' necessary at this location?
   b. As previously mentioned the reduction in road width to 26' on a collector street does not conform to City Standards. Noted road width reduction at each private alley location. Revise design as previously mentioned.
3. Section 3
   a. As shown, the turn lane is 12' wide and through lanes are 10' wide (asphalt). Thru lanes are 12' wide on a collector street. If the street width was 42' between curb face, a marked turn lane would not be necessary.
   b. The proposed 7.5' walk is inconsistent with Sections 1 and 2. Applicant shall revise design. Please note Takoda Subdivision has 5' walks.

   c. 4' parkway for street trees is narrow and appears inadequate for proper tree growth. Parks and Recreation Ddepartment to provide additional comments.
4. Section 4
   a. 3.5' Parkway is too narrow for street trees as previously mentioned.
5. Section 5
   a. Indicate the alley loop as "Private".
   b. Delete the right of way reference and insert "Exclusive City Utility Easement and Access Easement".

HORIZONTAL CONTROL PLAN

1. Reduce or eliminate neck downs, provide ramp drives with detached walk at private alley access points, parking lanes appear for benefit of adjacent property owners, provide consistent roadway width, etc. Refer to previous comments.
2. SH42 should be dedicated to CDOT as previously mentioned.
3. Goodhue Ditch to approve the ditch easements prior to Plat approval.
4. W. Hecla Drive lane lines do not align with E. Hecla Dr. Revise plan.
5. Revise the lane control marking for eastbound W. Hecla at SH 42. Should the eastbound approach have a have a separate right turn lane?
6. Parking along south edge of W. Hecla Drive at SH 42 is too close to the intersection. Delete parking area.
7. Extent of guardrail along west side of SH42 may not be necessary when Goodhue Ditch is piped and area re-graded.
8. Indicate the future signalization of SH 42 at Hecla Drive.

GRADING AND DRAINAGE PLAN – Sheet 8 of 10

1. Refer to Drainage Report Comments.

2. Add conceptual storm system layout on the plan.

UTILITY PLAN – Sheet 9 of 10

1. Northern water main connection appears tied to a 12" raw water main or 6" private water line. Nearest potable water main is on Summit View Drive or at SH 42.
2. Proposed water main stub for Lot 1 is in conflict with City of Lafayette water main. Revise.
3. Water main conceptual plan should include valves and fire hydrants. Add to Utility Plan.
4. Main line water and sewer extension proposed for Lots 1, 2, 6, 10 are not approved as shown. Add building locations and proposed utility lines within the lots to determine if conceptual plan is adequate.
5. Sanitary sewer mains shall be installed 6' from center line per City Standards. Water and sewer mains have 10' clearance minimum. Design shall consider future replacement water main construction. Revise utility plan.
6. Sanitary sewer main design should have 2 terminal manholes if attaching to two sewer existing mains. Revise plan.
7. Notes: All notes that are specific to construction shall be deleted (e.g. 2, 4, 5). Note 3 would be appropriate if the plan indicated storm sewer piping. Note 1 can't be confirmed until a complete master utility plan is provided.
8. Detail, the 10' dimension is the clearance between water and sewer lines, not centerline. Revise.
9. Note that water meters shall be installed externally.

OVERALL PHASE MAP – Sheet 10 of 10

1. Public Improvements Notes:
    a. First Bullet, second line change "WHY" to "HY".
    b. Third Bullet, first line, change, "Village" to "Subdivision". Second line is incorrect. There is not a 12" potable water main within Davidson Highline Subdivision.
    c. Forth bullet, delete.
    d. Fifth Bullet, change "Village" to "Subdivision".
    e. Sixth Bullet, staff has issues with Kaylix Ave. terminations. Refer to previous comments.
    f. Add storm sewer to Phasing Plan.

PRELIMINARY PLAT – Sheet 1

1. Outlots 1-6 and Tracts A-GG not shown. Revise.
2. Dry and wet utility easements are not shown. Revise.
3. Noted Goodhue Ditch encroachment along south boundary of Lot 7, add easement as necessary.
4. Extend eastern limits of Plat to confirm W. Hecla Drive is centered with Hecla Drive (E).

5. West of SH 42, the street is called W. Hecla Drive. Revise all sheets.
6. As mentioned previously, the northern water main is not a potable water main owned by the City. The nearest City of Louisville is along the west side of SH42 or in Summit View Drive.
7. The southerly extension of Kaylix Ave. and connection to Christopher Plaza II will require "offsite" right of way easements (e.g. walk encroachment).

FINAL SUBDIVISION PLAT

Sheet 1

1. Plat is incomplete, refer to previous comments.
2. Add notes.

Sheet 2

1. Add Dry Utility Easements
2. Add Drainage Easements
3. Add easterly CDOT right of way and developments (Hecla Dr., Alvenus, Balfor, etc)
4. Discuss why City of Lafayette water line easement ends approximately 20' west of the east property line. Should a new water line easement be dedicated?
5. Add street centerline information to confirm conformance with City Standards.
6. Provide discussion regarding the Goodhue Ditches prescribed easement and the 30' dedicated right of way.
7. Goodhue Ditch shall approve the proposed 15' and 10' easements. Provide copy of ditch company approval.
8. Confirm public walk along SH 42 is within walk easement or right of way.
9. At southeast corner, the City will need an offsite water line easement and a pedestrian walk easement for existing improvements on Christopher Plaza II property.
10. As previously requested, provide a 4' Surface Maintenance Easement at back of walk.
11. City wet utilities shall be installed within right of way or City Exclusive Utility Easements.
12. Add temporary or permanent turnarounds (cul-de-sac) at ends of Kaylix Ave. City cannot maintain Kaylix Ave. as proposed.
13. Add drainage easement for detention pond(s).
14. City reserves the right to request additional easement in order to maintain its facilities (water/sewer).
15. Noted the cross access easement within Lot 1, Block 1, Steel Ranch South. Is easement required for construction on Lot 7? Add a discussion.
16. Provide a description for the triangle symbol (could be a control point).

TOPOGRAPHIC MAP

Sheet 1

1. Kaylix Dr. is shown within Christopher Plaza II. Delete the street name on private property.
2. Plan indicates a “missing transformer”. Is the call out needed?

Sheet 2

1. The water line shown within Davidson Highline Subdivision Replat A is “private” and not a public main.
2. The City of Louisville’s 12” raw water line is not shown on the plan.

TRAFFIC IMPACT STUDY

1. Page 2 is upside down in the report. Please revise.
2. Page 3, II Agency Discussions, Item 5, clearly describe why the 42 Gateway Report can be used in the study.
3. Page 18, V. Traffic Impacts, A. Auxiliary Lanes and Traffic Controls, Short Term, confirm that a westbound left turn lane deceleration lane is required at Kaylix Ave. Report indicates city requested but is it required in the analysis?
4. Page 20, Figure 10, at Hecla Dr. and SH42 intersection why is the right lane a thru/right movement versus a right only movement? During peak hour there is more eastbound right turns than through and left movements combined.

REPORT OF GEOTECHNICAL EXPLORATON

1. Provide soils analysis after overlot grading and utility work to confirm R-value used in pavement design
2. The recommended pavement thickness is for a twenty year pavement. Staff requests pavement design similar to Takoda Subdivison – W Hecla Drive 5.5” asphalt over 9” base course (recycled concrete class 6), Kaylix Ave can be treated like a residential; 4.5” asphalt over 9” base course (recycled concrete class 6).

PRELIMINARY DRAINAGE REPORT

1. The drainage report is not in conformance with the following sections of the City of Louisville Storm Drainage and Technical Criteria Manual.
    a. Section 2.8
    b. Section 4.6
2. The drainage report does not comply with section 2.8 of the Criteria Manual regarding release of storm sewer into irrigation ditches. If the applicant would like to continue to pursue release of storm sewer into an irrigation ditch, a variance from the standards must be requested from the applicant. An agreement must also be provided between the applicant and the ditch owner for release of storm water into the irrigation ditch and proof that flows will not cause damage.

3. The applicant shall revise the report to conform with the release rates from the Urban Drainage and Flood control District, Volume 2, table SO-1 (section 4.6 of the Storm Criteria Manual). The site is currently exceeding the allowable release rate. The allowable release rates for the site are 3.08cfs for the 10 year event and 11.38cfs for the 100 year event.
4. The applicant shall provide water quality and detention for Basins 2 and 3. These are currently without detention/water quality. The applicant shall provide a discussion about release of flows into an abandoned irrigation lateral (existing basin 2). This lateral was abandoned a few years ago. Who owns and can approve stormwater release into this abandoned piping? This will send stormwater to the Harney Lastoka property at the southeast corner of South Boulder Road and Highway 42 (96th). Release of stormwater into this pipe will not be allowed without an agreement with all affected downstream property owners and proof that flows will not cause damage.
5. The applicant shall provide a concept level storm sewer layout.
6. The applicant shall sign and stamp the certification page.
7. Page 1, Section 1.1- The applicant shall indicate that the existing ditch is an irrigation ditch and that it conveys historical flows.
8. Page 1, Section 1.2- The applicant shall indicate that the Goodhue Ditch routes "historical" flows to the northeast.
9. Page 1, Section 2.1 – See comments 1 and 2. The property owner at the end of the Goodhue Ditch states that his property gets flooded every rain storm. This shall be addressed with the Ditch company agreement.
10. Page 1-2, Section 2.2.1 – The applicant shall verify the locations of existing flows. There are several diversion structures in the Goodhue and the lateral piping in the center of the site. The report states these flows historically enter Hecla and Waneka lakes. These flows could also flow down the Goodhue (see comment 9). The lateral pipe could also flow into the Harney Lastoka property at the southeast corner of the South Boulder Road and Highway 42 (96th).
11. Page 2, Section 3.1 – See previous comments. The applicant shall revise and update section based on non-conformance with standards and requested variance.
12. Page 2, Section 3.2 – The applicant shall revise the release rates and language based on meeting the criteria and adhering to the required release rates and detention/water quality requirements.
13. Page 3, Section 4.1.1 – See previous comments - The applicant shall verify conveyance of the existing irrigation ditches.
14. Pages 4-6, Sections 4.1.3, 4.2, 5.1, 5.2 – See previous comments – Applicant shall update the report to conform with the Storm Drainage Criteria.
15. Exhibit A.3 – The applicant shall provide a concept storm layout. Include drainage and water quality for basins 2 and 3.
16. Appendix C – The applicant shall include calculations for Basins 2 and 3.

1.

LOUISVILLE FIRE
PROTECTION DISTRICT
ACCREDITED
"OUR FAMILY SERVING YOUR FAMILY"
895 W. VIA APPIA LOUISVILLE, CO 80027
HEADQUARTERS: 303.666.6595 | FAX: 303.666.7659
LOUISVILLEFIRE.COM

A TRADITION OF EXCELLENCE SINCE 1887

March 17, 2015

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

Re: Boulder County Housing Authority, 245 N. 95th Street

Dear Mr. Russ:

I have reviewed the referral for 245 N. 95th Street and met with the applicant regarding this project. In our meeting, we discussed fire department requirements, fire hydrant layout, and emergency access. However, the following items are not included on the drawings. I need this information before I can submit my comments.

1. Provide an emergency access plan using the fire department apparatus dimensions.

2. Provide a utility plan showing the fire hydrant placement, using the LMC requirements.

Please call me at 303-666-8809 if you have any questions.

Sincerely,

Chris Mestas
Fire Marshal

Right of Way & Permits

1123 West 3rd Avenue
Denver, Colorado 80223
Telephone: **303.571.3306**
Facsimile: 303. 571.3660
donna.l.george@xcelenergy.com

March 24, 2015

City of Louisville Department of Planning and Building Safety
749 Main Street
Louisville, CO 80027

Attn: Troy Russ

Re: 245 North 96th Street, Case # 14-002-PP

Public Service Company of Colorado (PSCo) has determined **there is a conflict** with the above captioned project. Public Service Company has an existing electric transmission line and associated land rights as shown within this property. Any activity including grading, proposed landscaping, erosion control or similar activities involving our existing right-of-way will require Public Service Company approval. Encroachments across Public Service Company's easements must be reviewed for safety standards, operational and maintenance clearances, liability issues, and acknowledged with a Public Service Company License Agreement to be executed with the property owner. **PSCo is requesting that, prior to any final approval of the development plan,** it is the responsibility of the property owner/developer/ contractor to contact **Mike Diehl, Siting and Land Rights Supervisor (303-571-7260, michael.diehl@xcelenergy.com)**, to have this project assigned to a Land Rights Agent for development plan review and execution of a License Agreement.

Please also be aware PSCo has an existing high pressure natural gas transmission pipeline within the Highway 42 right-of-way. Any activity including grading, proposed landscaping, erosion control or similar activities involving our facilities will require Public Service Company approval Should there be any off-site improvements including grading, proposed landscaping, erosion control or similar activities, the developer must contact **Cheryl Diedrich, Senior Right-of-Way Agent (cheryl.diedrich@xcelenergy.com**, **303-571-3116),** for development plan review. PSCo acknowledges the "exposed gas pipe" note for which **Don O'Connel (970-225-7851, donald.j.oconnell@xcelenergy.com)** is the contact.

To ensure that adequate utility easements are available within this development, PSCo requests that the following language or plat note be placed on the preliminary and final plats for the subdivision:

> ***Minimum ten-foot (10') wide dry utility easements are hereby dedicated on private property adjacent to all public streets, and around the perimeter of each commercial/industrial lot in the subdivision or platted area including tracts, parcels and/or open space areas. These easements are dedicated to the City of Louisville for the benefit of the applicable utility providers for the installation, maintenance, and replacement of electric, gas, television, cable, and telecommunications facilities (Dry Utilities). Utility easements shall also be granted within any access easements and private streets in the subdivision. Permanent structures, improvements, objects, buildings, wells, water meters and other objects that may interfere with the utility facilities or use thereof (Interfering Objects) shall not be permitted within said utility easements and the utility providers, as grantees, may remove any Interfering Objects at no cost to such grantees, including, without limitation, vegetation. Public Service Company of Colorado (PSCo) and its***

successors reserve the right to require additional easements and to require the property owner to grant PSCo an easement on its standard form.

Public Service Company also requests that **all utility easements be depicted graphically on the preliminary and final plats**. While these easements may accommodate certain utilities to be installed in the subdivision, some additional easements may be required as planning and building progresses.

In addition, 31-23-214 (3), C.R.S., requires the subdivider, at the time of subdivision platting, to provide for major utility facilities such as electric substation sites, gas or electric transmission line easements and gas regulator/meter station sites as deemed necessary by PSCo. While this provision will not be required on every plat, when necessary, PSCo will work with the subdivider to identify appropriate locations. This statute also requires the subdivider to submit a letter of agreement to the municipal/county commission that adequate provision of electrical and/or gas service has been provided to the subdivisions.

Please be aware PSCo owns and operates existing electric distribution facilities within the subject property. The property owner/developer/contractor must contact the **Builder's Call Line at 1-800-628-2121** and complete the application process for any new gas or electric service, or modification to existing facilities. It is then the responsibility of the developer to contact the Designer assigned to the project for approval of design details. Additional easements may need to be acquired by separate document for new facilities.

As a safety precaution, PSCo would like to remind the developer to call the **Utility Notification Center at 1-800-922-1987** to have all utilities located prior to any construction.

Should you have any questions with this referral response, please contact me at 303-571-3306.

Donna George
Contract Right of Way Referral Processor
Public Service Company of Colorado

Boulder Valley School District

6500 East Arapahoe, PO Box 9011
Boulder, CO 80301

Planning Office
303-245-5794
Fax: 303-447-5118
www.bvsd.org

March 31, 2015

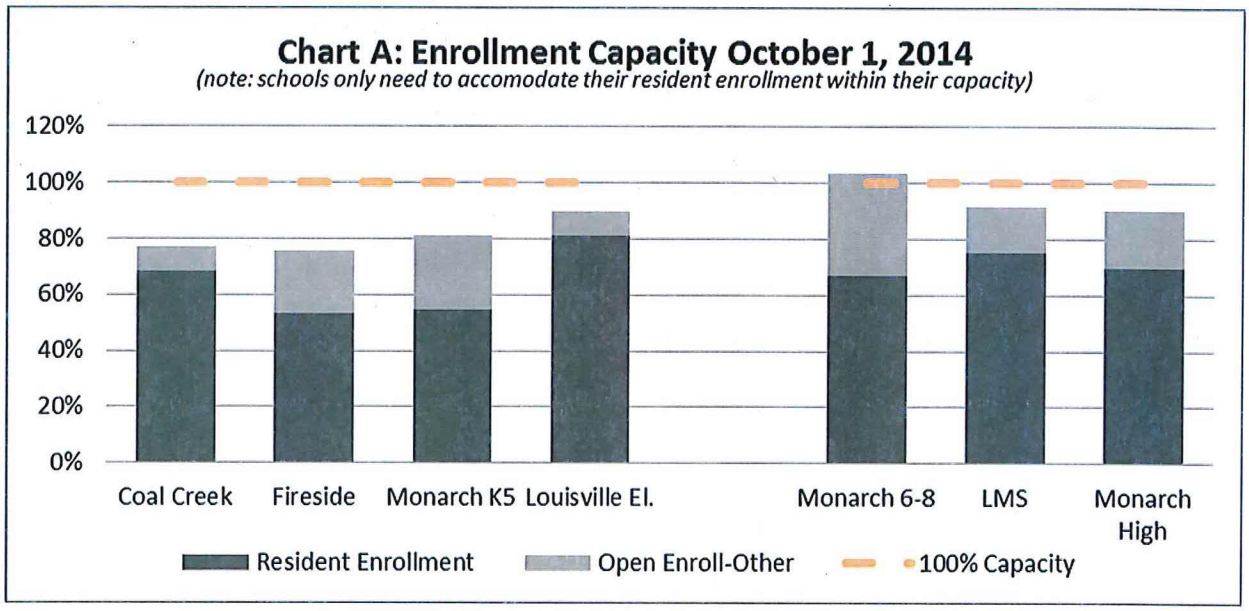
City of Louisville
Dept. of Planning and Building Safety
Attn: Troy Russ
749 Main St.
Louisville, CO 80027

RE: Boulder County Housing Authority Preliminary Planned Unit Development

Dear Troy:

Thank you for submitting Boulder County Housing Authority Annexation and Zoning materials for review by the Boulder Valley School District (BVSD). BVSD reviews development application in terms of capacity impacts on neighborhood schools and impacts on school land or facilities.

Chart A below shows the current program capacity and enrollment composition for each school in Louisville. On the whole, Louisville schools possess a sizeable ability to accommodate additional students, particularly when considering the level of current capacity being occupied by open enrolled students (those from outside a school's attendance area that a school is not required to accommodate). As the chart shows, however, the capacity to accommodate additional students does vary between schools.



The Boulder County Housing Authority Preliminary Development Plan application proposes to add 125 apartment units (eligible to non-seniors) and 24 single-family detached units with an anticipated student impact of 18 students on Louisville Elementary, 8 students on Louisville Middle, and 10 students on Monarch High school feeder.

When considering this and all other development activity in Louisville (Attachment A), and resident enrollment growth within the attendance areas of Louisville schools, Louisville Middle and Monarch High are able to accommodate projected growth (Chart B). Louisville Elementary, however, will likely exceed its program capacity within 5 years should growth within the existing housing stock of central Louisville continue at its recent pace. Elementary capacity in Louisville as a whole, however, is ample to accommodate continued enrollment growth.

CHART B

			Projected Enrollment				
School	**Capacity**	**2014-15**	**2015-16**	**2016-17**	**2017-18**	**2018-19**	**2019-20**
Louisville El.	648	584	595	632	652	668	683
% capacity		*90.1%*	*91.8%*	*97.5%*	*100.6%*	*103.0%*	*105.4%*
Louisville M.S.	691	633	647	645	663	687	676
% capacity		*91.4%*	*93.6%*	*93.3%*	*95.6%*	*96.8%*	*97.6%*
Monarch H.S.	1833	1,653	1,722	1,757	1,796	1,814	1,790
% capacity		*90.7%*	*91.9%*	*94.2%*	*97.8%*	*98.3%*	*98.2%*

Projection notes and assumptions:

- *Capacity methodology held over from 2012 and currently under review.*
- *Only the impacts of housing units expected during projection period are included.*
- *Enrollment growth in existing neighborhoods is assumed to be near current levels over the next 5 years.*
- *Louisville El. will graduate out the last significant number of open enrolled (O.E.) students in 2018.*
- *Louisville Middle and Monarch High will see increasing restrictions on O.E. through the projections period but will still retain sizeable O.E. populations in 5 years.*

Recent enrollment growth at Louisville Elementary continues to be managed by restricting open enrollment thus reducing the proportion of enrollment from outside the school's attendance area. In addition, the preschool program at the school has been relocated to Fireside Elementary in the 2014-15 school year and the current computer lab space has been converted for classroom use. At present, approximately 51 open enrolled students occupy seats at the school and continued restrictions will eventually make these seats available to new resident students. Should actual enrollment growth meet or exceed projected growth and open enrollment restrictions alone prove inadequate, other options to manage enrollment growth may be considered by the District. These could include additional changes in offered programming, the addition of portable classrooms, the addition of permanent classrooms, busing of students, or changes to attendance boundaries.

If you have any other questions, concerns, or further clarifications, feel free to contact me at 303-245-5794 or via e-mail at glen.segrue@bvsd.org.

Sincerely,

Glen Segrue, A.I.C.P.
Senior Planner

ATTACHMENT A: Planned Residential Development and Student Yield

Monarch High Feeder Schools *(revised 3/31/15)*

ELEM Att. Area	Unbuilt Residential Units* SFD	Dup	Twnhm	Condo	Apt	All	Elem_Yld	MS_Yld	HS_Yld
COAL CREEK									
Platted or Under Construction									
Copper Hill	2	0	0	0	0	2	1	0	0
Village Square	0	0	0	0	111	111	10	3	4
	2	**0**	**0**	**0**	**111**	**113**	**11**	**4**	**5**
Louisville El.									
Platted or Under Construction									
917 Main St	0	2	0	0	0	2	0	0	0
Blue Sage	51	0	0	0	0	51	15	8	10
Coal Creek Station	0	51	0	0	0	51	10	4	4
Concord Partners LLC	6	0	0	0	0	6	2	1	1
DELO Phase I	0	0	55	0	0	55	7	3	4
DELO Phase II	0	0	5	0	135	135	13	4	6
North End	13	12	0	60	0	95	10	4	10
North End Phase II	29	0	6	36	0	71	11	5	10
Parbois Place	1	0	0	0	0	1	0	0	0
Steel Ranch South	0	0	4	0	0	4	0	0	0
The Lanterns	0	24	0	0	0	24	5	2	2
In Development Review									
Alkonis	24	0	0	0	125	149	18	7	10
North End Phase II	0	0	0	37	0	37	2	1	4
North End Phase III	18	0	0	0	0	18	5	3	4
North End Phase IV	10	0	0	0	0	10	3	2	2
	152	**89**	**70**	**133**	**260**	**709**	**101**	**44**	**67**
Monarch K-5									
Platted or Under Construction									
Coal Creek Crossing	53	0	0	0	0	53	15	8	11
Discover Office Park	0	0	23	0	0	23	3	1	2
Superior Town Center	0	0	643	0	0	643	77	32	51
In Development Review									
Superior Town Center	400	0	0	356	0	756	137	67	116
Varra Estates	11	0	0	0	0	11	3	2	2
	464	**0**	**666**	**356**	**0**	**1,486**	**236**	**110**	**182**
	618	**89**	**736**	**489**	**371**	**2,308**	**347**	**158**	**253**

*lots unbuilt as indicated in parcel records as of 12/01/13 and periodic site inspections

Troy Russ

Subject: FW: 245 95th Street Plat and PUD - Referral (1 of 4)
Attachments: 1970 WATER IMPROVEMENTS PHASE III 2.pdf

From: Ken Kelgard [mailto:ken.kelgard@cityoflafayette.com]
Sent: Thursday, 09 April, 2015 12:09 PM
To: Troy Russ
Cc: Douglas Short; Brad Dallam
Subject: RE: 245 95th Street Plat and PUD - Referral (1 of 4)

Troy,

Thank you for sending us the plans for our review and comment. As you are aware the City of Lafayette has a water main within an easement along the north property line of the subject development. The line was built around 1970 so is about 45 years old at this time. The water main is a 16 inch diameter Asphalt Cement water main and extreme caution should be used while working around the water main and within the easement, a pdf of the design plans is attached for your reference. The water main has around 4.5 feet of cover and due to the age and type of material used to construct the water main the City of Lafayette requires that no additional loading (material or excavation equipment) be placed on top of the water main. All construction within the easement will require review and oversight by the City of Lafayette. Additional comments on the plans follow:

1) The developer will be responsible for the protection of the existing water main thru the entire construction process. The City of Lafayette would be open to discussing potential ways of mitigating its concerns about construction over the water main.

2) The City of Lafayette will not be held responsible for any and all damage or the subsequent repairs of any new feature built within the easement or in close proximity of the water main if there is a water main break. The City of Lafayette will not be held responsible for the restoration of any new feature (i.e.: parking lot, roadway, bike path, ect.) it encounters in the performance of any and all maintenance or repairs required of the water main.

3) Access to the easement needs to be provided at all time. New grading within the easement should be left in like condition as now so that the City of Lafayette can maintain the water main at all locations.

4) No permanent structures should be built on or within the easement that would restrict access or create additional costs for the City of Lafayette. New structures built outside the easement should not restrict access or maintenance activities.

5) Landscaping of the area should be completed using plants that are not going to impact the water main (long rooted plants and trees).

6) The location of a bike path within the easement would be allowable, however if the path is damaged by the City of Lafayette during the course of it maintaining the water main, the City of Lafayette will not be held responsible for restoration of the path.

7) The installation of a detention pond or orchard within the easement will not be allowed.

8) New roads over the top of the water main will require additional design work to provide protection of the water main.

9) It appears by the ALTA that there is a gap in the water main easement. If the ALTA is correct, the City of Lafayette requests the dedication of a easement to the City of Lafayette to extend it's 40 ft easement to the HWY 42 ROW to close the gap.

The City of Lafayette requests a meeting with the City and the Developer to discuss the plan and its potential impacts to the City of Lafayette's water main.

Boulder County

Housing Authority

2525 13th Street, Suite 204 • Boulder, Colorado 80304 • Tel: 303.441.3929 Fax: 720.564.2283
www.bouldercountyhhs.org

April 20, 2015

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

RE: Response to Review Comments for Case #14-002-PP
245 North 96th Street Preliminary Plat and Planned Unit Development

Dear Mr. Russ:

The Boulder County Housing Authority (BCHA) is pleased to submit this response to the City of Louisville's comments regarding the application for preliminary plat and preliminary planned unit development (PP) for the construction of a mixed use affordable and age restricted community on the property located at 245 North 96th Street.

We appreciate the time that the City staff, as well as the referral agencies, put into their extensive reviews of our application and plans. Since the initial submittal, our design team has enjoyed coordinating with staff and referral agencies to produce this current submittal. All comments have been addressed in the attached response letter and depicted graphically in the attached plans.

Our only overarching comment as the staff reviews this submittal is that we are very proud of our accomplishments with the City of Louisville to reach agreement on the affordability restriction setting forth 80% of the total amount of all residential units developed on the property to be affordable, sixty (60) of the affordable units to be age-restricted for occupancy by persons fifty-five years of age or older, as well as a financial assistance agreement that meets BCHA's needs to support the overall development financing. We ask that as the staff reviews the responses regarding public land dedication, off-site improvements and in lieu fees, these accomplishments between City of Louisville and BCHA regarding affordability and age restrictions remain in the forefront of the discussions. The property has a large proportion of public right of way dedication, existing and proposed easements and encumbrances. BCHA must balance the overall development land dedications with our affordability goals. We would like to continue to work together in good faith to meet the requests outlined by the City staff.

We look forward to working with the City of Louisville and the referral agencies to refine the plat and design a planned unit development that meets the needs of the community.

Sincerely,

Norrie Boyd
Planning Division Manager

Cc: Frank Alexander, BCHHS

BVSD:

- See attached letter

We appreciate BVSD's analysis of this development. BVSD studied impacts from this development along with all other development activity in Louisville and resident enrollment growth within the attendance areas of Louisville schools, and found that Louisville Middle and Monarch High are able to accommodate projected growth. Louisville Elementary may exceed its program capacity in 5 years if growth within the existing housing stock of central Louisville continues at current pace. Elementary capacity in Louisville as a whole is ample to accommodate continued enrollment growth.

While we understand that this BVSD has ample capacity to accommodate this project, BCHA is coordinating with BVSD and will address the District's questions surrounding the specific unit types, household composition, and construction schedule to assist with the planning and refinement for BVSD's enrollment projections. BCHA and Boulder County Housing and Human Services (BCHHS) have a strong working relationship with BVSD. BCHHS operates the Tenant-Based Rental Assistance Program (TBRA) for homeless families or families at risk of becoming homeless with children in BVSD and the St. Vrain Valley School District (SVVSD). BCHHS works with each school district's McKinney-Vento Liaison to identify families who are homeless or at-risk of becoming homeless and provides housing support, security deposit assistance, utility assistance and intensive case management to help ensure the families stability. Case managers work with the families to assess their needs and goals, and meet regularly with them until they are stabilized, and at least monthly thereafter for the duration of the tenant's participation in the program. BCHHS meets with families to stay informed of their children's school performance and attendance to ensure that the child(ren) is supported in their school setting. Participants also receive a public benefit screening for the County's human services benefits and receive application assistance, job training, and, if eligible, emergency funds for urgent needs. Additional services are available through other BCDHHS programs, BVSD and SVVSD, and local community-based organizations.

The TBRA program is an excellent example of BCHHS working with community partners to ensure neighborhood and school stability. BCHA will continue to build on this partnership and work closely with BVSD to ensure that BVSD is in a good position to manage the enrollment growth resulting from this project.

Xcel:

- See attached letter

BCHA understands there is much coordination to accomplish with Public Service Company (PSCo). BCHA will be meeting with PSCo Right of Way to discuss

existing transmission lines and land rights, current and proposed. BCHA will also coordinate with the Siting and Land Rights Agent for development plan review to fully understand how best to plan for and address proposed construction and grading to ensure these activities do not impact the high pressure natural gas line within the Highway 42 ROW.

BCHA will also be refining the project's estimated load calculations to submit to the Builders Call Line and will meet with PSCo's designers to discuss options for gas and electric service configurations. We are considering ground source heat pumps that would minimize the requirement for gas service to the site but increase electric service load, which would impact Xcel Energy's electric distribution system. We look forward to exploring these options with PSCo.

BCHA will ensure that adequate utility easements are available within the development by placing the language related to utility easement dedications on both the preliminary and final plats as referenced in the letter from Donna George, Contract Right of Way Referral Processor, dated March 24, 2015. BCHA wishes to discuss with PSCo the potential of having certain areas with less than 10 feet wide dry utility easements in particular instances.. All utility easements will be depicted graphically on the final plat.

BCHA appreciates PSCo for the reminder to call the Utility Notification Center to have all utilities located prior to any construction.

Wastewater

- No Comments

Fire Protection District: (Letter attached)

The following items are not included on the drawings and are need before the Fire District can respond:

1. Provide an emergency access plan using the fire department apparatus dimensions;

   An emergency access plan has been included with this resubmittal.

2. Provide a utility plan showing the fire hydrant placement, using the Louisville Municipal Code (LMC) requirements."

   Fire hydrant locations have been added to the utility plan, based on the LMC and a meeting with the fire department.

Building Safety Division

- No Comments

City Manager's Office

- No Comments

Public Safety

- No Comments

Economic Development

- No Comments

Parks Department:

1. Sheet 1, Title Sheet.

    a. Tract K is missing a use description.

    The Land Dedication Summary Table (formerly titled Park & Open Space Dedication Summary on Sheet 1 of 10) has been revised and moved to Sheet 3 of 10. All tracts include use descriptions.

    b. The area listed for outlot 4 is 0.1 acres which is incorrect, please correct.

    The Land Dedication Summary Table (formerly titled Park & Open Space Dedication Summary on Sheet 1 of 10) has been revised and moved to Sheet 3 of 10. Outlots 3 and 4 are now combined into a single Outlot 3 with the correct acreage.

2. There appears to be conflict regarding public land dedication, City ownership and City maintenance responsibilities on sheets 1, 2 and 3.

    a. On sheet 1 the Parks & Open Space Dedication Summary lists outlots 1 and 2 as having City ownership, regional trail use and maintenance by the city. Outlot 6 lists the City as the owner, City park use and maintenance by the City. All three outlots total .64 acres which is inconsistent with the non-encumbered public land dedication of 1.21 acres as shown on sheet 3.

    The Land Dedication Summary Table (formerly titled Park & Open Space Dedication Summary on Sheet 1 of 10) has been revised and moved to Sheet 3 of 10. The Public Lands and Private Common Open Space Summary on Sheet 3 of 10 has also been revised to show consistent land dedication areas between the two tables.

    b. On sheet 2, General Notes and Standards – All Planning Areas note 6 reads *'Private common open areas shall be owned and maintained by Boulder County Housing Authority. The central park, pocket parks and all dedicated lands shall be owned and maintained by the City of Louisville'.*

This note is in contrast to what is listed in the Parks & Open Space Summary on sheet 1.

The Planning Department asked that this note be eliminated. The note has been eliminated.

c. Encumbered land does not count toward public land dedication requirements.

Sec. 16.16.060 of City Code lays out the dedications, such that Subpart A addresses dedications of right of way for public streets, utilities and does not count towards our "public use dedication" requirement of 12-15% in Subpart B. We understand that the City is not required to accept any particular land as a dedication. On this site, there is a limited amount of truly unencumbered land available for public use dedication under Subpart B.

Section 16.16.060.B.3 sets out the rule that "If land is dedicated to the city, it shall be free of all liens and encumbrances." BCHA's interpretation of this provision is that land may be dedicated if there are encumbrances that would not interfere with the intended public use of the property. For instance, a water line easement held by a City is an encumbrance, but a trail over the water line is permissible as public use dedication under Section 16.16.060.B.3 because the water line encumbrance would not interfere with the intended public use and benefit of the property. Therefore, BCHA requests that the 0.242 Acres (outlots 1 & 2) of encumbered land on the northern boundary of the site identified as the regional trail connection may be counted towards the public land dedication under Subpart B because the encumbrance does not interfere with the intended public use of the property.

3. Sheet 3, Public Lands Dedication.
   a. The dedication patterns shown on the Public Lands Dedication Plan on sheet 3 is in conflict with the designations shown on the Park & Open Space Dedication Summary on sheet 1.

   The Land Dedication Summary Table (formerly titled Park & Open Space Dedication Summary on Sheet 1 of 10) has been revised and moved to Sheet 3 of 10. The dedications patterns have been coordinated.

4. Sheet 5, Master Landscape Plan.

   a. Landscape Intent, A.4 Parking Lots. Eight parking spaces at 8.5 feet wide comes to 1 tree and three shrubs every 68 feet. With the intent to screen the parking area consider adding ornamental grasses, berming and

including boulders for seasonal interest.

Suggestions are noted. Landscape and berming will be integrated into final design as budget and available space allow.

b. General Notes number 4. The 'T' is missing in 'Tree Lawn'

Typo in Note 4 has been corrected.

c. General Notes number 8. For maintenance purposes the Parks Division's maximum slope is 4:1. For areas to be maintained by Boulder County Housing Authority I would suggest a maximum slope of 4:1 as well.

Turf areas in the Central Park will not exceed 4:1 slopes. No areas in public R.O.W. will exceed 4:1 slopes. Native planting areas on private property will be designed at 3:1 maximum slopes per standard practice.

5. Sheet 2, Master Plan & General Notes. The Parks & Open Space Dedication Summary lists outlots 1 and 2 as having ownership by the City for regional trail purposes unfortunately, outlot 1 appears to be about 5 feet wide on the west end and outlot 2 appears to be about 12 feet wide on the east end. As the two outlots don't lend themselve's to trail development due to their size and shape, the Parks and Recreation department requests fees-in-lieu of land dedication and would like to work with the applicant and the City of Lafayette to create a regional trail that is 8 feet wide and made of concrete that meanders through both outlots and the waterline easement.

For clarification, the 5' and 12' dimensions referenced above are based on the easement boundary, not the outlot configuration.

BCHA and the City of Louisville have recently completed a thorough annexation agreement negotiation that resulted in BCHA's agreement to construct no less than 80% of the total amount of all residential units developed on the Project Location as affordable units for which the maximum rents and income limits do not exceed those listed for Boulder County in the Colorado Housing and Finance Authority's ("CHFA") Income and Rent Tables, as amended, for tenants earning at or below 60% of the Area Median Income ("AMI"), as adjusted for family size and number of bedrooms. Within such 80%, no less than sixty (60) of the affordable units shall be age-restricted for occupancy by persons fifty-five years of age or older, to the extent permitted by and developed in accordance with the exemption in the Fair Housing Act that concerns housing for older persons and associated HUD regulations at 24 C.F.R. § 100.300 et seq. Each affordable unit shall be maintained as such for a period of not less than 40 consecutive years from the date of initial occupancy of the unit.

The City has agreed to provide certain financial assistance to BCHA to support the construction and longterm affordability of the Project. BCHA and City will enter into a financial assistance agreement pursuant to applicable law, including without limitation, parts 1, 2 and 5, article 4, title 29, C.R.S.; part 2, article 1, title 29, C.R.S.; section 29-20-104.5, C.R.S., and the City Charter. The City and BCHA find the execution of this Agreement will serve to provide benefit and advance the public interest and welfare of the City and BCHA and citizens and businesses within the City.

BCHA and the City have agreed to the following rebates of impact fees required under Louisville Municipal Code, Chapter 3.18:
$62,762 with respect to the Parks and Trails Impact Fee;
$35,604 with respect to the Municipal Facilities Impact Fee; and
$30,015 with respect to the Transportation Impact Fee

BCHA and the City have accomplished a suitable agreement surrounding the impact fees and development of certain improvements that will benefit the City, including Parks and Trails improvements, Municipal Facilities and Transportation improvements. In order to accomplish the affordability goals on the property, BCHA requests that additional in lieu fees and off-site requirements not be added to the project scope.

Per the Annexation Agreement, BCHA and the City have agreed that BCHA shall at its expense design and construct trail connections and improvements throughout the Property connecting, in accordance with the approved final plat(s), to existing and planned trails within the City, including without limitation construction of the regional trail connection along the north boundary of the Property, which shall be completed with the first phase of development of the Property.

BCHA would like to work with the City of Louisville to accomplish this agreement by designing a trail that fits within the appropriate-sized and situated outlot and meets the City of Lafayette's goals to protect the water main, as well as protects the interests of the other easements within this area. To construct a trail that is safe for the public and is attractively designed may mean that the trail does not meander due to the constraints of the adjacent easements and construction activities over the water main.

6. Sheet 2, Master Plan & General Notes. West of the site provide a crosswalk for trail users at Hecla Drive and a short trail segment to connect to the Bullhead Gulch trail, final alignment to be determined. For the future highway 42 trail underpass at the northeast corner of the site address phasing of the trail to coordinate with construction of highway 42 improvements.

BCHA would like to work further with the City on the issue of Regional Trail

Connections that are not on our site. See responses to 5 above and 7 below for reference.

7. Sheet 1, Title Sheet. The Parks & Open Space Dedication Summary lists outlot 6 as having City ownership for park use however due to the small size of the park and the close proximity of Cowboy Park and Steel Ranch Park the City requests fees-In-lieu of land dedication.

   The 14.7% of the gross property area being dedicated to public right of way for streets and 2.8% of the gross property area being dedicated to CDOT for Highway 42 expansion to satisfy Section 16.16.060.A represents a very significant contribution to the improvement of the roads in this area of Louisville. This comes at a time when construction costs are at an unprecedented high.

   The 15.8% of the gross property area being held as salable lots to future developments is essential for the funding structure of the affordable housing that is in part to honor the intergovernmental agreement that BCHA has with the City of Louisville to provide such housing.

   The remaining net area of 8.938 Acres (66.6%) for developing our affordable housing program would meet the needs of this development.

   If we also dedicate the 14.4% of the gross property area that is required for public land dedication per Section 16.16.060.B of the Municipal Code, 1.96 Acres of land, we are working with 52.3% of the original property area to meet the needs of the development.

   We are working hard to serve a lower income family and senior population, of which a high percentage is current Louisville residents, who need housing and related services at affordable rates. We believe the affordability and senior housing goals are paramount, and represent a substantial benefit to the City of Louisville.

   We propose that the City a) accept the central park as a public dedication, b) accept the natural areas with walking paths around the water detention pond as a public dedication, c) accept the land for the regional trail along the north property line as a public dedication, d) accept our intent to good faith negotiations with the Takoda property owner to allow us to construct a trail improvement through a license agreement, or other legal instrument, for a trail across tract 'O' of Planning Area 4 of the Takoda and (e) waive the remaining public land dedication.

   Public Land Dedication for Trail - The trail is encumbered with easements and utilities and the City stated that encumbered land may not count towards public land dedication. BCHA respectfully requests the trail area be allowed as

dedicated land for public use because the encumbrances do not conflict with nor interfere with the public use and public benefit of the trail. BCHA therefore requests that the trail, though encumbered, does in fact count towards the public land dedication.

Public Land Dedication for Detention Pond Trail - 16.16.060.C says: "Retention ponds or other land left open solely for the purpose of the development, such as land under power lines, will not be considered as part of the land dedication required under this section." BCHA has reduced the dedication by the amount ineligible for dedication under 16.16.060.C because it is part of the defined detention pond. BCHA only included land outside of the actual detention pond for dedication.

Planning Department

General

1. *Please create a single uniform sheet format. The product delivered is in two formats, one from the architect and one from civil engineer.*

   A single uniform sheet format has been incorporated.

2. *Please eliminate the numerous grammatical errors found throughout the document."*

   Grammatical errors have been corrected.

3. Refer to Hecla Drive as *"W. Hecla Dive"*

   Reference to Hecla Drive has been revised to read "West Hecla Drive" throughout all documents.

Planned Unit Development Sheet 1 of 10:

1. PARKS AND OPEN SPACE DEDICATION SUMMARY TABLE
   i) Move to sheet 3 of 10 – "Public Lands Dedication Page"

      The Parks and Open Space Summary has been moved to sheet 3 of 10.

   ii) Revise the title of the table from *"Parks and Open Space Dedication Summary Table"* to *"Land Dedication Summary Table".*

      The title of the table has been revised from "Parks and Open Space Dedication Summary Table" to "Land Dedication Summary Table".

   iii) Remove the maintenance column from the table. Maintenance of dedicated land will be designated within the associated development agreement.

The maintenance column has been removed from the table.

iv) Designate ownership of Outlots 3 and 4 to the Colorado Department of Transportation, not the City of Louisville. Designate easement to the Goodhue Ditch Company. Provide letter from Goodhue Ditch Company agreeing to their prescribed easement being modified.

The ownership of Outlots 3 and 4, revised to be one Outlot 3, has been designated to the Colorado Department of Transportation and the easement therein has been designated to the Goodhue Ditch Company. A letter from the Goodhue Ditch Company agreeing to their prescribed easement being modified is forthcoming.

v) The area listed for outlot 4 is 0.1 acres which is incorrect, please correct.

The Land Dedication Summary Table (formerly titled Park & Open Space Dedication Summary on Sheet 1 of 10) has been revised and moved to Sheet 3 of 10. Outlots 3 and 4 are now combined into a single outlot 3.

vi) Add public access easement to the ownership description for outlot 5, or modify to a tract.

The Land Dedication Summary Table (formerly titled Park & Open Space Dedication Summary on Sheet 1 of 10) has been revised and moved to Sheet 3 of 10. Outlot 5 has been modified to a tract.

vii) Add City of Lafayette and Xcel Energy Utility Easements to the use descriptions for Tracts A and B.

The Land Dedication Summary Table (formerly titled Park & Open Space Dedication Summary on Sheet 1 of 10) has been revised and moved to Sheet 3 of 10. The City of Lafayette and Xcel Energy Utility Easements have be added to the descriptions of Tracts A and B.

viii) Provide a use description for Track K.

The Land Dedication Summary Table (formerly titled Park & Open Space Dedication Summary on Sheet 1 of 10) has been revised and moved to Sheet 3 of 10. All tracts include use descriptions

ix) Provide a letter from the Goodhue Ditch Company agreeing to their prescribed easement be modified as illustrated with Tracts FF and GG.

The easement language is to be reviewed by CDOT, Goodhue Counsel, and BCHA Counsel. Once in agreement, BCHA will obtain a letter from the Goodhue Ditch Company agreeing that their prescribed easement

may be modified as illustrated with Tracts FF and GG.

2. PROJECT DESCRIPTION:
   i) Revise the total number of units from 231 to 219 (Based on what is proposed on for Planning Area A on sheet 4 of 10.

      The total number of units remains at 231 and the number of units proposed for Planning Area A on sheet 4 of 10 has been revised to be 28.

   ii) Provide the complete spelling of Paschal "*Drive*" and Kaylix "*Avenue*" in the description.

      Complete spelling for Paschal "Drive" and Kaylix "Avenue" have been included.

   iii) Revise the access description to read *"future connection to Summit View "Drive" and Davidson Highline "Subdivision" via Kaylix Avenue.*"

      The access description has been revised to read "future connection to Summit View "Drive" and Davidson Highline "Subdivision" via Kaylix Avenue."

   iv) Revise the access description from South Boulder Road via Kaylix Avenue to *"future connection" through Christopher Plaza II Property's public access easement."*

      The access description has been revised from South Boulder Road via Kaylix Avenue to "future connection" through Christopher Plaza II Property's public access easement."

   v) Revise the signature block for the City Council by removing *"Ordinance"* and replacing it with *"Resolution."*

      The signature block for the City Council has been revised by removing "Ordinance" and replacing it with "Resolution."

   vi) Insert landowner signature block.

      The landowner signature block has been inserted.

Planned Unit Development Sheet 2 of 10:

1. DEVELOPMENT SUMMARY TABLE
   i) Modify the term gross developable area to *"net"* developable area in 8th line of the Development Summary Table.

The term gross developable area has been revised to be "net" developable area.

ii) Modify the Development Summary Table to accurately summarize the numbers presented. Staff calculates a *"net"* developable area of 10.154 acres, not 10.2 acres.

The Development Summary Table has been modified to correctly reflect "Other Easement Dedication" and also now accurately summarizes the numbers presented.

iii) Modify the Gross Area column in the Summary Table for each Planning Area to *"Net"* Area.

The Gross Area column in the Summary Table has been revised for each Planning Area to "Net" Area.

iv) Please explain why the total area for the planning areas (10.2 acres) is not equal to the "net" developable area calculated by staff (10.154 acres).

The Development Summary Table has been modified to correctly reflect "Other Easement Dedication" and now accurately summarizes the numbers presented.

v) Please modify the Development Summary Table unit count to be consistent with the request documented on Sheet 4 of 10. Sheet 4 states Planning A will have 16 units, not 28 as allowed in the GDP. Staff calculates a total unit count being requested in this preliminary PUD to be 219, not 231.

The Development Summary Table unit count remains at 231 and the Planning Area "A" Development Summary has been revised to request 28 units.

2. GENERAL NOTES AND STANDARDS – ALL PLANNING AREAS

i) Insert PCZD in front of the land use term (commercial, and/or residential) for section 1 in the general notes.

PCZD has been inserted in front of the land use term (commercial, and/or residential) for section 1 in the general notes.

ii) Insert the actual public land dedication of 1.94 acres to the end of section 2 in the general notes.

The public land dedication area of 1.94 acres has been added to section 2

of the general notes.

iii) Replace north with *"northeast"* and delete *"will be incorporated" in Section 3 of the* general notes.

North has been replaced with "northeast" and "will be incorporated" has been deleted in Section 3 of the general notes.

iv) In Section 4 of the general notes please revise as follows:

(a) Kaylix Avenue is a local street, not a collector. Please reference accordingly.

Section 4 of the general notes has been revised to reference Kaylix Avenue as a local street.

(b) Please reference the intersection of Hwy 42 and W. Hecla having a cost share program for a traffic signal, not a light.

Section 4 of the general notes has been revised to reference that the intersection of Hwy 42 and West Hecla Drive shall be constructed as part of a cost share program for a traffic signal, not a light.

Annexation Agreement, Section 10. Traffic Signal. Owner shall be responsible for and shall pay or reimburse the City for 50% of the cost of a traffic signal installation at the intersection of Hecla Drive and Highway 42. In fulfillment of such obligation, Owner shall pay to the City, within 30 days of the date of CDOT's issuance of its written approval for the traffic signal installation, an amount equal to 50% of the then-current City engineering estimate of cost of the traffic signal installation based upon a mutually acceptable industry standard for cost estimating. The City shall apply such funds to capital costs incurred for installation of the traffic signal.

v) Please renumber the general notes. Your draft skipped Section 5.

The general notes have been renumbered.

vi) Please eliminate section 6. Development agreement will allocate maintenance.

Section 6 of the general notes has been eliminated.

vii) Please eliminate Section 7 in the general notes. As this PUD does not ensure the timing of the structure's demolition, not does it determine it historic eligibility.

Section 7 of the general notes has been eliminated.

viii) Please replace the second sentence of Section 8 with a sentence stating the County shall enter into a separate agreement with the Ditch Company regarding the piping of the ditch.

The second sentence of section 5 (previously section 8) of the general notes has been replaced with a sentence stating the County shall enter into a separate agreement with the Goodhue Ditch Company regarding the piping of the ditch.

3. PUBLIC AND PRIVATE COMMON AREA SUMMARY
   i) Consider eliminating this table. It appears redundant. Otherwise move this table to sheet 3 of 10 – "Public Lands Dedication Page".

   The table has been omitted due to redundancy of information.

4. PUBLIC LAND DEDICATION REQURIEMENT
   i) Move this table to sheet 3 of 10 – "Public Lands Dedication Page".

   The Public Lands Dedication Requirement table has been moved to sheet 3 of 10, "Public Lands Dedication Page".

   ii) Remove ROW information from the table. This information is not relevant to the public land dedication requirement.

   The ROW information has been removed from the table.

   iii) Note, the total public land dedication requirement is (10.89x.15) + (2.514x.12) = 1.94 acres.

   The total public land dedication requirement has been revised to 1.94 acres.

5. PUBLIC LAND PROVISION
   i) Move this table to sheet 3 of 10 – "Public Lands Dedication Page."

   The Public Land Provision Table has been moved to sheet 3 of 10.

   ii) Consider revising and including in the public land dedication table.

   The public land provisions have been revised and the information has been incorporated into the public land dedication table.

6. MASTER PLAN

i) There is overlapping text. Please eliminate it is confusing to read.

Overlapping text has been reconfigured for legibility.

ii) Please remove buildings, landscaping, and parking from the map. Replace with land use bubbles with quantities and use descriptions. Retain topography, streets, and alleys.

Buildings, landscaping and parking have been removed. Land use bubbles and use descriptions have been added while retaining topography, streets and alleys.

iii) The master plan shows parking, landscaping, and grading on the City of Lafayette and Xcel utility easements. Please provide a letter stating their agreement to the proposed improvements.

BCHA is in the process of setting up development review meetings with PSCo Siting and Land Rights, ROW and design, CDOT, City of Lafayette regarding the utility easements and encroachments. Once the review is complete, BCHA will obtain letters from the City of Lafayette and PSCo regarding the location of easements and improvements within the easements.

iv) Relabel the Louisville Artist Co-Housing. As drawn, it appears the co-housing will be located on the utility easement.

Louisville Artist Co-Housing has been relabeled "Future Development". No permanent structures will be located on the utility easement.

v) Please modify the commercial area. It our understanding the art underground is not a part of this proposal.

The commercial area has been modified to eliminate the Art Underground as a project partner. The lot has been relabeled "Future Development".

Planned Unit Development Sheet 3 of 10:

i) Provide small planning area map for ease of readability, similar to what is drawn of sheet 4 of 10.

A small planning area map has been added to sheet 3 of 10 for ease of readability.

ii) Will the private common areas have a public access? If not, remove from table.

BCHA would like the private common open areas to be quantified given that they are shared site-wide by the senior and multi-family residents and will generally be open to the public.

Planned Unit Development Sheet 4 of 10:

i) Revise allowed uses in all planning areas to match GDP:
   (a) Planning Area A – PCZD – C/R, except automobile service stations
   (b) Planning Area B – PCZD – R
   (c) Planning Area C – PCZD – R
   (d) Planning Area D – PCZD – R

Allowed uses in all planning areas has been revised to match the GDP.

ii) Please eliminate any direct references to the art underground.

All references to The Art Underground have been eliminated.

iii) Proposed MUDDSG parking for all planning areas is a waiver request to chapter 17.12 of the LMC. Please provide a parking study from other BCHA properties to justify.

The applicant conducted a parking study of other BCHA properties.

Josephine Commons Senior Building:
Lot 84 on which the Senior Building is located contains a total of 91 parking spaces that are applied specifically to the Senior Building. Per the City of Lafayette Municipal Code, a total of 120 spaces are required based on the total number of units and associated bedrooms, which is provided below. The proposed reduction was 25% (91 where 120 is required). Even with this reduction, Josephine Commons has ample parking. BCHA surveyed available parking on the week of April 13, 2015, with counts taken at 7:00 pm. At that time, only 27 spaces were occupied.

Commons Unit Mix - 74 apartments

Unity Type	Count
1bd	44
2bd	26
2bd duplex	4

Aspinwall at Josephine Commons:
At Aspinwall, there are a total of 184 spaces, with 160 surface spaces and 24 garage/driveway spaces. Based on the unit mix below, the required

parking for the new construction duplex and townhomes is 154 spaces. Therefore, Aspinwall has parking in excess of what is required by code. At the time of BCHA's parking survey, only 115 parking spaces were occupied.

Unit Mix – 72 townhomes

Unit Type	Count
1 bd	22
2 bd	26
3 bd	22
4 bd	2

The average parking ratio for the Josephine Commons/Aspinwall project is 1.88 parking spaces per unit. Based on BCHA's parking survey, less than one space per unit, .97, is actually needed. Given the prevalence on one-bedroom units in the proposed Louisville development, BCHA believes that even less parking will be needed to adequately serve the project.

BCHA proposes the following parking ratios:
Senior: 0.5 spaces per residential unit, which is commensurate with the parking requirements in the City's Municipal Code (Section 17.20.020. A. 4.), plus 8 spaces for staff.
Multifamily: 25% reduction to code requirements.

On sheet 4 of 10 in Planning Area "B" Notes and Standards, item 5 has been revised to reflect the proposed parking ratios listed above for senior housing and to change the proposed parking reduction (from 2 to 1.5 spaces for 2 bedroom units) to be 25% for multi-family units justified based on findings listed above for a similar development in the area.

On sheet 4 of 10 in Planning Area "A" Notes and Standards, item 5 has been revised to eliminate the reference to TAU, to include a proposed parking reduction of 50% for the community center as it will be used most often by on-site residents, and to include a proposed parking reduction of 25% for multi-family units justified based on findings listed above for a similar development in the area.

On sheet 4 of 10 in Planning Area "B" & "C" Notes and Standards, item 5 has been revised to change the proposed parking reduction (from 2 to 1.5 spaces for 2 bedroom units) to be 25% for multi-family units justified based on findings listed above for a similar development in the area.

iv) Please eliminate public land and private open space summaries for each planning area. They are redundant to sheet 3.

The public land and private open space summaries for each planning area have been eliminated.

v) Correct the planning area b height in table to match note.

The planning area B height in the table has been corrected to match the note.

vi) Eliminate "private alley coverage data.

The private alley coverage data has been eliminated.

Planned Unit Development Sheet 5 of 10:

i) See Parks Department comments above.

Planned Unit Development Sheet 6 of 10:

i) See public works department comments below.

ii) Modify street sections to match the adjacent sections for W. Hecla through Steel Ranch and Kaylix Avenue through Steel Ranch.

Planned Unit Development Sheet 7 of 10:

i) See public works department comments below.

Planned Unit Development Sheet 8 of 10:

i) See public works department comments below.

Planned Unit Development Sheet 9 of 10:

i) See public works department comments below.

Planned Unit Development Sheet 10 of 10:

i) No comments

Plat

i) Lot 7 does not have access to a public street. Revise plat to show a public access easement from both the alley and Kaylix Avenue to Lot 7.

Public access is provided to Lot 7 via a public access easement for the alley loop road near the northeast corner of Lot 7.

Public Works

GENERAL

1. Staff does not support the proposed street sections due to non-conformance with the Design and Construction Standards. The curb face, travel lane and walk dimensions are inconsistent. The level of variation in curb face dimensioning, bulb out/neck downs on the public street to accommodate private alley access and walk restriction at each private alley access (requiring installation of handicap ramps so that vehicles have priority over pedestrians using the public walk system) is not appropriate for the City road network. Alley access to a public street is accomplished thru use of ramp drive with detached walk.

   Per direction from Staff, the street sections have been simplified to match the City's standard street sections. Before the FDP is approved for this project, the applicant will work with Staff to fine-tune the street sections in order to provide traffic calming through the development.

2. The drainage plan does not conform to the City's Technical Drainage Criteria Manual. The proposal includes free release to adjoining property, release of drainage flow to active irrigation ditches, storm drainage site release rates above the required rates, storm water release to an abandoned irrigation ditch and does not include drainage facilities to accommodate street runoff. Staff does not support the drainage plan.

   The drainage report has been revised. It is our intent to capture/treat/release much of the developed flows generated on the site, however, there may be a small portion of flow that releases undetained. As discussed with the Goodhue Ditch Board, our plan is to mitigate developed flows to pre-developed levels, and discharge to the Goodhue Ditch. Release rates are currently being negotiated with the Ditch Board. We are no longer planning to release flows to the abandoned irrigation culvert near the southeast corner of the property. The drainage plan is preliminary in nature, and will be fine-tuned during the FDP preparation.

3. Staff does not support the proposed termination of Kaylix Ave. at the north and south boundary of the site without the use cul-de-sacs or other means to turn around maintenance equipment. Both north and south parcels are privately owned.

   A temporary gravel cul-de-sac has been added to the northern terminus of Kaylix Avenue. The southern portion of Kaylix Avenue has been truncated south of the intersection with the Alley Loop.

4. The utility plan does not conform to the City Design and Construction Standards. Water mains and sanitary sewer mains were not installed at the required offset locations and as mentioned above, street drainage facilities are not shown. Also, existing utility connections are incorrectly shown (potable and non-potable water main connection). Staff does not support the utility plan as shown.

The utility plan has been revised to meet the City's clearance requirements & sanitary sewer placement. Preliminary locations for storm drainage pipes & curb inlets are shown on the utility plan, and are called-out on the grading/drainage plan.

PRELIMINARY DEVELOPMENT PLAN/PUD

Title Sheet – Sheet 1 of 10

1. Park and Open Space Dedication Summary Table
    a. Outlot 3 and 4 shall be dedicated to CDOT to accommodate roadway widening.

       The ownership of Outlots 3 and 4, revised to be one Outlot 3, has been designated to the Colorado Department of Transportation and the easement therein has been designated to the Goodhue Ditch Company. A letter from the Goodhue Ditch Company agreeing to their prescribed easement being modified is forthcoming.

    b. The "Use" column indicates the Outlots are for Highway 42 Easement. Applicant to clarify if it's a dedicated easement or right of way (clarify). The "Use" column also indicates there will be a dedicated easement for the ditch. Applicant to obtain Goodhue Ditch approval of a new ditch easement in lieu of the existing prescribed easement.

       After the easement language is reviewed and accepted by CDOT and BCHA, BCHA will seek a letter of approval from the Goodhue Ditch Company to their revised prescribed easement over the CDOT easement. Note that the use column has been eliminated from the Open Space Summery Table for the Preliminary PUD per Planning Department's request.

    c. The information in the Maintenance column is general and requires clarity about specific items of maintenance and each party's responsibility. A maintenance exhibit may be appropriate in the Subdivision Agreement.

       Per the Planning Department's request the Maintenance column has been eliminated.

    d. Remove Outlot 5 from the Outlot portion of the table and insert in the "Tract" portion of the table because the land is owned and maintained by Boulder County Housing Authority.

       Outlot 5 have been removed from the Outlot portion of the table and

inserted as "Tract H".

e. Applicant shall relocate the table to Sheet 3 of 10 because the public lands dedication plan clearly identifies Outlots and Tracts.

   The Parks and Open Space Summary has been renamed "Land Dedication Summary Table" and has been moved to sheet 3 of 10.

2. Planning Area Map
   a. Clearly indicate the southerly extension of Kaylix Ave. terminates at the Christopher Plaza II access easement. Kaylix Ave. cannot continue as a public street thru private property without an agreement and land dedication. As previously mentioned, terminate the public segment of Kaylix Ave. in a cul-de-sac or turn around.

      It has been indicated diagrammatically on the planning area map that the southerly extension of Kaylix Avenue terminates before the Christopher Plaza access easement. Per a meeting with Staff, the southern terminus of Kaylix will not require a temporary turn-around and the adjacent Alley Loop will be used for plowing/maintenance operations until the future connection is constructed.

   b. The northerly extension of Kaylix Ave. terminates at private property. Staff will not accept a dead end street for road and utility maintenance. Refer to previous comments.

      It has been indicated diagrammatically on the planning area map that the northerly extension of Kaylix Avenue terminates at private property. Per a meeting with staff, a temporary gravel cul-de-sac has been added at the northern terminus of Kaylix.

   c. Please add surrounding developments to map per Municipal Code requirements.

      Surrounding developments have been added to the Planning Area Map

   d. Delete the callout "Part of Planning Area D".

      The callout "Part of Planning Area D" has been deleted.

   e. Several years ago Hecla Drive west of SH 42 was renamed W. Hecla Dr. Revise on all documents.

      Reference to Hecla Drive will be revised to read "West Helca Drive"

throughout all documents.

3. Project Description, Access,
    a. Add “W” before Hecla Drive in a). Applicant shall clarify the name of the development that dedicated W Hecla Drive (“Steel Ranch South” or “Takoda Subdivision”).

        “West” has been added before Hecla Drive. The name of the development that dedicated West Hecla Drive has been clarified as “Takoda Subdivision”.

    b. Add “W” before Hecla Drive in b).

        “West” has been added before Hecla Drive.

    c. Add “Drive” after Paschal, Add “Avenue” after Kaylix, delete “property” and insert “Subdivision in c).

        “Drive” has been added after Paschal, “Avenue” has been added after Kaylix, “property” has been deleted and “Subdivision” has been added in c).

    d. Add “Avenue” after Kaylix, delete “property” and insert “Subdivision” in d).

        “Avenue” has been added after Kaylix, “property” has been deleted and “Subdivision” has been added in d).

4. Provide missing information about “Min. Public Use Area:”

    Information about “Min. Public Use Area” has been added.

5. Notes:
    a. Item 1, add date.

        The date has been added.

    b. Item 4, staff recommends changing the design of the vehicular connections from collector and local streets.

        The design of the vehicular connections have changed per staff recommendations.

    c. Item 5, add “W” before “Hecla”, change “Kaylix Drive” to “Kaylix Avenue”.

"West" has been added before Hecla Drive and "Kaylix Drive" has been changed to "Kaylix Avenue".

MASTER PLAN & GENERAL NOTES - Sheet 2 of 10

1. Add surrounding subdivision label boundaries to the plan.

   Surrounding subdivision labels have been added to the plan.

2. Show bike path connections to existing bike trail on W Hecla Drive and paved bicycle path in North End Subdivision.

   Bike path connections to existing bike trail on West Hecla Drive and paved bicycle path in North End Subdivision have been shown.

   These connections are proposed only, and off-site connections are not intended to be constructed as part of this development. BCHA would like to work further with the City on the issue of Regional Trail Connections that are not on our site.

3. Delete cut off label "Existing Bike T".

   Label reading "Existing Bike T" has been deleted.

4. Applicant shall provide Kaylix Ave. cul-de-sacs (turnarounds) as previously mentioned.

   A temporary gravel cul-de-sac has been added at the northern terminus of Kaylix. Per a meeting with Staff, the southern terminus of Kaylix will not require a temporary turn-around. The adjacent Alley Loop will be used for plowing/maintenance operations.

5. The Kaylix Ave. extension north through Davidson Highline Subdivision is not on approved PUD. Add a note to the plan indicating the roadway extension is conceptual and part of the comprehensive development plan?

   A note had been added to the plan indicating that the north extension of Kaylix through Davidson Highline Subdivision is conceptual.

6. Applicant shall relocate graphic scale to make it more legible.

   The graphic scale has been relocated for legibility.

7. Add a note indicating right of way landscaping and snow removal from public walk shall be provided by Boulder County Housing Authority.

BCHA will provide ROW landscaping. However, BCHA requests that future maintenance and snow removal be considered and specified in the Development Agreement as opposed to the PUD, in accordance with staff comments requesting removal of references to Maintenance designations and tables. BCHA agrees the development agreement will be a more definitive and detailed document appropriate for clarifying ongoing maintenance agreements of the many varied elements of the development.

8. The bike path connection to Christopher Plaza is shown incorrectly. Revise plan.

   BCHA has illustrated one possible connection, but cannot at this time commit to constructing the connections off site pending further discussion with Christopher Plaza landowners.

9. The call out "10' easement" at the south east corner of the development is difficult to read because of the reduced font. Delete call out if not necessary.

   Callout has been deleted, as it is not necessary on this master plan.

10. Provide a pedestrian easement for the public walk proposed adjacent SH42.

    The proposed walk on the west side of SH42 will be completely within CDOT ROW once the 30 foot swath of ROW is dedicated to CDOT.

11. Indicate the future traffic signal at W. Hecla Drive and SH42. Add a discussion about the Housing Authority's participation in half of the signalization cost.

    The future traffic signal at West Hecla Drive and Hwy 42 has been indicated and language regarding participation added per previous response.

12. Delete the callout "Tunnel Bike Path" and insert "Underpass".

    "Tunnel Bike Path" has been deleted and "Underpass" has been inserted.

13. Street curb neck downs, variable curb dimensions, etc. are not supported by staff. Refer to previous comments.

    Street curb neck downs, variable curb dimensions, etc. have been removed from the master plan. These elements will be developed in conference with the City for the Final PUD.

14. General Notes and Standards – All Planning Areas
    a. Note 1 indicates the 4 Planning Areas. However the map provided does not show these areas. Consider moving the note to Sheet 1.

The Master Plan Map has been simplified per Planning Department comments and Planning Areas Reference Map has been included.

b. Note 4, change "lighted intersection" to "traffic signal". Last sentence includes reference to a previous agreement? Please provide a copy of the previous agreement.

   Response: In note 4 "lighted intersection" has been changed to "traffic signal".

   A copy of the proposed Annexation Agreement between BCHA and the City of Louisville is attached. The Agreement has not been executed but the form of agreement was approved at the March 17, 2015 City Council meeting. Please see section 10. Traffic Signal.

c. Note 6, last sentence is unclear. The responsibilities of all parties shall be clearly shown/exhibited in the Subdivision Agreement. Portions of the right of way are maintained by the adjacent owner (e.g. snow removal and landscape maintenance are typically performed by the adjacent property owner).

   As stated above previously, BCHA requests that future responsibilities, such as maintenance and snow removal, be considered and specified in the Development Agreement as opposed to the PUD, in accordance with staff comments requesting removal of references to Maintenance designations and tables. BCHA agrees the development agreement will be a more definitive and detailed document appropriate for clarifying ongoing maintenance agreements of the many varied elements of the development.

PUBLIC LANDS DEDICATION - Sheet 3 of 10

1. The drawing does not have a lot of information. Increase size of Public Lands Dedication Plan and utilize remaining vacant area of drawing.

   Sheet 3 of 10 has been revised to include land use tables. The plan remains at the original scale of 1"=100'.

2. Applicant shall clearly depict the CDOT right of way and Goodhue Ditch easement on the plan.

   CDOT ROW and Goodhue Ditch easement have been clearly indicated on the Public Lands Dedication Plan.

3. Dedication Legend, forth item, correct spelling of “Private”.

   The spelling of “Private” on the Dedication Legend has been corrected.

4. The call out “Existing Davidson Highline” is not legible. Revise.

   The call out for “Existing Davidson Highline” has been revised to be legible.

PLANNING AREAS - Sheet 4 of 10

1. Notes and Standards 3, b, the phrase “along Hecla Drive, the 33% of the multi-family building façade with O setback…” may cause maintenance concerns. In these areas, the back of public walk shall be 4’ from the property line.

   Per previous comment, the applicant would like to work with the City to find a solution for maintenance and repairs that does not require an additional 4’ maintenance easement at the back of public walk.

2. In Planning Areas A & B, 3. a, noted 50’ maximum building height. Refer to Planning Department, the 50’ maximum height exceeds the building height restriction of 35’ noted in other residential developments. Also, second sentence, applicant shall indicate the locations of “a specific instance”.

   For PCZD-R Sec.17.72.190. states that yard and bulk requirements shall be in conformance with chapter 17.12 and in general conformance with listed zoned districts including R-H that has a maximum height principle use of 50’.

MASTER LANDSCAPE PLAN – Sheet 5 of 10

1. Noted tree planting in “the Orchard”. During the civil design process, staff will request that landscaping in the detention pond be limited and that trees/plant materials be located above the 100’ year storm water level, upstream from the outlet structure/overflow weir and embankment.

   Generally, trees and plants shall be located above the 100’ year storm. BCHA would like to work with the City to develop a detention pond landscape that contributes positively to the ‘Natural Area’.

2. Noted tree planting by SH 42 Trail, over Goodhue Ditch Piping. Applicant shall obtain Goodhue Ditch Company approve of landscaping within their easement.

   BCHA will not plant trees within the Goodhue Ditch easement.

3. Please provide intersection sight lines at public street intersections. Lately we have received several complaints about parking near public intersections.

   Noted. Sight lines have been added.

4. Staff recommends parkway widths large enough to accommodate tree planting, 10' minimum.

   Given the narrow right of way along West Hecla Drive, the standard 6'-8' wide tree lawn recommended in the City's Commercial Development and Design Guidelines has been reduced and is proposed as a 4'-6" wide tree planting zone. We feel this is acceptable for the following reasons:

   1. Soil Volume:
   - *i. Many recent studies by leading arborists and landscape architects have shown that tree health is dependent on available soil volume.*
   - *ii. While our tree planting zones are narrow, they are of above average in uninterrupted length. (Currently, our shortest linear foot of tree lawn is 75', and our longest 200').*
   - *iii. We intend to use a tree planting detail that designates 3' depth amended soil along the tree lawn. With this depth of nutritious soil, and the long lengths, there should be more than adequate space for unimpeded root growth.*

   2. Planting Zones vs. Bluegrass Sod:
   - *i. In lieu of a traditional tree 'lawn' consisting of bluegrass sod, the goals of this project include incorporating native and adaptive plans in the rights of way- in the tree planting zones.*
   - *ii. This mix of ornamental grasses and perennial shrubs and groundcover should be drip irrigated, which means the trees will be irrigated with individual bubblers. Observations have shown that irrigating trees this way, instead of over spraying with the bluegrass irrigation, is better for the trees both long term and during establishment.*
   - *iii. The soil treatment and fertilization needs of shrubs and ornamental grasses is more in line with what trees require than bluegrass.*
   - *iv. The sensitivity of many native varieties of understory plants tends to make them demonstrate signs of stress at the first signs of irrigation problems or inadequacies within the soil. These smaller plants serve as a warning system for problems that also might affect the higher value trees, and warrant treatment prior to negative impacts on the trees.*

5. Landscape Intent, General Notes:
   a. Note 4, Parks and Recreation Department to provide comments regarding irrigation system design/components.

b. Note 5 is not accurate. There currently are no Outlots designated in right of way and the City of Louisville will not maintain landscaping in public right of way along W. Hecla Drive and Kaylix Avenue. Please refer to Parks and Recreation Department for additional comments.

Language regarding outlots will be removed from notes.

6. Note: first Line, change "5" to "7".

Typo has been corrected.

STREET SECTIONS – Sheet 6 of 10

1. Section 1
   a. Standard drive lanes are 12' in width and parking lanes are 9' in width on a collector street. The section is slightly different however the flow line dimension is acceptable as shown at 42'.

      Per direction from Staff, the street sections have been simplified to match the City's standard street sections. Before the FDP is approved for this project, the applicant will work with Staff to fine-tune the street sections in order to provide traffic calming through the development.

   b. The 3.5' parkway is inadequate for street tree planting and potential exists for root intrusion under curb/walk and pavement. Request wider parkway area or attach walk to back of curb.

      Section 1 has been revised to show a 4'-6" parkway. Please see response directly above for comment 4 under Master Landscape Plan.

   c. If edge of walk is a right of way for all street sections, request additional 4' surface maintenance easement for walk repairs.

      The applicant would like to work with the City to find a solution for maintenance and repairs that does not require an additional 4' maintenance easement at the edge of walk.

2. Section 2
   a. Provide a discussion about the 12.5' wide walks. The City's trail network includes 8' wide concrete paths. Is a walk larger than 8' necessary at this location?

      Section 2 has been eliminated from the sheet for clarity.

b. As previously mentioned the reduction in road width to 26' on a collector street does not conform to City Standards. Noted road width reduction at each private alley location. Revise design as previously mentioned.

Per direction from Staff, the street sections have been simplified to match the City's standard street sections. Before the FDP is approved for this project, the applicant will work with Staff to fine-tune the street sections in order to provide traffic calming through the development.

3. Section 3
   a. As shown, the turn lane is 12' wide and through lanes are 10' wide (asphalt). Thru lanes are 12' wide on a collector street. If the street width was 42' between curb face, a marked turn lane would not be necessary.

      Per direction from Staff, the street sections have been simplified to match the City's standard street sections. Before the FDP is approved for this project, the applicant will work with Staff to fine-tune the street sections in order to provide traffic calming through the development.

   b. The proposed 7.5' walk is inconsistent with Sections 1 and 2. Applicant shall revise design. Please note Takoda Subdivision has 5' walks.

      Section 3 has been eliminated from the sheet for clarity.

   c. 4' parkway for street trees is narrow and appears inadequate for proper tree growth. Parks and Recreation Department to provide additional comments.

      Section 3 has been eliminated from the sheet for clarity.

4. Section 4
   a. 3.5' Parkway is too narrow for street trees as previously mentioned.

      Section 4 has been renamed Section 2 and has been revised. Sidewalk has been attached to back of curb and street tree planting will follow the City's Commercial Development and Design Guidelines for attached sidewalks.

5. Section 5
   a. Indicate the alley loop as "Private".

      Section 5 has been renamed "Section 3". The alley loop has been indicated as "Private".

b. Delete the right of way reference and insert “Exclusive City Utility Easement and Access Easement”.

The right of way reference has been deleted and “Exclusive City Utility Easement and Access Easement” has been inserted.

HORIZONTAL CONTROL PLAN

1. Reduce or eliminate neck downs, provide ramp drives with detached walk at private alley access points, parking lanes appear for benefit of adjacent property owners, provide consistent roadway width, etc. Refer to previous comments.

   Per direction from Staff, the street sections have been simplified to match the City’s standard street sections. Before the FDP is approved for this project, the applicant will work with Staff to fine-tune the street sections in order to provide traffic calming through the development.

2. SH42 should be dedicated to CDOT as previously mentioned.

   A 30 foot swath of land will be dedicated to CDOT. It is unclear at this time whether the ROW will be dedicated with the final plat or via separate instrument or both.

3. Goodhue Ditch to approve the ditch easements prior to Plat approval.

   Applicant is working with the Ditch Board to obtain approval for the undergrounding of ditch facilities, storm drainage release, and easement requirements prior to approval of the final plat.

4. W. Hecla Drive lane lines do not align with E. Hecla Dr. Revise plan.

   Per Staff’s direction, we have re-aligned W. Hecla such that the proposed EB thru/left movement aligns with the receiving lane on E. Hecla.

5. Revise the lane control marking for eastbound W. Hecla at SH 42. Should the eastbound approach have a have a separate right turn lane?

   Per Staff’s direction, we have revised the geometry of W. Hecla to include an EB thru/left movement, in addition to an EB dedicated right movement.

6. Parking along south edge of W. Hecla Drive at SH 42 is too close to the intersection. Delete parking area.

   Parking along the south side of W. Hecla near the intersection with SH42 has been removed. The applicant will work with Staff during the FDP process to

refine the geometry of both public streets.

7. Extent of guardrail along west side of SH42 may not be necessary when Goodhue Ditch is piped and area re-graded.

   Proposed guardrail south of the northerly subject property boundary has been removed.

8. Indicate the future signalization of SH 42 at Hecla Drive.

   A note indicating future signalization has been added to the plan.

GRADING AND DRAINAGE PLAN – Sheet 8 of 10

1. Refer to Drainage Report Comments.

   Noted.

2. Add conceptual storm system layout on the plan.

   Conceptual storm pipe, inlets & manholes have been added to the plan.

UTILITY PLAN – Sheet 9 of 10

1. Northern water main connection appears tied to a 12" raw water main or 6" private water line. Nearest potable water main is on Summit View Drive or at SH 42.

   The proposed connection to the 12" water main has been removed.

2. Proposed water main stub for Lot 1 is in conflict with City of Lafayette water main. Revise.

   The proposed water service stub has been relocated.

3. Water main conceptual plan should include valves and fire hydrants. Add to Utility Plan.

   Fire hydrant locations have been added to the plan, however valving has been omitted. Valves will be placed on the plan once Staff approves the conceptual location of all water mains.

4. Main line water and sewer extension proposed for Lots 1, 2, 6, 10 are not approved as shown. Add building locations and proposed utility lines within the lots to determine if conceptual plan is adequate.

Preliminary building locations have been added to the plan to assist Staff in its review of the proposed water & sewer mains/services. Service connections have also been added to the plan.

5. Sanitary sewer mains shall be installed 6' from centerline per City Standards. Water and sewer mains have 10' clearance minimum. Design shall consider future replacement water main construction. Revise utility plan.

   Water & sewer main locations have been revised to meet City standards.

6. Sanitary sewer main design should have 2 terminal manholes if attaching to two sewer existing mains. Revise plan.

   Proposed sanitary sewer mains tie-into existing facilities at, either, existing manholes or proposed manholes.

7. Notes: All notes that are specific to construction shall be deleted (e.g. 2, 4, 5). Note 3 would be appropriate if the plan indicated storm sewer piping. Note 1 can't be confirmed until a complete master utility plan is provided.

   Notes have been revised as requested.

8. Detail, the 10' dimension is the clearance between water and sewer lines, not centerline. Revise.

   Detail has been revised as requested.

9. Note that water meters shall be installed externally.

   A note has been added to the detail.

OVERALL PHASE MAP – Sheet 10 of 10

1. Public Improvements Notes:
   a. First Bullet, second line change "WHY" to "HWY".

      The change from "WHY" to "HWY" has been made.

   b. Third Bullet, first line, change, "Village" to "Subdivision". Second line is incorrect. There is not a 12" potable water main within Davidson Highline Subdivision.

Note has been revised accordingly.

c. Forth bullet, delete.

Note has been revised accordingly.

d. Fifth Bullet, change “Village” to “Subdivision”.

Note has been revised accordingly.

e. Sixth Bullet, staff has issues with Kaylix Ave. terminations. Refer to previous comments.

Note has been revised accordingly.

f. Add storm sewer to Phasing Plan.

Storm sewer phasing has been added to the notes.

PRELIMINARY PLAT – Sheet 1

1. Outlots 1-6 and Tracts A-GG not shown. Revise.

   Outlots and Tracts will be incorporated on the Final Plat.

2. Dry and wet utility easements are not shown. Revise.

   Applicant is working with Xcel to determine extents of required easements, and as such, dry utility easements have not been added to the plat to date. Wet utility easements have been added to the plat.

3. Noted Goodhue Ditch encroachment along south boundary of Lot 7, add easement as necessary.

   An easement has been added to address the encroachment.

4. Extend eastern limits of Plat to confirm W. Hecla Drive is centered with Hecla Drive (E).

   Viewport has been expanded to show E. Hecla Drive.

5. West of SH 42, the street is called W. Hecla Drive. Revise all sheets.

   Sheets have been revised accordingly

6. As mentioned previously, the northern water main is not a potable water main owned by the City. The nearest City of Louisville is along the west side of SH42 or in Summit View Drive.

   The proposed connection to the 12" main has been removed.

7. The southerly extension of Kaylix Ave. and connection to Christopher Plaza II will require "offsite" right of way easements (e.g. walk encroachment).

   Per a meeting with Staff, the City will coordinate with the Christopher Plaza II owner to obtain any necessary easements for the extension of Kaylix Avenue.

FINAL SUBDIVISION PLAT

Sheet 1

1. Plat is incomplete. Refer to previous comments.

   Plat has been revised.

2. Add notes.

   Note has been added to address timing of temporary easement. If the City requests additional notes, applicant requests further direction from Staff.

Sheet 2

1. Add Dry Utility Easements.

   Applicant is working with Xcel to determine extents of required easements, and as such, dry utility easements have not been added to the plat to date.

2. Add Drainage Easements.

   Drainage easements have been added to those lines/facilities that convey public flows.

3. Add easterly CDOT right of way and developments (Hecla Dr., Alvenus, Balfor, etc).

   Developments have been added to the plat.

4. Discuss why City of Lafayette water line easement ends approximately 20' west of the east property line. Should a new water line easement be dedicated?

An easement will be dedicated via separate instrument to complete Lafayette's water line easement (we would prefer to limit the signatories on the final plat in order to simplify the approval process). Linework / notes to this effect have been added to the plat.

5. Add street centerline information to confirm conformance with City Standards.

   Centerline bearings/distances have been added to the plat.

6. Provide discussion regarding the Goodhue Ditches prescribed easement and the 30' dedicated right of way.

   Ditch rights precede CDOT rights. After the ROW is dedicated to CDOT, the Ditch's prescribed rights will remain.

7. Goodhue Ditch shall approve the proposed 15' and 10' easements. Provide copy of ditch company approval.

   Applicant is currently working with Ditch Board to obtain approval. A copy of the Board's approval of the irrigation improvements & associated easements will be provided to the City as soon as possible.

8. Confirm public walk along SH 42 is within walk easement or right of way.

   The proposed walk along the west side of SH42 will be completely within CDOT's ROW (once the 30 foot swath of ROW is dedicated to CDOT).

9. At southeast corner, the City will need an offsite water line easement and a pedestrian walk easement for existing improvements on Christopher Plaza II property.

   Applicant is unable to grant easements on property that it does not own.

10. As previously requested, provide a 4' Surface Maintenance Easement at back of walk.

    Per previous comment, the applicant would like to work with the City to find a solution for maintenance and repairs that does not require an additional 4' maintenance easement at the edge of walk.

11. City wet utilities shall be installed within right of way or City Exclusive Utility Easements.

    Easements have been added to all public utility mains outside of the dedicated

street ROW.

12. Add temporary or permanent turnarounds (cul-de-sac) at ends of Kaylix Ave. City cannot maintain Kaylix Ave. as proposed.

    A temporary gravel cul-de-sac has been added at the northern terminus of Kaylix. Per a meeting with Staff, the southern terminus of Kaylix will not require a temporary turn-around (the adjacent Alley Loop will be used for plowing/maintenance operations).

13. Add drainage easement for detention pond(s).

    A drainage easement has been added around the above-grade detention pond. The proposed underground detention facilities will only convey private runoff, and as such, will not require drainage easements.

14. City reserves the right to request additional easement in order to maintain its facilities (water/sewer).

    Noted.

15. Noted the cross access easement within Lot 1, Block 1, Steel Ranch South. Is easement required for construction on Lot 7? Add a discussion.

    Cross access between the two developments in the location of the existing cross access easement will not be possible due to grade change. A cross access easement on Lot 7 will not be necessary.

16. Provide a description for the triangle symbol (could be a control point).

    The symbol has been added to the legend.

TOPOGRAPHIC MAP

Sheet 1

1. Kaylix Dr. is shown within Christopher Plaza II. Delete the street name on private property.

   Plan has been revised accordingly.

2. Plan indicates a “missing transformer”. Is the call out needed?

   The call-out has been deleted.

Sheet 2

1. The water line shown within Davidson Highline Subdivision Replat A is “private” and not a public main.

   Noted.

2. The City of Louisville’s 12” raw water line is not shown on the plan.

   The raw water line is no longer relevant to the proposed development.

TRAFFIC IMPACT STUDY

1. Page 2 is upside down in the report. Please revise.

   The figure has been revised.

2. Page 3, II Agency Discussions, Item 5, clearly describe why the 42 Gateway Report can be used in the study.

   The 42 Gateway Report is the most relevant and detailed study for future conditions in the area of this development. It reflects an expanded street network, access changes and future traffic signal locations. The Report is a detailed subregional study with future peak hour traffic estimates and intersection levels of service. It is a collaborative effort between multiple agencies and has been adopted as the planning document for this area.

3. Page 18, V. Traffic Impacts, A. Auxiliary Lanes and Traffic Controls, Short Term, confirm that a westbound left turn lane deceleration lane is required at Kaylix Ave. Report indicates city requested but is it required in the analysis?

   The lane is not required/warranted and has been removed.

4. Page 20, Figure 10, at Hecla Dr. and SH42 intersection why is the right lane a thru/right movement versus a right only movement? During peak hour there is more eastbound right turns than through and left movements combined.

   The eastbound geometry of W. Hecla has been revised per the City’s direction. A thru/left movement & dedicated right movement have been added to the study.

REPORT OF GEOTECHNICAL EXPLORATON

1. Provide soils analysis after overlot grading and utility work to confirm R-value used in pavement design.

   Noted.

2. The recommended pavement thickness is for a twenty year pavement. Staff requests pavement design similar to Takoda Subdivison – W Hecla Drive 5.5" asphalt over 9" base course (recycled concrete class 6), Kaylix Ave can be treated like a residential; 4.5" asphalt over 9" base course (recycled concrete class 6).

   The recommendation of the study remains unchanged. The applicant will work with Staff during the construction document process to provide the City with an acceptable pavement section for the public streets.

PRELIMINARY DRAINAGE REPORT

1. The drainage report is not in conformance with the following sections of the City of Louisville Storm Drainage and Technical Criteria Manual.
   a. Section 2.8

      A variance from Section 2.8 is requested. The vast majority of the stormwater runoff from the site in the current predevelopment state is discharged directly into the Goodhue Ditch. There are no other plausible discharge alternatives. An agreement to accommodate the stormwater discharge is currently in progress with the operators of the Goodhue Ditch. In the final proposed developed condition the site will provide stormwater quality measures and limit peak stormwater discharge flow to the pre-developed condition. Please also note that the site does not and will not discharge significant runoff into any stormwater infrastructure owned or operated by the City.

   b. Section 4.6

      Based upon our interpretation of Section 4.6 and our understanding of the site conditions, we believe that we are in compliance with Section 4.6. If Staff's interpretation differs from ours we would welcome the opportunity to discuss and resolve any possible issues.

2. The drainage report does not comply with section 2.8 of the Criteria Manual regarding release of storm sewer into irrigation ditches. If the applicant would like to continue to pursue release of storm sewer into an irrigation ditch, a variance from the standards must be requested from the applicant. An agreement must also be provided between the applicant and the ditch owner for release of storm water into the irrigation ditch and proof that flows will not cause damage.

   The project team is currently coordinating an agreement with the ditch operator to secure permission to discharge stormwater to the ditch and ensure that no

adverse effects are caused.

3. The applicant shall revise the report to conform with the release rates from the Urban Drainage and Flood control District, Volume 2, table SO-1 (section 4.6 of the Storm Criteria Manual). The site is currently exceeding the allowable release rate. The allowable release rates for the site are 3.08cfs for the 10 year event and 11.38cfs for the 100 year event.

   The project team is working with the ditch operator to determine an appropriate allowable release rate. The current proposal to the Ditch board involves mitigating post-developed runoff rates to pre-developed rates for the 10 YR & 100 YR events. Since this is an infill site, it is the applicant's opinion that UDFCD prescribed release rates are overly- conservative, and are not necessary to eliminate adverse impacts to downstream facilities.

4. The applicant shall provide water quality and detention for Basins 2 and 3. These are currently without detention/water quality. The applicant shall provide a discussion about release of flows into an abandoned irrigation lateral (existing basin 2). This lateral was abandoned a few years ago. Who owns and can approve stormwater release into this abandoned piping? This will send stormwater to the Harney Lastoka property at the southeast corner of South Boulder Road and Highway 42 (96th). Release of stormwater into this pipe will not be allowed without an agreement with all affected downstream property owners and proof that flows will not cause damage.

   Drainage Basins 2 and 3 have been combined into a single drainage basin. This basin no longer discharges directly to the irrigation lateral, instead it will be captured in inlets fitted with water quality devices. These inlets will be drained to an underground detention chamber before being release to the Goodhue Ditch.

5. The applicant shall provide a concept level storm sewer layout.

   A conceptual storm sewer layout has been provided and is shown on the plan.

6. The applicant shall sign and stamp the certification page.

   The report has been revised accordingly.

7. Page 1, Section 1.1- The applicant shall indicate that the existing ditch is an irrigation ditch and that it conveys historical flows.

   The drainage report states that the Goodhue ditch is an irrigation ditch that currently conveys the pre-developed flows.

8. Page 1, Section 1.2- The applicant shall indicate that the Goodhue Ditch routes "historical" flows to the northeast.

   The drainage report states that the Goodhue ditch is an irrigation ditch that currently conveys the pre-developed flows to the northeast of the site.

9. Page 1, Section 2.1 – See comments 1 and 2. The property owner at the end of the Goodhue Ditch states that his property gets flooded every rain storm. This shall be addressed with the Ditch company agreement.

   Noted. This issue will be discussed with the Ditch Board.

10. Page 1-2, Section 2.2.1 – The applicant shall verify the locations of existing flows. There are several diversion structures in the Goodhue and the lateral piping in the center of the site. The report states these flows historically enter Hecla and Waneka lakes. These flows could also flow down the Goodhue (see comment 9). The lateral pipe could also flow into the Harney Lastoka property at the southeast corner of the South Boulder Road and Highway 42 (96th).

    The proposed drainage plan has been modified so that no stormwater flow is directed to the irrigation lateral, instead all stormwater runoff will be discharged to the Goodhue Ditch.

11. Page 2, Section 3.1 – See previous comments. The applicant shall revise and update section based on non-conformance with standards and requested variance.

    Section 3.1 of the Drainage report has been revised.

12. Page 2, Section 3.2 – The applicant shall revise the release rates and language based on meeting the criteria and adhering to the required release rates and detention/water quality requirements.

    See response to comment #3.

13. Page 3, Section 4.1.1 – See previous comments - The applicant shall verify conveyance of the existing irrigation ditches.

    Applicant will work with the Ditch Board to determine pre-developed & post-developed conveyance within the Goodhue Ditch.

14. Pages 4-6, Sections 4.1.3, 4.2, 5.1, 5.2 – See previous comments – Applicant shall update the report to conform with the Storm Drainage Criteria.

    See previous responses. The report has been updated accordingly, where

appropriate.

15. Exhibit A.3 – The applicant shall provide a concept storm layout. Include drainage and water quality for basins 2 and 3.

    The exhibit has been updated accordingly. See previous responses for water quality measures.

16. Appendix C – The applicant shall include calculations for Basins 2 and 3.

    Water quality volumes & detention calculations have been provided for all three proposed detention facilities

ADDITIONAL COMMENTS FROM CITY OF LAFAYETTE RECEIVED BY EMAIL ON APRIL 9, 2015

1) The developer will be responsible for the protection of the existing water main thru the entire construction process. The City of Lafayette would be open to discussing potential ways of mitigating its concerns about construction over the water main.

   The applicant agrees with the City of Lafayette's statement.

2) The City of Lafayette will not be held responsible for any and all damage or the subsequent repairs of any new feature built within the easement or in close proximity of the water main if there is a water main break. The City of Lafayette will not be held responsible for the restoration of any new feature (i.e.: parking lot, roadway, bike path, ect.) it encounters in the performance of any and all maintenance or repairs required of the water main.

   The applicant agrees with the City of Lafayette's statement.

3) Access to the easement needs to be provided at all time. New grading within the easement should be left in like condition as now so that the City of Lafayette can maintain the water main at all locations.

   Access to the easement will be provided at all times.

4) No permanent structures should be built on or within the easement that would restrict access or create additional costs for the City of Lafayette. New structures built outside the easement should not restrict access or maintenance activities.

   The applicant agrees with the City of Lafayette's statement.

5) Landscaping of the area should be completed using plants that are not going to impact the water main (long rooted plants and trees).

The applicant agrees with the City of Lafayette's statement..

6) The location of a bike path within the easement would be allowable, however if the path is damaged by the City of Lafayette during the course of it maintaining the water main, the City of Lafayette will not be held responsible for restoration of the path.

   The applicant agrees with the City of Lafayette's statement.

7) The installation of a detention pond or orchard within the easement will not be allowed.

   The detention pond and natural area "orchard" has been located out of the easement.

8) New roads over the top of the water main will require additional design work to provide protection of the water main.

   The applicant agrees with the City of Lafayette's statement.

9) It appears by the ALTA that there is a gap in the water main easement. If the ALTA is correct, the City of Lafayette requests the dedication of a easement to the City of Lafayette to extend it's 40 ft easement to the HWY 42 ROW to close the gap.

   The applicant will extend the easement to the HWY 42 ROW.

10) The City of Lafayette requests a meeting with the City and the Developer to discuss the plan and its potential impacts to the City of Lafayette's water main.

    The applicant will coordinate a meeting with the City of Lafayette and the City of Louisville to discuss the plan and its potential impacts as requested.

END

City of Louisville
COLORADO • SINCE 1878

Planning Commission

Meeting Minutes

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

Call to Order – Chairman Pritchard called the meeting to order at 6:30 P.M.

Roll Call was taken and the following members were present:

Commission Members Present:	Chris Pritchard, Chairman Steve Brauneis Jeff Moline Scott Russell Tom Rice
Commission Members Absent:	Cary Tengler, Vice Chairman Ann O'Connell, Secretary
Staff Members Present:	Troy Russ, Director of Planning and Building Safety Lauren Trice, Planner I

Approval of Agenda:
Brauneis made motion and Moline seconded to approve the agenda. Motion passed by voice vote.

Approval of Minutes:
Russell gave corrections to Staff. Brauneis made motion and Russell seconded to approve April 23, 2015 minutes. Motion passed by voice vote.

Public Comments: Items not on the Agenda
None.

Regular Business: Public Hearing Items

- **Boulder County Housing Authority: Resolution 15, Series 2015.** A resolution recommending approval of Preliminary Subdivision Plat and Preliminary Planned Unit Development (PUD) for 245 North 96th Street to allow the development of 231 residential units and 18,406 SF of commercial development.
  - Applicant, Owner and Representative: Boulder County Housing Authority
  - Case Manager: Troy Russ, Director of Planning and Building Safety

Conflict of Interest and Disclosure:
None.

Public Notice Certification:

Published in the Boulder Daily Camera on April 26, 2015. Posted in City Hall, Public Library, Recreation Center, and the Courts and Police Building on April 24, 2015. Mailed to surrounding property owners and property posted on April 24, 2015.

Staff Report of Facts and Issues:
Russ presented from Power Point:

- Project located in the northwest corner of 96th Street and South Boulder Road behind Christopher Plaza and Christopher Village.
- 13.4 acres in size. Zoned PCZD-C/R. Requesting 231 dwelling units and 18,040 SF commercial
- PC recommended zoning be approved as part of the annexation. City Council (CC) annexed the property and approved the recommended zoning.

OVERVIEW - Divided into four planning areas and consistent with transportation plan of Highway 42 and the City Comp Plan by extending West Hecla Drive and Kaylix Avenue.
PLAT – Block Size – Block size varies between 300' and 350'. Consistent with both subdivision regulations in Chapter 16 and General Development Plan (GDP).
PLAT - Streets and Alleys – Right-Of Way and Public Access Easement in the form of an alley. Chapter 16 requires all parcels developed be accessed by public right-of-way or public access. Parcel for proposed senior housing to be served by public access point from an alley. Previous developments (Takota and DELO) have come in with very refined Preliminary Plats and Preliminary PUDs that actually showed off details compatible with final PUDs. This plan for 245 North 96th Street does not show such detail such as architecture. It shows street segments and alleys. There is discussion between Planning Staff, Fire Department, and Public Works with concerns of specific geometrics. Staff suggests recommended condition.

- The applicant shall provide an emergency access plan using the fire department apparatus dimensions as part of the final Plat and PUD submittal. The emergency access plan shall demonstrate all corners are navigable before the City of Louisville and the Louisville Fire Protection District give final approval to the requested street sections.

PLAT – Public Land Dedication. LMC requires 12% of commercial property and 15% of residential property. This amounts to approximately 1.93 acres. According to Louisville Municipal Code (LMC), this needs to be unencumbered public land, not streets or right-of-way, but park land or open space. Project shows a 1.4 acre neighborhood park at northwest corner of Kaylix and West Hecla Drive. It also includes the north edge of property which is the north Louisville trail connecting Lafayette, North End, and Steel Ranch to the rest of the city. This north edge has a number of easements on it such as the Lafayette water supply with a utility easement and an Xcel power easement. Staff recognizes this trail is critical to the connection and it is the only workable spot. Discussion will occur at final stage with PC and CC on modifying the recommendation to recognize this trail and this public land dedication as a good benefit for the City. They also provide land that is less than the total acreage requirement. The LMC does allow payment in lieu and an appraisal will be necessary.

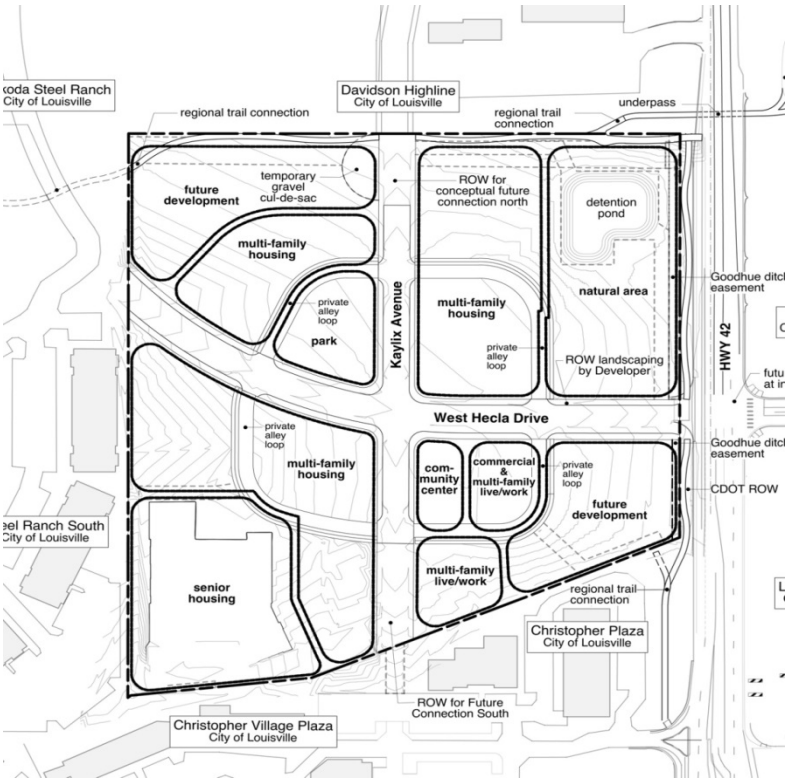
Public Land Dedication Requirements & Provisions	
Residential Gross Area: Minimum Area Requirement	±10.89 Ac. (15%)
Total Dedicated Land Requirement: (Based on Residential Area)	±1.63 Ac.
Commercial / Office Gross Area: Minimum Area Requirement	±2.514 Ac. (12%)
Total Dedicated Land Requirement: (Based on Commercial Area)	±0.30 Ac.
TOTAL DEDICATED PUBLIC LAND REQUIRED:	**±1.93 Ac.**
Public Land Dedication:	±0.399 Ac.
Encumbered Public Land Dedication:	±1.227 Ac.
TOTAL DEDICATED PUBLIC LAND PROVIDED:	**±1.626 Ac.**
	(12.1% of Total Site Area)
	(17.1% of Gross Developable Area)

Staff recommends condition.

- The public land dedication recommendation for the property shall be resolved between city staff and the applicant prior to the submittal of the Final Plat.

PLANNED UNIT DEVELOPMENT (PUD) – Land Use Mix. Bubble plan starts to allocate the allowed land uses. Northern edge is the proposed bike trail.
Planning Area A (southeast quadrant) will be the commercial portion with Live-Work and Community Center.
Planning Area B (southwest quadrant) will have affordable multi-family units and affordable senior multifamily units.
Planning Area D (northwest quadrant) will have market rate housing and a neighborhood park.
Planning Area C (northeast quadrant) will have multi-family units. The site drains to the northeast and the project suggests a Community Orchard. It is part of the public land dedication request.

Commercial	**Square Feet**
Planning Area A	18,406 sf
Residential	**Units**
Planning Area A	28 units
Planning Area B	103 units
Planning Area C	69 units
Planning Area D	31 units



PLANNED UNIT DEVELOPMENT (PUD) – Easement Holders. Easements affect the northern portion of the site. The City of Lafayette and Xcel Utility extend over a number of planned items. Referral comments from Lafayette and Xcel regarding the easements. Staff suggests conditions.

- The applicant shall provide an executed easement use agreement between the City of Lafayette and BCHA allowing the County to construct surface improvements proposed on the City of Lafayette's utility easement as part of the Final PUD application.
- The applicant shall provide an executed easement use agreement between the Xcel Energy and BCHA for the County construct surface improvements proposed on Public Service Company of Colorado's utility easement as part of the Final PUD application.

PLANNED UNIT DEVELOPMENT (PUD) – Drainage and Goodhue Ditch Company. Drainage is a significant issue. The site drains predominantly northeast. The plan proposes the water be discharged into the Goodhue Ditch which is specifically against the City of Louisville standards. The applicant needs to work with the ditch company and form an agreement. The Goodhue Ditch influences the right-of-way of Highway 42 and ultimate setbacks. Staff thinks there is an engineered solution. Staff suggests condition.

- The applicant shall provide an executed agreement between the Goodhue Ditch Company and BCHA as part of the Final PUD Application.

PLANNED UNIT DEVELOPMENT (PUD) – Multi-phased Development. It is not uncommon to see phased PUDs. Staff expects to see a final PUD for Phase 1, and the Phase 2 future development will submit at their own pace. They will need to comply with the General Development Plan. Staff understands the project is phased with BCHA of two separate phases for market rate housing and commercial portion.

Staff Recommendations:

Staff recommends approval of the Preliminary Plat and Preliminary PUD for the 245 North 96th Street Development with the following conditions:

1. The applicant shall provide an emergency access plan using the fire department apparatus dimensions as part of the final Plat and PUD submittal. The emergency access plan shall demonstrate all corners are navigable before the City of Louisville and the Louisville Fire Protection District give final approval to the requested street sections.
2. The public land dedication recommendation for the property shall be resolved between city staff and the applicant prior to the submittal of the Final Plat.
3. The applicant shall provide an executed easement use agreement between the City of Lafayette and BCHA allowing the County to construct surface improvements proposed on the City of Lafayette's utility easement as part of the Final PUD application.
4. The applicant shall provide an executed agreement between the Goodhue Ditch Company and BCHA as part of the Final PUD application.
5. The applicant shall provide an executed easement use agreement between the Xcel Energy and BCHA for the County construct surface improvements proposed on Public Service Company of Colorado's utility easement as part of the Final PUD application.

Commission Questions of Staff:
Rice clarifies about the two waivers sought in regard to the public land dedication (unencumbered land). Typically we require the dedication be unencumbered land and this is different because it has the easements. I understand what is envisioned is this is going to be part of the regional trail connection. In the Lanterns project, there was also a public land dedication for trail purposes on the south end of the project. There is a piece of land in between. What was the Lanterns piece?
Russ says the Lanterns land was actually a trail. The Davidson Highline Ditch runs on the southern edge of the Lanterns which is just off the image shown on the screen. The Goodhue Ditch runs on the south. The City owns land for a trail just to the south of the Lanterns. They own land that connects to Steel Ranch, a small triangle. There was a trade. Staff found a study completed during the Steel Ranch subdivision and the Highway 42 plan. A trail along Davidson Highline Ditch did not work crossing Highway 42. The trail had to be moved down to the Lafayette water easement in order to get it under Highway 42. It is a better alignment. This is the trade you are describing.

Rice asks about use of credits for the improvements constructed. Is there a precedent for that?
Russ says yes, the Hutchinson subdivision (six units in Old Town) and the old Acme Mine. The level of improvements including the mine cap and the trail itself is considered credits and fee toward open space.

Rice says you make reference to fiscal study showing negative capital impact and recurring annual revenue deficit. Are these the same numbers that were presented in the annexation proposal?
Russ says to City Council, yes. To the PC, no. When the PC saw numbers, they reflected a worse-case scenario with nonprofit in the commercial portion. The numbers tonight show 18,000 SF of commercial development.

Russell asks about the width of Hecla roadway. It seems like a really wide roadway through the middle of the project. Is Staff comfortable in terms of the roadway network?
Russ says yes, with the expected utilization of the on-street parking. If there is a low utilization rate of on-street parking, it will feel like a much wider road. Staff expects there to be a higher utilization rate so it will feel narrower. We could go with what was done on Elm Street with 10' travel lanes, but a 10' travel lane is not appropriate for the level of traffic on Hecla. Staff would not want to change the cross section because we have this cross section immediately to the

west. There are nuances to the roadway cross section. It does look wide, but a high rate of on-street parking is expected. Staff expects intersection treatments such as found in Steel Ranch. Staff requires specific turn radiuses before intersection treatments can be done.

Moline asks about Hecla cross section. I understand we are getting a tree lawn. The sidewalk is narrow compared to the Kaylix sidewalk. It looks like we are down to a 4.5' width on Hecla.
Russ says when you have a sidewalk with a landscape parkway between the street and the sidewalk, ADA Standards change. You are allowed to go down as narrow as 4' but it depends on how many driveways. 5' is the preferred width if there are no cross breaks. When PC sees the final development plan, it will show the placement of buildings. Currently, it meets ADA standards in terms of its width. The sidewalk is necessarily wider when it is on the curb. With a parkway, 4' is the minimum; on a curb, 6'.

Moline asks about the parks dedication. I am not excited for the City to take on encumbered land because often, the easement holder will need to dig up a water line or a utility line. You inherit a piece of property that ends up difficult to maintain. I think this is why the City tries to not take encumbered land as dedication. I am glad we are having this conversation. I understand why we want to take the northern strip where the trail would be. The part by the Orchard is a little more difficult for me. I look for some narrative and justification from the applicant on why the City should be willing to take on the maintenance of it.
Russ says your thoughts are in line with the City's Park and Recreation Department. Part of the potential agreement at final PUD will be "who maintains it?" Staff recognizes that BCHA is an important partner to the City in terms of the project they are bringing and the cost points of these. Staff recognizes there will be some flexibility. In exchange for the encumbered land, the Parks Department has "floated" that they don't want to maintain it. In the land dedication tables, maintenance is not there. In the packet, they had proposed maintenance in the first submittal. We asked them to remove it because we are not prepared to suggest the cost and negotiate it. It may reappear on the final but typically, they lie in the subdivision agreement after the PUD. Other PUDs have shown it in the PUD itself.

Brauneis asks about sidewalk width. 4.5' wide sounds a little narrow to me. Are there other things preventing the sidewalk from moving further inward?
Russ says in some portions of the property, the buildings themselves prevent it with setbacks and requirements allowed in the general development plan. The applicant has skewed buildings on Hecla. There are wider sections where the building is straight, and narrower sections of sidewalk when the building is skewed to the street.

Brauneis asks about trail connectivity shown at the corner of Highway 42. To what does that connect?
Russ says a number of underpasses are coming on line. The County and City are proposing to building an underpass under Highway 42 in 2018. This presentation is a preview of the Capital Improvement Program coming out in June 2015. It will be funded in 2018 to correspond with the opening of this project. Similarly, there is a railroad underpass at Steel Ranch to which Steel Ranch contributed funds. With those two underpasses and this trail, you will be able to go from Waneka Lake in Lafayette to Hecla Lake in Louisville (North End) to this project to the Steel Ranch underpass to the north Louisville open space (Coyote Run) to the Davidson Mesa underpass at McCaslin to Highway 36 and under it to Marshall Mesa and ultimately Eldorado State Park. This is a partnership between Lafayette, Boulder County, the City of Louisville, and CDOT.

Brauneis asks about Lafayette's water easement. Does this entail access rights to subsurface? No above ground development? Can Lafayette build there?

Russ says yes. Because of the nature of their easement, Lafayette can veto above grade. They are not the property owner so their rights are only utility easement access and maintenance.

Russell asks about the cross section on the report. On Hecla, the driving lanes are 12'. On Kaylix, it is 11.5' or 11'. What is the driving lane width on South Boulder Road? Why can we accept 10.5' on South Boulder Road and 12' on Hecla?
Russ answers South Boulder Road is 10.5'. Because of the level of detail in regard to design, we cannot answer these questions with any intelligence. We have no architecture or on street parking. Hecla is a curving road with on street parking, and it will have higher traffic volume than Kaylix which is a straight road. There are a number of considerations. The most important is continuity with the right of ways and the cross sections. We have a roadway in place in Steel Ranch. To change it dramatically in any way, you want to transition it, if we choose to. We are shy of good information. There is nothing in this plan to prohibit those lanes going narrower in the final, but we need good data to feel confident behind it.

Applicant Presentation:
Norrie Boyd, Boulder County Housing and Human Services, 2525 13th Street, Boulder, CO
Planning Division Manager
Present: Josh Erramousspe, Olsson Associates. Nicole Delmage, Barrett Studio Architects. Ben Doyle, County Attorney Office. Ian Swallow, project manager, Housing Development.

- Project name is Kestrel. The kestrel is a beautiful falcon found in Boulder County. Our guiding principles that led to the design tie in with the name and the meaning of the word "kestrel", as it represents the philosophy of upper momentum. Moving people toward self-sufficiency; moving them out of affordable housing and into a position of home ownership; helping people with human services.
- AFFORDABILITY – BCHA's primary reason for the development is affordability. Over 80% of the units on site will be affordable to households earning below 60% of area median income (AMI).
- CONNECTIVITY - The project is built based on other types of connectivity needed in order to knit this site to Louisville surroundings.
- SUSTAINABILITY – Boulder County aesthetic as well as ethic.
- DIVERSITY – Household types mixing families and seniors, and income diversity.

Design Goals – Preliminary
- Mixed Uses - Family and senior housing on site with a big emphasis of mixed uses but also making them feel tied together.
- Walkability – Private drive road that circles the entire property.
- Unique open spaces – Larger places to gather as well as quiet places. Spaces specifically designed for young children or seniors.
- Sustainability
- Connectivity and cohesive community
- Affordability – 60% of AMI. Rent ranges.
    - 1 bedroom - $746 - $1063
    - 2 bedroom – $895 – $1275
    - 3 bedroom – $1034 - $1475
- Community outreach - four well-attended community meetings including two on April 29. The next meeting is June 2 at Louisville Senior Center.
- Questions we asked are:
    - What amenities would make you want?
    - What features would make you weary?
- What We Heard:

  - Provide opportunities for seniors outside of an elevator-served building. Seniors want to live in multi-family housing just as easily as in a senior building. Many amenities are being built to cater to the seniors and disabled.
  - Provide unique open spaces.
  - Make sure units are accessible for families with disabled children in wheelchairs to seniors experiencing non-ambulatory periods.
- How We've Responded:
  - All ground floor units fully accessible. Nearly ¼ of all units are fully accessible and visitable.
  - Increased the number of 1-bedroom units across the site.
  - Integrated 7 unique pocket parks with varying themes.
- Our Interest List currently has 135 households on wait list.
- How to stay involved.
  - Community meetings, Facebook, Website, public hearings.

Josh Erramousspe, Olsson Associates, 5285 McWhinney Blvd, Loveland, CO. Civil engineer. The process is too early to discuss the street sections. The first submittal to the City had varying width section of roadway as it navigated through the site. We were trying to accomplish traffic calming to prevent higher speeds. We felt there was too much discussion that needed to happen with the street sections prior to coming to today's meeting. We are showing the City's standard street sections for both Kaylix and Hecla through the site tonight, and during final PUD process, we will work with Staff to fine-tune them.

Commission Questions of Applicant:
Brauneis asks about the community orchard.
Boyd says it is currently a detention pond with apples trees there. It was the inspiration for the orchard through the design process. It will be graded with some removal of trees, but because it is a detention area already, it will have an orchard feature. The trail will be located on the north edge of the orchard and we hope people will pull off the trail and relax.

Brauneis asks about open space and its use as a detention basin. Do we always allow dedicated open space to be used as a detention basin? This will be something new?
Russ says no; our land dedication is unencumbered and drainage is an encumbrance. We have precedence in the City of encumbered land being used as part of the dedication. In those settlements, often maintenance obligations were traded to the landowner. It is a case by case issue. The trail is a no-brainer; the neighborhood park is exciting; the orchard is one of biggest concerns the Parks Department rightfully had regarding concerns Commissioner Moline noted. Staff recognizes our partner and wants to work with them. If we can balance out the maintenance and costs, we think there is a solution but we are not prepared to show you yet.

Brauneis asks about water counts run on the detention basin and average residency time. How often will there be water in there, and will there be water throughout the year?
Erramousspe says to expand on Russ's conversation about the Goodhue Ditch people, we have met with the Board and are still negotiating release rates with them. What our current plan tells us is that we will mitigate post development rates back to pre-development conditions. We've considered two events, both the 10-year and the 100-year events. There will be water in that detention pond during any rainfall. We will revert back to City of Louisville design criteria for residence time. I do not remember what the water quality is, whether it is a 40 hour drain time or more. There will be a level of water quality within the outlet structure on the northern detention pond that will dictate residence time. We are trying to work this into the landscape as much as we can so we don't create a "bomb crater" there. We want to make it a more natural-feeling space. There is still more work to be done and we are in the preliminary stage.

Brauneis says his underlying concern is that we are already asking for a reduced amount of public open space, and then we start changing potential quality when it comes to use of the public open space in an area. I expect that we will hear from certain people who are concerned about density. I am often a proponent of quality density. One of the things that lends to its quality is open space. As we narrow down on this, I think it will continue to an issue that we all need to learn more about.
Nicole Delmage, Barrett Studio Architects, 1920 20th Avenue, Boulder, CO
One clarification on the detention area is that we did not count the land that the detention depression is in as part of the dedication. It was the park-like land around the detention area in terms of our calculation. We imagine that this area can be an amenity for the community including possibly a community garden which could pair with the orchard. The natural area around becomes an important community amenity that people from off-site and on-site can experience and enjoy. The land that is specifically dedicated as a detention area would not be the dedicated square footage.
Brauneis says that does make a huge difference at that point. I think we will see an elevation below a certain level that will not be included in the public land dedication. These are important numbers for us to see.

Russell says he understands we are at an early stage. When there are numbers stated, we have to be clear about them. Although this is the preliminary and things could change, I don't want a final that will not get support. Regarding lane width, if it is as simple as you reduce the 12' lane width by one foot on each side, can you use that then to gain a foot of sidewalk? Is it that basic or is there some other nuance to civil engineering I don't understand?
Erramouspe says if we are able to reduce the travel lanes on either of the roadways, we could take that extra width and plug it into a landscape strip or a sidewalk. At that point, we have a choice. We also have to deal with setbacks and buildings that butt up to the sidewalks.
Russ says Staff believes there is room in the parking as 9' is generous. In the travel lane and parking lane, we think there is room to gain for the sidewalk.

Rice says that it was stated that in counting the public land dedication, it does not include the detention pond itself. What portion of it are we talking about being encumbered?
Russ says generally in the area shown in green, there is a drainage easement on the land as well as just beyond the pond. That is the encumbrance and it is outside the pond in the land count. Russ asks Josh or Nicole to speak specifically on the acreage count. There is also a drainage easement beyond the pond that is part of the facility that we know is part of the request.
Rice clarifies that what Russ is calling encumbered is the drainage easement as opposed to the pond itself.
DelMage says (using the graphic) that to the south of the graded detention area in the northeast corner, there is an easement for related civil work to allow drainage infrastructure to happen between the detention pond and the ditch itself. That is encumbered. Above grade, that land could be used as public outdoor space without there being any impact on either use. The land that is graded to be a detention area is definitely excluded from the dedication calculation. The dedicated land which is encumbered does have an easement on it to connect the detained area to the ditch area.
Erramouspe discusses the easement. There is a meandering sidewalk running north-south along Highway 42. We are proposing a 20' wide drainage easement that runs along-side that sidewalk for drainage to connect the storm water pipe from the roadway to the pond itself. The Xcel easement discussed earlier also sits here and it is a very small easement used for housing the guy wires on a power pole. The agreement needed with Xcel is so that we can place public improvements in or around their easement.

Public Comment:

Michael Menaker, 1827 W Choke Cherry Drive, Louisville, CO
I have a question. The applicant will remember there was an in-depth conversation with City Council about preference for Louisville residents and Louisville seniors. I am concerned that when I heard the waiting list was already to up 135 without any real marketing. How will that affect the preference that I believe was agreed to by City Council for Louisville residents? I hope to have a better understanding of that. My concern is that either people are getting on a list thinking they are #1 or #10 or #20, and actually they sit below the preference for Louisville residents, or that somehow that preference that was promised for Louisville residents will melt away. I am looking for better understanding of that.
Boyd says that is a good question. What BCHA does with the new properties is we keep an interest list. Anybody who is interested, we put them on an interest list so they can keep updated with any community meetings or this event this evening. It does not mean that they are at the top of the list. We are really clear with our property managers. We have 600 other properties with very long waiting lists. We have to be very clear with people to not set false expectations. Our annexation agreement does include a preference for both including flood displaced victims because part of our funding for the affordable housing comes from Federal Disaster Relief Funds. We have a preference in there for Louisville residents and people who may have family in Louisville. There are three different categories. We are committed to pursuing those, but we do have to get formal approval from HUD as well as our lenders about fair housing. Once they approve it, you have to demonstrate no disparate impact by having that preference, that you are not excluding one type of person over another by enforcing that preference. They approve your demographics and economic information and that becomes listed as part of your property management plan. Once we have those preferences approved, as we go to lease-up, then it is really clear with people whether they are a Louisville resident or have family, then they get priority.

Debby Fahey, 1118 W Enclave Circle, Louisville, CO
I want to say that I am in support of this whole project. I think it will be a wonderful addition to the City. I am particularly pleased with how environmentally sound the project has been explained to me. My one concern is with access to the senior housing. It is down in the corner with only one access point, and it is not to a street, but to an alley. Is there going to be a sidewalk there that will get them to a street or another sidewalk? Is there only going to be one access point into the parking lot for the senior structure? It seems like a safety issue to me. If this is going to be an alley, will it be like the downtown alleys which are disgusting? The north alley that runs along the north side of Alfalfas is not really pleasant to walk along and see their piles of trash and pallets.

Rob Lathrop, 601 Johnson Street, Louisville, CO
I own the property immediately adjoining to the north of this property. I am very disappointed in the preliminary PUD. I think it is extremely sketchy to the point that I really can't make concrete comments other than some generalizations because of the lack of detail. I think that is probably an error on the part of the applicant to come to this stage with such little to show the people who are interested in the project. By the time you get to a final PUD and people see things that are problems, it just prolongs the project and complicates everything. My comments right now, the ones that I've noted so far, are that the property drains almost to the north. Part of it drains to the northeast as was indicated. I can tell you that in a heavy rain, it sheet flows due north right down onto my property, and then we drain it to the Goodhue. Stan Alconis and myself worked it out 25 years ago and it has worked fairly well, but it has always been agricultural. When you start tearing that property up, things are going to change dramatically. Along that same line, there is no mention in this project that I see of the prairie dogs, hundreds of prairie dogs, that are on their property now and subsequently, on my property. There needs to be some type of plan brought forward on how they are going to deal with that aside from importing a lot of kestrels, and I'm not sure they eat prairie dogs. The other item I noticed fairly quickly on my

property is the main east-west sewer line that the North Main Apartments connected into. I know for a fact that this sewer line is probably 24' down. In order to access that to put in a manhole requires an excavation of roughly the size of this room. That connection would totally block access to the western portion of my property. That is going to have to be dealt with. I think these are preliminary issues that I should be able to address in a lot more detail and I can't. I am raising them now, more for the applicant's information than for the Planning Commission's information.

Walt Oehlkers, 665 W Juniper Court, Louisville, CO
I have been very concerned about seniors for many years and some of you have probably heard me before. I have a couple of things I came up with. The first thing I'm concerned about is that one-quarter of the units will have accessibility. I don't think this is adequate because many of the people who will be in these homes will have visitors having special needs to get into their facilities, such as wheelchairs, walkers, and canes. This is very important for elderly people. It is a matter of accessibility. Part of the accessibility that I am very concerned about is parking. I have not heard anything about parking. If you go to Liddy Morgan or Sunnyside here, parking is very limited. There is no visitor parking and it is very difficult. You are parking out on the street. A lot of these residents are going to fill up the authorized parking, and then they will be parking on the street. You have to recognize the tremendous amount of parking you will have out on the street. I hear you talking about having space for them but parking needs to be evaluated based upon the number of cars expected for the different households. A lot of seniors will not have cars but some of them will. That gets to the other point I have which is people visiting seniors and picking them up. If you pull into Liddy Morgan, they have a doorway you can drive up to and there is a heated sidewalk so it's clear in the wintertime. It is important as far as accessibility for seniors and people with limited mobility. Parking close for immediate pick-up is very important. I hope you will take this into account when designing the facilities and the streets. I can't over emphasize accessibility such as showers with handholds and wide doorways. This is part of the Comp Plan here in the City.

Questions of Applicant or Staff:
Rice clarifies that we are passing a preliminary plat and PUD. At this stage, is parking something we are looking at in terms of a parking count?
Russ says yes. There are parking ratios in the General Development Plan, but the specific bedroom count and square footages that actually get laid on the ground will tell you how many parking spaces will be there. That is at final PUD.

Rice asks about the accessibility of the sewer and the size of the hole necessary to prepare for it. Is that something that would be encompassed in what we are passing tonight?
Russ says it could. There is a memo within our referral comments between the Planning Department and Public Works providing a number of comments. Craig, our City Engineer, is very good at understanding how much room he needs to maintain sewer depending on depth. I do not disagree with Mr. Lathrop. Craig has put comments in the memo in your packet. It will get refined as we get to final but at preliminary, there is an order of magnitude that we have to start working in.

Rice asks if we should be considering prairie dogs with respect to the agenda tonight?
Russ says the Open Space Division of the Parks and Recreation Department will have clear concerns on a management plan. This has been noted and we will forward it to the Parks Department to address at final. We don't have the specific grading plan and building locations. Those are details that influence how we plan things out.

Russell asks the applicant about what drove the placement of senior housing and where it is located? Is the concentration of senior housing typical in this type of development or might it be more distributed throughout the property?
Boyd says we have learned a lot from previous building projects. The Lafayette project included 74 units of senior housing, 70 in a three story walk-up, and four duplexes that are disabled accessible. I misspoke earlier; the 70 unit senior housing building will include elevator access. It is fully accessible. It is the multi-family units that are scattered throughout the site, including ground floor, one bedroom, and two bedroom units. They will include a lot of accessible one bedroom, ground floor units. The senior housing building has a porte cochere. We have learned that VIA van service is awesome and comes frequently to our existing facility in Lafayette. It seems to serve seniors and family members coming to the site to visit. There will also be underground parking. The senior housing location on the site is the prime spot since it looks into a wooded area and has a peaceful area suitable for an outdoor courtyard and garden. It is easily accessed by the van service. We are calling it an alley loop but it is beautiful and will have artwork on it.

Boyd speaks about prairie dogs. Some people have noted the posting on the property and are concerned about the prairie dogs. We have completed our prairie dog study and it is part of our habitat analysis which is done to make sure we have no endangered species on the site such as plants, butterflies, and the like. We did find that there are many prairie dogs. We have an environmental consultant coming up with prairie dog plan. They are recounting the dogs so we have an accurate count and can relocate them. We are not terminating the prairie dogs. We are following two different permits from the State to relocate them.

Delmage speaks about accessibility around senior housing. There will be a circular driving access to bring you to the underground parking and continue out of the parking area in a circular way. There are two entrances to the area around the senior building. Its location has a couple factors such as its compatibility with the adjacent development. The building makes “sense” there in terms of relationships with the adjacent buildings to the west and south. It is the shortest walking distance to grocery stores and the bus.

Erramouspe talks about drainage concern on the north end of the property. While the grading has not been finalized at this point, the drainage study anticipates that we will capture all drainage, or as much as we can, on the site and put it into the detention ponds, and ultimately into the Goodhue Ditch. Since the grading has not been finalized, I picture some sort of berm up at the top on the north side to keep runoff generated within the Kestrel property on the property. This will be fine-tuned during the FDP. We will submit a final drainage report at that point.

Moline is concerned about zero setback on parks and open space properties. When I look at the northern part of this site, I see the lot comes close to where the regional trail will be. I have concern about a large building that may shade and create winter maintenance problems on the regional trail.
Delmage says that in this specific instance regarding the easement along the north, there is a 25’ easement that the Lafayette and Xcel easements are within. In this circumstance, it will not be as drastic as you imagine.

Summary and request by Staff and Applicant:
Russ says this is preliminary and Staff believes that with the conditions, it meets the intent of Chapter 16 and Chapter 17 for a preliminary submittal.

Closed Public Hearing and discussion by Commission:
Brauneis is excited and interested to see this develop further. He is in support.

Moline thinks we are at a good place. It is difficult to look at bubbles on a plan and try to visualize what will happen. From what I understand, I am in support.
Russell is excited about the project. I am bitterly disappointed that we lost the Art Underground which is a huge loss for the project and the community. I clearly communicated my concerns about the roadways and am looking for some creativity in how to deal with it. Just because it is designed one way and in one area, it should not drive us into a continuation of poor design from a pedestrian and safety perspective. I hope there are a couple of feet reclaimed for the people.
Rice thinks that for the stage we are at, there is sufficient particularity. The conditions outline the things that need to be addressed. I am impressed with the applicant's willingness to speak to and try and address the concerns that the City has as well as the other stakeholders. I think the process is moving along well.
Pritchard is in support of this project. The conditions are outlined by Staff and the applicant has no problems with them. We are moving forward. We are in the preliminary stage so regarding the comments made tonight by both the public and the PC, I would like Staff and the applicant to take them into consideration, especially with the stakeholders to the north and around there. We know we have some issues that need to be addressed. I hope when we see this project come back as a final, these issues are all addressed appropriately so we can move it smoothly to City Council.

Motion made by Brauneis to approve Resolution 15, Series 2015. A resolution recommending approval of Preliminary Subdivision Plat and Preliminary Planned Unit Development (PUD) for 245 North 96th Street to allow the development of 231 residential units and 18,406 square feet of commercial development, with five conditions, seconded by Russell. Roll call vote.

Name	Vote
Chris Pritchard	Yes
Jeff Moline	Yes
Ann O'Connell	N/A
Cary Tengler	N/A
Steve Brauneis	Yes
Scott Russell	Yes
Tom Rice	Yes
Motion passed/failed:	Pass

Motion passes 5-0.

City Council – Public Hearing

THE 245 NORTH 96TH STREET

Preliminary Plat and Planned Unit Development (PUD)

Resolution No. 45, Series 2015

A RESOLUTION RECOMMENDING APPROVAL OF PRELIMINARY SUBDIVISION PLAT AND PRELIMINARY PLANNED UNIT DEVELOPMENT (PUD) FOR 245 NORTH 96TH STREET TO ALLOW THE DEVELOPMENT 231 RESIDENTIAL UNITS AND 18,406 SQUARE FEET OF COMMERCIAL SPACE

Prepared by:

Dept. of Planning & Building Safety

245 NORTH 96TH STREET

Preliminary Plat & PUD

Size

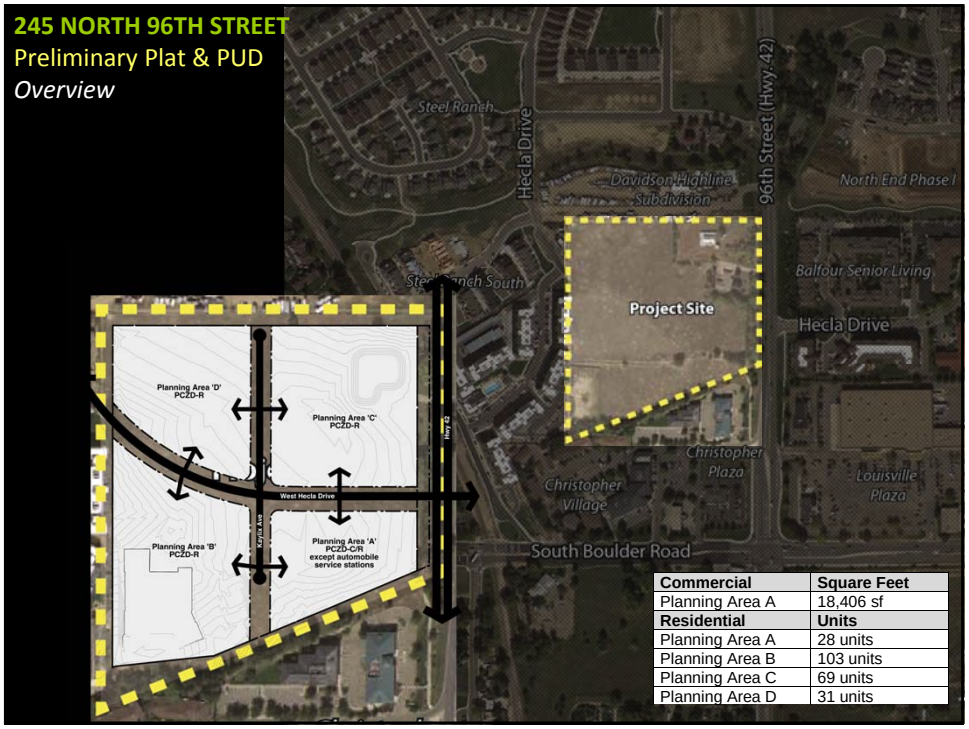
13.404 Acres

Zoning

PCZD-C/R Zoning

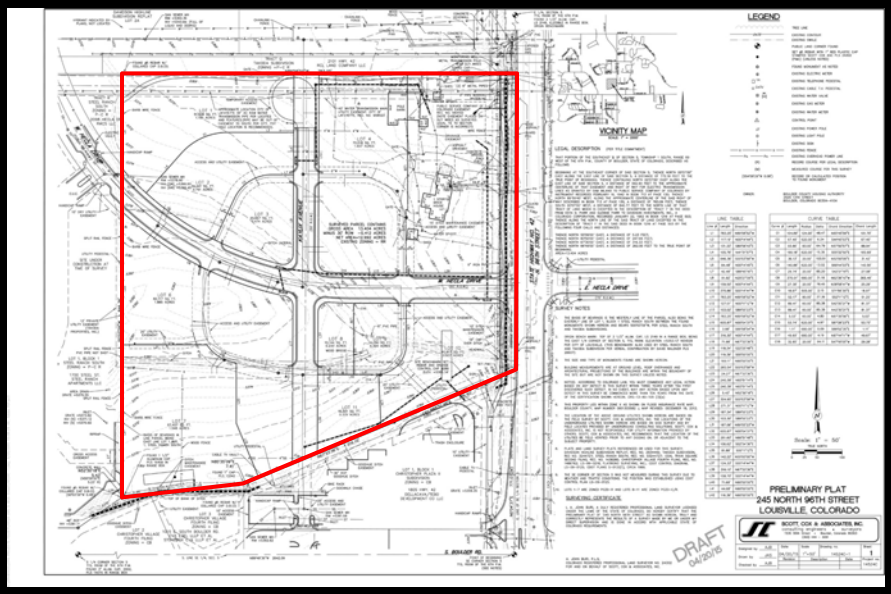
- 231 dwelling units
- 18,404sf Commercial

245 NORTH 96TH STREET
Preliminary Plat & PUD
Overview

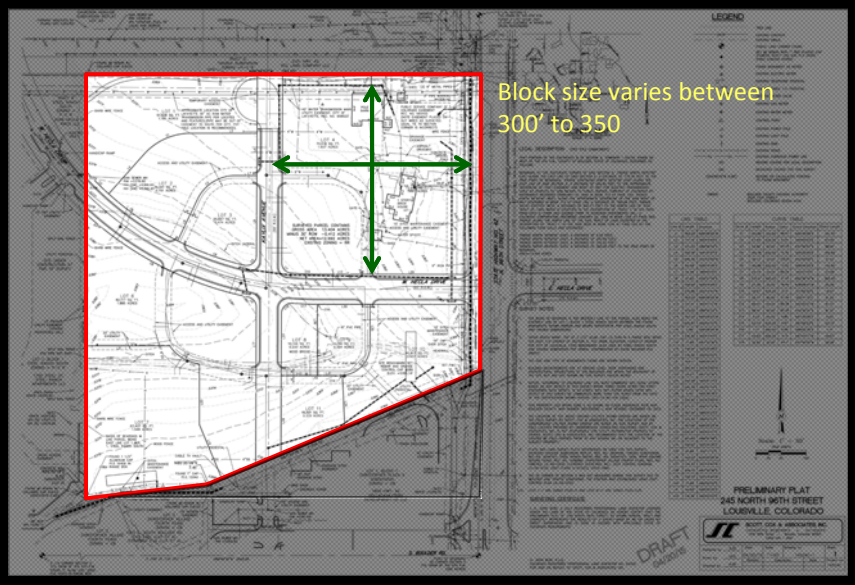


Commercial	Square Feet
Planning Area A	18,406 sf
Residential	**Units**
Planning Area A	28 units
Planning Area B	103 units
Planning Area C	69 units
Planning Area D	31 units

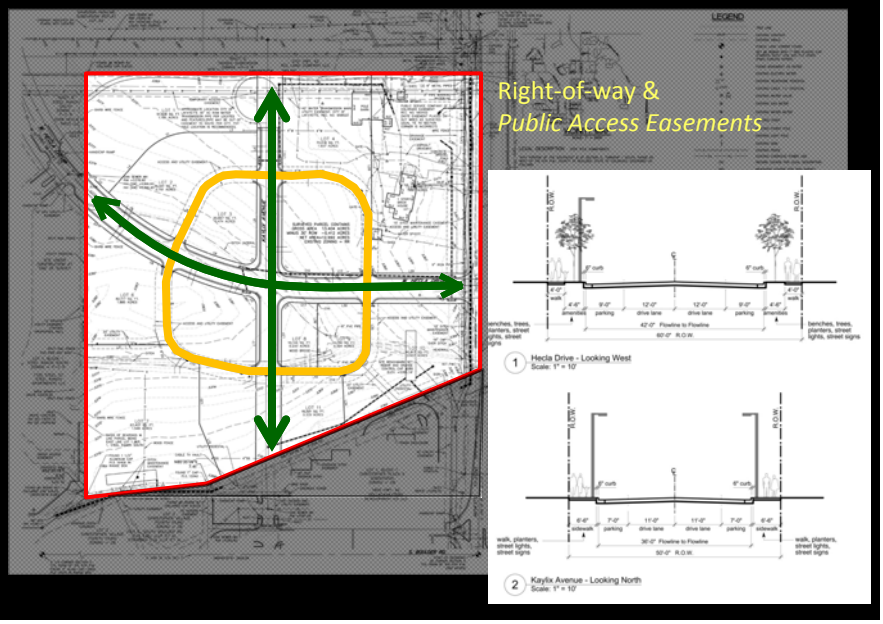
245 NORTH 96TH STREET
Preliminary Plat & PUD
Plat



245 NORTH 96TH STREET
Preliminary Plat & PUD
Plat – Block Size



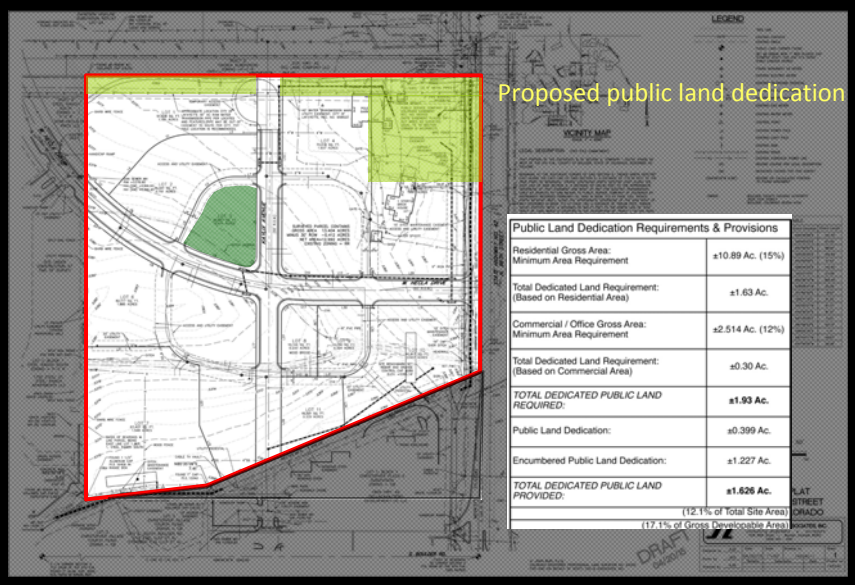
245 NORTH 96TH STREET
Preliminary Plat & PUD
Plat – Streets and Alleys



245 NORTH 96TH STREET
Preliminary Plat & PUD
Plat – Streets and Alleys

Recommended Condition: The applicant shall provide an emergency access plan using the Fire District apparatus dimensions as part of the final Plat and PUD submittal. The emergency access plan shall demonstrate all corners are navigable before the City of Louisville and the Louisville Fire Protection District give final approval to the requested street sections.

245 NORTH 96TH STREET
Preliminary Plat & PUD
Plat – Public Land Dedication



Public Land Dedication Requirements & Provisions	
Residential Gross Area: Minimum Area Requirement	±10.89 Ac. (15%)
Total Dedicated Land Requirement: (Based on Residential Area)	±1.63 Ac.
Commercial / Office Gross Area: Minimum Area Requirement	±2.514 Ac. (12%)
Total Dedicated Land Requirement: (Based on Commercial Area)	±0.30 Ac.
TOTAL DEDICATED PUBLIC LAND REQUIRED:	**±1.93 Ac.**
Public Land Dedication:	±0.399 Ac.
Encumbered Public Land Dedication:	±1.227 Ac.
TOTAL DEDICATED PUBLIC LAND PROVIDED:	**±1.626 Ac.**
(12.1% of Total Site Area)	
(17.1% of Gross Developable Area)	

245 NORTH 96TH STREET
Preliminary Plat & PUD
Plat – Public Land Dedication

Recommended Condition: The public land dedication recommendation for the property shall be resolved between City staff and the applicant prior to the submittal of the Final Plat.

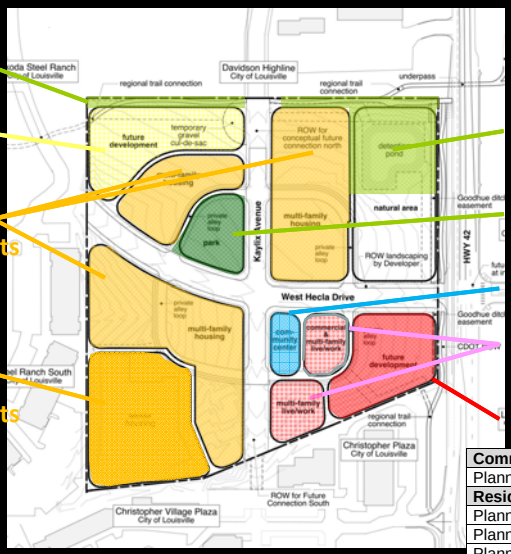
245 NORTH 96TH STREET
Preliminary Plat & PUD
Planned Unit Development (PUD) – Land Use Mix

Bike Trail

Market Rate Housing

Affordable Multifamily Units

Affordable Senior Multifamily Units



Community Orchard

Neighborhood Park

Community Center

Live Work

Commercial

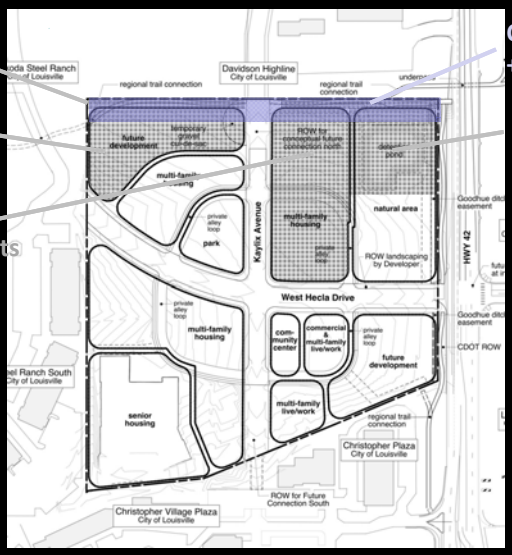
Commercial	Square Feet
Planning Area A	18,406 sf
Residential	**Units**
Planning Area A	28 units
Planning Area B	103 units
Planning Area C	69 units
Planning Area D	31 units

245 NORTH 96TH STREET
Preliminary Plat & PUD
Planned Unit Development (PUD) – Easement Holders

Bike Trail

Market Rate Housing

Affordable Multifamily Units



City of Lafayette
+ Xcel Utility Easements

Community Orchard

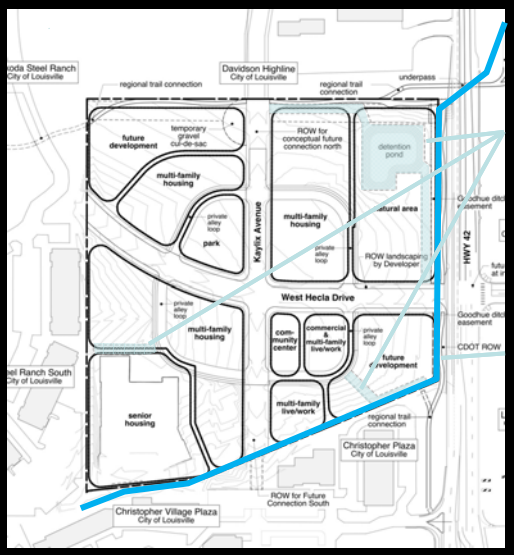
245 NORTH 96TH STREET
Preliminary Plat & PUD
Planned Unit Development (PUD) – Easement Holders

Recommended Conditions: The applicant shall provide as part of the Final PUD Application an executed easement use agreement between the City of Lafayette and BCHA allowing the County to construct surface improvements proposed on the City of Lafayette's utility easement.

+

The applicant shall provide as part of the Final PUD application an executed easement use agreement between Xcel Energy and BCHA for the County to construct surface improvements proposed on Public Service Company of Colorado's utility easement.

245 NORTH 96TH STREET
Preliminary Plat & PUD
Planned Unit Development (PUD) – Drainage + Goodhue Ditch Company



Drainage Facilities

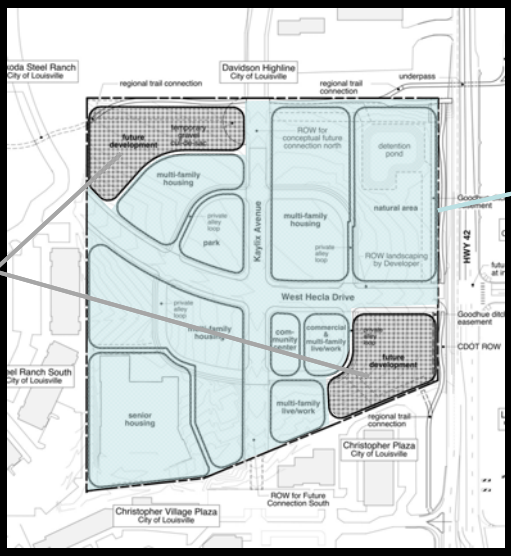
Goodhue Ditch

245 NORTH 96TH STREET
Preliminary Plat & PUD
Planned Unit Development (PUD)
Hwy 42 + Goodhue Ditch Company

245 NORTH 96TH STREET
Preliminary Plat & PUD
Plat – Public Land Dedication

Recommended Condition: The applicant shall provide as part of the Final PUD Application an executed agreement between the Goodhue Ditch Company and BCHA.

245 NORTH 96TH STREET
Preliminary Plat & PUD
Planned Unit Development (PUD) – Multi-phased Development



Phase 1

Future Phases

245 NORTH 96TH STREET
Preliminary Plat & PUD
*Planned Unit Development (PUD) – **Staff Recommendation***

Staff recommends approval of the Preliminary Plat and Preliminary PUD for the 245 North 96th Street Development with five conditions.

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 – 2nd Reading – Public Hearing – Advertised Daily Camera 06/07/2015**

DATE: **JULY 14, 2015**

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.

FISCAL IMPACT:
Staff estimates the proposed $678,449 lease for 606 solar panels will provide a net reduction is 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, authorizing and approving lease purchase financing for solar panels with Alpine Bank and, in connection therewith, certain related documents and transactions.

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**

401 Tree Farm Drive, Carbondale, CO 81623 // phone **800.646.0323** // fax **970.692.2592** // **easycleanenergy.com**

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

401 Tree Farm Drive, Carbondale, CO 81623 // phone **800.646.0323** // fax **970.692.2592** // **easycleanenergy.com**

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.

Clean Energy COLLECTIVE®

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**	

401 Tree Farm Drive, Carbondale, CO 81623 // phone **800.646.0323** // fax **970.692.2592** // **easycleanenergy.com**

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.

Clean Energy COLLECTIVE®

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**	

401 Tree Farm Drive, Carbondale, CO 81623 // phone **800.646.0323** // fax **970.692.2592** // **easycleanenergy.com**

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.

Clean Energy COLLECTIVE®

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**	

401 Tree Farm Drive, Carbondale, CO 81623 // phone **800.646.0323** // fax **970.692.2592** // **easycleanenergy.com**

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.

401 Tree Farm Drive, Carbondale, CO 81623 // phone **800.646.0323** // fax **970.692.2592** // **easycleanenergy.com**

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.

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

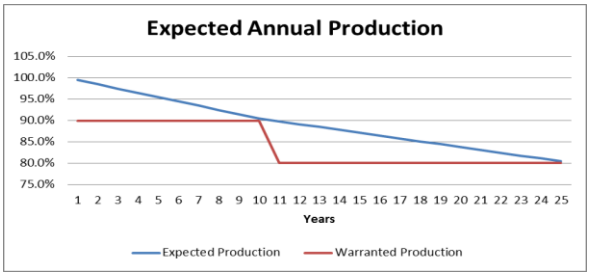
CEC has financing partners available to provide loans for the purchase of interest in the solar arrays.

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.

401 Tree Farm Drive, Carbondale, CO 81623 // phone **800.646.0323** // fax **970.692.2592** // **easycleanenergy.com**

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.



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 warrantied 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.

401 Tree Farm Drive, Carbondale, CO 81623 // phone **800.646.0323** // fax **970.692.2592** // **easycleanenergy.com**

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.

LEASE AND LEASE PURCHASE AGREEMENT

between

ALPINE BANK,
as Lessor,

and

CITY OF LOUISVILLE, COLORADO,
as Lessee

Dated as of _____ ___, 2015

TABLE OF CONTENTS

Page

ARTICLE I
DEFINITIONS

Section 1.01. Terms Defined in Preamble and Recitals 2
Section 1.02. Additional Definitions 2

ARTICLE II
REPRESENTATIONS, COVENANTS AND WARRANTIES

Section 2.01. Representations, Covenants and Warranties of the City 6
Section 2.02. Representations, Covenants and Warranties of Alpine Bank 7

ARTICLE III
DEMISING CLAUSE; ASSIGNMENT OF RIGHTS UNDER CEC AGREEMENTS; QUIET ENJOYMENT

Section 3.01. Lease of Leased Property 8
Section 3.02. Assignment of Rights under CEC Agreements 8
Section 3.03. Enjoyment of Leased Property 8
Section 3.04. Representations and Covenants of Alpine Bank Relating to CEC Agreements 9
Section 3.05. Inspection and Access Rights of Alpine Bank 9

ARTICLE IV
LEASE TERM

Section 4.01. Duration of Lease Term; City's Annual Right to Renew Lease 10
Section 4.02. Termination of Lease Term 11

ARTICLE V

ACQUISITION; USE OF CERTAIN FUNDS 11

ARTICLE VI
PAYMENTS BY THE CITY

Section 6.01. Payments to Be Paid From Currently Budgeted Expenditures of the City 11
Section 6.02. Base Rentals and Additional Rentals 12
Section 6.03. Interest Component 13
Section 6.04. Manner of Payment 13
Section 6.05. Expression of City's Need for the Leased Property 13
Section 6.06. Nonappropriation 13

ARTICLE VII
TITLE TO THE LEASED PROPERTY; LIMITATIONS ON ENCUMBRANCES

Section 7.01. Title to the Leased Property 15
Section 7.02. No Encumbrance, Mortgage or Pledge of Leased Property 15

ARTICLE VIII
MAINTENANCE; TAXES; INSURANCE AND OTHER CHARGES

Section 8.01. Maintenance of the Leased Property by the City 15
Section 8.02. Taxes, Other Governmental Charges and Utility Charges 16
Section 8.03. Provisions Regarding Liability, Property and Worker's Compensation Insurance 16

ARTICLE IX
DAMAGE, DESTRUCTION AND CONDEMNATION; USE OF NET PROCEEDS

Section 9.01. Damage, Destruction and Condemnation 17
Section 9.02. Obligation of the City to Repair and Replace the Leased Property 17
Section 9.03. Insufficiency of Net Proceeds 18
Section 9.04. Cooperation of the City 18
Section 9.05. Condemnation by the City 19

ARTICLE X
DISCLAIMER OF WARRANTIES; OTHER COVENANTS

Section 10.01. Disclaimer of Warranties 19
Section 10.02. Further Assurances and Corrective Instruments 19
Section 10.03. Compliance With Requirements 19
Section 10.04. Tax Covenant of City 20
Section 10.05. Reserved 20
Section 10.06. Immunity and Indemnification 20
Section 10.07. Access to Leased Property 20
Section 10.08. Audited Financial Statements 21

ARTICLE XI
PURCHASE AND CONVEYANCE OF THE LEASED PROPERTY

Section 11.01. Purchase Option 21
Section 11.02. Conveyance of the Leased Property 21
Section 11.01. Transfer of Leased Property At City's Option at End of Scheduled Lease Term 21

ARTICLE XII

ASSIGNMENT AND SUBLEASING BY CITY 22

ARTICLE XIII
EVENTS OF DEFAULT AND REMEDIES

Section 13.01. Events of Default Defined 22
Section 13.02. Remedies on Default 23
Section 13.03. Limitations on Remedies 24

Section 13.04. No Remedy Exclusive 24
Section 13.05. Waivers 24
Section 13.06. Agreement to Pay Attorneys' Fees and Expenses 24

ARTICLE XIV
MISCELLANEOUS

Section 14.01. CEC Agreements 25
Section 14.02. Sovereign Powers of City 25
Section 14.03. Notices 25
Section 14.04. Binding Effect 25
Section 14.05. Amendments, Changes and Modifications 25
Section 14.06. Assignment by Alpine Bank 25
Section 14.07. Reserved 26
Section 14.08. Payments Due on Holidays 26
Section 14.09. Severability 26
Section 14.10. No Merger 26
Section 14.11. Execution in Counterparts 26
Section 14.12. Applicable Law 26
Section 14.13. Captions 26

EXHIBIT A DESCRIPTION OF LEASED PROPERTY
EXHIBIT B BASE RENTALS SCHEDULE
EXHIBIT C CEC AGREEMENTS

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;

W I T N E S S E T H:

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
Row: 1 Run: 4 Col: 57 - 2001827691 250
Row: 1 Run: 4 Col: 58 - 2001827686 250
Row: 1 Run: 4 Col: 59 - 2001827680 250
Row: 1 Run: 4 Col: 61 - 2001829438 250
Row: 1 Run: 4 Col: 63 - 2001829447 250
Row: 3 Run: 4 Col: 61 - 2001828648 250
Row: 5 Run: 1 Col: 56 - SF22015P1112BC0353 235
Row: 5 Run: 1 Col: 57 - SF22015P1112AG0169 235
Row: 5 Run: 1 Col: 58 - SF22021P1112TY0028 235
Row: 5 Run: 1 Col: 59 - SF22021P1112TY0090 235
Row: 5 Run: 1 Col: 60 - SF22021P1112TY0027 235
Row: 5 Run: 1 Col: 61 - SF22015P1112AG0162 235
Row: 5 Run: 1 Col: 62 - SF22015P1112BC0027 235
Row: 5 Run: 1 Col: 63 - SF22015P1112BC0235 235
Row: 5 Run: 2 Col: 56 - SF22015P1112BC0406 235
Row: 5 Run: 2 Col: 57 - SF22016P1112AG0175 235
Row: 5 Run: 2 Col: 58 - SF22015P1112BC0316 235
Row: 5 Run: 2 Col: 59 - SF22021P1112TY0073 235
Row: 5 Run: 2 Col: 60 - SF22021P1112TY0046 235
Row: 5 Run: 2 Col: 61 - SF22015P1112AG0187 235
Row: 5 Run: 2 Col: 62 - SF22015P1112BC0124 235
Row: 5 Run: 2 Col: 63 - SF22015P1112BC0195 235
Row: 5 Run: 3 Col: 56 - SF22015P1112BC0361 235
Row: 5 Run: 3 Col: 57 - SF22015P1112BC0347 235
Row: 5 Run: 3 Col: 58 - SF22015P1112BC0304 235
Row: 5 Run: 3 Col: 59 - SF22021P1112TY0086 235
Row: 5 Run: 3 Col: 60 - SF22021P1112TY0093 235
Row: 5 Run: 3 Col: 61 - SF22015P1112AG0014 235
Row: 5 Run: 3 Col: 62 - SF22015P1112BC0444 235
Row: 5 Run: 3 Col: 63 - SF22015P1112BC0180 235
Row: 5 Run: 4 Col: 55 - SF22021P1112TY0040 235
Row: 5 Run: 4 Col: 56 - SF22015P1112BC0330 235
Row: 5 Run: 4 Col: 57 - SF22015P1112BC0322 235
Row: 5 Run: 4 Col: 58 - SF22015P1112BC0064 235
Row: 5 Run: 4 Col: 59 - SF22021P1112TY0008 235

Row: 5 Run: 4 Col: 60 - SF22021P1112TY0033 235
Row: 5 Run: 4 Col: 61 - SF22015P1112AG0248 235
Row: 5 Run: 4 Col: 62 - SF22015P1112BC0169 235
Row: 5 Run: 4 Col: 63 - SF22015P1112BC0398 235
Row: 6 Run: 1 Col: 15 - SF22016P1112AG0409 235
Row: 6 Run: 1 Col: 16 - SF22016P1112AG0151 235
Row: 6 Run: 1 Col: 17 - SF22016P1112AG0253 235
Row: 6 Run: 1 Col: 18 - SF22016P1112AG0097 235
Row: 6 Run: 1 Col: 19 - SF22023P1112TK0152 235
Row: 6 Run: 1 Col: 20 - SF22023P1112TK0192 235
Row: 6 Run: 1 Col: 21 - SF22023P1112TD0097 235
Row: 6 Run: 1 Col: 22 - SF22023P1112TD0062 235
Row: 6 Run: 1 Col: 23 - SF22023P1112TD0133 235
Row: 6 Run: 1 Col: 24 - SF22023P1112TD0137 235
Row: 6 Run: 1 Col: 25 - SF22024P1112TD0040 235
Row: 6 Run: 1 Col: 26 - SF22023P1112TK0270 235
Row: 6 Run: 1 Col: 27 - SF22023P1112TK0001 235
Row: 6 Run: 1 Col: 28 - SF22021P1112AG0141 235
Row: 6 Run: 1 Col: 29 - SF22021P1112AG0286 235
Row: 6 Run: 1 Col: 30 - SF22021P1112AG0282 235
Row: 6 Run: 1 Col: 31 - SF22021P1112AG0129 235
Row: 6 Run: 1 Col: 32 - SF22021P1112AG0008 235
Row: 6 Run: 1 Col: 33 - SF22021P1112AG0384 235
Row: 6 Run: 1 Col: 34 - SF22021P1112AG0242 235
Row: 6 Run: 1 Col: 35 - SF22021P1112AG0164 235
Row: 6 Run: 1 Col: 36 - SF22021P1112AG0271 235
Row: 6 Run: 1 Col: 37 - SF22015P1112AG0688 235
Row: 6 Run: 1 Col: 38 - SF22016P1112AG0174 235
Row: 6 Run: 1 Col: 39 - SF22016P1112AG0208 235
Row: 6 Run: 1 Col: 40 - SF22016P1112AG0233 235
Row: 6 Run: 1 Col: 41 - SF22016P1112AG0301 235
Row: 6 Run: 2 Col: 15 - SF22016P1112BC0148 235
Row: 6 Run: 2 Col: 16 - SF22016P1112AG0220 235
Row: 6 Run: 2 Col: 17 - SF22016P1112AG0260 235
Row: 6 Run: 2 Col: 18 - SF22016P1112AG0086 235
Row: 6 Run: 2 Col: 19 - SF22023P1112TK0158 235
Row: 6 Run: 2 Col: 20 - SF22023P1112TK0084 235
Row: 6 Run: 2 Col: 21 - SF22024P1112TD0143 235
Row: 6 Run: 2 Col: 22 - SF22023P1112TD0098 235
Row: 6 Run: 2 Col: 23 - SF22023P1112TD0047 235
Row: 6 Run: 2 Col: 24 - SF22023P1112TD0138 235
Row: 6 Run: 2 Col: 25 - SF22024P1112TD0073 235
Row: 6 Run: 2 Col: 26 - SF22023P1112TK0200 235

Row: 6 Run: 2 Col: 27 - SF22023P1112TK0272 235
Row: 6 Run: 2 Col: 28 - SF22021P1112AG0117 235
Row: 6 Run: 2 Col: 29 - SF22021P1112AG0076 235
Row: 6 Run: 2 Col: 30 - SF22021P1112AG0180 235
Row: 6 Run: 2 Col: 31 - SF22021P1112AG0350 235
Row: 6 Run: 2 Col: 32 - SF22021P1112AG0346 235
Row: 6 Run: 2 Col: 33 - SF22021P1112AG0102 235
Row: 6 Run: 2 Col: 34 - SF22021P1112AG0274 235
Row: 6 Run: 2 Col: 35 - SF22021P1112AG0308 235
Row: 6 Run: 2 Col: 36 - SF22021P1112AG0272 235
Row: 6 Run: 2 Col: 37 - SF22021P1112AG0322 235
Row: 6 Run: 2 Col: 38 - SF22015P1112AG0357 235
Row: 6 Run: 2 Col: 39 - SF22016P1112AG0090 235
Row: 6 Run: 2 Col: 40 - SF22016P1112AG0083 235
Row: 6 Run: 2 Col: 41 - SF22016P1112AG0154 235
Row: 6 Run: 2 Col: 42 - SF22021P1112TY0013 235
Row: 6 Run: 3 Col: 15 - SF22016P1112BC0022 235
Row: 6 Run: 3 Col: 16 - SF22016P1112BC0446 235
Row: 6 Run: 3 Col: 17 - SF22016P1112AG0265 235
Row: 6 Run: 3 Col: 18 - SF22016P1112AG0716 235
Row: 6 Run: 3 Col: 19 - SF22023P1112TK0157 235
Row: 6 Run: 3 Col: 20 - SF22023P1112TD0002 235
Row: 6 Run: 3 Col: 21 - SF22023P1112TD0042 235
Row: 6 Run: 3 Col: 22 - SF22023P1112TD0079 235
Row: 6 Run: 3 Col: 23 - SF22023P1112TD0081 235
Row: 6 Run: 3 Col: 24 - SF22023P1112TD0136 235
Row: 6 Run: 3 Col: 25 - SF22023P1112TK0169 235
Row: 6 Run: 3 Col: 26 - SF22023P1112TK0250 235
Row: 6 Run: 3 Col: 27 - SF22024P1112TD0100 235
Row: 6 Run: 3 Col: 28 - SF22021P1112AG0059 235
Row: 6 Run: 3 Col: 29 - SF22021P1112AG0323 235
Row: 6 Run: 3 Col: 30 - SF22021P1112AG0237 235
Row: 6 Run: 3 Col: 31 - SF22021P1112AG0049 235
Row: 6 Run: 3 Col: 32 - SF22021P1112AG0133 235
Row: 6 Run: 3 Col: 33 - SF22021P1112AG0016 235
Row: 6 Run: 3 Col: 34 - SF22021P1112AG0130 235
Row: 6 Run: 3 Col: 35 - SF22021P1112AG0344 235
Row: 6 Run: 3 Col: 36 - SF22021P1112AG0389 235
Row: 6 Run: 3 Col: 37 - SF22021P1112AG0325 235
Row: 6 Run: 3 Col: 38 - SF22015P1112AG0690 235
Row: 6 Run: 3 Col: 39 - SF22016P1112AG0003 235
Row: 6 Run: 3 Col: 40 - SF22016P1112AG0541 235
Row: 6 Run: 3 Col: 41 - SF22016P1112AG0249 235

Row: 6 Run: 3 Col: 42 - SF22021P1112AG0279 235
Row: 6 Run: 4 Col: 15 - SF22016P1112AG0320 235
Row: 6 Run: 4 Col: 16 - SF22016P1112AG0136 235
Row: 6 Run: 4 Col: 17 - SF22016P1112AG0065 235
Row: 6 Run: 4 Col: 18 - SF22016P1112AG0953 235
Row: 6 Run: 4 Col: 19 - SF22024P1111TBH0067 235
Row: 6 Run: 4 Col: 20 - SF22023P1112TK0193 235
Row: 6 Run: 4 Col: 21 - SF22023P1112TD0009 235
Row: 6 Run: 4 Col: 22 - SF22024P1112TD0036 235
Row: 6 Run: 4 Col: 23 - SF22023P1112TD0135 235
Row: 6 Run: 4 Col: 24 - SF22023P1112TD0139 235
Row: 6 Run: 4 Col: 25 - SF22024P1112TD0070 235
Row: 6 Run: 4 Col: 26 - SF22023P1112TK0198 235
Row: 6 Run: 4 Col: 27 - SF22023P1112TK0225 235
Row: 6 Run: 4 Col: 28 - SF22021P1112AG0239 235
Row: 6 Run: 4 Col: 29 - SF22021P1112AG0173 235
Row: 6 Run: 4 Col: 30 - SF22021P1112AG0277 235
Row: 6 Run: 4 Col: 31 - SF22021P1112AG0140 235
Row: 6 Run: 4 Col: 32 - SF22021P1112AG0168 235
Row: 6 Run: 4 Col: 33 - SF22021P1112AG0208 235
Row: 6 Run: 4 Col: 34 - SF22021P1112AG0036 235
Row: 6 Run: 4 Col: 35 - SF22021P1112AG0099 235
Row: 6 Run: 4 Col: 36 - SF22021P1112AG0035 235
Row: 6 Run: 4 Col: 37 - SF22021P1112AG0015 235
Row: 6 Run: 4 Col: 38 - SF22015P1112AG0689 235
Row: 6 Run: 4 Col: 39 - SF22016P1112BC0257 235
Row: 6 Run: 4 Col: 40 - SF22016P1112AG0542 235
Row: 6 Run: 4 Col: 41 - SF22016P1112AG0043 235
Row: 6 Run: 4 Col: 42 - SF22021P1112AG0258 235
Row: 7 Run: 1 Col: 38 - 2001828525 250
Row: 7 Run: 1 Col: 39 - 2001828450 250
Row: 7 Run: 1 Col: 40 - 2001827420 250
Row: 7 Run: 1 Col: 41 - 2001827052 250
Row: 7 Run: 1 Col: 42 - 2001826959 250
Row: 7 Run: 1 Col: 43 - 2001828519 250
Row: 7 Run: 1 Col: 44 - 2001829934 250
Row: 7 Run: 1 Col: 45 - 2001829970 250
Row: 7 Run: 2 Col: 38 - 2001828452 250
Row: 7 Run: 2 Col: 39 - 2001828509 250
Row: 7 Run: 2 Col: 40 - 2001827418 250
Row: 7 Run: 2 Col: 41 - 2001827434 250
Row: 7 Run: 2 Col: 42 - 2001827213 250
Row: 7 Run: 2 Col: 43 - 2001828513 250

Row: 7 Run: 2 Col: 44 - 2001829932 250
Row: 7 Run: 2 Col: 45 - 2001829966 250
Row: 7 Run: 3 Col: 37 - 2001827158 250
Row: 7 Run: 3 Col: 38 - 2001828522 250
Row: 7 Run: 3 Col: 39 - 2001828449 250
Row: 7 Run: 3 Col: 40 - 2001827124 250
Row: 7 Run: 3 Col: 41 - 2001827161 250
Row: 7 Run: 3 Col: 42 - 2001827427 250
Row: 7 Run: 3 Col: 43 - 2001828454 250
Row: 7 Run: 3 Col: 44 - 2001829931 250
Row: 7 Run: 4 Col: 37 - 2001827159 250
Row: 7 Run: 4 Col: 38 - 2001828447 250
Row: 7 Run: 4 Col: 39 - 2001782581 250
Row: 7 Run: 4 Col: 40 - 2001827417 250
Row: 7 Run: 4 Col: 41 - 2001826972 250
Row: 7 Run: 4 Col: 42 - 2001827154 250
Row: 7 Run: 4 Col: 43 - 2001828515 250
Row: 7 Run: 4 Col: 44 - 2001829971 250
Row: 9 Run: 1 Col: 10 - 2001828620 250
Row: 9 Run: 1 Col: 11 - 2001828581 250
Row: 9 Run: 1 Col: 12 - 2001828955 250
Row: 9 Run: 1 Col: 13 - 2001828969 250
Row: 9 Run: 1 Col: 14 - 2001828961 250
Row: 9 Run: 1 Col: 15 - 2001828925 250
Row: 9 Run: 1 Col: 16 - 2001828931 250
Row: 9 Run: 1 Col: 17 - 2001828934 250
Row: 9 Run: 1 Col: 18 - 2001828941 250
Row: 9 Run: 1 Col: 19 - 2001829468 250
Row: 9 Run: 1 Col: 20 - 2001829465 250
Row: 9 Run: 1 Col: 21 - 2001829461 250
Row: 9 Run: 1 Col: 22 - 2001829719 250
Row: 9 Run: 1 Col: 23 - 2001829713 250
Row: 9 Run: 1 Col: 24 - 2001829709 250
Row: 9 Run: 1 Col: 25 - 2001828844 250
Row: 9 Run: 1 Col: 26 - 2001828530 250
Row: 9 Run: 1 Col: 27 - 2001828884 250
Row: 9 Run: 1 Col: 28 - 2001828693 250
Row: 9 Run: 1 Col: 29 - 2001828743 250
Row: 9 Run: 1 Col: 3 - 2001829623 250
Row: 9 Run: 1 Col: 30 - 2001828745 250
Row: 9 Run: 1 Col: 31 - 2001829135 250
Row: 9 Run: 1 Col: 32 - 2001829137 250
Row: 9 Run: 1 Col: 33 - 2001828695 250

Row: 9 Run: 1 Col: 34 - 2001828535 250
Row: 9 Run: 1 Col: 35 - 2001828703 250
Row: 9 Run: 1 Col: 36 - 2001828707 250
Row: 9 Run: 1 Col: 37 - 2001829705 250
Row: 9 Run: 1 Col: 38 - 2001829701 250
Row: 9 Run: 1 Col: 39 - 2001829522 250
Row: 9 Run: 1 Col: 4 - 2001829630 250
Row: 9 Run: 1 Col: 40 - 2001829694 250
Row: 9 Run: 1 Col: 41 - 2001829139 250
Row: 9 Run: 1 Col: 42 - 2001829158 250
Row: 9 Run: 1 Col: 43 - 2001829126 250
Row: 9 Run: 1 Col: 44 - 2001829160 250
Row: 9 Run: 1 Col: 45 - 2001829124 250
Row: 9 Run: 1 Col: 46 - 2001829161 250
Row: 9 Run: 1 Col: 47 - 2001829118 250
Row: 9 Run: 1 Col: 48 - 2001829202 250
Row: 9 Run: 1 Col: 49 - 2001828720 250
Row: 9 Run: 1 Col: 5 - 2001829629 250
Row: 9 Run: 1 Col: 50 - 2001828717 250
Row: 9 Run: 1 Col: 51 - 2001828687 250
Row: 9 Run: 1 Col: 52 - 2001828683 250
Row: 9 Run: 1 Col: 53 - 2001827191 250
Row: 9 Run: 1 Col: 54 - 2001827225 250
Row: 9 Run: 1 Col: 55 - 2001827200 250
Row: 9 Run: 1 Col: 56 - 2001827969 250
Row: 9 Run: 1 Col: 57 - 2001827308 250
Row: 9 Run: 1 Col: 58 - 2001828045 250
Row: 9 Run: 1 Col: 59 - 2001826953 250
Row: 9 Run: 1 Col: 6 - 2001829524 250
Row: 9 Run: 1 Col: 60 - 2001827286 250
Row: 9 Run: 1 Col: 61 - 2001827232 250
Row: 9 Run: 1 Col: 62 - 2001827231 250
Row: 9 Run: 1 Col: 63 - 2001827303 250
Row: 9 Run: 1 Col: 7 - 2001829308 250
Row: 9 Run: 1 Col: 8 - 2001829512 250
Row: 9 Run: 1 Col: 9 - 2001828949 250
Row: 9 Run: 2 Col: 10 - 2001828950 250
Row: 9 Run: 2 Col: 11 - 2001828954 250
Row: 9 Run: 2 Col: 12 - 2001828959 250
Row: 9 Run: 2 Col: 13 - 2001829026 250
Row: 9 Run: 2 Col: 14 - 2001828922 250
Row: 9 Run: 2 Col: 15 - 2001829028 250
Row: 9 Run: 2 Col: 16 - 2001827415 250

Row: 9 Run: 2 Col: 17 - 2001828935 250
Row: 9 Run: 2 Col: 18 - 2001828973 250
Row: 9 Run: 2 Col: 19 - 2001829469 250
Row: 9 Run: 2 Col: 20 - 2001829467 250
Row: 9 Run: 2 Col: 21 - 2001829723 250
Row: 9 Run: 2 Col: 22 - 2001829718 250
Row: 9 Run: 2 Col: 23 - 2001829714 250
Row: 9 Run: 2 Col: 24 - 2001829708 250
Row: 9 Run: 2 Col: 25 - 2001828514 250
Row: 9 Run: 2 Col: 26 - 2001828882 250
Row: 9 Run: 2 Col: 27 - 2001828874 250
Row: 9 Run: 2 Col: 28 - 2001828692 250
Row: 9 Run: 2 Col: 29 - 2001828705 250
Row: 9 Run: 2 Col: 3 - 2001829622 250
Row: 9 Run: 2 Col: 30 - 2001828749 250
Row: 9 Run: 2 Col: 31 - 2001829134 250
Row: 9 Run: 2 Col: 32 - 2001829138 250
Row: 9 Run: 2 Col: 33 - 2001828696 250
Row: 9 Run: 2 Col: 34 - 2001828699 250
Row: 9 Run: 2 Col: 35 - 2001828704 250
Row: 9 Run: 2 Col: 36 - 2001828708 250
Row: 9 Run: 2 Col: 37 - 2001829704 250
Row: 9 Run: 2 Col: 38 - 2001829700 250
Row: 9 Run: 2 Col: 39 - 2001829697 250
Row: 9 Run: 2 Col: 4 - 2001829527 250
Row: 9 Run: 2 Col: 40 - 2001829706 250
Row: 9 Run: 2 Col: 41 - 2001829145 250
Row: 9 Run: 2 Col: 42 - 2001829149 250
Row: 9 Run: 2 Col: 43 - 2001829112 250
Row: 9 Run: 2 Col: 44 - 2001829114 250
Row: 9 Run: 2 Col: 45 - 2001829116 250
Row: 9 Run: 2 Col: 46 - 2001829204 250
Row: 9 Run: 2 Col: 47 - 2001829207 250
Row: 9 Run: 2 Col: 48 - 2001828803 250
Row: 9 Run: 2 Col: 49 - 2001828719 250
Row: 9 Run: 2 Col: 5 - 2001829644 250
Row: 9 Run: 2 Col: 50 - 2001828729 250
Row: 9 Run: 2 Col: 51 - 2001828686 250
Row: 9 Run: 2 Col: 52 - 2001828682 250
Row: 9 Run: 2 Col: 53 - 2001827201 250
Row: 9 Run: 2 Col: 54 - 2001827226 250
Row: 9 Run: 2 Col: 55 - 2001827197 250
Row: 9 Run: 2 Col: 56 - 2001828448 250

Row: 9 Run: 2 Col: 57 - 2001827294 250
Row: 9 Run: 2 Col: 58 - 2001828140 250
Row: 9 Run: 2 Col: 59 - 2001827905 250
Row: 9 Run: 2 Col: 6 - 2001829626 250
Row: 9 Run: 2 Col: 60 - 2001827284 250
Row: 9 Run: 2 Col: 61 - 2001827184 250
Row: 9 Run: 2 Col: 62 - 2001827228 250
Row: 9 Run: 2 Col: 63 - 2001827302 250
Row: 9 Run: 2 Col: 7 - 2001829516 250
Row: 9 Run: 2 Col: 8 - 2001829530 250
Row: 9 Run: 2 Col: 9 - 2001828947 250
Row: 9 Run: 3 Col: 10 - 2001828660 250
Row: 9 Run: 3 Col: 11 - 2001828956 250
Row: 9 Run: 3 Col: 12 - 2001828960 250
Row: 9 Run: 3 Col: 13 - 2001829030 250
Row: 9 Run: 3 Col: 14 - 2001828958 250
Row: 9 Run: 3 Col: 15 - 2001828930 250
Row: 9 Run: 3 Col: 16 - 2001828666 250
Row: 9 Run: 3 Col: 17 - 2001828936 250
Row: 9 Run: 3 Col: 18 - 2001828937 250
Row: 9 Run: 3 Col: 19 - 2001829471 250
Row: 9 Run: 3 Col: 2 - 2001829612 250
Row: 9 Run: 3 Col: 20 - 2001829463 250
Row: 9 Run: 3 Col: 21 - 2001829722 250
Row: 9 Run: 3 Col: 22 - 2001829720 250
Row: 9 Run: 3 Col: 23 - 2001829711 250
Row: 9 Run: 3 Col: 24 - 2001829707 250
Row: 9 Run: 3 Col: 25 - 2001828845 250
Row: 9 Run: 3 Col: 26 - 2001828870 250
Row: 9 Run: 3 Col: 27 - 2001828690 250
Row: 9 Run: 3 Col: 28 - 2001828875 250
Row: 9 Run: 3 Col: 29 - 2001828744 250
Row: 9 Run: 3 Col: 3 - 2001829621 250
Row: 9 Run: 3 Col: 30 - 2001828748 250
Row: 9 Run: 3 Col: 31 - 2001829133 250
Row: 9 Run: 3 Col: 32 - 2001829131 250
Row: 9 Run: 3 Col: 33 - 2001828698 250
Row: 9 Run: 3 Col: 34 - 2001828701 250
Row: 9 Run: 3 Col: 35 - 2001828691 250
Row: 9 Run: 3 Col: 36 - 2001828709 250
Row: 9 Run: 3 Col: 37 - 2001829702 250
Row: 9 Run: 3 Col: 38 - 2001829699 250
Row: 9 Run: 3 Col: 39 - 2001829696 250

Row: 9 Run: 3 Col: 4 - 2001829526 250
Row: 9 Run: 3 Col: 40 - 2001829692 250
Row: 9 Run: 3 Col: 41 - 2001829129 250
Row: 9 Run: 3 Col: 42 - 2001829127 250
Row: 9 Run: 3 Col: 43 - 2001829113 250
Row: 9 Run: 3 Col: 44 - 2001829115 250
Row: 9 Run: 3 Col: 45 - 2001828714 250
Row: 9 Run: 3 Col: 46 - 2001829209 250
Row: 9 Run: 3 Col: 47 - 2001828711 250
Row: 9 Run: 3 Col: 48 - 2001828920 250
Row: 9 Run: 3 Col: 49 - 2001828721 250
Row: 9 Run: 3 Col: 5 - 2001829528 250
Row: 9 Run: 3 Col: 50 - 2001828716 250
Row: 9 Run: 3 Col: 51 - 2001828681 250
Row: 9 Run: 3 Col: 52 - 2001828684 250
Row: 9 Run: 3 Col: 53 - 2001827192 250
Row: 9 Run: 3 Col: 54 - 2001827227 250
Row: 9 Run: 3 Col: 55 - 2001827196 250
Row: 9 Run: 3 Col: 56 - 2001827971 250
Row: 9 Run: 3 Col: 57 - 2001827309 250
Row: 9 Run: 3 Col: 58 - 2001828469 250
Row: 9 Run: 3 Col: 59 - 2001828079 250
Row: 9 Run: 3 Col: 6 - 2001829631 250
Row: 9 Run: 3 Col: 60 - 2001827233 250
Row: 9 Run: 3 Col: 61 - 2001827230 250
Row: 9 Run: 3 Col: 62 - 2001827304 250
Row: 9 Run: 3 Col: 63 - 2001827301 250
Row: 9 Run: 3 Col: 7 - 2001829514 250
Row: 9 Run: 3 Col: 8 - 2001829511 250
Row: 9 Run: 3 Col: 9 - 2001828586 250
Row: 9 Run: 4 Col: 10 - 2001828619 250
Row: 9 Run: 4 Col: 11 - 2001828951 250
Row: 9 Run: 4 Col: 12 - 2001828957 250
Row: 9 Run: 4 Col: 13 - 2001828952 250
Row: 9 Run: 4 Col: 14 - 2001829025 250
Row: 9 Run: 4 Col: 15 - 2001828923 250
Row: 9 Run: 4 Col: 16 - 2001828932 250
Row: 9 Run: 4 Col: 17 - 2001828933 250
Row: 9 Run: 4 Col: 18 - 2001828940 250
Row: 9 Run: 4 Col: 19 - 2001829515 250
Row: 9 Run: 4 Col: 2 - 2001829662 250
Row: 9 Run: 4 Col: 20 - 2001829470 250
Row: 9 Run: 4 Col: 21 - 2001829472 250

Row: 9 Run: 4 Col: 22 - 2001829462 250
Row: 9 Run: 4 Col: 23 - 2001829721 250
Row: 9 Run: 4 Col: 24 - 2001829710 250
Row: 9 Run: 4 Col: 25 - 2001828843 250
Row: 9 Run: 4 Col: 26 - 2001828846 250
Row: 9 Run: 4 Col: 27 - 2001828867 250
Row: 9 Run: 4 Col: 28 - 2001828834 250
Row: 9 Run: 4 Col: 29 - 2001828868 250
Row: 9 Run: 4 Col: 3 - 2001829611 250
Row: 9 Run: 4 Col: 30 - 2001828824 250
Row: 9 Run: 4 Col: 31 - 2001829136 250
Row: 9 Run: 4 Col: 32 - 2001829132 250
Row: 9 Run: 4 Col: 33 - 2001828694 250
Row: 9 Run: 4 Col: 34 - 2001828869 250
Row: 9 Run: 4 Col: 35 - 2001828702 250
Row: 9 Run: 4 Col: 36 - 2001828706 250
Row: 9 Run: 4 Col: 37 - 2001829712 250
Row: 9 Run: 4 Col: 38 - 2001829703 250
Row: 9 Run: 4 Col: 39 - 2001829698 250
Row: 9 Run: 4 Col: 4 - 2001829529 250
Row: 9 Run: 4 Col: 40 - 2001829693 250
Row: 9 Run: 4 Col: 41 - 2001829130 250
Row: 9 Run: 4 Col: 42 - 2001829128 250
Row: 9 Run: 4 Col: 43 - 2001829111 250
Row: 9 Run: 4 Col: 44 - 2001828763 250
Row: 9 Run: 4 Col: 45 - 2001829123 250
Row: 9 Run: 4 Col: 46 - 2001829189 250
Row: 9 Run: 4 Col: 47 - 2001829208 250
Row: 9 Run: 4 Col: 48 - 2001829201 250
Row: 9 Run: 4 Col: 49 - 2001828727 250
Row: 9 Run: 4 Col: 5 - 2001829624 250
Row: 9 Run: 4 Col: 50 - 2001828718 250
Row: 9 Run: 4 Col: 51 - 2001828722 250
Row: 9 Run: 4 Col: 52 - 2001828685 250
Row: 9 Run: 4 Col: 53 - 2001827190 250
Row: 9 Run: 4 Col: 54 - 2001827202 250
Row: 9 Run: 4 Col: 55 - 2001827263 250
Row: 9 Run: 4 Col: 56 - 2001827970 250
Row: 9 Run: 4 Col: 57 - 2001827310 250
Row: 9 Run: 4 Col: 58 - 2001828117 250
Row: 9 Run: 4 Col: 59 - 2001828080 250
Row: 9 Run: 4 Col: 6 - 2001829525 250
Row: 9 Run: 4 Col: 60 - 2001827285 250

Row: 9 Run: 4 Col: 61 - 2001827287 250
Row: 9 Run: 4 Col: 62 - 2001827229 250
Row: 9 Run: 4 Col: 63 - 2001827288 250
Row: 9 Run: 4 Col: 7 - 2001829647 250
Row: 9 Run: 4 Col: 8 - 2001829513 250
Row: 9 Run: 4 Col: 9 - 2001828948 250

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
Row: 5 Run: 1 Col: 36 - SF22016P1112AF0242 235
Row: 5 Run: 1 Col: 37 - SF22016P1112AF0049 235
Row: 5 Run: 1 Col: 38 - SF22016P1112AF0222 235
Row: 5 Run: 1 Col: 39 - SF22027P1111CI0142 235
Row: 5 Run: 1 Col: 40 - SF22015P1112Z0844 235
Row: 5 Run: 1 Col: 41 - SF22015P1112Z0960 235
Row: 5 Run: 1 Col: 42 - SF22016P1112AF0150 235
Row: 5 Run: 1 Col: 43 - SF22016P1112AF0214 235
Row: 5 Run: 1 Col: 44 - SF22015P1112Z0513 235
Row: 5 Run: 1 Col: 45 - SF22015P1112Z0659 235
Row: 5 Run: 1 Col: 46 - SF22015P1112Z0756 235
Row: 5 Run: 1 Col: 47 - SF22015P1112Z0754 235
Row: 5 Run: 1 Col: 48 - SF22021P1112TY0057 235
Row: 5 Run: 1 Col: 49 - SF22021P1112TY0001 235
Row: 5 Run: 1 Col: 50 - SF22021P1112TY0061 235
Row: 5 Run: 1 Col: 51 - SF22021P1112TY0047 235
Row: 5 Run: 1 Col: 52 - SF22021P1112TY0070 235
Row: 5 Run: 1 Col: 53 - SF22021P1112TY0055 235
Row: 5 Run: 1 Col: 54 - SF22021P1112TY0091 235
Row: 5 Run: 1 Col: 55 - SF22021P1112TY0026 235
Row: 5 Run: 2 Col: 23 - SF22016P1112AA0089 235
Row: 5 Run: 2 Col: 24 - SF22020P1111CG0388 235
Row: 5 Run: 2 Col: 25 - SF22020P1111CG0754 235

Row: 5 Run: 2 Col: 26 - SF22020P1111CG0509 235
Row: 5 Run: 2 Col: 27 - SF22016P1112AA0174 235
Row: 5 Run: 2 Col: 28 - SF22016P1112AA0260 235
Row: 5 Run: 2 Col: 29 - SF22016P1112AA0022 235
Row: 5 Run: 2 Col: 30 - SF22016P1112AA0279 235
Row: 5 Run: 2 Col: 31 - SF22027P1111CI0089 235
Row: 5 Run: 2 Col: 32 - SF22027P1111CI0024 235
Row: 5 Run: 2 Col: 33 - SF22027P1111CI0333 235
Row: 5 Run: 2 Col: 34 - SF22027P1111CI0311 235
Row: 5 Run: 2 Col: 35 - SF22027P1111CI0380 235
Row: 5 Run: 2 Col: 36 - SF22016P1112AF0211 235
Row: 5 Run: 2 Col: 37 - SF22016P1112AF0231 235
Row: 5 Run: 2 Col: 38 - SF22016P1112AF0237 235
Row: 5 Run: 2 Col: 39 - SF22027P1111CI0050 235
Row: 5 Run: 2 Col: 40 - SF22015P1112Z0811 235
Row: 5 Run: 2 Col: 41 - SF22015P1112Z0531 235
Row: 5 Run: 2 Col: 42 - SF22016P1112AF0191 235
Row: 5 Run: 2 Col: 43 - SF22016P1112AF0138 235
Row: 5 Run: 2 Col: 44 - SF22021P1112TY0014 235
Row: 5 Run: 2 Col: 45 - SF22015P1112Z0614 235
Row: 5 Run: 2 Col: 46 - SF22015P1112Z0870 235
Row: 5 Run: 2 Col: 47 - SF22015P1112Z0553 235
Row: 5 Run: 2 Col: 48 - SF22021P1112TY0065 235
Row: 5 Run: 2 Col: 49 - SF22021P1112TY0071 235
Row: 5 Run: 2 Col: 50 - SF22021P1112TY0002 235
Row: 5 Run: 2 Col: 51 - SF22021P1112TY0003 235
Row: 5 Run: 2 Col: 52 - SF22021P1112TY0020 235
Row: 5 Run: 2 Col: 53 - SF22021P1112TY0024 235
Row: 5 Run: 2 Col: 54 - SF22021P1112TY0077 235
Row: 5 Run: 2 Col: 55 - SF22021P1112TY0046 235
Row: 5 Run: 3 Col: 23 - SF22016P1112AA0487 235
Row: 5 Run: 3 Col: 24 - SF22020P1111CG0844 235
Row: 5 Run: 3 Col: 25 - SF22020P1111CG0641 235
Row: 5 Run: 3 Col: 26 - SF22020P1111CG0582 235
Row: 5 Run: 3 Col: 27 - SF22016P1112AA0204 235
Row: 5 Run: 3 Col: 28 - SF22016P1112AA0413 235
Row: 5 Run: 3 Col: 29 - SF22016P1112AA0364 235
Row: 5 Run: 3 Col: 30 - SF22016P1112AA0150 235
Row: 5 Run: 3 Col: 31 - SF22027P1111CI0092 235
Row: 5 Run: 3 Col: 32 - SF22027P1111CI0151 235
Row: 5 Run: 3 Col: 33 - SF22027P1111CI0309 235
Row: 5 Run: 3 Col: 34 - SF22016P1112AA0350 235
Row: 5 Run: 3 Col: 35 - SF22027P1111CI0377 235

Row: 5 Run: 3 Col: 36 - SF22016P1112AF0137 235
Row: 5 Run: 3 Col: 37 - SF22016P1112AF0274 235
Row: 5 Run: 3 Col: 38 - SF22016P1112AF0103 235
Row: 5 Run: 3 Col: 39 - SF22016P1112AF0213 235
Row: 5 Run: 3 Col: 40 - SF22015P1112Z0541 235
Row: 5 Run: 3 Col: 41 - SF22015P1112Z0910 235
Row: 5 Run: 3 Col: 42 - SF22016P1112AF0239 235
Row: 5 Run: 3 Col: 43 - SF22016P1112AF0241 235
Row: 5 Run: 3 Col: 44 - SF22021P1112TY0072 235
Row: 5 Run: 3 Col: 45 - SF22015P1112Z0888 235
Row: 5 Run: 3 Col: 46 - SF22015P1112Z0945 235
Row: 5 Run: 3 Col: 47 - SF22015P1112Z0800 235
Row: 5 Run: 3 Col: 48 - SF22021P1112TY0019 235
Row: 5 Run: 3 Col: 49 - SF22021P1112TY0010 235
Row: 5 Run: 3 Col: 50 - SF22021P1112TY0048 235
Row: 5 Run: 3 Col: 51 - SF22021P1112TY0032 235
Row: 5 Run: 3 Col: 52 - SF22021P1112TY0085 235
Row: 5 Run: 3 Col: 53 - SF22021P1112TY0087 235
Row: 5 Run: 3 Col: 54 - SF22021P1112TY0094 235
Row: 5 Run: 3 Col: 55 - SF22021P1112TY0018 235
Row: 5 Run: 4 Col: 23 - SF22016P1112AA0306 235
Row: 5 Run: 4 Col: 24 - SF22020P1111CG0511 235
Row: 5 Run: 4 Col: 25 - SF22020P1111CG0688 235
Row: 5 Run: 4 Col: 26 - SF22020P1111CG0940 235
Row: 5 Run: 4 Col: 27 - SF22016P1112AA0172 235
Row: 5 Run: 4 Col: 28 - SF22016P1112AA0368 235
Row: 5 Run: 4 Col: 29 - SF22016P1112AA0489 235
Row: 5 Run: 4 Col: 30 - SF22016P1112AA0440 235
Row: 5 Run: 4 Col: 31 - SF22027P1111CI0303 235
Row: 5 Run: 4 Col: 32 - SF22027P1111CI0369 235
Row: 5 Run: 4 Col: 33 - SF22027P1111CI0149 235
Row: 5 Run: 4 Col: 34 - SF22016P1112AA0137 235
Row: 5 Run: 4 Col: 35 - SF22027P1111CI0171 235
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 / 900	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**	

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

2030 TOTALS:	**19,923.90**	**236.36**	**19,687.54**
TOTALS:	**717,260.40**	**207,260.40**	**510,000.00**

NOTICE: This is an estimated loan amortization schedule. Actual amounts may vary if payments are made on different dates or in different amounts.

LaserPro, Ver. 14.5.10.004 Copr. D+H USA Corporation 1997, 2015. All Rights Reserved. - CO M:\CFI\LPL\AMORT.FC TR-49474 PR-41

AMORTIZATION SCHEDULE

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
$510,000.00	05-01-2015	05-01-2030		04A / 900	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

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	2,080.68	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	106,513.10
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	65,036.74
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	3,567.06	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

2030 TOTALS:	**18,576.71**	**163.25**	**18,413.46**
TOTALS:	**678,449.93**	**168,449.93**	**510,000.00**

NOTICE: This is an estimated loan amortization schedule. Actual amounts may vary if payments are made on different dates or in different amounts.

LaserPro, Ver. 14.5.10.004 Copr. D+H USA Corporation 1997, 2015. All Rights Reserved. - CO M:\CFI\LPL\AMORT.FC TR-49474 PR-41

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.

© Clean Energy Collective, LLC All Rights Reserved.

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.

© Clean Energy Collective, LLC All Rights Reserved. colov080112 10/24/2014

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.

© Clean Energy Collective, LLC All Rights Reserved.

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

© Clean Energy Collective, LLC All Rights Reserved.

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. <u>Default and Right to Cure</u>.

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

© Clean Energy Collective, LLC All Rights Reserved. colov080112 10/24/2014

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

© Clean Energy Collective, LLC All Rights Reserved.

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.

© Clean Energy Collective, LLC All Rights Reserved.

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.

© Clean Energy Collective, LLC All Rights Reserved.

(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***]

© Clean Energy Collective, LLC All Rights Reserved. colov080112 10/24/2014

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:

© Clean Energy Collective, LLC All Rights Reserved.

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.

© Clean Energy Collective, LLC All Rights Reserved.

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
Row: 5 Run: 1 Col: 36 - SF22016P1112AF0242 235
Row: 5 Run: 1 Col: 37 - SF22016P1112AF0049 235
Row: 5 Run: 1 Col: 38 - SF22016P1112AF0222 235
Row: 5 Run: 1 Col: 39 - SF22027P1111CI0142 235
Row: 5 Run: 1 Col: 40 - SF22015P1112Z0844 235
Row: 5 Run: 1 Col: 41 - SF22015P1112Z0960 235
Row: 5 Run: 1 Col: 42 - SF22016P1112AF0150 235
Row: 5 Run: 1 Col: 43 - SF22016P1112AF0214 235
Row: 5 Run: 1 Col: 44 - SF22015P1112Z0513 235
Row: 5 Run: 1 Col: 45 - SF22015P1112Z0659 235

© Clean Energy Collective, LLC All Rights Reserved.

Row: 5 Run: 1 Col: 46 - SF22015P1112Z0756 235
Row: 5 Run: 1 Col: 47 - SF22015P1112Z0754 235
Row: 5 Run: 1 Col: 48 - SF22021P1112TY0057 235
Row: 5 Run: 1 Col: 49 - SF22021P1112TY0001 235
Row: 5 Run: 1 Col: 50 - SF22021P1112TY0061 235
Row: 5 Run: 1 Col: 51 - SF22021P1112TY0047 235
Row: 5 Run: 1 Col: 52 - SF22021P1112TY0070 235
Row: 5 Run: 1 Col: 53 - SF22021P1112TY0055 235
Row: 5 Run: 1 Col: 54 - SF22021P1112TY0091 235
Row: 5 Run: 1 Col: 55 - SF22021P1112TY0026 235
Row: 5 Run: 2 Col: 23 - SF22016P1112AA0089 235
Row: 5 Run: 2 Col: 24 - SF22020P1111CG0388 235
Row: 5 Run: 2 Col: 25 - SF22020P1111CG0754 235
Row: 5 Run: 2 Col: 26 - SF22020P1111CG0509 235
Row: 5 Run: 2 Col: 27 - SF22016P1112AA0174 235
Row: 5 Run: 2 Col: 28 - SF22016P1112AA0260 235
Row: 5 Run: 2 Col: 29 - SF22016P1112AA0022 235
Row: 5 Run: 2 Col: 30 - SF22016P1112AA0279 235
Row: 5 Run: 2 Col: 31 - SF22027P1111CI0089 235
Row: 5 Run: 2 Col: 32 - SF22027P1111CI0024 235
Row: 5 Run: 2 Col: 33 - SF22027P1111CI0333 235
Row: 5 Run: 2 Col: 34 - SF22027P1111CI0311 235
Row: 5 Run: 2 Col: 35 - SF22027P1111CI0380 235
Row: 5 Run: 2 Col: 36 - SF22016P1112AF0211 235
Row: 5 Run: 2 Col: 37 - SF22016P1112AF0231 235
Row: 5 Run: 2 Col: 38 - SF22016P1112AF0237 235
Row: 5 Run: 2 Col: 39 - SF22027P1111CI0050 235
Row: 5 Run: 2 Col: 40 - SF22015P1112Z0811 235
Row: 5 Run: 2 Col: 41 - SF22015P1112Z0531 235
Row: 5 Run: 2 Col: 42 - SF22016P1112AF0191 235
Row: 5 Run: 2 Col: 43 - SF22016P1112AF0138 235
Row: 5 Run: 2 Col: 44 - SF22021P1112TY0014 235
Row: 5 Run: 2 Col: 45 - SF22015P1112Z0614 235
Row: 5 Run: 2 Col: 46 - SF22015P1112Z0870 235
Row: 5 Run: 2 Col: 47 - SF22015P1112Z0553 235
Row: 5 Run: 2 Col: 48 - SF22021P1112TY0065 235
Row: 5 Run: 2 Col: 49 - SF22021P1112TY0071 235
Row: 5 Run: 2 Col: 50 - SF22021P1112TY0002 235
Row: 5 Run: 2 Col: 51 - SF22021P1112TY0003 235
Row: 5 Run: 2 Col: 52 - SF22021P1112TY0020 235
Row: 5 Run: 2 Col: 53 - SF22021P1112TY0024 235
Row: 5 Run: 2 Col: 54 - SF22021P1112TY0077 235

© Clean Energy Collective, LLC All Rights Reserved.

Row: 5 Run: 2 Col: 55 - SF22021P1112TY0046 235
Row: 5 Run: 3 Col: 23 - SF22016P1112AA0487 235
Row: 5 Run: 3 Col: 24 - SF22020P1111CG0844 235
Row: 5 Run: 3 Col: 25 - SF22020P1111CG0641 235
Row: 5 Run: 3 Col: 26 - SF22020P1111CG0582 235
Row: 5 Run: 3 Col: 27 - SF22016P1112AA0204 235
Row: 5 Run: 3 Col: 28 - SF22016P1112AA0413 235
Row: 5 Run: 3 Col: 29 - SF22016P1112AA0364 235
Row: 5 Run: 3 Col: 30 - SF22016P1112AA0150 235
Row: 5 Run: 3 Col: 31 - SF22027P1111CI0092 235
Row: 5 Run: 3 Col: 32 - SF22027P1111CI0151 235
Row: 5 Run: 3 Col: 33 - SF22027P1111CI0309 235
Row: 5 Run: 3 Col: 34 - SF22016P1112AA0350 235
Row: 5 Run: 3 Col: 35 - SF22027P1111CI0377 235
Row: 5 Run: 3 Col: 36 - SF22016P1112AF0137 235
Row: 5 Run: 3 Col: 37 - SF22016P1112AF0274 235
Row: 5 Run: 3 Col: 38 - SF22016P1112AF0103 235
Row: 5 Run: 3 Col: 39 - SF22016P1112AF0213 235
Row: 5 Run: 3 Col: 40 - SF22015P1112Z0541 235
Row: 5 Run: 3 Col: 41 - SF22015P1112Z0910 235
Row: 5 Run: 3 Col: 42 - SF22016P1112AF0239 235
Row: 5 Run: 3 Col: 43 - SF22016P1112AF0241 235
Row: 5 Run: 3 Col: 44 - SF22021P1112TY0072 235
Row: 5 Run: 3 Col: 45 - SF22015P1112Z0888 235
Row: 5 Run: 3 Col: 46 - SF22015P1112Z0945 235
Row: 5 Run: 3 Col: 47 - SF22015P1112Z0800 235
Row: 5 Run: 3 Col: 48 - SF22021P1112TY0019 235
Row: 5 Run: 3 Col: 49 - SF22021P1112TY0010 235
Row: 5 Run: 3 Col: 50 - SF22021P1112TY0048 235
Row: 5 Run: 3 Col: 51 - SF22021P1112TY0032 235
Row: 5 Run: 3 Col: 52 - SF22021P1112TY0085 235
Row: 5 Run: 3 Col: 53 - SF22021P1112TY0087 235
Row: 5 Run: 3 Col: 54 - SF22021P1112TY0094 235
Row: 5 Run: 3 Col: 55 - SF22021P1112TY0018 235
Row: 5 Run: 4 Col: 23 - SF22016P1112AA0306 235
Row: 5 Run: 4 Col: 24 - SF22020P1111CG0511 235
Row: 5 Run: 4 Col: 25 - SF22020P1111CG0688 235
Row: 5 Run: 4 Col: 26 - SF22020P1111CG0940 235
Row: 5 Run: 4 Col: 27 - SF22016P1112AA0172 235
Row: 5 Run: 4 Col: 28 - SF22016P1112AA0368 235
Row: 5 Run: 4 Col: 29 - SF22016P1112AA0489 235
Row: 5 Run: 4 Col: 30 - SF22016P1112AA0440 235

© Clean Energy Collective, LLC All Rights Reserved.

Row: 5 Run: 4 Col: 31 - SF22027P1111CI0303 235
Row: 5 Run: 4 Col: 32 - SF22027P1111CI0369 235
Row: 5 Run: 4 Col: 33 - SF22027P1111CI0149 235
Row: 5 Run: 4 Col: 34 - SF22016P1112AA0137 235
Row: 5 Run: 4 Col: 35 - SF22027P1111CI0171 235
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

© Clean Energy Collective, LLC All Rights Reserved.

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.

© Clean Energy Collective, LLC All Rights Reserved.

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.

© Clean Energy Collective, LLC All Rights Reserved.

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.

© Clean Energy Collective, LLC All Rights Reserved.

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

© Clean Energy Collective, LLC All Rights Reserved.

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. <u>Default and Right to Cure</u>.

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

© Clean Energy Collective, LLC All Rights Reserved. colov080112 10/24/2014

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

© Clean Energy Collective, LLC All Rights Reserved.

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.

© Clean Energy Collective, LLC All Rights Reserved.

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.

© Clean Energy Collective, LLC All Rights Reserved.

(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***]

© Clean Energy Collective, LLC All Rights Reserved. colov080112 10/24/2014

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:

© Clean Energy Collective, LLC All Rights Reserved.

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.

© Clean Energy Collective, LLC All Rights Reserved.

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
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

© Clean Energy Collective, LLC All Rights Reserved.

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
Row: 1 Run: 4 Col: 57 - 2001827691 250
Row: 1 Run: 4 Col: 58 - 2001827686 250
Row: 1 Run: 4 Col: 59 - 2001827680 250
Row: 1 Run: 4 Col: 61 - 2001829438 250
Row: 1 Run: 4 Col: 63 - 2001829447 250
Row: 3 Run: 4 Col: 61 - 2001828648 250
Row: 5 Run: 1 Col: 56 - SF22015P1112BC0353 235
Row: 5 Run: 1 Col: 57 - SF22015P1112AG0169 235
Row: 5 Run: 1 Col: 58 - SF22021P1112TY0028 235
Row: 5 Run: 1 Col: 59 - SF22021P1112TY0090 235
Row: 5 Run: 1 Col: 60 - SF22021P1112TY0027 235
Row: 5 Run: 1 Col: 61 - SF22015P1112AG0162 235
Row: 5 Run: 1 Col: 62 - SF22015P1112BC0027 235
Row: 5 Run: 1 Col: 63 - SF22015P1112BC0235 235
Row: 5 Run: 2 Col: 56 - SF22015P1112BC0406 235
Row: 5 Run: 2 Col: 57 - SF22016P1112AG0175 235
Row: 5 Run: 2 Col: 58 - SF22015P1112BC0316 235
Row: 5 Run: 2 Col: 59 - SF22021P1112TY0073 235
Row: 5 Run: 2 Col: 60 - SF22021P1112TY0046 235
Row: 5 Run: 2 Col: 61 - SF22015P1112AG0187 235
Row: 5 Run: 2 Col: 62 - SF22015P1112BC0124 235
Row: 5 Run: 2 Col: 63 - SF22015P1112BC0195 235

Row: 5 Run: 3 Col: 56 - SF22015P1112BC0361 235
Row: 5 Run: 3 Col: 57 - SF22015P1112BC0347 235
Row: 5 Run: 3 Col: 58 - SF22015P1112BC0304 235
Row: 5 Run: 3 Col: 59 - SF22021P1112TY0086 235
Row: 5 Run: 3 Col: 60 - SF22021P1112TY0093 235
Row: 5 Run: 3 Col: 61 - SF22015P1112AG0014 235
Row: 5 Run: 3 Col: 62 - SF22015P1112BC0444 235
Row: 5 Run: 3 Col: 63 - SF22015P1112BC0180 235
Row: 5 Run: 4 Col: 55 - SF22021P1112TY0040 235
Row: 5 Run: 4 Col: 56 - SF22015P1112BC0330 235
Row: 5 Run: 4 Col: 57 - SF22015P1112BC0322 235
Row: 5 Run: 4 Col: 58 - SF22015P1112BC0064 235
Row: 5 Run: 4 Col: 59 - SF22021P1112TY0008 235
Row: 5 Run: 4 Col: 60 - SF22021P1112TY0033 235
Row: 5 Run: 4 Col: 61 - SF22015P1112AG0248 235
Row: 5 Run: 4 Col: 62 - SF22015P1112BC0169 235
Row: 5 Run: 4 Col: 63 - SF22015P1112BC0398 235
Row: 6 Run: 1 Col: 15 - SF22016P1112AG0409 235
Row: 6 Run: 1 Col: 16 - SF22016P1112AG0151 235
Row: 6 Run: 1 Col: 17 - SF22016P1112AG0253 235
Row: 6 Run: 1 Col: 18 - SF22016P1112AG0097 235
Row: 6 Run: 1 Col: 19 - SF22023P1112TK0152 235
Row: 6 Run: 1 Col: 20 - SF22023P1112TK0192 235
Row: 6 Run: 1 Col: 21 - SF22023P1112TD0097 235
Row: 6 Run: 1 Col: 22 - SF22023P1112TD0062 235
Row: 6 Run: 1 Col: 23 - SF22023P1112TD0133 235
Row: 6 Run: 1 Col: 24 - SF22023P1112TD0137 235
Row: 6 Run: 1 Col: 25 - SF22024P1112TD0040 235
Row: 6 Run: 1 Col: 26 - SF22023P1112TK0270 235
Row: 6 Run: 1 Col: 27 - SF22023P1112TK0001 235
Row: 6 Run: 1 Col: 28 - SF22021P1112AG0141 235
Row: 6 Run: 1 Col: 29 - SF22021P1112AG0286 235
Row: 6 Run: 1 Col: 30 - SF22021P1112AG0282 235
Row: 6 Run: 1 Col: 31 - SF22021P1112AG0129 235
Row: 6 Run: 1 Col: 32 - SF22021P1112AG0008 235
Row: 6 Run: 1 Col: 33 - SF22021P1112AG0384 235
Row: 6 Run: 1 Col: 34 - SF22021P1112AG0242 235
Row: 6 Run: 1 Col: 35 - SF22021P1112AG0164 235
Row: 6 Run: 1 Col: 36 - SF22021P1112AG0271 235
Row: 6 Run: 1 Col: 37 - SF22015P1112AG0688 235
Row: 6 Run: 1 Col: 38 - SF22016P1112AG0174 235
Row: 6 Run: 1 Col: 39 - SF22016P1112AG0208 235

© Clean Energy Collective, LLC All Rights Reserved.

Row: 6 Run: 1 Col: 40 - SF22016P1112AG0233 235
Row: 6 Run: 1 Col: 41 - SF22016P1112AG0301 235
Row: 6 Run: 2 Col: 15 - SF22016P1112BC0148 235
Row: 6 Run: 2 Col: 16 - SF22016P1112AG0220 235
Row: 6 Run: 2 Col: 17 - SF22016P1112AG0260 235
Row: 6 Run: 2 Col: 18 - SF22016P1112AG0086 235
Row: 6 Run: 2 Col: 19 - SF22023P1112TK0158 235
Row: 6 Run: 2 Col: 20 - SF22023P1112TK0084 235
Row: 6 Run: 2 Col: 21 - SF22024P1112TD0143 235
Row: 6 Run: 2 Col: 22 - SF22023P1112TD0098 235
Row: 6 Run: 2 Col: 23 - SF22023P1112TD0047 235
Row: 6 Run: 2 Col: 24 - SF22023P1112TD0138 235
Row: 6 Run: 2 Col: 25 - SF22024P1112TD0073 235
Row: 6 Run: 2 Col: 26 - SF22023P1112TK0200 235
Row: 6 Run: 2 Col: 27 - SF22023P1112TK0272 235
Row: 6 Run: 2 Col: 28 - SF22021P1112AG0117 235
Row: 6 Run: 2 Col: 29 - SF22021P1112AG0076 235
Row: 6 Run: 2 Col: 30 - SF22021P1112AG0180 235
Row: 6 Run: 2 Col: 31 - SF22021P1112AG0350 235
Row: 6 Run: 2 Col: 32 - SF22021P1112AG0346 235
Row: 6 Run: 2 Col: 33 - SF22021P1112AG0102 235
Row: 6 Run: 2 Col: 34 - SF22021P1112AG0274 235
Row: 6 Run: 2 Col: 35 - SF22021P1112AG0308 235
Row: 6 Run: 2 Col: 36 - SF22021P1112AG0272 235
Row: 6 Run: 2 Col: 37 - SF22021P1112AG0322 235
Row: 6 Run: 2 Col: 38 - SF22015P1112AG0357 235
Row: 6 Run: 2 Col: 39 - SF22016P1112AG0090 235
Row: 6 Run: 2 Col: 40 - SF22016P1112AG0083 235
Row: 6 Run: 2 Col: 41 - SF22016P1112AG0154 235
Row: 6 Run: 2 Col: 42 - SF22021P1112TY0013 235
Row: 6 Run: 3 Col: 15 - SF22016P1112BC0022 235
Row: 6 Run: 3 Col: 16 - SF22016P1112BC0446 235
Row: 6 Run: 3 Col: 17 - SF22016P1112AG0265 235
Row: 6 Run: 3 Col: 18 - SF22016P1112AG0716 235
Row: 6 Run: 3 Col: 19 - SF22023P1112TK0157 235
Row: 6 Run: 3 Col: 20 - SF22023P1112TD0002 235
Row: 6 Run: 3 Col: 21 - SF22023P1112TD0042 235
Row: 6 Run: 3 Col: 22 - SF22023P1112TD0079 235
Row: 6 Run: 3 Col: 23 - SF22023P1112TD0081 235
Row: 6 Run: 3 Col: 24 - SF22023P1112TD0136 235
Row: 6 Run: 3 Col: 25 - SF22023P1112TK0169 235
Row: 6 Run: 3 Col: 26 - SF22023P1112TK0250 235

© Clean Energy Collective, LLC All Rights Reserved.

Row: 6 Run: 3 Col: 27 - SF22024P1112TD0100 235
Row: 6 Run: 3 Col: 28 - SF22021P1112AG0059 235
Row: 6 Run: 3 Col: 29 - SF22021P1112AG0323 235
Row: 6 Run: 3 Col: 30 - SF22021P1112AG0237 235
Row: 6 Run: 3 Col: 31 - SF22021P1112AG0049 235
Row: 6 Run: 3 Col: 32 - SF22021P1112AG0133 235
Row: 6 Run: 3 Col: 33 - SF22021P1112AG0016 235
Row: 6 Run: 3 Col: 34 - SF22021P1112AG0130 235
Row: 6 Run: 3 Col: 35 - SF22021P1112AG0344 235
Row: 6 Run: 3 Col: 36 - SF22021P1112AG0389 235
Row: 6 Run: 3 Col: 37 - SF22021P1112AG0325 235
Row: 6 Run: 3 Col: 38 - SF22015P1112AG0690 235
Row: 6 Run: 3 Col: 39 - SF22016P1112AG0003 235
Row: 6 Run: 3 Col: 40 - SF22016P1112AG0541 235
Row: 6 Run: 3 Col: 41 - SF22016P1112AG0249 235
Row: 6 Run: 3 Col: 42 - SF22021P1112AG0279 235
Row: 6 Run: 4 Col: 15 - SF22016P1112AG0320 235
Row: 6 Run: 4 Col: 16 - SF22016P1112AG0136 235
Row: 6 Run: 4 Col: 17 - SF22016P1112AG0065 235
Row: 6 Run: 4 Col: 18 - SF22016P1112AG0953 235
Row: 6 Run: 4 Col: 19 - SF22024P1111TBH0067 235
Row: 6 Run: 4 Col: 20 - SF22023P1112TK0193 235
Row: 6 Run: 4 Col: 21 - SF22023P1112TD0009 235
Row: 6 Run: 4 Col: 22 - SF22024P1112TD0036 235
Row: 6 Run: 4 Col: 23 - SF22023P1112TD0135 235
Row: 6 Run: 4 Col: 24 - SF22023P1112TD0139 235
Row: 6 Run: 4 Col: 25 - SF22024P1112TD0070 235
Row: 6 Run: 4 Col: 26 - SF22023P1112TK0198 235
Row: 6 Run: 4 Col: 27 - SF22023P1112TK0225 235
Row: 6 Run: 4 Col: 28 - SF22021P1112AG0239 235
Row: 6 Run: 4 Col: 29 - SF22021P1112AG0173 235
Row: 6 Run: 4 Col: 30 - SF22021P1112AG0277 235
Row: 6 Run: 4 Col: 31 - SF22021P1112AG0140 235
Row: 6 Run: 4 Col: 32 - SF22021P1112AG0168 235
Row: 6 Run: 4 Col: 33 - SF22021P1112AG0208 235
Row: 6 Run: 4 Col: 34 - SF22021P1112AG0036 235
Row: 6 Run: 4 Col: 35 - SF22021P1112AG0099 235
Row: 6 Run: 4 Col: 36 - SF22021P1112AG0035 235
Row: 6 Run: 4 Col: 37 - SF22021P1112AG0015 235
Row: 6 Run: 4 Col: 38 - SF22015P1112AG0689 235
Row: 6 Run: 4 Col: 39 - SF22016P1112BC0257 235
Row: 6 Run: 4 Col: 40 - SF22016P1112AG0542 235

© Clean Energy Collective, LLC All Rights Reserved.

Row: 6 Run: 4 Col: 41 - SF22016P1112AG0043 235
Row: 6 Run: 4 Col: 42 - SF22021P1112AG0258 235
Row: 7 Run: 1 Col: 38 - 2001828525 250
Row: 7 Run: 1 Col: 39 - 2001828450 250
Row: 7 Run: 1 Col: 40 - 2001827420 250
Row: 7 Run: 1 Col: 41 - 2001827052 250
Row: 7 Run: 1 Col: 42 - 2001826959 250
Row: 7 Run: 1 Col: 43 - 2001828519 250
Row: 7 Run: 1 Col: 44 - 2001829934 250
Row: 7 Run: 1 Col: 45 - 2001829970 250
Row: 7 Run: 2 Col: 38 - 2001828452 250
Row: 7 Run: 2 Col: 39 - 2001828509 250
Row: 7 Run: 2 Col: 40 - 2001827418 250
Row: 7 Run: 2 Col: 41 - 2001827434 250
Row: 7 Run: 2 Col: 42 - 2001827213 250
Row: 7 Run: 2 Col: 43 - 2001828513 250
Row: 7 Run: 2 Col: 44 - 2001829932 250
Row: 7 Run: 2 Col: 45 - 2001829966 250
Row: 7 Run: 3 Col: 37 - 2001827158 250
Row: 7 Run: 3 Col: 38 - 2001828522 250
Row: 7 Run: 3 Col: 39 - 2001828449 250
Row: 7 Run: 3 Col: 40 - 2001827124 250
Row: 7 Run: 3 Col: 41 - 2001827161 250
Row: 7 Run: 3 Col: 42 - 2001827427 250
Row: 7 Run: 3 Col: 43 - 2001828454 250
Row: 7 Run: 3 Col: 44 - 2001829931 250
Row: 7 Run: 4 Col: 37 - 2001827159 250
Row: 7 Run: 4 Col: 38 - 2001828447 250
Row: 7 Run: 4 Col: 39 - 2001782581 250
Row: 7 Run: 4 Col: 40 - 2001827417 250
Row: 7 Run: 4 Col: 41 - 2001826972 250
Row: 7 Run: 4 Col: 42 - 2001827154 250
Row: 7 Run: 4 Col: 43 - 2001828515 250
Row: 7 Run: 4 Col: 44 - 2001829971 250
Row: 9 Run: 1 Col: 10 - 2001828620 250
Row: 9 Run: 1 Col: 11 - 2001828581 250
Row: 9 Run: 1 Col: 12 - 2001828955 250
Row: 9 Run: 1 Col: 13 - 2001828969 250
Row: 9 Run: 1 Col: 14 - 2001828961 250
Row: 9 Run: 1 Col: 15 - 2001828925 250
Row: 9 Run: 1 Col: 16 - 2001828931 250
Row: 9 Run: 1 Col: 17 - 2001828934 250

© Clean Energy Collective, LLC All Rights Reserved.

Row: 9 Run: 1 Col: 18 - 2001828941 250
Row: 9 Run: 1 Col: 19 - 2001829468 250
Row: 9 Run: 1 Col: 20 - 2001829465 250
Row: 9 Run: 1 Col: 21 - 2001829461 250
Row: 9 Run: 1 Col: 22 - 2001829719 250
Row: 9 Run: 1 Col: 23 - 2001829713 250
Row: 9 Run: 1 Col: 24 - 2001829709 250
Row: 9 Run: 1 Col: 25 - 2001828844 250
Row: 9 Run: 1 Col: 26 - 2001828530 250
Row: 9 Run: 1 Col: 27 - 2001828884 250
Row: 9 Run: 1 Col: 28 - 2001828693 250
Row: 9 Run: 1 Col: 29 - 2001828743 250
Row: 9 Run: 1 Col: 3 - 2001829623 250
Row: 9 Run: 1 Col: 30 - 2001828745 250
Row: 9 Run: 1 Col: 31 - 2001829135 250
Row: 9 Run: 1 Col: 32 - 2001829137 250
Row: 9 Run: 1 Col: 33 - 2001828695 250
Row: 9 Run: 1 Col: 34 - 2001828535 250
Row: 9 Run: 1 Col: 35 - 2001828703 250
Row: 9 Run: 1 Col: 36 - 2001828707 250
Row: 9 Run: 1 Col: 37 - 2001829705 250
Row: 9 Run: 1 Col: 38 - 2001829701 250
Row: 9 Run: 1 Col: 39 - 2001829522 250
Row: 9 Run: 1 Col: 4 - 2001829630 250
Row: 9 Run: 1 Col: 40 - 2001829694 250
Row: 9 Run: 1 Col: 41 - 2001829139 250
Row: 9 Run: 1 Col: 42 - 2001829158 250
Row: 9 Run: 1 Col: 43 - 2001829126 250
Row: 9 Run: 1 Col: 44 - 2001829160 250
Row: 9 Run: 1 Col: 45 - 2001829124 250
Row: 9 Run: 1 Col: 46 - 2001829161 250
Row: 9 Run: 1 Col: 47 - 2001829118 250
Row: 9 Run: 1 Col: 48 - 2001829202 250
Row: 9 Run: 1 Col: 49 - 2001828720 250
Row: 9 Run: 1 Col: 5 - 2001829629 250
Row: 9 Run: 1 Col: 50 - 2001828717 250
Row: 9 Run: 1 Col: 51 - 2001828687 250
Row: 9 Run: 1 Col: 52 - 2001828683 250
Row: 9 Run: 1 Col: 53 - 2001827191 250
Row: 9 Run: 1 Col: 54 - 2001827225 250
Row: 9 Run: 1 Col: 55 - 2001827200 250
Row: 9 Run: 1 Col: 56 - 2001827969 250

© Clean Energy Collective, LLC All Rights Reserved.

Row: 9 Run: 1 Col: 57 - 2001827308 250
Row: 9 Run: 1 Col: 58 - 2001828045 250
Row: 9 Run: 1 Col: 59 - 2001826953 250
Row: 9 Run: 1 Col: 6 - 2001829524 250
Row: 9 Run: 1 Col: 60 - 2001827286 250
Row: 9 Run: 1 Col: 61 - 2001827232 250
Row: 9 Run: 1 Col: 62 - 2001827231 250
Row: 9 Run: 1 Col: 63 - 2001827303 250
Row: 9 Run: 1 Col: 7 - 2001829308 250
Row: 9 Run: 1 Col: 8 - 2001829512 250
Row: 9 Run: 1 Col: 9 - 2001828949 250
Row: 9 Run: 2 Col: 10 - 2001828950 250
Row: 9 Run: 2 Col: 11 - 2001828954 250
Row: 9 Run: 2 Col: 12 - 2001828959 250
Row: 9 Run: 2 Col: 13 - 2001829026 250
Row: 9 Run: 2 Col: 14 - 2001828922 250
Row: 9 Run: 2 Col: 15 - 2001829028 250
Row: 9 Run: 2 Col: 16 - 2001827415 250
Row: 9 Run: 2 Col: 17 - 2001828935 250
Row: 9 Run: 2 Col: 18 - 2001828973 250
Row: 9 Run: 2 Col: 19 - 2001829469 250
Row: 9 Run: 2 Col: 20 - 2001829467 250
Row: 9 Run: 2 Col: 21 - 2001829723 250
Row: 9 Run: 2 Col: 22 - 2001829718 250
Row: 9 Run: 2 Col: 23 - 2001829714 250
Row: 9 Run: 2 Col: 24 - 2001829708 250
Row: 9 Run: 2 Col: 25 - 2001828514 250
Row: 9 Run: 2 Col: 26 - 2001828882 250
Row: 9 Run: 2 Col: 27 - 2001828874 250
Row: 9 Run: 2 Col: 28 - 2001828692 250
Row: 9 Run: 2 Col: 29 - 2001828705 250
Row: 9 Run: 2 Col: 3 - 2001829622 250
Row: 9 Run: 2 Col: 30 - 2001828749 250
Row: 9 Run: 2 Col: 31 - 2001829134 250
Row: 9 Run: 2 Col: 32 - 2001829138 250
Row: 9 Run: 2 Col: 33 - 2001828696 250
Row: 9 Run: 2 Col: 34 - 2001828699 250
Row: 9 Run: 2 Col: 35 - 2001828704 250
Row: 9 Run: 2 Col: 36 - 2001828708 250
Row: 9 Run: 2 Col: 37 - 2001829704 250
Row: 9 Run: 2 Col: 38 - 2001829700 250
Row: 9 Run: 2 Col: 39 - 2001829697 250

© Clean Energy Collective, LLC All Rights Reserved.

Row: 9 Run: 2 Col: 4 - 2001829527 250
Row: 9 Run: 2 Col: 40 - 2001829706 250
Row: 9 Run: 2 Col: 41 - 2001829145 250
Row: 9 Run: 2 Col: 42 - 2001829149 250
Row: 9 Run: 2 Col: 43 - 2001829112 250
Row: 9 Run: 2 Col: 44 - 2001829114 250
Row: 9 Run: 2 Col: 45 - 2001829116 250
Row: 9 Run: 2 Col: 46 - 2001829204 250
Row: 9 Run: 2 Col: 47 - 2001829207 250
Row: 9 Run: 2 Col: 48 - 2001828803 250
Row: 9 Run: 2 Col: 49 - 2001828719 250
Row: 9 Run: 2 Col: 5 - 2001829644 250
Row: 9 Run: 2 Col: 50 - 2001828729 250
Row: 9 Run: 2 Col: 51 - 2001828686 250
Row: 9 Run: 2 Col: 52 - 2001828682 250
Row: 9 Run: 2 Col: 53 - 2001827201 250
Row: 9 Run: 2 Col: 54 - 2001827226 250
Row: 9 Run: 2 Col: 55 - 2001827197 250
Row: 9 Run: 2 Col: 56 - 2001828448 250
Row: 9 Run: 2 Col: 57 - 2001827294 250
Row: 9 Run: 2 Col: 58 - 2001828140 250
Row: 9 Run: 2 Col: 59 - 2001827905 250
Row: 9 Run: 2 Col: 6 - 2001829626 250
Row: 9 Run: 2 Col: 60 - 2001827284 250
Row: 9 Run: 2 Col: 61 - 2001827184 250
Row: 9 Run: 2 Col: 62 - 2001827228 250
Row: 9 Run: 2 Col: 63 - 2001827302 250
Row: 9 Run: 2 Col: 7 - 2001829516 250
Row: 9 Run: 2 Col: 8 - 2001829530 250
Row: 9 Run: 2 Col: 9 - 2001828947 250
Row: 9 Run: 3 Col: 10 - 2001828660 250
Row: 9 Run: 3 Col: 11 - 2001828956 250
Row: 9 Run: 3 Col: 12 - 2001828960 250
Row: 9 Run: 3 Col: 13 - 2001829030 250
Row: 9 Run: 3 Col: 14 - 2001828958 250
Row: 9 Run: 3 Col: 15 - 2001828930 250
Row: 9 Run: 3 Col: 16 - 2001828666 250
Row: 9 Run: 3 Col: 17 - 2001828936 250
Row: 9 Run: 3 Col: 18 - 2001828937 250
Row: 9 Run: 3 Col: 19 - 2001829471 250
Row: 9 Run: 3 Col: 2 - 2001829612 250
Row: 9 Run: 3 Col: 20 - 2001829463 250

© Clean Energy Collective, LLC All Rights Reserved.

Row: 9 Run: 3 Col: 21 - 2001829722 250
Row: 9 Run: 3 Col: 22 - 2001829720 250
Row: 9 Run: 3 Col: 23 - 2001829711 250
Row: 9 Run: 3 Col: 24 - 2001829707 250
Row: 9 Run: 3 Col: 25 - 2001828845 250
Row: 9 Run: 3 Col: 26 - 2001828870 250
Row: 9 Run: 3 Col: 27 - 2001828690 250
Row: 9 Run: 3 Col: 28 - 2001828875 250
Row: 9 Run: 3 Col: 29 - 2001828744 250
Row: 9 Run: 3 Col: 3 - 2001829621 250
Row: 9 Run: 3 Col: 30 - 2001828748 250
Row: 9 Run: 3 Col: 31 - 2001829133 250
Row: 9 Run: 3 Col: 32 - 2001829131 250
Row: 9 Run: 3 Col: 33 - 2001828698 250
Row: 9 Run: 3 Col: 34 - 2001828701 250
Row: 9 Run: 3 Col: 35 - 2001828691 250
Row: 9 Run: 3 Col: 36 - 2001828709 250
Row: 9 Run: 3 Col: 37 - 2001829702 250
Row: 9 Run: 3 Col: 38 - 2001829699 250
Row: 9 Run: 3 Col: 39 - 2001829696 250
Row: 9 Run: 3 Col: 4 - 2001829526 250
Row: 9 Run: 3 Col: 40 - 2001829692 250
Row: 9 Run: 3 Col: 41 - 2001829129 250
Row: 9 Run: 3 Col: 42 - 2001829127 250
Row: 9 Run: 3 Col: 43 - 2001829113 250
Row: 9 Run: 3 Col: 44 - 2001829115 250
Row: 9 Run: 3 Col: 45 - 2001828714 250
Row: 9 Run: 3 Col: 46 - 2001829209 250
Row: 9 Run: 3 Col: 47 - 2001828711 250
Row: 9 Run: 3 Col: 48 - 2001828920 250
Row: 9 Run: 3 Col: 49 - 2001828721 250
Row: 9 Run: 3 Col: 5 - 2001829528 250
Row: 9 Run: 3 Col: 50 - 2001828716 250
Row: 9 Run: 3 Col: 51 - 2001828681 250
Row: 9 Run: 3 Col: 52 - 2001828684 250
Row: 9 Run: 3 Col: 53 - 2001827192 250
Row: 9 Run: 3 Col: 54 - 2001827227 250
Row: 9 Run: 3 Col: 55 - 2001827196 250
Row: 9 Run: 3 Col: 56 - 2001827971 250
Row: 9 Run: 3 Col: 57 - 2001827309 250
Row: 9 Run: 3 Col: 58 - 2001828469 250
Row: 9 Run: 3 Col: 59 - 2001828079 250

© Clean Energy Collective, LLC All Rights Reserved.

Row: 9 Run: 3 Col: 6 - 2001829631 250
Row: 9 Run: 3 Col: 60 - 2001827233 250
Row: 9 Run: 3 Col: 61 - 2001827230 250
Row: 9 Run: 3 Col: 62 - 2001827304 250
Row: 9 Run: 3 Col: 63 - 2001827301 250
Row: 9 Run: 3 Col: 7 - 2001829514 250
Row: 9 Run: 3 Col: 8 - 2001829511 250
Row: 9 Run: 3 Col: 9 - 2001828586 250
Row: 9 Run: 4 Col: 10 - 2001828619 250
Row: 9 Run: 4 Col: 11 - 2001828951 250
Row: 9 Run: 4 Col: 12 - 2001828957 250
Row: 9 Run: 4 Col: 13 - 2001828952 250
Row: 9 Run: 4 Col: 14 - 2001829025 250
Row: 9 Run: 4 Col: 15 - 2001828923 250
Row: 9 Run: 4 Col: 16 - 2001828932 250
Row: 9 Run: 4 Col: 17 - 2001828933 250
Row: 9 Run: 4 Col: 18 - 2001828940 250
Row: 9 Run: 4 Col: 19 - 2001829515 250
Row: 9 Run: 4 Col: 2 - 2001829662 250
Row: 9 Run: 4 Col: 20 - 2001829470 250
Row: 9 Run: 4 Col: 21 - 2001829472 250
Row: 9 Run: 4 Col: 22 - 2001829462 250
Row: 9 Run: 4 Col: 23 - 2001829721 250
Row: 9 Run: 4 Col: 24 - 2001829710 250
Row: 9 Run: 4 Col: 25 - 2001828843 250
Row: 9 Run: 4 Col: 26 - 2001828846 250
Row: 9 Run: 4 Col: 27 - 2001828867 250
Row: 9 Run: 4 Col: 28 - 2001828834 250
Row: 9 Run: 4 Col: 29 - 2001828868 250
Row: 9 Run: 4 Col: 3 - 2001829611 250
Row: 9 Run: 4 Col: 30 - 2001828824 250
Row: 9 Run: 4 Col: 31 - 2001829136 250
Row: 9 Run: 4 Col: 32 - 2001829132 250
Row: 9 Run: 4 Col: 33 - 2001828694 250
Row: 9 Run: 4 Col: 34 - 2001828869 250
Row: 9 Run: 4 Col: 35 - 2001828702 250
Row: 9 Run: 4 Col: 36 - 2001828706 250
Row: 9 Run: 4 Col: 37 - 2001829712 250
Row: 9 Run: 4 Col: 38 - 2001829703 250
Row: 9 Run: 4 Col: 39 - 2001829698 250
Row: 9 Run: 4 Col: 4 - 2001829529 250
Row: 9 Run: 4 Col: 40 - 2001829693 250

© Clean Energy Collective, LLC All Rights Reserved.

Row: 9 Run: 4 Col: 41 - 2001829130 250
Row: 9 Run: 4 Col: 42 - 2001829128 250
Row: 9 Run: 4 Col: 43 - 2001829111 250
Row: 9 Run: 4 Col: 44 - 2001828763 250
Row: 9 Run: 4 Col: 45 - 2001829123 250
Row: 9 Run: 4 Col: 46 - 2001829189 250
Row: 9 Run: 4 Col: 47 - 2001829208 250
Row: 9 Run: 4 Col: 48 - 2001829201 250
Row: 9 Run: 4 Col: 49 - 2001828727 250
Row: 9 Run: 4 Col: 5 - 2001829624 250
Row: 9 Run: 4 Col: 50 - 2001828718 250
Row: 9 Run: 4 Col: 51 - 2001828722 250
Row: 9 Run: 4 Col: 52 - 2001828685 250
Row: 9 Run: 4 Col: 53 - 2001827190 250
Row: 9 Run: 4 Col: 54 - 2001827202 250
Row: 9 Run: 4 Col: 55 - 2001827263 250
Row: 9 Run: 4 Col: 56 - 2001827970 250
Row: 9 Run: 4 Col: 57 - 2001827310 250
Row: 9 Run: 4 Col: 58 - 2001828117 250
Row: 9 Run: 4 Col: 59 - 2001828080 250
Row: 9 Run: 4 Col: 6 - 2001829525 250
Row: 9 Run: 4 Col: 60 - 2001827285 250
Row: 9 Run: 4 Col: 61 - 2001827287 250
Row: 9 Run: 4 Col: 62 - 2001827229 250
Row: 9 Run: 4 Col: 63 - 2001827288 250
Row: 9 Run: 4 Col: 7 - 2001829647 250
Row: 9 Run: 4 Col: 8 - 2001829513 250
Row: 9 Run: 4 Col: 9 - 2001828948 250

© Clean Energy Collective, LLC All Rights Reserved.

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. <u>Appointment of Agent as Customer's Agent.</u>

1.1 <u>Sale of Energy and Green Attributes</u>. 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 <u>Interaction with Utility</u>. 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 <u>Release/Letter of Authorization</u>. 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, 3rd Floor
Louisville, CO 80027
Attn: Manager
Fax No.: 970-692-2592
with a copy by email to:
mark.boyer@easycleanenergy.com

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 Solar1, LLC
Facility Name:	Boulder Cowdery Meadows Solar Array
Facility Location:	1600 South 66th Street, Boulder, CO 80303
Capacity purchased by Customer:	30.550kW
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:	SF22016P1112AF0152 235 SF22016P1112AA0137 235 SF22021P1112TY0071 235 SF22021P1112TY0010 235 SF22021P1112TY0072 235 SF22016P1112AA0306 235 SF22027P1111CI0171 235 SF22027P1111CI0369 235 SF22015P1112Z0811 235 SF22020P1111CG0388 235 SF22016P1112AA0279 235 SF22027P1111CI0311 235 SF22021P1112TY0046 235 SF22027P1111CI0024 235 SF22021P1112TY0003 235 SF22021P1112TY0002 235 SF22027P1111CI0050 235 SF22015P1112Z0754 235 SF22021P1112TY0014 235 SF22016P1112AA0413 235

SF22021P1112TY0004 235
SF22021P1112TY0078 235

SF22027P1111CI0333 235
SF22016P1112AA0022 235
SF22027P1111CI0303 235
SF22021P1112TY0057 235
SF22021P1112TY0080 235
SF22021P1112TY0077 235
SF22016P1112AF0262 235
SF22016P1112AF0268 235
SF22016P1112AA0487 235
SF22015P1112Z0531 235
SF22016P1112AF0213 235
SF22021P1112TY0070 235
SF22016P1112AA0364 235
SF22027P1111CI0410 235
SF22015P1112Z0945 235
SF22015P1112Z0860 235
SF22027P1111CI0151 235
SF22015P1112Z0513 235
SF22021P1112TY0065 235
SF22016P1112AF0279 235
SF22027P1111CI0089 235
SF22020P1111CG0754 235
SF22016P1112AF0137 235
SF22016P1112AF0239 235
SF22016P1112AA0368 235
SF22015P1112Z0844 235
SF22021P1112TY0048 235
SF22016P1112AF0211 235
SF22021P1112TY0024 235
SF22016P1112AA0288 235
SF22016P1112AF0242 235
SF22020P1111CG0582 235
SF22016P1112AF0214 235
SF22015P1112Z0800 235
SF22020P1111CG0844 235
SF22016P1112AF0231 235
SF22027P1111CI0185 235
SF22015P1112Z0541 235
SF22021P1112TY0051 235
SF22016P1112AF0049 235
SF22021P1112TY0020 235
SF22020P1111CG0945 235
SF22016P1112AA0350 235
SF22027P1111CI0377 235
SF22020P1111CG0209 235
SF22015P1112Z0614 235
SF22020P1111CG0940 235
SF22016P1112AF0138 235
SF22015P1112Z0756 235

© 2010-2014 Clean Energy Collective, LLC All Rights Reserved. cipav[illegible]3 8/19/2014

SF22016P1112AF0191 235
SF22027P1111CI0092 235
SF22015P1112Z0659 235
SF22016P1112AA0280 235
SF22027P1111CI0310 235
SF22021P1112TY0026 235
SF22020P1111CG0641 235
SF22027P1111CI0149 235
SF22015P1112Z0870 235
SF22027P1111CI0160 235
SF22016P1112AA0260 235
SF22016P1112AF0274 235
SF22016P1112AF0150 235
SF22021P1112TY0094 235
SF22021P1112TY0030 235
SF22027P1111CI0142 235
SF22016P1112AA0414 235
SF22021P1112TY0047 235
SF22021P1112TY0085 235
SF22027P1111CI0372 235
SF22021P1112TY0001 235
SF22027P1111CI0347 235
SF22021P1112TY0019 235
SF22016P1112AF0103 235
SF22016P1112AA0204 235
SF22016P1112AF0222 235
SF22016P1112AF0093 235
SF22015P1112Z0913 235
SF22021P1112TY0032 235
SF22021P1112TY0061 235
SF22016P1112AA0150 235
SF22015P1112Z0910 235
SF22021P1112TY0055 235
SF22015P1112Z0852 235
SF22021P1112TY0038 235
SF22016P1112AA0172 235
SF22016P1112AA0174 235
SF22016P1112AA0197 235
SF22021P1112TY0087 235
SF22016P1112AA0440 235
SF22021P1112TY0064 235
SF22020P1111CG0876 235
SF22020P1111CG0509 235
SF22020P1111CG0688 235
SF22016P1112AF0237 235
SF22015P1112Z0888 235
SF22027P1111CI0380 235
SF22021P1112TY0018 235
SF22015P1112Z0694 235

© 2010-2014 Clean Energy Collective, LLC All Rights Reserved. cipav

8/19/2014

SF22015P1112Z0960 235
SF22021P1112TY0091 235
SF22016P1112AA0089 235
SF22016P1112AF0241 235
SF22016P1112AA0489 235
SF22015P1112Z0820 235
SF22015P1112Z0553 235
SF22015P1112Z0632 235
SF22020P1111CG0511 235
SF22027P1111CI0309 235

Panel Locations: facility map can be found at www.coloradocommunitysolar.com/facilitymaps.aspx?facilityID=xcel1

Row: 5 Run: 4 Col: 38 - SF22016P1112AF0152 235

Row: 5 Run: 4 Col: 34 - SF22016P1112AA0137 235

Row: 5 Run: 2 Col: 49 - SF22021P1112TY0071 235

Row: 5 Run: 3 Col: 49 - SF22021P1112TY0010 235

Row: 5 Run: 3 Col: 44 - SF22021P1112TY0072 235

Row: 5 Run: 4 Col: 23 - SF22016P1112AA0306 235

Row: 5 Run: 4 Col: 35 - SF22027P1111CI0171 235

Row: 5 Run: 4 Col: 32 - SF22027P1111CI0369 235

Row: 5 Run: 2 Col: 40 - SF22015P1112Z0811 235

Row: 5 Run: 2 Col: 24 - SF22020P1111CG0388 235

Row: 5 Run: 2 Col: 30 - SF22016P1112AA0279 235

Row: 5 Run: 2 Col: 34 - SF22027P1111CI0311 235

Row: 5 Run: 2 Col: 55 - SF22021P1112TY0046 235

Row: 5 Run: 2 Col: 32 - SF22027P1111CI0024 235

Row: 5 Run: 2 Col: 51 - SF22021P1112TY0003 235

Row: 5 Run: 2 Col: 50 - SF22021P1112TY0002 235

© 2010-2014 Clean Energy Collective, LLC All Rights Reserved. cipav

Row: 5 Run: 2 Col: 39 - SF22027P1111CI0050 235

Row: 5 Run: 1 Col: 47 - SF22015P1112Z0754 235

Row: 5 Run: 2 Col: 44 - SF22021P1112TY0014 235

Row: 5 Run: 3 Col: 28 - SF22016P1112AA0413 235

Row: 5 Run: 4 Col: 53 - SF22021P1112TY0004 235

Row: 5 Run: 4 Col: 49 - SF22021P1112TY0078 235

Row: 5 Run: 2 Col: 33 - SF22027P1111CI0333 235

Row: 5 Run: 2 Col: 29 - SF22016P1112AA0022 235

Row: 5 Run: 4 Col: 31 - SF22027P1111CI0303 235

Row: 5 Run: 1 Col: 48 - SF22021P1112TY0057 235

Row: 5 Run: 4 Col: 51 - SF22021P1112TY0080 235

Row: 5 Run: 2 Col: 54 - SF22021P1112TY0077 235

Row: 5 Run: 4 Col: 37 - SF22016P1112AF0262 235

Row: 5 Run: 4 Col: 36 - SF22016P1112AF0268 235

Row: 5 Run: 3 Col: 23 - SF22016P1112AA0487 235

Row: 5 Run: 2 Col: 41 - SF22015P1112Z0531 235

Row: 5 Run: 3 Col: 39 - SF22016P1112AF0213 235

Row: 5 Run: 1 Col: 52 - SF22021P1112TY0070 235

Row: 5 Run: 3 Col: 29 - SF22016P1112AA0364 235

Row: 5 Run: 1 Col: 31 - SF22027P1111CI0410 235

Row: 5 Run: 3 Col: 46 - SF22015P1112Z0945 235

Row: 5 Run: 4 Col: 45 - SF22015P1112Z0860 235

Row: 5 Run: 3 Col: 32 - SF22027P1111CI0151 235

Row: 5 Run: 1 Col: 44 - SF22015P1112Z0513 235

Row: 5 Run: 2 Col: 48 - SF22021P1112TY0065 235

Row: 5 Run: 4 Col: 42 - SF22016P1112AF0279 235

© 2010-2014 Clean Energy Collective, LLC All Rights Reserved. cipav

8/19/2014

Row: 5 Run: 2 Col: 31 - SF22027P1111CI0089 235

Row: 5 Run: 2 Col: 25 - SF22020P1111CG0754 235

Row: 5 Run: 3 Col: 36 - SF22016P1112AF0137 235

Row: 5 Run: 3 Col: 42 - SF22016P1112AF0239 235

Row: 5 Run: 4 Col: 28 - SF22016P1112AA0368 235

Row: 5 Run: 1 Col: 40 - SF22015P1112Z0844 235

Row: 5 Run: 3 Col: 50 - SF22021P1112TY0048 235

Row: 5 Run: 2 Col: 36 - SF22016P1112AF0211 235

Row: 5 Run: 2 Col: 53 - SF22021P1112TY0024 235

Row: 5 Run: 1 Col: 30 - SF22016P1112AA0288 235

Row: 5 Run: 1 Col: 36 - SF22016P1112AF0242 235

Row: 5 Run: 3 Col: 26 - SF22020P1111CG0582 235

Row: 5 Run: 1 Col: 43 - SF22016P1112AF0214 235

Row: 5 Run: 3 Col: 47 - SF22015P1112Z0800 235

Row: 5 Run: 3 Col: 24 - SF22020P1111CG0844 235

Row: 5 Run: 2 Col: 37 - SF22016P1112AF0231 235

Row: 5 Run: 4 Col: 39 - SF22027P1111CI0185 235

Row: 5 Run: 3 Col: 40 - SF22015P1112Z0541 235

Row: 5 Run: 4 Col: 48 - SF22021P1112TY0051 235

Row: 5 Run: 1 Col: 37 - SF22016P1112AF0049 235

Row: 5 Run: 2 Col: 52 - SF22021P1112TY0020 235

Row: 5 Run: 1 Col: 24 - SF22020P1111CG0945 235

Row: 5 Run: 3 Col: 34 - SF22016P1112AA0350 235

Row: 5 Run: 3 Col: 35 - SF22027P1111CI0377 235

Row: 5 Run: 1 Col: 25 - SF22020P1111CG0209 235

Row: 5 Run: 2 Col: 45 - SF22015P1112Z0614 235

© 2010-2014 Clean Energy Collective, LLC All Rights Reserved. cipav[illegible] 8/19/2014

Row: 5 Run: 4 Col: 26 - SF22020P1111CG0940 235

Row: 5 Run: 2 Col: 43 - SF22016P1112AF0138 235

Row: 5 Run: 1 Col: 46 - SF22015P1112Z0756 235

Row: 5 Run: 2 Col: 42 - SF22016P1112AF0191 235

Row: 5 Run: 3 Col: 31 - SF22027P1111CI0092 235

Row: 5 Run: 1 Col: 45 - SF22015P1112Z0659 235

Row: 5 Run: 1 Col: 27 - SF22016P1112AA0280 235

Row: 5 Run: 1 Col: 34 - SF22027P1111CI0310 235

Row: 5 Run: 1 Col: 55 - SF22021P1112TY0026 235

Row: 5 Run: 3 Col: 25 - SF22020P1111CG0641 235

Row: 5 Run: 4 Col: 33 - SF22027P1111CI0149 235

Row: 5 Run: 2 Col: 46 - SF22015P1112Z0870 235

Row: 5 Run: 1 Col: 35 - SF22027P1111CI0160 235

Row: 5 Run: 2 Col: 28 - SF22016P1112AA0260 235

Row: 5 Run: 3 Col: 37 - SF22016P1112AF0274 235

Row: 5 Run: 1 Col: 42 - SF22016P1112AF0150 235

Row: 5 Run: 3 Col: 54 - SF22021P1112TY0094 235

Row: 5 Run: 4 Col: 54 - SF22021P1112TY0030 235

Row: 5 Run: 1 Col: 39 - SF22027P1111CI0142 235

Row: 5 Run: 1 Col: 28 - SF22016P1112AA0414 235

Row: 5 Run: 1 Col: 51 - SF22021P1112TY0047 235

Row: 5 Run: 3 Col: 52 - SF22021P1112TY0085 235

Row: 5 Run: 1 Col: 32 - SF22027P1111CI0372 235

Row: 5 Run: 1 Col: 49 - SF22021P1112TY0001 235

Row: 5 Run: 1 Col: 33 - SF22027P1111CI0347 235

Row: 5 Run: 3 Col: 48 - SF22021P1112TY0019 235

© 2010-2014 Clean Energy Collective, LLC All Rights Reserved. cipav[illegible]3 8/19/2014

Row: 5 Run: 3 Col: 38 - SF22016P1112AF0103 235

Row: 5 Run: 3 Col: 27 - SF22016P1112AA0204 235

Row: 5 Run: 1 Col: 38 - SF22016P1112AF0222 235

Row: 5 Run: 4 Col: 43 - SF22016P1112AF0093 235

Row: 5 Run: 4 Col: 41 - SF22015P1112Z0913 235

Row: 5 Run: 3 Col: 51 - SF22021P1112TY0032 235

Row: 5 Run: 1 Col: 50 - SF22021P1112TY0061 235

Row: 5 Run: 3 Col: 30 - SF22016P1112AA0150 235

Row: 5 Run: 3 Col: 41 - SF22015P1112Z0910 235

Row: 5 Run: 1 Col: 53 - SF22021P1112TY0055 235

Row: 5 Run: 4 Col: 47 - SF22015P1112Z0852 235

Row: 5 Run: 4 Col: 52 - SF22021P1112TY0038 235

Row: 5 Run: 4 Col: 27 - SF22016P1112AA0172 235

Row: 5 Run: 2 Col: 27 - SF22016P1112AA0174 235

Row: 5 Run: 1 Col: 29 - SF22016P1112AA0197 235

Row: 5 Run: 3 Col: 53 - SF22021P1112TY0087 235

Row: 5 Run: 4 Col: 30 - SF22016P1112AA0440 235

Row: 5 Run: 4 Col: 50 - SF22021P1112TY0064 235

Row: 5 Run: 1 Col: 26 - SF22020P1111CG0876 235

Row: 5 Run: 2 Col: 26 - SF22020P1111CG0509 235

Row: 5 Run: 4 Col: 25 - SF22020P1111CG0688 235

Row: 5 Run: 2 Col: 38 - SF22016P1112AF0237 235

Row: 5 Run: 3 Col: 45 - SF22015P1112Z0888 235

Row: 5 Run: 2 Col: 35 - SF22027P1111CI0380 235

Row: 5 Run: 3 Col: 55 - SF22021P1112TY0018 235

Row: 5 Run: 4 Col: 46 - SF22015P1112Z0694 235

© 2010-2014 Clean Energy Collective, LLC All Rights Reserved. cipav[illegible]13 8/19/2014

Row: 5 Run: 1 Col: 41 - SF22015P1112Z0960 235

Row: 5 Run: 1 Col: 54 - SF22021P1112TY0091 235

Row: 5 Run: 2 Col: 23 - SF22016P1112AA0089 235

Row: 5 Run: 3 Col: 43 - SF22016P1112AF0241 235

Row: 5 Run: 4 Col: 29 - SF22016P1112AA0489 235

Row: 5 Run: 4 Col: 44 - SF22015P1112Z0820 235

Row: 5 Run: 2 Col: 47 - SF22015P1112Z0553 235

Row: 5 Run: 4 Col: 40 - SF22015P1112Z0632 235

Row: 5 Run: 4 Col: 24 - SF22020P1111CG0511 235

Row: 5 Run: 3 Col: 33 - SF22027P1111CI0309 235

© Clean Energy Collective, LLC All Rights Reserved.

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 (CO_2), methane (CH_4), 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.

© Clean Energy Collective, LLC All Rights Reserved.

"***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.

© Clean Energy Collective, LLC All Rights Reserved.

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.

© Clean Energy Collective, LLC All Rights Reserved.

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.

© Clean Energy Collective, LLC All Rights Reserved.

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.

© Clean Energy Collective, LLC All Rights Reserved. colov080112 10/24/2014

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

© Clean Energy Collective, LLC All Rights Reserved.

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

© Clean Energy Collective, LLC All Rights Reserved.

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. <u>Default and Right to Cure</u>.

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

© Clean Energy Collective, LLC All Rights Reserved. colov080112 10/24/2014

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.

© Clean Energy Collective, LLC All Rights Reserved.

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

© Clean Energy Collective, LLC All Rights Reserved.

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

© Clean Energy Collective, LLC All Rights Reserved.

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***]

© Clean Energy Collective, LLC All Rights Reserved.

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:

© Clean Energy Collective, LLC All Rights Reserved.

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.

© Clean Energy Collective, LLC All Rights Reserved.

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
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

© Clean Energy Collective, LLC All Rights Reserved.

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
Row: 1 Run: 4 Col: 57 - 2001827691 250
Row: 1 Run: 4 Col: 58 - 2001827686 250
Row: 1 Run: 4 Col: 59 - 2001827680 250
Row: 1 Run: 4 Col: 61 - 2001829438 250
Row: 1 Run: 4 Col: 63 - 2001829447 250
Row: 3 Run: 4 Col: 61 - 2001828648 250
Row: 5 Run: 1 Col: 56 - SF22015P1112BC0353 235
Row: 5 Run: 1 Col: 57 - SF22015P1112AG0169 235
Row: 5 Run: 1 Col: 58 - SF22021P1112TY0028 235
Row: 5 Run: 1 Col: 59 - SF22021P1112TY0090 235
Row: 5 Run: 1 Col: 60 - SF22021P1112TY0027 235
Row: 5 Run: 1 Col: 61 - SF22015P1112AG0162 235
Row: 5 Run: 1 Col: 62 - SF22015P1112BC0027 235
Row: 5 Run: 1 Col: 63 - SF22015P1112BC0235 235
Row: 5 Run: 2 Col: 56 - SF22015P1112BC0406 235
Row: 5 Run: 2 Col: 57 - SF22016P1112AG0175 235
Row: 5 Run: 2 Col: 58 - SF22015P1112BC0316 235
Row: 5 Run: 2 Col: 59 - SF22021P1112TY0073 235
Row: 5 Run: 2 Col: 60 - SF22021P1112TY0046 235
Row: 5 Run: 2 Col: 61 - SF22015P1112AG0187 235
Row: 5 Run: 2 Col: 62 - SF22015P1112BC0124 235
Row: 5 Run: 2 Col: 63 - SF22015P1112BC0195 235

© Clean Energy Collective, LLC All Rights Reserved.

Row: 5 Run: 3 Col: 56 - SF22015P1112BC0361 235
Row: 5 Run: 3 Col: 57 - SF22015P1112BC0347 235
Row: 5 Run: 3 Col: 58 - SF22015P1112BC0304 235
Row: 5 Run: 3 Col: 59 - SF22021P1112TY0086 235
Row: 5 Run: 3 Col: 60 - SF22021P1112TY0093 235
Row: 5 Run: 3 Col: 61 - SF22015P1112AG0014 235
Row: 5 Run: 3 Col: 62 - SF22015P1112BC0444 235
Row: 5 Run: 3 Col: 63 - SF22015P1112BC0180 235
Row: 5 Run: 4 Col: 55 - SF22021P1112TY0040 235
Row: 5 Run: 4 Col: 56 - SF22015P1112BC0330 235
Row: 5 Run: 4 Col: 57 - SF22015P1112BC0322 235
Row: 5 Run: 4 Col: 58 - SF22015P1112BC0064 235
Row: 5 Run: 4 Col: 59 - SF22021P1112TY0008 235
Row: 5 Run: 4 Col: 60 - SF22021P1112TY0033 235
Row: 5 Run: 4 Col: 61 - SF22015P1112AG0248 235
Row: 5 Run: 4 Col: 62 - SF22015P1112BC0169 235
Row: 5 Run: 4 Col: 63 - SF22015P1112BC0398 235
Row: 6 Run: 1 Col: 15 - SF22016P1112AG0409 235
Row: 6 Run: 1 Col: 16 - SF22016P1112AG0151 235
Row: 6 Run: 1 Col: 17 - SF22016P1112AG0253 235
Row: 6 Run: 1 Col: 18 - SF22016P1112AG0097 235
Row: 6 Run: 1 Col: 19 - SF22023P1112TK0152 235
Row: 6 Run: 1 Col: 20 - SF22023P1112TK0192 235
Row: 6 Run: 1 Col: 21 - SF22023P1112TD0097 235
Row: 6 Run: 1 Col: 22 - SF22023P1112TD0062 235
Row: 6 Run: 1 Col: 23 - SF22023P1112TD0133 235
Row: 6 Run: 1 Col: 24 - SF22023P1112TD0137 235
Row: 6 Run: 1 Col: 25 - SF22024P1112TD0040 235
Row: 6 Run: 1 Col: 26 - SF22023P1112TK0270 235
Row: 6 Run: 1 Col: 27 - SF22023P1112TK0001 235
Row: 6 Run: 1 Col: 28 - SF22021P1112AG0141 235
Row: 6 Run: 1 Col: 29 - SF22021P1112AG0286 235
Row: 6 Run: 1 Col: 30 - SF22021P1112AG0282 235
Row: 6 Run: 1 Col: 31 - SF22021P1112AG0129 235
Row: 6 Run: 1 Col: 32 - SF22021P1112AG0008 235
Row: 6 Run: 1 Col: 33 - SF22021P1112AG0384 235
Row: 6 Run: 1 Col: 34 - SF22021P1112AG0242 235
Row: 6 Run: 1 Col: 35 - SF22021P1112AG0164 235
Row: 6 Run: 1 Col: 36 - SF22021P1112AG0271 235
Row: 6 Run: 1 Col: 37 - SF22015P1112AG0688 235
Row: 6 Run: 1 Col: 38 - SF22016P1112AG0174 235
Row: 6 Run: 1 Col: 39 - SF22016P1112AG0208 235

© Clean Energy Collective, LLC All Rights Reserved.

Row: 6 Run: 1 Col: 40 - SF22016P1112AG0233 235
Row: 6 Run: 1 Col: 41 - SF22016P1112AG0301 235
Row: 6 Run: 2 Col: 15 - SF22016P1112BC0148 235
Row: 6 Run: 2 Col: 16 - SF22016P1112AG0220 235
Row: 6 Run: 2 Col: 17 - SF22016P1112AG0260 235
Row: 6 Run: 2 Col: 18 - SF22016P1112AG0086 235
Row: 6 Run: 2 Col: 19 - SF22023P1112TK0158 235
Row: 6 Run: 2 Col: 20 - SF22023P1112TK0084 235
Row: 6 Run: 2 Col: 21 - SF22024P1112TD0143 235
Row: 6 Run: 2 Col: 22 - SF22023P1112TD0098 235
Row: 6 Run: 2 Col: 23 - SF22023P1112TD0047 235
Row: 6 Run: 2 Col: 24 - SF22023P1112TD0138 235
Row: 6 Run: 2 Col: 25 - SF22024P1112TD0073 235
Row: 6 Run: 2 Col: 26 - SF22023P1112TK0200 235
Row: 6 Run: 2 Col: 27 - SF22023P1112TK0272 235
Row: 6 Run: 2 Col: 28 - SF22021P1112AG0117 235
Row: 6 Run: 2 Col: 29 - SF22021P1112AG0076 235
Row: 6 Run: 2 Col: 30 - SF22021P1112AG0180 235
Row: 6 Run: 2 Col: 31 - SF22021P1112AG0350 235
Row: 6 Run: 2 Col: 32 - SF22021P1112AG0346 235
Row: 6 Run: 2 Col: 33 - SF22021P1112AG0102 235
Row: 6 Run: 2 Col: 34 - SF22021P1112AG0274 235
Row: 6 Run: 2 Col: 35 - SF22021P1112AG0308 235
Row: 6 Run: 2 Col: 36 - SF22021P1112AG0272 235
Row: 6 Run: 2 Col: 37 - SF22021P1112AG0322 235
Row: 6 Run: 2 Col: 38 - SF22015P1112AG0357 235
Row: 6 Run: 2 Col: 39 - SF22016P1112AG0090 235
Row: 6 Run: 2 Col: 40 - SF22016P1112AG0083 235
Row: 6 Run: 2 Col: 41 - SF22016P1112AG0154 235
Row: 6 Run: 2 Col: 42 - SF22021P1112TY0013 235
Row: 6 Run: 3 Col: 15 - SF22016P1112BC0022 235
Row: 6 Run: 3 Col: 16 - SF22016P1112BC0446 235
Row: 6 Run: 3 Col: 17 - SF22016P1112AG0265 235
Row: 6 Run: 3 Col: 18 - SF22016P1112AG0716 235
Row: 6 Run: 3 Col: 19 - SF22023P1112TK0157 235
Row: 6 Run: 3 Col: 20 - SF22023P1112TD0002 235
Row: 6 Run: 3 Col: 21 - SF22023P1112TD0042 235
Row: 6 Run: 3 Col: 22 - SF22023P1112TD0079 235
Row: 6 Run: 3 Col: 23 - SF22023P1112TD0081 235
Row: 6 Run: 3 Col: 24 - SF22023P1112TD0136 235
Row: 6 Run: 3 Col: 25 - SF22023P1112TK0169 235
Row: 6 Run: 3 Col: 26 - SF22023P1112TK0250 235

© Clean Energy Collective, LLC All Rights Reserved.

Row: 6 Run: 3 Col: 27 - SF22024P1112TD0100 235
Row: 6 Run: 3 Col: 28 - SF22021P1112AG0059 235
Row: 6 Run: 3 Col: 29 - SF22021P1112AG0323 235
Row: 6 Run: 3 Col: 30 - SF22021P1112AG0237 235
Row: 6 Run: 3 Col: 31 - SF22021P1112AG0049 235
Row: 6 Run: 3 Col: 32 - SF22021P1112AG0133 235
Row: 6 Run: 3 Col: 33 - SF22021P1112AG0016 235
Row: 6 Run: 3 Col: 34 - SF22021P1112AG0130 235
Row: 6 Run: 3 Col: 35 - SF22021P1112AG0344 235
Row: 6 Run: 3 Col: 36 - SF22021P1112AG0389 235
Row: 6 Run: 3 Col: 37 - SF22021P1112AG0325 235
Row: 6 Run: 3 Col: 38 - SF22015P1112AG0690 235
Row: 6 Run: 3 Col: 39 - SF22016P1112AG0003 235
Row: 6 Run: 3 Col: 40 - SF22016P1112AG0541 235
Row: 6 Run: 3 Col: 41 - SF22016P1112AG0249 235
Row: 6 Run: 3 Col: 42 - SF22021P1112AG0279 235
Row: 6 Run: 4 Col: 15 - SF22016P1112AG0320 235
Row: 6 Run: 4 Col: 16 - SF22016P1112AG0136 235
Row: 6 Run: 4 Col: 17 - SF22016P1112AG0065 235
Row: 6 Run: 4 Col: 18 - SF22016P1112AG0953 235
Row: 6 Run: 4 Col: 19 - SF22024P1111TBH0067 235
Row: 6 Run: 4 Col: 20 - SF22023P1112TK0193 235
Row: 6 Run: 4 Col: 21 - SF22023P1112TD0009 235
Row: 6 Run: 4 Col: 22 - SF22024P1112TD0036 235
Row: 6 Run: 4 Col: 23 - SF22023P1112TD0135 235
Row: 6 Run: 4 Col: 24 - SF22023P1112TD0139 235
Row: 6 Run: 4 Col: 25 - SF22024P1112TD0070 235
Row: 6 Run: 4 Col: 26 - SF22023P1112TK0198 235
Row: 6 Run: 4 Col: 27 - SF22023P1112TK0225 235
Row: 6 Run: 4 Col: 28 - SF22021P1112AG0239 235
Row: 6 Run: 4 Col: 29 - SF22021P1112AG0173 235
Row: 6 Run: 4 Col: 30 - SF22021P1112AG0277 235
Row: 6 Run: 4 Col: 31 - SF22021P1112AG0140 235
Row: 6 Run: 4 Col: 32 - SF22021P1112AG0168 235
Row: 6 Run: 4 Col: 33 - SF22021P1112AG0208 235
Row: 6 Run: 4 Col: 34 - SF22021P1112AG0036 235
Row: 6 Run: 4 Col: 35 - SF22021P1112AG0099 235
Row: 6 Run: 4 Col: 36 - SF22021P1112AG0035 235
Row: 6 Run: 4 Col: 37 - SF22021P1112AG0015 235
Row: 6 Run: 4 Col: 38 - SF22015P1112AG0689 235
Row: 6 Run: 4 Col: 39 - SF22016P1112BC0257 235
Row: 6 Run: 4 Col: 40 - SF22016P1112AG0542 235

© Clean Energy Collective, LLC All Rights Reserved.

Row: 6 Run: 4 Col: 41 - SF22016P1112AG0043 235
Row: 6 Run: 4 Col: 42 - SF22021P1112AG0258 235
Row: 7 Run: 1 Col: 38 - 2001828525 250
Row: 7 Run: 1 Col: 39 - 2001828450 250
Row: 7 Run: 1 Col: 40 - 2001827420 250
Row: 7 Run: 1 Col: 41 - 2001827052 250
Row: 7 Run: 1 Col: 42 - 2001826959 250
Row: 7 Run: 1 Col: 43 - 2001828519 250
Row: 7 Run: 1 Col: 44 - 2001829934 250
Row: 7 Run: 1 Col: 45 - 2001829970 250
Row: 7 Run: 2 Col: 38 - 2001828452 250
Row: 7 Run: 2 Col: 39 - 2001828509 250
Row: 7 Run: 2 Col: 40 - 2001827418 250
Row: 7 Run: 2 Col: 41 - 2001827434 250
Row: 7 Run: 2 Col: 42 - 2001827213 250
Row: 7 Run: 2 Col: 43 - 2001828513 250
Row: 7 Run: 2 Col: 44 - 2001829932 250
Row: 7 Run: 2 Col: 45 - 2001829966 250
Row: 7 Run: 3 Col: 37 - 2001827158 250
Row: 7 Run: 3 Col: 38 - 2001828522 250
Row: 7 Run: 3 Col: 39 - 2001828449 250
Row: 7 Run: 3 Col: 40 - 2001827124 250
Row: 7 Run: 3 Col: 41 - 2001827161 250
Row: 7 Run: 3 Col: 42 - 2001827427 250
Row: 7 Run: 3 Col: 43 - 2001828454 250
Row: 7 Run: 3 Col: 44 - 2001829931 250
Row: 7 Run: 4 Col: 37 - 2001827159 250
Row: 7 Run: 4 Col: 38 - 2001828447 250
Row: 7 Run: 4 Col: 39 - 2001782581 250
Row: 7 Run: 4 Col: 40 - 2001827417 250
Row: 7 Run: 4 Col: 41 - 2001826972 250
Row: 7 Run: 4 Col: 42 - 2001827154 250
Row: 7 Run: 4 Col: 43 - 2001828515 250
Row: 7 Run: 4 Col: 44 - 2001829971 250
Row: 9 Run: 1 Col: 10 - 2001828620 250
Row: 9 Run: 1 Col: 11 - 2001828581 250
Row: 9 Run: 1 Col: 12 - 2001828955 250
Row: 9 Run: 1 Col: 13 - 2001828969 250
Row: 9 Run: 1 Col: 14 - 2001828961 250
Row: 9 Run: 1 Col: 15 - 2001828925 250
Row: 9 Run: 1 Col: 16 - 2001828931 250
Row: 9 Run: 1 Col: 17 - 2001828934 250

© Clean Energy Collective, LLC All Rights Reserved.

Row: 9 Run: 1 Col: 18 - 2001828941 250
Row: 9 Run: 1 Col: 19 - 2001829468 250
Row: 9 Run: 1 Col: 20 - 2001829465 250
Row: 9 Run: 1 Col: 21 - 2001829461 250
Row: 9 Run: 1 Col: 22 - 2001829719 250
Row: 9 Run: 1 Col: 23 - 2001829713 250
Row: 9 Run: 1 Col: 24 - 2001829709 250
Row: 9 Run: 1 Col: 25 - 2001828844 250
Row: 9 Run: 1 Col: 26 - 2001828530 250
Row: 9 Run: 1 Col: 27 - 2001828884 250
Row: 9 Run: 1 Col: 28 - 2001828693 250
Row: 9 Run: 1 Col: 29 - 2001828743 250
Row: 9 Run: 1 Col: 3 - 2001829623 250
Row: 9 Run: 1 Col: 30 - 2001828745 250
Row: 9 Run: 1 Col: 31 - 2001829135 250
Row: 9 Run: 1 Col: 32 - 2001829137 250
Row: 9 Run: 1 Col: 33 - 2001828695 250
Row: 9 Run: 1 Col: 34 - 2001828535 250
Row: 9 Run: 1 Col: 35 - 2001828703 250
Row: 9 Run: 1 Col: 36 - 2001828707 250
Row: 9 Run: 1 Col: 37 - 2001829705 250
Row: 9 Run: 1 Col: 38 - 2001829701 250
Row: 9 Run: 1 Col: 39 - 2001829522 250
Row: 9 Run: 1 Col: 4 - 2001829630 250
Row: 9 Run: 1 Col: 40 - 2001829694 250
Row: 9 Run: 1 Col: 41 - 2001829139 250
Row: 9 Run: 1 Col: 42 - 2001829158 250
Row: 9 Run: 1 Col: 43 - 2001829126 250
Row: 9 Run: 1 Col: 44 - 2001829160 250
Row: 9 Run: 1 Col: 45 - 2001829124 250
Row: 9 Run: 1 Col: 46 - 2001829161 250
Row: 9 Run: 1 Col: 47 - 2001829118 250
Row: 9 Run: 1 Col: 48 - 2001829202 250
Row: 9 Run: 1 Col: 49 - 2001828720 250
Row: 9 Run: 1 Col: 5 - 2001829629 250
Row: 9 Run: 1 Col: 50 - 2001828717 250
Row: 9 Run: 1 Col: 51 - 2001828687 250
Row: 9 Run: 1 Col: 52 - 2001828683 250
Row: 9 Run: 1 Col: 53 - 2001827191 250
Row: 9 Run: 1 Col: 54 - 2001827225 250
Row: 9 Run: 1 Col: 55 - 2001827200 250
Row: 9 Run: 1 Col: 56 - 2001827969 250

© Clean Energy Collective, LLC All Rights Reserved.

Row: 9 Run: 1 Col: 57 - 2001827308 250
Row: 9 Run: 1 Col: 58 - 2001828045 250
Row: 9 Run: 1 Col: 59 - 2001826953 250
Row: 9 Run: 1 Col: 6 - 2001829524 250
Row: 9 Run: 1 Col: 60 - 2001827286 250
Row: 9 Run: 1 Col: 61 - 2001827232 250
Row: 9 Run: 1 Col: 62 - 2001827231 250
Row: 9 Run: 1 Col: 63 - 2001827303 250
Row: 9 Run: 1 Col: 7 - 2001829308 250
Row: 9 Run: 1 Col: 8 - 2001829512 250
Row: 9 Run: 1 Col: 9 - 2001828949 250
Row: 9 Run: 2 Col: 10 - 2001828950 250
Row: 9 Run: 2 Col: 11 - 2001828954 250
Row: 9 Run: 2 Col: 12 - 2001828959 250
Row: 9 Run: 2 Col: 13 - 2001829026 250
Row: 9 Run: 2 Col: 14 - 2001828922 250
Row: 9 Run: 2 Col: 15 - 2001829028 250
Row: 9 Run: 2 Col: 16 - 2001827415 250
Row: 9 Run: 2 Col: 17 - 2001828935 250
Row: 9 Run: 2 Col: 18 - 2001828973 250
Row: 9 Run: 2 Col: 19 - 2001829469 250
Row: 9 Run: 2 Col: 20 - 2001829467 250
Row: 9 Run: 2 Col: 21 - 2001829723 250
Row: 9 Run: 2 Col: 22 - 2001829718 250
Row: 9 Run: 2 Col: 23 - 2001829714 250
Row: 9 Run: 2 Col: 24 - 2001829708 250
Row: 9 Run: 2 Col: 25 - 2001828514 250
Row: 9 Run: 2 Col: 26 - 2001828882 250
Row: 9 Run: 2 Col: 27 - 2001828874 250
Row: 9 Run: 2 Col: 28 - 2001828692 250
Row: 9 Run: 2 Col: 29 - 2001828705 250
Row: 9 Run: 2 Col: 3 - 2001829622 250
Row: 9 Run: 2 Col: 30 - 2001828749 250
Row: 9 Run: 2 Col: 31 - 2001829134 250
Row: 9 Run: 2 Col: 32 - 2001829138 250
Row: 9 Run: 2 Col: 33 - 2001828696 250
Row: 9 Run: 2 Col: 34 - 2001828699 250
Row: 9 Run: 2 Col: 35 - 2001828704 250
Row: 9 Run: 2 Col: 36 - 2001828708 250
Row: 9 Run: 2 Col: 37 - 2001829704 250
Row: 9 Run: 2 Col: 38 - 2001829700 250
Row: 9 Run: 2 Col: 39 - 2001829697 250

© Clean Energy Collective, LLC All Rights Reserved.

Row: 9 Run: 2 Col: 4 - 2001829527 250
Row: 9 Run: 2 Col: 40 - 2001829706 250
Row: 9 Run: 2 Col: 41 - 2001829145 250
Row: 9 Run: 2 Col: 42 - 2001829149 250
Row: 9 Run: 2 Col: 43 - 2001829112 250
Row: 9 Run: 2 Col: 44 - 2001829114 250
Row: 9 Run: 2 Col: 45 - 2001829116 250
Row: 9 Run: 2 Col: 46 - 2001829204 250
Row: 9 Run: 2 Col: 47 - 2001829207 250
Row: 9 Run: 2 Col: 48 - 2001828803 250
Row: 9 Run: 2 Col: 49 - 2001828719 250
Row: 9 Run: 2 Col: 5 - 2001829644 250
Row: 9 Run: 2 Col: 50 - 2001828729 250
Row: 9 Run: 2 Col: 51 - 2001828686 250
Row: 9 Run: 2 Col: 52 - 2001828682 250
Row: 9 Run: 2 Col: 53 - 2001827201 250
Row: 9 Run: 2 Col: 54 - 2001827226 250
Row: 9 Run: 2 Col: 55 - 2001827197 250
Row: 9 Run: 2 Col: 56 - 2001828448 250
Row: 9 Run: 2 Col: 57 - 2001827294 250
Row: 9 Run: 2 Col: 58 - 2001828140 250
Row: 9 Run: 2 Col: 59 - 2001827905 250
Row: 9 Run: 2 Col: 6 - 2001829626 250
Row: 9 Run: 2 Col: 60 - 2001827284 250
Row: 9 Run: 2 Col: 61 - 2001827184 250
Row: 9 Run: 2 Col: 62 - 2001827228 250
Row: 9 Run: 2 Col: 63 - 2001827302 250
Row: 9 Run: 2 Col: 7 - 2001829516 250
Row: 9 Run: 2 Col: 8 - 2001829530 250
Row: 9 Run: 2 Col: 9 - 2001828947 250
Row: 9 Run: 3 Col: 10 - 2001828660 250
Row: 9 Run: 3 Col: 11 - 2001828956 250
Row: 9 Run: 3 Col: 12 - 2001828960 250
Row: 9 Run: 3 Col: 13 - 2001829030 250
Row: 9 Run: 3 Col: 14 - 2001828958 250
Row: 9 Run: 3 Col: 15 - 2001828930 250
Row: 9 Run: 3 Col: 16 - 2001828666 250
Row: 9 Run: 3 Col: 17 - 2001828936 250
Row: 9 Run: 3 Col: 18 - 2001828937 250
Row: 9 Run: 3 Col: 19 - 2001829471 250
Row: 9 Run: 3 Col: 2 - 2001829612 250
Row: 9 Run: 3 Col: 20 - 2001829463 250

© Clean Energy Collective, LLC All Rights Reserved.

Row: 9 Run: 3 Col: 21 - 2001829722 250
Row: 9 Run: 3 Col: 22 - 2001829720 250
Row: 9 Run: 3 Col: 23 - 2001829711 250
Row: 9 Run: 3 Col: 24 - 2001829707 250
Row: 9 Run: 3 Col: 25 - 2001828845 250
Row: 9 Run: 3 Col: 26 - 2001828870 250
Row: 9 Run: 3 Col: 27 - 2001828690 250
Row: 9 Run: 3 Col: 28 - 2001828875 250
Row: 9 Run: 3 Col: 29 - 2001828744 250
Row: 9 Run: 3 Col: 3 - 2001829621 250
Row: 9 Run: 3 Col: 30 - 2001828748 250
Row: 9 Run: 3 Col: 31 - 2001829133 250
Row: 9 Run: 3 Col: 32 - 2001829131 250
Row: 9 Run: 3 Col: 33 - 2001828698 250
Row: 9 Run: 3 Col: 34 - 2001828701 250
Row: 9 Run: 3 Col: 35 - 2001828691 250
Row: 9 Run: 3 Col: 36 - 2001828709 250
Row: 9 Run: 3 Col: 37 - 2001829702 250
Row: 9 Run: 3 Col: 38 - 2001829699 250
Row: 9 Run: 3 Col: 39 - 2001829696 250
Row: 9 Run: 3 Col: 4 - 2001829526 250
Row: 9 Run: 3 Col: 40 - 2001829692 250
Row: 9 Run: 3 Col: 41 - 2001829129 250
Row: 9 Run: 3 Col: 42 - 2001829127 250
Row: 9 Run: 3 Col: 43 - 2001829113 250
Row: 9 Run: 3 Col: 44 - 2001829115 250
Row: 9 Run: 3 Col: 45 - 2001828714 250
Row: 9 Run: 3 Col: 46 - 2001829209 250
Row: 9 Run: 3 Col: 47 - 2001828711 250
Row: 9 Run: 3 Col: 48 - 2001828920 250
Row: 9 Run: 3 Col: 49 - 2001828721 250
Row: 9 Run: 3 Col: 5 - 2001829528 250
Row: 9 Run: 3 Col: 50 - 2001828716 250
Row: 9 Run: 3 Col: 51 - 2001828681 250
Row: 9 Run: 3 Col: 52 - 2001828684 250
Row: 9 Run: 3 Col: 53 - 2001827192 250
Row: 9 Run: 3 Col: 54 - 2001827227 250
Row: 9 Run: 3 Col: 55 - 2001827196 250
Row: 9 Run: 3 Col: 56 - 2001827971 250
Row: 9 Run: 3 Col: 57 - 2001827309 250
Row: 9 Run: 3 Col: 58 - 2001828469 250
Row: 9 Run: 3 Col: 59 - 2001828079 250

© Clean Energy Collective, LLC All Rights Reserved.

Row: 9 Run: 3 Col: 6 - 2001829631 250
Row: 9 Run: 3 Col: 60 - 2001827233 250
Row: 9 Run: 3 Col: 61 - 2001827230 250
Row: 9 Run: 3 Col: 62 - 2001827304 250
Row: 9 Run: 3 Col: 63 - 2001827301 250
Row: 9 Run: 3 Col: 7 - 2001829514 250
Row: 9 Run: 3 Col: 8 - 2001829511 250
Row: 9 Run: 3 Col: 9 - 2001828586 250
Row: 9 Run: 4 Col: 10 - 2001828619 250
Row: 9 Run: 4 Col: 11 - 2001828951 250
Row: 9 Run: 4 Col: 12 - 2001828957 250
Row: 9 Run: 4 Col: 13 - 2001828952 250
Row: 9 Run: 4 Col: 14 - 2001829025 250
Row: 9 Run: 4 Col: 15 - 2001828923 250
Row: 9 Run: 4 Col: 16 - 2001828932 250
Row: 9 Run: 4 Col: 17 - 2001828933 250
Row: 9 Run: 4 Col: 18 - 2001828940 250
Row: 9 Run: 4 Col: 19 - 2001829515 250
Row: 9 Run: 4 Col: 2 - 2001829662 250
Row: 9 Run: 4 Col: 20 - 2001829470 250
Row: 9 Run: 4 Col: 21 - 2001829472 250
Row: 9 Run: 4 Col: 22 - 2001829462 250
Row: 9 Run: 4 Col: 23 - 2001829721 250
Row: 9 Run: 4 Col: 24 - 2001829710 250
Row: 9 Run: 4 Col: 25 - 2001828843 250
Row: 9 Run: 4 Col: 26 - 2001828846 250
Row: 9 Run: 4 Col: 27 - 2001828867 250
Row: 9 Run: 4 Col: 28 - 2001828834 250
Row: 9 Run: 4 Col: 29 - 2001828868 250
Row: 9 Run: 4 Col: 3 - 2001829611 250
Row: 9 Run: 4 Col: 30 - 2001828824 250
Row: 9 Run: 4 Col: 31 - 2001829136 250
Row: 9 Run: 4 Col: 32 - 2001829132 250
Row: 9 Run: 4 Col: 33 - 2001828694 250
Row: 9 Run: 4 Col: 34 - 2001828869 250
Row: 9 Run: 4 Col: 35 - 2001828702 250
Row: 9 Run: 4 Col: 36 - 2001828706 250
Row: 9 Run: 4 Col: 37 - 2001829712 250
Row: 9 Run: 4 Col: 38 - 2001829703 250
Row: 9 Run: 4 Col: 39 - 2001829698 250
Row: 9 Run: 4 Col: 4 - 2001829529 250
Row: 9 Run: 4 Col: 40 - 2001829693 250

© Clean Energy Collective, LLC All Rights Reserved.

Row: 9 Run: 4 Col: 41 - 2001829130 250
Row: 9 Run: 4 Col: 42 - 2001829128 250
Row: 9 Run: 4 Col: 43 - 2001829111 250
Row: 9 Run: 4 Col: 44 - 2001828763 250
Row: 9 Run: 4 Col: 45 - 2001829123 250
Row: 9 Run: 4 Col: 46 - 2001829189 250
Row: 9 Run: 4 Col: 47 - 2001829208 250
Row: 9 Run: 4 Col: 48 - 2001829201 250
Row: 9 Run: 4 Col: 49 - 2001828727 250
Row: 9 Run: 4 Col: 5 - 2001829624 250
Row: 9 Run: 4 Col: 50 - 2001828718 250
Row: 9 Run: 4 Col: 51 - 2001828722 250
Row: 9 Run: 4 Col: 52 - 2001828685 250
Row: 9 Run: 4 Col: 53 - 2001827190 250
Row: 9 Run: 4 Col: 54 - 2001827202 250
Row: 9 Run: 4 Col: 55 - 2001827263 250
Row: 9 Run: 4 Col: 56 - 2001827970 250
Row: 9 Run: 4 Col: 57 - 2001827310 250
Row: 9 Run: 4 Col: 58 - 2001828117 250
Row: 9 Run: 4 Col: 59 - 2001828080 250
Row: 9 Run: 4 Col: 6 - 2001829525 250
Row: 9 Run: 4 Col: 60 - 2001827285 250
Row: 9 Run: 4 Col: 61 - 2001827287 250
Row: 9 Run: 4 Col: 62 - 2001827229 250
Row: 9 Run: 4 Col: 63 - 2001827288 250
Row: 9 Run: 4 Col: 7 - 2001829647 250
Row: 9 Run: 4 Col: 8 - 2001829513 250
Row: 9 Run: 4 Col: 9 - 2001828948 250

© Clean Energy Collective, LLC All Rights Reserved.

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 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 2nd day of June 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 14th day of July, 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

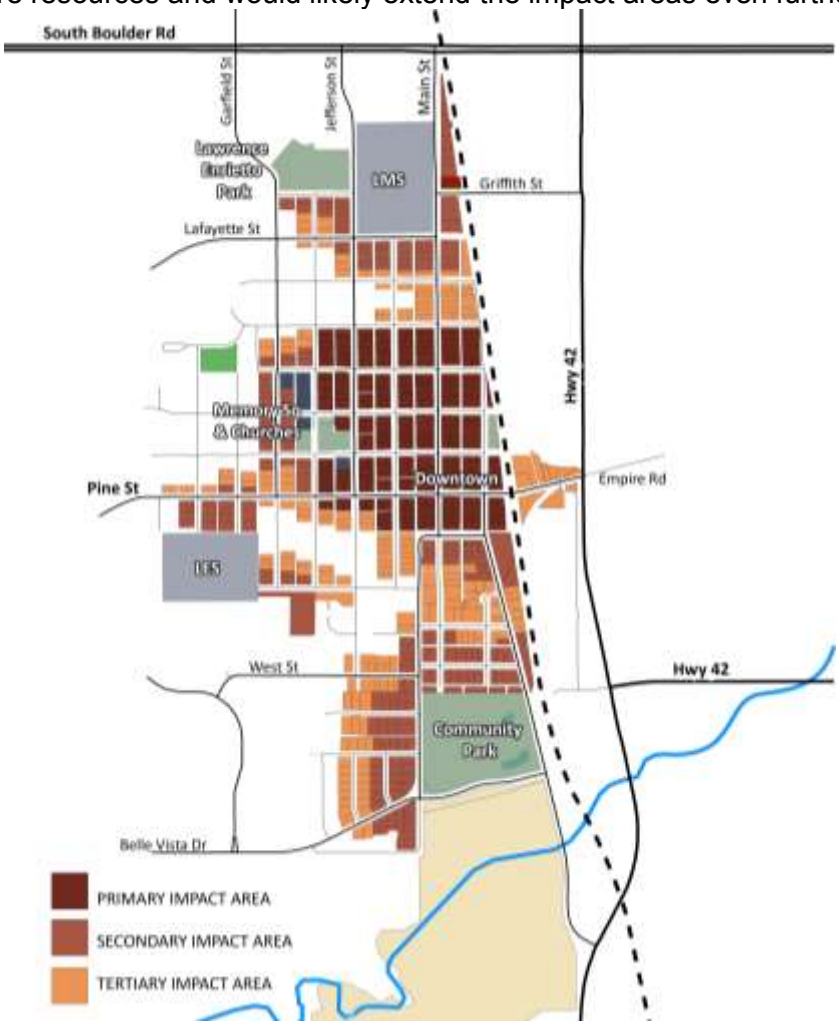
CITY COUNCIL COMMUNICATION
AGENDA ITEM 8F

SUBJECT: **DISCUSSION/DIRECTION/ACTION – DOWNTOWN PARKING IMPROVEMENTS**

DATE: **JULY 14, 2015**

PRESENTED BY: **KURT KOWAR, PUBLIC WORKS DEPARTMENT**

The parking for special events affects streets in Downtown, Old Town and around Community Park. The map below shows the streets affected by special events not only in downtown, but also by events in Community Park, Memory Square, and both BVSD schools. Dark brown represents the area staff believes is most impacted and would be affected by the signage and marking options presented later in this communication. The lighter brown, and to a lesser degree the tan areas, represent streets staff believes are also impacted by major special events, including events at Community Park, that would not likely benefit from the signage and marking options. Expanding the signage and/or marking options to these areas would require significantly more resources and would likely extend the impact areas even further.



Staff has evaluated several options for improving parking in the area currently most impacted in Downtown and Old town. These options include the following;

1. No Parking Signs Only
2. Curb Painting
3. No Parking Signs and Curb Painting
4. Parking Space Markings extended one block from Main St.

No Parking Signs

Scope: Sign installation would occur at intersections between Front St. and Grant Ave. from east to west and from Elm St. to Short St from south to north. Signs would not be included at alleys.

Initial Cost: $18,000 (labor and materials)

Advantages: Signage clearly indicates available parking and requires little to no maintenance. Public Works staff could install the signs in approximately two weeks after procurement of materials, depending on other workload.

Disadvantages: The public may think the signs contribute to visual clutter or otherwise not find the signs aesthetically pleasing. Over time the signs will fade and require replacement or may require replacement if damaged.

Curb Painting

Scope: Curb Painting would occur at intersections and alleys between Front St. and Grant Ave. from east to west and from Elm St. to Short St from south to north.

Initial Cost: $27,000 (labor and materials)

Advantages: Painted curb indicates a no parking zone.

Disadvantages: The marked curb would require annual repainting to keep it fresh in appearance. Cleaning the concrete, masking off the area, painting the curb, and then removing the masking when the paint is dry would require the labor of two employees. Masking is necessary to have clean edges and protect adjacent private property. After roughly 3 years, staff would remove the built up paint and repaint the curb. The process of painting curbs at an intersection would require 16 man-hours per intersection and 8 man-hours per alley.

In addition, the public may not find the paint aesthetically pleasing, especially when it is nearing the end of its useful life.

No Parking Signs and Curb Painting

Scope: Sign installation and curb painting would occur at intersections between Front St. and Grant Ave. from east to west and from Elm St. to Short St from south to north. Signs would not be included at alleys.

Cost: Initial cost of $18,000 (labor and materials) for signage and $27,000 (labor and materials) for curb painting.

Advantages: A combination of signage and curb painting is obviously a no parking zone.

Disadvantages: Over time the signs may fade and require replacement or may require replacement if damaged.

The marked curb would require annual repainting to keep it fresh in appearance. Cleaning the concrete, masking off the area, painting the curb, and then removing the masking when the paint was dry would require the labor of two employees. Masking is necessary to have clean edges and protect adjacent private property. After roughly 3 years, staff would remove the built up paint and repaint the curb. The process of painting an intersection would require 16 man-hours per intersection and 8 man-hours per alley.

In addition, the public may not find the paint and signage aesthetically pleasing.

<u>Parking Space Markings extended one block from Main St.</u>

Scope: Parking striping would occur at the five blocks between Front St. and Lafarge Ave. from east to west and from Elm St. to Short St from south to north that do not currently have striping. **Note: The area considered for this option is smaller than the areas considered in the other options.**

Initial Cost: $2,500 (materials and labor)

Advantages: Thermoplastic pavement markings can last 5 years.

Disadvantages: It takes time to layout the striping, prepare the surface and then perform the striping. Each block would take 4 to 5 hours with two employees. This solution will also reduce the amount of available parking as it prescribes exact parking spaces and their required maneuvering space. Leaving parking spaces unmarked increases parking efficiency. Staff estimates this solution would reduce the available parking in Old Town by 5% to10%.

FISCAL IMPACT:

Item Description	No Parking Signs	Curb Painting	Signs and Painting	Parking Space Markings
Initial Cost (labor and materials)	$18,000	$27,000	$45,000	$2,500
Life Cycle	10 years	1 year	10 years/1 year	5 years
Ongoing Maintenance Cost (annualized labor and materials)	$1,800	$27,000	$28,800	$500

The 2015 budget does not include funding to implement any of these options. Consequently, if Council wants staff to implement any of these options, it will require a subsequent budget amendment.

RECOMMENDATION:
Staff asks for Council direction on whether to (1) implement any of the options described above in 2015 and request a subsequent budget amendment, (2) identify a preferred alternative and proposed funding in the 2016 budget for implementation in 2016, or (3) maintain the existing level of parking markings and enforcement.

SUBJECT: **DISCUSSION/DIRECTION – SPECIAL EVENT PERMITTING**

DATE: **JULY 14, 2015**

PRESENTED BY: **MEREDYTH MUTH, PUBLIC RELATIONS MANAGER**

BACKGROUND:
In June, members of the City Council asked staff how special event permits are issued and if staff limits or denies events that may compete with another event in town. Staff does not limit permits or make any determinations as to what events may or may not compete with other events. Currently, any applicant who submits a complete application and can meet the conditions placed on the event is permitted.

The item that most frequently limits events is the availability of a facility (Community Park and Steinbaugh Pavilion being the two most heavily used). The conditions staff places on events include but are not limited to:

- Fees for Police presence
- $500 damage deposit
- Hours for amplified sound or live music
- Event notification for surrounding or affected neighbors
- A medical plan approved by the Fire District
- Additional portolets
- Approve traffic control plan

That said, the following events do get priority booking of facilities: City events (Fall Festival, Concerts in the Park); the Downtown Business Association's Street Faire; Chamber of Commerce's Taste of Louisville and Pints in the Park, and the Farmer's Market.

Fees:
Council asked staff if we charge a lower rate for non-profit event permits compared to for profit events. We do not. Past experience has been that many organizations will bring on board a non-profit 501c3 simply to use their name to apply for the permit. This has been a frequent case with liquor permits as State law requires Special Event Liquor Permits only be given to a non-profit. When this happens, staff works with the applicant on permitting issues only to find the applicant is really in name only and the group actually working the event is someone else. This has created communication problems with some events and leads to a problem with who is agreeing to conditions on a permit and who is providing insurance for the event.

The DBA and the Chamber are not charged fees for their special event permits as the City is a cosponsor of their events either directly with funding (Street Faire, Parade of Lights) or indirectly with in kind donations of City staff time and equipment (Street Faire, Taste of Louisville, Parade of Lights).

When fees are updated at the end of the year, staff will be recommending increasing the special event permit fee in 2016. Currently the fee is $200, and it does not cover the staff time involved in reviewing and approving a permit. Permit review takes an estimated 15-20 hours of staff time spread across the following departments: City Manager's Office, Police Department, Operations, and Parks (and the Fire District). At this time staff is considering doubling the fee to $400.

SUMMARY:
Staff does not think it is appropriate for permits to be reviewed to determine if an event competes with another event in town. As these are public spaces, anyone who applies and can meet the City's permitting criteria should be allowed to use the space. Additionally, if staff is to review for competing events where do we draw that line? We have multiple running events in town ranging from 5K events to half-marathons. Do we base restrictions on who applies first, who is bringing the most (or least) runners, who the sponsors are, returning events versus new events?

Staff has heard from applicants that our process is still easier than Boulder's and many of the applicants came here specifically because of that. Given the current high level of interest in special events of all kinds, we do not see a reduction in permit applications or events in the immediate future.

FISCAL IMPACT:
None

RECOMMENDATION:
Discussion/Direction

ATTACHMENT(S):
1. Link to Special Event Permit
2. June 15 Letter from Chamber of Commerce

Meredyth Muth

From: Louisville Chamber <info@louisvillechamber.com>
Sent: Monday, June 15, 2015 2:31 PM
To: City Council
Subject: Pints in the Park Conflict

Dear Mayor & City Council,

I wanted to bring something to your attention. Friday I received a call from the Lafayette Chamber telling me that a couple of their breweries were talking about a beer fest that was happening in Louisville called the Rocky Mountain Pizza and Pints Festival. It is put on by Boulder Creek Events and will be taking place on July 18th at Community Park. That is just one month before our Pints in the Park that we have scheduled for August 29th in Community Park. We applied for our Special Event permit at the beginning of the year and was approved. I was very surprised that an event so close to ours, not only the date but the venue as well, would be okayed by the City. I talked to Meredyth and she explained that staff went on Councils recommendation to not limit events in Louisville. While I understand that Council does not want to limit events, I have to say that we (the Board and myself) are very concerned that this will definitely affect our event. Considering that Boulder Creek Events will have many of the same breweries, same venue and even uses "pints" in their name, we feel this will have a very negative impact on our event. They are advertising it as an event that they plan on holding annually, which again is the same as ours.

I understand that staff was told not to limit events, but I do believe there are other factors that should be taken into consideration before making the decision to approve Special Event applications. I know that Louisville prides itself on the wonderful events that we have for our citizens, but I do think variety and not quantity is a better way to look at them. We have the Street Faire, Music in the Park, Movies in the Park, Taste of Louisville, Labor Day Parade, etc. These all have a great attendance and are considered "special" because they are unique. That is how the Chamber feels about our Pints in the Park. Plus, the money made from this fundraiser has helped the Chamber give back to our business community.

Please feel free to contact me at any time. If it is after work hours, you can contact me on my cell phone, [redacted].

Thank you!
Shelley

Shelley Angell, Executive Director
Louisville Chamber of Commerce
901 Main St.
Louisville, CO 80027
303-666-5747
www.louisvillechamber.com

City of Louisville
COLORADO • SINCE 1878

COUNCIL COMMUNICATION
ITEM 8H

SUBJECT: **SALE OF 637 FRONT STREET**

1. **RESOLUTION NO. 48, SERIES 2015 – A RESOLUTION APPROVING A PURCHASE AND SALE AGREEMENT FOR THE CITY'S DISPOSITION OF PROPERTY LEGALLY DESCRIBED AS LOTS 1 AND 2, BLOCK 4, TOWN OF LOUISVILLE, BOULDER COUNTY, COLORADO, AND AUTHORIZING CERTAIN ACTIONS IN CONNECTION THEREWITH**

2. **ORDINANCE NO. 1698, SERIES 2015 – AN ORDINANCE AUTHORIZING THE SALE AND CONVEYANCE OF PROPERTY OWNED BY THE CITY AND DESCRIBED AS LOTS 1 AND 2, BLOCK 4, TOWN OF LOUISVILLE AND APPROVING A PARKING LEASE AGREEMENT AND REVOCABLE LICENSE AGREEMENT IN CONNECTION WITH SUCH SALE – 1st Reading – Set Public Hearing 07/28/2014**

DATE: **JULY 14, 2015**

FROM: **AARON DEJONG, ECONOMIC DEVELOPMENT**

SUMMARY:
Brendan McManus, the owner of Lucky Pie Pizza and Front Street Ventures, LLC, submitted an offer to purchase Lots 1-2, Block 4 in the Town of Louisville, the northern two lots of the property the City owns at the corner of Pine and Front Streets addressed as 637 Front Street. City Council requested a Purchase and Sale Agreement be prepared outlining terms and conditions of the sale for consideration.

The main terms of the Purchase and Sale Agreement are as follows:

- Sale of Lots 1 and 2, Block 4, Town of Louisville to Front Street Ventures, LLC. This land encompasses generally the land north of the southern wall of the Lucky Pie/Sweet Cow building upon the Property.
- Sale price is $1,200,000, due at closing
- Lucky Pie will lease 12 parking spaces upon property the City owns for $9,000 per year
- A revocable license is included to the Purchaser as a portion of the loading dock sits on land not being sold. The loading dock would need to be removed at Purchaser's expense if the City so desires.
- A restrictive covenant will be placed upon the sold land limiting any redevelopment to a two-story building with a maximum height of 30 feet.

BACKGROUND:
The City acquired the former Post Office property (Lots 1-6) in November 2008 from Decker-Stahr Properties for $1,500,000. In press reports, Mayor Sisk noted the property was acquired to (1) ensure that there is adequate parking on the West as well as the East sides of the railroad tracks when the commuter rail station opens in 2014 (which was the expectation at the time), (2) help establish successful mixed-use development in downtown, and (3) make certain the development fits in appropriately with the unique character of downtown Louisville.

The City leased the building to the then existing tenant, the U.S. Postal Service, for $83,500 per year until March 31, 2009, when the USPS terminated the lease. Over the following year, the City engaged a Realtor to list the property for lease and considered various concepts and letters of intent for the site, but all of the prospects for redevelopment were stymied by the inability to find financing during the tough economic times. After issuing a formal RFP in the Spring of 2010, the City received two letters of intent from prospective tenants, and on May 12, 2010, the Council approved a lease with Lucky Pie LLC for the main building at 637 Front Street, what is now Lucky Pie and Sweet Cow. The initial 5-year term ended April, 30, 2015 and the one 5-year extension term began. Council approved a second lease with Altan Alma Organics for the southern portion of the property. This lease ran until it was terminated May 1, 2015. The lease payments to the City from this property are $78,646 for 2015.

Lucky Pie and Sweet Cow have proven to be strong additions to the downtown being a destination restaurant for residents and visitors to Louisville. The two businesses have invested over $300,000 in improvements to the former Post Office building for electrical, HVAC, and tenant improvements. In 2012 the City repaved and expanded the parking lot for $65,000 and added 24 spaces to serve parking demand in downtown. Lot 6, the southernmost portion of the property, will be transformed into additional surface parking in 2015.

Staff engaged William Graff and Company from Boulder to perform a commercial appraisal in January 2013. Graff conducted an analysis to determine a value for Lots 1-5 of the property, the land encompassing the building and all the current surface parking. Lot 6 is the property formerly leased to Altan Alma Organics.

The January 2013 appraisal determined a value for Lots 1-5 of $1,100,000 assuming the property has the existing lease in place, and a value of $1,360,000 if the property had a market rate lease of $15 per square foot. Noting this appraisal is now 2.5 years old, the Lucky Pie lease has remained unchanged, so a new appraisal would likely result in a higher value for Lots 1-5, but not a significant increase in the values above because the value is still constrained by the existing lease. The proposed purchase price of $1,200,000 is for Lots 1 and 2, which consists of approximately 5,200SF of building on about 13,443SF of land, while the 2013 appraisal at $1,100,000 was for Lots

1-5 consisting of the building and approximately 33,600SF of land. Staff did not have the appraisal updated.

DISCUSSION:
Brendan McManus submitted a purchase offer for Lots 1 and 2 of the property in January 2015. In an executive session, City Council gave staff negotiating strategy to prepare a sale agreement for Lots 1 and 2. Staff and McManus have worked to develop the attached Purchase and Sale Agreement with additional agreements including:

- Parking Lease Agreement,
- Revocable License, and
- Development Restriction.

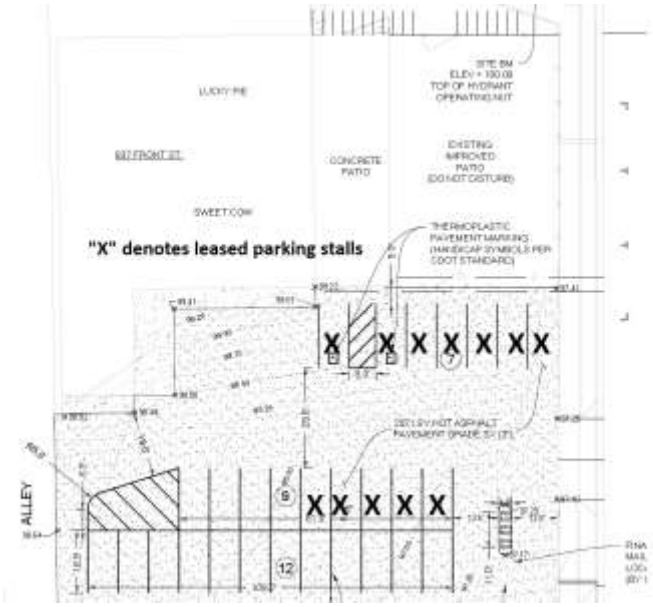
The following is a list of the main points in the Purchase and Sale Agreement and the other attached agreements.

Purchase and Sale Agreement

- Sale of Lots 1 and 2, Block 4, Town of Louisville (generally the restaurant building and artificial turf area).
- Purchase Price: $1,200,000. Deposit of $60,000 with balance due at Closing.
- 60 Day examination period.
- Purchaser shall have an ALTA survey prepared for the Property.
- Closing to occur within 120 days of execution of the Agreement
- Purchaser may assign the Agreement to a different entity wholly owned by Purchaser.
- Purchaser's related entity will agree to terminate the existing lease upon the Property.
- Parties agree to the Revocable License on Lot 3, the Parking Lease on Lot 3, and a Development Restriction on Lots 1 and 2.

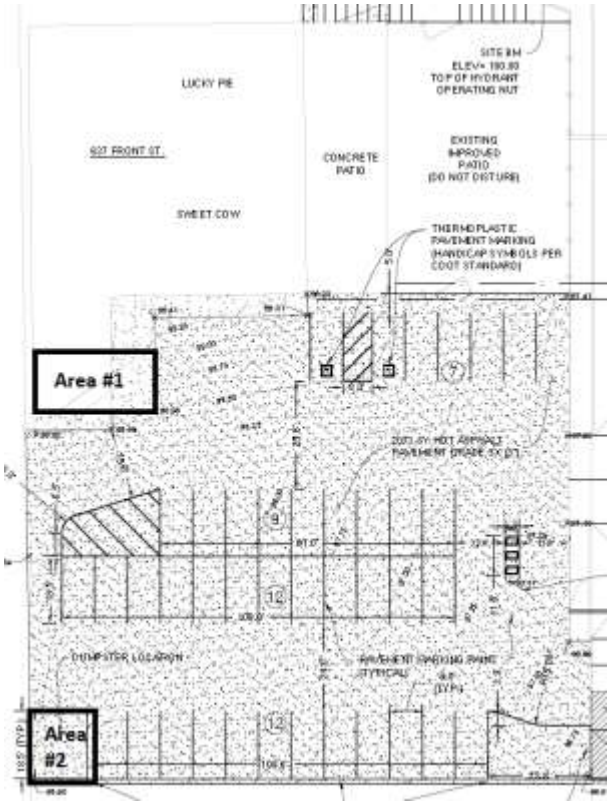
Parking Lease Agreement
Lots 1 and 2 do not provide sufficient parking for the restaurant to have sufficient off-street parking to meet the City's parking requirements. The Parking Lease between the City and Lucky Pie is for 12 spaces on Lot 3, of which the City will retain ownership. The main terms of this Lease are:

- 12 stalls on Lot 3 as depicted in the attached graphic.
- Annual lease of $9,000, increasing yearly tied to the Consumer Price Index.
- 10 year term.
- City may relocate the parking stalls as long as they are within 500 feet of the restaurant.



Revocable License

A portion of the loading dock on the southern portion of the restaurant is on the City's Lot 3. This Revocable License will allow this portion of the loading dock to remain. Purchaser will be responsible for its care and maintenance. City may terminate the License with 120 day notice and Purchaser must remove the building on Lot 3 at their sole expense.



Development Restriction
Purchaser agrees to a development restriction on Lots 1 and 2 to limit a redevelopment of the property to no more than a two-story building at a maximum height of 30 feet.

Mr. McManus submitted the offer because the Lucky Pie restaurant and Drew Honness's Sweet Cow have proven this location to be a lasting endeavor and would like to continue to reinvest significantly in the property. He would like to make improvements to the north side of the building to enhance the bar and restaurant area, improve the main dining area, and improve the kitchen area to accommodate the growth of the restaurant. He would be comfortable in making such investments only if he owned the building.

FISCAL IMPACT:
The sale would net $1,200,000 in 2015 and annual parking lease revenue of $9,000 per year. This revenue is unbudgeted and would be placed in the General Fund.

RECOMMENDATION:
Staff recommends approving the Purchase and Sale Agreement as it provides several benefits to the City:

- The purchase price is greater than the as-is appraisal conducted in January 2013 for Lots 1-5. This sale is only for Lots 1 and 2.
- Allows for Lucky Pie to reinvest in the property.
- Helps to ensure a successful Louisville business remains in the community.
- Unencumbers 16 existing parking spaces as the current lease with Lucky Pie will be terminated.
- City receives $9,000 in annual parking lease revenue. Assuming a 5% capitalization rate, this revenue translates into an investment value of $180,000.
- Ensures a maximum two story building on a key downtown corner should the property be redeveloped.

This property was purchased in 2008 as a location to build a mixed-use building with parking to accommodate its uses. Selling 1/3 of the City's property in this location limits the development potential of the remaining land. However, to achieve a full redevelopment of the City's land would require removing the Lucky Pie building, which many residents would say is a quintessential example of Louisville's small town character.

The remaining City land (Lots 3-6) can still accommodate a parking structure. The parking structure in Boulder at 11th and Spruce Streets has a footprint that would fit on the remaining city-owned land.

Staff recommends the resolution approving the Purchase and Sale Agreement with Front Street Ventures, LLC, the 1st reading of the attached ordinance, and setting a public hearing for the 2nd reading of the Ordinance for July 28, 2015.

ATTACHMENTS:

1. Staff Presentation
2. Resolution approving Purchase and Sale Agreement
3. 1st Reading of Ordinance disposing of City Property
4. Purchase and Sale Agreement with exhibits
5. Link to January 2013 Appraisal for 637 Front

City of Louisville
COLORADO • SINCE 1878

Sale Contract for 637 Front Street

Aaron DeJong
Economic Development
July 14, 2015

Background

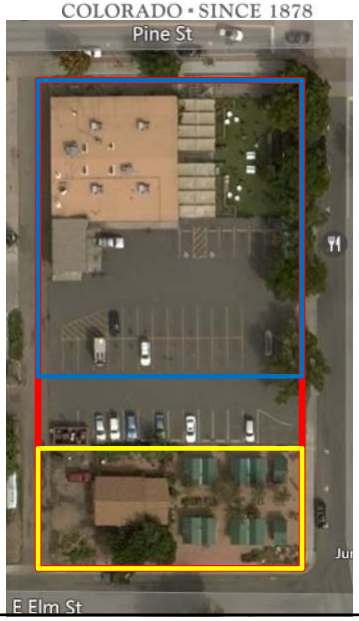
City of Louisville
COLORADO • SINCE 1878

- City Purchased Property in 2008
- Lots 1-6
- $1,500,000 purchase price
- 637 Front and 611 Front addresses
- Leased to USPS for $83,500 per year until 3/31/2009

Background

City of Louisville
COLORADO • SINCE 1878

- In 2010, leased 637 Front to Lucky Pie (10-year lease)
- 611 Front Leased to Radcliff Upholstery and Altan Alma Organics (ended May 1, 2015)



Background

City of Louisville
COLORADO • SINCE 1878

- Lucky Pie and Sweet Cow are strong additions to downtown
- Have invested over $300,000 in the building and site
- City expanded parking in 2012
- More parking on Lot 6 in 2015

Background

City of Louisville
COLORADO • SINCE 1878

- Restaurant wants to continue to invest in the property.
- Needs to own to be comfortable to reinvest
  - Long term view of the property
- Planning to improve:
  - Kitchen
  - Front of House
  - Bar Area

Background

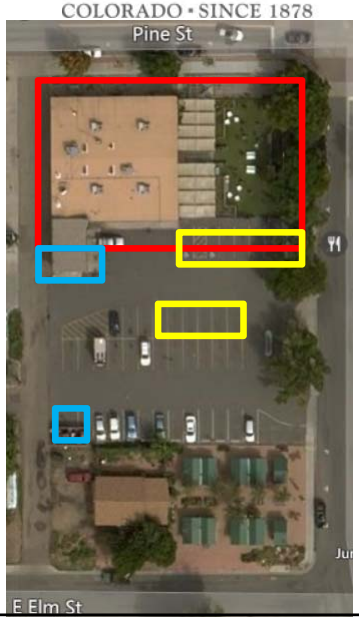
City of Louisville
COLORADO • SINCE 1878

- Commercial Appraisal done in 2013
  - Graff Appraisals
  - Looked at Lots 1-5 (purchase is for Lots 1-2)
- With the existing lease
  - $1,150,000
- If lease was a market lease ($15/sf)
  - $1,360,000

Summary

City of Louisville
COLORADO • SINCE 1878

- Offer to Purchase Lots 1-2 from Front Street Ventures, LLC
- Revocable License
  - Loading Dock
  - Trash Enclosure
- Parking Lease
  - 12 Spaces
- Development Restriction on Height and # of Stories



Sale Agreement

City of Louisville
COLORADO • SINCE 1878

- Sale of Lots 1 and 2, Block 4, Town of Louisville (generally the restaurant building and artificial turf area).
- Purchase Price: $1,200,000. Deposit of $60,000 with balance due at Closing.
- 60 Day examination period.
- Purchaser shall have an ALTA survey prepared for the Property.
- Closing to occur within 120 days of execution of the Agreement

Sale Agreement

City of Louisville
COLORADO • SINCE 1878

- Purchaser may assign the Agreement to an different entity wholly owned by Purchaser.
- Purchaser's related entity will agree to terminate the existing lease upon the Property.
- Parties agree to the Revocable License upon Lot 3, the Parking Lease upon Lot 3, and a Development Restriction upon Lots 1 and 2.

Revocable License

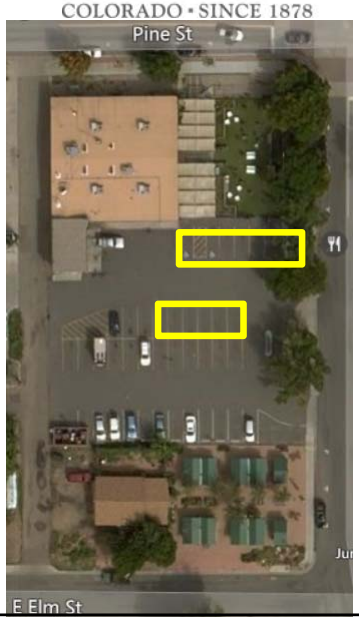
City of Louisville
COLORADO • SINCE 1878

- Allows portion of the loading dock to remain
- Trash enclosure to remain.
- Purchaser will be responsible for its care and maintenance.
- City may terminate with 120 day notice
  - Purchaser must remove the building on Lot 3 at their sole expense.

Parking Lease

City of Louisville
COLORADO • SINCE 1878

- Sale area doesn't meet the City's parking requirements.
- 12 stalls upon Lot 3
- Annual lease of $9,000, increasing by CPI.
- 10 year term.
- City may relocate the parking stalls as long as they are within 500 feet of the restaurant.



Development Restriction

City of Louisville
COLORADO • SINCE 1878

- Limits the Property to no more than;
  - a two-story building at a
  - maximum height of 30 feet.
- Preserves a smaller building on the SW corner of Pine and Front.

Recommendation

City of Louisville
COLORADO • SINCE 1878

- The purchase price of $1,200,000 is greater than the as-is appraisal conducted in January 2013 for Lots 1-5. This sale is only for Lots 1 and 2.
- Allows for Lucky Pie to reinvest in the property.
- Helps to ensure a successful Louisville business remains in the community.
- Unencumbers 16 existing parking spaces.
- Remaining land can still accommodate parking.
- City receives $9,000 in annual parking lease revenue.
- Ensures a maximum two story building on a key downtown corner should the property be redeveloped.

1125 Pine Street

City of Louisville
COLORADO • SINCE 1878

Actions Recommended and Requested:

1. Resolution approving Purchase and Sale Agreement, Parking Lease, Revocable License, and Development Restriction for Lots 1 and 2 Block 4, Town of Louisville
2. First reading of Ordinance
3. Set Public Hearing and second reading for July 28, 2015.

RESOLUTION NO.48
SERIES 2015

A RESOLUTION APPROVING A PURCHASE AND SALE AGREEMENT FOR THE CITY'S DISPOSITION OF PROPERTY LEGALLY DESCRIBED AS LOTS 1 AND 2, BLOCK 4, TOWN OF LOUISVILLE, BOULDER COUNTY, COLORADO, AND AUTHORIZING CERTAIN ACTIONS IN CONNECTION THEREWITH

WHEREAS, the City of Louisville desires to dispose of certain real property consisting of approximately 14,000 square feet to Front Street Ventures, LLC (the "Purchaser"), and legally described as Lots 1 and 2, Block 4, Town of Louisville, County of Boulder, State of Colorado (the "Property"); and

WHEREAS, the City desires to sell the Property to Purchaser, and there has been submitted to City Council a Purchase and Sale Agreement ("Purchase Contract") for sale and purchase of the Property upon terms and conditions mutually agreeable to the City and Purchaser; and

WHEREAS, the City Council by this Resolution desires to approve the Purchase Contract and approve other actions in connection with the acquisition of the Property; and

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

Section 1. That certain Purchase and Sale Agreement between the City of Louisville and Front Street Ventures, LLC, for the City's disposition of the Property (the "Purchase Contract"), a copy of which Purchase Contract accompanies this Resolution, is hereby approved.

Section 2. The Mayor and City Manager, or either of them, is authorized to execute the Purchase Contract, except that the Mayor and City Manager are hereby granted the authority to negotiate and approve such revisions to said Purchase Contract as they determine are necessary or desirable for the protection of the City, so long as the essential terms and conditions of the Purchase Contract are not altered.

Section 3. The Mayor, City Manager, City Clerk and City Staff are further authorized to do all things necessary on behalf of the City to perform the obligations of the City under the Purchase Contract, and are further authorized to execute and deliver any and all documents necessary to effect the sale of the Property under the terms and conditions of said Purchase Contract, including but not limited to execution and delivery of closing documents required by the Purchase Contract or the title company in connection with closing.

Section 4. All actions heretofore taken (not inconsistent with the provisions hereof) by or on behalf of the City by the officers or agents of the City and relating to the Purchase Contract and the sale of the Property are hereby ratified, approved and confirmed.

PASSED AND ADOPTED this 14th day of July, 2015.

_____
Robert P. Muckle, Mayor

ATTEST:

_____
Nancy Varra, City Clerk

ORDINANCE NO. 1698
SERIES 2015

AN ORDINANCE AUTHORIZING THE SALE AND CONVEYANCE OF PROPERTY OWNED BY THE CITY AND DESCRIBED AS LOTS 1 AND 2, BLOCK 4, TOWN OF LOUISVILLE AND APPROVING A PARKING LEASE AGREEMENT AND REVOCABLE LICENSE AGREEMENT IN CONNECTION WITH SUCH SALE

WHEREAS, the City of Louisville is the owner of certain real property legally described as Lots 1 and 2, Block 4, Town of Louisville, County of Boulder, State of Colorado, and having a street address of 637 Front Street (hereinafter the "Property"); and

WHEREAS, the City acquired Lots 1-6, Block 4 as authorized by Ordinance No. 1540, Series 2008, wherein the City determined that the property was not being acquired for any park, open space, or governmental purpose, but as a general asset of the City, and that all or portions of the property, and any interest, licenses, rights or privileges therein, may be sold, leased, conveyed or disposed of, in whole or part, as determined by subsequent action of the City Council; and

WHEREAS, the City Council desires to sell the Property and pursuant to Resolution No. 48, Series 2015, the City Council has approved a Contract to Buy and Sell Real Estate (the "Purchase Contract") for sale of the Property to Front Street Ventures, LLC, a Colorado limited liability company and/or assigns for $1,200,000; and

WHEREAS, the City Council desires to authorize the sale and conveyance of the Property in accordance with the terms and conditions of the Purchase Contract; and

WHEREAS, the City Council has determined that the Property is not and will not be needed for any public purposes, and is not and will not be used or held for park purposes or any other governmental purpose; and

WHEREAS, in connection with the sale of the Property, the City Council desires to enter into a Parking Lease Agreement with Lucky Pie Management Company for the lease of a number of parking spaces on Lot 3, Block 4 for operation of the restaurant; and

WHEREAS, in connection with the sale of the Property, the City Council further desires to grant to Front Street Ventures, LLC a revocable license to use and occupy portions of adjoining City-owned lots for conduct of restaurant operations; and

WHEREAS, the City Council has determined it is in the best interest of the City and its citizens to sell and convey the Property upon the terms and conditions set forth herein.

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

Section 1. The City Council hereby approves the sale and conveyance from the City to Front Street Ventures, LLC and/or assigns (the "Purchaser") of the Property legally described as Lots 1 and 2, Block 4, Town of Louisville, County of Boulder, State of Colorado and having a street address of 637 Front Street, for a purchase price of $1,200,000.

Section 2. The sale and conveyance of Property shall be upon the terms and conditions set forth in that certain Contract to Buy and Sell Real Estate ("Purchase Contract") between the City and the Purchaser, which Purchase Contract was approved by City Council Resolution No. 48, Series 2015, and which terms and conditions are incorporated herein by reference as though set forth in full.

Section 3. The City Council hereby approves the Parking Lease Agreement and the Revocable License Agreement that are proposed in connection with the sale of the Property, in the forms of such Agreements as accompany the Purchase Contract.

Section 4. The Mayor, City Manager or either of them is authorized to execute such Purchase Contract and, at closing, to execute the Parking Lease Agreement and Revocable License Agreement, and are hereby further granted the authority to negotiate and approve such revisions to said Purchase Contract, Parking Lease Agreement and Revocable License Agreement as the Mayor or City Manager determines are necessary or desirable for the protection of the City, so long as the essential terms and conditions of the Purchase Contract are not altered.

Section 5. The Mayor, City Manager or either of them, as well as the City Clerk and City Staff are further authorized to execute and deliver all documents necessary in connection with the sale of the Property and to do all things necessary on behalf of the City to perform the obligations of the City under such Purchase Contract, including without limitation the execution and delivery of the Parking Lease Agreement, the Revocable License Agreement, and all other documents necessary or required by the title company in connection with the sale of the Property.

Section 6. 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.

INTRODUCED, READ, PASSED ON FIRST READING, AND ORDERED PUBLISHED this 14th day of July, 2015.

_____
Robert 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 28th day of July, 2015.

_____
Robert Muckle, Mayor

ATTEST:

_____
Nancy Varra, City Clerk

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this "Agreement") is made as of the _____ day of _____ 2015 (the "Effective Date"), by and between FRONT STREET VENTURES, LLC, a Colorado limited liability company ("Purchaser"), and CITY OF LOUISVILLE, COLORADO, a Colorado home rule municipal corporation ("Seller").

RECITALS

A. Seller owns those certain parcels or tracts of land described on Exhibit A attached hereto and by this reference incorporated herein containing in aggregate approximately 14,000 square feet of land, with a 5,800 square foot building upon the land.

B. Seller desires to sell to Purchaser, and Purchaser desires to purchase from Seller, upon the terms and subject to the conditions of this Agreement, such land, as described on Exhibit A (as further defined herein below the "Land").

COVENANTS

IN CONSIDERATION of the foregoing and the mutual agreements herein, the parties hereto agree as follows:

ARTICLE 1.
PURCHASE AND SALE

1.1 Purchase and Sale. Subject to the terms and conditions of this Agreement, Seller agrees to sell and convey and Purchaser agrees to purchase and pay for the following described property: (a) The Land together with all estates, rights, hereditaments, easements and rights of way appurtenant thereto; (b) all right, title and interest of Seller, if any, in and to any oil, gas and other minerals laying under the Land; (c) Seller's interest, if any, in all permits, construction plans, studies, analysis, governmental approvals, development rights, utility rights (including any rights to water and sewer taps) and similar rights related to the Land, whether granted by governmental authorities or private persons and (d) the contracts and agreements related to the Property that Purchaser elects to assume ("Contracts") (collectively, the "Property").

1.2 Purchase Price. The purchase price ("Purchase Price") for the Property is One Million Two Hundred Thousand and 00/100 Dollars ($1,200,000.00), and shall be payable as follows:

1.2.1 Sixty Thousand Dollars ($60,000.00) (the "Deposit") shall be paid by Purchaser to Land Title Guarantee Company, Water Street Building, 2595 Canyon Blvd, Boulder, CO 80302 (the "Title Company") in cash or by certified or wire transfer funds within three (3) business days following the Effective Date.

1.2.2 The balance of the Purchase Price, shall be paid by Purchaser at the closing of the purchase and sale provided for in Article 5 (the "Closing") by bank cashier's check or certified check made payable to Seller or by wire transfer of federal funds to an account designated by Seller.

1.3 Deposit Generally. This Agreement shall terminate if Purchaser fails to pay the Deposit, or any portion thereof, within the time period specified therefor. The Deposit will be held by the Title Company in an interest-bearing account as an earnest money deposit and part payment of the Purchase Price and credited to Purchaser at the Closing; reference herein to the Deposit shall mean and include all interest earned thereon. The Deposit shall be applicable to the Purchase Price and shall be fully refundable until the end of Purchaser's Examination Period (as defined in Section 4.1) at which time the Deposit will become non-refundable. Written notice of rejection by Purchaser shall be an automatic termination of the Agreement and Purchaser shall immediately receive a full refund of the Deposit from the Title Company. The Title Company shall hold and disburse the Deposit in accordance with the terms of this Agreement unless otherwise directed by written notice signed by Purchaser and Seller.

ARTICLE 2.
DOCUMENTS TO BE DELIVERED TO PURCHASER

2.1 Documents to be Delivered to or Obtained by Purchaser. On or before ten (10) calendar days following the Effective Date, Seller will provide Purchaser with any existing survey(s) of the Property as well as all of the documents referred to in Section 1.1 (c) and 1.1 (d) above, if any, which are in the possession of Seller. Purchaser shall either update the existing survey or obtain a new ALTA survey at its sole cost which shall be certified to Purchaser, Seller and the Title Company ("Survey"). Within ten (10) calendar days after the Effective Date, Seller shall deliver to Purchaser, at Seller's expense, a title insurance commitment issued by the Title Company showing the status of record title to the Property (a "Commitment") and committing to insure, subject to the exceptions and requirements set forth therein, title to the Property in Purchaser in the amount of the Purchase Price under an Owner's Policy of Title Insurance, ALTA Form 1992 with standard printed exceptions deleted (subject to any matters disclosed by the Survey) ("Owners Policy"). Seller shall cause the Title Company to deliver to Purchaser legible copies of all recorded documents referred to in the Commitment, together with copies of any covenants to which the Property will be subjected at or before Closing. Extended title coverage or endorsements will be issued only at the request of the Purchaser and will be at Purchaser's sole expense. The Commitment, together with the Schedule B-2 documents referenced therein are referred to collectively herein as "Title Documents." The Title Documents, Survey, and any other document, report or information relative to the Property that is delivered to or obtained by Purchaser are sometimes collectively referred to herein as "Property Information."

ARTICLE 3.
REPRESENTATIONS AND WARRANTIES

3.1 Seller's Representations. Seller represents and warrants to Purchaser as of the date of this Agreement and as of the Closing Date as follows:

3.1.1 Seller is a municipal corporation duly organized and legally existing under the laws of the State of Colorado. The person executing this Agreement on behalf of Seller has the authority so to act.

3.1.2 Subject to the conditions herein, this Agreement constitutes the legal, valid and binding obligation of Seller and is enforceable against Seller in accordance with its terms.

3.1.3 To Seller's actual, present knowledge, the performance by Seller under this Agreement is consistent with and not in violation of, and will not create any default under, any contract, agreement or other instrument to which Seller is a party, any judicial order or judgment of any nature by which Seller or the Property is bound.

3.1.4 To Seller's actual, present knowledge, Seller has received no written notice alleging any violation of Environmental Laws (defined below) with respect to the Property.

3.1.5 To Seller's actual, present knowledge, there is no litigation pending or, to Seller's actual, present knowledge, threatened, which would affect the Property or Seller's ownership thereof.

3.1.6 Seller is not a "foreign person" within the meaning of Sections 1445(f)(3) and 7701(a)(30) of the Internal Revenue Code and Seller will furnish to Purchaser at Closing an affidavit confirming the same.

3.1.7 Except as set forth in Section 9.14 of this Agreement, the Land will be conveyed by Seller to Purchaser free and clear of all leases, tenancies and rights of possession by other parties claiming through the City of Louisville.

3.1.8 Seller shall notify Purchaser in writing if, at any time prior to Closing, there are any material changes to the foregoing representations and warranties adverse to Purchaser and in such event Purchaser has the right, but not the obligation to terminate this Agreement within three (3) business days after said notice is delivered by Seller, whereupon the Deposit in full shall be returned to Purchaser from the Title Company.

3.2 Purchaser's Representations. Purchaser hereby represents and warrants to Seller as of the date of this Agreement as follows:

3.2.1 Purchaser is a Colorado corporation duly formed and in good standing under the laws of the State of Colorado.

3.2.2 This Agreement constitutes the legal, valid and binding obligation of Purchaser and is enforceable against Purchaser in accordance with its terms. The execution and delivery of this Agreement, and Purchaser's performance under this Agreement, are within Purchaser's powers and have been duly authorized by all necessary company action. The person executing this Agreement on behalf of Purchaser has the authority to so act.

3.3 Disclaimer of Certain Representations and Warranties.

3.3.1 Purchaser acknowledges that Seller is affording Purchaser the opportunity for full and complete investigations, examinations and inspections of the Property.

Except as specifically set forth herein, Purchaser acknowledges and agrees that Seller has not made any independent investigation or verification of, nor has any knowledge of, the accuracy or completeness of any of the Property Information and the Property Information is being furnished to Purchaser at its request and for the convenience of Purchaser. Purchaser is relying solely on its own investigations of the Property and is not relying in any way on Property Information furnished by Seller. Seller expressly disclaims any representations or warranties with respect to the accuracy or completeness of the Property Information and any duty of disclosure provided in this Agreement, and Purchaser releases Seller and Seller's officers, employees, agents and representatives, from any and all liability with respect to the Property Information and the Property, except for the warranty of title set forth in the special warranty deed delivered at Closing.

3.3.2 Purchaser acknowledges that it is purchasing the Property based solely on its inspection and investigation of the Property and that Purchaser will be purchasing the Property "AS IS" and "WITH ALL FAULTS" based upon the condition of the Property as of the date of the Closing. Without limiting the foregoing, Purchaser acknowledges that, except as expressly set forth in this Agreement, Seller, its officers, employees, agents and representatives have not made, do not make and specifically negate and disclaim any representations, warranties, promises, covenants, agreements or guaranties of any kind or character whatsoever, whether express or implied, oral or written, with respect to the Property, including, without limitation, the condition of the Land, the existence or nonexistence of Hazardous Materials (defined below), water or water rights, development rights, taxes, bonds, covenants, conditions and restrictions, topography, drainage, soil, subsoil, utilities, zoning, or other rules and regulations affecting the Property. SELLER MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF CONDITION, HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE PROPERTY. As used herein, the term "Hazardous Materials" means (i) hazardous wastes, hazardous substances, hazardous constituents, toxic substances or related materials, whether solids, liquids or gases, including, but not limited to substances defined as "hazardous wastes," "hazardous substances," "toxic substances," "pollutants," "contaminants," "radioactive materials," or other similar designations in, or otherwise subject to regulation under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. § 9601 et seq.; the Toxic Substance Control Act, 15 U.S.C. § 2601 et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. § 1802; the Resource Conservation and Recovery Act, 42 U.S.C. § 9601 et seq.; the Clean Water Act, 33 U.S.C. § 1251 et seq.; the Safe Drinking Water Act, 42 U.S.C. § 300(f) et seq.; the Clean Air Act, 42 U.S.C. § 7401 et seq.; and in any permits, licenses, approvals, plans, rules, regulations or ordinance adopted, or other criteria and guidelines promulgated pursuant to the preceding laws or other similar federal, state or local laws, regulations, rules or ordinances now or hereafter in effect relating to environmental matters (collectively the "Environmental Laws"); and (ii) any other substances, constituents or wastes subject to any applicable federal, state or local law, regulation or ordinance, including any Environmental Law now or hereafter in effect, including but not limited to petroleum, refined petroleum products, waste oil, waste aviation or motor vehicle fuel, and asbestos.

3.3.3 Purchaser's failure to elect to waive the conditions pursuant to Section 4.1 or Section 4.2 shall be deemed an acknowledgment by Purchaser that Purchaser has inspected the Property, is thoroughly acquainted with and accepts its condition, and has reviewed, to the extent necessary, in its discretion, all the Property Information and Seller shall not be liable or bound in any manner by any oral or written information pertaining to the Property furnished by Seller, Seller's officers, employees, agents or representatives.

3.3.4 Upon closing, Purchaser shall assume the risk that adverse physical, environmental, governmental compliance, geotechnical and other conditions from whatever source may have been revealed by Purchaser's investigations, and Purchaser, upon closing, shall be deemed to have waived, relinquished and released Seller, and Seller's officers, employees, agents and representatives, from and against any and all claims, demands, causes of action, losses, damages, liabilities, costs and expenses of any kind or character, know or unknown, which Purchaser might have asserted or alleged against Seller or Seller's officers, employees, agents and representatives at any time by reason of or arising out of any latent or patent physical conditions, violations of applicable laws (including without limitation any Environmental Laws) and any and all other acts, omissions, events, circumstances or matters regarding the condition of the Property.

ARTICLE 4.
CONDITIONS PRECEDENT TO PURCHASER'S PERFORMANCE

The obligation of Purchaser to purchase the Property and Seller's right to delivery of the Deposit is subject to the satisfaction of the following conditions precedent in this Article 4 on or before the expiration of the Examination Period, and if the conditions are not so satisfied, the unsatisfactory conditions may either be waived by Purchaser in writing designated as a waiver, or Purchaser may terminate this Agreement in which event Purchaser shall be returned the Deposit in full from the Title Company and the parties will be released from all obligations hereunder other than those provisions hereof which expressly contemplate survival of termination.

4.1 Examination Period. Purchaser shall have until sixty (60) calendar days following the Effective Date (the "Examination Period"), in which to inspect and evaluate the Property to determine the suitability of the Property for Purchaser's intended use.

4.1.1 At any and all times during the term of this Agreement, Purchaser and Purchaser's representatives, agents, consultants and designees shall have the right to enter upon the Property, at Purchaser's own cost, for any purpose in connection with its proposed purchase, development or operation of the Property, including, without limitation, the right to make such inspections, investigations and tests as Purchaser may elect to make or obtain. In the event Purchaser does not close on the purchase of the Property pursuant to this Agreement, then Purchaser shall promptly restore the Property to the condition existing prior to performing any tests or activities on the Property, by Purchaser or at Purchaser's instance or request. Purchaser shall exercise care not to damage trees, curb or landscaping on the Property prior to Closing. Purchaser shall pay

promptly when due for all work performed on the Property by Purchaser, or at Purchaser's instance or request, including, without limitation, all inspection fees, appraisal fees, engineering fees and other expenses of any kind incurred by Purchaser relating to the inspection of the Property, all of which shall be the sole expense of the Purchaser. Any and all liens, whether threatened or actually filed, against any portion of the Property resulting from Purchaser's inspection of the Property, or as a result of work performed or materials supplied at Purchaser's instance or request, shall be satisfied and removed by Purchaser within five (5) business days after notice thereof is given to Purchaser. Purchaser shall indemnify, defend, protect and hold Seller harmless from any claims, injuries, losses, liens, judgments, liabilities, damages or expenses (including reasonable attorney's fees and costs) arising out of or incurred in connection with the activities of Purchaser, its agents, designees, or representatives, including entering onto or otherwise inspecting the Property hereunder, or arising from or in connection with any and all mechanic's liens and physical damage to property or persons arising out of any such entry by Purchaser or its agents, designees or representatives. The indemnification obligation of Purchaser hereunder shall survive the termination of this Agreement.

4.1.2 If on or before the expiration of the Examination Period, Purchaser determines for any reason or for no reason not to proceed with the acquisition of the Property, Purchaser may elect by written notice to Seller given on or before expiration of the Examination Period to terminate this Agreement, and upon giving such notice this Agreement shall terminate, the Deposit shall be returned to Purchaser by the Title Company, and the parties shall be released of all further obligations under this Agreement, except for those obligations which expressly survive termination hereof. If, however, Purchaser fails to give such notice, then the condition precedent set forth in Section 4.1 shall be deemed satisfied and this Agreement will continue in full force and effect. Upon termination of this Agreement, Purchaser will deliver to Seller all reports, studies, and similar documents (except for financial analysis prepared by Purchaser for the Property which are considered proprietary and shall not be provided to Seller by Purchaser) prepared for or by Purchaser concerning the Property at no cost to Seller and Seller may use such work product for any and all purposes.

4.2 Title Documents. Purchaser shall have thirty (30) calendar days after Purchaser's receipt of the Title Documents and Survey to object, in a writing delivered to Seller, to any matters shown on the Title Documents. Purchaser shall have thirty (30) calendar days after Purchaser's receipt of the ALTA survey(s) as contemplated in Section 2.1 above in which to object, in a writing delivered to Seller, to any matters shown on the Survey. If Seller is willing to cause the cure or removal of any of the matters to which Purchaser objects upon terms acceptable to Purchaser in Purchaser's sole and absolute discretion, which cure may, with Purchaser's consent, include insuring over such objectionable title matters, then Seller shall so notify Purchaser within ten (10) calendar days of Seller's receipt of Purchaser's notice. If Seller does not respond, or chooses not to cure or remedy all of Purchaser's objections, or if Seller is unable to remove any such matters, Purchaser may elect either: (a) to terminate this Agreement by delivery of written notice to Seller within ten (10) calendar days after Purchaser's receipt of Seller's notice and receive a full refund of the Deposit from the Title Company; or (b) to modify such objection and to complete the transaction as otherwise contemplated by this Agreement, with any reduction of the Purchase Price as may be mutually agreed upon by Purchaser and

Seller. If Seller elects to cure or remove any title or survey matters objected to by Purchaser, and Seller cannot thereafter cure or remove the same by Closing, Seller shall have the right, but not the obligation, to extend the Closing for a period of up to sixty (60) calendar days to attempt to cure, insure over or remove such exceptions or defects to the satisfaction of Purchaser. In the event of Purchaser's election to terminate this Agreement pursuant to this Section 4.2, upon Seller's receipt of Purchaser's written notice of such election, this Agreement shall terminate, the Deposit shall be returned to Purchaser from the Title Company, and the parties shall be released of all further obligations under this Agreement, except for those obligations which expressly survive termination hereof. If Purchaser does not elect to terminate this Agreement in accordance with this Section 4.2, Purchaser shall thereby be deemed to have indicated its acceptance of, and waiver of any and all objection to all matters, exceptions and requirements set forth on the Commitment or the Survey, and its acceptance of the status of title to the Property generally. At such time, all matters then shown on Schedule B-2 of the Title Commitment and the Survey shall be deemed "Permitted Exceptions," except that there shall be no exception for leases or tenancies.

ARTICLE 5.
THE CLOSING

5.1 The Closing. The Closing shall occur no later than one hundred twenty (120) calendar days after the Effective Date. Closing shall take place at 10:00 a.m. at the offices of the Title Company in Boulder, Colorado (the "Closing Date") or such earlier date or time or other place as the parties may agree in writing.

5.2 Obligations of Seller at Closing. Seller shall have the following obligations at Closing:

5.2.1 Seller shall execute, have acknowledged and deliver to Purchaser a special warranty deed conveying title to Purchaser to the Property subject only to the Permitted Exceptions free and clear of leases and tenancies.

5.2.2 Seller shall cause the Title Company to deliver to Purchaser either: (a) a current Owner's Policy on the Property to be issued pursuant to the Commitment showing no lien, encumbrance or other restriction other than the Permitted Exceptions; or (b) an unqualified written commitment from the Title Company to deliver such an Owner’s Policy.

5.2.3 Seller shall deliver to Purchaser an affidavit setting forth Seller's federal tax identification number and certification that it is not a "foreign person" within the meaning of the Internal Revenue Code.

5.2.4 Seller shall execute and deliver such other documents as are required by this Agreement or reasonably required by the Title Company to effectuate the transaction contemplated herein.

5.3 Obligations of Purchaser at Closing. Purchaser shall deliver the Purchase Price less the amount of the Deposit to Seller, subject only to the adjustments set forth in Section 5.4, by certified or bank cashier's check or by wire transfer of federal funds at Seller's direction. Purchaser shall execute and deliver such other documents as are required by this Agreement or reasonably required by the Title Company to effectuate the transaction contemplated herein.

5.4 Closing Costs. Closing costs and adjustments shall be allocated as follows:

5.4.1 Seller will pay the cost of the Owner's Policy of Title Insurance to be provided pursuant to the terms of this Agreement, one-half of any escrow or other Title Company closing fees, and the fees of Seller's counsel.

5.4.2 All real property taxes levied against the Property and other regular expenses, if any, affecting the Property shall be paid by Purchaser.

5.4.3 Purchaser shall pay the cost of recording the special warranty deed and other conveyance documents, all documentary fees and taxes, and any other documents to be recorded in connection with the closing, one-half of the escrow fees or other Title Company closing fees and the fees of Purchaser's counsel.

5.5 Closing Contingency. Purchaser acknowledges that Seller’s obligation to close on the sale of the Property is expressly contingent upon adoption by the City and final effectiveness of an ordinance authorizing transfer of the Land as required by the City Charter. In addition to all other rights and remedies of Purchaser and Seller hereunder, either party shall have the right to terminate this Agreement and make the same of no further force and effect in the event such ordinance is not finally effective as of the Closing Date or in the event any action whatsoever is commenced to defeat or enjoin the Seller’s performance under this Agreement; provided, however, that Seller shall also have the right, but not the obligation, to extend the Closing for a period of up to sixty (60) calendar days to attempt satisfy the foregoing contingency to the satisfaction of Purchaser.

ARTICLE 6.
DEFAULT AND TERMINATION

6.1 Time of Essence. Time is of the essence of the obligations of the parties.

6.2 Purchaser Default. If Purchaser shall fail to terminate this Agreement as provided in Section 4.1.2 or Section 4.2 and thereafter fails to consummate this Agreement for any reason other than Seller's default hereunder or following a condemnation under Article 7 or if Purchaser is otherwise in default of performing its obligations hereunder, then following written notice of such default given by Seller to Purchaser and the failure of Purchaser to cure such default within five (5) business days following receipt of such notice, Seller shall be entitled to terminate this Agreement and have the Deposit paid to Seller as liquidated damages as Seller's sole and exclusive remedy. THE PARTIES HERETO ACKNOWLEDGE THAT SELLER'S DAMAGES DUE TO PURCHASER'S DEFAULT HEREUNDER ARE DIFFICULT TO ASCERTAIN AND AGREE THAT THE AMOUNT OF THE DEPOSIT REPRESENTS A REASONABLE ESTIMATE OF SELLER'S DAMAGES.

6.3 Seller Default. If Seller shall fail to consummate this Agreement for any reason other than Purchaser's default hereunder or termination of this Agreement by a party hereto or if Seller is otherwise in default of performing its obligations hereunder and fails to cure such default within five (5) business days following written notice thereof, Purchaser, as its sole and exclusive remedy, shall either: (a) elect to terminate this Agreement and have the Deposit returned to Purchaser from the Title Company; or (b) elect to seek specific performance of this Agreement from Seller because of such default or bring an action for damages suffered as a result of such default.

6.4 Effect of Termination. Upon termination of this Agreement pursuant to either Section 6.2 or Section 6.3, neither party shall thereafter have any further obligations to the other party except as contemplated by said Sections and except for any provisions of this Agreement which expressly survive such termination.

ARTICLE 7.
CONDEMNATION

Promptly upon learning of the institution, prior to Closing, of any proceedings for the condemnation of any part of the Land or the Property, Seller or Purchaser will immediately notify the other in writing of the pendency of such proceedings. At Purchaser's election which shall be made within sixty (60) calendar days following Purchaser's receipt of written notice of such condemnation or eminent domain proceedings Purchaser may at its option either: (a) terminate this Agreement by notifying Seller within the sixty (60) calendar day period and receive a full refund of the Deposit from the Title Company and the parties shall be relieved of all obligations hereunder except those that expressly survive termination hereof; or (b) elect to consummate the transaction provided for herein. In the event Purchaser so elects to consummate the transaction then this Agreement shall remain in full force and effect and Seller shall assign to Purchaser any and all of its right, title and interest in and to any award or other benefits made or to be made in connection with such condemnation or eminent domain proceeding to the extent affecting the Property. Purchaser shall be entitled to participate with Seller in all negotiations and dealings with the condemning authority in respect of such matter; provided, however, that Purchaser shall have the right to finally approve any agreement with the condemning authority. Purchaser shall take title to the remainder of the Property with the assignment of such proceeds and subject to such condemnation or eminent domain proceeding and without reduction in the Purchase Price.

ARTICLE 8.
SURVIVAL OF REPRESENTATIONS AND WARRANTIES

No representations or warranties whatever are made by any party to this Agreement except as specifically set forth in this Agreement. The representations, warranties and indemnities made by the parties to this Agreement and the covenants and agreements to be performed or complied with by the respective parties under this Agreement before the Closing Date shall be deemed to be continuing and shall survive the Closing; provided, however, the representations and warranties of Seller shall terminate on the date which is twelve (12) months after the Closing Date. Nothing in this Article shall affect the obligations and indemnities of the

parties with respect to covenants and agreements contained in this Agreement that are permitted or required to be performed in whole or in part after the Closing Date.

ARTICLE 9.
MISCELLANEOUS

9.1 Effect of Headings. The subject headings of articles, paragraphs and subparagraphs of this Agreement are included for purposes of convenience only, and shall not affect the construction or interpretation of any of its provisions.

9.2 Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto and supersedes all prior and contemporaneous agreements, representations and understandings of the parties regarding the subject matter of this Agreement. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by the parties hereto. This Agreement and all provisions hereof shall survive the Closing contemplated hereunder except as expressly set forth herein to the contrary.

9.3 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

9.4 No Assignment. This Agreement is not assignable by either party except with the prior written consent of the other party, which consent may be granted or withheld in the sole discretion of the party of whom such consent is request. Any proposed transfer or assignment, in whole or part, of this Agreement without such consent therefor having first been obtained, shall be void and of no effect. Notwithstanding the foregoing, Purchaser may assign this Agreement to an entity wholly owned by Purchaser or wholly owned by those persons constituting the owners of Purchaser upon the Effective Date.

9.5 Notices. All notices and other communications under this Agreement shall be in writing and shall be deemed to have been duly given on the date of service, if served personally on the party to whom notice is given, upon confirmed facsimile transmission, or on the third day after mailing, if mailed to the party to whom notice is to be given, by first class mail, registered or certified, postage prepaid and properly addressed as follows:

To Seller at:

City of Louisville
749 Main Street
Louisville, Colorado 80027
Attention: Aaron DeJong
Phone: (303) 335-4531
Email: aarond@LouisvilleCO.Gov

with a copy to:

Light, Kelly P.C.
101 University Blvd., Suite 210

Denver, CO 80206
Attention: Samuel Light
Phone: (303) 298-1601
Email: slight@lightkelly.com

To Purchaser at:

Front Street Ventures, LLC
637 Front Street Louisville, CO 80027
Attention: Brendan McManus
Phone: (303) 579-1647
Email: Brendan@luckypiepizza.com

with a copy to:

Clark Edwards
Hutchinson, Black and Cook
921 Walnut Street, Suite 200
Boulder Colorado 80302
303.442.6514
Edwards@hbcboulder.com

9.6 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado.

9.7 Time Calculations. Unless otherwise indicated, all periods of time referred to in this Agreement shall refer to calendar days and shall include all Saturdays, Sundays and state or national holidays; provided that if the date to perform any act or give any notice with respect to this Agreement shall fall on a Saturday, Sunday, or state or national holiday in Denver, Colorado, such act or notice may be timely performed or given on the next succeeding day which is not a Saturday, Sunday or state or national holiday in Denver, Colorado. Each day shall be deemed to expire at 5:00 p.m. Mountain Standard Time.

9.8 Broker's Fees. Each of the parties represents and warrants to the other that it has not employed, retained or otherwise utilized any broker or finder in connection with any of the transactions contemplated by this Agreement and no broker or person is entitled to any commission or finder's fees in connection with the transaction. The parties each agree to indemnify and hold harmless one another against any loss, liability, damage, cost, claim or expense incurred by reason of any brokerage commission or finder's fee alleged to be payable because of any act, omission or statement of the indemnifying party.

9.9 Costs. If any legal action or any arbitration or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees and other costs incurred in that action or proceeding, in addition to any other relief to which it or they may be entitled.

9.10 Partial Invalidity. In the event that any condition or covenant herein contained is held to be invalid or void by any court of competent jurisdiction, the same shall be deemed

severable from the remainder of this Agreement and shall in no way affect any other covenant or condition herein contained. If such condition, covenant or other provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

9.11 Special Taxing Districts.

SPECIAL TAXING DISTRICTS MAY BE SUBJECT TO GENERAL OBLIGATION INDEBTEDNESS THAT IS PAID BY REVENUES PRODUCED FROM ANNUAL TAX LEVIES ON THE TAXABLE PROPERTY WITHIN SUCH DISTRICTS. PROPERTY OWNERS IN SUCH DISTRICTS MAY BE PLACED AT RISK FOR INCREASED MILL LEVIES AND EXCESSIVE TAX BURDENS TO SUPPORT THE SERVICING OF SUCH DEBT WHERE CIRCUMSTANCES ARISE RESULTING IN THE INABILITY OF SUCH A DISTRICT TO DISCHARGE SUCH INDEBTEDNESS WITHOUT SUCH AN INCREASE IN MILL LEVIES. PURCHASER SHOULD INVESTIGATE THE DEBT FINANCING REQUIREMENTS OF THE AUTHORIZED GENERAL OBLIGATION INDEBTEDNESS OF SUCH DISTRICTS, EXISTING MILL LEVIES OF SUCH DISTRICT SERVICING SUCH INDEBTEDNESS, AND THE POTENTIAL FOR AN INCREASE IN SUCH MILL LEVIES.

9.12 Further Acts. Each of the parties hereto covenants and agrees with the other, upon reasonable request from the other, from time to time, to execute and deliver such additional documents and instruments and to take such other actions as may be reasonably necessary to give effect to the provisions of this Agreement.

9.13 Amendment. This Agreement shall not be amended, altered, changed, modified, supplemented or rescinded in any manner except by a written agreement executed by Purchaser and Seller.

9.14 Tenant Lease Termination. Purchaser is a related party to the current tenant with a lease for a portion of the Land. There shall be delivered at, and as a condition of closing, a termination and release of such existing lease, releasing parties of all obligations under the lease except tenant's indemnification obligations. Seller shall at closing and at its election, either deliver separately or credit to Purchaser all or such portion of the security deposit as is required to be returned to tenant under the terms of said lease.

9.16 Revocable License for Seller upon Lot 3. Seller will maintain ownership of Lot 3, Block 4, Louisville, Colorado adjacent to the Land, upon which an existing building attached to the building on the Land resides. At closing, Seller and Purchaser will enter into a Revocable License Agreement in form attached as Exhibit B to allow use of the building on Lot 3 to continue for the period and upon such terms as are set forth in the Revocable License Agreement. The Revocable License Agreement shall not be recorded.

9.17 Parking Lease. At closing, Purchaser and Seller will enter into a lease in the form attached as Exhibit C for 12 parking stalls upon Lot 3.

9.18 Development Restriction. Purchaser agrees to placement of a restrictive covenant upon the Land to the benefit of the Seller in the form attached as Exhibit D which limits structures on the Land to be no more than a two story building with a maximum height of 30 feet. Such covenant will be recorded upon the Land at Seller's expense. Such limitation shall also be stated in the special warranty deed delivered at closing and shall be a Permitted Exception.

[signatures are on the following page]

IN WITNESS WHEREOF, the parties to this Agreement have set forth their hand, to be effective as of the Effective Date.

SELLER:

CITY OF LOUISVILLE, COLORADO, a Colorado municipal corporation

By: _____
Robert P. Muckle, Mayor

ATTEST:

By: _____
Nancy Varra, City Clerk

PURCHASER:

Front Street Ventures, LLC, a Colorado limited liability company

By: _____

Name: _____

Title: _____

EXHIBIT A
LEGAL DESCRIPTION

(attached to and made a part of the Agreement)

Lots 1 and 2, Block 4, Town of Louisville, County of Boulder, State of Colorado.

EXHIBIT B
REVOCABLE LICENSE
(attached to and made a part of the Agreement)

REVOCABLE LICENSE AGREEMENT

THIS REVOCABLE LICENSE AGREEMENT (hereinafter "Agreement") is made and entered into this ____ day of ____, 2015, by and between the City of Louisville, Colorado, a municipal corporation (hereinafter "City") and FRONT STREET VENTURES, LLC, a Colorado limited liability company (hereinafter "Licensee").

WHEREAS, the City is the owner of certain real property legally described as Lot 3 and Lot 5, Block 4, Town of Louisville, County of Boulder, State of Colorado, which property is depicted on Exhibit A, attached hereto and incorporated herein by reference; and

WHEREAS, the Licensee desires to occupy a portion of such property for conduct of restaurant operations; and

WHEREAS, the City is willing to grant the Licensee a revocable license to use and occupy such property, upon the other terms and conditions of this Agreement.

NOW, THEREFORE, the City and Licensee agree as follows:

1. Licensed Premises. The City hereby grants to the Licensee a revocable license to use and occupy those certain portions of Lot 3 and Lot 5, Block 4, Town of Louisville, County of Boulder, State of Colorado, which is further described and depicted on Exhibit A, together with improvements thereon (hereinafter the "Licensed Premises").

2. Term. This Agreement shall continue until terminated as provided herein or by written agreement of the parties.

3. Ownership. Licensee agrees that it does not have or claim, and shall not at any time in the future have or claim, any ownership interest or estate in the Licensed Premises, or any other interest in real property included in the Licensed Premises, by virtue of this Agreement or by virtue of Licensee's occupancy or use of the Licensed Premises. The permission granted to Licensee to use the Licensed Premises is a revocable license and not a leasehold interest or any other estate in the property.

4. Purposes. The Licensed Premises may be occupied and used by Licensee pursuant to this Agreement solely for the purposes of maintenance, operation, rehabilitation, repair, access to, and use of site improvements including the continued use of the existing building and trash enclosure for continued conduct of operating a restaurant on Lots 1 and 2, Block 4, Town of Louisville, County of Boulder, State of Colorado ("Lots 1 and 2"), adjacent to the Licensed Premises.

5. Utilities. Licensee shall pay all costs associated with providing utility service to the Licensed Premises for Licensee's operations.

6. Site Improvements. Licensee shall have the right to maintain site improvements on the Licensed Premises to facilitate the use of the Licensed Premises in conjunction with the operation of a restaurant at Lots 1 and 2, Colorado, adjacent to the Licensed Premises.

A. Licensee at its sole expense shall be responsible for the maintenance of existing site improvements on the Licensed Premises for the duration of this Revocable License, but shall not make any new improvements without receiving prior written consent by the City, which will be granted or denied in the City's sole discretion.

B. All work by the Licensee upon the Licensed Premises shall be completed according to plans and specifications that are satisfactory to and approved by the City in advance of the commencement of such work. Licensee shall not commence any work on the Licensed Premises unless and until final written plans and specifications have been submitted to and approved by the City, in the City's sole discretion. Any such plans and specifications shall include all information required for issuance of a building permit, and shall be prepared and submitted to the City at least 20 days prior to the date of commencement of the work.

C. All work shall be completed in compliance with all codes, ordinances, rules and regulations of the City, in a good and workmanlike manner with appropriate building permits. Where required by City codes, ordinances, rules and regulations, the plans and specifications shall be stamped by a licensed architect or engineer. Licensee shall provide the City with lien waivers from all contractors or material providers providing work upon the Licensed Premises, in forms acceptable to the City. Licensee shall indemnify and hold harmless the City from all expense, liens, claims or damages to either persons or property arising out of or resulting from any work performed on the Licensed Premises.

D. Except for the improvements specifically authorized by the City, Licensee shall not place, build, expand, or add to any structures or other items on the Licensed Premises.

7. General Use and Care of Licensed Premises. Licensee shall use reasonable care and caution to prevent damage, destruction or injury to the Licensed Premises. Licensee shall comply with all applicable ordinances, resolutions, rules, and regulations in the Licensee's use and occupancy of the Licensed Premises.

8. Signs. Licensee shall not place or permit any signs on the Licensed Premises.

9. Hazardous Materials. Licensee shall not keep any hazardous materials in or about the Licensed Premises without prior written consent of the City, which will be granted or denied in the City's sole discretion. "Hazardous material" includes but is not limited to asbestos, other asbestotic material (which is currently or may be designated in the future as a hazardous material), any petroleum base products, pesticides, paints and solvents, polychlorinated biphenyl, lead, cyanide, DDT, acids, ammonium compounds, and other chemical products (excluding commercially used cleaning materials in ordinary quantities) and any substance or material defined or designated as a hazardous or toxic substance, or other similar term, by any federal, state, or local law.

10. Compliance. If Licensee fails to comply with its obligations under this Agreement, the City may at its sole option terminate this Agreement as provided herein or take such measures as it determines necessary to bring the Licensed Premises into compliance with the terms hereof, and the cost of any such measures shall be paid by the Licensee.

11. Acknowledgment of General Condition. Licensee acknowledges that its use and occupancy hereunder is of the Licensed Premises in its present, as-is condition with all faults, whether patent or latent, and without warranties or covenants, express or implied. Licensee acknowledges the City shall have no obligation to repair, replace or improve any portion of the Licensed Premises in order to make such Premises suitable for Licensee's uses.

12. Acknowledgment and Acceptance of Specific Matters. Licensee specifically acknowledges that the Licensed Premises may not currently meet standards under federal, state or local law for the Licensee's intended use, including but not limited to accessibility standards under the Americans with Disabilities Act and Uniform Building Code and adopted and in force in the City of Louisville. Compliance with such standards, if required for Licensee's use, shall be at the sole cost and expense of the Licensee.

13. Taxes. The Licensed Premises is presently exempt from any real property taxation. In the event the County Assessor determines that the Licensed Premises is subject to the lien of general property taxes due to the Licensee's use or occupancy, Licensee shall be responsible for the payment of taxes.

14. Liens. Licensee shall be solely responsible for and shall promptly pay for all services, labor or materials furnished to the Licensed Premises at the instance of the Licensee. The City may at the Licensee's expense discharge any liens or claims arising from the same.

15. Licensee's and City's Property. The City shall have no responsibility, liability, or obligation with respect to the safety or security of any personal property of Licensee placed or located on, at, or in the Licensed Premises, it being acknowledged and understood by Licensee that the safety and security of any such property is the sole responsibility and risk of Licensee. Except as otherwise specifically provided in this Agreement, Licensee shall have no responsibility, liability, or obligation with respect to the safety or security of any personal property of the City placed or located on, at, or in the Licensed Premises, it being acknowledged and understood by the City that the safety and security of any such property is the sole responsibility and risk of the City. The City shall not remove any of the Licensee's personal property from the Licensed Premises, except as permitted incident to termination of this Agreement.

16. Right of Entry. Notwithstanding any other provisions of this Agreement to the contrary, the City shall at all times have the right to enter the Licensed Premises to inspect, improve, maintain, alter or utilize the Licensed Premises in any manner authorized to the City. In the exercise of its rights pursuant to this Agreement, Licensee shall avoid any damage or interference with any City installations, structures, utilities, or improvements on, under, or adjacent to the Licensed Premises.

17. Indemnity and Release. Licensee shall be solely responsible for any damages suffered by the City or others as a result of Licensee's use and occupancy of the Licensed Premises. Licensee agrees to indemnify and hold the City, its elected and appointed officers, agents, and employees harmless from and against all liability, claims, damages, losses, and expenses, including but not limited to attorney's fees, arising out of, resulting from, or in any way connected with (a) Licensee's use and occupancy of the Licensed Premises; (b) any liens or other claims made, asserted or recorded against the Licensed Premises as a result of Licensee's use or occupancy thereof; or (c) the rights and obligations of Licensee under this Agreement.

18. Insurance. Licensee shall at its expense obtain, carry and maintain during the term of this Agreement, and shall require each contractor or subcontractor of Licensee performing work on the Licensed Premises to obtain, carry and maintain, a policy of comprehensive general liability insurance insuring City and Licensee against any liability arising out of or in connection with Licensee's use, occupancy or maintenance of the Licensed Premises or the condition thereof. Such insurance shall be at all times in an amount of not less than $2,000,000 combined single limit for bodily injury and property damage. Such insurance shall include Licensee, its officers and employees as named insureds, and shall also name City, its officers and employees as additional insureds. A certificate of insurance shall be completed by Licensee's insurance agent(s) as evidence that a policy or policies providing the coverages, conditions, and minimum limits required herein are in full force and effect, and shall be subject to review and approval by City prior to commencement of Licensee's occupancy of the Licensed Premises. As between the parties hereto, the limits of such insurance shall not limit the liability of Licensee.

19. No Waiver of Immunity or Impairment of Other Obligations. The City is relying on and does not waive or intend to waive by any provision of this Agreement the monetary limitations (presently $350,000 per person and $990,000 per occurrence) or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. §24-10-101 et seq., as from time to time amended, or otherwise available to the City, and its officers and employees.

20. Termination for Breach. At the City's option, it shall be deemed a breach of this Agreement if Licensee defaults in the performance of any term or condition of this Agreement. In the event the City elects to declare a breach of this Agreement, the City shall have the right to give Licensee thirty (30) days written notice requiring compliance with the terms and conditions of this Agreement, or delivery of possession and cessation of further use of the Licensed Premises. In the event any default remains uncorrected after thirty (30) days written notice, the City, at City's option, may declare the license granted herein terminated and revoke permission for any further Licensee use of the Licensed Premises without prejudice to any other remedies to which the City may be entitled. Additionally, City in the event of default may, but shall not be obligated to, correct or remedy Licensee's default at Licensee's expense. Any such action by City to correct or remedy a default by City shall not be deemed a waiver or release of default or a discharge of any liability of Licensee for the expense of correcting or remedying such default.

21. Termination for Convenience. The City shall also have the right at its option to terminate this Agreement for its convenience and without any cause of any nature by giving written notice at least one hundred twenty days (120) days in advance of the termination date.

22. Restoration of Licensed Premises at License Termination. At the termination of this Agreement by City, as per Sections 20 or 21, or by Licensee, Licensee shall deliver up the Licensed Premises as stated herein. At the time of such termination, Licensee at its sole option and expense must remove from the Licensed Premises any items of personal property owned by Licensee and shall remove all existing structures upon the Licensed Premises and permanently separate the building on Lots 1 and 2, Block 4, so that no portion of said building encroaches onto Lot 3. Licensee shall pave the Licensed Premises with an asphalt surface of like construction of the asphalt adjacent to the Licensed Premises. If the Licensee does not fully restore the Licensed Premises as described herein within 60 days after the date of the termination, the City shall restore Licensed Premises at the expense of the Licensee. Licensee shall reimburse the City for all costs City incurs for such removal, including labor and overhead, as well as pay to the City a penalty of an additional fifteen percent (15%) of all costs.

23. Notices. Any notices or communication required or permitted hereunder shall be given in writing and shall be personally delivered, or sent by facsimile transmission or by United States mail, postage prepaid, registered or certified mail, return receipt requested, addressed as follows:

City:	Licensee:
City of Louisville Attn: City Manager 749 Main Street Louisville, CO 80027	Front Street Property LLC Attn: Brendan McManus 637 Front Street Louisville, CO 80027

or to such other address or the attention of such other person(s) as hereafter designated in writing by the parties. Notices given in the manner described above shall be effective, respectively, upon personal delivery, upon facsimile receipt, or upon mailing.

24. Existing Rights. Licensee understands the license granted hereunder is granted subject to prior agreements and subject to all easements and other interests of record applicable to the Licensed Premises. Licensee shall be solely responsible for coordinating its activities hereunder with the holders of such agreements or of such easements or other interests of record, and for obtaining any required permission for such activities from such holders if required by the terms of such franchises or easements or other interests.

25. No Waiver. Waiver by the City of any breach of any term of this Agreement shall not be deemed a waiver of any subsequent breach of the same or any other term or provision thereof.

26. No Assignment. Except as provided in this Section 26, this Agreement and the license granted herein is personal to the parties hereto. Licensee shall not transfer or assign any rights or obligations under this Agreement, for monetary or any other consideration, without the prior written approval of the City, which approval is solely at the discretion of the City. Licensee may assign this Agreement to an entity wholly owned by Licensee or wholly owned by

those persons constituting the owners Licensee, provide said assignee executes and delivers to the City its agreement to be bound by all terms and conditions of this Agreement.

27. Entire Agreement. This Agreement is the entire agreement between the City and Licensee and may be amended only by written instrument subsequently executed by the City and Licensee.

28. Survival. All of the terms and conditions of this Agreement concerning release, indemnification, termination, remedies and enforcement shall survive termination of this Agreement.

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date first above written.

CITY OF LOUISVILLE

By:_____
Robert P. Muckle, Mayor

ATTEST:

_____
Nancy Varra, City Clerk

FRONT STREET VENTURES, LLC

Form only – do not sign

By:_____

Title:_____

EXHIBIT A
DESCRIPTION AND DRAWING OF LICENSED PREMISES

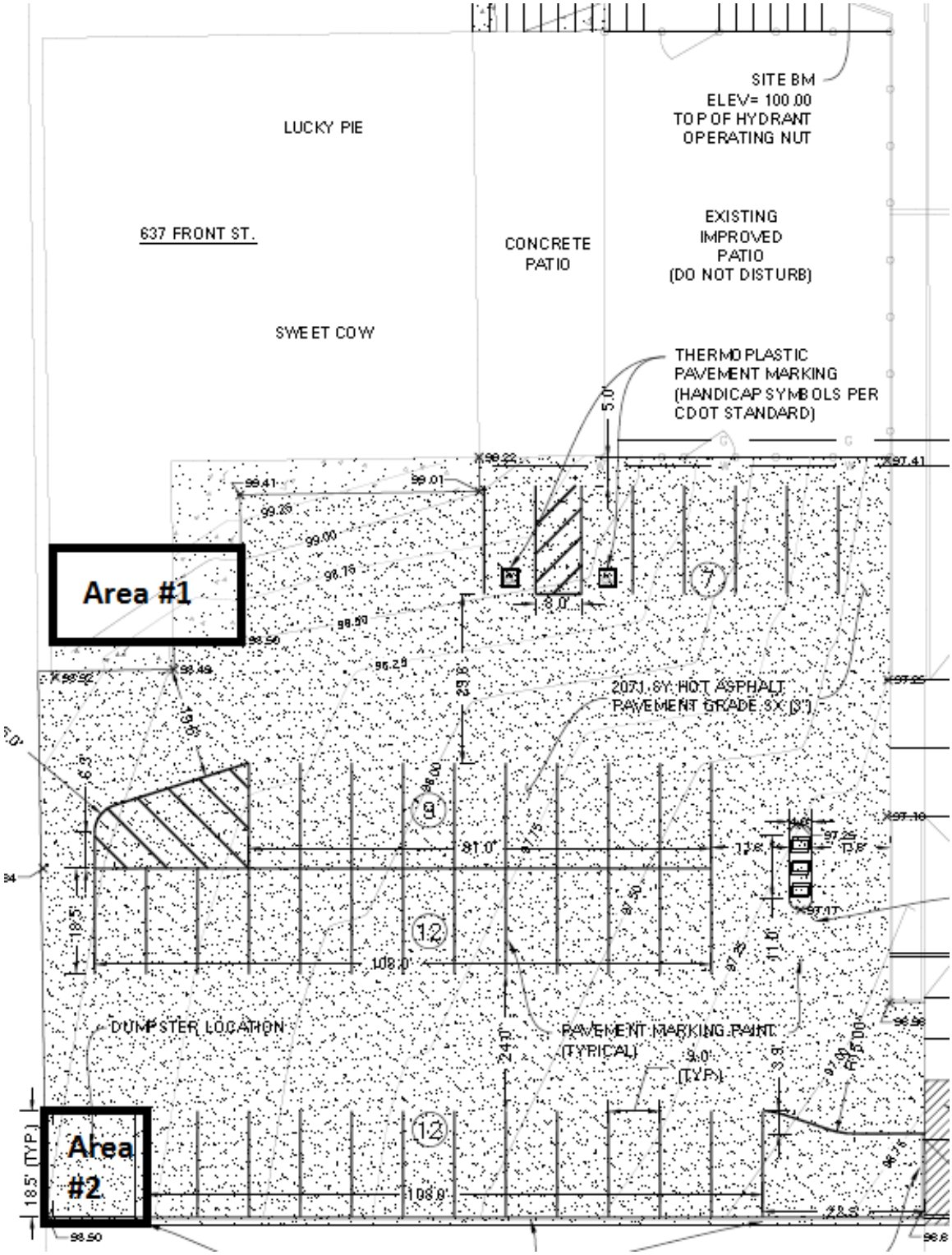


EXHIBIT C
PARKING LEASE
(attached to and made a part of the Agreement)

PARKING LEASE AGREEMENT

THIS PARKING LEASE AGREEMENT ("Agreement" or "Lease") 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, Colorado, 80027 (herein called Lessor) and **LUCKY PIE MANAGEMENT COMPANY**, whose principal place of business, known as "Lucky Pie Pizza," is located at 637 Front Street, Louisville, Colorado 80027 (herein called Lessee).

WHEREAS, Lessee desires to lease from Lessor twelve (12) parking stalls located on Lessor-owned property that is adjacent to 637 Front Street, Louisville, Colorado and more specifically described and depicted in Exhibit A (hereinafter the Premises); and

WHEREAS, Lessor is willing to lease such parking spaces to Lessee upon the terms and conditions hereof.

NOW, THEREFORE, the Lessor and Lessee agree as follows:

1. Term and Rent. Lessor leases the Premises for a term commencing on _____, 2015 and terminating on June 30, 2025 (unless sooner terminated as provided herein), at an initial annual rental rate of nine thousand dollars ($9000.00). The first annual rent payment, in the pro-rated amount of $_____ shall be paid to Lessor on _____, 2015. Subsequent annual rent payments shall be paid to Lessor each July 1 during the term of this Lease. All rental payments shall be made to Lessor, at the address specified above. 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 rent shall be paid in full on the date due without abatement, deduction, or setoff by Lessee of any kind. Rent not paid when due shall be assessed a penalty of five percent of the unpaid amount plus interest on the unpaid amount from the date overdue until the date paid at 1-1/2% per month.

2. Use. Lessee shall use and occupy the Premises solely for the purpose of parking for the building located at 637 Front Street. The Lessee may, at its sole discretion, designate the parking stalls on the Premises for reserved parking.

3. Relocation of Designated Parking Stalls. Should Lessor decide to redevelop the Premises and such redevelopment causes the Premises to not accommodate the parking stalls leased in this Agreement, Lessor shall have the right to substitute for the Premises any other parking stalls owned by Lessor within 500 feet of the property at 637 Front Street to accommodate this Agreement. The Lessor may elect to exercise such right of substitution by written notice to Lessee, which notice shall designate the location(s) of the parking stalls constituting the substituted Premises and effective date of such substitution, which shall be not less than sixty

days after the date of such notice. Upon the effective date of substitution, the substituted parking stalls shall constitute the Premises for all purposes of this Agreement. Lessor may make multiple substitutions of Premises during the term of this Agreement. Should Lessee identify and have access to other parking that meets the parking requirement, such spaces may be utilized.

4. Care and Maintenance of Premises. Lessee acknowledges the Premises are in satisfactory order and repair, unless otherwise indicated herein. Lessee shall, at its own expense and at all times, maintain the Premises in its current condition, and shall surrender the same at termination hereof, in as good condition as received, normal wear and tear excepted. Lessee obligation for maintenance shall include removing debris and obstructions, routine cleaning, and repair of damage resulting from the acts or omission of Lessee, its agents, employees, guests or invitees other than normal wear and tear; however, Lessor shall be responsible for re-surfacing, re-striping and completion of capital repairs necessitated by normal wear and tear, at intervals determined by Lessor.

5. Alterations. Lessee shall not, without first obtaining the written consent of Lessor, make any alterations, additions, or improvements, in, to or about the Premises.

6. 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.

7. Entry and Inspection. Lessee shall permit Lessor or Lessor's agents to enter upon the Premises at reasonable times for the purposes of inspecting the same.

8. 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 Lessor by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 *et seq.* (the "GIA").

Lessee agrees to indemnify and hold the City, its elected and appointed officers, agents, and employees harmless from and against all liability, claims, damages, losses, and expenses, including but not limited to attorney's fees, arising out of, resulting from, or in any way connected with (a) Lessee's use and occupancy of the Premises; (b) any liens or other claims made, asserted or recorded against the Premises as a result of Lessee's use or occupancy thereof; or (c) the rights and obligations of Lessee under this Agreement.

9. Insurance. Lessee, at its expense, shall maintain liability insurance including bodily injury in an amount not less than $2,000,000 combined single limit for bodily injury and property damage. Such insurance shall include Lessee, its officers and employees as named insureds, and shall also name Lessor, its officers and employees as additional insureds. A certificate of insurance shall be completed by Lessee's insurance agent(s) as evidence that a policy or policies providing the coverages, conditions, and minimum limits required herein are in full force and effect, and shall be subject to review and approval by Lessor prior to commencement of Lessee's occupancy of

the Premises. As between the parties hereto, the limits of such insurance shall not limit the liability of Lessee.

10. 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.

11. Taxes. The Premises is presently exempt from any real property taxation. In the event the County Assessor determines that the Premises is subject to the lien of general property taxes due to the Lessee's use or occupancy, Lessee shall be responsible for the payment of taxes.

12. Termination for Breach. At the Lessor's option, it shall be deemed a breach of this Agreement if Lessee defaults in the performance of its rental payment obligation or any other material term or condition of this Agreement. In the event the Lessor elects to declare a breach, it shall have the right to give Lessee thirty (30) days written notice requiring compliance with the terms and conditions of this Agreement, or delivery of possession and cessation of further use of the Premises. In the event any default remains uncorrected after thirty (30) days written notice, the Lessor, at its option, may declare the Lease terminated and upon such termination Lessee shall surrender and deliver up possession of Premises. Termination shall not relieve Lessee of its obligation for payment of rent.

13. Lessee Termination. Lessee may terminate this Lease effective any July 1 by giving Lessee written notice not less than thirty (30) days prior to the effective date of termination. Upon the effective date of such termination, Lessee's rights to occupy the Premises and its obligation for payment of future rent shall cease, but such termination shall not otherwise effect Lessee's liabilities or obligations hereunder, which shall survive termination. In the event Lessee terminates its use of any of the 12 parking stalls leased hereunder, Lessee shall be required to secure substitute parking spaces to meet Lessee's parking requirements under the Louisville Municipal Code.

14. Miscellaneous.

a. Governing Law and Venue. This Agreement 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 Agreement by Lessor shall not constitute a waiver of any of the other terms or obligation of this Agreement.

c. Integration. This Agreement 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 Agreement.

e. Notice. Any notice under this Agreement 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 Agreement.

f. Severability. If any provision of this Agreement 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 Agreement may only be modified upon written agreement of the parties.

h. Assignment Neither this Agreement nor any of the rights or obligations of the parties hereto, shall be assigned by either party without the written consent of the other.
i. Rights and Remedies. The rights and remedies of Lessor and Lessee under this Agreement are in addition to any other rights and remedies provided by law. The expiration of this Agreement shall in no way limit Lessor's or Lessee's legal or equitable remedies, or the period in which such remedies may be asserted.
j. Liens. Lessee shall be solely responsible for and shall promptly pay for all services, labor or materials furnished to the Premises at the instance of the Lessee. The City may at the Lessee's expense discharge any liens or claims arising from the same.

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

LESSEE:
LUCKY PIE MANAGEMENT COMPANY

Form only – do not sign

By: _____
Title:_____

ATTEST:

By:_____

Print Name: _____

LESSOR:
CITY OF LOUISVILLE, COLORADO

By: _____
Robert P. Muckle, Mayor

ATTEST:

_____
Nancy Varra, City Clerk

EXHIBIT A OF PARKING LEASE

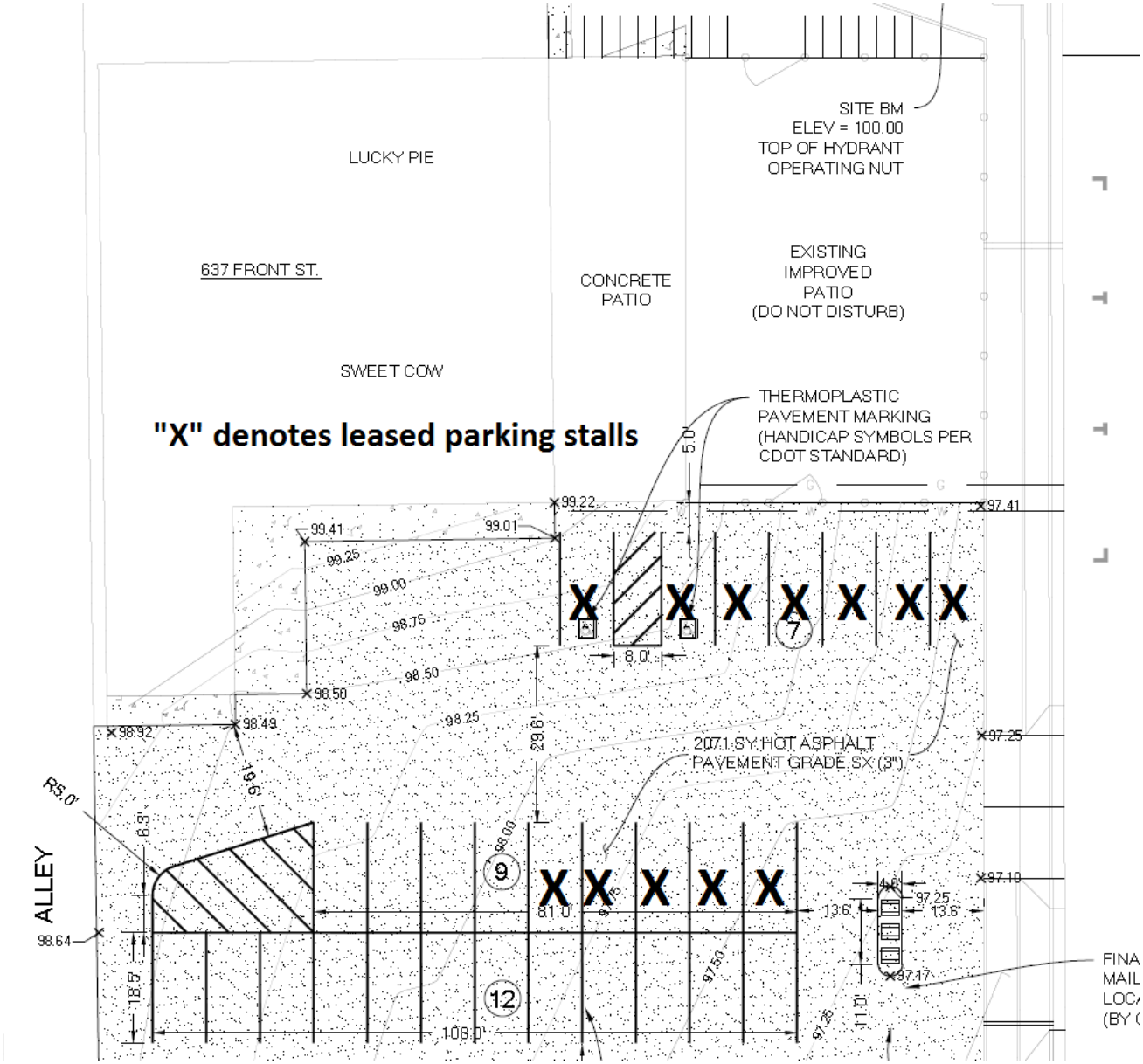


EXHIBIT D
RESTRICTIVE COVENANT
(attached to and made a part of the Agreement)

DECLARATION OF RESTRICTIVE COVENANT ON REAL PROPERTY
(Lots 1 and 2, Block 4, Town of Louisville, County of Boulder, State of Colorado)

THIS DECLARATION OF RESTRICTIVE COVENANT ON REAL PROPERTY ("Declaration") is made as of the _____ day of _____ 2015, by and between FRONT STREET VENTURES, LLC, a Colorado limited liability company ("Owner"), in favor of the CITY OF LOUISVILLE, COLORADO, a Colorado home rule municipal corporation ("City").

WHEREAS, the Owner holds fee simple title to certain real property located in the City of Louisville, Colorado, more particularly described as Lots 1 and 2, Block 4, Town of Louisville, County of Boulder, State of Colorado (the "Property"); and

WHEREAS, pursuant to a Purchase and Sale Agreement between the Owner and the City and as a condition of the sale of the Property from City to Owner, the Owner agreed to a covenant being placed upon the Property to the benefit of the City which limits structures on the Property to be no more than a two story building with a maximum height of thirty (30) feet.

NOW THEREFORE, the Owner herby agrees, covenants and declares:

1. That structures on the Property shall be limited to no more than a two story building with a maximum height of thirty (30) feet.

2. That this Declaration is intended and shall constitute a restrictive covenant concerning the use, enjoyment and title to the Property and shall constitute a covenant running with land and shall be binding upon the Owner, its successors in interest and assigns and any party having or acquiring any right, title or interest in the Property or any part thereof.

3. This Declaration may be modified, amended or released only by a written instrument executed by the then owners of the Property and the City, providing the same has been approved by resolution adopted by the City Council of the City of Louisville.

4. This Declaration shall be recorded in the office of the Clerk and Recorder, County of Boulder, State of Colorado, at the Owner's expense.

5. The undersigned warrants to have full power and authority to enter into this Declaration.

IN WITNESS WHEREOF, the Owner has executed this Declaration as of the date first set forth above.

OWNER:
FRONT STREET VENTURES, LLC

Form only – do not sign
By: _____
Name: _____
Title: _____

ACKNOWLEDGMENT

STATE OF COLORADO)

) ss.

COUNTY OF BOULDER)

The foregoing instrument was subscribed and sworn to me this _____ day of _____, 2015 by _____, as _____ of Front Street Ventures, LLC, a Colorado limited liability company.

Witness my hand and official seal.

My commission expires:_____

_____
Notary Public

CITY COUNCIL COMMUNICATION
AGENDA ITEM 8I

SUBJECT: **ORDINANCE NO. 1694, SERIES 2015 – AN ORDINANCE AMENDING ORDINANCE NOS. 1165 AND 1166, SERIES 1994 CONCERNING THE GATEWAY ANNEXATION AND APPROVING AN AMENDMENT TO AN ADDENDUM TO ANNEXATION AGREEMENT - 1ST Reading – Set Public Hearing 07/28/2015**

DATE: **JULY 14, 2015**

PRESENTED BY: **TROY RUSS, DIRECTOR OF PLANNING AND BUILDING SAFETY**

SUMMARY:
The applicant, Vern Seieroe, has returned to the City requesting approval of a Planned Unit Development (PUD) amendment to the Gateway Final Planned Unit Development (PUD) to modify the height allowance language on Lot 1, Block 1 from "1 story with a 26 feet maximum building height" to "1 or 2 stories with a maximum building height of 26 feet, where the second story would only be allowed if the following conditions are met:

1. The proposed principal structure maintains a minimum 3:12 roof pitch; and,
2. The proposed lot coverage shall not exceed 8.5%."

This is the applicant's second attempt to amend the PUD to allow a 2nd story within the 26-foot height allowance. City Council denied the applicant's initial request by denying Ordinance 1687, Series 2015 an ordinance amending Ordinance Nos. 1165 and 1166, Series 1994 concerning the Gateway Annexation and approving an amendment to an addendum to an Annexation Agreement.

Amendments to contract documents, in this case an annexation agreement and an associated amendment to the annexation agreement, do not have established criteria in the Louisville Municipal Code to structure a City Council decision.

City Council denied the initial amendment request because they felt the request for a 2nd story within the existing 26-foot height allowance without a minimum roof pitch or corresponding maximum lot coverage reduction, would negatively impact the City's view shed of the Rocky Mountains from McCaslin Boulevard.

BACKGROUND:
The Louisville City Council approved the Gateway annexation and initial zoning with Ordinances 1165 and 1166, Series 1994. Section 5 of Ordinance 1165, Series 1994 and Section 3 of Ordinance 1166, Series 1994 (both attached) state, *"No more than two single family dwellings may be constructed on the portion of the property located on the west side of McCaslin Boulevard (Parcels Four and Five on Exhibit B). <u>Such dwellings shall be single story and not more than twenty-six (26) feet in height</u>. The final number of such dwellings will be determined through the P.U.D. process and may be one dwelling or two dwellings."*

The corresponding Annexation Agreement and amendment to the agreement (also attached) includes the 1 story and 26 foot height restriction as stated in both the ordinances. The approved Gateway PUD regulates the 1 story and 26 foot height restriction in the Design Criteria Table on the coversheet.

In researching the item, staff believes the 1 story and 26 foot height restriction evolved from the community's interest in preserving the City's view of the Flatirons from

McCaslin Boulevard. Minutes from the October 17, 1995 City Council meeting are attached.

The property is situated prominently between McCaslin Boulevard and the western edge of Davison Mesa, providing a spectacular view of the Boulder Valley. No additional regulatory tools (such as reduced lot coverage, increased roof pitch, or floor area) were employed in the PUD to preserve the view shed.

To supplement the 1995 minutes, staff interviewed the former City Council member who made the motion to approve the 26' height restriction, Rob Lathrup. As stated in this staff report, he mentioned he was concerned with the buildings' impact on the mountain views. He did not recall the specific reasoning behind the building story restriction. Staff also tried unsuccessfully to connect with former Mayor Davidson as to the specific reasoning for his amendment to Lathrop's motion restricting the building heights.

REQUEST

The applicant is requesting the City allow the 1 story restriction in the Design Criteria Table of the PUD be modified to allow a 2 story structure without altering the maximum 26 foot building height allowance where the second story would only be allowed if the following conditions are met:

1. The proposed principal structure maintains a minimum 3:12 roof pitch; and,
2. The proposed lot coverage shall not exceed 8.5%.

Staff is seeking a Planning Commission recommendation regarding the PUD amendment only. The corresponding ordinance amending Ordinance Nos. 1165 and 1166, Series 1994 concerning the Gateway Annexation and approving an amendment to an addendum to an Annexation Agreement is not under the prevue of the Planning Commission and therefore not included in the staff report.

STAFF ANALYSIS

Staff reviewed the request with the regulatory tools employed in the approved PUD along with the Restricted Rural Residential (R-RR) Zone District's yard and bulk standards documented in the Louisville Municipal Code (LMC).

The LMC specifies a 27 foot maximum building height and a 10% maximum lot coverage allowance in the underlying R-RR Zone District. The LMC does not regulate residential structure heights by building stories.

The property is approximately 98,000 sf. As such, the 10% lot coverage allowance would yield a 9,800 sf house. Unlike the Old Town overlay district, the PUD does not regulate roof pitch. In other words, the one story structure could employ a flat roof where the entire 9,800 sf house would be allowed to be 26 feet in height.

Staff believes the new request, if approved, will improve the view shed when compared to the existing PUD by reducing the maximum lot coverage allowance to 8.5%, where 10% is currently allowed, and ensuring a possible 2nd story would not be allowed to employ a flat roof design.

The applicant provided alternative development scenarios to illustrate differences between a single story structure and a two story structure. Key arguments by the applicant include energy efficiency, lot coverage, and roof lines. The applicant argues a single story structure is less efficient as heat used in the second floor of a structure would get lost in attic space of a single story structure. Staff agrees.

COPPER HILL (GATEWAY) SUBDIVISION HOA DESIGN REVIEW COMMITTEE
The applicant submitted the requested 2-story house design to the Copper Hill (Gateway) Homeowners Association Design Review Committee. The review committee supported the request for a *"two-story house that does not exceed 26-feet maximum height".* The Committee's response to the architect is included in the packet for City Council review.

PUBLIC COMMENT
Staff reposted the property and remailed a public notice all properties owners within 500-feet of Lots 1, Block 1 of the Gateway Subdivision. No comments have been received as of the publishing of this report.

PLANNING COMMISSION ACTION:
The Planning Commission reviewed the proposal at its June 11, 2015 meeting and unanimously recommended approval. The draft minutes to the hearing are attached. No public were heard during the public hearing.

FISCAL IMPACT:
No additional fiscal impacts are expected with this request.

STAFF RECOMMENDATION
Staff recommends City Council approve Ordinance No. 1697, Series 2015 on first reading and set second reading and public hearing for the Ordinance and corresponding PUD Amendment Resolution for July 28, 2015.

ATTACHMENTS:
1. Ordinance No. 1697, Series 2015
2. Draft Annexation Agreement Amendment
3. Planning Commission Resolution No. 20, Series 2015
4. Planning Commission June 11, 2015 Minutes
5. Copperhill HOA Design Review Committee Letter
6. Land Use Application, transmittal letter, and proposed building elevations
7. Ordinance 1165, Series 1994

8. Ordinance 1166, Series 1994
9. Gateway Annexation Agreement (1996)
10. City Council minutes October 17, 1995.
11. Resolution 65, Series 1996
12. City Council minutes October 15, 1996
13. City Council minutes May 5, 2015

.

ORDINANCE NO. 1694
SERIES 2015

AN ORDINANCE AMENDING ORDINANCE NOS. 1165 AND 1166, SERIES 1994 CONCERNING THE GATEWAY ANNEXATION AND APPROVING AN AMENDMENT TO AN ADDENDUM TO ANNEXATION AGREEMENT

WHEREAS, on October 17, 1995, the City Council passed and adopted on second and final reading Ordinance No. 1165, Series 1994, "An Ordinance Annexing to the City of Louisville, Colorado, the Property Located in the North Half of Section 7, Township 1 South, Range 69 West, South of South Boulder Road and West of Washington Avenue," which was recorded on February 28, 1996 as Reception No. 01587000 in the Office of the Boulder County Clerk and Recorder; and

WHEREAS, also on October 17, 1995, the City Council passed and adopted on second and final reading Ordinance No. 1166, Series 1994, "An Ordinance Amending Title 17 of the Louisville Municipal Code Entitled 'Zoning' by Zoning Property Owned by the Louisview Corporation Known as the Gateway Annexation," which was recorded on February 28, 1996 as Reception No. 01587001 in the Office of the Boulder County Clerk and Recorder; and

WHEREAS, the City Council approved an Annexation Agreement for the Gateway Annexation dated December 5, 1995 and which was recorded on March 4, 1996 as Reception No. 01588412 in the Office of the Boulder County Clerk and Recorder and an Addendum to Annexation Agreement dated December 5, 1995 and which was recorded on March 4, 1996 as Reception No. 01588413 in the Office of the Boulder County Clerk and Recorder (the "Addendum"); and

WHEREAS, Ordinance Nos. 1165 and 1166 and the Addendum include provisions requiring the dwellings on the lots located on the west side of McCaslin Boulevard to be one story and no more than twenty-six feet in height; and

WHEREAS, there has been submitted to City Council a request to allow two story dwellings on said lots without changing the existing twenty-six foot height limitation; and

WHEREAS, City Council desires to amend Ordinance Nos. 1165 and 1166 and to approve an amendment to the Addendum to allow two story dwellings on said lots, subject to the twenty-six foot height limitation;

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

Section 1. Section 5 of Ordinance No. 1165, Series 1994 is hereby by amended to read

as follows (words to be added are underlined; words to be deleted are ~~stricken through~~):

Section 5 – That no more than ~~two~~ one single family dwelling~~s~~ may be constructed on the portion of the property on the west side of McCaslin Boulevard ~~(Parcels Four and Five on Exhibit A)~~ (Lots 1, Block 1, Gateway PUD, a/k/a Copper Hill Community Interest Community, Assessor Parcel Nos. 157507226001). Such dwelling shall be single or two story, but in no event shall such dwellings be ~~and not~~ more than twenty-six (26) feet in height. A second story would only be allowed if the following conditions are met:

1. The proposed principal structure maintains a minimum 3:12 roof pitch; and,
2. The proposed lot coverage shall not exceed 8.5%

~~The final number of such dwellings shall be determined thorough the P.U.D. process and may be one dwelling or two dwellings.~~

Section 2. Section 3 of Ordinance No. 1166, Series 1994 is hereby by amended to read as follows (words to be added are underlined; words to be deleted are ~~stricken through~~):

Section 3. No more than ~~two~~ one single family dwelling~~s~~ may be constructed on the portion of the property located on the west side of McCaslin Boulevard ~~(Parcels Four and Five on Exhibit B)~~ (Lots 1, Block 1, Gateway PUD, a/k/a Copper Hill Community Interest Community, Assessor Parcel Nos. 157507226001). Such dwelling~~s~~ shall be single or two story, but in no event shall such dwellings be ~~and not~~ more than twenty-six (26) feet in height. A second story would only be allowed if the following conditions are met:

1. The proposed principal structure maintains a minimum 3:12 roof pitch; and,
2. The proposed lot coverage shall not exceed 8.5%

~~The final number of such dwellings shall be determined thorough the P.U.D. process and may be one dwelling or two dwellings.~~

Section 3. The Amendment to Addendum to Annexation Agreement (Gateway Annexation) is hereby approved in essentially the same form as the copy of such Amendment accompanying this Ordinance. The Mayor and City Clerk are authorized to execute such Amendment, either as a single Amendment for both Lots or as a separate Amendment for each Lot, and the Mayor is hereby further granted the authority to negotiate and approve such revisions to said Amendment as the Mayor determines are necessary or desirable for the protection of the City, so long as the essential terms and conditions of the Amendment are not altered.

Section 4. If any portion of this ordinance is held to be invalid for any reason, such decision 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 5. All other ordinances or portions thereof inconsistent or conflicting with this ordinance or any portion hereof are hereby repealed to the extent of such inconsistency or conflict.

INTRODUCED, READ, PASSED ON FIRST READING, AND ORDERED PUBLISHED this 14th day of July, 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 28th day of July, 2015.

_____
Robert P. Muckle, Mayor

ATTEST:

_____
Nancy Varra, City Clerk

AMENDMENT TO ADDENDUM TO ANNEXATION AGREEMENT

(Gateway Annexation)

THIS AMENDMENT TO ADDENDUM TO ANNEXATION AGREEMENT is made and entered into this _____ day of _____, 2015, by and between TIERA CHRISTINA NELL and JEREMY LANCE WEISS, whose address is 2287 South Columbine Street, Denver, CO 80210 and the CITY OF LOUISVILLE, a home rule municipal corporation of the State of Colorado ("City") with reference to that certain ADDENDUM TO ANNEXATION AGREEMENT by and between Louisview Corporation and City which is dated December 5, 1995 and was recorded on March 4, 1996 as Reception No. 01588413 in the Office of the Boulder County Clerk and Recorder and is hereinafter referred to as the "Addendum" and that certain ANNEXATION AGREEMENT by and between Louisview Corporation and the City which is dated December 5, 1995 and was recorded on March 4, 1996 as Reception No. 01588412 in the Office of the Boulder County Clerk and Recorder and is hereinafter referred to as the "Annexation Agreement;" and

WHEREAS, the Owners are the owners of Lot 1, Block 1, Gateway PUD, a/k/a Copper Hill Community Interest Community, Assessor Parcel Nos. 157507226001; and

WHEREAS, the Addendum includes a provision requiring the dwellings on Lot 1 be one story and no more than twenty-six feet in height; and

WHEREAS, the Owners and City desire to amend the Addendum to allow two story dwellings on Lot 1 without changing the existing twenty-six foot height limitation, where the second story would only be allowed if the following conditions are met:

1. The proposed principal structure maintains a minimum 3:12 roof pitch; and,
2. The proposed lot coverage shall not exceed 8.5%.

NOW, THEREFORE, in consideration of the recitals, promises, covenants and undertakings hereinafter set forth, and other good and valuable consideration, the sufficiency of which is hereby acknowledged and confessed, the Owners and City agree as follows:

1. Section 14 of the Addendum is hereby amended to read as follows (words to be added are <u>underlined</u>; words deleted are ~~stricken through~~):

> 14. No more than <u>one</u> ~~two~~ single family dwelling~~s~~ may be constructed on the portion of the property located on the west side of McCaslin Boulevard, <u>Lot 1, Block 1, Gateway PUD, a/k/a Copper Hill Community Interest Community, Assessor Parcel No. 157507226001</u> ~~Parcels No. 4 and No. 5 on the approved Annexation plat~~. Such dwelling shall be single <u>or two</u> story<u>, but in no event shall such dwellings be</u> ~~and not~~ more than twenty-six (26) feet in height. <u>A second story would only be allowed if the following conditions are met:</u>

1. The proposed principal structure maintains a minimum 3:12 roof pitch; and,
2. The proposed lot coverage shall not exceed 8.5% \

~~The final number of such dwellings will be determined thorough the P.U.D. process and may be one dwelling or two dwellings.~~ If a final P.U.D. for the property is approved to the satisfaction of the City and the Owner, the Owner shall place the restrictions of this paragraph 14 in the deed for the parcel of the property located on the west side of McCaslin Boulevard, Lot 1, Block 1, Gateway PUD, a/k/a Copper Hill Community Interest Community, Assessor Parcel Nos. 157507226001 ~~Parcels No. 4 and No. 5~~.

2. The Addendum to Annexation Agreement, as herein amended by this Amendment to Addendum, is hereby ratified and confirmed and remains in full force and effect in accordance with its terms.

IN WITNESS WHEREOF, the Owners and City have executed this Amendment to Addendum to Annexation Agreement as of the day and year first above set forth.

CITY OF LOUISVILLE

_____
Robert P. Muckle, Mayor

ATTEST:

_____
Nancy Varra, City Clerk

[Remainder of page left intentionally blank]

OWNER:
TIERA CHRISTINA NELL

_____

ACKNOWLEDGEMENT

STATE OF COLORADO)
)ss
COUNTY OF _____)

The above and foregoing signature of Tiera Christina Nell was subscribed and sworn to before me this _____ day of _____, 2015.

Witness my hand and official seal.

My commission expires on: _____.

(SEAL) _____
Notary Public

OWNER:
JEREMY LANCE WEISS

_____

ACKNOWLEDGEMENT

STATE OF COLORADO)
)ss
COUNTY OF _____)

The above and foregoing signature of Jeremy Lance Weiss was subscribed and sworn to before me this _____ day of _____, 2015.

Witness my hand and official seal.

My commission expires on: _____.

(SEAL) _____
Notary Public

OWNER:
DAN BOYD

_____

ACKNOWLEDGEMENT

STATE OF COLORADO)
)ss
COUNTY OF _____)

The above and foregoing signature of Dan Boyd was subscribed and sworn to before me this _____ day of _____, 2015.

Witness my hand and official seal.

My commission expires on: _____.

(SEAL) _____
Notary Public

OWNER:
JILL BOYD

_____

ACKNOWLEDGEMENT

STATE OF COLORADO)
)ss
COUNTY OF _____)

The above and foregoing signature of Jill Boyd was subscribed and sworn to before me this _____ day of _____, 2015.

Witness my hand and official seal.

My commission expires on: _____.

(SEAL) _____
Notary Public

RESOLUTION NO. 20
SERIES 2015

A RESOLUTION RECOMMENDING CITY COUNCIL APPROVE AN AMENDMENT TO THE GATEWAY FINAL PLANNED UNIT DEVELOPMENT (PUD) TO MODIFY THE HEIGHT ALLOWANCE LANGUAGE ON LOT 1, BLOCK 1 FROM "1 STORY WITH A 26 FEET MAXIMUM BUILDING HEIGHT" TO "1 OR 2 STORIES WITH A MAXIMUM BUILDING HEIGHT OF 26 FEET, WHERE THE SECOND STORY WOULD ONLY BE ALLOWED IF THE FOLLOWING CONDITIONS ARE MET:

1. **The proposed principal structure maintains a minimum 3:12 roof pitch; and,**
2. **The proposed lot coverage shall not exceed 8.5%"**

WHEREAS, there has been submitted to the Louisville Planning Commission an application requesting an amendment to the Gateway PUD to allow two-story residential units on Lot 1 on Block 1 of the Gateway Subdivision without changing the existing 26-foot height limitation;

WHEREAS, the City Staff has reviewed the PUD amendment application and found it to comply with Louisville zoning regulations and would not alter the intended goal of the previous restriction in maximizing the City's view of the Flatirons from McCaslin Boulevard, or the views of the Flatirons from adjacent properties; and

WHEREAS, after a duly noticed public hearing on June 11, 2015, where evidence and testimony were entered into the record, including the findings in the Louisville Planning Commission Staff Report dated June 11, 2015, the Planning Commission recommends approval of the PUD Amendment to the City Council.

NOW THEREFORE, BE IT RESOLVED that the Planning Commission of the City of Louisville, Colorado does hereby recommend approval Resolution 20, Series 2015, a resolution recommending City Council approve an amendment to the Gateway Final Planned Unit Development (PUD) to modify the height allowance language on Lot 1, Block 1 from "1 story with a 26 feet maximum building height" to "1 or 2 stories with a maximum building height of 26 feet, where the second story would only be allowed if the following conditions are met:

1. The proposed principal structure maintains a minimum 3:12 roof pitch; and,
2. The proposed lot coverage shall not exceed 8.5%"

PASSED AND ADOPTED this 11th day of June, 2015.

By: _____
Chris Pritchard, Chairman
Planning Commission

Attest: _____
Ann O'Connell, Secretary
Planning Commission

City of Louisville
COLORADO • SINCE 1878

Planning Commission

Meeting Minutes

June 11, 2015
City Hall, Council Chambers
749 Main Street
6:30 PM

DRAFT

Call to Order – Chairman Pritchard called the meeting to order at 6:30 P.M.

Roll Call was taken and the following members were present:

Commission Members Present:	Chris Pritchard, Chairman Cary Tengler, Vice Chairman Ann O'Connell, Secretary Steve Brauneis Jeff Moline Scott Russell
Commission Members Absent:	Tom Rice
Staff Members Present:	Sean McCartney, Principal Planner

Approval of Agenda:
Brauneis made motion and O'Connell seconded to approve the June agenda. Motion passed by voice vote.

Approval of Minutes:
Moline made motion and Brauneis seconded to approve May minutes. Motion passed by voice vote. Tengler and O'Connell abstain.

Public Comments: Items not on the Agenda
None.

- **Gateway PUD Amendment: Resolution 20, Series 2015,** a resolution recommending City Council approve an amendment to the Gateway Final Planned Unit Development (PUD) to modify the height allowance language on Lots 1 and 2, Block 1 from "1 story with a 26 feet maximum building height" to "1 or 2 stories with a maximum building height of 26 feet, where the second story would only be allowed if the following criteria are met:
  1. The proposed principal structure maintains a minimum 3:12 roof pitch
  2. The proposed lot coverage shall not exceed 8.5%
     - Applicant and Representative: Vern Seieroe.
     - Owner: Tiera Nell and Jeremy Weiss
     - Case Manager: Troy Russ, Director of Planning and Building Safety

Conflict of Interest and Disclosure:
None.

Public Notice Certification:
Published in the Boulder Daily Camera on May 24, 2015. Posted in City Hall, Public Library, Recreation Center, the Courts and Police Building, and mailed to surrounding property owners on May 26, 2015.

Staff Report of Facts and Issues:
McCartney presented from Power Point:

- This resolution came before the City Council where it was denied.
- This is the same request to amend the final PUD to modify the height allowance language on Lots 1 and 2, Block 1 from "1 story with a 26 feet maximum building height" to "1 or 2 stories with a maximum building height of 26 feet, where the second story would only be allowed if the following criteria are met:
  1. The proposed principal structure maintains a minimum 3:12 roof pitch
  2. The proposed lot coverage shall not exceed 8.5%
- Location – West side of McCaslin and south of South Boulder Road.
- During annexation, the height was determined to not more than 26 feet for the two lots and one story. At 26 feet, view shed was maintained as much as possible.
- **PUD uses limited view preservation tools:**
  - 26 foot height limit
  - 1 Story
  - A 10% lot coverage (Lot is 98,000 sf)
    - No minimum roof pitch
    - No unique setback requirements
    - Approved landscape plan will eventually block the view
- **Staff observations:**
  - The allowed 26 foot, one story, structure will limit the existing unencumbered view.
  - A 26-foot, two story, structure will not worsen the impact on the view shed beyond what is allowed.
  - A two story structure within the allowed 26-feet would likely minimize view impacts by allowing a smaller building foot print (lot coverage).
    - a) The proposed principal structure maintains a minimum 3:12 roof pitch.
    - b) The proposed lot coverage shall not exceed 8.5%.

Staff Recommendations:
Staff recommends Planning Commission move to approve **Gateway PUD Amendment: Resolution 20, Series 2015,** a resolution recommending City Council approve an amendment to the Gateway Final Planned Unit Development (PUD) to modify the height allowance language on Lots 1 and 2, Block 1 from "1 story with a 26 feet maximum building height" to "1 or 2 stories with a maximum building height of 26 feet, where the second story would only be allowed if the following criteria are met:

1. The proposed principal structure maintains a minimum 3:12 roof pitch; and
2. The proposed lot coverage shall not exceed 8.5%

Commission Questions of Staff:
Tengler asks if the 26 feet is consistent from the prior PUD and you have changed the pitch from 4:12 to 3:12?
McCartney says there was no roof pitch requirement. We noticed in the Staff Report that there was a discussion of 4:12 and it was the wrong number. 3:12 should have been carried out throughout the Staff Report. There was never a discussion of roof pitch.

Moline asks about the HOA and if they objected to the original application?

DRAFT

McCartney says no, they did not object. The email from Copper Hill Homeowners Association says they support the construction of a two-story house that does not exceed 26 feet maximum height.

Russell asks if the zero point in the 26 feet, ground level, is consistent? The present state is they can build to 26 feet, and the future state is they can build to 26 feet. We are not proposing a change in the standard of the actual physical space it occupies. We are changing the building envelope.
Pritchard says it is the 3:12 roof pitch we are talking about.

O'Connell asks if the lot on the corner of South Boulder Road is subject to this?
McCartney says he believes that lot was dedicated to the City.
Pritchard says it may be their open space contribution.
Tengler says he thinks these requirements are limited to the two lots in the original development.
McCartney says on the western side, it only applies to them.

Russell asks if the collection of homes across the street have roof pitch requirements?
McCartney says no, they are allowed 27 feet tall.

Russell asks what is the maximum lot coverage allowed there?
McCartney says he does not know, but it could be 10% as well.

Russell asks if there is anywhere outside of Old Downtown where we apply roof pitch requirements and have an 8% lot coverage requirement?
McCartney says no. It is 20% and 30% mostly throughout the City.

Applicant Presentation:
Jeremy Weiss, 2287 S. Columbine, Denver, CO 80210

I do not know why City Council denied the proposal. I think one of their concerns was there were no roof pitch elements to the proposal. They were concerned about there being a propensity to build a flat roof on a two-story building. They did not want a flat roof. City Council also asked us to negotiate lot coverage. At the original time we presented to them, we did not negotiate. The original plan was a one-story, 26 feet height with 10% lot coverage. We did not ask for any height extension. We did not want to accept a lot reduction for future use of the land. We wanted them to allow us to build two stories in the allowable height. Because we did not budge on the lot coverage, they denied our proposal. We come back again tonight with a proposal that we hope will please them, with less lot coverage and a roof pitch requirement so there will not be a flat roof.

Commission Questions of Applicant:
Pritchard asks the applicant if they intend to own and occupy this property?
Weiss says yes, as soon as we can.

Public Comment:
None.

Summary and request by Staff and Applicant:
Recommend approval.

Closed Public Hearing and discussion by Commission:
Moline is in support.

DRAFT

Brauneis is in support.
Tengler is in support.
O'Connell says she thinks it is ridiculous that the applicant is here again. It should have gone through the first time. She is in support.
Russell says it is absolutely absurd and he is in support.

Motion made by Brauneis to approve Resolution No. 20, Series 2015, seconded by O'Connell. Roll call vote.

Name	Vote
Chris Pritchard	Yes
Jeff Moline	Yes
Ann O'Connell	Yes
Cary Tengler	Yes
Steve Brauneis	Yes
Scott Russell	Yes
Tom Rice	n/a
Motion passed/failed:	Pass

Motion passes 6-0.

DRAFT

2 Feb 2015

TO: Vern Seieroe

FROM: Copper Hill Homeowners Association Design Review Committee

SUBJECT: Approval of Lot No 1, Block No. 1, PUD Amendment

The Copper Hill Homeowners Association Design Review Committee members have reviewed the proposal submitted by Vern Seieroe, architect for Tiera Nell/Jeremy Weiss. We do support the construction of a two-story house that does not exceed 26' maximum in height.

If you have any questions regarding this approval feel free to contact Kim Langley at 303-905-9936 or kim.langley01@gmail.com.

Regards,

Kim Langley, Phil Prine, and Katie Bell
Copper Hill Homeowners Association
Design Review Committee

Vern Seieroe
architectural design • planning
office: 417 Vivian Street
telephone: 303 817 1303
Longmont, Colorado 80501
e-mail: vseieroe@aol.com

For consideration of:
Staff of the City of Louisville
Members of the Planning Commission of the City of Louisville
Member of the Council of the City of Louisville

Date: 15 May 2015

Re: Application for a Planned Unit Development Amendment – roof slope/accessory buildings/revised lot coverage/number of stories allowed

Tiera Nell / Jeremy Weiss Residence
Lot No. 1, Block 1 Gateway PUD, aka Copper Hill Neighborhood

Members of the Staff, Planning Commission and City Council,

Tiera Nell and Jeremy Weiss Residence are owners of Lot No. 1, Block 1 of the Gateway Planned Unit Development, also known as the Copper Hill Neighborhood

Mrs. Nell and Mr. Weiss request approval of a Planned Unit Development Amendment to the Gateway PUD as follows:

1.) The PUD shall stipulate that no roof shall be a flat roof design.

2.) All auxiliary (accessory) structures shall be limited to one story.

3.) The development of the lot shall be limited to no more than 8.5% lot coverage.

4.) The following language found in the "PUD Design Criteria" under subheading "Land Use Summary" sub-subheading "Residential (Block 1)", sub-sub-sub heading and criteria, less underline:

From "Maximum Building Height – Lots 1 & 2 Block 1 shall be <u>1 story</u> with 26' Maximum Building Height",

to
"Maximum Building Height – Lots 1 & 2 Block 1 shall be <u>1 or 2 stories</u> with 26' Maximum Building Height".

The Gateway PUD Block 1, of which Nell / Weiss owned Lot No. 1, is a part, states:
"Maximum Building Height – 26' (Lots -3 – 9)
Lots 1 & 2 Block 1 shall be 1 Story with 26' Maximum Building Height"
See the attached copies of the Gateway Planned Unit Development including a partial sheet of the 'Design Criteria'.

It is our belief that if the house is 26' maximum building height, then it fulfills the intent of the Planned Unit Development and any other restrictions of height on Lot 1 and in fact improves the conditions for the purpose the language was intended and for the Copper Hill neighborhood. That reasoning is as follows.

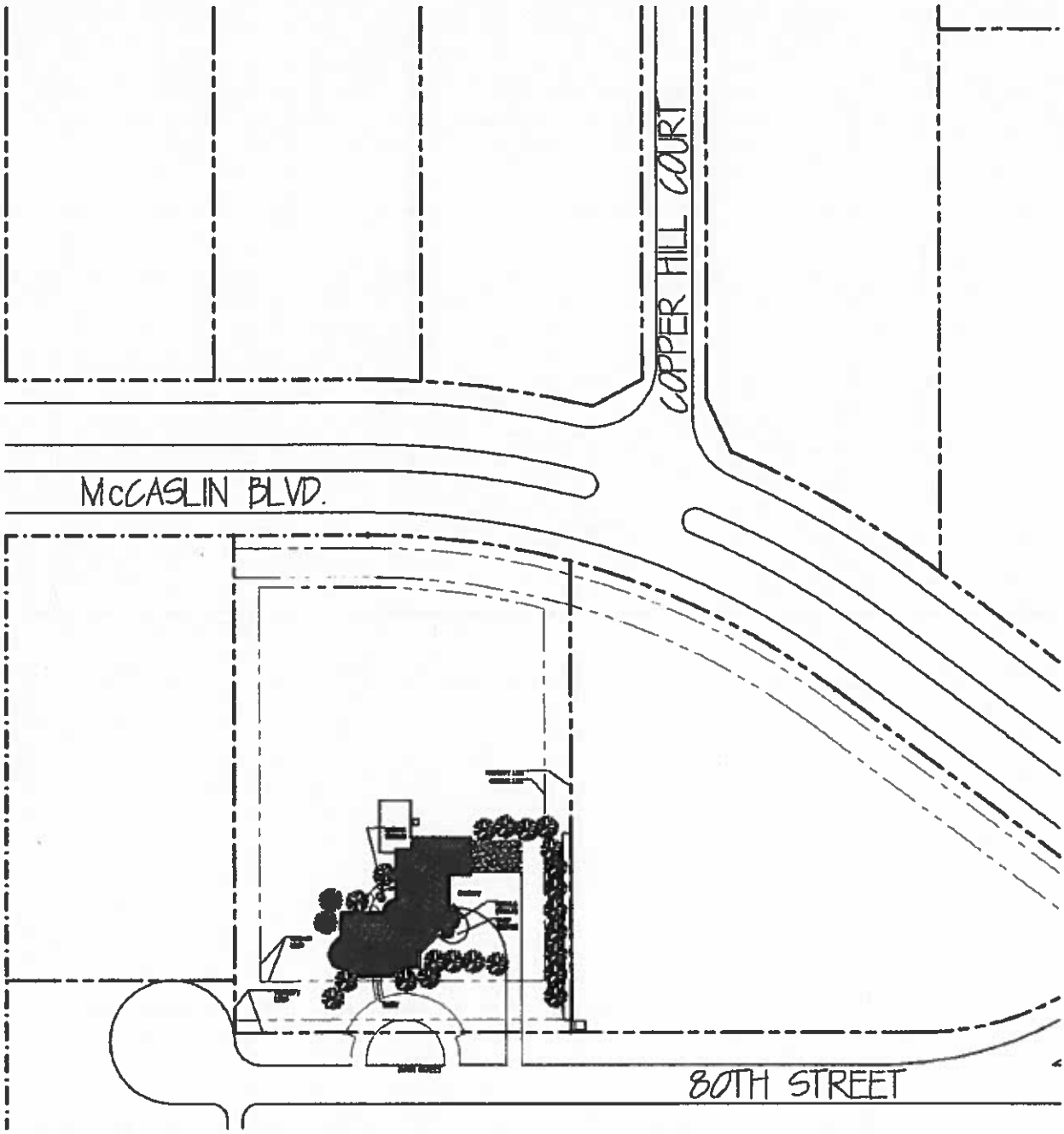
1. The house will be 25' 6" in height. This satisfies any view criteria originally established as the maximum actual building height in unchanged. The number stories bears no effect upon building height as the effective and ultimate limitation of the PUD is the Maximum Building Height of 26 feet.

Vern Seieroe
architectural design • planning
office: 417 Vivian Street
telephone: 303 817 1303
Longmont, Colorado 80501
e-mail: vseieroe@aol.com

2. The roof, as proposed, is a lower sloped roof, 4:12 slope. If the residence were to be a one story structure, the architect would recommend a 6:12 slope with the greater space allowed so as to create a preferred design aesthetic and so as to create a greater attic volume dissipating heat vertically towards the ridge and more successfully as part of the attic ventilation system.

3. The house as proposed is placed upon the site so as to create a view corridor for the Copper Hill neighbors to the East, across McCaslin including as they drive along Copper Hill Court in a westerly direction. See the following proposed Site Plan.

Vern Seieroe
architectural design • planning
office: 417 Vivian Street
telephone: 303 817 1303
Longmont, Colorado 80501
e-mail: vseieroe@aol.com



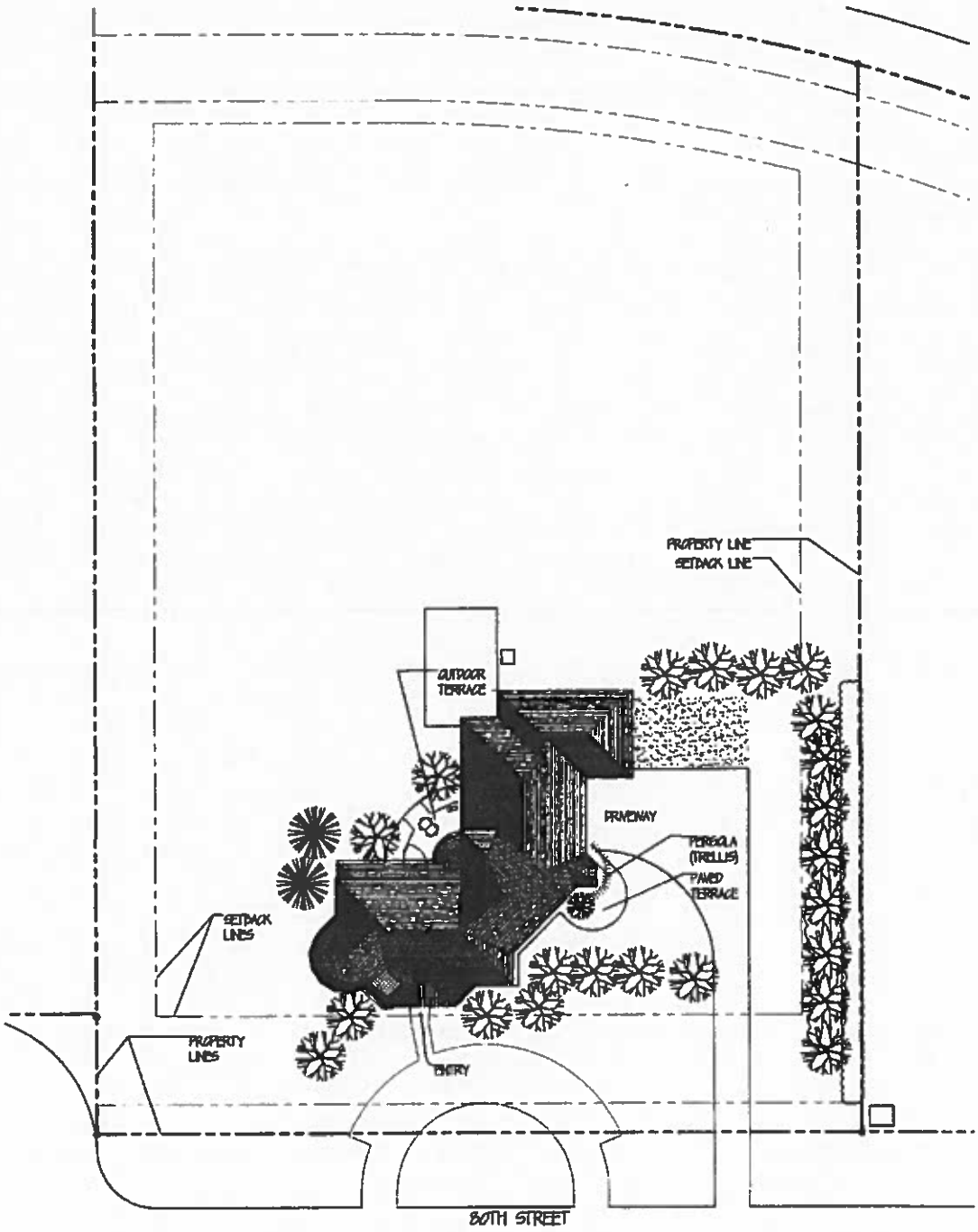
1566 S. 80TH ST., LOUISVILLE, CO

SITE PLAN – 02/04/2015 1" = 100' 0"

← North This Site Plan encompasses the western portion of the Copper Hill neighborhood including some of the properties located east of McCaslin. The proposed residence is placed to the North so as to create more openness to the view from east of McCaslin.

4. A similar size house (floor area) as the proposed, but designed as a single story structure, would be spread a much greater distance across the lot blocking more view from the east. This is demonstrated in the following two site plans, first the proposed two story plan.

Vern Seieroe
architectural design
office: 417 Vivian Street
telephone: 303 817 1303
planning
Longmont, Colorado 80501
e-mail: vseieroe@aol.com



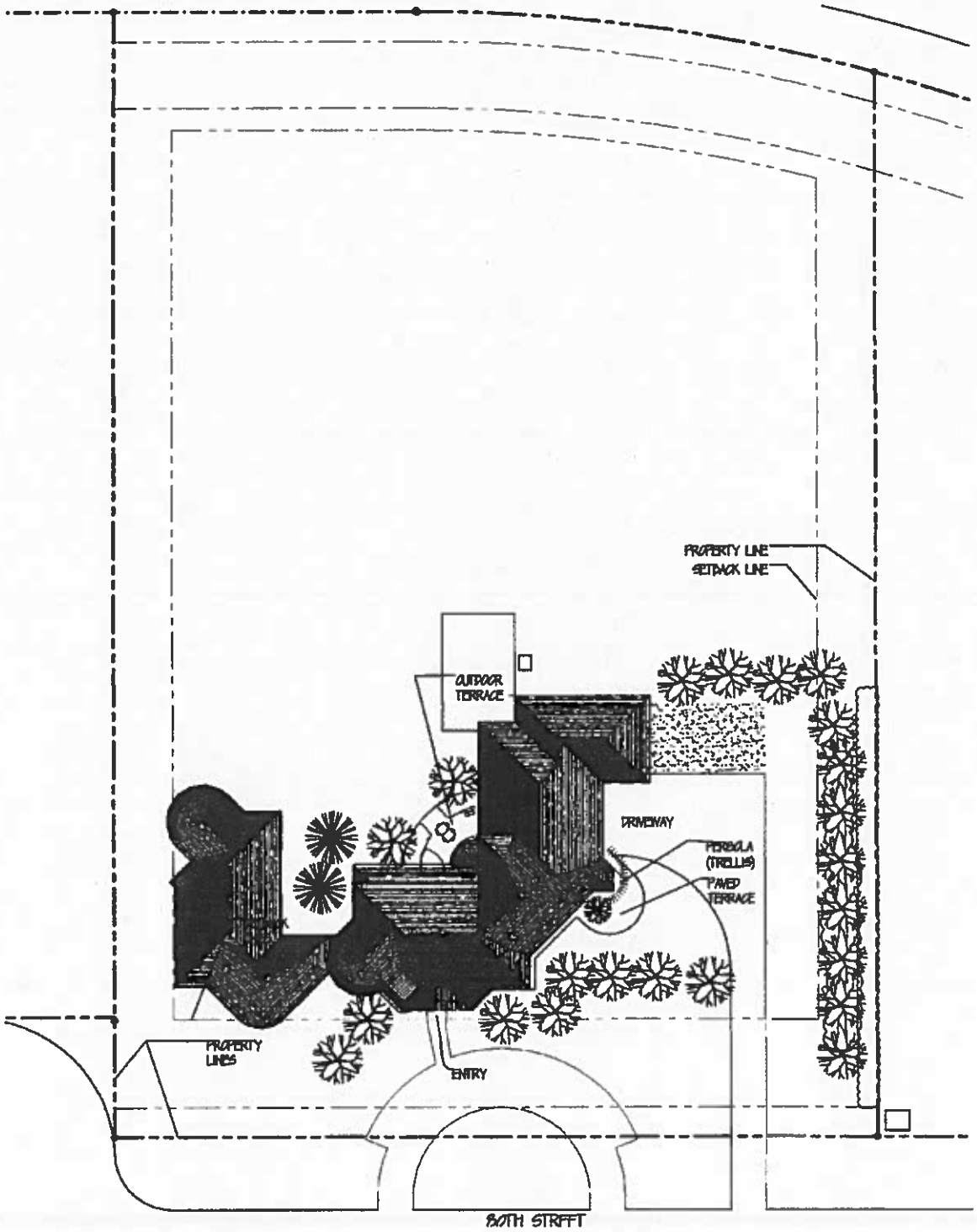
1566 S. BOTH ST., LOUISVILLE, CO

SITE PLAN – 02/04/2015 1" = 100' 0"

← North on Site Plan above

This drawing represents the Site Plan of the proposed house that Mrs. Nell and Mr. Weiss would like to build. It is a two story proposal that would require approval of the proposed Planned Unit Development Amendment. Design criteria naturally include taking advantage of the views to the west and moving the house to the north in order to create a view corridor between the house under construction on at Lot 2 to the South and this house for the rest of the Copper Hill neighborhood that resides to the east of these properties and east of McCaslin.

Vern Seieroe
architectural design • planning
office: 417 Vivian Street
telephone: 303 817 1303
Longmont, Colorado 80501
e-mail: vseieroe@aol.com



1566 S. BOTH ST., LOUISVILLE, CO

SITE PLAN – 02/04/2015 1" = 100' 0"

← North on Site Plan above

This is a hypothetical plan suggesting how this architect might design a one story residence for Mrs. Nell and Mr. Weiss. The design adheres to the same criteria as in the proposed Site Plan for a two story structure with a significant consideration for the views to the west and the consideration of the views of the Copper Hill neighborhood to the east.

Vern Seieroe
architectural design • planning
office: 417 Vivian Street
telephone: 303 817 1303
Longmont, Colorado 80501
e-mail: vseieroe@aol.com

5. A single story house, being more spread out, may have nearly the same roof height (building height) as a two story because it will be spread out over a greater area causing the roof to be taller and the need for overhead glazing such as clearstories and skylights. Note than no clear stories or skylights are proposed by Mrs. Nell and Mr. Weiss with a two story structure.

6. The house will have a much greater cost to build because it will have a much larger roof area, a much larger foundation, and a much larger excavation though the cost of stairway(s) will be reduced.

7. Further, the house will have a greater use of energy, and associated cost, to heat and cool as it will have a much larger roof area and on grade, floor area. The second floor, as proposed, covers 2,183 square feet of the first floor. Thus, a similar size one story structure will require a 2,183 square larger roof area and thus greater heat loss by the increased square footage. The same is true for the additional floor area on the ground floor, which will result in an increased the ground floor area by 2,183 square feet and therefore a greater area of heat loss for that square footage of area.

8. The resulting one story structure will also require a greater use of building materials, or resources as the result of larger roof area and a large foundation.

9. The increased building footprint will contribute to an increase in storm water runoff, and the resulting increase in storm water retention volume, and a further resulting increase in the impact of storm water runoff beyond the onsite storm water drainage mitigation systems.

10. A one story structure will obstruct a greater portion of the open view to the West for the Copper Hill neighborhood residents. The Copper Hill Design Review Committee has expressed their support for the proposed plan as a two story structure and for this Amendment to the Gateway Planned Unit development that Mrs. Nell and Mr. Weiss bring forward.

Mrs. Nell and Mr. Weiss are grateful for your consideration of this request for an Amendment to the Gateway Planned Unit Development and for the effort and time expended by staff, the Planning Commission members, and the members of City Council.

On their behalf, I express their appreciation.

Vern Seieroe, architectural design

5-1

#01587000 02/28/96 03:14 PM REAL ESTATE RECORDS
F2109 CHARLOTTE HOUSTON BOULDER CNTY CO RECORDER

ORDINANCE NO. 1165,
SERIES 1994

26

AN ORDINANCE ANNEXING TO THE CITY OF LOUISVILLE, COLORADO, THE PROPERTY LOCATED IN THE NORTH HALF OF SECTION 7, TOWNSHIP 1 SOUTH, RANGE 69 WEST, SOUTH OF SOUTH BOULDER ROAD AND WEST OF WASHINGTON AVENUE

WHEREAS, the City Council of the City Of Louisville, Colorado, hereby determines that the parcel of real property described below is owned by the Louisview Corporation; and,

WHEREAS, not less than one-sixth (1/6) of the perimeter of the area proposed to be annexed is contiguous with the City limits of the City of Louisville; and,

WHEREAS, a community of interest exists between the territory proposed to be annexed and the City of Louisville; and,

WHEREAS, the territory proposed to be annexed is urban or will be urbanized in the near future and the territory is capable of being integrated into the City of Louisville; and,

WHEREAS, an annexation election of qualified electors is not required for this annexation; and,

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

Section 1 - That the following described property situated in the County of Boulder, State of Colorado be annexed to the City of Louisville, to wit:

See Attached, Exhibit A

Section 2 - That said territory is hereby annexed to the City of Louisville and included within the corporate boundaries thereof as an integral part of the City;

Section 3 - That said territory shall become, upon annexation to the City, a part of Ward 1;

Section 4 - That this annexation ordinance shall not take effect until the City of Louisville and the Louisview Corporation have approved an Addendum to Annexation Agreement (Item VI, D.1 on the Council Agenda for the October 17, 1995 City Council meeting);

Section 5 - That no more than two single family dwellings may be constructed on the portion of the property located on the west side of McCaslin Boulevard (Parcels Four and Five on Exhibit A). Such dwellings shall be single story and not more than twenty-six (26) feet in height. The final number of such dwellings will be determined through the P.U.D. process and may be one dwelling or two dwellings.

INTRODUCED, READ AND ORDERED PUBLISHED this 18th day of October, 1994.

Tom Davidson, Mayor

ATTEST:

Maj-Lis Kemper, City Clerk

APPROVED AS TO FORM:

Susan Griffiths, City Attorney
Griffiths & Tanoue, P.C.

PASSED AND ADOPTED ON SECOND AND FINAL READING this 17th day of October, 1995.

Tom Davidson, Mayor

ATTEST:

Maj-Lis Kemper, City Clerk

EXHIBIT A

5-3

65

LEGAL DESCRIPTION
PARCEL ONE

THAT PORTION OF THE NORTH HALF OF THE NORTH HALF OF SECTION 7, TOWNSHIP 1 SOUTH, RANGE 69 WEST, SIXTH PRINCIPAL MERIDIAN, BOULDER COUNTY, COLORADO, DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 7,

THENCE S 00°06'49" E 60.00 FEET ALONG THE NORTH-SOUTH CENTERLINE OF SAID SECTION 7;
THENCE N 89°33'13" E 75.00 FEET ALONG THE SOUTHERLY RIGHT OF WAY OF SOUTH BOULDER ROAD, AS DESCRIBED IN A DOCUMENT RECORDED AT RECEPTION NO. 962816, TO THE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID SOUTHERLY RIGHT OF WAY N 89°33'13" E 304.11 FEET;
THENCE S 00°28'37" E 221.23 FEET ALONG THE WESTERLY BOUNDARY OF LOTS 47 THROUGH 50, BLOCK 3, HILLSBOROUGH WEST SUBDIVISION FILING NO. 1;
THENCE S 89°31'25" W 305.51 ALONG THE NORTHERLY BOUNDARY OF LOTS 34 & 35, BLOCK 3, SAID HILLSBOROUGH WEST SUBDIVISION FILING NO. 1 TO THE EASTERLY BOUNDARY OF THAT TRACT OF LAND DESCRIBED IN A DOCUMENT RECORDED AT RECEPTION NO 862861;
THENCE ALONG SAID EASTERLY BOUNDARY N 00°06'49" W 221.39 FEET TO THE POINT OF BEGINNING, CONTAINING 67458 SQUARE FEET (1.5486 ACRES).

LEGAL DESCRIPTION
PARCEL TWO

THAT PORTION OF THE NORTH HALF OF THE NORTH HALF OF SECTION 7, TOWNSHIP 1 SOUTH, RANGE 69 WEST, SIXTH PRINCIPAL MERIDIAN, BOULDER COUNTY, COLORADO, DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 7;

THENCE N 89°29'34" E 1678.49 FEET ALONG THE NORTHERLY LINE OF SAID NORTH HALF OF THE NORTH HALF OF SECTION 7;
THENCE S 00°28'37" E 60.00 FEET TO THE POINT OF BEGINNING;

THENCE N 89°29'33" E 1010.81 FEET ALONG THE SOUTHERLY RIGHT OF WAY OF SOUTH BOULDER ROAD AS DESCRIBED IN A DOCUMENT RECORDED AT RECEPTION NO. 962816;
THENCE S 00°06'49" E 221.43 FEET ALONG THE EASTERLY BOUNDARY OF THE NORTHWEST QUARTER OF SECTION 7 TO THE NORTHERLY BOUNDARY OF BLOCK 3 HILLSBOROUGH WEST SUBDIVISION FILING NO. 1;
THENCE S 89°31'23" W 1009.41 FEET ALONG SAID NORTHERLY BOUNDARY TO THE EASTERLY RIGHT OF WAY OF KENNEDY AVENUE;
THENCE N 00°28'37" W 220.89 FEET ALONG SAID RIGHT OF WAY TO THE POINT OF BEGINNING, CONTAINING 223395 SQUARE FEET (5.128 ACRES).

LEGAL DESCRIPTION
PARCEL THREE

THAT PORTION OF THE NORTH HALF OF THE NORTH HALF OF SECTION 7, TOWNSHIP 1 SOUTH, RANGE 69 WEST, SIXTH PRINCIPAL MERIDIAN, BOULDER COUNTY, COLORADO, DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 7;

THENCE N 89°29'34" E 559.75 FEET ALONG THE NORTH BOUNDARY OF THE NORTHWEST QUARTER OF SAID SECTION 7;
THENCE S 00°30'27" E 60.00 FEET TO THE POINT OF BEGINNING;

THENCE N 89°29'33" E 971.59 FEET ALONG THE SOUTHERLY RIGHT OF WAY OF SOUTH BOULDER ROAD AS DESCRIBED IN A DOCUMENT RECORDED AT RECEPTION NUMBERS 875290 AND 962816;
THENCE S 00°28'37" E 220.81 FEET ALONG THE WESTERLY BOUNDARY OF TRACT D, HILLSBOROUGH WEST SUBDIVISION FILING NO. 1;
THENCE ALONG THE BOUNDARY OF BLOCK 1, SAID HILLSBOROUGH WEST SUBDIVISION FILING NO. 1 THE FOLLOWING COURSES:

1. S 89°31'23" W 22.88 FEET;
2. S 00°28'37" E 336.09 FEET;
3. S 26°48'02" W 261.50 FEET;
4. N 43°35'10" W 93.82 FEET;
5. S 89°31'23" W 930.92 FEET;

THENCE ALONG THE EASTERLY RIGHT OF WAY OF McCASLIN BOULEVARD AS DESCRIBED IN A DOCUMENT RECORDED AT RECEPTION NO. 875290 THE FOLLOWING COURSES:

1. ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT 462.33 FEET, SAID ARC SUBTENDED BY A RADIUS OF 725.62 FEET, A CENTRAL ANGLE OF 36°30'22" AND A CHORD BEARING N 17°15'33" E 454.55 FEET;
2. N 00°59'38" W 257.08 FEET;
3. N 44°15'53" E 42.65 FEET TO THE POINT OF BEGINNING.

CONTAINING 723855 SQUARE FEET, (16.62 ACRES).

LEGAL DESCRIPTION
PARCEL FOUR

THAT PORTION OF THE NORTH HALF OF THE NORTH HALF OF SECTION 7, TOWNSHIP 1 SOUTH, RANGE 69 WEST, SIXTH PRINCIPAL MERIDIAN, BOULDER COUNTY, COLORADO, DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 7;

THENCE S 00°06'53" E 69.93 FEET ALONG THE WESTERLY BOUNDARY OF SAID NORTH HALF OF THE NORTH HALF OF SECTION 7;
THENCE N 89°33'07" E 70.00 FEET TO THE POINT OF BEGINNING.
THENCE N 89°29'34" E 309.80 FEET ALONG THE SOUTHERLY RIGHT OF WAY OF SOUTH BOULDER ROAD AS DESCRIBED IN A DOCUMENT RECORDED AT RECEPTION NO. 875290;
THENCE ALONG THE WESTERLY RIGHT OF WAY OF McCASLIN BOULEVARD AS DESCRIBED IN A DOCUMENT RECORDED AT RECEPTION NO. 875290 THE FOLLOWING COURSES:

1. S 45°44'14" E 42.92 FEET;
2. S 00°59'38" E 248.16 FEET;
3. ALONG THE ARC OF A CURVE TO THE RIGHT 385.87 FEET, SAID ARC SUBTENDED BY A RADIUS OF 605.62, A CENTRAL ANGLE OF 36°30'22", AND A CHORD BEARING S 17°15'33" W 379.38 FEET;
4. S 35°30'45" W 298.59 FEET;
5. N 54°29'15" W 16.69 FEET;
6. ALONG THE ARC OF A CURVE TO THE RIGHT 189.80 FEET TO THE EASTERLY RIGHT OF WAY OF 80TH STREET, SAID ARC SUBTEDED BY A RADIUS OF 200.00 FEET, A CENTRAL ANGLE OF 54°22'22", AND A CHORD BEARING N 27°18'04" W 182.75 FEET;

THENCE ALONG THE RIGHT OF WAY OF SAID 80TH STREET THE FOLLOWING COURSES:

1. N 00°06'53" W 532.51 FEET PARALLEL WITH AND 30.00 FEET EASTERLY, MEASURED PERPENDICULARLY FROM SAID WESTERLY BOUNDARY OF THE NORTH HALF OF THE NORTH HALF OF SECTION 7,
2. N 89°53'07" E 40.00 FEET;
3. N 00°06'53" W 176.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 264480 SQUARE FEET (6.072 ACRES).

LEGAL DESCRIPTION
PARCEL FIVE

THAT PORTION OF THE NORTH HALF OF THE NORTH HALF OF SECTION 7, TOWNSHIP 1 SOUTH, RANGE 69 WEST, SIXTH PRINCIPAL MERIDIAN, BOULDER COUNTY, COLORADO, DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 7,

THENCE S 00°06'53" E 1102.32 FEET ALONG THE WESTERLY BOUNDARY OF SAID NORTH HALF OF THE NORTH HALF OF SECTION 7,
THENCE N 89°33'07" E 30.00 TO THE EASTERLY RIGHT OF WAY OF 30TH STREET, THE POINT OF BEGINNING;

THENCE N 00°06'53" W 157.98 FEET ALONG SAID RIGHT OF WAY TO THE RIGHT OF WAY OF McCASLIN BOULEVARD AS DESCRIBED IN A DOCUMENT RECORDED AT RECEPTION NO. 875290,
THENCE ALONG SAID RIGHT OF WAY THE FOLLOWING COURSES:

1. ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT, 66.52 FEET, SAID ARC SUBTENDED BY A RADIUS OF 260.00 FEET, A CENTRAL ANGLE OF 14°39'34", AND A CHORD BEARING S 47°09'28" E 66.34 FEET;
2. S 54°29'15" E 16.68 FEET;
3. S 35°30'44" W 12.00 FEET;
4. ALONG THE ARC OF A CURVE TO THE LEFT 108.51 FEET TO THE POINT OF BEGINNING, SAID ARC SUBTENDED BY A RADIUS OF 615.00 FEET, A CENTRAL ANGLE OF 10°06'34", AND A CHORD BEARING S 30°27'28" W 108.37 FEET;

SAID PARCEL CONTAING 4511 SQUARE FEET (0.104 ACRES).

#01587001 02/28/96 03:14 PM REAL ESTATE RECORDS
F2109 CHARLOTTE HOUSTON BOULDER CNTY CO RECORDER

5-1

ORDINANCE NO. 1166,
SERIES 1994

AN ORDINANCE AMENDING TITLE 17 OF THE LOUISVILLE MUNICIPAL CODE ENTITLED "ZONING" BY ZONING PROPERTY OWNED BY THE LOUISVIEW CORPORATION KNOWN AS THE GATEWAY ANNEXATION

26

WHEREAS, the City of Louisville has annexed certain real property, by adopting Ordinance No. 1166, Series 1994; and,

WHEREAS, it is necessary that the zoning thereof be determined;

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

Section 1. That Section 17.04.050 of the Louisville Municipal Code, entitled "Zoning Map -District Boundaries Established", shall be amended to include the following described property, and that the parcel shall be zoned in accordance with the zoning indicated after the description below:

See Attached Exhibit A,

"AO-T" - ADMINISTRATIVE OFFICE - TRANSITION

See Attached Exhibit B,

"SF-R" - SINGLE FAMILY, RURAL, on Parcel Three as described on Exhibit B;

See Attached Exhibit C,

"R-RR" - RESTRICTED RURAL RESIDENTIAL, on Parcels Four and Five on Exhibit C.

Section 2. This Ordinance shall take effect immediately after Ordinance No. 1165, Series 1994, takes effect.

Section 3. No more than two single family dwellings may be constructed on the portion of the property located on the west side of McCaslin Boulevard (Parcels Four and Five on Exhibit B). Such dwellings shall be single story and not more than twenty-six (26) feet in height. The final number of such dwellings will be determined through the P.U.D. process and may be one dwelling or two dwellings.

5-2

INTRODUCED, READ AND ORDERED PUBLISHED this 18th day of October, 1994.

BY:

Tom Davidson, Mayor

ATTEST:

CITY OF LOUISVILLE SEAL COLORADO

Maj-Lis Kemper, City Clerk

APPROVED AS TO FORM:

Susan Griffiths, City Attorney
Griffiths & Tanoue, P.C.

PASSED AND ADOPTED ON SECOND AND FINAL READING this 17th day of October, 1995.

BY:

Tom Davidson, Mayor

ATTEST:

By: Maj-Lis Kemper, City Clerk

CITY OF LOUISVILLE COLORADO

EXHIBIT A

5-3

LEGAL DESCRIPTION
PARCEL ONE

THAT PORTION OF THE NORTH HALF OF THE NORTH HALF OF SECTION 7, TOWNSHIP 1 SOUTH, RANGE 69 WEST, SIXTH PRINCIPAL MERIDIAN, BOULDER COUNTY, COLORADO, DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 7,

THENCE S 00°06'49" E 60.00 FEET ALONG THE NORTH-SOUTH CENTERLINE OF SAID SECTION 7;
THENCE N 89°33'13" E 75.00 FEET ALONG THE SOUTHERLY RIGHT OF WAY OF SOUTH BOULDER ROAD, AS DESCRIBED IN A DOCUMENT RECORDED AT RECEPTION NO. 962816, TO THE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID SOUTHERLY RIGHT OF WAY N 89°33'13" E 304.11 FEET;
THENCE S 00°28'37" E 221.23 FEET ALONG THE WESTERLY BOUNDARY OF LOTS 47 THROUGH 50, BLOCK 3, HILLSBOROUGH WEST SUBDIVISION FILING NO. 1;
THENCE S 89°31'25" W 305.51 ALONG THE NORTHERLY BOUNDARY OF LOTS 34 & 35, BLOCK 3, SAID HILLSBOROUGH WEST SUBDIVISION FILING NO. 1 TO THE EASTERLY BOUNDARY OF THAT TRACT OF LAND DESCRIBED IN A DOCUMENT RECORDED AT RECEPTION NO 862861;
THENCE ALONG SAID EASTERLY BOUNDARY N 00°06'49" W 221.39 FEET TO THE POINT OF BEGINNING, CONTAINING 67458 SQUARE FEET (1.5486 ACRES).

LEGAL DESCRIPTION
PARCEL TWO

THAT PORTION OF THE NORTH HALF OF THE NORTH HALF OF SECTION 7, TOWNSHIP 1 SOUTH, RANGE 69 WEST, SIXTH PRINCIPAL MERIDIAN, BOULDER COUNTY, COLORADO, DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 7;

THENCE N 89°29'34" E 1678.49 FEET ALONG THE NORTHERLY LINE OF SAID NORTH HALF OF THE NORTH HALF OF SECTION 7;
THENCE S 00°28'37" E 60.00 FEET TO THE POINT OF BEGINNING;

THENCE N 89°29'33" E 1010.81 FEET ALONG THE SOUTHERLY RIGHT OF WAY OF SOUTH BOULDER ROAD AS DESCRIBED IN A DOCUMENT RECORDED AT RECEPTION NO. 962816;
THENCE S 00°06'49" E 221.43 FEET ALONG THE EASTERLY BOUNDARY OF THE NORTHWEST QUARTER OF SECTION 7 TO THE NORTHERLY BOUNDARY OF BLOCK 3 HILLSBOROUGH WEST SUBDIVISION FILING NO. 1;
THENCE S 89°31'23" W 1009.41 FEET ALONG SAID NORTHERLY BOUNDARY TO THE EASTERLY RIGHT OF WAY OF KENNEDY AVENUE;
THENCE N 00°28'37" W 220.89 FEET ALONG SAID RIGHT OF WAY TO THE POINT OF BEGINNING, CONTAINING 223395 SQUARE FEET (5.128 ACRES).

5-4

EXHIBIT B

LEGAL DESCRIPTION
PARCEL THREE

THAT PORTION OF THE NORTH HALF OF THE NORTH HALF OF SECTION 7, TOWNSHIP 1 SOUTH, RANGE 69 WEST, SIXTH PRINCIPAL MERIDIAN, BOULDER COUNTY, COLORADO, DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 7;

THENCE N 89°29'34" E 559.75 FEET ALONG THE NORTH BOUNDARY OF THE NORTHWEST QUARTER OF SAID SECTION 7;
THENCE S 00°30'27" E 60.00 FEET TO THE POINT OF BEGINNING;

THENCE N 89°29'33" E 971.59 FEET ALONG THE SOUTHERLY RIGHT OF WAY OF SOUTH BOULDER ROAD AS DESCRIBED IN A DOCUMENT RECORDED AT RECEPTION NUMBERS 875290 AND 962816;
THENCE S 00°28'37" E 220.81 FEET ALONG THE WESTERLY BOUNDARY OF TRACT D, HILLSBOROUGH WEST SUBDIVISION FILING NO. 1;
THENCE ALONG THE BOUNDARY OF BLOCK 1, SAID HILLSBOROUGH WEST SUBDIVISION FILING NO. 1 THE FOLLOWING COURSES:

1. S 89°31'23" W 22.88 FEET;
2. S 00°28'37" E 336.09 FEET;
3. S 26°48'02" W 261.50 FEET;
4. N 43°35'10" W 93.82 FEET;
5. S 89°31'23" W 930.92 FEET;

THENCE ALONG THE EASTERLY RIGHT OF WAY OF McCASLIN BOULEVARD AS DESCRIBED IN A DOCUMENT RECORDED AT RECEPTION NO. 875290 THE FOLLOWING COURSES:

1. ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT 462.33 FEET, SAID ARC SUBTENDED BY A RADIUS OF 725.62 FEET, A CENTRAL ANGLE OF 36°30'22" AND A CHORD BEARING N 17°15'33" E 454.55 FEET;
2. N 00°59'38" W 257.08 FEET;
3. N 44°15'53" E 42.65 FEET TO THE POINT OF BEGINNING,

CONTAINING 723855 SQUARE FEET, (16.62 ACRES).

EXHIBIT C

5-5

LEGAL DESCRIPTION
PARCEL FOUR

THAT PORTION OF THE NORTH HALF OF THE NORTH HALF OF SECTION 7, TOWNSHIP 1 SOUTH, RANGE 69 WEST, SIXTH PRINCIPAL MERIDIAN, BOULDER COUNTY, COLORADO, DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 7;

THENCE S 00°06'53" E 69.93 FEET ALONG THE WESTERLY BOUNDARY OF SAID NORTH HALF OF THE NORTH HALF OF SECTION 7;
THENCE N 89°33'07" E 70.00 FEET TO THE POINT OF BEGINNING,
THENCE N 89°29'34" E 309.80 FEET ALONG THE SOUTHERLY RIGHT OF WAY OF SOUTH BOULDER ROAD AS DESCRIBED IN A DOCUMENT RECORDED AT RECEPTION NO. 875290;
THENCE ALONG THE WESTERLY RIGHT OF WAY OF McCASLIN BOULEVARD AS DESCRIBED IN A DOCUMENT RECORDED AT RECEPTION NO. 875290 THE FOLLOWING COURSES:

1. S 45°44'14" E 42.92 FEET;
2. S 00°59'38" E 248.16 FEET;
3. ALONG THE ARC OF A CURVE TO THE RIGHT 385.87 FEET, SAID ARC SUBTENDED BY A RADIUS OF 605.62, A CENTRAL ANGLE OF 36°30'22", AND A CHORD BEARING S 17°15'33" W 379.38 FEET;
4. S 35°30'45" W 298.59 FEET;
5. N 54°29'15" W 16.69 FEET;
6. ALONG THE ARC OF A CURVE TO THE RIGHT 189.80 FEET TO THE EASTERLY RIGHT OF WAY OF 80TH STREET, SAID ARC SUBTEDED BY A RADIUS OF 200.00 FEET, A CENTRAL ANGLE OF 54°22'22", AND A CHORD BEARING N 27°18'04" W 182.75 FEET;

THENCE ALONG THE RIGHT OF WAY OF SAID 80TH STREET THE FOLLOWING COURSES.

1. N 00°06'53" W 532.51 FEET PARALLEL WITH AND 30.00 FEET EASTERLY, MEASURED PERPENDICULARLY FROM SAID WESTERLY BOUNDARY OF THE NORTH HALF OF THE NORTH HALF OF SECTION 7,
2. N 89°53'07" E 40.00 FEET;
3. N 00°06'53" W 176.00 FEET TO THE POINT OF BEGINNING, CONTAINING 264480 SQUARE FEET (6.072 ACRES).

LEGAL DESCRIPTION
PARCEL FIVE

THAT PORTION OF THE NORTH HALF OF THE NORTH HALF OF SECTION 7, TOWNSHIP 1 SOUTH, RANGE 69 WEST, SIXTH PRINCIPAL MERIDIAN, BOULDER COUNTY, COLORADO, DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 7.

THENCE S 00°06'53" E 1102.32 FEET ALONG THE WESTERLY BOUNDARY OF SAID NORTH HALF OF THE NORTH HALF OF SECTION 7,
THENCE N 89°33'07" E 30.00 TO THE EASTERLY RIGHT OF WAY OF 80TH STREET, THE POINT OF BEGINNING;

THENCE N 00°06'53" W 157.98 FEET ALONG SAID RIGHT OF WAY TO THE RIGHT OF WAY OF McCASLIN BOULEVARD AS DESCRIBED IN A DOCUMENT RECORDED AT RECEPTION NO. 875290;
THENCE ALONG SAID RIGHT OF WAY THE FOLLOWING COURSES.

1. ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT, 66.52 FEET, SAID ARC SUBTENDED BY A RADIUS OF 260.00 FEET, A CENTRAL ANGLE OF 14°39'34", AND A CHORD BEARING S 47°09'28" E 66.34 FEET;
2. S 54°29'15" E 16.68 FEET;
3. S 35°30'44" W 12.00 FEET;
4. ALONG THE ARC OF A CURVE TO THE LEFT 108.51 FEET TO THE POINT OF BEGINNING, SAID ARC SUBTENDED BY A RADIUS OF 615.00 FEET, A CENTRAL ANGLE OF 10°06'34", AND A CHORD BEARING S 30°27'28" W 108.37 FEET;

SAID PARCEL CONTAING 4511 SQUARE FEET (0.104 ACRES).

#01588413 03/04/96 02:41 PM REAL ESTATE RECORDS
F2110 CHARLOTTE HOUSTON BOULDER CNTY CO RECORDER

H-1

ADDENDUM TO
ANNEXATION AGREEMENT

THIS ADDENDUM is made and entered into this 5TH day of DEC, 1995, by and between LOUISVIEW CORPORATION, herein referred to as the "Owner", and the "CITY OF LOUISVILLE", a municipal corporation of the State of Colorado, hereinafter referred to as "Louisville" or "City".

WITNESSETH:

WHEREAS, the Owner and Louisville have entered into an Annexation Agreement with respect to certain property described therein ("property"), a copy of which is attached hereto; and

WHEREAS, the Owner has executed a petition to annex the property, a copy of which petition is attached hereto, incorporated herein, and made a part hereof; and

WHEREAS, it is to the mutual benefit of the parties hereto to enter into this Addendum to govern the rights and obligations of the parties subsequent to the annexation.

NOW, THEREFORE, IN CONSIDERATION OF THE ABOVE PREMISES AND THE COVENANTS AS HEREINAFTER SET FORTH, IT IS AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. Owner agrees to execute and promptly submit a preliminary P.U.D. on the property for prompt consideration by the City of Louisville.

2. Owner agrees to provide the documents, surveys, engineering work, maps, reports, and the other documents necessary for the City to act upon a preliminary P.U.D. relating to the property and agrees to pay all fees connected therewith.

4-2

3. Louisville shall act upon the preliminary P.U.D., following the process described in the City ordinances, no later than 180 days from the date of submission. Owner may thereafter submit a final P.U.D. proposal for the property, including all documents and the payment of all fees related thereto. If so, the City shall act upon the final P.U.D., following the process described in the City ordinances, no later than 180 days from the date of submission of the final P.U.D. proposal.

4. The parties recognize that it is the intent and desire of Owner to develop the property in a manner consistent with the zoning requested and that the granting of zoning by the City of SF-R for the residential portion and AO-T for the commercial portion is a condition to maintaining the annexation of the property to the City of Louisville. The Owner and Louisville agree that if the preliminary or final P.U.D., submitted by the Owner is not approved to the satisfaction of the City and the Owner within 180 days from the date of submission, then this annexation shall be null and void and all things of value returned to each of the parties, except that the City will retain all fees paid by the Owner related to the preliminary and final P.U.D. proposal.

5. The City agrees upon disconnection of the property from the City that all rights-of-way dedicated and all water rights held in escrow shall be ~~turned~~ returned to the Owner.

6. All water rights listed on Exhibit C to the Annexation Agreement shall be held in escrow by a person or entity approved by the Owner and the City until approval of the final P.U.D. and the time for filing any referendum on the P.U.D. has lapsed or any referendum on the P.U.D. has failed, at which time the water rights shall be transferred to the City in accordance with paragraph 13 of the Annexation Agreement. If the final P.U.D. is not approved to the satisfaction of the City and the Owner and the Owner withdraws the annexation, all water rights held in escrow shall be returned to the Owner.

A-3

7. This agreement embodies the entire agreement of the parties. There are no promises, terms, conditions or obligations other than those contained herein and this agreement supersedes all previous communications, representations, or agreements, either verbal or written between the parties.

8. This Agreement shall be binding upon an enure to the benefit of the heirs, transferees, successors, and assigns hereof and shall constitute covenants running with the land.

9. This Addendum may be recorded with the County Clerk of Boulder County, Colorado at the Owner's expense.

10. Subject to the conditions precedent herein, this Agreement may be enforced in any court of competent jurisdiction.

11. The parties acknowledge that the zoning of and P.U.D. action relating to the property is subject to the legislative discretion of the City Council and the rights of initiative and referendum reserved to the citizens of Louisville. No assurance of zoning or P.U.D. approval has been made or relied upon by the Owner. In the event that in the exercise of its legislative discretion, the City's action on the zoning or P.U.D. proposal for the property is not satisfactory to the Owner, then the sole and exclusive remedy of the Owner shall be disconnecting the property from the City and the return to the Owner of all dedicated rights-of-way and escrowed water rights, as described above.

12. The parties agree to cooperate and provide/sign all documents and take all actions necessary to achieve any disconnection of the property from the City pursuant to this Agreement.

H-4

13. The parties agree that if any part, term, portion or provision of this Addendum conflicts with the Annexation Agreement that the Addendum shall take precedent.

14. No more than two single family dwellings may be constructed on the portion of the property located on the west side of McCaslin Boulevard, Parcels No. 4 and No. 5 on the approved Annexation plat. Such dwellings shall be single story and not more than twenty-six (26) feet in height. The final number of such dwellings will be determined through the P.U.D. process and may be one dwelling or two dwellings. If a final P.U.D. for the property is approved to the satisfaction of the City and the Owner, the Owner shall place the restrictions of this paragraph 14 in the deeds for the parcels of the property located on the west side of McCaslin Boulevard, Parcels No. 4 and No. 5.

OWNER: LOUISVIEW CORPORATION

By: Edwin D. Heyman
PRESIDENT

CITY OF LOUISVILLE

By: Tom Davidson
Tom Davidson, Mayor

ATTEST:

By: Maj-Lis Kemper
Maj-Lis Kemper, City Clerk

#01588412 03/04/96 02:41 PM REAL ESTATE RECORDS
F2110 CHARLOTTE HOUSTON BOULDER CNTY CO RECORDER

9-1

Revised 11/07/95

ANNEXATION AGREEMENT

THIS AGREEMENT is made and entered into this 5TH day of DECEMBER, 1995 by and between LOUISVIEW CORPORATION, hereinafter referred to as the "Owner," and the CITY OF LOUISVILLE, a municipal corporation of the State of Colorado, hereinafter referred to as "Louisville" or "City".

WITNESSETH:

WHEREAS, the Owner desires to annex to Louisville the property more particularly described on Exhibit "A," which is attached hereto, incorporated herein, and made a part hereof (such property is hereinafter referred to as "the property"); and

WHEREAS, Owner has executed a petition to annex the property, a copy of which petition is attached hereto as Exhibit "B," and incorporated herein and made a part hereof; and

WHEREAS, it is to the mutual benefit of the parties hereto to enter into the following Agreement; and

WHEREAS, Owner acknowledges that upon annexation, the property will be subject to all ordinances, resolutions, and other regulations of the City of Louisville, as they may be amended from time to time.

WHEREAS, Owner acknowledges that the need for conveyances and dedication of certain property, including but not limited to property for ways and easements to Louisville as contemplated in this Agreement, are directly related to and generated by development intended to occur within the property and that no taking thereby will occur requiring any compensation.

RECORDER'S NOTE: Document lacks a legal description

9-2

NOW, THEREFORE, IN CONSIDERATION OF THE ABOVE PREMISES AND THE COVENANTS AS HEREINAFTER SET FORTH, IT IS AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. Owner agrees to execute, promptly upon request of Louisville, any and all surveys and other documents necessary to effect the annexation of the property and the other provisions of this Agreement. Owner agrees to not sign any other petition for annexation of the property or any petition for an annexation election relating to the property, except upon request of Louisville.

2. Owner agrees to provide legal documents, surveys, engineering work, newspaper publication, maps, and reports determined by Louisville to be necessary to accomplish the annexation, and has paid to the City of Louisville an annexation fee in the amount of Three Hundred Dollars ($300.00) plus Sixty Dollars ($60.00) per acre annexed.

3. Louisville shall act upon Exhibit "B" within six months of the date of filing thereof with the City Clerk, unless Owner consents to later action.

4. The parties recognize that it is the intent and desire of Owner to develop the property in a manner generally consistent with the zoning requested and that the granting of such zoning by the City of Louisville is a condition to annexation of the property. Owner shall take all action necessary to permit zoning by Louisville of the annexed property within the time prescribed by state statutes.

5. Owner agrees to dedicate by General Warranty Deed or appropriate instrument of conveyance acceptable to the City easements and rights-of-way for streets and other public ways and for other public purposes, as required by City ordinances and

A-3

resolutions. Such dedications shall occur immediately upon request of the City except that internal rights-of-way shall be dedicated at the time of subdivision platting, unless the City specifies another time.

6. Owner agrees to design, improve, and provide signage, lighting, and signalization for, all public streets and other public ways within or adjacent to the property in accordance with City ordinances and resolutions and other applicable standards, subject to any reimbursement which may be provided for in such ordinances, resolutions, and standards, and to make such other improvements as required by City ordinances and resolutions, to guarantee construction of all required improvements, and, if requested by Louisville, to dedicate to Louisville any or all other required improvements. Owner agrees to enter into an agreement pertaining to such improvements and other matters prior to any development of the property.

7. If requested by Louisville, Owner agrees to include the property in one or more special improvement districts or other mechanisms established by Louisville for making improvements to streets and other public ways, or for making other public improvements authorized by law, and Owner hereby appoints the City Administrator of Louisville as Owner's attorney-in-fact for the purpose of executing all documents determined by Louisville to be necessary for such inclusion. If requested by Owner, Louisville agrees to consider the establishment of one or more special improvement districts for making such improvements.

8. Owner agrees that the design, improvement, construction, development, and use of the property shall be in conformance with, and that Owner shall comply with, all City ordinances and resolutions including, without limitation, ordinances and resolutions pertaining to subdivision, zoning, storm drainage, utilities, and flood control.

A-2

9. Nothing contained in this Agreement shall constitute or be interpreted as a repeal of the City's ordinances or resolutions, or as a waiver of the City's legislative, governmental, or police powers to promote and protect the health, safety, and welfare of the City and its inhabitants; nor shall this Agreement prohibit the enactment or increase by the City of any tax or fee.

10. No right or remedy of disconnection of the property from the City shall accrue from this Agreement, other than that provided by applicable state laws. In the event the property or any portion thereof is disconnected at Owner's request, Louisville shall have no obligation to serve the disconnected property or portion thereof and this Agreement shall be void and of no further force and effect as to such property or portion thereof.

11. The parties agree that if any part, term, portion, or provision of this Agreement is held by a court of competent jurisdiction to be illegal or in conflict with any law of the State of Colorado, the validity of the remaining parts, terms, portions, or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, portion, or provision held to be invalid.

12. Louisville agrees to make available to the property all of the usual municipal services in accordance with the ordinances and policies of the City which services include, but are not limited to, police protection and water and sewer services. Owner acknowledges that City services do not include, as of the date of the execution of this Agreement, fire protection or emergency medical services, but the property is presently included within the boundaries of and is entitled to receive such services from the Louisville or Cherryvale Fire Protection District.

9.5

13. Owner represents to the City that the water rights listed on Exhibit "C", attached hereto and incorporated herein by this reference, constitute all of the water rights appurtenant to the Subject Property. In accordance with Section 16.32.030(G) of the Louisville Municipal Code, as amended, and existing City policy as set forth in Resolution No. 52, Series 1988, and as amended by Resolution No. 9, Series 1989, Owner agrees to convey to the City, upon annexation of the Subject Property, all water rights listed on Exhibit "C", and any related stock certificates evidencing ownership of the water rights, free and clear of all encumbrances and with all taxes and assessments related thereto and paid in full, unless the City in writing rejects any or all such water rights.

Owner hereby acknowledges its receipt of a copy of City of Louisville Resolution No. 52, Series 1988, and Resolution No. 9, Series 1989, concerning City Policy with respect to the dedication of water rights to the City in connection with annexations, and agrees to comply with such Resolutions and with any amendments thereto, including any applicable amendments adopted subsequent to the annexation of the Subject Property.

14. The parties agree that they will cooperate with one another in accomplishing the terms, conditions, and provisions of the Agreement, and will execute such additional documents as necessary to effectuate the same.

15. This Agreement may be amended by the City and any Owner without the consent of any other Owner as long as such amendment affects only that Owner's portion of the property. Such amendments shall be in writing, shall be recorded with the County Clerk of Boulder County, Colorado, shall be covenants running with the land, and shall be binding upon all persons or entities having an

9-b

interest in the property subject to the amendment unless otherwise specified in the amendment. Except as otherwise provided herein, this Agreement shall not be amended unless approved in writing by all parties hereto.

16. This Agreement embodies the entire agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein; and this Agreement supersedes all previous communications, representations, or agreements, either verbal or written, between the parties.

17. Owner agrees to indemnify and hold harmless the City and the City's officers, employees, agents, and contractors, from and against all liability, claims, and demands, including attorney's fees and court costs, which arise out of or are in any manner connected with the annexation of the property, or with any other annexation or other action determined necessary or desirable by the City in order to effectuate the annexation of the property, or which are in any manner connected with Louisville's enforcement of this Agreement. Owner further agrees to investigate, handle, respond to, and to provide defense for and defend against or at the City's option to pay the attorney's fees for defense counsel of the City's choice for, any such liability, claims, or demands.

18. As used in this Agreement, the term "Owner" shall include any of the heirs, transferees, successors, or assigns of Owner, and all such parties shall have the right to enforce this Agreement, and shall be subject to the terms of this Agreement, as if they were the original parties thereto.

19. As used in this Agreement, unless otherwise specifically provided herein, any reference to any provision of any City ordinance, resolution, or policy is intended to refer to any

9-7

subsequent amendments or revisions to such ordinance, resolution, or policy, and the parties agree that such amendments or revisions shall be binding upon Owner.

20. This Agreement shall be binding upon and inure to the benefit of the heirs, transferees, successors, and assigns hereof, and shall constitute covenants running with the land. This Agreement shall be recorded with the County Clerk of Boulder County, Colorado, at Owner's expense. Subject to the conditions precedent herein, this Agreement may be enforced in any court of competent jurisdiction.

21. This Agreement shall be null and void if the City fails to approve the annexation of the property.

22. The Owner acknowledges that the annexation and zoning of the property are subject to the legislative discretion of the City Council of the City of Louisville. No assurances of annexation or zoning have been made or relied upon by Owner. In the event that, in the exercise of its legislative discretion, any action with respect to the property herein contemplated is not taken, then the sole and exclusive remedy for the breach hereof accompanied by the exercise of such discretion shall be the withdrawal of the petition for annexation by the Owner, or disconnection from the City in accordance with state law, as may be appropriate.

9-8

OWNER:
LOUISVIEW CORPORATION

ATTEST:

By: Carol A. Zyrenek

By: Edwin D. Hyman
PRESIDENT

CITY OF LOUISVILLE

By: Tom Davidson
Mayor Tom Davidson

ATTEST:

By: Linda Salas
~~Mary-Lis Kemper~~ DEPUTY, City Clerk

ACKNOWLEDGEMENT

STATE OF COLORADO)
)ss
COUNTY OF Denver)

The above and foregoing signature of Edwin D. Hyman, was subscribed and sworn to before me this 5th day of December, 1995.

Witness my hand and official seal.

Carol A. Zyrenek
NOTARY SIGNATURE

My commission expires on: _____

My Commission Expires June 16, 1999

9-9

EXHIBIT "C"

(_____ Annexation Agreement)

Water Rights Appurtenant to Property.

Water Rights Number(s)	Number of Shares	Certificate
_____	_____	_____
_____	_____	_____
_____	_____	_____

Lathrop moved that Council approve Ordinance No. 1165, Series 1994, on second and final reading contingent upon approval of item D4, Annexation Agreement and Addendum, and with the condition that the Annexation Agreement include a restriction on the height of the two residential properties west of McCaslin to not exceed 26'. Such restriction shall also become part of any approved PUD.

Davidson offered a friendly amendment that they also be single story.

Lathrop agreed. Seconded by Howard.

Griffiths stated that she understood the motion was not to amend the ordinance, but to make the ordinances approval conditional upon the approval of an annexation agreement and inclusion in the annexation agreement the various limitations.

Lathrop clarified that it was contingent upon item D4, the Addendum, and to include in the annexation agreement the height restriction.

Roll call was taken. Motion passed by a 6 - 1 vote with Mayer voting against.

ORDINANCE NO. 1166, SERIES 1994 - AMENDING TITLE 17 OF THE LOUISVILLE MUNICIPAL CODE ENTITLED "ZONING" BY ZONING PROPERTY OWNED BY THE LOUISVIEW CORPORATION KNOWN AS THE GATEWAY ANNEXATION - 2ND READING - CONTINUED PUBLIC HEARING FROM DECEMBER 20, 1994 (RE-PUBL. LSVL. TIMES W/FULL ORDINANCE 9/6/95)

Griffiths read by title only Ordinance No. 1166, Series 1994, "An ordinance amending Title 17 of the Louisville Municipal Code entitled "Zoning" by zoning property owned by the Louisview Corporation known as the Gateway Annexation."

Davidson noted that there had already been staff presentation and the applicant did not wish to make any further presentation..

Davidson opened the public hearing calling for anyone wishing to speak on this ordinance.

NONE

Davidson closed the public hearing and called for Council comments, questions, or motions.

Lathrop moved that Council approve Ordinance No. 1166, Series 1994, zoning of annexed land, Gateway Annexation, second reading with the following amendments: That it be contingent upon approval of item D4, Annexation Agreement and Addendum; That the zoning ordinance also include the restriction on the height of single family homes west of McCaslin to be 26'; That the number of homes west of McCaslin are not to exceed two and that they be single story. Seconded by Howard.

Lathrop amended his motion to change the zoning designation from RR-R to SF-R. Seconder, Howard, accepted that.

Davidson moved to amend Lathrop's motion to zone 6.1 acres south of South Boulder Road between 80th Street and McCaslin Boulevard and the .1 acre between west of McCaslin Boulevard and south of 80th Street as RR-R. Seconded by Sisk. Roll call was taken on the amendment. Motion passed by a 4 - 3 vote with Howard, Lathrop, and Levihn voting against.

Davidson called for a roll call on the original amended Ordinance No. 1166. To clarify, Davidson stated that Council was now voting on Ordinance No. 1166 with his amendment and all of the amendments that Lathrop originally added. Motion passed by a 7 - 0 vote.

Davidson told the applicant that his amendment did not imply in any way that he would not necessarily vote for a PUD that would allow two homes on that land.

ANNEXATION AGREEMENT AND ADDENDUM (tabled from prior discussion)

Sisk moved that Council bring this back for discussion now, that Ordinances No. 1165 and 1166 had been approved including all of the restrictions from Lathrop on the annexation and on the zoning. He added another restriction that if the PUD is approved, the restrictive language on the deeds to the properties located west of McCaslin would be included on any deeds conveying those properties. Seconded by Howard.

Levihn wanted to make sure the applicant understood how the previous amendment affects this now.

Barry Morris and Mr. Ostrander, his attorney, thought it was okay with them.

Susan Griffiths, City Attorney, stated that Mr. Ostrander had suggested a revision to the Agreement regarding the time of how long the water rights would be held in escrow. She suggested that the language in paragraph No. 6, first sentence be changed to "All water rights listed on Exhibit C to the Annexation Agreement shall be held in escrow by a person or entity approved by the Owner and the City until approval of the final PUD and the time for any referendum of the PUD has lapsed or any referendum has failed, at which time the water rights shall be transferred to the City....".

Sisk and Howard, seconder, accepted that. Roll call was taken. Motion passed by a 7 - 0 vote.

BREAK

Davidson called for a five minute break.

Council returned from break.

RESOLUTION NO. 65
SERIES 1996

A RESOLUTION APPROVING
A FINAL SUBDIVISION PLAT AND PUD DEVELOPMENT PLAN FOR GATEWAY

WHEREAS, there has been submitted to the Louisville City Council by Louisview Corporation a Final Subdivision Plat and PUD Development Plan for Gateway; and

WHEREAS, all materials related to the Final Subdivision Plat PUD Development Plan have been reviewed by City Staff and the Planning Commission and found to be in compliance with the Louisville zoning ordinances, subdivision regulations, and related policies; and

WHEREAS, after a properly advertised public hearing concerning said Final Subdivision Plat PUD Development Plan, the Planning Commission recommended to the City Council approval; and

WHEREAS, the City Council finds that said Final Subdivision Plat PUD Development Plan should be approved, subject to the following conditions:

1. The applicant shall provide notice to the City of water rights escrow compliance.

2. A note should be added to the PUD stating that the existing grade on the office portion of the development shall be substantially maintained.

3. A fence notations and graphics shall be removed from the Final PUD site plan (sheet two of the PUD submittal).

4. Note No. 2 on the fence plan shall be revised to state, "No solid privacy fencing is allowed within the front setback as measured as the actual distance between the front of structure and the property line."

5. Note No. 3 on the fence plan shall be modified to reflect a minimum setback for a privacy fence from McCaslin Blvd. as 80 feet rather than 50 feet.

6. Note No. 3 on the cover sheet of the PUD concerning access shall be modified as follows: "ACCESS TO THE SITE FROM MCCASLIN BLVD. AND/OR SOUTH BOULDER ROAD MAY BE MODIFIED IN THE FUTURE BY THE CITY. IF, AT ANY TIME IN THE FUTURE, IT IS DETERMINED BY THE CITY THAT SUCH MODIFICATION IS APPROPRIATE TO ENHANCE TRAFFIC FLOW ON ONE OR MORE SURROUNDING STREETS, OR TO MITIGATE AN UNSAFE SITUATION, UPON NOTIFICATION FROM THE CITY, PROPERTY OWNERS ON LOT 1, BLOCK 2 (COMMERCIAL OFFICE) AGREE TO MAKE SUCH MODIFICATIONS ON AND ADJOINING SOUTH BOULDER ROAD, AS MAY BE REASONABLY REQUIRED BY THE CITY, AND AGREE TO PAY FOR THE COST THEREOF, AS REASONABLY ALLOCATED AMONG PROPERTY OWNERS BY THE CITY. EACH

PRESENT AND FUTURE PROPERTY OWNER SHALL ACKNOWLEDGE IN WRITING THE FOREGOING AUTHORITY OF THE CITY."

7. The subdivider shall pay a cash-in-lieu of landscape fee in the amount of twenty-five thousand ($25,000) dollars. The cash payment shall be paid prior to the issuance of the first building permit within the Gateway development.

8. The overall separation of the homes located on Lots 1 and 2, Block 1 (west of McCaslin Blvd.) shall be maximized to maintain view corridors from McCaslin Blvd. Prior to issuance of a building permit for either Lot 1, or Lot 2, Block 1 staff will review the building plan for adequate building separation.

9. The commercial office (AO-T) site lighting levels shall be reduced after business hours, as directed by staff.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Louisville, Colorado does hereby approve the Final Subdivision Plat and PUD Development Plan for Gateway. A copy of the Final PUD Development Plan is attached hereto.

PASSED AND ADOPTED this 15th day of October, 1996.

By: Tom Davidson

Tom Davidson, Mayor
City of Louisville, Colorado

ATTEST:

Dave Clabots, City Clerk

Howard moved that Council approve Ordinance No 1231, Series 1996, Owen Annexation on second reading, seconded by Keany. Roll call was taken. Motion passed by a 6 - 0 vote with Sisk being excused.

ORDINANCE NO. 1232, SERIES 1996 - ZONING PROPERTY ANNEXED TO THE CITY OF LOUISVILLE KNOWN AS THE OWEN ANNEXATION - 22.46 ACRES - 2ND READING - PUBLIC HEARING (PUBL. LSVL. TIMES 9/11, 9/18, 9/25, & 10/2/96)

Tanoue read by title only Ordinance No. 1232, Series 1996, "An ordinance zoning property annexed to the City of Louisville and known as the Owen Annexation."

Davidson opened the public hearing calling for anyone wishing to speak on this ordinance.

NONE

Davidson closed the public hearing.

Howard moved that Council approve Ordinance No. 1232, Series 1996, on second and final hearing. Seconded by Keany. Roll call was taken. Motion passed by a 6 - 0 vote with Sisk being excused.

RESOLUTION NO. 65, SERIES 1996 - FINAL SUBDIVISION REPLAT AND FINAL PUD DEVELOPMENT PLAN FOR GATEWAY

Paul Wood, Planning Director, stated that this property is located at McCaslin Boulevard and South Boulder Road. Conditions 1, 2, and 3 reflected the conditions that had not been met on Planning Commission's Resolution No. 21. The proposed Street continued to reflect a 28' rather than 36' with a 5' sidewalk on one side. The width of the right-of-way had been revised to reflect 50' as opposed to 45'. The plat proposed dedication of Outlots A, B, and C to the City for open space. Outlot D is to be a privately owned and maintained as a second detention facility. A note had been added to the PUD requiring that each home have an interior sprinkler system in lieu of secondary access into the development as required by the Louisville Fire Protection District. A total of five office buildings totaling 36,000 s.f. were proposed within the AO-T zone district, Lot 1 Block 2, with 213 off-street parking spaces.

Davidson called for the applicant's presentation.

John C. Durham, Norris Dullea Company, 243 East Nineteenth Avenue, Suite 1(X), Denver, Colorado 80203, reviewed the project. He asked that two lots be allowed west of McCaslin rather than one to help make the project financially feasible. He also asked for a variance on the fencing, because of the intersection of two arterials, to do privacy fences with a minimum setback of 50' rather than 80'.

Mike Stroh, Knudson Gloss, architects and planners, 4820 Riverbend Road, Boulder, Colorado 80301, reviewed the details of the office buildings.

Bill Boulet, Chairman of the Planning Commission, 728 Grant, Louisville, Colorado, stated that the Planning Commission voted against two houses west of McCaslin as they felt it was not justified. He pointed out that the Planning Commission approved one more house than would be justified by the SF-R zoning on the east side of McCaslin, which balanced this out.

Davidson called for Council comments and questions.

Lathrop was concerned about the fencing in relation to protection from McCaslin Boulevard. He did not have a problem with the two lots on the west side of McCaslin.

Keany and Howard were concerned about the fencing.

Sisk wanted the exterior pole lighting reduced at night on the AO-T. He wanted a specific time put on the PUD for the lighting to be turned off /dimmed.

Lathrop asked staff if note No. 3 on the PUD would be changed.

Tom Phare, Public Works Director, stated that the fourth and fifth lines should be struck. Staff had originally crafted some language with the City Attorney when the City was looking at the Parcel L access and they had been using that standard language since then on access issues.

Lathrop felt that by changing that note the City was opening a liability that was not determined today.

Howard liked the project, particularly compared to its initial concept six years ago.

Mayer wanted just one house west of McCaslin as it would preserve the low density development west of McCaslin and preserve the skyline. He pointed out that when Barry Morris bought the land the zoning only allowed one house and now its up to five commercial buildings and eight residential lots which greatly increases the value of the property.

Levihn did not have a problem with two homes on the west side of McCaslin.

Sisk did not mind the two homes, but was concerned with the placements of the homes and that they be minimal as far as blocking the views. He wanted the placement of the homes on the west side to be subject to the discretion of City staff. He wanted to know the trade-off for having the two lots.

Howard asked about the quantity of the donation to the underpass and also about the placement of the homes on the west side of McCaslin.

Barry Morris, Louisview Corporation, 2991 Pearl Street, Boulder, Colorado 80301, stated that they had changed all of their drainage for the buildings so they would be compatible with the area that would go into their detention ponds. He stated that he would be willing to donate $25,000. He would also be willing to work with staff as to the placement of the homes west of McCaslin.

Davidson asked the City Attorney to read the language on the access to South Boulder Road.

Tami Tanoue, Griffiths & Tanoue, stated that note No. 3 on the PUD would read "Access to the site from McCaslin Boulevard and/or South Boulder Road may be modified in the future by the City. If at any time in the future it is determined by the City that change is appropriate to enhance traffic flow on one or more surrounding streets or to mitigate an unsafe condition, upon notification from the City, property owners on Lot 1, Block 2 (commercial office) agree to such changes on an adjoining South Boulder Road as may be reasonably required by the City and agree to pay for the cost thereof, as reasonably allocated among the property owners by the City. Each present and future property owner shall acknowledge in writing the forgoing authority of the City."

Lathrop took exception to the fact that Council would take a $25,000 in exchange for a vote.

Sisk responded that Mr. Morris made a comment that he was willing to contribute money and all Sisk was trying to do was to quantify that amount. He took great offense to the suggestion that it would extract a positive vote. Morris made the proposal and Sisk was trying to get it on the table.

Howard moved that Council approve Resolution No. 65, Series 1996, the Final Subdivision Replat and PUD Development Plan for Gateway with the following conditions: Conditions No. 1, 2, 4, 5, and 6; and the added/modified language from the City Attorney; and two additional conditions that the developer work with staff in defining the separation of the footprints and that there be a $25,000 contribution to be credited to the City of Louisville's appropriation for the new underpass, seconded by Levihn.

Keany offered a friendly amendment that the exterior and parking lighting be reduced to 25% after business hours, whatever percent and hour staff recommended.

Howard and seconder Levihn accepted that. Roll call was taken. Motion passed by a 4 - 2 vote with Sisk abstaining and Mayer and Davidson voting against.

RESOLUTION NO. 66, SERIES 1996 - APPROVING AN AMENDMENT TO A FINAL PUD DEVELOPMENT PLAN FOR CHRISTOPHER PLAZA

Paul Wood, Planning Director, stated that this is to clarify the area and type of signage. The Planning Commission and applicant agreed to the following criteria:

GATEWAY ANNEXATION – Continued from 04/21/2015

1. **ORDINANCE No. 1687, SERIES 2015 – AN ORDINANCE AMENDING ORDINANCE Nos. 1165 AND 1166, SERIES 1994 CONCERNING THE GATEWAY ANNEXATION AND APPROVING AN AMENDMENT TO AN ADDENDUM TO ANNEXATION AGREEMENT – 2nd READING – PUBLIC HEARING**

2. **RESOLUTION No. 22, SERIES 2015 – A RESOLUTION APPROVING AN AMENDMENT TO THE GATEWAY FINAL PLANNED UNIT DEVELOPMENT (PUD) TO MODIFY THE HEIGHT ALLOWANCE LANGUAGE ON LOTS 1 AND 2, BLOCK 1 FROM "1 STORY WITH A 26 FEET MAXIMUM BUILDING HEIGHT" TO "1 OR 2 STORIES WITH A MAXIMUM BUILDING HEIGHT OF 26 FEET"**

Mayor Muckle reminded the public they may speak on either agenda item. He requested a City Attorney introduction.

City Attorney Light introduced Ordinance No. 1687, Series 2016 and Resolution No. 22, Series 2015.

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

Planning and Building Safety Director Russ explained this is a Gateway PUD Amendment request. The applicant is requesting an ordinance to modify the height allowance language on Lots 1 and 2, Block 1 from "1 story with a 26 feet maximum building height" to "1 or 2 stories with a maximum building height of 26 feet".

At the April 21st hearing Council directed staff to work with the applicant to determine if there was a potential agreement between the land owner and City to introduce a lot coverage reduction in exchange for the City agreeing to modify the 1 story restriction and permit a 2nd story within the allowed 26-foot height allowance. The applicant did not want to accept a lot coverage reduction from the allowed 10%. The applicant requested the City allow a 2nd floor within the allowed 26-foot height restriction.

Staff believes the request, if approved, will not negatively impact the view corridors when compared to what is expected with the current building allowances.

Staff Recommendation: Staff recommended the City Council approve Ordinance No. 1687, Series 2015 and Resolution No. 22, Series 2015.

APPLICANT PRESENTATION

Jeremy Weiss, 2287 S. Columbine, Denver, CO, land owner, thanked Council for the opportunity to address them. He explained at the last City Council meeting he

presented a proposition to amend the language in the existing PUD to allow a 2-story home within the allowable 26' height restriction. He was asked to forfeit lot coverage in exchange for approval of a 2-story home. After discussing the matter, they decline to forfeit any of the current allowable 10% lot coverage. They do not believe the lot coverage should not be part of the discussion. He stated his understanding the Council wants a written guarantee a future land owner will not build a structure or addition to block the views. He suggested this would best be handled by mandating any additions or improvements to the property be reviewed by the Home Owners Association (HOA) and the Design Review Committee (DRC). They have already received endorsements from the HOA and the DRC for a 2 story home and approved the placement of the footprint for the home. He requested the Council change the language to allow the two story structure.

Tiera Nell, 2287 S. Columbine, Denver CO, co-owner of the property, reviewed their proposal through a conceptual plan, which reflected the difference between a one-story and two-story house on the lot. She noted the blue spruces in the area, when they reach the maximum height will be taller than their proposed house. She explained the second story is a cape top and will be smaller than the first floor. She stated this project will have a smaller footprint, decreasing the amount of cement and have more land for water absorption. She felt it would also be a benefit for Louisville by decreasing the blockage for the views. She noted this project was unanimously supported by the Planning Commission and has the strong support of the HOA.

COUNCIL COMMENTS

Council member Loo commented on the lovely design for the home, but questioned why the applicant is not flexible on lot coverage. Mr. Weiss stated they did not want to do anything to hurt the value of the property. He explained the home would still be the same height so it did not seem appropriate to reduce the lot coverage.

Council member Loo stated her understanding that the PUD did not have any restrictions on roof pitches. If the change is made without an altered lot coverage agreement, there would be nothing to prevent a person from building a massive 9,800 SF, flat-roofed home. Her concern centered on the property changing hands and a massive structure being built. Mr. Weiss explained the lot to the south is a 1 story, 26' high home with the ability to cover 10% of the lot. He questioned why his lot would be any different.

Council member Loo inquired about the regulations for roof pitch. Planning and Building Safety Director explained in the current PUD regulations there is nothing governing roof pitch. He noted an applicant could come forward with a request for a 26' high, 1 story, 9,800 SF home with a flat roof, but it would have an enormous vaulted ceiling. Architecture and practicality would limit such a structure. Council member Loo

agreed it is unlikely such a home would be built, but noted there is a large home on the mesa with a flat roof, and there is nothing preventing such a structure being built.

City Attorney Light responded to Council member Loo's question relative to the control mechanism to prevent such large homes being built as follows: Council could direct staff to negotiate with the applicant as to whether they would be willing to include language in the annexation agreement amendment to address this issue. The current controls in place are provisions in the annexation ordnance; the initial zoning ordinance; in the contract and in the PUD. All four of which would need to be amended to allow the 2 stories within the 26'. He noted Council's direction at the last meeting was for staff to negotiate with the applicant on a lot coverage requirement. He noted a roof pitch requirement has not been negotiated.

Council member Stolzmann explained the Council is tasked with looking at various criteria, making sure the view corridors are protected and other items the HOA does not look at. The applicant presented information relative to their proposal, but was unwilling to document certain information. She would approve what was presented with some flexibility, but without documentation, would not approve amending the ordinances or to modify the PUD.

Mayor Muckle agreed with Council member Loo's comments. He called for public comment and hearing none, closed the public hearing.

ORDINANCE No. 1687, SERIES 2015

MOTION: Mayor Pro Tem Dalton moved to approve Ordinance No. 1687, Series 2015, seconded by Council member Leh. Roll call vote was taken. The motion failed by a vote of 5-2. Mayor Pro Tem Dalton and Council member Leh voted yes.

City Attorney Light explained with the disapproval of Ordinance No. 1687, Series 2015, Ordinance Nos. 1165 and 1166 and the amendment to the addendum to the annexation agreement shall remain as currently written. He offered language for the motion for Resolution No. 22, Series 2015.

RESOLUTION No. 22, SERIES 2015

MOTON: Mayor Muckle moved to disapprove Resolution 22, Series 2015 on the basis that with the disapproval of Ordinance No. 1687, Series 2015, the proposed PUD amendment is inconsistent with existing annexation and zoning ordinances and the annexation agreement that governs the property. The motion was seconded by Council member Keany.

Council member Stolzmann requested clarification on the amendment in the motion. City Attorney Light explained the disapproval of Resolution No. 22 clarifies the reason for disapproval is if the existing ordinances and annexation agreement stays in place,

the PUD cannot be approved because it would be inconsistent with the existing documents governing the property.

VOTE: Roll call vote was taken. The motion carried by a vote of 5-2. Mayor Pro Tem Dalton and Council member Leh voted no.

RENEWAL OF COMCAST CABLE FRANCHISE

1. **ORDINANCE No. 1685, SERIES 2015, AN ORDINANCE GRANTING A NON-EXCLUSIVE FRANCHISE BY THE CITY OF LOUISVILLE TO COMCAST OF COLORADO I, LLC AND ITS LAWFUL SUCCESSORS, TRANSFEREES AND ASSIGNS, FOR THE RIGHT TO MAKE REASONABLE AND LAWFUL USE OF RIGHTS-OF-WAY WITHIN THE CITY TO CONSTRUCT, OPERATE, MAINTAIN, RECONSTRUCT, REPAIR AND UPGRADE A CABLE SYSTEM FOR THE PURPOSE OF PROVIDING CABLE SERVICES WITHIN THE CITY – 2nd Reading – Public Hearing**

2. **ORDINANCE No. 1686, SERIES 2015, AN ORDINANCE REESTABLISHING CITY OF LOUISVILLE CABLE TELEVISION CUSTOMER SERVICE STANDARDS – 2nd Reading – Public Hearing**

3. **LETTER OF AGREEMENT BETWEEN THE CITY OF LOUISVILLE AND COMCAST**

Mayor Muckle requested a City Attorney introduction.

City Attorney Light introduced Ordinance Nos. 1685 and 1686, Series 2015 and the Letter of Agreement between the City of Louisville and Comcast.

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

Public Relations Manager Muth explained before the Council is the ordinance granting a Comcast Cable Franchise, the ordinance reestablishing the City of Louisville Cable Television Standards, and a letter of agreement. Comcast Cable is currently the only source of cable television services in Louisville, and serves approximately 4,500 subscribers. They are currently working under a month-to-month agreement based on the 2006 franchise. It is a non-exclusive franchise and the City is open to other providers. The Franchise does not cover rates, cable packages or broadband. The Franchise does cover use of the right-of-way; Access Channels (Public, Educational and Government) and Franchise and PEG Fees. The proposed agreement is unlikely to resolve most of the issues residents have with Comcast. The negotiating team tried to address what they could under current law while balancing cost and impacts. Public Input: Most of the complaints staff received related to Comcast fall into the following categories:

SUBJECT: **MCCASLIN MARKETPLACE – *994 WEST DILLON ROAD***

1. **ORDINANCE NO. 1696, SERIES 2015 - AN ORDINANCE APPROVING AN AMENDMENT TO THE CENTENNIAL VALLEY GENERAL DEVELOPMENT PLAN TO INCREASE THE RETAIL SQUARE FOOTAGE ALLOWED UNDER THE PLAN BY 7259 SQUARE FEET AND AMEND CERTAIN USE RESTRICTIONS AFFECTING A PORTION OF PARCEL H – 1st Reading – Set Public Hearing 07/28/2015**

2. **RESOLUTION NO. 46, SERIES 2015 - A RESOLUTION APPROVING THE 9TH AMENDMENT TO THE AMENDED AND RESTATED DEVELOPMENT AGREEMENT FOR CENTENNIAL VALLEY**

3. **RESOLUTION NO. 47, SERIES 2015 - A RESOLUTION APPROVING A FINAL PLANNED UNIT DEVELOPMENT AND GENERAL DEVELOPMENT PLAN AMENDMENT FOR A NEW 12,772 SQUARE FOOT, SINGLE STORY BUILDING WITH RETAIL AND RESTAURANT SPACE AT 994 W. DILLON ROAD**

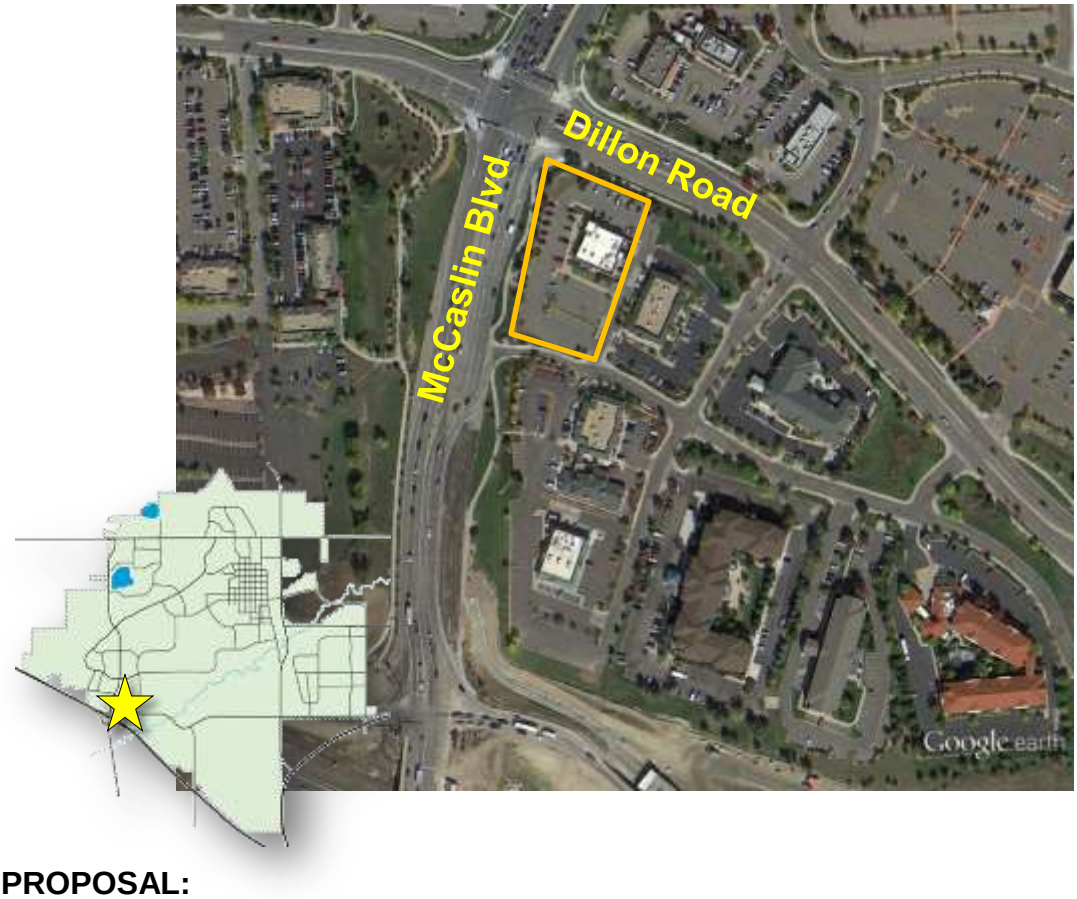
DATE: **JULY 14, 2015**

PRESENTED BY: **SEAN MCCARTNEY, PLANNING AND BUILDING SAFETY**

SUMMARY:

The applicant, McCaslin Retail, LLC, is requesting approval of a General Development Plan (GDP) amendment and final Planned Unit Development (PUD) to allow for the construction of a new 12,772 square foot, single story retail/restaurant building within the Planned Community Zone District - Commercial (PCZD-C) zone district.

The site is located on the southeast corner of McCaslin Blvd. and Dillon Road. The property is currently developed with a 5,740 square foot building being used for the Old Santa Fe Mexican Grill. The property is adjacent to other commercial/retail uses, and is near several hotels.



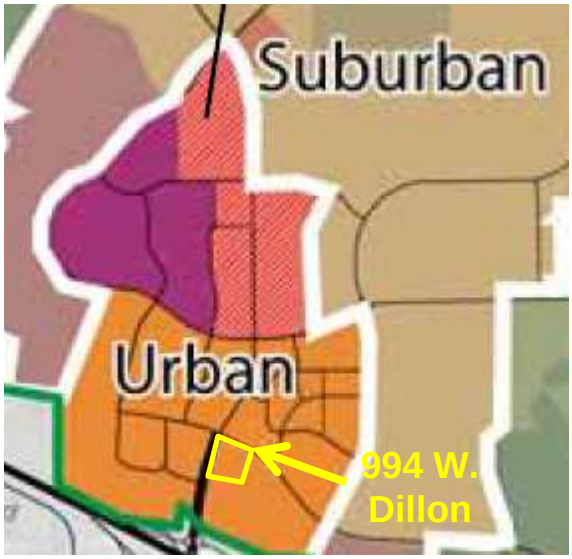
PROPOSAL:
The redevelopment proposal requested would yield a 7,032 SF increase in leasable floor area. The property is subject to the development regulations within the Centennial Valley GDP and the City of Louisville's Commercial Development Design Standards and Guidelines (CDDSG).

GDP Amendment
The Centennial Valley area was annexed and initially zoned with a GDP in 1979. The GDP identifies which land uses are allowed on individual parcels. The Centennial Valley GDP has been amended several times since 1979, most recently in 2014.

The GDP designates the area including 994 West Dillon Road as "Parcel H" with allowed land uses limited to hotel, mixed use, and retail. The GDP currently limits the amount of retail square footage allowed in the Centennial Valley to 515,000 SF. The proposed retail/restaurant land uses are allowed in the GDP, but the amount of square footage permitted in the GDP must be increased by approximately 7,259 SF to accommodate the requested redevelopment. The applicant is requesting to amend the Centennial Valley GDP to allow for the increase in retail/restaurant land uses.

The Louisville Municipal Code (LMC) allows GDPs to be amended under section 17.72.060.

The Comprehensive Plan provides guidelines on whether a proposed GDP amendment is appropriate.



The 2013 Comprehensive Plan update designates 994 W. Dillon as "urban center." The Comprehensive Plan states *"the McCaslin Boulevard Urban Center will serve as the focal point for a regionally significant commercial activity center."*

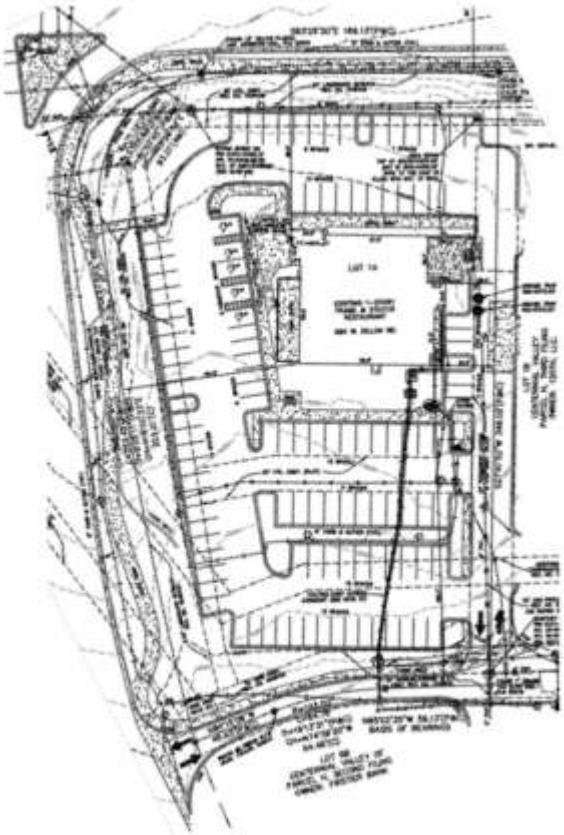
The expansion of retail and restaurant uses on this site would increase the permitted amount of retail further strengthening the regional retail nature of the corridor. Staff finds the request consistent with the Comprehensive Plan.

Site Plan

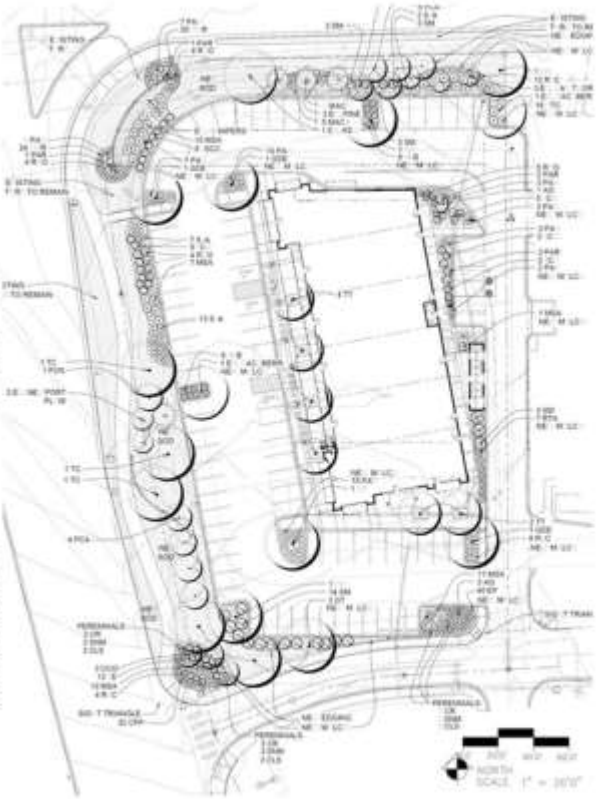
The proposed building is located roughly in the same location as the existing Old Santa Fe Mexican Grill. The applicant decided on this location to minimize the impacts on the existing hardscape and landscape.

The main function of the proposed building would accommodate multi-tenant retail land uses. According to the applicant's letter, *"possible individual tenant land uses will be standard retail, small sit-down restaurant or drive-up restaurant coffee. Hours of operation for the building will follow standard retail business hours"*.

The proposed site plan includes a drive thru on the north side of the building.



Existing Site Plan



Proposed Site Plan

Parking
The CDDSG requires the following parking breakdown:

Use	CDDSG Requirement	Proposed
Retail Uses	4.5 spaces/1,000 SF	
Restaurant	15 Spaces/1,000 SF	
Total SF		12,772 SF
Total Parking	193 parking spaces*	91 parking spaces

*only required if entire 12,772 SF building is restaurant use.

The applicant is proposing 91 parking spaces, or 7 parking spaces/1,000 SF. The CDDSG requires 15 spaces/1,000 SF provided on site or through a parking agreement. The applicant has provided an analysis of its parking needs (attached) that states the national average parking rate for a high-turnover (sit-down) restaurant, without a bar or lounge, is 6.37 parking spaces/1,000. Using this figure, 81 parking spaces would be required if the entire 12,772 SF building were a high-turnover (sit-down) restaurant.

The applicant is proposing 91 parking spaces, including 4 handicapped spaces. Staff finds the parking allotment satisfactory. Planning Commission was also comfortable with the proposed parking ratio. If City Council deems it necessary, an off-site parking agreement can be required.

Vehicular and Pedestrian Circulation
The access to the site would not change from the current configuration if approved. The site currently is accessed from the southeast and northeast by shared access aisles throughout the development.

Architecture
The building design would take full advantage of the McCaslin exposure while providing visual interest to pedestrians. The design has two tower endcaps with a smaller scale central core. The two tower endcaps are designed with a sandstone base, stone veneer main body, steel trellis, and stucco header. The top portion of the tower would have a flat steel siding, anodized aluminum storefront glass and a stucco parapet.

The western face of the smaller central core is primarily glass with a brick field in the central portion of the building. A detached steel trellis is proposed, providing additional visual interest and a location for sign placement.

The overall building height is 26'6". 35' is the maximum building height allowed in the CDDSG. The two endcap towers are 38' tall. The CDDSG allows for architectural elements such as "domes, spires, towers, etc." to be constructed up to 50' in height.

Landscape Plan and Drainage:
In general, the applicant is requesting to remove the mature landscaping along McCaslin Boulevard to increase the visibility of the site, and then add landscaping on the northern portion of the property (Dillon Road) to provide interest along the perimeter of the development.

Existing view from McCaslin

The trees to be removed are shown as red circles

The overall landscaping plan complies with the CDDSG. In all, the applicant proposes to remove 18 trees and add 18 new trees.

The City Forester has reviewed the proposed plan and requests *"the applicant work with the City to find balance between site visibility and maintaining tree rows along major corridors in the City."* This specific landscape review will be done at time of construction drawings.

Signs:
The PUD does not include a sign package; therefore, all signs must comply with the CDDSG.

Lighting:
The applicant's proposed light plan includes wall lights on the building and pole lighting in the parking lot. The proposed lighting meets the specifications of the CDDSG.

FISCAL IMPACT:
The requested increase in commercial square footage should will likely have a positive fiscal impact on the City.

PLANNING COMMISSION RECOMMENDATION:
The Planning Commission held a public hearing June 11, 2015. Planning Commission supported the proposed amendments to the GDP. Discussion during the hearing focused on the removal of the trees along McCaslin proposed in the PUD. Planning Commission asked staff if they believed the language in the condition was strong enough to protect the healthy trees along McCaslin, while allowing unhealthy trees to be removed.

No one at the Planning Commission meeting spoke in opposition to this request.

The Planning Commission voted unanimously (5-0) to recommend City Council approve.

RECOMMENDATION:
Staff recommends City Council approve Ordinance No. 1696, Series 2015 on first reading and set second reading and public hearing for July 28, 2015.

ATTACHMENT(S):
1. Ordinance No. 1696, Series 2015
2. Resolution No. 46, Series 2015
3. Resolution No. 47, Series 2015
4. Submittal letter and application materials
5. Link to Final PUD plan sets, including GDP amendment
6. Planning Commission Minutes
7. Ninth Amendment to Amended and Restated Development Agreement
8. Presentation

ORDINANCE NO. 1696
SERIES 2015

AN ORDINANCE APPROVING AN AMENDMENT TO THE CENTENNIAL VALLEY GENERAL DEVELOPMENT PLAN TO INCREASE THE RETAIL SQUARE FOOTAGE ALLOWED UNDER THE PLAN BY 7,259 SQUARE FEET AND AMEND CERTAIN USE RESTRICTIONS AFFECTING A PORTION OF PARCEL H

WHEREAS, the City Council by Ordinance No. 824, Series 1984, previously approved a Planned Community Zone District (PCZD) General Development Plan for property known as Centennial Valley; and

WHEREAS, the City has amended the PCZD General Development Plan several times, most recently by Ordinance No. 1688, Series 2015; and

WHEREAS, McCaslin Retail LLC, the owner of Lot 1A, Centennial Valley Parcel H Filing 3 (Lot 1A), has submitted to the City a request for approval of an amendment to the PCZD General Development Plan to change the allowed retail square footage with the General Development Plan from 515,000 square feet to 522,259 square feet, to accommodate development of a new retail building on said Lot 1A, and to make other revisions to the General Development Plan provisions in connection therewith; and

WHEREAS, after a duly noticed public hearing on June 11, 2015 concerning said amendment to the PCZD General Development Plan, where evidence and testimony were entered into the record, including without limitation the findings in the Louisville Planning Commission Staff Report dated June 11, 2015, the Planning Commission recommended approval of such amendment to the City Council; and

WHEREAS, the City Council has duly considered the Planning Commission's recommendation; and

WHEREAS, the City Council has held a duly noticed public hearing on the proposed amendment to the PCZD General Development Plan, at which evidence and testimony were entered into the record, including without limitation the findings in the City Council staff report and other documents as listed in such report; and

WHEREAS, based on the evidence and testimony in the record, the City Council finds that the proposed amendment to the PCZD General Development Plan, subject to conditions, complies with Louisville zoning regulations and policies, the principles and policies of the 2013 Citywide Comprehensive Plan, the requirements of the Planned Community Zone District chapter of the Louisville Municipal Code, and the criteria, requirements and provisions of other applicable sections of the Louisville Municipal Code, and that the proposed amendment should be approved, subject to the conditions set forth in this ordinance;

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

Section 1. The City Council of the City of Louisville hereby approves the proposed amendment to the Planned Community Zone District (PCZD) General Development Plan for Centennial Valley (Case No. 15-003-FP/ZN), a copy of which is attached hereto and incorporated herein by this reference, allowing for an increase in the maximum square feet of building area available for retail use from 515,000 to 522,259 square feet, to accommodate development of approximately 12,722 square feet, but not more than 13,000 square feet, of retail uses on the 1.72-acre parcel therein denoted as Lot 1A, Centennial Valley Parcel H Filing 3, , and allowing for elimination of the use restrictions of said Lot 1A on fast food restaurants and restaurants having drive-through service, subject to the following condition:

- A 9th Amendment to the Centennial Valley Development Agreement shall be recorded along with the City Council approved GDP.

Section 2. Said amendment to the Planned Community Zone District (PCZD) General Development Plan for Centennial Valley shall be recorded in the Office of the Boulder County Clerk and Recorder and the City zoning map shall be amended accordingly.

INTRODUCED, READ, PASSED ON FIRST READING, AND ORDERED PUBLISHED this 14th day of July, 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 28th day of July, 2015.

_____
Robert P. Muckle, Mayor

ATTEST:

_____
Nancy Varra, City Clerk

RESOLUTION NO. 46
SERIES 2015

A RESOLUTION APPROVING THE 9TH AMENDMENT TO THE AMENDED AND RESTATED DEVELOPMENT AGREEMENT FOR CENTENNIAL VALLEY

WHEREAS, there has been submitted to the Louisville City Council a request for approval of an amendment to the Centennial Valley General Development Plan, including a proposed 9th Amendment to the Amended and Restated Development Agreement, in order to authorize an increase in retail square footage for property located at 994 W. Dillon Road and designated Parcel H on the General Development Plan; and

WHEREAS, all materials related to the amendment to the General Development Plan and associated agreements have been reviewed by City Staff, the Planning Commission and City Council; and

WHEREAS, after a duly noticed public hearing on June 11, 2015, where evidence and testimony were entered into the record, including the findings in the Louisville Planning Commission Staff Report dated June 11, 2015, the Planning Commission recommended approval of said amendment; and

WHEREAS, City Council has reviewed the application, including the recommendation of the Planning Commission, and finds that it complies the Louisville Municipal Code;

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Louisville, Colorado does hereby approve the 9th Amendment to the Amended and Restated Development Agreement for Centennial Valley.

PASSED AND ADOPTED this 28th day of July, 2015.

By: _____
Robert P. Muckle, Mayor

Attest:

_____
Nancy Varra, City Clerk

RESOLUTION NO. 47
SERIES 2015

A RESOLUTION APPROVING A FINAL PLANNED UNIT DEVELOPMENT (PUD) AND GENERAL DEVELOPMENT PLAN AMENDMENT FOR A NEW 12,772 SQUARE FOOT, SINGLE STORY BUILDING WITH RETAIL AND RESTAURANT SPACE AT 994 W. DILLON ROAD

WHEREAS, there has been submitted to the Louisville City Council an application for approval of a request for a Final Planned Unit Development (PUD) Plan for a new 12,772 square foot, single story building with retail and restaurant space at 994 W. Dillon Road; and

WHEREAS, the City Staff has reviewed the information submitted and found it to comply with Louisville Municipal Code Chapter 17.28; and

WHEREAS, after a duly noticed public hearing on June 11, 2015, where evidence and testimony were entered into the record, including the findings in the Louisville Planning Commission Staff Report dated June 11, 2015, the Planning Commission forwarded a recommendation of approval of the proposed Final PUD Plan , with the following condition:

1. With regard to trees to be removed and trees to remain, the applicant shall work with the City Forester to find balance between site visibility and maintaining tree rows along major corridors in the City.

WHEREAS, City Council has reviewed the application, including the recommendation of the Planning Commission, and finds that the application complies with Chapter 17.28 of the Louisville Municipal Code;

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Louisville, Colorado does hereby approve a Final Planned Unit Development (PUD) Plan for a new 12,772 square foot, single story building with retail and restaurant space at 994 W. Dillon Road, with the following condition:

1. With regard to trees to be removed and trees to remain, the applicant shall work with the City Forester to find balance between site visibility and maintaining tree rows along major corridors in the City.

PASSED AND ADOPTED this 28th day of July, 2015

By: _____
Robert P. Muckle, Mayor

Attest: _____
Nancy Varra, City Clerk

City of Louisville
COLORADO · SINCE 1878

Department of Planning and Building Safety

749 Main Street • Louisville CO 80027 • 303.335.4592 • www.louisvilleco.gov

LAND USE APPLICATION

CASE NO. _____

APPLICANT INFORMATION

Firm: McCASLIN RETAIL, LLC c/o: THE COLORADO GROUP, INC.
Contact: W. SCOTT REICHENBERG, CO-MANAGER
Address: 3434 47TH STREET #220
BOULDER, CO 80301
Mailing Address:
Telephone: (303) 449-2131, X130
Fax: (303) 449-8250
Email: SCOTT@COLORADOGROUP.COM

OWNER INFORMATION

Firm: McCASLIN RETAIL, LLC c/o: THE COLORADO GROUP, INC.
Contact: W. SCOTT REICHENBERG, CO-MANAGER
Address: 3434 47TH STREET #220
BOULDER, CO 80301
Mailing Address:
Telephone: (303) 449-2131, X130
Fax: (303) 449-8250
Email: SCOTT@COLORADOGROUP.COM

REPRESENTATIVE INFORMATION

Firm: PEH ARCHITECTS
Contact: PETER HEINZ
Address: 1319 SPRUCE STREET, SUITE 207
BOULDER, CO 80302
Mailing Address:
Telephone: (303) 442-0408
Fax: (303) 447-1905
Email: PEHEINZ@PEHARCH.COM

PROPERTY INFORMATION

Common Address: 994 WEST DILLON ROAD
Legal Description: Lot SEE PLAN Blk
Subdivision
Area: 73,116 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: DEMOLISH EXISTING SINGLE STORY RESTAURANT AND CONSTRUCT A NEW 12,722 SF SINGLE STORY BUILDING. WITH RETAIL AND RESTAURANT SPACE. MODIFY EXISTING PARKING LOT AND HARD SURFACE AREAS.

Current zoning: CC Proposed zoning: CC

SIGNATURES & DATE

Applicant: by: [signature]
Print: W. Scott Reichenberg
Owner: by: [signature]
Print: W. Scott Reichenberg, co-manager
Representative:
Print:

CITY STAFF USE ONLY

- ☐ Fee paid: _____
- ☐ Check number: _____
- ☐ Date Received: _____

PEH ARCHITECTS

1319 Spruce Street, Suite 207
Boulder, Colorado 80302
303-442-0408 *fax*: 303-447-1905
***email:* justin@peharchitects.com**

MEMORANDUM

Date: March 5, 2015

To: Sean McCartney, Principal Planner – City of Louisville Planning & Building Safety

From: Justin Price, LEED AP
Peter E. Heinz, AIA

Re: McCaslin Marketplace, 994 West Dillon Road – Final PUD

Dear Sean,

The following narrative outlines the proposed changes to the approved PUD for 994 West Dillon Road, recorded March 7, 1996.

The property owner is proposing to demolish the existing 5,740 SF restaurant at the corner of Dillon Road and McCaslin Boulevard and fully redevelop the site. In order to have the redevelopment be financially feasible, there are several issues and goals regarding the site and the proposed building that need to be accomplished.

Proposed Use
The site currently houses a 5,740 SF single-story restaurant. The property owner wishes to demolish the building and replace it with a 12,722 SF single-story retail building. The proposed building will be constructed in approximately the same location as the existing building, in order to reuse as many of the existing site improvements as possible.

The main function of the proposed building will be multi-tenant retail. Possible individual tenant uses will be standard retail, small sit-down restaurant, or drive-up restaurant/coffee. Hours of operation for the building will follow standard retail business hours.

Building Elevations
The building will be designed to accommodate multiple tenant storefronts facing the predominant views from McCaslin Boulevard and Dillon Road. Two tower elements acting as building endcaps will be connected by a smaller scale central building element, which will be enhanced by trellises and trees to create a pedestrian plaza.

Materials for the building façades will consist mainly of native masonry (stone, brick, etc.) with aluminum/glass storefronts and steel trellises/canopies.

Site & Landscaping
Portions of the existing site improvements will be reused where possible, including parking/drivelanes, landscaping, and utilities. New parking will be constructed in accordance with the Louisville Design Standards, and will meet city code requirements for number and types of spaces, including bicycle parking. Existing landscaping will be upgraded to include improvements to enhance views to/from the site, while providing visual screening of the proposed drive-up. The outdated City of Louisville sign will be removed, and a new sign will be constructed off-site to mark the entrance to the city off the US36 exit.

The existing southern access to the property was noted as a two-way (ingress/egress) access on the original PUD for the property, although its width (14 feet) only allowed for one way ingress movements. Today it is maintained as an ingress-only access to the property. The amended PUD proposes to widen the access drive by an additional 8 feet to create a two-way ingress/egress lane. Traffic studies have been prepared that substantiate these new vehicular movements.

- **McCaslin Marketplace, Resolution 19, Series 2015:** Recommending approval of a General Development Plan amendment and Final Planned Unit Development for a new 12,772 square foot, single story building with retail and restaurant space at 994 W. Dillon Road.
    - Applicant and Owner: McCaslin Retail, Inc.
    - Representative: PEH Architects
    - Case Manager: Sean McCartney, Principal Planner

Conflict of Interest and Disclosure:
None.

Public Notice Certification:
Published in the Boulder Daily Camera on May 24, 2015. Posted in City Hall, Public Library, Recreation Center, the Courts and Police Building, and mailed to surrounding property owners on May 26, 2015.

Staff Report of Facts and Issues:
McCartney presented from Power Point:

- Location – southeast corner of Dillon and McCaslin. The Old Santa Fe Mexican Grill building is currently there.
- **General Development Plan Amendment -** The applicant's request is to replace an existing structure with a new 12,772 square foot, single story multi-tenant retail/restaurant building (a 7,032 sf increase). The property is zoned PCZD-C and is subject to the Centennial Valley General Development Plan (GDP) and the City of Louisville's Commercial Development Design Standards and Guidelines (CDDSG).
    - The Centennial Valley GDP approved in 1979 includes all Centennial Valley business area. The GDP currently limits retail to 515,000 sf. It allows for all retail currently there. The proposed development will increase the retail by 7,032 sf retail. The GDP must be amended and it must comply with the Comp Plan.
    - The Comp Plan of 2013 designated this area as an "Urban Center."
- **Landscaping** - The proposed PUD illustrates the proposed landscaping plan by showing how much of the existing landscaping will remain and what new landscaping will be added. In general, the applicant is requesting to remove most of the mature landscaping along McCaslin Boulevard to increase the visibility of the site. They will add landscaping on the northern portion of the property (Dillon Road) to provide interest along the perimeter of the development. In all, there are proposed to be 18 trees removed and 18 trees added. The City Forester has reviewed the proposed plan and states "With regard to trees to be removed and trees to remain, requests the applicant work with the City Forester to find balance between site visibility and maintaining tree rows along major corridors in the City." This specific landscape review will be done at time of construction drawings.
- **Vehicular and Pedestrian Circulation -** The access to the site will not change from the current configuration. The site currently is accessed from the southeast and northeast by shared access aisles throughout the development.
- **Parking -**The CDDSG requires the following parking breakdown:

Use	CDDSG Requirement	Proposed
Retail Uses	4.5 spaces/1,000 sf	
Restaurant	15 Spaces/1,000 sf	
Total SF		12,772 SF
Total Parking	193 parking spaces*	91parking spaces

*only required if entire 12,772 SF building is restaurant use.

- The applicant is proposing 91 parking spaces, or 7 parking spaces/1,000 sf. The CDDSG requires 15 spaces/1,000 sf provided on site or through a parking agreement. The applicant has provided an analysis of its parking needs, performed by McDowell Engineering out of Broomfield. The analysis states the national parking rates for a high-turnover (sit-down) restaurant, without a bar or lounge, is 6.37 parking spaces/1,000 sf. Therefore 81 parking spaces would be required if the entire 12,772 sf building were a restaurant. The development is providing 91 parking spaces, including 4 handicapped spaces. Staff finds the parking allotment satisfactory. If Planning Commission deems it necessary, an off-site parking agreement can be required.
- **Architecture -** 26'6" overall height; 38' endcap towers. Complies with CDDSG. Sandstone base, stone veneer main body, steel trellis and stucco header. Glazing on the pedestrian elements and the clerestory of the towers. The roofline is articulated and the façade provides visual interest. Architecture complies with CDDSG.

Staff Recommendations:
Staff recommends Planning Commission move to approve **McCaslin Marketplace Resolution No. 19, Series 2015**, a resolution recommending approval of a Final Planned Unit Development and General Development Plan amendment for a new 12,772 square foot, single story building with retail and restaurant space at 994 W. Dillon Road, with the following condition:

1. With regard to trees to be removed and trees to remain, the applicant shall work with the City Forester to find balance between site visibility and maintaining tree rows along major corridors in the City.

Commission Questions of Staff:
Russell asks if our design guidelines require more than double the national average for restaurant parking?
McCartney says yes.

Moline asks about 515,000 sf retail in the GDP. Is that a cap?
McCartney says it is a cap for the area. 515,000 sf was the cap and it is very similar to Downtown. It was modified for Downtown to allow for more retail. This portion of the GDP has been reviewed in the past and amended.

Russell says consistency in treatment of applicants is important. I am concerned about the landscaping issue. The applicant says they wish to remove some trees. It looks like they virtually want to clear cut the right of way. I understand needing visibility from the roadway. We just had this conversation with another developer off Highway 42 who wanted to clear trees out, and the PC rejected it. Can you give me some guidance on how we should approach this?
McCartney says being a final PUD, the code allows for a general landscape plan. There is the understanding that there will be removal of landscaping. There was a different understanding for urban design in 1980 when it was developed. It was more about buffering and separation from the road. Now we are getting into a more pedestrian-oriented development pattern in a lot of our proposed projects. They want to make sure there is visibility for vehicles and visibility on foot. We put in the condition to work with the City Forester as well as the Parks Manager. At the time of construction drawings, Staff will work with the applicant so there is still "tree stand" along the right-of-way, and not a complete gutted landscape.

Applicant Presentation:

W. Scott Reichenberg, McCaslin Retail LLC, The Colorado Group, Inc. 3434 47th Street, Suite 220, Boulder, CO
Peter Heinz, PEH Architects, 1319 Spruce Street, Suite 207, Boulder, CO

Staff gave a thorough presentation so we are open for questions.

Commission Questions of Applicant:
Brauneis asks about the types of tenants you hope to attract.
Reichenberg says they are trying to attract a healthy balance between quick serve restaurants to help serve the hotels located nearby and businesses within the marketplace, but balance it with less intensive uses such as a cell phone company, doctor, or dentist. We are currently in negotiation for all the suites.

Tengler asks if the number of suites is already established or is there flexibility?
Reichenberg says there are six units, roughly 2,000 sf apiece. In the conversations with the current tenants, the walls are shifting from 3,000 sf to 1600 sf, but essentially can accommodate six different tenants. We have ended up with five because one tenant will take two units, a less intensive user (cell phone carrier).

O'Connell asks who/what is directly east of the property?
Reichenberg says that directly east is another retail building housing a medical imaging center and a work-out health center.

O'Connell asks about the traffic flow pattern especially in light of the drive-through. It looks like a car would come off west Dillon, through the parking lot of the imaging center, and then around.
Reichenberg points out an alley way between the eastern building and the new building. The alley way has trash dumpsters and utility locations for both buildings. There is a full movement intersection at Dillon and the roadway servicing the hotels, restaurants, and retail buildings. There is currently a "right in" entrance on the west. Under separate application, we are doing a "right out" for the benefit of all seven property owners.

O'Connell clarifies that a vehicle going through the drive-through will point towards McCaslin and then loop around the entire building to get out?
Reichenberg says yes. It can exit any of the three access points.

Russell asks about the proposed landscape plan.
Reichenberg points out a wavy black line that is a wall saying City of Louisville on it. Staff has communicated that it is looking tired, and signage will replace it. This wavy black line is part of four or five different tree systems that are intertwined with it. When the old signage is removed, new trees will be planted. It seems like a large number, but it is being expanded because the concentration of trees around the signage.

Russell asks about the comparative value of the replacement of the 18 trees. It appears the trees will be more distributed around the perimeter, reduced but distributed, and then more planting in the immediate proximity of the building.
Reichenberg says there will be trees placed near the building to add to the experience at the front of the building.

Brauneis says between "existing" trees and "new" trees, it is not a one for one. Anything new will be shorter and less dense than some of the existing trees out there currently.

Reichenberg says these pines have grown together for 30 years so there is some dysfunction with regard to the actual landscaping working together. The arcade with trees will exist in front of four of the six units where people can converse and transact.

Moline asks Staff if there is a performance standard for landscaping? So many trees per square footage of area landscaped on the lot?
McCartney says it is linear feet of frontage along the street. The applicant is able to comply with that. The CDDSG was last updated in 1999 and the landscaping standards are somewhat antiquated. The PUD allows for the variations to it. Staff feels the numbers have been met and the layout is consistent with the current designs. If the PC would like to see something different, Staff can get direction.

Brauneis says there is an appeal to an older tree not felt with a newer smaller tree. Particularly with retail developing fairly close to this location, they will have smaller trees, so there is a benefit to creating a sense of place that has older larger trees whether they are ingrown. I understand the desire for visibility as it is necessary. The gray area is how much, where, and when? Are we giving the City Forester enough "teeth" behind the recommendation? I don't know what his criteria are.
McCartney says Staff recently has had businesses along McCaslin request the removal of mature evergreens. These are the bigger issues regarding visibility. Staff feels the condition gives enough "teeth" because we will get into details at construction drawings. Staff feels carrying forward this plan with the condition covers the sense of revisiting it at the detail level. The City Forester will primarily look at disease and decay, and what trees are healthy.

Russell asks about the landscape between McCaslin and the old State Farm site. It is a pretty wide open space.
Pritchard says there are very few trees.
McCartney says when the State Farm redevelopment came through in 2008, they did have mature trees that were removed.
Pritchard says that further north where the old Dairy Queen was located, landscaping was removed to improve the visibility issue. We know that the McCaslin view corridor is important for retail and if it will be sustainable.

O'Connell says that looking at the existing site plan, it shows the access on the west is a two-way road. Currently, isn't it a one-way? Are there plans to make it two-way? My concern is that the businesses on McCaslin are difficult to get to, and I hope it will be easier.
McCartney says currently it is a one-way. There are plans to make it two.

Reichenberg says in meeting with potential tenants, they are very clear that they would not be interested in the site if appropriate access was not provided, ingress and egress. We approached Staff on "how do we potentially explore this 'in and out' which is currently an 'in'?" It is a mouse trap if you experience it. There is a life safety issue as well because some drivers look both ways and use it as a two-way. We retained a traffic engineer to study, to 2030, the traffic standards, to incorporate the new interchange traffic loads, and to support the square footage wanted here. The traffic study shows there is an excess amount of square footage, we could build even more, and it would support it based on the industry standards. The access is under separate application is because these are private roads controlled by an owners' association (seven properties) of three hotels and four retail properties. We have to work on a sharing arrangement on how to pay for it. We decided for the benefit of the owners' association, to donate this land and we have spearheaded the application process. It is my understanding that engineers and Staff have blessed it and we are down to a development agreement. We will

either do this improvement in the next 60 days or we will match it with the overall development at the same time. The tenants have negotiated that if we do not build this, they do not come.

Public Comment:
None.

Summary and request by Staff and Applicant:
Recommend approval.

Closed Public Hearing and discussion by Commission:
Russell says it is clearly an improvement. I hate to cut down trees almost under any circumstance, but this is probably not a highly functional landscape. I trust the City Forester to work out the details. I am in support.
O'Connell is in support.
Tengler is in support.
Brauneis is in support and would to see some passion behind the landscape design in looking at the existing trees.
Moline is in support.
Pritchard is in support.

Motion made by Brauneis to approve Resolution No. 19, Series 2015, seconded by O'Connell. Roll call vote.

Name	Vote
Chris Pritchard	Yes
Jeff Moline	Yes
Ann O'Connell	Yes
Cary Tengler	Yes
Steve Brauneis	Yes
Scott Russell	Yes
Tom Rice	n/a
Motion passed/failed:	Pass

Motion passes 6-0.

NINTH AMENDMENT TO AMENDED AND RESTATED DEVELOPMENT AGREEMENT

THIS NINTH AMENDMENT is made and entered into this ___ day of _____, 2015, by and between THE CITY OF LOUISVILLE, a Colorado municipal corporation (the "City"), McCASLIN RETAIL, LLC, a Colorado limited liability company ("McCaslin Retail") and CENTENNIAL VALLEY PROPERTIES I, LLC, a Colorado limited liability company, CENTENNIAL VALLEY PROPERTIES II, LLC, a Colorado limited liability company, CENTENNIAL VALLEY PROPERTIES III, LLC, a Colorado limited liability company, CENTENNIAL VALLEY PROPERTIES IV, LLC, a Colorado limited liability company, CENTENNIAL VALLEY PROPERTIES V, LLC, a Colorado limited liability company, and CENTENNIAL VALLEY PROPERTIES VI, LLC, a Colorado limited liability company (collectively, "CV Properties").

RECITALS

A. McCaslin Retail is the owner of the real property located at 994 W. Dillon Road in the City of Louisville, Colorado (the "City") as legally described on Exhibit A and referred to herein as the "McCaslin Retail Property." The McCaslin Retail Property is located in an area of the City commonly known as the Centennial Valley.

B. The City and Louisville Associates, a joint venture, entered into a certain Amended and Restated Development Agreement dated April 17, 1984 and recorded in the Office of the Clerk and Recorder for Boulder County, Colorado (the "Records") on May 17, 1984 at Reception No. 621626, as amended from time to time (the "Development Agreement"), related to the development of the Centennial Valley, as more specifically described therein. The Development Agreement, as amended, applies to the McCaslin Retail Property and certain other real property in the Centennial Valley development.

C. Sears Development Company, a Delaware corporation formerly known as Homart Development Company, as successor-in-interest to Louisville Associates, assigned its interest in the Development Agreement to CV Properties, by an Assignment of Project Agreements dated April 3, 1996.

D. The Fifth Amendment to the Amended and Restated Development Agreement dated July 6, 1995, and recorded in the Records on August 7, 1995 at Reception No. 01537633 (the "5th Amendment"), contains certain restrictions on the future development and use of the McCaslin Retail Property (the parcel of land that includes the McCaslin Retail Property is referred to in the Development Agreement and amendments thereto as Parcel H).

E. McCaslin Retail desires to develop the McCaslin Retail Property in a manner that would, in addition to other City approvals, require an amendment to or variance from some of the restrictions contained in the 5th Amendment.

F. The parties desire to amend the Development Agreement to permit McCaslin Retail to develop and use the McCaslin Retail Property as provided herein.

NOW, THEREFORE, in consideration of the foregoing recitals and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound to the terms and conditions hereof, agree as follows:

TERMS AND CONDITIONS

1. Use Restrictions Eliminated; Square Footage Increased. The Development Agreement is hereby amended as follows:

(a) The use restriction prohibiting restaurants having drive-through service on the McCaslin Retail Property is eliminated.

(b) The use restriction prohibiting fast food restaurants on the McCaslin Retail Property is eliminated.

(c) The maximum retail square footage allocated to the McCaslin Retail Property is increased to 13,000 square feet to accommodate the proposed structure on the McCaslin Retail Property consisting of approximately 12,722 square feet, but not more than 13,000 square feet.

(d) To accommodate the proposed structure on the McCaslin Retail Property, the maximum square feet of building area available for retail use under the Development Plan set forth as Exhibit B is increased from 515,000 to 522,259 square feet.

2. Effect of Amendment. This Amendment shall become effective immediately upon execution by the parties. Except as amended hereby, the Development Agreement and previous Amendments thereto shall remain in full force and effect in accordance with their terms.

3. Counterparts. This Amendment may be executed in multiple counterparts and each such counterpart shall be deemed to be an original instrument for all purposes, but all such counterparts together shall constitute one instrument.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first set forth above.

CITY OF LOUISVILLE,
a Colorado municipal corporation

By:_____
Robert Muckle, Mayor

ATTEST:

_____
Nancy Varra, City Clerk

McCASLIN RETAIL, LLC,
a Colorado limited liability company

By: _____

Name: _____

Title: _____

ATTEST:

_____

CENTENNIAL VALLEY PROPERTIES I, LLC,
a Colorado limited liability company

By: KOELBEL AND COMPANY, as Manager

By:_____
Walter A. Koelbel, Jr., President

CENTENNIAL VALLEY PROPERTIES II, LLC,
a Colorado limited liability company

By: KOELBEL AND COMPANY, as Manager

By:_____
Walter A. Koelbel, Jr., President

CENTENNIAL VALLEY PROPERTIES III, LLC,
a Colorado limited liability company

By: KOELBEL AND COMPANY, as Manager

By:_____
Walter A. Koelbel, Jr., President

CENTENNIAL VALLEY PROPERTIES IV, LLC,
a Colorado limited liability company

By: KOELBEL AND COMPANY, as Manager

By:_____
Walter A. Koelbel, Jr., President

CENTENNIAL VALLEY PROPERTIES V, LLC,
a Colorado limited liability company

By: KOELBEL AND COMPANY, as Manager

By:_____
Walter A. Koelbel, Jr., President

CENTENNIAL VALLEY PROPERTIES VI, LLC,
a Colorado limited liability company

By: KOELBEL AND COMPANY, as Manager

By:_____
Walter A. Koelbel, Jr., President

ATTEST:

_____

EXHIBIT A
TO EIGHTH AMENDMENT TO AMENDED AND RESTATED DEVELOPMENT AGREEMENT

Legal Description of McCaslin Retail Property

LOT 1A, CENTENNIAL VALLEY PARCEL H, THIRD FILING,
COUNTY OF BOULDER, STATE OF COLORADO

City Council - Public Hearing

McCaslin Marketplace

General Development Plan Amendment and Final PUD

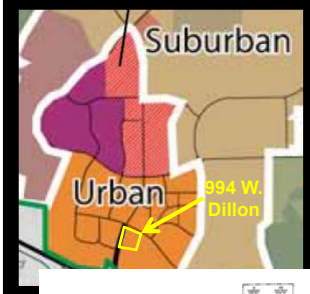
Ordinance No. 1696, Series 2015; Resolution No. 46 Series 2015; Resolution No. 47, Series 2015

A request for a Final Planned Unit Development and General Development Plan and GDP agreement amendments for a new 12,772 square foot single story retail/restaurant at 994 W. Dillon Road in Centennial Valley.

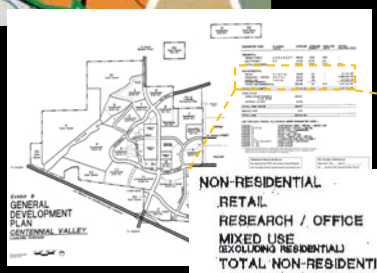
Prepared by:
Dept. of Planning & Building Safety

McCaslin Marketplace
Location

McCaslin Marketplace
General Development Plan Amendment



- Part of the Centennial Valley GDP – approved in 1979
- GDP currently limits retail to 515,000 SF
- The proposed development increase the retail by 7,032 SF
- A GDP amendment must comply with Comprehensive Plan
- The 2013 Comprehensive Plan designates this area as "Urban Center"
- Staff finds the amendment to comply with the goas of the GDP and the goals of the comprehensive plan.



NON-RESIDENTIAL					
RETAIL	H L M O G1	62.98	.20	-	522,259 SF
RESEARCH / OFFICE	B C F G L	184.19	.36	-	2,888,400 SF
MIXED USE (EXCLUDING RESIDENTIAL)	O E H M	47.39	.36	-	477,500 SF
TOTAL NON-RESIDENTIAL		294.56	.31	N/A	3,888,159 SF
TOTAL DEVELOPMENT		487.31 AC.	N/A	1120	3,888,159 SF

McCaslin Marketplace
Final PUD

Existing Site Plan Proposed Site Plan

Site Plan: Retaining most of the hardscape, landscaping and access points
There is also a drive thru component at the north side of the building

McCaslin Marketplace
Final PUD

Use	CDDSG Requirement	Proposed
Retail Uses	4.5 spaces/1,000 SF	
Restaurant	15 Spaces/1,000 SF	
Total SF		12,772 SF
Total Parking	193 parking spaces*	91parking spaces

Parking:

- The applicant is proposing a mix of uses – restaurant being one of the mix
- The CDDSG requires a parking ratio of 15 spaces/1,000 SF
- If entire 12,772 SF building is a restaurant, it would require 190 spaces
- Applicant's traffic engineer stated the National average for restaurant parking is 6.37 spaces/1,000 SF
- At this ratio, they only need 81 space; they provided 91
- Staff accepts this modification

McCaslin Marketplace
Final PUD

Architecture:

- 26'6" overall height; 38' endcap towers; complies with CDDSG
- Sandstone base, stone veneer main body, steel trellis and stucco header
- Glazing on the pedestrian elements and the clerestory of the towers
- The roofline is articulated and the façade provides visual interest
- Architecture complies with CDDSG

McCaslin Marketplace
Final PUD

Landscaping:

- Retaining most
- Request to remove existing mature trees along property boundary to improve visibility
- 18 trees requesting to be removed; 18 trees added
- City Forester has asks for balance in site view and maintaining tree rows.
- Staff recommends the applicant continue to work with City Forester on landscape plan

McCaslin Marketplace
Recommendation

Staff recommends approval of final PUD and GDP and GDP agreement amendments for McCaslin Marketplace with one condition:

1. With regard to trees to be removed and trees to remain, the applicant shall work with the City Forester to find balance between site visibility and maintaining tree rows along major corridors in the City.

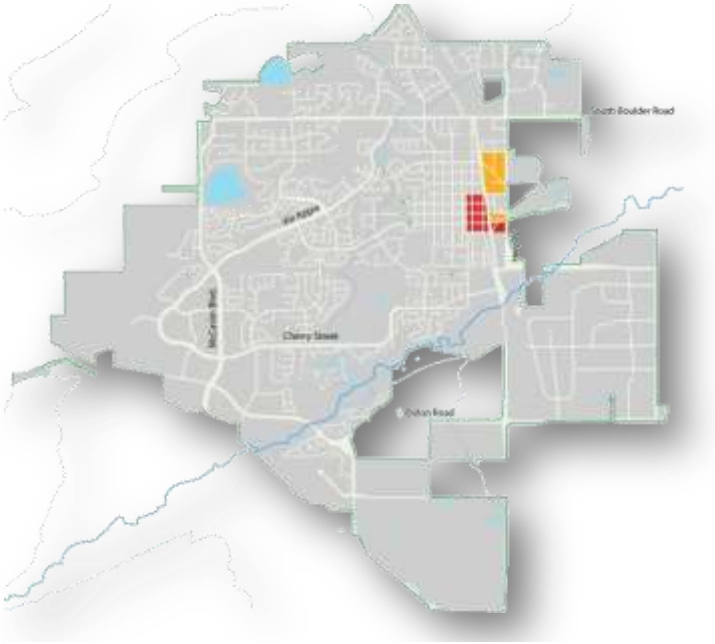
CITY COUNCIL COMMUNICATION
AGENDA ITEM 8K

SUBJECT: **ORDINANCE NO. 1697 SERIES 2015 – AN ORDINANCE AMENDING SECTIONS 13.08.030, 13.12.020 AND 13.12.040 OF THE LOUISVILLE MUNICIPAL CODE TO ADDRESS WATER SERVICE CONNECTIONS AND WATER TAP FEES FOR LIVE-WORK LAND USES – 1st Reading – Set Public Hearing for 07/28/2015**

DATE: **JULY 14, 2015**

PRESENTED BY: **TROY RUSS, PLANNING AND BUILDING SAFETY**
DMITRY TEPO, PE, PUBLIC WORKS

SUMMARY:
On June 2, 2015, City Council approved Ordinance 1691, Series 2015, an Ordinance amending Title 17 of the Louisville Municipal Code (LMC) to define Live-Work land uses and allow their development in the City's Mixed Use Zone Districts and Downtown Louisville.



Locations in Louisville Live-Work is allowed

Staff has identified needed LMC amendments to ensure the City's water ordinance (Title 13) reflects the operating characteristics of the Live-Work land use category and present an equitable fee structure ensuring applicants are charged fairly for City water services.

The proposed changes to Title 13 recognize live-work land 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. Live work units are expected to be small in scale and present unique water demand not currently recognized in the LMC.

REQUESTED AMENDMENTS TO TITLE 13

Staff is proposing the following modifications to Sections 13.08.030, 13.12.020 and 13.12.040 of the LMC to address water service connections and water tap fees for live-work uses (words to be deleted are shown in strikeout; words to be added are underlined).

Sec. 13.08.030. Separate connection required.

Two or more premises may not be supplied from one and the same connection unless the property is being used for an approved live-work as defined in section 17.08.262 that adheres to the requirements in section 17.16.320, or structures on the premises were ~~are~~ served in such a manner on the effective date of Ordinance No. 914, Series 1986~~ the ordinance codified in this chapter~~. In the addition of a building or structure which adds a complete living unit in the case of a live-work use or multifamily residence, or which adds a pad or pads to a mobile home court, or which adds rooms or apartments to an apartment house in the event such rooms are served by plumbing fixtures, or any addition not listed in this section which adds more than five fixture units ~~points~~ as computed by reference to the Plumbing Code adopted by the city and set forth in title 15, as then in effect~~ Table A under section 13.12.030~~, such addition shall require the payment of an extension charge to be computed according to the method of computing tap fees as outlined in chapter 13.12. This section shall apply to extensions to all existing water services as well as to future services. In the event an approved live-work is divided in ownership contrary to the requirements in section 17.16.320, a separate connection and separate tap fee shall be required and paid prior to the issuance of certificates of occupancy.

Sec. 13.12.020. - Tap fee generally.

B. For each unattached dwelling unit, duplex unit and attached townhouse, a separate water tap must be purchased from the city and all required tap fees paid to the city. Apartment units shall not be treated as an unattached dwelling. The foregoing shall not apply to a single residential living unit that is being used for an approved live-work as defined in section 17.08.262 that adheres to the requirements in section 17.16.320.

. . .

D. The tap fee for nonresidential units and any live-work use shall be determined by the city, ~~and shall be~~ based upon ~~the size of the tap, as calculated pursuant to the~~ estimated annual water demand (gallons/year) and applicable provisions of the Plumbing Code adopted by the city and set forth in Title 15, as then in effect, and ~~by the estimated annual water demand (gallons/year), and by~~ reference to the table of fees established by the city manager in accordance with section 13.12.040.

Sec. 13.12.040. - Tap fee.

A. The tap fee shall be computed by reference to the provisions of this chapter using tap fee calculation forms maintained by the city. Tap fees shall be established and set forth in a table of fees established by the city manager. The city manager shall by order enacted and effective on the effective date of Ordinance No. 1633, Series 2013, and thereafter on January 1 of each year, establish a table of city water tap fees.

FISCAL IMPACT

Amending Sections 13.08.030 and 13.12.020 of the LMC should not have a fiscal impact on the City of Louisville, as the proposed changes to the LMC and the subsequent Live-Work water and sewer tap fees would reflect the anticipated City costs. Note, the City, with the approval of this Ordinance, will charge Live-Work land uses commercial water rates.

These proposed changes to the LMC and subsequent water and sewer tap fees should reduce the overall infrastructure costs of a live-work land use, making the land use more economically viable.

The following table illustrates the existing water and sewer tap fees and related infrastructure costs for a Live-Work land use being developed in Louisville in comparison to what the proposed Ordnance and fee structure would allow. Note, Public Works cost analysis is an attachment to this communication.

Fee & Infrastructure Requirements	Existing Ord.	Proposed Ord.	Diff.
Residential Water Tap Fee	$25,900 (3/4" line)	$46,200 (1" line)	- $5,600
Commercial Water Tap Fee	$25,900 (3/4" line)		
Residential Sewer Tap Fee	$4,500	$7,900	- $1,100
Commercial Sewer Tap Fee	$4,500		
Com / Res Sewer Infrastructure (Piping)	$12,000*	$10,000*	- $2,000
Com / Res Water Infrastructure (Piping)	$9,000*	$8,000*	- $1,000
TOTAL COSTS	**$81,800**	**$72,100**	**-$9,700**

* Sample Infrastructure Costs provided by DAJ Design.

RECOMMENDATIONS

Staff recommends City Council approve Ordinance No. 1697, Series 2015, an Ordinance amending Sections 13.08.030, 13.12.020 and 13.12.040 of the LMC to address water service connections and water tap fees for Live-Work land uses on 1st reading and set the public hearing for July 28, 2015.

ATTACHMENTS:

1. Ordinance No. 1697, Series 2015
2. Cost Assumption email from Public Works – May 21, 2015

ORDINANCE NO. 1697
SERIES 2015

AN ORDINANCE AMENDING SECTIONS 13.08.030, 13.12.020 AND 13.12.040 OF THE LOUISVILLE MUNICIPAL CODE TO ADDRESS WATER SERVICE CONNECTIONS AND WATER TAP FEES FOR LIVE-WORK USES

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, the City Council is authorized by the City Charter and state law, including but limited to Charter Section 13-2 and C.R.S. §§ 31-15-708 and 31-35-101 et seq. to regulate the use of the City water system and to from time to time fix, establish, maintain, and provide for the collection of rates, fees, and charges for water services furnished by the City; and

WHEREAS, by Ordinance No. 1691, Series 2015, the City Council amended title 17 of the Louisville Municipal Code (LMC) to define and establish a live-work use category and allow development of live-work uses in 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, 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, in connection with the allowance and regulation of live-work uses, the City Council finds it necessary and appropriate to amend certain sections of title 13 of the LMC to address water service connections and water tap fees for live-work uses;

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

Section 1. Section 13.08.030 of the Louisville Municipal Code is hereby revised to read as follows (words to be deleted are shown in ~~strikeout~~; words to be added are underlined):

Sec. 13.08.030. Separate connection required.

Two or more premises may not be supplied from one and the same connection unless the property is being used for an approved live-work as defined in section 17.08.262 that adheres to the requirements in section 17.16.320, or structures on the premises were ~~are~~ served in such a manner on the effective date of Ordinance No. 914, Series 1986 ~~the ordinance codified in this chapter~~. In the addition of a building or structure which adds a complete living unit in the case of a live-work use or multifamily residence, or which adds a pad or pads to a mobile home court, or which adds rooms or apartments to an apartment house in the event such rooms are served by plumbing fixtures, or any addition not listed in this section which adds more than five fixture units ~~points~~ as computed by reference to the Plumbing Code adopted by the city and set forth in title 15, as

then in effect ~~Table A under section 13.12.030~~, such addition shall require the payment of an extension charge to be computed according to the method of computing tap fees as outlined in chapter 13.12. This section shall apply to extensions to all existing water services as well as to future services. In the event an approved live-work is divided in ownership contrary to the requirements in section 17.16.320, a separate connection and separate tap fee shall required and paid prior to the issuance of certificates of occupancy.

Section 2. Subsections B and D of Section 13.12.020 of the Louisville Municipal Code is hereby revised to read as follows (words to be deleted are shown in ~~strikeout~~; words to be added are underlined):

Sec. 13.12.020. - Tap fee generally.

B. For each unattached dwelling unit, duplex unit and attached townhouse, a separate water tap must be purchased from the city and all required tap fees paid to the city. Apartment units shall not be treated as an unattached dwelling. The foregoing shall not apply to a single residential living unit that is being used for an approved live-work as defined in section 17.08.262 that adheres to the requirements in section 17.16.320.

. . .

D. The tap fee for nonresidential units and any live-work use shall be determined by the city, ~~and shall be~~ based upon ~~the size of the tap, as calculated pursuant to the~~ estimated annual water demand (gallons/year) and applicable provisions of the Plumbing Code adopted by the city and set forth in Title 15, as then in effect, and ~~by the estimated annual water demand (gallons/year), and by~~ reference to the table of fees established by the city manager in accordance with section 13.12.040.

Section 3. Subsection A of Section 13.12.040 of the Louisville Municipal Code is hereby revised to read as follows (words to be deleted are shown in ~~strikeout~~; words to be added are underlined):

Sec. 13.12.040. - Tap fee.

A. The tap fee shall be computed by reference to the provisions of this chapter using tap fee calculation forms maintained by the city. Tap fees shall be established and set forth in a table of fees established by the city manager. The city manager shall by order enacted and effective on the effective date of Ordinance No. 1633, Series 2013, and thereafter on January 1 of each year, establish a table of city water tap fees.

Section 4. 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 5. 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 6. 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 _____ day of _____, 2015.

_____
Robert P. Muckle, Mayor

ATTEST:

_____
Nancy Varra, City Clerk

APPROVED AS TO FORM:

_____
Light | Kelly, P.C.
City Attorney

PASSED AND ADOPTED ON SECOND AND FINAL READING this _____ day of _____, 2015.

_____
Robert P. Muckle, Mayor

ATTEST:

_____
Nancy Varra, City Clerk

Dawn Burgess

From: Dmitry Tepo
Sent: Thursday, May 21, 2015 4:02 PM
To: Troy Russ
Cc: Tony DeSantis; Kurt Kowar; Cory Peterson
Subject: Live/Work Tap Fees

Troy,

I reviewed the 5 potential live/work locations you provided and compared their lot sizes and residential footprint to an average single family (SF) residence in the City. An average SF lot is 8,444 sf and interpolating data from the Comp Plan, an average house size is 1,587 sf. From the table below, we can see that the live/work lots are typically smaller than average, with larger than average houses. On the annual basis, we estimate that 57% of the water used by a SF residence is for indoor purposes. We know that the live/work units could have a smaller yard than a typical residence if the residential and commercial uses are standalone buildings, but because the residential component is larger, the overall demand reduction won't be that significant. If the commercial and residential are in one, multi-story building, there will be added outdoor demand that would result in overall demand in line with a typical SF residence. With our tap fees being charged to represent an average usage, we do not feel that on average, the residential component would demonstrate enough use reduction to justify a fee decrease.

Address	Lot Size (sf)	% of Average Residential Lot Size	Commercial (sf)	Commercial Use	Residential (sf)	% of Average Res House in Louisville
927 Main Street	3,775	44.7%	2000	Office	1000	63.0%
834 South	?	?	1800	Restaurant	2200	138.6%
921 Main Street	7,796	92.3%	996	Office	1,800	113.4%
913 Main Street	8,190	97.0%	1,196	Office	2200	138.6%
945 Front Street	6,951	82.3%	1,411	Office	2800	176.4%

Additionally, I found 3 offices in the Old Town area that are of similar size as the proposed live/work units. You can see below, that all three have a significantly larger annual demand than the 117,000 gal/yr, which we see from a typical house. So an argument that a live/work tap fee should be the same as an SF tap fee does not hold up. You can also see the demand variability, which reinforces the need to charge the commercial use based on an estimated annual demand.

Address	Use	Bldg (sf)	Lot (sf)	Annual Demand (gal)	Single Family Equivalents
932 Walnut St	Real Estate Office	856	2,361	414,360	3.54
945 Front St	Law Office	1411	6,951	273,578	2.34
817 PINE ST	Architect's Office	1480	3,548	175,365	1.50

One last issue I wanted to touch on is applicants being able to petition for lower tap fees based on the lower estimated water usage. Utility tap fees are charged based on averages because we have no control over what the owner does after we charge the fees. Xeriscape could be converted to sod, rooms can be added to the structure, poorly maintained sprinkler systems can leak, which all results in the use of a larger portion of the infrastructure than the owner purchased. Eventually, the owner will make up the deficit in monthly charges, but with this arrangement, the utility is not collecting the money it needs when it needs it. This constraint is widely recognized in the industry and most municipalizes charge based on averages, except some larger ones which have staff to deal with exceptions. Another problem we run into is water demand estimates provided by applicants are always low because they are quantifying what a building "should" use, not what it will use. For those reasons, we believe the structure we previously proposed below is equitable.

Proposed Live/Work Tap Fee (office + residential unit)
Residential & Commercial Water Tap Fee – $46,200 (minimum amount, that could increase based on demand)
Residential & Commercial Sewer Tap Fee – $7,900 (fixed amount)
TOTAL: $54,100 (minimum fee)

Thanks,

Dmitry Tepo, P.E.
Water Resources Engineer
City of Louisville
749 Main Street
Louisville, CO 80027
(303) 335-4607

CITY COUNCIL COMMUNICATION
AGENDA ITEM 8L

SUBJECT: **ORDINANCE NO. 1699, SERIES 2015 - AN ORDINANCE APPROVING THE VACATION OF A .002 ACRE PORTION OF THE 50-FOOT WIDE UNIMPROVED SHORT STREET RIGHT-OF-WAY DEDICATED TO THE CITY BY THE PLAT OF INDUSTRIAL AREA SUBDIVISION IN THE CITY OF LOUISVILLE – 1st Reading – Set Public Hearing 07/28/2015**

DATE: **JULY 14, 2015**

PRESENTED BY: **SEAN MCCARTNEY, PRINCIPAL PLANNER - PLANNING AND BUILDING SAFETY DEPARTMENT**

SUMMARY:
The Louisville City Council approved DELO Phase 2 on March 17, 2015. The approved development included the vacation of two remnant portions of East Lafayette right-of-way.

The applicant requested a third vacation of remnant right-of-way in the original development request, but staff inadvertently overlooked this request. This portion of right-of-way is located on a western portion of Short Street (on the west side of Cannon Street) and amounts to about .002 acres. This action will address and resolve staff's oversight.

REQUEST:
The applicant is requesting a third portion of remnant right-of-way (.002 acres) be vacated in the northwestern corner of Cannon Street and Short Street:

FISCAL IMPACT:
There will be no Fiscal Impact to the City regarding this right-of-way vacation.

RECOMMENDATION:
Staff recommends City Council approve Ordinance No. 1699, Series 2015.

ATTACHMENTS:

1. Ordinance No. 1699, Series 2015
2. Exhibit A
3. Presentation

ORDINANCE NO. 1699
SERIES 2015

AN ORDINANCE APPROVING THE VACATION OF A .002 ACRE PORTION OF THE 50-FOOT WIDE UNIMPROVED SHORT STREET RIGHT-OF-WAY DEDICATED TO THE CITY BY THE PLAT OF INDUSTRIAL AREA SUBDIVISION IN THE CITY OF LOUISVILLE

WHEREAS, by the plat of Industrial Area Subdivision, recorded January 22, 1960, in Plat Book 7, at Page 58, Boulder County Records, there was dedicated to the City a 50-foot wide right-of-way for Short Street extending from Highway 42 to Cannon Street for an approximate distance of 394.17 feet; and

WHEREAS, proper application has been made to the City for vacation of a .002 acre portion of Short Street right-of-way, as depicted on Exhibit A; and

WHEREAS, the City Council has determined that the .002 acre portion of Short Street right-of-way for which vacation has been requested is not and has not been used or required as a roadway or thoroughfare for the public; and

WHEREAS, the City Council has determined that the .002 acre portion of Short Street right-of-way for which vacation is requested is not and will not be needed for any public purposes other than for the installation, operation, maintenance, repair, upgrading and replacement of existing and future public utilities; and

WHEREAS, the City Council has determined that the .002 acre portion of Short Street right-of-way for which vacation is requested is not being used or held for park purposes or for any other governmental purposes; and

WHEREAS, the City Council desires to approve the application and vacate the City's interests in the .002 acre portion of Short Street right-of-way described herein for which vacation is requested, subject to the provisions of this Ordinance;

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

Section 1. Subject to the provisions of Section 2 hereof, the City hereby vacates the .002 acre portion of Short Street right-of-way which is depicted on Exhibit A, attached hereto and which portion is hereafter referred to as the "Street Right-of-Way". Title to the portion of the vacated Street Right-of-Way shall vest in the manner provided by law.

Section 2. Expressly reserved from the vacation set forth in Section 1 above are any dry utility easements, City of Louisville exclusive utility easements, drainage and utility easements, and other easements dedicated by the final subdivision plat of the DELO Subdivision – Replat No. 1, which easements are not affected by this Ordinance and shall remain in place for existing and future public utilities purposes as set forth in said final subdivision plat, as in effect and amended from

time to time. Further, easements for existing public utilities, if any, shall not be altered or amended by virtue of this Ordinance.

Section 3. The Mayor and City Manager, or either of them, is authorized to execute such additional documents as may be necessary to evidence the vacation of the Street Right-of-Way herein vacated, including execution of quit claim deeds. All actions heretofore taken in furtherance of the vacation of the Street Right-of-Way are hereby ratified and confirmed.

Section 4. All other ordinances or portions thereof inconsistent or in conflict with this ordinance or any portion hereof are hereby repealed to the extent of such inconsistency or conflict.

INTRODUCED, READ, PASSED ON FIRST READING, AND ORDERED PUBLISHED this _____ day of _____, 2015.

_____
Robert P. Muckle, Mayor

ATTEST:

_____
Nancy Varra, City Clerk

APPROVED AS TO FORM:

_____
Light | Kelly, P.C.
City Attorney

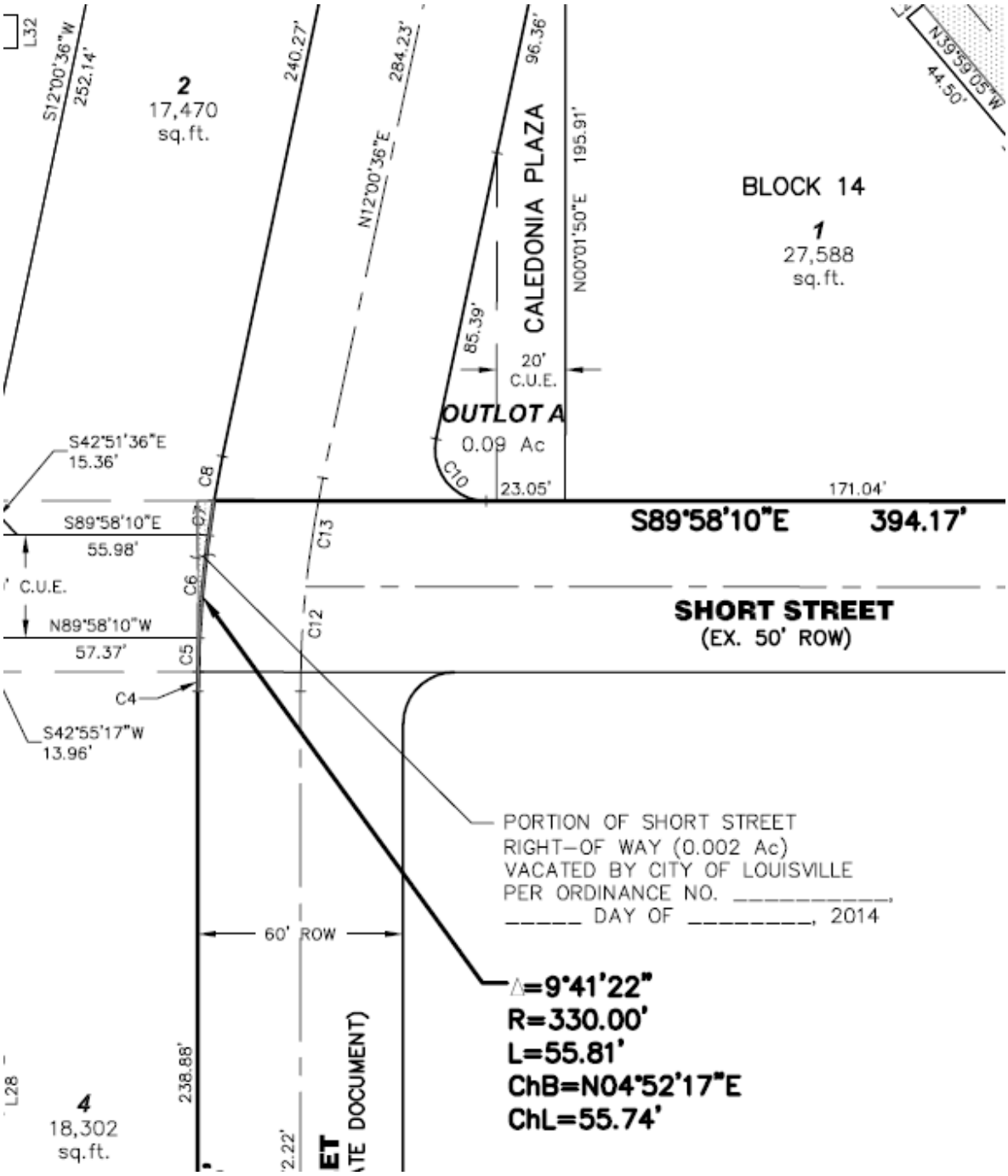
PASSED AND ADOPTED ON SECOND AND FINAL READING, this _____ day of _____, 2015.

_____
Robert P. Muckle, Mayor

ATTEST:

_____
Nancy Varra, City Clerk

Exhibit A


L32
S12°00'36"W
252.14'
2
17,470
sq.ft.
240.27'
284.23'
N12°00'36"E
96.36'
CALEDONIA PLAZA
195.91'
N00°01'50"E
N39°59'05"W
44.50'
BLOCK 14
1
27,588
sq.ft.
85.39'
20'
C.U.E.
OUTLOT A
0.09 Ac
C10
23.05'
171.04'
S42°51'36"E
15.36'
C8
S89°58'10"E
55.98'
C7
C13
S89°58'10"E 394.17'
C.U.E.
C6
N89°58'10"W
57.37'
C5
C12
SHORT STREET
(EX. 50' ROW)
C4
S42°55'17"W
13.96'
PORTION OF SHORT STREET
RIGHT-OF WAY (0.002 Ac)
VACATED BY CITY OF LOUISVILLE
PER ORDINANCE NO. _____,
_____ DAY OF _____, 2014
60' ROW
Δ=9°41'22"
R=330.00'
L=55.81'
ChB=N04°52'17"E
ChL=55.74'
238.88'
L28
4
18,302
sq.ft.
2.22'
ET
ATE DOCUMENT)

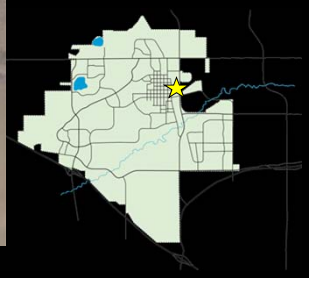
City Council - Public Hearing

Short Street Right-of-Way Vacation

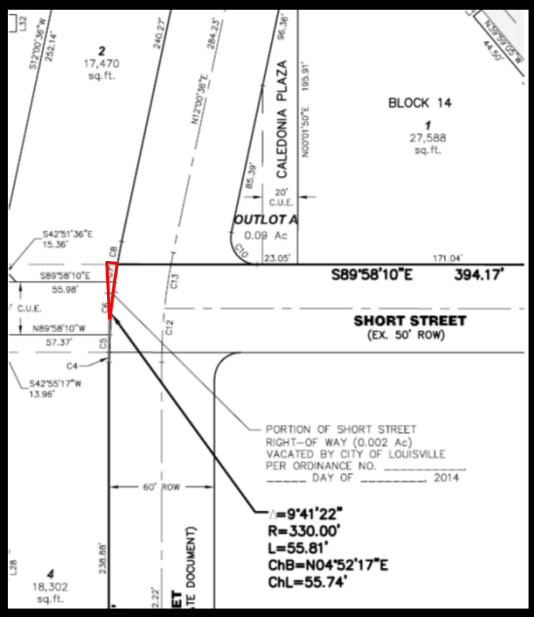
ORDINANCE NO. 1699, SERIES 2015 - AN ORDINANCE APPROVING THE VACATION OF A .002 ACRE PORTION OF THE 50-FOOT WIDE UNIMPROVED SHORT STREET RIGHT-OF-WAY DEDICATED TO THE CITY BY THE PLAT OF INDUSTRIAL AREA SUBDIVISION IN THE CITY OF LOUISVILLE – 1st Reading

Prepared by:
Dept. of Planning & Building Safety

Short Street Right-of-Way Vacation
Location



Short Street Right-of-Way Vacation
Request



- Vacate a .002 acre portion of Short Street
- City does not need this remnant piece of right-of-way

Short Street Right-of-Way Vacation
Recommendation

Staff recommends City Council approve Ordinance No. 1699, Series 2015.

SUBJECT: **ORDINANCE NO 1700, SERIES 2015 – AN ORDINANCE AMENDING CHAPTER 13.32 OF THE LOUISVILLE MUNICIPAL CODE REGARDING SEWER USE REGULATIONS – 1st Reading – Set Public Hearing 07/28/2014**

DATE: **JULY 14, 2015**

PRESENTED BY: **KURT KOWAR, PUBLIC WORKS**

SUMMARY:

Staff recommends an update of the City's Sewer Use Regulations to respond to compliance requirements for the City's 2012 National Pollutant Discharge Elimination System (NPDES) permit for the Wastewater Treatment Plant (WWTP).

The Colorado Department of Health and Environment (CDPHE) has mandated reduced wastewater discharge limits for Manganese (Mn). These new limits affect current operations of the Louisville Wastewater Plant. The previous limit of 0.2 Mg/L has now been reduced to 0.026 Mg/L. The new discharge limit is set by CDPHE and annotated on the wastewater permit CO0020378. To ensure these limits are met, entities discharging to the City must also reduce their limits. Significant Industrial Users (SIU) of the CDPHE permitted Industrial Pretreatment Program (IPP) include private companies within the City and the City's Water Treatment Plants.

Two current wastewater customers and identified SIU's, Oracle and Kiosk, have been identified as contributors of Mn. Oracle and Kiosk, have been contacted and advised of their new requirements by City staff. Further, both SIU's can meet the new limits without modifications or financial obligation. Permits for the new limits will be issued to the SIU's with the approval of this ordinance.

The other major source of Mn is the process backwash sludge from the water treatment plants that is currently discharged to the sanitary sewer system. Water Treatment plant solids residuals are a by-product of drinking water treatment and have historically been discharged to the sanitary sewer system. The City's Water Treatment Facilities were not previously permitted under IPP even though they are specifically required to be by regulatory requirements. The 2013 Water Treatment Facilities Master Plan completed by Hatch Mott MacDonald recommended installation of new sludge drying beds at the HBWTP and the Sid Copeland Water Treatment Plant (SCWTP). In 2013, staff, in coordination with Dewberry Engineers, performed additional detailed analysis to quantify the impacts of both the HBWTP and SCWTP to the WWTP. This analysis determined that the biggest reduction in solids loading to the WWTP could be accomplished with sludge drying beds at the HBWTP. The new drying beds are already approved projects currently under construction.

The recommend changes ensure EPA compliance and meet the State of Colorado guidelines.

FISCAL IMPACT:
The City is currently constructing Sludge Handling Facilities at the Howard Berry Water Treatment Plant. This is roughly a $2.4 million dollar design and construction improvement.

The City is currently budgeting to do improvements to existing sludge drying beds at the Sid Copeland Water Treatment Plant that are in disrepair. This is roughly a $300,000 dollar improvement planned for 2016.

The City is currently under a compliance schedule from the 2012 NPDES permit to meet the WWTP required effluent limits. Additionally, the City is under a Voluntary Consent Order issued in early 2014 for effluent violations of NPDES permit and violations of management of the Industrial Pretreatment Program. Failure to comply with requirements of the NPDES permit and Voluntary Consent Order could result in significant fines to the City.

RECOMMENDATION:
Staff recommends City Council approve Ordinance No. 1700, Series 2015, an Ordinance amending Sections 13.32 of the LMC regarding sewer use regulations on 1st reading and set the public hearing for July 28, 2015.

ATTACHMENT(S):
1. Ordinance No. 1700, Series 2015

ORDINANCE NO. 1700
SERIES 2015

AN ORDINANCE AMENDING CHAPTER 13.32 OF THE LOUISVILLE MUNICIPAL CODE REGARDING SEWER USE REGULATIONS

WHEREAS, the City Council desires to amend Chapter 13.32 of the Louisville Municipal Code to reflect changes in federal and state regulations; and

WHEREAS, the City Council desires to amend Chapter 13.32 of the Louisville Municipal Code to update local limits for permitted industrial and non-industrial users and non-permitted users;

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

Section 1. The following definitions in Section 13.32.020 of the Louisville Municipal Code are hereby amended to read as follows (words to be deleted are ~~stricken through~~; words to be added are underlined) with the remainder of the defined terms in said section to remain the same:

§13.32.020. Definitions.

Fats, oil or grease (FOG) means any hydrocarbons, fatty acids, soaps, fats, waxes, oils and any other material that is extracted by ~~Freon~~ hexane solvent, as specified in 40 CFR 136.3.

Significant Industrial User

...

B. Upon a finding that an industrial user meeting the criteria in paragraph A.1, 2, 3 or 4 of this definition has no reasonable potential for adversely affecting the POTW's operation or for violating any pretreatment standard or requirement, the control authority ~~(as defined in 40CFR 403.12(a)~~ may at any time, on its own initiative or in response to a petition received from an industrial user or POTW, and in accordance with 40CFR 403.8(f)(6), determine that such industrial user is not a significant industrial user.

...

Violation means any ~~pollution~~ pollutant concentration or mass loading which exceeds effluent limitations ~~defines~~ defined by section 13.32.120 or in the discharge permit issued under this chapter; any failure to provide adequate and timely reports required by a permit; any failure to abide by any management conditions required by a permit or this chapter; or any failure to abide by the terms, conditions and restrictions of this chapter, a permit issued hereunder or applicable federal or state regulations.

Section 2. The Louisville Municipal Code is hereby amended to read as follows (words to be deleted are ~~stricken through~~; words to be added are underlined):

§13.32.060. Wastewater Discharge Permit Requirement

B. At the discretion of the ~~superintendent~~ control authority, the ~~superintendent~~ control authority may use general control mechanisms to control discharges to the POTW if the following conditions are met. All of the facilities to be covered must:

…

§13.32.130 Enforcement

A. *Administrative fines and/or orders.* Notwithstanding any other section of this title 13 of this Code, any industrial user who is found to have violated any provision of this chapter, or permits and orders issued hereunder, and who has been served a notification of violation, ~~shall~~ may be subject to an administrative penalty in an amount not to exceed $1,000.00 per violation. Each day on which noncompliance shall occur or continue shall be deemed a separate and distinct violation. Such assessments may be added to the user's next scheduled sewer service charge and the public works department shall have such other collection remedies as they have to collect other service charges. Unpaid charges, fines and penalties shall constitute a lien against the individual user's property. Any industrial user which disputes such administrative penalty must file, within ten days of being notified of the penalty, a request with the public works director for reconsideration of the penalty. The public works director ~~shall~~ may schedule and hold a hearing on the matter within 15 days of receiving the request from the industrial user.

…

C. *Consent orders.* The director of public works is hereby empowered to enter into consent orders, assurances of voluntary compliance, or other similar documents establishing an agreement with the industrial user responsible for the noncompliance. Such orders will include specific action to be taken by the industrial user to correct the noncompliance within a time period also specified by the order. Consent orders shall have the same force and effect as administrative orders issued pursuant to subsection ~~D~~ A of this section.

§13.32.150 Penalties and Remedies

A. *Civil penalties.* Any industrial user who has violated or continues to violate this or any order or permit issued under this chapter, ~~shall~~ may be liable to the director of public works for a civil penalty of not more than $1,000.00 per day per violation for as long as the violation continues. In addition to the above described penalty and damages, the director of public works may recover reasonable attorney's fees, court costs, and other expenses associated with the enforcement activities, including sampling and monitoring expenses. The director of public works ~~shall~~ may petition the court to impose, assess, and recover such sums. In determining the amount of liability, the court ~~shall~~ may take into account all relevant circumstances, including, but not limited to, the extent of harm caused by the violation, the magnitude and duration, any economic benefit gained through the industrial user's violation, corrective actions by the

industrial user, the compliance history of the user, and any other factor as justice requires.

Section 3. §13.32.060 of the Louisville Municipal Code is hereby amended to read as follows (words to be deleted are ~~stricken through~~; words to be added are underlined):

§13.32.060. Wastewater Discharge Permit Requirement

C. Both individual and general control mechanisms must be enforceable and contain, at a minimum, the following conditions:
1. Statement of duration;
2. Statement of nontransferability ~~without, at a minimum, prior notification to the POTW and provision of a copy of the existing control mechanism to the new owner or operator~~ pursuant to subsection J of this section;

…

D. *Permit application required.*

1. *Existing industrial users holding permits.* All industrial users that have an existing permit issued by the city and who wish to continue such discharges in the future, shall, within 90 days prior to expiration of the permit, reapply to the city for a wastewater discharge permit in accordance with subsections ~~A.4~~ D.4 of this section.

2. *New industrial users.* All new significant industrial users and non-significant categorical industrial users (as defined in section 13.32.020) who proposes to begin or recommence discharging into the POTW shall, at least 90 days prior to the date upon which any discharge will begin or recommence, apply to the city for a wastewater discharge permit in accordance with subsections ~~A.4~~ D.4 of this section.

…

[D.4(i)]ii. No increment referred to in subsection ~~A.4.(i)i~~ D.4.(i)i. of this section shall exceed six months.

Section 4. §13.32.120 of the Louisville Municipal Code is hereby amended to read as follows (words to be deleted are stricken through; words to be added are underlined):

§13.32.120 - Specific Pollutant Limitations

A. Concentration-based limitations. Every permitted significant industrial user of the POTW, except where mass limits have been established, shall not discharge any wastewater with a pollutant concentration exceeding the following standards:

Pollutant/Pollutant Property	Daily Maximum Allowable Concentration in mg/l
Manganese (Total)	~~10.686~~ 0.5659

B. *Special conditions.*

1. *Mass limitations for permitted users.* The director of public works or his designated agent may impose mass limitations on permitted users subject to a federal, state, or city standard. Such mass limitation may be imposed through such user's industrial wastewater discharge permits. The total mass of pollutants allocated to all permitted industrial users shall not exceed the level specified below. Changes in local limits due to increased or decreased loading in the service area, or due to other special conditions, including but not limited to water quality stream standards, NPDES discharge permit limits, or other conditions as determined by the director, may cause a change in these allocations. Industrial users shall monitor and report daily flows as required by the wastewater contribution permit. Allocations may be revoked by the director and shall not be considered property rights.

Pollutant/Pollutant Property	Daily Maximum Allowable Industrial Load in Lbs/Day
Manganese (Total)	~~1.7773~~ 0.5506

2. *Mass limitations for non-permitted users.* The director of public works or his designated agent may impose mass limitations on non-permitted users. The total mass of pollutants allocated to all non-permitted users shall not exceed the level specified below. Changes in local limits due to increased or decreased loading in the service area, or due to other special conditions, including but not limited to water quality stream standards, NPDES discharge permit limits, or other conditions as determined by the director, may cause a change in these allocations. Non-permitted users shall monitor and report daily flows as required by the director. Allocations may be revoked by the director and shall not be considered property rights.

Pollutant/Pollutant Property	Daily Maximum Allowable Commercial Load in Lbs/Day
~~Manganese (Total)~~	~~4.417~~

Section 5. §13.32.130 of the Louisville Municipal Code is hereby amended to read as follows (words to be deleted are stricken through; words to be added are underlined):

§13.32.130. – Enforcement

A. *Administrative fines and/or orders.* Notwithstanding any other section of

this title 13 of this Code, any industrial user who is found to have violated any provision of this chapter, or permits and orders issued hereunder, and who has been served a notification of violation, ~~shall~~ may be subject to an administrative penalty in an amount not to exceed $1,000.00 per violation.

§13.32.150 – Penalties and Remedies

In addition to any other penalties and remedies of the city, the following shall be applicable:

A. *Civil penalties.* Any industrial user who has violated or continues to violate this or any order or permit issued under this chapter, ~~shall~~ may be liable to the director of public works for a civil penalty of not more than $1,000.00 per day per violation for as long as the violation continues.

§ 13.32.090. - Pretreatment.

Users shall provide necessary wastewater treatment as required to comply herewith. Any equipment and facilities required to pretreat wastewater to a level in compliance with this chapter shall be provided, operated and maintained at the user's expense. Detailed plans showing the pretreatment facilities and operating procedures shall be submitted to the city for review, and shall be approved in writing by the city before construction of the facility. The review of such plans and operating procedures will in no way relieve the user from the responsibility of modifying the facility as necessary to produce wastewater in compliance with the provisions of this chapter. Any subsequent changes in the pretreatment facilities or method of operation shall be reported to the city and approved prior to the user's initiation of the changes. Grease, oil, and sand interceptors shall be provided when, in the opinion of the city, they are necessary for the proper handling of wastewater containing excessive amounts of grease and oil, or sand; except that such interceptors shall not be required for residential users. All interception units shall be of type and capacity approved by the city and shall be so located to be easily accessible for cleaning and inspection. Such interceptors shall be inspected, cleaned, and repaired by the user at the user's expense. Grease interceptors shall be cleaned as often as necessary to ensure that sediment and floating materials do not accumulate to impair the efficiency of the grease interceptor; that the discharge is in compliance with local wastewater discharge limits; and, to ensure that no visible grease is observed in the discharge. Grease interceptors shall be completely evacuated at a minimum of every ninety (90) days, or more frequently when: i) Twenty-five percent (25%) or more of the wetted height of the grease trap or grease interceptor, as measured from the bottom of the device to the invert of the outlet pipe, contains floating materials, sediment, oils or greases; ii) The discharge exceeds BOD, COD, TSS, FOG, pH, or other pollutant levels established by the director; or, iii) If there is a history of noncompliance.

Section 6. If any portion of this ordinance is held to be invalid for any reason, such decision 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 7. 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. Nothing in this ordinance is intended or shall be construed to create any right to any rebate, refund, credit or abatement of any amounts paid or owning to the City.

Section 8. All other ordinances or portions thereof inconsistent or conflicting with this ordinance or any portion hereof are hereby repealed to the extent of such inconsistency or conflict.

INTRODUCED, READ, PASSED ON FIRST READING, AND ORDERED PUBLISHED this _____ day of _____, 2015.

_____
Robert P. Muckle, Mayor

ATTEST:

_____
Nancy Varra, City Clerk

APPROVED AS TO FORM:

_____
Light, Kelly & Dawes, 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