

City Council

Agenda

**Tuesday, July 28, 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: July 14, 2015

C. Approve and Ratify Payment for the Builders Risk Insurance with American Zurich Insurance Company for the Wastewater Treatment Facility Upgrades

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

7. CITY MANAGER'S REPORT

8. REGULAR BUSINESS

Citizen Information

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

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

City of Louisville

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

7:15 – 7:30 pm

A. RESOLUTION NO. 49, SERIES 2015 – A RESOLUTION DESIGNATING THE VAUGHN HOUSE LOCATED AT 701 LINCOLN AVENUE A HISTORIC LANDMARK

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

7:30 – 7:45 pm

B. 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 – 2nd Reading – Public Hearing - Advertised *Daily Camera* 07/19/2015

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

7:45 – 8:00 pm **C. GATEWAY ANNEXATION**

1. RESOLUTION NO. 50, SERIES 2015 – A RESOLUTION APPROVING AN AMENDMENT TO ADDENDUM TO THE GATEWAY ANNEXATION AGREEMENT

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

2. ORDINANCE NO. 1694, SERIES 2015 – AN ORDINANCE AMENDING ORDINANCES NOS. 1165 AND 1166, SERIES 1994 CONCERNING THE GATEWAY ANNEXATION AND APPROVING AN AMENDMENT TO AN ADDENDUM TO ANNEXATION AGREEMENT – 2nd Reading – Public Hearing - Advertised Daily Camera 07/19/2015

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

3. RESOLUTION NO. 51, SERIES 2015 – A RESOLUTION APPROVING 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%.”**

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

8:00 – 9:00 pm **D. 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 – 2nd Reading – Public Hearing – Advertised *Daily Camera 07/19/2015***

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

9:00 – 10:00 pm **E. DISCUSSION/DIRECTION - HISTORIC PRESERVATION MASTER PLAN PERIOD OF SIGNIFICANCE**

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

10:00 – 10:30 pm **F. DISCUSSION/DIRECTION/ACTION – LEASE PROPOSALS FOR CITY OWNED LAND AT 1600 EMPIRE ROAD, THE CURRENT CITY SHOPS FACILITY**

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

10:30 – 11:00 pm **G. 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 – 2nd Reading – Public Hearing - Advertised *Daily Camera 07/19/2015***

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

11:00 – 11:05 pm

H. 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 – 2nd Reading – Public Hearing - Advertised
Daily Camera 07/19/2015

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

11:05 – 11:10 pm

I. ORDINANCE NO. 1700, SERIES 2015 – AN ORDINANCE AMENDING CHAPTER 13.32 OF THE LOUISVILLE MUNICIPAL CODE REGARDING SEWER USE REGULATIONS - 2ND Reading – Public Hearing - Advertised
Daily Camera 07/19/2015

- Mayor Opens Public Hearing
- Staff Presentation
- Public Comments (Please limit to three minutes each)
- Council Questions & Comments
- Additional Public Comments
- Mayor Closes Public Hearing
- 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: 91061 Period: 07/16/15

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	
13762-1	ATOMIC FORGE & WELDING INC 4229	INSTALL DOWNTOWN PARKING SIGNS	07/13/15	08/12/15	425.00	425.00
7785-1	BOULDER COUNTY TREASURER 2013TAX	PROPERTY TAX - 0 HARPER ST	07/02/15	08/01/15	2.37	2.37
1115-1	COLONIAL INSURANCE 0701339	#9711888 JUL 15 EMPLOYEE PREM	07/04/15	08/03/15	18.00	18.00
1205-1	COLORADO DEPT OF REVENUE 2QSTX2015	2Q 2015 SALES TAX	06/30/15	07/30/15	147.00	
	2QSTX2015	2Q 2015 SALES TAX	06/30/15	07/30/15	288.00	435.00
55	PENNANT INVESTMENT U:00000986	14246/333077121: UTILITY REFUN	07/14/15	07/14/15	21.11	
	U:00000986	14246/333077121: UTILITY REFUN	07/14/15	07/14/15	70.26	
	U:00000986	14246/333077121: UTILITY REFUN	07/14/15	07/14/15	7.02	
	U:00000986	14246/333077121: UTILITY REFUN	07/14/15	07/14/15	24.58	122.97
55	CORE TITLE U:00000987	15996/443001051: UTILITY REFUN	07/16/15	07/16/15	37.29	37.29
14102-1	WELLS FARGO FINANCIAL LEASING INC 5002302123	AUG 15 GOLF EQUIPMENT LEASE	07/05/15	08/04/15	9,138.96	9,138.96
11094-1	WESTERN DISPOSAL SERVICES 070115RES	JUN 15 RESIDENTIAL TRASH SERV	07/07/15	08/06/15	117,747.92	117,747.92
3875-1	XCEL ENERGY 462965177	JUN 15 WWTP ELECTRICITY	07/06/15	08/05/15	17,766.69	17,766.69
3876-1	XCEL ENERGY 070815	REMOVE GAS LINE 611 FRONT ST	07/08/15	08/07/15	2.00	2.00
11371-1	XCEL ENERGY 462462324	JUN 15 STREET LIGHTS	07/01/15	07/31/15	38,618.37	
	462462664	JUN 15 FLASHERS	07/01/15	07/31/15	5.90	
	463011237	JUN 15 TRAFFIC LIGHTS	07/07/15	08/06/15	1,337.14	39,961.41
BANK TOTAL PAYMENTS					185,657.61	185,657.61
GRAND TOTAL PAYMENTS					185,657.61	185,657.61

City of Louisville
Cash Disbursement Edit List

Batch: 91129 Period: 07/28/15

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			
4630-1	3M COMPANY OF65143	SERVICE AGREEMENT	07/08/15	08/07/15	920.00	920.00
13547-1	A G WASSENAAR INC 251779	GEOTECH SERVICES	06/29/15	07/29/15	346.87	
	251779	GEOTECH SERVICES	06/29/15	07/29/15	346.87	
	251779	GEOTECH SERVICES	06/29/15	07/29/15	346.88	
	251779	GEOTECH SERVICES	06/29/15	07/29/15	346.88	1,387.50
14121-1	ACUSHNET COMPANY 900855299	RANGE BALLS/RESALE GOLF BALLS	06/01/15	07/01/15	6,195.37	6,195.37
13960-1	ALFALFAS MARKET INC 071015	BUSINESS ASSISTANCE REBATE	07/10/15	08/09/15	42,842.06	
	071015	BUSINESS ASSISTANCE REBATE	07/10/15	08/09/15	21,421.03	64,263.09
1006-1	ALL CURRENT ELECTRIC INC 3265	ARBORETUM SUMP PUMP ELECTRICAL	07/15/15	08/14/15	565.55	565.55
14073-1	ALLRED & ASSOCIATES 785	ADA RESTROOM DESIGN	06/17/15	07/17/15	5,376.04	
	786	ADA RESTROOM DESIGN RSC	06/17/15	07/17/15	6,548.97	11,925.01
9891-1	AMBIANCE 10171	JUL 15 PLANT MAINT	07/10/15	08/09/15	195.00	195.00
13479-1	AMERICAN MECHANICAL SERVICES OF DENVER LLC S732055	REPLACE HVAC UNITS CCGC	07/17/15	08/16/15	1,124.00	1,124.00
10493-1	ARROW OFFICE EQUIPMENT LLC 470801-0	OFFICE SUPPLIES PD	06/11/15	07/11/15	237.09	
	471059-0	RECORDS TFI STAND	06/18/15	07/18/15	98.01	335.10
480-1	AV-TECH ELECTRONICS INC 61357-IN	EQUIPMENT UNIT 3409	06/25/15	07/25/15	1,392.47	1,392.47
13514-1	BESTWAY CONCRETE COMPANY 258636	BULK SCREENED CLAY	06/16/15	07/16/15	350.00	350.00
7739-1	BOULDER COUNTY 11141	JUL DRUG TASK FORCE FEES	06/18/15	07/18/15	257.00	257.00
8371-1	BOULDER VALLEY SCHOOL DISTRICT 2015-7226	JULY 4TH SHUTTLE SERVICE	07/06/15	08/05/15	2,710.17	2,710.17
7706-1	BRANNAN SAND & GRAVEL CO LLC 143285	ASPHALT	07/01/15	07/31/15	621.75	
	143439	ASPHALT	07/02/15	08/01/15	185.93	
	143565	ASPHALT	07/07/15	08/06/15	249.43	
	143700	ASPHALT	07/08/15	08/07/15	112.92	
	143808	ASPHALT	07/09/15	08/08/15	185.93	
	144069	ASPHALT	07/13/15	08/12/15	346.93	

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Vendor/ Remit#	Invoice Number	Description	Invoice Date	Due Date	Invoice Amount	Check Amount
	144219	ASPHALT	07/14/15	08/13/15	280.71	1,983.60
13344-1	BROWN HILL ENGINEERING & CONTROLS LLC					
	9935	LIFT STATION ALARM TESTS	07/02/15	08/01/15	545.50	545.50
14120-1	CATHERINE S FLETCHER					
	070615	613 GRANT STRUCTURE ASSESSMENT	07/06/15	08/05/15	900.00	900.00
248-1	CDW GOVERNMENT					
	WK12460	MS SURFACE EXTENDED WARRANTIES	06/26/15	07/26/15	710.16	710.16
935-1	CENTENNIAL PRINTING CO					
	57312	55 SETS CAFR TABS	06/30/15	07/30/15	350.18	
	57610	PROPERTY REPORTS PD	06/11/15	07/11/15	48.75	
	57663	PROPERTY REPORTS PD	06/22/15	07/22/15	48.75	447.68
670-1	CENTER FOR RESOURCE CONSERVATION					
	3741	SLOW THE FLOW AUDIT PROGRAM	06/30/15	07/30/15	5,178.00	5,178.00
980-1	CENTURY CHEVROLET INC					
	45014380	FILTER KIT UNIT 5349	07/14/15	08/13/15	32.37	32.37
13964-1	CHANDLER ASSET MANAGEMENT					
	17840	JUN 15 INVESTMENT FEES	07/02/15	08/01/15	255.78	
	17840	JUN 15 INVESTMENT FEES	07/02/15	08/01/15	22.92	
	17840	JUN 15 INVESTMENT FEES	07/02/15	08/01/15	2.47	
	17840	JUN 15 INVESTMENT FEES	07/02/15	08/01/15	0.31	
	17840	JUN 15 INVESTMENT FEES	07/02/15	08/01/15	216.33	
	17840	JUN 15 INVESTMENT FEES	07/02/15	08/01/15	36.10	
	17840	JUN 15 INVESTMENT FEES	07/02/15	08/01/15	24.10	
	17840	JUN 15 INVESTMENT FEES	07/02/15	08/01/15	6.68	
	17840	JUN 15 INVESTMENT FEES	07/02/15	08/01/15	51.17	
	17840	JUN 15 INVESTMENT FEES	07/02/15	08/01/15	392.65	
	17840	JUN 15 INVESTMENT FEES	07/02/15	08/01/15	25.95	
	17840	JUN 15 INVESTMENT FEES	07/02/15	08/01/15	464.42	
	17840	JUN 15 INVESTMENT FEES	07/02/15	08/01/15	397.58	
	17840	JUN 15 INVESTMENT FEES	07/02/15	08/01/15	97.66	
	17840	JUN 15 INVESTMENT FEES	07/02/15	08/01/15	5.01	
	17840	JUN 15 INVESTMENT FEES	07/02/15	08/01/15	4.40	
	17840	JUN 15 INVESTMENT FEES	07/02/15	08/01/15	9.13	
	17840	JUN 15 INVESTMENT FEES	07/02/15	08/01/15	42.93	
	17840	JUN 15 INVESTMENT FEES	07/02/15	08/01/15	56.41	2,112.00
1005-1	CHEMATOX LABORATORY INC					
	17353	DUI BLOOD TEST	07/04/15	08/03/15	20.00	20.00
13260-1	CLIFTON LARSON ALLEN LLP					
	1083878	UTILITY BILLING SERVICES	07/13/15	08/12/15	4,053.72	
	1083878	UTILITY BILLING SERVICES	07/13/15	08/12/15	2,598.71	

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Vendor/ Remit#	Invoice Number	Description	Invoice Date	Due Date	Invoice Amount	Check Amount
	1083878	UTILITY BILLING SERVICES	07/13/15	08/12/15	582.00	
	1083878	UTILITY BILLING SERVICES	07/13/15	08/12/15	873.00	8,107.43
14118-1	CLUB PROPHET SYSTEMS					
	351506110014	VENDOR TRAINING EXPENSES	06/11/15	07/11/15	1,684.42	
	351507010001	JUL 15 SOFTWARE SERVICE	07/01/15	07/31/15	510.00	2,194.42
10382-1	COBITCO INC					
	43095	TACK OIL	07/06/15	08/05/15	199.80	199.80
13296-1	COLOGRAPHIC					
	31462	VEHICLE DECALS UNIT 2172	06/09/15	07/09/15	25.00	
	31652	VEHICLE DECALS UNIT 2171	06/25/15	07/25/15	25.00	50.00
13820-1	COLORADO BARRICADE CO					
	65128023-001	STREET SIGNS	07/08/15	08/07/15	387.00	387.00
13315-1	COLORADO BUREAU OF INVESTIGATION					
	A161200436	BACKGROUND CHECKS SUMMER CAMP	07/06/15	08/05/15	197.50	197.50
10916-1	COLORADO CODE CONSULTING LLC					
	6151	2014 ELEVATOR INSPECTIONS	09/24/14	10/24/14	9,090.00	
	6727	2015 ELEVATOR INSPECTIONS	05/14/15	06/13/15	9,180.00	18,270.00
11264-1	COLORADO DEPT OF PUBLIC HEALTH & ENVIRONMENT					
	WM161012157	MS4 PERMIT COR090017	07/07/15	08/06/15	810.00	810.00
1245-1	COLORADO MOSQUITO CONTROL INC					
	15-4339	JUL 15 MOSQUITO CONTROL SERV	07/16/15	08/15/15	1,280.56	
	15-4339	JUL 15 MOSQUITO CONTROL SERV	07/16/15	08/15/15	236.69	1,517.25
13745-1	COLORADO PRECAST CONCRETE INC					
	962502	METER PIT	07/02/15	08/01/15	744.05	744.05
310-1	COLORADO WASH SYSTEMS LLC					
	061715	CAR WASH CODES PD	06/17/15	07/17/15	150.00	150.00
14009-1	COMPLETE MAILING SOLUTIONS					
	83165	FOLDER/INSERTER MACHINE MAINT	07/01/15	07/31/15	1,000.00	
	83165	FOLDER/INSERTER MACHINE MAINT	07/01/15	07/31/15	1,000.00	2,000.00
11446-1	COMPUTER EXPLORERS INC					
	1118	CONTRACTOR FEES COMPUTERS	07/16/15	08/15/15	637.00	637.00
13578-1	COMPUTER HOUSE CALLS					
	715000	CONTRACTOR FEES COMPUTERS	07/07/15	08/06/15	147.00	147.00
5367-1	DENVER ZOOLOGICAL FOUNDATION					
	070815	CHARACTERISTICS OF SURVIVAL	07/08/15	08/07/15	225.00	225.00
13685-1	DEWBERRY ENGINEERS INC					
	1203767	WWTP CONSTRUCTION MANAGEMENT	06/30/15	07/30/15	26,815.00	
	1203768	WWTP CONSTRUCTION MANAGEMENT	06/30/15	07/30/15	9,512.35	36,327.35
12392-1	DOOR TO DOOR PROMOTIONS					
	1457A	PARKS APPAREL	06/15/15	07/15/15	119.88	119.88

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Vendor/ Remit#	Invoice Number	Description	Invoice Date	Due Date	Invoice Amount	Check Amount
1780-1	EBSCO 8100	PRINT PERIODICALS	06/01/15	07/01/15	7,000.00	7,000.00
11468-1	EMPLOYERS COUNCIL SERVICES INC 127660	INVESTIGATIONS	07/07/15	08/06/15	3,750.00	3,750.00
13963-1	ENSCICON CORPORATION 88039	ENGINEERING SERV TOWNSEND	06/30/15	07/30/15	113.84	
	88039A	ENGINEERING SERV TOWNSEND	06/30/15	07/30/15	256.14	
	88039B	ENGINEERING SERV TOWNSEND	06/30/15	07/30/15	56.92	
	88039C	ENGINEERING SERV TOWNSEND	06/30/15	07/30/15	569.20	
	88039D	ENGINEERING SERV TOWNSEND	06/30/15	07/30/15	369.98	
	88087	ENGINEERING SERV TOWNSEND	07/07/15	08/06/15	56.92	
	88087A	ENGINEERING SERV TOWNSEND	07/07/15	08/06/15	56.92	
	88087B	ENGINEERING SERV TOWNSEND	07/07/15	08/06/15	398.44	
	88087C	ENGINEERING SERV TOWNSEND	07/07/15	08/06/15	56.92	
	88087D	ENGINEERING SERV TOWNSEND	07/07/15	08/06/15	85.38	
	88087E	ENGINEERING SERV TOWNSEND	07/07/15	08/06/15	256.14	
	88087F	ENGINEERING SERV TOWNSEND	07/07/15	08/06/15	56.92	
	88087G	ENGINEERING SERV TOWNSEND	07/07/15	08/06/15	341.52	
	88087H	ENGINEERING SERV TOWNSEND	07/07/15	08/06/15	113.84	
	88087I	ENGINEERING SERV TOWNSEND	07/07/15	08/06/15	398.44	3,187.52
1915-1	EXQUISITE ENTERPRISES INC 42115	DESK PLATE TREGAY	07/14/15	08/13/15	7.80	7.80
6761-1	FARIS MACHINERY CO PSO028744-1	E STOP CAP	07/06/15	08/05/15	141.06	141.06
1970-1	FEDEX 5-096-73232	PD EMPLOYMENT BOOKLETS	07/16/15	08/15/15	18.25	18.25
1082-1	FLINT TRADING INC 184707	WHITE ROLL	07/07/15	08/06/15	993.60	993.60
13610-1	FOOTHILLS SECURITY SYSTEMS INC 72797	FIRE SYSTEM MONITORING GCC	06/01/15	07/01/15	1,047.00	1,047.00
14070-1	FORENSIC TRUTH GROUP LLC 061715	PRE-EMPLOYMENT POLYGRAPHS	06/17/15	07/17/15	280.00	280.00
13098-1	G4S SECURE SOLUTIONS INC 7428764	BAILIFF SERVICES 7/6/15	07/12/15	08/11/15	110.00	110.00
6847-1	GENERAL AIR SERVICE & SUPPLY 91533732-1	CYLINDER RENTAL SHOPS	06/30/15	07/30/15	71.45	71.45
14123-1	GOLF SCORECARDS INC 40542	GOLF COURSE SCORECARDS	06/29/15	07/29/15	1,215.00	1,215.00
11214-1	GRAYLING P006836	JUL 15 PROFESSIONAL SERVICES	07/15/15	08/14/15	2,500.00	2,500.00

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Vendor/ Remit#	Invoice Number	Description	Invoice Date	Due Date	Invoice Amount	Check Amount
246-1	GREEN MILL SPORTSMAN CLUB 102	RANGE USE 6/29/15	07/06/15	08/05/15	100.00	100.00
2340-1	GREEN SPOT INC 0088465-IN	PLANT TREES CCGC	06/18/15	07/18/15	5,100.00	5,100.00
14125-1	GREEN VALLEY TURF CO 3-3576-01	BENTGRASS SOD GC	07/09/15	08/08/15	1,509.00	1,509.00
11361-1	HARMONY K LARKE 1522194-1	CONTRACTOR FEES PIRATES	06/26/15	07/26/15	952.00	952.00
2475-1	HILL PETROLEUM 0499431-IN	UNLEADED/BIODIESEL FUEL	07/08/15	08/07/15	9,491.45	
	0500989-IN	OIL	07/13/15	08/12/15	1,723.15	
	0500989-IN	OIL	07/13/15	08/12/15	388.43	
	0500989-IN	OIL	07/13/15	08/12/15	350.55	
	0500989-IN	OIL	07/13/15	08/12/15	132.59	
	0503471-IN	UNLEADED FUEL GC	07/16/15	08/15/15	229.38	
	498342R-DM	UNLEADED/DIESEL FUEL GC	07/02/15	08/01/15	1,234.56	
	499625R-DM	UNLEADED/DIESEL FUEL GC	07/09/15	08/08/15	539.87	14,089.98
14016-1	HUG SPORTS LLC 27709	CONTRACTOR FEES MINI HAWK CAMP	06/10/15	07/10/15	781.20	
	27713	CONTRACTOR FEES SPORTS CAMP	07/09/15	08/08/15	1,643.00	2,424.20
2780-1	KAISER LOCK & KEY SERVICE INC 101880	SERVICE EVIDENCE SAFE	05/18/15	06/17/15	50.00	
	102067	GC CLUBHOUSE KEYS	07/04/15	08/03/15	22.50	72.50
2360-1	LIGHT KELLY, PC 070715	LEGAL SERVICES 6/1-6/30/15	07/07/15	08/06/15	22,326.74	
	070715	LEGAL SERVICES 6/1-6/30/15	07/07/15	08/06/15	506.10	
	070715	LEGAL SERVICES 6/1-6/30/15	07/07/15	08/06/15	1,732.25	
	070715	LEGAL SERVICES 6/1-6/30/15	07/07/15	08/06/15	3,180.00	27,745.09
14127-1	LITTLE TIMBER ART CO LLC 10318	PHOTOGRAPH CCGC	07/02/15	08/01/15	550.00	550.00
13382-1	LODESTONE DESIGN GROUP 1627	PRE-BID CONTRACTOR WALK MINERS	07/06/15	08/05/15	250.00	250.00
5432-1	LOUISVILLE FIRE PROTECTION DISTRICT 115537	DUI BLOOD DRAWS 4/14-5/15/15	06/15/15	07/15/15	70.00	70.00
14098-1	LUCITY INC 61912-1	LUCITY SUPPORT	06/30/15	07/30/15	143.75	
	61912-1	LUCITY SUPPORT	06/30/15	07/30/15	143.75	
	61912-1	LUCITY SUPPORT	06/30/15	07/30/15	143.75	
	61912-1	LUCITY SUPPORT	06/30/15	07/30/15	143.75	575.00
14071-1	MARY RITTER					

City of Louisville
 Cash Disbursement Edit List

Batch: 91129 Period: 07/28/15

Vendor/ Remit#	Invoice Number	Description	Invoice Date	Due Date	Invoice Amount	Check Amount
	1520043-2A	CONTRACTOR FEES FLUID RUNNING	07/16/15	08/15/15	16.80	
	1520043-3	CONTRACTOR FEES FLUID RUNNING	07/16/15	08/15/15	229.60	246.40
10	RAY'S FOUR SEASON CONCRETE					
	948	BULK WATER METER REFUND	07/02/15	08/01/15	2,300.00	2,300.00
14067-1	MOLTZ CONSTRUCTION INC					
	PP2062515	SLUDGE DRYING BEDS HBWTP	06/25/15	07/25/15	323,934.36	323,934.36
11061-1	MOUNTAIN PEAK CONTROLS INC					
	7641	TROUBLESHOOT SCADA	07/13/15	08/12/15	517.50	517.50
6593-1	MOUNTAIN SALES & SERVICE INC					
	0945466-IN	ICE MACHINE REPAIR GCC	06/29/15	07/29/15	690.50	690.50
226-1	MOUNTAIN STATES EMPLOYERS COUNCIL					
	306968	CONFLICT STRATEGIES	07/02/15	08/01/15	51.00	51.00
13779-1	NICOLE DUNAS					
	1510012-4	CONTRACTOR FEES WOMENS YOGA	04/29/15	05/29/15	46.20	
	1520012-1	CONTRACTOR FEES WOMENS YOGA	05/27/15	06/26/15	61.60	
	1520012-2	CONTRACTOR FEES WOMENS YOGA	06/24/15	07/24/15	61.60	
	1520012-3	CONTRACTOR FEES WOMENS YOGA	07/15/15	08/14/15	130.20	299.60
13195-1	O'BRIEN, THOMAS & BIBIK LLC					
	070815	COURT APPOINTED ATTORNEY	07/08/15	08/07/15	163.00	163.00
11477-1	P.R.O.S. INC					
	LO1512	ADULT SOFTBALL OFFICIALS	06/27/15	07/27/15	196.00	196.00
13095-1	PSYCHOLOGICAL DIMENSIONS, PC					
	09-2442	PRE/POST OFFER EVALUATIONS	06/30/15	07/30/15	750.00	750.00
13549-1	PUSH PEDAL PULL					
	131654	FITNESS EQUIP SERV AGREEMENT	07/01/15	07/31/15	3,880.00	3,880.00
13464-1	RAINBOW BOOK COMPANY					
	IG0012330	CHILDRENS BOOKS AND MEDIA	06/05/15	07/05/15	221.51	221.51
6500-1	RECORDED BOOKS LLC					
	75163124	ADULT BOOKS AND MEDIA	06/25/15	07/25/15	132.40	
	75171603	MATERIAL PROCESSING CD ALBUMS	07/09/15	08/08/15	202.20	
	75171888	MATERIAL PROCESSING CD ALBUMS	07/10/15	08/09/15	180.00	514.60
14124-1	RICHARD LUCAS					
	063015	SUMMER CAMP CRAFT	06/30/15	07/30/15	45.00	
	071915	SUMMER CAMP CRAFT	07/19/15	08/18/15	45.00	90.00
13695-1	ROCKY MOUNTAIN PUMP & CONTROLS					
	856	IRRIGATION REPAIR LSC	07/09/15	08/08/15	330.00	330.00
11224-1	S CORPORATION INC					
	3209	LASERFICHE USER LICENSES	06/08/15	07/08/15	1,726.64	1,726.64
13644-1	SCHULTZ INDUSTRIES INC					
	81914	JUN 15 LANDSCAPE MAINT SERV	06/30/15	07/30/15	12,468.87	12,468.87

City of Louisville
 Cash Disbursement Edit List

Batch: 91129 Period: 07/28/15

Vendor/ Remit#	Invoice Number	Description	Invoice Date	Due Date	Invoice Amount	Check Amount
13573-1	SPEEDY SIGNWORKS INC 40602	PARKING SIGNS	07/16/15	08/15/15	370.00	370.00
13538-1	SQUARE STATE SKATE 1525200-3	CONTRACTOR FEES BEG SKATEBOARD	07/10/15	08/09/15	453.60	
	1525202-3	CONTRACTOR FEE SKATEBOARD CAMP	06/29/15	07/29/15	196.00	
	1525203-3	CONTRACTOR FEE SKATEBOARD CAMP	06/30/15	07/30/15	147.00	
	1525204-3	CONTRACTOR FEE SKATEBOARD CAMP	07/01/15	07/31/15	98.00	
	1525205-3	CONTRACTOR FEE SKATEBOARD CAMP	07/02/15	08/01/15	98.00	
	1525206-3	CONTRACTOR FEE SKATEBOARD CAMP	07/03/15	08/02/15	98.00	
	1525207-3	CONTRACTOR FEE SKATEBOARD CAMP	07/03/15	08/02/15	672.00	
	1525208-3	CONTRACTOR FEE SKATEBOARD CAMP	07/03/15	08/02/15	140.00	1,902.60
13673-1	STERLING INFOSYSTEMS INC 433034	BACKGROUND CHECKS	06/30/15	07/30/15	1,632.07	1,632.07
1201-1	SUPPLYWORKS 341351997	BREAKROOM SUPPLIES PC	07/07/15	08/06/15	177.74	
	341718781	BREAKROOM SUPPLIES CH	07/10/15	08/09/15	119.51	
	341718799	JANITORIAL SUPPLIES AC	07/10/15	08/09/15	206.45	
	341718807	JANITORIAL SUPPLIES GCC	07/10/15	08/09/15	278.94	
	341718815	JANITORIAL SUPPLIES GCM	07/10/15	08/09/15	40.08	
	341718823	JANITORIAL SUPPLIES CH	07/10/15	08/09/15	649.54	
	341718831	JANITORIAL SUPPLIES CS	07/10/15	08/09/15	267.66	
	341718849	JANITORIAL SUPPLIES LIB	07/10/15	08/09/15	638.93	
	341718856	JANITORIAL SUPPLIES MSP	07/10/15	08/09/15	313.85	
	341718864	JANITORIAL SUPPLIES PC	07/10/15	08/09/15	319.27	
	341718872	JANITORIAL SUPPLIES RSC	07/10/15	08/09/15	2,172.64	
	341718880	JANITORIAL SUPPLIES NWTP	07/10/15	08/09/15	250.05	
	341948891	JANITORIAL SUPPLIES WWTP	07/14/15	08/13/15	205.30	5,639.96
14117-1	THE MINE LLC 1500	FOOD & BEVERAGE GRAND OPENING	06/27/15	07/27/15	6,460.80	6,460.80
6609-1	TRAVELERS 485369	INSURANCE DEDUCTIBLE	06/30/15	07/30/15	2,543.50	2,543.50
14065-1	TYLER TECHNOLOGIES INC 045-138606	TYLER SOFTWARE	06/30/15	07/30/15	3,500.00	
	045-138606	TYLER SOFTWARE	06/30/15	07/30/15	750.00	
	045-138606	TYLER SOFTWARE	06/30/15	07/30/15	750.00	5,000.00
12378-1	ULTRAMAX 152372	AMMUNITION	06/22/15	07/22/15	3,120.00	3,120.00
13426-1	UNIQUE MANAGEMENT SERVICES INC 308892	COLLECTION SERVICES	07/01/15	07/31/15	134.25	134.25
11087-1	UNITED SITE SERVICES					

City of Louisville
 Cash Disbursement Edit List

Batch: 91129 Period: 07/28/15

Vendor/ Remit#	Invoice Number	Description	Invoice Date	Due Date	Invoice Amount	Check Amount
	114-3096961	TOILET RENTAL MINERS FIELD	07/09/15	08/08/15	193.60	
	114-3096962	TOILET RENTAL CENTENNIAL PARK	07/09/15	08/08/15	193.60	
	114-3096963	TOILET RENTAL CLEO MUDROCK	07/09/15	08/08/15	193.60	
	114-3096964	TOILET RENTAL HERITAGE PARK	07/09/15	08/08/15	193.60	
	114-3096965	TOILET RENTAL LES FIELD	07/09/15	08/08/15	166.02	
	114-3096966	TOILET RENTAL COTTONWOOD PARK	07/09/15	08/08/15	166.02	
	114-3096968	TOILET RENTAL ENRIETTO FIELD	07/09/15	08/08/15	166.02	1,272.46
4880-1	VALUE LINE PUBLISHING INC					
	11116289	REFERENCE BOOKS	06/29/15	07/29/15	950.00	950.00
10884-1	WORD OF MOUTH CATERING INC					
	2015-16	SR MEAL PROGRAM 7/6-7/17/15	07/19/15	08/18/15	2,059.75	2,059.75
					-----	-----
	BANK TOTAL PAYMENTS				628,858.07	628,858.07
					-----	-----
	GRAND TOTAL PAYMENTS				628,858.07	628,858.07

CITY OF LOUISVILLE
PURCHASING CARD SUMMARY
STATEMENT PERIOD 05/22/15 - 06/19/15

SUPPLIER	SUPPLIER LOCATION	CARDHOLDER	DEPARTMENT	TRANS DATE	AMOUNT
1000BULBS.COM	800-624-4488	PHIL LIND	FACILITIES	06/05/2015	231.72
4 RIVERS EQUIPMENT LLC	PUEBLO WEST	MASON THOMPSON	OPERATIONS	05/27/2015	38.96
4IMPRINT	877-4467746	LESLIE RINGER	HUMAN RESOURCES	05/27/2015	535.93
4IMPRINT	877-4467746	LESLIE RINGER	HUMAN RESOURCES	05/26/2015	276.46
A - 1 RADIATOR SERVICE	DENVER	MASON THOMPSON	OPERATIONS	06/04/2015	933.00
ADM/SHOP DENVER MUSEUM	DENVER	DIANE M KREAGER	FINANCE	06/04/2015	115.00
ADOBE *EXPORTPDF SUB	800-833-6687	DAVID D HAYES	POLICE	06/14/2015	23.88
AIRGAS CENTRAL	09185820885	PAUL BORTH	REC CENTER	06/06/2015	9.69
AIRGAS CENTRAL	09185820885	PAUL BORTH	REC CENTER	06/06/2015	399.87
ALBERTSONS #00812	LOUISVILLE	DIANE EVANS	REC CENTER	06/17/2015	10.77
ALBERTSONS #00812	LOUISVILLE	CHRISTI GORDANIER	POLICE	06/14/2015	5.00
ALBERTSONS #00812	LOUISVILLE	KATHY MARTIN	REC CENTER	06/12/2015	-16.07
ALBERTSONS #00812	LOUISVILLE	KATHY MARTIN	REC CENTER	06/12/2015	236.79
ALBERTSONS #00812	LOUISVILLE	JESSE DEGRAW	REC CENTER	06/11/2015	35.31
ALBERTSONS #00812	LOUISVILLE	JESSE DEGRAW	REC CENTER	06/04/2015	35.31
ALBERTSONS #00812	LOUISVILLE	KATIE BEASLEY	REC CENTER	06/04/2015	53.08
ALBERTSONS #00812	LOUISVILLE	JESSE DEGRAW	REC CENTER	05/29/2015	60.20
AMAZON MKTPLACE PMTS	AMZN.COM/BILL	KATIE BEASLEY	REC CENTER	06/18/2015	38.67
AMAZON MKTPLACE PMTS	AMZN.COM/BILL	KATIE BEASLEY	REC CENTER	06/17/2015	27.85
AMAZON MKTPLACE PMTS	AMZN.COM/BILL	JILL SIEWERT	LIBRARY	06/16/2015	125.75
AMAZON MKTPLACE PMTS	AMZN.COM/BILL	JILL SIEWERT	LIBRARY	06/14/2015	90.62
AMAZON MKTPLACE PMTS	AMZN.COM/BILL	KAREN FREITER	LIBRARY	06/13/2015	92.91
AMAZON MKTPLACE PMTS	AMZN.COM/BILL	KATIE BEASLEY	REC CENTER	06/12/2015	123.94
AMAZON MKTPLACE PMTS	AMZN.COM/BILL	KATIE BEASLEY	REC CENTER	06/10/2015	17.34
AMAZON MKTPLACE PMTS	AMZN.COM/BILL	KATIE BEASLEY	REC CENTER	06/09/2015	288.05
AMAZON MKTPLACE PMTS	AMZN.COM/BILL	AMANDA PERERA	REC CENTER	05/29/2015	47.17
AMAZON MKTPLACE PMTS	AMZN.COM/BILL	AMANDA PERERA	REC CENTER	05/29/2015	73.74
AMAZON MKTPLACE PMTS	AMZN.COM/BILL	DAVID SZABADOS	FACILITIES	05/28/2015	244.58
AMAZON MKTPLACE PMTS	AMZN.COM/BILL	PATRICIA MORGAN	REC CENTER	05/27/2015	-31.10
AMAZON MKTPLACE PMTS	AMZN.COM/BILL	PATRICIA MORGAN	REC CENTER	05/27/2015	-2.94
AMAZON MKTPLACE PMTS	AMZN.COM/BILL	PATRICIA MORGAN	REC CENTER	05/27/2015	-5.65
AMAZON MKTPLACE PMTS	AMZN.COM/BILL	PATRICIA MORGAN	REC CENTER	05/26/2015	-20.99
AMAZON MKTPLACE PMTS	AMZN.COM/BILL	PATRICIA MORGAN	REC CENTER	05/21/2015	71.21
AMAZON MKTPLACE PMTS	AMZN.COM/BILL	PATRICIA MORGAN	REC CENTER	05/21/2015	79.56
AMAZON.COM	AMZN.COM/BILL	SUZANNE JANSSEN	CITY MANAGER	06/09/2015	55.54
AMERICAN BACKFLOW PREV	09798467606	VICKIE ILKO	OPERATIONS	06/09/2015	75.00
AMERICAN LOCKER SECURI	08008289118	DAVE HINZ	POLICE	05/21/2015	59.00
AMERICAN MUSEUM WESTER	DENVER	KATIE BEASLEY	REC CENTER	06/08/2015	200.00

SUPPLIER	SUPPLIER LOCATION	CARDHOLDER	DEPARTMENT	TRANS DATE	AMOUNT
AMERICAN TRAINCO	877-9787246	DAVID SZABADOS	FACILITIES	05/22/2015	990.00
AMERLIBASSOC-BRIGHTKEY	312-280-4237	BETH BARRETT	LIBRARY	06/11/2015	58.50
ARAMARK UNIFORM	800-504-0328	JULIE SEYDEL	REC CENTER	06/12/2015	116.16
ARC*SERVICES/TRAINING	800-733-2767	AMANDA PERERA	REC CENTER	06/19/2015	110.00
ARC*SERVICES/TRAINING	800-733-2767	KAYLA FEENEY	REC CENTER	06/10/2015	95.00
ARC*SERVICES/TRAINING	800-733-2767	KAYLA FEENEY	REC CENTER	06/09/2015	54.00
ARC*SERVICES/TRAINING	800-733-2767	KAYLA FEENEY	REC CENTER	06/09/2015	95.00
ARC*SERVICES/TRAINING	800-733-2767	KAYLA FEENEY	REC CENTER	06/09/2015	57.00
ARROW OFFICE EQUIPMENT	03034470500	JENNI DUNCAN	POLICE	05/27/2015	689.97
ARROWHEAD AWARDS	BOULDER	SUZANNE JANSSEN	CITY MANAGER	06/18/2015	90.00
ARROWHEAD SCIENTIFIC I	LENEXA	JENNI DUNCAN	POLICE	05/28/2015	104.63
AT&T DATA	08003310500	CRAIG DUFFIN	PUBLIC WORKS	06/08/2015	30.00
AT&T DATA	08003310500	KURT KOWAR	PUBLIC WORKS	05/21/2015	30.00
AT&T*BILL PAYMENT	08003310500	DIANE M KREAGER	FINANCE	06/06/2015	37.70
ATSSA	540-3681701	JEFF LEBECK	OPERATIONS	06/09/2015	525.00
ATSSA	540-3681701	JEFF LEBECK	OPERATIONS	06/08/2015	500.00
AV-TECH ELECTRONICS	GOLDEN	JENNI DUNCAN	POLICE	05/27/2015	140.25
AMAZON.COM	AMZN.COM/BILL	JILL SIEWERT	LIBRARY	06/17/2015	-.03
AMAZON.COM	AMZN.COM/BILL	JILL SIEWERT	LIBRARY	06/16/2015	49.42
AMAZON.COM	AMZN.COM/BILL	JILL SIEWERT	LIBRARY	06/16/2015	-2.48
AMAZON.COM	AMZN.COM/BILL	JILL SIEWERT	LIBRARY	06/16/2015	19.99
AMAZON.COM	AMZN.COM/BILL	JILL SIEWERT	LIBRARY	06/15/2015	31.91
AMAZON.COM	AMZN.COM/BILL	JILL SIEWERT	LIBRARY	06/10/2015	-3.00
AMAZON.COM	AMZN.COM/BILL	JILL SIEWERT	LIBRARY	06/09/2015	12.99
AMAZON.COM	AMZN.COM/BILL	JILL SIEWERT	LIBRARY	06/09/2015	40.94
AMAZON.COM	AMZN.COM/BILL	SUZANNE JANSSEN	CITY MANAGER	06/08/2015	103.96
AMAZON.COM	AMZN.COM/BILL	JILL SIEWERT	LIBRARY	06/02/2015	45.97
AMAZON.COM	AMZN.COM/BILL	JILL SIEWERT	LIBRARY	05/27/2015	44.42
AMAZON.COM	AMZN.COM/BILL	BRIDGET BACON	LIBRARY	05/25/2015	36.49
AMAZON.COM	AMZN.COM/BILL	AMANDA PERERA	REC CENTER	05/22/2015	26.00
B & G EQUIPMENT INC	09703522288	ROBERT ERICHSEN	PARKS	06/12/2015	138.78
BARN LIGHT ELECTRIC	800-4078784	DAVID BARIL	GOLF COURSE	06/14/2015	310.00
BARNES&NOBLE*COM	800-843-2665	RICHARD S LAMBORNE	LIBRARY	05/28/2015	2.99
BARNES&NOBLE*COM	800-843-2665	RICHARD S LAMBORNE	LIBRARY	05/28/2015	2.00
BARNES&NOBLE*COM	800-843-2665	RICHARD S LAMBORNE	LIBRARY	05/28/2015	2.99
BARNES&NOBLE*COM	800-843-2665	RICHARD S LAMBORNE	LIBRARY	05/28/2015	2.00
BCI*BIRCHCOMMUNICATION	888-275-0777	DIANE M KREAGER	FINANCE	06/10/2015	5.96
BEARCOM SALES	02147657166	DAVID BARIL	GOLF COURSE	05/26/2015	283.61
BEST BUY MHT 00001867	BROOMFIELD	CLIFFORD SWETT	IT	05/26/2015	134.98
BEST BUY MHT 00001867	BROOMFIELD	MATTHEW BUSH	IT	05/21/2015	59.99
BIG AIR JUMPERS, I	COLORADO SPRI	PEGGY JONES	REC CENTER	06/03/2015	211.50
BIG TIME - ARVADA	ARVADA	AMANDA PERERA	REC CENTER	06/15/2015	100.00

SUPPLIER	SUPPLIER LOCATION	CARDHOLDER	DEPARTMENT	TRANS DATE	AMOUNT
BLACKJACK PIZZA	LOUISVILLE	AMANDA PERERA	REC CENTER	06/05/2015	62.74
BLACKJACK PIZZA	LOUISVILLE	AMANDA PERERA	REC CENTER	06/03/2015	80.83
BOBCAT COMMERCE CITY	03168588134	DAVE NICHOLS	OPERATIONS	06/17/2015	45.82
BOBCAT COMMERCE CITY	COMMERCE CITY	MICHAEL TOWERS	PARKS	06/12/2015	113.00
BOBCAT COMMERCE CITY	03168588134	MASON THOMPSON	OPERATIONS	05/28/2015	142.86
BOULDER ELECTRIC MOTOR	BOULDER	BRETT TUBBS	FACILITIES	05/29/2015	187.27
BOWMAN CONSTRUCTION SU	DENVER	HARLAN VITOFF	PARKS	06/18/2015	471.42
BROADCAST MUSIC INC	08009258451	PEGGY JONES	REC CENTER	06/11/2015	359.40
BUFFALO LOCK AND KE	BOULDER	JEFFREY FISHER	POLICE	06/11/2015	6.75
BUSINESS 21 PUBLISHING	04844909202	KATHLEEN HIX	HUMAN RESOURCES	06/16/2015	418.09
CALENDAR WIZ LLC	HAMPTON	KAREN FREITER	LIBRARY	06/12/2015	125.00
CANTEEN 74052176	DENVER	POLLY A BOYD	PARKS	06/05/2015	56.88
CAPTAIN RUBBER STAMP	BOULDER	DAVE HINZ	POLICE	05/21/2015	38.95
CARRIER WEST OSAGE	03038254328	BRETT TUBBS	FACILITIES	06/10/2015	991.95
CBI IDENTIFICATION UNI	03032395728	CAROL HANSON	CITY CLERK	06/18/2015	38.50
CBI IDENTIFICATION UNI	03032395728	CAROL HANSON	CITY CLERK	06/02/2015	38.50
CENTENNIAL PRINTING	LOUISVILLE	POLLY A BOYD	PARKS	06/05/2015	143.13
CENTRAL CITY OPERA	03032926700	KATIE BEASLEY	REC CENTER	06/19/2015	20.00
CENTRAL CITY OPERA	03032926700	KATHY MARTIN	REC CENTER	06/19/2015	808.60
CITRON WORKSPACES	303-5312510	PENNEY BOLTE	SALES TAX	05/29/2015	405.00
CO BOULDER CNTY SE	DENVER	SEAN MCCARTNEY	PLANNING	06/11/2015	196.06
CO HISTORICAL SOC BYER	03038663794	KATIE BEASLEY	REC CENTER	05/22/2015	300.00
CO MOTOR PARTS 0026866	FRISCO	DAVID DEAN	GOLF COURSE	05/30/2015	7.75
COAL CREEK GLASS	303-665-2968	KATHY MARTIN	REC CENTER	06/15/2015	700.00
COB PARKING 11 & WALNU	BOULDER	AARON DEJONG	CITY MANAGER	05/27/2015	1.50
COBITCO INC	DENVER	GARY DAMIANA	OPERATIONS	06/15/2015	145.80
COLORADO ANALYTICAL	BRIGHTON	JUSTIN ELKINS	WASTEWATER	06/01/2015	380.00
COLORADO ASSOCIATION O	303-7509764	JEFFREY FISHER	POLICE	06/18/2015	480.00
COLORADO ASSOCIATION O	303-7509764	DAVID D HAYES	POLICE	05/30/2015	357.28
COLORADO AVID GOLFER	720-4931729	POLLY A BOYD	PARKS	06/09/2015	7.95
COLORADO BARRICADE	DENVER	JUSTIN ELKINS	WASTEWATER	06/01/2015	105.00
COLORADO MUNICIPAL LEA	303-8316411	DAWN BURGESS	CITY MANAGER	05/28/2015	360.00
COLORADO MUNICIPAL LEA	303-8316411	DAWN BURGESS	CITY MANAGER	05/22/2015	440.00
COMCAST CABLE COMM	800-COMCAST	POLLY A BOYD	PARKS	05/23/2015	246.62
COMCAST DENVER CS 1X	800-266-2278	DIANE M KREAGER	FINANCE	06/06/2015	5.98
COMCAST DENVER CS 1X	800-266-2278	DIANE M KREAGER	FINANCE	06/06/2015	5.98
COMCAST DENVER CS 1X	800-266-2278	POLLY A BOYD	PARKS	06/06/2015	308.95
COMCAST DENVER CS 1X	800-266-2278	JILL SIEWERT	LIBRARY	05/22/2015	171.15
COMCAST DENVER CS 1X	800-266-2278	JILL SIEWERT	LIBRARY	05/22/2015	110.78
COMCAST DENVER CS 1X	800-266-2278	JILL SIEWERT	LIBRARY	05/22/2015	108.96
COMPLETE MAILING SOLUT	3037610681	DIANE M KREAGER	FINANCE	06/10/2015	194.24
COZY CORNER TOWING	LAFAYETTE	JENNI DUNCAN	POLICE	05/28/2015	110.00

SUPPLIER	SUPPLIER LOCATION	CARDHOLDER	DEPARTMENT	TRANS DATE	AMOUNT
CPC*CAFEPRESS.COM	877-8091659	SEAN MCCARTNEY	PLANNING	06/16/2015	822.98
CPS DISTRIBUTORS INC B	BOULDER	GLEN SIEDENBURG	WATER	06/10/2015	239.69
CPS DISTRIBUTORS INC M	WESTMINSTER	MATT LOOMIS	PARKS	06/03/2015	69.69
CU BLDR PKNG SVCS MTR	BOULDER	DAVID D HAYES	POLICE	06/09/2015	1.50
CU BLDR PKNG SVCS MTR	BOULDER	DAVID D HAYES	POLICE	06/08/2015	1.00
CU BOULDER PTS OFFICE	BOULDER	DAVID D HAYES	POLICE	06/08/2015	45.00
CU MUSEUM GIFT SHOP	03037355015	KATIE BEASLEY	REC CENTER	06/08/2015	44.00
CUSTOM FENCE & SUPPLY	LONGMONT	KERRY KRAMER	PARKS	06/10/2015	21.00
DAILY CAMERA	BOULDER	DIANE M KREAGER	FINANCE	06/12/2015	2,125.30
DAILY CAMERA SUBSCRIPT	303-4443444	DAWN BURGESS	CITY MANAGER	06/12/2015	11.14
DANA KEPNER COMPANY/HD	08003323079	ANGELA NORENE	OPERATIONS	06/09/2015	241.69
DBC IRRIGATION SUPPLY	BROOMFIELD	DAVID ALDERS	PARKS	06/10/2015	114.38
DBC IRRIGATION SUPPLY	BROOMFIELD	BRADLEY AUSTIN	PARKS	06/03/2015	76.13
DBC IRRIGATION SUPPLY	BROOMFIELD	DAVID ALDERS	PARKS	06/01/2015	231.94
DBC IRRIGATION SUPPLY	BROOMFIELD	MATT LOOMIS	PARKS	05/28/2015	151.53
DBC IRRIGATION SUPPLY	BROOMFIELD	DAVID ALDERS	PARKS	05/26/2015	28.56
DBC IRRIGATION SUPPLY	BROOMFIELD	DAVID ALDERS	PARKS	05/21/2015	307.47
DEMCO INC	800-9624463	JILL SIEWERT	LIBRARY	05/26/2015	643.84
DX SERVICE	281-457-4825	JUSTIN ELKINS	WASTEWATER	06/16/2015	225.00
EARL'S SAW SHOP	BOULDER	MASON THOMPSON	OPERATIONS	06/17/2015	29.96
EARL'S SAW SHOP	BOULDER	RON CHOATE	OPERATIONS	06/04/2015	210.00
EARL'S SAW SHOP	BOULDER	RON CHOATE	OPERATIONS	06/01/2015	103.99
FALCON ROAD MAINTENANC	MIDLAND	MASON THOMPSON	OPERATIONS	06/03/2015	176.46
FASTENAL COMPANY01	LOUISVILLE	KATHLEEN D LORENZO	PARKS	06/15/2015	70.07
FASTENAL COMPANY01	LOUISVILLE	MASON THOMPSON	OPERATIONS	06/10/2015	3.00
FASTENAL COMPANY01	LOUISVILLE	KATHLEEN D LORENZO	PARKS	06/08/2015	12.27
FASTSIGNS 370801	BOULDER	SUZANNE JANSSEN	CITY MANAGER	05/26/2015	609.26
FEDEXOFFICE 00007427	LOUISVILLE	DENISE WHITE	GOLF COURSE	06/10/2015	524.48
FERGUSON ENT #1166	303-245-0456	BRETT TUBBS	FACILITIES	06/08/2015	92.40
FIRST CHOICE-BOYER'S C	303-9649400	DAWN BURGESS	CITY MANAGER	06/12/2015	184.85
FIRST CHOICE-BOYER'S C	303-9649400	DAWN BURGESS	CITY MANAGER	06/02/2015	445.50
FREDPRYOR CAREERTRACK	800-5563012	MONICA GARLAND	BUILDING SAFETY	06/18/2015	740.00
FUN EXPRESS	800-228-0122	MEGAN FRASER	REC CENTER	05/28/2015	200.87
GAYLORD BROS INC	800-7821397	BRIDGET BACON	LIBRARY	06/10/2015	26.64
GAYLORD BROS INC	800-7821397	BRIDGET BACON	LIBRARY	06/05/2015	177.94
GCSAA EIFG 8004727878	08004727878	DAVID DEAN	GOLF COURSE	05/21/2015	190.00
GEORGE T SANDERS 09	LOUISVILLE	BRETT TUBBS	FACILITIES	06/18/2015	54.50
GEORGE T SANDERS 09	LOUISVILLE	BRETT TUBBS	FACILITIES	06/08/2015	115.92
GEORGE T SANDERS 09	LOUISVILLE	BRETT TUBBS	FACILITIES	06/08/2015	151.45
GEORGE T SANDERS 09	LOUISVILLE	PHIL LIND	FACILITIES	06/05/2015	51.10
GEORGE T SANDERS 09	LOUISVILLE	BRETT TUBBS	FACILITIES	05/29/2015	55.11
GEORGE T SANDERS 09	LOUISVILLE	PHIL LIND	FACILITIES	05/21/2015	195.39

SUPPLIER	SUPPLIER LOCATION	CARDHOLDER	DEPARTMENT	TRANS DATE	AMOUNT
GO AIRPORT EXPRESS	CHICAGO	SUZANNE JANSSEN	CITY MANAGER	06/14/2015	23.00
GO AIRPORT EXPRESS MID	CHICAGO	SUZANNE JANSSEN	CITY MANAGER	06/11/2015	27.00
GOLF ENVIRO SYSTEMS IN	719-5908884	DAVID DEAN	GOLF COURSE	06/08/2015	480.03
GOLF ENVIRO SYSTEMS IN	719-5908884	DAVID DEAN	GOLF COURSE	06/05/2015	515.55
GREEN CO2 SYSTEMS	FORT COLLINS	PAUL BORTH	REC CENTER	05/21/2015	762.00
H R MEININGER	BOULDER	SEAN MCCARTNEY	PLANNING	06/11/2015	17.08
HACH COMPANY	LOVELAND	ROBERT CARRA	WATER	05/05/2015	652.79
HACH COMPANY	LOVELAND	TANNER THORSON	WASTEWATER	06/15/2015	203.56
HACH COMPANY	LOVELAND	JUSTIN ELKINS	WASTEWATER	06/08/2015	568.67
HACH COMPANY	LOVELAND	TANNER THORSON	WASTEWATER	06/01/2015	84.85
HACH COMPANY	LOVELAND	TANNER THORSON	WASTEWATER	05/20/2015	83.74
HELENA CHEM CO 3522	AURORA	ERIK SWIATEK	PARKS	05/28/2015	85.63
HILTON	HARTFORD	NANCY VARRA	CITY CLERK	05/22/2015	856.75
HOBART SERVICE-W	09373323000	KATIE BEASLEY	REC CENTER	06/04/2015	600.00
HOBBY LOBBY #21	LOUISVILLE	DAWN BURGESS	CITY MANAGER	06/15/2015	31.98
HOBBY LOBBY #21	LOUISVILLE	KRISTEN BODINE	LIBRARY	06/08/2015	8.97
HOBBY LOBBY #21	LOUISVILLE	KATIE BEASLEY	REC CENTER	06/08/2015	9.95
HOBBY LOBBY #21	LOUISVILLE	LARISSA COX	REC CENTER	06/06/2015	116.51
HOBBY LOBBY #21	LOUISVILLE	JULIE SEYDEL	REC CENTER	06/03/2015	44.13
HOBBY LOBBY #21	LOUISVILLE	KIM CONTINI	REC CENTER	05/30/2015	13.05
HOBBY LOBBY #21	LOUISVILLE	MONICA GARLAND	BUILDING SAFETY	05/28/2015	11.97
HOBBY LOBBY #21	LOUISVILLE	PATRICIA MORGAN	REC CENTER	05/26/2015	-5.99
HOBBY LOBBY #21	LOUISVILLE	PATRICIA MORGAN	REC CENTER	05/20/2015	5.99
HOMEDPOT.COM	800-430-3376	PHIL LIND	FACILITIES	06/10/2015	132.53
ICMA INTERNET	08007458780	MALCOLM H FLEMING	CITY MANAGER	06/16/2015	1,045.00
ID EDGE INC	303-665-0405	KAYLA FEENEY	REC CENTER	06/09/2015	324.00
ID EDGE INC	303-665-0405	KAREN FREITER	LIBRARY	06/03/2015	148.20
IN *ECO GOLF	574-7722120	DAVID BARIL	GOLF COURSE	06/03/2015	193.00
IN *INNOVATIVE OFFICE	303-2378644	KATHY MARTIN	REC CENTER	05/29/2015	350.00
IN *INNOVATIVE OFFICE	303-2378644	KATHY MARTIN	REC CENTER	05/22/2015	385.00
INSTANT IMPRINTS	LOUISVILLE	JESSE DEGRAW	REC CENTER	06/11/2015	371.02
INSTANT IMPRINTS	LOUISVILLE	MICHAEL CLEVELAND	OPERATIONS	06/10/2015	16.00
INSTANT IMPRINTS	LOUISVILLE	DAVE HINZ	POLICE	06/03/2015	186.68
INSTANT IMPRINTS	LOUISVILLE	BRETT TUBBS	FACILITIES	05/26/2015	350.00
INSTANT IMPRINTS	LOUISVILLE	KATHY MARTIN	REC CENTER	05/22/2015	1,112.25
INT'L CODE COUNCIL INC	888-422-7233	MONICA GARLAND	BUILDING SAFETY	06/11/2015	580.32
J & M GOLF INC	2199221787	DAVID BARIL	GOLF COURSE	06/09/2015	404.35
JAX RANCH & HOME	LAFAYETTE	TANNER THORSON	WASTEWATER	06/16/2015	142.97
JAX RANCH & HOME	LAFAYETTE	ERIK SWIATEK	PARKS	06/03/2015	23.96
JAX RANCH & HOME	LAFAYETTE	ERIK SWIATEK	PARKS	05/27/2015	44.93
JAX RANCH & HOME	LAFAYETTE	TANNER THORSON	WASTEWATER	05/26/2015	61.96
JAX RANCH & HOME	LAFAYETTE	MICHAEL TOWERS	PARKS	05/22/2015	63.98

SUPPLIER	SUPPLIER LOCATION	CARDHOLDER	DEPARTMENT	TRANS DATE	AMOUNT
JOHNSTONE SUPPLY OF DE	DENVER	BRETT TUBBS	FACILITIES	05/26/2015	538.49
KAISER LOCK & KEY	LOUISVILLE	DENNIS COYNE	PARKS	06/16/2015	148.80
KAISER LOCK & KEY	LOUISVILLE	PAUL BORTH	REC CENTER	06/10/2015	105.00
KAISER LOCK & KEY	LOUISVILLE	JENNI DUNCAN	POLICE	05/28/2015	105.00
KAISER LOCK & KEY	LOUISVILLE	JENNI DUNCAN	POLICE	05/28/2015	208.00
KING SOOPERS #0013	LOUISVILLE	PEGGY JONES	REC CENTER	06/11/2015	43.92
KING SOOPERS #0013	LOUISVILLE	PATRICIA MORGAN	REC CENTER	06/10/2015	39.92
KING SOOPERS #0013	LOUISVILLE	DAWN BURGESS	CITY MANAGER	06/09/2015	43.24
KING SOOPERS #0013	LOUISVILLE	PATRICIA MORGAN	REC CENTER	06/09/2015	175.17
KING SOOPERS #0013	LOUISVILLE	KRISTEN BODINE	LIBRARY	06/08/2015	3.58
KING SOOPERS #0013	LOUISVILLE	SUZANNE JANSSEN	CITY MANAGER	06/08/2015	13.27
KING SOOPERS #0013	LOUISVILLE	LARISSA COX	REC CENTER	06/06/2015	15.34
KING SOOPERS #0013	LOUISVILLE	KATIE BEASLEY	REC CENTER	06/04/2015	236.49
KING SOOPERS #0013	LOUISVILLE	PATRICIA MORGAN	REC CENTER	06/01/2015	81.74
KING SOOPERS #0013	LOUISVILLE	RUSSELL K BROWN	WATER	05/27/2015	100.18
KING SOOPERS #0013	LOUISVILLE	PATRICIA MORGAN	REC CENTER	05/27/2015	37.97
KING SOOPERS #0013	LOUISVILLE	PATRICIA MORGAN	REC CENTER	05/27/2015	-3.72
KULLY SUPPLY	08005185388	PHIL LIND	FACILITIES	06/05/2015	143.14
L.L. JOHNSON DIST	DENVER	BRIAN SINNER	PARKS	06/11/2015	840.00
L.L. JOHNSON DIST	DENVER	RON CHOATE	OPERATIONS	06/09/2015	31.13
LAFAYETTE LUMBER CO	LAFAYETTE	KERRY KRAMER	PARKS	06/09/2015	10.55
LEWAN & ASSOCIATES INC	303-759-5440	DIANE M KREAGER	FINANCE	06/10/2015	3,165.05
LEXISNEXIS RISK DAT	08883328244	CHRISTI GORDANIER	POLICE	06/02/2015	103.60
LITTLE VALLEY WHOLESAL	BRIGHTON	CHRIS LICHTY	PARKS	06/18/2015	339.10
LONG RANGE SYSTEM	214-553-5308	DAVID BARIL	GOLF COURSE	05/27/2015	1,025.50
LOUISVILLE CAR WASH	LOUISVILLE	LAURA LOBATO	POLICE	06/09/2015	5.00
LOWES #00220*	LOUISVILLE	MIKE THOMPSON	FACILITIES	06/18/2015	6.82
LOWES #00220*	LOUISVILLE	DAVID DEAN	GOLF COURSE	06/18/2015	30.70
LOWES #00220*	LOUISVILLE	GARY DAMIANA	OPERATIONS	06/18/2015	-.49
LOWES #00220*	LOUISVILLE	GARY DAMIANA	OPERATIONS	06/18/2015	6.24
LOWES #00220*	LOUISVILLE	PHIL LIND	FACILITIES	06/18/2015	150.94
LOWES #00220*	LOUISVILLE	PHIL LIND	FACILITIES	06/18/2015	9.85
LOWES #00220*	LOUISVILLE	GARY DAMIANA	OPERATIONS	06/18/2015	5.75
LOWES #00220*	LOUISVILLE	DENNIS COYNE	PARKS	06/17/2015	31.96
LOWES #00220*	LOUISVILLE	PHIL LIND	FACILITIES	06/17/2015	64.13
LOWES #00220*	LOUISVILLE	DAVID BARIL	GOLF COURSE	06/16/2015	451.77
LOWES #00220*	LOUISVILLE	DAVID DEAN	GOLF COURSE	06/16/2015	27.75
LOWES #00220*	LOUISVILLE	KATHLEEN D LORENZO	PARKS	06/16/2015	4.72
LOWES #00220*	LOUISVILLE	CATHERINE JEPSON	PARKS	06/16/2015	6.84
LOWES #00220*	LOUISVILLE	PHIL LIND	FACILITIES	06/15/2015	34.62
LOWES #00220*	LOUISVILLE	DAVID BARIL	GOLF COURSE	06/15/2015	-2.88
LOWES #00220*	LOUISVILLE	DAVID BARIL	GOLF COURSE	06/14/2015	12.45

SUPPLIER	SUPPLIER LOCATION	CARDHOLDER	DEPARTMENT	TRANS DATE	AMOUNT
LOWES #00220*	LOUISVILLE	DAVID DEAN	GOLF COURSE	06/14/2015	49.45
LOWES #00220*	LOUISVILLE	DAVID DEAN	GOLF COURSE	06/13/2015	29.97
LOWES #00220*	LOUISVILLE	CATHERINE JEPSON	PARKS	06/12/2015	14.98
LOWES #00220*	LOUISVILLE	CATHERINE JEPSON	PARKS	06/12/2015	16.44
LOWES #00220*	LOUISVILLE	DAVID DEAN	GOLF COURSE	06/11/2015	118.26
LOWES #00220*	LOUISVILLE	PHIL LIND	FACILITIES	06/11/2015	235.39
LOWES #00220*	LOUISVILLE	TYLER DURLAND	PARKS	06/11/2015	42.98
LOWES #00220*	LOUISVILLE	HUGO ROMERO	OPERATIONS	06/11/2015	11.96
LOWES #00220*	LOUISVILLE	MIKE THOMPSON	FACILITIES	06/10/2015	9.70
LOWES #00220*	LOUISVILLE	DENNIS COYNE	PARKS	06/10/2015	12.97
LOWES #00220*	LOUISVILLE	MIKE THOMPSON	FACILITIES	06/10/2015	139.72
LOWES #00220*	LOUISVILLE	MIKE THOMPSON	FACILITIES	06/09/2015	4.98
LOWES #00220*	LOUISVILLE	JEFF LEBECK	OPERATIONS	06/09/2015	28.97
LOWES #00220*	LOUISVILLE	DAVID DEAN	GOLF COURSE	06/09/2015	75.77
LOWES #00220*	LOUISVILLE	PHIL LIND	FACILITIES	06/08/2015	62.23
LOWES #00220*	LOUISVILLE	PHIL LIND	FACILITIES	06/08/2015	47.52
LOWES #00220*	LOUISVILLE	DAVID DEAN	GOLF COURSE	06/08/2015	58.58
LOWES #00220*	LOUISVILLE	KATHLEEN D LORENZO	PARKS	06/06/2015	8.98
LOWES #00220*	LOUISVILLE	FRANCIS H TRICKEL	WATER	06/06/2015	4.14
LOWES #00220*	LOUISVILLE	KATHLEEN D LORENZO	PARKS	06/06/2015	17.96
LOWES #00220*	LOUISVILLE	ROBERT ERICHSEN	PARKS	06/05/2015	23.48
LOWES #00220*	LOUISVILLE	ROBERT DUPORT	WATER	06/05/2015	12.98
LOWES #00220*	LOUISVILLE	JESSE DEGRAW	REC CENTER	06/05/2015	27.21
LOWES #00220*	LOUISVILLE	DENNIS COYNE	PARKS	06/04/2015	31.29
LOWES #00220*	LOUISVILLE	GLEN SIEDENBURG	WATER	06/04/2015	29.87
LOWES #00220*	LOUISVILLE	DAVID SZABADOS	FACILITIES	06/04/2015	57.18
LOWES #00220*	LOUISVILLE	PHIL LIND	FACILITIES	06/04/2015	12.51
LOWES #00220*	LOUISVILLE	DAVID DEAN	GOLF COURSE	06/04/2015	623.12
LOWES #00220*	LOUISVILLE	HARLAN VITOFF	PARKS	06/04/2015	55.24
LOWES #00220*	LOUISVILLE	DEAN JOHNSON	PARKS	06/04/2015	59.40
LOWES #00220*	LOUISVILLE	DAVID DEAN	GOLF COURSE	06/03/2015	93.91
LOWES #00220*	LOUISVILLE	BOB BERNHARDT	PARKS	06/03/2015	29.94
LOWES #00220*	LOUISVILLE	GLEN SIEDENBURG	WATER	06/03/2015	50.92
LOWES #00220*	LOUISVILLE	MIKE THOMPSON	FACILITIES	06/03/2015	33.95
LOWES #00220*	LOUISVILLE	ROBERT DUPORT	WATER	06/02/2015	14.03
LOWES #00220*	LOUISVILLE	CATHERINE JEPSON	PARKS	06/02/2015	25.23
LOWES #00220*	LOUISVILLE	DAVID DEAN	GOLF COURSE	06/02/2015	243.19
LOWES #00220*	LOUISVILLE	HARLAN VITOFF	PARKS	06/02/2015	40.54
LOWES #00220*	LOUISVILLE	DENNIS COYNE	PARKS	06/01/2015	23.97
LOWES #00220*	LOUISVILLE	JOANN MARQUES	REC CENTER	05/31/2015	3.51
LOWES #00220*	LOUISVILLE	KATHLEEN D LORENZO	PARKS	05/31/2015	7.96
LOWES #00220*	LOUISVILLE	DAVID BARIL	GOLF COURSE	05/30/2015	47.72

SUPPLIER	SUPPLIER LOCATION	CARDHOLDER	DEPARTMENT	TRANS DATE	AMOUNT
LOWES #00220*	LOUISVILLE	MATT LOOMIS	PARKS	05/29/2015	8.70
LOWES #00220*	LOUISVILLE	PHIL LIND	FACILITIES	05/29/2015	96.44
LOWES #00220*	LOUISVILLE	DAVID DEAN	GOLF COURSE	05/29/2015	27.79
LOWES #00220*	LOUISVILLE	DAVID BARIL	GOLF COURSE	05/29/2015	17.01
LOWES #00220*	LOUISVILLE	CATHERINE JEPSON	PARKS	05/29/2015	14.84
LOWES #00220*	LOUISVILLE	DAVID DEAN	GOLF COURSE	05/29/2015	30.20
LOWES #00220*	LOUISVILLE	ERIK SWIATEK	PARKS	05/29/2015	46.42
LOWES #00220*	LOUISVILLE	HARLAN VITOFF	PARKS	05/28/2015	274.55
LOWES #00220*	LOUISVILLE	DAVID ALDERS	PARKS	05/28/2015	58.93
LOWES #00220*	LOUISVILLE	PHIL LIND	FACILITIES	05/28/2015	4.48
LOWES #00220*	LOUISVILLE	JESSE DEGRAW	REC CENTER	05/27/2015	8.98
LOWES #00220*	LOUISVILLE	DAVID DEAN	GOLF COURSE	05/27/2015	63.98
LOWES #00220*	LOUISVILLE	DAVID ALDERS	PARKS	05/27/2015	7.63
LOWES #00220*	LOUISVILLE	DAVID DEAN	GOLF COURSE	05/27/2015	26.48
LOWES #00220*	LOUISVILLE	DAVID BARIL	GOLF COURSE	05/26/2015	52.08
LOWES #00220*	LOUISVILLE	ERIK SWIATEK	PARKS	05/26/2015	4.60
LOWES #00220*	LOUISVILLE	DAVID ALDERS	PARKS	05/26/2015	35.65
LOWES #00220*	LOUISVILLE	DAVID BARIL	GOLF COURSE	05/25/2015	22.82
LOWES #00220*	LOUISVILLE	ROBERT ERICHSEN	PARKS	05/22/2015	39.18
LOWES #00220*	LOUISVILLE	PAUL BORTH	REC CENTER	05/22/2015	21.35
LOWES #00220*	LOUISVILLE	PHIL LIND	FACILITIES	05/22/2015	45.93
LOWES #00220*	LOUISVILLE	PHIL LIND	FACILITIES	05/21/2015	14.57
LULU'S BBQ LLC	LOUISVILLE	KURT KOWAR	PUBLIC WORKS	06/11/2015	78.09
LAMARS DONUTS #45	LOUISVILLE	CHRISTI GORDANIER	POLICE	06/14/2015	32.97
LAMARS DONUTS #45	LOUISVILLE	KATIE BEASLEY	REC CENTER	06/06/2015	54.95
M.A.S.A. / SPORTSADVAN	JASPER	BRIAN SINNER	PARKS	05/20/2015	312.90
MCDONALD'S F14200	LOUISVILLE	MICHAEL CLEVELAND	OPERATIONS	06/15/2015	29.80
MCGUCKIN HARDWARE	BOULDER	DAVID DEAN	GOLF COURSE	06/12/2015	8.98
MCGUCKIN HARDWARE	BOULDER	DAVID DEAN	GOLF COURSE	06/11/2015	42.17
MCGUCKIN HARDWARE	BOULDER	DAVID DEAN	GOLF COURSE	06/11/2015	-29.52
MCM ELECTRONICS INC	09374340031	MEREDYTH MUTH	CITY MANAGER	05/26/2015	17.56
MESSAGE MEDIA	MELBOURNE	MEREDYTH MUTH	CITY MANAGER	06/06/2015	900.00
MICHAELS STORES 2059	SUPERIOR	MICHAEL TOWERS	PARKS	05/27/2015	4.99
MILE HIGH TURFGRASS	EVERGREEN	DAVID DEAN	GOLF COURSE	06/03/2015	147.00
MIRACLE RECREATION	07049491600	KATHLEEN D LORENZO	PARKS	06/17/2015	147.00
MMM SPEC AGG QUARRY	DENVER	HARLAN VITOFF	PARKS	06/09/2015	308.37
MMM SPEC AGG QUARRY	DENVER	HARLAN VITOFF	PARKS	05/27/2015	333.78
MUNICIPAL TREATMENT EQ	03032319175	JUSTIN ELKINS	WASTEWATER	06/03/2015	368.61
MUNICIPAL VALVE LLC	03032319175	JUSTIN ELKINS	WASTEWATER	06/03/2015	355.00
NAPA AUTO PART 0026903	LOUISVILLE	DIANE M KREAGER	FINANCE	06/12/2015	1,200.79
NAPA AUTO PART 0026903	LOUISVILLE	ERIK SWIATEK	PARKS	06/03/2015	36.86
NATIONAL CRIME PREVENT	05188422660	POLLY A BOYD	PARKS	06/02/2015	441.90

SUPPLIER	SUPPLIER LOCATION	CARDHOLDER	DEPARTMENT	TRANS DATE	AMOUNT
NETWORX-BULB DIRECT	5853412000	KATIE BEASLEY	REC CENTER	06/01/2015	59.97
NEWSTRIPE, INC.	3033647786	BRIAN SINNER	PARKS	05/21/2015	388.57
NOODLES & CO 110	LOUISVILLE	DAWN BURGESS	CITY MANAGER	06/09/2015	149.86
NORTHWEST PARKWAY LLC	303-9262500	DIANE M KREAGER	FINANCE	06/10/2015	1.90
NRPA HOUSING	800-906-4213	JULIE SEYDEL	REC CENTER	05/22/2015	155.68
O MEARA FORD	NORTHGLENN	RON CHOATE	OPERATIONS	06/08/2015	54.46
O MEARA FORD	NORTHGLENN	MASON THOMPSON	OPERATIONS	05/29/2015	26.10
O MEARA FORD	NORTHGLENN	MASON THOMPSON	OPERATIONS	05/28/2015	356.73
O.C.P.O. /C.E.C.T.I.	303-3948994	MICHAEL CLEVELAND	OPERATIONS	06/18/2015	60.00
O.C.P.O. /C.E.C.T.I.	303-3948994	ANGELA NORENE	OPERATIONS	06/18/2015	60.00
O.C.P.O. /C.E.C.T.I.	303-3948994	MICHAEL CLEVELAND	OPERATIONS	06/18/2015	60.00
O.C.P.O. /C.E.C.T.I.	303-3948994	MICHAEL CLEVELAND	OPERATIONS	06/18/2015	60.00
O.C.P.O. /C.E.C.T.I.	303-3948994	MICHAEL CLEVELAND	OPERATIONS	06/18/2015	60.00
O.C.P.O. /C.E.C.T.I.	303-3948994	JUSTIN ELKINS	WASTEWATER	06/09/2015	55.00
O.C.P.O. /C.E.C.T.I.	303-3948994	JUSTIN ELKINS	WASTEWATER	06/03/2015	55.00
OFFICE DEPOT #593	NORTHGLEN	ROBERT DUPORT	WATER	05/27/2015	153.54
OFFICEMAX CT*IN#339223	877-969-6629	MONICA GARLAND	BUILDING SAFETY	06/09/2015	9.15
OFFICEMAX CT*IN#650913	877-969-6629	MONICA GARLAND	BUILDING SAFETY	05/29/2015	104.35
OFFICEMAX/OFFICEDEPOT6	SUPERIOR	DENISE WHITE	GOLF COURSE	06/09/2015	50.97
OFFICEMAX/OFFICEDEPOT6	SUPERIOR	JEFFREY FISHER	POLICE	06/02/2015	37.48
OFFICEMAX/OFFICEDEPOT6	SUPERIOR	MICHAEL TOWERS	PARKS	05/27/2015	6.29
ORIENTAL TRADING CO	800-228-0475	JULIE SEYDEL	REC CENTER	05/26/2015	72.89
O`TOOLE`S GARDEN CENTE	WESTMINSTER	DAVID DEAN	GOLF COURSE	06/12/2015	567.41
PARKER STORE LOUISVILL	303-762-6512	DAVE NICHOLS	OPERATIONS	06/16/2015	36.42
PAULINO GARDENS	DENVER	BOB BERNHARDT	PARKS	06/09/2015	83.92
PAULINO GARDENS	DENVER	BOB BERNHARDT	PARKS	06/08/2015	411.21
PAULINO GARDENS	DENVER	BOB BERNHARDT	PARKS	05/27/2015	86.35
PAULINO GARDENS	DENVER	BOB BERNHARDT	PARKS	05/26/2015	995.28
PAYFLOW/PAYPAL	08888839770	DIANE M KREAGER	FINANCE	06/02/2015	19.95
PAYFLOW/PAYPAL	08888839770	DIANE M KREAGER	FINANCE	06/02/2015	132.75
PAYPAL *AMERIMIDCON	4029357733	VICKIE ILKO	OPERATIONS	05/28/2015	500.00
PAYPAL *INDIGOWATER	4029357733	JUSTIN ELKINS	WASTEWATER	06/02/2015	30.00
PAYPAL *INDIGOWATER	4029357733	JUSTIN ELKINS	WASTEWATER	05/31/2015	30.00
PAYPAL *INDIGOWATER	4029357733	JUSTIN ELKINS	WASTEWATER	05/31/2015	30.00
PAYPAL *INDIGOWATER	4029357733	JUSTIN ELKINS	WASTEWATER	05/29/2015	20.00
PAYPAL *INDIGOWATER	4029357733	JUSTIN ELKINS	WASTEWATER	05/29/2015	30.00
PETCO 1419 63514194	BOULDER	RUSSELL ELLIOTT	WATER	06/17/2015	9.99
PETSMART INC 1015	SUPERIOR	RUSSELL ELLIOTT	WATER	06/03/2015	16.98
PGA MEMBER INFO SRVCS	08004742776	DAVID BARIL	GOLF COURSE	06/18/2015	484.00
PIONEER SAND COMPANY	303-4654212	DAVID DEAN	GOLF COURSE	06/11/2015	102.19
PIONEER SAND COMPANY	BROOMFIELD	HARLAN VITOFF	PARKS	06/08/2015	37.10
PIONEER SAND COMPANY	BROOMFIELD	HARLAN VITOFF	PARKS	06/08/2015	39.73

SUPPLIER	SUPPLIER LOCATION	CARDHOLDER	DEPARTMENT	TRANS DATE	AMOUNT
PIONEER SAND COMPANY	BROOMFIELD	HARLAN VITOFF	PARKS	06/08/2015	35.34
PIONEER SAND COMPANY	BROOMFIELD	HARLAN VITOFF	PARKS	06/08/2015	19.32
PIONEER SAND COMPANY	719-5480993	DENNIS COYNE	PARKS	05/28/2015	368.96
PIONEER SAND COMPANY	BROOMFIELD	MICHAEL TOWERS	PARKS	05/27/2015	11.85
PIONEER SAND COMPANY	BROOMFIELD	MICHAEL TOWERS	PARKS	05/21/2015	7.90
PMT*IGLOO-STORE	800-3645566	DAVID BARIL	GOLF COURSE	06/03/2015	51.89
PREMIER CHARTERS	03032892222	KATIE BEASLEY	REC CENTER	06/10/2015	529.00
PREMIER CHARTERS	03032892222	KATIE BEASLEY	REC CENTER	06/05/2015	520.00
PREMIER CHARTERS	03032892222	KATIE BEASLEY	REC CENTER	05/28/2015	451.00
PREMIER CHARTERS	03032892222	KATIE BEASLEY	REC CENTER	05/27/2015	451.00
PREMIER CHARTERS	03032892222	KATIE BEASLEY	REC CENTER	05/22/2015	476.00
PUBLIC AGENCY TRAINING	03178215085	RYAN MORRIS	POLICE	06/11/2015	295.00
PUBLIC WORKS PARKING S	DENVER	AARON DEJONG	CITY MANAGER	06/16/2015	11.00
POWERS PRODUCTS CO	DENVER	KATHY MARTIN	REC CENTER	06/01/2015	1,950.00
R & R INDUSTRIES, INC.	SAN CLEMENTE	CRAIG DUFFIN	PUBLIC WORKS	06/17/2015	66.33
RED CROSS STORE	866-7823347	AMANDA PERERA	REC CENTER	05/29/2015	764.21
REDNECK TRAILER SUP 9	03037021799	MASON THOMPSON	OPERATIONS	06/11/2015	21.10
REDNECK TRAILER SUP 9	FREDERICK	RON CHOATE	OPERATIONS	06/02/2015	38.50
REDNECK TRAILER SUP 9	FREDERICK	RON CHOATE	OPERATIONS	05/26/2015	32.88
REDNECK TRAILER SUP 9	FREDERICK	DAVE NICHOLS	OPERATIONS	05/21/2015	73.23
RESORTQUEST SUMMIT COU	09705476009	DAWN BURGESS	CITY MANAGER	06/02/2015	207.92
RESORTQUEST SUMMIT COU	09705476009	DAWN BURGESS	CITY MANAGER	05/22/2015	207.92
RICCOS BURRITOS	LOUISVILLE	KATIE BEASLEY	REC CENTER	06/06/2015	250.00
ROADSAFE 3101	401-2534600	JEFF LEBECK	OPERATIONS	06/16/2015	405.00
ROBERT BROOKE & ASSOCI	08006422403	BRETT TUBBS	FACILITIES	06/02/2015	96.33
RYAN HERCO - MOTO	BURBANK	GLEN SIEDENBURG	WATER	05/22/2015	864.31
SAFETY AND CONSTRUCTIO	(303) 371-880	KERRY HOLLE	PUBLIC WORKS	06/16/2015	33.41
SAFEWARE, INC.	301-683-1212	JUSTIN ELKINS	WASTEWATER	06/03/2015	275.00
SCHAEFER ATHLETIC	03036645580	AMANDA PERERA	REC CENTER	06/09/2015	350.00
SCHAEFER ATHLETIC	03036645580	AMANDA PERERA	REC CENTER	06/03/2015	72.00
SHERATON	CHICAGO	SUZANNE JANSSEN	CITY MANAGER	06/14/2015	785.98
SHRED-IT DENVER	03032939170	DIANE M KREAGER	FINANCE	06/12/2015	30.00
SHRED-IT DENVER	03032939170	DIANE M KREAGER	FINANCE	06/12/2015	30.00
SHRED-IT DENVER	03032939170	DIANE M KREAGER	FINANCE	06/12/2015	30.00
SHRED-IT DENVER	03032939170	JENNI DUNCAN	POLICE	05/28/2015	30.00
SHRED-IT DENVER	03032939170	JENNI DUNCAN	POLICE	05/28/2015	30.00
SIGNS NOW BOULDER INC	BOULDER	SEAN MCCARTNEY	PLANNING	06/18/2015	493.00
SIGNS NOW BOULDER INC	BOULDER	SEAN MCCARTNEY	PLANNING	06/11/2015	445.00
SKATE CITY WESTMINSTER	WESTMINSTER	AMANDA PERERA	REC CENTER	06/10/2015	464.00
SOS REGISTRATION FEE	03038942200	SUZANNE JANSSEN	CITY MANAGER	05/27/2015	10.00
SOURCE OFFICE AND TECH	303-9648100	DIANE M KREAGER	FINANCE	05/28/2015	484.03
SOURCE OFFICE PRODUCTS	303-9648100	KERRY HOLLE	PUBLIC WORKS	06/18/2015	11.59

SUPPLIER	SUPPLIER LOCATION	CARDHOLDER	DEPARTMENT	TRANS DATE	AMOUNT
SOURCE OFFICE PRODUCTS	303-9648100	POLLY A BOYD	PARKS	06/11/2015	102.78
SOURCE OFFICE PRODUCTS	303-9648100	POLLY A BOYD	PARKS	05/27/2015	358.45
SOURCE OFFICE PRODUCTS	303-9648100	POLLY A BOYD	PARKS	05/27/2015	170.20
SOURCE OFFICE PRODUCTS	303-9648100	POLLY A BOYD	PARKS	05/22/2015	199.32
SOURCE OFFICE PRODUCTS	303-9648100	POLLY A BOYD	PARKS	05/21/2015	82.08
SOUTHWEST AIRLINES	800-435-9792	AMANDA PERERA	REC CENTER	05/22/2015	158.00
SOUTHWEST AIRLINES	800-435-9792	JULIE SEYDEL	REC CENTER	05/21/2015	316.00
SPEEDY Q MARKE06010052	LAPEER	KRISTEN BODINE	LIBRARY	06/03/2015	69.09
SPEEDY SIGN WORKS INC	LAFAYETTE	DAVE HINZ	POLICE	06/18/2015	32.00
SPEEDY SIGN WORKS INC	LAFAYETTE	DAVE HINZ	POLICE	06/12/2015	10.00
SPEEDY SIGN WORKS INC	303-5302595	DENISE WHITE	GOLF COURSE	06/11/2015	914.00
SQ *AQUATIC CHEMICA	DENVER	PAUL BORTH	REC CENTER	06/08/2015	739.58
SQ *B.O.B.S. DINER	LOUISVILLE	AARON DEJONG	CITY MANAGER	05/27/2015	22.29
SQ *HARLEQUIN'S GARDEN	BOULDER	CATHERINE JEPSON	PARKS	06/17/2015	248.85
STAPLES DIRECT	800-3333330	SUZANNE JANSSEN	CITY MANAGER	06/03/2015	243.21
STAPLS7136915996000002	877-8267755	TANNER THORSON	WASTEWATER	05/29/2015	21.78
STAPLS7137636898000001	877-8267755	POLLY A BOYD	PARKS	06/04/2015	77.18
STAPLS7137768265000001	877-8267755	DIANE M KREAGER	FINANCE	06/06/2015	1,508.52
STAPLS7138077420000001	877-8267755	KAREN FREITER	LIBRARY	06/12/2015	81.96
STERICYCLE	08667837422	POLLY A BOYD	PARKS	06/09/2015	311.65
SUBWAY 00149971	LOUISVILLE	KATHY MARTIN	REC CENTER	06/05/2015	75.00
SUBWAY 00149971	LOUISVILLE	KATHY MARTIN	REC CENTER	06/05/2015	125.00
SUBWAY 00348953	LOUISVILLE	MONICA GARLAND	BUILDING SAFETY	06/09/2015	70.60
SUPPLYHOUSE.COM	08887574774	DAVID SZABADOS	FACILITIES	06/17/2015	285.90
SUPPLYWORKS CORP	08565333261	ROBERT ERICHSEN	PARKS	06/08/2015	529.62
SUPPLYWORKS CORP	08565333261	ROBERT ERICHSEN	PARKS	05/22/2015	382.00
TFS*FISHER SCI CHI	800-766-7000	RUSSELL ELLIOTT	WATER	05/22/2015	208.46
THE HOME DEPOT 1506	LOUISVILLE	BRADLEY AUSTIN	PARKS	06/16/2015	11.79
THE HOME DEPOT 1506	LOUISVILLE	VICKIE ILKO	OPERATIONS	06/16/2015	97.84
THE HOME DEPOT 1506	LOUISVILLE	MICHAEL CLEVELAND	OPERATIONS	06/15/2015	61.74
THE HOME DEPOT 1506	LOUISVILLE	DAVID SZABADOS	FACILITIES	06/15/2015	12.86
THE HOME DEPOT 1506	LOUISVILLE	DAVID SZABADOS	FACILITIES	06/14/2015	36.85
THE HOME DEPOT 1506	LOUISVILLE	MIKE THOMPSON	FACILITIES	06/11/2015	351.50
THE HOME DEPOT 1506	LOUISVILLE	KERRY KRAMER	PARKS	06/10/2015	5.10
THE HOME DEPOT 1506	LOUISVILLE	BRADLEY AUSTIN	PARKS	06/10/2015	2.97
THE HOME DEPOT 1506	LOUISVILLE	TANNER THORSON	WASTEWATER	06/10/2015	185.25
THE HOME DEPOT 1506	LOUISVILLE	BRETT TUBBS	FACILITIES	06/09/2015	65.00
THE HOME DEPOT 1506	LOUISVILLE	BRETT TUBBS	FACILITIES	06/09/2015	325.93
THE HOME DEPOT 1506	LOUISVILLE	DAVID ALDERS	PARKS	06/08/2015	9.88
THE HOME DEPOT 1506	LOUISVILLE	BRETT TUBBS	FACILITIES	06/05/2015	141.44
THE HOME DEPOT 1506	LOUISVILLE	BRETT TUBBS	FACILITIES	06/05/2015	23.72
THE HOME DEPOT 1506	LOUISVILLE	DAVID ALDERS	PARKS	06/04/2015	42.29

SUPPLIER	SUPPLIER LOCATION	CARDHOLDER	DEPARTMENT	TRANS DATE	AMOUNT
THE HOME DEPOT 1506	LOUISVILLE	DAVID SZABADOS	FACILITIES	06/04/2015	101.10
THE HOME DEPOT 1506	LOUISVILLE	MICHAEL TOWERS	PARKS	06/04/2015	11.94
THE HOME DEPOT 1506	LOUISVILLE	BRETT TUBBS	FACILITIES	06/04/2015	30.39
THE HOME DEPOT 1506	LOUISVILLE	DAVID SZABADOS	FACILITIES	06/03/2015	40.47
THE HOME DEPOT 1506	LOUISVILLE	BRADLEY AUSTIN	PARKS	06/03/2015	9.56
THE HOME DEPOT 1506	LOUISVILLE	RUSSELL ELLIOTT	WATER	06/03/2015	35.52
THE HOME DEPOT 1506	LOUISVILLE	BRETT TUBBS	FACILITIES	06/03/2015	75.23
THE HOME DEPOT 1506	LOUISVILLE	KATIE BEASLEY	REC CENTER	06/02/2015	7.77
THE HOME DEPOT 1506	LOUISVILLE	KATHLEEN D LORENZO	PARKS	06/01/2015	8.98
THE HOME DEPOT 1506	LOUISVILLE	MICHAEL CLEVELAND	OPERATIONS	05/29/2015	147.48
THE HOME DEPOT 1506	LOUISVILLE	MICHAEL TOWERS	PARKS	05/29/2015	2.46
THE HOME DEPOT 1506	LOUISVILLE	MICHAEL CLEVELAND	OPERATIONS	05/29/2015	147.48
THE HOME DEPOT 1506	LOUISVILLE	MICHAEL CLEVELAND	OPERATIONS	05/29/2015	110.61
THE HOME DEPOT 1506	LOUISVILLE	MATT LOOMIS	PARKS	05/28/2015	14.22
THE HOME DEPOT 1506	LOUISVILLE	MICHAEL TOWERS	PARKS	05/28/2015	49.03
THE HOME DEPOT 1506	LOUISVILLE	MIKE THOMPSON	FACILITIES	05/27/2015	58.38
THE HOME DEPOT 1506	LOUISVILLE	BOB BERNHARDT	PARKS	05/27/2015	7.85
THE HOME DEPOT 1506	LOUISVILLE	DAVE NICHOLS	OPERATIONS	05/26/2015	17.84
THE HOME DEPOT 1506	LOUISVILLE	MICHAEL TOWERS	PARKS	05/26/2015	3.98
THE HOME DEPOT 1506	LOUISVILLE	DAVID ALDERS	PARKS	05/26/2015	78.37
THE HOME DEPOT 1506	LOUISVILLE	MICHAEL CLEVELAND	OPERATIONS	05/22/2015	73.74
THE HOME DEPOT 1506	LOUISVILLE	PHIL LIND	FACILITIES	05/22/2015	6.94
THE HOME DEPOT 1506	LOUISVILLE	MICHAEL TOWERS	PARKS	05/21/2015	12.87
THE HOME DEPOT 1506	LOUISVILLE	BOB BERNHARDT	PARKS	05/21/2015	22.97
THE HOME DEPOT 1506	LOUISVILLE	TYLER DURLAND	PARKS	05/21/2015	146.94
THE HOME DEPOT 1506	LOUISVILLE	BRADLEY AUSTIN	PARKS	05/21/2015	9.96
THE HOME DEPOT 1506	LOUISVILLE	BRIAN GARDUNO	OPERATIONS	05/21/2015	59.80
THE HOME DEPOT 1506	LOUISVILLE	VICKIE ILKO	OPERATIONS	05/20/2015	17.96
THE WEBSTAIRANT STORE	717-392-7472	DAVID SZABADOS	FACILITIES	05/21/2015	266.76
THE ZUMBA SHOP	TYNGSBORO	PEGGY JONES	REC CENTER	06/04/2015	81.59
TIFCO INDUSTRIES INC	281-5716000	BRETT TUBBS	FACILITIES	05/26/2015	275.42
TINGS PLACE	LAFAYETTE	DIANE EVANS	REC CENTER	05/21/2015	10.20
TOSHIBA BUSINESS SOLUT	CHANDLER	AMANDA PERERA	REC CENTER	05/29/2015	242.50
TRAVELOCITY.COM	WWW.TVLY.COM	KENNETH SWANSON	BUILDING SAFETY	06/11/2015	123.34
TURFNET	ORLANDO	DAVID BARIL	GOLF COURSE	06/02/2015	50.00
THE HUCKLEBERRY	LOUISVILLE	HEATHER BALSER	CITY MANAGER	06/09/2015	38.95
THE HUCKLEBERRY	LOUISVILLE	MONICA GARLAND	BUILDING SAFETY	05/22/2015	194.00
ULINE *SHIP SUPPLIES	800-295-5510	JENNI DUNCAN	POLICE	05/29/2015	109.98
ULINE *SHIP SUPPLIES	800-295-5510	DAVID BARIL	GOLF COURSE	05/27/2015	488.49
UNITED STATES WELDING	303-7776671	AMANDA PERERA	REC CENTER	06/02/2015	309.88
USA BLUE BOOK	08004939876	ROBERT CARRA	WATER	06/16/2015	44.02
USA BLUE BOOK	08004939876	ROBERT CARRA	WATER	06/08/2015	686.65

SUPPLIER	SUPPLIER LOCATION	CARDHOLDER	DEPARTMENT	TRANS DATE	AMOUNT
USPS 07567002330362917	LOUISVILLE	JENNI DUNCAN	POLICE	05/28/2015	29.40
VANCE BROTHERS COLORAD	DENVER	VICKIE ILKO	OPERATIONS	06/17/2015	226.00
VWR INTERNATIONAL INC	08009325000	TANNER THORSON	WASTEWATER	06/19/2015	303.50
VWR INTERNATIONAL INC	08009325000	TANNER THORSON	WASTEWATER	06/18/2015	403.39
VWR INTERNATIONAL INC	08009325000	TANNER THORSON	WASTEWATER	06/18/2015	118.41
VWR INTERNATIONAL INC	08009325000	TANNER THORSON	WASTEWATER	05/22/2015	146.18
VZWRLLS*MY VZ VB P	800-922-0204	DIANE M KREAGER	FINANCE	06/13/2015	1,152.18
VZWRLLS*MY VZ VB P	ALPHARETTA	DIANE M KREAGER	FINANCE	06/03/2015	1,253.57
VZWRLLS*PRPAY AUTOPAY	888-294-6804	CRAIG DUFFIN	PUBLIC WORKS	06/05/2015	20.00
WALGREENS #1286	LOUISVILLE	VICKIE ILKO	OPERATIONS	06/01/2015	32.53
WALGREENS #1286	LOUISVILLE	VICKIE ILKO	OPERATIONS	06/01/2015	29.99
WALGREENS #1286	LOUISVILLE	VICKIE ILKO	OPERATIONS	06/01/2015	-32.53
WALGREENS #7006	LOUISVILLE	MATT LOOMIS	PARKS	06/04/2015	6.79
WATERLOO ICEHOUSE	LOUISVILLE	KURT KOWAR	PUBLIC WORKS	06/12/2015	28.83
WAYFAIR*WAYFAIR	WAYFAIR.COM	DAVID BARIL	GOLF COURSE	06/05/2015	71.98
WAYFAIR*WAYFAIR SUPPLY	WAYFAIR.COM	PHIL LIND	FACILITIES	06/02/2015	413.92
WELBY GARDENS WHOL	DENVER	BOB BERNHARDT	PARKS	06/08/2015	478.40
WELBY GARDENS WHOL	DENVER	BOB BERNHARDT	PARKS	06/04/2015	154.80
WELBY GARDENS WHOL	DENVER	BOB BERNHARDT	PARKS	06/02/2015	738.25
WELBY GARDENS WHOL	DENVER	BOB BERNHARDT	PARKS	06/01/2015	709.44
WELBY GARDENS WHOL	DENVER	BOB BERNHARDT	PARKS	05/28/2015	165.00
WELBY GARDENS WHOL	DENVER	BOB BERNHARDT	PARKS	05/27/2015	433.20
WELBY GARDENS WHOL	DENVER	BOB BERNHARDT	PARKS	05/26/2015	561.90
WM SUPERCENTER #5341	BROOMFIELD	MEGAN FRASER	REC CENTER	05/27/2015	172.87
WW GRAINGER	PITTSBURGH	BRETT TUBBS	FACILITIES	06/10/2015	-299.04
WW GRAINGER	PITTSBURGH	PHIL LIND	FACILITIES	06/10/2015	-34.06
WW GRAINGER	PITTSBURGH	PHIL LIND	FACILITIES	06/10/2015	-68.12
WW GRAINGER	877-2022594	DAVID DEAN	GOLF COURSE	06/09/2015	35.66
WW GRAINGER	877-2022594	PHIL LIND	FACILITIES	06/09/2015	68.12
WW GRAINGER	877-2022594	PHIL LIND	FACILITIES	06/09/2015	34.06
WW GRAINGER	877-2022594	PHIL LIND	FACILITIES	06/09/2015	71.08
WW GRAINGER	877-2022594	BRETT TUBBS	FACILITIES	06/09/2015	9.02
WW GRAINGER	877-2022594	DAVID DEAN	GOLF COURSE	06/09/2015	111.69
WW GRAINGER	877-2022594	BRETT TUBBS	FACILITIES	06/09/2015	299.04
WW GRAINGER	877-2022594	PHIL LIND	FACILITIES	06/04/2015	34.06
WW GRAINGER	877-2022594	BRETT TUBBS	FACILITIES	05/29/2015	7.41
WW GRAINGER	877-2022594	DAVID DEAN	GOLF COURSE	05/27/2015	32.11
WW GRAINGER	877-2022594	DAVID DEAN	GOLF COURSE	05/22/2015	58.66
X-ARENA	THORNTON	MEGAN FRASER	REC CENTER	06/05/2015	120.00
ZUCCA RISTORANTE	LOUISVILLE	HEATHER BALSER	CITY MANAGER	05/28/2015	103.75
ZUCCA RISTORANTE	LOUISVILLE	MALCOLM H FLEMING	CITY MANAGER	05/22/2015	34.01
CREDIT BALANCE APPLIED		DIANE EVANS	REC CENTER	05/21/2015	-10.20

SUPPLIER	SUPPLIER LOCATION	CARDHOLDER	DEPARTMENT	TRANS DATE	AMOUNT
TOTAL					\$ 95,580.10

City Council Meeting Minutes

**July 14, 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
Council members: Susan Loo, Jay Keany, Chris Leh,
Jeff Lipton and Ashley Stolzmann*

Staff Present: *Malcolm Fleming, City Manager
Heather Balser Deputy City Manager
Kevin Watson, Finance Director
Kurt Kowar, Public Works Director
Troy Russ, Planning and Building Safety Director
Aaron DeJong, Economic Development Director
Meredyth Muth, Public Relations Manager
Nancy Varra, 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 Mayor Pro Tem Dalton. All were in favor.

PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

Eddie Ortega, Chairperson, for the Foothills United Way Board of Directors, presented a plaque to City Manager Fleming for his service on the Board. City Manager Fleming thanked Ms. Ortega and the Board of Directors. He stated the organization does very good work and it was his pleasure to serve on the Foothills United Way Board.

APPROVAL OF THE CONSENT AGENDA

- A. Approval of the 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 a Permanent and Temporary Construction Easement Between the City of Louisville and Robert Mayhoffer and Leannah Mayhoffer Baron for the City-Wide Storm Sewer Outfall Improvements Project (Lafayette-Louisville Boundary Area Drainage Improvements Project)**
- E. Approve Resolution No. 41, Series 2015 – A Resolution Approving a Permanent and Temporary Construction Easement 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 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**

MOTION: Mayor Muckle moved to approve the Consent Agenda, seconded by Mayor Pro Tem Dalton. All were in favor.

COUNCIL INFORMATIONAL COMMENTS ON PERTINENT ITEMS NOT ON THE AGENDA

No items to report.

CITY MANAGER'S REPORT

City Manager Fleming updated Council on the shuttle service for the Street Faire. It has worked very effectively and 969 people used the shuttle at the last Street Faire. The City is working with the DBA and the Police Department to ensure the Street Faire activities generate as little negative impact on the surrounding neighborhoods as possible. He voiced his appreciation to the DBA for volunteering for Street Faire activities. He also reported on the following capital improvement projects:

- Enterprise Resource Planning (ERP) Software Project: The financial module will go live in early 2016. The payroll module will begin on July 20th and the Community Development module on July 27th. The City will hire new staff in HR, Planning, IT and Finance to assist in the conversion process.
- Completion of the City Services Facility: The equipment and staff will begin to move into the new facility in late August. The move will be complete in September. The old City Shops building will be decommissioned and prepared for leasing. Phase 1 is an environmental assessment and removing the old fueling station. The target date for leasing is December 1st.
- County Road Bridge: Staff is coordinating the review of the final construction and environmental documents with CDOT and the Federal Highway Authority. The project is expected to bid in late fall; construction to begin in late 2015 and be completed in the spring of 2016.
- Via Appia Paving Project: The concrete project is expected to start later this month. The milling and resurfacing work will begin in late August and completed in early September.
- South Street Underpass: Staff attended a meeting sponsored by the Colorado Municipal League. Representatives from the Union Pacific and Burlington Northern Santa Fe Railroads were present. Louisville and other municipalities voiced their frustrations on how slowly the railroad responds to various construction projects. The City's representative believes the South Street Underpass could begin in 2016 and completed in 2017.
- Waste Water Treatment Plant: Earthwork is currently underway for the new basins. The work will take 18 months.
- Dillon Road Project: Staff is finalizing construction plans to repair the bridge over Coal Creek on Dillon Road.

REGULAR BUSINESS

RELAY FOR LIFE PROCLAMATION

Mayor Muckle read the proclamation for the annual Relay for Life of East Boulder County. This years' event will be held on August 1st at Waneka Lake in Lafayette. The American Cancer Society will also sponsor a "Paint the Town Purple" event to raise cancer awareness in conjunction with the July 25th Street Faire. He presented the proclamation to Lynn Wooton of the American Cancer Society.

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

Mayor Muckle requested a staff presentation.

Planning and Building Safety Director Russ explained Resolution No. 44, Series 2015, approves a Special Review use (SRU) to operate a Preschool/Daycare at 1970 Centennial Drive. The property is zoned Community-Commercial (CC), which requires a SRU. La Petite School operated between 1983 and 2009 with 108 students, ages 2 and up. The facility includes parking for 12 vehicles and contains a playground area.

This facility owner has another daycare in Boulder, which has between 75 and 90 children from the age of 2.5 to 8. They have 10 to 14 full time staff members and operate Monday through Friday from 7:30 a.m. to 5:30 p.m. The majority of drop offs are after 8:30 a.m. There are no proposed changes to the site plan.

Staff reviewed the request and determined the proposal meets the 5 SRU criteria and recommended approval of the Special Review Use (SRU) for the Active Louisville Kids daycare/pre-school located at 1970 Centennial Drive.

COUNCIL COMMENTS

Council member Stolzmann disclosed she read an article in the Boulder Daily Camera on this facility, but did not feel it would impact her ability to judge this application fairly.

APPLICANT PRESENTATION

Kristen Argow Heaton, 820 Sparta Drive, Lafayette, CO agreed with the presentation made by the City staff, but noted the proposed use would change to include infants (6 months) and children up to the age of 6.

Council member Loo asked for clarification on the children's ages. Ms. Heaton clarified the age would be from 6 months to 6 years of age.

Mr. Heaton explained this facility will have licensed programs for residents of Louisville and Superior. She presented a video on the Active Boulder Preschool/Day Care Center, which outlined their programs for children and testimonials from parents. She stressed the Louisville facility will have the same programs as those in the Boulder facility. She noted there are parents present who wish to speak in support of the application.

Mayor Muckle inquired whether there were any comments from surrounding neighbors. It was confirmed there were no comments.

PUBLIC COMMENTS

Carl Wittenbacker, Louisville, Co voiced his support for the Active Louisville facility.

Mary Ann Martin, 1752 W. Barberry Circle, Louisville, CO voiced her support for the Active Louisville facility and the infant care proposal. She supported Kristen's approach and philosophy.

Brendan Line, Louisville, CO also supported the Active Louisville Daycare application.

COUNCIL COMMENTS

Council member Stolzmann commented the application met all the SRU criteria, particularly No. 1 and No. 2 given it was a daycare facility in the previous use.

MOTION: Council member Lipton moved to approve Resolution No. 44, Series 2015, seconded by Council member Keany.

Mayor Pro Tem Dalton asked City Attorney Light if the resolution should be amended given the ages of the children. City Attorney Light asked Planning and Building Safety Director Russ if he had any concern relative the number of infants at the facility. Planning and Building Safety Director Russ explained staff would only be concerned over the number of employees and visitors in terms of the number of parking spaces. The internal operations of the daycare facility would be a state issue.

VOTE: All were in favor.

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

Mayor Muckle requested a City Attorney introduction.

City Attorney Light introduced Ordinance No. 1693, Series 2015 and Resolution No. 36, Series 2015. He noted this is a continuation of a public hearing. The presentation will be on both items and members of the public may comment on either agenda item.

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

Planning and Building Safety Director Russ explained Ordinance No. 1693, Series 2015 approves the rezoning of 3.9-acres 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 approved a Rezoning, Final Plat, Final Planned Unit Development (PUD), and Special Review Use (SRU) for the redevelopment of the 3.9 acres property within the core project area. The redevelopment includes the addition of approximately 19,308- 23,000 SF of commercial space.

Rezoning: The property is currently zoned Industrial. Redevelopment of this parcel requires rezoning to comply with Exhibit A. The request is to rezone to CC-Hwy 42 and MU-R- Parking. The purpose of the request is for 23,000 SF of commercial development, a 70 space City parking lot and an extension of Cannon Street.

At the March 12, 2015 Planning Commission meeting, Staff recommended approval of the requested rezoning, final plat, final PUD and SRU for DELO Plaza, with conditions (prior to recordation of the plat). The applicant did not accept staff's conditions. The Planning Commission reviewed the application without conditions and recommended the City Council deny the request. On May 5, 2015 the application was reviewed by the City Council. Council directed staff to work with the applicant on conditions of approval to eliminate the following items identified in the Planning report:

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. The applicant 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 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 from right-of-way. The applicant has included a note in the PUD stating all signs will comply with the sign standards in the CDDSG. Staff believes this condition has been met.
3. The applicant shall continue to work with Public Works on addressing the comments shown in the February 11, 2015 memo. Staff recommended keeping this blanket condition in the PUD so staff may continue to work with the applicant on the outstanding items. 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.

Special Review Use: The MUDDSG requires an SRU for “City, State and Federal uses and buildings”. This property is proposed to be used as a City parking lot. Staff believed the parking facility request meets all five SRU Criteria.

Staff Recommendation: Staff recommended the City Council approve Ordinance No. 1693, Series 2015, and Resolution No. 36, Series 2015, which approves the rezoning, final plat, final PUD and RU for DELO Plaza, with the following condition.

1. The applicant shall continue to work with Public Works on addressing the comments shown in the February 22, 2015 memo.

APPLICANT PRESENTATION

Justin McClure, 21 S. Sunset Street, Longmont, CO and 105 Cherrywood Lane, Louisville, CO, representing the applicant, stated he was available to respond to Council’s questions.

COUNCIL COMMENTS

Council member Stolzmann noted the packet materials stated the signage would comply with the standards. She asked if there were any renderings of the signs. Mr. McClure explained the rendering of the signs and associated annotations with the final development plan have been resubmitted to the City staff and are compliant with the CDDSG.

Mayor Muckle called for public comment and hearing none, closed the public hearing.

City Attorney Light explained there is a proposed second reading amendment to Ordinance No. 1693, Series 2015, which would add the following:

Section 2. The zoning amendment provided for in this ordinance shall be effective only upon the conveyance to the City of Lot 4, Delo Plaza Subdivision (per plat approved by Resolution No. 36, Series 2015), in accordance with the terms of the Purchase and Sale Agreement therefor. In the event such conveyance does not occur, the zoning amendment provided for in this ordinance shall not take effect.

City Attorney Light requested the second reading amendment to Ordinance No. 1693, Series 2015 be included in the motion. He explained this Plat and PUD is part of the purchase and sales agreement for Lot 4, which would be a parking facility for the City. There were certain zoning terms and conditions subject to City Council decisions over land use matters.

Mayor Muckle noted the City Council reviewed this development earlier in the year and the City staff and the applicant made a lengthy presentation.

ORDINANCE No. 1693, SERIES 2015

MOTION: Council member Keany moved to approve Ordinance No. 1693, Series 2015, including the second reading amendment (Section 2) as outlined by the City Attorney, seconded by Mayor Pro Tem Dalton. Roll call vote was taken. The motion carried by a vote of 7-0.

RESOLUTION No. 36, SERIES 2015

MOTION: Mayor Muckle moved to approve Resolution No. 36, Series 2015, seconded by Council member Keany. All were in favor.

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

Mayor Muckle requested a staff presentation.

Planning and Building Safety Director Russ explained the resolution recommends approval of the 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 space.

Preliminary Plat & PUD: 13.404 Acres with a PCZD-C/R Zoning for 231 dwelling units and 18,404 SF of Commercial. There are four Planning Areas: A) Commercial 18,404 SF; A) Residential – 28 units; B) Residential – 103 units (Senior Living); C) 69 Residential Units; D) 31 Residential Units. Plat: 13 acres. Block size varies between 300' and 350', which is consistent with Chapter 16.

Streets and Alleys: The streets proposed are intended to serve local traffic and provide alternative routing options to Hwy. 42 and a small amount of through-traffic west of Hwy 42. West Hecla Drive is identified as a collector road and Kaylix Avenue as a local street. Right-of-ways and street widths match the right-of-ways and street widths of the existing portions of both West Hecla Drive and Kaylix Avenue within the Takoda (Steel Ranch) subdivision.

Total Public Land Dedication: 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.

Planned Unit Development – Land Use Mix includes a bike trail; market rate housing; affordable multifamily units; affordable senior multifamily units; community orchard; a neighborhood park; community center; Live Work and commercial development.

Easement Holders: City of Lafayette (water line) and Xcel utility Easements. Staff recommended 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.

Drainage/Goodhue Ditch: 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.

Planned United Development (PUD) – A multi-phased development: Phase 1 Phasing Project: Affordable Senior Housing, Multi-family Housing and Market rate units.-

Staff recommendation: Staff recommended approval of the Preliminary Plat and Preliminary PUD for the 245 North 96th Street Development with five 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.

APPLICANT PRESENTATION

Norrie Boyd, Boulder County Housing Authority, 2525 13th Street, Boulder, CO introduced Master Planner Nicole Delmage of Barrett Studio Architects. Ms. Boyd explained the project has been renamed Kestrel, which is a small falcon found throughout Boulder County. The Kestrel represents the organization's philosophy of upward momentum toward self-sufficiency. This project provides housing for a diversity of residents; working families, the elderly, people with disabilities and self-sufficient clients with a strong connection to the local community. Programs in place include Longs Peak Energy Conservation and Housing Choice vouchers program in the rental units and for the new construction. The County owns and manages 611 units in seven Boulder County communities.

The design team, Barrett Studio Architects, is working on the master plan; the design of the community building and the live work component. Humphreys Poli is the architectural firm designing the senior and multi-family units. Olsen and Associates is the Civil Engineering firm assisting with the Goodhue Ditch, Xcel Energy and CDOT and Noel Underwhite is the contractor. The Boulder County partners are Finance, Housing & Human Services, Mental Health and Imagine.

Nicole Delmage, Barrett Studio Architects, 1944 20th Street, Boulder, CO reviewed the regional trail connections, and the Hwy 42 improvements, street networks, and mix of land uses. She stressed the regional trail connections are a high priority for the City and the region. Multiple use trails will be linked through this site. The design allows for the Highway 42 improvements through a dedication to CDOT; there is a good use of property mixes throughout the site. The street networking is an important component to the City, which will relieve traffic stress throughout this area of the City.

The guiding principles for the design are affordability, connectivity, sustainability and diversity. The Master Plan features include family and senior housing, mixed use and live work, walkable areas which connect to trails and street network, including a walking loop, a community center, multiple play areas and sustainability.

Community Feedback: The County hosted six community meetings and has bi-weekly meetings with the Louisville Planning staff. As a result of those meetings, they have increased the number of one bedroom units and created smaller scaled buildings to respect pedestrian scale and community gardens were added. There were also changes made in the community building based on neighborhood input about design and materials, landscaping and public art. To address public questions relative to building size and materials, 3D imagery was used. With public feedback the 3D imagery illustrates how the design has evolved.

Ms. Boyd outlined the project schedule: October 2014 – Entitlements; December 2015 – Financing Closing / Begin Construction / Underground Ditch; 2nd Quarter 2017 - Senior Housing Building Complete; 2nd Quarter 2017 - Family Building Complete; Late in 2016 – Begin Leasing for Senior Housing and Early in 2017 – Begin Leasing Family Housing. She explained the BCHA has established an interest list. She reviewed the housing options for rental rates for one-bedroom, two bedroom and three bedroom units and noted all units are income limited. The BCHA will host two community meetings on July 29th at the Louisville Senior Center

Mayor Muckle requested the PowerPoint Presentation be submitted into the record.

PUBLIC COMMENT

Randy Caranci, 441 Elk Trail, Lafayette, CO addressed market rate housing and the City's contribution to the project. He asked if the senior and affordable housing units were for rent or for sale. It was confirmed it was for rent. He asked if flood displaced victims would have first preference. It was confirmed flood displaced victims would have first preference. He asked if the income limit was capped or is it the minimum requirement. It was confirmed it was capped.

COUNCIL COMMENT

Mayor Muckle clarified the City's contribution to the project will only be for the senior/affordable housing project and not the market rate housing units.

Council member Loo inquired about the difference between the interest list and the preference list. Ms. Boyd explained the interest list is only to keep people informed about the project. The actual leasing process will have a leasing agreement, which will stipulate the preference. The preference policy is shared and reviewed by the financial lenders, the Colorado Financing Authority and the Office Fair Housing/HUD and they grant approval of the policy.

PUBLIC COMMENT

Debbie Fahey, 1118 W. Enclave Circle, Louisville, CO stated this project will be a wonderful addition to Louisville because it serves seniors, low-income families and people with disabilities. She expressed concern for the safety of crossing over Highway 42, South Boulder Road and the railroad tracks. She urged Council to move forward with addressing these connections.

COUNCIL COMMENTS

Council member Loo requested clarification on the 31 units, and asked if Council will see the placement of the buildings in the Final PUD or would it be blank. Planning and Building Safety Director Russ explained it will probably be phased and appear blank on the PUD. Ms. Boyd explained there has not been any written commitment on the for-sale or commercial component. The County will actively market those properties and contract with a broker for the for-sale housing and commercial sites.

Council member Loo asked Public Works Director Kowar for clarification on the challenges of channeling storm water into the drainage ditch. Public Works Director Kowar explained the challenge is the ditch company because it is not a right to use the irrigation ditch for stormwater. He explained this particular case is not in the manual, but is a practice. There are other areas in Louisville where this is a documented practice, some not documented and some are historic.

Council member Loo inquired about other types of property using this practice. Planning and Building Safety Director Russ explained there is one on South Boulder Road west of Via Appia, where the City has an agreement with the Goodhue Ditch Company.

Council member Lipton explained the concern centers on the liability of putting drainage into the ditch and that is why a carriage agreement is put into place to accommodate the additional flows. Public Works Director Kowar stated this development will have a stormwater pond to capture the improved flows and the agreement deals with historical flows.

Council member Loo inquired about the encumbered land for public land dedication. Planning and Building Safety Director Russ stated staff is working with the applicant on an agreement for the County to do the maintenance and this is a condition of approval.

Council member Loo was not in favor of the City accepting any maintenance on the orchards. She also expressed her concern over the prairie dogs located on the property and asked if staff had considered a condition the applicant be required to remove them. Planning and Building Safety Director Russ explained the Louisville Municipal Code does not provide any guidance on this matter.

Council member Loo felt the prairie dogs would be a problem. Planning and Building Safety Director Russ stated the applicant has a mitigation plan. Ms. Boyd explained as part of the County's due diligence and environmental review, a habitat analysis and a prairie dog count was done. There are between 102 and 136 prairie dogs on the site. The County will do live relocations and is working with the State for relocation permits and getting estimates for relocating services.

Council member Stolzmann thanked the County for working with the City in addressing the affordability issues in Louisville. She explained Louisville is a very desirable community because of the open land and parks. She voiced her hope this new development has the same opportunities as the rest of the community. She requested Council direct staff to stick to the LMC to address desirable land dedication. She quoted the LMC, which stated "retention ponds and other lands left solely for the purpose of the development, such as land under power lines, shall not be considered land dedication".

Mayor Muckle agreed public land is very important to Louisville. He was open to looking at the trail benefit on encumbered land and supported the orchard. He reminded the transportation colleagues at the County the City would like to see the underpass project brought forward at the same time. Deputy City Manager Balser reported staff met with Boulder County Transportation staff today to go over the CIP list of projects and Highway 42 is on schedule.

Mayor Muckle call for public comment and hearing none, closed the public hearing.

RESOLUTION No. 45, SERIES 2015

MOTION: Mayor Muckle moved to approve Resolution No. 45, Series 2015, seconded by Mayor Pro Tem Dalton.

Council member Stolzmann asked for Council consensus for staff direction on the public land dedication. Planning and Building Safety Director Russ explained the detention drainage area is the orchard and current conversations include the County maintaining it. The public land dedication is not ponds or under power lines. Only the trails and the orchard are on encumbered land. If Council requires a no encumbered land dedication, there may be a request by the applicant for cash in-lieu.

Council member Lipton was more concerned over the encumbered land which requires maintenance. Mayor Muckle was comfortable about the direction to the staff.

VOTE: All in favor.

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**

Mayor Muckle requested a City Attorney introduction.

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

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

Public Works Director Kowar explained the Clean Energy Collection proposal for an investment in community solar panel arrays. The proposal provides for a lease purchase agreement for community solar capacity in the amount of 145,890 watts. The proposal was based upon a return on investment for electricity usage at the Sid Copeland Water Treatment Facility and Louisville Sports Complex, which experience peaking factors escalating average monthly bill costs.

The proposed 15-year 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 proposal represents non tax exempt financing at a rate of 4.75% until April 24, 2018. The City may then, through written communication, request a tax exempt rate at 3.50%. This results in a net reduction in the City's costs for electricity over a 20 year life cycle of \$631,883.

Staff supported the lease agreement and believes it will increase the solar capacity within the City by 50% and help offset the demand rates for the City's larger facilities. He introduced Amy Thompson from Clean Energy Collection, who would address Council's questions.

Staff Recommendation: Staff recommended the City Council approve the lease with Alpine Bank.

COUNCIL COMMENT

Council member Lipton requested more information on the non-tax exempt financing, which could be converted to a tax exempt financing at a later time. City Attorney Light explained for the initial period of five years, in order for the private investors to get the tax exemption, there cannot be public use of the financing facility. Restrictions prohibit ownership to rest with the City during the initial five year period. After five years the City may request a tax exempt rate to convert it to a beneficial public use for tax purposes.

Public Works Director Kowar explained there are specific attorneys who review the agreement for qualification, which affects the lending rate Alpine Bank can offer.

PUBLIC COMMENT

Debbie Fahey, 1118 W. Enclave Circle, Louisville, CO supported the use of solar or any alternative energy. She noted the 50-year benefits are the 50 million pounds of CO₂, not be put into the atmosphere; 20 million car travels avoided; and 28,000 trees planted. She urged Council to approve the agreement no matter what the cost because it will benefit the earth and the health and well-being of the residents.

COUNCIL COMMENT

Mayor Muckle asked whether this amount of solar energy was sufficient to avoid the peaking prices. Public Works Director Kowar explained it does not affect all of the peaking factors on all the City facilities and additional agreements can be explored in the future.

Council member Lipton addressed the rate of nearly 50 cents per kilowatt hours for power on 1200 Courtesy Road. He asked if it represented the cost during peaking hours. Public Works Director Kowar confirmed it was during peak hours.

Council member Lipton asked if the City's cost will go down after the solar array is in place. Public Works Director Kowar stated there will still be a peaking demand cost, but bill credits and renewal energy credits will offset the costs.

Council member Lipton felt the City should look at some aggressive options to reduce the rate from other solar option or reduced demand. He felt this should be discussed at a later time.

Mayor Muckle called for public comment and hearing none, closed the public hearing.

Council member Stolzmann agreed with Debbie Fahey's comments. She also agreed with Council member Lipton that this should be discussed at a future meeting.

MOTION: Council member Stolzmann moved to approve Ordinance No. 1695, Series 2015, seconded by Council member Loo. Roll call vote was taken. The motion carried by a vote of 7-0.

DISCUSSION/DIRECTION/ACTION - DOWNTOWN PARKING IMPROVEMENTS

Mayor Muckle requested a staff presentation.

Public Works Director Kowar reviewed how the parking for special events affects streets in Downtown, Old Town and around the Community. Staff 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 and 4) Parking Space Markings extended one block from Main Street.

Staff requested 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.

COUNCIL COMMENTS

Mayor Muckle favored painting curbs and suggested beginning in the downtown area.

Council member Lipton was in favor of signs. He felt signs have a lower initial cost and the cost for ongoing maintenance is also lower. He felt the stencils are difficult to see, but signs are very explicit where parking is allowed or prohibited. He supported starting with signs because it is customary. He felt enforcement is difficult with stencils and painted curbs. Council member Keany agreed.

Council member Stolzmann favored painting curbs red opposed to the proposed yellow. She suggested beginning with starter streets critical to the downtown area.

Mayor Muckle inquired whether the signs would be placed at the driveways and alleys. Public Works Director Kowar stated the signage would only be at dangerous intersections.

Council member Loo inquired about the public sentiment about signage or curb painting. Public Works Director Kowar has heard some preference for curb painting and stencils. He had not heard public demand for signage. City Manager Fleming commented he heard diverse comments; some want painted curbs, some want signs and some like the stencils.

Planning and Building Safety Director Russ stated the Parking Committee was interested in getting cars off the corners.

Council member Loo asked Chief Hayes if he has a preference on enforcement on parking signs or curb painting. Chief Hayes explained the police department prefers a clear indication of what is allowed and what is prohibited. He explained because there may not be a sign, it would not prohibit the police department from doing parking enforcement. The direction given to police officers and parking ambassadors has been to look at cars parked too close to intersections, which may cause a safety hazard. Whether the Council approves signs or curb painting, the police department is interested in public safety. To date, from the Street Faire and the Taste of Louisville, 109 tickets have been written for safety violations, 58 written warning were issued and 54 verbal warning were given.

Mayor Pro Tem Dalton felt Public Works Director Kowar's description of placing signs at dangerous intersections was vague. He felt staff should present a more comprehensive list, but until then, Council should direct staff to install signs in the downtown area.

Council member Leh asked if there is any information about which option the public would obey. Planning and Building Safety Director Russ stated it would be the most conspicuous option. The key recommendation from the Downtown Parking Committee was to provide help to the police department to enforce the laws. The proposal for placement of signs is an attempt to assist the police department. The cost estimates presented was for the core area of downtown; from Front Street to Lincoln and from Short to Elm Street. This is the area most affected by Street Faire, downtown events and from Memory Square events.

Council member Stolzmann stated on the City's Web the parking plan includes one street west of Lincoln to include the elementary school.

Mayor Muckle summarized parking signs should focus on the highest priority streets and intersections; around the schools. Council members Leh, Lipton and Keany agreed.

Council members Loo and Stolzmann preferred painted curbs. Council member Stolzmann explained she favored painted curbs because the sidewalks are narrower in Old Town. For long range planning she felt curb bollout parking should not be allowed.

COUNCIL DIRECTION: There was Council consensus for signs to be installed beginning in 2015.

Council member Stolzmann felt some spaces are too close to the intersection and suggested measuring those spaces and moving them back appropriately.

PUBLIC COMMENT

Michael Menaker, 1816 Choke Cherry Drive, Louisville, CO stated he reviewed the guidelines for curb markings and the standard is red paint. He supported painting curbs red and noted it would be less expensive. Council member Keany explained, according to staff's calculations, curb painting is more expensive than no parking signs.

Council member Keany assumed the street with bulbouts would not be signed. Public Works Director Kowar confirmed the signage would not include streets with bulbouts.

Council member Stolzmann asked if Council supports looking at the spaces too close to the intersection. There was Council consensus.

DISCUSSION/DIRECTION - SPECIAL EVENTS PERMITTING

Mayor Muckle requested a staff presentation.

Public Relations Manager Muth explained in June, Council asked staff how special event permits are issued and if staff limits or denies events, which 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 following events do get priority booking of facilities: City events; 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. Staff does 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 co-sponsor of their events either directly with funding or indirectly with in kind donations of City staff time and equipment. Currently the fee is \$200, and it does not cover the staff time involved in reviewing and approving a permit. At this time staff is considering doubling the fee to \$400 for 2016.

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. If criteria are needed to limit events, it would have to be very specific to enable staff to implement them on a case-by-case basis.

COUNCIL COMMENT

Council member Loo asked if there were any legal aspects to limiting events. City Attorney Light explained in order to avoid legal problems the process must be transparent and equitable. Also a special event permit should not be denied for an improper reason.. He stated the special event permit should allocate the resources in an equitable way. He stated Council may want to direct staff to define a set of criteria to manage the calendar.

Council member Leh asked if there were would be a problem in adding criteria requiring a positive impact on Louisville. City Attorney Light explained such criteria would require a set of evaluation points

Mayor Muckle stated the Council will review the special events permitting process this year, but he did not anticipate it would change any events this fall.

Public Relations Manager Muth addressed Council member Leh's question relative to an event making a positive impact on Louisville. She noted staff struggles with this as well as what an event promoter may think is a positive impact such as bringing lots of people to town, may not be a positive impact for residents near the event.

PUBLIC COMMENT

Sarah Giammaria, Louisville Chamber of Commerce Vice-President, 801 Main Street, Ste. 300, Louisville, CO expressed concern for their "Pints in the Park" event in August. They would like a consideration to be added to the policy on giving permits to events which will directly impact one another in the same venue. The Chamber's concern is not another beer festival; it is with venue, proximity and date. The City approved a "Pizza and Pints" event, which will cause confusion with the Chamber's "Pints in the Park" events. The Chamber requests the Council dig deeper into the policy to ensure similar events do not impact one another.

COUNCIL COMMENTS

Mayor Pro Tem Dalton asked Ms. Giammaria for suggestions on how to change the City's policy to address similar events and times and how to draw the line on events. Ms. Giammaria felt events with a similar name in a similar time frame; should be separated by at least four months or by different seasons.

Council member Loo asked if the Chamber spoke to Boulder Creek Events about their name of the event. Ms. Giammaria stated this was brought to the Chambers' attention after the permit was approved.

Council member Loo asked if their event has been trademarked. Ms. Giammaria explained they do not have the same name, but the events are similar enough in name to cause confusion.

PUBLIC COMMENT

Karen Pickering, Grouse Court, Louisville, CO, Louisville Chamber of Commerce Director, voiced her confusion over the special events liquor laws for non-profit 501c3. Public Relations Manager Muth explained the Colorado Liquor Laws only allow non-profit 501c3 organizations to apply for special events liquor permits and Boulder Creek Events is a 501c3 organization.

Wayne Varra, 224 Main Street, Louisville, CO, Louisville Chamber of Commerce President had two concerns with the Boulder Creek event. As his home borders Community Park, he was concerned about the late hour and number of people attending this event. He felt they would negatively impact the neighborhood. His second concern centered on the number of similar beer events in the same area and timeframe. He felt there should be some sort of non-compete clause.

Deb Kolaras, Louisville Chamber of Commerce, noted all of the Chambers in the area coordinate their events so as not to impact any other planned event.

COUNCIL COMMENTS

Council member Leh was troubled by a request to direct staff to choose one event over another.

Council member Stolzmann agreed there is a problem with similar events and she understood the Chamber's position. She felt this should be reviewed in the fall and limits be put on the number of events per year. She favored setting criteria for staff.

Council member Lipton favored reviewing and discussing this matter in October. Mayor Pro Tem Dalton agreed.

Mayor Muckle agreed with discussing this matter in the fall. He suggested the Chamber reach out to Boulder Creek Events to ask them to help promote the Chamber event.

PUBLIC COMMENT

Sarah Giammaria, Louisville Chamber of Commerce, stated when Boulder Creek proposed their event, they were turned away by other cities.

COUNCIL DIRECTION: There was Council consensus to discuss this matter further in the fall.

SALE OF 637 FRONT STREET

- 1. RESOLUTION No. 48, SERIES 2015 – A RESOLUTION APPROVING A PURCHASE AND SALES 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 SALE – 1st Reading – Set Public Hearing 07/28/2015**

Mayor Muckle requested a City Attorney introduction.
City Attorney Light introduced Ordinance No. 1698, Series 2015.

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

Economic Development Director DeJong reviewed the background of the property located at 637 and 611 Front Street. The City purchased the property in 2008 (Lots 1-6) for \$1,500,000. It was leased to the United States Post Office for \$83,500 per year until March of 2009. In 2010 the City approved a 10 year lease to Lucky Pie for 637 Front Street. 611 Front Street was leased to Radcliff Upholstery and Alta Alma Organics until May of 2015.

Lucky Pie and Sweet Cow are strong additions to downtown and have invested over \$300,000 in the building and site. The City expanded the parking in 2012 and added more parking on Lot 6 in 2015. The owner of Lucky Pie wants to continue to invest in the property, but would like to own the property to feel comfortable about the reinvestment. He plans to improve the kitchen, front of house and the bar area.

A commercial appraisal was done in 2013 by Graff Appraisals, who looked at Lots 1-5 (the purchase is for Lots 1-2). With the existing lease it was appraised at \$1,150,000. If the lease was a market lease at \$15/sf it would be \$1,360,000.

Summary: The offer is to purchase Lots 1-2 from Front Street Ventures, LLC, with a revocable license, which includes a loading dock and trash enclosure; parking lease for 12 spaces and a development restriction on height and on the number of stories.

Sales Agreement: Sale of Lots 1 and 2, Block 4, Town of Louisville, purchase price of \$1,200,000, with a deposit of \$60,000 and the balance due at closing and a 60 day examination. The purchaser shall have an ALTA survey prepared for the property and closing will occur within 120 days of the execution of the agreement. The purchaser may assign the agreement to a different entity wholly owned by purchaser. The purchaser's related entity will agree to terminate the existing lease upon the property.

The Parties agree to the Revocable License upon Lot 3, the Parking Lease upon Lot 3, and a Development Restriction upon Lots 1 and 2. This allows a portion of the loading dock and the trash enclosure to remain. The purchaser will be responsible for its care and maintenance. The City may terminate with 120 day notice. The purchaser must remove the building on Lot 3 at their expense.

Parking Lease: As the sale area does not meet the City's parking requirements the 12 stalls on Lot 3 will be leased at an annual rate of \$9,000 (increasing by CPI) for a 10-year period. The City may relocate the parking stalls as long as they are within 500 feet of the restaurant.

Development Restriction: 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 Street.

Summary: The purchase price of \$1,200,000 for Lots 1 - 2 is greater than the as-is appraisal conducted in January 2013 for Lots 1-5. This sale is only for Lots 1 and 2 and allows for Lucky Pie to reinvest in the property and helps to ensure a successful Louisville business remains in the community. It unencumbers 16 existing parking spaces. The remaining land can still accommodate parking and the City will receive \$9,000 in annual parking lease revenue. It ensures a maximum two story building on a key downtown corner should the property be redeveloped.

Staff Recommendation: Adopt Resolution No. 48, Series 2015 to approve the Purchase and Sale Agreement, Parking Lease, Revocable License, and Development Restriction for Lots 1 and 2 Block 4, Town of Louisville and approve Ordinance No. 1698, Series 2015 on first reading and set a public hearing for July 28, 2015.

PUBLIC COMMENT

Michael Menaker, 1826 W. Choke Cherry Drive, Louisville, CO remembered when the City owned a vacant Post Office building, which could not be rented. He felt part of the success of downtown is the investment made by Lucky Pie and Sweet Cow. He urged Council to support the sales agreement. He noted the property was for parking solutions for downtown and requested the sale be dedicated to downtown parking.

Randy Caranci, 441 Elk Trail, Lafayette, CO voiced his surprise that there was not any mention of the emails sent to the City Council. He agreed with Mr. Andrew's summation of this proposed sales agreement. He did not support using an outdated appraisal or the low sale price for the property. He cited a state statute stipulating an election to sell public property. He urged Council to slow down the process and re-evaluate the sale of this process.

Brendon McManus, owner of Lucky Pie, stated Lucky Pie and Sweet Cow are very successful businesses and the next step to secure their futures would be to purchase the property. They feel purchasing the property is key to investing in their businesses, Louisville and their futures.

COUNCIL QUESTIONS

Council member Leh stated his understanding the appraisal was for the entire parcel and not just one building. Economic Development Director DeJong explained the appraisal was for everything but 611 Front Street.

Council member Leh stated there has discussion relative to this property not being on the market and he asked Economic Development Director DeJong for confirmation.

Economic Development Director DeJong stated the property has not been on the market. City Manager Fleming explained the City marketed the property in 2009 for about one year. Then, through an RFP the City received two responses. Council member Stolzmann reported on positive feedback on these two businesses and she felt they are both popular places for residents. She requested the City acquire a current appraisal.

Council member Keany noted real estate in Louisville has changed a lot since 2013. He felt it was a stronger market. A property along Front Street recently sold for \$4 Million. He thought the Council had discussed holding on to City owned properties. He favored slowing down the process and looking at current market conditions in Louisville.

Council member Lipton felt the offer for the land was a good offer. He was concerned the Council was giving direction to staff to negotiate an agreement and once a good faith offer is received, the Council changes their minds. It's not fair to the buyers or the sellers and it is a bad business practice. He asked if the appraisal came in higher, would the City market the property and lose a valued tenant. Mayor Pro Tem Dalton agreed with Council member Lipton's comments.

Mayor Muckle addressed the history of the City's ownership of the property and explained the City purchased the land to provide parking downtown for a rail stop. RTD projects commuter rail coming to Louisville in 2042. The City will still maintain 2/3 of the property for parking. He addressed the issue of value and price and agreed with Council member Lipton and Mayor Pro Tem Dalton. He was prepared to take action this evening. Council member Loo agreed.

Council member Stolzmann felt the property should not be sold because the community enjoys the restaurant. She felt the money for the sale should be reserved for downtown parking. She supported getting an updated appraisal and questioned why the sales agreement includes the trash enclosure. Mayor Muckle agreed.

RESOLUTION No. 48, SERIES 2015

MOTION: Mayor Pro Tem Dalton moved to approve Resolution No. 48, Series 2015, seconded by Council member Loo. Roll call vote was taken. The motion carried by a vote of 5-2. Council members Keany and Stolzmann voted no.

ORDINANCE No. 1698, SERIES 2015

MOTION: Mayor Muckle moved to approve Ordinance No.1698, Series 2015 on first reading; ordered it published and set a public hearing for July 28, 2015, seconded by Mayor Pro Tem Dalton. The motion passed by a vote of 5-2. Council members Keany and Stolzmann voted no.

ORDINANCE No. 1694, SERIES 2015 – AN ORDINANCE AMENDING ORDINANCES 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

Mayor Muckle requested a City Attorney introduction.

City Attorney introduced Ordinance No. 1694, Series 2015.

MOTION: Mayor Muckle moved to approve Ordinance No.1694, Series 2015 on first reading; ordered it published and set a public hearing for July 28, 2015, seconded by Mayor Pro Tem Dalton. All were in favor.

MCCASLIN MARKETPLACE – 994 W. 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 7,259 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**

Mayor Muckle requested a City Attorney introduction.

City Attorney Light introduced Ordinance No. 1696, Series 2015 and reviewed the accompanying action documents.

ORDINANCE No 1696, SERIES 2015

MOTION: Mayor Muckle moved to approve Ordinance No.1696, Series 2015 on first reading; ordered it published and set a public hearing for July 28, 2015, seconded by Mayor Pro Tem Dalton. All were in favor.

ORDINANCE No. 1697, SERIES 2015 – AN ORDINANCE AMENDING SECTIONS 3.08.030 AND 13.12.020 OF THE LOUISVILLE MUNICIPAL CODE TO ADDRESS WATER SERVICE CONNECTIONS AND WATER TAP FEES FOR LIVE-WORK LAND USES –1st Reading - Set Public Hearing 07/28/2015

Mayor Muckle requested a City Attorney introduction.

City Attorney Light introduced Ordinance No. 1697, Series 2015.

COUNCIL COMMENT

Council member Stolzmann requested more information at the next meeting. She asked how many users will be in this customer class; is the City creating a new customer class for billing; the billing tiers and will the two units be metered individually. She requested minutes of the Water Committee meeting. She asked if any City has made a customer class for these few number of users. She requested justification for creating customer classes in such a manner. She also requested information about restrictions on the properties.

MOTION: Mayor Muckle moved to approve Ordinance No.1697, Series 2015 on first reading; ordered it published and set a public hearing for July 28, 2015, seconded by Mayor Pro Tem Dalton. All were in favor.

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 7/28/2015

Mayor Muckle requested a City Attorney introduction.

City Attorney Light introduced Ordinance No. 1699, Series 2015. This is a follow-up ordinance on the vacation.

MOTION: Mayor Muckle moved to approve Ordinance No. 1699, Series 2015 on first reading; ordered it published and set a public hearing for July 28, 2015, seconded by Council member Lipton. All were in favor.

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

Mayor Muckle requested a City Attorney introduction.

City Attorney Light introduced Ordinance No. 1700, Series 2015.

MOTION: Mayor Muckle moved to approve Ordinance No. 1700, Series 2015 on first reading; ordered it published and set a public hearing for July 28, 2015, seconded by Council member Lipton. All were in favor.

CITY ATTORNEY'S REPORT

No items to report.

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

Council member Stolzmann noted on the warrant list of bills there was a payment for the Stormwater Master Plan. She requested a presentation on the Stormwater Master Plan at a study session.

Council member Loo stated the Horticulture and Forestry Advisory Board has expressed concern over the landscaping plan for Kestral for the orchard and also with the trees in the McCaslin Market Place. She requested the staff work with the Board on those matters.

Council member Lipton reported the Water Committee met on July 10 and the meeting went very well. He requested the staff prepare written minutes to distribute to the City Council within the next two weeks.

ADJOURNMENT

MOTION: Mayor Muckle moved to adjourn, seconded by Council member Keany. All were in favor. The meeting was adjourned at 10:10 p.m.

Robert P. Muckle, Mayor

Nancy Varra, City Clerk

SUBJECT: APPROVE AND RATIFY PAYMENT FOR THE BUILDERS RISK INSURANCE WITH AMERICAN ZURICH INSURANCE COMPANY FOR THE WASTEWATER TREATMENT FACILITY UPGRADES

DATE: JULY 28, 2015

PRESENTED BY: KURT KOWAR, PUBLIC WORKS

SUMMARY:

The funding agreement and construction contract for the Wastewater Treatment Plant improvements project require there be property insurance in place, including Builders Risk coverage to protect against loss during the course of construction. Staff recommends approval of a Builder Risk and Installation insurance policy by American Zurich Insurance Company (Zurich) as part of the construction for the new Wastewater Treatment Plant. The premium for this policy is in the amount of \$128,656. Payment has been made in order to meet a July 30 payment deadline.

The subject Builders Risk and Installation Coverage will provide for a variety of coverages for all property, including materials, supplies, equipment from physical loss or damage related to the Wastewater Treatment Plant project. The main coverage is designated as \$26,200,000 for the project site (value of the work) during the two year construction period. This coverage is an owner cost. The costs quoted for the contractor to procure the coverage were high when compared to the City directly placing the coverage. By securing the policy itself, the City was able to reduce overhead and markup costs providing for the most cost effective means of providing this insurance.

FISCAL IMPACT:

Funding for this insurance premium was included in the overall Wastewater Plant project budget with the majority obtained from the secured State Revolving Fund Loan.

RECOMMENDATION:

Staff recommends City Council approve and ratify payment of \$128,656 for the Builder's Risk insurance coverage for the Wastewater Treatment Plant project.

ATTACHMENT(S):

1. Coverage Policy



Disclosure Statement

It is our pleasure to present the enclosed policy to you
for presentation to your customer.

INSTRUCTION TO AGENT OR BROKER:

**WE REQUIRE THAT YOU TRANSMIT THE ATTACHED/ENCLOSED DISCLOSURE STATEMENT TO THE CUSTOMER
WITH THE POLICY.**

Once again, thank you for your interest, and we look forward to meeting your needs and those of your customers.



Disclosure Statement

NOTICE OF DISCLOSURE FOR AGENT & BROKER COMPENSATION

If you want to learn more about the compensation Zurich pays agents and brokers visit:

<http://www.zurichnaproducercompensation.com>

or call the following toll-free number: (866) 903-1192.

This Notice is provided on behalf of Zurich American Insurance Company
and its underwriting subsidiaries.



Colorado Civil Union Act Policyholder Notice

On January 1, 2014, the Civil Union Act ("the Act") becomes effective. Under the Act, two persons of the same sex may enter into a civil union. A party to a civil union is entitled to the same legal obligations, responsibilities, protections, and benefits as are afforded or recognized by the law of Colorado to a spouse; whether they derive from statute, administrative rule, common law, or any other source of civil or criminal law.

The Act further provides that a party to a civil union shall be included in any definition or use of the term "dependent", "family", "heir", "immediate family", "next of kin", "spouse", and other terms that denote a familial or spousal relationship.

A marriage between persons of the same sex, a civil union, domestic partnerships or a substantially similar legal relationship, legally entered into in another jurisdiction, shall be legally recognized in Colorado as a civil union.

BUILDERS RISK AND INSTALLATION COVERAGE DECLARATIONS

The Declarations, Supplemental Declarations, Common Policy Conditions, Commercial Inland Marine Conditions, Coverage Form(s) And Endorsement(s), if any, issued to and forming a part thereof, complete the Commercial Insurance Policy Numbered as follows:

AMERICAN ZURICH INSURANCE COMPANY
A Stock Company
Administrative Office: 1400 American Lane
Schaumburg, IL 60196

- New Policy** EC07192471
 Renewal of
 Rewrite of

In return for the payment of the premium, and subject to all the terms of this policy, we agree with you to provide the insurance as stated in this policy.

- | | |
|--|---|
| <p>1. Named Insured and Mailing Address:
 CITY OF LOUISVILLE
 749 MAIN ST
 LOUISVILLE, CO 80027</p> | <p>2. Producer Information:
 A Name: FLOOD & PETERSON INSURANCE INC

 B Telephone #
 C Fax #
 D Zurich Producer # 00369744
 E Field Office Name
 F Field Office Code</p> |
|--|---|
- 3. Policy Period – From:** 06/16/2015 **To:** 06/16/2017
 12:01 a.m. Standard Time at your mailing address above.

4. Coverage: Builders Risk Installation Reporting Form

5. Description of Projects: UPGRADES AND ADDITION TO AN EXISTING 1-STORY MASONRY NON COMBUSTIBLE WATER TREATMENT PLANT FACILITY

6. Description of Project Sites: 1601 EMPIRE DR, LOUISVILLE, CO 80027

7. LIMITS OF INSURANCE	COVERAGE	PREMIUM
\$ 26,200,000	Property while at the "project site"	\$ 128,656
\$ 100,000	Property while in transit	Included
\$ 100,000	Property while at any location on a temporary basis	Included
\$ 26,200,000	For all Covered Property	Included
	Minimum Earned Premium \$96,492	

8. Deductible: \$1,000 \$2,500 \$5,000 \$10,000 Other

9. Forms Applicable To This Coverage Part:
SEE SCHEDULE OF FORMS AND ENDORSEMENTS

Countersigned: _____ Date _____ By: _____ Authorized Representative

**BUILDERS RISK AND INSTALLATION COVERAGE
SUPPLEMENTAL DECLARATIONS**

Policy Number: EC07192471		
REPORTING FORM OPTIONS		
<input type="checkbox"/> Completed Value <input type="checkbox"/> Values At Risk <input type="checkbox"/> Gross Receipts		
Reporting Period		Reporting Frequency
Reporting Rate	Annual Deposit Premium \$	Minimum Annual Premium \$
ADDITIONAL COVERAGES (Coverage Form)		
a. Construction Forms And Scaffolding		\$ 100,000
Re-erection Of Scaffolding		Included
b. Valuable Papers And Records		\$ 25,000
c. Outdoor Trees, Shrubs, Plants And Lawns		\$ 25,000
d. Debris Removal		\$ 100,000
e. Pollutant Clean-Up And Removal		\$ 25,000
f. Fire Department Service Charge		\$ 10,000
g. Cost To Refill Fire Protective Devices		\$ 10,000
h. Preservation Of Property		Included
i. Rewards		\$ 5,000
OPTIONAL ADDITIONAL COVERAGES (Endorsements)		
<input type="checkbox"/> Business Income And Extra Expense (960016)		\$
Anticipated Project Completion Date / /		
Monthly Period Of Indemnity		(fraction)
Deductible Period		days
Business Income		Included
Extra Expense		Included
Civil Authority (coverage extended for 3 consecutive weeks)		Included
<input type="checkbox"/> Contract Change Order (960024)		
Contract Change Order		% of the Limit of Insurance
		Not to exceed \$ per loss or damage
<input type="checkbox"/> Existing Buildings Or Structures (960021)		
Existing Building Or Structures		\$
Renovations And Improvements		\$
<input type="checkbox"/> Expediting Expense (801643)		\$
<input type="checkbox"/> Extra Expense (960028)		\$
<input type="checkbox"/> Ordinance Or Law – Direct Damage (801610)		
Loss To The Undamaged Portion Of The Building		Included
Demolition Costs		\$
Increased Cost Of Construction		\$
<input checked="" type="checkbox"/> Soft Costs (960090)		\$ 150,000
Anticipated Project Completion Date 06 / 03 / 17		
Deductible Period		21 days
Expense To Mitigate		Included
Civil Authority (coverage extended for 3 consecutive weeks)		Included
OPTIONAL COVERAGE EXTENSION (Endorsements)		
<input type="checkbox"/> Builders Risk Green Building Coverage Extension (960096)		
Aggregate Limit of Liability		\$
"LEED® Building Rating"		

Policy Number EC07192471

SCHEDULE OF FORMS AND ENDORSEMENTS

Named Insured: CITY OF LOUISVILLE

Effective Date: 06/16/2015

12:01 A.M., Standard Time

Agent Name: FLOOD & PETERSON INSURANCE INC

Agent No.: 00369744

40858(4/10), 801626(4/09), U-GU-619-A CW(10/02)
40660(4/09), 801644(4/09), 801647(4/09), 960090(4/09), 801771(4/09), 801650(4/09), 801640(4/09), 960026(4/09)
IL0003(9/08), U-GU-630-D CW(1/15), U-GU-767-B CW(1/15)
CM0001(9/04), IL0169(9/07), 960055(10/10)
IL0017(11/98), IL0228(9/07), U-GU-1191-A CW(3/15)
U-GU-319-F(1/09)

U-GU-619-A CW (10/02)



ZURICH[®]

Builders Risk And Installation Coverage Form

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy, the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the Company providing this insurance.

Words and phrases that appear in quotation marks have special meaning. Refer to Section **F. DEFINITIONS**.

Coverage provided by Coverage Form is also subject to all Conditions in the Common Policy Conditions and Commercial Inland Marine Conditions forms.

A. COVERAGE

We will pay for direct physical loss or damage to Covered Property caused by or resulting from a Covered Cause of Loss described in this Coverage Form.

1. Covered Property, as used in this Coverage Form, means the following types of property:

- a. All property, including but not limited to materials, supplies, machinery, equipment, fixtures and other property of similar nature, designated to be a permanent part or which has become a permanent part of the fabrication, erection, installation, alteration or completion of the project while at the "project site" described in the Declarations. These items are Covered Property whether the property is owned by you or is property of others for which you are responsible. Such property is covered from the time the property is at your risk and while:
 - (1) At the "project site";
 - (2) In transit; or
 - (3) At any location on a temporary basis.
- b. Foundations, excavations and other underground property of buildings or structures in the course of construction at the "project site"; and
- c. Temporary structures, including office trailers, tool trailers, fencing, but not including construction forms and scaffolding, at the "project site".

2. Property Not Covered

Covered Property does not include:

- a. Contractor's equipment, tools, machinery, equipment and property of similar nature not designated to be a permanent part of the project at the "project site";
- b. Existing buildings or structures to which additions, alterations, improvements or repairs are being made, unless specifically indicated in the Declarations;
- c. Property in storage or in transit not specifically designated to the "project site" covered by this Coverage Form;
- d. Motorized land vehicles, watercraft (including its motors, equipment and accessories) and aircraft;
- e. Contraband or property in the course of illegal transportation or trade;
- f. "Money" and "securities";
- g. Outdoor trees, shrubs, plants and lawns, except as provided in Paragraph **A.4. Additional Coverages**; or
- h. Land or water.

3. Covered Causes Of Loss

Covered Causes of Loss means risk of direct physical loss or damage unless the loss or damage is otherwise excluded or limited in this Coverage Form.

4. Additional Coverages

No Deductible applies to these Additional Coverages unless specifically stated below.

a. Construction Forms And Scaffolding

- (1) We will pay for direct physical loss or damage to construction forms and scaffolding used by you at the "project site" if the loss or damage is caused by or results from a Covered Cause of Loss.
- (2) We will pay for the cost of reassembling construction forms or re-erecting scaffolding used by you at the "project site" if the loss or damage to the forms or scaffolding is caused by or results from a Covered Cause of Loss.

The most we will pay under this Additional Coverage is the amount shown in the Supplemental Declarations for Construction Forms And Scaffolding.

b. Valuable Papers and Records

We will pay for direct physical loss or damage to "valuable papers and records" caused by or resulting from a Covered Cause of Loss.

The value will be based on the blank materials for reproducing the records and labor to transcribe or copy the records when there is a duplicate. When there is no duplicate, we will pay the costs to research, replace, restore or reproduce the lost information on lost or damaged "valuable papers and records".

The most we will pay under this Additional Coverage is the amount shown in the Supplemental Declarations for Valuable Papers And Records.

c. Outdoor Trees, Shrubs, Plants And Lawns

We will pay for direct physical loss or damage to outdoor trees, shrubs, plants and lawns if the loss or damage is caused by or results from a Covered Cause of Loss.

The most we will pay under this Additional Coverage is the amount shown in the Supplemental Declarations for Outdoor Trees, Shrubs, Plants And Lawns.

d. Debris Removal

We will pay your expenses to remove debris of Covered Property caused by or resulting from a Covered Cause of Loss that occurs during the policy period. The expenses will be paid only if they are reported to us in writing within 180 days of the date of direct physical loss or damage.

The most we will pay under this Additional Coverage is 50% of:

- (1) The amount we pay for the direct physical loss or damage to Covered Property; plus
- (2) The deductible in this policy applicable to that loss or damage;

not to exceed the amount shown in the Supplemental Declarations for Debris Removal.

This Additional Coverage does not apply to costs to extract "pollutants" from land or water or to remove, restore or replace polluted land or water.

e. Pollutant Clean-Up And Removal

We will pay your expenses to extract "pollutants" from land or water at the "project site" if the discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused by or results from a Covered Cause of Loss that occurs during the policy period. The expenses will be paid only if they are reported to us in writing within 180 days of the date on which the Covered Cause of Loss occurs.

This Additional Coverage does not apply to costs to test for, monitor or assess the existence, concentration or effects of "pollutants". But we will pay for testing performed in the course of extracting the "pollutants" from the land or water.

The most we will pay at each "project site" under this Additional Coverage is the amount shown in the Supplemental Declarations for Pollutant Clean-Up And Removal for the sum of all such expenses arising out of Covered Causes of Loss occurring during each separate 12 month period of this policy.

f. Fire Department Service Charge

When the fire department is called to save or protect Covered Property from a Covered Cause of Loss, we will pay for your liability for the fire department service charges:

- (1) Assumed by contract or agreement prior to loss; or
- (2) Required by local ordinance or law.

The most we will pay under this Additional Coverage is the amount shown in the Supplemental Declarations for Fire Department Service Charge.

g. Cost To Refill Fire Protection Devices

We will pay the cost to refill fire protection devices which are discharged as a result of a Covered Cause of Loss. This Additional Coverage does not apply to periodic recharge or refilling.

The most we will pay at each "project site" under this Additional Coverage is the amount shown in the Supplemental Declarations for Cost To Refill Fire Protective Devices.

h. Preservation Of Property

If it is necessary to move Covered Property from a "project site" described in the Declarations to preserve it from loss or damage by a Covered Cause of Loss, we will pay for any direct physical loss of or damage to that property:

- (1) While it is being moved or while temporarily stored at another location; and
- (2) Only if the loss or damage occurs within 30 days after the property is first moved.

This Additional Coverage is part of, and not in addition to, the Limit of Insurance applicable to the Covered Property.

i. Reward

At our option, we may reimburse you for rewards you pay, other than to you, your partners or officers, for information leading to the conviction of any one or more persons responsible for loss or damage covered under this Coverage Form. We will be the sole judge as to the payment and amount of the reimbursement.

The most we will pay under this Additional Coverage is the amount shown in the Supplemental Declarations for Rewards.

B. EXCLUSIONS

1. We will not pay for loss or damage caused directly or indirectly by or resulting from any of the following. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss.

a. Governmental Action

Seizure or destruction of property by order of governmental authority. But we will pay for loss or damage caused by or resulting from acts of destruction ordered by governmental authority and taken at the time of a fire to prevent its spread, if the fire would be covered under this Coverage Form.

b. Nuclear Hazard

Nuclear reaction or radiation, or radioactive contamination, however caused.

But if nuclear reaction or radiation, or radioactive contamination, results in fire, we will pay for the loss or damage caused by that fire.

c. War And Military Action

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force including action in hindering or defending against an actual or expected attack by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

d. Earth Movement

(1) Any earth movement (other than "sinkhole collapse"), such as an earthquake, landslide, mine subsidence or earth sinking, rising or shifting. But if earth movement results in fire or explosion, we will pay for the loss or damage caused by that fire or explosion.

(2) Volcanic eruption, explosion or effusion. But if volcanic eruption, explosion or effusion results in fire, building glass breakage or "volcanic action", we will pay for the loss or damage caused by fire, building glass breakage or "volcanic action".

All volcanic eruptions that occur within any 168-hour period will constitute a single volcanic eruption. The expiration of this policy will not reduce the 168-hour period.

This exclusion does not apply to property in transit.

e. Flood

(1) Flood, surface water, waves, tides, tidal waves, overflow of any body of water, or their spray, all whether driven by wind or not;

(2) Mudslide or mud flow.

But if flood, as described in paragraphs (1) and (2) above, results in fire, explosion or sprinkler leakage, we will pay for the loss or damage caused by that fire, explosion or sprinkler leakage.

This exclusion does not apply to property in transit.

f. Ordinance Or Law

The enforcement of any ordinance or law:

(1) Regulating the construction, use or repair of any property; or

(2) Requiring the tearing down of any property, including the cost of removing its debris.

This exclusion, Ordinance or Law, applies whether the loss or damage results from:

(1) An ordinance or law that is enforced even if the property has not been damaged; or

(2) The increased costs incurred to comply with ordinance or law in the course of construction, repair, renovation, remodeling or demolition of property, or removal of its debris, following a physical loss to that property.

2. We will not pay for loss or damage caused directly or indirectly by or resulting from any of the following:

a. Delay, loss of use, loss of contract, loss of market or any other "consequential loss";

b. Dishonest or criminal acts by you, any of your partners, "employees", directors, trustees, authorized representatives or anyone to whom you entrusted the property for any purpose:

(1) Acting alone or in collusion with others; or

(2) Whether or not occurring during the hours of employment.

This exclusion does not apply to:

(1) Acts of destruction by your "employees", except theft by "employees" is not covered; or

(2) Acts committed by carriers for hire or anyone claiming to be a carrier for hire;

c. Unexplained disappearance;

d. Shortage found upon taking inventory;

e. Rain, snow, ice or sleet, all whether or not driven by wind, unless Covered Property at the time of loss or damage was located within a fully enclosed structure, and then only for such loss or damage that is caused by a Covered Cause of Loss or not otherwise excluded.

But we will pay for direct loss or damage to Covered Property due to collapse of a building or structure caused by weight of rain, snow, ice or sleet;

f. Penalties for noncompliance of, or delay in completion of, any contract or failure to comply with contract conditions;

- g. Water, other liquids, powder or molten material that leaks or flows from plumbing, heating, air conditioning or other equipment (except fire protective systems) caused by or resulting from freezing, unless:
 - (1) You do your best to maintain heat in the building or structure; or
 - (2) You drain the equipment and shut off the supply if the heat is not maintained;
 - h. Discharge, dispersal, seepage, migration, release or escape of "pollutants" unless the discharge, dispersal, seepage, migration, release or escape is itself caused by any of the "specified causes of loss". But if the discharge, dispersal, seepage, migration, release or escape of "pollutants" results in a "specified causes of loss", we will pay for the loss or damage caused by the "specified cause of loss"; or
 - i. Testing, start-up, commissioning, examination or trial of Covered Property such as boilers, ovens, stoves, turbines, pumps, process equipment or equipment of a similar nature to prove their ability or function. This includes any form of testing making use of feedstock, including operational tests, performance tests, or other tests performed in conjunction with such testing. This exclusion does not apply to "electrical testing", "mechanical testing", "pneumatic testing" or "hydrostatic testing" used in the start-up and testing of building systems that are intended to service a building.
3. We will not pay for loss or damage caused directly or indirectly by or resulting from any of the following. But if an excluded cause of loss that is listed in 3.a. through 3.d. below results in a Covered Cause of Loss, we will pay for the loss or damage caused by that Covered Cause of Loss.
- a. Weather conditions. But this exclusion only applies if weather conditions contribute in any way with a cause or event excluded in paragraph B.1. to produce the loss or damage.
 - b. Acts or decisions, including the failure to act or decide, of any person, group, organization or a governmental body.
 - c. Faulty, inadequate or defective:
 - (1) Planning, zoning, development, surveying, siting;
 - (2) Design, specifications, workmanship, repair, construction, renovation, remodeling, grading, compaction;
 - (3) Materials used in repair, construction, renovation or remodeling; or
 - (4) Maintenance
 of all or part of any property wherever located.
 - d. Wear and tear; marring; scratching; gradual deterioration; rust; corrosion; dampness; changes in or extremes of temperature; nesting or infestation, or discharge or release of waste products or secretions, by insects, birds, rodents or other animals; settling, cracking, shrinking or expansion of walls, sidewalks, driveways, patios, floors or ceilings.

C. LIMITS OF INSURANCE

The most we will pay for loss or damage in any one occurrence is the applicable Limit of Insurance for each coverage shown in the Declarations.

D. DEDUCTIBLE

We will not pay for loss or damage in any one occurrence until the amount of loss or damage exceeds the applicable Deductible shown in the Declarations. We will then pay the amount of loss or damage in excess of the Deductible, up to the applicable Limit of Insurance.

E. ADDITIONAL CONDITIONS

The following conditions apply in addition to the Commercial Inland Marine Conditions and the Common Policy Conditions.

1. Coverage Territory

We will cover property wherever located within the United States of America (including its territories and possessions), Puerto Rico and Canada.

2. When Coverage Begins And Ends

We will cover from the time the Covered Property is at risk starting on or after the time this coverage begins, but we will not provide coverage after the earliest of the following:

- a. After the owner or buyer accepts the property;
- b. When your interest ceases;
- c. When you abandon the "project site" with no intention to complete it;
- d. When the policy expires or is canceled;
- e. Beyond 90 days after the completion of the project at the "project site"; or
- f. When the Builders Risk Coverage is specified in the Policy Declarations, 60 days after the property is occupied in whole or in part, or put to its intended use.

If there are multiple "project sites" or structures, the termination of coverage will apply separately to each "project site" or structure.

3. Impairment Of Recovery Rights

If any act or agreement of yours after loss impairs your right to recover from others, we will not cover the loss or damage, nor will we cover any loss or damage which you settle or compromise without our written consent.

4. Liberalization Clause

If we adopt any revision that would broaden the coverage under this Coverage Form without additional premium within 60 days prior to or during the policy period, the broadened coverage will immediately apply to this Coverage Form.

5. Mortgage Holders

- a. The term mortgage holders includes trustee.
- b. We will pay for covered loss or damage to buildings or structures to each mortgage holder shown in the Declarations in their order of precedence, as interests may appear.
- c. The mortgage holder has the right to receive loss payment even if the mortgage holder has started foreclosure or similar action on a building or structure insured under this policy.
- d. If we deny your claim because of your acts or because you have failed to comply with the terms of this Coverage Form, the mortgage holder will still have the right to receive loss payment if the mortgage holder:
 - (1) Pays the premium due under this Coverage Form at our request if you have failed to do so;
 - (2) Submits a signed, sworn proof of loss within 60 days after receiving notice from us of your failure to do so; and
 - (3) Has notified us of any change in ownership, occupancy or substantial change in the risk known to the mortgage holder.

All of the terms of this Coverage Form will then apply directly to the mortgage holder.

- e. If we pay the mortgage holder for any loss or damage and deny payment to you because of your acts or because you have failed to comply with the terms of this Coverage Form:
 - (1) The mortgage holder's rights under the mortgage will be transferred to us to the extent of the amount we pay; and
 - (2) The mortgage holder's right to recover the full amount of the mortgage holder's claim will not be impaired.At our option, we may pay to the mortgage holder the whole principal on the mortgage plus any accrued interest. In this event, your mortgage and note will be transferred to us and you will pay your remaining mortgage debt to us.
- f. If we cancel this Policy, we will give written notice to the mortgage holder at least:
 - (1) 10 days before the effective date of cancellation if we cancel for your nonpayment of premium; or
 - (2) 30 days before the effective date of the cancellation if we cancel for any other reason.

- g. If we do not renew this policy, we will give written notice to the mortgage holder at least 10 days before the expiration date of this policy.

6. Interest Of Subcontractors, Sub-Subcontractors And Suppliers

We cover the interest which your subcontractors, your sub-subcontractors and your suppliers have in the Covered Property, but only while such property is situated at the "project site" of the insured. This condition does not impair any right of subrogation we would otherwise have.

F. DEFINITIONS

1. "Consequential loss" means a loss which arises out of direct damage to property. This includes, but is not limited to, loss of business income and loss of rents.
2. "Employee" means any natural person:
 - a. While in your service and for 30 days after termination of service; and
 - b. Whom you compensate directly by salary, wages or commissions; and
 - c. Whom you have the right to direct and control while performing services for you; or
 - d. Employed by an employment contractor while that person is subject to your direction and control and performing services for you, excluding, however, any such person while having care and custody of property outside the premises.

"Employee" does not mean any:

- a. Agent, broker, factor, commission merchant, consignees, independent contractor or representative of the same general character; or
 - b. Director or trustee except while performing acts coming within the scope of the usual duties of an "employee".
3. "Electrical testing" means the testing of systems that are operated by electricity, excluding service equipment and service conductors, electrical systems greater than 600 volts nominal and electrical systems that are greater than single phase.
 4. "Hydrostatic testing" means testing through the use of water or other fluids, which are processed through the machinery or system being tested.
 5. "Mechanical testing" means testing of moving parts of equipment and components, which are part of the buildings or structures insured, by operation of such equipment or components.
 6. "Money" means:
 - a. Currency, coins and bank notes in current use and having a face value; and
 - b. Traveler checks, registered or certified checks and money orders held for sale to the public.
 7. "Operations" means the type of your business activities occurring at the "project site".
 8. "Pneumatic testing" means testing through the use of compressed air or other gas to fill test cavities which is processed through the machinery or system being tested.
 9. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
 10. "Project site" means one or more premises described in the Declarations where the Covered Property will be permanently located at the completion of the construction, installation or erection of the Covered Property.
 11. "Securities" means negotiable and non-negotiable instruments or contracts representing either "money" or other property and includes:
 - a. Tokens, tickets, revenue and other stamps or unused value (whether represented by actual stamps or unused value in a meter) in current use; and
 - b. Evidences of debt issued in connection with credit or charge cards, which cards are not issued by you;But "securities" does not include "money".

12. "Sinkhole collapse" means sudden sinking or collapse of the land into underground empty space created by the action of water on limestone or similar rock formations. "Sinkhole collapse" does not include the cost of filling sinkholes or the collapse of land into manmade underground cavities.
13. "Specified causes of loss" means:
- a. Fire;
 - b. Lightning;
 - c. Explosion;
 - d. Windstorm or hail;
 - e. Aircraft or vehicles;
 - f. Riot or civil commotion;
 - g. Vandalism;
 - h. Leakage from fire extinguishing equipment;
 - i. "Sinkhole collapse";
 - j. "Volcanic action";
 - k. Falling objects, which does not include loss or damage to:
 - (1) Personal property in the open;
 - (2) The interior of a building or structure, or property inside a building or structure, unless the roof or an outside wall of the building or structure is first damaged by a falling object;
 - l. Weight of snow, ice or sleet; or
 - m. Water damage, meaning accidental discharge or leakage of water or steam as the direct result of the breakage apart or cracking of any part of a system or appliance containing water or steam.
14. "Valuable papers and records" means inscribed, printed or written documents, manuscripts or records, including abstracts, books, deeds, drawings, films, maps or mortgages. However, "valuable papers and records" does not mean:
- a. "Money" or "securities";
 - b. Converted data;
 - c. Programs or instructions used in your data processing operation, including the materials on which the data is recorded.
15. "Volcanic action" means direct loss or damage resulting from the eruption of a volcano when the loss or damage is caused by:
- a. Airborne volcanic blast or airborne shock waves;
 - b. Ash, dust or particulate matter; or
 - c. Lava flow.

"Volcanic action" does not include the cost to remove ash, dust, particulate matter that does not cause direct physical loss or damage to the "project site".



Earth Movement Coverage – Policy Year Limit

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

BUILDERS RISK AND INSTALLATION COVERAGE FORM

SCHEDULE	
1	1601 EMPIRE DR, LOUISVILLE, CO 80027
Loc #	Address
Per Policy Year Limit of Insurance:	\$ 26,200,000
Earth Movement Sublimit of Insurance:	\$ 26,200,000
Earth Movement Coverage Deductible:	\$ 50,000 ; OR
_____ % of the total value at risk at the time of loss or damage at the "project site", but not less than \$ _____	

- A. When a specific Earth Movement Sublimit of Insurance is indicated in the Schedule, Exclusion 1.d. **Earth Movement** does not apply.
- B. The following is added to Section C. **LIMITS OF INSURANCE**:
 1. The most we will pay for loss or damage to Covered Property at the "project site" caused directly or indirectly by earth movement in any one occurrence is the Earth Movement Sublimit of Insurance shown in the Schedule.
 2. The most we will pay for loss of or damage to Covered Property at the "project site" caused directly or indirectly by earth movement in any one policy year is the Policy Year Limit of Insurance shown in the Schedule. This is regardless of the number of occurrences or the number of "project sites" or other locations involved. Any amount paid for loss or damage for each claim will reduce the amount of the Policy Year Limit of Insurance available for payment of loss or damage for any claim caused directly or indirectly by earth movement.
 3. Each policy year:
 - a. Begins with the inception or anniversary date of this policy; and
 - b. Ends at the expiration or at the next anniversary date of this policy.
 4. Any payment under this endorsement will not increase the Limit of Insurance at the "project site" described in the Declarations or Schedule.
- C. The following is added to Section D. **DEDUCTIBLE**:
 1. When the Earth Movement Coverage Deductible is shown as a dollar amount in the Schedule, we will not pay for loss to Covered Property until the amount of the loss exceeds this Deductible. We will then pay the amount of loss in excess of this Deductible up to the Earth Movement Sublimit of Insurance shown in the Schedule.

2. When the Earth Movement Coverage Deductible is shown as a percentage in the Declarations, the Deductible amount will be the amount determined by multiplying the percentage shown in the Schedule by the "project site" total values at the risk at the time of loss or damage. But this Deductible will not be less than the minimum Deductible amount shown in the Schedule.

We will not pay for loss to Covered Property at the "project site" caused directly or indirectly by earth movement until the amount of the loss exceeds the applicable Earth Movement Coverage Deductible shown in the Schedule. We will then pay the amount of loss or damage in excess of the Deductible up to the Earth Movement Sublimit of Insurance shown in the Schedule.

D. The earth movement Covered Cause of Loss includes:

1. Any earth movement, such as an earthquake, landslide, mine subsidence or earth sinking, rising or shifting;
2. Volcanic eruption, explosion or effusion.

All volcanic eruptions that occur within any 168 hour period will constitute a single occurrence. The expiration of this policy will not reduce the 168 hour period.

All other terms, conditions, provisions and exclusions of this policy remain the same.



Flood Coverage – Policy Year Limit

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

BUILDERS RISK AND INSTALLATION COVERAGE FORM

SCHEDULE	
1	1601 EMPIRE DR, LOUISVILLE, CO 80027
Loc #	Address
Per Policy Year Limit of Insurance:	\$ 26,200,000
Flood Sublimit of Insurance:	\$ 26,200,000
Flood Coverage Deductible:	\$ _____ ; OR
5	% of the total value at risk at the time of loss or damage at the "project site", but not less than \$ 250,000

- A. When a specific Flood Sublimit of Insurance is indicated in the Schedule, Exclusion 1.e. **Flood** does not apply.
- B. The following is added to Section C. **LIMITS OF INSURANCE**:
 1. The most we will pay for loss of or damage to Covered Property at the "project site" caused directly or indirectly by flood in any one occurrence is the Flood Sublimit of Insurance shown in the Schedule.
 2. The most we will pay for loss of or damage to Covered Property at the "project site" caused directly or indirectly by flood in any one policy year is the Policy Year Limit of Insurance shown in the Schedule. This is regardless of the number of occurrences or the number of "project sites" or other locations involved. Any amount paid for loss or damage for each claim will reduce the amount of the Policy Year Limit of Insurance available for payment of loss or damage for any other claim caused directly or indirectly by flood.
 3. Each policy year:
 - a. Begins with the inception or anniversary date of this policy; and
 - b. Ends at the expiration or at the next anniversary date of this policy.
 4. We will not pay for any loss or damage caused by or resulting from any flood that begins before or within 72 hours after the inception of this endorsement. If you request and we provide an increase in the stated Flood Limit of insurance, the increase will not apply to loss or damage from any flood that begins before or within 72 hours after your request was made.

If the flood is due to the overflow of inland or tidal waters, then flood is considered to begin when the water first overflows its banks.
 5. Any payment under this endorsement will not increase the Limit of Insurance at the "project site" described in the Declarations or Schedule.

C. The following is added to Section D. DEDUCTIBLE:

1. When the Flood Coverage Deductible is shown as a dollar amount in the Schedule, we will not pay for loss to Covered Property until the amount of the loss exceeds this Deductible. We will then pay the amount of loss in excess of this Deductible up to the Flood Sublimit of Insurance shown in the Schedule.
2. When the Flood Coverage Deductible is shown as a percentage in the Schedule, the Deductible amount will be the amount determined by multiplying the percentage shown in the Schedule by the "project site" total values at risk at the time of loss or damage. But this Deductible will not be less than the minimum Deductible amount shown in the Schedule.

We will not pay for loss to Covered Property at the "project site" caused directly or indirectly by flood until the amount of the loss or damage exceeds the applicable Flood Coverage Deductible shown in the Schedule. We will then pay the amount of loss or damage in excess of the Deductible up to the Flood Sublimit of Insurance shown in the Schedule.

D. The flood Covered Cause of Loss includes:

1. Flood, surface water, waves, tides, tidal waves, overflow of any body of water, or their spray, all whether driven by wind or not;
2. Mudslide or mud flow.

All other terms, conditions, provisions and exclusions of this policy remain the same.



Soft Costs Coverage

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

BUILDERS RISK AND INSTALLATION COVERAGE FORM

The following is added to Section A. **COVERAGES**, Paragraph 4. **Additional Coverages**:

Soft Costs

(1) Coverage

We will pay for those soft costs listed below which would not have been otherwise incurred except for a delay in the anticipated completion date of the project described in the Declarations. This delay must be caused by or result from a Covered Cause of Loss to Covered Property.

Soft costs means only those expenses over and above the expenses you would have incurred relating to the project at the "project site" if there had been no loss. We will pay only for the following types of expenses:

- (a) Advertising and promotional expense;
- (b) Interest on construction loans;
- (c) Architects, engineers and consultants fees;
- (d) Real estate and property tax assessments;
- (e) Commissions or fees for the renegotiations of leases;
- (f) Insurance premiums;
- (g) Legal and accounting fees; and
- (h) Fees for licenses and permits.

The most we will pay for this Additional Coverage in any one occurrence is the amount shown in the Supplemental Declarations for Soft Costs.

(2) The time period for which we will pay for soft costs:

- (a) Begins after the delay in completion of the project exceeds the Deductible Period shown in the Supplemental Declarations; and
- (b) Ends on the date when the property at the location you have reported to us should be repaired, rebuilt or replaced with reasonable speed and like kind and quality.

We will not pay for soft costs incurred during or prior to the Deductible Period.

(3) Additional Coverage Expense To Mitigate Loss

We will also pay any necessary expenses you incur that actually mitigate your soft costs, except expenses for which there is coverage elsewhere in this Coverage Form. We will pay for such expenses to the extent that they do not exceed the soft costs that otherwise would have been payable under this Coverage Form.

(4) Civil Authority

We will also pay for soft costs when the delay in the completion date of the project is caused by the action of a Civil Authority that prohibits access to the Covered Property due to direct physical loss or damage to property away from the "project site", but only if such loss or damage is caused by or resulting from a Covered Cause of Loss. This coverage is extended for a period of three consecutive weeks from the date of that action. However, this does not increase the Soft Costs Limit of Insurance shown in the Supplemental Declarations.

(5) The following Additional Exclusions apply to this Additional Coverage:

We will not pay for loss or damage caused directly or indirectly by or resulting from any of the following:

- (a) Interference by strikers or other persons affecting the rebuilding, repairing or replacing the Covered Property;
- (b) Suspension, lapse or cancellation of any lease, license, contract or order;
- (c) The unavailability of funds for repair or reconstruction;
- (d) The unavailability of subcontractors;
- (e) Improvements necessary to correct deficiencies in the original construction; or
- (f) Additional time required to repair or replace the Covered Property as a result of adverse weather conditions.

(6) With respect to soft cost coverage provided by this Additional Coverage, Section D. DEDUCTIBLE is replaced by the following:

Payment for soft costs will be limited to cost that occurs after the delay in the Anticipated Project Completion Date that exceeds the Deductible Period shown in the Supplemental Declarations. We will then pay only the soft costs you sustain, regardless of the expiration date of this policy, during that period of time that is reasonably needed to:

- (a) Repair;
- (b) Rebuild; or
- (c) Replace

lost or damaged Covered Property.

(7) The following Additional Conditions apply to this Additional Coverage:

- (a) We will reduce the amount of your soft costs payments to the extent you can, in the event of a loss or damage, resume your "operations" in whole or in part by:
 - (i) Making complete or partial use of the Covered Property;
 - (ii) Making use of other equipment supplies, machinery; and
 - (iii) Doing all that is reasonably possible to minimize the loss.
- (b) We will only pay for soft cost expenses for the period of time that would be required with reasonable speed and like kind and quality to rebuild or restore the damaged Covered Property. It is a condition of coverage that you have operated with reasonable speed to rebuild or restore the Covered Property.
- (c) The amount of soft cost expenses will be determined based on relevant sources of information including:
 - (i) Your financial records and accounting procedures;
 - (ii) Bills, invoices and other vouchers; and
 - (iii) Deeds, liens or contracts.

All other terms, provisions, conditions and exclusion of this policy remain the same.



Testing Coverage

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

BUILDERS RISK AND INSTALLATION COVERAGE FORM

A. The following is added to Section **A. COVERAGE**, Paragraph **4. Additional Coverages**:

Testing Coverage

- (1) We will pay for direct physical loss or damage to Covered Property at the "project site" caused by "testing".
- (2) No coverage is provided for loss or damage to:
 - (a) Catalysts; or
 - (b) Refractory linings and brickwork from the time of the first application of heat unless such loss or damage directly results from insured loss or damage to other Covered Property.
- (3) The most we will pay in any one occurrence for this Additional Coverage is the amount shown in the Declarations for Property while at the "project site".
- (4) **Additional Definition**

"Testing" means startup, commissioning, performance or operational testing of machinery, fixtures and equipment that will become a permanent part of the project site.

B. Section **B. EXCLUSIONS**, Paragraph **2.i.** is deleted.

All other terms, conditions, provisions and exclusions of this policy remain the same.



ZURICH[®]

Additional Coverage – Limited Coverage For “Fungus”, Wet Rot, Dry Rot And Bacteria

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

BUILDERS RISK AND INSTALLATION COVERAGE FORM

A. The following exclusion is added to Section **B. EXCLUSIONS**, Paragraph 1.:

"Fungus", Wet Rot, Dry Rot And Bacteria

Presence, growth, proliferation, spread or any activity of "fungus", wet or dry rot or bacteria.

But if "fungus", wet or dry rot or bacteria results in a "specified cause of loss", we will pay for the loss or damage caused by that "specified cause of loss".

This exclusion does not apply:

- (1) When "fungus", wet or dry rot or bacteria results from fire or lightning; or
- (2) To the extent that coverage is provided in the Additional Coverage – Limited Coverage For "Fungus", Wet Rot, Dry Rot And Bacteria with respect to loss or damage by a cause of loss other than fire or lightning.

B. The following is added to Section **A. COVERAGE** Paragraph 4. **Additional Coverages:**

Limited Coverage For "Fungus", Wet Rot, Dry Rot And Bacteria

- (1) The coverage described in (2) and (5) only applies when the "fungus", wet or dry rot or bacteria is the result of one or more of the following causes that occurs during the policy period and only if all reasonable means were used to save and preserve the property from further damage at the time of and after that occurrence:
 - (a) A "specified cause of loss" other than fire or lightning; or
 - (b) Flood, if the Flood Coverage Endorsement applies to the affected premises.
- (2) We will pay for loss or damage by "fungus", wet or dry rot or bacteria. As used in this Limited Coverage, the term loss or damage means:
 - (a) Direct physical loss or damage to Covered Property caused by "fungus", wet or dry rot or bacteria, including the cost of removal of the "fungus", wet or dry rot or bacteria;
 - (b) The cost to tear out and replace any part of the building or other property as needed to gain access to the "fungus", wet or dry rot or bacteria; and
 - (c) The cost of testing performed after removal, repair, replacement or restoration of the damaged property is completed, provided there is a reason to believe that "fungus", wet or dry rot or bacteria are present.
- (3) The coverage described under (2) of this Limited Coverage is limited to \$15,000. Regardless of the number of claims, this limit is the most we will pay for the total of all loss or damage arising out of all occurrences of "specified causes of loss" (other than fire or lightning) and Flood which take place in a 12-month period (starting with the beginning of the present annual policy period). With respect to a particular occurrence of loss which results in "fungus", wet or dry rot or bacteria, we will not pay more than a total of \$15,000 even if the "fungus", wet or dry rot or bacteria continues to be present or active, or recurs, in a later policy period.

- (4) The coverage provided under this Limited Coverage does not increase the applicable Limit of Insurance on any Covered Property. If a particular occurrence results in loss or damage by "fungus", wet or dry rot or bacteria, and other loss or damage, we will not pay more, for the total of all loss or damage, than the applicable Limit of Insurance on the affected Covered Property.

If there is covered loss or damage to Covered Property, not caused by "fungus", wet or dry rot or bacteria, loss payment will not be limited by the terms of this Limited Coverage, except to the extent that "fungus", wet or dry rot or bacteria causes an increase in the loss. Any such increase in the loss will be subject to the terms of this Limited Coverage.

- (5) The following, (5)(a) or (5)(b), applies only if Business Income and Extra Expense coverage applies to Covered Property at the "project site" described in the Declarations or Schedules and only if the delay in the completion date of your project satisfies all terms and conditions of the Business Income and Extra Expense coverage form:

(a) If the loss which resulted in "fungus", wet or dry rot or bacteria does not in itself necessitate a delay in the completion date of your project but such delay is necessary due to loss or damage to Covered Property caused by "fungus", wet or dry rot or bacteria, then our payment under Business Income and Extra Expense is limited to the amount of loss and/or expense sustained in a period of not more than 30 days. The days need not be consecutive.

(b) If a covered delay in the completion date of your project was caused by loss or damage other than "fungus", wet or dry rot or bacteria but remediation of "fungus", wet or dry rot or bacteria prolongs the "Period of Restoration", we will pay for loss and/or expense sustained during the delay (regardless of when such a delay occurs during the "Period of Restoration"), but such coverage is limited to 30 days. The days need not be consecutive.

C. The following is added to Section F. DEFINITIONS:

"Fungus" means any type or form of fungus, including mold or mildew, and any mycotoxins, spores, scents or by-products produced or released by fungi.

All other terms, conditions, provisions and exclusion of this policy remain the same.



Minimum Earned Premium

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

BUILDERS RISK AND INSTALLATION COVERAGE FORM

The following is added to Section E. **ADDITIONAL CONDITIONS:**

Minimum Earned Premium

If you cancel this policy prior to the expiration date shown in the Declarations or Schedules you must pay at least the Minimum Earned Premium shown in the Declarations or Schedules.

All other terms, conditions, provisions and exclusions of this policy remain the same.



Additional Insured Endorsement

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

BUILDERS RISK AND INSTALLATION COVERAGE FORM

When required by a written or oral contract, all owners; contractors and subcontractors of every tier; manufacturers; suppliers; architects and engineers are insured for their interest in the Covered Property while that Covered Property is at the "project site".

All other terms, conditions, provisions and exclusions of this policy remain the same.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CALCULATION OF PREMIUM

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
EQUIPMENT BREAKDOWN COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
MEDICAL PROFESSIONAL LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART

The following is added:

The premium shown in the Declarations was computed based on rates in effect at the time the policy was issued. On each renewal, continuation, or anniversary of the effective date of this policy, we will compute the premium in accordance with our rates and rules then in effect.



THIS DISCLOSURE IS ATTACHED TO AND MADE PART OF YOUR POLICY.

**DISCLOSURE OF IMPORTANT INFORMATION
RELATING TO TERRORISM RISK INSURANCE ACT**

SCHEDULE*

Premium attributable to risk of loss from certified acts of terrorism for lines of insurance subject to TRIA:

INCLUDED

*Any information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Disclosure of Premium

In accordance with the federal Terrorism Risk Insurance Act ("TRIA"), as amended, we are required to provide you with a notice disclosing the portion of your premium, if any, attributable to the risk of loss from terrorist acts certified under that Act for lines subject to TRIA. That portion of premium attributable is shown in the Schedule above. The premium shown in the Schedule above is subject to adjustment upon premium audit, if applicable.

B. Disclosure of Federal Participation in Payment of Terrorism Losses

The United States Government may pay a share of insured losses resulting from an act of terrorism. The federal share will decrease by 5% from 85% to 80% over a five year period while the insurer share increases by the same amount during the same period. The schedule below illustrates the decrease in the federal share:

January 1, 2015 – December 31, 2015 federal share: 85%

January 1, 2016 – December 31, 2016 federal share: 84%

January 1, 2017 – December 31, 2017 federal share: 83%

January 1, 2018 – December 31, 2018 federal share: 82%

January 1, 2019 – December 31, 2019 federal share: 81%

January 1, 2020 – December 31, 2020 federal share: 80%

C. Disclosure of \$100 Billion Cap on All Insurer and Federal Obligations

If aggregate insured losses attributable to terrorist acts certified under TRIA exceed \$100 billion in a calendar year (January 1 through December 31) and an insurer has met its deductible under the program, that insurer shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of Treasury.

D. Availability

As required by TRIA, we have made available to you for lines subject to TRIA coverage for losses resulting from acts of terrorism certified under TRIA with terms, amounts and limitations that do not differ materially from those for losses arising from events other than acts of terrorism.

E. Definition of Act of Terrorism under TRIA

TRIA defines "act of terrorism" as any act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act ("TRIA"), to be an act of terrorism. The Terrorism Risk Insurance Act provides that the Secretary of Treasury shall certify an act of terrorism:

1. To be an act of terrorism;
2. To be a violent act or an act that is dangerous to human life, property or infrastructure;

3. To have resulted in damage within the United States, or outside of the United States in the case of an air carrier (as defined in section 40102 of Title 49, United States Code) or a United States flag vessel (or a vessel based principally in the United States, on which United States income tax is paid and whose insurance coverage is subject to regulation in the United States), or the premises of a United States mission; and
4. To have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

No act may be certified as an act of terrorism if the act is committed as part of the course of a war declared by Congress (except for workers' compensation) or if losses resulting from the act, in the aggregate for insurance subject to TRIA, do not exceed \$5,000,000.



CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM

Insureds Name	Policy Number	Effective Date	Endorsement Number
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THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies your insurance:

COMMERCIAL INLAND MARINE COVERAGE PART

A. Cap on Losses From Certified Terrorism Losses

"Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with provisions of the federal Terrorism Risk Insurance Act ("TRIA"), to be an act of terrorism. The Terrorism Risk Insurance Act provides that the Secretary of Treasury shall certify an act of terrorism:

1. To be an act of terrorism;
2. To be a violent act or an act that is dangerous to human life, property or infrastructure;
3. To have resulted in damage within the United States, or outside of the United States in the case of an air carrier (as defined in section 40102 of Title 49, United States Code) or a United States flag vessel (or a vessel based principally in the United States, on which United States income tax is paid and whose insurance coverage is subject to regulation in the United States), or the premises of a United States mission; and
4. To have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

No act may be certified as an act of terrorism if the act is committed as part of the course of a war declared by Congress (except for workers' compensation) or if losses resulting from the act, in the aggregate for insurance subject to TRIA, do not exceed \$5,000,000.

If aggregate insured losses attributable to one or more "certified acts of terrorism" exceed \$100 billion in a calendar year (January 1 through December 31) and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of Treasury.

B. Application of Other Exclusions

The terms and limitations of a terrorism exclusion or any other exclusion, or the inapplicability or omission of a terrorism exclusion or any other exclusion, do not serve to create coverage which would otherwise be excluded, limited or restricted under this policy.

COMMERCIAL INLAND MARINE CONDITIONS

The following conditions apply in addition to the Common Policy Conditions and applicable Additional Conditions in Commercial Inland Marine Coverage Forms:

LOSS CONDITIONS

A. Abandonment

There can be no abandonment of any property to us.

B. Appraisal

If we and you disagree on the value of the property or the amount of loss, either may make written demand for an appraisal of the loss. In this event, each party will select a competent and impartial appraiser. The two appraisers will select an umpire. If they cannot agree, either may request that selection be made by a judge of a court having jurisdiction. The appraisers will state separately the value of the property and amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

1. Pay its chosen appraiser; and
2. Bear the other expenses of the appraisal and umpire equally.

If there is an appraisal, we will still retain our right to deny the claim.

C. Duties In The Event Of Loss

You must see that the following are done in the event of loss or damage to Covered Property:

1. Notify the police if a law may have been broken.
2. Give us prompt notice of the loss or damage. Include a description of the property involved.
3. As soon as possible, give us a description of how, when and where the loss or damage occurred.
4. Take all reasonable steps to protect the Covered Property from further damage, and keep a record of your expenses necessary to protect the Covered Property, for consideration in the settlement of the claim. This will not increase the Limit of Insurance. However, we will not pay for any subsequent loss or damage resulting from a cause of loss that is not a Covered Cause of Loss. Also, if feasible, set the damaged property aside and in the best possible order for examination.
5. You will not, except at your own cost, voluntarily make a payment, assume any obligation, or incur any expense without our consent.

6. As often as may be reasonably required, permit us to inspect the property proving the loss or damage and examine your books and records.

Also permit us to take samples of damaged and undamaged property for inspection, testing and analysis, and permit us to make copies from your books and records.

7. We may examine any insured under oath, while not in the presence of any other insured and at such times as may be reasonably required, about any matter relating to this insurance or the claim, including an insured's books and records. In the event of an examination, an insured's answers must be signed.
8. Send us a signed, sworn proof of loss containing the information we request to settle the claim. You must do this within 60 days after our request. We will supply you with the necessary forms.
9. Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or suit.
10. Cooperate with us in the investigation or settlement of the claim.

D. Insurance Under Two Or More Coverages

If two or more of this policy's coverages apply to the same loss or damage, we will not pay more than the actual amount of the loss or damage.

E. Loss Payment

1. We will give notice of our intentions within 30 days after we receive the sworn proof of loss.
2. We will not pay you more than your financial interest in the Covered Property.
3. We may adjust losses with the owners of lost or damaged property if other than you. If we pay the owners, such payments will satisfy your claim against us for the owners' property. We will not pay the owners more than their financial interest in the Covered Property.
4. We may elect to defend you against suits arising from claims of owners of property. We will do this at our expense.
5. We will pay for covered loss or damage within 30 days after we receive the sworn proof of loss if you have complied with all the terms of this Coverage Part and:
 - a. We have reached agreement with you on the amount of the loss; or
 - b. An appraisal award has been made.

6. We will not be liable for any part of a loss that has been paid or made good by others.

F. Other Insurance

1. You may have other insurance subject to the same plan, terms, conditions and provisions as the insurance under this Coverage Part. If you do, we will pay our share of the covered loss or damage. Our share is the proportion that the applicable Limit of Insurance under this Coverage Part bears to the Limits of Insurance of all insurance covering on the same basis.
2. If there is other insurance covering the same loss or damage, other than that described in 1. above, we will pay only for the amount of covered loss or damage in excess of the amount due from that other insurance, whether you can collect on it or not. But we will not pay more than the applicable Limit of Insurance.

G. Pair, Sets Or Parts

1. Pair Or Set

In case of loss or damage to any part of a pair or set we may:

- a. Repair or replace any part to restore the pair or set to its value before the loss or damage; or
- b. Pay the difference between the value of the pair or set before and after the loss or damage.

2. Parts

In case of loss or damage to any part of Covered Property consisting of several parts when complete, we will only pay for the value of the lost or damaged part.

H. Recovered Property

If either you or we recover any property after loss settlement, that party must give the other prompt notice. At your option, the property will be returned to you. You must then return to us the amount we paid to you for the property. We will pay recovery expenses and the expenses to repair the recovered property, subject to the Limit of Insurance.

I. Reinstatement Of Limit After Loss

The Limit of Insurance will not be reduced by the payment of any claim, except for total loss or damage of a scheduled item, in which event we will refund the unearned premium on that item.

J. Transfer Of Rights Of Recovery Against Others To Us

If any person or organization to or for whom we make payment under this Coverage Part has rights to recover damages from another, those rights are transferred to us to the extent of our payment. That person or organization must do everything necessary to secure our rights and

must do nothing after loss to impair them. But you may waive your rights against another party in writing:

1. Prior to a loss to your Covered Property.
2. After a loss to your Covered Property only if, at time of loss, that party is one of the following:
 - a. Someone insured by this insurance; or
 - b. A business firm:
 - (1) Owned or controlled by you; or
 - (2) That owns or controls you.

This will not restrict your insurance.

GENERAL CONDITIONS

A. Concealment, Misrepresentation Or Fraud

This Coverage Part is void in any case of fraud, intentional concealment or misrepresentation of a material fact, by you or any other insured, at any time, concerning:

1. This Coverage Part;
2. The Covered Property;
3. Your interest in the Covered Property; or
4. A claim under this Coverage Part.

B. Control Of Property

Any act or neglect of any person other than you beyond your direction or control will not affect this insurance.

The breach of any condition of this Coverage Part at any one or more locations will not affect coverage at any location where, at the time of loss or damage, the breach of condition does not exist.

C. Legal Action Against Us

No one may bring a legal action against us under this Coverage Part unless:

1. There has been full compliance with all the terms of this Coverage Part; and
2. The action is brought within 2 years after you first have knowledge of the direct loss or damage.

D. No Benefit To Bailee

No person or organization, other than you, having custody of Covered Property will benefit from this insurance.

E. Policy Period, Coverage Territory

We cover loss or damage commencing:

1. During the policy period shown in the Declarations; and
2. Within the coverage territory.

F. Valuation

The value of property will be the least of the following amounts:

1. The actual cash value of that property;

2. The cost of reasonably restoring that property to its condition immediately before loss or damage; or
3. The cost of replacing that property with substantially identical property.

In the event of loss or damage, the value of property will be determined as of the time of loss or damage.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COLORADO CHANGES – CONCEALMENT, MISREPRESENTATION OR FRAUD

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
EQUIPMENT BREAKDOWN COVERAGE PART
FARM COVERAGE PART – FARM PROPERTY – OTHER FARM PROVISIONS FORM – ADDITIONAL
COVERAGES, CONDITIONS, DEFINITIONS
FARM COVERAGE PART – LIVESTOCK COVERAGE FORM
FARM COVERAGE PART – MOBILE AGRICULTURAL MACHINERY AND
EQUIPMENT COVERAGE FORM

The **CONCEALMENT, MISREPRESENTATION OR FRAUD** Condition is replaced by the following:

CONCEALMENT, MISREPRESENTATION OR FRAUD

We will not pay for any loss or damage in any case of:

1. Concealment or misrepresentation of a material fact; or
 2. Fraud;
- committed by you or any other insured ("insured") at any time and relating to coverage under this policy.



Changes In Valuation Condition

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

COMMERCIAL INLAND MARINE CONDITIONS

General Condition **F. Valuation** is replaced by the following:

F. Valuation

In the event of loss or damage, the value of the Covered Property will be determined as of the time of the loss or damage.

We will pay the actual cost of repairing, replacing or rebuilding the Covered Property, whichever is less, with materials of like kind and quality, up to the applicable Limit of Insurance. The actual cost includes labor, reasonable profit and overhead, provided these costs are included in the applicable Limit of Insurance indicated in the Declarations or Schedule.

All other terms, conditions, provisions and exclusions of the policy remain the same.

COMMON POLICY CONDITIONS

All Coverage Parts included in this policy are subject to the following conditions.

A. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

C. Examination Of Your Books And Records

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

D. Inspections And Surveys

1. We have the right to:
 - a. Make inspections and surveys at any time;
 - b. Give you reports on the conditions we find; and
 - c. Recommend changes.
2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
 - a. Are safe or healthful; or
 - b. Comply with laws, regulations, codes or standards.
3. Paragraphs 1. and 2. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.
4. Paragraph 2. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

E. Premiums

The first Named Insured shown in the Declarations:

1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay.

F. Transfer Of Your Rights And Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COLORADO CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
 COMMERCIAL AUTOMOBILE COVERAGE PART
 COMMERCIAL GENERAL LIABILITY COVERAGE PART
 COMMERCIAL INLAND MARINE COVERAGE PART
 COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
 COMMERCIAL PROPERTY COVERAGE PART
 CRIME AND FIDELITY COVERAGE PART
 EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
 EQUIPMENT BREAKDOWN COVERAGE PART
 FARM COVERAGE PART
 FARM UMBRELLA LIABILITY POLICY
 LIQUOR LIABILITY COVERAGE PART
 PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

- A. Paragraph 2. of the **Cancellation** Common Policy Condition is replaced by the following:
2. If this policy has been in effect for less than 60 days, we may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - b. 30 days before the effective date of cancellation if we cancel for any other reason.
- B. The following is added to the **Cancellation** Common Policy Condition:
7. **Cancellation Of Policies In Effect For 60 Days Or More**
 - a. If this policy has been in effect for 60 days or more, or is a renewal of a policy we issued, we may cancel this policy by mailing through first-class mail to the first Named Insured written notice of cancellation:
 - (1) Including the actual reason, at least 10 days before the effective date of cancellation, if we cancel for nonpayment of premium; or
 - (2) At least 45 days before the effective date of cancellation if we cancel for any other reason.

We may only cancel this policy based on one or more of the following reasons:

 - (1) Nonpayment of premium;
 - (2) A false statement knowingly made by the insured on the application for insurance; or
 - (3) A substantial change in the exposure or risk other than that indicated in the application and underwritten as of the effective date of the policy unless the first Named Insured has notified us of the change and we accept such change.
- C. The following is added and supersedes any other provision to the contrary:
- NONRENEWAL**
- If we decide not to renew this policy, we will mail through first-class mail to the first Named Insured shown in the Declarations written notice of the nonrenewal at least 45 days before the expiration date, or its anniversary date if it is a policy written for a term of more than one year or with no fixed expiration date.
- If notice is mailed, proof of mailing will be sufficient proof of notice.
- D. The following condition is added:
- INCREASE IN PREMIUM OR DECREASE IN COVERAGE**
- We will not increase the premium unilaterally or decrease the coverage benefits on renewal of this policy unless we mail through first-class mail written notice of our intention, including the actual reason, to the first Named Insured's last mailing address known to us, at least 45 days before the effective date.

Any decrease in coverage during the policy term must be based on one or more of the following reasons:

1. Nonpayment of premium;
2. A false statement knowingly made by the insured on the application for insurance; or

3. A substantial change in the exposure or risk other than that indicated in the application and underwritten as of the effective date of the policy unless the first Named Insured has notified us of the change and we accept such change.

If notice is mailed, proof of mailing will be sufficient proof of notice.



SANCTIONS EXCLUSION ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

The following exclusion is added to the policy to which it is attached and supersedes any existing sanctions language in the policy, whether included in an Exclusion Section or otherwise:

SANCTIONS EXCLUSION

Notwithstanding any other terms under this policy, we shall not provide coverage nor will we make any payments or provide any service or benefit to any insured, beneficiary, or third party who may have any rights under this policy to the extent that such cover, payment, service, benefit, or any business or activity of the insured would violate any applicable trade or economic sanctions law or regulation.

The term policy may be comprised of common policy terms and conditions, the declarations, notices, schedule, coverage parts, insuring agreement, application, enrollment form, and endorsements or riders, if any, for each coverage provided. Policy may also be referred to as contract or agreement.

We may be referred to as insurer, underwriter, we, us, and our, or as otherwise defined in the policy, and shall mean the company providing the coverage.

Insured may be referred to as policyholder, named insured, covered person, additional insured or claimant, or as otherwise defined in the policy, and shall mean the party, person or entity having defined rights under the policy.

These definitions may be found in various parts of the policy and any applicable riders or endorsements.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED

Important Notice – In Witness Clause



In return for the payment of premium, and subject to the terms of this policy, coverage is provided as stated in this policy.

IN WITNESS WHEREOF, this Company has executed and attested these presents and, where required by law, has caused this policy to be countersigned by its duly Authorized Representative(s).

Nancy D. Mueller

President

James J. Kennedy

Corporate Secretary

QUESTIONS ABOUT YOUR INSURANCE? Your agent or broker is best equipped to provide information about your insurance. Should you require additional information or assistance in resolving a complaint, call or write to the following (please have your policy or claim number ready):

Zurich in North America
Customer Inquiry Center
1400 American Lane
Schaumburg, Illinois 60196-1056
1-800-382-2150 (Business Hours: 8am - 4pm [CT])
Email: info.source@zurichna.com



City Manager's Report

July 28, 2015

CITY OF LOUISVILLE
EXPENDITURE APPROVALS \$25,000.00 - \$49,999.99
MAY 2015

DATE	P.O. #	VENDOR	DESCRIPTION	AMOUNT
5/4/2015	92114	Via Mobility Services	2015 Transportation Services	\$36,680.00

Via Mobility Services is a non-profit organization that provides transportation and mobility options that enable older adults to live a more self-sufficient and independent life. On a daily basis, they pick up local older adults and bring them to the Recreation/Senior Center, grocery stores, doctor appts and other destinations within Boulder County. Their services are on-going with City fiscal support; \$36,680 has been allocated from the the 2015 budget. Via is a sole source provider of transportation in this capacity. They have provided services in Louisville for over 18 years.

**CITY OF LOUISVILLE
EXPENDITURE APPROVALS \$25,000.00 - \$49,999.99
JUNE 2015**

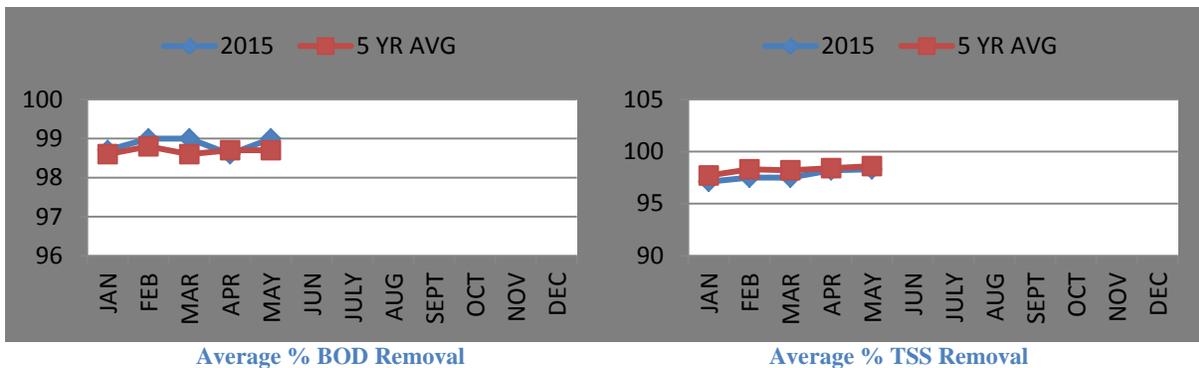
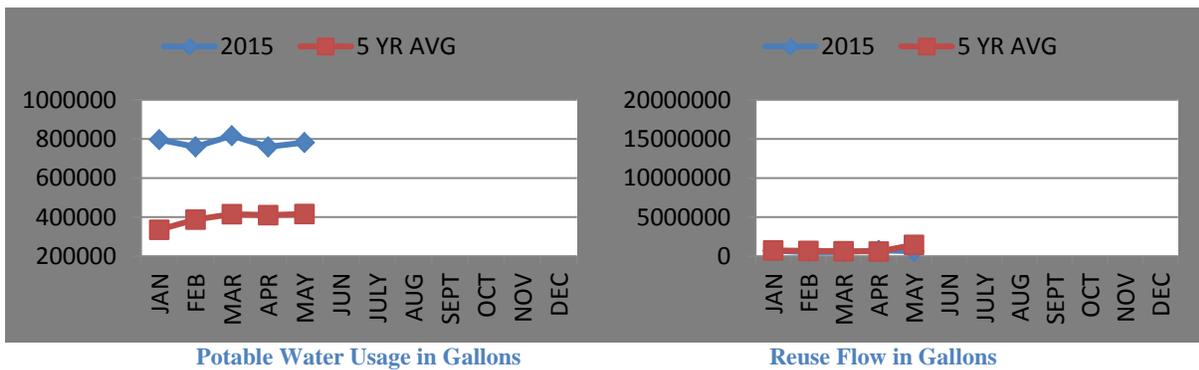
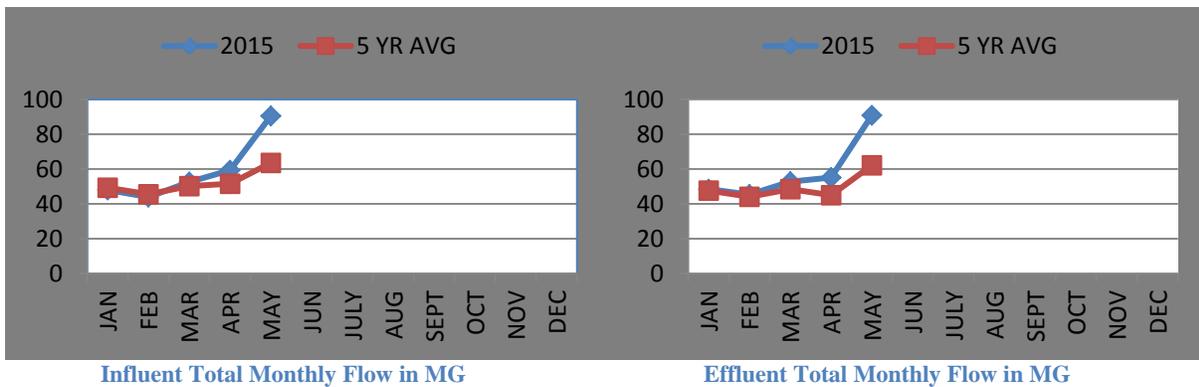
DATE	P.O. #	VENDOR	DESCRIPTION	AMOUNT
6/2/2015	92138	Colorado Mechanical Systems Inc.	Replace HVAC and Controls in Pre-Treatment Room at South Water Treatment Plant This was part of the approved CIP budget for 2015. Two bids were received from Westco and Colorado Mechanical Systems with CMS having the lowest bid.	\$41,800.00
6/11/2015	92149	Indigo Water Group LLC	Engineering Services to Provide a Level A Wastewater Operator Project to include the following: Task 1 - Provide Operator in Responsible Charge Task 2 - Update Operations Plan Task 3 - Data Tracking Spreadsheet Task 4 - Initial Laboratory Review	\$49,999.00
6/29/2015	92161	Invision GIS LLC	Lucity Software Implementation Services Invision GIS was the facilitator for an IGA between Lucity, Louisville, Lafayette and Estes Park that resulted in significant savings for Lucity licensing costs for the partners. They have provided a scope of work that incorporates the various budget components anticipated for 2015. Specific to Invision GIS is \$45,000 estimated for time and materials to implement the Lucity system.	\$45,000.00
6/29/2015	92164	John Elway Chevrolet	2015 Chevy 3/4 ton Truck - Forestry State bid was used to purchase this truck.	\$27,379.00
6/29/2015	92165	John Elway Chevrolet	2015 Chevy 3/4 ton Truck - Parks State bid was used to purchase this truck.	\$25,104.00

PUBLIC WORKS MONTHLY REPORT FOR MAY 2015

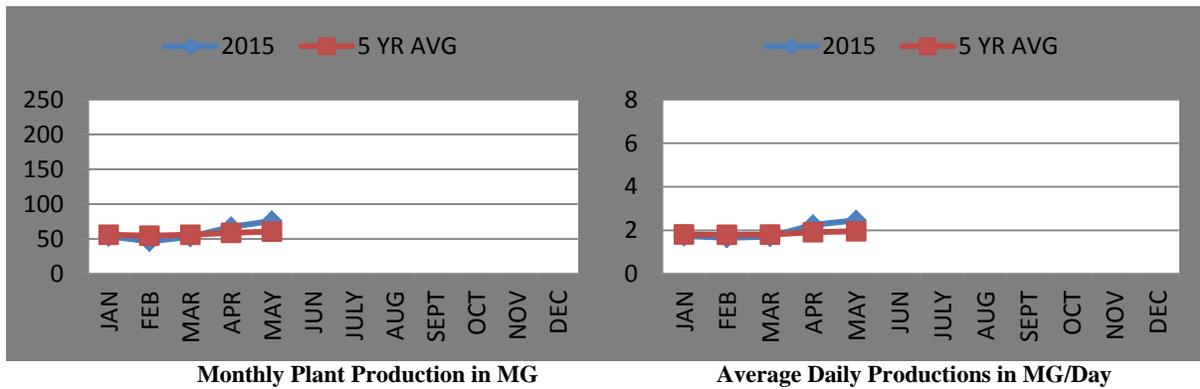
The mission of the Public Works Department is to provide high-quality, cost effective service to both our internal and external customers. The following are highlights of activities performed by the various divisions of the Public Works Department during the month of May 2015.

DIVISION ACTIVITIES/STATISTICS:

WASTEWATER PLANT DIVISION



WATER PLANT DIVISION



**Total Production Year to Date – 912.53 Acre Feet
 Million Gallons 297.39**

RAW WATER REPORT

Windy Gap Firing Project – The U.S. Bureau of Reclamation, Northern Water and its Municipal Subdistrict signed a new Windy Gap carriage contract. The U.S. Bureau of Reclamation issued a Record of Decision for the Project, enabling continued progress to design and construct Chimney Hollow Reservoir.

ENGINEERING DIVISION

Base Services

1. Staff is coordinating with Parks and Urban Drainage and Flood Control District on the Coal Creek Trail project under the BNSF bridge. Work has been completed.
2. Issued thirteen (13) Right-of-way/Overlot Grading Permits.

Development Projects

Public Works reviewed PUD referrals, civil plans, landscape plans, drainage reports and completed inspections for the following projects:

- Howard Berry Treatment Plant – Plans reviewed and issued comments to Engineer.
- Industrial Area Replat - Reviewed and issued comments to Planning Department.
- The Lanterns – Civil and landscape plans reviewed and approved for construction.
- North End Phase 3 – Civil Plans reviewed and comments issued to Engineer.
- North End Block 10 – Material submittals reviewed and approved.
- Hutchinson Corner – Material submittals reviewed and approved.
- DELO Phase 1 & 1A – Material submittal and pavement design reviewed and approved.
- 1960 Cherry Street – Reviewed Regional Pond Plan reviewed and approved.
- 1900 Cherry Street – Improvement inspections completed and issued Construction Acceptance.
- Louisville Middle School Track & Field (Artificial Turf) – Reviewed Proposal and comments issued to Engineer.

- 994 W. Dillon Rd – *Right in/Right out access plan reviewed and comments issued to Engineer.*
- 994 W. Dillon Rd., McCaslin Retail – *Development Application reviewed and comments issued to Planning Department.*
- 1240 Lafarge – *Development Application reviewed and comments issued to Planning Department.*

Capital Projects

1. 2015 Sanitary Sewer Project – Conducted preconstruction conference. Diaz Construction commenced work.
2. 2015 Concrete Replacement - Completed contract documents and advertised for bid.
3. 2015 Water Main Replacement – Bids received and recommendation issued to Council.
4. Stormwater Master Plan - JVA, Inc. issued 50% progress report. 95% report will be issued in May and final report in June. A public meeting was held to gather any other problem areas in town.

County Road Bridge Design - Consultant continues to address CDOT comments.

Dillon Road Bridge Repair Design - Consultant continues to address CDOT comments.

Lafayette – Louisville Boundary Area Drainage Improvements (Formerly A-2)

The project team has submitted the 90 percent drawings in late May. The project is on hold with Boulder County Land Use pending an easement from a private property owner. Staff is attending a biweekly design progress meeting with Lafayette, Urban Drainage and the consultant. The team is also coordinating with developer for DELO and the wastewater treatment plant project to coordinate timelines and project information.

St. Andrews & Dillon Road Signal Installation – The signal gets installed.



Wastewater Treatment Plant Design – The construction services contract was approved by Council on May 19 and the Notice of Award was issued on May 29.

Louisville/Superior Interconnect – Project design is complete and the construction services will be bid in the fall of 2015.

South Plant Sludge Drying Beds – Construction of the project was started. The contractor is currently excavating a location for the filtrate tank and placing structural backfill.

Eldorado Springs Raw Water Intake Design – Bids for the project were opened and evaluated, with award by Council scheduled for June 2. Financial reimbursement conversations with FEMA are continuing.

Miscellaneous

1. Staff attended coordination meetings with KICP.
2. Staff is continuing their efforts on updating the Design and Construction Standards.
3. Staff continues its review of the new CDPHE Stormwater MS4 permit and coordinating with KICP for issuance of comments.
4. Staff is working with the operations department on updating the City wide Utility Atlas.

Inspections were performed at:

- | | |
|---------------------------------|-------------------------|
| ➤ Hutchinson Corner Subdivision | ➤ North End Phase III |
| ➤ North End Block 10 | ➤ The Lanterns |
| ➤ 729 Johnson St. | ➤ 1960 Cherry Street |
| ➤ 2015 Sewer Line Replacement | ➤ City Service Facility |

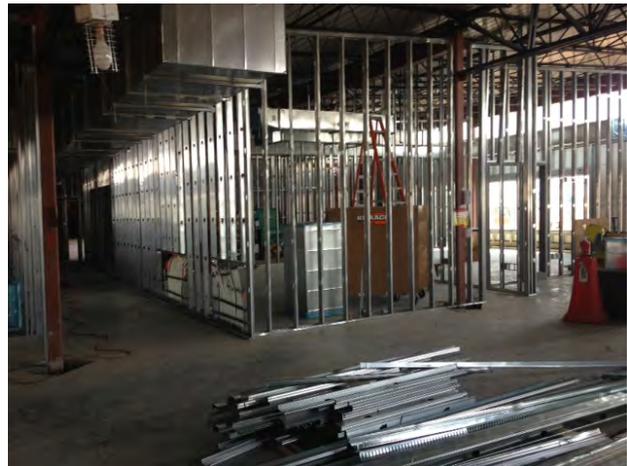
Facilities Project Summary for May 2015

Project	Status	Remark
CH Sprinkler	Complete	Full coverage fire sprinkler & inert gas for IT room
Museum - Tomeo House Cellar Door	Complete	Improve access to basement and keep animals out
Library entrance drain	Complete	Prevent flooding and icing
New City Services	Interior Concrete complete, Heated vehicle storage structural framing complete, furniture design in progress	Attending weekly meetings and reviewing submittals
South water plant pre-treatment room HVAC replacement	Awarded to Colorado Mechanical Systems	Replacement
Golf Course Clubhouse HVAC replacement	Scheduled for May	Replacement
North water plant flooring replacement	Scheduled for May	Vinyl and carpet replacement
Recreation Center Racquetball lighting – north court	Scheduled for May	LED lighting for court with motion sensor – south court complete
Facilities Interior Painting - 2015	Specification complete	Police & Court, Library, City Hall

A picture is worth a thousand words.....



City Services - Heated Vehicle Storage



City Services Admin. – Interior Framing

Public Works Operations Monthly Report for May 2015

In May, the Operations Division performed the following tasks:

247 Work orders completed
310 Utility locations
120 Pothole(s) repaired
541 Lane miles swept
271 Miles of snow plowed
0 Gallons of magnesium chloride applied for de-icing
0 Tons ice slicer used for de-icing
6 Signs repaired or replaced
0 Dump truck loads hauled to landfill
8 Dump truck loads of asphalt to recycle
0.00 Feet of sewer line TV'ed this month
0.00 Tons of Salt & Sand Mix used for de-icing
3,091.75 Feet of sewer line cleaning this month
0.00 Feet of sewer line root & grease cutting (Quarterly)
78,624.72 Total feet cleaned & cut for 2015
0 Install signs - non TCO
0 Traffic Control Orders (TCO) completed
4 New water meter(s) installed
5 Water meter(s) repaired or replaced
0 Emergency sewer backup response

Work performed for Utility Billing:

6,999 Water meters read
63 Door tags hung
85 Consumption check / 0 usage
71 Re-reads and finals
1 Delinquent water turn off / on

In addition to general maintenance tasks the crew typically perform, the Division also completed these special projects:

Operations continued the Flushing & Valve Exercising Program for the MID Zone this month.

Potholing and patching was on-going and a high priority as well.

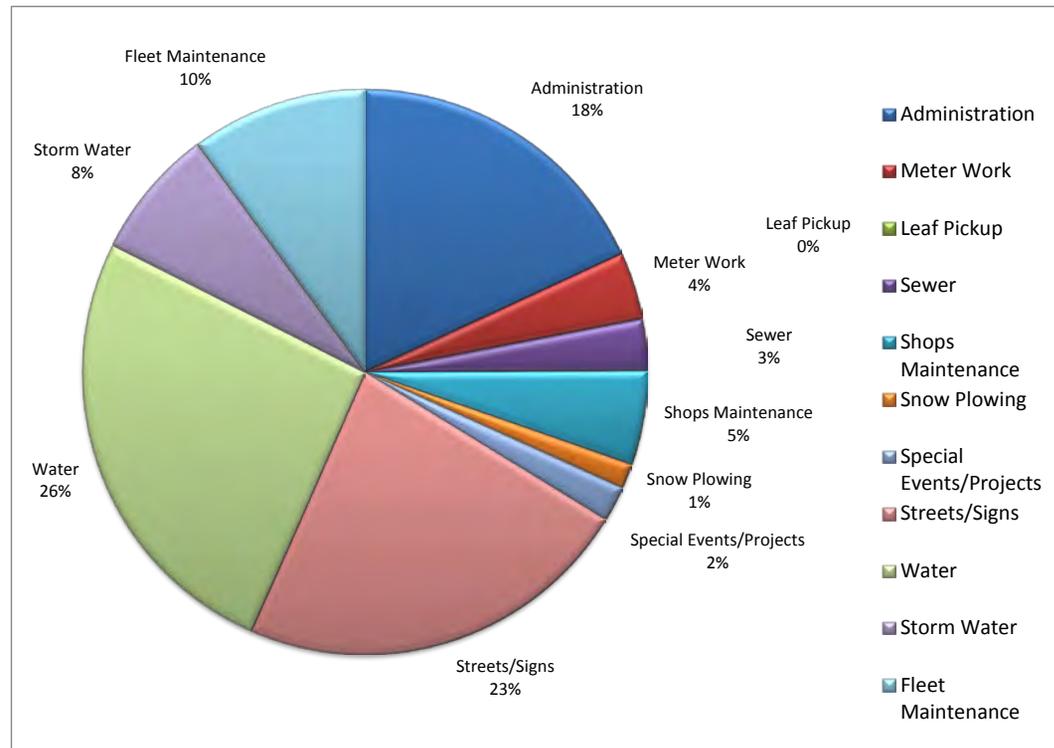
Storm Drainage Inspections and Reports were a focus for the start of spring rains.

Type of Work	Total Hours
Administration	400.50
Meter Work	85.00
Leaf Pickup	-
Sewer	65.00
Shops Maintenance	119.00
Snow Plowing	31.00
Special Events/Projects	44.75
Streets/Signs	505.75
Water	569.50
Storm Water	165.50
Fleet Maintenance	223.00
Total Manhours:	2,209.00

Total On/Call & Overtime Hours:	55.50
Total Paid Leave Hours:	219.68

Grand Total:	<i>Manhours:</i>	2209.00
	<i>OT/On-Call:</i>	55.50
	<i>Paid Leave:</i>	219.68
		2484.18

Total Hours from Timesheets:	2448.25
Total Unaccounted Hours:	-35.93
Total Unaccounted Percent:	-1%

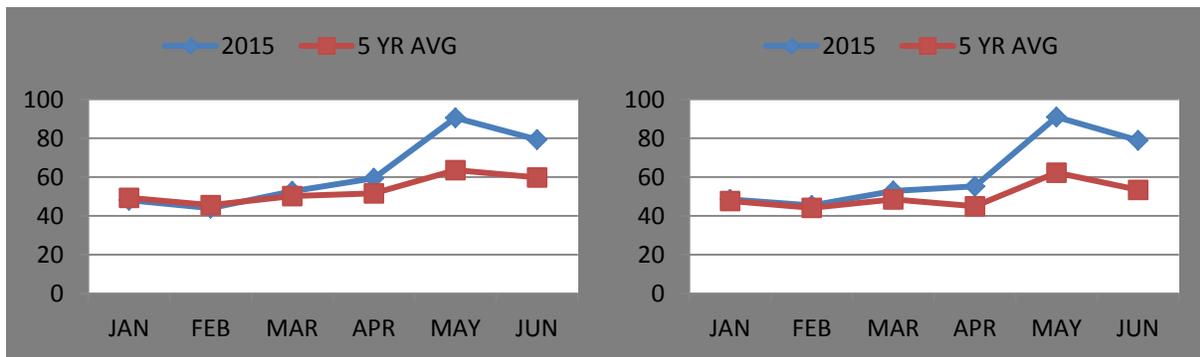


PUBLIC WORKS MONTHLY REPORT FOR JUNE 2015

The mission of the Public Works Department is to provide high-quality, cost effective service to both our internal and external customers. The following are highlights of activities performed by the various divisions of the Public Works Department during the month of May 2015.

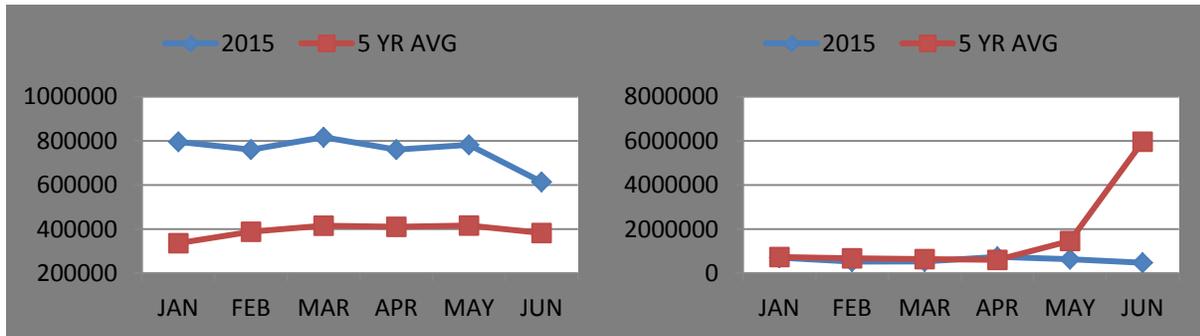
DIVISION ACTIVITIES/STATISTICS:

WASTEWATER PLANT DIVISION



Influent Total Monthly Flow in MG

Effluent Total Monthly Flow in MG



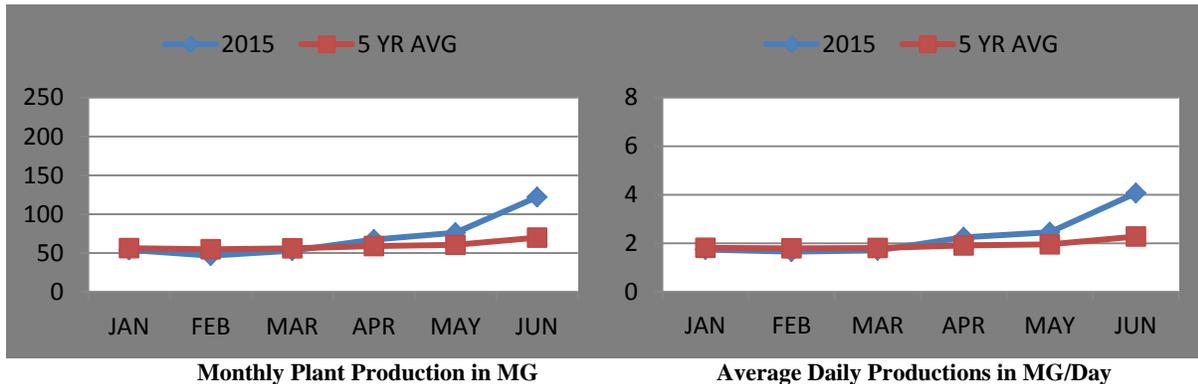
Potable Water Usage in Gallons

Reuse Flow in Gallons



Average % BOD Removal

Average % TSS Removal

WATER PLANT DIVISION

Total Production Year to Date – 1287.16 Acre Feet
 Million Gallons 419.49

RAW WATER REPORT

Windy Gap Firming Project – The U.S. Bureau of Reclamation, Northern Water and its Municipal Subdistrict signed a new Windy Gap carriage contract. The U.S. Bureau of Reclamation issued a Record of Decision for the Project, enabling continued progress to design and construct Chimney Hollow Reservoir.

ENGINEERING DIVISION**Base Services**

1. Issued twelve (12) Right-of-way/Overlot Grading Permits.

Development Projects

Public Works reviewed PUD referrals, civil plans, landscape plans, drainage reports and completed inspections for the following projects:

- The Lanterns – *Material Submittals reviewed and approved for construction.*
- North End Phase 3 – *Landscape Plans reviewed and comments issued to Developer.*
- North End Block 10 – *Material submittals reviewed and approved.*
- North End Phase 2, Block 12 – *Civil Plans and Material Submittals reviewed and approved. Conducted preconstruction conference.*
- Boulder Amplifiers – *Civil Plans and Drainage Report reviewed and comments issued to Engineer.*
- Core Area Detention Pond – *Revised construction plans & SWMP and issued comments to Developer.*
- DELO Phase 1 & 1A – *Material submittal and pavement design reviewed and approved. Reviewed density testing.*
- DELO Phase 2 - *Landscape Plans reviewed and comments issued to landscape architect.*
- WWTP – *Civil Plans/Drainage Report reviewed and issued comments to Engineer.*
- 1900 Taylor Ave. – *Information reviewed for construction acceptance. Constructed inspection of right of way irrigation system operation.*

- 2000 Taylor – *Development review and comments issued to Planning Dept.*
- 994 W. Dillon Rd., McCaslin Retail – *Development Application 2nd submittal, reviewed and comments issued to Planning Department.*

Capital Projects

1. 2015 Sanitary Sewer Project – Diaz Construction (70% complete). Completed sewer installation in alley behind City Hall and Johnson Street.
2. 2015 Concrete Replacement – Bid awarded to Noraa Concrete.
3. 2015 Water Main Replacement – Project is 60% complete. The contractor began replacing waterline in Lafarge Ave. between Lafayette St. and South St.
4. Stormwater Master Plan - JVA, Inc. issued 50% progress report. 95% report will be issued in May and final report in June. A public meeting was held to gather any other problem areas in town.

County Road Bridge Design - Consultant continues to address CDOT comments.

Dillon Road Bridge Repair Design - Consultant continues to address CDOT comments.

Lafayette – Louisville Boundary Area Drainage Improvements (Formerly A-2)

Phase I of the project is out to bid with bids due in late July. Phase II drawings will be complete in July and bid in August. Staff is attending a biweekly design progress meeting with Lafayette, Urban Drainage and the consultant. The team is also coordinating with developer for DELO and the wastewater treatment plant project to coordinate timelines and project information.

Wastewater Treatment Plant Design – Notice to Proceed was provided on June 15. MHW mobilized to the site and has relocated a water line and fire hydrant in preparation for excavation.

Louisville/Superior Interconnect – Project design is complete and the construction services will be bid in the fall of 2015.

South Plant Sludge Drying Beds – The majority of the construction activities for June were related to pouring the concrete floors and walls for the filtrate tank.

Eldorado Springs Raw Water Intake Design – Project is on hold pending resolution to the financial reimbursement conversations with FEMA.

St. Andrews & Dillon Road Signal Installation – The signal gets programmed.**Miscellaneous**

1. Staff attended coordination meetings with KICP.
2. Staff is continuing their efforts on updating the Design and Construction Standards.
3. Staff continues its review of the new CDPHE Stormwater MS4 permit and coordinating with KICP for issuance of comments.
4. Staff is working with the operations department on updating the City wide Utility Atlas.

Inspections were performed at:

- Hutchinson Corner Subdivision
- North End Block 10
- North End Block 12
- North End Phase 3
- 2015 Sewer Line Replacement
- 2015 Water Line Replacement
- City Services
- Lanterns
- 1960 Cherry Street
- Goddard School
- DELO Phase I
- 523 W. Cactus Ct.
- 712 Lincoln
- 836 Jefferson
- 1357 Caledonia
- 627 Pine

Public Works Operations Monthly Report for June 2015

In June, the Operations Division performed the following tasks:

262 Work orders completed
437 Utility locations
70 Pothole(s) repaired
572 Lane miles swept
0 Miles of snow plowed
0 Gallons of magnesium chloride applied for de-icing
0 Tons ice slicer used for de-icing
2 Signs repaired or replaced
0 Dump truck loads hauled to landfill
3 Dump truck loads of asphalt to recycle
0.00 Feet of sewer line TV'ed this month
0.00 Tons of Salt & Sand Mix used for de-icing
16,761.77 Feet of sewer line cleaning this month
0.00 Feet of sewer line root & grease cutting (Quarterly)
95,386.49 Total feet cleaned & cut for 2015
0 Install signs - non TCO
1 Traffic Control Orders (TCO) completed
6 New water meter(s) installed
4 Water meter(s) repaired or replaced
0 Emergency sewer backup response

Work performed for Utility Billing:

7,003 Water meters read
79 Door tags hung
35 Consumption check / 0 usage
60 Re-reads and finals
9 Delinquent water turn off / on

In addition to general maintenance tasks the crew typically perform, the Division also completed these special projects:

The Operations crew set up and participated in the Taste of Louisville - Touch a Truck Event.

Patching was on-going and a main priority this month.

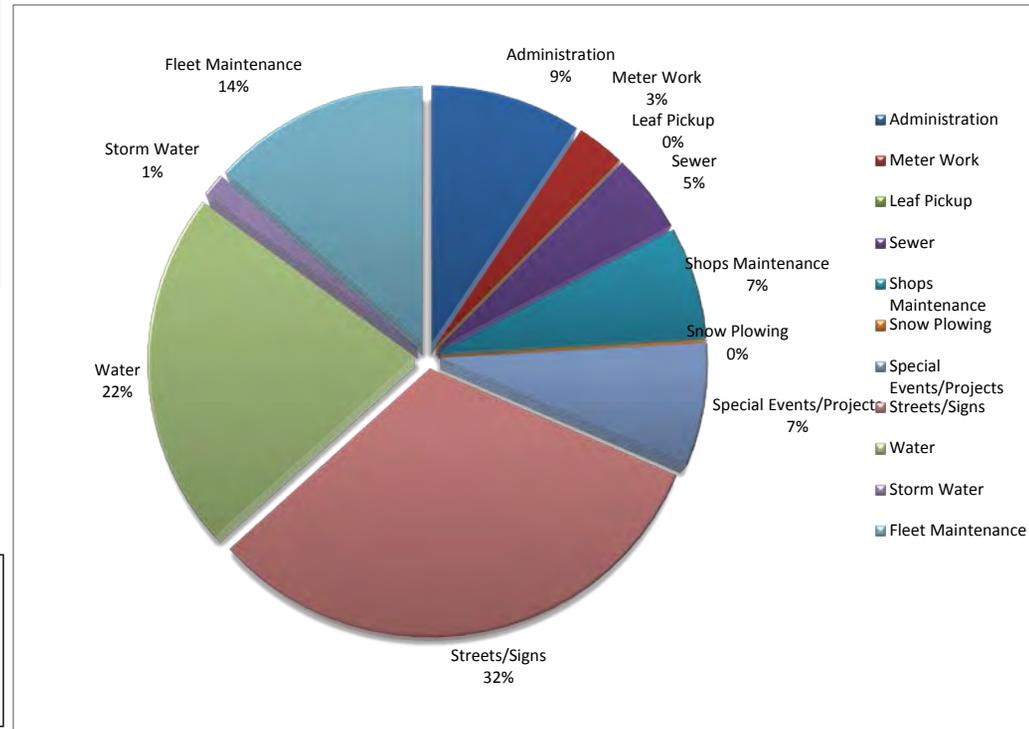
The 2015 Flushing Program was completed.

Type of Work	Total Hours
Administration	216.25
Meter Work	69.00
Leaf Pickup	0.00
Sewer	113.00
Shops Maintenance	159.00
Snow Plowing	0.00
Special Events/Projects	173.00
Streets/Signs	732.50
Water	505.75
Storm Water	32.50
Fleet Maintenance	312.00
Total Manhours:	2,313.00

Total On/Call & Overtime Hours:	94.25
Total Paid Leave Hours:	317.75

Grand Total:	<i>Manhours:</i>	2313.00
	<i>OT/On-Call:</i>	94.25
	<i>Paid Leave:</i>	317.75
		2725.00

Total Hours from Timesheets:	2636.25
Total Unaccounted Hours:	-88.75
Total Unaccounted Percent:	-3%



Facilities Project Summary for June 2015

Project	Status	Remark
New City Services	Interior finish in progress. Exterior siding, concrete and preparation for asphalt in progress	Attending onsite weekly meetings and site walkthroughs
SWTP pre-treatment room HVAC replacement	Reviewing submittals	Replacement
Golf Course Clubhouse HVAC replacement	Complete	Replacement
North water plant flooring replacement	Complete	Vinyl and carpet replacement
Recreation Center Racquetball lighting – north court	Complete	LED lighting for court with motion sensor – south court complete
Facilities Interior Painting - 2015	Scheduling	Police & Court, Library, City Hall, etc.

A picture is worth a thousand words.....



City Services - heated vehicle storage



City Services Admin. – Admin Building



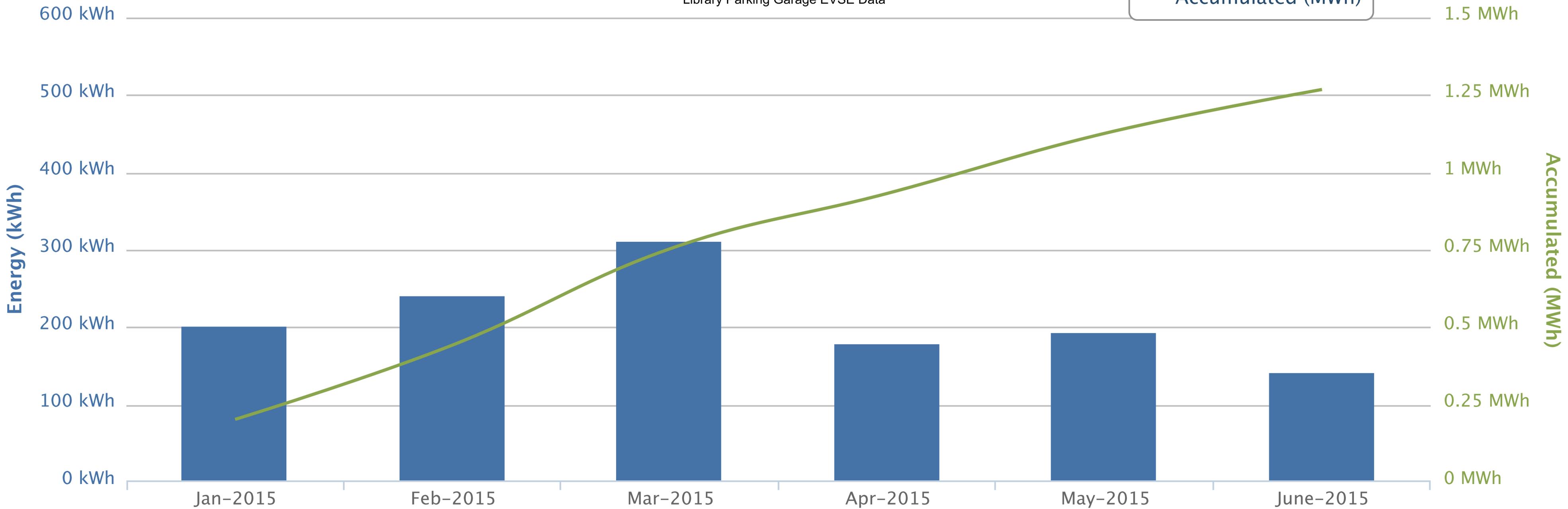
Jordinelli House – large wasp nest removal



Austin Niehoff – Asbestos siding repairs

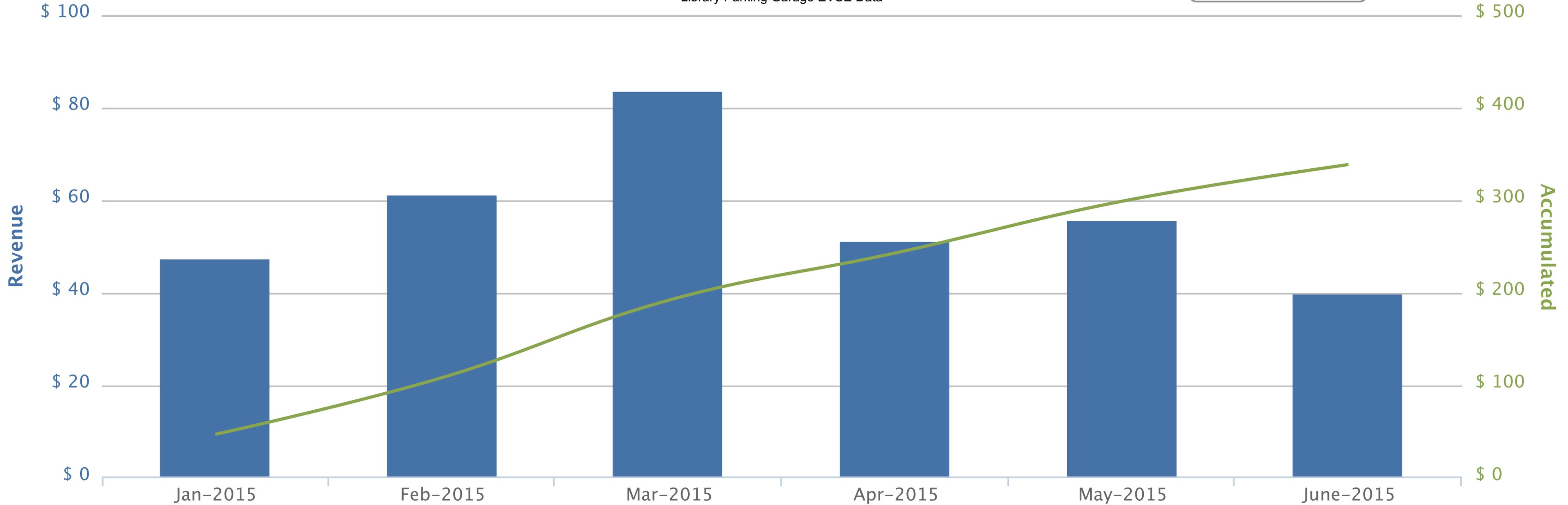
Energy Custom

Library Parking Garage EVSE Data



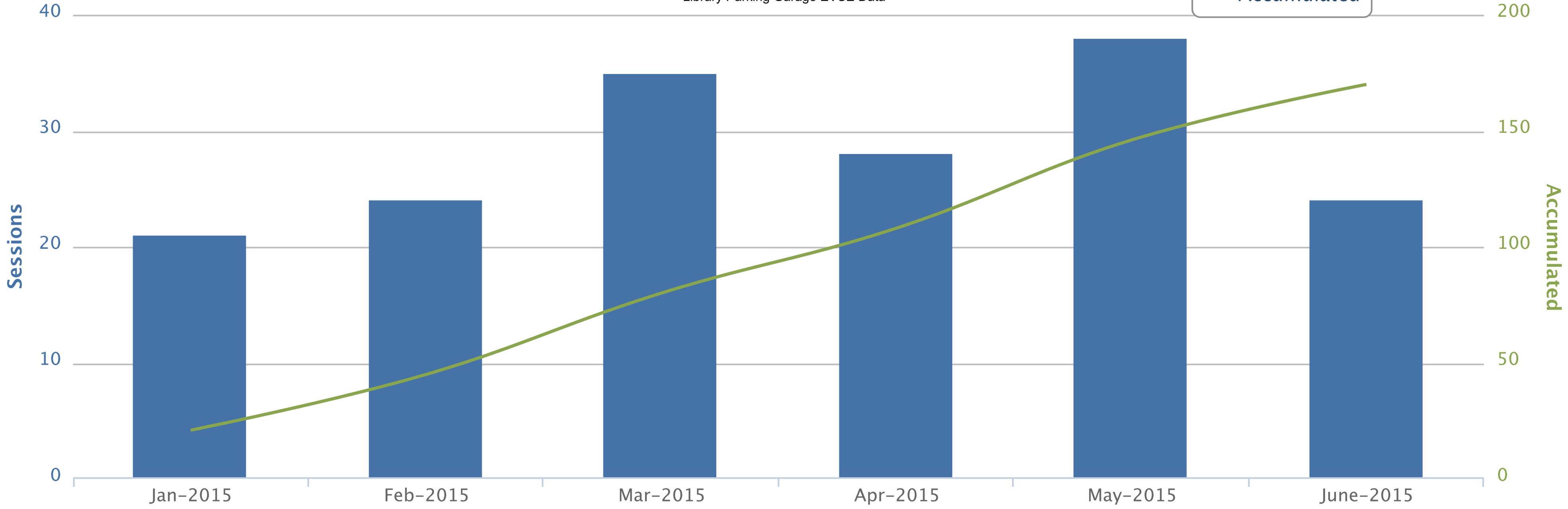
Revenue Custom

Library Parking Garage EVSE Data



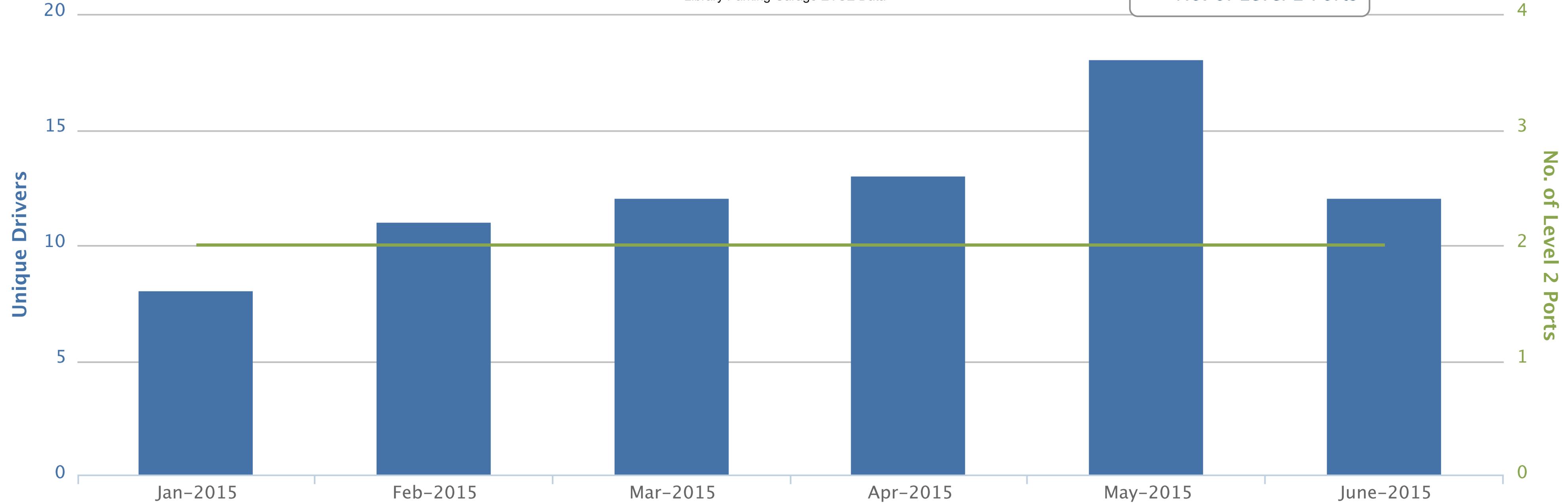
Sessions Custom

Library Parking Garage EVSE Data



Unique Drivers Custom

Library Parking Garage EVSE Data



Louisville Public Library Monthly Report

June 2015

Year-to-Date Circulation and Attendance

LOUISVILLE PUBLIC LIBRARY: 2015 STATISTICS							
CATEGORY	JAN	FEB	MAR	APR	MAY	JUN	YTD
CIRCULATION							
Total Charges & Renewals	43,023	39,840	43,303	40,090	41,744	47,861	255,861
FLC Loans	3,097	2,825	3,125	2,903	2,785	3,175	17,910
Prospector Borrowed	1,265	758	828	727	683	658	4,919
Prospector Loaned	1,193	622	551	652	476	741	4,235
Hours Open	246	230	264	256	250	260	1,506
Average Transactions Per Hour	175	173	164	157	167	184	170
Registered Patrons	24,652	24,865	25,135	25,356	25,650	26,058	n/a
New Registrations	267	213	270	221	294	408	1,673
Attendance	19,324	16,959	20,616	19,437	19,621	24,146	120,103

Year-to-Date Programming

Event Totals by Department	2015 Programming													
	JAN		FEB		MAR		APR		MAY		JUN		YTD	
	# Events	# Served	# Events	# Guests										
Programs														
Children	46	1600	42	1468	49	2058	67	2295	50	1257	52	1860	306	10538
Teens	4	13	4	13	5	20	9	44	8	44	12	94	42	228
Adults	6	124	6	59	8	132	6	62	9	165	9	133	44	675
Subtotal	56	1737	52	1540	62	2210	82	2401	67	1466	73	2087	392	11441



Summer Reading is the major focus of Library activity in June and July. The Library offers two programs for children, one of which focuses on early literacy and pre-reading skills. For the “Toddler Drive-in Movie” event, staff collected boxes and the toddlers made them into ‘cars’ for the drive-in movie.

LOUISVILLE MUNICIPAL COURT MONTHLY COURT REPORT 2015

TRAFFIC VIOLATIONS	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	YTD 2015	YTD 2014
0 POINT VIOLATIONS	1	0	0	0	6								7	0
1 POINT VIOLATIONS	1	1	0	0	1								3	5
2 POINT VIOLATIONS	3	1	0	3	4								11	23
3 POINT VIOLATIONS	15	7	17	8	5								52	58
4 POINT VIOLATIONS	33	27	39	31	15								145	200
6 POINT VIOLATIONS	2	0	0	1	0								3	2
8 POINT VIOLATIONS	0	0	1	0	0								1	0
12 POINT VIOLATIONS	0	0	0	0	1								1	1
SUB TOTALS	55	36	57	43	32	0	223	289						

SPEED VIOLATIONS	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	YTD 2015	YTD 2014
1 POINT VIOLATIONS	0	2	2	4	4								12	11
4 POINT VIOLATIONS	20	33	27	28	13								121	221
6 POINT VIOLATIONS	3	4	2	4	5								18	30
12 POINT VIOLATIONS	0	0	0	0	0								0	0
SUB TOTALS	23	39	31	36	22	0	151	262						

PARKING VIOLATIONS	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	YTD 2015	YTD 2014
PARKING	53	24	33	24	17								151	41
PARKING/FIRE LANE	0	1	0	1	0								2	1
PARKING/HANDICAPPED	1	2	1	2	0								6	12
SUB TOTALS	54	27	34	27	17	0	159	54						

CODE VIOLATIONS	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	YTD 2015	YTD 2014
BARKING DOGS	0	1	0	0	0								1	6
DOG AT LARGE	0	0	8	1	0								9	1
WEEDS/SNOW REMOVA	0	0	0	0	0								0	1
JUNK ACCUMULATION	0	1	0	0	0								1	0
FAILURE TO APPEAR	2	3	6	4	2								17	12
RESISTING AN OFFICER	0	0	0	0	0								0	0
DISORDERLY CONDUCT	0	0	0	0	0								0	1
ASSAULT	0	0	0	0	0								0	1
DISTURBING THE PEACE	0	0	0	0	0								0	1
THEFT	0	0	0	0	0								0	2
SHOPLIFTING	0	3	1	0	0								4	5
TRESPASSING	0	0	0	0	1								1	1
HARASSMENT	0	0	0	0	0								0	1
MISC CODE VIOLATIONS	4	2	8	7	1								6	9
SUB TOTALS	6	10	23	12	4	0	55	41						

TOTAL VIOLATIONS	138	112	145	118	75	0	588	646						
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CASES HANDLED	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	YTD 2015	YTD 2014
GUILTY PLEAS	70	33	59	45	32								239	97
CHARGES DISMISSED	12	18	20	10	8								68	78
*MAIL IN PLEA BARGAIN	30	33	34	37	16								150	331
AMD CHARGES IN COUF	26	26	30	27	17								126	124
DEF/SUSP SENTENCE	0	2	2	1	2								7	12

TOTAL FINES COLLECTED \$	9,597.00	\$ 9,370.00	\$ 14,390.00	\$ 11,490.00	\$ 5,449.00								\$ 50,296.00	\$ 67,570.00
COUNTY DUI FINES \$	1,669.26	\$ 2,286.34	\$ 1,536.21	\$ 1,839.19	\$ 1,345.53								\$ 8,676.53	\$ 6,398.78
TOTAL REVENUE	\$ 11,266.26	\$ 11,656.34	\$ 15,926.21	\$ 13,329.19	\$ 6,794.53	\$ -	\$ 58,972.53	\$ 73,968.78						

LOUISVILLE MUNICIPAL COURT MONTHLY COURT REPORT 2015

TRAFFIC VIOLATIONS	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	YTD 2015	YTD 2014
0 POINT VIOLATIONS	1	0	0	0	6	0							7	0
1 POINT VIOLATIONS	1	1	0	0	1	0							3	6
2 POINT VIOLATIONS	3	1	0	3	4	1							12	29
3 POINT VIOLATIONS	15	7	17	8	5	9							61	73
4 POINT VIOLATIONS	33	27	39	31	15	25							170	238
6 POINT VIOLATIONS	2	0	0	1	0	0							3	2
8 POINT VIOLATIONS	0	0	1	0	0	0							1	0
12 POINT VIOLATIONS	0	0	0	0	1	0							1	1
SUB TOTALS	55	36	57	43	32	35	0	0	0	0	0	0	258	349

SPEED VIOLATIONS	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	YTD 2015	YTD 2014
1 POINT VIOLATIONS	0	2	2	4	4	1							13	11
4 POINT VIOLATIONS	20	33	27	28	13	16							137	269
6 POINT VIOLATIONS	3	4	2	4	5	3							21	35
12 POINT VIOLATIONS	0	0	0	0	0	0							0	0
SUB TOTALS	23	39	31	36	22	20	0	0	0	0	0	0	171	315

PARKING VIOLATIONS	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	YTD 2015	YTD 2014
PARKING	53	24	33	24	17	28							179	59
PARKING/FIRE LANE	0	1	0	1	0	0							2	1
PARKING/HANDICAPPED	1	2	1	2	0	2							8	14
SUB TOTALS	54	27	34	27	17	30	0	0	0	0	0	0	189	74

CODE VIOLATIONS	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	YTD 2015	YTD 2014
BARKING DOGS	0	1	0	0	0	2							1	8
DOG AT LARGE	0	0	8	1	0	1							10	3
WEEDS/SNOW REMOVA	0	0	0	0	0	0							0	1
JUNK ACCUMULATION	0	1	0	0	0	0							1	0
FAILURE TO APPEAR	2	3	6	4	2	4							21	17
RESISTING AN OFFICER	0	0	0	0	0	0							0	0
DISORDERLY CONDUCT	0	0	0	0	0	1							1	2
ASSAULT	0	0	0	0	0	0							0	1
DISTURBING THE PEACE	0	0	0	0	0	0							0	1
THEFT	0	0	0	0	0	1							1	2
SHOPLIFTING	0	3	1	0	0	1							5	7
TRESPASSING	0	0	0	0	1	0							1	1
HARASSMENT	0	0	0	0	0	0							0	1
MISC CODE VIOLATIONS	4	2	8	7	1	3							6	29
SUB TOTALS	6	10	23	12	4	13	0	0	0	0	0	0	68	73

TOTAL VIOLATIONS	138	112	145	118	75	98	0	0	0	0	0	0	686	811
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CASES HANDLED	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	YTD 2015	YTD 2014
GUILTY PLEAS	70	33	59	45	32	40							279	139
CHARGES DISMISSED	12	18	20	10	8	14							82	111
*MAIL IN PLEA BARGAIN	30	33	34	37	16	18							168	403
AMD CHARGES IN COUF	26	26	30	27	17	23							149	137
DEF/SUSP SENTENCE	0	2	2	1	2	3							10	17

TOTAL FINES COLLECTED \$	9,597.00	\$ 9,370.00	\$ 14,390.00	\$ 11,490.00	\$ 5,449.00	\$ 5,495.00							\$ 55,791.00	\$ 79,990.00
COUNTY DUI FINES \$	1,669.26	\$ 2,286.34	\$ 1,536.21	\$ 1,839.19	\$ 1,345.53	\$ 1,669.26							\$ 10,345.79	\$ 7,133.95
TOTAL REVENUE	\$ 11,266.26	\$ 11,656.34	\$ 15,926.21	\$ 13,329.19	\$ 6,794.53	\$ 7,164.26	\$ 117	\$ -	\$ 66,136.79	\$ 87,123.95				

SUBJECT: RESOLUTION NO. 49, SERIES 2015 – A RESOLUTION DESIGNATING THE VAUGHN HOUSE LOCATED AT 701 LINCOLN AVENUE A HISTORIC LANDMARK

DATE: JULY 28, 2015

PRESENTED BY: LAUREN TRICE, PLANNING AND BUILDING SAFETY DEPARTMENT

SUMMARY:

Case #2015-005-LA is a request to landmark the Vaughn House, 701 Lincoln Avenue (Lots 9-11, Block 9 Pleasant Hill). The home was constructed circa 1900. The applicant and owner is Ed Wiley.



HISTORICAL BACKGROUND:

Information from Historian Bridget Bacon

This house was owned by the Jaksa, Jefferson, Horn, Viggers, and Vaughn families over a period of over 100 years.

Vaughn Ownership (1932-2002)

Ambrose Vaughn, Sr. worked as a coal miner in Kentucky before moving to Colorado. Like other miners who moved to Louisville during the Depression, he may have been drawn to Louisville because of the availability of mining work here. Ambrose Vaughn, Jr. served in World War II, and he appears in a short scene on the Louisville Historical Museum's World War II film showing local servicemen while they were home on leave.



701 Lincoln (1910-1920) – The photo shows the Pine Street side of the house.

SUBJECT: RESOLUTION NO. 49, SERIES 2015

DATE: JULY 28, 2015

PAGE 3 OF 7

(Please refer to attachment for complete history of the property.)



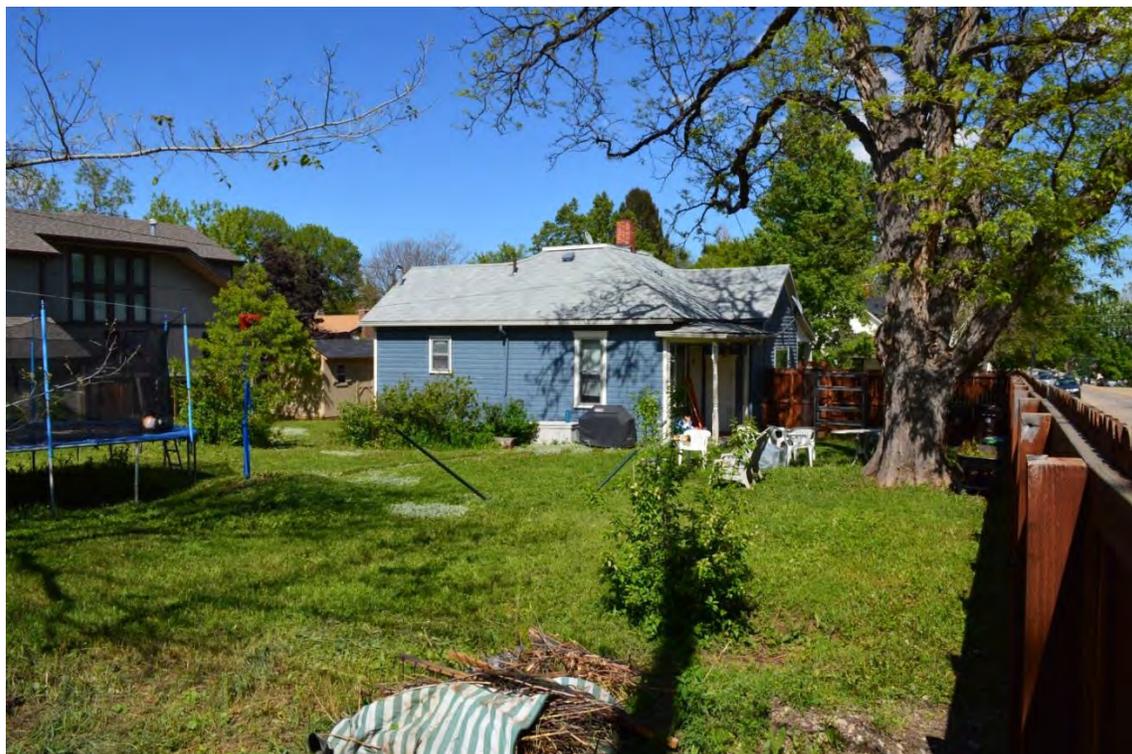
701 Lincoln Avenue - 1948 Assessor's Photo



701 Lincoln Avenue Southeast Corner – Current Photo



701 Lincoln – Northeast Corner – Current Photo



701 Lincoln–West Elevation (Rear)– Current Photo

ARCHITECTURAL INTEGRITY:

Overall, the structure has maintained a high level of integrity. There has been some loss of detail but the form has remained the same. The structure has a hipped roof with three gables extending to the north, south, and east sides. The front façade of the house has a shed-roofed porch with low wall and square supports. The house is clad in wood siding. The majority of the windows are 1/1 double-hung sash. The paired window on the front gable is smaller than the 1948 assessor's photo. In addition, the window in the southern gable has been replaced. There is a rear porch on the southwest corner of the property. Based on the photo from 1910-1920, the rear porch had elements of the Folk Victorian style. The house has a central brick chimney.

HISTORICAL SIGNIFICANCE AND CRITERIA FOR LISTING AS A LOCAL LANDMARK:

Landmarks must be at least 50 years old and meet one or more of the criteria for architectural, social or geographic/environmental significance as described in Louisville Municipal Code (LMC) Section 15.36.050(A). The City Council may exempt a landmark from the age standard if it is found to be exceptionally important in other significance criteria:

1. *Historic landmarks shall meet one or more of the following criteria:*
 - a. *Architectural.*
 - (1) *Exemplifies specific elements of an architectural style or period.*
 - (2) *Example of the work of an architect or builder who is recognized for expertise nationally, statewide, regionally, or locally.*
 - (3) *Demonstrates superior craftsmanship or high artistic value.*
 - (4) *Represents an innovation in construction, materials or design.*
 - (5) *Style particularly associated with the Louisville area.*
 - (6) *Represents a built environment of a group of people in an era of history that is culturally significant to Louisville.*
 - (7) *Pattern or grouping of elements representing at least one of the above criteria.*
 - (8) *Significant historic remodel.*
 - b. *Social.*
 - (1) *Site of historic event that had an effect upon society.*
 - (2) *Exemplifies cultural, political, economic or social heritage of the community.*
 - (3) *Association with a notable person or the work of a notable person.*
 - c. *Geographic/environmental.*
 - (1) *Enhances sense of identity of the community.*
 - (2) *An established and familiar natural setting or visual feature that is culturally significant to the history of Louisville....*

2. *[Addresses Prehistoric and archaeological sites; not applicable in this instance.]*
3. *All properties will be evaluated for physical integrity and shall meet one or more of the following criteria:*
- a. *Shows character, interest or value as part of the development, heritage or cultural characteristics of the community, region, state, or nation.*
 - b. *Retains original design features, materials and/or character.*
 - c. *Remains in its original location, has the same historic context after having been moved, or was moved more than 50 years ago.*
 - d. *Has been accurately reconstructed or restored based on historic documentation.*

Staff concluded the application complies with the above criterion as follows:

Architectural Significance – Represents a built environment of a group of people in an era of history that is culturally significant to Louisville.

The house is an example of a vernacular structure typical of Louisville in the early 20th century.

Social Significance - Exemplifies cultural, political, economic or social heritage of the community.

The property was owned by several families drawn to Louisville for the jobs in the area coal mines. The Vaughn family owned 701 Lincoln for 70 years.

HISTORIC PRESERVATION COMMISSION ACTION:

The HPC held a public hearing on the application on June 15, 2015. The commission voted 6-0 to recommend approval of the landmark application to City Council. The HPC determined the structure had maintained significant architectural integrity and has a strong social history.

One member of the public commented on this application by asking the Commission how they determine social significance. Staff and the Commission referenced the criteria for the social significance as stated in the Louisville Municipal Code Section 15.36.050, including section b.2: “Exemplifies cultural, political, economic or social heritage of the community.”

RECOMMENDATION:

The structure appears to have maintained significant architectural integrity since its construction ca. 1900. The overall form has been maintained. The building also has a significant social history. Staff recommends the house be named the for the Vaughn family who owned the house for over 70 years. Staff recommends Council approve Resolution No. 49, Series 2015 designating the structure at 701 Lincoln Avenue (Vaughn House) a historic landmark.

SUBJECT: RESOLUTION NO. 49, SERIES 2015

DATE: JULY 28, 2015

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ATTACHMENTS:

1. Resolution No. 49, Series 2015
2. Historic Preservation Commission Resolution No. 04, Series 2015
3. Historic Preservation Commission Minutes, June 15, 2015
4. Social History
5. Landmark Application
6. Letter from Ed Wiley, Property Owner
7. Presentation

**RESOLUTION NO. 49
SERIES 2015**

A RESOLUTION DESIGNATING THE VAUGHN HOUSE LOCATED AT 701 LINCOLN AVENUE A HISTORIC LANDMARK

WHEREAS, a historic landmark application for the Vaughn House , located at 701 Lincoln Avenue, on property legally described as Lots 9-11, Block 9, Pleasant Hill; has been submitted to the City Council; and

WHEREAS, the City Staff and the Louisville Historic Preservation Commission have reviewed the application and found it to be in compliance with Chapter 15.36 of the Louisville Municipal Code; and

WHEREAS, the Louisville Historic Preservation Commission held a properly noticed public hearing on the proposed landmark application and has forwarded to the City Council a recommendation of approval; and

WHEREAS, the City Council has duly considered the proposed landmark application and the Commission's recommendation and report, and has held a properly noticed public hearing on the application; and

WHEREAS, the building was constructed around 1900, and has retained its architectural form, and represents the vernacular style of building in early 20th century Louisville; and

WHEREAS, the building has social significance because of its association with the Vaughn family for over 70 years; and

WHEREAS, the City Council finds that these and other characteristics specific to the individual structures are of both architectural and social significance as described in Section 15.36.050 (A) of the Louisville Municipal Code and justify the approval of the historic landmark application.

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

1. The proposed historic landmark application for the Vaughn House is hereby approved and is hereby designated a historic landmark to be preserved as such.
2. An incentive of \$1,000 shall be awarded to the property owner pursuant to Chapter 15.36 of the Louisville Municipal Code, with the attendant protections for landmarks pursuant to that chapter.

3. The City Clerk shall provide written notification of such designation to the property owners and cause a copy of this resolution to be recorded with the Boulder County Clerk and Recorder.

PASSED AND ADOPTED this 28th day of February, 2015.

Robert P. Muckle, Mayor

ATTEST:

Nancy Varra, City Clerk

**RESOLUTION NO. 04
SERIES 2015**

**A RESOLUTION MAKING FINDINGS AND RECOMMENDATIONS REGARDING THE
LANDMARK DESIGNATION FOR A HISTORICAL RESIDENTIAL STRUCTURE
LOCATED ON 701 LINCOLN AVENUE**

WHEREAS, there has been submitted to the Louisville Historic Preservation Commission (HPC) an application requesting a landmark eligibility determination for a historical residential structures located on 701 Lincoln Avenue, on property legally described as Lot 9-11, Block 9, Pleasant Hill Addition, Town of Louisville, City of Louisville, State of Colorado; and

WHEREAS, the City Staff and the HPC have reviewed the application and found it to be in compliance with Chapter 15.36 of the Louisville Municipal Code, including Section 15.36.050.A, establishing criteria for landmark designation; and

WHEREAS, the HPC has held a properly noticed public hearing on the proposed landmark application; and

WHEREAS, 701 Lincoln Avenue (Vaughn House) has social significance because it exemplifies the cultural, political, economic or social heritage of the community considering its association with many early families in Louisville; and

WHEREAS, the Vaughn House has architectural significance because it represents the vernacular style of early 20th century Louisville and

WHEREAS, the HPC finds that these and other characteristics specific to the Vaughn House have social and architectural significance as described in Section 15.36.050.A of the Louisville Municipal Code; and

NOW, THEREFORE, BE IT RESOLVED BY THE HISTORIC PRESERVATION COMMISSION OF THE CITY OF LOUISVILLE, COLORADO:

The application to landmark the Vaughn House be approved for the following reasons:

1. Architectural integrity of the overall form.
2. Association with many early Louisville families.

PASSED AND ADOPTED this _____ day of _____, 2015.

Kirk Watson, Chairperson

**Historic Preservation Commission
Meeting Minutes**

June 15, 2015

Council Chambers, 2nd floor of City Hall

City Hall, 749 Main Street

7:00 – 9:00 PM

Public Hearing – 701 Lincoln Landmark

Trice presented the information provided in the packet. She stated the house was owned by 5 different families over 100 years. She added the Vaughn family has owned the house for over 70 years. She stated some owners were miners and one owner was shown in the Louisville Museum's World War II video. She stated the house has maintained a high level of architectural integrity. She stated staff believes this structure has retained social and architectural integrity and should be approved as a landmark and named for the Vaughn family.

The applicant was not present but Trice read a letter sent by the applicant – who was out of town.

Public Comment

Matt Bliss, 1100 Lincoln Avenue, he asked what criteria is used to determine social significance.

Fahey read the criteria used for social significance.

Bliss asked which of the criteria was used for the social significance.

Trice stated it was due to significance of the Vaughn family owning the structure for over 70 years and how they impacted the establishment of Louisville.

Watson added architectural significance alone could qualify it for a landmark because only one of the criteria needs to be met.

Commission Comments

Haley stated she felt this is a “no brainer” property because of the architectural and social significance.

Fahey read another criterion which states “time period or manner of construction” and she believes this house meets that criterion.

Stewart agreed by stating it has “adequate” architectural integrity, mainly because the windows have been modified. He added the social character is exemplary.

Fahey stated another observation she made is it is on a prominent corner of town and is across the street from another local landmark.

Echohawk agrees with the others and commended Bridget Bacon for her excellent social history.

Watson agrees and states the information regarding Vaughn being included in a video at the museum is pretty amazing.

Stewart stated he agrees with staff’s choice for the name.

Watson made a motion to approve the application for landmarking.

Koertje seconded the motion.

Motion approved 6 to 0.



701 Lincoln Ave. History

Legal Description: Lots 9, 10, and 11, Block 9, Pleasant Hill Addition

Year of Construction: circa 1900

Summary: This house was owned by the Jaksa, Jefferson, Horn, Viggers, and Vaughn families over a period of over 100 years.

Establishment of the Pleasant Hill Addition

The subdivision in which 701 Lincoln is located is the Pleasant Hill Addition. This addition was platted and recorded with Boulder County in 1894 by Orrin T. Welch. Orrin Welch was the half-brother of Charles C. Welch, the prominent Colorado businessman who played the main role in the founding of Louisville and the opening of its first coal mine, the Welch Mine, back in the 1870s. In the 1890s, Charles Welch was still involved in the development of the town, in this case through the transfer of property to Orrin Welch in 1893.

Jaksa Ownership and Residency; Date of Construction of House

County property records show that John and Annie "Saksa" purchased lots 10 and 11 of this parcel from Orrin T. Welch by a deed recorded in 1897. These two lots of the three lots that now make up the parcel are the ones nearest Pine Street. The name "Saksa" is believed to have likely been transcribed in error from "Jaksa," which was the name of a known Louisville family from Slovenia.

In the 1900 census, which appears to show the Jaksa family in this location, the name has been transcribed as "Laksa." John Jaksa worked as a coal miner. The 1910 census then indicates that the "Yackcha" family was in the vicinity of 701 Lincoln; it may have been members of the same Jaksa family, but they were now renting.

Although records show that members of the Jaksa family might have continued to live at 701 Lincoln, they did not continue to be owners of it. In 1902, they sold Lots 10 and 11 to Iva Lemon

Jefferson. It is possible that they or relatives under the name “Yackcha” were then renting 701 Lincoln from Jefferson at the time of the 1910 census, though this is not certain.

Boulder County property records give the year of construction for 701 Lincoln as 1900. Boulder County has sometimes been found to be in error with respect to construction dates of Louisville buildings, so other evidence is looked to. In this case, the Jaksa family had purchased lots 10 and 11 from the developer in 1897 and the family is shown as living in this location at the time of the 1900 federal census. Also, the 1909 Drumm’s Wall Map of Louisville does show a house located on lots 10 and 11.

No other evidence was found that would suggest an earlier or later construction date. For these reasons, the construction date is being noted as “circa 1900.”

Iva Lemon Jefferson Ownership (1902-1910)

In 1902, Iva Lemon Jefferson purchased Lots 10 and 11 from John and Annie Jaksa.

By a deed recorded in 1903, Iva Jefferson purchased Lot 9 from Orrin T. Welch, the developer of the Pleasant Hill Addition. Lot 9 was the next lot to the north and is still a part of this parcel.

Iva Myrtle Lemon was born in 1878 and was the daughter of a Louisville blacksmith, Sam Lemon. She married Gustav “Gus” Jefferson in about 1896. Evidence that Iva and Gus Jefferson actually resided at 701 Lincoln could not be located, though the 1904 directory lists them as living on Lincoln, between Pine and Spruce, which could be this house.

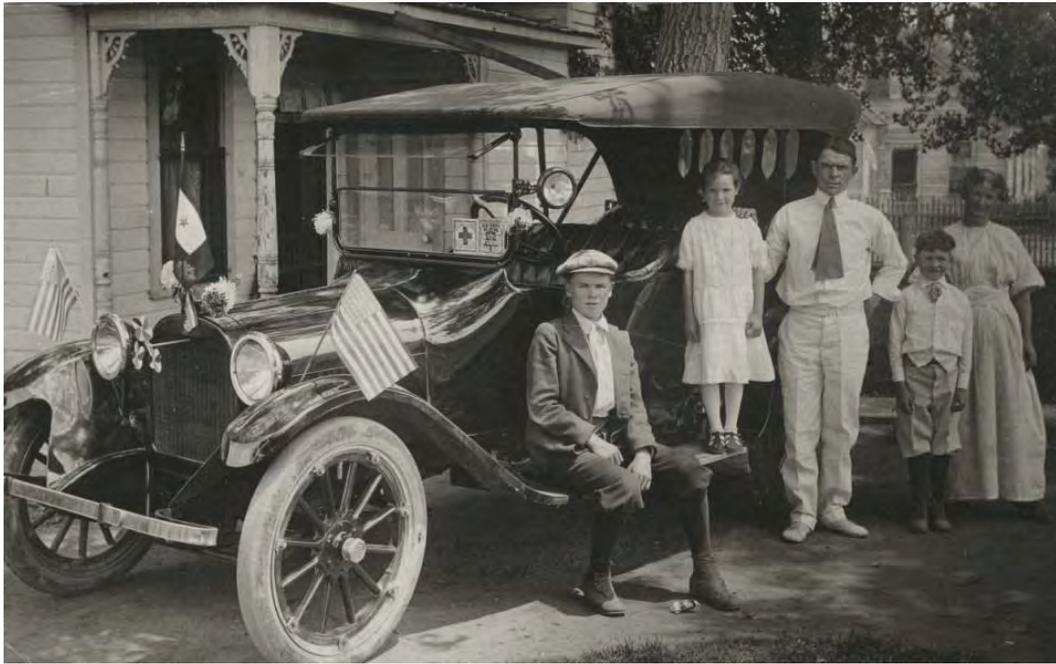
Tom Horn Ownership (1910-1920)

Thomas Horn purchased 701 Lincoln (now comprising all three lots) in 1910 and moved into the house with his family. The family previously lived elsewhere in Louisville.

Tom Horn was born in England in 1882 and came to the United States as a young child. In 1904, he married his wife, Edith, in Iowa. At the time that the family bought 701 Lincoln in 1910, they had a son, Harry, about age 5, and a son, Thomas Horn, Jr., about age 2. A daughter, Dorothy, was born in 1911. Records show that Tom Horn worked as a miner. The 1916 and 1918 directories, which are the only directories that were made for Louisville between 1910 and 1920, list the Horn family as living in this house.

Edith Horn died in December 1916, when her children were still quite young. Tom Horn remarried to Louisville resident Martha “Mattie” Harris. The Horn family then moved to Rock Springs, Wyoming sometime after September 1918.

The following photo shows the Horn family in front of 701 Lincoln, which Tom Horn then owned, in circa 1917-1918. The date range is indicated by the sign in the car referencing Liberty Bonds, which likely signifies the US already being involved in World War I. Believed to be shown, from left to right, are Harry; Dorothy; Tom; Tom, Jr.; and an unidentified woman.



In the photo, the Pine Street side of the house appears as a front of the house. The fence currently surrounding the back yard, and abutting Pine, was not in place at that time. The house at 700 Lincoln can be seen on the right of the photo, to the east across Lincoln.

Viggers Family Ownership (1920-1932)

Arthur Viggers (abt. 1871-1938) and Polly Viggers (1879-1951) purchased 701 Lincoln from Tom Horn in 1920.

Like Tom and Edith Horn, they had been born in England and lived in Iowa before coming to Colorado. At the time in 1920 that they moved in to 701 Lincoln, their children were Edna, about age 19; Frances, about age 16; Arthur Jr., age about 9; and Raymond, age about 4.

Arthur Viggers worked as a hoisting engineer in area coal mines. The family is listed as living in the house at the time of the 1930 census. Arthur Viggers and Raymond Viggers are believed to have served in World War II after the family moved away from 701 Lincoln.

The following photo, copied from a Viggers family tree on Ancestry.com, shows Polly and Arthur Viggers and their daughter, Frances, in about 1915:



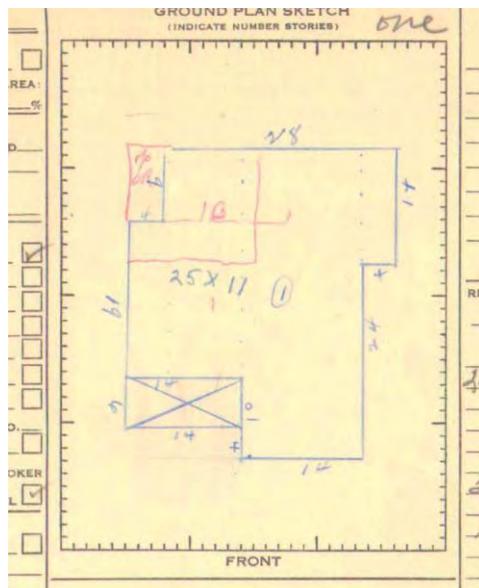
Ambrose & Audrey Vaughn Family Ownership (1932-2002)

In 1932, Ambrose Vaughn (1902-1981) and Audrey Vaughn (1907-1982) purchased 701 Lincoln. They had moved to Louisville with their son, Ambrose Jr. (1924-2005) from Kentucky in about 1930. Ambrose Vaughn, Sr. worked as a coal miner in both locations. Like other miners who moved to Louisville during the Depression, he may have been drawn to Louisville because of the availability of mining work here. Records from the 1930s to the 1980s show the Vaughns to be living in this house.

Ambrose Vaughn, Jr. served in World War II, and he appears in a short scene on the Louisville Historical Museum's World War II film showing local servicemen while they were home on leave. The film is entitled "Our Boys and Girls in the Armed Forces, 1943-44." The following screen capture from the film show Ambrose Vaughn in scene #213. He is walking by the Pine Street side of his house at 701 Lincoln, with 700 Lincoln shown in the background:



The Boulder County Assessor card for this property dates from 1948, when the property was owned by Ambrose and Audrey Vaughn. The following images show the front of the house on Lincoln as it appeared in 1948 along with the image of the ground layout at the time.



After Ambrose and Audrey Vaughn died in the early 1980s, son Ambrose Vaughn, Jr. appears to have then rented the house out. Directories from the late 1980s and early 1990s indicate that the resident at the time was Anne Drew.

Later Owners

In 2002, John T. Weise and Jessie Weise purchased 701 Lincoln from Ambrose Vaughn, Jr. Jessie Weise, who was born in 1933, passed away in 2009.

Mark Baxter purchased 701 Lincoln from John T. Weise in 2011 and sold it in 2012 to the current owner, Edward Wiley.

The preceding research is based on a review of relevant and available online County property records, census records, oral history interviews, Louisville directories, and Louisville Historical Museum maps, files, obituary records, and historical photographs from the collection of the Louisville Historical Museum.

Landmark Designation Nomination Form

APRIL 2014

As you complete this form, please be aware it will become part of the meeting packet for the Historic Preservation Commission and Louisville City Council, as well as being available for public viewing on the City's web site.

DATE: 4/3/15

LANDMARK APPLICATION TYPE:

Individual Site/Building Landmark Historic District

NOMINATION MADE BY:

Owner City Council
 Historic Preservation Commission Third Party

Name: Ed Wiley

Address: 701 Lincoln Ave, Louisville, CO 80027

Phone: 720-771-1050 Email EWILEY@STANFORDALUMNI.ORG

Relationship to Owner: Self

LOCATION OF PROPOSED LANDMARK:

Address: 701 Lincoln Ave
Property Address

Legal Description (Lot Number, Block Number, and Subdivision Name)

Property Name (Historic and/or Common, if known). Leave blank if you do not know.

Previous Addresses (if known) Leave blank if you do not know.

OWNER INFORMATION: (For district applications, please attach separate sheet)

Name: Edward Wiley

Address: 701 Lincoln Ave

Phone: 720-771-1050

TYPE OF DESIGNATION: (Individual building or buildings, other structures, landscape feature, archaeological)

Individual Building

BOUNDARIES: (Explain if different than the legal description of the property)

CLASSIFICATION:

Category	Ownership	Status	Present Use	Existing Designation
<input checked="" type="checkbox"/> Building	<input type="checkbox"/> Public	<input checked="" type="checkbox"/> Occupied	<input checked="" type="checkbox"/> Residential	<input type="checkbox"/> National Register
<input type="checkbox"/> Structure	<input checked="" type="checkbox"/> Private	<input type="checkbox"/> Unoccupied	<input type="checkbox"/> Commercial	<input type="checkbox"/> Colorado Register
<input type="checkbox"/> Site			<input type="checkbox"/> Educational	
<input type="checkbox"/> District			<input type="checkbox"/> Religious	
<input type="checkbox"/> Object			<input type="checkbox"/> Agricultural	
			<input type="checkbox"/> Government	
			<input type="checkbox"/> Other	

SIGNIFICANCE: ~~X~~ *Awesome Building*
Site/Building is over 50 Years Old and meets one of the following standards

- Historic Landmark of Significance** – must meet one (1) or more of the following criteria
 - Architectural Significance:**
The property:
 - exemplifies specific elements of an architectural style or period;
 - is an example of the work of an architect or builder who is recognized for expertise nationally, statewide, regionally, or locally;
 - demonstrates superior craftsmanship or high artistic value; represents an innovation in construction, materials or design; is of a style particularly associated with the Louisville area;
 - represents a built environment of a group of people in an era of history that is culturally significant to Louisville;
 - shows a pattern or grouping of elements representing at least one of the above criteria; or
 - is a significant historic remodel.
 - Social Significance:**
The property is the site of a historic event that had an effect upon society; exemplifies cultural, political, economic or social heritage of the community or is associated with a notable person or the work of a notable person.
 - Geographic or Environmental Significance:**
The property enhances the sense of identity of the community or is an established and familiar natural setting or visual feature that is culturally significant to the history of Louisville.
- Prehistoric or Archaeological Site** – The property has yielded, or may be likely to yield, information important in prehistory or history.

HISTORICAL INFORMATION:

Please attach a narrative of the historical significance of the property. Include a title search or city directory research if the property is important for its association with a significant person.

PHOTOS:

Please include photos of EACH ELEVATION of ALL BUILDINGS and STRUCTURES currently on the property.

If historical photos of the site are available they should also be attached.

FOR OFFICE USE ONLY

Application Number _____

Date Filed with the Planning Department _____

Date Determined "Eligible" _____ Date Determined "Ineligible" _____

Application Approved Denied

HPC Resolution No. _____, Series 20 _____,

CC Resolution No. _____, Series 20 _____,

Date Recorded _____

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Historic Landmark Agreement

Property Address: 701 Lincoln Ave, Louisville, CO 80027

Property Legal Description: Residence

The undersigned owner(s) hereby agrees the property described above be considered for local historic landmark designation, pursuant to the Louisville Landmark Preservation Ordinance, Ordinance No. 1463, Series 2005, as codified in Chapter 15.36 of the Louisville Municipal Code and amended from time to time (the "Ordinance").

I understand upon designation, I or my successors in ownership of the property (the Landmark Site) will be required to submit to the review process of the Historic Preservation Commission of the City of Louisville as set forth in the Ordinance prior to the occurrence of any of the following:

- 1) Reconstruction or alteration of the exterior of the improvements on the property, or;
- 2) Construction of, addition to, or demolition of improvements on the property.

I further understand I or my successors in ownership will be required to submit to the review process of the Historic Preservation Commission of the City of Louisville as set forth in the Ordinance if a building permit for the property is requested for any one of the following:

- 1) Alteration or reconstruction of or an addition to the exterior of any improvement which constitutes all or part of a landmark structure, landmark site, or landmark district;
- 2) Demolition or relocation of any improvement which constitutes all or part of a landmark structure, landmark site or landmark district; or
- 3) Construction or erection of or an addition to any improvement upon any land included in a landmark site or landmark district.

I understand as part of any such review process, the Historic Preservation Commission shall be under the time constraints and other requirements as set forth in the Ordinance.

I also understand any historic landmark designation for the property transfers with the title of the property should the property be sold.

DATED this 3rd day of April, 2015.

Ed Wiley
 Owner Name (please print)

[Signature]
 Owner Signature

+ + + + + NOTARY + + + + +

State of Colorado)
) ss.
 County of Boulder)

Subscribed and sworn before me this 3rd day of April, 2015,
 by Ed Wiley.

Witness my hand and official seal.
 My commission expires May 6, 2018.

Nancy Varra
 Notary Public Print Name
[Signature]
 Notary Public Signature

NANCY VARRA
 NOTARY PUBLIC
 STATE OF COLORADO
 NOTARY ID 19984012639
 MY COMMISSION EXPIRES MAY 6, 2018

Notary Seal

From: edward.w.wiley@gmail.com on behalf of [Ed Wiley](#)
To: [Lauren Trice](#)
Subject: Landmark status for 701 Lincoln Avenue
Date: Tuesday, June 09, 2015 4:15:47 PM

Hi Lauren,
As we discussed, I've prepared a brief note in support of my landmark status request. Please let me know if anything else is needed. Thanks! Ed

Dear Historical Commission members,
My name is Ed Wiley; I live at 701 Lincoln Avenue along with my daughter Zoe (9 years old) and puppy Scout. We've lived at 701 Lincoln for 2 years, having moved there in July 2013 after living over on West Dahlia for 9 years prior. During our time in Louisville we've come to love the town -- the history, the current downtown area, and the architecture. I love knowing that the house we now live in has been part of Louisville for over 100 years and has played a part in contributing to the historical "feel" of the community. I love looking around and seeing other small, historic houses in the city. It makes perfect sense to me to pursue landmark status for my home. As an old structure, it certainly needs work, so any support there will be much appreciated. I plan to do quite a bit to improve the structure myself and am planning to leverage the building assessment to help prioritize among the many things that need to be done.

At this point I am planning no major addition -- I love having the large backyard space for my family. I may at some point add a garage, but assure the commission that in doing so I would do whatever possible to not interfere with the overall character of the home. My main priority in pursuing landmark status, however, is one of preservation -- I want to do what I can to make sure that my home continues to contribute to the historical character of "Old Town".

Thank you for your consideration.

Kindest regards,
Ed Wiley

--

Ed Wiley
ewiley@stanfordalumni.org

City Council – Public Hearing
701 Lincoln Avenue
Landmark Request

Resolution No. 49, Series 2015

A request to landmark the Vaughn House at 701 Lincoln Avenue.

Prepared by:
Dept. of Planning & Building Safety

701 Lincoln Avenue– Location



701 Lincoln– Social History



1948 Assessor's Photo

- Constructed circa 1900
- The property was owned by several families drawn to Louisville for the jobs in the area coal mines
- Owned by the Vaughn from 1932 until 2002

701 Lincoln– Architectural Integrity



- Corner of Lincoln and Pine
- Maintained form
- Vernacular structure



701 Lincoln– Applicant Letter



“My main priority in pursuing landmark status, however, is one of preservation -- I want to do what I can to make sure that my home continues to contribute to the historical character of "Old Town".

“I love knowing that the house we now live in has been part of Louisville for over 100 years.”

701 Lincoln– Conclusion

Staff recommends approval of Resolution No. 49, Series 2015, designating the Vaughn House a historic landmark, for the following reasons:

1. The structure represents the vernacular style of early 20th century Louisville.
2. The house was associated with the Vaughn family for over 70 years.

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 ALLOWED IN PARCEL H BY APPROXIMATELY 7,259 SF – 2ND Reading – Public Hearing – Advertised *Daily Camera* 07/19/2015**
- 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**

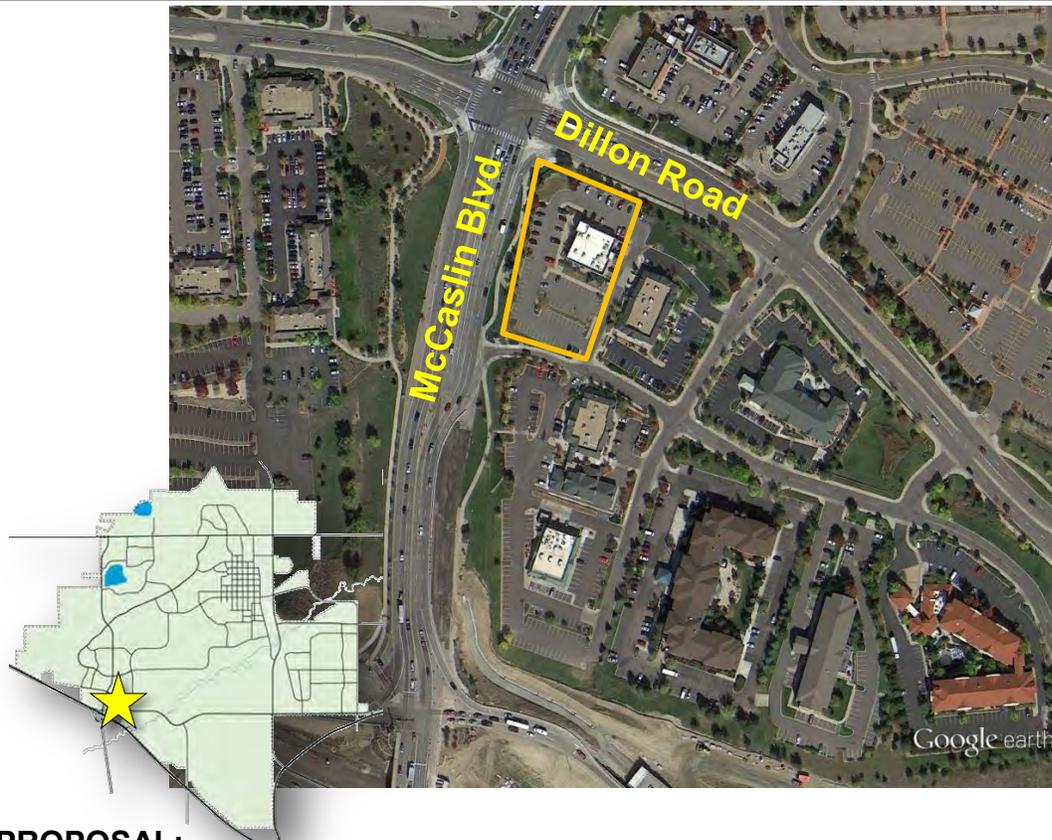
DATE: JULY 28, 2015

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 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 developed with a 5,740 square foot building being use for the Old Santa Fe Mexican Grill. The property is adjacent to other commercial/retail uses, and is near several hotels.



PROPOSAL:

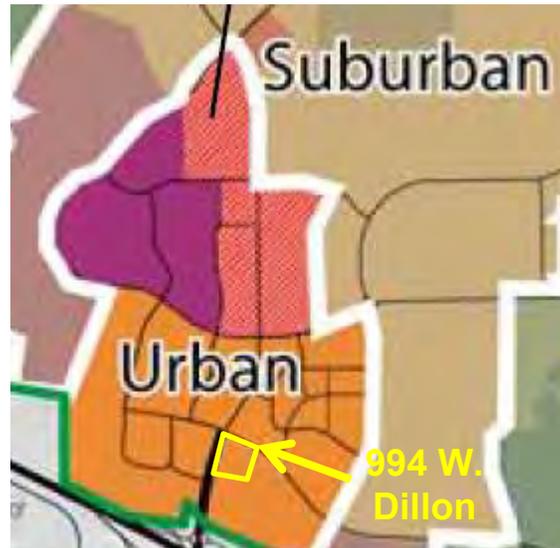
The request is to replace the existing structure with a new 12,772 square foot, single story multi-tenant retail/restaurant building (a 7,032 SF increase). The property is zoned PCZD-C and is subject to the Centennial Valley GDP and the City of Louisville's Commercial Development Design Standards and 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 uses limited to hotel, mixed use, and retail. The GDP currently limits the amount of retail allowed in the Centennial Valley to 515,000 SF. The proposed retail/restaurant use falls under the allowed uses but the amount of retail permitted needs to be increased by approximately 7,259 SF to accommodate the proposed development. The applicant is requesting to amend the GDP to allow for the increase in retail. General Development Plans may be amended under section 17.72.060 of the Louisville Municipal Code.

The Comprehensive Plan provides guidelines on whether a proposed GDP amendment is appropriate.



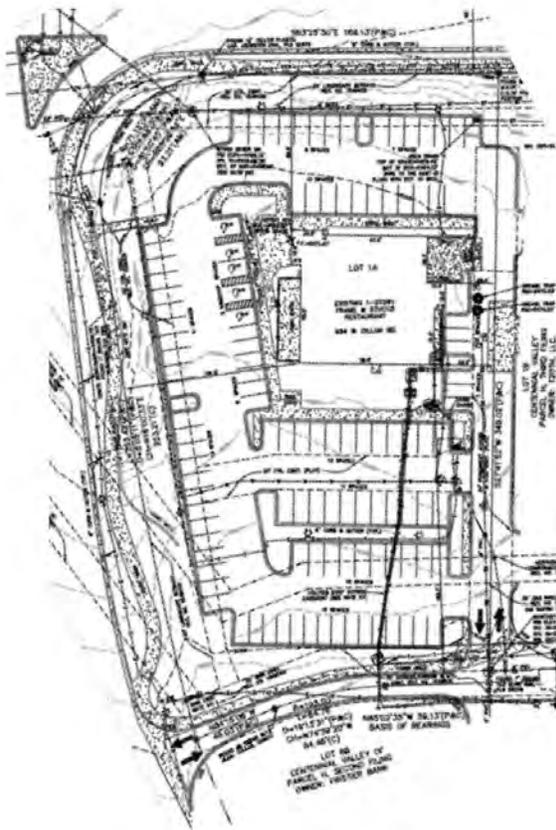
The 2013 Comprehensive Plan update designates 994 W. Dillon as “urban center.” The Comprehensive Plan states “the McCaslin Boulevard Urban Center will serve as the focal point for a regionally significant commercial activity center.” The expansion of retail and restaurant uses on this site will increase the permitted amount of retail further strengthening the regional retail nature of the corridor. Staff finds the request consistent and compliant with the Comprehensive Plan.

Site Plan

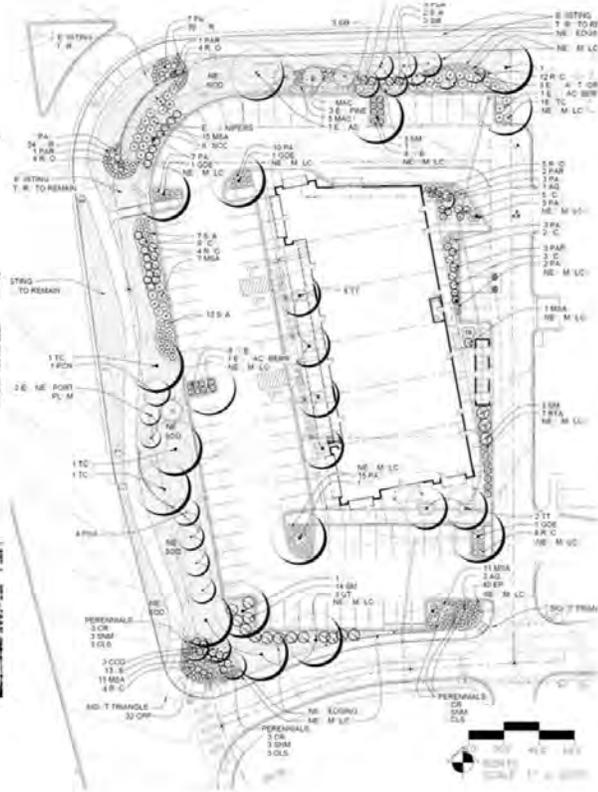
The proposed site plan includes a single multi-tenant building with a 12,772 square foot footprint. The building is located roughly in the same location as the existing building Old Santa Fe Mexican Grill. The applicant decided on this location to minimize the impacts on the existing hardscape and landscape.

The main function of the proposed building would be multi-tenant retail. According to the applicant’s letter “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”.

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 provided an analysis of its parking needs (attached) that states the national parking rates for a high-turnover (sit-down) restaurant, without a bar or lounge, is 6.37 parking spaces/1,000. 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 proposed parking allotment

satisfactory. If City Council deems it necessary, an off-site parking agreement can be required.

Vehicular and Pedestrian Circulation

The proposed 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.

Architecture

The building is designed to take full advantage of the McCaslin exposure while providing visual interest to pedestrians. The design proposes two tower elements acting as building endcaps, connecting a smaller scale central building. 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 has a flat steel siding, anodized aluminum storefront glass and a stucco parapet.



The western face of the smaller central building 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 sign placement.



**SUBJECT: ORDINANCE NO. 1696, SERIES 2015, RESOLUTION 46, SERIES 2015
RESOLUTION NO. 47, SERIES 2015**

DATE: JULY 28, 2015

PAGE 6 OF 8

The overall building height is 26'6", which complies with the 35' maximum building height in the CDDSG. The two endcap towers are 38' tall. The CDDSG allows for architectural elements such as "domes, spires, towers, etc." to be up to 50' in height.

Landscape Plan and Drainage:

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, 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 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.

Signs:

There isn't a sign package included with the PUD, therefore all signs must comply with the CDDSG.

Lighting:

The applicant has submitted a lighting plan which includes wall lights on the building and pole lighting in the parking lot. The lights meet the specifications of the CDDSG.

FISCAL IMPACT:

This request to increase the commercial square footage on this property will likely increase retail sales tax revenue to some degree.

**SUBJECT: ORDINANCE NO. 1696, SERIES 2015, RESOLUTION 46, SERIES 2015
RESOLUTION NO. 47, SERIES 2015**

DATE: JULY 28, 2015

PAGE 8 OF 8

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. Staff answered yes.

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, Resolution No. 46, Series 2015, and Resolution No. 47, Series 2015 approving the GDP amendment, development agreement amendment, and final PUD 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.

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. PowerPoint

**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 _____ 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

**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 an 9th Amendment to the Amended and Restated Development Agreement for Centennial Valley.

PASSED AND ADOPTED this ____ day of July, 2015.

By: _____
Robert P. Muckle, Mayor
City of Louisville, Colorado

Attest: _____
Nancy Varra, City Clerk
City of Louisville, Colorado

**RESOLUTION NO. 47
SERIES 2015**

A RESOLUTION APPROVING A FINAL PLANNED UNIT DEVELOPMENT (PUD) PLAN 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 14th day of July, 2015

By: _____
Robert P. Muckle, Mayor

Attest: _____
Nancy Varra, City Clerk

LAND USE APPLICATION

CASE NO. _____

APPLICANT INFORMATION
 McCaslin Retail, LLC
 Firm: 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
 McCaslin Retail, LLC
 Firm: 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*	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, 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. Koebel, Jr., President

CENTENNIAL VALLEY PROPERTIES II, LLC,
a Colorado limited liability company

By: KOELBEL AND COMPANY, as Manager

By: _____
Walter A. Koebel, Jr., President

CENTENNIAL VALLEY PROPERTIES III, LLC,
a Colorado limited liability company

By: KOELBEL AND COMPANY, as Manager

By: _____
Walter A. Koebel, Jr., President

CENTENNIAL VALLEY PROPERTIES IV, LLC,
a Colorado limited liability company

By: KOELBEL AND COMPANY, as Manager

By: _____
Walter A. Koebel, Jr., President

CENTENNIAL VALLEY PROPERTIES V, LLC,
a Colorado limited liability company

By: KOELBEL AND COMPANY, as Manager

By: _____
Walter A. Koebel, Jr., President

CENTENNIAL VALLEY PROPERTIES VI, LLC,
a Colorado limited liability company

By: KOELBEL AND COMPANY, as Manager

By: _____
Walter A. Koebel, 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

McCasin Marketplace

General Development Plan Amendment and Final PUD

Ordinance No. 1696, Series 2015; Resolution No. 46,
Series 2015; Resolution No. 47, Series 2015

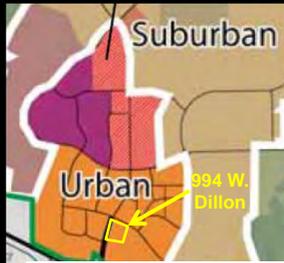
A request for a Final Planned Unit Development and General
Development Plan and GDP agreement amendments for a new
12,772 square foot single story retail/restaurant at 994 W. Dillon Road
in Centennial Valley.

Prepared by:
Dept. of Planning & Building Safety

McCasin Marketplace Location



McCasin 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 goals of the GDP and the goals of the comprehensive plan.

NON-RESIDENTIAL					
RETAIL	H L M O G 1	82.98	.20	-	522,269 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	.96	-	477,600 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

McCasin Marketplace Final PUD



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

McCasin 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*	91 parking 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



McCasin 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.

SUBJECT: GATEWAY ANNEXATION

1. **RESOLUTION NO. 50, SERIES 2015 – A RESOLUTION APPROVING AN AMENDMENT TO AN ADDENDUM TO THE GATEWAY ANNEXATION AGREEMENT**
2. **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 – 2ND Reading –Public Hearing (Advertised *Daily Camera* 07/19/2015)**
3. **RESOLUTION NO. 51, SERIES 2015 – A RESOLUTION APPROVING 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%.”**

DATE: JULY 28, 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 on the grounds that 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.

Based on staff's and the City Attorney's interpretation of the Louisville Municipal Code (LMC), the applicant is allowed to resubmit a development application if it substantially different from the one heard two months ago. This request is similar in that it still requests a second story be allowed within the permitted 26' building height. However, it is different in that this request proposes a minimum 3:1 roof pitch and reduced lot coverage from 10% to 8.5%.

Staff required a new public notice with this application; thus there was proper notice for the new Planning Commission and City Council hearings.

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). 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.”*

The corresponding Annexation Agreement and amendment to the agreement (also attached) includes the 1 story and 26 foot height restriction stated in both 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 City’s interest in preserving the 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 building’s 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 with a maximum height of 26 feet 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 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 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, would have less impact on the view shed when compared to the existing PUD because it would reduce the maximum lot coverage to 8.5%, where 10% is currently allowed, and ensure a possible 2nd story could not have 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-foot 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 were 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. There were no public comments during the public hearing.

FISCAL IMPACT:

Other than the review time, there are no unusual fiscal impacts associated with this request; if approved the project will generate permit and tap fees, building use and property tax, contribute to sales tax and create demands for municipal services.

STAFF RECOMMENDATION

Staff recommends City Council approve:

1. Resolution No. 50, Series 2015 – A Resolution approving an amendment to an Addendum to the Gateway Annexation Agreement
2. 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 – 2nd Reading –Public Hearing (advertised Daily Camera 07/19/2015) - continued from July 14, 2015
3. Resolution No. 51 Series 2015 – A Resolution approving 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%.”

ATTACHMENTS:

1. Resolution 50, Series 2015
2. Ordinance No. 1697, Series 2015
3. Resolution 51, Series 2015
4. Draft Annexation Agreement Amendment
5. Planning Commission Resolution No. 20, Series 2015
6. Planning Commission June 11, 2015 Minutes
7. Copperhill HOA Design Review Committee Letter
8. Land Use Application, transmittal letter, and proposed building elevations
9. Ordinance 1165, Series 1994
10. Ordinance 1166, Series 1994
11. Gateway Annexation Agreement (1996)
12. City Council minutes October 17, 1995.
13. Resolution 65, Series 1996
14. City Council minutes October 15, 1996
15. City Council minutes May 5, 2015.

**RESOLUTION NO. 50
SERIES 2015**

A RESOLUTION APPROVING AN AMENDMENT TO AN ADDENDUM TO THE GATEWAY ANNEXATION AGREEMENT

WHEREAS, An addendum to the Gateway 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 Gateway 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;"

WHEREAS, there has been submitted to the Louisville City Council an application requesting an amendment to the addendum to allow two-story residential unit on Lot 1 on Block 1 of the Gateway Subdivision without changing the existing 26-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%.

WHEREAS, the City Council by this Resolution desires to approve such Annexation Agreement and authorize its execution.

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

Section 1. The proposed amendment to the addendum between the City of Louisville and between [REDACTED] is hereby approved in essentially the same form as the copy of such Agreement accompanying this Resolution.

PASSED AND ADOPTED this 28th day of July, 2015.

By: _____
Robert P. Muckle, Mayor
City of Louisville, Colorado

Attest: _____
Nancy Varra, City Clerk
City of Louisville, Colorado

**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 dwellings 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 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~~) (Lots 1, Block 1, Gateway PUD, a/k/a Copper Hill Community Interest Community, Assessor Parcel Nos. 157507226001). Such dwellings 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.

Ordinance No. 1694, Series 2015
Page 2 of 3

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 _____ 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

Ordinance No. 1694, Series 2015
Page 3 of 3

**RESOLUTION NO. 51
SERIES 2015**

A RESOLUTION APPROVING 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 City Council 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; and

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 July 9, 2015, where evidence and testimony were entered into the record, including the findings in the Louisville Planning Commission Staff Report dated June 9, 2015, the Planning Commission recommends approval of the PUD Amendment to the City Council.

WHEREAS, City Council has reviewed the application, including the recommendation of the Planning Commission, and finds that it complies with Chapter 17, Section 17.28 of the Louisville Municipal Code, and other applicable requirements.

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Louisville, Colorado does hereby recommend approval Resolution 51, Series 2015, a resolution approving 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 28th day of July, 2015.

By: _____
Robert P. Muckle, Mayor
City of Louisville, Colorado

Attest: _____
Nancy Varra, City Clerk
City of Louisville, Colorado

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

[REDACTED]

(“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 underlined; words deleted are ~~stricken through~~):

14. No more than one ~~two~~ single family dwellings may be constructed on the portion 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 No. 157507226001 ~~Parcels No. 4 and No. 5 on the approved Annexation plat~~. 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 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 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:

[REDACTED]

ACKNOWLEDGEMENT

STATE OF COLORADO)
)ss
COUNTY OF _____)

The above and foregoing signature of [REDACTED] 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:

[REDACTED]

ACKNOWLEDGEMENT

STATE OF COLORADO)
)ss
COUNTY OF _____)

The above and foregoing signature of [REDACTED] 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

Planning Commission

Meeting Minutes

June 11, 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 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.
 - [REDACTED]
 - 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?

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:



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.

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.

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 [REDACTED] 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

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

[Redacted]

Lot No. 1, Block 1 Gateway PUD, aka Copper Hill Neighborhood

Members of the Staff, Planning Commission and City Council,

[Redacted]

[Redacted] 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 1 story with 26' Maximum Building Height",

to

"Maximum Building Height – Lots 1 & 2 Block 1 shall be 1 or 2 stories 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)

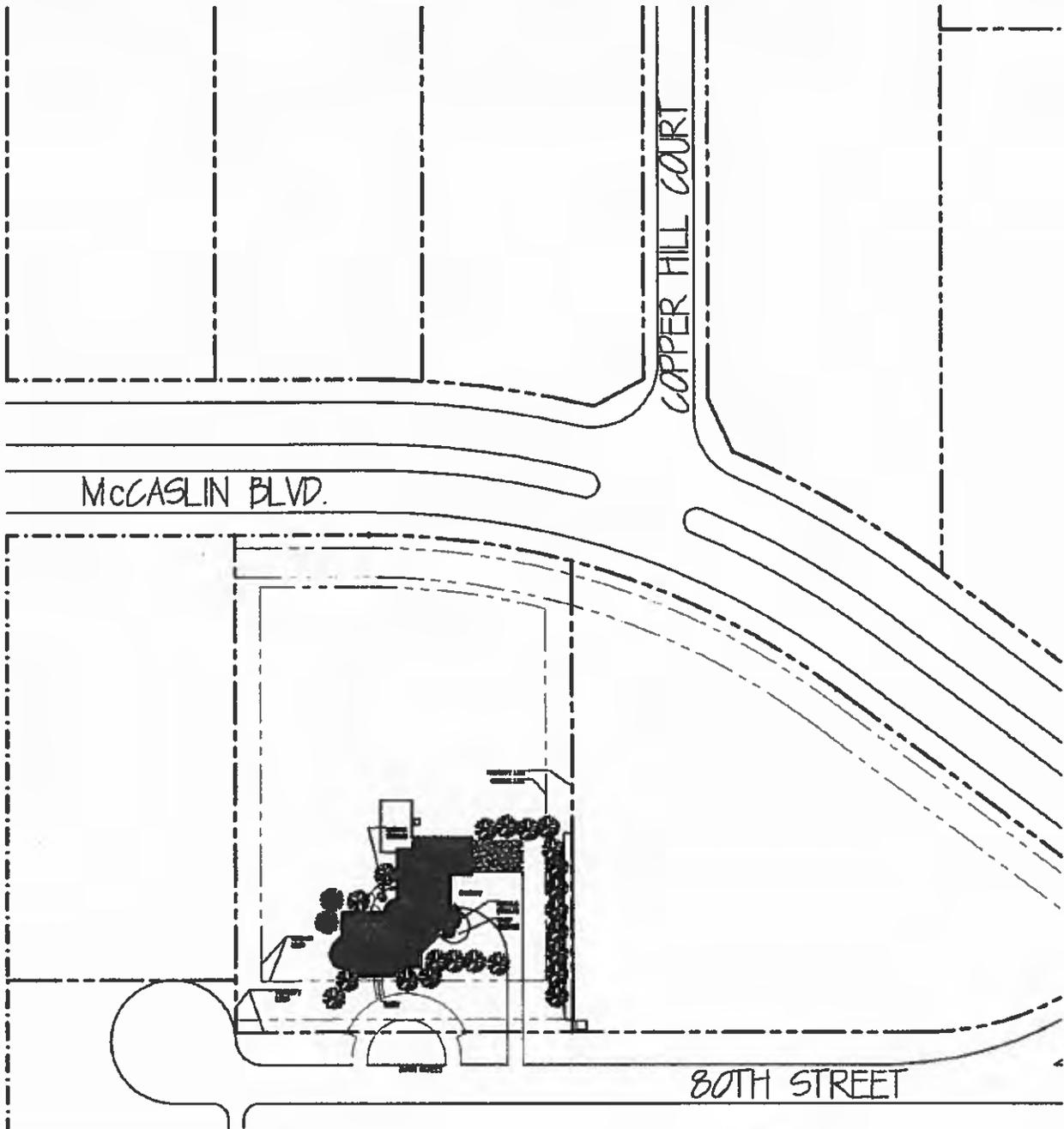
Lots 1 & 2 Block 1 shall be 1 Story with 26' Maximum Building Height"

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.

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.

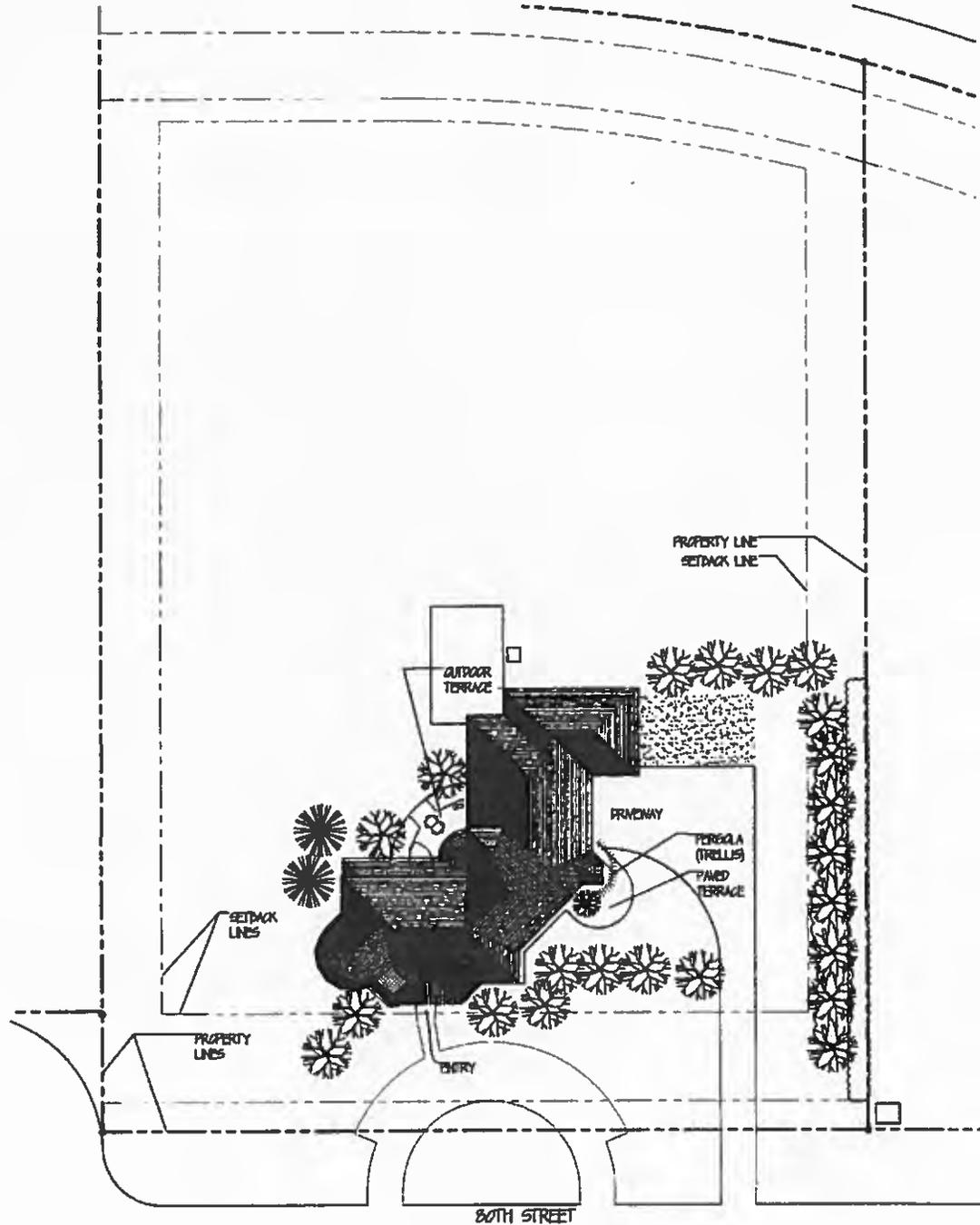


1566 S. 80TH ST., LOUISVILLE, CO

SITE PLAN - 02/04/2015 1" = 100'

← 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.

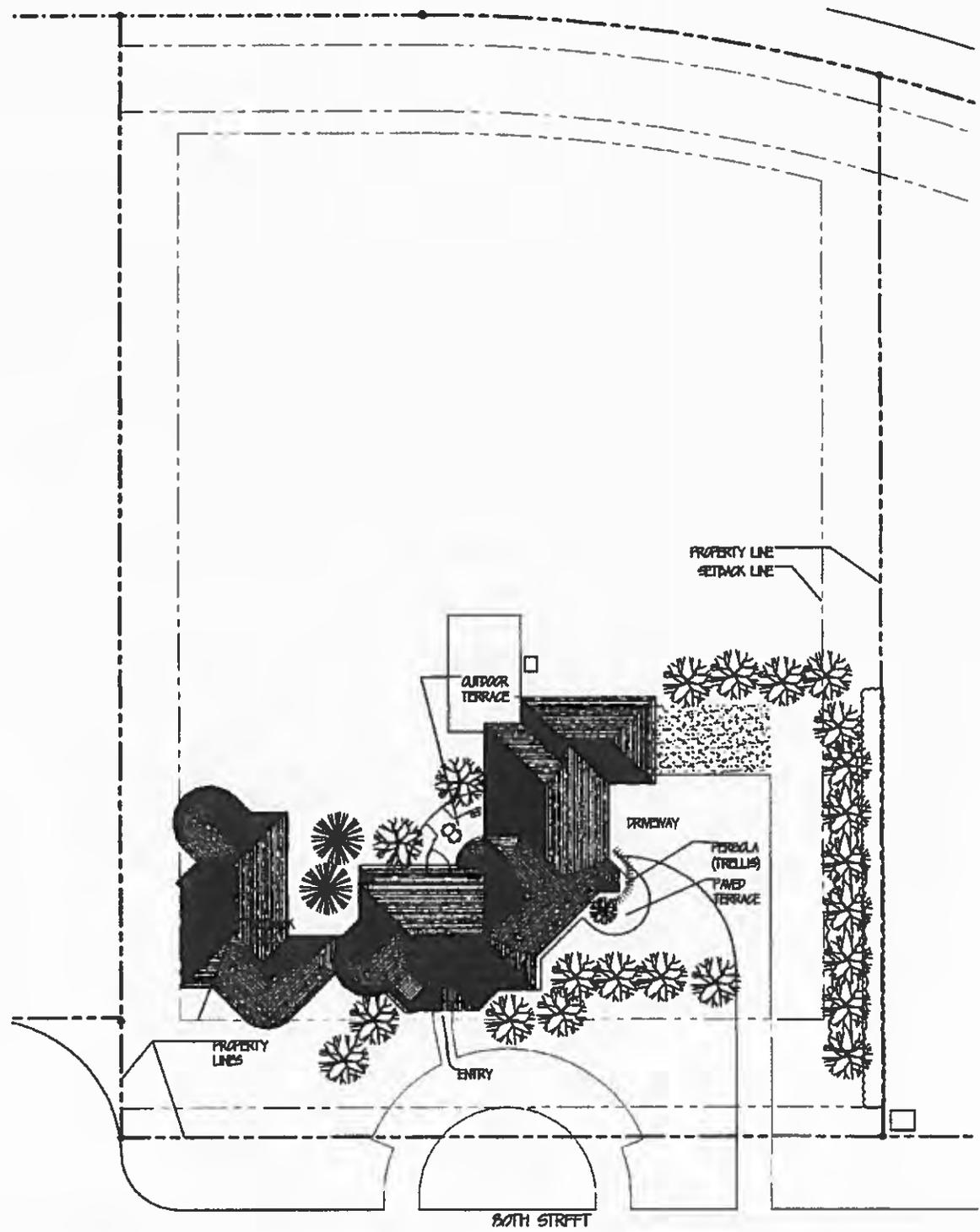


1566 S. 80TH ST., LOUISVILLE, CO

SITE PLAN - 02/04/2015 1" = 100 0'

← North on Site Plan above

This drawing represents the Site Plan of the proposed house that [REDACTED] 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.



1566 S. 80TH ST., LOUISVILLE, CO

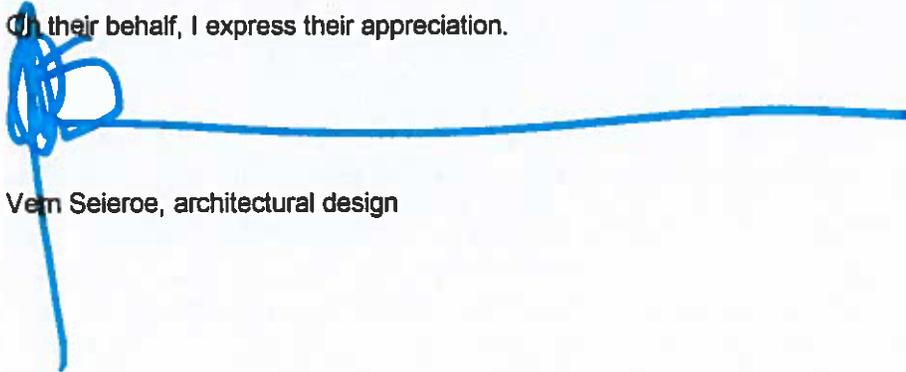
SITE PLAN - 02/04/2015 1" = 10' 0"

← North on Site Plan above
This is a hypothetical plan suggesting how this architect might design a one story residence for [REDACTED]. 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.

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 [REDACTED] 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

**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**

26

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
Tom Davidson, Mayor

ATTEST:

APPROVED AS TO FORM:

Maj-Lis Kemper
Maj-Lis Kemper, City Clerk
SEAL

Susan Griffiths
Susan Griffiths, City Attorney
Griffiths & Tanoue, P.C.

PASSED AND ADOPTED ON SECOND AND FINAL READING this 17th day of October, 1995.

Tom Davidson
Tom Davidson, Mayor

Maj-Lis Kemper
Maj-Lis Kemper, City Clerk
ATTEST
CITY OF COLCHADO
S V I L L A

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

**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 257.09 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 BOTH STREET, SAID ARC SUBTENDED 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 BOTH 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°33'07" E 40.00 FEET;
3. N 00°06'53" W 176.00 FEET TO THE POINT OF BEGINNING,
CONTAINING 264480 SQUARE FEET (205.072 ACRES).

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**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 CONTAINING 4511 SQUARE FEET (0.104 ACRES).

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.

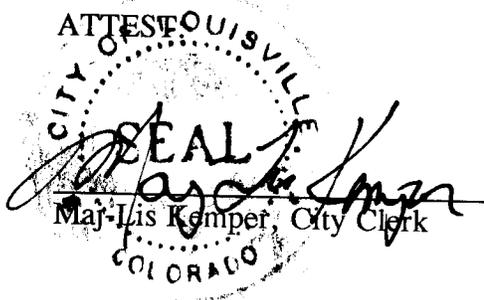
INTRODUCED, READ AND ORDERED PUBLISHED this 18th day of October, 1994.

BY:

Tom Davidson
Tom Davidson, Mayor

APPROVED AS TO FORM:

Susan Griffiths
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
Tom Davidson, Mayor

ATTEST:

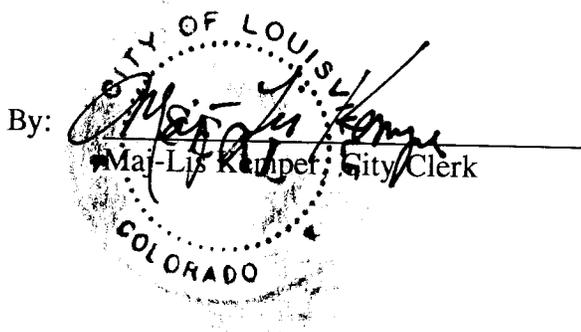


EXHIBIT A

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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).

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 257.09 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 BOTH STREET, SAID ARC SUBTENDED 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 BOTH 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°33'07" 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 BOTH
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 CONTAINING 4511 SQUARE FEET (0.104 ACRES).

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".

21

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.

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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.

EDH

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.

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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.

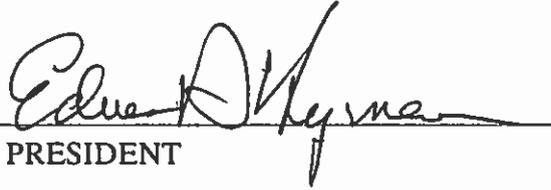
12. The parties agree to cooperate and provide/sign all documents and take all actions necessary to achieve any disconnection of the property from the City pursuant to this Agreement.

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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.

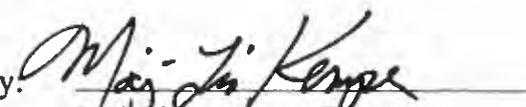
OWNER: LOUISVIEW CORPORATION

By: 
PRESIDENT

CITY OF LOUISVILLE

By: 
Tom Davidson, Mayor

ATTEST:

By: 
Maj-Lis Kemper, City Clerk

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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".

40

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.

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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

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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.

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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.

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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

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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

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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.

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EXHIBIT "C"

(_____ Annexation Agreement)

Water Rights Appurtenant to Property.

<u>Water Rights</u> <u>Number(s)</u>	<u>Number of Shares</u>	<u>Certificate</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

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. Secunder, 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.

Keaney 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:

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.

██████████ 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. ██████████ 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 ordinance; 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

MOTION: 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: 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 – 2nd
Reading – Public Hearing – Advertised *Daily Camera*
07/19/2015**

SALE OF 637 FRONT STREET

DATE: JULY 28, 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 approved a Purchase and Sale Agreement at its July 14, 2015 meeting by Resolution No. 48, Series 2015. 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.

The City Charter requires any transfer of fee ownership in real property owned by the City to be approved through adoption of an Ordinance. On July 14, 2015 City Council approved on first reading Ordinance 1698, Series 2015 and set the Public Hearing for consideration of this Ordinance on July 28th. Council must approve this Ordinance to proceed with the sale of this property.

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. At the time of purchase, City Council stated in the authorizing ordinance the City's intent that the property was being purchased as a general asset and that all or portions of the property and any interests therein may be subsequently leased or sold as determined by subsequent action of City Council. Under the Charter, a sale of property requires approval by ordinance excepting a sale of park or open space for which an election is required absent specific circumstances.

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, to facilitate construction of a surface parking lot. 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 providing 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 the magnitude of the increase would still be 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 has not requested an updated appraisal.

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.

Property Value

There is concern about using the 2013 appraisal to determine value for Lots 1-2, as the appraisal is now 2.5 years old and used the existing lease with Lucky Pie in the analysis. To help address this concern, staff researched recent sales of similar property in downtown. The following is a chart of the recent sales and their corresponding price per square foot of building area:

Recent Downtown Property Sales

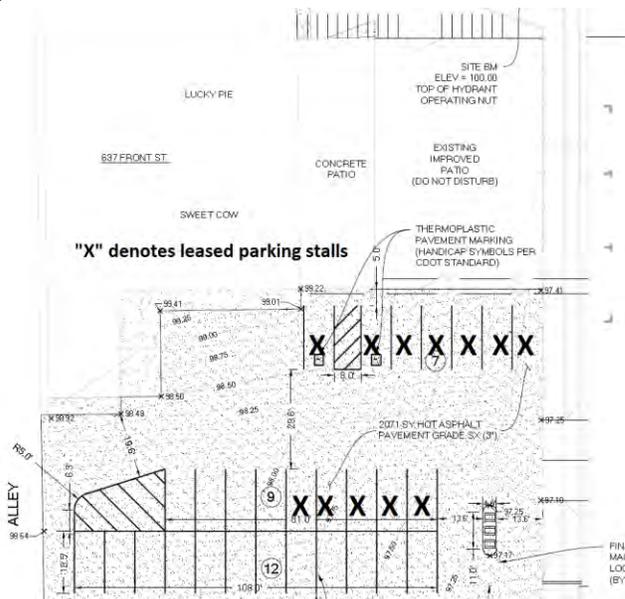
Property	Sale Date	Sale Price	Building sf	Building \$ psf
Melting Pot	10/13/2014	\$ 1,552,300	9,670	\$ 160.53
Empire	8/25/2014	\$ 825,000	4,231	\$ 194.99
726 Front	4/9/2015	\$ 4,000,000	20,822	\$ 192.10
Lucky Pie		\$ 1,200,000	5,775	\$ 207.79

Based on this analysis, the proposed Lucky Pie building sale would be 6.6% higher per square foot than the highest listed comparable, the Empire Restaurant transaction, which occurred about 3 months ago, on April 9th of this year.

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

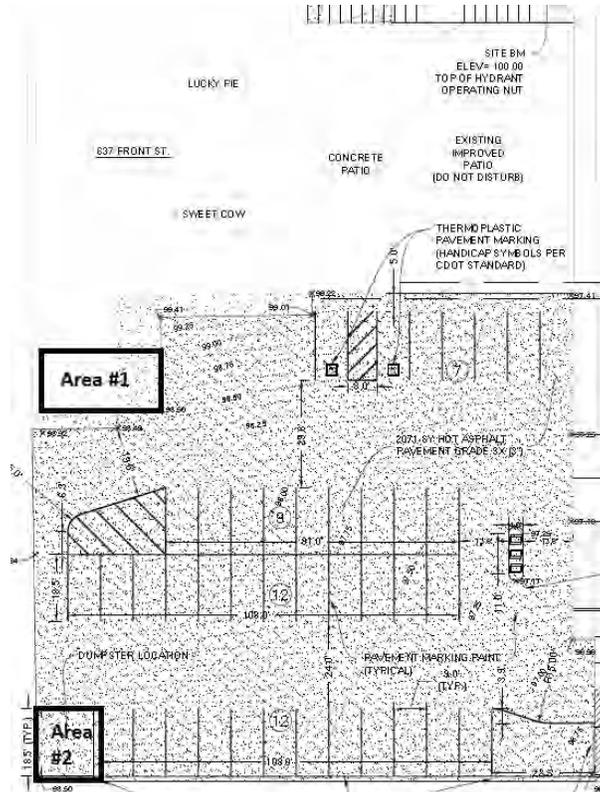
A portion of the loading dock on the southern portion of the restaurant is on the City's Lot 3. This Revocable License will allow this portion of the loading dock to remain.

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DATE: JULY 28, 2015

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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 successful at this location and 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 has said he would be comfortable in making such investments only if he owns the building.

On Thursday, July 23, 2015, Laurence Verbeck, a Boulder Architect, submitted an unsolicited purchase offer to the City for a purchase price of \$1,450,000 and commits to most of the same provisions as the executed Purchase and Sale Agreement with Front Street Property, LLC. The proposed agreement submitted includes two deviations from the Front Street Property, LLC contract in addition to buyer and price; specifically, it does not include a "no assignment" clause prohibiting assignment of the contract to non-affiliated parties, and the provision addressing the existing lease is necessarily

different given the buyer is not a related entity. The City cannot cancel the current purchase agreement, but should there not be an effective ordinance allowing for the disposition of the property, the City cannot complete the closing. The contract includes a provision (Section 5.5) stating the City's obligation to close is contingent upon adoption and final effectiveness of the authorizing ordinance. Only Lucky Pie can cancel the existing lease to necessitate the parking lease, as the existing lease with Lucky Pie encompasses more than Lots 1-2.

Should Council determine not to finally adopt Ordinance No. 1698 authorizing the sale, to Front Street Venture, LLC per the contract approved by Resolution No. 48, if Council still wants to sell the property, staff recommends Council consider an RFP process through which multiple parties could bid on the property.

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 to reflect the expenditure from the General Fund with the property was purchased in 2008. If the sale is approved, Council may or may not wish to restrict the proceeds for specified purposes, such as downtown parking.

RECOMMENDATION:

Staff recommends adopting the Ordinance to sell Lots 1-2, Block 4 in the Town of Louisville with an address of 637 Front Street because Council has already approved Resolution No. 48 on the Purchase and Sale Agreement with Front Street Ventures, LLC, and because the sale 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.

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DATE: JULY 28, 2015

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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.

ATTACHMENTS:

1. Staff Presentation
2. Ordinance No. 1698, Series 2015 authorizing sale of property
3. Purchase and Sale Agreement with Front Street Ventures, LLC with exhibits
4. January 2013 Appraisal for 637 Front
5. Purchase and Sale Agreement with Lawrence Verbeck
6. Public comments on proposed sale

2nd Ordinance for Selling 637 Front Street

Aaron DeJong
Economic Development
July 28, 2015

Background

- 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

- 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

- 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



- 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



- 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

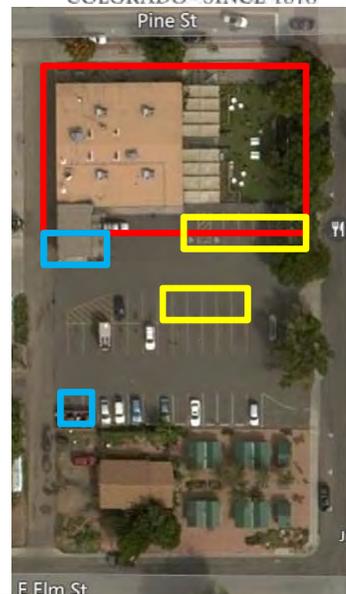
Recent Sales



Recent Downtown Property Sales				
Property	Sale Date	Sale Price	Building sf	Building \$ psf
Melting Pot	10/13/2014	\$ 1,552,300	9,670	\$ 160.53
Empire	8/25/2014	\$ 825,000	4,231	\$ 194.99
726 Front	4/9/2015	\$ 4,000,000	20,822	\$ 192.10
Lucky Pie		\$ 1,200,000	5,775	\$ 207.79

Summary

- 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

- 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

- 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 upon Lot 3, the Parking Lease upon Lot 3, and a Development Restriction upon Lots 1 and 2.



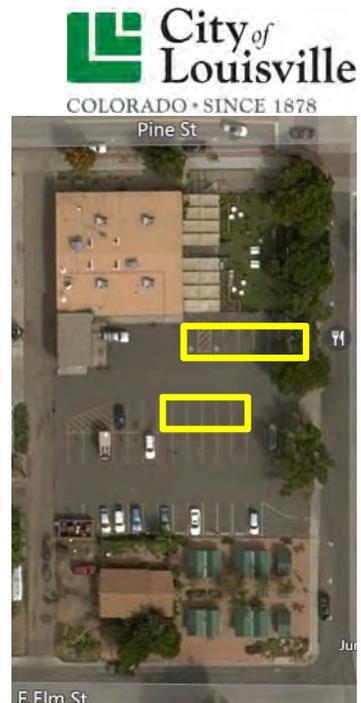
Revocable License

- 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

- 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



- 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.

Another Offer



- Received an unsolicited offer from Laurence Verbeck
 - \$1,450,000
 - Mostly same terms
- Should Council not want to sell to Front Street Ventures, LLC but still sell the property, staff recommends an RFP process to allow any interested parties to bid.

Recommendation



- 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



Actions Recommended and Requested:

1. Approve Second reading of Ordinance

**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. ____, 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 LOUISVILLE, COLORADO:

Ordinance No. 1698, Series 2015
Page 1 of 3

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. _____, 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 _____ day of _____, 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 _____ day of
_____, 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@hcboulder.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:

City of Louisville
Attn: City Manager
749 Main Street
Louisville, CO 80027

Licensee:

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 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

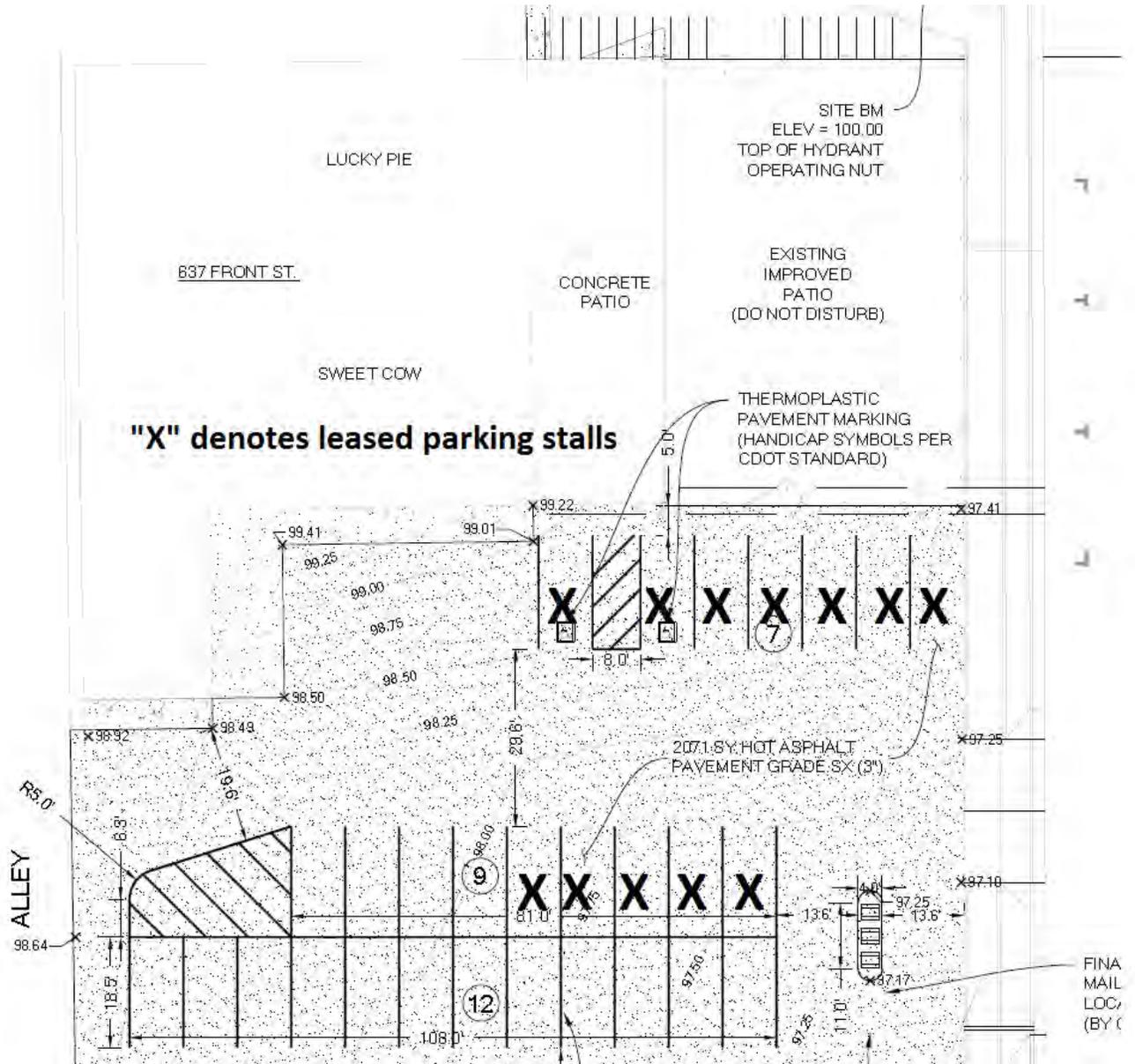


EXHIBIT D
RESTRICTIVE COVENANT
(attached to and made a part of the Agreement)

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 hereby 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

**A SUMMARY APPRAISAL OF
RESTAURANT PROPERTY WITH SURPLUS LAND
637 FRONT STREET
LOUISVILLE, COLORADO**

For
The City of Louisville
749 Main Street
Louisville, Colorado 80027
Attention: Aaron DeJong

DATE OF VALUATION
January 8, 2013

DATE OF REPORT
January 15, 2013

BY
WILLIAM GRAFF and COMPANY
William C. Graff, MAI, President
P.O. Box 20643
Boulder, Colorado 80308
(303) 530-4179

William Graff and Company

Commercial Real Estate Appraisals

P.O. Box 20643 Boulder, Colorado 80308

(303) 530-4179 graffco@gmail.com

William C. Graff, MAI

File 13-01

January 15, 2013

The City of Louisville
749 Main Street
Louisville, Colorado 80027
Attention: Aaron DeJong

Re: Summary appraisal of restaurant property with
surplus land at 637 Front Street in Louisville,
Colorado

Dear Mr. DeJong:

At your request, I have made a personal inspection of the referenced property and surrounding neighborhood for the purpose of estimating the market value of the subject property. The intended user of this report is The City of Louisville. There are no other intended users and no one other than the intended user stated in this report may rely on this appraisal. The rights to be appraised are those of the fee simple estate and the leased fee estate.

This letter of transmittal is attached to a report that has been prepared in conformity with the rules and regulations of the Appraisal Institute and in accordance with my understanding of the Uniform Standards of Professional Appraisal Practice (USPAP). **This report is intended to be a summary appraisal report per USPAP standards.** This report is prepared subject to the contingent and limiting conditions that are presented on following pages. Do not rely on this report unless you accept these contingent and limiting conditions.

The subject of this report is a former post office property that is now used by a pizza restaurant tenant. The subject site contains approximately 35,000 square feet and the subject building contains approximately 5,819 square feet above grade plus a partial basement. Contract rent is below market rent and a significant leasehold value is created by the below market contract rent. This lease has about eight years in remaining term if the option to renew is exercised. The highest and best use of the subject property, as improved, is probably a continuation of the current use for the near term, recognizing that surplus land is present.

Important Assumption

The appraiser has not been provided recent environmental reports or assessments for the subject property. A 2008 Phase I Environmental Assessment provided to the appraiser revealed no recognized

environmental conditions. The value estimate presented in this report expressly assumes that the subject property is not significantly adversely impacted by any environmental issues. If further study reveals that the subject property is significantly adversely impacted by environmental issues, the value estimate presented in this report may be invalid and a new valuation analysis may be necessary.

Final Market Value Conclusion – Hypothetical – If In Fee Simple

In my opinion, the market value of the subject property, **hypothetical**, if in fee simple, as of January 8, 2013, was:

**ONE MILLION THREE HUNDRED SIXTY THOUSAND DOLLARS
(\$1,360,000)**

It is noted and emphasized that this hypothetical value conclusion, if in fee simple, assumes that the subject property is leased at market rent, which it is not at the present time. This value estimate is presented to inform the reader as to what the value of the subject property would be, if leased at market rent, as of a current date.

Final Market Value Conclusion – As Is – Leased Fee Estate

In my opinion, the market value of the subject property, as is, leased fee estate, as of January 8, 2013, was:

**ONE MILLION ONE HUNDRED THOUSAND DOLLARS
(\$1,100,000)**

Marketing Period/Exposure Time

The estimated reasonable marketing period and exposure time for the subject property, as is discussed and supported in this report, is approximately nine to twelve months, assuming a marketing price near the concluded value estimate in this report.

Respectfully submitted,

WILLIAM GRAFF AND COMPANY

William C. Graff, President, MAI
Certified General Appraiser
State of Colorado CGO1313154

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ATTACHMENTS

Appraisal License

SUMMARY OF SALIENT FACTS AND CONCLUSIONS

Location:	The subject is located at 637 Front Street in Louisville, Colorado.
Owner of Record:	The City of Louisville
Legal Description:	See page 21
Property Rights Appraised:	Fee simple estate and leased fee estate
Date of Value:	January 8, 2013
Zoning:	The subject is zoned CC (Commercial Community), City of Louisville.
Site Description:	The site is a rectangular shaped corner parcel containing approximately 35,000 square feet.
Flood Zone:	The subject property is partly located in an identified 100 year flood hazard area.
Improvements Description:	The existing building is a former post office that contains approximately 5,819 square feet above grade plus a partial basement. It was built in 1966 and renovated to restaurant use in 2010.
Special Improvement District:	None
Highest and Best Use:	
If Vacant:	Probably mixed use development.
As Improved:	A continuation of the current use, probably oriented to owner occupancy, recognizing that surplus land is present.
Valuation Summary:	
Final Estimate of Market Value, As Is, Leased Fee Estate, As of January 8, 2013:	\$1,100,000
Final Estimate of Market Value, Hypothetical, If In Fee Simple, As of January 8, 2013:	\$1,360,000

CONTINGENT AND LIMITING CONDITIONS

This report is prepared subject to the following contingent and limiting conditions. Do not rely on this report unless you accept these contingent and limiting conditions.

This is a summary appraisal report which is intended to comply with the reporting requirements set forth under Standard Rule 2-2(b) of the Uniform Standards of Professional Appraisal Practice for a summary appraisal report. As such, it might not include full discussions of the data, reasoning, and analyses that were used in the appraisal process to develop the appraiser's opinion of value. Supporting documentation concerning the data, reasoning, and analyses is retained in the appraiser's file. The information contained in this report is specific to the needs of the client and for the intended use stated in this report. The appraiser is not responsible for unauthorized use of this report.

I assume no responsibility for matters legal in nature, nor do I render any opinion as to title, which is assumed to be marketable. All existing liens and encumbrances, if any, have been disregarded, and the property is appraised as though free and clear and held under responsible ownership and competent management.

This appraisal report has been prepared for the sole and exclusive use of my client. It may not be used or relied upon by any other party. Any party who uses or relies upon any information in this report, without the preparer's written consent, does so at their own risk.

Any information in this report furnished by others is believed to be reliable; however, the appraiser assumes no responsibility for its accuracy.

The appraisal report may contain estimates or opinions of future financial performance or prospective value based on reasonable expectations as of the date the report was prepared. It is understood that it is difficult to predict future market conditions and any such projection is based on the then current market conditions and the best available information regarding future trends. The appraiser is not responsible for unforeseeable events or trends that alter market conditions prior to the effective date of the prospective value or analysis. The value of real estate is subject to change over time, both up and down. If future market conditions differ significantly from the projected future market trends presented in this report, the value(s) presented in the report may be invalid, and an updated report may be necessary.

Although parcel dimensions were taken from a source considered to be reliable, this should not be construed as a land survey. The exact land size and legal description should be verified by a licensed engineer or land surveyor.

Sketches presented herein are included to assist the reader in visualizing the property, and I assume no responsibility for their accuracy. I have made no survey of the property.

It is assumed that the utilization of the land and improvements is within the boundaries or property lines of the property and that there is no encroachment or trespass unless noted in the report.

Full compliance with all applicable federal, state and local environmental regulations and laws is assumed unless noncompliance is stated, defined and considered in the appraisal report.

It is assumed that all applicable zoning and use regulations and restrictions have been complied with unless a nonconformity was stated, defined and considered in the appraisal report.

It is assumed that all required licenses, certificates of occupancy, consents or other legislative or administrative authority from any local, state or national government or private entity or organization have been or can be obtained or renewed for any use on which the value estimate contained in this report is based.

No requirement shall be made of the appraiser for testifying or attendance in court by reason of this appraisal with reference to the property in question, unless arrangements have been made previously. If any courtroom or administrative testimony is required in connection with this report, an additional fee shall be charged for those services.

Possession of this report, or copy thereof, does not carry with it the right of publication or reproduction, nor may it be used for any purposes whatsoever by any but the appraisal client without previous written consent of the appraiser or the appraisal client.

I assume that there are no hidden or unapparent conditions of the property, subsoil or structures that would render it more or less valuable. I assume no responsibility for such conditions or for engineering that might be required to discover such factors.

The appraisal/consulting assignment assumes that the property will be competently managed, leased, and maintained by financially sound ownership over the projected holding period. This assignment does not include an evaluation of management or ownership relative to these issues.

WILLIAM GRAFF and COMPANY does not, as part of this assignment, perform an audit, review, or examination (as defined by the AICPA) of any historical or prospective financial information relating to the subject property, and therefore does not express any opinion with regard to same.

Unless otherwise stated in this report, the existence of hazardous material, which may or may not be present on the property, was not observed by the appraiser. The appraiser has no knowledge of the existence of such materials on or in the property. The appraiser, however, is not qualified to detect such substances. The presence of substances such as mold, asbestos, urea-formaldehyde foam, PCBs, radon gas, or other potentially hazardous materials may affect the value of the property. The value estimate is predicated on the assumption that there is no such material on or in the property that would cause a loss in value. No responsibility is assumed for any such conditions, or for any expertise or engineering knowledge required to discover them. The client is urged to retain an expert in this field, if desired.

The appraiser is not an environmental inspector and is not an expert in this field. The appraiser provides an opinion of value. The appraisal does not guarantee that the property is free of defects or environmental problems. A professional inspection by an expert in environmental contamination is recommended to determine whether the subject property is impacted by any environmental contaminants

including mold, lead paint, asbestos, urea-formaldehyde foam, radon gas, PCBs, or other potentially hazardous materials.

No responsibility is assumed for the accuracy of any descriptions of physical materials and conditions pertaining to the property, or for any damages sustained in connection with actual or potential deficiencies or hazards such as, but not limited to, inadequacies or defects in the structure, design, mechanical equipment or utility services associated with the improvements; air or water pollution; noise; flooding, storms or wind; traffic and other neighborhood hazards; radon gas, asbestos, natural or artificial radiation, or toxic substances of any description, whether on or off the premises. It is recommended that the client retain experts in these fields to define these issues.

This assignment has not taken into consideration any value associated with mineral rights, water rights, or personal property, unless otherwise stated.

The Americans with Disabilities Act (ADA) became effective January 26, 1992. I have not made a specific compliance survey and analysis of this property to determine whether or not it is in conformity with the various detailed requirements of the ADA. It is possible that a compliance survey of the property, together with a detailed analysis of the requirements of the ADA, could reveal that the property is not in compliance with one or more of the requirements of the Act. If so, this fact could have a negative effect upon the value of the property. Since I have no direct evidence relating to this issue, I did not consider possible non-compliance with the requirements of ADA in estimating the value of the property.

The omission or change of any part of this appraisal opinion without written authorization of the appraiser invalidates the entire appraisal opinion.

Disclosure of the contents of this investigation is governed by the Bylaws of the Appraisal Institute. Neither all nor any part of the contents of this study (especially any conclusions of value, the identity of the appraiser or the firm with which they are connected, or any reference to any professional society or institute or any initialed designations conferred upon the appraiser) shall be disseminated to the public through advertising media or public means of communication without prior written consent and approval of the appraiser.

PURPOSE AND INTENDED USE OF THE APPRAISAL

The purpose of this appraisal is to estimate the market value of the subject property. It is the function or intended use of this appraisal to estimate a market value to assist my client, The City of Louisville, in internal decision-making. The intended user of this report is The City of Louisville. There are no other intended users and no one other than the intended user stated in this report may rely on this appraisal.

DATE OF VALUE ESTIMATE

The effective date of the appraisal is January 8, 2013, the date the property was inspected for appraisal purposes. The value of real estate is subject to change, both up and down, over time.

SCOPE OF THE APPRAISAL

In the process of preparing this appraisal report, I have completed the following steps.

1. Inspected the subject property and surrounding area.
2. Collected data on the region, city and neighborhood and analyzed their influence on the subject property.
3. Researched public records for data on the subject, including zoning, utilities and assessments.
4. Analyzed and concluded the highest and best use of the property, both as if vacant and as improved.
5. Completed an estimate of value for the subject property using the Sales Comparison and Income Approaches.
6. Reconciled the results into a final estimate of market value for the subject property.
7. This summary appraisal report is a brief recapitulation of the appraiser's data, analyses, and conclusions. Supporting documentation is retained in the appraiser's file.

COMPETENCY PROVISION

The competency provision of USPAP requires the appraiser to have the knowledge and experience necessary to complete the appraisal assignment competently; or 1) disclose the lack of knowledge and/or experience before accepting the assignment; and, 2) take all steps necessary or appropriate to complete the assignment competently; and 3) describe the lack of knowledge and/or experience and the steps taken to complete the assignment competently.

I have the knowledge and the experience necessary to complete this appraisal assignment competently. I have been appraising commercial real estate in the Boulder County market for the past 25 years and I have experience appraising the property type relevant to this appraisal assignment.

DEFINITION OF MARKET VALUE

The definition of "market value," as used in this report, is as follows:

"Market Value" is the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1. Buyer and seller are typically motivated;
2. Both parties are well informed or well advised, and acting in what they consider their own best interests;
3. A reasonable time is allowed for exposure in the open market;
4. Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
5. The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.¹

¹ OCC's Final Rule, 12 CFR Part 34, Subpart C- Appraisals, Section 34.42(f), effective August 24, 1990.

PROPERTY RIGHTS APPRAISED

Both the fee simple and leased fee estates will be analyzed. The term "fee simple estate" is defined as:

Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat.²

The term "leased fee estate" is defined as:

An ownership interest held by a landlord with the right of use and occupancy conveyed by lease to others. The rights of the lessor (the leased fee owner) and the leased fee are specified by contract terms contained within the lease.³

The subject property is encumbered by one master lease. The terms of the lease is summarized as follows.

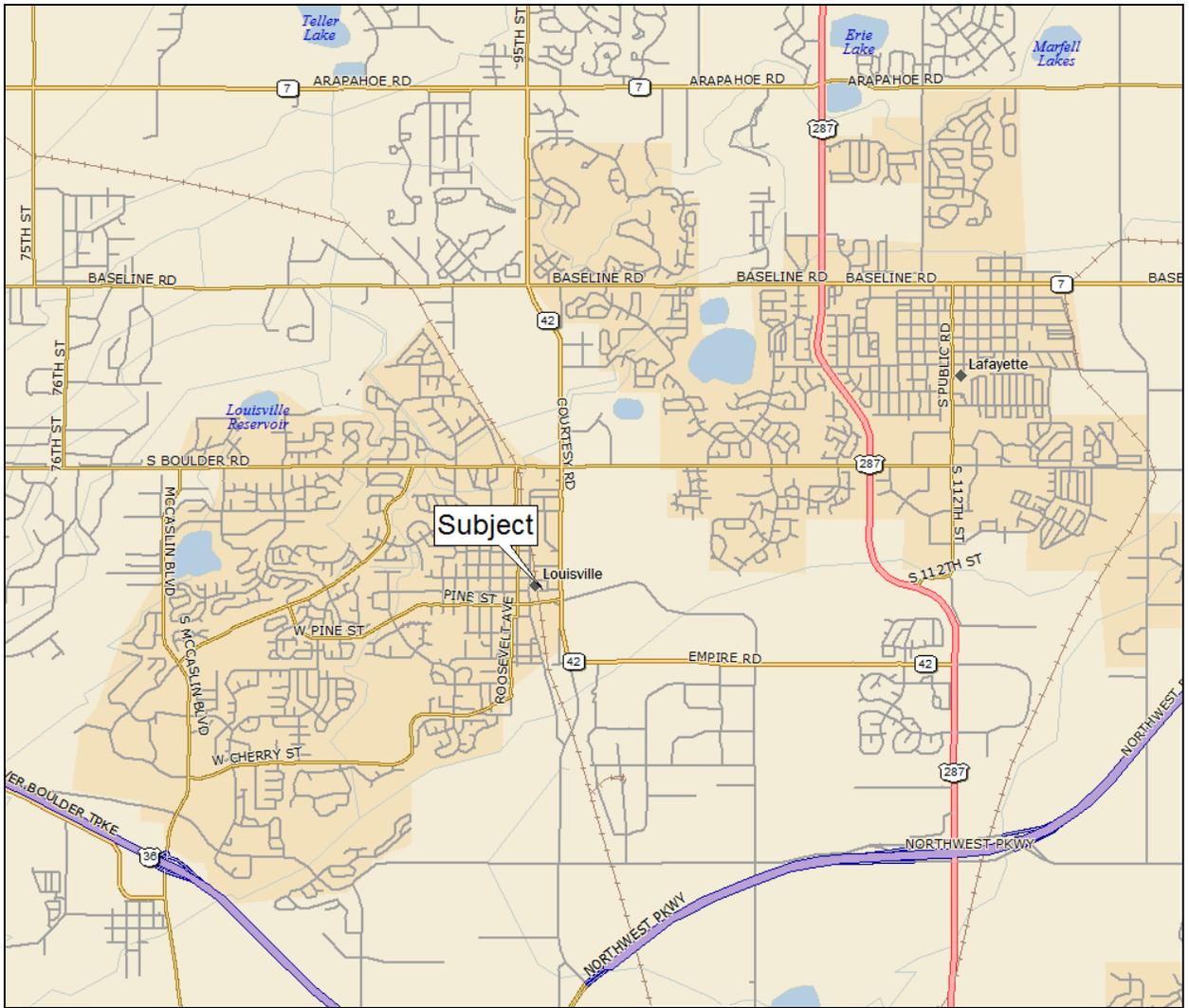
The entire subject property is master leased to Lucky Pie LLC. The base term of the lease is from April 2010 through April 30, 2015. There is one option to renew for five years at the then downtown market rental rate, not to exceed \$87,285 (\$15.00 per SF) per year in year one of the option.

Current rent is about \$10.24 per square foot on a modified gross expense basis with the landlord paying taxes, insurance, management, and structural repairs. The tenant pays all utilities and all interior maintenance. Base rent increases 3.0 percent per year. As part of this lease the landlord spent approximately \$25,000 for building upgrades and the tenant reportedly spent about \$300,000 to substantially renovate the building.

Contract rent from this lease is below market rent and a significant leasehold value is created as is quantified later in the report.

²The Dictionary of Real Estate Appraisal, Third Edition, Appraisal Institute, Chicago, Illinois, 1993, p. 140.

³The Dictionary of Real Estate Appraisal, Third Edition, Appraisal Institute, Chicago, Illinois, 1993, p. 204.



LOUISVILLE/LAFAYETTE REGIONAL TRENDS

The cities of Louisville and Lafayette are located adjacent to one another in southeastern Boulder County. Together they form a demographic area and real estate market area that is best analyzed together as one larger market. Louisville and Lafayette are located in southeastern Boulder County about five to ten miles southeast of the City of Boulder and about 15 miles northwest of Denver.

History

Louisville originated in 1877 as a coal mining community. From 1890 through 1928, the Acme Mine Company was a major employer in the Louisville area. Located in a region known as the Northern Coal Field, the Louisville mines were some of the most active in Colorado. The last mines near Louisville closed in about 1952. Through the early 1970s, Louisville was primarily a small, rural community subsisting on agriculture. From the early to mid-1970s, Louisville began to expand along with the rapid growth of metro Denver. Louisville experienced significant growth during the 1980s and 1990s. Its proximity to Denver and Boulder enables its residents to participate in the economic and cultural activities of either city while retaining the advantages of living in a smaller community.

The city of Lafayette was settled in the 1860s, and when coal was discovered in 1884, the town grew into a prosperous mining community. The town, named after Lafayette Miller, was incorporated in 1889. Coal mining provided the primary economic base for the city, but with the decline of the coal industry in the 1930s, Lafayette depended primarily on agriculture for its continued prosperity. Growth was gradual from the time of incorporation until the 1950s, when development in Denver, Boulder and Longmont began spurring expansion in Lafayette. Lafayette experienced significant growth during the 1980s and 1990s.

Colorado Economy

The most recent economic information and forecast from the State of Colorado Legislative Council, dated September 2012, states that “Colorado will outperform the national economy, but will slow following the national and international economies in the second half of 2012 and first half of 2013....Colorado is better positioned than the rest of the nation for recovery, but it is not insulated from national economic trends.”

Metro Denver Region

The most recent economic information and forecast from the State of Colorado Legislative Council, dated September 2012, states that “The economy in the metro Denver region continues to show signs of improvement. The region’s job market, which represents over half of the statewide labor market, continues to see moderate employment gains through July, and people are re-entering the labor market. Consumer spending is growing faster than any time since 2004. The residential real estate market is

showing strength in both construction and home price appreciation. Nonresidential construction is still growing, but at slower rates than in 2011.”

Employment

The recent employment data and projections from the Colorado Economic Council are summarized as follows.

Colorado Non-Farm Employment Growth	
Year	
2007	+2.3%
2008	+0.8%
2009	-4.5%
2010	-1.1%
2011	+1.5%
2012 projected	+1.7%
2013 projected	+0.7%
2014 projected	+1.4%

Unemployment Rates

Unemployment rates dropped from the 5.0 to 6.0 percent range in 2002 and 2003 to the 4.2 to 4.8 percent range in 2008, but increased in 2009 and 2010. Boulder County unemployment rates are compared to the U.S. rate and the Colorado rate in the following chart. Boulder County’s unemployment rate is well below the U.S. and Colorado rates but higher than 2008 rates.

Unemployment Rates			
	Boulder		
<u>Date</u>	<u>County</u>	<u>Colorado</u>	<u>U.S.</u>
12/12			7.8%
11/12	5.7%	7.7%	7.8%
11/11	5.9%	8.0%	8.7%
11/10	6.8%	8.6%	9.8%
11/09	5.4%	6.9%	10.0%
11/08	4.8%	5.4%	6.7%

Boulder County Trends

Most observers suggest that the overall Boulder County market bottomed in 2004, recovered from 2004 into 2008, weakened from late 2008 into 2009, stabilized in 2010-2011, and then began to improve

in 2012.

The 2013 Colorado Business Economic Outlook, sponsored by the University of Colorado Leeds School of Business, released December 2012, states that 2013 will be a stronger year than 2012 with about 42,000 jobs added statewide in 2013. The report predicts that Colorado will place in the top 10 states for employment growth in 2013 and the unemployment rate will continue to decline. The report summary states that “with a talented workforce, high-tech (but diversified) economy, relatively low costs of doing business, global economic access, and superior quality of life, Colorado is poised for long term economic growth.”

The Boulder County economy has been outperforming the state and national economy in many areas. The local economy is supported by the presence of a world-class research university, major federally funded research facilities, a high concentration of companies in advanced technology clusters, visionary entrepreneurs, and the nation’s highest percentage of college graduates.

The 2008 purchase by Conoco Phillips of the former StorageTek property in south Louisville in southeast Boulder County created anticipation that a large energy research center might be built that would have a significant positive impact on the Boulder County area. The purchase included 432 acres of land with an older 1.6 million square foot office/R&D building that has since been demolished. The first phase of redevelopment was approved for 1.6 million square feet of buildings. Conoco Phillips reported in 2009 that “we want this to be a global destination for energy research.” However, it was announced by the company in October 2012 that they have now scrapped the plans and will sell the property. On the one hand this is a near term negative relative to possible development of this site but, on the other hand, the market in general had mostly assumed that the plans would not move forward. At over 430 acres with a very good location in southeast Boulder County this is a very attractive large development parcel and its eventual development will have a significant positive impact on the Louisville and Lafayette area and southern Boulder County.

Population

Boulder County population growth was strong in the 1990s into 2001. Boulder County’s population grew at an average annual rate of 2.6 percent from 1990-2000, compared to 2.7 percent for Colorado as a whole. Colorado’s population growth slowed somewhat to 1.6 percent per year from 2000 to 2010.

The Colorado Legislative Council predicts that slower levels of population migration to the state will slow population growth over the next few years. Population statistics for the Cities of Louisville and Lafayette and Boulder County, as taken from U.S. Census data and from city and county data, are summarized below. Information from the chart indicates that the Louisville and Lafayette population grew moderately from 1990 to 2000, with annualized increases in the 4.4 to 4.8 percent range. However, both Louisville and Lafayette are nearing full buildout of their residential areas and population growth slowed significantly from 2000 to 2010 because of this.

POPULATION GROWTH						
Year	Lafayette	Annual % Increase	Louisville	Annual % Increase	Boulder County	Annual % Increase
1970	3,498				131,889	
1980	8,985	9.9%	5,593		189,625	3.7%
1990	14,548	4.9%	12,363	8.3%	225,339	1.7%
2000	23,197	4.8%	18,937	4.4%	291,288	2.6%
2010	24,453	0.5%	18,376	-0.3%	294,567	0.1%

Boulder County Economic Performance Summary

All segments of Boulder County’s economy exhibited moderate to strong growth during the 1990s but the economy slowed in 2001-2003, and then recovered from 2004 into 2007. The Boulder County economy weakened from late 2008 into 2010 as the national and state economies went into recession. The market was relatively stable from 2010 into 2011, then began to show signs of improvement from 2011 into 2012.

Louisville/Lafayette Real Estate Trends

Residential Construction Activity

Residential construction activity was strong in both Louisville and Lafayette in the 1990s, although both cities now have ordinances in place that limit the number of new residential units built each year. Louisville is nearing full build out of its residential land and both Louisville and Lafayette have placed limits on new units allowed over the next few years. The result will be a reduced number of new residential units built in both cities over the next decade compared to the number built in the early to mid-1990s.

Office Market

The Lafayette/Louisville office market is a small market and had been relatively stable in the 1990s into 2000. Beginning in 2001 the market softened with the weakening of the high tech sector. It had been dominated by smaller office buildings occupied by users and smaller tenants until significant new construction of larger floor plate office buildings took place in the late 1990s during the high tech boom. These larger buildings now show somewhat higher vacancies but stronger demand resulted in increased absorption in 2006 and 2007. Like the rest of Boulder County this market weakened in late 2008 into 2009 but appears to have stabilized into 2011. Office vacancy rates for professional office space with smaller floor plates are now in the 5 to 15 percent range, depending on the submarket and the quality of space. Vacancy rates for office/R&D type space or high tech office space with larger floor plates are somewhat higher in the 10 to 20 percent range. The professional office market oriented to smaller tenants is showing somewhat lower vacancy levels but still higher than those experienced in the

late 1990s.

Absorption of larger floor plate office space was slow in 2002 into 2005 but improved in 2006 and 2007, then weakened in late 2008. It has recently stabilized and the weakest segment of the market is larger floor plate office space oriented to high tech tenants. Smaller professional office spaces are showing somewhat stronger demand with lower vacancy levels.

Industrial Market

The Lafayette/Louisville area has a more significant amount of industrial space, located primarily in the Centennial Valley, Colorado Tech Center (CTC), and in southeast Lafayette. Industrial vacancy rates also increased in late 2008 into 2009 but have stabilized recently. Vacancy rates for industrial space are now in the 7 to 15 percent range for the most part. This market is somewhat more stable than the high tech office market.

Retail Market

The Lafayette/Louisville retail market is dominated by four shopping centers located along South Boulder Road, Highway 287, and by retail developments near the McCaslin Boulevard interchange with the Denver/Boulder Turnpike in southwest Louisville.

Major retail, office, and office/R&D development has been completed in the Centennial Valley area along McCaslin Boulevard in southwest Louisville, near the interchange with Highway 36 (Boulder/Denver Turnpike). Major retailers in this area include Home Base, Lowe's, Albertson's Grocery, Kohl's, Mann 12-plex movie theater, and Comfort Inn, LaQuinta Inn, Hampden Inn, and Courtyard by Marriott motels. The Centennial Valley area has become a regional retail draw for southeast Boulder County, and this area has been further enhanced as a regional retail location by the opening of the Flatiron Crossing regional mall, located about two miles southeast along the Denver/Boulder Turnpike. This mall opened in August 2000 with 1,500,000 square feet, anchored by Nordstrom, Macys, and Dillards.

The Louisville and Lafayette retail market is showing reasonable balance between supply and demand with vacancy levels generally around five to eight percent overall.

Summary

The Louisville/Lafayette area experienced strong population growth during the early to mid-1990s and this growth resulted in residential growth limits being imposed. There is still significant potential for new commercial and industrial development in the area. With generally lower land prices than Boulder, Louisville and Lafayette should continue to attract new commercial/industrial development. Louisville and Lafayette enjoy a good location between Boulder and Denver in an area where significant future development is anticipated. The credit crisis and recession had a negative impact on the area but financing for new commercial construction is improving. This market was anticipating the Conoco

Phillips/Phillips 66 project which was discussed earlier but this project has been scrapped and the land is for sale.

The Flatirons Crossing Regional Mall in Broomfield, opened in August 2000, is also having a positive impact on all of southern Boulder County, including Lafayette and Louisville. The completion of the Northwest Parkway in south Louisville and Lafayette has been a significant positive factor for the areas near it. Area trends are now improving after a weakening from late 2008 into 2010.

NEIGHBORHOOD DESCRIPTION

Of specific importance to any parcel of real estate is the neighborhood in which that property is located. The condition of the neighborhood and any trends taking place within that area have a significant impact on the desirability and value of the property. The subject property is located at 637 Front Street in downtown Louisville, Colorado. The neighborhood is described as the downtown Louisville area. The downtown area is shown on the following aerial with the subject at No. 1.



The downtown neighborhood is centered along Main Street which is located one block west of the subject property. Main Street is dominated by commercial uses including retail, office, bank and restaurants. There are several restaurants and coffee shops along Main Street and downtown Louisville is

known for the number and variety of restaurants. The commercial uses extend one block or so east of Main Street to the Front Street corridor. The commercial uses along Front Street include restaurants, small scale retail, and office. The Louisville public library is located in this area. The subject property is the dominant restaurant property along Front Street. There is relatively little residential use in the core downtown area but there is residential use immediately adjacent to the core downtown area.

Most types of commercial development are probably not financially feasible in early 2013 except for apartment development. Retail and restaurant development may be nearing financial feasibility but office development is probably not feasible. Mixed use development with mostly apartment use is probably feasible but “for sale” residential condominium development is probably not feasible in early 2013.

No neighborhood conditions are noted that might adversely impact the subject property. The neighborhood is in the stable portion of its life cycle and there is some vacant land in the neighborhood, but not a significant amount. The neighborhood is nearly fully built out. Neighborhood trends are generally stable in early 2013 and the neighborhood is considered to be an average location for a property like the subject.

SUBJECT PROPERTY DESCRIPTION

Identification of the Property

The subject of this report is a 35,000 square foot parcel of land that is improved with a former post office building that has been converted to restaurant use. The subject's street address is 637 Front Street. The subject is leased to a restaurant tenant and contract rent from this lease is below market rent, creating a significant leasehold value as is quantified later in the report.

Legal Description

The legal description for the subject property, as provided by the property owner, is as follows:

Lots 1-5,
Block 4,
City of Louisville,
County of Boulder,
State of Colorado

History of Ownership

The subject property is currently owned by the City of Louisville. They purchased Lots 1-6 in October 2008 for \$1,800,000 according to the recorded deed. The purchase contract was for \$1,500,000. The subject of this report is Lots 1-5. There have been no transfers of ownership over the past three years.

Zoning

The subject property is located in the City of Louisville. It is zoned CC (Community Commercial). This zoning district allows a wide range of uses including retail, office, bank, restaurant, and residential.

The subject is also subject to the Downtown Design Handbook. Parking requirements are one space per 500 square feet of building area for non-residential uses. The maximum building height is 45 feet. The subject's current use appears to be a use by right except that the outdoor seating area requires a use review which was approved.

Real Estate Taxes

Boulder County assessor's and treasurer's records show the following information for Lots 1-6, Block 4. The subject is Lots 1-5, Block 4 and the subject is currently part of the larger parcel on the assessor's rolls.

Account No:	R0516357
Assessor's Land Value Estimate	\$560,000
Assessor's Improvement Value Estimate	\$139,800
Assessor's Total Value Estimate	\$699,800
2011 Taxes, Payable 2012	\$0.00
Amount Paid	\$0.00
Balance Due	\$0.00

According to the treasurer's office, there are no past-due taxes. This information represents the most recent Boulder County assessor's and treasurer's data on the subject property. It is noted the subject is currently tax exempt as it is owned by a non-profit public entity.

Site Description

The following site description is based on Boulder County Assessor's data, discussions with the property owner, a 2008 survey provided by the owner, and on a field inspection.

Size:	Approximately 35,000 square feet or 0.80 acres.
Shape:	Rectangular
Dimensions:	The subject site has approximately 233.34 feet of frontage on Front Street and a depth of about 150 feet.
Location in the Block:	The site is located on the southwest corner of Front and Pine Streets.
Easements:	The appraiser was not provided a recent survey or title policy; therefore, exact easements are unknown. Normal easements of record are assumed to be present. I assume no unusual or adverse easements exist. The 2008 survey shows no unusual easements.
Access:	Access is via curb cuts from Front Street, Pine Street, and from the alley at the rear. Overall access is average and adequate.
Topography:	Mostly level with no unusual topographical features noted.
Drainage:	The appraiser was not provided a drainage study; therefore, drainage conditions are unknown. It is assumed that no unusual or detrimental conditions exist.

Location of Building Improvements:	The building is located on the northern half of the site.
Flood Zone:	The subject is mostly located in an identified 100 year flood hazard area according to FEMA Flood Insurance Rate Map No. 08013C0582 J, revised December 18, 2012.
Soil and Subsoil Conditions:	The appraiser was not provided a soils report; therefore, soil and subsoil conditions are unknown. It is assumed that no unusual or detrimental conditions exist.
Utilities:	All public utilities are immediately available to the site including public water, sewer, natural gas, electricity, and telephone. The existing improvement is connected to these utilities.
Street Improvements:	Both Pine and Front Streets are paved, two-lane, two-directional public streets.
Functional Adequacy:	The subject site has sufficient size, shape and topography to allow reasonably efficient development. It is a reasonably functionally adequate, physically developable parcel.
Railroad Frontage:	None
Hazardous Materials:	Unless otherwise stated in this report, the existence of hazardous material, which may or may not be present on the property, was not observed by the appraiser. The appraiser has no knowledge of the existence of such materials on or in the property. The appraiser, however, is not qualified to detect such substances. The presence of substances such as mold, lead paint, asbestos, urea-formaldehyde foam, PCBs, radon gas, or other potentially hazardous materials may affect the value of the property. The value estimate is predicated on the assumption that there is no such material on or in the property that would cause a loss in value. No responsibility is assumed for any such conditions, or for any expertise or engineering knowledge required to discover them. The client is urged to retain an expert in this field, if desired.
Nuisances:	None noted
Site Improvements:	Site improvements include landscaped areas along the street frontage and around the building.
Parking:	Parking will be discussed on a following page.
Summary:	The subject site is a rectangular corner parcel containing approximately 35,000 square feet. It is located one block east of Main Street and it enjoys a relatively good downtown location.

Surplus Land – As Improved

As improved, the existing building is an underutilization of the overall site. The existing building is situated on the northern half of the site and it totals about 5,819 square feet. The “as built” floor area ratio (FAR) is about 6.0:1. There appears to be sufficient surplus land on the site to approximately double the size of the existing building with a new one-story addition.

If the site were vacant a much larger building could be built per the zoning but, as is discussed later, the highest and best use for now, as improved, is probable a continuation of the current use recognizing that surplus land is present. Based on very preliminary concepts plans provided by the owner, it **might** be possible to build a new three-story mixed use building on Lots 1-6 of about 61,000 above grade square feet. This equates to an FAR of about 1.45:1. The subject is Lots 1-5 and does not include Lot 6. For the subject Lots 1-5 a three-story mixed use building totaling **approximately** 51,000 above grade square feet might be possible if the subject site were vacant and if market conditions would allow it.

However, it appears that the existing building contributes to value at least for the near term. At some point in the future it may be financially feasible to demolish the building and redevelop the entire site but that is probably not the case in early 2013.

The surplus land is quantified as approximately the southern half of the overall subject site. The overall subject site totals about 35,000 square feet. The surplus land is quantified as about half the total, or about 17,500 square feet of the site.

Improvements Description

Photographs of the improvements are presented on the following pages, followed by a description of the improvements.



View of the front or east side of the subject building.



View of the south side.



View along the rear or alley side.



View along the north side.



Interior view of the subject.



Another interior view.

Improvements Description

I have not been provided engineer's reports that would define the condition of the structural and mechanical components of the improvements. An expert in the field should be consulted to determine the condition of the structural and mechanical components of the improvements. I assume these components to be in average condition relative to the age of the improvements, unless otherwise stated. My description of the improvements is based on Boulder County Assessor's data, discussions with the property owner, and on a field inspection. The appraiser was not provided building plans.

Building Type:	One story masonry, steel, wood frame, and glass commercial building.
Current Use:	Restaurant
Building Size:	The building contains approximately 5,819 gross square feet above grade plus a partial basement.
Year of Construction:	1966 with a significant remodel in 2010.
No. of Floors:	One above grade plus a partial mostly unfinished basement.
Foundation:	Unknown
Basement:	There is partial basement.
Exterior Walls:	Concrete block and brick.
Roof:	Slightly pitched with an unknown covering.
Heating and Cooling:	The building is fully heated and air-conditioned via HVAC package units.
Fire Protection:	The building is not wet sprinklered for fire protection.
Elevator:	None
Layout/Design:	The building is currently divided into two tenant spaces. Lucky Pie Pizza utilizes most of the space as a pizza restaurant. An ice cream vendor subleases and occupies the remainder.
Interior Finish:	Typical pizza restaurant finishes. See photos.
Restrooms:	There is one set of newly remodeled restrooms.
ADA:	The appraiser has not been provided an ADA inspection report for the subject property. The building and the restrooms appear to be accessible.
Loading Docks/Doors:	There are two dock high loading doors.

Quality and Condition:	Average quality in above average condition after the extensive remodel in 2010.
Deferred Maintenance:	No significant amount of deferred maintenance was noted during my inspection relative to the building's actual age.
Actual Age:	Approximately 47 years.
Effective Age:	Approximately 30 years after remodel.
Typical Economic Life:	Approximately 45 years.
Remaining Economic Life:	Approximately 15 years.
Functional Adequacy:	The building has average functional adequacy.
Comments:	The subject improvement is an average quality former post office building that was converted to restaurant use about two to three years ago. It was extensively renovated at that time with new plumbing, electrical, windows, and finishes. A large outdoor front patio was added at that time.

Parking

The 2008 survey shows about 35 on-site parking spaces. The resulting parking equates to about one space per 166 square feet of building floor area. Since the 2008 survey some of the parking area has been converted to an outdoor seating and play area. There is also room for more parking on site. The subject's parking is above average relative to the competition. There appears to be enough on-site parking potential to serve the existing building and also an addition to the building.

Personal Property and Fixtures

The value estimate(s) presented in this report are for the real estate only. Any personal property is excluded from the analysis.

A fixture "is an article that was once personal property, but has since been installed or attached to the land or building in a rather permanent manner; it is regarded in law as part of the real estate."⁴ Any fixtures that are included as part of the subject property were specifically constructed or installed to carry out the purpose for which the building was erected and are considered to be permanent parts of the building. They are considered to be part of the real estate. There are several coolers and freezers that are the tenant's personal property. The value estimate presented in this report does not include any value associated with personal property or equipment.

⁴ The Appraisal of Real Estate, Tenth Edition, Appraisal Institute, Chicago, Illinois, 1992, p.8.

HIGHEST AND BEST USE

“Highest and best use,” as used in this appraisal report, is defined as follows:

The reasonably probable and legal use of vacant land or an improved property, which is physically possible, appropriately supported, financially feasible, and that results in the highest value. The four criteria the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum profitability.⁵

To estimate the highest and best use of a property, the appraiser takes into consideration uses that are legally permissible based on current zoning codes, physically possible based on the physical characteristics of the site, financially feasible, and maximally productive or profitable. The highest and best use analysis considers both the site as if vacant and available to be put to its highest and best use, and the site as improved.

HIGHEST AND BEST USE – IF VACANT

Legally Permissible Uses

The subject is zoned CC (Community Commercial). Uses allowed in this zoning district include retail, office, bank, restaurant, and other commercial uses. Residential use is also allowed.

Physically Possible Uses

The physically possible uses must consider size, shape, topography, and other physical characteristics of the site. The subject site has sufficient size, shape, and topography to allow reasonably efficient development. It is a functionally adequate, physically developable parcel. If vacant, any of the legally permissible uses is also physically possible on the site, limited by the site’s size.

Financially Feasible Uses

Any of the uses that are legally permissible, physically possible and also produce a positive net return to the land are considered to be financially feasible uses. If vacant, the legally permissible and physically possible uses focus on retail and restaurant and perhaps residential use in a mixed use building.

New mixed use development with some retail/restaurant space along with apartment rental units is probably financially feasible under current market conditions.

⁵The Dictionary of Real Estate Appraisal, Third Edition, Appraisal Institute, Chicago, Illinois, 1993, p. 171.

Maximally Profitable Use

Of the financially feasible uses, the use that results in the highest residual land value or maximum profit is the maximally productive and highest and best use. If vacant, the maximally profitable use is probably mixed use with some retail/restaurant space and some apartment rental units.

Highest and Best Use Conclusion – If Vacant

The highest and best use of the subject site, if vacant, is probably mixed use with some retail/restaurant space and some apartment rental units.

HIGHEST AND BEST USE – AS IMPROVED

Legally Permissible Uses

The existing use is legally permissible with the recognition that some surplus land is present.

Physically Possible Uses

As improved, the existing improvements do not fully utilize the overall site and there is surplus land present.

Financially Feasible Uses

Any of the uses that are legally permissible, physically possible and also produce a positive net return to the land are considered to be financially feasible uses. As improved, the existing improvements contribute to value as is quantified later in this report. The value of the subject property, as improved, exceeds the value of the subject land, if vacant. A continuation of the current use is a financially feasible use at least for the near term, recognizing that some surplus land is present.

Maximally Profitable Use

Of the financially feasible uses, the use that results in the highest residual land value or profit is the maximally profitable and highest and best use. As improved, a continuation of the current use probably results in the greatest profit, recognizing that some surplus land is present.

Highest and Best Use Conclusion – As Improved

The highest and best use of the subject site, as improved, is a continuation of the current use, at least for the near term, probably oriented to owner occupancy, recognizing that some surplus land is present.

VALUATION INTRODUCTION

Several Valuation Analyses are presented on the following pages. In Valuation Analysis I the subject land will be analyzed, both the entire site and the surplus land. In Valuation Analysis II the subject will be analyzed “if in fee simple” ignoring the existing lease and including the surplus land value. This analysis will allow a look at the subject property if it were leased at market rent and were not encumbered by the below market current lease. Finally, in Valuation Analysis III the leased fee estate will be analyzed. This analysis will include the contract rent from the below market lease and the resulting leasehold value.

LAND VALUATION

In the following analyses both the entire subject site of 35,000 square feet will be analyzed followed by an analysis of the surplus land. The entire site will be analyzed via two approaches as follows.

Land Valuation I - Entire Subject Site – Price Per Land Square Foot Analysis

The entire subject site totals approximately 35,000 square feet. This analysis will use the Sales Comparison Approach using the most recent land sales in the Louisville area. It is recognized that the land sale data is limited but the best available data is used. The land sales utilized are summarized as follows. They are compared in this analysis on a price per square foot of land area analysis.

LAND SALES SUMMARY							
<u>Item</u>	<u>Identification</u>	<u>Sale Date</u>	<u>Selling Price</u>	<u>Size (SF)</u>	<u>\$/SF</u>	<u>Zoning</u>	<u>Comments</u>
1	540 Front Street Louisville	11/12	\$950,000	46,609 1.07 ac	\$20.38	CB	Purchased by City of Louisville. Secondary commercial site.
2	611-637 Front Street Louisville	10/08	\$1,500,000	42,000 0.96 ac	\$35.71	CC	Purchased by City of Louisville. Subject is part of this purchase.
3	701 Main Street Louisville	7/08	\$750,000	15,233 0.35 ac	\$49.24	CC	Investor purchase of corner site on Main Street.

The adjustments made to the sales for comparison to the subject are summarized on the following adjustment grid.

Adjustment Grid				
Land Sales				
	Subject	Sale 1	Sale 2	Sale 3
Date of Sale	1/13	11/12	10/08	7/08
Land Size (SF)		46,609	42,000	15,233
Selling Price/SF		\$20.38	\$35.71	\$49.24
Property Rights Conveyed		Similar	Similar	Similar
Adjustment		0.0%	0.0%	0.0%
Adjusted \$/SF		\$20.38	\$35.71	\$49.24
Financing Terms		Cash Eq.	Cash Eq.	Cash Eq.
Adjustment		0.0%	0.0%	0.0%
Adjusted \$/SF		\$20.38	\$35.71	\$49.24
Conditions of Sale		Normal	Normal	Normal
Adjustment		0.0%	0.0%	0.0%
Adjusted \$/SF		\$20.38	\$35.71	\$49.24
Market Conditions		Similar	Declined	Declined
Adjustment		0.0%	-15.0%	-15.0%
Adjusted \$/SF		\$20.38	\$30.35	\$41.85
Other Adjustments				
Location		Inferior	Similar	Superior
Adjustment		+	0	-
Size		Similar	Similar	Similar
Adjustment		0	0	0
Functional Adequacy		Similar	Similar	Similar
Adjustment		0	0	0
Other		Similar	Similar	Similar
Adjustment		0	0	0
Other Adjustments		+	0	-
PRELIMINARY \$/SF		\$20.38	\$30.35	\$41.85
COMPARABILITY		Inferior	Similar	Superior

Land Value Conclusion – Entire Subject Site – Price Per Land Square Foot Analysis

After the preliminary adjustments, the sale prices per square foot from the comparables range from \$20.38 to \$41.85. The sales are ranked and compared to the subject in the following chart.

	Preliminary Adjusted \$/SF	Overall Comparability
Sale 3	\$41.85	Superior -
Sale 2	\$30.35	Similar
Sale 1	\$20.38	Inferior +

After adjustments, the data suggests a value for the overall subject site of about \$30.00 per square foot. Multiplying this amount by the subject’s 35,000-square-foot size results in a value estimate for the entire subject site, via the price per square foot of land area analysis, of \$1,050,000 (rounded).

**VALUE ESTIMATE FOR SUBJECT LAND
PRICE PER SQUARE FOOT OF LAND AREA ANALYSIS
ENTIRE SITE:
\$1,050,000**

Land Valuation Analysis II – Based on Concept Plan Density

Since the comparable land sale data used in the preceding analysis was limited, I will also look at the subject land value using the 2009 Concept Plan sketches and density as a starting point. The Concept Plan provided to the appraiser shows a mixed use three-story building on Lots 1-6 that would include about 6,290 square feet of commercial space along Pine Street plus about 37 residential units throughout the remainder of the building. There would be one level of underground parking. It is noted that this plan uses all of Lots 1-6. The subject of this report is Lots 1-5 only. The subject Lots 1-5 represent about 83 percent of the Lot 1-6 total square footage. Applying the 83 percent ratio to the Concept Plan suggest that the subject site would support approximately 5,200 square feet of commercial space plus about 31 residential units.

To estimate a value for the subject land components via this analysis I have researched the Louisville area for any recent sales of apartment land and small scale commercial land. There have been no recent sales of apartment land that can be utilized and there is only one recent transaction that can be used to analyze the commercial component.

The former Safeway site along South Boulder Road in Louisville is under contract to a developer who has received approvals for 111 apartment units plus about 8,200 square feet of commercial space. He reports that his proforma allocates a land value to the 8,200 square feet of future commercial space of about \$40 to \$45 per buildable square foot. This site is considered to be superior to the subject’s

commercial component as it is adjacent to a future Alfalfa's grocery store and will have better visibility along busy South Boulder Road. This data suggests a value for the subject's approximate 5,300 buildable square foot commercial component of about \$35 per buildable square foot, or \$190,000.

The analysis of the land associated with the potential for about 31 residential units is based on one very recent sale in the Gunbarrel area of northeast Boulder and also on discussions with the Alfalfa's/Safeway site developer. An 8.5 acre parcel at 5490 Spine Road in the Gunbarrel area of northeast Boulder sold in December 2012 for about \$19,397 per apartment land unit. About 232 units are proposed for this site. This site is considered to be relatively similar overall to the subject's apartment potential. I have also discussed apartment land values with the Alfalfa's developer and he proformas his apartment land at \$17,500 to \$20,000 per apartment land unit with underground parking.

This discussion suggests a value for the apartment land component of the subject property of about \$17,000 to \$20,000 per unit. Using \$18,000 per unit gives a value for the apartment land component of about \$560,000.

The land value of the subject's commercial component is estimated at about \$190,000. The land value of the subject's apartment component is estimated at about \$560,000. The total land value estimate for the subject land via this analysis is \$750,000.

**VALUE ESTIMATE FOR SUBJECT LAND
BASED ON CONCEPT PLAN DENSITY
ENTIRE SITE:
\$750,000**

Reconciliation and Final Land Value Estimate – Entire Subject Site

Reconciliation involves the analysis of alternative conclusions to arrive at a final value estimate. The value estimates derived from the approaches to value for the subject land are:

Price Per Square Foot of Land Area Analysis:	\$1,050,000
Concept Plan Density Analysis:	\$750,000

The Price Per Square Foot of Land Area Analysis uses a limited amount of data and most of the data is not recent. The Concept Plan Density Analysis also uses limited sale data but it also uses reasonably good recent data and expectations from local market participants.

Since neither analysis stands out as being more reliable, a conclusion as a range of value is the most appropriate final conclusion.

**VALUE RANGE ESTIMATE FOR SUBJECT LAND
ENTIRE SITE:
\$800,000 - \$1,000,000**

Land Valuation – Surplus Land

The subject's surplus land estimate presented earlier assumes that about one-half of the site, or about 17,500 square feet, is considered to be surplus land. In a previous analysis the value of the overall entire subject site was estimated as a range from about \$23 to \$29 per square foot of land area. The middle of this range is about \$26 per square foot of land area. Since surplus land is typically more difficult to efficiently utilize, a slightly lower value conclusion per square foot is supported for the surplus land.

Based on the analysis, I estimate the value of the subject's surplus land to be \$23.00 per square foot, or \$400,000, assuming it could be developed now.

The existing lease to Lucky Pie LLC has about eight years remaining if the option to renew is exercised. This lease encumbers the entire subject property and gives the tenant the right to use the entire subject property, including the surplus land, throughout the lease term. The lease could effectively prevent the development of the surplus land until the lease expires.

Given this possibility, the \$400,000 surplus land value must be adjusted to account for the possibility that surplus land might not be developable for over seven years. A buyer of the subject property would likely assume that the surplus land would not be developable for seven years or so. As the Lucky Pie lease nears expiration the subject land would likely be marketed about one year prior to lease expiration.

The adjustment for this factor is as follows. It is assumed that the \$400,000 current value of the surplus land escalates 3.0 percent per year for seven years. At the end of year seven the future value of the surplus land would be about \$490,000. This future value is then discounted to present value over a seven year holding period using an 8.0 percent discount rate. The discounted present value of the surplus land is estimated at approximately \$285,000 as of January 2013.

VALUE ESTIMATE FOR SUBJECT SURPLUS LAND
\$285,000

VALUATION ANALYSIS II IF IN FEE SIMPLE

In this analysis it is assumed that the subject property is leased at market rent. Since the subject property is leased at a below market rental rate, this analysis is **hypothetical**. This analysis is provided as a frame of reference for the leased fee analysis presented later in Valuation Analysis III.

As was concluded earlier, there is some surplus land present relative to the existing building coverage. In the following analyses the previously concluded surplus land value of \$285,000 will be added at the end of each analysis.

The three methods typically used to estimate market value are the Cost, Sales Comparison and Income Approaches. The subject improvement is not new and it has suffered from physical deterioration/depreciation. Any estimate of depreciation is difficult to reliably quantify. Because of this, the Cost Approach would produce a relatively unreliable estimate of value for the subject property. The Cost Approach will not be developed in this report. The omission of the Cost Approach does not significantly reduce the reliability of the final value estimate. The Sales Comparison and Income Approaches are presented on the following pages.

SALES COMPARISON APPROACH IF IN FEE SIMPLE

In the Sales Comparison Approach, sales of comparable properties are analyzed and adjusted for significant differences with the subject property. For the Sales Comparison Approach to be reliable, there must be sufficient recent transactions to give an indication of current value trends in the neighborhood. The sales analyzed must also be reasonably comparable to the subject in terms of property rights conveyed, financing terms, conditions of sale, date of sale, location, and physical characteristics of the property.

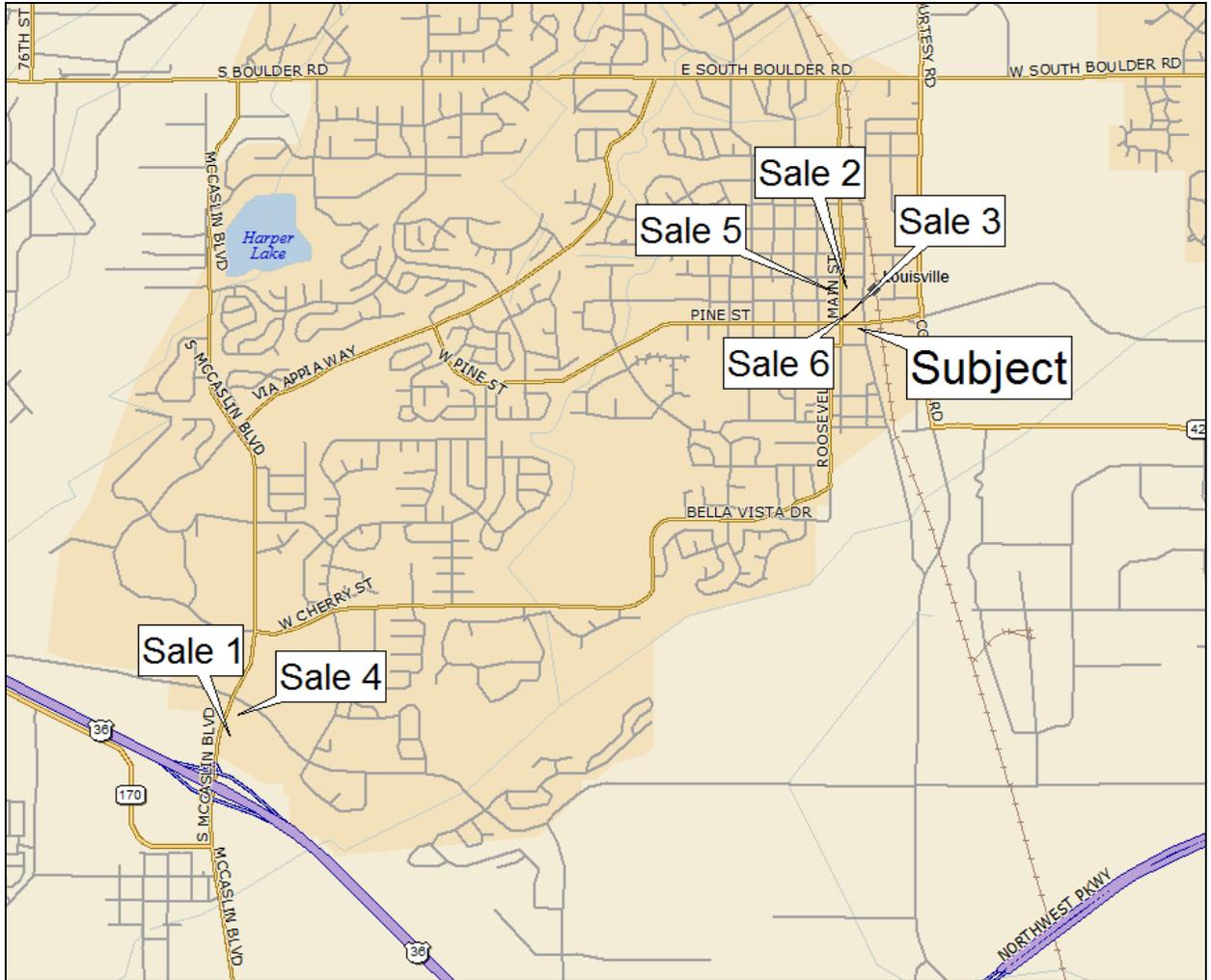
The Sales Comparison Approach can provide a reliable indication of value for property types that are bought and sold regularly. If sufficient market data is available, it is the most direct approach to value. However, when the number of market transactions is limited, the reliability of this approach is reduced, and the Sales Comparison Approach may only establish broad limits of value for the subject property.

To apply the Sales Comparison Approach, the appraiser searches the market for recent sales of properties similar to the subject. The sales are compared to the subject, taking into account relevant factors including property rights conveyed, financing terms, conditions of sale, date of sale, location, physical characteristics including size, shape, quality and condition of improvements, and functional adequacy of the site and improvements. Adjustments are made to the comparables for significant differences with the subject. All sales are adjusted to a cash equivalent price, if necessary.

The comparable sales are presented on the following pages, with a summary chart, location map, and photographs included.

IMPROVED SALES

<u>Item</u>	<u>Identification</u>	<u>Sale Date</u>	<u>Selling Price</u>	<u>Size (SF)</u>	<u>\$/SF</u>	<u>YOC</u>	<u>L:B Ratio</u>	<u>Quality/Condition</u>	<u>Overall Rate</u>	<u>Comments</u>
1	980 W. Dillon Road Louisville	1/12	\$1,075,000	6,826	\$157.49	2000	condo	Avg.	-	User purchase of bank and office condo in south Louisville. REO sale. US Bank buyer.
2	808 S. Main Street Louisville	11/11	\$690,000	3,372	\$204.63	1957	1.55:1	Avg.	6.2%	User purchase of stand-alone restaurant property in downtown Louisville.
3	724-726 S. Main Street Louisville	6/11	\$381,500	2,340	\$163.03	1900	2.99:1	Avg.	7.0%	User purchase of older retail property in downtown Louisville.
4	994 W. Dillon Road Louisville	2/10	\$706,000	5,280	\$133.71	1996	14.21:1	Avg.	-	Investor purchase of stand-alone restaurant property. Leased at sale.
5	817 S. Main Street Louisville	1/10	\$450,000	2,625	\$171.43	1900	1.14:1	Avg.	7.5%	User purchase of small restaurant property in downtown Louisville. Buyer renovated and expanded after purchase.
6	712 S. Main Street Louisville	1/13	\$725,000 \$650,000	5,602	\$116.03	1968	1.25:1	Avg. -	-	User purchase of one story office property on Main Street. Below average condition.





Sale 1: 980 W. Dillon Road



Sale 2: 808 Main



Sale 3: 724-726 Main



Sale 4: 994 W. Dillon Road



Sale 5: 817 Main (after renovation)



Sale 6: 712 Main

Comparable Improved Sale Analysis

The subject improvement is a 5,819 square foot commercial building with pizza restaurant finishes. It enjoys an average location in downtown Louisville and the parking is good, even if the surplus land were to be developed.

In my search for comparable sales I focused on the most similar sales that took place recently enough to reflect current market conditions. The best available data was used in the final analysis.

Several adjustments were considered in the analysis of the comparable improved sales. The adjustments are discussed as follows.

Property Rights Conveyed

All of the sales involved the transfer of the fee simple estate or the transfer of the leased fee estate with contract rents at or near market levels and no adjustments were necessary to any of the sales for property rights conveyed.

Financing Terms

All of the sales involved cash or cash equivalent financing, and no adjustments were necessary to any of the sales for financing terms.

Conditions of Sale

All of the sales involved relatively normal conditions of sale, and no adjustments were necessary to any of the sales for unusual conditions of sale.

Market Conditions

An adjustment for market conditions was considered. The Boulder County market in general experienced declining commercial real estate values from late 2008 into mid-2009, then a relatively stable market from mid-2009 into 2011, then an improving market in 2012.

The market was flat from 2010 through 2011 and no adjustment is made for that time period. A 0.4 percent per month upward adjustment is made to Sales 1 through 5 for improving market conditions in 2012. Sale 6 is very recent and no adjustment is made to it.

Other Adjustments

Other adjustments include location, improvement size, age/quality/condition of the improvements, parking, and any other necessary adjustments.

Adjustment Grid

The adjustments made to the comparable improved sales for comparison to the subject are summarized on the adjustment grid on the following page.

Adjustment Grid							
Improved Sales							
	Subject	Sale 1	Sale 2	Sale 3	Sale 4	Sale 5	Sale 6
Date of Sale	1/13	1/12	11/11	6/11	2/10	1/10	1/13
Imp. Size (SF)		6,826	3,372	2,340	5,280	2,625	5,602
Selling Price/SF		\$157.49	\$204.63	\$163.03	\$133.71	\$171.43	\$116.03
Property Rights Conveyed		Similar	Similar	Similar	Similar	Similar	Similar
Adjustment		0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Adjusted \$/SF		\$157.49	\$204.63	\$163.03	\$133.71	\$171.43	\$116.03
Financing Terms		Cash Eq.					
Adjustment		0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Adjusted \$/SF		\$157.49	\$204.63	\$163.03	\$133.71	\$171.43	\$116.03
Conditions of Sale		Normal	Normal	Normal	Normal	Normal	Normal
Adjustment		0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Adjusted \$/SF		\$157.49	\$204.63	\$163.03	\$133.71	\$171.43	\$116.03
Market Conditions		Improved	Improved	Improved	Improved	Improved	Similar
Adjustment		4.8%	4.8%	4.8%	4.8%	4.8%	0.0%
Adjusted \$/SF		\$165.05	\$214.45	\$170.86	\$140.13	\$179.66	\$116.03
Other Adjustments							
Location		Inferior	Superior	Superior	Similar	Superior	Superior
Adjustment		+	-	-	0	-	-
Size		Similar	Smaller	Smaller	Similar	Similar	Similar
Adjustment		0	-	-	0	0	0
Age/Quality/Condition		Superior	Similar	Inferior	Similar	Inferior	Inferior
Adjustment		-	0	+	0	+	++
Parking		Similar	Inferior	Inferior	Similar	Inferior	Inferior
Adjustment		0	+	+	0	+	+
Other		Similar	Similar	Similar	REO Sale	Surplus Land	Similar
Adjustment		0	0	0	+	-	0
Other Adjustments		0	-	0	+	0	++
PRELIMINARY \$/SF		\$165.05	\$214.45	\$170.86	\$140.13	\$179.66	\$116.03
COMPARABILITY		Similar	Superior	Similar	Inferior	Similar	Inferior

Value Conclusion – Sales Comparison Approach

After the preliminary adjustments, the sale prices per square foot from the comparables range from \$116.03 to \$214.45. The sales are ranked and compared to the subject in the following chart.

	Preliminary Adjusted \$/SF	Overall Comparability
Sale 2	\$214.45	Superior -
Sale 5	\$179.66	Similar
Sale 3	\$170.86	Similar
Sale 1	\$165.05	Similar
Sale 4	\$140.13	Inferior +
Sale 6	\$116.03	Inferior ++

After adjustments, the three most similar sales show a range from \$165.05 to \$179.66 per square foot. The middle of this range is \$172.36.

Based on the preceding analysis, I estimate the value of the subject property to be \$172.00 per square foot. Multiplying this by the subject’s 5,819 square foot size results in a value for the subject property, before adding surplus land value, via the Sales Comparison Approach, of \$1,000,000 (rounded). Adding the previously concluded surplus land value of \$285,000 gives a final estimate of value via the Sales Comparison Approach, if in fee simple, of \$1,285,000.

**VALUE ESTIMATE VIA THE SALES COMPARISON APPROACH
IF IN FEE SIMPLE
INCLUDING SURPLUS LAND VALUE:
\$1,285,000**

INCOME APPROACH IF IN FEE SIMPLE

In the Income Approach, a value is estimated by converting the anticipated future income and benefits into present value. Two capitalization methods can be used, direct capitalization and yield capitalization.

Direct capitalization is a method that converts an estimate of a single year's income or an annual average of several years' income expectancies into an indication of value in one direct step, either by dividing the income estimate by an appropriate income rate or by multiplying the income estimate by an appropriate factor. The income estimate is usually the anticipated income for the following year. The rate or multiplier used represents the relationship between income and value observed in the market. A property's annual net operating income is divided by its sale price to obtain an overall rate. The basic formula used in this approach is $\text{Value} = \text{Income}/\text{Rate}$.

Yield capitalization converts future benefits to present value by discounting each future benefit at an appropriate yield rate or by developing an overall rate that reflects the investment's income pattern, value change, and yield rate. Like direct capitalization, yield capitalization should be market-derived. The procedure used to convert periodic income and reversion into present value is called discounting and the required yield rate of return is called the discount rate.

In the valuation of the subject property both the yield capitalization technique, also called discounted cash flow, and the direct capitalization method will be used.

Direct Capitalization Method

The Direct Capitalization Method converts a single year's income estimate into a value indication through the use of an overall capitalization rate. The process is summarized as follows:

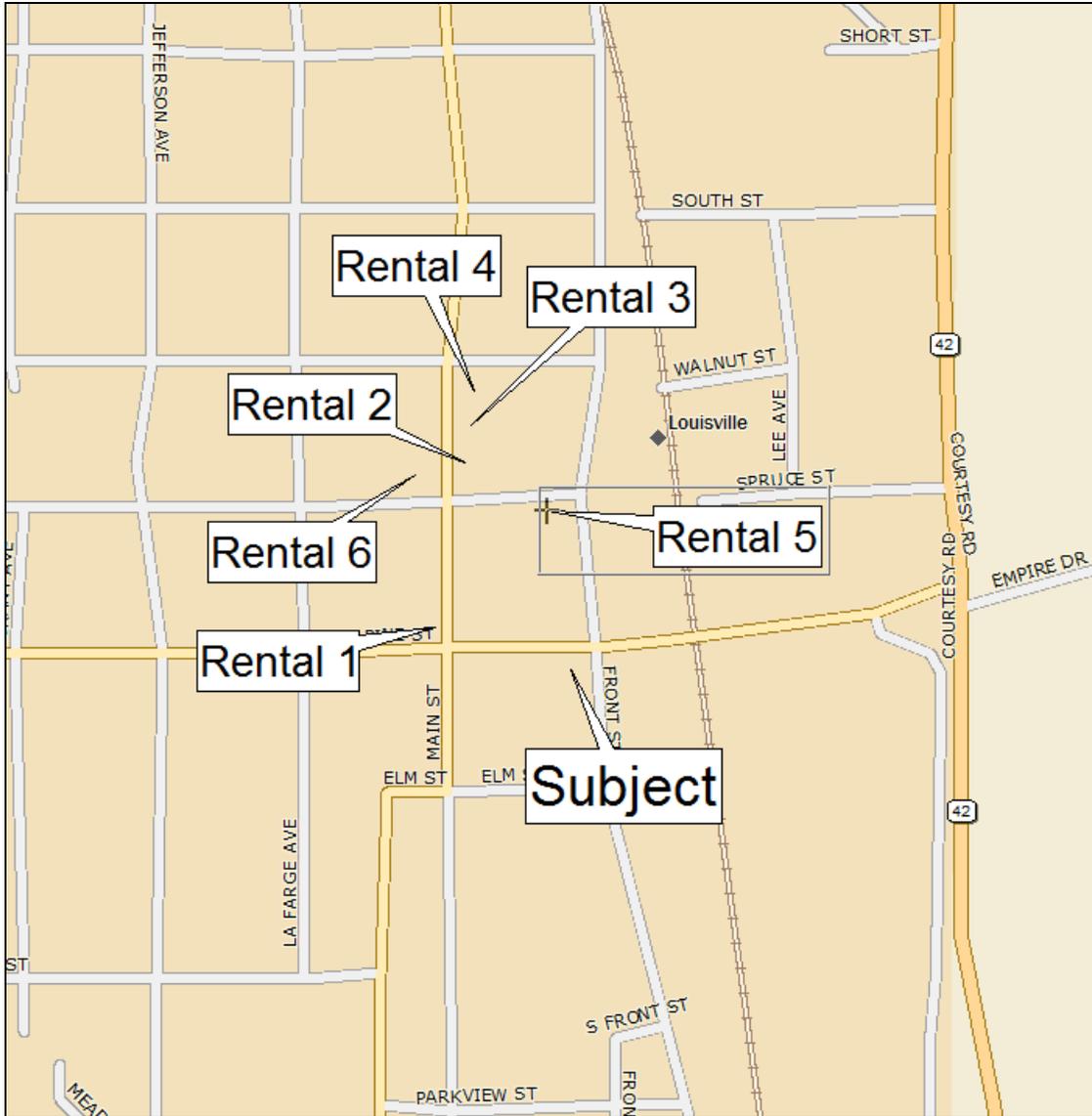
1. Estimate potential gross income.
2. Subtract vacancy and collection loss.
3. Subtract operating expenses.
4. Capitalize net operating income into an indication of value by the use of an overall capitalization rate.

Potential Gross Income

The first step in the analysis is to estimate the potential gross income that the property is capable of producing. Projections are based on average, typical experience, assuming prudent management. To estimate the potential gross income that the subject property should generate, I surveyed the market for current rental rates. The comparable rental properties surveyed are discussed on the following pages, with a summary chart, location map and photographs included.

RENTAL SUMMARY

<u>Item</u>	<u>Identification</u>	<u>Use</u>	Area <u>Leased SF</u>	<u>Effective Rent/SF</u>	<u>Expense Terms</u>	<u>Quality</u>	<u>Visibility Location</u>	<u>Comments</u>
1	701 Main Street Louisville	Restaurant	various	\$13.00 - \$14.00	NNN	Avg.	Avg. +	Two restaurant spaces on Main Street. Tenants did finish in exchange for lower rent.
2	820 Main Street Louisville	Restaurant	2,500	\$14.00	NNN	Avg.	Avg. +	Very recent lease for restaurant space in multi-tenant building. Minor finish allowance.
3	836 Main Street Louisville	Coffee Shop	1,100	\$20.00	NNN	Avg.	Avg.	Coffee shop in multi-tenant building. Basement space not included in square footage.
4	844 Main Street Louisville	Retail Spa	800	\$13.00 - \$14.00	NNN	Avg.	Avg.	Spa tenant in multi-tenant building.
5	950 Spruce Street Louisville	Retail Office	various	\$12.00 - \$19.00	NNN	Avg.	Avg.	Ground level leases in multi-floor building.
6	801 Main Street Louisville	Bank Coffee	1,150 1,186	\$24.50 \$18.00	NNN NNN	Avg. + Avg.	Avg. + Avg. +	Ground level retail type spaces in multi-unit building.





Rental 1: 701 Main



Rental 2: 820 Main



Rental 3: 836 Main



Rental 4: 844 Main



Rental 5: 950 Spruce



Rental 6: 801 Main

Comparable Rental Analysis

The existing subject building totals approximately 5,819 square feet and it was extensively renovated into a pizza restaurant in 2010. It enjoys an average location in downtown Louisville with reasonably good visibility and good parking.

In my search for comparable rental transactions, I focused on the most recent transactions involving properties that are reasonably comparable to the subject. If free rent or other concessions by the lessor were included in the transaction, adjustments are made to arrive at an effective rent per square foot that is presented on the summary chart on a previous page.

As can be seen from the data, the range of rental rates is from \$12.00 to \$24.50 per square foot on a triple net expense basis. The low end of the range comes from properties that are inferior to the subject. The high end of the range comes from properties that are superior to the subject. The data suggests a market rental rate for the subject around \$15.00 per square foot on a triple net expense basis.

Market Rent Conclusion

Based on the comparable data, I estimate market rent for the subject to be \$15.00 per square foot on a triple net expense basis.

Potential Gross Income

The potential gross rental income is \$87,285. Adding expense reimbursement income of \$46,599 gives a total potential gross income of \$133,884.

Vacancy and Credit Loss

Vacancy and credit loss is an allowance for reductions in potential gross income due to vacancies, tenant turnover and nonpayment of rent. The downtown Louisville retail and restaurant market appears to be in reasonable balance and there is no significant vacancy for this type of space.

I conclude a stabilized vacancy and credit loss for the subject property of 7.0 percent.

Effective Gross Income (EGI)

The stabilized effective gross income is \$124,512.

Expenses

Operating expenses are the periodic costs required to maintain the real property and to continue the generation of the effective gross income. They include real estate taxes, insurance, management fees, utilities, repairs and maintenance, and other miscellaneous expenses. To estimate operating expenses for

the subject, I have surveyed comparable properties in the area for operating expenses.

This data generally suggests a range of operating expenses from about \$7.00 to about \$9.00 per square foot or so. The stabilized operating expenses for the subject are summarized on the income/expense statement on a following page. The total reimbursable expenses are estimated at \$8.01 per square foot. In this analysis it is assumed that the subject property is not tax exempt and real estate taxes are part of the analysis.

Reserves for Replacement

A non-reimbursable reserves for replacement expense of \$0.20 per square foot is also deducted to cover those major items that wear out faster than the building itself.

Net Operating Income (NOI)

The stabilized net operating income for the subject is \$76,749, as is detailed and presented on the following Stabilized Income/Expense Statement.

Stabilized Income/Expense Statement If In Fee Simple					
Rentable Square Feet	5,819	SF	+/-		
POTENTIAL GROSS INCOME NNN					
Potential Gross Rental Income	5,819	SF x	\$15.00	/SF	\$87,285
Expense Reimbursement Income					<u>\$46,599</u>
TOTAL POTENTIAL GROSS INCOME					\$133,884
Less Vacancy and Credit Loss			7.0%		<u>(\$9,372)</u>
EFFECTIVE GROSS INCOME (EGI)					\$124,512
EXPENSES					
				\$/SF	
Real Estate Taxes			\$4.00		(\$23,276)
Insurance			\$0.25		(\$1,455)
Repairs & Maintenance			\$1.00		(\$5,819)
Utilities			\$1.70		(\$9,892)
Management			4.0%	\$0.56	(\$3,247)
Miscellaneous			\$0.50		(\$2,910)
Total Reimbursable Expenses			\$8.01		(\$46,599)
Reserves			\$0.20		(\$1,164)
NET OPERATING INCOME (NOI)					<u>\$76,749</u>

Overall Capitalization Rate

An overall capitalization rate is an income rate for a total property that reflects the relationship between a single year's net operating income expectancy or an annual average of several years' income expectancies and total price or value. It is used to convert net operating income into an indication of overall property value.

Extracting capitalization rates from the market is the preferred method when there is sufficient data available on sales of similar, competitive properties. The overall rates extracted from the comparable sales presented in the Sales Comparison Approach are summarized as follows.

Capitalization Rates		
<u>Sale</u>	<u>Sale Date</u>	<u>Capitalization Rate</u>
1	1/12	NA
2	11/11	6.2%
3	6/11	7.0%
4	2/10	NA
5	1/10	7.5%

The capitalization rates extracted from the market data range from 6.2 to 7.5 percent. The median rate from the sales is 7.0 percent. This data suggests a 7.0 percent capitalization rate for the subject property.

I have also researched capitalization rates published by the Real Estate Research Corporation. The following chart summarizes their national survey on initial capitalization rates for several market segments.

Initial Capitalization Rates						
Source: Real Estate Research Corp.						
		<u>CBD</u>	<u>Suburban</u>	<u>Neigh.</u>	<u>Ind.</u>	<u>Ind.</u>
	<u>MFM</u>	<u>Office</u>	<u>Office</u>	<u>Retail</u>	<u>Whse.</u>	<u>R&D</u>
3Q07	5.8%	6.0%	6.5%	6.5%	6.3%	6.8%
3Q08	6.3%	6.6%	7.1%	7.2%	6.9%	7.0%
3Q09	7.5%	8.0%	8.6%	8.5%	8.3%	8.6%
3Q10	6.6%	7.3%	8.1%	7.8%	8.0%	8.5%
3Q11	6.1%	6.6%	7.5%	7.3%	7.1%	7.7%
3Q12	5.4%	6.2%	7.2%	6.7%	6.5%	7.4%

As can be seen from the chart, capitalization rate expectations bottomed in the second and third quarters of 2007. From the low in mid-2007 capitalization rate expectations increased about 130 to 200 basis points through the end of 2009, depending on property type. Capitalization rate expectations peaked in late 2009 and then declined. Capitalization rate expectations declined from 130 to 200 basis points from 2009 to the present. Most recently capitalization rate expectations for all property types have been stable to slightly lower. Multi-family properties are at the low end of the range and rate expectations for multi-family have declined slightly over the past year.

The national data shows an average capitalization rate expectation for retail properties in the 6.7 percent range. The national data comes from expectations for properties that are more investment grade than the subject property. A capitalization rate for the subject slightly above this range is supported by this data.

Based on the data, I conclude a capitalization rate for the subject property of 7.0 percent.

Value Conclusion – Direct Capitalization Method

The final step in the direct capitalization technique is to divide the subject’s stabilized net operating income by the concluded overall capitalization rate to produce an estimate of value for the subject property. The calculation is presented below.

DIRECT CAPITALIZATION SUMMARY				
<u>Income (NOI)</u>	/	<u>Cap Rate</u>	=	<u>Value</u>
\$76,749	/	7.0%	=	\$1,096,419
		Rounded	=	\$1,100,000

Based on the preceding analysis, I estimate the value of the subject property, via the direct capitalization method, before adding surplus land value, to be \$1,100,000. Adding the previously concluded surplus land value of \$285,000 results in a final estimate of value for the subject property, if in fee simple, via the direct capitalization method, of \$1,385,000.

**VALUE ESTIMATE VIA THE DIRECT CAPITALIZATION METHOD
IF IN FEE SIMPLE
INCLUDING SURPLUS LAND VALUE:
\$1,385,000**

Discounted Cash Flow Analysis – If In Fee Simple

The discounted cash flow technique analyzes the timing of cash flows by discounting them to a present value. A buyer is purchasing the right to receive cash flows into the future, along with the proceeds resulting from the future sale of the property at the end of the holding period. The concept of discounting holds that the future income is worth less than the same income at present, and its value decreases as the time for the receipt is further deferred into the future, i.e., a dollar today is worth more than a dollar received 10 years from now. In the discounted cash flow technique, these future benefits (cash flow and reversion) are identified and discounted to a net present value.

Potential Gross Income

Market rent was previously concluded to be \$15.00 per square foot on a triple net expense basis. Potential gross rental income in year one of the fee simple discounted cash flow analysis is \$87,285. Adding expense reimbursement income of \$46,599 gives a total potential gross income of \$133,884 as is shown on the fee simple discounted cash flow analysis on a following page.

In the fee simple discounted cash flow analysis it is assumed that the entire building is leased at market rent throughout the holding period.

Market Rent Escalation Rate

Based on the market data presented in the report, I conclude a market rent escalation rate of 3.0 percent per year.

Vacancy and Credit Loss

The vacancy and credit loss for the subject was concluded to be 7.0 percent.

Effective Gross Income (EGI)

Effective gross income in year one of the fee simple discounted cash flow analysis is \$124,512.

Expenses

Expenses were discussed and detailed on a previous page. The same general level of expenses are applied in the discounted cash flow analysis as were discussed and concluded in the direct capitalization analysis. The reimbursable expenses total \$8.01 per square foot in year one, increasing 3.0 percent per year. In addition, a non-reimbursable reserves for replacement expense of \$0.20 per square foot is also deducted.

Other Expenses

Other expenses include leasing commissions, re-leasing commissions, and a tenant rollover expense. In the “if in fee simple” analysis it is assumed that the building is leased to stabilized occupancy at market rent and no new leasing commissions are deducted.

Re-Leasing Commissions Expense

The re-leasing commission expense is generally calculated assuming a typical three to five year lease term, averaging four years. It is assumed that about 25 percent of the space could roll over each year. It is assumed there is a 70 percent probability of renewal (or a 30 percent probability of a rollover with a re-leasing commission). Therefore, about 7.5 percent (0.25 times 0.30) of the space is re-leased with new leases, on average, each year for a four year term at market rent with a 6.0 percent leasing commission taken up front. For the tenants that stay and are renewed it is assumed there are no commissions.

Tenant Rollover Expense

As was discussed earlier, the rollover potential is generally calculated assuming a typical three to five year lease term, averaging four years. It is assumed that about 25 percent of the space could roll over each year. It is assumed there is a 70 percent probability of renewal (or a 30 percent probability of a rollover). Therefore, it is assumed that about 7.5 percent (0.25 times 0.30) of the space rolls over, on average, each year.

The tenant rollover expense is calculated at \$10.00 per square foot in year 1, increasing 3.0 percent per year.

Discount Rate

The discounted cash flow technique analyzes the timing of cash flows by discounting them to a present value. The discount rate chosen must reflect the degree of risk associated with the subject property compared to alternative investments.

Information taken from the Real Estate Research Corporation (RERC) survey shows the following average discount rates per property type.

Discount Rates (IRR)						
Source: Real Estate Research Corp.						
		CBD	Suburban	Neigh.	Ind.	Ind.
	<u>MFM</u>	<u>Office</u>	<u>Office</u>	<u>Retail</u>	<u>Whse.</u>	<u>R&D</u>
3Q09	9.5%	9.7%	10.2%	9.6%	9.9%	10.3%
3Q10	8.6%	8.7%	9.6%	9.5%	9.1%	9.6%
3Q11	7.9%	8.3%	9.2%	8.9%	8.6%	9.0%
3Q12	7.4%	7.8%	9.1%	8.3%	8.1%	9.0%

As can be seen from the chart, the range of average discount rate expectations from the most recent survey is from 7.4 to 9.1 percent. Discount rate expectations declined from 130 to 190 basis points from 2009 levels, depending on property type. Multi-family properties are at the low end of the range.

Data from the chart shows that the average anticipated pre-tax yield (IRR) for retail properties is 8.3 percent. However, it is noted that this data comes from expectations for investment grade properties on a national or regional level. The subject property is not an investment grade property and a slightly higher discount rate is appropriate for the subject. Based on the data and based on discussions with local and regional investors, I conclude a discount rate for the subject of 8.5 percent.

Reversion

To calculate the reversion amount (sale price at the end of the holding period), the year 11 net operating income (NOI) is capitalized at an appropriate capitalization rate. On a preceding page a 7.0 percent going-in capitalization rate is concluded for the subject. Since the reversion takes place in the future, it carries with it some additional time risk and a slightly higher reversion or terminal rate is appropriate. I conclude a 7.5 percent terminal capitalization rate for the subject. Sales costs of 3.0 percent of gross sale proceeds will also be deducted.

Discounted Cash Flow Assumptions – If In Fee Simple

Assumptions used in the fee simple discounted cash flow analysis are as follows:

1. Date of value is January 8, 2013.
2. Market rent per square foot in year one is \$15.00 on a triple net expense basis.
3. Market rent increases 3.0 percent per year.
4. Expenses increase 3.0 percent per year.
5. In the fee simple discounted cash flow analysis it is assumed that the subject property is leased to stabilized occupancy at market rent throughout the holding period.

6. The typical holding period for the property is defined as 10 years.
7. Net reversion is defined as year 11 NOI capitalized into value at a rate of 7.5 percent. A 3.0 percent sales cost is deducted from the gross sale proceeds.
8. The resulting cash flow is discounted to present value to yield 8.5 percent.

The Discounted Cash Flow Analysis for the subject property, if in fee simple, not including surplus land value, is presented on the following page.

CASH FLOW ANALYSIS												
If In Fee Simple												
Total Rentable Area	5,819	SF +/-										
Expense Growth Rate	3.00%											
Market Rent Escalation Years 1-2	3.00%											
Market Rent Escalation Years 3-11	3.00%											
Sales Costs at Reversion	3.00%											
Reversion Cap Rate	7.50%											
	Year	1	2	3	4	5	6	7	8	9	10	11
Market Rent/SF NNN		\$15.00	\$15.45	\$15.91	\$16.39	\$16.88	\$17.39	\$17.91	\$18.45	\$19.00	\$19.57	\$20.16
Average Vacancy (%)		7.0%	7.0%	7.0%	7.0%	7.0%	7.0%	7.0%	7.0%	7.0%	7.0%	7.0%
Tenant Rollover Expense		\$10.00	\$10.30	\$10.61	\$10.93	\$11.26	\$11.59	\$11.94	\$12.30	\$12.67	\$13.05	\$13.44
INCOME												
Potential Gross Rental Income		\$87,285	\$89,904	\$92,601	\$95,379	\$98,240	\$101,187	\$104,223	\$107,350	\$110,570	\$113,887	\$117,304
Expense Reimbursements		<u>46,599</u>	<u>47,997</u>	<u>49,436</u>	<u>50,919</u>	<u>52,447</u>	<u>54,020</u>	<u>55,641</u>	<u>57,310</u>	<u>59,030</u>	<u>60,801</u>	<u>62,625</u>
TOTAL REVENUE		133,884	137,900	142,037	146,298	150,687	155,208	159,864	164,660	169,600	174,688	179,928
Vacancy and Credit Loss		<u>(9,372)</u>	<u>(9,653)</u>	<u>(9,943)</u>	<u>(10,241)</u>	<u>(10,548)</u>	<u>(10,865)</u>	<u>(11,190)</u>	<u>(11,526)</u>	<u>(11,872)</u>	<u>(12,228)</u>	<u>(12,595)</u>
EFFECTIVE GROSS INCOME		124,512	128,247	132,094	136,057	140,139	144,343	148,673	153,134	157,728	162,460	167,333
EXPENSES												
	\$/SF											
Real Estate Taxes	\$4.00	(23,276)	(23,974)	(24,694)	(25,434)	(26,197)	(26,983)	(27,793)	(28,627)	(29,485)	(30,370)	(31,281)
Insurance	\$0.25	(1,455)	(1,498)	(1,543)	(1,590)	(1,637)	(1,686)	(1,737)	(1,789)	(1,843)	(1,898)	(1,955)
Repairs & Maintenance	\$1.00	(5,819)	(5,994)	(6,173)	(6,359)	(6,549)	(6,746)	(6,948)	(7,157)	(7,371)	(7,592)	(7,820)
Utilities	\$1.70	(9,892)	(10,189)	(10,495)	(10,810)	(11,134)	(11,468)	(11,812)	(12,166)	(12,531)	(12,907)	(13,294)
Management	4.0%	\$0.56	(3,247)	(3,344)	(3,445)	(3,548)	(3,655)	(3,764)	(3,877)	(3,993)	(4,113)	(4,237)
Miscellaneous		<u>\$0.50</u>	<u>(2,910)</u>	<u>(2,997)</u>	<u>(3,087)</u>	<u>(3,179)</u>	<u>(3,275)</u>	<u>(3,373)</u>	<u>(3,474)</u>	<u>(3,578)</u>	<u>(3,686)</u>	<u>(3,796)</u>
Total Reimbursable Expenses		\$8.01	(46,599)	(47,997)	(49,436)	(50,919)	(52,447)	(54,020)	(55,641)	(57,310)	(59,030)	(60,801)
Reserves		\$0.20	<u>(1,164)</u>	<u>(1,199)</u>	<u>(1,235)</u>	<u>(1,272)</u>	<u>(1,310)</u>	<u>(1,349)</u>	<u>(1,390)</u>	<u>(1,431)</u>	<u>(1,474)</u>	<u>(1,518)</u>
NET OPERATING INCOME (NOI)		76,749	79,052	81,423	83,866	86,382	88,974	91,643	94,392	97,224	100,140	103,145
Other Expenses												
Re-leasing Commissions		(1,571)	(1,618)	(1,667)	(1,717)	(1,768)	(1,821)	(1,876)	(1,932)	(1,990)	(2,050)	
Tenant Rollover Expense		(4,364)	(4,495)	(4,630)	(4,769)	(4,912)	(5,059)	(5,211)	(5,367)	(5,529)	(5,694)	
Net Reversion		-	-	-	-	-	-	-	-	-	-	<u>1,334,005</u>
Cash Flow Before Debt Service		\$70,814	\$72,938	\$75,127	\$77,380	\$79,702	\$82,093	\$84,556	\$87,092	\$89,705	\$1,426,401	
PRESENT VALUE OF CASH												
FLOW DISCOUNTED TO YIELD:		8.5%	=	\$1,112,239								
				\$1,110,000	(rounded)							

Value Conclusion - Discounted Cash Flow Analysis – If In Fee Simple

The fee simple Discounted Cash Flow Analysis for the subject property is presented on the previous page. I estimate the value of the subject property, via the discounted cash flow analysis, before adding surplus land value, to be \$1,110,000. Adding the previously concluded surplus land value of \$285,000 gives a final estimate of value, via the Discounted Cash Flow Analysis, if in fee simple, of \$1,395,000.

**VALUE ESTIMATE VIA THE DISCOUNTED CASH FLOW ANALYSIS
IF IN FEE SIMPLE
INCLUDING SURPLUS LAND VALUE:
\$1,395,000**

**RECONCILIATION AND FINAL ESTIMATE OF VALUE
IF IN FEE SIMPLE - HYPOTHETICAL**

Reconciliation involves the analysis of alternative conclusions to arrive at a final value estimate. The value estimates derived from the approaches to value as presented in this report, including surplus land value of \$285,000, are:

Cost Approach:	Not developed
Sales Comparison Approach:	\$1,285,000
Income Approach:	
Direct Capitalization Method:	\$1,385,000
Discounted Cash Flow Analysis:	\$1,395,000

The Cost Approach can be an effective check against the results derived from the other approaches to value. When the improvements are new and represent the highest and best use of the site, the Cost Approach is especially reliable. When improvements are older, estimates of physical deterioration, functional obsolescence and external obsolescence are more difficult to reliably quantify. The subject improvements are not new and have suffered from physical deterioration/depreciation. Any estimate of physical depreciation is difficult to reliably quantify. Because of this, the Cost Approach was not developed in this report and its omission does not significantly diminish the reliability of the final value estimate.

The Sales Comparison Approach is often a reliable method of valuation as it best reflects interactions in the marketplace between buyers and sellers. When substantial market data are available, the Sales Comparison Approach tends to be a good indicator of value and often is relied on by investors and other market participants. The Sales Comparison Approach can provide a reliable indication of value for property types that are bought and sold regularly. If sufficient market data is available, it is the most direct approach to value. The overall quality and quantity of data from the Sales Comparison Approach is considered to be below average. The Sales Comparison Approach is given some weight in the final conclusion, but less weight than the Income Approach.

The Income Approach converts anticipated future income and benefits into present value. It can produce a reliable estimate of value when the property being appraised is an income producing property and the appraiser is able to obtain sufficient market derived comparable rental, vacancy and credit loss, expense, and yield and capitalization rate information. In the case of the subject property, reasonably good market data was available. The Income Approach is given the most weight.

Final Market Value Conclusion – Hypothetical – If In Fee Simple

I estimate the market value of the subject property, hypothetical, if in fee simple, including surplus land value of \$285,000, as of January 8, 2013, to be \$1,360,000.

**FINAL ESTIMATE OF MARKET VALUE – HYPOTHETICAL
IF IN FEE SIMPLE – INCLUDING SURPLUS LAND VALUE:
ONE MILLION THREE HUNDRED SIXTY THOUSAND DOLLARS
(\$1,360,000)**

VALUATION ANALYSIS III LEASED FEE ESTATE

The previously concluded market value estimate for the subject property of \$1,360,000 assumes that the property is leased to stabilized occupancy at market rent. In the leased fee analysis that follows contract rent from the existing lease will be analyzed to determine whether it has a significant impact on the value of the property relative to the fee simple value estimate. To do this, a leased fee discounted cash flow analysis is presented in the following paragraphs. Contract rent from the existing lease is applied in this analysis. The value conclusion via the leased fee discounted cash flow analysis will be compared to the \$1,110,000 value conclusion (excluding surplus land value) via the fee simple discounted cash flow analysis. If there is any significant difference between these two analyses, an adjustment will be made for the leasehold value or incremental leased fee value generated by the contract rent.

Discounted Cash Flow Analysis - Leased Fee Estate

The discounted cash flow technique analyzes the timing of cash flows by discounting them to a present value. A buyer is purchasing the right to receive cash flows into the future, along with the proceeds resulting from the future sale of the property at the end of the holding period. The concept of discounting holds that the future income is worth less than the same income at present, and its value decreases as the time for the receipt is further deferred into the future, i.e., a dollar today is worth more than a dollar received 10 years from now. In the discounted cash flow technique, these future benefits (cash flow and reversion) are identified and discounted to a net present value.

Potential Gross Income

Market rent was previously concluded to be \$15.00 per square foot on a triple net expense basis. In the leased fee analysis contract rent from the existing lease is applied in years 1 through 8. Market rent is applied beginning in year 9. The terms of the lease were summarized earlier in the report on page 11.

Potential gross rental income in year one of the leased fee discounted cash flow analysis is \$60,948. Adding expense reimbursement income of \$15,510 gives a total potential gross income in year 1 of \$76,458 as is shown on the leased fee discounted cash flow analysis on a following page.

In the leased fee analysis, contract rent from the existing lease is used until the lease expires, at which time it is assumed the space is re-leased at market rent. It is assumed that the option to renew is exercised as it is below market rent. Note that the existing lease is on a modified gross expense basis and the tenant does not reimburse the landlord for taxes, insurance, management, or reserves.

Market Rent Escalation Rate

The same market rent escalation rate is utilized in this analysis as was concluded in the fee simple analysis. Market rent is assumed to escalate 3.0 percent per year. Contract rent escalates per the terms of

the lease that are summarized earlier in the report on page 11.

Vacancy and Credit Loss

The vacancy and credit loss for the subject was concluded to be 7.0 percent, stabilized. In the leased fee analysis the same 7.0 percent vacancy is applied throughout the holding period.

Effective Gross Income (EGI)

Effective gross income in year one of the leased fee discounted cash flow analysis is \$71,106.

Expenses

Expenses were discussed and detailed on a previous page. The same general level of expenses are applied in the leased fee discounted cash flow analysis as were discussed and concluded in the fee simple analysis. The reimbursable expenses total \$7.84 per square foot in year one, generally increasing 3.0 percent per year. In addition, a non-reimbursable reserves for replacement expense of \$0.20 per square foot is also deducted.

Other Expenses

Other expenses include re-leasing commissions and a tenant rollover expense. No deduction is made for these expenses in years 1 through 8 as it is assumed that the tenant remains in place given the below market contract rent. The re-leasing commission expense is calculated in year 9 assuming a typical three to five year lease term, averaging four years, with a 100 percent probability of a rollover. It is assumed that the space is re-leased for a four year term at market rent with a 6.0 percent leasing commission taken up front. The tenant rollover expense is calculated using the same square footage analysis as was used for re-leasing commissions. It is assumed that 100 percent of the space rolls over in year nine. The expense is estimated at \$10.00 per square foot in year one, increasing 3.0 percent per year, as was quantified earlier.

Discount Rate

Based on the data presented earlier, I conclude a discount rate for the leased fee analysis of 8.5 percent.

Reversion

To calculate the reversion amount (sale price at the end of the holding period), the year 11 net operating income (NOI) is capitalized at an appropriate capitalization rate. On a preceding page a 7.0

percent going-in capitalization rate is concluded for the subject. Since the reversion takes place into the future, it carries with it some additional time risk and a slightly higher reversion or terminal rate is appropriate. I conclude a 7.5 percent terminal capitalization rate for the subject. Sales costs of 3.0 percent of gross sale proceeds will also be deducted.

Discounted Cash Flow Assumptions - Leased Fee Estate

Assumptions used in the leased fee discounted cash flow analysis are as follows:

1. Date of value is January 8, 2013.
2. Market rent per square foot in year one is \$15.00 per square foot on a triple net expense basis.
3. Market rent increases 3.0 percent per year.
4. Expenses increase 3.0 percent per year.
5. Contract rent from the existing lease is applied in the discounted cash flow analysis until the lease expires, at which time market rent is assumed. There is an option to renew in the lease and the option rent is also below market so it is assumed that it is exercised.
6. The typical holding period for the property is defined as 10 years.
7. Net reversion is defined as year 11 NOI capitalized into value at a rate of 7.5 percent. A 3.0 percent sales cost is deducted from the gross sale proceeds.
8. The resulting cash flow is discounted to present value to yield 8.5 percent.

Value Conclusion - Discounted Cash Flow Analysis - Leased Fee Estate

The leased fee Discounted Cash Flow Analysis for the subject property is presented on the following page.

CASH FLOW ANALYSIS

Leased Fee

Total Rentable Area	5,819	SF +/-										
Expense Growth Rate	3.00%											
Market Rent Escalation Years 1-2	3.00%											
Market Rent Escalation Years 3-11	3.00%											
Sales Costs at Reversion	3.00%											
Reversion Cap Rate	7.50%											
	Year	1	2	3	4	5	6	7	8	9	10	11
Market Rent/SF NNN		\$15.00	\$15.45	\$15.91	\$16.39	\$16.88	\$17.39	\$17.91	\$18.45	\$19.00	\$19.57	\$20.16
Average Vacancy (%)		7.0%	7.0%	7.0%	7.0%	7.0%	7.0%	7.0%	7.0%	7.0%	7.0%	7.0%
Tenant Rollover Expense		\$10.00	\$10.30	\$10.61	\$10.93	\$11.26	\$11.59	\$11.94	\$12.30	\$12.67	\$13.05	\$13.44
INCOME												
Potential Gross Rental Income		\$60,948	\$62,680	\$79,260	\$89,032	\$91,704	\$94,452	\$97,288	\$100,204	\$107,441	\$113,887	\$117,304
Expense Reimbursements		<u>15,510</u>	<u>15,974</u>	<u>16,640</u>	<u>17,232</u>	<u>17,749</u>	<u>18,282</u>	<u>18,830</u>	<u>19,395</u>	<u>45,952</u>	<u>60,801</u>	<u>62,625</u>
TOTAL REVENUE		76,458	78,654	95,900	106,264	109,453	112,734	116,118	119,599	153,394	174,688	179,928
Vacancy and Credit Loss		<u>(5,352)</u>	<u>(5,506)</u>	<u>(6,713)</u>	<u>(7,439)</u>	<u>(7,662)</u>	<u>(7,891)</u>	<u>(8,128)</u>	<u>(8,372)</u>	<u>(10,738)</u>	<u>(12,228)</u>	<u>(12,595)</u>
EFFECTIVE GROSS INCOME		71,106	73,149	89,187	98,826	101,792	104,842	107,990	111,227	142,656	162,460	167,333
EXPENSES												
	\$/SF											
Real Estate Taxes	\$4.00	(23,276)	(23,974)	(24,694)	(25,434)	(26,197)	(26,983)	(27,793)	(28,627)	(29,485)	(30,370)	(31,281)
Insurance	\$0.25	(1,455)	(1,498)	(1,543)	(1,590)	(1,637)	(1,686)	(1,737)	(1,789)	(1,843)	(1,898)	(1,955)
Repairs & Maintenance	\$1.00	(5,819)	(5,994)	(6,173)	(6,359)	(6,549)	(6,746)	(6,948)	(7,157)	(7,371)	(7,592)	(7,820)
Utilities	\$1.70	(9,892)	(10,189)	(10,495)	(10,810)	(11,134)	(11,468)	(11,812)	(12,166)	(12,531)	(12,907)	(13,294)
Management	4.0%	\$0.39	(2,267)	(2,332)	(2,948)	(3,312)	(3,411)	(3,514)	(3,619)	(3,728)	(4,237)	(4,364)
Miscellaneous		<u>\$0.50</u>	<u>(2,910)</u>	<u>(2,997)</u>	<u>(3,087)</u>	<u>(3,179)</u>	<u>(3,275)</u>	<u>(3,373)</u>	<u>(3,474)</u>	<u>(3,578)</u>	<u>(3,686)</u>	<u>(3,796)</u>
Total Reimbursable Expenses	\$7.84	(45,619)	(46,984)	(48,940)	(50,683)	(52,204)	(53,770)	(55,383)	(57,045)	(58,913)	(60,801)	(62,625)
Reserves	\$0.20	<u>(1,164)</u>	<u>(1,199)</u>	<u>(1,235)</u>	<u>(1,272)</u>	<u>(1,310)</u>	<u>(1,349)</u>	<u>(1,390)</u>	<u>(1,431)</u>	<u>(1,474)</u>	<u>(1,518)</u>	<u>(1,564)</u>
NET OPERATING INCOME (NOI)		24,324	24,966	39,012	46,871	48,278	49,723	51,217	52,751	82,269	100,140	103,145
Other Expenses												
Re-leasing Commissions		0	0	0	0	0	0	0	0	(26,537)	0	
Tenant Rollover Expense		0	0	0	0	0	0	0	0	(73,713)	0	
Net Reversion		-	-	-	-	-	-	-	-	-	<u>1,334,005</u>	
Cash Flow Before Debt Service		\$24,324	\$24,966	\$39,012	\$46,871	\$48,278	\$49,723	\$51,217	\$52,751	(\$17,982)	\$1,434,145	
PRESENT VALUE OF CASH												
FLOW DISCOUNTED TO YIELD:		8.5%	=	\$852,646								
				\$850,000	(rounded)							

Final Market Value Conclusion - Leased Fee Estate

The value estimate via the leased fee discounted cash flow analysis, not including surplus land value, is \$850,000. The value estimate via the fee simple discounted cash flow analysis presented earlier, not including surplus land value, was \$1,110,000. The difference, approximately \$260,000, represents the leasehold value associated with the terms of the lease as of January 2013.

Deducting the \$260,000 leasehold value from the previously concluded fee simple market value estimate of \$1,360,000 gives a final estimate of market value for the leased fee estate, including surplus land value of \$285,000, of \$1,100,000.

I estimate the market value for the subject property "as is," leased fee estate, including surplus land value of \$285,000, as of January 8, 2013, to be \$1,100,000.

**FINAL ESTIMATE OF MARKET VALUE - AS IS
LEASED FEE ESTATE
INCLUDING SURPLUS LAND VALUE:
ONE MILLION ONE HUNDRED THOUSAND DOLLARS
(\$1,100,000)**

Important Assumption

The appraiser has not been provided recent environmental reports or assessments for the subject property. A 2008 Phase I Environmental Assessment provided to the appraiser revealed no recognized environmental conditions. The value estimate presented in this report expressly assumes that the subject property is not significantly adversely impacted by any environmental issues. If further study reveals that the subject property is significantly adversely impacted by environmental issues, the value estimate presented in this report may be invalid and a new valuation analysis may be necessary.

Marketing Period/Exposure Time

Advisory Opinion G-7, published September 16, 1992 by the Appraisal Standards Board of The Appraisal Foundation, describes reasonable marketing time as "an estimate of the amount of time it might take to sell a property interest in real estate at the estimated market value level during the period immediately after the effective date of an appraisal." Marketing period is to be distinguished from exposure time, which is defined in Statement on Appraisal Standards NO. 6 (SMT-6), published by the Appraisal Standards Board September 16, 1992. Exposure time is defined in that document as "The estimated length of time the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal; a retrospective estimate based upon an analysis of past events assuming a competitive and open market."

The exposure times extracted from the comparable sales presented earlier in the report range generally from less than six months to more than nine months. The area market is currently showing

stable demand after a weakening from late 2008 into mid-2009 and then improvement from 2011 into 2013. Based on the sale data, I conclude a marketing period and exposure time for the subject at approximately nine to twelve months, assuming a marketing price near the concluded value estimate in this report.

CERTIFICATION

I certify that, to the best of my knowledge and belief, ...

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions and conclusions are limited only by the reported assumptions and limiting conditions and are my personal and unbiased professional analyses, opinions and conclusions.
- I have no present or prospective interest in the property that is the subject of this report, and I have no personal interest or bias with respect to the parties involved. I have no bias with respect to the property that is the subject of this report or the parties involved with the assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- The appraisal assignment was not based on a requested minimum valuation, a specific valuation or the approval of a loan. My compensation for completing this assignment is not contingent upon the development of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- The reported analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and the Standards of Professional Practice of the Appraisal Institute which include the Uniform Standards of Professional Appraisal Practice.
- The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
- William C. Graff has made a personal inspection of the property that is the subject of this report.
- No one provided significant real property appraisal assistance to the person signing this certification.
- As of the date of this report, William C. Graff has completed the continuing education program of the Appraisal Institute.
- I have educational background and experience in the appraisal of real estate properties similar to the subject. This knowledge and experience allows this appraiser to complete this assignment in accordance with the competency provisions of USPAP and FIRREA.
- I have not provided services regarding the subject property within the three year period immediately preceding acceptance of the assignment, as an appraiser or in any other capacity.

WILLIAM GRAFF and COMPANY

William C. Graff, MAI, President
Certified General Appraiser, Colorado CGO1313154

BACKGROUND AND QUALIFICATIONS
WILLIAM C. GRAFF, MAI

PROFESSIONAL MEMBERSHIPS AND DESIGNATIONS:

Certified General Appraiser, CG01313154, State of Colorado
MAI, Member 9080, Appraisal Institute

EXPERT WITNESS:

Boulder County District Court
Adams County District Court

TYPICAL APPRAISAL PROPERTY TYPES:

Proposed and existing office, office/R&D, R&D/flex, industrial, apartments, retail, mixed use, churches, schools, vacant land, proposed and existing land developments.

APPRAISAL EDUCATION (Partial List):

Real Estate Appraisal Principles, Appraisal Institute, 1985
Basic Valuation Procedures, Appraisal Institute, 1985
Real Estate Contracts and Law, 1986
Capitalization Theory & Techniques, Parts A & B, Appraisal Institute, 1986
Case Studies in Real Estate Valuation, Appraisal Institute, 1987
Eminent Domain Litigation Seminar, 1988
Report Writing and Valuation Analysis, Appraisal Institute, 1989
Reviewing Appraisals Seminar, 1992
Advanced Appraisal Compliance Seminar, 1993
Discounted Cash Flow Analysis Seminar, 1993
Fair Lending Seminar, 1994
Water Law Seminar, Parts I & II, 1995
Residential Land Development Seminar, 1995
Property Inspection Seminar, 1996
Standards of Professional Practice, Part C, Appraisal Institute, 1998
Condemnation Appraising, Appraisal Institute, 1999
Cap Rate Models, U. of Colorado, 2000
Commercial Case Studies, U. of Colorado, 2000
Scope of Work, Appraisal Institute, 2005
Green Building, Commercial and Residential, Appraisal Institute, 2009
Business Practice and Ethics Seminar, Appraisal Institute, 2009
USPAP Update, Appraisal Institute, 2010
Cost Approach Seminar, Appraisal Institute, 2011
Mixed Use Properties, Appraisal Institute, 2012
USPAP Update, Appraisal Institute, 2012

BACKGROUND AND QUALIFICATIONS
WILLIAM C. GRAFF, MAI

REAL ESTATE EXPERIENCE:

REAL ESTATE APPRAISALS AND CONSULTATIONS

WILLIAM GRAFF and COMPANY

P.O. Box 20643
Boulder, Colorado 80308
October 1991 to present
President/Owner

Alliance Appraisal Group
4801 Riverbend Road
Boulder, Colorado 80301
May 1985 to October 1991
Commercial Appraiser

FORMAL EDUCATION:

Bachelor of Science in Business Administration, Regis University

OTHER:

Guest Lecturer in Real Estate, University of Colorado Leeds School of Business

PARTIAL LIST OF APPRAISAL CLIENTS:

JP Morgan Chase Bank
US Bank
First Bank
Compass Bank
AMG National Trust Bank
Flatirons Bank
Principal Capital Management
Boulder Valley School District
City of Boulder

Wells Fargo Bank
Bank of America
KeyBank
Colorado Business Bank
Boulder Community Hospital
TCF Bank
IBM
Xilinx
City of Lafayette

STATE OF COLORADO
Department of Regulatory Agencies
Division of Real Estate

Active Cert. Gen Appraiser	1313154 Number	Jan - 1 2013 Issue Date	Dec 31 2015 Expires
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WILLIAM CRAIG GRAFF
BOULDER, CO 80501

Marcia Waters
Program Administrator

William C. Graff
Licensee Signature

COPY

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this "Agreement") is made as of the 23rd day of July 2015 (the "Effective Date"), by and between LAURENCE VERBECK ("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 Four Hundred and Fifty Thousand and 00/100 Dollars (\$1,450,00.00), 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 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.

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 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:

Laurence Verbeck
P.O. Box 1663
Boulder, CO 80306
Email: renzo@verbeckdesign.com

with a copy to:

Madeline Meacham
Halpern Meacham
1790 30th Street, Ste. 280
Boulder, CO 80301
Phone: (303) 449-6180
Email: mmeacham@halpernllc.com

9.5 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado.

9.6 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.

9.7 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.

9.8 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.

9.9 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.

9.10 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.

9.11 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.

9.12 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.

9.13 Tenant Lease Termination. The Land is currently leased to 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). A five year extension of a previous lease was entered into between the City of Louisville and Lucky Pie Pizza on May 1, 2015. The Purchaser will continue to lease the Land to Lucky Pie Management Company according to the terms of that lease, and the license requirements referenced herein and attached as Exhibit B.

9.14 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.

9.15 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.

9.16 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

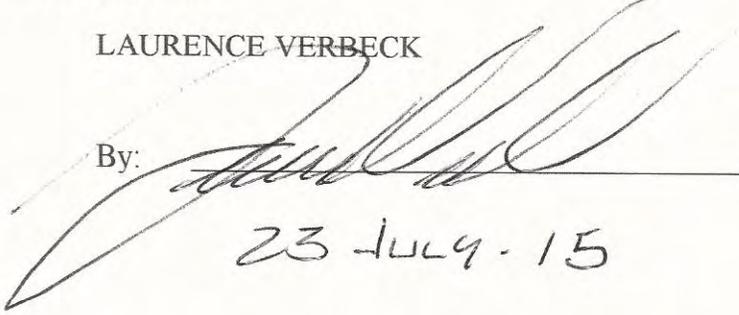
By: _____
Robert P. Muckle, Mayor

ATTEST:

By: _____
Nancy Varra, City Clerk

PURCHASER:

LAURENCE VERBECK

By: 
23 JULY - 15

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:

LAURENCE VERBECK

By: _____

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 LAURENCE VERBECK (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 lease 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 or Licensee’s Lessee 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:

City of Louisville
Attn: City Manager
749 Main Street
Louisville, CO 80027

Licensee:

Laurence Verbeck
P.O. Box 1663
Boulder, CO 80306

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. 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.

27. 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

LAURENCE VERBECK

Form only – do not sign

By: _____

**EXHIBIT A
DESCRIPTION AND DRAWING OF LICENSED PREMISES**

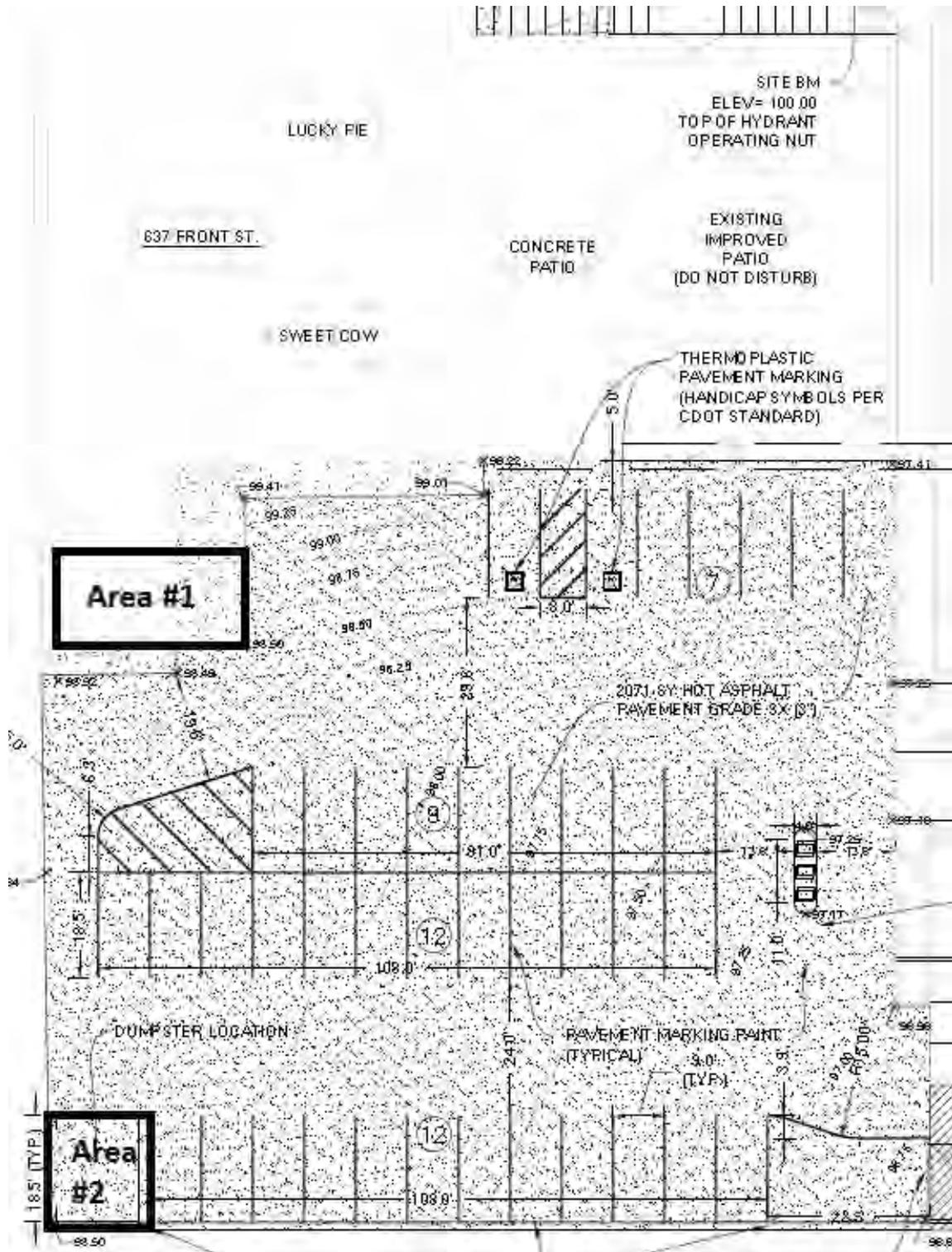


EXHIBIT C
PARKING LEASE
(attached to and made a part of the Agreement)

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 **LAURENCE VERBECK**.

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. 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.

7. 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.

8. 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.

9. 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.

10. 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.

11. 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.

12. 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.

13. 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. 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.

i. 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:
LAURENCE VERBECK

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

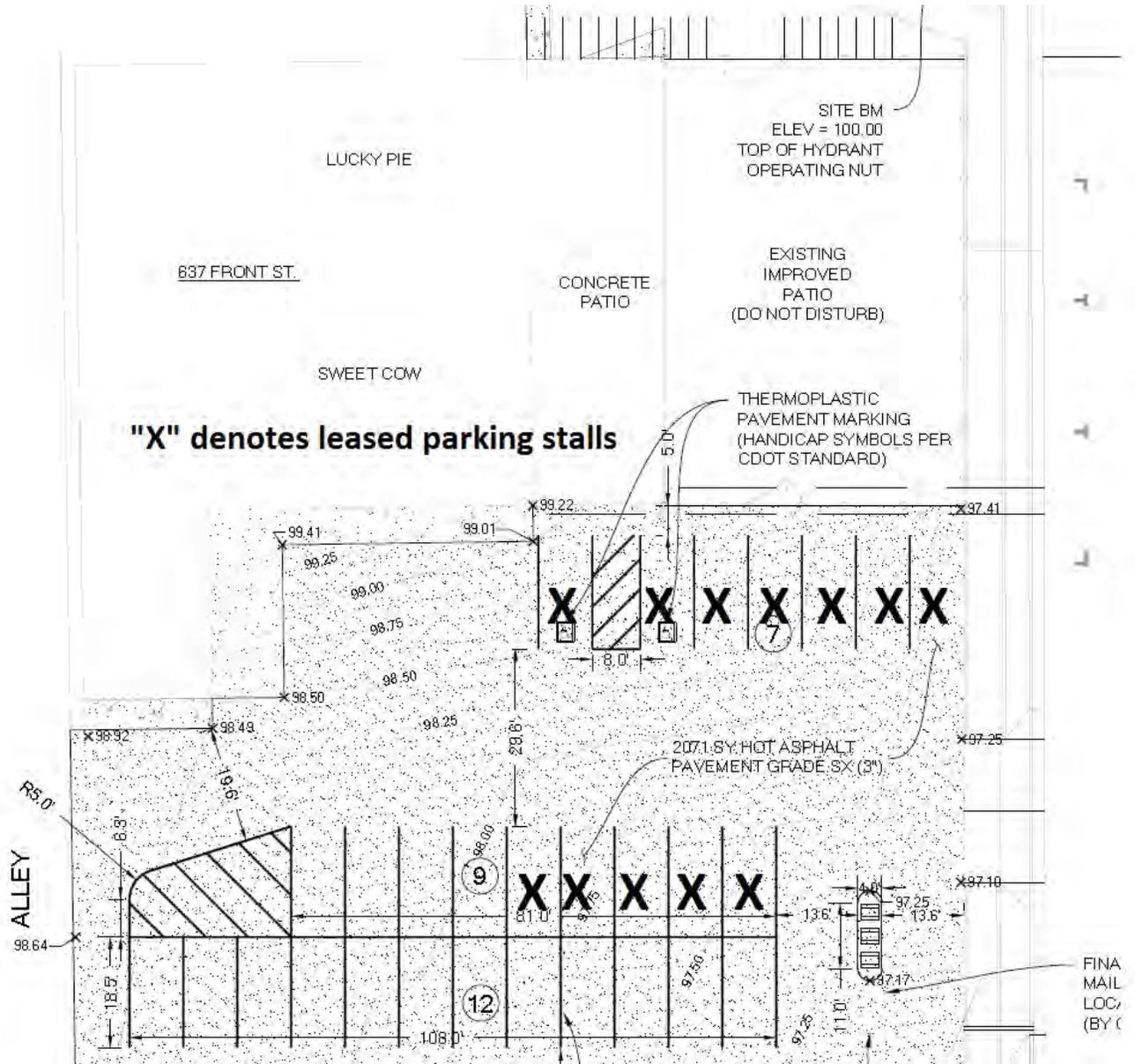


EXHIBIT D
RESTRICTIVE COVENANT
(attached to and made a part of the Agreement)

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 this day of ____ 2015, by and between LAURENCE VERBECK (“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 hereby 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:

LAURENCE VERBECK

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 LAURENCE VERBECK.

Witness my hand and official seal.

My commission expires: _____

Notary Public

Carol Hanson

From: Paul Andrews <Paul.Andrews@everwest.com>
Sent: Sunday, July 12, 2015 7:26 PM
To: City Council
Subject: Sale of the Lucky Pie Site
Attachments: Lucky Pie Sale.pdf; ATT00001.txt

> Dear Mayor and City Council Members,

>

> Please find attached to this email my recommendation to vote against the proposed sale of the Lucky Pie site at this Tuesday's Meeting. My opinion is based upon my belief that this is not in the best long term interests of the City, and that if a sale is essential at this time it should be at a significantly higher price that is arrived at after a full and open marketing process.

>>

We've moved! Please note our new address.

Paul Andrews
EverWest Real Estate Partners
(303) 986 2222 phone | (303) 763 2249 direct
1099 18th Street, Suite 2900 | Denver, CO 80202 Paul.Andrews@everwest.com | www.everwest.com

Paul Andrews
Lincoln Ave
Louisville, CO 80027

July 12th, 2015

Louisville City Council and Mayor

Dear Elected Officials,

I am writing to request you vote against the Item 8H, sale of 637 Front Street, or at least delay the vote to further review the City's options with respect to this key parcel of land. I believe a vote in favor of this transaction would be at best a naïve gift to a local business owner and could be construed as an abandonment of your fiduciary responsibility to the City and its citizens.

I write this letter as a concerned Louisville citizen who has lived in downtown for over five years. I am also a big fan of Lucky Pie and Sweet Cow. I think the environment they have created, at the entrance to our town, is a great example of this Town's community spirit. I am proud to say all three of my sons have been, and two still are, Sweet Cow employees, and I am proud of their contribution to the store's positive energy. You should not, however, confuse and reward Lucky Pie's contributions to the City with the sale of a strategically key land parcel at substantially below market value, without a broad and fair marketing process.

On a professional basis I am Chief Financial Officer of a national real estate investment firm. I spend a lot of my time reviewing and negotiating commercial real estate sales and working with appraisers on the valuation of our existing portfolio. I am also the managing member of two partnerships that own over 40,000 sf of commercial property in Louisville. I believe this experience is relevant to the discussion of value and use of the subject property.

I have reached my recommendation based on three factors: 1. The appropriate current value of the property. 2. Maintaining the current use of Lucky Pie and Sweet Cow on the subject property and 3. The long term highest and best use of the entire parcel owned by the City.

- 1. Appropriate current value for the subject property.** The appraisal referenced in the memorandum recommending the sale is out of date and fundamentally flawed. It is based upon the income stream from the existing lease, which is substantially below market. I have just completed a restaurant lease in downtown Louisville, at a weaker location, under which the tenant will pay gross rent of more than twice the \$15/sf referenced in the memo. While the below market lease rate that has been granted to Lucky Pie significantly impairs the value of the property to a third party buyer it should not be the only way of looking at the value. A fair appraisal would discount the future value of the property with a market lease rent once the

existing lease has expired, as well as the current rent stream. My estimate of value under a more appropriate methodology is more than double the current contract amount. At the very least I urge the council to appropriately market the property for sale to determine a fair market value rather than rely on an out of date and flawed valuation and a closed door sale that has not been exposed to the market.

2. **Maintaining the existing use.** I assume some of you may be in favor of this transaction as you believe it will maintain the current uses and atmosphere on the property that we all love and enjoy. The truth is actually the opposite. If the property is not sold the current tenants will be required to continue operating for the remainder of the lease term. Assuming they exercise their next five year option – which they should, given that the rent is below market – you will ensure these businesses continue for another ten years, by not approving the sale. In the event of a sale, you have no certainty or control over the future use. I presume the proposed buyer's current intentions are to retain the existing use; however, nothing can be for certain. The current lease holder and prospective buyer may be taken ill, become financially stretched or leave town in which case he can sell the property. He could decide to close the existing restaurant or convert it to another use, over which you have minimal say. I am not privy to the sublease arrangement between Lucky Pie and Sweet Cow, but once the property is sold that sub lease with may no longer exist and the store could close. I have no reason to suspect that the prospective buyer intends to do any of these things but why give him and his heirs the option, at a below market price?
3. **Highest and best long term use.** The City acquired the parcel to help solve its parking problem and I commend the prior council for their foresight. When combined with the rest of the parcel that the City owns this is one of the last city blocks that is entirely owned by a single owner. That produces significant long-term flexibility and value. By selling the best half of the overall parcel you would be significantly reducing the City's options and materially reducing the value of the remaining half of the property that the City will be left with. It would be economically feasible to develop this site into a mixed-use property with 100 underground parking spaces, at the main entrance to town. The project could also include street level retail with Lucky Pie and Sweet Cow, plus second level office and residential uses. While a project of this magnitude may not meet the current appetite of the Council, who knows what the situation will be in ten years? At the height of the next real estate cycle a developer maybe willing to take on such a project, providing substantial parking at no cost to the City. Irrespective of your current view on such an opportunity I believe you should leave that option to future leaders, based on facts and circumstances at that time.

I hope my thoughts have been of use as you contemplate your vote ahead of this Tuesday's meeting. At the very least this transaction needs further review and

consideration. If the City's financial situation is such that we need an influx of cash from a sale of the property I implore you to go through a full, open and fair marketing process, and then possibly require that a buyer maintain the current uses we all appreciate so much. I hope you take the longer view and play out the below market lease you inherited and leave it to the next generation of leaders to make the right long term decision for the property.

Yours sincerely

Paul Andrews

P.S. I only learned of this transaction yesterday. Unfortunately I have a prior travel commitment for work this Tuesday, so will be unable to attend the meeting in person. However I am available via email or cell phone if you have questions prior to the meeting and would ensure my attendance in person if this matter were deferred to a future meeting.

Carol Hanson

From: Frank Higgins <Frank.Higgins@noosayoghurt.com>
Sent: Monday, July 13, 2015 5:15 PM
To: City Council
Subject: I agree with Paul Andrews re: Lucky Pie/Sweet Cow property
Attachments: Lucky Pie Sale.pdf

I recently moved to Colorado for a new job and chose to live in Louisville for some of the reasons articulated in Paul's note on this subject.

The leadership of Louisville should be incredibly proud of the vision and execution of a thoughtful plan that makes the town one of the most charming in the country. I support a more thorough evaluation of all options on the property ensuring that the Louisville City Council keeps making the right decisions.

Best regards,

Frank Higgins

CEO

Noosa Yoghurt

frank.higgins@noosayoghurt.com

(818) 636-0270 (mobile-text)

Best way to reach me is by text or email.....

Noosa is The Finest Aussie Yoghurt

Aussie Culture* Colorado Fresh

Carol Hanson

From: David Hasen <david.hasen@gmail.com>
Sent: Monday, July 13, 2015 5:45 PM
To: City Council
Subject: Lucky Pie Parcel Sale

To the City Council:

I have recently become a resident of Louisville, and I write to concur with the opinion of Paul Davis regarding the proposed sale of the Lucky Pie parcel, 637 Front Street. I believe the City has a duty to obtain a new appraisal of the property and to sell at or near the new appraised value. Fair market value must be assessed on the basis of market conditions at the time of sale, not market conditions at a prior time. Because, as I understand, the City's most-recent appraisal is out of date, I respectfully request that you obtain a new one.

Thank you very much for your consideration of this request. Please do not hesitate to contact me if you have questions. I expect to be away from Louisville until August, but I am reachable by return email or by phone.

Very truly yours,

David Hasen
954 W. Elm St.
Louisville, CO 80027
415-774-6411 (cell)

Carol Hanson

From: Patricia Morgan <tmsunshine@hotmail.com>
Sent: Tuesday, July 14, 2015 11:17 AM
To: City Council
Subject: Property that Sweet Cow & Lucky Pie Lease

To All Council Members,

I feel that the sale of this property is not in the best interest of the city or it's residents. The purchase price is well below market value. I believe there needs to be further review of this and if the city is intent on selling, then it needs to go out to public offering.

Although I believe these two businesses are an asset to the community, I don't feel they should be able to purchase this property below market value. They have been getting a great lease price for the past few years as they started their business. The City and it's tax paying citizens should not be subsidizing small businesses to this extreme level.

Thank you for your time and commitment to the city

*Sincerely,
Tricia Morgan
555 County Rd
Louisville, CO*

Carol Hanson

From: brendan@luckypiepizza.com
Sent: Monday, July 20, 2015 6:37 PM
To: City Council
Subject: for your consideration

To the Members of Louisville City Council,

I wanted to thank you for your time and consideration of the building sale of 637 Front Street at the council meeting on July 14th and I was hoping to reiterate what I was nervously trying to express when I stood before you last Tuesday night.

I am really proud and happy that Lucky Pie Pizza has become a part of, and maybe in a small way helped foster a thriving downtown Louisville. That we are a large employer and able to support the lives and futures of our employees is an honor. The financial contributions we make to the city and the guests we bring to the downtown is really gratifying. That we are a success, a part of a larger community and a small part of people's lives here in Louisville is truly better than I ever expected.

When I first moved to Louisville in 1998, I was still working for other people, running other people's restaurant. At that point, I had been in the food industry for 15 years, and my hope was to be able to someday have my own restaurant. I opened the Empire Lounge on Main Street with a partner but eventually sold my part of that business. When the opportunity to take over the empty building at 637 Front Street became a possibility, I was confident that another restaurant could survive and hopefully prosper at this location and in Louisville.

Having no backing but my own savings made opening a small business a daunting, but exciting opportunity. I have a pretty personal connection to the building, in that I helped build the restaurant. Labor is cheap when it is your own, and friends and I were a big part of the crew that took apart the old post office and put together a restaurant. What kept me up at night and at work everyday when Lucky Pie first opened 5 years ago was the hope we would make enough money to pay off the debts of opening and to be able to make a living. I am truly blessed that Lucky Pie and Sweet Cow have both been a success and have grown to be a favorite of locals and found a place to thrive in Louisville.

So, now I have the opportunity to perhaps own 637 Front Street and be able to really secure the future of my business. Owning the building would really afford me the opportunity to continue to invest and grow the business, secure in our future in that location.

I am aware that some people have suggested that this is simply a real estate deal for me, that I will flip the building and sell it to the highest bidder. It is disappointing, but I guess expected that some people would project what would be their intentions onto me and second-guess my motivation. Fortunately, I am one of the lucky people that loves what I do for a living. I think restaurants are one of man's greatest inventions. They are a place where people can gather with their friends and loved ones, break bread, and share a meal. They can celebrate an ordinary Tuesday or toast an anniversary. They are a break from the day, a time to savor food, to share a beer, to relax.

I am pretty sure a developer could find a way to make a lot more money from that building and land than I can. I am not a developer. I am a restaurant guy, and that is not my goal. My goal is to secure the future of my

business, to assure a long and healthy life for Lucky Pie and Sweet Cow, and to continue to be able to contribute all that we do to the city of Louisville. Both of us want to be at this location, and in Louisville, for as long as we can. I want to be able to continue to invest in the building, my business, and the community. That is why I started the business five years ago, and why I want to make sure it can continue past the end of our lease, five more years in the future.

Again, thanks so much for your consideration in this matter. I appreciate your time and attention.

Sincerely,
Brendan McManus
Owner, Lucky Pie Pizza

Carol Hanson

From: Paul Andrews <Paul.Andrews@everwest.com>
Sent: Wednesday, July 22, 2015 5:30 PM
To: City Council
Subject: Lucky Pie Sale
Attachments: Lucky Pie Sale 7_22_15.pdf

Please find attached a second letter regarding the proposed sale of this key piece of property.

We've moved! Please note our new address.

Paul Andrews
EverWest Real Estate Partners
(303) 986 2222 phone | (303) 763 2249 direct
1099 18th Street, Suite 2900 | Denver, CO 80202
Paul.Andrews@everwest.com | www.everwest.com

Paul Andrews
Lincoln Ave
Louisville, CO 80027

July 22, 2015

Louisville City Council and Mayor

RE: Sale of Lucky Pie Property

Dear Elected Officials

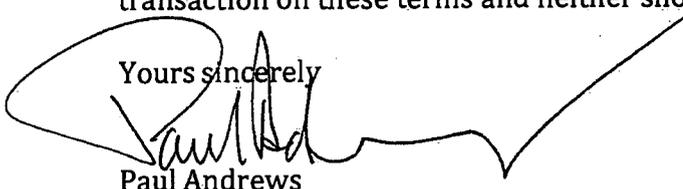
I previously submitted a letter to Council on July 12th urging you to delay or vote against the pending sale of the Lucky Pie Property. While I was unable to attend the meeting in person I understand that not all of my opinions were shared by Council and four of the six council members intend to vote in favor of this sale next Tuesday. As my last letter was sent two days before the meeting I wanted to take this opportunity to re-iterate a few points. I also plan to attend the meeting on Tuesday 29th to present these points in person. As previously stated I believe there are three main reasons to delay the sale of this property.

1. **Highest and best long term use.** This is the largest parcel in downtown Louisville that is owned in its entirety by a single owner. It is possible to redevelop the site into a mixed use project with up to 200 parking spaces. Given our current and future concerns about parking in town, it would be folly to give up control of this parcel when a private developer could provide a substantial piece of our parking solution at no cost to the City. By selling off the best half of the overall property the Council would be giving up many future options and also substantially reducing the value of the remainder of the parcel that we will retain.
2. **Maintaining existing use by Lucky Pie and Sweet Cow.** I understand the sentiment of maintaining the current uses by Lucky Pie and Sweet Cow, but as I previously stated, the way to ensure this is to maintain the existing lease and not sell the property. If the property is not sold, the current tenants will be required to continue operating for the remainder of their five year lease term. After a sale there is no requirement for these uses to continue. The purchaser, and current operator, could cease operations, close Sweet Cow or otherwise change the use, or sell the property for immediate profit. While I have no reason to believe that Brendan intends to make any of these changes I see no reason to sell the property, particularly at a below market price. I think it's interesting to note that the real estate taxes, ownership costs and loan interest that the new owner would be paying significantly exceed his rent expense under the existing lease. So if the purchase is not motivated by saving current cashflow there must be a belief in the current and future value of the property from an investment perspective.

3. **Appropriate current value for the subject property.** The current value of a sale is impaired because the existing tenant is paying substantially less than market rent. The appraisal upon which the sale price is based is three years old. As any home owner in Louisville knows real estate prices have increased very significantly over that time. \$1.2m is the price of a new family home and well below the current value of an income generating commercial property at the entrance to town. The most relevant parts of the appraisal are the discounted cashflow analysis and direct capitalization methods on pages 52 through 61 of the old appraisal. Both of these values are based on an assumed market rent of \$15NNN/sf. The current rent for comparable space is now at least \$25NNN/sf. (I know this because I am in the market leasing space on a regular basis). If this outdated assumption is replaced in the appraisal the market value becomes \$2 million. If you were to apply a 5% cap rate, consistent with Staff's methodology in their valuation of the parking revenue in this transaction the value would be \$2.75 million.

I hope you reconsider you preliminary vote in light of this information, and other feedback that you have received over the last two weeks. I truly believe this parcel of land can be a great long term asset to the citizens of Louisville, and provide future revenue and solutions to our parking issues. Selling the property provides a windfall to the current operator with no certainty of the current restaurants continuing to operate. If the City is short of funds and needs to raise cash from selling off key assets please take the property through a full, open and fair marketing process, that requires a potential buyer to work with the City to solve our parking problems or maintain the existing uses. A commercial owner of this property would never consider a transaction on these terms and neither should we.

Yours sincerely



Paul Andrews

**SUBJECT: DISCUSSION/DIRECTION - HISTORIC PRESERVATION
MASTER PLAN PERIOD OF SIGNIFICANCE**

DATE: JULY 28, 2015

**PRESENTED BY: LAUREN TRICE, PLANNING AND BUILDING SAFETY,
AND HISTORIC PRESERVATION COMMISSION**

On May 26, 2015, City Council requested that staff return with a presentation on the pros and cons of establishing a fixed date or “period of significance” for Louisville’s City-wide Historic Preservation Program as a part of the Preservation Master Plan

Louisville’s Historic Preservation Program helps maintain small town and neighborhood character, promotes economic activity associated with heritage tourism, and contributes to Louisville’s national reputation. The Historic Preservation Commission (HPC) reviewed the pros and cons of a fixed date period of significance and recommends maintaining the progressing 50 year standard. Staff concurs with the HPC recommendation.

BACKGROUND - EXISTING 50 YEAR GUIDELINE:

Louisville’s existing Historic Preservation Ordinance uses the national 50 year standard in two ways: landmarking eligibility and demolition review.

Landmarking

Louisville’s landmark program is completely voluntary. One of the components of eligibility for landmarking is that the structure is 50 years or older¹. Age is not the only criterion considered. To be eligible for designation, the site also must possess both significance (importance in terms of history and/or architecture) and integrity (physical intactness).

The Draft Preservation Master Plan recommends action items to not only enhance the voluntary nature of the City’s historic preservation program but also inform the public about the voluntary program (and contradict inaccurate perceptions), so individuals interested in local designation are fully aware of all expectations associated with landmarking. It also recommends additional incentives to encourage property owners to voluntarily landmark their properties.

Since October 2012, ten property owners have voluntarily landmarked their properties. The current incentives to locally landmark a property within Old Town/Downtown Louisville include: increased lot coverage, exceptions to setbacks, increased floor area

¹ LMC 15.36.050(A): *The City Council may exempt a landmark from the age standard if it is found to be exceptionally important in other significance criteria.*

ratio, and eligibility for Historic Preservation Fund (HPF) grants. Additional incentives are available to all locally landmarked properties in Louisville: state tax credits, public recognition, and design assistance.

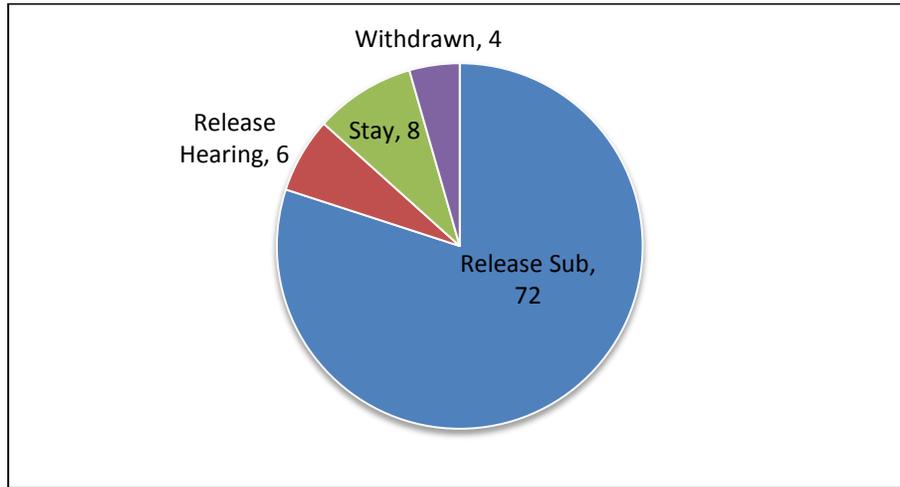
Demolition Review

The existing demolition review process applies to all buildings over 50 years old. The demolition review is only for projects that require a building permit and meet the definition of demolition in Section 15.36 of the LMC. According to the LMC, demolition is defined as physical work involving the street facing elevations or more than 50 percent of any building 50 years or older.

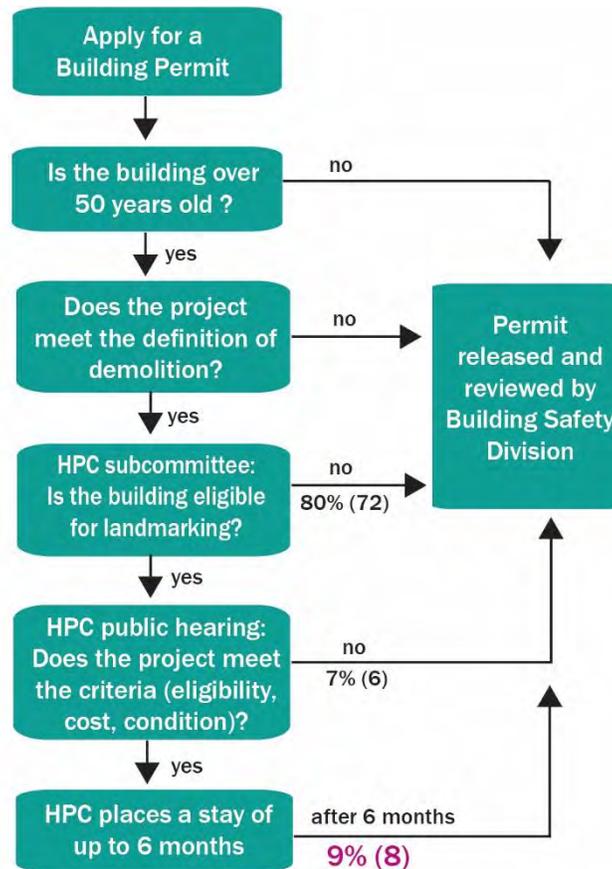
The demolition review process begins with a three to four week period to gather relevant social and architectural history of the property for use in the review process. The research report is distributed to a Historic Preservation Commission (HPC) subcommittee composed of two commissioners and one staff member. The subcommittee reviews projects based on the potential for the building to be landmarked and the impact on the historic resource. If the building is not potentially eligible or the project will not significantly impact the property, the demolition permit is released. If there is potential for the building to be landmarked and the project would make a significant impact on the integrity of the structure, a public hearing is scheduled to allow the full HPC to decide on the demolition request.

At the public hearing, the HPC considers four criteria: eligibility to be landmarked, relationship to a potential historic district, condition of the building, and cost of restoration or repair. The HPC, at a public hearing, can grant the request for demolition immediately or institute a stay of up to six months from the date of application. The purpose of this additional time period is to identify possible alternatives to demolition and ensure the property owner is aware of available financial and regulatory incentives.

Of the 90 demolition reviews conducted since October 2012, 72 (80%) were released by the subcommittee, 14 (16%) went to public hearing, and four were withdrawn. Of the 14 demolition reviews forwarded to public hearing, six (7%) were released and eight (9%) had stays placed on the property. Of the eight projects that had stays placed on the property, five projects have been completed, two will be completed, and one project is pursuing an alternative to demolition.



Historic Preservation Demolition Reviews from 10/2012 – 6/2015



Historic Preservation Demolition Process and Reviews from 10/2012 – 6/2015 (percentages do not include the four demolition permits that were withdrawn)

The Historic Preservation Commission and staff recognize there are ways to improve the existing demolition review process. Staff recommends a demolition review timeline that allows for more front end time for research and discussion of incentives. The proposed demolition review time would also include a reduction of the post-public hearing stay of demolition. In addition, HPC and staff believe modifying the day-to-day demolition review process to allow for more administrative review may streamline the process. Creating an administrative process and shifting the timeline for demolition review also is more closely aligned with the intent of Louisville's user-friendly, voluntary preservation program. These action items are being incorporated into the Draft Preservation Master Plan for City Council review and approval.

SELECTING A FIXED DATE:

Based on City Council's request, staff researched and selected the following options for a fixed date or "period of significance":

- 1955 – The year the last mine closed in Louisville. Additionally, the City's "youngest" landmark, Fabrizio House, was constructed in 1954. It would be problematic for a landmarked structure to be younger than the established period of significance.
- 1978 – The year Louisville celebrated the centennial of its founding. Additionally 1977, was the date of the first Planned Unit Development (PUD), Hillsborough West, when the patterns of development changed.
- 1985 – The year that retains the 50 year guideline until the 20 year span of the Preservation Master Plan is complete.

PROS OF ESTABLISHING A FIXED DATE IN TIME:

- In the long-term, a fixed date would prevent an increase in properties eligible for demolition review. *(Note: Planning and Building Safety staff's workload related to demolition review would not change for many years because all properties seeking demolition or alteration would still need a building permit. However, a fixed date would keep HPC time and Museum Coordinator time from increasing.)*
- A fixed date would allow fewer City resources over time to be allocated to historic preservation.
- A fixed date limits the amount of public review of private property. *(Note: Staff review would remain unchanged as all demolition permits are reviewed by staff regardless historic eligibility.)*
- The selected fixed date has a potential to emphasize the mining and agricultural history of Louisville exclusively, branding Louisville to those time periods.
- A fixed date would present an opportunity to create a clear standard for what is historic in Louisville.
- The fixed date could alleviate the current concern of preserving homes in large post-1970s subdivisions.

- A fixed date reduces concern of property owners being subject to more requirements (demolition review) among people who don't consider their property historic and who are not interested in landmarking their property.

CONS OF ESTABLISHING A FIXED DATE IN TIME:

- A fixed date in time has the potential to prevent the best opportunity for the City to document its evolving history by eliminating consideration of landmark status for properties that may not currently be considered significant but as history unfolds could in the future be considered historic treasures.
- A fixed date increases the chances that historically significant structures could be demolished.
- A fixed date would limit the number of buildings eligible to be landmarked and would lead to an ever-decreasing number of eligible properties.
- A fixed date eliminates neighboring property owners' assurance that a demolition would be reviewed and they would be notified.
- Properties constructed after the fixed date would not be eligible for demolition review and they could lose their architectural integrity.
- Properties that are not able to be locally landmarked would have to prove state or national significance in order to be eligible for tax credits.
- The Preservation Program could lose its reputation as a proactive, incentive-based program at the county, state and national level.
- The Preservation Program would be inconsistent with the State and national preservation standards.
- A fixed date creates an assessment of eligibility that does not consider significance and integrity.
- The preservation best practice is to use a "period of significance" for an individual building or historic district, not a whole city.
- A fixed date could suggest that recent history is not important.
- Choosing an early fixed date excludes protection and recognition of iconic Louisville resources such as the Steinbaugh Pavilion and Lucky Pie/Sweet Cow. These properties were considered very important during the exercise at the first Preservation Master Plan meeting.
- Louisville's Comprehensive Plan stresses the importance of preserving historic character, sense of place, and unique environments. A fixed date could be interpreted as inconsistent with the Comp Plan.
- Properties on either side of the fixed date and otherwise equally eligible for landmarking would be treated differently, leading to inequitable treatment.
- Eliminates the possibility of landmark status for properties whose owners may be interested in pursuing that opportunity.

OPTIONS:

1. Fixed date city-wide for both landmark eligibility and demolition review.
2. Fixed date city-wide for demolition review / Keep 50 years for voluntary landmark eligibility
3. Keep 50 years for landmark eligibility and demolition review
4. Establish some other period of significance, more or less than 50 years, for landmark eligibility and demolition review

FISCAL IMPACT:

The actual fiscal impacts of selecting a fixed date are difficult to determine. A fixed date would impact the amount of landmarking and demolition review at some point in the future, because the number of properties built before that fixed date would remain fixed or gradually diminish.

With a fixed date, it is possible that there would eventually be a decrease in City resources going to historic preservation as fewer structures are eligible for landmarking.

Planning and Building Safety staff reviews all building permits, so the amount of time reviewing demolition requests would not change. However, a fixed date would keep HPC time and Museum Coordinator time from increasing when compared with a period of significance of 50 years old that gradually includes more structures.

HISTORIC PRESERVATION COMMISSION ACTION:

The Historic Preservation Commission reviewed and discussed the pros and cons of establishing a fixed date at their meeting on June 15, 2015. The Historic Preservation Commission also discussed ways to streamline the demolition process. The Historic Preservation Commission voted to keep the existing 50 years for landmark eligibility and demolition review. Commissioners felt that there was no problem with the existing 50 years as a place to start and that it is important to retain the national standard. There was no public comment.

RECOMMENDATION:

Based on the HPC's recommendation and on staff's assessment of the pros and cons listed above, staff recommends the City Council endorse the existing progressive 50 year date (option 3) for the City of Louisville. Staff recognizes the need to streamline and restructure the demolition review process to address the concerns outlined above and will be proposing changes in the near future.

ATTACHMENT(S):

1. Preservation Master Plan Update
2. Historic Preservation Commission Minutes, June 15, 2015
3. National Trust Forum Article, "50 Years Reconsidered"
4. Pros and Cons based on Values from Commissioner Stewart
5. Presentation

MEMORANDUM

To: City Council

From: Department of Planning and Building Safety

Subject: Preservation Master Plan – Update

Date: July 28, 2015

Over the past several months staff, along with the Historic Preservation Commission (HPC), has been working on a Preservation Master Plan for Louisville's historic preservation program. Louisville has a unique voluntary preservation program supported by a dedicated sales tax that has resulted in nearly 30 landmarks. However, the City has never had an adopted preservation master plan to guide the program. The 2013 Comprehensive Plan update called for the creation of such a plan to define the goals of the preservation program and map out how to achieve them. The study area for the project extends beyond Old Town and Downtown Louisville to the city limits. The process of developing the plan involves engaging the community in a discussion of issues facing the historic preservation program including but not limited to: Louisville's period of significance, current historic preservation processes, preservation strategies to streamline the review process, future incentive programs, and outreach to residents.

Planning Staff is working with consultant, HistoryMatters, LLC, for an external review of the existing program and guidance on best practices to produce the plan.

This planning effort is divided into four phases: *vision, evaluation, goals, and implementation*. When complete, the plan will identify action items and an implementation timeline to achieve the preservation goals for the future of the preservation program. The following is the Vision and Purpose endorsed by HPC and City Council:

Vision:

The citizens of Louisville retain connections to our past by fostering its stewardship and preserving significant historic places. The preservation will reflect the authenticity of Louisville's small town character, its history, and its sense of place, all of which makes our community a desirable place to call home and conduct business.

Purpose:

The purpose of the Plan is to outline Louisville's city-wide voluntary historic preservation program for the next 20 years.

The following are the Goals and Objectives endorsed by HPC and City Council:

GOAL #1 - Promote public awareness of preservation and understanding of Louisville's cultural, social, and architectural history

By initiating the following:

- **Objective 1.1** - Engage in public outreach to all citizens
- **Objective 1.2** - Promote the benefits of historic preservation and Louisville's unique incentive-based voluntary program
- **Objective 1.3** - Collaborate with Louisville Historical Museum, Library, and other community organizations on programs and initiatives to celebrate Louisville's history and architecture
- **Objective 1.4** – Share Louisville's history with residents and visitors

GOAL #2 - Encourage voluntary preservation of significant archaeological, historical, and architectural resources

By initiating the following:

- **Objective 2.1** - Research historic periods and themes important to Louisville's past
- **Objective 2.2** – Identify and evaluate historic and archaeological sites
- **Objective 2.3** - Encourage voluntary designation of eligible resources
- **Objective 2.4** - Promote alternatives to demolition of historic buildings
- **Objective 2.5** - Support appropriate treatment for historic buildings

GOAL #3 – Pursue increasingly effective, efficient, user-friendly, and voluntary based preservation practices

By initiating the following:

- **Objective 3.1** - Improve existing preservation operations and customer service
- **Objective 3.2** - Clarify roles and responsibilities within preservation processes
- **Objective 3.3** - Enhance knowledge and professionalism of Historic Preservation Commission and Staff

GOAL #4 - Foster preservation partnerships

By initiating the following:

- **Objective 4.1** - Encourage greater collaboration between Historic Preservation Commission and other City Boards and Commissions
- **Objective 4.2** - Maintain and enhance cooperation between Planning staff and other City departments, including Louisville Historical Museum
- **Objective 4.3** - Expand partnerships with community organizations

- **Objective 4.4** - Make better use of preservation expertise and existing professional networks in Boulder County and other nearby communities
- **Objective 4.5** – Strengthen relationships with relevant State, Federal, and global preservation organizations

GOAL #5 – Continue leadership in preservation incentives and enhance customer service

By initiating the following:

- **Objective 5.1** - Promote availability of Historic Preservation Fund grants and other incentives
- **Objective 5.2** – Evaluate benefits of Historic Preservation Fund
- **Objective 5.3** - Raise awareness for and support state and federal tax credit projects
- **Objective 5.4** – Consider additional zoning incentives

We are currently working on the Implementation phase of the project. City Council and the Historic Preservation Commission will review a draft of the Preservation Master Plan at the City Council Study Session on September 8, 2015. The final plan will be brought to City Council for adoption on October 6, 2015.

**Historic Preservation Commission
Meeting Minutes**

June 15, 2015

Council Chambers, 2nd floor of City Hall

City Hall, 749 Main Street

7:00 – 9:00 PM

Roll Call

Stewart, Fasick, Watson, Koertje, Fahey, Haley, Echohawk

Staff members – Lauren Trice, Planner I; Sean McCartney, Principal Planner

Discussion – Preservation Master Plan – Period of Significance

Trice presented the information included in staff's report, including the data requested by the HPC at the last meeting.

Koertje asked Trice if the stay were removed, what would be the purpose of the public hearing.

Trice stated it is up for discussion.

Watson asked what a fixed date means.

Trice stated it would mean creating a period of significance. She then presented the pros and cons of having a fixed date. She also provided recommendations for fixed dates – 1955, 1978, 1985. She then explained some options for using both fixed dates and 50 years.

Stewart recommended going through each discussion question one by one.

Question One: What projects could be handled by administrative review?

Fahey stated the miscellaneous permits handout, from the Planning Department, is a pretty good list of what could be done administratively because they are mainly maintenance issues, especially if they are like-for-like projects.

Trice stated most of these items don't fall under HPC review because they do not fall under the definition of demolition.

Watson stated there could be classes such as wood, siding, windows, etc.

Fahey stated she is mainly wanting to consider a “like-for-like” definition such as same siding, same window size, and making sure they can be reversible.

Watson stated when you replace a window it isn’t just the glass but the casing, sash, material, cladding, etc. He stated a change to the windows changes the look of the house. He stated replacing asphalt shingles is an easier one to consider.

Fahey stated she understood about the windows, but the other items on the “type of work” on the miscellaneous permit would make sense.

Stewart stated the HPC could create criteria for certain siding to be removed, certain windows to be removed, porch repair “like-for-like”, create character areas for certain parts of town so it can be understood as to what elements could be removed.

Mary Therese, consultant, presented. She addressed the current discussion and stated character defining elements could be called out during the landmarking process.

Stewart stated most of these happen on non-landmarked structures.

Koertje stated Mary Therese is mainly speaking to alterations to an existing landmark.

Mary Therese then presented how other similar communities handle these issues. She stated some communities review based on minor and major alterations. Minor is staff review and major is a public hearing. She stated a definition of demolition would help.

Watson stated the most important step for us is to make sure we create a process that the lay person can understand. He asked if we should attack this as tiers and begin with roofing, and move up from there to maybe siding.

Mary Therese cautioned the commission from becoming the “taste police”, rather use outreach to send out a message that preservation is a big deal so they understand the difficulty in creating a user friendly process.

Fahey stated she does not believe they are establishing what you can and cannot do, but rather to create an easier process for those who want to provide general maintenance on a structure that is over 50 years old.

Discussion ensued regarding how the demolition review process was created and why we are where we are.

Stewart stated there is another community that there is a full demolition review for buildings prior to a certain date and minor review for buildings younger than the certain date.

Mary Therese stated she appreciated that approach. She stated there could be tiers, such as administrative review, subcommittee and public hearing.

Fahey stated the Council most likely would not accept an option that would add more steps.

Mary Therese stated this would be more like an appeals court.

Fahey stated we currently have that process. She thinks we just need a list of what can be released at staff level.

Haley stated this would reduce the number that would have to be reviewed by a subcommittee. She liked Stewart's idea of creating a full review for buildings prior to a certain age, and administrative reviews for younger buildings.

Watson stated he believes staff can decide a lot of the items being listed.

Echohawk agrees with most of what has been said but believes we need to move forward.

Trice stated what she hears is the commission believes there is interest in streamlining the process and including more staff review.

Watson stated that was an excellent summation.

Question #2 – What pros/cons should be included in presentation to council.

Stewart stated he appreciated all of the work staff put into this, but recommended there be 3 columns put to the side of each pro and con to give reasoning behind each pro and con so we can understand what staff's opinion is, what the states opinion is, etc.

Echohawk would like more discussion on a fixed date. She recommended discussing the options for a hybrid of fixed dates and 50 years.

Stewart stated he believes Option #4, keeping a rolling 50 years, makes most sense, but streamline the demolition process and establish historic neighborhoods.

Koertje stated he does not want to bring in alteration certificates into this discussion at all.

Haley stated the background to this was it would help homeowners to understand what they were getting into - upfront education.

Koertje stated the alteration certificate is a whole different discussion – we are primarily discussing demolition review.

Watson states the ability to landmark your property makes sense for landmarking, because it gives the volunteer property owner the opportunity to landmark. He believes demo review makes more sense to create a fixed date.

Stewart asked if he was leaning more towards Option #3.

Watson answered affirmatively.

Stewart asked what happens 100 years from now.

Watson stated the master plan is only a 20 year plan.

Fahey stated that would leave out some potentially important structures.

Koertje asked what we are trying to find a solution to. He believes the program is working fine.

Echohawk stated that is why Option #4 makes most sense because we should follow the national standards. She stated we need to educate the Council on the importance of a rolling time period. She stated historic preservation does not plan, it honors the past. She then discussed some of the issues she had while watching the last council meeting when this topic was discussed.

Fahey stated establishing the first 50 years of Louisville's existence, 1938, misses a lot of potentially significant structures.

Echohawk states the word "rolling" should not be used, only "50 year mark".

Haley stated in reading through the cons, the statement of not following the national and state regulations stands out the most to me. We should stay consistent with the national and state regulations. She stated she likes Option #4.

Fahey stated she agrees with Haley and votes for Option #4.

The commission agreed Option #4 is the best option and the program is currently working well.

Koertje reiterated to remove any reference to alteration certificates.

Trice stated we need to present three dates to Council regardless of the option choice.

Koertje asked if Council directed us to pick a date.

Trice stated Council directed staff to pick the dates.

Stewart stated each era should be considered significant.

Fahey stated she still believes even the new buildings will have significance in 200 years. She reminded everyone landmarking is voluntary.

Watson asked if 50 years is even needed.

The commission stated “no” because significance can happen at any time.

Mary Therese stated that would be too liberal, especially if you are establishing significance on someone who is still living. She stated Denver does a 30 year date.

Watson stated his advice is to have a fixed date for landmarking and use Option #1 for demolitions.

Trice asked Watson if he had a date option for demo review.

Watson stated he would choose 1978.

Trice brought them back to pros and cons discussion, asking if there were any aversions to the pros and cons.

Mary Therese liked Stewart’s suggestion for creating a responsible party for the pro and con.

Haley asked for the columns to be restated.

Stewart stated “Staff, Homeowner and Cultural Resources.”

Trice stated the pros and cons come from Council discussions.

Stewart stated even though Council is focused on staff’s time for the preservation program, the primary objective is to protect the cultural resources.

Watson asked what the first thing someone asks staff when the walk in City Hall.

Trice stated "what can I do with my property."

Trice then asked if there are any specific pros and cons that need to be highlighted.

Watson asked, how do we get the word out to prevent people from doing weird things to their houses?

Mary Therese answered education.

Koertje stated another thing would be design standards.

Fahey stated, during the dot exercises, there were a lot of dots on the date for when they moved in to Louisville.

Watson asked if the commission has achieved what Trice wanted addressed.

Trice stated she believes everything has been addressed. She asked for the commission to be available at the July 28th Council meeting. She asked Stewart to assist with the pros and cons chart.

Stewart agreed.

Fahey stated we need to accentuate the economic benefits of including the entire community in the demolition review.

Watson asked when will have a draft plan to review.

Trice stated the draft plan will be reviewed at the August 17th Historic Preservation meeting.

Pros Cons based on Values

Fixed Date:

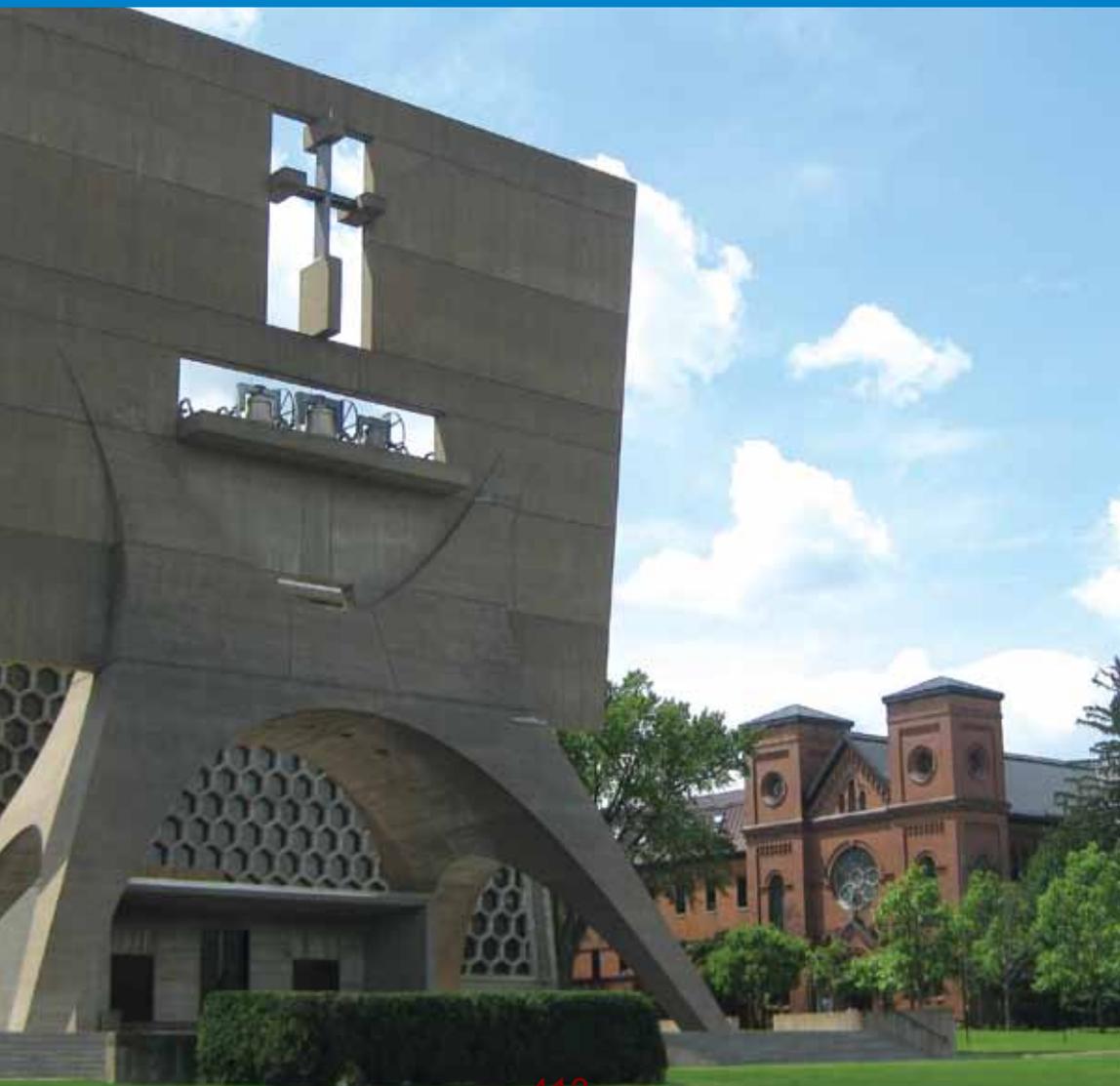
(item and potential impacts)

<i>Item</i>	<i>Property Owner</i>	<i>Staff (time & resources)</i>	<i>Historic Resource</i>
Designation Eligibility	Con	Pro	Con
Demo Review Eligibility	Con (resources not identified)	Pro	Con (potential loss of resources)
Tax Credits Financial opportunity	Con (lost opportunity)	None	Con (lost opportunity)
Number of Designated Structures (portfolio)	Con (some owners may not have equal opportunity)	None	Con
Highlight mining & Ag history	None	None	Con (ignores other important aspects of our history)
City reputation	None (But could make City less desirable)	None	None
Coordination with State National	Con (Confusion)	Con (Confusion)	None
Sense of place/ livability (history)	Con (Diminished)	None	None
Character of Neighborhoods	Con (May be diminished)	None	Con

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Modernism + the Recent Past



50 Years Reconsidered

ELAINE STILES

Advocates, practitioners, and scholars concerned with the preservation of historic resources from the recent past have often debated the tenet that saving recent past resources may require changing the basic framework of professional preservation practice in the United States. One of the prime candidates singled out for change is the use of the so-called “50-year rule,” a criterion established for the National Register of Historic Places stating that “properties that have achieved significance within the past 50 years shall not be considered eligible for the National Register” unless the property is of “exceptional importance.”¹

The use of the 50-year guideline is intended to provide “the time needed to develop historical perspective and to evaluate significance,” guard against “the listing of properties of passing contemporary interest,” and ensure that “the National Register is a list of truly historic places.”² As a model for state and local preservation programs around the country, the National Register evaluative criteria, including the 50-year age restriction, repeat themselves in myriad forms in the more than 1,000 state and local preservation ordinances in the United States.

The 50-year “waiting period” for evaluation of historic resources and the

exceptional importance criterion are of central concern because of the remarkable rate at which younger resources are being lost with little or no consideration of their significance. Densification of suburban and urban environments, real estate markets where land is worth more than existing buildings, and the continual cycle of rehabilitation for commercial and retail structures threaten scores of recent past buildings and landscapes. It is rare that a contemporary historian has the luxury of 50 years to evaluate the significance of a resource. Without access to the incentives and protections that come with eligibility for or listing in historic registers, as well as the public endorsement of significance that designation carries, advocates for recent past resources often cannot find preservation solutions for important sites before they are lost forever.

WITH THE 50-YEAR TIME LIMIT in place across much of the nation, preservationists have few options or tools at their disposal to protect those resources that fall through the 50-year crack.

The 50-year age guideline also increasingly places a barrier between preservation professionals and the public as our field increasingly seeks to help people protect the places that matter to *them*, rather than those that matter to scholars and critics. From Phillips Oil “76” Ball Signs to mid-century elementary schools, traditional and nontraditional preser-



Lift #1 was the longest chair lift in the world when it opened in 1947. The City of Aspen/Pitkin County designated Lift #1 as a local landmark in 1974.

PHOTO BY FERENC BERKO, WWW.FERENCBERKO.COM

vationists are working to save places that they identify with personally and generationally. It is a mathematical fact that most of these places will be less than 50 years old, and an almost equal certainty that they will not qualify as “exceptionally important.” With the 50-year time limit in place across much of the nation, preservationists have few options or tools at their disposal to protect those resources that fall through the 50-year crack.

As the field of preservation increasingly embraces the recent past and the 50-year restriction approaches its own 50th birthday, it seems a fitting and worthwhile time to reexamine the 50-year waiting period. Understanding where the guideline came from, how we use it, and its advantages and disadvantages can help in deciding whether it is a help or a hindrance in stewarding the significant built environment. Important questions include whether the 50-year

restriction is as useful and valuable at the local level as at the state and national levels, and whether our current standards for evaluative scholarship are sufficient for making sound preservation decisions. An essential part of this examination calls for considering what the preservation world would look like without a time-centered guideline, and how preservation as a movement and profession may need to change if significance is not necessarily correlated to age.

As a starting point for the discussion, this article offers a brief look at the origins and function of the 50-year guideline, its practical and philosophical functions, and some preliminary observations about what the preservation landscape might look like without the 50-year criterion by means of a brief survey of communities with no age criteria for historic designation.

ORIGINS

Many preservationists assume that the 50-year criterion was developed in conjunction with the National Register program after passage of the National Historic Preservation Act of 1966 (NHPA). National Park Service historian John Sprinkle's comprehensive history of the 50-year time limit, however, shows that the restriction was developed as part of the Historic Sites Survey, a predecessor of the National Historic Landmarks program created by the Historic Sites Act of 1935. Overseen by the National Park Advisory Board, the Historic Sites

Survey was charged with identifying nationally significant sites worthy of both preservation and potential inclusion as federally operated sites within the National Park System. Over the

30-year period between 1935 and 1966, the Historic Sites Survey and National Park Advisory Board developed most of the criteria for significance and integrity that were later adopted for the National Register of Historic Places.³

The Advisory Board and Historic Sites Survey instituted an initial time parameter for the review of historic sites in 1937, narrowing its focus to properties dating from, or associated with events from, before 1870. The Advisory Board's rationale for this narrowing in scope was to avoid "controversy, or the perception of controversial issues" associated with properties "pertinent to current or near current history."⁴ Much like the 50-year criterion today, the Advisory Board's 1870 cut-off date drew criticism. The American Society of Architectural Historians argued before the Advisory Board that highly significant examples of then "modern" architecture were frequently destroyed with no recourse because of the 1870 guideline, and further pointed out that the chosen date in no way represented a terminus for architectural value.⁵

The Advisory Board revised the 1870 cut-off date in 1952 in the course of reassessing the Historic Sites Survey program review practices. A board committee report determined that "structures or sites of recent historical importance relating to events or persons within the last 50 years will not, as a rule, be eligible for consid-

THERE IS NO EVIDENCE in the record as to why 50 years was initially chosen as a waiting period.

eration under the standards," thereby initiating what we recognize today as the "moving window" of 50 years.⁶ There is no evidence in the record as to why 50 years was initially chosen as a waiting

period; it appears the board decided upon this as an arbitrary period because, in its judgment, this was sufficient time for proper historical perspective and a subsidence of controversy. The Advisory Board included the Historic Sites Survey 50-year age guideline in the 1965 criteria for the successor National Historic Landmarks Program, adding an exception to the criterion for properties of “transcendent significance.”⁷ Less than five months after the passage of the NHPA, the NPS instituted criteria and guidelines for the new register program, including the 50-year time limit, based on those developed by the Advisory Board.⁸

50 YEARS IN ACTION

In reflecting on the origins of the 50-year criterion, it is clear that an age-based criterion served distinct political and practical purposes for the Historic Sites Survey and National Register program, some of which remain relevant today, some of which do not. The criterion limited pressure to review or designate properties associated with contemporary values and living persons, and offered a pragmatic solution for how to prioritize and review a large backlog of potentially historic sites.⁹ It is also

upholds the concept that the passage of time enhances our ability to understand, contextualize, and responsibly evaluate the significance of a resource. The passage of time (at least in theory) helps prevent designation from catering to architectural nostalgia rather than architectural history and ensures preservation of well-documented, well-understood, and meaningful history rather than that which is merely interesting or noteworthy. The requirement for “exceptional importance” also serves a distinct purpose, holding “underage” resources to a higher standard to ensure that recognition afforded the resource will stand the test of time.

The 50-year guideline continues to serve as a practical and philosophical threshold for evaluating significance and as such exerts tremendous influence on the workings of American preservation practice. The criterion has evolved to guide a wide array of preservation activities, including determining the scope of historic resource surveys, the level of consideration afforded in environmental and design review processes, and whether properties are subject to demolition delay review. As a common baseline threshold for historic designation at the federal and

AS A TIME PARAMETER, the 50-year cut-off stands as a philosophical boundary for preservation activities, indicating, however imperfectly, where we believe that the past typically “ends” and the present “begins.”

important to note that the focus of the Historic Sites Survey was in no small part to identify potential National Park units, a substantially higher standard than is typically employed in recognizing historic sites under most preservation programs.

As currently employed in the National Register program, the 50-year restriction

local level, the 50-year guideline also has power to influence eligibility for programs such as historic building codes, historic rehabilitation tax credits, facade improvement and rehabilitation projects, and grant funding.

While the rationale for the 50-year time limit and exceptional importance criterion reads quite sensibly, recent-past preservationists can attest that these standards have perhaps unintended negative effects

on how the preservation field views and values the recent past. As a time parameter, the 50-year cut-off stands as a philosophical boundary for preservation activities, indicating, however imperfectly, where we believe that the past typically “ends” and the present “begins.”¹⁰ Preservation is a movement rooted in time, and the reasons why society seeks to preserve past aspects of the built or designed environment stem from an underlying belief that what is old is valuable and meaningful to modern society. Unfortunately, many preservationists see the 50-year cut-off not only as a necessary period of distance for reliable evaluation but also as a philosophical line separating quality from inferiority. The concept of “old” being valuable and meaningful can easily transform into a less-defensible value judgment that what is old is inherently better than what is new.

The “exceptional importance” criterion serves to further segregate the recent past by holding more-recent resources to a higher standard than their peers. In some modes of interpretation, the requirement is understood as meaning that only iconic, critically acclaimed, or nationally significant resources from the recent past are “good enough” for protection, while the vernacular fabric we so highly value in other historic contexts has less worth if it was developed during the last two generations.

While the National Register program clearly states that the 50-year criterion is not meant to exclude or prohibit resources from being considered for listing, in practice, the percentage of resources in the National Register with periods of significance ending in the previous 50 years is quite small. Since the mid 1970s recent past resources (those less than 50 years old at the time of their inclusion)



The 1957 Inland Steel Building in Chicago was designated as a city landmark in 1998 and listed in the National Register of Historic Places in 2009.

PHOTO BY JOHN CRAMER

have made up approximately 3 percent of National Register listings, with 40 percent of that number holding significance at the local level.¹¹ The percentage of resources listed in the National Register built less than 50 years ago as of today (i.e., during or after the 1960s) is presumably even lower. There is no research available, or even easily compiled, on the number of designated properties less than 50 years

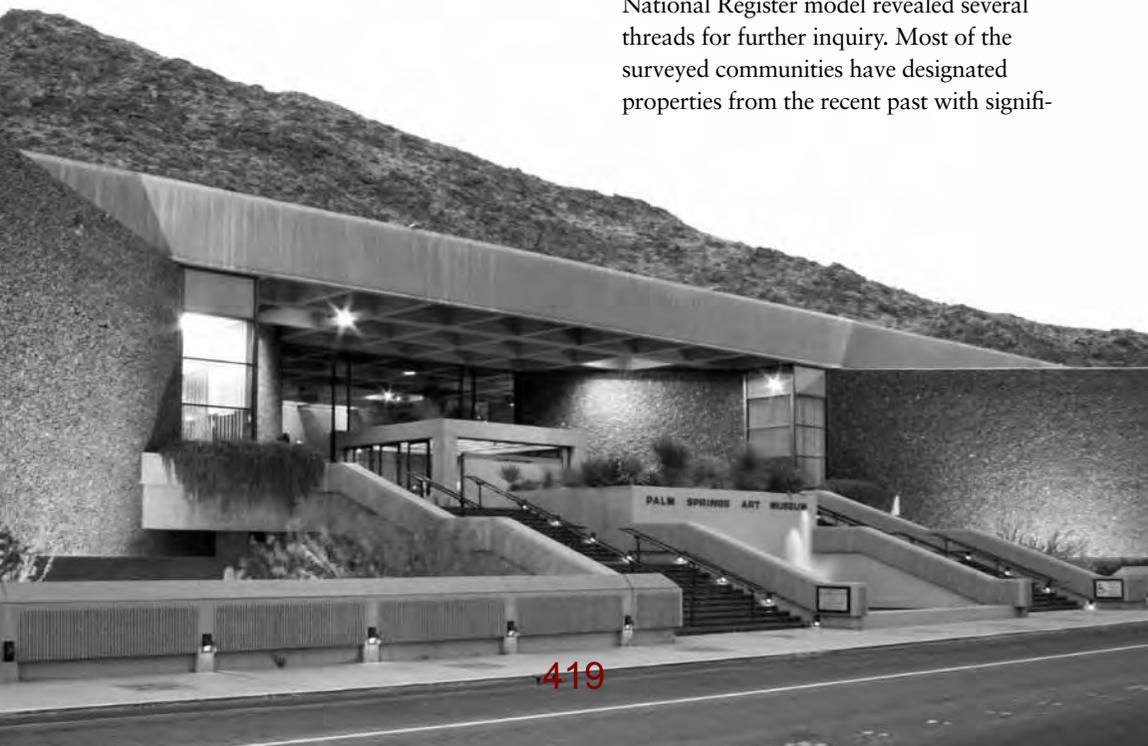
old at the state or local levels, but it is likely that the percentage is similar to the National Register, with higher and lower percentages corresponding to differing patterns of historical development and concentrations of resources.

WHAT IF DATES DIDN'T MATTER?

While some preservationists welcome an end to the 50-year and exceptional importance concepts, others view their loss or liberalization with concern. Some preservationists foresee unending review, overwhelmed preservation commissions and staff, blown budgets, controversy sparked by groups vying for validation via the historic designation process, and public relations disasters as the broadened scope of potential significance collides with the public's concept of what is, or should be, "historic." All of these issues are important to address in any reconsideration of the 50-year criterion.

A number of communities in the United States, by chance or design, have already forded the 50-year gap, and manage preservation programs with relaxed or no age criteria for designation. These communities can offer an instructive look at how removing age from the significance equation affects program administration, preservation of recent past resources, and public perceptions. The group includes some of the country's largest cities, such as San Francisco, Los Angeles, Chicago, and Raleigh, N.C., all of which have no age guidelines in their preservation ordinances. The list also includes places as diverse as Palm Springs, Calif.; Fairfax County, Va.; and the Colorado communities of Boulder and Aspen. Notable cities with age guidelines of less than 50 years include New York City and Seattle (30 years and 25 years, respectively).¹²

A brief survey of programs in communities with age standards differing from the National Register model revealed several threads for further inquiry. Most of the surveyed communities have designated properties from the recent past with signifi-



cance at the local and national levels. The resources include nationally recognized and regionally important architecture, as well as sites associated with notable local or wide-reaching history. A fair number of the locally designated sites were also listed in the National Register, though many were not. For instance, Palm Springs maintains a number of locally designated modern-era sites, but counts no structures in the National Register.

The number of recent past properties designated locally, however, is not significantly greater than at the national level, remaining between 2 and 4 percent of total designations. In several communities, there were no resources at all less than 50 years old listed in the local register. These data can be viewed in several ways. On the one hand, it shows that removing an age criterion does not necessarily lead to a flood of nominations and listings, or listings of questionable quality. It demonstrates that solid scholarship and evaluation can reliably ensure that historic designations have lasting value. On the other hand, the relatively low number, and in some places the dearth of listings, may again testify to the undue influence of the 50-year criterion on the conceptual framework of preservation. Survey, scholarship, advocacy, regulatory review, and nominations for listings may be similarly low or absent.

The survey of communities with relaxed or no age criteria also showed that operating without an age guideline is not without its pitfalls. Staff in the local preservation program in Aspen, Colo., for example, have worked proactively for more than ten years to designate some of the city's later 20th-century heritage, including examples of modern, rustic, and chalet-style homes. Their efforts have



Above: The 1955 Marble Garden at the Aspen Institute, designed by Herbert Bayer, was designated a local landmark in 1996.

PHOTO BY FERENC BERKO, WWW.FERENCBERKO.COM

Opposite page: The City of Palm Springs designated the 1976 Palm Springs Art Museum, designed by E. Stewart Williams, as a Class 1 Historic Site (local landmark) in 1998.

PHOTO BY DAVID GLOMB, 2005

unfortunately stirred up public controversy over why the sites proposed for designation should be considered historically significant. In response, the Aspen municipal government has redeveloped and refined criteria for designation of recent past heritage a number of times, relying on detailed context studies, analytical scoring of integrity, tiered significance matrices, substantial incentives, and owner consent requirements for designations of some properties. A local task force has been convened to do more major revamping of Aspen's designation criteria. Aspen's experience underscores the fact that education, outreach, and solid scholarship—foundational elements for any preservation program—are even more critical when a local preservation program begins to expand beyond the boundaries of what the community traditionally (but perhaps inaccurately) considered “historic.”

More detailed study of communities without the 50-year age guideline would serve to inform development of preservation policy regarding resources from the

recent past in a number of ways. Important questions to explore include what kinds of obstacles local historic preservation commissions and staff encounter from an administrative, historical, and public relations point of view when there is no recommended or mandatory waiting period for examination of a resource. It would also be worthwhile to investigate whether the relaxed age guidelines have been useful in saving or preserving recent past resources, and how designation of more-recent resources affected public perceptions of preservation. A compilation of best practices now being used by communities to review and evaluate, designate, and manage traditionally “underage” historic resources would help pave the way for other communities to consider similar relaxation or removal of age criteria from their historic preservation program.

THE NEXT 50 YEARS

Questioning the validity of the 50-year criterion is a critical expansion in our conceptualization of significance and the cultural value of preservation, marking a desire to preserve a continuity of resources that link us to a time we no longer relate to.¹³ Reexamining an evaluation standard that is so philosophically and practically influential is challenging, and must include an understanding of the functional, conceptual, and historic context of the standard, as well as a weighing of the potential benefits and detriments of change. Yet there exists no better opportunity to undertake these efforts.

We must move forward, confident in the wisdom that we have much more to gain from employing a spirit of inclusiveness in preservation than we may lose in confronting controversy. Almost 50 years

after the institution of the National Historic Preservation Act, preservation finds itself repeatedly grappling with overly restrictive regulations that effectively hinder historic preservation of significant American properties. It is our responsibility, as the stewards of historic resources, to re-assess the purpose of this restriction and discuss practical modifications that are needed to ensure higher efficacy and wiser implementation of preservation standards throughout the country. **FJ**

ELAINE STILES is a program officer for the National Trust's Western Office.

- 1 National Register of Historic Places, *How to Apply the National Register Criteria for Evaluation*; available from www.nps.gov/nr/publications/bulletins/nrb15/; accessed 4/2010.
- 2 Marcella Sherfy and W. Ray Luce, *Guidelines for Evaluating and Nominating Properties that Have Achieved Significance Within the Past 50 Years*; available from www.nps.gov/nr/publications/bulletins/nrb22/; accessed 4/2010.
- 3 John H. Sprinkle, Jr., “‘Of Exceptional Importance’: The Origins of the ‘Fifty-Year Rule’ in Historic Preservation,” *The Public Historian* 29, No. 2 (Spring 2007):82.
- 4 *Ibid.*, 83-84.
- 5 *Ibid.*, 87 and footnote 15.
- 6 *Ibid.*, 84.
- 7 *Ibid.*, 87.
- 8 *Ibid.*, 99.
- 9 *Ibid.*, 83.
- 10 Richard Longstreth, “When the Present Becomes the Past,” *Past Meets Future: Saving America’s Historic Environments*, Antoinette J. Lee, ed. (Washington, DC: The Preservation Press, 1992):249; and Richard Longstreth, “The Significance of the Recent Past,” *Cultural Resource Management*, 16, No. 6 (1993):5.
- 11 Sprinkle, *Of Exceptional Importance*, 102; and Carol D. Shull and Beth L. Savage, “From the Glass House to Stonewall: National Register Recognition of the Recent Past,” *Preserving the Recent Past 2*, Deborah Slaton and William G. Foulks, eds. (Washington, DC: Historic Preservation Education Foundation, National Park Service, Association for Preservation Technology International, 2000):1.
- 12 This is not a comprehensive or complete list of communities with relaxed or no age criteria for designation of historic properties. Undoubtedly more exist; this list was compiled based on easily available information in preservation-related publications, secondary source materials, program interactions, and announcements of landmark designations.
- 13 Longstreth, “Significance of the Recent Past,” 5.

Coming to Terms with the Sixties

ALAN HESS

The most unsettling specters of 1960s architecture for preservationists are those twin horsemen of the Apocalypse: urban renewal and suburbia.

The former decimated the traditional urban centers we now revere; the latter replaced them with an alternate universe of shopping malls, housing tracts, freeways, and business parks that historic preservation still does not fully understand or embrace.

This ambivalence is understandable. Countless historic preservation organizations owe their births to struggles defending charming Victorian neighborhoods in the 1960s from a new civic center, arts complex, or shopping center by a 1960s Corporate Modernist architect. Why should the same blood, sweat, and tears be devoted to defending those interlopers today? Still, if one purpose of historic preservation is to encourage diversity and a respect for historic patterns before new development, we must now face the 1960s.

Of course, certain individual designs from the 1960s are easy for preservationists to embrace, such as Eero Saarinen's 1962 TWA terminal at JFK Airport, Louis Kahn's 1965 Salk Institute in La Jolla, Calif., and John Lautner's 1968 Arthur Elrod House in Palm Springs, Calif. It is easy to advocate for buildings by major

architects that have been part of the modernist narrative in the history books since the client first turned the key in the front door lock. We've grown accustomed to their facades.

The 1960s, however, present other buildings that some preservationists find challenging to square with traditional views of historic significance. There is something disquieting about facing this era's suburban development, its tense disputes about the direction of modernism, and the enormous increase in the scale of almost everything.

The 1960s marked a turning point in architecture and city planning that alters the role of historic structures in a livable

THERE IS SOMETHING DISQUIETING about facing this era's suburban development, its tense disputes about the direction of modernism, and the enormous increase in the scale of almost everything.

city today. Certainly these changes began before the 1960s, but they culminated in the 1960s on a wave of unprecedented economic and urban growth, shifting social attitudes, the maturing of modernism, the increasing sophistication of commercialism, the reorganization of corporate architecture firms, and the self-assurance of suburbia. Housing tracts had been counted in the dozens; now mass production created subdivision houses by the hundreds and thousands. Prototypes became a standard in commercial

architecture, creating a new nationalized landscape. More pointedly, the 1960s marked the emergence of historic preservation as a force in urban politics, economics, and planning. Examples of adaptive use—such as San Francisco’s Ghirardelli Square (Wurster Bernardi & Emmons and landscape architect Lawrence Halprin) which turned a blue-collar factory into a tourism venue—helped launch an ongoing architectural, preservation, and urban trend in 1962.¹

Even today, these phenomena are still unsettling to many. In many respects they introduced the world we live in today. We are still grappling with their consequences, and we are still not certain how we got here.

THE MATURING OF MODERNISM

Consider one complicating aspect of the 1960s: the maturing of modernism. No longer the unruly upstart *avant garde* of the 1920s, modernism had become the official style of major corporations, major cultural institutions, and major architecture schools. But even as the self-assured International Style became entrenched in the establishment, cracks appeared in the

Lloyd Wright on the eve of the new decade, but reinvigorated by the inauguration of Lucio Costa and Oscar Niemeyer’s Brasilia in 1960) still presented a richer, more expressive set of forms, textures, and concepts rooted in nature rather than the machine. Meanwhile the dominant corporate architecture firms offered their own, often controversial, Corporate Modern solutions that drew on formalism and a softer ornamental sense. On the horizon rose post-modernism, and the early careers of Robert Venturi, Denise Scott Brown, Charles Moore, Frank Gehry, Robert Stern, Richard Meier, and other major American architects of the late 20th century.

This tumult leaves today’s cities with something to offend nearly everyone, especially proponents of International Style minimalism. Yet current taste cannot be the measure of architectural significance. There is no Darwinian proof legitimizing what “survived” the cycles of fashion and rejecting what did not. If anything, history shows us that concepts and styles rejected by one period will almost inevitably be embraced later by another. The critic in

1993, taking square aim on the 1960s, who bemoaned that “eighty percent of everything ever

built in America has been built in the last fifty years, and most of it is depressing, brutal, ugly, unhealthy and spiritually degrading” is not to be taken at face value.

For example, the reputations of Neo-Formalists Edward Durell Stone and Minoru Yamasaki were as prominent as Eero Saarinen or Skidmore Owings & Merrill in the 1960s, yet they have declined in the intervening decades. Brutalism (or *beton brut*) likewise has fallen

IF ANYTHING, history shows us that concepts and styles rejected by one period will almost inevitably be embraced later by another.

foundation of modernism, especially in the United States. Many architects were no longer satisfied to repeat the canonical motifs of flat roofs, glass walls, and exposed structure. This gave rise to an assortment of solutions: Brutalism offered a raw, muscular, masculine variation; neo-formalism tempered the abstraction of modernism by re-integrating ornamentation and historicist symmetries; organic architecture (shaken by the death of Frank



Left: Edward Durrell Stone's 1959 Stanford Hospital, in Palo Alto, Calif., features a series of courtyards landscaped by Thomas Church that thread light, air, and nature through the concrete building. Stanford University is ready to demolish the complex.

Right: The University of California, Irvine's humanities buildings (1965, William Pereira Associates) feature sunscreen facades and float above the terraced topography. Similar original campus buildings received insensitive alterations in 2008.

PHOTOS BY ALAN HESS

by the wayside; though it took modernism's expression of structure and raw material to one logical extreme. *Beton brut* buildings are so starkly unambiguous that they attract controversy even today.

Already, several major buildings of the 1960s have been demolished or threatened because they are at odds with present fashion. Note the ease with which many architects and historians argued for defacing Stone's Huntington Hartford Gallery of Modern Art (1965) in New York. Today Stanford University is ready to demolish Stone's Stanford Hospital (1959) in Palo Alto, along with its gardens by Thomas Church. The Brutalist icon Boston City Hall (1969) by Kallmann McKinnell & Knowles sustains attack regularly. I. M. Pei's Brutalist Third Church of Christ, Scientist (1971) in Washington, D.C., gains headlines today as an "ugly" building that does not warrant preservation. Mario Ciampi's Berkeley Art Museum (1970) has withstood earthquakes and critical venom to remain standing, so far.

The very term Brutalism has become so toxic and imprecise that buildings

labeled as such, even mistakenly, are easy fodder for alteration: A campus historian misinterpreted the original design of the University of California, Irvine (1965), by William Pereira Associates, as Brutalist simply because the buildings are concrete. Their weightless volumes floating above a natural landscape, and their smooth, sculpted surfaces, however, have little to do with the weighty, rugged architecture of Brutalism. Yet insensitive alterations in 2008 destroyed the climate-responsive pre-cast concrete sunscreens of UCI's Steinhaus Hall, turning a vivid 1960s building into a bland 2008 building.

Clearly, accurate historical analysis is essential as we approach the 1960s.

THE RISE AND SPREAD OF CORPORATE MODERN

Beyond this clash of styles and taste, another nettlesome issue raised by 1960s architecture is the prominent role of large corporate architecture firms. Are their massive complexes to be considered serious architecture, or can they be dismissed as a commercial product churned out by an assembly line approach?

By the 1960s, many architecture offices had reorganized themselves to meet the needs of rapidly expanding rosters of private and public clients. Corporations in new industries such as aerospace and electronics needed new campuses of great complexity (such as TRW's Space Park Campus by A. C. Martin, 1960, in Redondo Beach, Calif.); major universities built entire new campuses (including University of California, Irvine, and University of California, Santa Cruz); cities and states built new civic centers to match expanding bureaucracies and cultural aspirations; new regional shopping centers grew in size; the recreation, sports, and entertainment industries (including Disneyland) demanded new facilities. "Total Design," as the nation's largest architecture firm in the early 1960s, Welton Becket and Associates, described its approach, included the ability to offer unified planning, architectural and interior design, engineering, construction supervision, and landscaping services for large-scale, multi-year, multi-phase projects that might include research and manufacturing facilities, offices, auditoriums, and residences.

Because of the efficiently organized, production line methods used by Corporate Modern firms, the high-rise offices, educational campuses, and manufacturing complexes they designed often used repetitive features spread over acres of property that sometimes tended toward bureaucratic monotony—characteristics that shade our opinions today. But poor examples should not cause us to ignore the many truly distinctive and creative contributions of large firms. Certainly for the purpose of historic preservation, Corporate Modern buildings accurately reflect many of the economic, cultural, and popular trends of their times.

Let us consider one example of Corporate Modern design to examine how this controversial 1960s phenomenon might be analyzed. Among Los Angeles-based Welton Becket Associates' wide array of projects—some more successful than others—the Los Angeles Music Center (1964) sums up the office's approach to aesthetics, urban planning, and unified "Total Design." With the Los Angeles County Museum of Art (LACMA, 1964) by William Pereira Associates, the Music Center is one of the great trophies of that city's cultural aspirations in the 1960s, and so is worth our attention today.

Both are large complexes incorporating several buildings carefully arranged at prominent locations. The space between the buildings is as important as the architecture itself, incorporating fountains, terraces, and plantings. The pride and prominence of these complexes made them easy targets for criticism as over-scaled, ornamentalist, anti-urban, and even vulgar. As products of large commer-



The curving sides of the Dorothy Chandler Pavilion of the Music Center, Los Angeles, Calif. (1964, Welton Becket Associates) give energy and movement to what would otherwise be a static facade. Curving forms are picked up by Frank Gehry's Walt Disney Hall (2004), across the street (foreground).

PHOTO BY ALAN HESS

cial firms, they were often dismissed by high-art critics. Despite their significance, both have been endangered (as is LACMA currently) by the overt bias against 1960s and Corporate Modern architecture.

Yet an analysis of the Music Center in the light of its times suggests another view of its architecture and planning. Set on the top of Bunker Hill, the complex's grand dimensions and neo-formalist symmetries must be read at the scale of the entire downtown, and as reflecting the confidence of the entire city. Nonetheless, choices of materials, details, and graphics also relate the buildings to human scale: The concrete-aggregate-clad structural columns are energized by an elastic taper, and their weight is visually lightened by the small aluminum footings on which they stand, *en pointe*. The sides of the Dorothy Chandler Pavilion curve outward, giving energy and movement to what otherwise would be static symmetry; Frank Gehry acknowledged the power of these forms in the sweeping arcs of Disney Hall (2004) across the street.

There is no question that the Music Center is a design from an era when new cultural complexes and sports stadiums redefined downtowns for a confident new age. It looks unabashedly to the future. Like many other 1960s Corporate Modern buildings, it is an unambiguous reminder of what we once firmly believed.

SUBURBIA AND PLANNED COMMUNITIES

The question of style must always be a part of the conversation about architecture and preservation. But even more confounding than currently unpopular

styles are the broader issues of 1960s urban planning and urban design.

None is more controversial than the issue of suburbanization. Today its negative aspects are highlighted under the rubric “sprawl,” while suburbia’s progressive roots are forgotten. An odd dearth of useful scholarship (until fairly recently) compels us to operate on myths, instead of facts, about suburbia.

Many aspects of suburbia rub the sensibilities of 2010 the wrong way: Its reliance on commercially mass-produced housing tracts; on the automobile and its

AN ODD DEARTH of useful scholarship (until fairly recently) compels us to operate on myths, instead of facts, about suburbia.

freeways, parking lots, and cul de sacs; on regional shopping malls that suck the life out of Main Streets and downtowns. This distaste allows us to paint a one-dimensional picture of the 1960s.

Far from being static, suburbia’s design advanced continually in response to the desires of millions of center-city residents for neighborhoods that were green, spacious, and accessible, not congested, polluted, and crime-ridden. Above all, suburbia was *new*. The arrangement of its buildings and the style of its architecture looked different than traditional cities. Its new building types included regional shopping malls, jetports, freeways, and mass-produced housing tracts, and its new urban forms included business parks and commercial strips. All of these had precedents that had been evolving for decades, but the prosperity of the 1960s brought them to a new scale and prominence.

One of the greatest myths about suburbia is that it was unplanned, respond-



Edgewood Plaza Shopping Center, in Palo Alto, Calif., (1954-1958, Jones & Emmons) is one key element of a unified pedestrian-oriented, suburban design integrating shopping, offices, and houses. This pattern was more common in suburbia than we presently acknowledge.

PHOTO BY ALAN HESS

ing to short-term commercial profit rather than rational planning. Suburbia's remarkable unfurling horizontality, its bright populism, and its commercial vitality look like nothing so much as chaos to eyes trained to appreciate the traditional center city. Yet in population, area, and innovative urban concepts, the growth of decentralized suburban metropolises was the United States' most significant urbanist trend in the mid-20th century.

Suburbia's new conceptions of the city and architecture mean that historic preservation must seek new ways of evaluating its significance. With recent scholarship by Robert Bruegmann, Grady Gammage Jr., Greg Hise, Richard Longstreth, the Los Angeles Planning Department's SurveyLA, Merry Ownick, Hal Rothman, D. J. Waldie, Gwendolyn Wright, the current author, and others (not to mention earlier cries in the wilderness by J. B. Jackson, Denise Scott Brown, Robert Venturi, and Steven Izenour), we are beginning to understand the patterns and logic in the buildings, styles, and plans of the 1960s.² Will historic preservationists learn from this history?

Some suburban architecture can still be evaluated by the established criteria of

identifying the first, or the most influential, examples of a type. But another argument must also be made beyond historicity: Historic suburban buildings are part of a broader urban fabric that reflects strong and logical intentions. Just as the preservation of key urban anchors such as New York's 1913 Grand Central Station and Century City's 1966 Century Plaza Hotel (in Los Angeles) also strengthens their surrounding urban fabric, the preservation of a 1960s suburban shopping center may help save a neighborhood.

The Edgewood Plaza shopping center (1954-1958) in Palo Alto, Calif., by Jones and Emmons for developer Joseph Eichler, is one such example. As a historic artifact, its existence undermines the myth that post-war suburbia was an unplanned commercial product of one-dimensional bedroom communities. The planning concept that included the shopping center demonstrates how 1950s suburban design could unite housing, shopping, and employment in a livable, pedestrian-scaled neighborhood.

Built in a modern wood post-and-beam style, Edgewood Plaza includes a market and shops, gas station, and office building adjacent to a housing tract. This pattern of suburban development was repeated more times than we now generally credit. At the time of this writing, Edgewood Plaza's future is still unresolved. Its preservation would ensure the survival of a valuable historic document, as well as a workable design for suburban life today.

Edgewood Plaza's concept is only one small example of how suburbia was planned. The 1960s also saw an emerging trend of sophisticated master-planned communities. The small-scale experiments in suburban theory at Radburn, N.J., and the Greenbelt cities in the 1920s

and 1930s came to fruition first in the large-scale mass-produced housing tracts in Panorama City and Lakewood in California, and the Levittowns on the East Coast in the 1950s; these in turn evolved into increasingly multi-faceted master-planned communities in the 1960s at Irvine, Calif.; Reston, Va.; and Columbia, Md.

They set standards nationally by integrating housing, shopping centers, libraries, schools, greenbelts, and other amenities into a large, complete, well-researched, socially sophisticated, and well-detailed community design.

The 1960s also applied master planning concepts to a new kind of suburban-urban downtown, typified by Century City (1965) in Los Angeles. Built on the former back lot of Twentieth Century Fox studios, it created a car-oriented, high-density high-rise office, apartment, hotel, shopping, and cultural center by organizing the elements of a traditional downtown into a very different form. The Las Vegas Strip, which also achieved

a sophisticated linear urban form and complementary architecture in the 1960s, is another example of *de facto* planning based on the forces of the entertainment economy, the auto, and suburban commercial strips.

GOOD MASTER-PLANNED COMMUNITIES represent a careful balance of housing, services, employment, and parks; can one element be removed thoughtlessly without upsetting that equilibrium?

These influential projects remain a lightning rod for criticism, in some quarters, of the entire demographic shift to suburbia. Yet they are an undeniable part of urbanism and architecture in the 1960s. Now mature, they face destruction by a thousand small cuts. Good master-planned communities represent a careful balance of housing, services, employment, and parks; can one element be removed thoughtlessly without upsetting that equilibrium? The recent agreement to save the Century Plaza Hotel in Los Angeles, a keystone to the entire Century City plan, represents one step in the right direction. Historic preservation



Begun in 1965, Irvine, Calif., is one of the largest master-planned communities in the United States, with parks, lakes, houses, and shopping centers all designed into a unified plan. Modern architecture was central to the original concept.

PHOTO BY ALAN HESS



Century City (1965) in Los Angeles typified a new kind of suburban-urban downtown. Built on the former back lot of Twentieth Century Fox studios, it created a car-oriented, high-density high-rise office, apartment, hotel, shopping, and cultural center by organizing the elements of a traditional downtown into a very different form.

PHOTO COURTESY OF SECURITY PACIFIC NATIONAL BANK COLLECTION/LOS ANGELES PUBLIC LIBRARY

faces the challenge of preserving not only individual buildings but entire large-scale urban concepts.

COMING TO TERMS WITH THE SIXTIES

No matter how widely held today, the opinion that architecture since 1945 is “depressing, brutal, ugly, unhealthy and spiritually degrading” can hardly be supported by the facts. The 1960s were a period of expansion, confidence, invention, and prosperity akin to the boom years after the Civil War and World War I. No matter how different the 1960s are from the 2010s, 1960s architecture mirrored its society well. Indeed, the era’s self-assurance gives its buildings the clarity and vividness that make them targets for controversy today.

We have not yet come to terms fully with our suburban history. It is still shrouded in conventional wisdom and myth: suburbia as a place of soulless anomie, unplanned automobile wastelands, little boxes made of ticky-tacky. We need

to base our opinions instead on solid documentation and clear-eyed analysis about the forces, concepts, and patterns that shaped it. We need to find new ways to think about the suburban metropolis that are more in keeping with what was actually built, rather than preconceived assumptions.

Preservationists must continue to defend individual masterpieces of design, but must also expand their concerns to include large-scale campuses, and large-scale patterns of organization for shopping, housing, employment, or recreation—in short, the complexity of the suburban metropolis. By recognizing these patterns, historic preservation becomes a valuable part of the ongoing process of change by which cities live and evolve. FJ

ALAN HESS is an architect, historian, and architecture critic for the *San Jose Mercury News*. His books include *The Ranch House*, *Google: Ultra-modern Roadside Architecture*, *The Architecture of John Lautner*, *Oscar Niemeyer Houses*, and *Forgotten Modern*.

- 1 James Howard Kunstler, *The Geography of Nowhere* (New York: Touchstone), 1993, p 10.
- 2 See Robert Bruegmann, *Sprawl: A Compact History* (Chicago: The University of Chicago Press), 2005; Grady Gammage Jr., *Phoenix in Perspective: Reflections on Developing the Desert* (Tempe: Arizona State University), 1999; Alan Hess, *The Ranch House* (New York: Harry Abrams, Inc.), 2004; Greg Hise, *Magnetic Los Angeles: Planning the Twentieth Century Metropolis* (Baltimore: The Johns Hopkins University Press), 1997; J. B. Jackson, *Landscapes: Selected Writings of J. B. Jackson* (Amherst: The University of Massachusetts Press), 1970; Richard Longstreth, *City Center to Regional Mall: Architecture, the Automobile, and Retailing in Los Angeles, 1920-1950* (Cambridge: MIT Press), 1997, and *The Drive-In, the Supermarket, and the Transformation of Commercial Space in Los Angeles, 1914-1941* (Cambridge: MIT Press), 1999; Los Angeles Planning Department, *SurveyLA* (to be published in 2013); Merry Ovnick, *Los Angeles: The End of the Rainbow* (Los Angeles: Balcony Press), 1994; Hal Rothman, *Neon Metropolis* (New York, Routledge), 2002; Robert Venturi, Denise Scott Brown and Steven Izenour, *Learning from Las Vegas* (Cambridge, MA: The MIT Press), 1972; D. J. Waldie, *Holy Land: A Suburban Memoir* (New York: W. W. Norton and Co.), 1996; Gwendolyn Wright, *USA: Modern Architectures in History* (London: Reaktion Books), 2008.

Forum

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ON THE COVER: Saint John's Abbey Church,
Collegetown, Minn., designed by Marcel Breuer in 1961.

PHOTO BY CHRISTINE MADRID FRENCH





city-wide preservation master plan
period of significance

July 28, 2015



presentation

- preservation master plan
- 50 year guideline now
- demolition review process
- pros/cons
- fixed date
- options
- recommendation



preservation master plan



Open House, March 2015

Voluntary
Incentive Based
City-wide, 20 year plan
Public benefit



50 year guideline, now



740 Front, 1904, Landmark Ceremony, May 2015



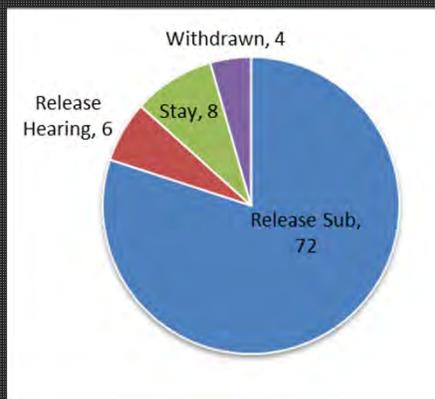
50 year guideline, now



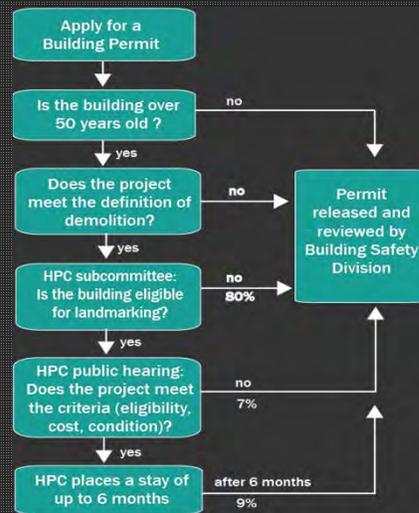
Empire Sign, 1952, 816 Main Street



demolition review



Demolition Reviews, October 2012 to June 2015



pros of a fixed date

- Long term: prevent an increase in properties eligible for demolition review
- Fewer City resources over time to be allocated to historic preservation
- Limits the amount of public review on private property.
- Brand Louisville to mining and agricultural history
- Opportunity to create a clear standard for what is historic
- Alleviate current concern of preserving post-1970s subdivisions
- Reduces concern of property owners being subject to more requirements



Wecker Farm, ca. 1880



cons of a fixed date

- Prevents the City from documenting its evolving history
- Limits the number of buildings eligible to be landmarked
- Properties constructed after the fixed date would not be eligible for demolition review and they could lose their architectural integrity
- Could suggest that recent history is not important



Bella Vista Neighborhood



cons of a fixed date

- Eliminates the possibility of landmark status for properties whose owners may be interested in pursuing that opportunity
- Potential to take away a property owner's ability to voluntarily landmark their structure, limiting their property rights



1245 Grant, Landmarking Ceremony, May 2015



936 Parkview, Demolition Public Notice, June 2015



cons of a fixed date

- Properties that are not able to be locally landmarked would have to prove state or national significance in order to be eligible for tax credits
- The Preservation Program could lose its reputation as a proactive, incentive-based program at the county, state and national level
- The Preservation Program would be out of sync with the state and national preservation standard



National Park Service 2014 Annual Report



cons of a fixed date

- Creates an assessment of eligibility that does not consider significance and integrity
- The preservation best practice is to use a “period of significance” for an individual building or historic district, not a whole city
- Properties on either side of the fixed date and otherwise equally eligible for landmarking would be treated differently, leading to inequitable treatment



cons of a fixed date

- Excludes protection and recognition of iconic Louisville resources (Steinbaugh Pavilion and Lucky Pie/Sweet Cow)
- Could be interpreted as inconsistent with the Comprehensive Plan (historic character, sense of place, unique environments)



Steinbaugh Pavillion, July 2015



fixed date - 1955



Fabrizio House, 1954, 557 Jefferson Avenue



fixed date - 1978



Louisville Centennial Parade, 1978



fixed date - 1985



Community Workshop, April 2015



options

1. Fixed date city-wide for both landmark eligibility and demolition review
2. Fixed date city-wide for demolition review / Keep 50 years for voluntary landmark eligibility
3. Keep 50 years for landmark eligibility and demolition review
4. Establish some other period of significance, more or less than 50 years, for landmark eligibility and demolition review



hpc recommendation

HPC reviewed and discussed the pros/cons of establishing a fixed date on June 15, 2015. The Historic Preservation Commission voted to keep the existing 50 years for landmark eligibility and demolition review. Commissioners felt that there was no problem with the existing 50 years as a place to start and that it is important to retain the national standard.



recommendation

Based on the HPC's recommendation and on staff's assessment of the pros and cons, staff recommends the City Council endorse the existing progressive 50 year date (option 3) for the City of Louisville. Staff recognizes the need to streamline and restructure the demolition review process to address the concerns outlined above and will be proposing changes in the near future.



SUBJECT: DISCUSSION/DIRECTION/ACTION – LEASE PROPOSALS FOR CITY OWNED LAND AT 1600 EMPIRE ROAD, THE CURRENT CITY SHOPS FACILITY

DATE: JULY 28, 2015

FROM: AARON DEJONG, ECONOMIC DEVELOPMENT

SUMMARY:

City Operations and Parks staff will be transitioning to the new City Services Facility in August/September, leaving the City's current Shops facility on Empire Road. Staff released a Request for Proposals to solicit parties interested in leasing the facility.

Staff would like direction from Council regarding the proposals received from Human Movement Management and RCL Land Company.

BACKGROUND:

After vacating and cleaning the facility, the current City Services (Shops) Building will be vacant in the Fall 2015. The property has 4 structures; a 15,300 square foot operations building; 2,100 sf maintenance building, 1,000 sf storage building, and 6,300 sf vehicle storage structure on an available 5.55 acres of land.

The property includes a 100 foot wide strip that goes from the Shops property, behind Empire Storage and Louisville Glass, and terminates at Highway 42 at the RV sewer dump location. It is currently used as material storage, but those functions will be moving to the new CTC location.



With City Council interested in potentially leasing the facility for non-City use, staff released an RFP on May 28, 2015 to garner interest from potential tenants. The RFP was posted on the City's website as well as the Xceligent commercial property database, a service used by most industrial and commercial real estate brokers in the region. Proposals were due June 25, 2015. The RFP is attached.

DISCUSSION:

The following is a summary of each proposal.

Human Movement Management (HMM)

This Louisville-based event company is looking for a new location for their operations. HMM was founded by Jeff Suffolk, a Louisville resident, and is now majority owned by Powdr Corporation, a major North American ski company. Their current location at 1111 South Street is being redeveloped by the owner into a retail parcel along Highway 42. The company has grown to 75 employees and is in a position now to have a long-term view for the operation and is looking for a bigger location.

Their proposal is to renovate the main building for offices, workshop, and storage functions. The Company would also like to create a 'community' space in the eastern portion of the building for employee classes and community events. Their concept is to make the space available for inspirational talks and fundraising events.

HMM's larger vision for the property includes a future space for larger community events and potentially retail on the northern portion of the parcel (where a brown storage building originally built on Main Street is located).

HMM estimates renovation costs, paid for by HMM, to be \$500,000 to \$1,000,000. The Company's proposed lease rate is \$8 per square foot for years 1-5 and \$10 per square foot for years 6-15. HMM also proposes two 5-year extensions beyond the 15 year lease. That translates to \$139,200 per year for years 1-5 and \$174,000 per year for years 6-15. Lease rates are still subject to negotiation.

RCL Land Company

RCL owns and operates Louisville Boat/RV at 2101 Highway 42. RCL is owned by Rob Lathrop, a Louisville resident and a member of the Louisville Revitalization Commission. RCL would like to relocate and expand Louisville Boat/RV to a portion of the property.

RCL wants to occupy the 100 foot wide portion of the property that runs behind Louisville Glass and Empire Storage, as well as an approximately 180 foot x 180 foot portion of the north section of the parcel. They would improve the dirt portions of the land to a gravel road base, fence the north property line with 7 foot cedar fencing, and chain-link the remaining boundaries for security purposes. The proposal requires a right-in, right-out access onto Highway 42 through the RV dump station.

The proposed rent is:

Year 1	\$14,400
Year 2	\$30,000
Year 3-18	\$30,900 plus 3% increase per year

RCL is requesting the brown storage building and all stored materials be removed from the leased area.

Overlapping Property

Each proposal is seeking the northern part of the main property. HMM wants it for room for outdoor storage growth and for a future community space for events. RCL wants the area for having the area to allow for enough room to relocate their current customers from the Highway 42 location.

HMM would like the brown storage building to remain, whereas RCL would like the building removed for their operations.

FISCAL IMPACT:

HMM's proposal is \$139,200 per year for years 1-5 and \$174,000 per year for years 6-15.

RCL is proposing \$14,400 in Year 1, \$30,000 in Year 2, and then an annual 3% increase for the remaining term of the lease.

Staff recommends dividing lease revenue equally into each of the funds paying for the new City Services Facility. Those funds include the Capital Projects Fund, Water Utility Fund, Wastewater Utility Fund, and Conservation Trust Fund.

RECOMMENDATION:

Based on the significantly higher lease revenue and HMM's proposed investment in the structure, but also on the possibility that City staff could facilitate a resolution to HMM's and RCL's overlapping interests in a way that enables both companies to occupy the site, staff asks Council to adopt a motion:

1. Authorizing staff to negotiate with Human Movement Management (HMM) a 5-year lease agreement for the City Shops building at 1600 Empire Road and as determined acceptable by the City Manager other immediately adjacent City property north and west of the City Shops building, with up to two 5-year lease extensions conditioned on satisfactory performance of all lease terms and on adjustments to maintain a market lease rate, starting at least at the annual lease rates in HMM's proposal, and further conditioned on HMM investing at least \$500,000 in building improvements within the first year of the lease; and further,

SUBJECT: DISCUSSION/DIRECTION/ACTION – LEASING 1600 EMPIRE ROAD

DATE: JULY 28, 2015

PAGE 4 OF 4

2. Authorizing staff to negotiate with RCL Land Company Proposal (RCL) a 5-year lease agreement for the strip of City land west of the City Shops building at 1600 Empire Road and, as determined acceptable by the City Manager, other immediately adjacent City property north and west of the City Shops building, with up to two 5-year extensions conditioned on satisfactory performance of all lease terms and adjustments to maintain a market lease rate, and starting at least at the annual lease rates in RCL's proposal.

ATTACHMENTS:

1. Staff Presentation
2. City Shops RFP
3. Human Movement Management Proposal
4. RCL Land Company Proposal

Lease Proposals for 1600 Empire Road Current City Shops Building

Aaron DeJong
Economic Development
July 28, 2015

Background

- City Operations out of the building in Fall 2015
- Council interested in leasing the property
- RFP in June 2015
 - Website
 - Xceligent



Property



- 4 structures;
 - a 15,300 square foot operations building;
 - 2,100 sf maintenance building,
 - 1,000 sf storage building, and
 - 6,300 sf vehicle storage structure on an available
 - 5.55 acres of land.
- 100 foot wide strip for outdoor storage

Human Movement Management



- Louisville-based event company
- Current location is being redeveloped
- Currently 75 employees

Proposal

- Renovate main building
 - Offices, workshop, storage functions

Human Movement Management



- Create a 'community' space for events/speeches
- Future space for larger community events on the northern portion
- Renovation costs of \$500k - \$1 million
- 15 year lease
 - \$8 psf first 5 years, \$10 psf years 6-15
 - Still under negotiations

RCL Land Company



- Louisville Boat/RV storage on Highway 42
- Relocate and expand operations
- Occupy the 100 foot strip and northern portion of main property
- Improve area with road base and fencing
 - Need access onto Highway 42
- 18-year lease
 - Year 1, \$14,400,
 - Year 2, \$30,000,
 - 3% increase per year for remaining term

Overlapping Property



- Northern portion of property
- HMM
 - future event space
- RCL
 - RV storage



Recommendation



- Direction from Council to move forward with a lease with Human Movement Management
- Should there remain the potential to facilitate RCL Land Company on the site, negotiate a lease with RCL Land Company.

REQUEST FOR PROPOSALS

Leasing the Former City Services Facility
1600 Empire Road
Louisville, Colorado 80027

SUMMARY

The City of Louisville, Colorado is seeking proposals from interested parties to lease all or a portion of the City's former City Services Facility located at 1600 Empire Road in Louisville.

Proposals are due June 25, 2015 at 5pm in Louisville City Hall, 749 Main Street or by email to aarond@louisvilleco.gov.

THE PROPERTY

The former City Services Facility at 1555 Empire Road has 4 structures; a 15,300 square foot operations building; 2,100 sf maintenance building, 1,000 sf storage building, and 6,300 sf vehicle storage structure on an available 5.55 acres of land.

The 15,300 sf operations building has:

- ≠ 12 offices
- ≠ Breakroom
- ≠ Men's and Women's restroom and shower facilities
- ≠ 1 dock level door
- ≠ 15 drive-in overhead doors
- ≠ 5 mechanics bays with one maintenance pit and 12,000 pound lift
- ≠ Mezzanine storage

The 6,300 vehicle storage structure is covered and open on one side.

The 2,100 sf maintenance building has:

- ≠ One overhead door
- ≠ Restroom

The 1,000 sf unheated storage building has one overhead door.

Parcel #2 is a 700' x 110' area with access to Empire Road.

Asking lease rate is \$10 psf NNN.

Property will be available for lease approximately December 1, 2015.

SUBMITTAL REQUIREMENTS

Interested parties are invited to submit proposals for all or portions of the Property for consideration.

The proposal must include responses to the following:

- The name, address, phone, and email address of proposer.
- Description of the Business.
- The projected use(s) for the buildings.
- Needs for modifying the buildings or property for the desired use
 - Estimated costs to make the modifications
- Is this an expansion or a relocation of the business?
- What is the number of employees at move-in?
- What is the projected number of employees within the first 5 years of operation?
- What is the annual payroll at move-in? At 5 years after move-in?
- What is the average job salary per year?
- Will there be retail sales generated from the project? If yes, what is the annual retail sales estimate?
- What are the projected use of the land immediately surrounding the building?
- Needs for outdoor storage.
- Proposed Lease Rate and Term.
- Proposed portion of the Property.
- Proposed date to occupy the site.

1 hard copy and an electronic copy (pdf) of each proposal must be submitted to be considered.

SITE VISITS

Site visits can occur after 3pm on weekdays by appointment. Contact Aaron DeJong to schedule a visit.

EVALUATION CRITERIA

Proposals will be evaluated by the City Manager and Economic Development Director. A recommendation will be made to the City Council as to which proposal will enter lease negotiations. Proposals will be evaluated using the following criteria. This is not an exhaustive list, but a general indication of the main benefits desired from the project.

- ≠ Lease Rate and term offered for the property.
- ≠ Level of investment to improve the property.
- ≠ Financial benefits of the project to the City (i.e. increased tax revenue)

TIMELINE

The City of Louisville will receive proposals in response to this Request For Proposals (RFP) until 3:00 PM Mountain Daylight Time, “our clock,” on **Thursday, June 25, 2015**. Proposals received after that time will not be reviewed. Proposals must be submitted in a sealed envelope plainly marked with the project name “1600 Empire Road Lease Proposal” and be addressed to Aaron DeJong.

The City will be in contact with interested parties for follow-up questions and comments regarding the proposal. The Louisville City Council will direct staff on the Council's desired proposal, and then the parties will enter into lease negotiations.

PROPERTY CONTACT

We welcome your questions; please start with the contact below:

Aaron M. DeJong
Economic Development Director
AaronD@LouisvilleCO.gov
749 Main Street
Louisville, CO 80027
303-335-4531

Resources are available on the city's website, under Requests for Proposal on the Home Page (www.louisvilleco.gov),

Thank you. We look forward to reviewing your proposal.

TERMS AND CONDITIONS

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

- A. This request for proposals is not an offer to contract. The provisions in this RFP and any purchasing policies or procedures of the City are solely for the fiscal responsibility of the City, and confer no rights, duties or entitlements to any party submitting proposals. The City of Louisville reserves the right to reject any and all proposals, to consider alternatives, to waive any informalities and irregularities, and to re-solicit proposals.
- B. The City of Louisville reserves the right to conduct such investigations of and discussions with those who have submitted proposals or other entities as they deem necessary or appropriate to assist in the evaluation of any proposal or to secure maximum clarification and completeness of any proposal.
- C. The successful proposer shall be required to enter into a lease with the City in a form provided by and acceptable to the City.
- D. The City of Louisville assumes no responsibility for payment of any expenses incurred by any proponent as part of the RFP process.

Operations Building



South Façade



South Façade



Office



Breakroom



South Maintenance Area



Warehouse Area



Maintenance Office



Maintenance Area



North Façade



North Maintenance Area



Vehicle Storage Building



Unheated Storage Building



Maintenance Building



Outside Storage Area (Parcel #2)

HUMAN MOVEMENTMGMT®

REQUEST FOR PROPOSAL – LEASE CITY SERVICES FACILITY
PREPARED BY: JEFF SUFFOLK
COMPANY: HUMAN MOVEMENT MGMT
PHONE: 720.279.1115
EMAIL: jeff@humanmovement.com
DATE: 15th JULY



REQUEST FOR PROPOSAL RESPONSE BY HUMAN MOVEMENT, INC

LEASING THE FORMER CITY SERVICES FACILITY
1600 EMPIRE ROAD, LOUISVILLE, COLORADO

Proposer

Human Movement, Inc
1111 South Street, Louisville, CO 80027

Contact:

Jeff Suffolk, CEO
720.279.1115
jeff@humanmovement.com

HMM

www.humanmovement.com » 1111 South St. Louisville, CO 80027

HUMAN MOVEMENT MANAGEMENT, INC. OVERVIEW

Human Movement, Inc (HMM) is an active entertainment company founded in Louisville, Colorado in 2010 by Louisville residents, Jeff and Jill Suffolk.

The company is known for producing mass participatory events throughout North America that focuses on getting participants healthy via non-traditional running events, obstacle racing, traditional running, marathon, triathlon and other endurance events. HMM creates and produces large scale events such as the Dirty Girl Mud Run™, The Zombie Run™, The Ugly Sweater Run™, Rocky Mountain Triathlon, and The Denver Oktoberfest. As a local favorite, The Denver Oktoberfest attracts 390,000 attendees to downtown Denver over two weekends and was recently ranked in the Top Ten Cultural Attractions in Colorado by the Denver Business Journal.

Since it's inception, HMM has raised \$850,000 for local and national charity partners. These beneficiaries include Bright Pink, Save the Children, Kennedy Kreiger Institute, Adaptive Adventures, Toys for Tots, Grandview High School Booster Club, Centaurus High School, Louisville Elementary School, and more. In 2016, Human Movement is launching a high school internship program beginning with Monarch High School marketing classes.

Five years ago, HMM moved into the Alpine Lumber building on 1111 South Street, with two employees, a three month lease and a lot of big ideas. The company rapidly grew and was recently named to "Inc. Magazine's Fastest Growing 500 Private Companies in America" (#247, \$9.1mm) and Outside Magazine's 100 Top Places to Work (#19). In 2014, the Denver Business Journal awarded HMM the "Fastest Growing Colorado Company" and has been given an A+ accreditation by the BBB. Most recently, Jeff Suffolk was named in the "2015 Top 25 Most Influential Young Professionals" by ColoradoBiz Magazine. With 75 full time employees, and a continued growth trajectory, the company has been focused on finding a new headquarters based in Louisville.

HMM and it's employees shop, live and contribute in Louisville. For the past four years, HMM has hosted the free Louisville Thanksgiving Day Turkey Trot which raises money and non-perishable items for local food banks and shelters. For the last three years, HMM has produced the Louisville Movies in the Park for no other reason except that it's a value-add cool feature to have in town, and while other communities have to pay for such events, HMM also donates assets to many other local community events at no charge. HMM's CEO, Jeff Suffolk, is also a member of the Tri County Elks Lodge in Louisville and serves on their House Committee Board. HMM's Manager of Registration and Louisville native, Meagan Augustine, hosts the Louisville Labor Day Pie Contest, 16 years running.

In November 2014, HMM sold a majority of ownership to Powdr Corporation, one of the largest ski resort operators in North America. Powdr is an active entertainment company, headquartered in Park City, Utah. Powdr owns and operates nine mountain resorts (Copper Mountain Resort, Colorado; Killington Resort and Pico Mountain in Killington, Vermont; Mt. Bachelor in Bend, Oregon; Boreal Resort and Soda Springs Resort in Donner Summit, California; Snowbird Ski Resort near Salt Lake City, Utah; Las Vegas Ski & Snowboard Resort, Nevada; and Gorgoza Park in Park City, Utah); Woodward, world-class action sports camps and progression centers with four locations; Outside Television; and Powdr Enterprises, launched to activate and integrate the Powdr platform and build new, complementary businesses, partnerships and programming. As the event arm of this multi-faceted business, HMM's role is to connect active lifestyle consumers across all of their passion points, develop new proprietary events and create content across the platform with brand partners. With this transaction, Human Movement has plans to grow the employee base 100% to 150 employees over the next three years.

Needs for modifying the buildings or property for the desired use

The company is planning to renovate the proposed building to accommodate 50 work spaces, multiple conference rooms, multi-purpose recreation area and a fabrication workshop upon move in. By 2017, our intention is to have renovated approximately 100 work spaces. We will hire a designer, local architect, and local contractor to implement all renovations we see necessary to create a professional workplace. Our vision is an industrial looking work place with added windows for significant natural light and a modern twist.

Estimated costs to make the modifications

\$500,000.00 - \$1,000,000.00

Is this an expansion or a relocation of the business?

This move is considered both an expansion and a relocation of a business. HMM is growing its local workforce and needs to expand office space into a more accommodating space. The current business space at 1111 South Street in Louisville has been approved for redevelopment in May 2015 but also, no longer can accommodate us in both quality of facilities but also work space area.

What is the number of employees at move-in?

50 work spaces for full-time employees at time of move in.

What is the projected number of employees within the first 5 years of operation?

Estimated 150 W-2 Employees by 2017.

What is the annual payroll at move-in? At 5 years after move-in?

2015 Payroll - \$1,924,495
2020 Payroll Estimate - \$4,426,338

What is the average salary per year?

Full Time Employee - \$
Seasonal Employee - \$

Will there be retail sales generated from the project? If yes, what is the annual retail sales estimate?

The original intent of the business is only for corporate offices. If approved for sublease, we will be actively pursuing retail partners that fit our culture and mission to provide more animation to the office space. Potential partners include yoga/spin studios, bike repair/sales stores, running apparel/shoe. We do not have retail sales projections at this point.

What are the projected use of the land immediately surrounding the building?

HMM intends to use the land immediately surrounding the building for employee parking, trailer storage in the back and lunch/communal sitting area to the south of the garage bays. We plan on upgrading the exterior look of the entire property by removing the metal fencing, adding trees and foliage and painting the outside of the building.

Needs for outdoor storage.

HMM intends to use part of the property to store equipment, trailers and company vehicles outdoors. HMM plans to use the storage space that is existing on the grounds.

Proposed Lease Rate and Term.

Please see the attached Letter of Intent (LOI).

Proposed portion of the Property.

Please see attached map.

Proposed date to occupy the site.

Please see the attached Letter of Intent (LOI)





June 2015

City of Louisville
C/O Aaron DeJong
749 Main Street
Louisville, CO 80027

Via Email: aarond@louisvilleco.gov

LETTER OF INTENT

Please let this serve as a Letter of Intent from HUMAN MOVEMENT, INC "Tenant" to lease the premise at 1600 Empire Road, Louisville, Colorado, under the following terms and conditions:

BUILDING: 1600 Empire Road, Louisville, Colorado.

PREMISES: Approximately 17,400 Rentable Square Feet.

INITIAL LEASE TERM: Fifteen (15) years.

LEASE COMMENCEMENT: As soon as feasibly possible so Tenant can start Tenant Improvements but no later than December 1, 2015.

BASE RENT COMMENCEMENT: Upon Tenant receiving Certificate of Occupancy from the City of Louisville and upon taking occupancy of the Premise but not to exceed July 1, 2016.

BASE LEASE RATE:

Years 1-5:	\$8.00 Base plus NNN
Years 6-15:	\$10.00 Base plus NNN

OPERATING EXPENSES: Operating Expenses shall include, but not be limited to, real property taxes, insurance, common area maintenance, property management, trash, water, and sewer charges. The City shall provide the estimated 2015 Operating Expenses per rentable square foot within 15 calendar days of agreed LOI terms. The Tenant shall contract and pay for Premises utilities directly with the provider (assuming they are separately metered).

RIGHT TO SUBLEASE: Tenant shall have ability to sublease the Premises.

OPTION TO RENEW:	Tenant shall have two (2) options to extend its Lease for a five (5) year period pursuant to the provisions of the primary Lease. The Base Lease Rate for the option period(s) shall be the prevailing current market rate for similar lease product in the Louisville marketplace but shall not increase by more than a four (4%) from the previous year of the Lease term. Tenant shall provide Landlord written notice of its intent to exercise its right to renew no less than one hundred and twenty (120) days prior to the expiration date of the lease and any extension terms.
TENANT'S IMPROVEMENTS:	Tenant, at Tenant's sole cost and expense and subject to Landlord's review and approval, shall be permitted to make improvements to the Premise.
LANDLORD IMPROVEMENTS:	Landlord agrees that all building systems (which shall include HVAC, electricity, roof, lighting, plumbing, etc.) shall be in good working order at the time of occupancy.
SIGNAGE:	Tenant shall be allocated its proportionate share of Building signage, subject to the City of Louisville regulations and approval of Landlord pursuant to the Lease. Such signage shall be at Tenant's sole cost and expense. Landlord to verify where Tenant can locate signage.
FIRST RIGHT OF REFUSAL:	Tenant shall have a Right of First Refusal should Landlord choose during the term of the Lease (or any extensions thereof) to sell the Property. Specific language to be provided in the Lease.
BROKER & ADDITIONAL DISCLOSURE:	Pursuant to Colorado Real Estate Rules and Regulations, the following disclosure is made: Different brokerage relationships are available which include Buyer Agency, Seller Agency, Transaction Broker, Landlord Agency or Tenant Agency. Pertinent to the above outlined business terms, Scott Crabtree of The Colorado Group, Inc. will be providing brokerage services as a Tenant Agent and shall be paid a real estate fee by the Landlord equal to four percent (4%) of the base lease value for the initial term which shall be capped at 5 years. Fees on the initial term shall be paid 50% upon lease execution and 50% upon occupancy.

Landlord and Tenant acknowledge that this Letter of Intent is not a contractual obligation, and is contingent upon Landlord's approval of Tenant's financial qualifications.

It is recommended that all parties consult with professional legal and tax counsel in regard to all real estate transactions. No representation or recommendation is made by broker, its agents, or employees as to the legal sufficiency, legal effect, or tax consequences of this document, and subsequent lease documents.

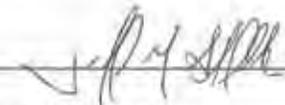
Upon Landlord's acceptance of this Letter of Intent, Landlord shall submit to Tenant a lease based upon the terms and conditions set forth herein, and containing such other provisions as are customarily contained in Landlord's standard property lease.

Sincerely,

Human Movement, Inc.

TENANT:
HUMAN MOVEMENT, INC.

LANDLORD:
City of Louisville, CO

By:  _____
Name: Jeff Suffolk _____
Its Owner _____
Date 6-15-15 _____

By: _____
Name: _____
Its _____
Date _____

RCL Land Company, LLC.
P.O. Box 715
Louisville, Colorado 80027
(303) 666-6199 rentcent@comcast.net

**REQUEST FOR PROPOSALS
1600 EMPIRE ROAD LEASE**

June 25, 2015

Proposed Lessee: RCL Land Company, LLC or designee
P.O Box 715, Louisville, Colorado 80027
Rob Lathrop, Manager
303 666-6199 rentcent@comcast.net

Business: Boat and RV Storage

Projected Use of Buildings: None

Building Modification Needs: None (all buildings in proposed lease area are to be removed by Lessor)

Property Modification Needs: The proposed lease area (Parcel #2 and the north ~180' x 180' of Parcel #1) will need to be fenced for the intended use. The north property line will be fenced using 7' cedar picket fencing (~875') and all the remainder of the leased parcel will be fenced with 7' chain link fencing (~1,900') with 2 rolling gates (one west to Hwy. 42 and one south to Empire Road). The entire leased parcel will be overlaid with 3" of class 6 road base. Estimated costs of modifications ~\$75,000

Expansion or Relocation of Business: Relocation and expansion of Louisville Boat/RV business from 2101 N. Hwy. 42, Louisville.

Number of Employees: 2 part-time employees

Number of Employees after 5 years: 2 part-time employees

Annual Payroll: At move-in [REDACTED]. After 5 years, [REDACTED]

Average Job Salary: [REDACTED]

Sales Tax: Boat/RV space rental is subject to Use Tax (3.5%)
Estimate range of use tax to be generated \$3,500 to \$4,500 year

Land Use: All land will be used for Boat/RV storage and related activities.

Proposed Lease Rate and Term:

Term: 18 years

Lease Rate: Year 1 - \$1,200 month (\$14,400 yr.)

Year 2 - \$2,500 month (\$30,000 yr.)

Year 3 through Year 18 – Base Rate of \$2,500 month plus 3% increase each year (ie, year 3 would be \$2,575, year 4 would be \$2,665, etc.)

Proposed Portion of the Property: Parcel #2 and part of Parcel #1 (approximately the north 180' x 180')

Proposed Date to Occupy: Flexible, spring or early summer of 2016

Conditions of Proposal:

- 1) A portion of the north part of Parcel #1 is required to meet minimum space requirements for Boat/RV storage (approx.. 180' x 180')
- 2) Access through the existing RV dump station to the west is required (right in and right out on Hwy. 42 is ok)
- 3) Property leased is to be delivered with existing buildings removed, all debris and other stored materials and scrap removed and parcel scraped clean and graded for existing drainage patterns



A handwritten signature in black ink, followed by the date "6/23/15" written below it.

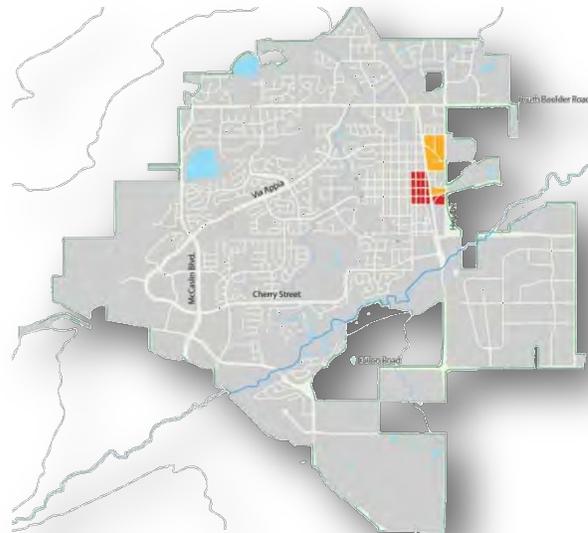
**SUBJECT: ORDINANCE NO. 1697 SERIES 2015 – AN ORDINANCE
AMENDING SECTIONS 13.08.030, 13.12.020 AND 13.12.040 OF
THE LOUISVILLE MUNICIPAL CODE TO ADDRESS WATER
SERVICE CONNECTIONS AND WATER TAP FEES FOR LIVE-
WORK LAND USES – 2nd Reading – Public Hearing –
Advertised *Daily Camera* 07/19/2015**

DATE: JULY 28, 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 District and Downtown.



Locations in Louisville Live-Work is allowed

Live-Work properties are not allowed to sub-divide and shall remain under a single ownership. The LMC does not prohibit the renting of either the residential or commercial portions of Live-Work units. Commercial land uses will be limited to those allowed in the MUR and CC Zone Districts.

Live-Work developments are small in scale and fit into walkable commercial environments like downtown. Staff anticipates between 10 and 20 Live-Work units in the next 5-years and no more than 50-properties City-wide with the adopted ordinance. The Live-Work ordinance benefits Louisville with the following:

- 1) Supports a small-town feel by allowing business owners to live on premise;

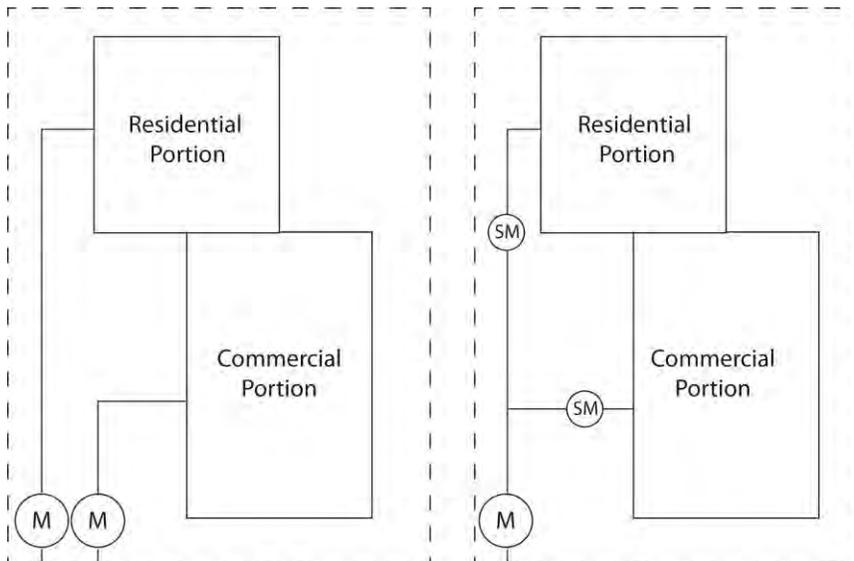
- 2) Provides an economic incentive to preserve historic structures;
- 3) Provides an economically viable small scale development pattern consistent with the expectations of the Downtown Framework Plan;
- 4) Provides additional an economic incentive for commercial development; and,
- 5) Provides new category new development with lower parking and transportation impacts.

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 water tap fee structure ensuring applicants are charged fairly for services.

Currently, Title 13 does not allow two or more “premises” to be supplied water from “one and the same connection”. As a result, staff requires each premise to pay for individual water taps. In this case, the owner of the property is required to pay a separate water tap fee for both the residential and commercial portions of the Live-Work unit.

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. The proposed changes to Title 13, if approved, would allow the property owner to purchase a single water tap based on the actual projected water demand.

No new customer class would be created and billing tiers based on demand would remain the same with the proposed ordinance. With this amendment, public works would provide one water meter at the curb stop and two sub-meters. One sub-meter would monitor water provided to the residential portion and the other sub-meter would monitor water to the commercial portion. The residential portion of the property would be charged residential water rates, while the commercial portion would be charged commercial rates.



Current administration of ordinance Proposed administration of ordinance

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 strikethrough; 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, 13.12.020 and 13.12.040 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.

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 Ordinance 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

ATTACHMENTS:

1. Ordinance No. 1697, Series 2015
2. Cost Assumption email from Public Works – May 21, 2015
3. City Council Water Committee Minutes

**ORDINANCE NO. 1697
SERIES 2015**

AN ORDINANCE AMENDING SECTIONS 13.08.030 AND 13.12.020 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

Subject: FW: Live/Work Tap Fees

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)	Residential (sf)	% of Average Res House in Louisville
Property #1	3,775	44.7%	2000	1000	63.0%
Property #2	?	?	1800	2200	138.6%
Property #3	7,796	92.3%	996	1,800	113.4%
Property #4	8,190	97.0%	1,196	2200	138.6%
Property #5	6,951	82.3%	1,411	2800	176.4%

Additionally, I found 3 offices 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	Bldg (sf)	Lot (sf)	Annual Demand (gal)	Single Family Equivalents
Property #6	856	2,361	414,360	3.54
Property #7	1411	6,951	273,578	2.34
Property #8	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 Water Committee

-Draft - Meeting Minutes

Friday, July 10, 2015

COUNCIL CHAMBERS, CITY HALL, 2ND FLOOR

7:30-9:30am

- I. **Call to Order** – Jeff Lipton called the meeting to order at 7:30.
- II. **Roll Call** was taken and the following members were present:
 - City Council:** *Jeff Lipton, Robert Muckle*
 - Absent:** *Chris Leh*
 - Staff Present:** *Malcolm Fleming, Kurt Kowar, Cory Peterson, Terrell Phillips, Graham Clark, Kevin Watson, Alan Hill (Yates Law Firm), Paul Flack (RBI)*
 - Public: Tom Phare
- III. **Approval of Agenda:** Agenda approved.
- IV. **Approval of the Minutes:** The April 3, 2015, meeting minute approval was deferred to the next meeting.
- V. **PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA:**

None
- VI. **Update – Water Resources (Cory Peterson/Paul Flack)**
 - Water Supply Update
 - i. The unusual rainfall in early summer has provided for higher than average water supply. South Boulder Creek has had a long period without a water rights administrative call. The City is currently meeting demand with direct deliveries from the Community Ditch and/or the Louisville Pipeline. All storage facilities are full and will be maintained at these levels as long as conditions allow.
 - Windy Gap Firing Project Update

City of Louisville

City Council 749 Main Street Louisville CO 80027
303.335.4608 (phone) 303.335.4550 (fax) www.ci.louisville.co.us

Staff attended a Windy Gap Participants' Committee Meeting on July 7th. A revised budget estimate was presented with a more formal estimate anticipated in the next couple of weeks. NCWCD is planning on soliciting for a design consultant later in the year with work expected to start in 2016.

- **Gross Reservoir Update**

Mr. Flack reiterated Denver Water's plans to expand the capacity of Gross Reservoir. As part of the environmental approval process, Denver Water was required to create an environmental pool, which is an amount of water that is stored in Gross and is released to South Boulder Creek to promote aquatic life. Denver Water has an existing agreement with Lafayette for the filling and use of this environmental pool. We have been engaged in discussions with Lafayette on a possible split of this space to expand the reliability of our water supply. Recent conversations have moved away from this concept of splitting space and now center around a trade of supplies. Staff will continue to evaluate the options available and provide an update as progress is made. As mentioned before, Gross Reservoir could become a realistic opportunity to increase Louisville's local basin water storage under the correct terms and conditions.

VII. Update – CIP Projects (Cory Peterson/Kurt Kowar)

- **Wastewater Treatment Plant Upgrades**

- i. Status: Under construction (contractor: MHW)
- ii. Contract Cost: \$31.2 million.
- iii. Estimated completion: July 2017

Mr. Peterson mentioned that MHW has started the excavation portion of project which will consist of the majority of activity onsite for the next several weeks. Mr. Kowar discussed the recent incident of above average inflows to the plant theorized as a result of the high groundwater attributable to heavy precipitation over the last couple of months. Staff is assessing the situation to determine if this a short term issue that will be alleviated as groundwater levels return to normal or if further measures such as improvements to the collection system or modification to the plant rating are required.

- **Louisville/Lafayette Drainageway Improvements**

- i. Status: final design, construction bid advertisement dependent on permitting.
- ii. Engineer's estimate: \$9 million total cost before UDFCD & City of Lafayette contributions.

Mr. Fleming spoke to a Right-of-Way(ROW) issue on Spruce that was included as part of the unsuccessful Lee Street Connection deal. The property owner is awaiting council action on the Highway 42 Plan prior to providing the ROW to the City. Mr.

Kowar mentioned that the project has been split into two phases (phase 1-east of 42 and phase 2-west of 42). Phase 1 is currently under review by Boulder County with Phase 2 scheduled to be reviewed by Boulder County once the ROW issue is resolved.

- Louisville/Superior Interconnect
 - i. Status: final design, project will be bid the fall
 - ii. Engineer's estimate: \$1 million

Mr. Muckle requested a location of the planned interconnect. Mr. Peterson stated that a drawing/map showing the location will be provided.
 - Howard Berry Water Treatment Plant Sludge Handling
 - i. Status: under construction (Moltz Construction)
 - ii. Engineer's estimate: \$2.2 million

Mr. Peterson provided a brief overview that construction was progressing satisfactorily with no major upsets.
 - Eldorado Intake Reconstruction
 - i. Status: Notice of Award pending final approval from FEMA.
 - ii. Contract cost: \$1.5 million

Mr. Peterson explained that project was still on hold pending approval from FEMA. If the City were to proceed with contract award without environmental approval the City would be ineligible for the grant funds from CDBG. The next meeting with FEMA is scheduled for July 20th. Mr. Kowar spoke to the possible increase in undercutting to the diversion dam from the sustained runoff and the potential for a cost increase. More information will be known once a visual inspection can be performed.

 - iv. Community Ditch Reconstruction Project
- Mr. Peterson outlined FRICO's plan to start construction on the Upper Community Ditch the week of July 13th. Mr. Hill discussed the borrowing agreement between Louisville and FRICO that would allow Louisville to borrow Marshall Lake water earlier in the 2016 season and replace it later should it be needed for next year.
- Sid Copeland WTP Contact Tank
 - i. Status: An evaluation of the tank has been completed. A preliminary design contract has been executed to analyze options.
 - ii. Engineer's estimated for design: \$20,000

Mr. Peterson and Mr. Kowar provided a brief overview of project and the issue with the amount of contact time within the treatment process.

- Sid Copeland WTP Pump Station
 - i. Status: Project scheduled for 2016
 - ii. Engineer's estimate: \$2.4 million

Mr. Peterson and Mr. Kowar provided a brief overview of project as a look ahead to 2016.
- Lucity Asset Management

Mr. Kowar stated that the system is up and running and staff training is occurring. Future goals of the system will allow for improved mapping and a uniform work orders.
- Water Resources Master Plan Update
 - i. Status: Proposal received May 27th. Council Approval July 14th.
 - ii. Contract Cost: \$85,000

Mr. Flack explained the approach of the Water Resources Master Plan. The intent of the revised plan is to be more of a working document that can be used and updated by staff on an ongoing basis. In addition, the revised plan will incorporate anticipated impacts from climate change. We'll be looking to seek input from the Water Committee throughout the plan drafting process.

VIII. Utility Rates

- 2016 Utility Rates Update

Mr. Kowar outlined the approach for developing utility rates for 2016. Staff will seek proposals from outside consultants to assist with the 2016 rate analysis. The water committee will be provided updates on the 2016 rates as needed. Current water revenues are down as a result of the recent rain. Tap fees are also down and can be attributable to timing issues as new development come online. Sewer revenues are within projected ranges. If revenues continue to stay outside the projections, further follow up with the water committee has been requested.
- Customer Usage vs Revenue Reports

Mr. Kowar spoke to the included customer usage and revenue graph. The committee requested some changes to the presented graph to illustrate the new customer classes which will be offered at the next meeting.

IX. Live / Work Ordinance

Mr. Peterson and Mr. Kowar explained the rationale behind the development of the taps fees incorporated in the Live / Work Ordinance. In addition, an overview of how this type of tap fee will be calculated was discussed.

XII. Update – Legal (Alan Hill)

Mr. Hill's update was moved up earlier to accommodate another commitment.

- SB 183 Update

Mr. Hill explained that this bill was sign on May 4th and modified the standards for water court changes cases and establishes some new guidelines and baseline principles on how the water court will interpret future changes cases. This bill is anticipated to be beneficial to Louisville.

- Eldora / Mesa Trail

Mr. Hill mentioned there is one remaining case his staff and Resource Based International are working on. This case involves Mesa Trail Ranch, which is requesting to move water up to a location where it can be used by the Ranch. The remaining issue in the Mesa Trail case is similar to the Eldora that was settled in June. The same restrictions are sought in Mesa Trail and a stipulation is planned.

- Coal Ridge

Mr. Hill discussed the restrictive terms that are applied to the City's Coal Ridge shares. For 2015, the City has negotiated a one year lease agreement that would allow other Coal Ridge shareholders to divert the City's unused portion.

- California Case

Mr. Hill outlined the recent developments with proposition 218 in California that has impacts on how tiered water rates can be applied. After analyzing its impacts it appear that this is not likely to develop in Colorado and may be appealed in California.

- Legal Billing / Time at Water Committee Meetings

A general discussion on the purposes and intent of Mr. Hill's involvement with the Water Committee meetings was held. Mr. Hill will continue to attend for the entire duration of future meetings. In addition, we will start to incorporate other associated to provide a diversification of the information communicated to and from our legal consultants.

X. Conservation Rebates

Mr. Kowar explained that the 2016 operations budget will include funds for the conservation rebate program and will consist of "smart" irrigation controls and low flow irrigation heads. The initial budget will be set at \$10,000 and the rebates are planned to be 25% of the cost of the unit.

XI. Taste and Odor/Water Quality Update

The City experienced a minor taste/odor event that lasted about a week in June. This event was a result of the abrupt temperate change from cool to hot.

XIII. Committee Operations

XIV. Agenda Items and Date for Next Meeting

- A correction was made to the future Committee meeting schedule: 7:30-9:30 am November 13, 7:30-9:30 am February 19, 2016.

XV. City Council Upcoming Agenda Items

- A calendar will be added to the agenda and efforts will be made to have meeting minutes disturbed within a few weeks.

XIII. Adjourn

The meeting was adjourned at 9:35 am by Mr. Lipton and seconded by Mr. Muckle.

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 – 2nd Reading – Public Hearing – Advertised *Daily Camera* 07/19/2015**

DATE: **JULY 28, 2015**

PRESENTED BY: **SEAN MCCARTNEY, PRINCIPAL PLANNER - PLANNING AND BUILDING SAFETY DEPARTMENT**



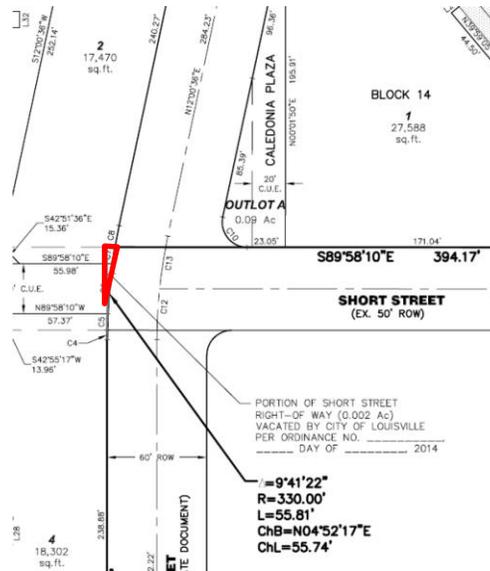
SUMMARY:

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. Power Point

**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

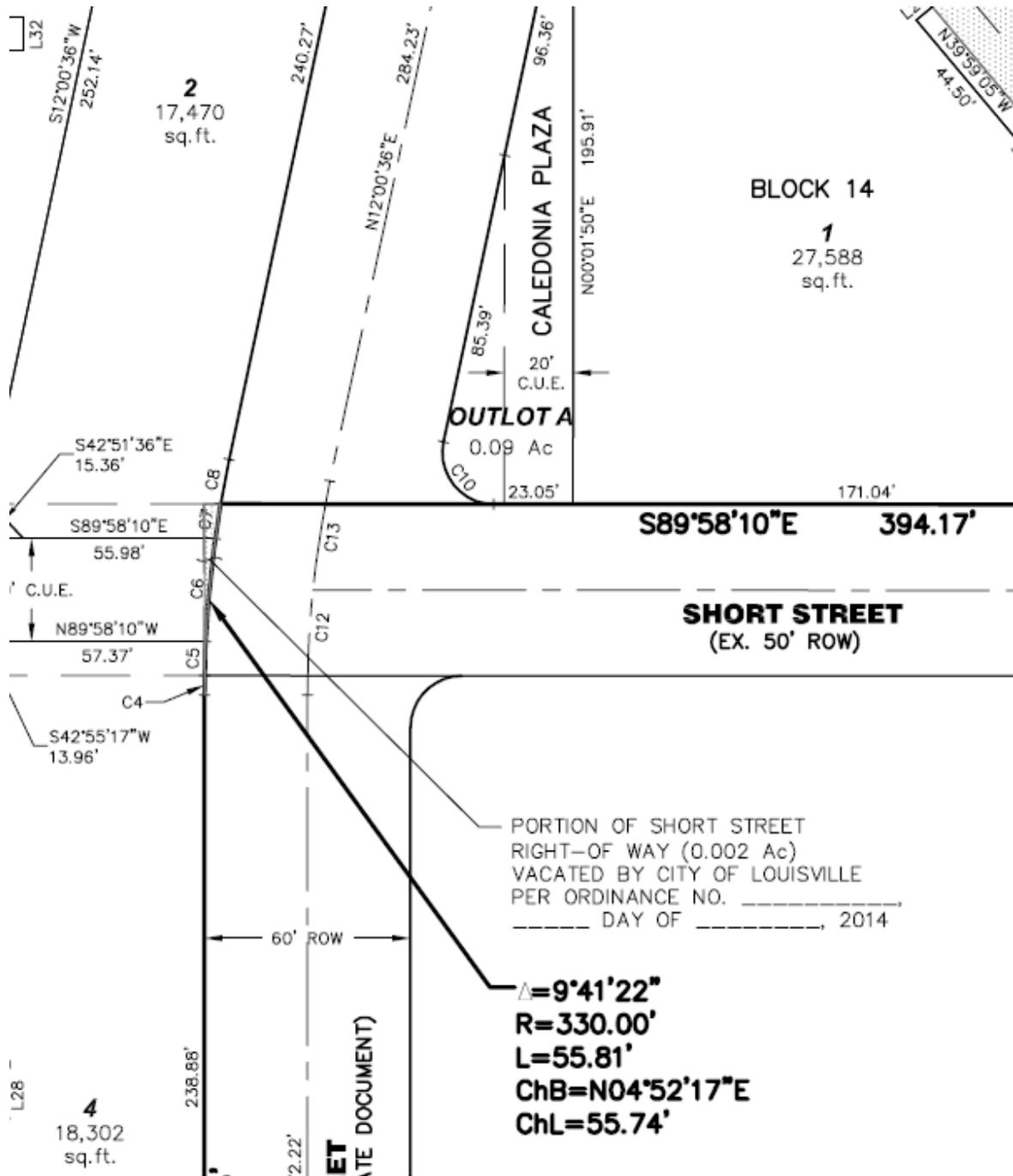
PASSED AND ADOPTED ON SECOND AND FINAL READING, this ____ day of _____, 2015.

Robert P. Muckle, Mayor

ATTEST:

Nancy Varra, City Clerk

Exhibit A



**SUBJECT: ORDINANCE NO 1700, SERIES 2015 – AN ORDINANCE
AMENDING CHAPTER 13.32 OF THE LOUISVILLE MUNICIPAL
CODE REGARDING SEWER USE REGULATIONS – 2nd Reading
– Public Hearing – Advertised *Daily Camera* 07/19/2014**

DATE: JULY 28, 2015

PRESENTED BY: KURT KOWAR, PUBLIC WORKS

SUMMARY:

Staff recommends adopting the proposed ordinance to update 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

SUBJECT: ORDINANCE NO. 1700, SERIES 2015

DATE: JULY 28, 2015

PAGE 2 OF 2

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.

ATTACHMENT(S):

1. Ordinance No. 1700, Series 2015 – redline
2. Ordinance No. 1700, Series 2015 - clean

Proposed Second Reading Amendments

Ordinance No. 1700, Series 2015, is revised to read as follows (amendments proposed for second reading are shown in track changes format):

**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 definitions ~~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 introductory sentence of Subsections 13.32.060.B, and Subsections 13.32.130.A, 13.32.130.C and 13.32.150.A of Chapter 13.32 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):

§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 of any permits and orders issued hereunder, and who has been served a notification of violation, ~~shall~~ may shall 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 shall 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 compliance administrative orders issued pursuant to subsection ~~D A E~~ 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 shall be liable to the ~~City 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 on behalf of the City reasonable attorney's fees, court costs, and other expenses associated with the enforcement activities, including sampling and monitoring expenses. The director of public works is authorized on behalf of the City to ~~shall~~ may petition the municipal or district 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. §Subsection 13.32.060.C.2, Subsections 13.32.060.D.1 and D.2, and Subsection 13.32.060.D.4.(i).ii 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):

§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)]~~ D.4.(i)] of this section shall exceed six months.

Section 4. ~~§Subsections 13.32.120.A and 13.32.120.B.2 of the Louisville Municipal Code are hereby amended to delete from the tables therein, respectively, the Daily Maximum Allowable Concentration in mg/l for Manganese and the Daily Maximum Allowable Commercial Load in Lbs/Day for Manganese, and Subsection 13.32.120.B.1 of the Louisville Municipal Code is hereby amended to revise the Daily Maximum Allowable Industrial Load in Lbs/Day for Manganese 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 <u>0.5659</u>

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 <u>0.5506</u>
-------------------	---------------------------------

~~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. ~~§Section~~ 13.32.130090 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 of public works; 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 owing 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

**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 as follows (words to be deleted are ~~stricken through~~; words to be added are underlined) with the remainder of the definitions 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 introductory sentence of Subsections 13.32.060.B, and Subsections 13.32.130.A, 13.32.130.C and 13.32.150.A of Chapter 13.32 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):

§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 of any permits and orders issued hereunder, and who has been served a notification of violation, shall 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 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 compliance ~~administrative~~ orders issued pursuant to subsection ~~D~~ E 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 be liable to

the ~~City 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 on behalf of the City reasonable attorney's fees, court costs, and other expenses associated with the enforcement activities, including sampling and monitoring expenses. The director of public works is authorized on behalf of the City to ~~shall~~ petition the municipal or district 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. Subsection 13.32.060.C.2, Subsections 13.32.060.D.1 and D.2, and Subsection 13.32.060.D.4.(i).ii 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):

§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)~~ D.4.(i)i. of this section shall exceed six months.

Section 4. Subsections 13.32.120.A and 13.32.120.B.2 of the Louisville Municipal

Code are hereby amended to delete from the tables therein, respectively, the Daily Maximum Allowable Concentration in mg/l for Manganese and the Daily Maximum Allowable Commercial Load in Lbs/Day for Manganese, and Subsection 13.32.120.B.1 of the Louisville Municipal Code is hereby amended to revise the Daily Maximum Allowable Industrial Load in Lbs/Day for Manganese to read as follows (words to be deleted are ~~stricken through~~; words to be added are underlined):

§13.32.120 - Specific Pollutant Limitations.

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 <u>0.5506</u>

Section 5. Section 13.32.090 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):

§13.32.090. - 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 of public works; 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 owing 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

Ordinance No. 1700, Series 2015
Page 5 of 6

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



City Council
Meeting Packet
July 28, 2015

Addendum #1
Items presented at the meeting.

Meredyth Muth

From: Amory Narvaes <amory@narvaes.com>
Sent: Monday, July 27, 2015 5:01 PM
To: City Council
Subject: Letter to City Council - Sale of 637 Front St.
Attachments: Letter to City Council regarding 637 Front Street.pdf; ATT00001.htm; NVZheader.jpg; ATT00002.htm

To Members of the City of Louisville City Council:

Please see the attached PDF (letter to the City Council) regarding the sale of 637 Front Street.

Please feel free to contact me if you have questions.

Respectfully,

Amory Narvaes
303.931.9070

City of Louisville
City Council
749 Main St.
Louisville, CO 80027

RE: Sale of 637 Front Street

To Whom It May Concern:

I am writing today to express my support for the sale of the City building at 637 Front Street to Lucky Pie Pizza and Tap House (Owner, Brendan McManus).

I feel it is important to voice my perspective as a small business owner within the City of Louisville. I believe it is vitally important to support small, local businesses in our City.

Lucky Pie as well as the Sweet Cow are well known in the community for their continual support of local events as well as providing donations for non-profits within the city. Lucky Pie has been extremely generous in donating to causes and host many events in their restaurant that benefit local and national non-profits.

The team effort of these two businesses to create a destination spot has been wildly successful and has effectively taken a block that was quite unattractive with little or no foot traffic and made it a vibrant place to be in downtown Louisville.

Supporting small businesses such as these is vital for the continual success of downtown Louisville. By allowing Lucky Pie to purchase the building, the city is effectively ensuring the continuing success for not only these businesses but also the tax revenue generated by ever increasing sales due to their popularity and support from the residents of the City of Louisville. Lucky Pie and Sweet Cow bring thousands of people to down town every week and that only goes to support the city and the other businesses. These businesses and the taxes, jobs and activity they create benefit everyone in Louisville.

I support of the sale of 637 Front Street to Lucky Pie, because it is important to their continued success and the continued vitality of downtown Louisville.

Respectfully,

Amory Narvaes, CEO

474 S. Taylor Ave, Suite B
Louisville, CO 80027
(303) 786-8061 ~ (303) 786-8051 fax
narvaes.com

Meredyth Muth

From: Jayme Moss <jayme@rogersandmoss.com>
Sent: Tuesday, July 28, 2015 8:50 AM
To: City Council
Subject: Lucky Pie

Hi All,

I just wanted to email my VERY strong support for Brendan purchasing the building from the City. Lucky Pie and Sweet Cow are a true treasure in our community. Allowing a developer to come in and scrape the building in order to build for profit is not in the community's best interest.

Thank you for your consideration.

I hope you are all well and enjoying your summer!

Jayme N. Moss

Rogers & Moss Attorneys At Law

1319 W. Baseline Road

Suite 101C

Lafayette, CO 80026

303-641-0773

jayme@rogersandmoss.com

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Meredyth Muth

From: Mellish, Heather <Heather.Mellish@Level3.com>
Sent: Tuesday, July 28, 2015 11:16 AM
To: City Council
Subject: The Mellish Family is a fan of Lucky Pie and Sweet Cow

Dear City Council:

It has been brought to my attention that there is concern over the sale of the Lucky Pie/Sweet Cow building by some outside developers. Lucky Pie and Sweet Cow helped put Louisville on the map! It's where we celebrate the first day of school, the last day of school, a loose tooth falls out and that a new baby comes home from the hospital! It's where you see families and friends convening when you hit the Pine Street Stop sign! It's what makes people want to move here when they drive through town. Rocky Mountain Day Camp chose the front yard to bust into a Flash Mob on the last day of school! That doesn't happen in the parking lot of a doctor's office. Who doesn't want to go shop at Eleanor, have dinner at Lucky Pie and then dip into some super delicious vanilla at Sweet Cow? It's where my husband had my 40th birthday party and we announced we were having our 4th baby!

Lucky Pie/Sweet cow is a destination that can't change or go away or your risk losing what's so unique about Louisville: Community

Local small business owners who create jobs, sustain the local economy and create a community make Louisville what it is.

Let's make this happen City Council.

Kind Regards,

The Mellish Family

Daniel, Heather, Owen (9), Paloma (7), Theodore (4) and Genevieve (22 months)

Heather Mellish

Senior Solutions Architect

Video Cloud Solutions

Level 3 Communications

Heather.Mellish@level3.com

(720)888-1574 Office

(303)618-2989 Mobile



Meredyth Muth

From: brendan@luckypiepizza.com
Sent: Monday, July 20, 2015 6:37 PM
To: City Council
Subject: for your consideration

To the Members of Louisville City Council,

I wanted to thank you for your time and consideration of the building sale of 637 Front Street at the council meeting on July 14th and I was hoping to reiterate what I was nervously trying to express when I stood before you last Tuesday night.

I am really proud and happy that Lucky Pie Pizza has become a part of, and maybe in a small way helped foster a thriving downtown Louisville. That we are a large employer and able to support the lives and futures of our employees is an honor. The financial contributions we make to the city and the guests we bring to the downtown is really gratifying. That we are a success, a part of a larger community and a small part of people's lives here in Louisville is truly better than I ever expected.

When I first moved to Louisville in 1998, I was still working for other people, running other people's restaurant. At that point, I had been in the food industry for 15 years, and my hope was to be able to someday have my own restaurant. I opened the Empire Lounge on Main Street with a partner but eventually sold my part of that business. When the opportunity to take over the empty building at 637 Front Street became a possibility, I was confident that another restaurant could survive and hopefully prosper at this location and in Louisville.

Having no backing but my own savings made opening a small business a daunting, but exciting opportunity. I have a pretty personal connection to the building, in that I helped build the restaurant. Labor is cheap when it is your own, and friends and I were a big part of the crew that took apart the old post office and put together a restaurant. What kept me up at night and at work everyday when Lucky Pie first opened 5 years ago was the hope we would make enough money to pay off the debts of opening and to be able to make a living. I am truly blessed that Lucky Pie and Sweet Cow have both been a success and have grown to be a favorite of locals and found a place to thrive in Louisville.

So, now I have the opportunity to perhaps own 637 Front Street and be able to really secure the future of my business. Owning the building would really afford me the opportunity to continue to invest and grow the business, secure in our future in that location.

I am aware that some people have suggested that this is simply a real estate deal for me, that I will flip the building and sell it to the highest bidder. It is disappointing, but I guess expected that some people would project what would be their intentions onto me and second-guess my motivation. Fortunately, I am one of the lucky people that loves what I do for a living. I think restaurants are one of man's greatest inventions. They are a place where people can gather with their friends and loved ones, break bread, and share a meal. They can celebrate an ordinary Tuesday or toast an anniversary. They are a break from the day, a time to savor food, to share a beer, to relax.

I am pretty sure a developer could find a way to make a lot more money from that building and land than I can. I am not a developer. I am a restaurant guy, and that is not my goal. My goal is to secure the future of my business, to assure a long and healthy life for Lucky Pie and Sweet Cow, and to continue to be able to

contribute all that we do to the city of Louisville. Both of us want to be at this location, and in Louisville, for as long as we can. I want to be able to continue to invest in the building, my business, and the community. That is why I started the business five years ago, and why I want to make sure it can continue past the end of our lease, five more years in the future.

Again, thanks so much for your consideration in this matter. I appreciate your time and attention.

Sincerely,
Brendan McManus
Owner, Lucky Pie Pizza

Meredyth Muth

From: Nate Llerandi <natellerandi@gmail.com>
Sent: Friday, July 24, 2015 4:13 PM
To: City Council; Malcolm Fleming; Aaron DeJong
Subject: Lucky Pie & Sweet Cow

Dear Louisville City Council, Mr. Flemming and Mr. DeJong,

My name is Nate Llerandi, one of the 4 founding members of the Sonic Boom Racing Team p/b Lucky Pie cycling team. Over the past decade, we have grown the team to 60+ members and have evolved into one of the best amateur cycling teams in Colorado as well as nationally. As we grew our "critical mass", Brendan and Lucky Pie stepped in to become the team's title sponsor as well as our team race's sponsor.

Lucky Pie is a destination location and has been one of the main contributors that has put Louisville "on the map" of popular places to visit in Colorado. In partnering with Sweet Cow Ice Cream to reside next to the restaurant, both quickly became fan favorites. This has been a fabulous relationship over the years as we collectively strive to be "community driven". Lucky Pie has been extremely dangerous in donating to causes and hosting many events in their restaurant to benefit both local and national non-profits.

Lucky Pie is instrumental to my cycling team's identity and its success. Moreover, it is very important you support Brendan McManus purchasing the property where Lucky Pie and Sweet Cow currently does business, because it is important to their continued success and being one of the desirable anchors in downtown Louisville.

Thank you for your time and consideration,

Nate Llerandi
2979 Shoshone Trail
Lafayette, CO 80026

Meredyth Muth

From: Andy Johnson <andy@dajdesign.com>
Sent: Tuesday, July 28, 2015 6:36 PM
To: City Council
Cc: Aaron DeJong; Malcolm Fleming
Subject: 637 Main Street Sale
Attachments: DAJ_symbol_distressed_email.png; ATT00001.htm; Lucky Pie.pdf; ATT00002.htm

Dear City Council and Mayor,

Please see my attached letter in support of the sale of 637 Main Street to Brendan McManus. Thank you!

Andy

City of Louisville City Council & Mayor

RE: Sale of 637 Front Street

Dear Mr. Mayor and City Council

I am writing in favor of the sale of 637 Front Street to Brendan McManus and Front Street Ventures. There are a couple of discussion points that I think are important to mention:

- The land purchase opportunity has not been conducted behind closed doors. There has been prior notice for the past few months of this sale.
- This is a fair deal. The price for the property is well within a reasonable market range, as demonstrated in the City Council packet. The cost per square foot comparisons presented by staff effectively squelches any claim to being a runaway deal.
- The value for the property is analyzed on a cost per square foot basis of the building. The building as configured from a developers perspective could be more of a detriment than an asset to the property. The actual value is in the land itself due to its prime location. If we looked at the property as simply dirt for development, the selling price would look even more like market rate.
- The purchaser agrees to the development restriction that limits the building to two-stories and no taller than 30 feet. A great way for a developer to maximize its dollars is to build up not out. From a community perspective, these development restrictions are more desirable in bulk and scale than if the property were to be developed using the CC zoning district guidelines.
- Improvements to be made to the building as indicated by Brendan include re-doing the entrances, lawn and patios, kitchen, and restrooms, and a commercial addition is desired to help support the growing businesses. These investments demonstrate a long-term commitment to the building and property.
- The value of this property should not be determined on how many parking spaces can be developed above ground or below ground. No one concentrated structured parking will ever solve the current parking situation, nor will it add to the important experience and sense of arrival to downtown Louisville.

I consider moving to Louisville my second best life choice next to marrying my wife. When we moved here 12 years ago we had the great pleasure of moving to a block in Old Town, where we still live, that had 6 neighbors all over the age of 90 and all who had lived in Louisville for most of their lives. I even had the great pleasure of being next door neighbors with Mr. Joe Colacci and the Colacci family, owners of the Blue Parrot, among many others who were well known within the community from years back. We live in Grandpa and Grandma Consinga's house.

I am a resident of Louisville since 2003, a downtown business owner, and an architect who works within our community. Like most who have transplanted themselves here, I have come to love Louisville. I live, work and play in Louisville and joke about living within a six block radius in town. As an architect, I am in a unique position to help shape the town, if even if it is in small ways, and as a business owner making a living in



922A MAIN STREET
LOUISVILLE, CO 80027
T (303) 527-1100
INFO@DAJDESIGN.COM
WWW.DAJDESIGN.COM

Louisville means more than the business I do in town. It is about helping to continue the exceptional livability of our community.

The relatively recent insurgence of popular interest in Louisville has a livable and desirable community has been an amazing experience. The growing popularity of the Street Fair and the additions of so much new and good food has put Louisville on the map as a destination for so many in the Denver-Boulder area. The Lucky Pie and Sweet Cow building is our penultimate downtown destination and one of the most cherished additions to our community. I personally attribute much of the success of good food in Louisville to Brendan McManus and certainly also Drew Honnes.

Brendan and Drew have created two extremely successful businesses, and both have given back to the community through numerous events, donations, and have provided some of Louisville's youth their first job. Their current investment in the property is 3x what they anticipated at the time of their original lease, and it is the right course of action to help them continue to be better and better.

From the time the first hammer was swung to rehabilitate the building to the present homegrown success story that Lucky Pie Pizza & Taphouse and Sweet Cow have become, it is clear that Brendan's and Drew's intensions are to continue to build something extremely valuable to the community. Their story is very much about "us" as a community and so therefore their future is ours too.

The City is in the unique position of landowner and property seller and the values we hold in our community should be the guiding principles by which we make our decision. The only honorable thing to do is support these businesses by selling them the land and allow them to control their own destinies by investing in the building and the building of their future.

Regards,



Andy Johnson



922A MAIN STREET
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Meredyth Muth

From: Courtney Gaudet <courtneyegaudet@gmail.com>
Sent: Tuesday, July 28, 2015 8:45 AM
To: City Council
Subject: Lucky Pie/Sweet Cow building sale

Dear Council Members,

I strongly support the purchase of the Lucky Pie/Sweet Cow property by Brendan McManus. Before we became homeowners and tax payers in Louisville, we often traveled to Lucky Pie for dinner and dessert at Sweet Cow. Both establishments are an integral part of what draws people to Louisville. We try to support local businesses -- and business owners -- as often as possible in order to preserve the hometown feel that drew us to Louisville initially.

I hope you will allow Brendan to purchase this property and continue the success he has helped Louisville achieve.

Many thanks,
Courtney Gaudet
1982 Quail Circle, Louisville

Meredyth Muth

From: John M. Flora, Esq. <john@jmflora-law.com>
Sent: Monday, July 27, 2015 5:59 AM
To: City Council; Malcolm Fleming; Aaron DeJong
Subject: 637 Front Street

Dear Louisville City Counsel, Mr. Fleming, and Mr. DeJong,

I am writing in support of the sale of 637 Front Street to Mr. McManus.

The site is currently home to one of the main attractions in Louisville. Lucky Pie and Sweet Cow have become a 'destination' for families and serve to maintain our hometown feel. This location and business model have proven to be a winning combination. Why tinker with success? This anchor location should remain as is. I'm confident Mr. McManus will continue the tradition for years to come.

Sincerely,

John Flora

John M. Flora, Esq.
The JMFlora Group
1-855-JMFLOA (563-5672) t/f

John@JMFlora-Law.com
www.JMFlora-Law.com

Meredyth Muth

From: Jon Fearnow <jonfearnow@gmail.com>
Sent: Monday, July 27, 2015 8:28 PM
To: City Council
Subject: Lucky Pie and Sweet Cow

Dear City Council,

It has come to my attention that the owner of Lucky Pie is looking to purchase the building they are currently in. Over the last 10 years I have been in and around, now living in, Louisville Lucky Pie was a significant part of the recent renaissance in Louisville dining that brings folks from neighboring towns. Every time family or friends come to town to visit Lucky Pie is a go-to destination. The combination of Sweet Cow with Lucky Pie in this location allows families to meet and gather together. It's one of the only walkable spacious family destination in town. Again, the go-to destination for our family to meet with the other families growing in and with us and the City of Louisville.

The businesses of Sweet Cow and Lucky Pie are known all over the state from all of the sponsored events, in and out of town, they are part of. The Lucky Pie bike race in Old Town is a yearly destination for me and my family along with thousands of other visitors. I can't wait to see my son join the next kids race!

It is my understanding that local developers are in opposition to the Lucky Pie purchase. If the space is developed into more high density housing it would compound the limited dining options available by reducing tables and increasing guests. This would be a heavy disappointment to me and my family. Not only have Lucky Pie and Sweet Cow helped lead the revitalization of downtown Louisville but they have acted as leaders to the neighboring businesses lending experience, encouragement and guidance. All of the many positive elements that Sweet Cow and Lucky Pie have brought to Louisville would be missed by everyone who loves this town.

--

Jon Fearnow
Mechanical Engineer
303-819-5607

Meredyth Muth

From: Barb Dehne <barbdehne@gmail.com>
Sent: Tuesday, July 28, 2015 11:01 AM
To: City Council
Subject: Support of Lucky Pie building sale to Brendan McManus

TO: All members of the Louisville City Council
FROM: Barbara Dehne (Louisville resident since 2003)
SUBJECT: Lucky Pie building sale

Hi, and thank you for taking the time to read this.

I have been a resident of Louisville since June of 2003. We first lived at 904 Rex Street and had the pleasure of being a part of the Community Park planning and implanations, as well as watching downtown transition from a quiet, sleepy town to a vibrant, active community filled with fantastic local businesses and artisans. I remember the first few Street Faires, it felt like 50 locals standing under the beer tent.....my how town has changed!

One of the establishments that has absolutely been a focal point of this transition and positive growth is Lucky Pie. I also remember walking to the old post office, and I love that Lucky Pie and Sweet Cow still give that building a historic feel, while keeping it fresh and fun.

Our family and friends absolutely love spending an evening on the patio, enjoying the food and seeing so many familiar faces and just hanging out. Both LP and Sweet Cow have done such a fantastic job bringing business (and tax dollars!) to our community, and I'm so thankful that Brendan and Drew took a chance back then to make this happen. I think it's great to know that

- Lucky Pie combined with Sweet Cow Ice Cream to redevelop the building at 637 Front Street, and created a bustling business, a fantastic addition to downtown!
- • Lucky Pie and Sweet Cow have been extremely generous in donating to causes and host many events in their restaurant that benefit local and national non-profits. I've been a part of many of these events (races, etc) and it just adds to the charm and community feel that Louisville now has.
- Louisville should absolutely support small business and their ability to thrive and succeed in the city. It is essential for a healthy local economy that the City supports small businesses and that it is vital to a thriving community
- I ABSOLUTELY support the purchase of the property where Lucky Pie and Sweet Cow currently do business, because it is important to their continued success and being anchor to downtown Louisville. I would HATE to see that property fall into the wrong hands, that don't have the best interest of the community in mind. I'd like to know that our community supports local business and their owners who have sacrificed so much to make Louisville such a fantastic place to live!

Thank you for your time and careful consideration of this matter!

Barbara Dehne
608 W Willow Street
303-591-0802

Meredyth Muth

From: caroline colvin <ccolvin76@gmail.com>
Sent: Tuesday, July 28, 2015 4:24 PM
To: City Council
Subject: Please do not let Lucky Pie and Sweet Cow leave our community!

Dear City Council,

Please do not let Lucky Pie and Sweet Cow leave our community! This is our favorite family date night. Over the years Brendan and Drew have become friends and have been a great support to my business and my family. Drew went out of his way to purchase girl scout cookies from my daughter for his thin mint ice cream. I am honestly shocked that this is even in question. I'm pretty certain that anyone you ask will tell you that this corner of Louisville has become a symbol of the perfect place to raise a family. When my friends and family visit from back east THIS is what I want them to see because the family fun, community and good eats that you find corner of Pine and Front is why I love our town.

I really hope that you listen to our community and protect what we love about Louisville. I would be a shame to lose these businesses. Let Brendan buy this space and protect our town.

Thank you,

Caroline Colvin
720-937-1881



Caroline Colvin | ccolvin76@gmail.com
www.carolinecolvinphotography.com
720-937-1881

Meredyth Muth

From: Louisville Chamber <info@louisvillechamber.com>
Sent: Monday, July 27, 2015 1:39 PM
To: City Council
Subject: Lucky Pie

Dear Mayor and Council,

The Chamber and the city of Louisville are so fortunate to have Lucky Pie in our community. Owner Brendan McManus not only creates delicious food, he has also created the most unique space. When Lucky Pie opened in 2010 the restaurant was always busy and generally required a wait. Then in 2012 Brendan created the “park” area in front of his restaurant. It’s amazing how many people this brings to downtown Louisville every single day. He has created a community space where everyone feels welcome and can enjoy visiting their neighbors. Young and old, locals and visitors, appreciate all that Brendan had done for our community.

Along with all the business Brendan has brought to our area, he also gives back to the community. He holds fundraisers for local causes and charities, supports the Louisville Fire District and is an active member of the Louisville Chamber of Commerce.

Brendan has brought so much positive energy to Louisville! Because of unique places like Lucky Pie, Louisville is known as one of the best places to live in the U.S. and has become a destination for many.

Sincerely,

Shelley Angell

Shelley Angell, Executive Director
Louisville Chamber of Commerce
901 Main St.
Louisville, CO 80027
303-666-5747
www.louisvillechamber.com

Meredyth Muth

From: Jennifer Boldry <jennifer.boldry@breakawayresearchgroup.com>
Sent: Monday, July 27, 2015 10:40 AM
To: City Council
Subject: Lucky Pie/Sweet Cow Commercial Property

Dear Louisville City Council,

As a business owner and member of the Louisville community, I am writing in support of Brendon McManus' effort to purchase the building currently occupied by Lucky Pie and Sweet Cow.

Although there are many reasons that Mr. McManus should be permitted to purchase the building, they all boil down to one crucial factor: *Lucky Pie and Sweet Cow are truly the heart of the Louisville community.*

- Lucky Pie is a destination location that brings people and dollars into the community (and they spend at other local businesses when they visit, not just at Lucky Pie)
- Lucky Pie supports a variety of local and national non-profits and hosts a number of events that benefit the local community
- Lucky Pie supports Colorado bike racing and is the title sponsor of Louisville's hometown cycling team (one of the most successful bike racing teams in Colorado) bringing even more visitors and their dollars to the local community
- Lucky Pie has been integral in building Louisville's reputation as a great place to visit, live, and raise children and will continue to build the community in the long run

It may well be the case that the city could make more money selling the property commercially in the short run, but investing in Lucky Pie/Sweet Cow is absolutely the best investment for the Louisville community in the long run.

I wholeheartedly support Mr. McManus in purchasing the building where Lucky Pie and Sweet Cow are located because the location is key for the continued success of the two businesses and the two businesses are key to the ongoing success of the community.

Sincerely,

Jennifer Boldry

--

Jennifer Boldry, Ph.D.

Breakaway Research Group

P. 303.466.3811

C. 406.580.3885

jennifer.boldry@breakawayresearchgroup.com

Meredyth Muth

From: Paul Andrews <Paul.Andrews@everwest.com>
Sent: Sunday, July 12, 2015 7:26 PM
To: City Council
Subject: Sale of the Lucky Pie Site
Attachments: Lucky Pie Sale.pdf; ATT00001.txt

> Dear Mayor and City Council Members,

>

> Please find attached to this email my recommendation to vote against the proposed sale of the Lucky Pie site at this Tuesday's Meeting. My opinion is based upon my belief that this is not in the best long term interests of the City, and that if a sale is essential at this time it should be at a significantly higher price that is arrived at after a full and open marketing process.

>>

We've moved! Please note our new address.

Paul Andrews

EverWest Real Estate Partners

(303) 986 2222 phone | (303) 763 2249 direct

1099 18th Street, Suite 2900 | Denver, CO 80202 Paul.Andrews@everwest.com | www.everwest.com

Paul Andrews
Lincoln Ave
Louisville, CO 80027

July 12th, 2015

Louisville City Council and Mayor

Dear Elected Officials,

I am writing to request you vote against the Item 8H, sale of 637 Front Street, or at least delay the vote to further review the City's options with respect to this key parcel of land. I believe a vote in favor of this transaction would be at best a naïve gift to a local business owner and could be construed as an abandonment of your fiduciary responsibility to the City and its citizens.

I write this letter as a concerned Louisville citizen who has lived in downtown for over five years. I am also a big fan of Lucky Pie and Sweet Cow. I think the environment they have created, at the entrance to our town, is a great example of this Town's community spirit. I am proud to say all three of my sons have been, and two still are, Sweet Cow employees, and I am proud of their contribution to the store's positive energy. You should not, however, confuse and reward Lucky Pie's contributions to the City with the sale of a strategically key land parcel at substantially below market value, without a broad and fair marketing process.

On a professional basis I am Chief Financial Officer of a national real estate investment firm. I spend a lot of my time reviewing and negotiating commercial real estate sales and working with appraisers on the valuation of our existing portfolio. I am also the managing member of two partnerships that own over 40,000 sf of commercial property in Louisville. I believe this experience is relevant to the discussion of value and use of the subject property.

I have reached my recommendation based on three factors: 1. The appropriate current value of the property. 2. Maintaining the current use of Lucky Pie and Sweet Cow on the subject property and 3. The long term highest and best use of the entire parcel owned by the City.

1. **Appropriate current value for the subject property.** The appraisal referenced in the memorandum recommending the sale is out of date and fundamentally flawed. It is based upon the income stream from the existing lease, which is substantially below market. I have just completed a restaurant lease in downtown Louisville, at a weaker location, under which the tenant will pay gross rent of more than twice the \$15/sf referenced in the memo. While the below market lease rate that has been granted to Lucky Pie significantly impairs the value of the property to a third party buyer it should not be the only way of looking at the value. A fair appraisal would discount the future value of the property with a market lease rent once the

existing lease has expired, as well as the current rent stream. My estimate of value under a more appropriate methodology is more than double the current contract amount. At the very least I urge the council to appropriately market the property for sale to determine a fair market value rather than rely on an out of date and flawed valuation and a closed door sale that has not been exposed to the market.

2. **Maintaining the existing use.** I assume some of you may be in favor of this transaction as you believe it will maintain the current uses and atmosphere on the property that we all love and enjoy. The truth is actually the opposite. If the property is not sold the current tenants will be required to continue operating for the remainder of the lease term. Assuming they exercise their next five year option – which they should, given that the rent is below market – you will ensure these businesses continue for another ten years, by not approving the sale. In the event of a sale, you have no certainty or control over the future use. I presume the proposed buyer's current intentions are to retain the existing use; however, nothing can be for certain. The current lease holder and prospective buyer may be taken ill, become financially stretched or leave town in which case he can sell the property. He could decide to close the existing restaurant or convert it to another use, over which you have minimal say. I am not privy to the sublease arrangement between Lucky Pie and Sweet Cow, but once the property is sold that sub lease with may no longer exist and the store could close. I have no reason to suspect that the prospective buyer intends to do any of these things but why give him and his heirs the option, at a below market price?
3. **Highest and best long term use.** The City acquired the parcel to help solve its parking problem and I commend the prior council for their foresight. When combined with the rest of the parcel that the City owns this is one of the last city blocks that is entirely owned by a single owner. That produces significant long-term flexibility and value. By selling the best half of the overall parcel you would be significantly reducing the City's options and materially reducing the value of the remaining half of the property that the City will be left with. It would be economically feasible to develop this site into a mixed-use property with 100 underground parking spaces, at the main entrance to town. The project could also include street level retail with Lucky Pie and Sweet Cow, plus second level office and residential uses. While a project of this magnitude may not meet the current appetite of the Council, who knows what the situation will be in ten years? At the height of the next real estate cycle a developer maybe willing to take on such a project, providing substantial parking at no cost to the City. Irrespective of your current view on such an opportunity I believe you should leave that option to future leaders, based on facts and circumstances at that time.

I hope my thoughts have been of use as you contemplate your vote ahead of this Tuesday's meeting. At the very least this transaction needs further review and

consideration. If the City's financial situation is such that we need an influx of cash from a sale of the property I implore you to go through a full, open and fair marketing process, and then possibly require that a buyer maintain the current uses we all appreciate so much. I hope you take the longer view and play out the below market lease you inherited and leave it to the next generation of leaders to make the right long term decision for the property.

Yours sincerely

Paul Andrews

P.S. I only learned of this transaction yesterday. Unfortunately I have a prior travel commitment for work this Tuesday, so will be unable to attend the meeting in person. However I am available via email or cell phone if you have questions prior to the meeting and would ensure my attendance in person if this matter were deferred to a future meeting.

Meredyth Muth

From: Anne Tengler <annetengler@comcast.net>
Sent: Sunday, July 26, 2015 7:13 PM
To: City Council
Subject: Lucky Pie vote

Dear City Council Members:

I understand that on July 28th you'll be voting on whether or not to move forward with the sale of the "Lucky Pie property" to Brendan McManus, and I wanted to weigh in. I have many reasons to encourage you to be consistent with last week's initial yes, and I will try to list them quickly – for brevity's sake, I'll lump Drew and Sweet Cow in with Brendan – they are a team, indeed.

Brendan has a great track record of investing in our community – beginning during a pretty lean time, in 2008. He took risks and worked hard, and added a great destination location that has added tremendous value to the town, and to other business owners who are patronized by his "destination customers." I for one, would like to see his business grow, and success continue, since it has had and would continue to have a very positive ripple effect on other downtown businesses.

He has consistently re-invested in his business even without owning the building, has provided dozens of teens and young adults with good jobs, provided the City with one of the highest sales tax totals annually, and has been acknowledged consistently as one of the elements that make us one of the top 3 small towns in the US.

It is not my position that you should offer him special treatment, but that you should follow through with what you thought was a reasonable deal that would benefit the community just last week. Your purpose as our representatives is to make decisions for the greater good — and that should not be defined by merely a purchase price. The intangible value that these businesses bring must factor into your decision. Just because someone MAY offer more cash at closing does not mean that as a property owner they will serve the community's needs best. Although there is no guarantee that Brendan wouldn't "flip" the property, he has shown us who he is as a business owner and contributor, and we have no reason to expect anything different in future.

Some in town say that the property should be offered to anyone and everyone, and that could certainly result in a higher purchase price, although it's not guaranteed. If that should happen, it is a reasonable conclusion that a new owner could not maximize his/her investment with retail tenants. Office space, and perhaps, since there's so much noise about it – paid parking would almost certainly replace a vibrant, family-friendly community gathering space. Office space goes for more per SF than retail. Any landlord would be foolhardy not to move in that direction, and I don't blame them a bit. But perhaps there are other places/opportunities they could leverage without the community sacrificing a place we and so many others, love.

If you set "the highest purchase price" as the greatest good, you may end up with a reverse ripple effect — if we lost a draw like LP/SC, other businesses would suffer too. Tipping points are delicate things, and are rarely well served by short term gains or viewpoints.

It is my belief that LP/SC will be Louisville's loss and some other Boulder County community's gain if you don't approve this sale. For all the reasons above, I hope that your definition of "small town values" are deeper and more visionary than "highest bidder."

Thanks for listening,

Anne Tengler
494 W. Spruce St
Louisville

Meredyth Muth

From: Jeff Suffolk <jeff@humanmovement.me>
Sent: Tuesday, July 28, 2015 5:28 PM
To: City Council; Aaron DeJong
Cc: <brendan@luckypiepizza.com>; drew honness
Subject: 637 Front Street

Dear Council and City Staff,

In preparation of tonight's council meeting, I would like to offer my letter of support of Lucky Pie and Sweet Cow purchasing 637 Front Street.

It wasn't many years ago that the gateway into our brilliant downtown was a vacant post office and an eye sore of a convenience store. It took the incredible entrepreneurial spirit and extreme financial risk to turn that vacant corner into two of the most popular brands and thriving venues in Colorado.

The good news is, it's easy to quantify the tax revenue that both businesses bring to our city. The more difficult equation is, how much has their individual success paved the way for the future restaurants and retail in town to ride the coat tails of the massive amount of traffic both businesses generate every night into downtown.

Both businesses took massive financial risk, and the reward paid dividends for all future entrepreneurs who benefit from the incoming traffic.

It's my opinion that now is the time to recognize the risk both Brendan and Drew took five years ago. The building is far more valuable today now that both businesses are viable. Five years ago, it was nothing more than an empty building. Today, it's a landmark for Louisville and only because these two guys had a vision and took the risk. It makes absolutely no sense that anyone but these two should benefit from their efforts. If a market rate has been set for the sale, Drew and Brendan deserve the first right of refusal as opposed to the opportunistic minority who would like to take advantage of this situation.

If the opportunistic minority want to try their hand at being an entrepreneur and continue the improvements to our downtown, there's still an eyesore sitting on the corner of Pine and Front that needs some attention.

If the city would like to remain property owners, it is my recommendation to council to sell 637 Front to the deserving businesses and purchase 947 Pine Street.

Your job is clearly not an easy one. You have an incredible staff to help advise you and I know you will all make the best decision for our incredible city. Thanks for all your hard work.

Jeff Suffolk :: President

Human Movement Management

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u:: www.humanmovement.com
o:: 720.279.1115

1111 South St. » Louisville, CO 80027

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Meredyth Muth

From: rosenmik731@gmail.com on behalf of Michael Rosen <mikelrosen@gmail.com>
Sent: Friday, July 24, 2015 9:11 PM
To: City Council; Malcolm Fleming; Aaron DeJong
Subject: Lucky Pie

Dear Louisville City Council, Mr. Fleming, and Mr. DeJong,

I am a member of Sonic Boom Racing sponsored by Lucky Pie. I understand that Brendan McManus is in the process of trying to purchase the property Lucky Pie and Sweet Cow have inhabited for many years. I am thrilled. I moved to Colorado in 2011 from Missouri. In late 2010 when my wife and I came in town to look at properties, we stayed at the Courtyard in Louisville. Our Gunbarrel based real estate agent recommended that we check out Lucky Pie. It was our first dinner in the area, and we loved it! Moving here and joining a team sponsored by it has made that first experience more personal.

Lucky Pie is truly a Louisville landmark. When people think of dining in Louisville it always comes to mind. While the business has expanded from its roots, the Louisville location should always be its home. The same can be said equally for Sweet Cow. Both support our team and so many local events. I know from experience that Lucky Pie has been extremely generous in donating to causes and hosts many events on its property that benefit local and national non-profits. They also have sponsored great events like the Lucky Mile Race Series and Ugly Sweater Run.

Brendan McManus is a strong supporter and asset to the area. His purchase of the property will solidify that position. I hope that purchase is approved.

Michael Rosen
586 Brainard Circle
Lafayette, CO 80026
Cell: 314-640-7875
mikelrosen@gmail.com