

# City Council

## Agenda

**Tuesday, January 5, 2016  
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 Designation of Places for Posting Notices for Public Meetings**

**C. Approval of January 26, 2016 at 4:00 PM as a Special Meeting for Council to (1) Discuss Ways to Maintain and Enhance Council Effectiveness, (2) Discuss Top Priorities for 2016, and (3) Select the Highest Priorities and Develop a 2016 Workplan to Achieve Those Priorities**

**D. Approve Contract for Food and Beverage Concession Services at Coal Creek Golf Course**

**E. Approval of the Louisville Revitalization Commission Budget Amendment and Sole Source Arrangements Relating to Improvements within the Urban Renewal Core Area**

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**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.

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**City of Louisville**

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

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

**7. CITY MANAGER'S REPORT**

**8. REGULAR BUSINESS**

7:15 – 7:20 pm

**A. DISTRIBUTION OF OPEN GOVERNMENT PAMPHLET**

- Public Comments (Please limit to three minutes each)
- Council Questions and Comments
- Action

7:20 – 7:30 pm

**B. APPOINTMENTS OF CITY ATTORNEY, WATER ATTORNEY, MUNICIPAL JUDGE, DEPUTY MUNICIPAL JUDGE AND CITY PROSECUTOR**

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

7:30 – 7:45 pm

**C. RESOLUTION NO. 1, SERIES 2016 – A RESOLUTION APPROVING A BUSINESS ASSISTANCE AGREEMENT WITH IZZIO ARTISAN BAKERY, LLC FOR AN ECONOMIC DEVELOPMENT PROJECT IN THE CITY OF LOUISVILLE**

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

7:45 – 8:45 pm

**D. DISCUSSION/DIRECTION/ACTION – 550 SOUTH MCCASLIN BOULEVARD REQUEST FOR PROPOSALS (FORMER SAM'S CLUB SITE)**

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

8:45 – 9:15 pm

**E. DISCUSSION/DIRECTION – SPECIAL EVENTS**

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

9:15 – 9:30 pm

**F. 1125 PINE STREET MINOR REPLAT**

**1. ORDINANCE NO. 1711, SERIES 2016 – AN ORDINANCE APPROVING A REZONING OF A PARCEL OF LAND LOCATED AT 1125 PINE STREET FROM CITY OF LOUISVILLE COMMERCIAL COMMUNITY (CC) TO MIXED-USE RESIDENTIAL (MU-R) AND RESIDENTIAL MEDIUM DENSITY (R-M) AND AMENDING THE BOUNDARIES OF THE OLD TOWN OVERLAY DISTRICT IN CONNECTION THEREWITH – 1ST READING – SET PUBLIC HEARING 1/19/16**

- City Attorney Introduction
- Action

**2. RESOLUTION NO. 2, SERIES 2016 – A RESOLUTION APPROVING A REPLAT TO COMBINE THREE PARCELS AND SUBDIVIDE THE PROPERTY INTO TWO SEPARATE LOTS AT 1125 PINE STREET – *CONTINUE TO 1/19/16***

9:30 – 9:45 pm

**G. 6TH AMENDMENT TO THE TAKODA GENERAL DEVELOPMENT PLAN (GDP) AND THE FOUNDRY PLANNED UNIT DEVELOPMENT (PUD)  
*HIGHWAY 42 AND PASCHAL DRIVE***

**1. ORDINANCE NO. 1712, SERIES 2016 – AN ORDINANCE APPROVING AN AMENDMENT TO THE TAKODA GENERAL DEVELOPMENT PLAN (GDP) TO REZONE THE PROPERTY FROM PCZD-C TO PCZD-C/R – 1<sup>ST</sup> Reading – Set Public Hearing 01/19/2016**

- City Attorney Introduction
- Action

**2. ORDINANCE NO. 1713, SERIES 2016 – AN ORDINANCE APPROVING THE VACATION OF VARIOUS EASEMENTS ON LOT 1, BLOCK 9 AND TRACT T OF TAKODA SUBDIVISION, AND LOT 2 OF SUMMIT VIEW SUBDIVISION – 1<sup>ST</sup> Reading – Set Public Hearing 01/19/2016**

- City Attorney Introduction
- Action

3. **RESOLUTION NO. 3, SERIES 2016 – A RESOLUTION APPROVING A FINAL PLAT AND FINAL PLANNED UNIT DEVELOPMENT (PUD) TO CONSTRUCT A MULTI-USE DEVELOPMENT CONSISTING OF 24 AGE RESTRICTED CONDOMINIUMS, 8 NON-RESTRICTED CONDOMINIUMS, AND 38,000 SF COMMERCIAL AND OFFICE LAND USES – *CONTINUE TO 1/19/16***

9:45 – 10:00 pm

**H. 633 CTC BOULEVARD PLANNED UNIT DEVELOPMENT**

1. **ORDINANCE NO. 1714, SERIES 2016 – AN ORDINANCE APPROVING THE VACATION OF VARIOUS EASEMENTS ON LOTS 2, 3, 5, AND 16 OF COLORADO TECHNOLOGICAL CENTER FILING NO.2 SUBDIVISION – 1<sup>ST</sup> Reading – Set Public Hearing 01/19/2016**

- City Attorney Introduction
- Action

2. **RESOLUTION NO. 4, SERIES 2016 – A RESOLUTION TO APPROVE A FINAL PLANNED UNIT DEVELOPMENT (PUD) PLAN TO CONSTRUCT A 120,581 SF SINGLE STORY INDUSTRIAL/FLEX BUILDING WITH ASSOCIATED SITE IMPROVEMENTS FOR LOT 1, BLOCK 4, THE BUSINESS CENTER AT CTC – *CONTINUE TO 1/19/16***

10:00 – 10:15 pm

**I. ORDINANCE NO. 1715, SERIES 2016 – AN ORDINANCE AMENDING SECTION 17.64.050 OF THE LOUISVILLE MUNICIPAL CODE TO MODIFY THE MINIMUM REVIEW SCHEDULE FOR REVIEW AND UPDATING OF THE CITYWIDE COMPREHENSIVE PLAN – 1<sup>ST</sup> Reading – Set Public Hearing for 2/2/2016**

- City Attorney Introduction
- Action

**11. CITY ATTORNEY'S REPORT**

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

**13. ADJOURNMENT**

City of Louisville  
 Cash Disbursement Edit List

Batch: 92797 Period: 12/10/15

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			
5754-1	BNSF RAILWAY CO 120715	BNSF PIPELINE CROSSING	12/07/15	01/06/16	750.00	750.00
8158-1	COLORADO DEPT OF REVENUE 120415	EMPLOYEE GARNISHMENT PP#25	12/04/15	01/03/16	217.12	217.12
5255-1	FAMILY SUPPORT REGISTRY 120415	EMPLOYEE GARNISHMENT PP#25	12/04/15	01/03/16	100.00	100.00
14154-1	INTEGRA 13455434	DEC 15 CITY PHONE CIRCUIT	11/21/15	12/21/15	1,691.88	
	13457990	PHONE CIRCUIT CREDIT	11/21/15	12/21/15	374.77-	
	13459102	PHONE CIRCUIT CREDIT	11/21/15	12/21/15	314.89-	1,002.22
14002-1	KANSAS PAYMENT CENTER 120415	EMPLOYEE GARNISHMENT PP#25	12/04/15	01/03/16	67.38	67.38
13381-1	KERWIN PLUMBING & HEATING INC 214646	JET SEWER LINE GC	10/29/15	11/28/15	636.00	636.00
13056-1	PAULA J KNAPEK 120915	EXPENSE REPORT 3/4-11/3/15	12/09/15	01/08/16	230.58	230.58
5178-1	PETTY CASH LRC - KATHY MARTIN 120715	PETTY CASH LRC	12/07/15	01/06/16	244.90	244.90
14193-1	THE PRODUCTIVITY PRO INC 4420	MASTERING WORKFLOW TRAINING	12/08/15	01/07/16	2,500.00	2,500.00
55	THE PARK@ CTC III U!00001012	10776/367871292: UTILITY REFUN	12/03/15	12/03/15	2,112.06	2,112.06
55	NANCY DRUVA U!00001013	17219/462236600: UTILITY REFUN	12/03/15	12/03/15	61.20	61.20
BANK TOTAL PAYMENTS					7,921.46	7,921.46
GRAND TOTAL PAYMENTS					7,921.46	7,921.46

City of Louisville  
 Cash Disbursement Edit List

Batch: 92873 Period: 12/17/15

Vendor/ Remit#	Invoice Number	Description	Invoice Date	Due Date	Invoice Amount	Check Amount
FOR BANK ACCOUNT:		4 FIRST NATIONAL BANK OF COLORAD	Control Disbursement Account			
14199-1	ARTSMARKET INC 121415	MUSEUM BUSINESS PLAN	12/14/15	01/13/16	4,980.00	4,980.00
13994-1	BRYAN CONSTRUCTION INC PP12093015	CITY SERVICES FACILITY	09/30/15	10/30/15	166,342.61	
	PP12093015	CITY SERVICES FACILITY	09/30/15	10/30/15	166,342.61	
	PP12093015	CITY SERVICES FACILITY	09/30/15	10/30/15	166,342.60	
	PP12093015	CITY SERVICES FACILITY	09/30/15	10/30/15	166,342.60	665,370.42
1115-1	COLONIAL INSURANCE 1201426	#9711888 DEC 15 EMPLOYEE PREM	12/02/15	01/01/16	536.13	536.13
5946-1	CRAIG DUFFIN 121415	EXPENSE REPORT 11/17/15	12/14/15	01/13/16	98.95	98.95
9150-1	PETTY CASH - DAVID BARIL 121415	PETTY CASH CCGC	12/14/15	01/13/16	304.75	304.75
14196-1	THE VISIBILITY COMPANY 4886	PROPEL WELLNESS WEBSITE	09/29/15	10/29/15	9,950.00	
	4904	PROPEL WELLNESS WEBSITE	11/02/15	12/02/15	1,500.00	11,450.00
11094-1	WESTERN DISPOSAL SERVICES 113015RES	NOV 15 RESIDENTIAL TRASH SERVI	12/01/15	12/31/15	116,760.35	116,760.35
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		BANK TOTAL PAYMENTS			799,500.60	799,500.60
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		GRAND TOTAL PAYMENTS			799,500.60	799,500.60

City of Louisville  
**Cash Disbursement Edit List**

Batch: 92917 Period: 12/21/15

Vendor / Remit#	Invoice Number	Description	Invoice Date	Due Date	Invoice Amount	Check Amount
		FOR BANK ACCOUNT:	4 FIRST NATIONAL BANK OF COLORAD		Control Disbursement Account	
14117-1	THE MINE LLC					
	122115	PER SIGNED AGREEMENT	12/21/15	01/20/16	16,203.54	16,203.54
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		BANK TOTAL PAYMENTS			16,203.54	16,203.54
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		GRAND TOTAL PAYMENTS			16,203.54	16,203.54

City of Louisville  
Cash Disbursement Edit List

Batch: 92951 Period: 12/23/15

Vendor/ Remit#	Invoice Number	Description	Invoice Date	Due Date	Invoice Amount	Check Amount
		FOR BANK ACCOUNT: 4 FIRST NATIONAL BANK OF COLORAD			Control Disbursement Account	
8158-1	COLORADO DEPT OF REVENUE					
	121815	EMPLOYEE GARNISHMENT PP#26	12/18/15	01/17/16	235.75	235.75
9965-1	DAVID HINZ					
	121815	REFUND RETURNED ACH PP26	12/18/15	01/17/16	251.00	251.00
11298-1	DELTA DENTAL OF COLORADO					
	DELTA0116	#007562-0000 JAN 16 EMPL PREM	12/21/15	01/20/16	12,786.95	12,786.95
5255-1	FAMILY SUPPORT REGISTRY					
	121815	EMPLOYEE GARNISHMENT PP#26	12/18/15	01/17/16	100.00	100.00
14002-1	KANSAS PAYMENT CENTER					
	121815	EMPLOYEE GARNISHMENT PP#26	12/18/15	01/17/16	270.46	270.46
9704-1	KATHY MARTIN					
	121415	EXPENSE REPORT 12/14/15	12/14/15	01/13/16	57.50	57.50
7735-1	LINCOLN FINANCIAL GROUP					
	LIFE0116	000010008469 JAN 16 LIFE/AD&D	01/01/16	01/31/16	5,673.25	
	LTD0116	000010008470 JAN 16 LTD PREM	01/01/16	01/31/16	2,959.24	8,632.49
2132-1	MEREDYTH MUTH					
	121515	EXPENSE REPORT 6/25-11/4/15	12/15/15	01/14/16	97.58	97.58
8	JUNE ENRIETTO					
	357639	REIMBURSE SEWER LINE ISSUE	12/02/15	01/01/16	165.00	165.00
13903-1	SAFETY SERVICES COMPANY					
	651786	SAFETY MEETINGS	11/02/15	12/02/15	324.98	
	651845	SAFETY MANUALS	11/02/15	12/02/15	2,124.68	2,449.66
14004-1	STEPHANIE REED					
	121715	EXPENSE REPORT 7/13-12/16/15	12/17/15	01/16/16	81.65	81.65
10351-1	US BANK					
	4143845	LRC PROPERTY TAX REV BOND DELO	11/25/15	12/25/15	6,500.00	6,500.00
55	MIKE ALEXENKO					
	U!00001014	7312/452064602: UTILITY REFUND	12/17/15	12/17/15	80.11	80.11
55	LISA CAMPBELL					
	U!00001015	14298/254036302: UTILITY REFUN	12/17/15	12/17/15	66.88	66.88
8442-1	VISION SERVICE PLAN					
	VSP0116	12 059727 0001 JAN 16 EMP PREM	12/21/15	01/20/16	2,623.04	2,623.04
3875-1	XCEL ENERGY					
	481976508	NOV 15 GROUP ENERGY	12/08/15	01/07/16	24,915.31	
	481976508	NOV 15 GROUP ENERGY	12/08/15	01/07/16	1,250.52	
	481976508	NOV 15 GROUP ENERGY	12/08/15	01/07/16	8,031.06	
	481976508	NOV 15 GROUP ENERGY	12/08/15	01/07/16	18,896.37	
	481976508	NOV 15 GROUP ENERGY	12/08/15	01/07/16	4,488.49	57,581.75
11371-1	XCEL ENERGY					

City of Louisville  
 Cash Disbursement Edit List

Batch: 92951 Period: 12/23/15

Vendor / Remit#	Invoice Number	Description	Invoice Date	Due Date	Invoice Amount	Check Amount
	481057520	NOV 15 FLASHERS	12/01/15	12/31/15	5.75	
	481058078	NOV 15 STREET LIGHTS	12/01/15	12/31/15	37,686.41	
	481573882	NOV 15 TRAFFIC LIGHTS	12/04/15	01/03/16	1,338.36	39,030.52
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		BANK TOTAL PAYMENTS			131,010.34	131,010.34
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		GRAND TOTAL PAYMENTS			131,010.34	131,010.34

City of Louisville  
Cash Disbursement Edit List

Batch: 93003 Period: 01/05/16

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					
	UM31989	RFID BOOK TAGS	12/17/15	01/16/16	1,112.56	1,112.56
13547-1	A G WASSENAAR INC					
	258081	GEOTECH TESTING SERVICES	11/30/15	12/30/15	351.00	
	258084	GEOTECH TESTING SERVICES	11/30/15	12/30/15	83.50	
	258086	GEOTECH TESTING SERVICES	11/30/15	12/30/15	397.00	
	258087	GEOTECH TESTING SERVICES	11/30/15	12/30/15	213.00	
	258088	GEOTECH TESTING SERVICES	11/23/15	12/23/15	3,678.50	4,723.00
1-1	A WAY OF LIFE FITNESS CONSULTING					
	1530028-4	CONTRACTOR FEES MEDITATION	12/23/15	01/22/16	122.50	122.50
5369-1	ACCUTEEST MOUNTAIN STATES INC					
	DX-69076	LAB ANALYSIS FEES WWTP	11/02/15	12/02/15	375.00	
	DX-69077	LAB ANALYSIS FEES WWTP	11/02/15	12/02/15	154.00	529.00
14121-1	ACUSHNET COMPANY					
	300049303	RETURN MERCHANDISE	12/07/15	01/06/16	727.00-	
	300049308	RETURN MERCHANDISE	12/07/15	01/06/16	959.00-	
	901363671	RESALE MERCHANDISE	09/17/15	10/17/15	2,270.93	
	901595906	RESALE MERCHANDISE	11/10/15	12/10/15	109.00	693.93
1006-1	ALL CURRENT ELECTRIC INC					
	3335	ELECTRICAL WORK SWTP	12/23/15	01/22/16	325.00	325.00
14073-1	ALLRED & ASSOCIATES					
	850	ADA RESTROOM DESIGN	12/11/15	01/10/16	479.02	
	851	ADA RESTROOM DESIGN	12/09/15	01/08/16	596.95	1,075.97
9891-1	AMBIANCE					
	10197	DEC 15 PLANT MAINT	12/10/15	01/09/16	195.00	
	10198	POINSETTIAS RSC	12/10/15	01/09/16	168.00	363.00
11455-1	APC CONSTRUCTION CO LLC					
	PP3113015	STREET RESURFACING	12/07/15	01/06/16	95,330.74	95,330.74
13556-1	AQUATIC CHEMICAL SOLUTIONS INC					
	6421	OPEN/CLOSE MEMORY SQUARE	12/17/15	01/16/16	3,793.38	3,793.38
14195-1	AURORA MARKETING COMPANY					
	89208	PORTABLE RADIOS & ACCESSORIES	12/07/15	01/06/16	11,946.20	11,946.20
14054-1	AVI SYSTEMS INC					
	88394895	PAGING SYSTEM AMPLIFIER LIB	11/30/15	12/30/15	566.21	566.21
7739-1	BOULDER COUNTY					
	12088	DEPUTY SECURITY FALL FESTIVAL	12/22/15	01/21/16	2,900.00	
	12198	DEC DRUG TASK FORCE FEES	12/03/15	01/02/16	257.00	3,157.00
8588-1	BOULDER COUNTY					
	11678	HAZARDOUS WASTE DISPOSAL	10/01/15	10/31/15	782.80	

City of Louisville  
Cash Disbursement Edit List

Batch: 93003 Period: 01/05/16

Vendor/ Remit#	Invoice Number	Description	Invoice Date	Due Date	Invoice Amount	Check Amount
	11896	3RD QTR HMM PROGRAM	11/16/15	12/16/15	15,172.00	15,954.80
7706-1	BRANNAN SAND & GRAVEL CO LLC					
	155365	ASPHALT	12/02/15	01/01/16	42.93	
	155597	ASPHALT	12/04/15	01/03/16	173.40	
	155666	ASPHALT	12/07/15	01/06/16	85.00	
	155735	ASPHALT	12/03/15	01/02/16	170.43	
	155887	ASPHALT	12/09/15	01/08/16	170.00	
	155975	ASPHALT	12/10/15	01/09/16	177.23	
	156109	ASPHALT	12/11/15	01/10/16	109.23	928.22
12931-1	BRONZE SERVICES OF LOVELAND INC					
	22012.2	CLEAN/HOT WAX SCULPTURE	12/10/15	01/09/16	150.00	150.00
13344-1	BROWN HILL ENGINEERING & CONTROLS LLC					
	10681	SCADA MAINTENANCE WTP	12/11/15	01/10/16	1,175.00	1,175.00
10900-1	CAROL CREECH					
	120215	REIMBURSE NON-RES EXPAND FEES	12/02/15	01/01/16	110.00	110.00
13733-1	CATHY BAHR TRANSLATION SERVICES INC					
	122215	SPANISH INTERPRETER	12/22/15	01/21/16	110.00	110.00
935-1	CENTENNIAL PRINTING CO					
	58501	WINDOW ENVELOPES CITY CLERK	12/21/15	01/20/16	113.67	113.67
14036-1	CENTER COPY BOULDER INC					
	43490	EVIDENCE LABELS	11/23/15	12/23/15	30.00	30.00
980-1	CENTURY CHEVROLET INC					
	45022764	SENSOR UNIT 5331	12/09/15	01/08/16	39.89	39.89
13964-1	CHANDLER ASSET MANAGEMENT					
	18985	NOV 15 INVESTMENT FEES	12/02/15	01/01/16	371.09	
	18985	NOV 15 INVESTMENT FEES	12/02/15	01/01/16	26.13	
	18985	NOV 15 INVESTMENT FEES	12/02/15	01/01/16	1.22	
	18985	NOV 15 INVESTMENT FEES	12/02/15	01/01/16	128.70	
	18985	NOV 15 INVESTMENT FEES	12/02/15	01/01/16	33.17	
	18985	NOV 15 INVESTMENT FEES	12/02/15	01/01/16	23.36	
	18985	NOV 15 INVESTMENT FEES	12/02/15	01/01/16	6.91	
	18985	NOV 15 INVESTMENT FEES	12/02/15	01/01/16	50.45	
	18985	NOV 15 INVESTMENT FEES	12/02/15	01/01/16	368.33	
	18985	NOV 15 INVESTMENT FEES	12/02/15	01/01/16	65.36	
	18985	NOV 15 INVESTMENT FEES	12/02/15	01/01/16	412.38	
	18985	NOV 15 INVESTMENT FEES	12/02/15	01/01/16	199.29	
	18985	NOV 15 INVESTMENT FEES	12/02/15	01/01/16	84.14	
	18985	NOV 15 INVESTMENT FEES	12/02/15	01/01/16	34.86-	
	18985	NOV 15 INVESTMENT FEES	12/02/15	01/01/16	2.37-	
	18985	NOV 15 INVESTMENT FEES	12/02/15	01/01/16	6.96	

City of Louisville  
Cash Disbursement Edit List

Batch: 93003 Period: 01/05/16

Vendor/ Remit#	Invoice Number	Description	Invoice Date	Due Date	Invoice Amount	Check Amount
	18985	NOV 15 INVESTMENT FEES	12/02/15	01/01/16	34.17	
	18985	NOV 15 INVESTMENT FEES	12/02/15	01/01/16	30.57	1,805.00
1005-1	CHEMATOX LABORATORY INC					
	18997	DUI BLOOD TEST	12/12/15	01/11/16	20.00	20.00
4785-1	CINTAS CORPORATION #66					
	66423892	UNIFORM RENTAL WWTP	12/07/15	01/06/16	108.54	
	66423893	UNIFORM RENTAL WTP	12/07/15	01/06/16	157.73	
	66427427	UNIFORM RENTAL WWTP	12/14/15	01/13/16	108.54	
	66427428	UNIFORM RENTAL WTP	12/14/15	01/13/16	157.73	
	66431039	UNIFORM RENTAL WWTP	12/21/15	01/20/16	271.84	
	66431040	UNIFORM RENTAL WTP	12/21/15	01/20/16	157.73	
	66434530	UNIFORM RENTAL WWTP	12/28/15	01/27/16	119.29	1,081.40
4025-1	CINTAS FIRST AID AND SAFETY					
	5004080479	FIRST AID SUPPLIES	12/11/15	01/10/16	106.33	
	5004080479	FIRST AID SUPPLIES	12/11/15	01/10/16	66.20	172.53
11508-1	CITRON WORK SPACES					
	13794	STORAGE CABINET CS	12/10/15	01/09/16	154.86	
	13794	STORAGE CABINET CS	12/10/15	01/09/16	154.86	
	13794	STORAGE CABINET CS	12/10/15	01/09/16	154.86	
	13794	STORAGE CABINET CS	12/10/15	01/09/16	154.86	619.44
14047-1	CITY OF NORTHGLENN					
	972	LAB ANALYSIS FEES WTP	11/30/15	12/30/15	1,068.50	1,068.50
13260-1	CLIFTON LARSON ALLEN LLP					
	1155728	UTILITY BILLING SERVICES	12/11/15	01/10/16	4,057.04	
	1155728	UTILITY BILLING SERVICES	12/11/15	01/10/16	2,602.05	
	1155728	UTILITY BILLING SERVICES	12/11/15	01/10/16	582.00	
	1155728	UTILITY BILLING SERVICES	12/11/15	01/10/16	873.00	8,114.09
10382-1	COBITCO INC					
	44685	RECLAMITE DRUM REFILL	12/07/15	01/06/16	215.74	215.74
13865-1	COLORADO ADVERTISING PRODUCTS INC					
	4211	2015 W-2 AND 1099 FORMS	12/24/15	01/23/16	371.37	371.37
10056-1	COLORADO DOORWAYS INC					
	802838	DOOR REPAIRS CS	12/15/15	01/14/16	1,894.00	1,894.00
10842-1	COZY CORNER TOWING					
	70564	TOW UNIT 2168	11/09/15	12/09/15	90.00	
	70666	RELOCATE VEHICLE	11/26/15	12/26/15	80.00	170.00
13370-1	CRIBARI LAW FIRM, PC					
	122115	PROSECUTING ATTORNEY	12/21/15	01/20/16	2,556.00	2,556.00
14182-1	DAWSON INFRASTRUCTURE SOLUTIONS LLC					
	15909	REBUILD PUMP UNIT 3425	11/05/15	12/05/15	2,808.54	2,808.54

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10590-2	DELL SOFTWARE INC 1000461745	DELL APPASSURE BACKUP MAINT	12/14/15	01/13/16	6,107.92	6,107.92
13392-1	DESIGN MECHANICAL INC 4059477	HVAC MAINTENANCE LIB	03/03/15	04/02/15	487.00	487.00
13685-1	DEWBERRY ENGINEERS INC 1249432 1249433	WWTP CONSTRUCTION MANAGEMENT WASTEWATER INTEGRATION STUDY	11/18/15 11/18/15	12/18/15 12/18/15	64,160.04 1,200.00	65,360.04
13929-1	DHE COMPUTER SYSTEMS LLC 93340	LAB LAPTOP NWTP	12/10/15	01/09/16	644.00	644.00
12392-1	DOOR TO DOOR PROMOTIONS 1478 1479	GUEST SERVICE UNIFORMS CHILD CARE UNIFORMS	12/21/15 12/21/15	01/20/16 01/20/16	741.71 190.95	932.66
6856-1	DRY CREEK #2 DITCH COMPANY 061915	2015 ASSESSMENT	06/19/15	07/19/15	2,793.75	2,793.75
13463-1	E-Z EXCAVATING INC 15-02078	WATER MAIN REPAIR	11/13/15	12/13/15	7,353.36	7,353.36
13790-1	EAGLE-NET ALLIANCE 160334	DEC 15 INTERNET SERVICE	12/01/15	12/31/15	870.20	870.20
1785-1	ECO-CYCLE INC 317078 317670 317910	LEAF COLLECTION LEAF COLLECTION LEAF COLLECTION	10/31/15 11/30/15 11/30/15	11/30/15 12/30/15 12/30/15	1,060.00 1,060.00 10,530.00	12,650.00
13009-1	EIDE BAILLY LLP EI00328094	REVENUE COLLECTION PROCESSES	12/18/15	01/17/16	6,500.00	6,500.00
13963-1	ENSCICON CORPORATION 89556 89556A 89616 89616A	ENGINEERING SERV SULLIVAN ENGINEERING SERV SULLIVAN ENGINEERING SERV SULLIVAN ENGINEERING SERV SULLIVAN	12/09/15 12/09/15 12/16/15 12/16/15	01/08/16 01/08/16 01/15/16 01/15/16	740.00 740.00 740.00 740.00	2,960.00
6258-1	ENVIROTECH SERVICES INC CD201602939 CD201603138 CD201603139 CD201603140 CD201603141 CD201603142 CD201603143 CD201603225 CD201603226	ICE SLICER ICE SLICER ICE SLICER ICE SLICER ICE SLICER ICE SLICER ICE SLICER ICE SLICER ICE SLICER	11/27/15 11/27/15 11/27/15 11/27/15 11/27/15 11/27/15 11/27/15 12/04/15 12/04/15	12/27/15 12/27/15 12/27/15 12/27/15 12/27/15 12/27/15 12/27/15 01/03/16 01/03/16	2,569.89 2,517.88 2,650.57 2,573.08 2,758.84 1,153.85 1,690.97 2,621.91 2,664.37	21,201.36
1915-1	EXQUISITE ENTERPRISES INC					

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	42165	NAMEPLATE LIPTON	12/16/15	01/15/16	10.60	10.60
13916-1	FERGUSON WATERWORKS					
	845393	METER PITS & ACCESSORIES	12/09/15	01/08/16	1,685.60	1,685.60
14197-1	FIRE & POLICE SELECTION INC					
	17055	NATIONAL POLICE SELECT TEST	11/19/15	12/19/15	578.00	578.00
14070-1	FORENSIC TRUTH GROUP LLC					
	121415	PRE-EMPLOYMENT POLYGRAPH	12/14/15	01/13/16	140.00	
	121615	PRE-EMPLOYMENT POLYGRAPH	12/16/15	01/15/16	140.00	280.00
13739-1	FRONT RANGE EYE HEALTH CENTER					
	120415	2015 SUMMIT VIEW DR MEDIAN WTR	12/04/15	01/03/16	27.11	27.11
10623-1	FRONT RANGE LANDFILL INC					
	40248	LANDFILL FEES	12/15/15	01/14/16	15,360.71	15,360.71
14187-1	FRUITREVIVAL LLC					
	22-5848	WELLNESS PROGRAM FRUIT BOXES	11/30/15	12/30/15	3,552.00	3,552.00
13069-1	GLACIER CONSTRUCTION CO INC					
	PP03112515	ELDORADO INTAKE CONSTRUCTION	11/25/15	12/25/15	266,251.68	266,251.68
2405-1	HACH COMPANY					
	9707229	LAB SUPPLIES WTP	12/10/15	01/09/16	1,104.68	
	9717305	LAB SUPPLIES WWTP	12/17/15	01/16/16	127.75	1,232.43
11361-1	HARMONY K LARKE					
	1532191-2	CONTRACTOR FEES LITTLE ARTIST	12/16/15	01/15/16	297.50	297.50
13162-1	HD SUPPLY WATERWORKS LTD					
	E837869	UTILITY CLAMP	11/25/15	12/25/15	204.52	
	E851217	METER PITS/DOMES/LIDS	11/25/15	12/25/15	163.93	368.45
2475-1	HILL PETROLEUM					
	532749-IN	UNLEADED/BIODIESEL FUEL	12/23/15	01/22/16	9,641.76	
	532751-IN	15W40 OIL	12/23/15	01/22/16	2,141.57	
	532751-IN	15W40 OIL	12/23/15	01/22/16	482.75	
	532751-IN	15W40 OIL	12/23/15	01/22/16	435.67	
	532751-IN	15W40 OIL	12/23/15	01/22/16	164.79	12,866.54
11025-1	HOFF CONSTRUCTION					
	PP1113015	HELBURG MEMORIAL CONSTRUCTION	11/30/15	12/30/15	30,980.81	30,980.81
11267-1	INSIDE OUT HEALTH AND FITNESS					
	1530027-2	CONTRACTOR FEES PIYO	12/09/15	01/08/16	369.60	369.60
13280-1	INSIGHT PUBLIC SECTOR INC					
	1100452329	ADOBE CREATIVE CLOUD MUS	12/09/15	01/08/16	254.14	254.14
10772-1	INTEGRATED SAFETY SERVICES LLC					
	15--2742	FIRE EXTINGUISHER INSPECT NWTP	12/20/15	01/19/16	68.00	
	15-2737	FIRE EXTINGUISHER INSPECT SP	12/20/15	01/19/16	12.75	
	15-2738	FIRE EXTINGUISHER INSPECT SWTP	12/20/15	01/19/16	133.18	

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	15-2739	FIRE SYSTEM INSPECTION CH	12/20/15	01/19/16	322.50	
	15-2740	FIRE EXTINGUISHER INSPECT P&R	12/20/15	01/19/16	4.25	
	15-2741	FIRE SYSTEM INSPECTION MUS	12/20/15	01/19/16	366.00	
	15-2743	FIRE EXTINGUISHER INSPECT WWTP	12/20/15	01/19/16	264.29	
	15-2744	FIRE EXTINGUISHER INSPECT LIFT	12/20/15	01/19/16	4.25	
	15-2745	FIRE EXTINGUISHER INSPECT AC	12/20/15	01/19/16	17.00	
	15-2746	FIRE SYSTEM INSPECTION LIB	12/20/15	01/19/16	889.05	
	15-2752	FIRE SYSTEM INSPECTION CH	12/20/15	01/19/16	213.00	2,294.27
10552-1		INTERNATIONAL MARTIAL ARTS				
	1532110-3	CONTRACTOR FEES KARATE	11/30/15	12/30/15	168.00	
	1532110-4	CONTRACTOR FEES KARATE	12/28/15	01/27/16	264.60	
	1532111-3	CONTRACTOR FEES KARATE	11/30/15	12/30/15	425.60	
	1532111-4	CONTRACTOR FEES KARATE	12/28/15	01/27/16	483.00	1,341.20
14194-1		JAMAR TECHNOLOGIES INC				
	28802	RADAR RECORDER KIT	12/18/15	01/17/16	4,195.00	4,195.00
13546-1		JCOR MECHANICAL INC				
	215098	POOL HEATING SYSTEM	12/10/15	01/09/16	169.50	169.50
14001-1		JERRY PERCHACZ				
	101515	SR OKTOBERFEST ENTERTAINMENT	10/15/15	11/14/15	300.00	300.00
11289-1		JVA INC				
	58260	STORM SEWER MASTER PLAN	11/23/15	12/23/15	14,000.00	14,000.00
13379-1		K & C DRYWALL				
	2015-15	ACCESS PANEL DRYWALL PREP	11/23/15	12/23/15	3,469.00	3,469.00
2815-1		KENZ & LESLIE DISTRIBUTING CO				
	65219	VEHICLE FLUIDS	12/10/15	01/09/16	155.00	
	65219	VEHICLE FLUIDS	12/10/15	01/09/16	34.94	
	65219	VEHICLE FLUIDS	12/10/15	01/09/16	31.53	
	65219	VEHICLE FLUIDS	12/10/15	01/09/16	11.93	233.40
8002-1		KINSCO LLC				
	28910	BALLISTIC VEST THOMPSON	12/12/15	01/11/16	634.00	634.00
2855-1		KOIS BROTHERS EQUIP CO INC				
	105297	PARTS UNIT 3213	11/18/15	12/18/15	100.38	100.38
13972-1		KRW ASSOCIATES LLC				
	COL103-2015	SERGEANT SELECTION PROCESS	12/14/15	01/13/16	7,900.00	7,900.00
14097-1		L.A.W.S.				
	10536	FORD UTIL SUV EQUIP UNIT 2181	11/24/15	12/24/15	21,135.30	
	10620	GRAPHICS UNIT 2169	12/17/15	01/16/16	630.00	21,765.30
11075-1		LEFT HAND TREE & LANDSCAPE LLC				
	120915	PRUNE TREES SBR ISLANDS	12/09/15	01/08/16	420.00	420.00
13858-1		LIBRARY INTERIORS WEST INC				

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	151201	DONATION SHELVES LIB	12/11/15	01/10/16	1,996.00	1,996.00
13465-1	LIFE TIME FENCE INC					
	3227	INSTALL CHAIN LINK FENCE SC	12/16/15	01/15/16	2,500.00	
	3228	INSTALL CHAIN LINK FENCE SC	12/16/15	01/15/16	917.00	3,417.00
5432-1	LOUISVILLE FIRE PROTECTION DISTRICT					
	118797	DUI BLOOD DRAW 12/4/15	12/04/15	01/03/16	35.00	35.00
13862-1	LOUISVILLE MILL SITE LLC					
	113015	GRAIN ELEVATOR DISBURSEMENT 14	11/30/15	12/30/15	25,431.17	
	121515	GRAIN ELEVATOR DISBURSEMENT 15	12/15/15	01/14/16	15,242.41	40,673.58
14098-1	LUCITY INC					
	61912-2	LUCITY SUPPORT	09/30/15	10/30/15	100.63	
	61912-2	LUCITY SUPPORT	09/30/15	10/30/15	100.63	
	61912-2	LUCITY SUPPORT	09/30/15	10/30/15	100.62	
	61912-2	LUCITY SUPPORT	09/30/15	10/30/15	100.62	
	61912-4	LUCITY SUPPORT	11/30/15	12/30/15	57.50	
	61912-4	LUCITY SUPPORT	11/30/15	12/30/15	57.50	
	61912-4	LUCITY SUPPORT	11/30/15	12/30/15	57.50	
	61912-4	LUCITY SUPPORT	11/30/15	12/30/15	57.50	632.50
1172-1	LYLE SIGNS INC					
	128651	STREET SIGNS	11/30/15	12/30/15	752.70	752.70
14202-1	MARK R BECKNER					
	113015	COLD CASE CONSULTANT SERVICES	12/29/15	01/28/16	1,400.00	1,400.00
11072-18	MERRICK AND COMPANY					
	144993	CHLORINE TANK DESIGN NWTP	11/25/15	12/25/15	8,427.83	8,427.83
10	HOSE & RUBBER SUPPLY					
	512013-001	FIRE HOSES	12/18/15	01/17/16	76.15	76.15
6168-1	MOTION & FLOW CONTROL PRODUCTS INC					
	6163150	PARTS FLEET	10/02/15	11/01/15	8.05	
	6172932	PARTS FLEET	10/14/15	11/13/15	99.91	
	6177887	PARTS STR EQUIP	10/20/15	11/19/15	45.83	
	6185884	PARTS UNIT 3228	10/28/15	11/27/15	10.11	
	6195766	PARTS UNIT 3401	11/09/15	12/09/15	103.85	
	6218172	PARTS UNIT 5301	12/08/15	01/07/16	71.29	339.04
13942-1	MURRAY DAHL KUECHENMEISTER & RENAUD LLP					
	12707	URBAN RENEWAL LEGAL FEES	11/30/15	12/30/15	250.00	250.00
14101-1	MWH CONSTRUCTORS INC					
	PP05113015	WWTP CONSTRUCTION	11/30/15	12/30/15	803,391.00	803,391.00
11365-1	NATIONAL METER & AUTOMATION INC					
	S1065019.002	METERS & ACCESSORIES	10/30/15	11/29/15	4,991.14	
	S1066021.001	METERS & ACCESSORIES	12/01/15	12/31/15	2,916.04	

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	S1066621.001	METERS & ACCESSORIES	12/01/15	12/31/15	2,422.88	10,330.06
13597-1	NORTH LINE GIS LLC					
	1248	ESRI ARCGIS SUPPORT	12/08/15	01/07/16	330.00	330.00
3630-1	NORTH STAR WINDOW CLEANING					
	29786	WINDOW CLEANING PC	12/07/15	01/06/16	340.00	
	29795	WINDOW CLEANING MUS	12/09/15	01/08/16	55.00	
	29810	WINDOW CLEANING LIB	12/14/15	01/13/16	2,260.00	2,655.00
6427-1	NORTHERN COLO WATER CONSERVANCY DIST					
	1701	AUG TRANSFER RULE 11 CHARGE	12/04/15	01/03/16	439.41	439.41
13662-1	PATRIOT TREE CO					
	120215	REMOVE TREES	12/02/15	01/01/16	1,525.00	1,525.00
14144-1	PING INC					
	13049513	PUTTERS	10/27/15	11/26/15	430.58	
	13050787	GOLF CLUBS	10/28/15	11/27/15	157.84	
	13061336	GOLF GRIPS	11/06/15	12/06/15	38.33	
	13075700	GOLF CLUBS	11/25/15	12/25/15	120.12	746.87
5898-2	PIONEER SAND COMPANY INC					
	T152000002944	SQUEEGEE	12/28/15	01/27/16	145.86	145.86
13095-1	PSYCHOLOGICAL DIMENSIONS PC					
	09-2547	POST OFFER EVALUATION	12/18/15	01/17/16	200.00	200.00
13837-1	RAFTELIS FINANCIAL CONSULTANTS INC					
	LOC01509-01	RATE STUDY UPDATE	10/13/15	11/12/15	4,372.50	
	LOC01509-02	RATE STUDY UPDATE	11/10/15	12/10/15	10,018.90	
	LOC01509-03	RATE STUDY UPDATE	12/09/15	01/08/16	6,090.00	20,481.40
13893-1	REBECCA TSUI					
	1220	CONTRACTOR FEES TAI CHI	12/22/15	01/21/16	772.80	772.80
6500-1	RECORDED BOOKS LLC					
	75059411	CHILDRENS BOOKS AND MEDIA	12/14/15	01/13/16	23.17	
	75253830	CHILDRENS BOOKS AND MEDIA	12/03/15	01/02/16	88.41	
	75257361	CHILDRENS BOOKS AND MEDIA	12/09/15	01/08/16	36.05	
	75257712	MATERIAL PROCESSING	12/10/15	01/09/16	243.70	391.33
14184-1	RECREATION SUPPLY CO INC					
	293598	LOCKER BENCHES MEMORY SQUARE	12/15/15	01/14/16	3,884.60	3,884.60
13419-1	ROADSAFE TRAFFIC SYSTEMS CORP					
	9485	THERMO PRIMER/WHITE PAINT	12/07/15	01/06/16	545.00	545.00
13695-1	ROCKY MOUNTAIN PUMP & CONTROLS LLC					
	957	WINTERIZE PUMP STATIONS	11/23/15	12/23/15	866.50	866.50
5281-1	SAFELITE FULFILLMENT INC					
	524-217749	WINDSHIELD UNIT 5331	12/23/15	01/22/16	143.75	143.75
11306-1	SAFEWARE INC					

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	3493088	GAS DETECTOR CALIBRATION WWTP	12/11/15	01/10/16	412.00	
	3493091	GAS DETECTOR CALIBRATION WTP	12/11/15	01/10/16	275.00	
	3493092	GAS DETECTOR CALIBRATION SHOPS	12/11/15	01/10/16	95.00	782.00
4230-1	SEACREST GROUP					
	315815.B	BIOMONITORING TESTS WWTP	12/15/15	01/14/16	1,650.00	1,650.00
5491-3	SHERWIN WILLIAMS CO					
	4350-2	PAINT ART CTR	12/15/15	01/14/16	292.13	292.13
11136-1	SINK COMBS DETHLEFS PC					
	001534.00-1	RSC EXPANSION PROJECT	12/14/15	01/13/16	7,281.00	7,281.00
13552-1	SPWRAP					
	121415	2015 ASSESSMENT	12/14/15	01/13/16	6,715.44	6,715.44
14091-1	SUPER-TECH FILTER					
	251611	HVAC FILTERS WWTP	12/16/15	01/15/16	107.60	
	251726	HVAC BELTS SWTP	12/16/15	01/15/16	108.26	
	251749	HVAC FILTERS WWTP	12/16/15	01/15/16	47.63	263.49
1201-1	SUPPLYWORKS					
	353741705	JANITORIAL SUPPLIES RSC	12/07/15	01/06/16	1,621.71	
	353741713	JANITORIAL SUPPLIES LIB	12/07/15	01/06/16	322.66	
	353741721	JANITORIAL SUPPLIES PC	12/21/15	01/20/16	465.59	
	353860653	JANITORIAL SUPPLIES CH	12/08/15	01/07/16	137.64	
	353860661	JANITORIAL SUPPLIES MUS	12/08/15	01/07/16	46.50	
	353860679	JANITORIAL SUPPLIES CS	12/10/15	01/09/16	118.10	
	354310922	BREAKROOM SUPPLIES CS	12/14/15	01/13/16	281.61	
	354543548	JANITORIAL SUPPLIES WWTP	12/16/15	01/15/16	331.02	
	354660300	BREAKROOM SUPPLIES LIB	12/17/15	01/16/16	92.76	3,417.59
13930-1	SUSANNAH M VANDYKE					
	102812302015	CONTRACTOR FEES PAINTING	12/23/15	01/22/16	572.60	572.60
14203-1	TERRE SKY STUDIO					
	1424	POCKET MAP BROCHURE MAP	12/15/15	01/14/16	1,500.00	1,500.00
7917-1	THE AQUEOUS SOLUTION INC					
	68387	POOL CHEMICALS	12/17/15	01/16/16	694.86	
	68410	POOL CHEMICALS	12/17/15	01/16/16	145.76	
	68421	IN LINE STRAINER	12/22/15	01/21/16	136.88	977.50
11466-1	THE RUNNING GROUP LLC					
	1530034-3	CONTRACTOR FEES TIGER	12/17/15	01/16/16	512.00	512.00
12878-1	TIMBERLINE AQUATICS INC					
	437	BIOMONITOR REPORTS	09/05/15	10/05/15	2,227.20	
	438	BIOMONITOR FIELD WORK	09/05/15	10/05/15	1,120.85	3,348.05
14077-1	TINA ROWE					
	112415	BOLD PATROL TRAINING	11/24/15	12/24/15	2,300.00	2,300.00

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13527-1	TLC TREE EXPERT INC 12-2015	REMOVE ELM TREES	12/08/15	01/07/16	2,400.00	2,400.00
14198-1	TRAUTMAN & SHREVE INC 29794	SEWER PIPE REPLACEMENT GC	11/19/15	12/19/15	6,082.00	6,082.00
11442-1	TRAVIS PAINT & RESTORATION INC 1827	PAINTING AC	12/18/15	01/17/16	2,425.25	2,425.25
14065-1	TYLER TECHNOLOGIES INC 045-148306	TYLER SOFTWARE	12/02/15	01/01/16	21.63	
	045-148306	TYLER SOFTWARE	12/02/15	01/01/16	4.63	
	045-148306	TYLER SOFTWARE	12/02/15	01/01/16	4.64	
	045-148892	TYLER SOFTWARE	12/10/15	01/09/16	3,939.57	
	045-148892	TYLER SOFTWARE	12/10/15	01/09/16	844.19	
	045-148892	TYLER SOFTWARE	12/10/15	01/09/16	844.20	5,658.86
13426-1	UNIQUE MANAGEMENT SERVICES INC 416622	COLLECTION SERVICES	12/01/15	12/31/15	214.80	214.80
11087-1	UNITED SITE SERVICES 114-3513895	TOILET RENTAL CENTENNIAL PARK	11/20/15	12/20/15	209.60	
	114-3513896	TOILET RENTAL LES FIELD	11/20/15	12/20/15	182.02	
	114-3513897	TOILET RENTAL ENRIETTO FIELD	11/20/15	12/20/15	182.02	
	114-3534166	TOILET RENTAL SKATE PARK	11/30/15	12/30/15	204.65	778.29
13891-1	VERIS ENVIRONMENTAL LLC J002474	BIOSOLIDS HAULING	12/10/15	01/09/16	1,268.20	
	J002491	BIOSOLIDS HAULING	12/16/15	01/15/16	1,224.86	
	J002542	BIOSOLIDS HAULING	12/22/15	01/21/16	1,178.02	3,671.08
6210-1	W BRUCE JOSS 122815	DEC 15 MUNICIPAL JUDGE SALARY	12/28/15	01/27/16	2,000.00	2,000.00
5115-1	WL CONTRACTORS INC 26695	NOV 15 FIBER MAINTENANCE	12/15/15	01/14/16	100.00	100.00
10884-1	WORD OF MOUTH CATERING INC 2015-26	SR MEAL PROGRAM 12/7-12/22/15	12/18/15	01/17/16	3,055.00	3,055.00
13507-1	YATES LAW FIRM LLC 120215	NOV 15 WATER LEGAL FEES	12/02/15	01/01/16	1,278.50	1,278.50
13558-1	ZIONS CREDIT CORP 618962	DEC 15 SOLAR POWER EQUIP LEASE	12/21/15	01/20/16	1,767.62	
	618962	DEC 15 SOLAR POWER EQUIP LEASE	12/21/15	01/20/16	883.81	2,651.43
					-----	-----
	BANK TOTAL PAYMENTS				1,646,819.58	1,646,819.58
					-----	-----
	GRAND TOTAL PAYMENTS				1,646,819.58	1,646,819.58

City of Louisville  
 Cash Disbursement Edit List

Batch: 93005 Period: 01/05/16

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	
14201-1	AXIOM STRATEGIES INC 7660	JAN 16 LEGISLATIVE SERVICES	12/18/15	01/17/16	3,000.00	3,000.00
10835-7	COLO ASSOC PERMIT TECHNICIANS 010116	2016 CAPT MEMBERSHIPS	01/01/16	01/31/16	70.00	70.00
1250-1	COLORADO MUNICIPAL LEAGUE 110215	2016 CML MEMBERSHIP DUES	11/02/15	12/02/15	18,199.00	18,199.00
13250-1	CPHRA 111615	2016 CPHRA MEMBERSHIP	11/16/15	12/16/15	150.00	150.00
13610-1	FOOTHILLS SECURITY SYSTEMS INC 72446	FIRE/SECURITY MONITORING GCC	01/01/16	01/31/16	248.85	248.85
9429-25	ICMA 2016-203204	2016 ICMA MEMBERSHIP FLEMING	01/01/16	01/31/16	1,400.00	
	2016-218487	2016 ICMA MEMBERSHIP BALSER	01/01/16	01/31/16	936.00	2,336.00
6559-1	METRO CITY & COUNTY MANAGEMENT ASSOC 010116	2016 MCCMA MEMBERSHIPS	01/01/16	01/31/16	150.00	150.00
12049-1	MOVIE LICENSING USA 2129731	2016 COPYRIGHT COMPLIANCE LIC	12/02/15	01/01/16	542.00	542.00
11351-1	NEOPOST USA INC 53474381	POSTAGE METER AGREEMENT Q1 16	12/02/15	01/01/16	135.00	135.00
6427-1	NORTHERN COLO WATER CONSERVANCY DIST 010116	2016 CARRYOVER WTR ASSESSMENT	01/01/16	01/31/16	14,841.06	14,841.06
BANK TOTAL PAYMENTS					39,671.91	39,671.91
GRAND TOTAL PAYMENTS					39,671.91	39,671.91

**SUBJECT: APPROVAL OF DESIGNATION OF PLACES FOR POSTING  
NOTICES FOR PUBLIC MEETINGS**

**DATE: JANUARY 5, 2016**

**PRESENTED BY: MEREDYTH MUTH, PUBLIC RELATIONS MANAGER**

**SUMMARY:**

Section 24-6-402(2)(c) of the Colorado Open Meetings Law requires that all public bodies of the City designate the public place or places for posting of notices of public meetings. The designation must be made at the local body's first regular meeting of each calendar year. Staff requests City Council approve the following locations for the posting of meeting notices for 2016:

- City Hall, 749 Main Street
- Police Department/Municipal Court, 992 West Via Appia
- Recreation/Senior Center, 900 West Via Appia
- Louisville Public Library, 951 Spruce Street

Pursuant to the Home Rule Charter, meeting notices and agendas are also published on the City's web site at [www.LouisvilleCO.gov](http://www.LouisvilleCO.gov).

**FISCAL IMPACT:**

N/A

**RECOMMENDATION:**

Approve designation of posting locations as listed above.

**ATTACHMENTS:**

N/A

**SUBJECT:** APPROVAL OF JANUARY 26, 2016 AT 4:00 PM AS A SPECIAL MEETING FOR COUNCIL TO (1) DISCUSS WAYS TO MAINTAIN AND ENHANCE COUNCIL EFFECTIVENESS, (2) DISCUSS TOP PRIORITIES FOR 2016, AND (3) SELECT THE HIGHEST PRIORITIES AND DEVELOP A 2016 WORKPLAN TO ACHIEVE THOSE PRIORITIES

**DATE:** JANUARY 5, 2016

**PRESENTED BY:** CITY MANAGER'S OFFICE

**SUMMARY:**

Staff requests Council approve January 26, 2016 at 4:00 PM as a Special Meeting for Council to (1) discuss ways to maintain and enhance Council effectiveness, (2) discuss top priorities for 2016, and (3) select the highest priorities and develop a 2016 workplan to achieve those priorities.

**FISCAL IMPACT:**

None

**RECOMMENDATION:**

Approve January 26, 2016 at 4:00 PM as a Special Meeting

**ATTACHMENT(S):**

1. Draft Agenda for meeting

***City Council  
Special Meeting  
City Council Retreat  
Agenda***

**Tuesday, January 26, 2016**

**Louisville Public Library  
951 Spruce Street  
Meeting Room, 1<sup>st</sup> Floor  
4:00 PM to 8:30 PM**

**4:00 to 4:05 PM      CALL TO ORDER AND APPROVAL OF AGENDA**

**4:05 to 5:00 PM      HABITS OF HIGHLY EFFECTIVE COUNCILS**  
Discussion of [10 Habits](#) (Focus on Those Below)

- Think and Act Strategically
- Demonstrate Teamwork
- Honor Council-Staff Partnership
- Allocate Council Time & Energy Effectively
- Assess Policy & Performance
- Practice Continuous Development

What actions should Council focus on to ensure effectiveness?

**5:00 to 5:15 PM      DINNER SERVED**

**5:15 to 7:15 PM      2016 WORKPLAN: SELECT TOP PRIORITIES  
AND OUTLINE SCHEDULE FOR ACTION**  
Discussion/Q & A on Potential Top Priorities...

- Street Maintenance and Repair
- McCaslin Urban Renewal Area Plan

- Recreation Center Expansion
- Golf Course Financial/Operational Results
- Biennial Budget Process & Program Budget
- SoBoRd & McCaslin Small Area Plans
- Police Department Strategic Plan
- Economic Development Review
- Employee Compensation & Benefits
- Boards and Commissions Interaction
  - Parks & Public Landscaping Expectations
  - Golf Course Advisory Board Role
  - Sustainability Advisory Board Roadmap
- Development Review & Cost Recovery
- Contingency process for managing unanticipated issues and still keeping focus on top priorities
- Other?

**7:15 to 7:30 PM**

**BREAK**

**7:30 to 8:25 PM**

**SET 2016 TOP PRIORITIES**

Select the top X priorities, amount of time Council will devote to each and set tentative calendar

**8:25 to 8:30 PM**

**REVIEW DECISIONS, DIRECTION & ACTION**

Recap and confirm actions to promote effectiveness and agreed on priorities

**8::30 PM**

**ADJOURN**

**SUBJECT: APPROVAL OF CONTRACT FOR FOOD AND BEVERAGE  
CONCESSION SERVICES AT COAL CREEK GOLF COURSE**

**DATE: JANUARY 5, 2016**

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

**SUMMARY:**

City staff issued a Request for Proposals for Food and Beverage Concessions at Coal Creek Golf Course beginning February 2016. Proposals were due on November 10, 2015. The City received one (1) qualified proposal from:

- Steven Ray Lembke, 661 Eldorado Blvd, Broomfield, Colorado 80021

Accompanying the Council Communication is the proposed Concessionaire Agreement. The initial agreement is for four (4) years beginning in 2016 and may be extended for an additional three (3) year period.

**FISCAL IMPACT:**

The Concessionaire will remit 5% of gross sales to the City excepting sales tax and meals for their employees. Assuming \$400,000 in adjusted gross sales for a full year's operation would provide \$20,000 a year in revenue to the City. The proposed agreement requires that the City's initial \$20,000 in revenue generated from the sale of food and beverage be earmarked for improvements, furnishings and improvements necessary for a successful concessionaire operation. All improvements must be mutually agreed to and all improvements will become property of the City and there will be no reimbursement from the City to Mr. Lembke. The Concessionaire will pay the City \$23,000/year to cover food and beverage related costs of gas, cable/satellite, electricity, trash/hazardous waste/recycling, local phone service, water, sewer, fire safety/security and basic professional services/custodial. This payment will be subject to annual review and adjustment to reflect actual costs.

**RECOMMENDATION:**

Staff recommends City Council award a contract to Steven Ray Lembke for Food and Beverage Concession Services at Coal Creek Golf Course.

**ATTACHMENT(S):**

1. Food and Beverage Concessionaire Agreement for Coal Creek Golf Course
2. Copy of the Request for Proposals
3. Steven Lembke's Submittal

**INDEPENDENT CONTRACTOR AGREEMENT BY AND BETWEEN THE CITY OF LOUISVILLE AND STEVEN LEMBKE FOR FOOD AND BEVERAGE CONCESSION SERVICES**

This Concession Agreement, hereinafter called the "Agreement," is made and entered into as of the \_\_\_ day of \_\_, 2015, by and between the CITY OF LOUISVILLE, a Colorado home rule municipal corporation, whose principal offices are at 749 Main Street, Louisville, Colorado, 80027, hereinafter called "City," and STEVEN LEMBKE whose principal offices are at 661 Eldorado Blvd., Apt. 631, Broomfield, Colorado 80021, hereinafter called "Concessionaire."

**ARTICLE 1**

**Concession Space**

1.1 **Definition of Concession Space.** For the purposes of this Agreement, the "Concession Space" shall mean the following areas at the Coal Creek Golf Course, 585 W. Dillon Road, Louisville, Colorado, 80027:

1.1.1 The west three-fourths of the main floor in the Clubhouse building, restrooms, and common entry, plus the adjacent outdoor patio, shade shelter; which "Concession Space" is depicted on the drawing included within Exhibit A.

1.2 **Use of Concession Space.** The Concessionaire shall have the use of the Concession Space for the purpose of offering food, non-alcoholic beverages, licensed alcoholic beverages, and related services to golfers using Coal Creek Golf Course and to the public.

**ARTICLE 2**

**Concessionaire's Use of the Clubhouse and the Concession Space**

2.1 **In General.** Subject to other limitations expressed in this Agreement, the City grants to Concessionaire the right of exclusive use of the Concession Space and the right to use in common with others the public areas of the Clubhouse building and the grounds of the Coal Creek Golf Course in conjunction with its food and beverage operations (and for no other purpose) in such spaces and manner as may be prescribed by the City.

2.2 **Smoking.** Smoking instruments, electronic smoking devices and tobacco and marijuana products of any kind will not be sold or otherwise supplied by Concessionaire at Coal Creek Golf Course. Smoking is not permitted in any areas of the Clubhouse, on the adjacent patio, within 20 feet of any entrances, or the shade shelter located on the Golf Course property. Concessionaire shall comply with any other requirements of applicable City of Louisville

ordinances and Colorado state law regarding smoking, electronic smoking devices and tobacco products.

2.3 Restriction on Items Offered for Sale. Concessionaire may offer such non-food or non-beverage items as are incidental to its food and beverage service, except for smoking instruments, electronic smoking devices and tobacco and marijuana products, pursuant to Section 2.2.

2.4 Compliance with Applicable Law. The Concessionaire agrees to comply fully with all applicable state and federal laws and regulations and municipal ordinances, as well as all rules and regulations, policies, and procedures adopted by the City or Parks and Recreation Department having jurisdiction over Coal Creek Golf Course.

### **ARTICLE 3**

#### **Rights of Ingress and Egress**

3.1 In General. The Concessionaire shall have the right of ingress and egress to and from the Clubhouse and Concession Space for Concessionaire's employees, agents and invitees to the extent reasonably necessary in connection with the conduct of Concessionaire's business under this Agreement. Areas designated as restricted areas by the City shall be excluded.

3.2 Closures. The City may, at any time, temporarily or permanently, close or consent to or request the closing of any roadway or any other way at, in, or near the Clubhouse or Coal Creek Golf Course, presently or hereafter used as such, so long as a reasonable and safe means of ingress and egress remains available to Concessionaire.

### **ARTICLE 4**

#### **Undertakings of Concessionaire**

4.1 Service. Concessionaire agrees as follows:

4.1.1 The Concessionaire shall furnish and pay for all equipment, except as otherwise provided by the City pursuant to Article 9, all goods, labor, transportation, supervision and services necessary to provide food and beverage services in accordance with this Agreement.

4.1.2 Services provided by the Concessionaire shall include the maintenance of an adequate stock of food and beverage supplies, condiments, dishes, silverware, napkin dispensers, salt and pepper shakers, cups and glassware, and any kitchen utensils or bar equipment as necessary to serve the demand for such items at the Coal Creek Golf Course, as well as paying for all cable and/or satellite television services in the Clubhouse except for the Pro Shop.

4.1.3 Concessionaire acknowledges the desire and obligation of the City to provide the public high quality food and beverages and a high level of public service. Therefore, Concessionaire agrees to offer for sale from the Concession Space only high quality food and beverages at fair and competitive pricing, relative to comparable restaurant facilities in Louisville. If, in the opinion of the City, the pricing is not comparable, or the selection of items offered is inadequate or not of high quality, or if any of the items are found to be objectionable for display and/or sale in a public facility, then the pricing shall change or the items shall be removed or replaced as required by the City. The City Representative shall meet and confer with Concessionaire regarding such matters. However, Concessionaire acknowledges that the City's determination as to the same shall be conclusive. Failure of Concessionaire to correct, rectify or modify its prices or quality within five (5) days of being advised in writing to do so shall be cause for default.

4.1.4 Concessionaire shall submit to the City for review a list of all items to be sold in the concession area, and proposed prices for all such items. The Concessionaire shall submit to the City in writing all subsequent item and price changes.

4.2 Hours of Operation. Subject to the exception for inclement weather expressed in 4.2.2 below, the Concessionaire will be required to provide daily food and beverage services in the Concession Space during the months of March, April, May, June, July, August, September and October; at a minimum, the services shall be available from no later than 6:30 a.m. to no earlier than sundown during these months.

4.2.1 The parties agree that the hours of operation during the months of November, December, January and February, shall be from no later than 10:00 a.m. to no earlier than 4:30 p.m. daily, at a minimum. However, the Concessionaire shall not be required to operate the concession when the Golf Course is closed due to inclement weather or other reason.

4.2.2 Throughout the year, Concessionaire may, in its own discretion, close the concession during inclement weather, or provide less than a full-service operation pending customer demand during specified times, unless the closure or service level is objected to by the Coal Creek Golf Professional, in which case the Concessionaire shall adjust its operations in order to satisfy the City's objections.

4.3 Special Events Option. Concessionaire shall have the first option, upon request by the City or the Coal Creek Golf Professional, but shall not be obligated, to provide luncheons or other meals for special occasions, including but not limited to league meetings and tournaments. In the event such a request is made and Concessionaire elects not to provide such services, the City or the Coal Creek Golf Professional may provide food and beverage services through other means. Such services shall not make use of the non-public areas of the Concession Space, unless approved by Concessionaire.

4.4 4<sup>th</sup> of July. The City retains the right to host the 4<sup>th</sup> of July Celebration at Coal Creek Golf Course including the right to contract with food trucks and outside food and non-alcoholic beverage vendors to promote and sell food, non-alcoholic beverages and merchandise as approved by the City and coordinated with the Concessionaire.

4.5 Concessionaire Personnel. Concessionaire shall control the conduct and demeanor of its agents and employees. If the City so requests, Concessionaire agrees to supply and require its employees to wear suitable attire and to wear or carry badges or other suitable means of identification, the form of which shall be subject to prior and continuing approval of the City.

4.5.1 The Concessionaire agrees to provide to the City at all times a current list of employees, volunteers, and other representatives or agents of Concessionaire that will be working on behalf of Concessionaire in providing services to the City under this Agreement. The Concessionaire and the City acknowledge and agree that certain services provided by Concessionaire will require that employees, volunteers, and other representatives or agents of Concessionaire act in positions of trust which are those positions that will entail as a regular part of duties the handling of and accounting for funds of the City and City property, or will entail the engagement in direct contact with youth and other members of the general public. Accordingly, Concessionaire agrees that all employees, volunteers, and other representatives or agents of the Concessionaire in such positions of trust shall be screened at Concessionaire's expense, by the City of Louisville's Human Resources Department and that the results of such background screening shall be reviewed and approved by the City prior to any such person's participation in the provision of services hereunder. The City will require the completion and execution of a disclosure/request, authorization and waiver form from all prospective employees, volunteers, or other representative or agent of the Concessionaire, which provides that the City may procure a criminal history report on the applicant as a part of the process of considering candidacy for said status. The City will provide all applicants a copy of a summary of their rights under the Fair Credit Reporting Act, and other forms and background check procedures as described in a writing established by the City.

4.5.2 The City, at its sole and absolute discretion, may provide assistance in completing the background investigation, including providing information from the completed disclosure form to an outside vendor for a confidential records check. Concessionaire acknowledges that in such event, by providing such assistance to Concessionaire, the City assumes no responsibility for the timeliness, accuracy or completeness of the background investigation, or for the direct or indirect consequences resulting from the same, and Concessionaire shall hold the City harmless for any injury or loss resulting therefrom.

4.5.3 In the event that a background check, or any other information available to the Concessionaire or the City, raises questions about the trustworthiness, fitness for provision of services under this Agreement, competence or suitability of any individual for a position of trust of any kind, including handling of funds, City equipment or property, or working with youths or other members of the general public, such individual shall not be employed or allowed to

volunteer in connection with the services or activities required or permitted under this Agreement, or in a manner that would permit contact by that person with the funds, equipment, property associated with the provision of services hereunder, or persons participating in programs or services provided under this Agreement.

4.5.4 Upon receipt of written notice from the City of any reasonable objection from the City concerning trustworthiness, fitness for provision of services under this Agreement, competence or suitability of any individual for a position of trust of any kind, or concerning conduct, demeanor or competence of any employee or volunteer of Concessionaire, the Concessionaire shall immediately take all lawful steps to remove or otherwise address to the City's reasonable satisfaction the cause of the objection or to remove such individual from the performance of any services provided hereunder.

4.5.5 The following constitute unacceptable personal conduct that the parties acknowledge and agree shall be subject to reasonable objection by the City. The parties acknowledge that other conduct not listed in this Section may be determined by the City to be reasonably expected to impair Concessionaire's ability to provide satisfactory services under this Agreement, and may also give rise to a reasonable objection by the City to which Concessionaire shall be expected to respond as set forth herein. In the event that Concessionaire, or the individual site manager, if different from Concessionaire, commits any of the following examples of unacceptable conduct, or fails or refuses to take reasonable action to correct such conduct by any person providing services for or on behalf of Concessionaire hereunder, the City may give Concessionaire notice of violation and proceed in the manner as set forth in Section 16.1.9.

- A. Commission or conviction of a felony, or of any crime involving moral turpitude;
- B. Theft or misuse of City money or property;
- C. Harassment of, or discrimination against, any individual based on race, religion, national origin, age, sex, sexual orientation, disability, or other status protected by state or federal laws;
- D. Falsification, unauthorized use or destruction of City records, reports or other data or information belonging to the City;
- E. Abusive or threatening treatment of any person, including, but not limited to physical, verbal, or written confrontation;
- F. Using, consuming, possessing, having in the body or distributing alcohol (except in the normal performance of concession services) or controlled substances as outlined by federal law during working time;
- G. Destruction, loss or abuse of City property;
- H. Unauthorized use of City equipment or property for personal use; or
- I. Possessing, distributing, or maintaining sexually explicit materials on City property.

4.6 Statements, Recordkeeping and Audits. Concessionaire shall keep books and records of the business, including an accounting of all revenue and expenses of the concession operation, in accordance with good accounting practice and in such form as is satisfactory to the City. The Concessionaire hereby grants to the City the right to audit Concessionaire's books and records for its operation at Coal Creek Golf Course and agrees to make available to the City, or its authorized representative, at any time, Monday through Friday inclusive, between the hours of 9:00 a.m. and 5:00 p.m., at the offices of the City or Coal Creek Golf Course, at the City's election, all records, books and relevant related information as may be required for audit purposes. If any audit reveals that Gross Sales for any payment period have been under-reported, Concessionaire shall pay the additional Concession Fees found to be due, all City costs incurred for the audit, and interest on the unpaid amount from the date due to the date paid in full at the rate of one and one-half percent (1.5%) per month.

4.7 Physical Interference. Concessionaire shall not do, nor permit to be done, anything which may interfere with the effectiveness or accessibility of the drainage system, sewerage system, fire protection system, sprinkler system, alarm system and fire hydrants and hoses, if any, installed or located in the Clubhouse or elsewhere at Coal Creek Golf Course.

4.8 Taxes. Concessionaire agrees to pay all local, state and federal social security, unemployment insurance, sales, use, personal property, possessory interest, and other taxes, assessments and payments-in-lieu which, during the term of this Agreement or any extension hereof, may become a lien of which may be levied or charged by the State, County, City of Louisville or other tax-levying body upon or with respect to the Concession Space, or Coal Creek Golf Course, upon any taxable interest acquired by the Concessionaire in this Agreement, or any taxable possessory right which Concessionaire may have in or to the Concession Space or facilities or the improvements thereon, by reason of Concessionaire's occupancy or use thereof, or otherwise, as well as all taxes on taxable property, real or personal, owned by Concessionaire or taxes on Concessionaire's operations or activities in or about the Concession Space, Clubhouse, or elsewhere at Coal Creek Golf Course. However, except as otherwise permitted by this Agreement, no charges, fees or taxes of any nature shall be imposed by the City solely upon Concessionaire for exercising any right or privilege granted by the City to Concessionaire in this Agreement with respect to the use of the Concession Space and Clubhouse. Nothing herein shall prevent Concessionaire from protesting, through due process, any taxes levied.

4.9 Licenses. Concessionaire agrees to obtain and pay for all licenses necessary in connection with its operation, including but not limited to, a County Health Department Food Services Establishment inspection, a Hotel-Restaurant with Optional Premises Liquor License, and a City business registration and sales tax license. Failure to qualify for a liquor license or other required license, or failure to obtain any such license within ninety (90) days of execution of this Agreement shall constitute a default hereunder.

4.9.1 Any such licenses held by the Concessionaire in connection with this Agreement shall be surrendered by the Concessionaire upon termination of this Agreement.

4.9.2 Upon Concessionaire's surrender of all licenses and acquisition of new licenses by such replacement Concessionaire as the City may select, the City shall reimburse Concessionaire for such proportional amount of the cost of the license as may be attributable to any remaining period which may exist from the date of Concessionaire's surrender to license expiration.

4.9.3 For the purpose of the Hotel-Restaurant with Optional Premises Liquor License, the "premises" shall be defined to include the Clubhouse and Patio, the Golf Course Shade Shelter, and the entire grounds of Coal Creek Golf Course.

4.10 Vending Machines/Beverage Carts. This Agreement does not contemplate Concessionaire's use of vending machines in the supplying of food, beverages or incidental items during the March through October golf season. Any installation or use of vending machines is subject to the prior written consent of the City Representative, which consent is within the City's sole and absolute discretion.

4.10.1 Concessionaire shall be required to provide and operate a minimum of two (2) beverage/food carts in order to provide food and beverage services on the grounds of the Coal Creek Golf Course from March through October when a sufficient number of customers are golfing. City-owned or leased golf carts shall not be used for this purpose unless approved by the City. The City may authorize the use of only one (1) beverage/food cart, if the Concessionaire can demonstrate the ability to effectively service golfers on the course by alternate means. If authorized, such authorization must in writing by the Director of Parks and Recreation.

4.10.2 The Concessionaire, at its sole and absolute discretion, may purchase one used, City-owned gas powered Café Express beverage cart at a purchase price of \$10,000; or lease purchase same for \$2,500/year with the first payment due on or before July 1, 2016, second payment of \$2,500 due on or before January 2, 2017, third payment of \$2,500 due on or before January 2, 2018 and final payment of \$2,500 due on or before January 2, 2019; or lease same cart year-to-year at an annual rental fee of \$2,000; or make other arrangements necessary to provide the minimum of two beverage/food carts as per Section 4.10.1. Any purchase, lease-purchase, or lease of a City-owned cart shall be of the cart in "as is" condition and Concessionaire shall be responsible for maintenance. If Concessionaire elects to purchase, lease-purchase, or lease a City-owned cart, then prior to Concessionaire taking possession of the cart, the Concessionaire shall execute those documents required by the City to memorialize the purchase, lease-purchase, or lease.

## **ARTICLE 5**

### **Employing Illegal Aliens**

5.1 Prohibition Against Employing Illegal Aliens. Pursuant to Section 8-17.5-101, C.R.S., et seq. Concessionaire represents and agrees that as of the date of this agreement:

5.1.1 Concessionaire shall not knowingly employ or contract with an illegal alien to perform work under this contract. Concessionaire shall not enter into a contract with subcontractor that fails to certify to the Concessionaire that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this contract.

5.1.2 Concessionaire will participate in either the E-verify program or the Department program, as defined in C.R.S. § § 8-17.5-101 (3.7) and 8-17.5-101 (3.3), respectively, in order to

confirm the employment eligibility of all employees who are newly hired for employment to perform work under the public contract for services. Concessionaire is prohibited from using the E-verify program or the Department program procedures to undertake pre-employment screening of job applicants while this contract is being performed.

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

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

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

5.1.5 If Concessionaire violates a provision of this Contract required pursuant to C.R.S. § 8-17.5-102(3), City may terminate the contract for breach of contract. If the contract is so terminated, the Concessionaire shall be liable for actual and consequential damages to the City.

5.1.6 The City will notify the Office of the Secretary of State if Contractor violates this provision of this Agreement and the City terminates the Agreement for such breach pursuant to C.R.S. § 8-17.5-102(4).

## ARTICLE 6

### Term

6.1 Period. This Agreement is effective upon execution, and, unless terminated sooner, shall expire on December 31, 2020. The Concessionaire's right to occupy the Concession Space begins on February 1, 2016.

6.2 Renewal. This Agreement shall be automatically renewed for three (3) additional years through December 31, 2023 unless the Concessionaire is in default or unless one party serves written notice to the other party of its intention to terminate the Agreement, provided such written notice must be served at least ninety (90) days prior to December 31, 2020.

6.3 Holding Over. In the event that the Concessionaire, or its successor in interest, if any, shall remain beyond the term set forth herein, although no right to remain is given by this

Article, it is the intention of the parties and it is hereby agreed that a right of use from month-to-month shall then arise subject to all provisions and conditions of this Agreement in connection with such right, except that the City shall have the sole right to determine reasonable fees for any holdover period.

6.4 Early Termination: If the contract is terminated by the Concessionaire before December 31, 2020, without cause, the City shall be entitled to ownership of all improvements and fixtures installed by the Concessionaire, and shall not be required to compensate the Concessionaire for any such improvements and fixtures. Any such improvements or fixtures installed by Concessionaire shall be deemed property of the City at no cost to the City.

## ARTICLE 7

### Fee for Conducting Business

7.1 Concession Fee. For the privilege of conducting the concession operations hereunder, and the exclusive use of the Concession Space, the Concessionaire shall pay a Concession Fee as follows:

7.1.1 Concessionaire shall pay to the City a Concession Fee of five percent (5%) of all Gross Sales, payable at the times specified in Section 7.2 below. "Gross Sales" as used in this Agreement, shall mean and include the sales price of all food, beverages and other merchandise of any type whatsoever sold, and charges for all services and all other receipts from the business conducted by Concessionaire under this Agreement or in, upon or from any part of Concession Space or Coal Creek Golf Course, whether for cash or credit. Without limiting the foregoing, Gross Sales includes sales from all orders received, taken or filled at the Concession Space or Coal Creek Golf Course, whether or not filled elsewhere and also includes gift or similar certificates. Not included in "Gross Sales" are solely the following amounts: sales taxes and revenue from purchases by Concessionaire's employees (but not independent contractors) which taxes and purchases will be itemized but excluded from remittance of Gross Sales due the City.

7.1.2 The City agrees to use the initial \$20,000 in Concession Fees received from Concessionaire, as referenced in Article 7.1, for the purchase of additional concession equipment and furnishings to be used in the operation of food and beverage services at Coal Creek Golf Course. All equipment, furnishings and improvements funded by the City will become property of the City and will remain in the event the Agreement is terminated by either party and further referenced in Article 16.

7.1.3 During the term of this Agreement and in addition to the Concession Fee, Concessionaire shall at its own expense provide busing and janitorial services described in Section 8.3. Concessionaire agrees to comply with all applicable state and local health and safety regulations regarding food and beverage services.

7.2. Time of Payment; Reports. The Concessionaire shall pay the Concession Fee in semi-annual payments, no later than ten (10) days after the first day of the month of August (for the period of the immediately preceding December 1 to July 31) and December (for the period of

the immediately preceding August 1 to November 30. No later than the time of each such payment, the Concessionaire shall submit to the City a report showing the Gross Sales for the applicable period for which payment is made, which report shall be signed and certified by the Concessionaire to be true and accurate.

7.3 Interest on Past Due Amounts. Concessionaire shall pay interest on all past due amounts at the rate of eighteen percent (18%) per annum from the due date, until paid. Until paid, any Concession Fees or other amounts due the City shall constitute a lien upon the trade fixtures, equipment and personal property of Concessionaire located at City property and the Concessionaire agrees to execute and file upon City request the statement(s) required to perfect such interest.

7.4 Method of Payment. Payment for all fees under Article 7 shall be by check or money order payable to the order of "City of Louisville" and shall be mailed or personally delivered to the City Representative at 749 Main Street, Louisville, Colorado 80027.

## **ARTICLE 8**

### **Utilities, Maintenance and Janitorial Duties**

8.1 Utilities and Basic Custodial Services. Concessionaire shall pay the City \$23,000 per year payable in equal monthly installments, to cover the Food & Beverage Concessionaire's cost of gas, cable/satellite, electricity, trash/hazardous waste/recycling/composting services, local phone service, water, sewer, fire safety and security and basic professional services and custodial services ("Utilities and Basic Custodial Services Fee"). The Concessionaire shall pay the Utilities and Basic Custodial Services Fee of \$1,916.67 in monthly payments no later than ten (10) days after the first day of the month, beginning April 1, 2016. Concessionaire shall pay interest on all past due amounts at the rate of eighteen percent (18%) per annum from the due date, until paid. The City will provide the fuel for the Concessionaire's beverage cart. The Utilities and Basic Custodial Services Fee will be reviewed and is subject to annual adjustment by the City based on actual costs for utilities, fuel and custodial services.

8.2 Maintenance and Repair. The City shall maintain and repair the Clubhouse building, Concession Space and City equipment and fixtures (defined in Article 9). The Concessionaire will be responsible for 50% of the cost for repair/maintenance/replacement of City-owned equipment (defined in Article 9), unless negligence is determined and then the Concessionaire shall have total financial responsibility. Concessionaire shall submit all requests for repairs or maintenance to the City Representative. Notwithstanding anything to the contrary contained herein, the City shall not in any way be liable to the Concessionaire for failure to make repairs as herein specifically required of it unless the Concessionaire has previously notified the City in writing of a need for such repairs, and the City has failed to commence and complete said repairs within a reasonable period of time following receipt of the Concessionaire's written notification.

8.2.1 The Concessionaire shall neither hold nor attempt to hold the City liable for any injury or damage, either approximate or remote, occasioned through or caused by defective electrical wiring or the breaking or stoppage of plumbing or sewage upon the Concession Space, whether said breakage or stoppage results from freezing or otherwise.

8.3 Cleaning and Custodial. The Concessionaire shall keep the Concession Space and its fixtures clean and in good sanitary condition as required by the ordinances, resolutions, statutes and health, sanitary and police regulations of the City of Louisville, County of Boulder and State of Colorado.

8.3.1 Concessionaire shall thoroughly clean the entire Concession Space, including all equipment and fixtures, whether provided by the City or Concessionaire, the grill and exhaust, floors, counters, refrigerators and all coils at least four times per year.

8.3.2 Concessionaire is responsible for the ongoing cleanliness of the Concession Space in order to provide a clean and orderly appearance for golfers and the public, including but not limited to the following tasks, which concessionaire obligations are in addition to custodial services provided by the City: busing and cleaning tables, chairs, patio deck, floor areas and common areas/hallways, removing trash accumulations to designated recycling and trash containers, and cleaning restrooms located in the Clubhouse and patio deck.

8.3.3 Recognizing that golfers and other members of the public will use the Clubhouse restrooms in addition to the patrons of the Concessionaire, the City agrees to participate in the ongoing cleanliness of the restrooms by providing basic custodial services, as described in Section 8.1. The head Golf Course Professional and the Concessionaire's manager will monitor janitorial services and may revise restroom cleaning schedules and procedures from time to time with the approval of the Director of Parks and Recreation.

## ARTICLE 9

### Acceptance and Trade Fixtures

9.1 Concession Space, City Equipment and Fixtures. In addition to the Concession Space, the City shall provide the following "City-owned equipment":

9.1.1 Existing equipment as listed on Exhibit B, attached hereto and made a part hereof:

9.1.2 Lighting fixtures for general area illumination; and

9.1.3 Heat and air conditioning.

9.2 Acceptance. On the date of the commencement of this Agreement, Concessionaire shall acknowledge that it accepts the Concession Space as well as any City-owned equipment and fixtures "as is."

9.3 Installation of Equipment and Trade Fixtures. Except for the items listed on Exhibit B, attached hereto and made a part hereof, no equipment, trade fixtures, signs or other personal property used by Concessionaire in its business, whether or not attached to the Clubhouse or any improvements thereon, shall be installed without the prior written approval of the City.

9.4 Removal of Equipment, Trade Fixtures. Concessionaire shall have the right at any time during the term of this Agreement or upon termination and within ten (10) days thereafter, to remove all trade fixtures, equipment and other personal property owned by Concessionaire subject to any valid lien the City may have thereon for unpaid amounts due the City under this Agreement; provided, however, that this right does not apply to circumstances of early termination as described in Section 6.4. Any property not so removed by Concessionaire upon termination shall become a part of the realty on which it is located and title thereto shall vest in the City.

9.5 Additional Improvements. Once a year, Concessionaire shall submit a list of prioritized improvements requesting City funding assistance along with total estimated cost of the improvement, equipment or item, and the amount or level of participation being requested, of the City and a brief justification for the request. No improvements may be made without prior written City authorization, and nothing herein shall require the City to fund or make any specific improvement that may be requested. Any such improvements will become property of the City.

## **ARTICLE 10**

### **Damage by Concessionaire**

The Concessionaire shall be liable for and shall repair, replace or cause to be repaired or replaced within fifteen (15) days after occurrence, any damage to the Clubhouse, including the Concession Space, or to City's property, equipment and fixtures (defined in Article 9) caused by Concessionaire, its officers, agents, employees or anyone acting under its direction and control, ordinary wear and tear excepted. All repairs or replacements shall be made promptly and when necessary and shall be in a quality and of a class at least equal to the original. If the damage for which Concessionaire is liable is to the Concession Space, Concessionaire shall continue to be liable for all Concession Fees owed for the Concession Space, even if it has been rendered untenable.

## **ARTICLE 11**

### **Total or Partial Destruction**

11.1 Concession Space or Other Major Component Rendered Untenable. In case, during the term of this Agreement, the Concession Space, Clubhouse, Golf Course or any principal part of any one of them shall be destroyed or shall be so damaged by fire, flood or other casualty so as to be rendered untenable or unusable as determined by the City:

11.1.1 Then, in such event, at the option of the City or Concessionaire, the term hereby created shall cease; and this Agreement shall become null and void from the date of such damage or destruction; and Concessionaire shall immediately surrender the Concession Space and its interest therein to the City; provided, however, that the City or Concessionaire shall exercise such option to so terminate this Agreement by notice, in writing, delivered to the other party within thirty (30) days after the City's determination of untenability or unusability.

11.1.2 In the event neither the City nor Concessionaire shall elect to terminate this Agreement, this Agreement shall continue in full force and effect; and the City shall repair the Concession Space, Clubhouse, or Golf Course excluding improvements or equipment, signs, trade fixtures or other personal property installed by Concessionaire, with all reasonable speed, placing the same in as good a condition as it was at the time of the damage or destruction.

11.2 Concession Space Only Untenantable. In the event of destruction rendering only the Concession Space untenantable, the City shall endeavor, but not be obligated to make substitute premises available for Concessionaire's use. During any period of use by Concessionaire of such substitute Concession Space, the City may direct that the Concessionaire's Fee shall be abated proportionately.

11.3 Components Tenantable. If the Clubhouse, Concession Space or Golf Course shall be only injured by fire or the elements to such extent so as not to render the same untenantable and unfit for use and occupancy, the City shall repair the same with all reasonable speed.

11.4 Removal of Rubbish. In any event, upon the occurrence of damage or destruction, Concessionaire shall remove all rubbish, debris, merchandise, furniture, furnishings, equipment and other items of its personal property within five (5) days after request being made by the City.

11.5 No Claim by Concessionaire. No compensation or claim shall be made by or allowed to Concessionaire by reason of any inconvenience or annoyance arising from the necessity of repairing any portion of the Clubhouse or Coal Creek Golf Course, however the necessity may occur.

11.6 Exception for Damage Caused by Concessionaire. In the event of damage caused by Concessionaire, its officers, agents, employees or anyone acting under its direction and control as more specifically addressed in Article 10 of this Agreement, the provisions of Article 10 shall govern in any conflict between Article 10 and Article 11.

## **ARTICLE 12**

### **Indemnification and Insurance**

12.1 City's Liability. The City shall not in any way be liable for any cost, liability, damage or injury, including cost of suit and reasonable expenses of legal services, claimed or recovered by any person whomsoever or whatsoever as a result of any operations, works, acts or omissions performed within Coal Creek Golf Course and Clubhouse by Concessionaire, its agents, employees or contractors unless caused by the gross negligence or willful misconduct of the City, its employees, agents or contractors.

12.2 Indemnification. Concessionaire covenants that it will indemnify and hold the City, its officers and employees, harmless from all claims, demands, judgments, costs and expenses, and legal fees including attorneys' fees, claimed or recovered (whether justly, unjustly, falsely, fraudulently or frivolously) by any person by reason of injury to or death of any individual person or persons, or by reason of damage to, destruction or loss of use of any property, including City's personnel and City's property, directly or indirectly arising out of, resulting from

or occurring in connection with any operations, works, acts or omissions of Concessionaire. As used herein, the term "Concessionaire" includes the respective directors, officers, agents, employees, contractors and subcontractors of Concessionaire, and any person or entity acting under its direction and control. In the event a subcontractor performs any work under this Agreement the Concessionaire shall be responsible for any liability directly or indirectly arising out of the work performed by such subcontractor.

12.3 Intellectual Property Representation. Concessionaire represents that it is the owner of or is fully authorized to use any and all services, processes, machines, articles, makes, names or slogans used by it in its operation or in any way connected with this Agreement. Should the Agreement be terminated by the City or the Concessionaire, the Concessionaire agrees that the City, at its sole and absolute discretion, may continue to use the name "The Mine at Coal Creek Golf Course," to advertise, market and provide food and beverage concession services at Coal Creek Golf Course.

12.4 Concessionaire Insurance. Without limiting any of the Concessionaire's obligations hereunder, the Concessionaire shall provide and maintain insurance coverage naming the City as an additional insured under this Agreement as specified in Exhibit D, which is attached hereto and incorporated herein by this reference.

12.5 Precautions Against Injury. The Concessionaire shall take all necessary precautions in performing the operations hereunder to prevent injury to persons and property.

12.6 Failure to Insure. Failure of Concessionaire to take out and/or maintain, or the taking out and/or maintenance of any required insurance shall not relieve Concessionaire from any liability under this Agreement, nor shall the insurance requirements be construed to conflict with the obligations of Concessionaire concerning indemnification. In the event the Concessionaire fails to maintain insurance required hereunder, the City may, at its option, take out and maintain at the expense of the Concessionaire such insurance as the City may deem proper. The City may offset the cost of any such insurance from any monies that may be due or become due to the Concessionaire under this Agreement.

## **ARTICLE 13**

### **No Interest in Real Property**

Concessionaire agrees that this Agreement constitutes merely a right to use and occupy the Concession Space for a limited purpose and does not create or convey to Concessionaire any interest in real property.

## **ARTICLE 14**

### **Assignment**

The Concessionaire shall not assign this Agreement, sublet or otherwise allow any person or entity to take possession of all or any portion of the Concession Space without prior written

consent of the City nor permit any transfer by operation of law of Concessionaire's interest created hereby, other than by merger or consolidation, unless Concessionaire has obtained the prior written approval of the City. Any purported assignment without such prior written approval of the City shall be void.

## ARTICLE 15

### Right of City to Enter, Inspect and Make Repairs

15.1 In General. City and its authorized employees, agents, contractors and other representatives shall have the right (at such times as may be reasonable under the circumstances and with as little interruption to Concessionaire's operation as is reasonably practicable) to enter upon any part of the Concession Space for the following purposes:

15.1.1 To inspect such premises at reasonable intervals during regular business hours (or at any time in case of emergency) to determine whether Concessionaire has complied with and is complying with the terms and conditions of this Agreement with respect to such premises;

15.1.2 To perform or cause to be performed maintenance and make repairs and replacements; and

15.1.3 To make structural additions and alterations.

15.2 Obstruction by City. All entries made for the purposes enumerated above shall, except as otherwise provided in Article 11, Total or Partial Destruction, be without abatement of Concession Fees or damage for inconvenience. However, in the event any entry by City in the Concession Space for the purpose of making repairs or alterations as provided for in Section 15.1 above (other than repairs necessitated as a result of damage by Concessionaire under Article 10) constitutes a substantial obstruction to and impairment of Concessionaire's right of use of such Concession Space, then Concessionaire shall be entitled to a fair and just temporary abatement of the percentage rate of Gross Sales payable as Concession Fees for such premises during the period required by City to make such repairs.

15.3 Obstruction by Concessionaire. In the event that any personal property of Concessionaire shall obstruct the access of the City, its officers, employees, agents or contractors, or a utility company furnishing utility service to any of the existing utility, mechanical, electrical and other systems, and thus shall interfere with the inspection, maintenance or repair of any such system, Concessionaire shall move such property, as directed by the City or said utility company, in order that access may be had to the system or part thereof for inspection, maintenance or repair. If Concessionaire shall fail to so move such property after direction from the City or said utility company to do so, the City or the utility company may move it without liability for damage sustained in moving.

15.4 No Eviction or Abatement. Exercise of any or all of the foregoing rights in this Article, by the City, or others under right of the City, shall not be, nor be construed to be, an eviction of Concessionaire, nor be made the grounds for any abatement of Concession Fees nor any claim or demand for damages against the City, consequential or otherwise, except claims for

damages to person or property caused solely by the gross negligence or willful misconduct of the City.

## ARTICLE 16

### Default, Rights of Termination

16.1 Default by Concessionaire. Time of payment and performance is of the essence of this Agreement. Concessionaire shall be in default under this Agreement upon the occurrence of any one or more of the following events:

16.1.1 Concessionaire's failure to pay any fee or other charge when due and within five (5) working days after notice from City of such nonpayment.

16.1.2 Concessionaire's failure to present or maintain the insurance required in Section 12.4.

16.1.3 Concessionaire's assignment of any right hereunder in violation of Article 14.

16.1.4 Concessionaire's failure to perform, keep or observe any of the terms, covenants or conditions of this Agreement within seven (7) days (or such longer time as may be necessary to cure, provided that cure is commenced within the initial seven [7] days) after notice from the City specifying the nature of the deficiency with reasonable particularity and the corrective action that is to be taken within such period to cure the deficiency.

16.1.5 The filing by Concessionaire of a voluntary petition in bankruptcy, the filing of an involuntary petition in bankruptcy against Concessionaire, the taking of possession of all or substantially all of Concessionaire's assets pursuant to proceedings brought under the provisions of any federal reorganization act or the appointment of a receiver of all or substantially all of Concessionaire's assets and the failure of Concessionaire to secure the return of such assets and/or the dismissal of such proceeding within ninety (90) days after the filing.

16.1.6 The abandonment for a period of (7) days by Concessionaire of the conduct of its services and operations during the season from the beginning of March through the end of October, or for a period of fourteen (14) days during the November through February off-season.

16.1.7 The assignment by Concessionaire of its assets for the benefit of creditors.

16.1.8 The death of the majority owner of Concessionaire.

16.1.9 After written notice to the Concessionaire of any violation of the personnel conduct standards set forth in Section 4.4, above, and a hearing of the matter before the City's Director of Parks and Recreation and Human Resources Director, if such a hearing has been requested in a writing received by the Director of Parks and Recreation within ten (10) days after mailing of written notice of violation, a determination by the Director of Parks and Recreation and Human Resources Director that the alleged violation has, in fact, occurred, and that such violation materially interferes with Concessionaire's ability to perform its services hereunder in a manner

satisfactory to the City or otherwise impairs the benefits to be derived from the City by this Agreement, including the good will, satisfaction, health and safety of the general public.

## 16.2 City's Remedies on Default.

16.2.1 In the event of a default by Concessionaire, the City may terminate this Agreement effective immediately upon provision of written notice of such termination to Concessionaire. In the alternative, the City may elect to keep the Agreement in force and work with Concessionaire to cure the default. If this Agreement is terminated, the City shall have the right to take possession of the Concession Space at the time of default. Concessionaire's liability to City for damages and Concession Fees payable through the term shall survive the termination, and the City may re-enter, take possession of the Concession Space and remove any persons or property by legal action or by self-help with the use of reasonable force and without liability for damages.

16.2.2 Following re-entry or abandonment, City may make arrangements for use of the Concession Space by others and in that connection may make any suitable alterations or refurbish the Concession Space, but City shall not be required to make such arrangement for any use or purpose.

16.3 Rights and Remedies Reserved. It is understood and agreed that any rights and remedies reserved pursuant to this Article are in addition to any other rights or remedies the City may have pursuant to this Agreement or to applicable law to seek judicial enforcement, damages or any other lawful remedy.

## ARTICLE 17

### Miscellaneous Provisions

17.1 Cumulative Rights. All remedies provided in this Agreement shall be deemed cumulative and additional and not in lieu of, or exclusive of, each other or of any other remedy available to the City, or Concessionaire, at law or in equity, and the exercise of any remedy, or the existence herein of other remedies or indemnities shall not prevent the exercise of any other remedy.

17.2 Non-Waiver. The failure by either party to exercise any right or rights accruing to it by virtue of the breach of any covenant, condition or agreement herein by the other party shall not operate as a waiver of the exercise of such right or rights in the event of any subsequent breach by such other party, nor shall such other party be relieved thereby from its obligations under the terms hereof.

17.3 Non-liability of Individuals Other than Concessionaire. With the exception of Concessionaire, no director, officer, agent or employee of either party hereto shall be charged personally or held contractually liable by or to the other party under any term or provision of this Agreement or of any supplement, modification or amendment to this Agreement because of any breach thereof, or because of its or their execution or attempted execution of the same.

17.4 Liens. The Concessionaire shall not permit any mechanic's or other liens, security interest, charge, or encumbrance to be asserted or remain against the City's property such as the Concession Space, Clubhouse, Coal Creek Golf Course, or any City-owned personal property. The Concessionaire shall promptly, at its own expenses, take such action as may be necessary to duly discharge any such lien, charge, or encumbrance. If the Concessionaire does not immediately discharge any lien, charge, or encumbrance at the City's direction, the City may discharge the lien, charge, or encumbrance at the Concessionaire's expense. Any breach of this provision shall constitute a default of the Agreement.

17.5 Limitations on Use. Concessionaire shall not use, or permit the use of the Concession Space, or any part thereof, for any purpose or use other than those authorized by this Agreement. Neither shall Concessionaire permit nor suffer any disorderly noise or nuisance whatsoever about the Concession Space, Clubhouse or Coal Creek Golf Course.

17.6 Governing Law. This Agreement shall be performable and enforceable in Boulder County, Colorado, and shall be construed in accordance with the laws of the State of Colorado.

17.7 Benefits. This Agreement is made for the sole and exclusive benefit of the City and Concessionaire, their successors and assigns, and is not made for the benefit of any third party.

17.8 Construction. In the event of any ambiguity in any of the terms of this Agreement, it shall not be construed for or against any party hereto on the basis that such party did or did not author the same.

17.9 Successors and Assigns. All covenants, stipulations and agreements in this Agreement shall extend to and bind each party hereto, its legal representatives, successors and assigns.

17.10 Headings. The titles of the several articles of this Agreement are inserted herein for convenience only, and are not intended and shall not be construed to affect in any manner the terms and provisions hereof, or the interpretation or construction thereof.

17.11 Legal Fees. In the event any legal action or proceeding is brought to collect sums due or to become due hereunder or any portion thereof or to enforce compliance with this Agreement for failure to observe any of the covenants of this Agreement, the losing party agrees to pay to the prevailing party such sums as the Court may judge reasonable for legal fees and costs to be allowed in such action or proceeding and in any appeal therefrom.

17.12 Severability. In the event any covenant, condition or provision of this Agreement is held to be invalid by final judgment of any court of competent jurisdiction, the invalidity of such covenant, condition or provision shall not in any way affect any of the other covenants, conditions or provisions of this Agreement, provided that the invalidity of any such covenant, condition or provision does not materially prejudice either the City or the Concessionaire in its respective rights and obligations under the valid covenants, conditions or provisions of this Agreement.

17.13 Surrender of Possession. Upon the expiration of this Agreement or its earlier termination as herein provided, Concessionaire shall remove all of its property from Coal Creek Golf Course and surrender entire possession of its rights at Coal Creek Golf Course to City and

its improvements in accordance with Article 9 above, unless this Agreement is renewed or replaced. In event of early termination by Concessionaire without cause, Section 6.4 applies.

17.14 City Representative. The City designates the Director of Parks and Recreation as its representative who shall make, within the scope of his authority, all necessary and proper decisions with reference to this Agreement. All requests for contract interpretations, amendments and other clarifications or instructions shall be directed to the City Representative.

17.15 Notices. Notices permitted or required to be given under this Agreement shall be in writing and shall be deemed given upon personal delivery or upon deposit in the United States Mail, certified, return receipt requested, postage fully prepaid, addressed as follows or to such other address as the parties may designate from time to time by notice given in accordance with this Section:

To Concessionaire: Steven Lembke  
661 Eldorado Blvd., Apt. 631  
Broomfield, CO 80021

To the City: Director of Parks and Recreation  
City of Louisville  
749 Main Street  
Louisville, CO 80027

17.16 Paragraph Headings. Paragraph headings contained herein are for convenience and reference, and are not intended to define or limit the scope of any provisions of this Agreement.

17.17 Schedules and Exhibits. Whenever reference is made in this Agreement to a Schedule or an Exhibit, unless otherwise specifically expressed to the contrary, such Schedule or Exhibit shall be deemed attached to and by this reference incorporated in this Agreement.

17.18 Force Majeure. However, neither the City nor the Concessionaire shall be deemed in violation of this Agreement if prevented from performing any of its obligations hereunder by reason of strikes, boycotts, labor disputes, embargoes, shortage of energy or materials, acts of God, act of public enemy, acts of superior governmental authority, weather conditions, rights, rebellion, sabotage or any other circumstances that are not within its control.

17.19 No Limitation on General Powers. Nothing in this Agreement shall be construed as in any way limiting the general powers of the City to fully exercise their governmental functions or their obligations under any bond covenants or federal, state or local laws, rules or regulations.

17.20 No Relationship. Nothing contained herein shall be deemed or construed by the parties hereto nor by any third party as creating the relationship of employer and employee, principal and agent or a partnership or a joint venture between the parties hereto.

17.21 Survival. To the extent necessary to carry out all of the terms and provisions hereof, the said terms, obligations and rights set forth herein required shall survive and shall not be affected by the expiration or termination of this Agreement.

17.22 Entire Agreement. This writing, together with the exhibits hereto constitutes the entire agreement between the parties, their officers, employees, agents and assigns and supersedes all prior agreements, understandings, warranties or promises between the parties hereto, whether written, spoken or implied from the conduct of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year written above.

ATTEST:

CITY OF LOUISVILLE  
A Colorado Home Rule Municipal Corporation

\_\_\_\_\_  
Nancy Varra, City Clerk

By: \_\_\_\_\_  
Robert P. Muckle, Mayor

APPROVED AS TO FORM:

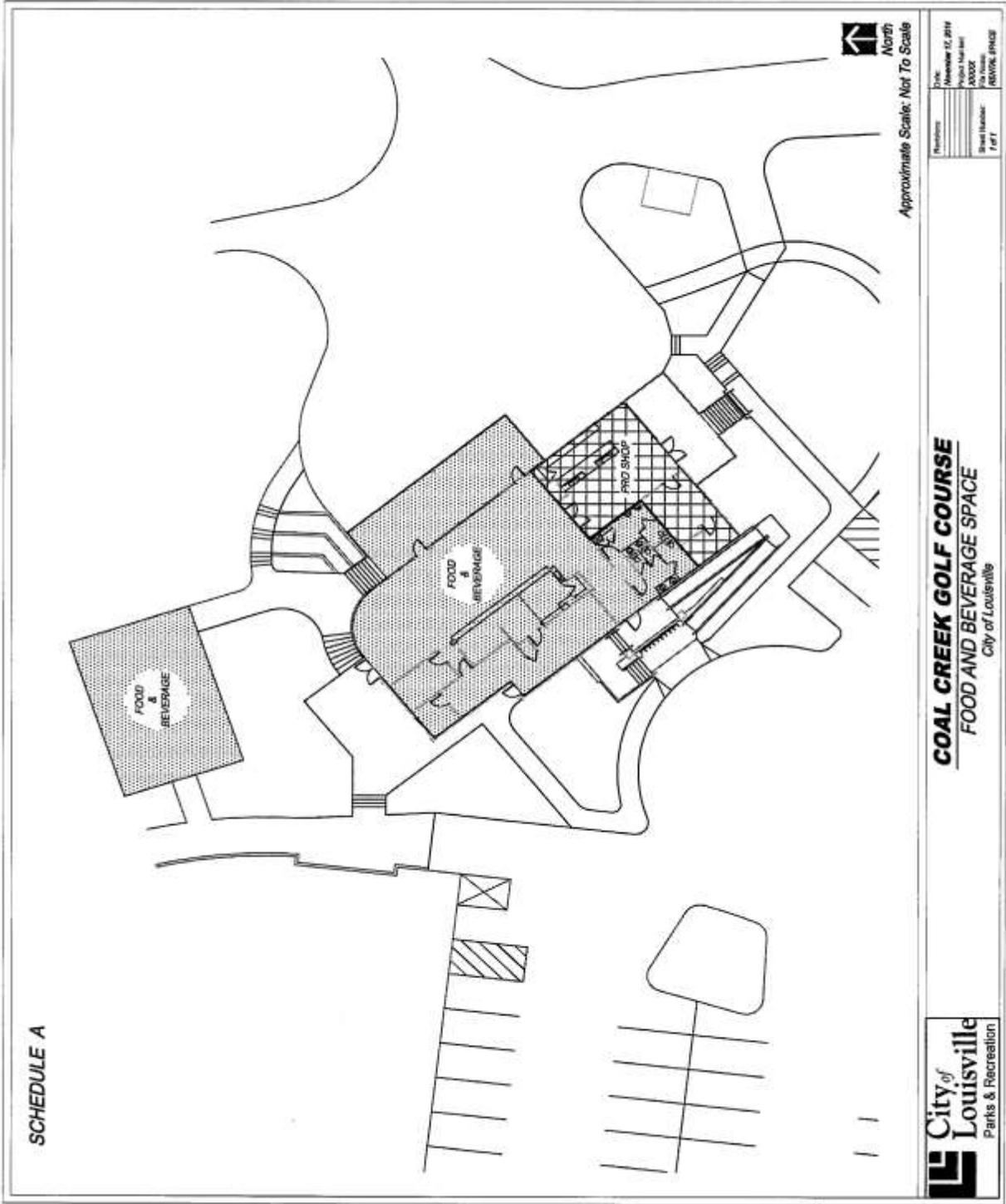
\_\_\_\_\_  
Light Kelly, P.C.  
City Attorney

CONCESSIONAIRE

\_\_\_\_\_  
Steven Lembke, an individual

# EXHIBIT A

## Food and Beverage Space



## EXHIBIT B

### Existing Equipment/Inventory

<b>Quantity</b>	<b>Description</b>
8	Brown low-level chairs
1	"Party Pack" Coors keg dispenser
1	Coffee station
1	<b>12' x 3' Rectangle Bar Table</b>
1	1oz Ice Cream Scoop
1	1oz Ladle, Stainless
1	25lb Scale
1	2oz Ladle, Stainless
1	3 Drawer Black and Grey Desk
1	<b>3' Diameter x 23 1/2" tall table</b>
1	32oz Scale
1	4 Cup, Glass Measuring Cup
1	5 1/3oz Ice Cream Scoop
1	<b>5' Diameter Round Dining Table Wood</b>
1	<b>55" Vizio Flatscreen TV's</b>
1	5lb Scale
1	<b>6' x 3' Rectangle Dining Table Wood</b>
1	6oz Ladle, Stainless
1	72" Sliding Back Bar Cooler
1	8 Cup, Glass Measuring Cup
1	Adcraft Food Warmer
1	Beverage Cart
1	Black and Decker double toaster
1	Black and Wood Venire Desk
1	<b>Black end table 32" tall x 14" wide x 47" long</b>
1	Bread Knife
1	Bunn Tea Dispenser
1	Carving Station with heat Lamp
1	Condiment Dispenser, 4 pumps
1	Continental cook Line Freezer
1	Eurodib Food Warmer
1	Eurodib Snadwich Grill
1	Food Processor
1	Fryer from Le Peep
1	Green Glass Vase
1	Grey 4 Shelf Locking Cabinet
1	Grey Cushioned Storage Trunk
1	Hobart Deli Slicer w/Sharpener
1	Instacut 3.5
1	iron arm chair bench
1	Kitchen Aid Mixer

1	Large Cone Strainer
1	Lights for patio
1	Medium Mesh Strainer
1	Mercer, Carving Knife
1	Mercer, Chief Knife
1	Mercer, Paring Knife
1	Metal Spatula, Long Wood Handle
1	Orange x White design Chair
1	Petty Knife
1	POS - ethernet switch
1	Receipt Printer purchased from Club Prophet
1	<b>Royal RR4G36 4 open burners, 36" griddle, 2 ovens</b>
1	Small Cone Strainer
1	Small Mesh Strainer
1	Sofa <b>Table 50" x 18"</b>
1	Sound System - outside speakers, apple tv, mounting of TV, ect
1	Espresso machine
1	auto chlor dishwasher
1	6' ladder
1	4 drawer file cabinet
2	1 5/8oz Ice Cream Scoop
2	1/2 Pan, Deep, Stainless, 4 Lids
2	1/2 Pan Steamer, Stainless
2	1/2 Sheet Pan
2	<b>2' Diameter x 28 1/2" tall stone tables</b>
2	<b>2' x 6 1/2" Shelves Black</b>
2	3 1/4oz Ice Cream Scoop
2	4 1/2 Qt Sauce Pan, 3 Lids
2	4.5 Qt Chafing Stand, Chrome, Round
2	6 Qt Chafing Stand, Roll Top, Gold and Chrome, Round
2	<b>65" Vizio Flatscreen TV's</b>
2	8 Qt Chafing Stand, Roll Top, Gold and Chrome
2	8" Saute Pan
2	large cutting boards
2	elo Touch Screen Monitor
2	HP Pavillion computers
2	Large mobile shelving (walk in and kitchen)
2	Mercer, Santuko Knife
2	Metal Spatula, Plastic Handle
2	Plastic Serving Bowl, Large
3	10" Saute Pan
3	18" X 21" Storage, Plastic, 13 Plastic Lids
3	20 Qt Pot, 2 Lids
3	Chafing Pan, Deep, Serve

3	Clear Plastic Serving Spoon
3	Cookie Sheet Pan
3	Misc. Chief Knife
4	1/3 Pan, Stainless
4	4 Qt Plastic Storage
4	stainless steel mixing bowls
4	Mine framed prints
4	Plastic Serving Bowl, Medium
4	Plastic Serving Bowl, Small
4	Plastic Strainer Spoon
4	Propane tanks
4	Round Souffle Cups
4	Tongs, Stainless
4	Stainless steel serving platters
4	lavazza large capacity carafes
5	1/9 Pan, Plastic
5	2 Quart Plastic Container, 5 Lids
5	<b>3' x 6 1/2" Shelves Black</b>
5	8 Qt Chafing Stand, Chrome
5	Black Plastic Seving Spoon
5	Granite Tables (cut from bar top & polished)
5	Patio Tables from Le Peep
5	Stainless Steel Spoon
5	Tongs, Black Plastic
5	lavazza carafes
6	Chafing Pan, Lids
6	Umbrella Stands
7	<b>3' x 3' x 29 1/4" reclaimed wood Dining Tables</b>
7	8oz Soup Cup
7	Outdoor Brushed Aluminum Chairs
8	1/6 Pan, 4', Stainless, 8 Stainless Lids
8	Chafing Pan, Deep
8	Tongs, Stainless ,6" Pom
9	1/6 Pan, 4", Plastic
9	8 Quart Plastic Container, 8 Lids
9	Round White Coffee Cups
9	Sugar Dispensers
10	Coffee Creamers
12	Bar Stools
12	Chafing Pan, Shallow, Serve
12	iron arm chairs outdoors
14	Square Dinner Plates W/Flower Pattern
15	Glass Sugar Caddies
15	Plastic Pitchers

17	1/6 Pan, 6", Plastic, 20 Plastic Lids
20	Rocks Glasses
24	Champagne Flutes
28	Black Plastic Oval Baskets
30	4" Round Plates
35	Pint Glasses
36	steak knives pointed tip
39	Black Wooden Dining Chairs
42	Soup Spoons
42	Coffee plates
44	Steak Knives Round Tip
48	Square Coffee Cups
72	9" Round Plates
76	sysco coffee cups
89	Tea Spoons
116	Forks
148	Dinner Knives
166	Pint beer glasses
3	1/3 Pan, Plastic, 1 Plastic Lid

**EXHIBIT C**  
**Equipment Provided by Concessionaire**

**EXHIBIT D**  
**City of Louisville Insurance Requirements**

The Concessionaire agrees to provide insurance coverage as provided below, from insurance companies acceptable to the City, and shall pay all costs of obtaining the same. The City, its officers, agents and employees shall be named as additional insureds on the Concessionaire's general liability and liquor liability insurance policy in relation to any claims arising from the performance of this Agreement.

Proof of Commercial General Liability insurance must be presented within 15 days of mutual execution of this Agreement. All other Certificates of Insurance coverage must be presented at least 15 days prior to the date of commencement of Concessionaire's occupancy of the Clubhouse.

Certificates of Insurance reflecting the type, amount, class of operations covered, effective dates, and date of expiration of all policies, and containing the following statement, or a substantially similar statement, must be provided to the City:

"The insurance coverage by this certificate will not be cancelled or materially altered, except after ten (10) days written notice has been received by the City of Louisville, Colorado."

**Minimum Insurance Coverage Limits**

\$1,000,000 - Liquor Liability, per occurrence
\$1,000,000 - Commercial General Liability with Combined Single Limit of \$2,000,000 Aggregate
Statutory - Workers' Compensation Coverage A
\$100,000/\$500,000/\$100,000 – Workers' Compensation Coverage B
\$1,000,000 – Products Liability

# CITY OF LOUISVILLE, COLORADO



## REQUEST FOR PROPOSALS For FOOD and BEVERAGE CONCESSIONS

COAL CREEK GOLF COURSE  
585 W. DILLON ROAD  
LOUISVILLE, CO 80027

## REQUEST FOR PROPOSAL FOR FOOD AND BEVERAGE CONCESSIONS

### Section 1: Summary of Request

The City of Louisville, Colorado is accepting proposals from qualified food and beverage contractors (“contractor”) to operate Food and Beverage Concessions for Coal Creek Golf Course located at 585 W. Dillon Road, Louisville, Colorado. Please review the following pages for complete information on the request for proposal process.

#### Timeline of Activities and Proposal Format

- Eight (8) copies of each proposal shall be submitted per the RFP and one copy in MS Word or PDF on a CD.
- The City of Louisville will receive proposals in response to this RFP until 5:00 p.m., “our clock” on November 10, 2015. Proposals received after that time will not be reviewed. Proposals must be in a sealed envelope plainly marked with the project name “Coal Creek Golf Course Food and Beverage Concessions” and shall be addressed as follows:

Joe Stevens  
City of Louisville  
749 Main Street  
Louisville, CO 80027

- Interviews of applicants selected by City for interview – beginning the week of November 16, 2015
- Anticipate final selection approximately November 24, 2015
- Contract signed by City Council approximately December 15, 2015

### Section 2: Scope of Work

The Scope of Work shall include but is not limited to the following:

- The concessionaire shall furnish and pay for all equipment, except as otherwise provided by the City in subsequent agreement. All goods, labor, transportation, supervision and services necessary to provide food and beverage services in accordance with an agreement to be entered into between the concessionaire and the City.
- Services provided by the concessionaire shall include the maintenance of an adequate stock of food and beverage supplies, condiments, dishes, silverware, napkin dispensers, salt and pepper shakers, cups and glassware, and any kitchen utensils or bar equipment, if necessary, to serve the demand for such items at the Coal Creek Golf Course, as well as paying for all cable and/or satellite television services in the clubhouse except for the pro shop.

- Concessionaire acknowledges the desire and obligation of the City to provide the public high quality food and beverages and a high level of public service. Therefore, concessionaire agrees to offer for sale from the concession space only good quality food and beverages at fair and competitive pricing, relative to comparable restaurant facilities in Louisville. If, in the opinion of the City, the pricing is not comparable, or the selection of items offered is inadequate or not of good quality, or if any of the items are found to be objectionable for display and/or sale in a public facility, then the pricing shall change or the items shall be removed or replaced as required by the City. The City Representative shall meet and confer with concessionaire regarding such matters. However, concessionaire acknowledges that the City's determination as to the same shall be conclusive.
- Concessionaire shall submit to the City for review a list of all items to be sold in the concession area, and proposed prices for all such items. The concessionaire shall submit to the City in writing all subsequent item and price changes.
- Special Events Option. Concessionaire shall have the first option, upon request by the City or the Coal Creek Golf Professional, but shall not be obligated, to provide luncheons or other meals for special occasions, including but not limited to association meetings and tournaments. In the event such a request is made and concessionaire elects not to provide such services, the City or the Coal Creek Golf Professional may provide food and beverage services through other means. Such services shall not make use of the concession space, unless approved by concessionaire.
- Concessionaire Personnel. Concessionaire shall control the conduct and demeanor of its agents and employees. If the City so requests, concessionaire agrees to supply and require its employees to wear suitable attire and to wear or carry badges or other suitable means of identification, the form of which shall be subject to prior and continuing approval of the City.
- The concessionaire agrees to provide to the City at all times a current list of employees, volunteers, and other representatives or agents of concessionaire that will be working on behalf of concessionaire in providing services to the City under an agreement to be entered into between the City and the selected concessionaire. The concessionaire and the City acknowledge and agree that certain services provided by concessionaire will require that employees, volunteers, and other representatives or agents of concessionaire act in positions of trust which will entail the handling of and accounting for City property, or direct contact with youth and other members of the general public.
- Statements, Recordkeeping and Audits. Concessionaire shall keep books and records of the business, including an accounting of all revenue and expenses of the concession operation, in accordance with good accounting practice and in

such form as is satisfactory to the City.

- Physical Interference. Concessionaire shall not do, nor permit to be done, anything which may interfere with the effectiveness or accessibility of the drainage system, sewerage system, fire protection system, sprinkler system, alarm system and fire hydrants and hoses, if any, installed or located in the clubhouse or elsewhere at Coal Creek Golf Course.
- Taxes. Concessionaire agrees to pay all local, state and federal social security, unemployment insurance, sales, use, personal property, possessory interest, and other taxes, assessments and payments-in-lieu of which may be levied or charged by the State, County, City of Louisville or other tax-levying body upon or with respect to Food & Beverage Services at Coal Creek Golf Course.
- Licenses. Concessionaire agrees to obtain and pay for all licenses necessary in connection with its operation, including but not limited to, a County Health Department Food Services Establishment inspection, a Hotel-Restaurant with Optional Premises Liquor License, and a City business license and/or occupation license. Failure to qualify for a liquor license or other required license, or failure to obtain any such license within ninety (90) days of execution of this agreement shall constitute a default hereunder.
- Any such licenses held by the concessionaire in connection with this agreement shall be surrendered by the concessionaire upon termination of this agreement.
- Upon concessionaire's surrender of all licenses and acquisition of new licenses by such replacement concessionaire as the City may select, the City shall reimburse concessionaire for such proportional amount of the cost of the license as may be attributable to any remaining period which may exist from the date of concessionaire's surrender to license expiration.
- For the purpose of the Hotel-Restaurant with Optional Premises Liquor License, the "premises" shall be defined to include The Clubhouse, Patio, the Outdoor Shelter and the entire grounds of Coal Creek Golf Course. The clubhouse will accommodate up to 120 persons for dining. The patio and the outdoor shelter will more than double capacity for food, beverage and banquet services.
- Vending Machines/Beverage Carts. This agreement does not contemplate concessionaire's use of vending machines in the supplying of food, beverages or incidental items during the April through September golf season. Any installation or use of vending machines is subject to the prior written consent of the City Representative.
- Concessionaire may be required to provide and operate a minimum of two (2) beverage/food carts in order to provide food and beverage services on the grounds of the golf course from April through September when a sufficient

number of customers, as determined by the City, are golfing. City-owned or leased golf carts shall not be used for this purpose unless approved by the City. The City currently owns one Food & Beverage Cart that is in very good condition. The selected concessionaire will be authorized to use this Food & Beverage Cart as part of an executed agreement.

### **Section 3: Standard Terms and Conditions**

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

- This request for proposals is not an offer to contract. The provisions in this RFP and any purchasing policies or procedures of the City are solely for the fiscal responsibility of the City, and confer no rights, duties or entitlements to any party submitting proposals. The City of Louisville reserves the right to reject any and all proposals, to consider alternatives, to waive any informalities and irregularities, to abandon the project and this RFP at any time, and to re-solicit proposals.
- The City of Louisville reserves the right to conduct such investigations of and discussions with those who have submitted proposals or other entities as they deem necessary or appropriate to assist in the evaluation of any proposal or to secure maximum clarification and completeness of any proposal.
- The successful proposer shall be required to sign a contract with the City in a form provided by and acceptable to the City. The contractor shall be an independent contractor of the City.
- The City of Louisville assumes no responsibility for payment of any expenses incurred by any proponent as part of the RFP process.
- The following criteria will be used to evaluate all proposals:
  - The contractor's interest in the services which are the subject of this RFP, as well as their understanding of the scope of such services and the specific requirements of the City of Louisville.
  - The reputation, experience, and efficiency of the contractor.
  - The ability of the contractor to provide quality services within time and funding constraints.
  - The general organization of the proposal: Special consideration will be given to submittals which are appropriate, address the goals; and provide in clear and concise format the requested information.
  - An estimate of the gross annual revenue projected to the concessionaire and net annual projected revenue due the City of Louisville and your assumptions justifying your projections based on your RFP submittal and subject to final negotiation if you are a preferred concessionaire selected to continue in the selection process.

- Other selection factors within this RFP or the City's purchasing policies, or that City determines are relevant to consideration of the best interests of the City.
- All responses to this RFP become the property of the City upon receipt and regardless of selection or rejection, and will not be returned, except that the City may return late responses submitted after the response deadline. Any trade secrets or confidential commercial or financial information submitted with any response is subject to potential disclosure, and submitting it constitutes proposer's waiver of any recourse against the City in respect to disclosure and proposer's agreement to indemnify the City for any costs, legal fees or expenses incurred in relation to any proceeding concerning disclosure of such information. Any trade secrets or confidential commercial or financial information submitted with a response shall be clearly segregated and marked; provided; however, that neither cost information nor the total RFP will be considered proprietary. The City will notify the vendor of any request for disclosure of information so segregated and marked that may be subject to nondisclosure, and it will be the responsibility of the vendor to object.

#### **Section 4: Required Submittals**

- Provide the name, address, and email address of contractor. If an entity, provide the legal name of the entity and the names of the entity's principal(s) who is proposed to provide the services.
- Provide a review of your qualifications and briefly explain how you plan to complete the required tasks.
- Provide references for your work.
- Provide the completed pre-contract certification (Exhibit B) and return your proposal.
- Sample menu, pricing structures
- Marketing, promotions and target audiences
- Strategy for working with and coordinating Food & Beverage Services with the golf course operation.

Thank you, we look forward to reviewing your proposal.

## **Request for Proposals for Food and Beverage Concessions at Coal Creek Golf Course**

The City of Louisville Parks and Recreation Department is soliciting sealed proposals from qualified restaurant operators for the year-round operation of the food and beverage concessions at Coal Creek Golf Course. Coal Creek Golf Course opened in 1990 and has averaged 32,000 rounds played per year up until the golf course was closed due to a September 2013 flood that forced closure. Coal Creek Golf Course re-opened with a Grand Re-Opening Celebration on June 27, 2015 and anticipates gross concession sales in 2015 of \$163,000. The average food and beverage sales for Coal Creek from 2011 through 2012 was \$249,000.

This facility includes the restaurant/bar with seating with indoor and outdoor seasonal seating, and on-course beverage cart operations.

### **General terms for your consideration:**

- The intent of the City would be to enter into a 4 year agreement, with an automatic 3 year extension based on satisfactory performance by the Concessionaire.
- This agreement would give Concessionaire exclusive right to provide for sale of all food, beverages, and catering services at the Golf Course.
- The City will generally furnish existing equipment, furniture, fixtures, point of sale system, and one beverage cart. Concessionaire would be required to provide a smallwares package and one additional beverage cart. Specific lists of city owned equipment will be provided prior to final negotiations.
- Concessionaire would be required to obtain all permits and licenses required for the business including, but not limited to, a Food and Restaurant Liquor License.
- Concessionaire would be required to procure and maintain minimum insurance coverage's including but not limited to Commercial General Liability with a single limit of \$1,000,000 per occurrence, \$2,000,000 aggregate, automobile liability with a minimum \$600,000 limit, workers' compensation, and risk insurance for replacement value of City owned equipment and personal property.
- Concessionaire would pay 75% of all clubhouse utilities including gas, music, telephone, water and sewer associated and excepting electric which shall be paid at 25% by the concessionaire. Assumes 75% of the clubhouse is dedicated to Food and Beverage services excepting electric service for the electric golf carts in the basement. The Concessionaire would pay for all trash removal. To assist with your RFP and projecting your share of utilities, 100% of projected utility cost for 2015 are estimated as follows: Gas \$3,000, trash removal \$2,280, electricity \$18,500, water \$1,800 and sewer \$600.

- The City would provide maintenance and repairs to the facilities. The Concessionaire would provide maintenance and repairs to equipment. Equipment will be provided “as is” and any replacement or repair shall be at the City’s discretion and subject to negotiation. The Concessionaire would provide custodial service for the food service areas including restrooms within the building. Parking lot and parking lot landscape will be the responsibility of the City.
- The food service operation should be open for business not less than one-half hour before the first available tee time and remain open until at least one hour after sunset during the golf season (April 1 to September 30). Hours of business during the off-season should be no less than 7:30 a.m. to no earlier than sundown during those months. However, the concessionaire shall not be required to operate the concession when the golf course is closed due to bad weather.
- The City would have annual approval of menu items, prices, and beverage vendors.

\* Please reference Section 2: Scope of Work for additional consideration.

**All proposals must include and/or acknowledge the following information:**

- **Contact:** Name, address, telephone, email, of proposing business. Please also clearly identify owners and individuals who the City would be working with from the proposing business.
- **Experience:** Restaurant and concessions experience including dates and contacts. This should identify ownership versus employment experience. Golf and banquet experience is preferred, but not required.
- **Financials:** Financial information for your business that includes balance sheet, income statement, and any other information that may be requested by the City of Louisville Finance Director.
- **Menu:** Provide a suggested list of restaurant and banquet menu items to be served, including specifications and prices. Provide a list of vendors or suppliers that would be used for your operation.
- **Marketing:** A detailed plan of how you would market and your target audiences along with your ideas for a “soft opening” before the golf course opens for full play. The City is interested in hearing your ideas for serving golfers, league play,

and non-golfers that might enjoy a special occasion, banquet, holiday get-together or a leisurely lunch at Coal Creek.

- **Fee Proposal:** The City of Louisville is requesting a minimum monthly base fee, with an additional fee determined by a percentage of gross sales minus sales tax. Please clearly identify both in your proposal. Please also identify or provide any other alternate types of compensation that may be intended as part of an agreement with the City. A “signing bonus” (one-time payment to the City) may also be considered in combination with the minimum monthly base fee. Improvements or investments that you may consider for the Food and Beverage side of the clubhouse should also be documented.

A Pre-Proposal Tour will be held on October 28 at 9:00 a.m. at the Coal Creek Golf Course Clubhouse, 585 W. Dillon Road, Louisville, Colorado. It is strongly suggested that you attend this tour if you intend to submit a proposal.

Sealed proposals should be clearly marked Coal Creek Golf Course Food and Beverage Concession Proposal and mailed to:

Joe Stevens  
City of Louisville  
749 Main Street  
Louisville, CO 80027

Or delivered to:

Joe Stevens  
City of Louisville Parks & Recreation Administrative Office  
717 Main Street  
Louisville, CO 80027

The City of Louisville reserves the right to select a proposal that is in the best interest of the City of Louisville. The right is also reserved to reject any or all proposals.

Questions regarding this Request for Proposal should be directed to Joe Stevens, Parks and Recreation Director at 303-335-4731, or at [joes@louisvilleco.gov](mailto:joes@louisvilleco.gov)

# Pre-Contract Certification Form

## Exhibit B

### City of Louisville Prohibition Against Employing Illegal Aliens

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

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

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

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

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

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

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

The undersigned hereby certifies as follows:

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

Proposer:

\_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

\_\_\_\_\_  
Date

# **Sample Independent Contractor Agreement**

**INDEPENDENT CONTRACTOR AGREEMENT  
BY AND BETWEEN THE CITY OF LOUISVILLE  
AND \_\_\_\_\_  
FOR \_\_\_\_\_ SERVICES**

**1.0 PARTIES**

The parties to this Agreement are the **City of Louisville**, a Colorado home rule municipal corporation, hereinafter referred to as the “City”, and \_\_\_\_\_, [Name of Contractor] a \_\_\_\_\_ [State of Formation and Type of Entity], hereinafter referred to as the “Contractor”.

**2.0 RECITALS AND PURPOSE**

- 2.1 The City desires to engage the Contractor for the purpose of providing \_\_\_\_\_ services as further set forth in the Contractor’s Scope of Services (which services are hereinafter referred to as the “Services”).
- 2.3 The Contractor represents that it has the special expertise, qualifications and background necessary to complete the Services.

**3.0 SCOPE OF SERVICES**

The Contractor agrees to provide the City with the specific Services and to perform the specific tasks, duties and responsibilities set forth in Scope of Services attached hereto as Exhibit “A” and incorporated herein by reference. Contractor shall furnish all tools, labor and supplies in such quantities and of the proper quality as are necessary to professionally and timely perform the Services. Contractor acknowledges that this Agreement does not grant any exclusive privilege or right to supply Services to the City.

**4.0 COMPENSATION**

- 4.1 The City shall pay the Contractor for Services under this Agreement a total not to exceed the amounts set forth in Exhibit “B” attached hereto and incorporated herein by this reference. For Services compensated at hourly or per unit rates, or on a per-task basis, such rates or costs per task shall not exceed the amounts set forth in Exhibit B. The City shall pay mileage and other reimbursable expenses (such as meals, parking, travel expenses, necessary memberships, etc.) which are deemed necessary for performance of the Services and which are pre-approved by the City Manager. The foregoing amounts of compensation shall be inclusive of all costs of whatsoever nature associated with the Contractor’s efforts, including but not limited to salaries, benefits, overhead, administration, profits, expenses, and outside Contractor fees. The Scope of Services and payment therefor shall only be changed by a properly authorized amendment to this Agreement. No City employee has the authority to bind the City with regard to any payment for any Services which exceeds the amount payable under the

terms of this Agreement.

- 4.2 The Contractor shall submit monthly an invoice to the City for Services rendered and a detailed expense report for pre-approved, reimbursable expenses incurred during the previous month. The invoice shall document the Services provided during the preceding month, identifying by work category and subcategory the work and tasks performed and such other information as may be required by the City. The Contractor shall provide such additional backup documentation as may be required by the City. The City shall pay the invoice within thirty (30) days of receipt unless the Services or the documentation therefor are unsatisfactory. Payments made after thirty (30) days may be assessed an interest charge of one percent (1%) per month unless the delay in payment resulted from unsatisfactory work or documentation therefor.

## **5.0 PROJECT REPRESENTATION**

- 5.1 The City designates \_\_\_\_\_ as the responsible City staff to provide direction to the Contractor during the conduct of the Services. The Contractor shall comply with the directions given by \_\_\_\_\_ and such person's designees.
- 5.2 The Contractor designates \_\_\_\_\_ as its project manager and as the principal in charge who shall be providing the Services under this Agreement. Should any of the representatives be replaced, particularly \_\_\_\_\_, and such replacement require the City or the Contractor to undertake additional reevaluations, coordination, orientations, etc., the Contractor shall be fully responsible for all such additional costs and services.

## **6.0 TERM**

The term of this Agreement shall be \_\_\_\_\_, 20\_\_ to \_\_\_\_\_, 20\_\_, unless sooner terminated pursuant to Section 13, below. The Contractor's Services under this Agreement shall commence upon execution of this Agreement by the City and Contractor shall proceed with diligence and promptness so that the Services are completed in a timely fashion consistent with the City's requirements.

## **7.0 INSURANCE**

- 7.1 The Contractor agrees to procure and maintain, at its own cost, the policies of insurance set forth in Subsections 7.1.1 through 7.1.4. The Contractor shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to this Agreement by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types. The coverages required below shall be procured and maintained with forms and insurers acceptable to the City. All coverages

shall be continuously maintained from the date of commencement of Services hereunder. The required coverages are:

- 7.1.1 Workers' Compensation insurance as required by the Labor Code of the State of Colorado and Employers Liability Insurance. Evidence of qualified self-insured status may be substituted.
  - 7.1.2 General Liability insurance with minimum combined single limits of ONE MILLION DOLLARS (\$1,000,000) each occurrence and TWO MILLION DOLLARS (\$2,000,000) aggregate. The policy shall include the City of Louisville, its officers and its employees, as additional insureds, with primary coverage as respects the City of Louisville, its officers and its employees, and shall contain a severability of interests provision.
  - 7.1.3 Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than ONE HUNDRED AND FIFTY THOUSAND DOLLARS (\$150,000) per person in any one occurrence and SIX HUNDRED THOUSAND DOLLARS (\$600,000) for two or more persons in any one occurrence, and auto property damage insurance of at least FIFTY THOUSAND DOLLARS (\$50,000) per occurrence, with respect to each of Contractor's owned, hired or non-owned vehicles assigned to or used in performance of the Services. If the Contractor has no owned automobiles, the requirements of this paragraph shall be met by each officer or employee of the Contractor providing services to the City of Louisville under this contract.
  - 7.1.4 Professional Liability coverage with minimum combined single limits of ONE MILLION DOLLARS (\$1,000,000) each occurrence and ONE MILLION DOLLARS (\$1,000,000) aggregate.
- 7.2 The Contractor's general liability insurance and automobile liability and physical damage insurance shall be endorsed to include the City, and its elected and appointed officers and employees, as additional insureds, unless the City in its sole discretion waives such requirement. Every policy required above shall be primary insurance, and any insurance carried by the City, its officers, or its employees, shall be excess and not contributory insurance to that provided by the Contractor. Such policies shall contain a severability of interests provision. The Contractor shall be solely responsible for any deductible losses under each of the policies required above.
- 7.3 Certificates of insurance shall be provided by the Contractor as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect, and shall be subject to review and approval by the City. No required coverage shall be cancelled, terminated or materially changed until at least 30 days prior written notice has been given to the City. The City reserves

the right to request and receive a certified copy of any policy and any endorsement thereto.

- 7.4 Failure on the part of the Contractor to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of contract upon which the City may immediately terminate this Agreement, or at its discretion may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the City shall be repaid by Contractor to the City upon demand, or the City may offset the cost of the premiums against any monies due to Contractor from the City.
- 7.5 The parties understand and agree that the City is relying on, and does not waive or intend to waive by any provision of this contract, the monetary limitations (presently \$150,000 per person and \$600,000 per occurrence) or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, § 24-10-101 et seq., 10 C.R.S., as from time to time amended, or otherwise available to the City, its officers, or its employees.

## **8.0 INDEMNIFICATION**

To the fullest extent permitted by law, the Contractor agrees to indemnify and hold harmless the City, and its elected and appointed officers and its employees, from and against all liability, claims, and demands, on account of any injury, loss, or damage, which arise out of or are connected with the Services hereunder, if such injury, loss, or damage is caused by the negligent act, omission, or other fault of the Contractor or any subcontractor of the Contractor, or any officer, employee, or agent of the Contractor or any subcontractor, or any other person for whom Contractor is responsible. The Contractor shall investigate, handle, respond to, and provide defense for and defend against any such liability, claims, and demands. The Contractor shall further bear all other costs and expenses incurred by the City or Contractor and related to any such liability, claims and demands, including but not limited to court costs, expert witness fees and attorneys' fees if the court determines that these incurred costs and expenses are related to such negligent acts, errors, and omissions or other fault of the Contractor. The City shall be entitled to its costs and attorneys' fees incurred in any action to enforce the provisions of this Section 8.0. The Contractor's indemnification obligation shall not be construed to extend to any injury, loss, or damage which is caused by the act, omission, or other fault of the City.

## **9.0 QUALITY OF WORK**

Contractor's Services shall be performed in accordance with the highest professional workmanship and service standards in the field to the satisfaction of the City.

## **10.0 INDEPENDENT CONTRACTOR**

It is the expressed intent of the parties that the Contractor is an independent contractor and not the agent, employee or servant of the City, and that:

- 10.1. CONTRACTOR SHALL SATISFY ALL TAX AND OTHER GOVERNMENTALLY IMPOSED RESPONSIBILITIES INCLUDING, BUT NOT LIMITED TO, PAYMENT OF STATE, FEDERAL AND SOCIAL SECURITY TAXES, UNEMPLOYMENT TAXES, WORKERS' COMPENSATION AND SELF-EMPLOYMENT TAXES. NO STATE, FEDERAL OR LOCAL TAXES OF ANY KIND SHALL BE WITHHELD OR PAID BY THE CITY.**
- 10.2. CONTRACTOR IS NOT ENTITLED TO WORKERS' COMPENSATION BENEFITS EXCEPT AS MAY BE PROVIDED BY THE INDEPENDENT CONTRACTOR NOR TO UNEMPLOYMENT INSURANCE BENEFITS UNLESS UNEMPLOYMENT COMPENSATION COVERAGE IS PROVIDED BY THE INDEPENDENT CONTRACTOR OR SOME ENTITY OTHER THAN THE CITY.**
- 10.3.** Contractor does not have the authority to act for the City, or to bind the City in any respect whatsoever, or to incur any debts or liabilities in the name of or on behalf of the City.
- 10.4.** Contractor has and retains control of and supervision over the performance of Contractor's obligations hereunder and control over any persons employed by Contractor for performing the Services hereunder.
- 10.5.** The City will not provide training or instruction to Contractor or any of its employees regarding the performance of the Services hereunder.
- 10.6.** Neither the Contractor nor any of its officers or employees will receive benefits of any type from the City.
- 10.7.** Contractor represents that it is engaged in providing similar services to other clients and/or the general public and is not required to work exclusively for the City.
- 10.8.** All Services are to be performed solely at the risk of Contractor and Contractor shall take all precautions necessary for the proper and sole performance thereof.

**10.9.** Contractor will not combine its business operations in any way with the City's business operations and each party shall maintain their operations as separate and distinct.

## **11.0 ASSIGNMENT**

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

## **12.0 DEFAULT**

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

## **13.0 TERMINATION**

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

13.2 In addition to the foregoing, this Agreement may be terminated by the City for its convenience and without cause of any nature by giving written notice at least fifteen (15) days in advance of the termination date. In the event of such termination, the Contractor will be paid for the reasonable value of the Services rendered to the date of termination, not to exceed a pro-rated daily rate, for the Services rendered to the date of termination, and upon such payment, all obligations of the City to the Contractor under this Agreement will cease. Termination pursuant to this Subsection shall not prevent either party from exercising any other legal remedies which may be available to it.

## **14.0 INSPECTION AND AUDIT**

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

## **15.0 DOCUMENTS**

All computer input and output, analyses, plans, documents photographic images, tests, maps, surveys, electronic files and written material of any kind generated in the performance of this Agreement or developed for the City in performance of the Services are and shall remain the sole and exclusive property of the City. All such materials shall

be promptly provided to the City upon request therefor and at the time of termination of this Agreement, without further charge or expense to the City and in hardcopy or an electronic format acceptable to the City, or both, as the City shall determine. Contractor shall not provide copies of any such material to any other party without the prior written consent of the City. Contractor shall not use or disclose confidential information of the City for purposes unrelated to performance of this Agreement without the City's written consent.

## **16.0 ENFORCEMENT**

- 16.1 In the event that suit is brought upon this Agreement to enforce its terms, the parties shall each bear and be responsible for their own attorneys' fees and court costs.
- 16.2 Colorado law shall apply to the construction and enforcement of this Agreement. The parties agree to the jurisdiction and venue of the courts of Boulder County and the federal district court for the District of Colorado in connection with any dispute arising out of or in any matter connected with this Agreement.

## **17.0 COMPLIANCE WITH LAWS; WORK BY ILLEGAL ALIENS PROHIBITED**

- 17.1 Contractor shall be solely responsible for compliance with all applicable federal, state, and local laws, including the ordinances, resolutions, rules, and regulations of the City; for payment of all applicable taxes; and obtaining and keeping in force all applicable permits and approvals.
- 17.2 Exhibit B, the "City of Louisville Public Services Contract Addendum-Prohibition Against Employing Illegal Aliens", is attached hereto and incorporated herein by reference. There is also attached hereto a copy of Contractor's Pre-Contract Certification which Contractor has executed and delivered to the City prior to Contractor's execution of this Agreement.

## **18.0 INTEGRATION AND AMENDMENT**

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

## **19.0 NOTICES**

All notices required or permitted under this Agreement shall be in writing and shall be given by hand delivery, by United States first class mail, postage prepaid, registered or certified, return receipt requested, by national overnight carrier, or by facsimile transmission, addressed to the party for whom it is intended at the following address:

If to the City:

City of Louisville  
Attn: City Manager  
749 Main Street  
Louisville, Colorado 80027  
Telephone: (303) 335-4533  
Fax: (303) 335-4550

If to the Contractor:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Any such notice or other communication shall be effective when received as indicated on the delivery receipt, if by hand delivery or overnight carrier; on the United States mail return receipt, if by United States mail; or on facsimile transmission receipt. Either party may by similar notice given, change the address to which future notices or other communications shall be sent.

## **20.0 EQUAL OPPORTUNITY EMPLOYER**

20.1 Contractor will not discriminate against any employee or applicant for employment because of age 40 and over, race, sex, color, religion, national origin, disability, genetic information, sexual orientation, veteran status, or any other applicable status protected by state or local law. Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to any status set forth in the preceding sentence. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notice to be provided by an agency of the federal government, setting forth the provisions of the Equal Opportunity Laws.

20.2 Contractor shall be in compliance with the applicable provisions of the American with Disabilities Act as enacted and from time to time amended and any other applicable federal, state, or local laws and regulations. A signed, written certificate stating compliance with the Americans with Disabilities Act may be requested at any time during the life of this Agreement or any renewal thereof.

In witness whereof, the parties have executed this Agreement to be effective as of the day and year of signed by the City.

CITY OF LOUISVILLE,  
a Colorado home rule municipal corporation

By: \_\_\_\_\_  
Robert P. Muckle, Mayor

\_\_\_\_\_  
Date

Attest: \_\_\_\_\_  
Nancy Varra, City Clerk

\_\_\_\_\_  
Date

Date: \_\_\_\_\_

CONTRACTOR:

\_\_\_\_\_

By: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Date

**Exhibit A – Scope of Services**

**[See Following Page(s)]**

## Exhibit B

### City of Louisville Prohibition Against Employing Illegal Aliens

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

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

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

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

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

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

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

The undersigned hereby certifies as follows:

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

Proposer:

\_\_\_\_\_

By \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_

Date

**DISCLOSURE STATEMENT**

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

NO KNOWN RELATIONSHIPS EXIST

---

RELATIONSHIP EXISTS (Please explain relationship)

---

---

I CERTIFY THAT:

1. I, as an officer of this organization, or per the attached letter of authorization, am duly authorized to certify the information provided herein are accurate and true as of the date; and
  
2. My organization shall comply with all State and Federal Equal Opportunity and Non-Discrimination requirements and conditions of employment.

---

Printed or Typed Name

---

Title

---

Signature

# The Mine

## Breakfast Menu

FRUIT, YOGURT, & GRANOLA.....\$7

BUILD YOUR OWN OMELETTE.....\$7

Served with breakfast potatoes, choice of toasted bread.

Add sausage, ham, or bacon.....\$2

Add cheese: cheddar, Swiss, or pepper jack.....\$1

Additional items. ....\$.50 for each additional item

Choices: tomatoes, onions, broccoli, mushrooms, spinach, green or red peppers, green onions, black beans, avocado, pico de gallo, salsa.

Burrito.....\$10

Comes with eggs, pepper jack cheese, potatoes, rice or potatoes, black beans, sour cream, lettuce, and tomatoes. On a warm flour or spinach tortilla, topped with green chili.

Miner's Miner Breakfast.....\$9

2 eggs anyway choice of ham, sausage or bacon, breakfast potatoes, choice of toasted breads.

Miner's Pockets:

Ham, egg and cheddar

Sausage, egg and Swiss

Veggie: broccoli, onion, mushroom and Swiss.

Lorraine: bacon, egg and green onions

Toast:

Whole wheat, white, English muffin....\$2

Gluten free bread, and croissants \$3

Sweets: \$4

Fruit Danish

Cinnamon rolls

Muffins

**Beverages:**

Juices: Orange juice, grapefruit, tomato, apple, pineapple, coconut water... \$4

Lemonade, iced tea, Arnold palmer, coffee, Chai, fountain drinks with free refill. \$3

Espresso drinks: Single shots. \$2.... Double shots \$4

# The Mine

## SANDWICHES

All sandwiches served with cole slaw, potato salad, macaroni salad or fruit.

### **HALF POUND BURGER.....\$11**

WITH LETTUCE, TOMATO, RED ONION AND A PICKLE

ADD CHEESE \$.50

ADD BACON \$2

SUB GRASS FED \$1

SUB VEGGIE BURGER \$1

**Hot dog \$7**

**Bratwurst \$8**

**Polish sausage \$8**

**Egg salad sandwich \$7**

Lettuce, tomato, red onion

Choice of bread

**Tuna salad sandwich \$8**

Lettuce, tomato

Choice of bread

**BLT \$8**

Choice of bread

**Golf Club \$10**

Turkey, lettuce, tomato, bacon, mayo

Sub tuna salad, Ham, or egg salad.

**MINER'S POCKETS: \$7**

Ground beef, cabbage, peas

Turkey pot pie

Beef stew

Stir fry

**SOUP & APPETIZERS**

**BEEF CHILI: CUP \$3 BOWL \$5**  
WITH OYSTER CRACKERS

**SOUP OF THE DAY: CUP \$2 BOWL \$4**  
WITH OYSTER CRACKERS

**BEEF CHILI NACHOS \$10**

House made beef chili, lettuce, sour cream, tomatoes, cheddar cheese, tortillas,  
guacamole, pico de gillo

**SALAD \$7**

Mixed greens, tomatoes, cucumbers, red onions, carrots

Add chicken \$3

Add tuna salad \$3

Add egg salad \$2

**DRESSING CHOICES:**

Ranch, bleu cheese, 1000 island, grapefruit vinaigrette

## **Steven Ray Lembke**

### **Address:**

661 Eldorado Blvd.  
Apt. 631  
Broomfield Colorado 80021

### **E-Mail:**

stevelembke@comcast.net

### **Cell Phone:**

303-877-7898

Culinary Arts School at Milwaukee area Technical Collage  
Milwaukee, Wisconsin

## **Work History:**

### **Range Line Inn**

Mequon, Wisconsin

Cook, Bartender, Server, Assistant Manager

6 years

### **Round Table Restaurant**

Pompano Beach, Florida

Chef

5 years

### **The Other Side Restaurant**

Pompano Beach, Florida

Night Club Manager

3 years

### **Hurdy Gurdy's**

Plantation, Florida

Executive Chef

Opening Chef of new location

3 years

### **I Hop**

General Manager

Fort Lauderdale, Florida

Training manager for Broward County. In charge of training all new managers for 25 stores in Florida. Opened 3 new locations

7 years

### **Ranchs Restaurant**

Owner, Operator

Palm Beach, Florida

3 years

### **Road House Grill**

Manager, opened 1 new location

4 years

### **The Huckleberry Restaurant**

Louisville, Colorado

General Manager

12 Years

Reference: Lenny Martinelli

## Objectives:

To provide quality food and service, and to annually increase sales and profits.

Plan to complete these tasks:

1. Increase sales from beverage cart by:
  - A) Having a feeder cart to replenish food and beverage stock, thus keeping the cart on the course at all times.
  - B) Implementing a golfer call-in order program.
2. Utilize the picnic table area for a grab and go.
3. Build your own bloody Mary and mimosa bar on Saturday and Sunday, to begin during our grand opening.
4. Breakfast buffet on Saturday and Sunday.
5. Our thought is to keep the restaurant open all year, we will run the buffet and mimosa bar every weekend.
6. Because Monday thru Wednesday are slow days for the Golfers, we will do an *all you can eat* dinner buffet. (Examples: fried chicken, spaghetti dinner, fish fry), time frame, 5pm to 8 pm. We are thinking the dinners and weekend buffet will draw in the local community. We will consider expanding these dinners to every night pending their success. We are targeting the local community to increase our sales, and in turn give exposure to the Golf course.
7. We are anticipating doing most, if not all, of the in-house caterings.
8. We are looking forward to reviewing the Golf course events, and marketing around these events, creating some new and exciting ideas.
9. The holiday season, November thru December, opens up a great opportunity to market the community for office parties, family dinners, and special menu dinners, bringing in revenue on the off season.
10. Because we have down-sized the menu, we feel that the opening will be seamless. I understand that you are looking for someone to start in February, and that Golfing starts to pick up again in March. That will give us a month to iron out any kinks so we will be ready to launch our grand opening sometime in March under full steam.

## Food and Beverage Distributors:

Shamrock Foods: Restaurant supplies and food

Denver Syrup: Fountain drinks

Southern wine and spirits: Beer, wine and liquor

National Distributors: Beer, wine and liquor

Beverage distributors: Beer, wine and liquor

Huckleberry: Gluten free bread and Chai

Java Java: Coffee

Tom's grass fed beef: Burgers

Three leaf farm: Locally grown produce

In closing:

I have made a lifelong career in the food service industry. I have the knowledge, maturity, business acumen and experience to run a successful and profitable business.

I have been in Louisville for 12 years, and in those 12 years have established a strong network in the community. I am confident that I can bring a good following to Coal Creek Golf Course.

Thank You for your consideration.

Steven Lembke

**SUBJECT: APPROVE THE LOUISVILLE REVITALIZATION COMMISSION BUDGET AMENDMENT AND SOLE SOURCE ARRANGEMENTS RELATING TO IMPROVEMENTS WITHIN THE URBAN RENEWAL CORE AREA**

**DATE: JANUARY 5, 2016**

**PRESENTED BY: AARON M. DEJONG, ECONOMIC DEVELOPMENT  
KURT KOWAR, PUBLIC WORKS**

**SUMMARY:**

The City, Louisville Revitalization Commission (LRC), and Takoda Properties are coordinating several improvements in the City's Urban Renewal Core Project Area. The LRC requests approval of a budget amendment reallocating funding to achieve a fully reconstructed South Street. In addition, City staff requests authority to sole source with the DELO construction team for the public parking lot along Cannon Street, and public parking improvements along South Street. Finally, City staff requests a budget amendment to the 2016 budget to accommodate public parking improvements adjacent to Miner's Field and DELO Plaza. The Core Project Area Agreement (CPAA) did not budget money for parking improvements for Miners' Field or the City Council approved partnership with TEBO Industries to construct 9 new on-street angled parking spaces as part of the DELO Plaza Planned Unit Development (PUD), both along a reconstructed South Street.

**BACKGROUND AND DISCUSSION:**

As noted above, this discussion concerns three interrelated projects in the Core Area: (1) the South Street Improvements, (2) parking improvements on the north and south sides of South Street, and (3) the public parking lot that the City intends to build adjacent to Cannon Street, north of South Street.

South Street improvements

In 2013 the LRC and Takoda Properties approved a Core Project Area Agreement (CPAA) authorizing, among other things, funding from the \$4,500,000 in Core Area TIF Bonds to be used to reconstruct South Street in the Core Area between Highway 42 and Cannon Street. The CPAA included an estimated cost for this work of \$81,393 (\$36,453 for Concrete, \$44,940 for asphalt). Construction costs have risen since the 2013 CPAA estimates and the \$4,500,000 in TIF bonds may not be enough to complete the entire scope of work included in the CPAA. Further, while the CPAA *authorizes* TIF funding for a full reconstruction of South Street in the Core Area, the subdivision agreement for DELO Phase II between Takoda and the City only *requires* a 2" mill and overlay for South Street and specifies a maximum obligation on Takoda of \$28,896.67 for this work.

The current condition of the asphalt on South Street will limit the useful life of a mill and overlay treatment. Additionally, City Engineering staff desire a full reconstruction for South Street with new water and sewer improvements under the street. City Engineering estimates that in the current bidding environment the intended South Street improvements in the CPAA (fully reconstructing South Street), will cost about \$140,000, or \$110,000 more than Takoda's obligation in the DELO Phase II subdivision agreement.

The 2015 LRC budget includes \$250,000 for additional costs for the regional detention pond beyond the \$350,000 allocated in the 2013 CPAA. Costs for the detention pond came in under \$350,000, freeing up the 2015 allocation for other purposes. The LRC wants to reallocate this funding to achieve a full reconstruction of South Street, as desired by City Engineering, rather than a mill and overlay. The LRC must approve a budget amendment to reallocate the funding for this purpose. The Cooperation Agreement between the City and LRC requires budgetary decisions be subject to the prior review and approval of the City Council.

#### Miner's Field and DELO Plaza On-Street Parking Improvements

In conjunction with the full reconstruction of South Street, improvements need to be made to the 25 parking spaces on the south side of South Street, adjacent to Miner's Field. New concrete angled spaces are to be constructed to match a fully reconstructed South Street. This estimated \$100,000 improvement was not budgeted in the CPAA or the 2016 capital improvement budget.

Resolution 36, Series 2015, approved the DELO Plaza PUD. As a part of the development, City Council approved creating 7 to 10 permanent on-street angled public parking spaces along the north side of South Street on land owned by the developer. Staff estimates the cost of constructing the 7 additional parking spaces in the final plan will be \$30,000. This amount was not budgeted in the CPAA or the 2016 capital improvement budget.

#### Cannon Street Public Parking Lot

Pending approval of a final subdivision agreement, the City will close on the purchase of a .638 acre parcel from Tebo Properties. The City intends to construct a 70-80 stall parking lot on this property along Cannon Street. The City's approved budget includes funding for the purchase and \$440,000 for design and construction of the parking lot. Staff is coordinating with the developer's engineering consultant to complete the project in concert with the other public and private improvements in the area.

#### Sole Source Purchase

The Cannon Street parking lot construction project and the parking improvements on the north side of South Street and adjacent to Miner's Field are adjacent to the Core Project Area improvements. As a result, there are several reasons to sole-source the contract for these improvements:

- The construction team will have contractors already mobilized for other improvements, so the City won't have to pay for separate mobilization
- Having multiple horizontal infrastructure contractors in the area would create liability and damage concerns.
- Having one responsible contractor in the area allows for proper construction coordination and timing for all horizontal construction.

These advantages of sole-sourcing in this case do not guarantee the City will get a good price for the work. Consequently, although staff recommends sole-sourcing with the developer's contractor, staff will nevertheless confirm that the pricing for any contract work—to be approved by Council at a subsequent date—is still competitive with similar work the City has recently contracted for through competitive bid.

**RECOMMENDATION:**

Staff recommends the following:

- 1) Approve the attached LRC budget amendment allowing:
  - a. \$125,000 allocation for the Regional Detention project to ensure funding still exists should costs change.
  - b. \$200,000 allocation to fully reconstruct South Street (to cover the estimated cost and provide a contingency)
  - c. Adjusting the Paying Agent line item to \$6,500 to reflect the contract with the Paying Agent for the Core Area Bonds.
- 2) Approve moving forward with a sole-source arrangement with the DELO construction team to construct the Cannon Street Parking lot for the City. Contract for work will come back to Council at a later date.
- 3) Approve moving forward with a sole-source arrangement with the DELO construction team to construct parking improvements adjacent to South Street and Miner's Field. Contract for work will come back to Council at a later date.
- 4) Have Staff prepare for a future budget amendment, funding the 7 public parking spaces north of South Street (\$30,000) and improving the parking spaces south of South Street adjacent to Miner's Field (\$100,000).

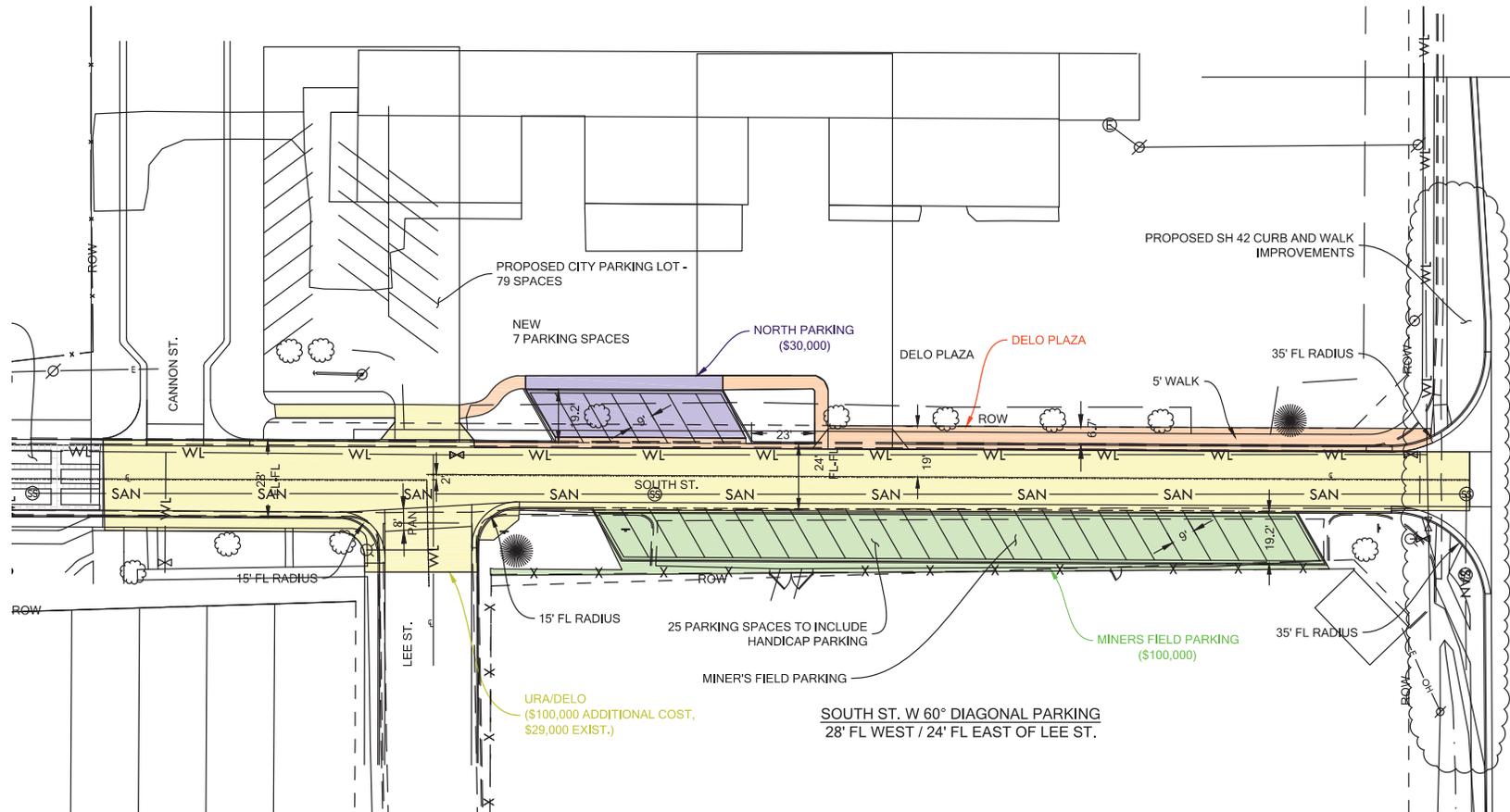
**ATTACHMENTS:**

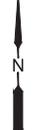
1. LRC 2016 Budget Amendment
2. Graphic showing improvement locations

**City of Louisville, Colorado  
Urban Revitalization District Fund  
2016 Budget Amendment**

Account Description	2015 Budget	2015 Estimated	2016 Budget	2016 Proposed Amendment	2016 Revised
<b>Beginning Fund Balance</b>	<b>726,608</b>	<b>726,608</b>	<b>202,718</b>		<b>522,718</b>
General Property Tax Revenue	363,740	392,900	562,200		562,200
Core Area Project Proceeds - City of Louisville	490,000	490,000	-	-	-
Interest Earnings	700	2,000	2,000		2,000
Net Increase (Decrease) in Fair Value	-	-	-	-	-
Developer Contribution	-	-	-	-	-
Bond Proceeds	-	-	3,750,000		3,750,000
<b>Total Revenue</b>	<b>854,440</b>	<b>884,900</b>	<b>4,314,200</b>	<b>-</b>	<b>4,314,200</b>
Professional Services - Investment Fees	50	200	200		200
Professional Services - Other	-	-	-		-
Support Services - City of Louisville	42,000	42,000	33,180		33,180
Capital Contribution - City of Louisville	45,000	45,000	65,000		65,000
Repayment of TIF Revenue to Boulder County	54,250	28,090	40,200		40,200
TIF Rebate - Safeway/Loftus Development			91,200		91,200
Regional Detention Facility	325,000	-	-	125,000	125,000
South Street Reconstuction				200,000	200,000
Payments from Construction Fund - DELO Development	967,000	967,000	3,750,000		3,750,000
Bond Maintenance Fees - Paying Agent	1,500	6,500	1,500		6,500
Interest - Bonds	-	-	315,000		315,000
Bond Issuance Costs	-	-	37,500		37,500
<b>Total Expenditures</b>	<b>1,434,800</b>	<b>1,088,790</b>	<b>4,333,780</b>	<b>325,000</b>	<b>4,663,780</b>
<b>Ending Fund Balance</b>	<b>146,248</b>	<b>522,718</b>	<b>183,138</b>	<b>(325,000)</b>	<b>173,138</b>

\*Reduced to reflect current cost while also maintaining funding should costs change  
\*Funding for fully reconstructing South Street  
\*Revised to reflect actual contract with Paying Agent



 <p>City of Louisville COLORADO - SINCE 1878</p>	<h2>EXHIBIT II</h2>	 N NTS
DEPARTMENT OF PUBLIC WORKS	<h3>SOUTH STREET - CANNON ST. TO SH42</h3>	

**SUBJECT: DISTRIBUTION OF 2016 OPEN GOVERNMENT PAMPHLET**

**DATE: JANUARY 5, 2016**

**PRESENTED BY: MEREDYTH MUTH, PUBLIC RELATIONS MANAGER**

**SUMMARY:**

Section 4-16 (b) of the Home Rule Charter requires the City to “publish and update a pamphlet or other summary of Articles 4 and 5 of this Charter, and other laws relating to citizen participation in municipal government. The pamphlet or summary shall be provided to each member of a public body at its first meeting of the calendar year, and shall be made freely available to citizens on the City’s web site, City Hall, City Library and other public places, and at meetings of public bodies.”

**FISCAL IMPACT:**

N/A

**RECOMMENDATION:**

N/A

**ATTACHMENTS:**

1. 2016 Open Government Pamphlet

# Open Government & Ethics Pamphlet 2016



**City Manager's Office  
749 Main Street  
Louisville CO 80027  
[www.LouisvilleCO.gov](http://www.LouisvilleCO.gov)  
[info@LouisvilleCO.gov](mailto:info@LouisvilleCO.gov)  
303.335.4533**

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## Participation in Government

The City of Louisville encourages citizen involvement and participation in its public policy process. There are many opportunities for citizens to be informed about and participate in City activities and decisions. All meetings of City Council, as well as meetings of appointed Boards and Commissions, are open to the public and include an opportunity for public comments on items not on the agenda. No action or substantive discussion on an item may take place unless that item has been specifically listed as an agenda item for a regular or special meeting. Some opportunities for you to participate include:

### Reading and inquiring about City Council activities and agenda items, and attending and speaking on topics of interest at public meetings

#### City Council Meetings:

- Regular meetings are generally held on the first and third Tuesdays of each month at 7:00 PM in the City Council Chambers, located on the second floor of City Hall, 749 Main Street;
- Study sessions are generally held on the second and fourth Tuesdays of each month at 7:00 PM in the Library Meeting Room, located on the first floor of the Library, 951 Spruce Street;
- Regular meetings are broadcast live on Comcast Cable Channel 8 and copies of the meeting broadcasts are available on DVD in the City Manager's Office beginning the morning following the meeting;
- Regular meetings are broadcast live and archived for viewing on the City's website at [www.LouisvilleCO.gov](http://www.LouisvilleCO.gov).
- Special meetings may be held occasionally on specific topics. Agendas are posted a minimum of 48 hours prior to the meeting.

Meeting agendas for all City Council meetings, other than special meetings, are posted a minimum of 72 hours prior to the meeting at the following locations:

- City Hall, 749 Main Street
- Police Department/Municipal Court, 992 West Via Appia
- Recreation/Senior Center, 900 West Via Appia
- Louisville Public Library, 951 Spruce Street
- City website at [www.LouisvilleCO.gov](http://www.LouisvilleCO.gov)

Meeting packets with all agenda-related materials are available 72 hours prior to each meeting and may be found at these locations:

- Louisville Public Library Reference Area, 951 Spruce Street,
- City Clerk's Office, City Hall, 749 Main Street,
- City website at [www.LouisvilleCO.gov](http://www.LouisvilleCO.gov)

You may receive eNotifications of City Council news as well as meeting agendas and summaries of City Council actions. Visit the City's website ([www.LouisvilleCO.gov](http://www.LouisvilleCO.gov)) and look for the eNotification link to register.

After they are approved by the City Council, meeting minutes of all regular and special meetings are available in the City Clerk's office and on the City's website ([www.LouisvilleCO.gov](http://www.LouisvilleCO.gov)).

Information about City activities and projects, as well as City Council decisions, is included in the *Community Update* newsletter, mailed to all City residents and businesses. Information is also often included in the monthly utility bills mailed to City residents.

### Communicating Directly with the Mayor and City Council Members

Contact information for the Mayor and City Council members is available at [www.LouisvilleCO.gov](http://www.LouisvilleCO.gov), as well as at City Hall, the Louisville Public Library, and the Recreation/Senior Center. You may email the Mayor and City Council as a group at [CityCouncil@LouisvilleCO.gov](mailto:CityCouncil@LouisvilleCO.gov).

Mayor's Town Meetings and City Council Ward Meetings are scheduled periodically. These are informal meetings at which all residents, points of view, and issues are welcome. These meetings are advertised at City facilities and on the City's website ([www.LouisvilleCO.gov](http://www.LouisvilleCO.gov)).

### Mayor or City Council Elections

City Council members are elected from three Wards within the City and serve staggered four-year terms. There are two Council representatives from each ward. The mayor is elected at-large and serves a four-year term. City Council elections are held in November of odd-numbered years. For information about City elections, including running for City Council, please contact the City Clerk's Office, first floor City Hall, 749 Main Street, or call 303.335.4571.

### Serving as an Appointed Member on a City Board or Commission

The City Council makes Board and Commission appointments annually. Some of the City's Boards and Commissions are advisory, others have some decision-making powers. The City Council refers questions and issues to these appointed officials for input and advice. (Please note the Youth Advisory Board has a separate appointment process.) The City's Boards and Commissions are:

- Board of Adjustment
- Building Code Board of Appeals
- Cultural Council
- Golf Course Advisory Board
- Historic Preservation Commission
- Historical Commission
- Housing Authority
- Library Board of Trustees

- Local Licensing Authority
- Open Space Advisory Board
- Parks & Public Landscaping Advisory Board
- Planning Commission
- Revitalization Commission
- Sustainability Advisory Board
- Youth Advisory Board

Information about boards, as well as meeting agendas and schedules for each board, is available on the City’s web-site ([www.LouisvilleCO.gov](http://www.LouisvilleCO.gov)).

Agendas for all Board and Commission meetings are posted a minimum of 72 hours prior to each meeting and are posted at these locations:

- City Hall, 749 Main Street
- Police Department/Municipal Court, 992 West Via Appia
- Recreation/Senior Center, 900 West Via Appia
- Louisville Public Library, 951 Spruce Street
- City web site at [www.LouisvilleCO.gov](http://www.LouisvilleCO.gov)

Copies of complete meeting packets containing all agenda-related materials are available at least 72 hours prior to each meeting and may be found at the following locations:

- Louisville Public Library Reference Area, 951 Spruce Street,
- City Clerk’s Office, City Hall, 749 Main Street
- City web site at [www.LouisvilleCO.gov](http://www.LouisvilleCO.gov)

### **Planning Commission**

The Planning Commission evaluates land use proposals against zoning laws and holds public hearings as outlined in City codes. Following a public hearing, the Commission recommends, through a resolution, that the City Council accept or reject a proposal.

- Regular Planning Commission meetings are held at 6:30 PM on the second Thursday of each month. Overflow meetings are scheduled for 6:30 PM on the 4th Thursday of the month as needed, and occasionally Study Sessions are held.
- Regular meetings are broadcast live on Comcast Channel 8 and archived for viewing on the City’s web-site ([www.LouisvilleCO.gov](http://www.LouisvilleCO.gov)).

### **Open Government Training**

All City Council members and members of a permanent Board or Commission are required to participate in at least one City-sponsored open government-related seminar, workshop, or other training program at least once every two years.

## **Open Meetings**

The City follows the Colorado Open Meetings Law (“Sunshine Law”) as well as additional open meet-

ings requirements found in the City’s Home Rule Charter. These rules and practices apply to the City Council and appointed Boards and Commissions (referred to as a “public body” for ease of reference). Important open meetings rules and practices include the following:

### **Regular Meetings**

All meetings of three or more members of a public body (or a quorum, whichever is fewer) are open to the public.

All meetings of public bodies must be held in public buildings and public facilities accessible to all members of the public.

All meetings must be preceded by proper notice. Agendas and agenda-related materials are posted at least 72 hours in advance of the meeting at the following locations:

- City Hall, 749 Main Street
- Police Department/Municipal Court, 992 West Via Appia
- Recreation/Senior Center, 900 West Via Appia
- Louisville Public Library, 951 Spruce Street
- On the City web site at [www.LouisvilleCO.gov](http://www.LouisvilleCO.gov)

### **Study Sessions**

Study sessions are also open to the public. However, study sessions have a limited purpose:

- Study sessions are to obtain information and discuss matters in a less formal atmosphere;
- No preliminary or final decision or action may be made or taken at any study session; further, full debate and deliberation of a matter is to be reserved for formal meetings; If a person believes in good faith that a study session is proceeding contrary to these limitations, he or she may submit a written objection. The presiding officer will then review the objection and determine how the study session should proceed.
- Like formal meetings, a written summary of each study session is prepared and is available on the City’s website.

## **Executive Sessions**

The City Charter also sets out specific procedures and limitations on the use of executive sessions. These rules, found in Article 5 of the Charter, are intended to further the City policy that the activities of City government be conducted in public to the greatest extent feasible, in order to assure public participation and enhance public accountability. The City’s rules regarding executive sessions include the following:

### **Timing and Procedures**

The City Council, and City Boards and Commissions, may hold an executive session only at a regular or special meeting.

No formal action of any type, and no informal or “straw” vote, may occur at any executive session. Rather, formal

actions, such as the adoption of a proposed policy, position, rule or other action, may only occur in open session.

Prior to holding an executive session, there must be a public announcement of the request and the legal authority for convening in closed session. There must be a detailed and specific statement as to the topics to be discussed and the reasons for requesting the session.

The request must be approved by a supermajority (two-thirds of the full Council, Board, or Commission). Prior to voting on the request, the clerk reads a statement of the rules pertaining to executive sessions. Once in executive session, the limitations on the session must be discussed and the propriety of the session confirmed. If there are objections and/or concerns over the propriety of the session, those are to be resolved in open session.

Once the session is over, an announcement is made of any procedures that will follow from the session.

Executive sessions are recorded, with access to those tapes limited as provided by state law. Those state laws allow a judge to review the propriety of a session if in a court filing it is shown that there is a reasonable belief that the executive session went beyond its permitted scope. Executive session records are not available outside of a court proceeding.

### **Authorized Topics**

For City Council, an executive session may be held only for discussion of the following topics:

- Matters where the information being discussed is required to be kept confidential by federal or state law;
- Certain personnel matters relating to employees directly appointed by the Council, and other personnel matters only upon request of the City Manager or Mayor for informational purposes only;
- Consideration of water rights and real property acquisitions and dispositions, but only as to appraisals and other value estimates and strategy for the acquisition or disposition; and
- Consultation with an attorney representing the City with respect to pending litigation. This includes cases that are actually filed as well as situations where the person requesting the executive session believes in good faith that a lawsuit may result, and allows for discussion of settlement strategies.

The City's Boards and Commissions may only hold an executive session for consultation with its attorney regarding pending litigation.

## **Ethics**

**E**thics are the foundation of good government. Louisville has adopted its own Code of Ethics, which is found in the City Charter and which applies to elected officials, public body members, and employees. The Louisville Code of Ethics applies in addition to any higher standards

in state law. Louisville's position on ethics is perhaps best summarized in the following statement taken from the City Charter:

*Those entrusted with positions in the City government must commit to adhering to the letter and spirit of the Code of Ethics. Only when the people are confident that those in positions of public responsibility are committed to high levels of ethical and moral conduct, will they have faith that their government is acting for the good of the public. This faith in the motives of officers, public body members, and employees is critical for a harmonious and trusting relationship between the City government and the people it serves.*

The City's Code of Ethics (Sections 5-6 through 5-17 of the Charter) is summarized in the following paragraphs. While the focus is to provide a general overview of the rules, it is important to note that all persons subject to the Code of Ethics must strive to follow both the letter and the spirit of the Code, so as to avoid not only actual violations, but public perceptions of violations. Indeed, perceptions of violations can have the same negative impact on public trust as actual violations.

### **Conflicts of Interest**

One of the most common ethical rules visited in the local government arena is the "conflict of interest rule." While some technical aspects of the rule are discussed below, the general rule under the Code of Ethics is that if a Council, Board, or Commission member has an "interest" that will be affected by his or her "official action," then there is a conflict of interest and the member must:

- Disclose the conflict, on the record and with particularity;
- Not participate in the discussion;
- Leave the room; and
- Not attempt to influence others.

An "interest" is a pecuniary, property, or commercial benefit, or any other benefit the primary significance of which is economic gain or the avoidance of economic loss. However, an "interest" does not include any matter conferring similar benefits on all property or persons similarly situated. (Therefore, a City Council member is not prohibited from voting on a sales tax increase or decrease if the member's only interest is that he or she, like other residents, will be subject to the higher or lower tax.) Additionally, an "interest" does not include a stock interest of less than one percent of the company's outstanding shares.

The Code of Ethics extends the concept of prohibited interest to persons or entities with whom the member is associated. In particular, an interest of the following persons and entities is also an interest of the member: relatives (including persons related by blood or marriage to certain

degrees, and others); a business in which the member is an officer, director, employee, partner, principal, member, or owner; and a business in which member owns more than one percent of outstanding shares.

The concept of an interest in a business applies to profit and nonprofit corporations, and applies in situations in which the official action would affect a business competitor. Additionally, an interest is deemed to continue for one year after the interest has ceased. Finally, “official action” for purposes of the conflict of interest rule, includes not only legislative actions, but also administrative actions and “quasi-judicial” proceedings where the entity is acting like a judge in applying rules to the specific rights of individuals (such as a variance request or liquor license). Thus, the conflict rules apply essentially to all types of actions a member may take.

### **Contracts**

In addition to its purchasing policies and other rules intended to secure contracts that are in the best interest of the City, the Code of Ethics prohibits various actions regarding contracts. For example, no public body member who has decision-making authority or influence over a City contract can have an interest in the contract, unless the member has complied with the disclosure and recusal rules. Further, members are not to appear before the City on behalf of other entities that hold a City contract, nor are they to solicit or accept employment from a contracting entity if it is related to the member’s action on a contract with that entity.

### **Gifts and Nepotism**

The Code of Ethics, as well as state law, regulates the receipt of gifts. City officials and employees may not solicit or accept a present or future gift, favor, discount, service or other thing of value from a party to a City contract, or from a person seeking to influence an official action. There is an exception for the “occasional nonpecuniary gift” of \$15 or less, but this exception does not apply if the gift, no matter how small, may be associated with the official’s or employee’s official action, whether concerning a contract or some other matter. The gift ban also extends to independent contractors who may exercise official actions on behalf of the City.

The Code of Ethics also prohibits common forms of nepotism. For example, no officer, public body member, or employee shall be responsible for employment matters concerning a relative. Nor can he or she influence compensation paid to a relative, and a relative of a current officer, public body member or employee cannot be hired unless certain personnel rules are followed.

### **Other Ethics Rules of Interest**

Like state law, Louisville’s Code of Ethics prohibits the use of non-public information for personal or private gain. It also prohibits acts of advantage or favoritism and, in that regard, prohibits special considerations, use of employee time for personal or private reasons, and use of City vehicles or equipment, except in same manner as available to any other person (or in manner that will substantially benefit City). The City also has a “revolving door” rule that prohibits elected officials from becoming City employees either during their time in office or for two years after leaving office. These and other rules of conduct are found in Section 5-9 of the Code of Ethics.

### **Disclosure, Enforcement, and Advisory Opinions**

The Code of Ethics requires that those holding or running for City Council file a financial disclosure statement with the City Clerk. The statement must include, among other information, the person’s employer and occupation, sources of income, and a list of business and property holdings.

The Code of Ethics provides fair and certain procedures for its enforcement. Complaints of violations may be filed with the City prosecutor; the complaint must be a detailed written and verified statement. If the complaint is against an elected or appointed official, it is forwarded to an independent judge who appoints a special, independent prosecutor for purposes of investigation and appropriate action. If against an employee, the City prosecutor will investigate the complaint and take appropriate action. In all cases, the person who is subject to the complaint is given the opportunity to provide information concerning the complaint.

Finally, the Code allows persons who are subject to the Code to request an advisory opinion if they are uncertain as to applicability of the Code to a particular situation, or as to the definition of terms used in the Code. Such requests are handled by an advisory judge, selected from a panel of independent, disinterested judges who have agreed to provide their services. This device allows persons who are subject to the Code to resolve uncertainty before acting, so that a proper course of conduct may be identified. Any person who requests and acts in accordance with an advisory opinion issued by an advisory judge is not subject to City penalty, unless material facts were omitted or misstated in the request. Advisory opinions are posted for public inspection; the advisory judge may order a delay in posting if the judge determines the delay is in the City’s best interest.

Citizens are encouraged to contact the City Manager’s Office with any questions about the City’s Code of Ethics. A copy of the Code is available at the City’s website ([www.LouisvilleCO.gov](http://www.LouisvilleCO.gov)) and also from the Offices of the City Manager and City Clerk.

## Other Laws on Citizen Participation in Government

Preceding sections of this pamphlet describe Louisville's own practices intended to further citizen participation in government. Those practices are generally intended to further dissemination of information and participation in the governing process. Some other laws of interest regarding citizen participation include:

### Initiative and Referendum

The right to petition for municipal legislation is reserved to the citizens by the Colorado Constitution and the City Charter. An initiative is a petition for legislation brought directly by the citizens; a referendum is a petition brought by the citizens to refer to the voters a piece of legislation that has been approved by the City Council. In addition to these two petitioning procedures, the City Council may refer matters directly to the voters in the absence of any petition. Initiative and referendum petitions must concern municipal legislation—as opposed to administrative or other non-legislative matters. By law the City Clerk is the official responsible for many of the activities related to a petition process, such as approval of the petition forms, review of the signed petitions, and consideration of protests and other matters. There are minimum signature requirements for petitions to be moved to the ballot; in Louisville, an initiative petition must be signed by at least five percent of the total number of registered electors. A referendum petition must be signed by at least two and one-half percent of the registered electors.

### Public Hearings

In addition to the opportunity afforded at each regular City Council meeting to comment on items not on the agenda, most City Council actions provide opportunity for public comment through a public hearing process. For example, the City Charter provides that a public hearing shall be held on every ordinance before its adoption. This includes opportunities for public comment prior to initial City Council discussion of the ordinance, as well as after Council's initial discussion but before action. Many actions of the City are required to be taken by ordinance, and thus this device allows for citizen public hearing comments on matters ranging from zoning ordinances to ordinances establishing offenses that are subject to enforcement through the municipal court.

Additionally, federal, state, and/or local law requires a public hearing on a number of matters irrespective of whether an ordinance is involved. For example, a public hearing is held on the City budget, the City Comprehensive Plan and similar plans, and a variety of site-specific or person-specific activities, such as annexations of land into the city, rezonings, special use permits, variances, and new

liquor licenses. Anyone may provide comments during these hearings.

### Public Records

Access to public records is an important aspect of citizen participation in government. Louisville follows the Colorado Open Records Act (CORA) and the additional public records provisions in the City Charter. In particular, the Charter promotes the liberal construction of public records law, so as to promote the prompt disclosure of City records to citizens at no cost or no greater cost than the actual costs to the City.

The City Clerk is the custodian of the City's public records, except for financial, personnel, and police records which are handled, respectively, by the Finance, Human Resources, and Police Departments. The City maintains a public policy on access to public records, which include a records request form, a statement of fees, and other guidelines. No fee is charged for the inspection of records. No fee is charged for locating or making records available for copying, except in cases of voluminous requests or dated records, or when the time spent in locating records exceeds two hours. No fees are charged for the first 25 copies requested or for electronic records.

Many records, particularly those related to agenda items for City Council and current Board and Commission meetings, are available directly on the City's website ([www.LouisvilleCO.gov](http://www.LouisvilleCO.gov)). In addition to posting agenda-related material, the City maintains communication files for the City Council and Planning Commission. These are available for public inspection at the City Clerk's Office, 749 Main Street.

CORA lists the categories of public records that are not generally open to public inspection. These include, for example, certain personnel records and information, financial and other information about users of city facilities, privileged information, medical records, letters of reference, and other items listed in detail in CORA. When public records are not made available, the custodian will specifically advise the requestor of the reason.

Citizens are encouraged to review the City's website ([www.LouisvilleCo.gov](http://www.LouisvilleCo.gov)) for information, and to contact the City with any questions regarding City records.

## Public Involvement Policy

Public participation is an essential element of the City's representative form of government. To promote effective public participation City officials, advisory board members, staff and participants should all observe the following guiding principles, roles and responsibilities:

### Guiding Principles for Public Involvement

Inclusive not Exclusive - Everyone's participation is

welcome. Anyone with a known interest in the issue will be identified, invited and encouraged to be involved early in the process.

*Voluntary Participation* - The process will seek the support of those participants willing to invest the time necessary to make it work.

*Purpose Driven* - The process will be clearly linked to when and how decisions are made. These links will be communicated to participants.

*Time, Financial and Legal Constraints* - The process will operate within an appropriate time frame and budget and observe existing legal and regulatory requirements.

*Communication* - The process and its progress will be communicated to participants and the community at-large using appropriate methods and technologies.

*Adaptability* - The process will be adaptable so that the level of public involvement is reflective of the magnitude of the issue and the needs of the participants.

*Access to Information* - The process will provide participants with timely access to all relevant information in an understandable and user-friendly way. Education and training requirements will be considered.

*Access to Decision Making* - The process will give participants the opportunity to influence decision making.

*Respect for Diverse Interests* - The process will foster respect for the diverse values, interests and knowledge of those involved.

*Accountability* - The process will reflect that participants are accountable to both their constituents and to the success of the process.

*Evaluation* - The success and results of the process will be measured and evaluated.

### **Roles and Responsibilities - City Council**

City Council is ultimately responsible to all the citizens of Louisville and must weigh each of its decisions accordingly. Councilors are responsible to their local constituents under the ward system; however they must carefully consider the concerns expressed by all parties. Council must ultimately meet the needs of the entire community—including current and future generations—and act in the best interests of the City as a whole.

During its review and decision-making process, Council has an obligation to recognize the efforts and activities that have preceded its deliberations. Council should have regard for the public involvement processes that have been completed in support or opposition of projects.

### **Roles and Responsibilities - City Staff and Advisory Boards**

The City should be designed and run to meet the needs and priorities of its citizens. Staff and advisory boards must ensure that the Guiding Principles direct their work. In addition to the responsibilities established by the Guiding

Principles, staff and advisory boards are responsible for:

- ensuring that decisions and recommendations reflect the needs and desires of the community as a whole;
- pursuing public involvement with a positive spirit because it helps clarify those needs and desires and also adds value to projects;
- fostering long-term relationships based on respect and trust in all public involvement activities;
- encouraging positive working partnerships;
- ensuring that no participant or group is marginalized or ignored;
- drawing out the silent majority, the voiceless and the disempowered; and being familiar with a variety of public involvement techniques and the strengths and weaknesses of various approaches.

### **All Participants**

The public is also accountable for the public involvement process and for the results it produces. All parties (including Council, advisory boards, staff, proponents, opponents and the public) are responsible for:

- working within the process in a cooperative and civil manner;
- focusing on real issues and not on furthering personal agendas;
- balancing personal concerns with the needs of the community as a whole;
- having realistic expectations;
- participating openly, honestly and constructively, offering ideas, suggestions and alternatives;
- listening carefully and actively considering everyone's perspectives;
- identifying their concerns and issues early in the process;
- providing their names and contact information if they want direct feedback;
- remembering that no single voice is more important than all others, and that there are diverse opinions to be considered;
- making every effort to work within the project schedule and if this is not possible, discussing this with the proponent without delay;
- recognizing that process schedules may be constrained by external factors such as limited funding, broader project schedules or legislative requirements;
- accepting some responsibility for keeping themselves aware of current issues, making others aware of project activities and soliciting their involvement and input; and
- considering that the quality of the outcome and how that outcome is achieved are both important.

*Updated December 2015*

This pamphlet is prepared pursuant to the Home Rule Charter of the City of Louisville.

This is a compilation of Articles 4 and 5 of the Charter of the City of Louisville and is available at all times in the City Clerk's Office, 749 Main Street, Louisville, Colorado, and on the City's web site at [www.LouisvilleCO.gov](http://www.LouisvilleCO.gov).

This pamphlet is also provided to every member of a public body (board or commission) at that body's first meeting each year.

**SUBJECT:** APPOINTMENTS OF CITY ATTORNEY, WATER ATTORNEY,  
MUNICIPAL JUDGE, DEPUTY MUNICIPAL JUDGE AND CITY  
PROSECUTOR

**DATE:** JANUARY 5, 2015

**PRESENTED BY:** MAYOR BOB MUCKLE

**SUMMARY:**

Every two years, the City Council appoints a City Attorney, a City Prosecutor, and a Municipal Judge and Deputy Municipal Judge as allowed by Section 9 of the Home Rule Charter. In addition, the City Council may employ other special counsel such as a Water Attorney.

The Legal Review Committee met with Bruce Joss and Colette Cribari and recommend reappointing each as Judge and Prosecuting Attorney respectively. The Committee also recommends appointing two Deputy Judges to assure coverage of the court.

For 2016, the City Council appoints:

- City Attorney – Light Kelly, P.C.
- Water Attorney – Yates Law Firm
- Municipal Judge – Bruce Joss
- Deputy Municipal Judge – Jeff Cahn & David Thrower
- City Prosecutor – Colette Cribari

All appointees serve at the pleasure of the City Council.

**FISCAL IMPACT:**

All costs for these positions have been accounted for in the 2016 budget.

**RECOMMENDATION:**

Appoint City Attorney, Water Attorney, Municipal Judge, Deputy Municipal Judge and City Prosecutor

**ATTACHMENTS:**

None

**SUBJECT: RESOLUTION NO. 1, SERIES 2016 –A RESOLUTION  
APPROVING A BUSINESS ASSISTANCE AGREEMENT WITH  
IZZIO ARTISAN BAKERY, LLC FOR AN ECONOMIC  
DEVELOPMENT PROJECT IN THE CITY OF LOUISVILLE**

**DATE: JANUARY 5, 2016**

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

**SUMMARY:**

Staff requests City Council action on a proposed Economic Development Business Assistance Package (BAP) for Izzio Bakery's expansion at 185 South 104<sup>th</sup> Street in Louisville. The proposed business assistance is similar in nature to others recently granted, including a partial rebate on the building permit fees, construction use taxes, and consumer use taxes for improving an existing building at 185 South 104<sup>th</sup> Street in the City of Louisville.

**DISCUSSION:**

Izzio Bakery is a Louisville based major supplier of par-baked frozen breads to the grocery industry. Izzio Breads are sold in 20 different States by a variety of major grocery brands like Whole Foods, Costco, Sprouts, Kroger and Trader Joes. Izzio Bakery is also the largest supplier of fresh artisan breads in Colorado. Fresh supply routes extend 7 days per week from Fort Collins to Colorado Springs.

Izzio Bakery was founded in 1998 by Udi and Fern Bar-on. Originally called Udi's Breads, the main purpose of the bakery was to supply Udi's regional restaurant and catering business with high quality, unique, fresh artisan breads. Very quickly Udi's Breads also started supplying other customers including major grocery retailers in Denver. Udi's Breads grew their sales to grocery stores eventually spinning off both Udi's Granola and Udi's Gluten Free in 2004, which were subsequently sold to Boulder Brands in 2012.

Udi Bar-on and family have been focusing to grow the Izzio Bakery brand into a major National brand. The Bar-on family love having a bakery in Louisville and would like to continue growing their capacity and capabilities at the current location.

With the expected growth of the operation, Izzio is needing to expand its production capacity and are tasked with the decision to modify their current facility for the growth, relocate into another Izzio facility in Denver or Adams County, or find a new facility for the operation. The expansion project includes \$2,000,000 in equipment purchase and \$200,000 in tenant modifications/improvements to the current facility.

This expansion project estimates creating 75 new employees (salary and hourly positions) above the 120 current employees and earn an average wage of approximately \$37,000 per year. This expansion project would bring Izzio's total employment to 195 employees.

The company meets the general criteria by which assistance may be granted in accordance with the Business Assistance Policy. Izzio is looking at other municipalities for this project, including Denver, Broomfield and Adams County. The retention of existing jobs, expansion of jobs, utilizing existing buildings, and encouraging the diversity of jobs or employment opportunities are all criteria stated in the Business Assistance Program. This project meets all of those criteria.

The assistance would be funded by permit fees, construction use tax, and consumer use taxes from the construction of the tenant improvements and equipment purchases at the project location.

City staff estimates Izzio Bakery will generate new revenue of approximately \$86,700 from building permit fees, construction use taxes, and consumer use taxes directly to the City in the project, given the anticipated investment. Approximately \$10,500 of that amount is fees designated for Open Space and Historic Preservation purposes.

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

<b>Proposed Assistance</b>	<b>Approximate Value</b>
<u>Building Permit-Fee Rebate</u> 50% rebate on permit fees for tenant finish (Excludes tap fees)	\$1,400
<u>Building Use Tax Rebate</u> 50% rebate on Building Use Tax for Tenant finish (excludes 0.375 % Open Space tax and 0.125% Historic Preservation tax)	\$1,500
<u>Consumer Use/Sales Tax Rebate on durable goods</u> 50% rebate on Consumer Use Tax/Sales tax paid on Durable goods through December 31, 2016	\$30,000
<b>Total Estimated Assistance</b>	<b>\$32,900</b>

Staff suggests the assistance be provided at 50% of the actual Building Use Tax, and Building Permit Fees, for the project. The agreement is void if the company does not complete the improvements by December 31, 2016 or does not remain in business there for five years.

**SUBJECT: RESOLUTION 1, SERIES 2016**

**DATE: JANUARY 5, 2016**

**PAGE 3 OF 3**

**FISCAL IMPACT:**

The total fiscal impact would be a total of 50% of the City's permit fees, and 50% building use taxes paid (excluding the 0.375 % open space tax, 0.125% Historic Preservation tax, water and sewer tap fees, and impact fees) based on the costs associated with the relocation project.

**RECOMMENDATION:**

Staff recommends City Council approve the attached Resolution approving a Business Assistance Agreement with Izzio Artisian Bakery, LLC.

**ATTACHMENTS:**

1. Resolution No. 1, Series 2016
2. Business Assistance Agreement
3. Staff Presentation

**RESOLUTION NO. 1  
SERIES 2016**

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

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

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

**WHEREAS**, Izzio Artisan Bakery, LLC, plans to expand their Louisville operations; and

**WHEREAS**, the Business Assistance Agreement between the City and Izzio Artisan Bakery, LLC, is attached hereto as Exhibit "A" and incorporated herein by this reference; and

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

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

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

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

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

3. City staff is hereby authorized to do all things necessary on behalf of the City to perform the obligations of the City under the Agreement, including but not limited to

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

**PASSED AND ADOPTED** this 5<sup>th</sup> day of January, 2016.

---

Robert P. Muckle, Mayor

ATTEST:

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Nancy Varra, City Clerk

EXHIBIT A

**A copy of the Business Assistance Agreement**

**BUSINESS ASSISTANCE AGREEMENT FOR IZZIO ARTISAN BAKERY, LLC  
IN THE CITY OF LOUISVILLE**

THIS AGREEMENT (“Agreement”) is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2015, between the CITY OF LOUISVILLE, a Colorado home rule municipal corporation (the "City"), and IZZIO ARTISAN BAKERY, LLC (the “Company”) a Colorado limited liability company.

WHEREAS, the City wishes to provide certain business assistance in connection with expansion of the Company’s operations (the “Project”) at 185 South 104th Street, Louisville, Colorado (the “Project Location”); and

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

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

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

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

1. Building Permit Fee Rebates. The City shall rebate to Company 50% of the building related permit fees for the Project, required under Louisville Municipal Code, section 15.04.050 and section 108.2 of the International Building Code as adopted by the City for the Project, for a one-year period ending December 31, 2016.
2. Use Tax Rebate-Construction. The City shall rebate to Company 50% of the Construction Use Tax on the building materials for the Project, required under Louisville Municipal Code, section 3.20.300, excluding all revenues from the open space tax and historic preservation tax, for the Project, for a one-year period ending December 31, 2016.
3. Use Tax Rebate – Tangible Goods. For tangible good purchases that are made between the date of this Agreement and December 31, 2016 and that are solely for the Company’s expansion of operations and used in Louisville at the Project Location, the City shall rebate to Company 50% of the Use Tax (and in certain circumstances as described below, Sales Tax) paid and collected on tangible goods purchased as required under Louisville Municipal Code, section 3.20.300, excluding all tax revenues from the open space tax and historic preservation tax. In certain circumstances, Sales Tax may be included in this rebate, when the

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

4. Payment of Rebates; Cap; Inspection. The maximum amount of the rebates payable pursuant to Sections 1, 2 and 3 above shall in no event exceed the calculation of 50% of the fees or taxes described in Sections 1, 2 and 3 paid to the City. The building permit fee and construction use tax rebates shall be paid by the City within 120 days following issuance of the certificate of occupancy or final inspection for the Project work, as determined by the City, subject to Sections 5 and 6 below. The use tax rebate provided for in Section 3 above shall be paid by the City in one lump payment. At the end of the calendar year, on or before January 31, 2017, the Company shall be responsible to remit to the City its total annual sales/use tax payment on the appropriate sales/use tax return form. The Company shall produce a monthly listing of all tangible personal property purchased in the months within the rebate period which qualify for the Use Tax and Sales Tax rebate as defined in Section 3 above, and the City may audit such listing at Company's offices during regular business hours to examine, and if required by the City to verify rebate amounts, Company shall provide copies of the supporting invoices or receipts. Within 60 days after the end of the calendar year, the rebate payment will be remitted to Company at the mailing address of the Project Location. City payment shall be by check made payable solely to Company, and the City will not make payment to any other person or entity.
  
5. No Interest; Inspection and Disclosure of Records. No interest shall be paid on any amounts subject to rebate under this Agreement. Each party and its agents shall have the right to inspect and audit the applicable records of the other party to verify the amount of any payment under this Agreement, and each party shall cooperate and take such actions as may be necessary to allow such inspections and audits. The Company acknowledges that implementation of this Agreement requires calculations based on the amount of taxes collected and paid by the Company with respect to the term of this Agreement and issuance of rebate payment checks in amounts determined pursuant to this Agreement, and that the amounts of the rebate payment checks will be public information. The Company, for itself, its successors, assigns, and affiliated entities, hereby releases and agrees to hold harmless the City and its officers and employees from any and all liability, claims, demands, and expenses in

any manner connected with any dissemination of information necessary for or generated in connection with the implementation of rebate provisions of this Agreement.

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

**If to Company:**

Izzio Artisan Bakery, LLC  
Attn: Etai Baron  
185 South 104th Street  
Louisville, CO 80027  
etai@ubarongroup.com

**If to City:**

Louisville City Hall  
Attn: Economic Development  
749 Main Street  
Louisville, CO 80027  
303.335.4531

aarond@louisvilleco.gov

9. Termination. This Agreement shall terminate and become void and of no force or effect upon the City if, by December 31, 2016, Company has not completed the Project as described in Company's application of business assistance (as evidenced by a successful final inspection for the Project); or should fail to comply with any City code.
10. Business Termination. In the event that, within five (5) years of the completion of the Project at the Project Location (as determined by the date of issuance of the certificate of occupancy or final inspection for the Project), the Company ceases operations at the Project Location, Company shall pay to the City a portion of the total amount of fees and taxes which were due and payable to the City but were rebated by the City to Company, as well as reimburse the City for any funds provided to Company pursuant to this Agreement. For each full month the Company and/or its successors and assigns, cease operations at the Project Location, the City shall receive back 1.67% of the foregoing amounts.
11. Subordination. The City's obligations pursuant to this Agreement are subordinate to the City's obligations for the repayment of any current or future bonded indebtedness and are contingent upon the existence of a surplus in sales and use tax revenues in excess of the sales and use tax revenues necessary to meet such existing or future bond indebtedness. The City shall meet its obligations under this Agreement only after the City has satisfied all other obligations with respect to the use of sales tax revenues for bond repayment purposes. For the purposes of this Agreement, the terms "bonded indebtedness," "bonds," and similar terms describing the possible forms of indebtedness include all forms of indebtedness that may be incurred by the City, including, but not limited to, general obligation bonds, revenue bonds, revenue anticipation notes, tax increment notes, tax increment bonds, and all other forms of contractual indebtedness of whatsoever nature that is in any way secured or collateralized by sales and use tax revenues of the City.
12. Annual Appropriation. Nothing in this Agreement shall be deemed or construed as creating a multiple fiscal year obligation on the part of the City within the meaning of Colorado Constitution Article X, Section 20 or any other constitutional or statutory provision, and the City's obligations hereunder are expressly conditional upon annual appropriation by the City Council, in its sole discretion. Company understands and agrees that any decision of City Council to not appropriate funds for payment shall be without penalty or liability to the City and, further, shall not affect, impair, or invalidate any of the remaining terms or provisions of this Agreement.
13. Governing Law: Venue. This Agreement shall be governed and construed in accordance with the laws of the State of Colorado. This Agreement

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

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

This Agreement is enacted this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

**IZZIO ARTISAN BAKERY, LLC**  
A Colorado Limited Liability Company

**CITY OF LOUISVILLE**

By: \_\_\_\_\_  
Etai Baron  
Chief Executive Officer

\_\_\_\_\_  
Robert P. Muckle  
Mayor

ATTEST:

\_\_\_\_\_  
Nancy Varra, City Clerk

Business Assistance Package  
for  
Izzio Artisan Bakery, LLC

Aaron DeJong  
Economic Development  
January 5, 2016

BAP Izzio Bakery

- Izzio Bakery (formerly Udi's) is a major supplier of par-baked frozen breads
  - Major customers include Whole Foods, Costco, Sprouts, Kroger and Trader Joes
- Largest Colorado supplier of fresh artisan breads
- Founded in 1999 by Udi Bar-on.

## BAP Izzio Bakery



- Project is to make tenant improvements and significant equipment purchases for expansion
  - Two new ovens and related infrastructure/equipment
- Located at 185 S. 104<sup>th</sup> Street

## BAP Izzio Bakery



- 75 new jobs to Louisville
  - Will bring total employment to 195 jobs
- \$2,200,000 in total improvements and equipment purchases
  - \$86,700 paid in City Permit Fees, Construction Use taxes, and Consumer Use Taxes
  - \$10,500 is for Open Space and Historic Preservation purposes

## BAP Izzio Bakery



- Meets the general criteria of the BAP Program
  - retention of existing jobs,
  - expansion of jobs,
  - utilizing existing buildings, and
  - encouraging the diversity of jobs or employment opportunities
- Other locations considered include Denver, Broomfield and Adams County

## BAP Hope Foods



### Proposed Assistance:

- 50% rebate of City Building Permit Fees
  - \$1,400 value
- 50% rebate of Construction Use Taxes
  - \$1,500 value
- 50% rebate of Consumer Use Taxes
  - \$30,000 value
- Incentives capped at 50% of fees paid

BAP Hope Foods



Action Requested:

Resolution approving a Business Assistance  
Package with

**Izzio Artisan Bakery, LLC**

**SUBJECT: DISCUSSION/DIRECTION/ACTION – 550 SOUTH MCCASLIN  
BOULEVARD REQUEST FOR PROPOSALS (FORMER SAM’S  
CLUB SITE)**

**DATE: JANUARY 5, 2016**

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

**SUMMARY**

The Louisville Revitalization Commission (LRC) has prepared a Request For Proposals (RFP) to seek interest in the redevelopment of 550 S. McCaslin Blvd., the former Sam’s Club property. Staff seeks direction to release the RFP.

**BACKGROUND:**

The property located at 550 South McCaslin Boulevard encompasses approximately 13.16 acres in the McCaslin Boulevard area of Louisville and was formerly occupied by a Sam’s Club facility, but has remained vacant since the store’s closing in early 2010. The store’s closing has caused significant declines to the retail activity in and around the area. The building is 127,000 square feet in size and cannot be divided into smaller spaces without significant expense. Private restrictive covenants placed on the property prevent many of the most viable potential reuses of the current building. The property has a lack of full maintenance creating an impression the area is deteriorating. The McCaslin Boulevard area is the main retail sales tax generating area in Louisville and the minimal use of the property is lessening the retail viability of the area.

On September 1, 2015, City Council approved Resolution No. 58, Series 2015 approving an Urban Renewal Plan for 550 S. McCaslin Blvd. With that action, the LRC is responsible for implementation of the Urban Renewal Plan.

The LRC reviewed and approved the draft RFP at its December 15, 2015 meeting.

**DISCUSSION:**

The attached RFP is has been prepared as a joint request by the City and the LRC. Each organization has differing abilities to contribute to a successful project.

The RFP is broken into several sections to describe the property, related rules and regulations on the property, potential incentives, proposal requirements and preferences, and intended schedule. For further information regarding these sections, please see the attached RFP.

Potential incentives noted in the RFP include the City’s incentives available in the Business Assistance Program (BAP). Those are:

- Rebates of the City’s 3.0% general Construction Use Tax on building materials

**SUBJECT: 550 SOUTH MCCASLIN BLVD. REQUEST FOR PROPOSALS**

**DATE: JANUARY 5, 2016**

**PAGE 2 OF 2**

- Rebates of the City’s Building permit fees related to a project
- Rebates of the City’s 3.0% sales tax due to new sales tax generation from a project

The LRC can apply its Urban Renewal powers to address blighting factors on the property.

The City expects this RFP to result in the City and the selected proposal team entering into an exclusive negotiation period during which a tentative development agreement will be prepared outlining the responsibilities, actions, costs, and public assistance to accomplish the desired project. Such agreement will then be presented at future meetings of the LRC and City Council for consideration.

The estimated timeline for this RFP is as follows:

January 8, 2016.....Issue Request For Proposals  
 March 10, 2016, 5:00 PM MST.....RFP responses due  
 March 18, 2016.....Notification of Short-Listed Proposers (if needed)  
 April 4-8, 2016.....Presentations / Interview to Staff (if requested)  
 April/May, 2016 ...LRC and City Council direction to staff on preferred concept/proposer  
 April/May, 2016... .Staff negotiates detailed tentative agreement with preferred proposer  
 June, 2016.....LRC and City Council consideration of detailed final agreement

Staff intends to publicize the opportunity on the City’s website, send to area developers that have expressed an interest in the past, send a press release to area newspapers and business journals, and sent to commercial broker contacts.

**RECOMMENDATION:**

Staff recommends Council approve the attached Request For Proposals and direct staff to release the RFP for 550 S. McCaslin Boulevard.

**ATTACHMENT(S):**

1. Presentation
2. Draft 550 S. McCaslin Request for Proposals

# 550 S. McCaslin Request For Proposal

Aaron DeJong  
January 5, 2016

## Background

- September 1, 2015
  - Council approved the 550 S. McCaslin UR Plan
  - Implementation goes to the Louisville Revitalization Commission (LRC)
- Draft RFP prepared
  - LRC reviewed on December 15, 2015

## **550 McCaslin RFP**

Council Questions from August 18, 2015

- Prepared as a joint request of City and LRC
- Several section in RFP
  - property description,
  - related rules and regulations on the property,
  - potential incentives,
  - proposal requirements and preferences, and
  - intended RFP schedule

## **Potential Incentives / Assistance**

- City's incentives available in the Business Assistance Program (BAP). Those are:
  - Rebates of the City's 3.0% general Construction Use Tax on building materials
  - Rebates of the City's Building permit fees related to the project
  - Rebates of the City's 3.0% sales tax due to new sales tax generation from the project
- The LRC can apply its Urban Renewal powers to address blighting factors on the property

## **RFP Schedule**

- Issue Request For Proposals.....Jan 8, 2016
- RFP responses due.....5:00 PM MST Mar 10, 2016
- Notify Short-Listed Proposers (if needed).....Mar 18, 2016
- Presentations/Interview to staff (if requested).....Apr 4-8, 2016
- LRC/Council direction on preferred concept/proposer.....April/May, 2016
- Staff negotiates tentative agreement with preferred proposer.....May 2016
- LRC and City Council consider detailed final agreement.....June 2016

## **Publicizing**

1. City's website,
2. send to area developers that have expressed an interest
3. press release to area newspapers and business journals, and
4. send to commercial broker contacts.

## Recommendation / Action

Staff recommends approving the attached RFP.

### **ACTION:**

Approve the 550 S. McCaslin RFP

## 550 S. McCaslin RFP



**REQUEST FOR PROPOSALS**  
**Redevelopment of 550 South McCaslin Boulevard**  
**In**  
**Louisville, Colorado**

**Offered by:** The Louisville Revitalization Commission

**Issued:** January 8, 2016

**Submissions Due:** No later than 5:00 pm MST | March 10, 2016

**Deliver by Mail or in Person:**

Louisville Revitalization Commission

749 Main Street

Louisville, CO 80027

Attention: Aaron DeJong

**Email:**

[aarond@louisvilleco.gov](mailto:aarond@louisvilleco.gov)



The Louisville Revitalization Commission (LRC) is seeking proposals to partner in the redevelopment of a 13 acre parcel located at 550 S. McCaslin Boulevard.

## **Information regarding the City of Louisville, Colorado**

### ***Population and Location***

Louisville, Colorado is a home rule municipality located within Boulder County roughly six miles east of the City of Boulder and 25 miles northwest of Denver. Louisville has a population of 18,374 according to the 2010 U.S. Census.

The City of Louisville has often been recognized for its livability. Money Magazine has consistently named Louisville one of the “Best Place to Live” for small cities in the United States. Many things contribute to this exemplary quality of life and positive economic condition including 1,700 acres of open space, dozens of great eateries, a thriving arts scene, great schools, wonderful neighborhoods and a diverse mix of employment opportunities.

The community has a strong and highly educated citizenry with 68.8% of adults having a bachelor’s degree and 32.7% having a master’s degree or more. Many Louisville businesses employing over 12,000 workers in town focus in the technology, bioscience, aerospace, manufacturing, food, and recreation industries.

Louisville has excellent access to the University of Colorado-Boulder as well as several federal research labs including; the National Renewable Energy Laboratory (NREL), National Oceanic and Atmospheric Administration (NOAA), National Institute for Standards and Technology (NIST), University Corporation for Atmospheric Research (UCAR), and the National Center for Atmospheric Research (NCAR).

### ***Centennial Valley Area, Louisville***

The Centennial Valley area of Louisville is the community’s main retail and office corridor originally developed in the early 1990’s. Several major retailers reside in the area including Home Depot, Lowe’s, Albertson’s, and Kohl’s, as well as many local and national shops and restaurants.

Within one mile of the property, over 4,500 jobs are located in the area.

## **DEVELOPMENT OPPORTUNITY**

The LRC and City want to promote a quality redevelopment for the property and are looking for proposals. The property lies in the heart of Louisville’s main retail and office corridor, and its redevelopment can enhance the entire area. Because of this, the LRC and City are willing to pursue actions and make available public resources into project(s) that meet public interest for the property, including addressing blighting factors found on the property as described below.

### ***The Redevelopment Area***

The City seeks redevelopment proposals for project(s) at 550 S. McCaslin Boulevard that address the blighting factors present upon the property and stimulate economic activity for the area. The City is most interested in near-term redevelopment proposals that meet the current zoning regulations for the property. At the same time, the City is interested in proposals that enhance the viability for the long-term community vision for the surrounding properties.

## **SITE DETAILS**

### **Property**

The property is 13.15 acres and has a 127,000 square foot single-story building and 600 stall parking lot constructed for a Sam's Club retail warehouse. The Sam's Club ceased operations in January 2010 and remained vacant for several years. The building is currently being rented partially to Ascent Community Church and Low-Cost office furniture. A site map is attached.

### **Site Ownership**

The property is owned by Centennial Valley Investments, LLC. The main contact for the owner is:

Mr. Rick Dunn  
Phone: (303) 882-1798  
Email: [rdunn7676@gmail.com](mailto:rdunn7676@gmail.com)

Respondents are encouraged to coordinate with the property owner to the extent their property is included in the project proposal.

### **Utilities**

The property is serviced by all utilities. Electricity and natural gas is provided by Xcel Energy. Water and wastewater services are provided by the City of Louisville. Telecommunications are in the area and utility easements are recorded to access the property.

### **Relation to the Comprehensive Plan**

The 2013 Louisville Comprehensive Plan has the property within the McCaslin Boulevard Urban Center. The Plan states McCaslin Boulevard Urban Center shall remain the City's primary retail center that is supported by a mix of land uses including office and residential. The Plan also states that as properties redevelop over time, attention will be given to enabling a more interconnected block structure that introduces a walkable street network, and the possibility of a mixture of uses, to an area that currently consists of large single purpose properties.

### **Zoning**

The current zoning for Centennial Valley Parcel O, which includes 550 S. McCaslin Blvd. is Planned Community Zone District (PCZD) – Commercial/Residential. The Commercial component to the zoning applies to this property. The uses outlined in City zoning ordinance for PCZD-Commercial are:

1. Any retail trade or service business;
2. Professional, business and administrative offices;
3. Motels and hotels;
4. Cultural facilities, such as museums, theaters, art galleries and churches;
5. Pedestrian plazas and pedestrian ways, including such amenities as outdoor art exhibit facilities, statuary, fountains and landscaping features;
6. Outdoor specialty uses, including sidewalk cafes and outdoor marketplaces to provide unique congregating places for sales and shopper interests;
7. Recreational facilities, both indoors and outdoors, such as ice skating and roller skating rinks which may be designed as integral parts of a center;
8. Restaurants, both indoor and drive-in types, food-to-go facilities, sidewalk cafes;
9. Hospitals and medical clinics;
10. Transportation terminals, parking lots and parking buildings;
11. Animal hospitals and clinics;
12. Automobile service stations, subject to prescribed performance and development standards;
13. Nursing and rest homes;
14. Small and large child care centers;
15. Financial offices, including banks and savings and loans;
16. Accessory structures and uses necessary and customarily incidental to the uses listed in this section;
17. Governmental and public facilities;
18. Research/office and corporate uses, and facilities for the manufacturing, fabrication, processing, or assembly of scientific or technical products, or other products, if such uses are compatible with surrounding areas. In addition, such facilities shall be completely enclosed and any noise, smoke, dust, odor, or other environmental contamination produced by such facilities, confined to the lot upon which such facilities are located and controlled in accordance with all applicable city, state, or federal regulations;
19. Other uses as established by the city council as found to be specifically compatible for commercial and office planning areas.
20. Limited wholesale sales as defined in [section 17.08.262](#) of this title are allowed as a special review use.
21. Retail marijuana stores and retail marijuana testing facilities.
22. Mobile retail food establishments, mobile food vehicles and mobile vending carts subject to prescribed performance and development standards outlined in [section 17.16.310](#).

### **General Development Plan**

While the above describes the general menu of PCZD – Commercial uses under the City zoning ordinance, uses are further limited by and restricted to those established under the PCZD General Development Plan (GDP), which provides for a Commercial /

Retail designation for the property. This property is a part of Parcel O of the GDP and allows for an average Floor Area Ratio (FAR) of 0.2 without modifications to the GDP. Other uses or densities not within the Commercial / Retail designation or 0.2 FAR necessitate a GDP amendment. Additional zoning information and a copy of the GDP map are attached.

### **Restrictive Covenants**

The uses on the property are also limited by private restrictive covenants among the owners of the commercial properties bounded by McCaslin, Dillon, Cherry, and Dahlia streets. A copy of the restrictive covenants is attached and those restrictions include:

- No general merchandise discount department store other than on Lot 2 (the subject property)
- No supermarkets other than on Lot 1.
  - Other lots can have less than 5,000 sf devoted to retail sale of food for off-premise consumption
- Only Lot 2 may have an optical center
- Pharmacy only on Lots 1 and 2
- No more than 2 banks, unless banking is incidental to the primary use
- Only one fuel station
- Only one drive-thru restaurant selling hamburgers or ground beef products
- Limited entertainment uses

At the time Centennial Valley Investments, LLC purchased the property, the previous owner, Walmart, required an additional restriction limiting uses further to no stores selling a range of merchandise “at a discount” allowed, which is the use for which the site was originally developed.

### **Blighting Factors**

The City Council on May 6, 2014, directed staff to commission a Conditions Survey, a copy of which is attached for reference. The Conditions Survey identified 4 blighting factors on the property that have limited the viability of the property. They are:

- 1) Faulty lot layout in relation to size, adequacy, accessibility, or usefulness:
  - a. Lot configuration results in former Sam’s Club building being narrow and deep with respect to the front entrance, rather than shallow and wide
  - b. Building orientation makes it difficult to partition effectively; resulting spaces would be too narrow and deep for adequate retail layout
  - c. Other non-retail uses that might be compatible with a deep, narrow layout are prohibited
- 2) Deterioration of site or other improvements:
  - a. Facility is 127,000 square feet with a 600+ car parking lot, requiring significant upkeep expenses
  - b. Currently only used during a small portion of the time by a community church, which does not generate the revenue needed for full maintenance

- c. Potholes, cracked parking curbs, and other signs of lower maintenance levels are evident
- 3) Defective or unusual conditions of title rendering the title nonmarketable:
  - a. Restrictive covenants put in place at time of development to limit competition between tenants and sharply limit entertainment uses
  - b. Most notable restriction is that no competing grocer to Albertsons is allowed
  - c. More broad restrictions put in place during sale from Sam's Club to current owners after the store closed; this includes no stores selling a range of merchandise "at a discount" allowed, which is the use the site was originally developed for, and additional restrictions on entertainment uses
  - d. Viable tenants who would fully utilize the property would likely be prevented from doing so
- 4) The existence of health, safety, or welfare factors requiring high levels of municipal services or substantial physical underutilization or vacancy of sites, buildings, or other improvements.
  - a. Underutilized property
  - b. Parking lot sits mostly empty during normal business hours
  - c. Community Church uses a small portion of the property during only a small portion of the week

These blighting conditions limit the ability to re-tenant or redevelop the building for retail purposes. The LRC and City are willing to pursue actions to address these blighting factors.

#### **EXCLUSIVE NEGOTIATION PERIOD**

The City expects this RFP to result in the City and the selected proposal team entering into an exclusive negotiation period during which a development agreement will be prepared outlining the responsibilities, actions, costs, and public assistance to accomplish the desired project. Such agreement will then be presented at future meetings of the public bodies that are a party to the agreement.

#### **INCENTIVES AND PROGRAMS**

The City and LRC expect an implementable development plan for the property may need public support. The LRC and City may offer one or more of the following incentives to the selected developer(s) depending on the benefit to the community from the proposed redevelopment project(s):

- Rebates of the City's 3.0% general Construction Use Tax on building materials
- Rebates of the City's Building permit fees related to the project;
- Rebates of the City's 3.0% sales tax due to new sales tax generation from the project;
- Actions to address blighting factors preventing the desired project.

#### **PROPOSAL REQUIREMENTS AND PREFERENCES**

The LRC and City are interested in entertaining project proposals that meet the community's desire for the McCaslin Boulevard Urban Center. The most desirable

project will be uses that satisfy the current zoning on the property. Incorporation of the project with area properties while encouraging the desired transitions for the area is also desired.

### ***Requirements for Proposal Responses***

1. Identify and describe the developer, including developer's name, corporation name (if applicable) or business name, names of all individuals who are principal owners (if an entity), addresses, telephone numbers, fax numbers, e-mail addresses, and the name of the primary project contact.
2. Describe the developer's relevant project experience for up to 5 projects, if applicable. The LRC is most interested in current or recently completed projects.
3. Provide a summary of the development proposal for the property. The summary must provide the following information:
  - a. Project Name
  - b. Project uses and/or tenants occupying the project
  - c. Size of project (in square feet) by use or tenant
  - d. Estimated sales/revenues by use and/or tenant occupying the project
  - e. Conceptual site plan for the project, including proposed improvements
  - f. Estimated project costs
  - g. Timeframes for specific milestones to achieve the project.
4. Documentation outlining control of the property. This may include agreements or letters of intent stating the proposer has access or control of the property to complete the project.
5. Requested assistance from the LRC or City to advance the project. This may include:
  - a. Financial Assistance / incentives
  - b. Rezoning requests
  - c. Actions to remediate blighting factors
6. A statement regarding the developer's willingness to enter into an exclusive negotiating period should the project be selected as the preferred project.

### **PREFERENCES**

The City and LRC prefer respondents demonstrate how their proposal will address each of the objectives below in their written and graphic materials:

1. **Community Benefit** – Projects that leverage limited public resources to achieve long-term measurable community benefits, significant levels of private sector investment and reflect the current realities of the market.
2. **Impactful Projects** – Proposals that will have a lasting impact on nearby properties and the entire community.

3. **Quality Design** – Proposals that are well designed, sensitive to the surrounding context and use of quality materials.
4. **Property Owner Participation** – Responses that demonstrate participation, consultation, or endorsement by affected property owners.
5. **Timeliness** – Projects that are positioned to move forward in the near term and commit to significant milestones.
7. **Adheres to the Comprehensive Plan** – Projects that advance the concepts outlined in the Comprehensive Plan for the McCaslin Boulevard Urban Center.

### **PRE-SUBMITTAL CONFERENCE**

Staff will hold a non-required pre-submittal conference for interested proposers to ask questions relating to the opportunity. The conference will be held:

Date: Tuesday, January 26, 2016  
Time: 1:00 PM MST  
Location: City Council Chambers, Second Floor  
Louisville City Hall  
749 Main Street  
Louisville, CO 80027

### **EVALUATION AND SELECTION**

Evaluation of RFP responses will be based upon Proposal Requirements and Preferences. Staff may request interviews to obtain a better understanding of a proposal.

The City anticipates entering into exclusive negotiations with a developer following the initial screening and evaluation process. All projects needing land use and/or construction approvals will be reviewed and approved through the City's normal development review processes.

The LRC shall have the final decision on whether to move forward with any proposal.

### **GENERAL PROVISIONS AND CONDITIONS**

The LRC reserves the right to:

- Reject any and all responses.
- Waive any irregularities in a response.
- Cancel, revise, or extend this solicitation.
- Request additional information of any one, some or all proposers on any response beyond that required by this RFP.
- Modify the selection process set forth in this RFP upon written notification to all respondents who have not been rejected at the time of modification.

### **SUBMISSION REQUIREMENTS AND SCHEDULE**

Interested developers must submit 1 paper copy of the response to the RFP, including a letter of interest outlining response requirements and preferences and 1 electronic copy.

Limit the responses to no more than 20 pages. Maps, drawings, photos, figures, etc. do not count toward the 20 page limit. The LRC will become owner of all submitted materials and will not pay any costs related to any responses to the RFP. RFP response materials will be considered public records and made available to the public in accordance with open records laws.

Additional information may be requested from any proposer to assist in evaluating the proposal.

The City reserves the right to modify the timeline and to issue addenda to this document.

#### Estimated Dates for RFP Actions

Issue Request For Proposals	January 8, 2016
RFP responses due	5:00 PM MST March 10, 2016
Notification of Short-Listed Proposers (if needed)	March 18, 2016
Presentations / Interview to Staff (if requested)	April 4-8, 2016
LRC and City Council decision on proposals	April/May, 2016
Desired proposal to enter negotiations	April/May, 2016

Selected developer(s) may be invited to give a presentation on all aspects of the proposal, including design concepts, development cost, financial capacity/lender commitments, terms of site acquisition, and implementation schedule to the LRC and/or City Council.

#### **CONTACT INFORMATION**

Louisville Revitalization Commission  
Aaron M. DeJong, Economic Development Director  
303.335.4531  
[aarond@louisvilleco.gov](mailto:aarond@louisvilleco.gov)

Exhibit A: Site Map

Exhibit B: Centennial Valley General Development Plan

Exhibit C: Current Private Development Restrictions

[Link to Louisville Comprehensive Plan](#)

[Link to McCaslin Small Area Plan Information](#)

**SUBJECT: DISCUSSION/DIRECTION – SPECIAL EVENTS**

**DATE: JANUARY 05, 2016**

**PRESENTED BY: MEREDYTH MUTH, PUBLIC RELATIONS MANAGER**

**SUMMARY:**

Continuing the special events discussion from [October 20, 2015](#), staff returns to the City Council with suggested changes to the Special Event permit process and suggested noise regulations. Staff discussed a variety of options for limiting events, including the hope of moving events to other locations in town. While we have had some luck moving a few running events to new locations, there is little interest from event hosts in using parks other than Community. Given that, staff recommends tightening some of the rules and regulations for permits, limiting the use of Community Park for events over 250 people, and instituting noise regulations for live music and amplified sound.

***Permit Changes***

- A requirement for total recovery of City costs for non-City sponsored events. This will include all staff time at the event and prior to the event if needed. (It will not include staff time to review permits as that is covered in the permit fee.)
- Costs for police presence and staff presence at events will be estimated and billed prior to the event. Payment must be received prior to the event.
- The applicant is responsible for any damage to City property caused by the event or subcontractors.
- Staff will do its best to limit or deny a permit that competes with an existing event (running events excluded).
- The City will not lend out barricades or signage for non-City-sponsored events.
- To limit street closures and impacts in residential areas, staff may deny permits for events that impact the same street repeatedly.
- Any complaints about an event (during and after) will be taken into consideration for future permits. Significant complaints and/or safety concerns coming from an event will make the organizer ineligible for a special event permit with the City for one year.

**SUBJECT: DISCUSSION/DIRECTION – SPECIAL EVENTS**

**DATE: JANUARY 5, 2016**

**PAGE 2 OF 3**

- All Traffic Control Plans (TCP) must be from a certified traffic engineer, be legible, and use a current street or trail map to identify routes and locations.
- In the event of snow for an event, the City will not prioritize snow removal for an event over normal snow removal routes for streets and trails.
- Permit fee for 2016 has been set at \$400.

**Limits to Use of Community Park**

- Non-Louisville renters of the Park will pay 25% higher rates than resident renters. (This will be for all park rentals in 2016.)
- Events with an attendance over 250 people will be limited to 15 per year to be allocated as follows:
  - 5 Cultural Council Concerts in the Park
  - 5 Movies in the Park (Project Louisville)
  - 1 Razzle Dazzle (Impact on Education)
  - 1 Pints in the Park (Chamber of Commerce)
  - 3 additional events permitted on a first-come first-serve basis (races, corporate picnics, etc.)

**Amplified Sound/Live Music Regulations:**

- Maximum decibel (dBA) levels to be

<b>Zoning District or Property</b>	<b>Time Restrictions</b>	<b>Maximum Allowable Decibels Permitted</b>
Residential	7 AM – 9 PM	55 dBA
	9 PM – 7 AM	50 dBA
Commercial	7 AM – 10 PM	70 dBA
	10 PM – 7 AM	65 dBA
Industrial	7 AM – 10 PM	75 dBA
	10 PM – 7 AM	70 dBA
Community Park	7 AM – 9 PM	55 dBA
	9 PM – 7 AM	50 dBA
	4 PM Sunday – 7 AM Monday	50 dBA & no amplified sound permitted

- Exemptions to the levels and times can be granted through a Special Event Permit or Park Rental Permit on the condition that sound may not exceed a level of 80 dBA when measured from the nearest residential property line. *This should allow for the Street Faire, the Labor Day Parade, Concerts in the Park, and Movies in the Park to continue without impacts from the new regulations.*

**SUBJECT: DISCUSSION/DIRECTION – SPECIAL EVENTS**

**DATE: JANUARY 5, 2016**

**PAGE 3 OF 3**

- Remove requirements for Live Music Permit and replace it with new decibel levels for Amplified Sound /Live Music.
- A warning will be given out first by the Police Department, followed by a ticket if problem continues.

**FISCAL IMPACT:**

- Should lead to a higher cost recovery for events
- City will need to purchase sound meters for the Police Department

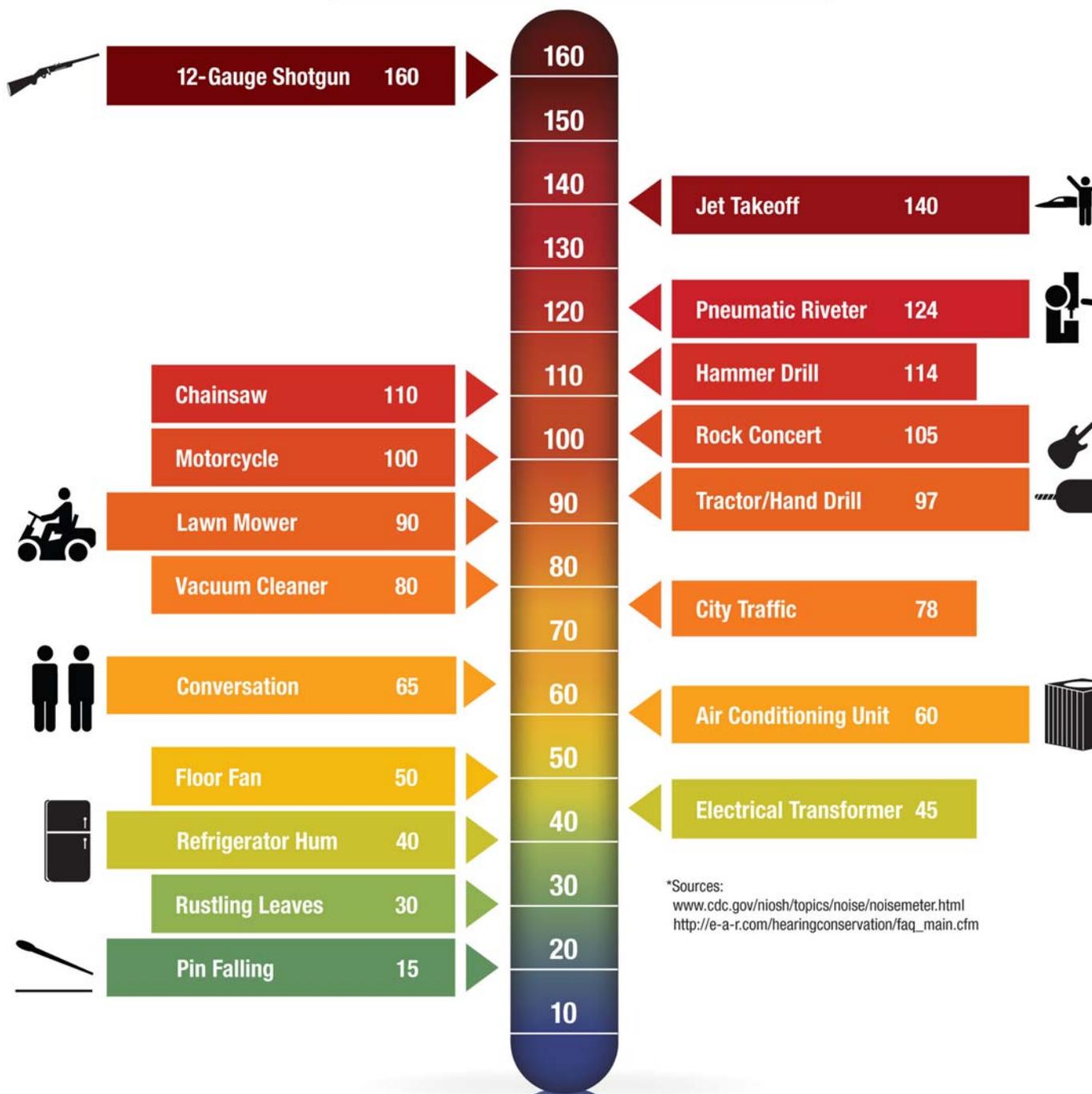
**RECOMMENDATION:**

Discussion/Direction

**ATTACHMENT(S):**

1. Decibel level comparison chart.

# Decibel Scale (dBA)\*



\*Sources:  
[www.cdc.gov/niosh/topics/noise/noisemeter.html](http://www.cdc.gov/niosh/topics/noise/noisemeter.html)  
[http://e-a-r.com/hearingconservation/faq\\_main.cfm](http://e-a-r.com/hearingconservation/faq_main.cfm)

**SUBJECT: 1125 PINE STREET MINOR REPLAT**

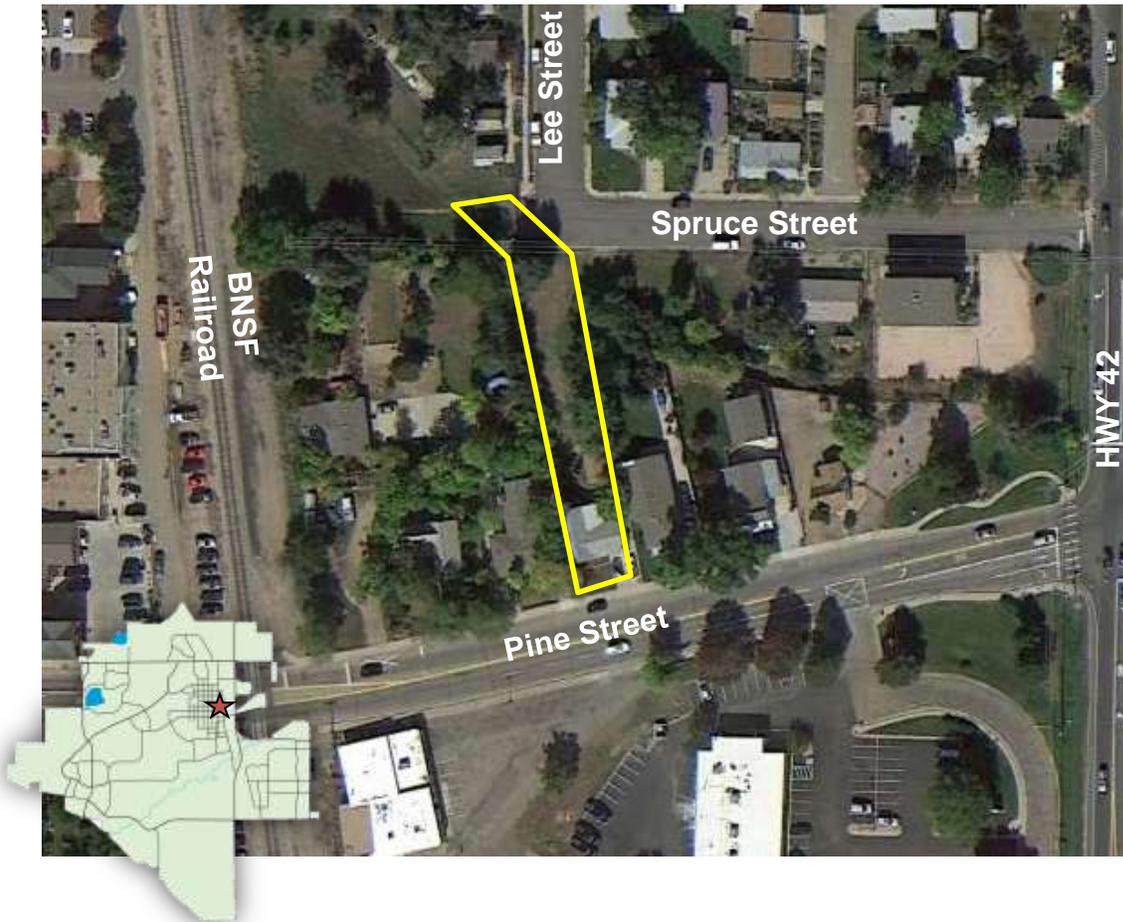
- 1. ORDINANCE NO. 1711, SERIES 2016 – AN ORDINANCE APPROVING A REZONING OF A PARCEL OF LAND LOCATED AT 1125 PINE STREET FROM CITY OF LOUISVILLE COMMERCIAL COMMUNITY (CC) TO MIXED-USE RESIDENTIAL (MU-R) AND RESIDENTIAL MEDIUM DENSITY (R-M) AND AMENDING THE BOUNDARIES OF THE OLD TOWN OVERLAY DISTRICT IN CONNECTION THEREWITH – 1<sup>ST</sup> READING – SET PUBLIC HEARING 1/19/16**
- 2. RESOLUTION NO. 2, SERIES 2016 –A RESOLUTION APPROVING A REPLAT TO COMBINE THREE PARCELS AND SUBDIVIDE THE PROPERTY INTO TWO SEPARATE LOTS AT 1125 PINE STREET – *CONTINUE TO 1/19/16***

**DATE: JANUARY 5, 2016**

**PRESENTED BY: LAUREN TRICE, PLANNING AND BUILDING SAFETY DEPARTMENT**

**SUMMARY:**

The site is located on the north side of Pine Street between the BNSF Railroad and Highway 42. The property extends north to the corner of Spruce and Lee Streets. The applicant is proposing to create two lots on the property which triggers the rezoning of this property from Commercial Community (CC) to Residential Medium Density (RM) and Mixed Use – Residential (MU-R).



**BACKGROUND:**

The site is located on the north side of Pine Street between the BNSF Railroad and Highway 42. The property extends north to the corner of Spruce and Lee Streets. The single property owned by Patrick V. Dee has two descriptions recorded with Boulder County and includes three parcels. Parcel A, which abuts Pine Street, is 10,140 SF and has a 1,060 SF single-family home, tool shed, and chicken coop. According to Boulder County, the existing home was constructed in 1930. Parcel B is 3,725 SF and Parcel C is 2,398 SF. Both Parcel B and Parcel C do not have any improvements. The property is within the Commercial Community Zone District (CC) and a part of the Highway 42 Revitalization Area.



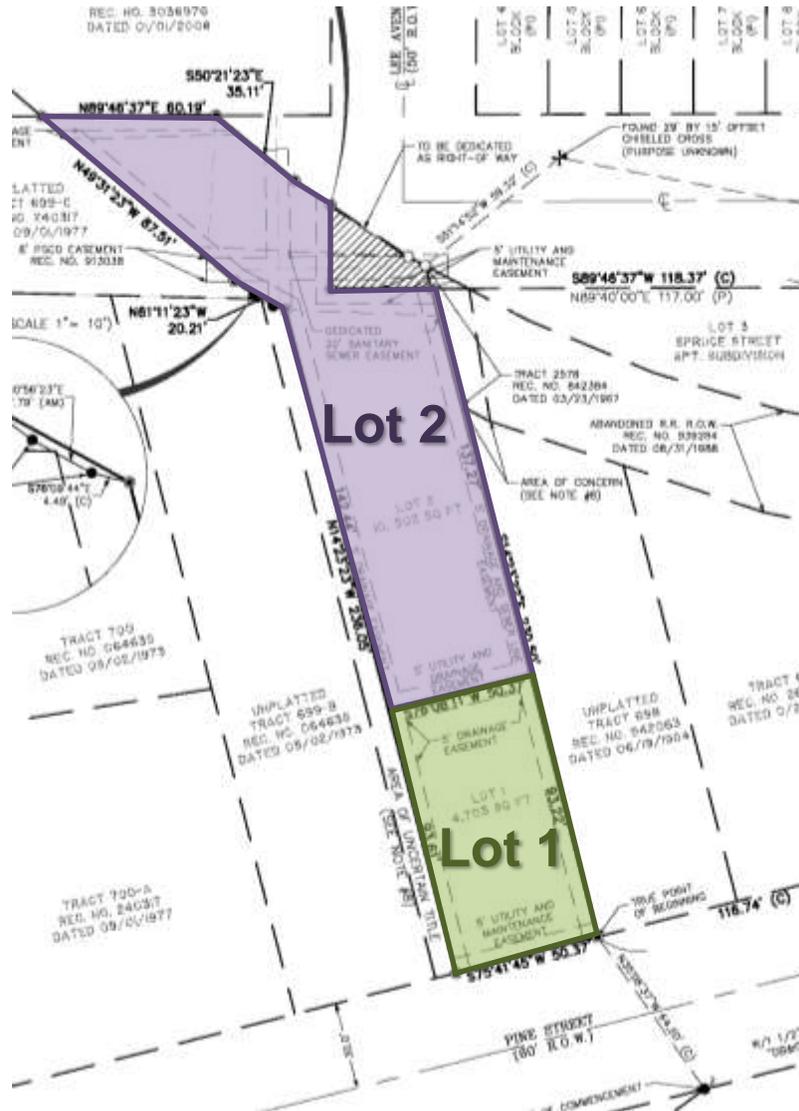
*1125 Pine Street – Improvement Survey Plat*



*1125 Pine – Existing Single-Family Home*

**PROPOSAL:**

The minor subdivision request is to combine the existing three parcels and then divide the single 15,813 SF lot into two smaller lots. The future lots, if approved, trigger the rezoning of the property as outlined in the Highway 42 Revitalization Area Comprehensive Plan. The existing 1125 Pine Street, the proposed Lot 1, would be 4,703 SF and rezoned to the Mixed Use Residential (MU-R) Zone District. The existing single-family dwelling is not an allowed use in the MU-R Zone District and would be considered a legal, non-conforming use. Any new development on this lot would require a Planned Unit Development (PUD). The northern Lot 2, would be 10,502 SF and rezoned to the Residential Medium Zone District (RM). The corner of Lee Street and Spruce Street would be dedicated for right-of-way. Residential development on the proposed Lot 2 would not require a PUD.



**MINOR SUBDIVISION**

The subdivision of property in Louisville is regulated by Title 16 of the Louisville Municipal Code. Section 16.12.110, of the Louisville Municipal Code (LMC), establishes the review procedures for a Minor Subdivision. The section states:

“A subdivision application meeting one or more of the following criteria shall be eligible for review as a minor subdivision:

1. The subdivision results in no more than two lots; each lot is adjacent and has access to an accepted and maintained public street; the improvements required by chapter 16.20 (streets and utilities) are already in existence and available to serve each lot; each lot will meet the requirements of the city’s zoning regulations

without the necessity for a variance; no variance has been granted within the three previous years to any lot; and, no part of the subdivision has been approved within three years prior to the date of the submission of the minor subdivision plat;

2. The subdivision is of a lot, previously created by an approved final subdivision plat, which is split or subdivided into not more than two lots and the lots created by the split comply with the applicable dimensional requirements of the city's zoning regulations."

Staff believes this request complies with the above criteria and is therefore eligible for a minor subdivision review.

Section 16.16.010 – General design and construction standards

This section of the code applies seven general design criteria regarding the compatibility and functionality of the site, which staff has found the application meets. The proposed minor subdivision is in compliance with the 2013 Comprehensive Plan and the Highway 42 Revitalization Area Plan.

The applicant has agreed to the addition of a sidewalk along Spruce Street adjacent to the property to create "safe and convenient movement" as stated in Section 16.16.010(b) of the Louisville Municipal Code (LMC).

The design criteria in Section 16.16.10(c) of the Louisville Municipal Code states:

"The layout of lots, blocks, and buildings and other structures must provide desirable settings for buildings and other structures, make appropriate use of natural contours, protect the view, provide for adequate light and air, and afford privacy and protection from adverse noise and traffic for the residents and neighbors."

The minimum lot size for the RM Zone District, which would be applied to Lot 2, is 7,000 SF. The proposed Lot 2 is 10,502 SF. The MU-R Zone District, which would be applied to Lot 1, does not have a minimum lot size requirement. Staff discussed the small lot size of 4,705 SF with the applicant. The applicant stated they would develop the lot in the future and potentially share parking with Lot 2. No conceptual site plans have been presented.

Staff believes the application meets the standards laid out in Section 16.16.010.

Section 16.16.030 – Streets, alleys, easements

The proposal includes the dedication of the right-of-way at the Lee Avenue and Spruce Streets. The proposal includes 5 foot easements for drainage and utilities along the

perimeter of both lots and a 20 foot dedicated sanitary sewer on the northern portion of the proposed Lot 2. The Public Works Department has reviewed the right-of-way dedication and easements. Staff believes that the application meets the standards laid out in Section 16.16.030.

Section 16.16.050 - Lots

Lot requirements are as follows:

*A. Lots shall meet all applicable zoning requirements.*

The proposed lots meet all applicable zoning requirements. The existing structure on the proposed Lot 2 would be a legal, non-conforming use based on the proposed rezoning to MU-R.

*B. Each lot shall have vehicular access to a public street.*

The proposed Lot 1 would continue to have existing vehicular access off of Pine Street. The proposed Lot 2 would have vehicular access off of Spruce Street.

*C. The maximum depth of all residential lots shall not exceed 2½ times the width thereof. For all other lots, the depth shall not exceed three times the width.*

The dimensions for proposed Lot 1 are 93' x 50'. The depth is 1.86 times the width. The dimensions for the proposed Lot 2 are approximately 230'x55' from the northernmost corner to the southernmost corner. The depth is 4.18 times the width. Lot 2 approaches the corner of Spruce Street and Lee Avenue creating a lot that feels divided and, therefore, minimizing the depth of the lot. Lot 2 functions as two lots with the norther portion approximately 60x90 and the southern portion approximately 50x137. The southern portion does not comply with criterion C.

*D. The minimum lot frontage, as measured along the front lot lines shall be 50 feet, except for lots abutting a cul-de-sac, in which case such lot frontage may be reduced to 35 feet.*

The lot frontage for Lot 1 is 50.37 feet and the lot frontage for Lot 2 is approximately 100 feet.

*E. Double-frontage, reverse-frontage, and reverse-corner lots shall be prohibited except where essential to provide separation from arterial streets or from incompatible land uses. A planting screen easement of at least ten feet in width, across which there shall be no vehicular right of access, may be required along the lot line of lots abutting such traffic artery or other incompatible use.*

The minor subdivision eliminates an existing double-frontage lot.

*F. Side lot lines shall be substantially at right angles or radial to street lines.*

The side lot lines of the proposed Lot 1 are at right angles to Pine Street. The side lot lines of the proposed Lot 2 are not at right angles. These side lot lines are already in place and not created by this subdivision.

*G. The minimum average lot area for subdivisions of land within an SF-R zone district shall be 2½ acres; the minimum average lot size for subdivisions of land within an R-RR zone district shall be five acres.*

This criterion does not apply to this request because it is not within the SF-R or R-RR Zone Districts.

In summary, staff believes the application satisfies four of the seven criteria established in Section 16.16.050. Of the three remaining criteria, the requirement for minimum lot area does not apply; the existing lot already violates the requirement for right-angled side lot lines and thus that requirement cannot be met for this property; and staff believes the lot depth requirement in 16.16.50(C) can be addressed as provided in Section 16.24.010, which states:

*“The city council, upon advice of the planning commission, may authorize modifications from these regulations in cases where, due to exceptional topographical conditions or other conditions peculiar to the site, an unnecessary hardship would be placed on the subdivider. Such modifications shall not be granted if it would be detrimental to the public good or impair the basic intent and purposes of this title. Any modification granted shall be in keeping with the intent of the comprehensive development plan of the city.”*

Staff believes the site is a “peculiar” shape due to the abandoned railroad right-of-way and existing depth of the lot. The subdivider would be unable to provide two lots which meet the depth to width ratio while providing the required lot frontage. Staff recommends City Council, upon the advice of Planning Commission, authorize the modification from depth to width ratio requirement.

Section 16.16.060 – Public sites and dedications

Staff reviewed the site with the Parks and Recreation Department and recommends the required public land dedication of 15% come in the form of cash-in-lieu. If City Council agrees, the payment of the public land dedication would be based on the appraised value and would be collected at time of a building permit application.

**REZONING:**

The City developed the Highway 42 Framework Plan in 2003 to define a vision for the area compatible with Downtown Louisville, adjacent neighborhoods, and oriented toward the future RTD investment. The Framework Plan included a requirement to continue Louisville’s interconnected traditional street network.

In 2007, the City of Louisville created the Mixed Use Overlay District (Sec. 17.14 of the LMC) and the Mixed Use Development Design Standards and Guidelines (MUDDSG) to provide the regulation tools necessary to guide the character of future development in the area.

The required rezoning of this property must be consistent with the Land Use Exhibit A of the MUDDSG. The zone district boundaries shown in Exhibit A offer a framework in which specific lot boundaries are determined through each rezoning process. A side-to-side comparison of the requested rezoning and the adopted Exhibit A of the MUDDSG are shown below.

The applicant is seeking the following zone district classifications:



Proposed Zoning

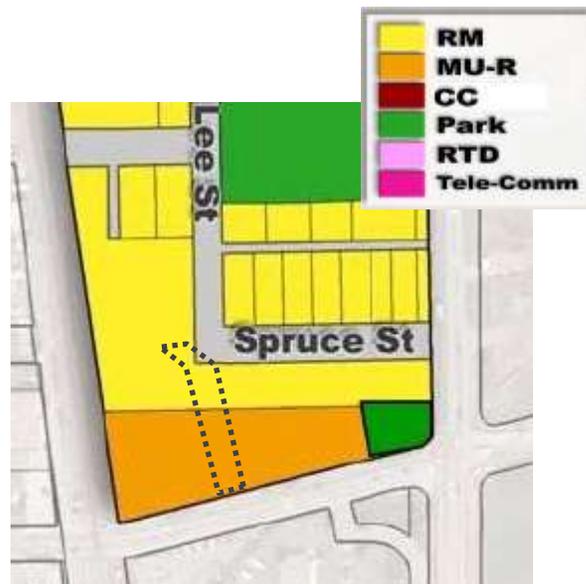


Exhibit A

Residential Medium Density Zone District (RM) – Section 17.12.010 of the LMC states “The residential medium density R-M district is comprised of areas which are primarily used for or permit multifamily development at duplex or townhouse densities.” Based on the proposed lot size of 10,502 SF, Lot 2 could be developed with up to three residential units. Staff recommends proposed Lot 2 be included in the Old Town Overlay Zoning District and any development on the property must comply with those regulations. If approved, the Old Town Overlay will be amended to include the proposed Lot 2.

Mixed-Use Residential Zone District (MU-R) – Section 17.14.0303 of the MUDDSG states “The Residential Mixed Use (MU-R) District is intended to implement the residential mixed use land use and planning goals depicted and discussed in the Highway 42 Revitalization Area Plan. Areas zoned MU-R should be used

*predominantly for higher density multi-family residential, with subsidiary commercial uses and civic uses that cater to the needs of residents and transit commuters.”* Future development on the MU-R component, Lot 1, of the proposed subdivision will need to comply with the MUDDSG. Any development on this lot would require a Planned Unit Development.

**FISCAL IMPACT**

No significant fiscal impact will result from the authorization of this request.

**PLANNING COMMISSION ACTION:**

The Planning Commission held a public hearing on the application on December 10, 2015. The Planning Commission voted 6-0 to recommend the City Council approve the application.

**RECOMMENDATION:**

Staff recommends approval of Ordinance No. 1711, Series 2016 on 1st reading and set the 2nd reading and public hearing for January 19, 2016. Staff also recommends aligning 1125 Pine Street’s replat hearing with the rezoning request and set the public hearing for Resolution No. 2, Series 2016 for January 19, 2016.

**ATTACHMENT(S):**

1. Resolution No. 2, Series 2016
2. Ordinance No. 1711, Series 2016
3. Planning Commission Resolution No. 38, Series 2015
4. Planning Commission Minutes
5. Application materials
6. Final ISP
7. Final Plat

**RESOLUTION NO. 2  
SERIES 2015**

**A RESOLUTION APPROVING A REPLAT TO COMBINE THREE PARCELS AND  
SUBDIVIDE THE PROPERTY INTO TWO SEPARATE LOTS AT 1125 PINE STREET**

**WHEREAS**, there has been submitted to the Louisville City Council an application for approval of a replat to combine three parcels and subdivide the property into two separate lots at 1125 Pine Street; and

**WHEREAS**, the subject property is zoned Commercial Community and is within the Highway 42 Revitalization Area; and

**WHEREAS**, the City Staff has reviewed the information submitted and found it to comply with Louisville Municipal Code Chapters 16.12.110 and 17.12.050; and

**WHEREAS**, after a duly noticed public hearing on December 10, 2015, where evidence and testimony were entered into the record, including the findings in the Louisville Planning Commission Staff Report dated December 10, 2015, the Planning Commission forwarded a recommendation of approval to the City Council for the replat, of 1125 Pine Street.

**NOW THEREFORE, BE IT RESOLVED** that the City Council of the City of Louisville, Colorado does hereby approve a replat to combine three parcels and subdivide the property into two separate lots at 1125 Pine Street.

**PASSED AND ADOPTED** this 19<sup>th</sup> day of January, 2016

By: \_\_\_\_\_  
Robert P. Muckle, Mayor

Attest: \_\_\_\_\_  
Nancy Varra, City Clerk

**ORDINANCE NO. 1711  
SERIES 2015**

**AN ORDINANCE APPROVING A REZONING OF A PARCEL OF LAND LOCATED AT 1125 PINE STREET FROM CITY OF LOUISVILLE COMMERCIAL COMMUNITY (CC) TO MIXED-USE RESIDENTIAL (MU-R) AND RESIDENTIAL MEDIUM DENSITY (R-M) AND AMENDING THE BOUNDARIES OF THE OLD TOWN OVERLAY DISTRICT IN CONNECTION THEREWITH**

WHEREAS, Patrick V. Dee is the owner of certain real property totaling approximately 0.36 acres located at 1125 Pine Street within the Highway 42 Revitalization Area and the legal description of which is attached hereto as Exhibit A (the "Property"); and

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

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

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

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

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

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

WHEREAS, the Mixed-Use Residential (MU-R) and Residential Medium Density (R-M) zoning classifications for the Property are consistent with the City of Louisville comprehensive plan, Louisville zoning regulations and other applicable sections of the Louisville Municipal Code; and

WHEREAS, the City Council previously adopted Ordinance No. 1195, Series 1995, which established the Old Town overlay zone district and adopted regulations pertaining to said area for the purpose of maintaining the existing character of Old Town; and

WHEREAS, in connection with this rezoning request, the City Council desires to amend the current boundaries of the Old Town overlay district to include Lot 2 of the Property within such overlay district and to codify the legal description of the Old Town overlay district.

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

**Section 1.** Pursuant to the zoning ordinances of the City, that certain Property located at 1125 Main Street within the Highway 42 Revitalization Area and legally described on Exhibit A, attached hereto and incorporated herein by reference, is hereby zoned from City of Louisville Commercial Community (CC) to City of Louisville Mixed-Use Residential (MU-R) and City of Louisville Residential Medium Density (R-M), and the City zoning map shall be amended accordingly. The portions of the Property rezoned to MU-R and R-M are as identified on Exhibit B.

**Section 2.** Chapter 17.08 of the Louisville Municipal Code is hereby amended by the addition of a new Section 17.08.352 to read as follows:

**Sec. 17.08.352. Old Town overlay district.**

*Old Town overlay district* shall mean and consist of the following legally described property:

Beginning at the northeast corner of Block 15, Caledonia Place Subdivision, thence west along Lafayette Street to Jefferson Avenue; thence north on Jefferson Avenue to Griffith Street; thence west on Griffith Street to the west boundary of the Fischer Subdivision; thence south along the west boundary of the Fischer Subdivision, the west boundary of the Nicola DiGiacomo Subdivision, and the west boundary of the Capitol Hill subdivision to South Street; thence west along the north boundary of the Louisville Heights subdivision to the northwest corner of said Louisville Heights subdivision; thence south along the west boundary of the Louisville Heights subdivision to Pine Street; thence west along Pine Street to the west boundary of the Corrigan subdivision; thence south along the west boundary of the Corrigan subdivision to the southwest corner of said subdivision; thence east along the south boundary of the Corrigan subdivision and the south boundary of the Louisville Heights subdivision to the west boundary of the Acme Place Subdivision; thence south along said west boundary of the Acme Place Subdivision to Hutchinson Street; thence east along Hutchinson Street to the northeast corner of the Windsong Subdivision; thence south along the east boundary of the Windsong Subdivision to the north boundary of the Johnson's Addition; thence west along the north boundary of Johnson's Addition to the west boundary of Johnson's Addition; thence south along the west boundary of Johnson's Addition to the south boundary of Johnson's Addition; thence east along the south boundary of Johnson's Addition to Roosevelt Avenue; thence north along Roosevelt Avenue to the south boundary of Murphy Place subdivision; thence east along the south boundary of Murphy Place subdivision to County Road; thence north along County Road to Elm Street; thence west along Elm Street to the alley lying between Main Street and LaFarge Avenue; thence

north along said alley to South Street; thence east along South Street to the Colorado and Southern Railroad tracks; thence north along said railroad tracks to Lafayette Street and the point of beginning;

and

All of East Louisville Subdivision;

and

Beginning at the northeast corner of the R. DiGiacomo Subdivision; thence west along the north boundary of the R. DiGiacomo Subdivision to the west boundary of the R. DiGiacomo Subdivision; thence south along the west boundary of the R. DiGiacomo Subdivision to Harper Street; thence west along the Harper Street right of way to the Colorado and Southern Railroad tracks; thence south along the Colorado and Southern Railroad tracks to Griffith Street; thence east along Griffith Street to Colorado State Highway 42; thence north along Colorado State Highway 42 to the northeast corner of the R. DiGiacomo Subdivision and the point of beginning.

and

All of Lot 2, 1125 Pine Street Minor Subdivision Plat, City of Louisville, County of Boulder, State of Colorado.

**Section 3.** Section 17.12.010.C of the Louisville Municipal Code is hereby amended to read as follows (words to be added are underlined):

**Sec. 17.12.010. District categories.**

C. In addition to the basic zoning districts established by this section, there is established an overlay zone district designated as the Old Town overlay district as defined and described in Section 17.08.352 of this Code. This district is intended to encompass the historical Old Town residential area of the city in order to maintain its existing character. Regulations may be established for this district which shall apply in addition to, or as a modification of, the regulations established for any underlying basic zoning district encompassed within the Old Town overlay district.

**Section 4.** This ordinance shall become effective after the recording of the 1125 Pine Street Minor Subdivision Plat in the records of the Boulder County Clerk and Recorder. Upon such time, the City zoning map shall be amended accordingly.

**Section 5.** If any portion of this ordinance is held to be invalid for any reason such decisions shall not affect the validity of the remaining portions of this ordinance The City Council hereby declares that it would have passed this ordinance and each part hereof irrespective of the fact that any one part be declared invalid.

**Section 6.** 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 5<sup>th</sup> day of January, 2016.

\_\_\_\_\_  
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 19<sup>th</sup> day of January, 2016.

\_\_\_\_\_  
Robert P. Muckle, Mayor

ATTEST:

\_\_\_\_\_  
Nancy Varra, City Clerk

**EXHIBIT A**  
**Legal Description of the Property**

TR 699-A & TR 2578 A 8-1S-69 PER REC 694422 06-17-85 BCR SEE ID 19570

TR 2578 LESS A & B 8-1S-69 SEE ID 19801 & 19475



**RESOLUTION NO. 38  
SERIES 2015**

**A RESOLUTION RECOMMENDING APPROVAL OF A REPLAT TO COMBINE THREE PARCELS AND SUBDIVIDE THE PROPERTY INTO TWO SEPARATE LOTS, REZONED MIXED USE RESIDENTIAL (MU-R) AND RESIDENTIAL MEDIUM DENSITY (RM), LOCATED AT 1125 PINE STREET.**

**WHEREAS**, there has been submitted to the Louisville Planning Commission an application for Approval of Resolution No.38, Series 2015, a resolution recommending approval of a replat to combine three parcels and subdivide the property into two separate lots, rezoned Mixed Use Residential (MU-R) and Residential Medium Density (RM), located at 1125 Pine Street; and

**WHEREAS**, the subject property is zoned Commercial Community and is within the Highway 42 Revitalization Area; and

**WHEREAS**, the City Staff has reviewed the information submitted and found it to comply with Louisville Municipal Code Title 16; and

**WHEREAS**, after a duly noticed public hearing on December 10, 2015, where evidence and testimony were entered into the record, including the findings in the Louisville Planning Commission Staff Report dated December 10, 2015, the Planning Commission finds the replat and rezoning for the 1125 Pine Street, should be approved.

**NOW THEREFORE, BE IT RESOLVED** that the Planning Commission of the City of Louisville, Colorado does hereby recommend approval of a a replat to combine three parcels and subdivide the property into two separate lots, rezoned Mixed Use Residential (MU-R) and Residential Medium Density (RM), located at 1125 Pine Street.

**PASSED AND ADOPTED** this 10<sup>th</sup> day of December, 2015.

By: \_\_\_\_\_  
Chris Pritchard, Chairman  
Planning Commission

Attest: \_\_\_\_\_  
Ann O'Connell, Secretary  
Planning Commission

# **Planning Commission**

## **Meeting Minutes**

**December 10, 2015**  
**City Hall, Council Chambers**  
**749 Main Street**  
**6:30 PM**

**Call to Order:** Chairman Tengler called the meeting to order at 6:30 P.M.

**Roll Call** was taken and the following members were present:

Commission Members Present: Cary Tengler, Vice Chairman  
Ann O'Connell, Secretary  
Steve Brauneis  
Jeff Moline  
Tom Rice  
Scott Russell

Commission Members Absent: Chris Pritchard, Chairman  
Staff Members Present: Troy Russ, Interim Planning Director  
Sean McCartney, Principal Planner  
Lauren Trice, Planner I

- **1125 Pine Street Final Plat: Resolution 38, Series 2015.** A resolution recommending approval of a replat to combine three parcels and subdivide the property into two separate lots, rezoned Mixed Use Residential (MU-R) and Residential Medium Density (RM), located at 1125 Pine Street.
- Applicant/Owner/Representative: Arn Rasker
  - Staff member: Lauren Trice, Planner I

Conflict of Interest and Disclosure:  
None.

Public Notice Certification:  
Published in the Boulder Daily Camera on November 22, 2015. Posted in City Hall, Public Library, Recreation Center, the Courts and Police Building and mailed to surrounding property owners and property posted on November 20, 2015.

Staff Report of Facts and Issues:

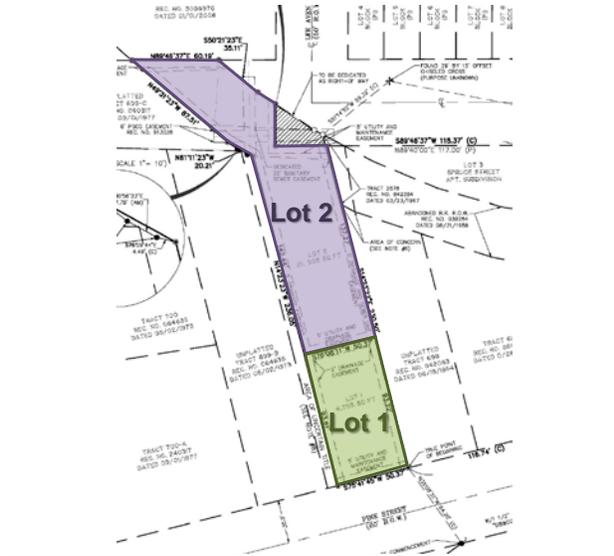
**Trice** presented from Power Point:

- North side of Pine Street between BNSF Railroad & Highway 42.
- Currently zoned Commercial Community Zone District (CC) & part of Highway 42 Revitalization area.
- 15,813 sf.
- One property with two legal descriptions, and three parcels.

- There is a 1060 sf home built in 1930, a tool shed, and a chicken coop.



- Proposal is to take the three parcels, combine them, and re-subdivide them into Lot 1 and Lot 2.
- Lot 1 will be 4,703 sf and Lot 2 will be 10,502 sf.
- Eligible for minor subdivision review.
- Complies with all design criteria except:
  - 16.16.050(C)
- Staff recommends the public land dedication of 15% come in the form of cash-in-lieu.

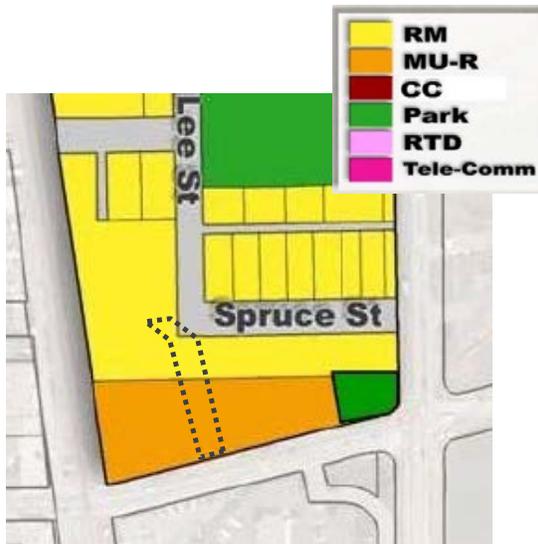


- 16.16.050 (C) deals with the dimensions of the lot so the proportion of depth to width. This subdivision does not comply with it. Lot 1 does but Lot 2 does not. Even if you look at the angle of Lot 2 but taking those as two separate lots with the street frontage on the corner, even the southern part of Lot 2 does not comply with the 2.5x width.
- Staff has looked at:

#### 16.24.010

*“The city council, upon advice of the planning commission, may **authorize modifications** from these regulations in cases where, due to exceptional topographical conditions or other conditions peculiar to the site, an **unnecessary hardship would be placed on the subdivider**. Such modifications shall not be granted if it would be detrimental to the public good or impair the basic intent and purposes of this title. Any modification granted shall be in **keeping with the intent of the comprehensive development plan** of the city.”*

- Staff believes the site is a “peculiar” shape due to the abandoned railroad right-of-way and existing depth of the lot. The subdivider would be unable to provide two lots which meet the depth to width ratio while providing the required lot frontage. Staff recommends Planning Commission authorize this modification.
- This subdivision is triggering the rezoning consistent with Highway 42 Plan.



- Lot 2: Residential Medium Density
- 10,502 sf
  - Up to three residential units
  - Staff recommends proposed Lot 2 would be included within the Old Town Overlay Zoning District
  - If approved, the Old Town Overlay will be amended to include the proposed Lot 2
  - Does not require a PUD
- Lot 1: Mixed Use – Residential
- 4,703 sf
  - Development needs to comply with MUDDSG
  - Requires a PUD
  - Existing single-family dwelling would be considered a legal, non-conforming use

Staff Recommendations:

Staff recommends Planning Commission approve of Resolution No. 38, Series 2015, a resolution recommending approval of a replat to combine three parcels and subdivide the property into two separate lots, rezoned Mixed Use Residential and Residential Medium Density, located at 1125 Pine Street.

Commission Questions of Staff:

**Russell** asks what is the difference between a property and a lot?

**Trice** says this is all triggered on Boulder County as one property that comes up under one address at 1125 Pine Street. It has the two legal descriptions on Boulder County so it is recorded in two separate incidences but when it goes to the actual plat that the surveyor was working with, it comes up as three different parcels.

**Moline** asks what would the current residential zoning allow? Is it meaningless to ask how many residences could be developed on the property now?

**Trice** says any development would trigger the rezoning based on the Highway 42 plan.

**Russ** says there is a required rezoning.

**Brauneis** says you undoubtedly uncovered some curious stories adjacent to this. I trust that what you are proposing at this point would be fit with what might happen to other lots nearby going forward?

**Trice** says it is something that has been a concern of Staff as this area continues to redevelop and how it will all work. This application does fit.

**Rice** says this is all a quirk of history, the way this land is shaped and how it came together. Unless we get creative here, there is not much you can do with this property, is that a fair statement? So that's why staff is proposing we get creative in terms of interpretation of the rules?

**Trice** says yes. The railroad spur is the real problem. If you want someone to blame, it is them.

**Tengler** asks if Lot 2 in the reconfiguration would be eligible for three dwellings?

**Trice** says based on the minimum square footage per dwelling unit, which is 3,500 sf in residential medium zone district, you could have three units. The applicant has discussed it and it would be tricky to fit the three units with parking and access.

**Brauneis** asks about the public land dedication and cash-in-lieu. What is the formula for that?

**Russ** says that will come in the description for CC that comes at issuance of building permit. We would require an appraisal. There were a number of appraisals done for this particular property and the City would be satisfied. It would not be an additional burden on the applicant. Based on the appraisal, it is 15% of the value for the cash-in-lieu or total land area. In reviewing this with the Parks Department, they did not see it as an appropriate land dedication. This is the property the City attempted to acquire as part of the extension of Lee Street, which CC directed to remove from the Highway 42 plan. We believe there are current appraisals that we can work out with the applicant.

Applicant Presentation:

**Arn Rasker**, 4782 Valhalla Drive, Boulder, CO 80301

I represent the owner. This was triggered because the City came to the owner asking for an

easement in the little triangular area for an underground drainage addition which would take the drainage from the west side of the railroad track over into the Spruce Street area underground. In the process of applying the new zoning overlay to Lot 1, it actually adds the commercial component to that. Right now, it is a residence and it is grandfathered in as a residence. It cannot be used as a commercial property although it has been in the past. Any redevelopment on Lot 1 would imply a mandatory commercial component.

**Russ** says this is the rezoning. The applicant is correct. They would be required to have the ground floor of the building to be commercial.

Commission Questions of Applicant:

None.

Public Comment:

**Randy Caranci**, 441 Elk Trail, Lafayette, CO 80026

This is a tough property because I hate to see it go. Is it currently zoned CC? It is right on Pine Street and it is hard to access. I hate to see us continually give up more and more commercial. We need that tax base and we want that sales tax base. I am not opposed to this at all or anything like that. I think there is a little bit of creep. In the construction business, we call it scope creep. I hope we can be aware of that in moving forward with other projects. I agree with Troy regarding traffic and the stacking of Highway 42 because I drive it frequently. I want to make a point about the last one because of the U-turn situation. Up there at Steel Ranch going in off of South Boulder Road eastbound, I think we should put a No U-Turn sign up there. I get almost hit continually and it's a bad situation. The traffic and the stacking all pertains to what we do and how we do it.

Summary and request by Staff and Applicant:

Staff supports it.

Closed Public Hearing and discussion by Commission:

No PC comments.

Motion made by Russell to approve **1125 Pine Street Final Plat: Resolution 38, Series 2015.**

A resolution recommending approval of a replat to combine three parcels and subdivide the property into two separate lots, rezoned Mixed Use Residential (MU-R) and Residential Medium Density (RM), located at 1125 Pine Street, seconded by Brauneis. Roll call vote.

Name	Vote
Chris Pritchard	N/A
Jeff Moline	Yes
Ann O'Connell	Yes
Cary Tengler	Yes
Steve Brauneis	Yes
Scott Russell	Yes
Tom Rice	Yes
Motion passed/failed:	Pass

Motion passes 6-0.

**LAND USE APPLICATION**

**CASE NO.** \_\_\_\_\_

**APPLICANT INFORMATION**

Firm: RMCS Inc.  
 Contact: Justin McClure  
 Address: 21 S. Sunset St.  
Longmont, CO 80503  
 Mailing Address: Same as above  
 Telephone: 720-524-3620  
 Fax: \_\_\_\_\_  
 Email: justinrmcs@gmail.com

**OWNER INFORMATION**

Firm: Takoda Properties/Summit View Properties LLC  
 Contact: Justin McClure  
 Address: 21 S. Sunset St.  
Longmont, CO 80503  
 Mailing Address: Same as above  
 Telephone: 720-524-3620  
 Fax: \_\_\_\_\_  
 Email: justinrmcs@gmail.com

**REPRESENTATIVE INFORMATION**

Firm: RMCS Inc.  
 Contact: Justin McClure  
 Address: 21 S. Sunset St.  
Longmont, CO 80503  
 Mailing Address: Same as above  
 Telephone: 720-524-3620  
 Fax: \_\_\_\_\_  
 Email: justinrmcs@gmail.com

**PROPERTY INFORMATION**

Common Address: 2397 Hwy. 42 & 0 Hecla Dr.  
 Legal Description: Lot 1 Blk 9  
 Subdivision Takoda Final and Tract T  
 Area: 5.82 a/c Sq. Ft.

**TYPE (S) OF APPLICATION**

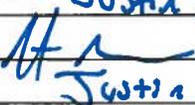
- Annexation
- Zoning
- Preliminary Subdivision Plat
- Final Subdivision Plat
- Minor Subdivision Plat
- Preliminary Planned Unit Development (PUD)
- Final PUD
- Amended PUD
- Administrative PUD Amendment
- Special Review Use (SRU)
- SRU Amendment
- SRU Administrative Review
- Temporary Use Permit: \_\_\_\_\_
- CMRS Facility: \_\_\_\_\_
- Other: (easement / right-of-way; floodplain; variance; vested right; 1041 permit; oil / gas production permit)

**PROJECT INFORMATION**

Summary: A proposal for the development of a 5.82 acre land assemblage located in the Takoda Subdivision also locally referred to as Steel Ranch. The project will join two properties and consist of condominiums, retail, and drive through land uses.

Current zoning: PCZD-C Proposed zoning: PCZD-C  
PCZD-R

**SIGNATURES & DATE**

Applicant:   
 Print: Justin McClure  
 Owner:   
 Print: Justin McClure  
 Representative: Owner:  
 Print: \_\_\_\_\_

**CITY STAFF USE ONLY**

- Fee paid: \_\_\_\_\_
- Check number: \_\_\_\_\_
- Date Received: \_\_\_\_\_

---

Alex Carlson  
RMCS Inc.  
21 S. Sunset St.  
Longmont, CO 80503

Mr. Sean McCartney, Principal Planner  
Mr. Troy Russ, Planning Director  
Mr. Scott Robinson, Planner II  
City of Louisville Planning Department  
749 Main Street  
Louisville, CO 80027

**RE: Submittal Letter for the Final Foundary PUD and Plat**

8/4/2015

**Mr. Russ,**

RMCS, Inc. would like to thank the Louisville Planning Commission for giving RMCS the opportunity to present the Final Plat and Final PUD for the Foundary as an addition to the Steel Ranch Neighborhood. The property is located along Hwy. 42 in the Takoda Subdivision and is zoned "Planned Community Zoning District - Commercial" (PCZD-C). Currently, the property sits vacant with an adjoining property locally referred to as Summit View (also vacant) which RMCS has under contract. The purchase of this property and the assemblage of the adjoining properties into a single development is important to eliminate the risk of Summit View remaining vacant for the foreseeable future. RMCS is prepared to pay an unreasonably high price for the Summit View property in order to develop this land for the use and enjoyment of Louisville residents assuming a portion can be residential.

RMCS is proposing that a portion of the property be rezoned from PCZD-C to PCZD-R allowing RMCS to design a mixed use development. We understand that both the Louisville City Council and Planning Department would like to see commercial as the primary land use. There are currently no metrics to entice an anchor tenant to support 5.82 acres of commercial use at that location. Commercial product will rely solely on local entrepreneurs establishing local businesses such as brew pubs, cross fit, hair salons etc. As a result, developing the entire property with flex space is not a viable option. RMCS will agree to build out the commercial space prior to completing any residential units. RMCS seeks to build condominiums on the residential portion of the property as they would be the lowest impact product type on the community. Unlike detached housing, condos attract empty nesters and seniors looking to downsize. This demographic has no children that could negatively impact the surrounding school district. Seniors and empty nesters typically drive less, limiting the traffic impact and have

disposable income of which they spend primarily in the surrounding area. Condominiums provide a practical housing choice for seniors with zero step entries and smaller living spaces. Additionally, residential land use allows RMCS to develop a sense of place by incorporating linear parks and greenways for the enjoyment of the Louisville citizenry.

RMCS as the developer of the Steel Ranch Neighborhood and Takoda Metropolitan District, as well as the City of Louisville, have a responsibility to quickly and efficiently pay down the debt associated with the surrounding infrastructure. The approval of the Foundary will provide tax revenue from the property that currently sits vacant. RMCS has expressed consistently that the maximum number of commercial square footage the property can support is 55,000 square feet. The Foundary as submitted will include 55,000 square feet of commercial space with a .45 FAR while including a maximum of 48 residential units both taxed at 29 and 7.96 percent, respectively. By approving this development plan, the Takoda Metropolitan district will have the ability to more promptly pay down debt and reduce the property taxes of Steel Ranch property owners.

It is and always will be the objective of RMCS to build high quality, legacy projects in the City of Louisville. Allowing a change in zoning would allow us to move forward with this objective. RMCS is proud to be a contributing partner with the City of Louisville. We look forward to providing the City with viable commercial opportunities while simultaneously incorporating residential product types that have minimal impact on the community and continue to allow the City of Louisville to provide a high level of service to its residents.

Respectfully,



Alex Carlson  
RMCS Inc.

Parcel Description

(Provided by the CORE TITLE of COLORADO) DEED RECORDED ON 6/24/2015 AT REC. NO. 3454630

PARCEL A:

THAT PART OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 8, TOWNSHIP 1 SOUTH, RANGE 69 WEST OF THE 6TH P.M., DESCRIBED AS FOLLOWS:

BEGINNING AT THE EAST QUARTER CORNER OF SAID SECTION; THENCE SOUTH 00 DEGREES 07 MINUTES WEST A DISTANCE OF 830.7 FEET; THENCE SOUTH 78 DEGREES 00 MINUTES WEST, 309.0 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 14 DEGREES 30 MINUTES WEST, 225.5 FEET; THENCE SOUTH 61 DEGREES 18 MINUTES EAST, 691.1 FEET; THENCE SOUTH 14 DEGREES 30 MINUTES EAST, 1771.1 FEET TO THE TRUE POINT OF BEGINNING, COUNTY OF BOULDER, STATE OF COLORADO.

PARCEL B:

ALL THAT PORTION OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 8, TOWNSHIP 1 SOUTH, RANGE 69 WEST OF THE 6TH P.M., CITY OF LOUISVILLE, COUNTY OF BOULDER, STATE OF COLORADO, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF THAT TRACT DESCRIBED IN QUIT CLAIM DEED RECORDED ON FILM #42 AT RECEPTION NO. 091745, BOULDER COUNTY RECORDER'S OFFICE.

THENCE NORTH 14 DEGREES, 30 MINUTES WEST, 76.66 FEET TO A POINT ON THE NORTH LINE OF AN ABANDONED RAILROAD RIGHT OF WAY DESCRIBED IN INSTRUMENT RECORDED ON FILM #59 AT RECEPTION NO. 842384, BOULDER COUNTY RECORDER'S OFFICE; THENCE ALONG SAID NORTH LINE, SOUTH 49 DEGREES, 38 MINUTES EAST, 26.02 FEET AND SOUTH 61 DEGREES, 18 MINUTES EAST, 48.56 FEET; THENCE SOUTH 14 DEGREES, 30 MINUTES EAST, 69.44 FEET TO THE NORTHEAST CORNER OF SAID TRACT DESCRIBED AT RECEPTION NO. 091735; THENCE NORTH 61 DEGREES, 18 MINUTES WEST, ALONG THE NORTH LINE OF SAID TRACT, 69.1 FEET TO THE POINT OF BEGINNING, EXCEPT ANY PORTION LYING WITHIN SPRUCE STREET, COUNTY OF BOULDER, STATE OF COLORADO.

PARCEL C:

TRACT 2578 LESS A & B, A PORTION OF SECTION 8, TOWNSHIP 1 SOUTH, RANGE 69 WEST OF THE 6TH P.M. DESCRIBED BY BOULDER COUNTY TREASURER AS ID NUMBER 019570, COUNTY OF BOULDER, STATE OF COLORADO.

Boundary Closure Report

Course: N89°46'37"E Length: 60.19'
Course: S50°21'23"E Length: 35.11'
Course: S58°18'23"E Length: 47.00'
Course: S61°57'23"E Length: 6.90'
Course: S14°22'19"E Length: 60.12'
Course: S14°23'23"E Length: 38.16'
Course: S14°23'23"E Length: 10.48'
Course: S75°41'45"W Length: 50.37'
Course: N14°23'23"W Length: 236.05'
Course: N61°11'23"W Length: 20.21'
Course: N49°31'23"W Length: 87.51'

Error Closure: 0.01 Course: S50°00'58"E
Error North: -0.008 East: 0.009
Precision: 1:78210.00

Legend

- FOUND ALIQUOT MONUMENT AS DESCRIBED
FOUND CHISELED CROSS
FOUND MONUMENT AS DESCRIBED
FOUND #5 REBAR WITH 1 1/4" YELLOW PLASTIC CAP "HASCALL 23500"
FOUND #5 REBAR WITH 2" ALUMINUM CAP "DB & CO PLS 23529"
FOUND BRASS TAG AS DESCRIBED
SET 18" #5 REBAR WITH 1 1/2" ALUMINUM CAP "FLATIRON SURV 16406"
CALCULATED POSITION (NOT FOUND OR SET)
AS MEASURED AT TIME OF SURVEY
CALCULATED FROM RECORD AND AS MEASURED INFORMATION
AS PER THE PLAT OF SPRUCE STREET APARTMENT SUBDIVISION REC. NO. 02870301 DATED 03/08/2005
AS PER THE PLAT OF EAST LOUISVILLE REC. NO. 90048967 DATED 06/18/1906
AS PER THE PLAT OF PINE STREET PLAZA SUBDIVISION REC. NO. 572463 DATED 08/31/1983
AS PER RECORD INFORMATION
PROPOSED RIGHT-OF-WAY REDUCATION TO CITY OF BOULDER FOR SPRUCE STREET

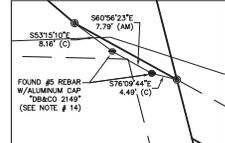
Depositing Certificate

SUBMITTED TO BOULDER COUNTY LAND USE FOR RECORDING ON THIS DAY OF 20

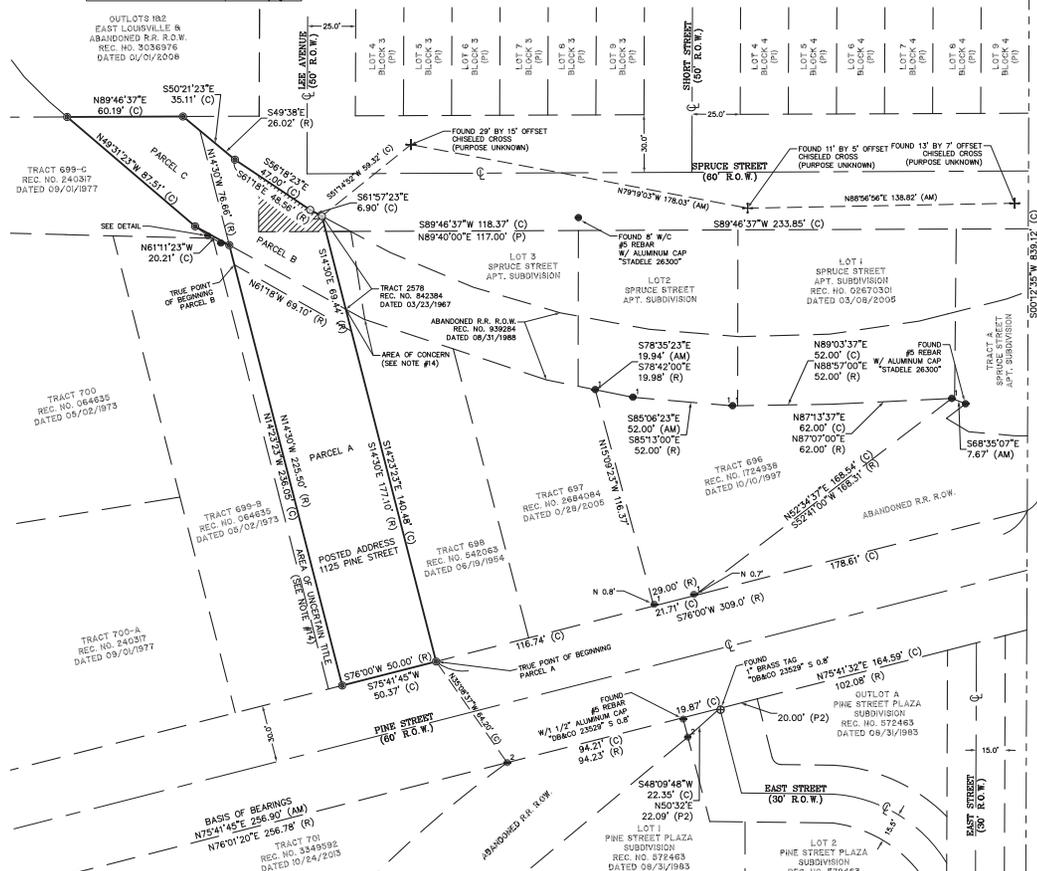
IMPROVEMENT SURVEY PLAT

A PARCEL OF LAND, LOCATED IN THE SOUTHEAST QUARTER OF SECTION 8, TOWNSHIP 1 SOUTH, RANGE 69 WEST OF THE 6TH P.M., CITY OF LOUISVILLE, COUNTY OF BOULDER, STATE OF COLORADO SHEET 1 OF 2

DETAIL (SCALE 1"= 10')



CONTROL DIAGRAM



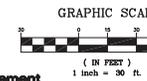
Notes

- 1. CORE TITLE OF COLORADO COMMITMENT NUMBER 15-1244, DATED SEPTEMBER 18, 2015 AT 8:00 A.M., WAS ENTIRELY RELIED UPON FOR RECORDED INFORMATION REGARDING RIGHTS-OF-WAY, EASEMENTS AND ENCUMBRANCES IN THE PREPARATION OF THIS SURVEY. THE PROPERTY SHOWN AND DESCRIBED HEREON IS ALL OF THE PROPERTY DESCRIBED IN SAID TITLE COMMITMENT.
2. ACCORDING TO COLORADO LAW, YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.
3. THIS IMPROVEMENT SURVEY PLAT WAS PREPARED FOR THE EXCLUSIVE USE OF RE/MAX ALLIANCE AND CORE TITLE OF COLORADO, NAMED IN THE STATEMENT HEREON. SAID STATEMENT DOES NOT EXTEND TO ANY UNNAMED PERSON WITHOUT AN EXPRESS STATEMENT BY THE SURVEYOR NAMING SAID PERSON.
4. THIS SURVEY IS VALID ONLY IF PRINT HAS SEAL AND SIGNATURE OF SURVEYOR.
5. BASIS OF BEARINGS: A GPS DERIVED BEARING BASED ON A BEARING OF NORTH 75°41'45" WEST ALONG THE NORTHERLY LINE OF TRACT 701 DESCRIBED IN REC. NO. 3349922 DATED 02/24/2015 BETWEEN A FOUND #5 REBAR W/2" ALUMINUM CAP 'DB&CO 23529' AT THE NORTHWEST CORNER OF SAID TRACT 701 AND A FOUND #5 REBAR W/2" ALUMINUM CAP 'DB&CO 23529' AT THE NORTHEAST CORNER OF SAID TRACT 701 AS SHOWN HEREON. COLORADO STATE PLANE COORDINATE SYSTEM, COLORADO NORTH ZONE, NORTH AMERICAN DATUM 1983 (NAD83). ALL BEARINGS SHOWN HEREON ARE RELATIVE THERETO.
6. SOURCE INFORMATION FROM PLANS AND MARKINGS HAVE BEEN COMBINED WITH OBSERVED EVIDENCE OF UTILITIES TO RELAY A VIEW OF THOSE UNDERGROUND UTILITIES. HOWEVER, LACKING EXCAVATION, THE EXACT LOCATION OF UNDERGROUND FEATURES CANNOT BE ACCURATELY, COMPLETELY AND RELIABLY DETERMINED. WHERE ADDITIONAL OR MORE DETAILED INFORMATION IS REQUIRED, THE CLIENT IS ADVISED THAT EXCAVATION MAY BE NECESSARY. NO EXCAVATIONS WERE MADE DURING THE PROGRESS OF THIS SURVEY TO LOCATE BURIED UTILITIES AND STRUCTURES. ALL UNDERGROUND UTILITIES MUST BE FIELD LOCATED BY THE APPLICABLE AGENCY OR UTILITY COMPANY PRIOR TO ANY EXCAVATION, PURSUANT TO C.R.S. SEC. 9-15-103.
7. ANY PERSON WHO KNOWINGLY REMOVES, ALTERS OR DEFACES ANY PUBLIC LAND SURVEY MONUMENT AND/OR BOUNDARY MONUMENT OR ACCESSORY MARKERS A CLASS TWO (2) MISDEMEANOR PURSUANT TO STATE STATUTE C.R.S. SEC. 16-4-508. WHOEVER WILLFULLY DESTROYS, REMOVES, ALTERS OR REMOVES TO ANOTHER LOCATION ANY MONUMENT, CORNER, QUARTER-SECTION CORNER, OR MEASUREMENT POST, ON ANY GOVERNMENT LAND OF SURVEY, OR PUTS DOWN ANY MARKS OR MONUMENTS AT THESE THREE LOCATIONS WITHOUT THE WRITTEN PERMISSION OF A GOVERNMENT SURVEYOR, OR WILLFULLY DEFACES, CHANGES, OR REMOVES ANY MONUMENT OR MARKER OF AN ADJACENT SURVEY, SHALL BE FINED UNDER THIS TITLE OR IMPRISONED NOT MORE THAN SIX MONTHS, OR BOTH, 18 U.S.C. § 1858.
8. THE DISTANCE MEASUREMENTS SHOWN HEREON ARE U.S. FEET FOOT.
9. THE CONTOURS REPRESENTED HEREON WERE INTERPOLATED BY AUTOCAD CIVIL 3D (DIGITAL TERRAIN MODELING) SOFTWARE BETWEEN ACTUAL MEASURED SPOT ELEVATIONS. DEPENDING ON THE DISTANCE FROM THE ACTUAL MEASURED SPOT ELEVATIONS TO THE TOPOGRAPHY, THE CONTOUR SHOWN MAY NOT BE AN EXACT REPRESENTATION OF THE SITE TOPOGRAPHY. THE PURPOSE OF THIS TOPOGRAPHIC EVALUATION AND SURVEY SHOWS SURFACE DRAINAGE FEATURES. ADDITIONAL TOPOGRAPHIC OBSERVATIONS MAY BE NECESSARY IN SPECIFIC AREAS OF DESIGN. TOPOGRAPHY SHOWN HEREON COMPLIES WITH NATIONAL MAP ACCURACY STANDARDS.
10. BENCHMARK INFORMATION: A GPS DERIVED ELEVATION WAS ESTABLISHED AT AN ONSITE BENCHMARK AT THE MIDDLE PORTION OF THE SITE, BEING A 600 NAIL WITH AN ELEVATION OF 8236.83 FEET. A CHECK SHOT, O.I.T., WAS TAKEN ON POINT C1 HAS, BEING A STEEL ROD LOCATED 1.4 MILES FROM SITE, WITH A PUBLISHED ELEVATION OF 5296.02 FEET (NAVD83). NO DIFFERENTIAL LEVELING WAS PERFORMED TO ESTABLISH THIS ELEVATION.
11. SUBSURFACE BUILDINGS, IMPROVEMENTS OR STRUCTURES ARE NOT NECESSARILY SHOWN. BUILDINGS AND OTHER IMPROVEMENTS OR STRUCTURES ON ADJACENT PROPERTIES THAT ARE MORE THAN FIVE (5) FEET FROM ANY OF THE PROPERTY LINES OF THE SUBJECT PROPERTY ARE NOT NECESSARILY SHOWN.
12. DATES OF FIELDWORK: SEPTEMBER 18 & OCTOBER 5, 2015
13. THE FENCES ARE NOT COINCIDENT WITH THE PROPERTY LINES AS SHOWN HEREON.
14. THE AREA ENCOMPASSED BY THE CONTROL DIAGRAM SHOWN HEREON IS AN AREA THAT HAS BEEN KNOWN TO HAVE BOUNDARY AND TITLE ISSUES AS NOTED ON VARIOUS SURVEYS INCLUDING BOUNDARY SURVEY PLAT BY HASCALL P.L.S. 26300, DEPOSITED SURVEY LS 05-0130 DATED 8-6-97, IMPROVEMENT SURVEY PLAT BY STADLER P.L.S. 26300, DEPOSITED SURVEY LS 05-0130 DATED 8-6-97, THE PLAT OF SPRUCE STREET APARTMENT SUBDIVISION BY STADLER P.L.S. 26300, PREZ FA #40 FILED 3-8-05, AND AS NOTED ON BOULDER COUNTY ASSESSOR'S MAP DATED 08-10-05. THE CURRENT ADJACENT TITLE IS 05-0130. THE CHANGES AS SHOWN ON THE CURRENT ASSESSORS WEB SITE, MANY OF THE DEED DESCRIPTIONS IN THE VICINITY HAVE MATHEMATICAL MODIFICATIONS THEREIN AS TO THE PLAT OF EAST LOUISVILLE QUIT CLAIM DEED #1544 REC. # 00939284 DATED 8-31-88, WHICH DESCRIPTION IS CONSISTENT WITH THAT AS SHOWN ON ALL OF THE ABOVE REFERENCED SURVEY PLATS. DUE TO THE VARIOUS UNCERTAINTIES AND CONFLICTING DESCRIPTIONS NO SINGLE SOLUTION CAN BE ARRIVED AT THAT ADDRESSES ALL BOUNDARY ISSUES. THEREFORE OCCUPATION LINES HAVE BEEN HELD FOR THE EAST/WEST POSITION OF THE SUBJECT PARCEL, WHICH IS CONSISTENT WITH THE SAID HASCALL SURVEY. THE SOUTHERLY BOUNDARY HAS BEEN ESTABLISHED BY FOUND MONUMENTS ALONG THE OPPOSITE SIDE OF PINE ACROSS FROM THE PARCEL, AS OPPOSED TO HOLDING HASCALL PINS TO THE EAST. THE PLAT OF SPRUCE STREET APARTMENTS HAS BEEN HELD TO ESTABLISH THE ROW LINES OF SPRUCE STREET AND LEE AVENUE. THE RAILROAD ROW HAS BEEN HELD USING HASCALL PINS FOUND ALONG THE ROW AS BEING MORE CONSISTENT WITH THE OCCUPATION LINES CITED ABOVE. HOWEVER THERE IS LITTLE EVIDENCE OF THE RAILROAD IN THIS IMMEDIATE VICINITY AND THE DIFFERENCES BETWEEN THE RAILROAD ROW AS SHOWN BY THE ABOVE SURVEY PLATS ARE MINIMAL COMPARED TO THE MISLOCURES AND APPARENT GAPS AND OVERLAPS. THERE IS AN APPARENT GAP OR AREA OF UNCERTAINTY BETWEEN THE SUBJECT PARCELS, PORTION OF THE ROW AND THE PLAT OF SPRUCE STREET APARTMENTS (AS SHOWN). THE USAGE AREA OF SPRUCE AND LEE MAY EXTEND INTO THE SUBJECT PARCEL (AS SHOWN).
15. THE DRAINAGE SWALE AND SEWER LINE CROSS SUBJECT PROPERTY WITHOUT APPARENT BENEFIT OF A RECORDED EASEMENT. PER INFORMATION PROVIDED BY CLIENT THIS DITCH IS TO BE ABANDONED AND REMOVED.
16. THE OVERHEAD UTILITIES EXTEND OUTSIDE THE EASEMENT AS SHOWN HEREON.
17. THE DIRT PATH FROM THE ADJOINING PROPERTY HAS APPARENTLY BEEN USED AS ACCESS BY THE ADJOINER TO THE WEST AND CROSSES SUBJECT PROPERTY WITHOUT THE BENEFIT OF A RECORDED EASEMENT.

Surveyor's Statement

I, JOHN B. GUYTON, A LAND SURVEYOR LICENSED IN THE STATE OF COLORADO, HEREBY STATE FOR AND ON BEHALF OF FLATIRON, INC., TO RE/MAX ALLIANCE AND CORE TITLE OF COLORADO, THAT A SURVEY OF THE ABOVE DESCRIBED PREMISES WAS CONDUCTED BY ME OR UNDER MY RESPONSIBLE CHARGE ON SEPTEMBER 18 AND OCTOBER 5, 2015, THAT SAID SURVEY AND THE ATTACHED PRINT HEREON WERE MADE IN SUBSTANTIAL ACCORDANCE WITH C.R.S. 38-51-102 (9) "IMPROVEMENT SURVEY PLAT".

JOHN B. GUYTON COLORADO P.L.S. #16406 CHAIRMAN & CEO, FLATIRON, INC.



Professional seal and title block for Flatirons, Inc. Surveying, Engineering & Geomatics. Includes fields for JOB NUMBER (15-66,286), DATE (10-09-2015), DRAWN BY (B.HAAS), CHECKED BY (B.HAAS), and SHEET 1 OF 2.



# 1125 PINE STREET MINOR SUBDIVISION PLAT

FINAL PLAT  
 A PARCEL OF LAND, LOCATED IN THE SOUTHEAST QUARTER OF  
 SECTION 8, TOWNSHIP 1 SOUTH, RANGE 69 WEST OF THE 6TH P.M.,  
 CITY OF LOUISVILLE, COUNTY OF BOULDER, STATE OF COLORADO

SHEET 1 OF 2

TOTAL AREA = 15,813 SQ FT, OR 0.36 ACRES, MORE OR LESS

## CERTIFICATE OF DEDICATION AND OWNERSHIP

KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED BEING THE OWNER OF A TRACT OF LAND LOCATED IN SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 8, TOWNSHIP 1 SOUTH, RANGE 69 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF LOUISVILLE, BOULDER COUNTY, STATE OF COLORADO, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

CONSIDERING THE NORTHERLY LINE OF TRACT 701 AS DESCRIBED IN THE RECORDS OF BOULDER COUNTY, RECORDED NOVEMBER 24, 2013 AT RECEPTION NO. 3349592, BETWEEN A FOUND #5 REBAR W/2" ALUMINUM CAP "DBACO 23529" AT THE NORTHWEST CORNER OF SAID TRACT 701 AND A FOUND #5 REBAR W/2" ALUMINUM CAP "DBACO 23529" AT THE NORTHEAST CORNER OF SAID TRACT 701, WITH ALL BEARINGS SHOWN HEREON ARE RELATIVE THERETO.

COMMENCING AT THE NORTHEAST CORNER OF SAID TRACT 701; THENCE NORTH 35°08'37" WEST, A DISTANCE OF 64.20' TO THE SOUTHEAST CORNER OF CURRENT PROPERTY AND TRUE POINT OF BEGINNING.

THENCE SOUTH 75°41'45" WEST, A DISTANCE OF 50.37 FEET; THENCE NORTH 14°23'23" WEST, A DISTANCE OF 236.05 FEET; THENCE NORTH 61°11'23" WEST, A DISTANCE OF 20.21 FEET; THENCE NORTH 49°31'23" WEST, A DISTANCE OF 87.51 FEET; THENCE NORTH 89°46'37" EAST, A DISTANCE OF 60.19 FEET; THENCE SOUTH 50°21'23" EAST, A DISTANCE OF 35.11 FEET; THENCE SOUTH 56°18'23" EAST, A DISTANCE OF 14.95 FEET; THENCE SOUTH 56°18'23" EAST, A DISTANCE OF 32.05 FEET; THENCE SOUTH 61°57'23" EAST, A DISTANCE OF 6.90 FEET; THENCE SOUTH 14°23'19" EAST, A DISTANCE OF 8.26 FEET; THENCE SOUTH 14°23'08" EAST, A DISTANCE OF 230.50 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 15,813 SQ.FT., OR 0.36 ACRES, MORE OR LESS.

HAS LAID OUT, SUBDIVIDED AND PLATTED SAID LAND AS PER DRAWING HEREON CONTAINED UNDER THE NAME AND STYLE OF 1125 PINE STREET MINOR SUBDIVISION PLAT:

A SUBDIVISION OF A PART OF THE CITY OF LOUISVILLE, COUNTY OF BOULDER, STATE OF COLORADO, AND BY THESE PRESENTS DO HEREBY DEDICATE TO THE CITY OF LOUISVILLE AND THE PUBLIC, RIGHT-OF-WAY FOR VEHICULAR, PEDESTRIAN AND EMERGENCY ACCESS, AS SHOWN ON THE ACCOMPANYING PLAT FOR THE PUBLIC USE THEREOF FOREVER AND DOES FURTHER DEDICATE TO THE USE OF THE CITY OF LOUISVILLE AND ALL MUNICIPALLY OWNED AND/OR FRANCHISED UTILITIES AND SERVICES THOSE PORTIONS OF SAID REAL PROPERTY WHICH ARE SO DESIGNATED AS EASEMENTS, AND RIGHT-OF-WAYS FOR THE CONSTRUCTION, INSTALLATION, OPERATION, MAINTENANCE, REPAIR AND REPLACEMENT FOR ALL SERVICES, INCLUDING WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, TELEPHONE AND ELECTRIC LINES, WORKS, POLES AND UNDERGROUND CABLES, GAS PIPELINES, WATER PIPELINES, SANITARY SEWER LINES, STORM LINES AND ALL APPURTENANCES THERETO, IT BEING EXPRESSLY UNDERSTOOD AND AGREED BY THE UNDERSIGNED THAT ALL EXPENSES AND COSTS INVOLVED IN CONSTRUCTING AND INSTALLING SANITARY SEWER SYSTEM WORKS AND LINES, GAS SERVICE LINES, ELECTRICAL SERVICE WORKS AND LINES, STORM SEWERS AND DRAINS, GRADING AND LANDSCAPING, CURBS, GUTTERS, STREET PAVEMENT, SIDEWALKS AND OTHER SUCH UTILITIES AND SERVICES SHALL BE GUARANTEED AND PAID FOR BY THE SUBDIVIDER OR ARRANGEMENTS MADE BY THE SUBDIVIDER THEREOF WHICH ARE APPROVED BY THE CITY OF LOUISVILLE, COLORADO, AND SUCH SIMS SHALL NOT BE PAID BY THE CITY OF LOUISVILLE, COLORADO, AND THAT ANY SUCH ITEMS SO CONSTRUCTED OR INSTALLED WHEN ACCEPTED BY THE CITY OF LOUISVILLE, COLORADO, SHALL BECOME THE SOLE PROPERTY OF SAID CITY OF LOUISVILLE, COLORADO, EXCEPT PRIVATE ROADWAY CURBS, GUTTER AND PAVEMENT AND ITEMS OWNED BY MUNICIPALLY FRANCHISED UTILITIES, AND/OR U.S. WEST COMMUNICATION, INC. WHICH WHEN CONSTRUCTED OR INSTALLED, SHALL REMAIN THE PROPERTY OF THE OWNER AND SHALL NOT BECOME THE PROPERTY OF THE CITY OF LOUISVILLE, COLORADO.



Vicinity Map  
NOT TO SCALE

## Notes

- CORE TITLE OF COLORADO COMMITMENT NUMBER 15-1244, DATED SEPTEMBER 18, 2015 AT 8:00 A.M., WAS ENTIRELY RELIED UPON FOR RECORDED INFORMATION REGARDING RIGHTS-OF-WAY, EASEMENTS AND ENCUMBRANCES IN THE PREPARATION OF THIS SURVEY. THE PROPERTY SHOWN AND DESCRIBED HEREON IS ALL OF THE PROPERTY DESCRIBED IN SAID COMMITMENT.
- ACCORDING TO COLORADO LAW, YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.
- THIS SURVEY IS VALID ONLY IF PRINT HAS SEAL AND SIGNATURE OF SURVEYOR.
- BASES OF BEARINGS: A GPS DERIVED BEARINGS BASED ON A BEARING OF NORTH 75°41'45" WEST ALONG THE NORTHERLY LINE OF TRACT 701 DESCRIBED IN REC. NO. 3349592 DATED 10/24/2015 BETWEEN A FOUND #5 REBAR W/2" ALUMINUM CAP "DBACO 23529" AT THE NORTHWEST CORNER OF SAID TRACT 701 AND A FOUND #5 REBAR W/2" ALUMINUM CAP "DBACO 23529" AT THE NORTHEAST CORNER OF SAID TRACT 701 AS SHOWN HEREON. COLORADO STATE PLANE COORDINATE SYSTEM, COLORADO NORTH ZONE, NORTH AMERICAN DATUM 1983 (NAD83). ALL BEARINGS SHOWN HEREON ARE RELATIVE THERETO.
- ANY PERSON WHO KNOWINGLY REMOVES, ALTERS OR DEFACES ANY PUBLIC LAND SURVEY MONUMENT AND/OR BOUNDARY MONUMENT OR ACCESSORY, COMMITS A CLASS TWO (2) MISDEMEANOR PURSUANT TO STATE STATUTE C.R.S. SEC 18-64-508. WHOEVER WILLFULLY DESTROYS, DEFACES, CHANGES, OR REMOVES TO ANOTHER PLACE ANY SECTION CORNER, QUARTER-SECTION CORNER, OR MEANDER POST ON ANY GOVERNMENT LINE OF SURVEY, OR WILLFULLY CUTS DOWN ANY WITNESS TREE OR ANY TREE BLAZED TO MARK THE LINE OF A GOVERNMENT SURVEY, OR WILLFULLY DEFACES, CHANGES, OR REMOVES ANY MONUMENT OR BENCH MARK OF ANY GOVERNMENT SURVEY, SHALL BE FINED UNDER THIS TITLE OR IMPRISONED NOT MORE THAN SIX MONTHS, OR BOTH, 18 U.S.C. § 1858.
- THE DISTANCE MEASUREMENTS SHOWN HEREON ARE U.S. SURVEY FOOT.
- FLOOD INFORMATION: THE SUBJECT PROPERTY IS LOCATED IN ZONE X UNSHADED, AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN, ACCORDING TO THE FEMA FLOOD INSURANCE RATE MAP; COMMUNITY-PANEL NO. 08013C-0582, DATED DECEMBER 18, 2012. FLOOD INFORMATION IS SUBJECT TO CHANGE.
- THE AREA ENCOMPASSED BY THE CONTROL DIAGRAM SHOWN HEREON IS AN AREA THAT HAS BEEN KNOWN TO HAVE BOUNDARY AND TITLE ISSUES AS NOTED ON VARIOUS SURVEYS INCLUDING BOUNDARY SURVEY PLAT BY HASCALL PLS 23500, DEPOSITED SURVEY LS 97-0133, DATED 8-6-97, IMPROVEMENT SURVEY PLAT BY STADELE PLS 26500, DEPOSITED SURVEY LS 05-0130 DATED 8-18-05, THE PLAT OF SPRUCE STREET APARTMENTS SUBDIVISION BY STADELE, PLS 26500, REG. 74, 440 FILED 3-8-05, AND AS NOTED ON BOULDER COUNTY ASSESSOR'S MAP DATED 10-8-71, AND AN AREA OF UNCERTAIN TITLE WEST OF THE SUBJECT PARCEL AS SHOWN ON THE CURRENT ASSESSORS WEB SITE. MANY OF THE DEED DESCRIPTIONS IN THE VICINITY HAVE MATHEMATICAL MISCLOSEURES, BY DEED DESCRIPTION THERE IS A GAP BETWEEN THE SUBJECT PARCEL AND THE PARCEL TO THE WEST (AS SHOWN), BY DIFFERING INTERPRETATION OF BOUNDARY PLACEMENT THERE IS AN OVERLAP WITH THE PARCEL TO THE EAST. THE PLAT OF EAST LOUISVILLE REC. # 9048867 FILED 8-18-1906 DOES NOT CLOSE MATHEMATICALLY. THE ABANDONED COLORADO AND SOUTHERN RAILROAD ROW IS DESCRIBED AS 50 FEET IN WIDTH" IN FILM 598 REC. # 842384 DATED 3-25-67 WHICH DESCRIBES ONLY THE CHORDS OF THE SOUTHERLY ROW LINE, WHILE THE ROW LINE IS DIFFERENTLY DESCRIBED BY METES AND BOUNDS ALONG BOTH SIDES AND SECOND CALLED TO THE PLAT OF EAST LOUISVILLE IN QUIT CLAIM DEED F1544 REC. # 0059384 DATED 8-31-88, WHICH DESCRIPTION IS CONSISTENT WITH THAT AS SHOWN ON ALL OF THE ABOVE REFERENCED SURVEY PLATS, DUE TO THE VARIOUS UNCERTAINTIES AND CONFLICTING DESCRIPTIONS NO SINGLE SOLUTION CAN BE ARRIVED AT THAT ADDRESSES ALL BOUNDARY ISSUES. THEREFORE OCCUPATION LINES HAVE BEEN HELD FOR THE EAST/WEST POSITION OF THE SUBJECT PARCEL, WHICH IS CONSISTENT WITH THE SAID HASCALL SURVEY. THE SOUTHERLY BOUNDARY HAS BEEN ESTABLISHED BY FOUND MONUMENTS ALONG THE OPPOSITE SIDE OF PINE ACROSS FROM THE PARCEL, AS OPPOSED TO HOLDING HASCALL PINS TO THE EAST. THE PLAT OF SPRUCE STREET APARTMENTS HAS BEEN HELD TO ESTABLISH THE ROW LINES OF SPRUCE STREET AND LEE AVENUE. THE RAILROAD ROW HAS BEEN HELD USING HASCALL PINS ALONG THE ROW AS BEING MORE CONSISTENT WITH THE OCCUPATION LINES CITED ABOVE. HOWEVER THERE IS LITTLE EVIDENCE OF THE RAILROAD IN THIS IMMEDIATE VICINITY AND THERE IS THE DIFFERENTIAL BETWEEN THE ROW AS BEING CONSISTENT WITH ABOVE SURVEY PLATS ARE MINIMAL COMPARED TO THE MISCLOSEURES AND APPARENT GAPS AND OVERLAPS. THERE IS AN APPARENT OR AREA OF UNCERTAINTY BETWEEN THE SUBJECT PARCELS, PORTION OF THE ROW AND THE PLAT OF SPRUCE STREET APARTMENTS (AS SHOWN). THE USAGE AREA OF SPRUCE AND LEE MAY EXTEND INTO THE SUBJECT PARCEL (AS SHOWN).

## PLANNING COMMISSION CERTIFICATE

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_ BY THE PLANNING COMMISSION OF THE CITY OF LOUISVILLE, COLORADO.  
 RESOLUTION NO. \_\_\_\_\_ SERIES \_\_\_\_\_

## CITY COUNCIL CERTIFICATE

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_ BY THE CITY COUNCIL OF THE CITY OF LOUISVILLE, COLORADO.  
 RESOLUTION NO. \_\_\_\_\_ SERIES \_\_\_\_\_ (CITY SEAL)

MAYOR SIGNATURE \_\_\_\_\_

CITY CLERK SIGNATURE \_\_\_\_\_

## CLERK AND RECORDER CERTIFICATE (COUNTY OF BOULDER, STATE OF COLORADO)

I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED IN MY OFFICE AT \_\_\_\_\_ O'CLOCK \_\_\_\_\_ M., THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, AND IS RECORDED IN PLAN FILE \_\_\_\_\_.

FEE \_\_\_\_\_ PAID, \_\_\_\_\_ FILM NO. \_\_\_\_\_ RECEPTION.

CLERK AND RECORDER \_\_\_\_\_

DEPUTY \_\_\_\_\_

## OWNERSHIP SIGNATURE BLOCK

HAVE LAID OUT, PLATTED AND SUBDIVIDED THE SAME INTO LOTS UNDER THE NAME OF 1125 PINE STREET MINOR SUBDIVISION AND ALSO DEDICATE EASEMENTS AS SHOWN ON SAID 1125 PINE STREET MINOR SUBDIVISION AS LAID OUT AND DESIGNATED ON THIS PLAT.

WITNESS MY/OUR HAND(S) AND SEAL(S) THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

OWNER NAME AND SIGNATURE \_\_\_\_\_

NOTARY NAME (PRINT) \_\_\_\_\_

\_\_\_\_\_  
 (NOTARY SEAL)

## Surveyor's Statement

I, JOHN B. GUYTON, A LAND SURVEYOR LICENSED IN THE STATE OF COLORADO, HEREBY STATE FOR AND ON BEHALF OF FLATIRON SURVEYING & GEOMATICS, INC. AND CORE TITLE OF COLORADO, THAT A SURVEY OF THE 1125 PINE STREET MINOR SUBDIVISION WAS CONDUCTED BY ME OR UNDER MY RESPONSIBLE CHARGE ON \_\_\_\_\_ DAY OF \_\_\_\_\_, AND OCTOBER 5, 2015; THAT SAID SURVEY AND THE ATTACHED PRINT THEREON WERE MADE IN SUBSTANTIAL ACCORDANCE WITH C.R.S. 38-51-102 (9) OF THE COLORADO INSTRUMENT SURVEY PLAT.

JOHN B. GUYTON COLORADO P.L.S. #16406  
 CHAIRMAN & CEO, FLATIRON SURVEYING & GEOMATICS, INC.

**DRAFT**  
**WORKING COPY ONLY**  
**FINAL VERSION**  
**WILL TAKE STAMP AND SIGNATURE**

DATE	11/20/2015
BY	B.H.AAS
CITY OF LOUISVILLE COMMENTS	

SUBDIVISION  
 1125 PINE STREET MINOR SUBDIVISION PLAT

Flatirons, Inc.  
 Surveying, Engineering & Geomatics  
 www.FlatironsInc.com  
 605 FOURTH AVE., SUITE 305  
 LOUISVILLE, CO 80005  
 PH: (303) 776-1533  
 FAX: (303) 776-1555

3660 DOWNING ST  
 DENVER, CO 80205  
 PH: (303) 443-7001  
 FAX: (303) 443-8600



JOB NUMBER:  
15-66,286  
 DATE:  
10-16-2015  
 DRAWN BY:  
B.H.AAS  
 CHECKED BY:  
LIZ/BOL/JWW  
 SHEET 1 OF 2



**SUBJECT:** 6<sup>TH</sup> AMENDMENT TO TAKODA GENERAL DEVELOPMENT PLAN (GDP) and THE FOUNDRY PLANNED UNIT DEVELOPMENT (PUD) – *HIGHWAY 42 AND PASCHAL DRIVE*

1. ORDINANCE NO. 1712, SERIES 2016 – AN ORDINANCE APPROVING AN AMENDMENT TO THE TAKODA GENERAL DEVELOPMENT PLAN (GDP) TO REZONE THE PROPERTY FROM PCZD-C TO PCZD-C/R - 1<sup>ST</sup> Reading – Set Public Hearing 01/19/2016
2. ORDINANCE NO. 1713, SERIES 2016 – AN ORDINANCE APPROVING THE VACATION OF VARIOUS EASEMENTS ON LOT 1, BLOCK 9 AND TRACT T OF TAKODA SUBDIVISION, AND LOT 2 OF SUMMIT VIEW SUBDIVISION – 1<sup>ST</sup> Reading – Set Public Hearing 01/19/2016
3. RESOLUTION NO. 3, SERIES 2016 – A RESOLUTION APPROVING A FINAL PLAT AND FINAL PLANNED UNIT DEVELOPMENT (PUD) TO CONSTRUCT A MULTI-USE DEVELOPMENT CONSISTING OF 24 AGE-RESTRICTED CONDOMINIUMS, 8 NON-RESTRICTED CONDOMINIUMS, AND 38,000 SF COMMERCIAL AND OFFICE LAND USES

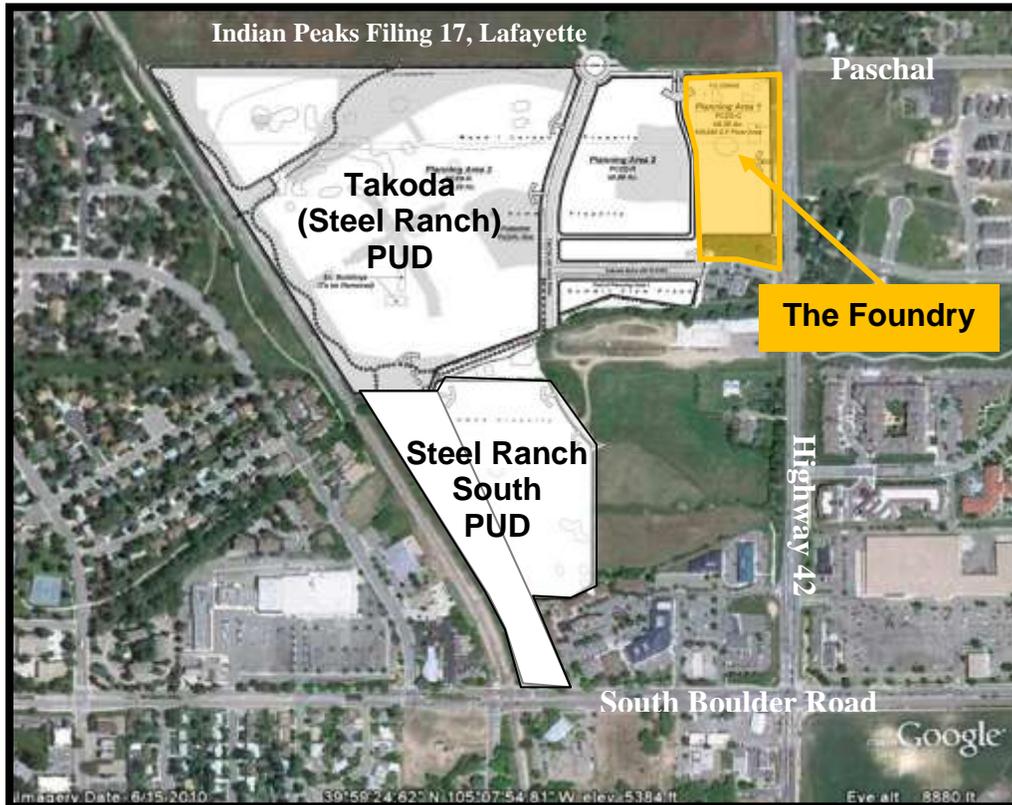
**DATE:** JANUARY 5, 2016

**PRESENTED BY:** SEAN MCCARTNEY, PRINCIPAL PLANNER – PLANNING AND BUILDING SAFETY DEPARTMENT



**SUMMARY:**

The applicant, Takoda Properties / Summit View Properties, LLC. has submitted a Rezoning, Final Plat and Planned Unit Development (PUD) plan request to develop the “Foundry” (formerly Steel Ranch Marketplace) and allow the construction of 32 residential condominiums (24 of which are age restricted) and 38,000 SF commercial and office development on a single 5.82 acre parcel. The proposed project is located on the southwest corner of Paschal Drive and CO Highway 42 in the Takoda Subdivision.



**BACKGROUND:**

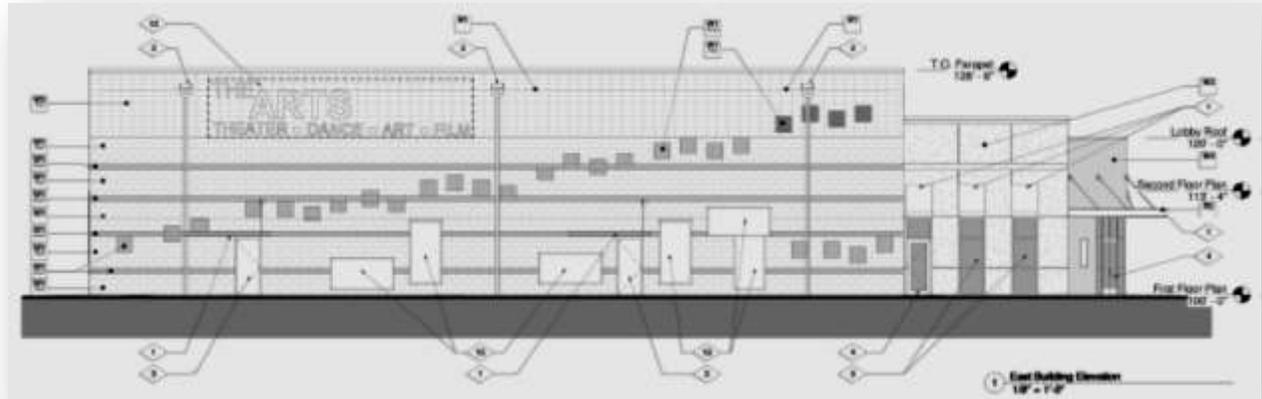
The property is located within the Takoda Subdivision east of the Steel Ranch neighborhood, west of the North End neighborhood, and south of Lafayette’s Indian Peaks Filing 17 neighborhood.

Takoda Village – Steel Ranch

The original Takoda Village GDP was approved on December 16, 2006 by Ordinance No. 1505, Series 2006. The Final Takoda Subdivision Plat and PUD were approved by Resolution No. 24, Series 2008. Subsequently, the owner branded the first phase of development as the “Steel Ranch” neighborhood. Planning Area 1 in the northeast corner of the Takoda Subdivision and east of the Steel Ranch neighborhood (the subject property) was zoned Planned Community Commercial Zone District – Commercial (PCZD-C) and set aside for a future PUD.

Steel Ranch Market Place

Resolution No. 53, Series 2013 approved a final Plat and PUD for the construction of an 11,345 SF theater within Planning Area 1. The project was referred to as the “Steel Ranch Market Place”. However, the project was never constructed.



Indian Peaks Filing 17

The Indian Peaks Filing 17 is an approved residential and commercial development project in the City of Lafayette. The Indian Peaks Subdivision program includes:

1. 302 residential units
2. 11.35 acres reserved for commercial development.



*Traffic Signal at Paschal and Highway 42*

Paschal and Highway 42 intersection provides access to the site and three residential subdivisions: Steel Ranch, North End and Indian Peaks Filing 17. The City of Louisville, in partnership with Lafayette, recently installed a traffic signal at the intersection of Highway 42 and Paschal.

**PROPOSAL:**

**REZONING**

The applicant is requesting the rezoning of Planning Area 1 to PCZD-C/R to allow a mixture of residential and commercial development on the property as they have not been successful in marketing this property as an exclusive commercial development. Rezoning Planning Area 1 to PCZD-C/R would allow for all commercial uses identified in Section 17.72.090 and the residential uses included in Section 17.72.080 in the Louisville Municipal Code. This rezoning request would constitute the sixth amendment to the Takoda GDP. The GDP was also amended to accommodate the Summit View PUD as well as the Kestrel PUD.

***2013 Comprehensive Plan***

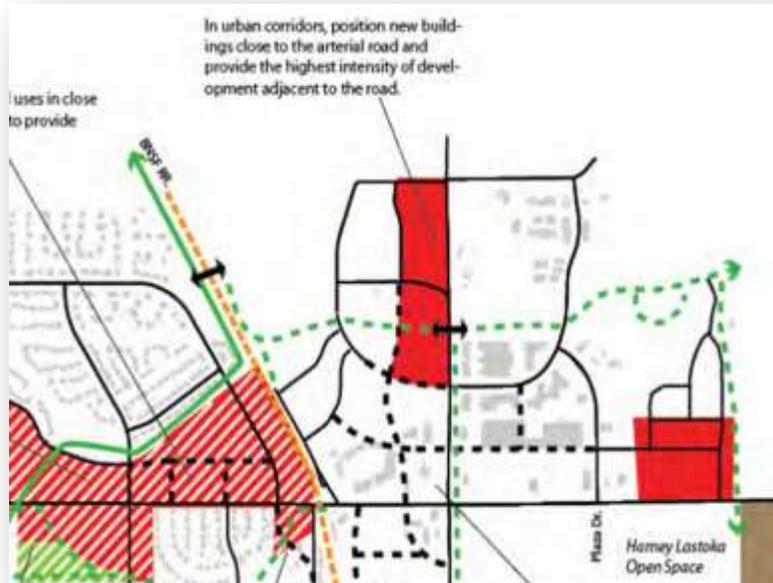
All zoning and rezoning requests are evaluated for their consistency with the Louisville Comprehensive Plan. The 2013 Comprehensive Plan identifies this area as the “Highway 42 Urban Corridor” and states *“This urban corridor focuses on commercial opportunities including office and neighborhood retail along with higher density housing in close proximity to the roadway. The land uses along the corridor will transition and provide connections to the lower density residential uses found on the outer edge of the corridor.”* The comprehensive plan identifies a range of densities *“up to 25 units an acre for residential and a floor area ratio (FAR) between .5 and 1 for commercial development”* would be compatible with the City’s vision.

This development application is requesting to modify the Takoda GDP to allow a mix of commercial uses with medium density residential. The proposed residential density would be approximately 16 units / acre, less than the 25 units identified as appropriated in the Comprehensive Plan.

The Neighborhood Housing chapter of the Comprehensive Plan, Principle NH-5 states. *“There shall be a mix of housing types and prices to meet changing economic, social, and multi-generational needs of those who reside, and would like to reside, in Louisville.”* Policy NH-5 states *“housing should meet the needs of seniors, empty nesters, disabled, renters, first time home buyers and all others by ensuring a variety of housing types, price, and styles are created and maintained.”*

This application is proposing 24 of the requested 32 residential units be age restricted condominiums for residents 55 and older. 8 market rate condominiums are also

proposed. Staff finds this application is providing a variety of housing for multi-generational and empty nesters as desired by policies in the Comprehensive Plan



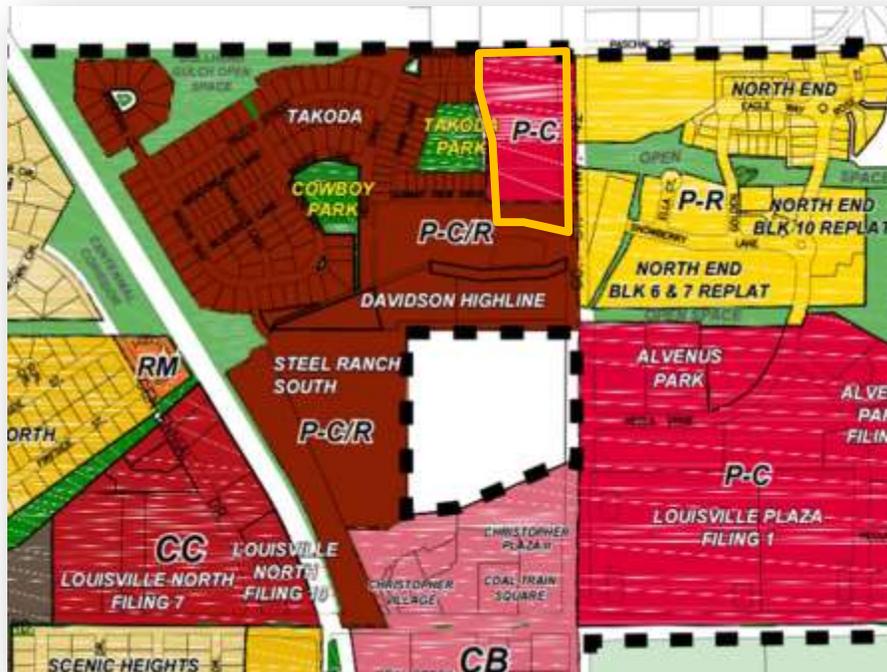
**Fiscal Impact**

The City’s fiscal impact model indicates the proposed land use mixture will likely have a positive fiscal return to the City over the next 20-years. The full fiscal analysis is illustrated at the end of this report.

Staff believes the request complies with the spirit and intent of the 2013 Comprehensive Plan.

***City of Louisville Zoning Map***

Rezoning requests are reviewed to ensure would be compatible with surrounding properties. The Zoning Map shows this property is surrounded by properties zoned PCZD-C/R (shown as P-C/R) to the south (offices) and west (residential), and the City of Lafayette, with housing and commercial, is located to the north. Rezoning this property to PCZD-C/R would be consistent with the properties to the south and west and would allow more a compatible architectural transition to the adjacent neighborhoods.



**FINAL SUBDIVISION PLAT AMENDMENT**

Lot Layout

The proposed lot layout amends two existing plats: Takoda Subdivision/Tract R, and the Summit View Subdivision. If approved, the City would not have any additional maintenance responsibilities for the development of this property as all of the proposed plazas and open areas would be publicly accessible but privately maintained.

The following documents the proposed lot breakdown and ownership:

	<b>Area</b>	<b>Ownership</b>	<b>Use</b>
Tract A	1.6 acres	Takoda Properties Inc.	Access/Access Drive/Parking
Tract B	.22 acres	Takoda Properties Inc.	Public plaza, parking
Tract C	1.03 acres	Takoda Properties Inc.	Parking/Highway 42 Access
Tract D	.67 acres	Takoda Properties Inc.	Parking
Block 1	.33 acres	Takoda Properties Inc.	Residential
Block 2	.32 acres	Takoda Properties Inc.	Residential
Block 3	.30 acres	Takoda Properties Inc.	Residential
Block 4	.32 acres	Takoda Properties Inc.	Residential
Block 5	.53 acres	Takoda Properties Inc.	Commercial (Lots 1-7)
Block 6	.5 acres	Takoda Properties Inc.	Commercial (Foundry)

Public Land Dedication

The request to rezone Planning Area 1 from PZCD-C to PZCD-C/R would require additional public land dedication (PLD). According to Chapter 16.12 of the Louisville Municipal Code (LMC), commercially zoned properties require a 12% PLD, while residentially zoned properties require a 15% PLD.

Staff recommends cash-in-lieu for the PLD requirement instead of property dedication. The applicant is requesting approximately 83,635 SF (1.92 acres) be zoned residential. This request, if approved, would require a cash-in-lieu payment based on the appraised value of 2,509 SF of land area (3%). 3% represents the difference between the previously dedicated 12% for original commercial zoning and the required 15% dedication for requested residential development. The PLD payment would be required at time of building permit issuance.

Easements

Earlier this summer Xcel required the property owner dedicate 17,250 SF for the placement of a high pressured gas line. The easement is located along Highway 42 and is shown on the proposed plat. A 50' wide Public Service Company Easement is also located along highway 42.

**FINAL PUD DEVELOPMENT PLAN AMENDMENT**

Land Use

The applicant's initial Foundry submittal proposed 48,000 SF commercial land uses, including two in-line commercial uses and two drive-thru uses, along with 48 residential units in 45 foot tall buildings.



During the initial review of this submittal, staff worked with the applicant to redesign the commercial property, reduce the overall size and number of residential units, and suggested the applicant deed restrict the residential units to people 55-years or older. The idea behind these requests was to adjust the application to be more compatible with the City's Comprehensive Plan, address neighborhood concerns of transition and compatibility to adjacent residential neighborhoods, and reduce Louisville residents' concerns of overcrowding the Louisville schools.

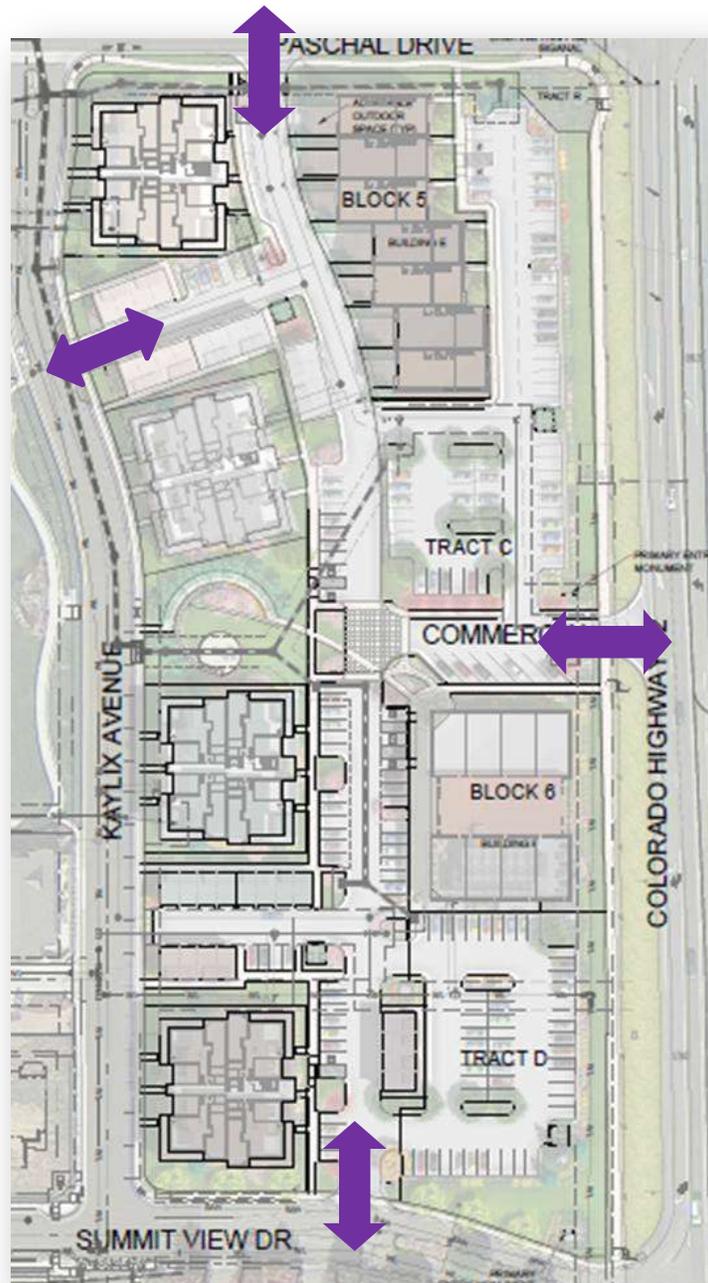
The resubmitted application eliminates the drive-thru commercial buildings, reduces the residential unit count to 32 residential units, with 75% of the 32 units (24 units total) as deed restricted units for residents 55 years or older in structures 35-feet in height .

#### Site Plan

The requested site has been designed as a more walkable mixed use environment where the development provides common entries accessible to shared parking and internal circulation. Proposed sidewalks and public plazas provide safe and convenient links throughout the development. Each pedestrian crossing would be articulated by stamped, colored concrete.

There are 4 primary access points proposed: Highway 42 (right-in, right-out); Paschal Drive (right-in, right-out); Kaylix Street (full movement); and Summit View Drive (full movement).

The proposed entrance, off of Highway 42, provides visual linkage to the proposed pedestrian plaza and adjacent Steel Ranch Park.



Bulk and Dimensions Standards

The commercial development must retain the following bulk and dimension standards as approved in the GDP:

BULK AND DIMENSION STANDARDS		
	RESIDENTIAL	COMMERCIAL
MIN. LOT AREA	MF: NA	1,500 SF
MIN. LOT WIDTH	55'	30'
MAX. LOT COVERAGE	NA	NA
<b>BUILDING SETBACKS**</b>		
MIN. FRONT YARD SETBACK (PRINCIPAL USES)	5' (ALL CONDITIONS)	0'
MIN. SIDE YARD SETBACK <sup>1</sup> (PRINCIPAL USES)	0' (IN BLDG) 5' (ALL OTHER CONDITIONS)	0'
MIN. SIDE YARD SETBACK <sup>1</sup> (ACCESSORY USES)	0'	0'
MIN. REAR YARD SETBACK (PRINCIPAL USES)	5'	5'
MIN. REAR YARD SETBACK (ACCESSORY USES)	0'	0'
SETBACK FROM HWY 42 ROW	NA	PARKING: 20' BUILDING: 10'
SETBACK FROM COLLECTOR STREET ROW	PARKING: 10' BUILDING: 10'	PARKING: 10' BUILDING: 10'
SETBACK FROM LOCAL STREET ROW	PARKING: 5' BUILDING: 10'	NA
SETBACK FROM GREEN WAYS AND OPEN SPACE	PARKING: 0' BUILDING: 0'	PARKING: 0' BUILDING: 0'
MIN. BUILDING SEPARATION	10'	10'
<b>MAX. BUILDING HEIGHT</b>		
PRINCIPAL USES	MF: 35'	35'
ACCESSORY USES <sup>2</sup>	20'	20'

Height

In the original GDP, this property was shown as Planning Area #1. The approved height in the original GDP for Planning Area #1 was 40'. The latest GDP amendment request would restrict the maximum height of all buildings to 35'. The height restriction of 35' complies with the Commercial Development Design Standards and Guidelines (CDDSG) which allows a maximum height of 35'. The 2013 Comprehensive Plan allows a building height of 2 to 3 stories. The applicant is requesting the following heights and stories in the PUD:

- In-Line Commercial: 28'6", 2 stories (mezzanine)
- Foundry: 35', 2 stories
- Residential: 35', 3 stories

Architecture

The architectural design for the commercial component of this project is regulated by chapter 4 of the CDDSG. The City does not have residential design standards, so the

residential design component of this project must comply with bulk and dimension standards established in the Takoda GDP.

*The Foundry*

The *Foundry* building is a proposed structure designed to emulate “The Source”, which is an artisan food market in the City of Denver. *The Source* has space for 13 food vendors, a bar, and contains a public gathering space in the atrium:



The proposed *Foundry* is designed as an industrial building and according to the applicant, “honors the previous land owner”, Willis Hamm, who was a metal worker and welder. According to the applicant, the surrounding development “Steel Ranch” was named because of the connection to Mr. Hamm’s steel background and his design of the metal signs seen throughout the Steel Ranch development.

The *Foundry* is proposed to be skinned with an assortment of metal, ranging from tin siding and corrugated metal. The applicant is proposing to provide worn brick on the façade to visually break up the use of metal.

The proposed gabled center of the building would be the highest point of the building at 35’. The gabled roof line would provide a visual entrance to the building and allow for the development with a centralized atrium. The proposed clerestory atrium would provide divided light windows on both ends of the gable.

Each portion of the proposed façade would have similar materials and elements, but each façade still would have its own identity. The east facade, which faces Highway 42, is proposed to have three separate components: south, center and north.



- The **south** portion of the façade would be flat roofed and skinned with corrugated metal with tall, pedestrian level windows providing visual interest at street and sidewalk level. The proposed windows would provide divided lights, be metal framed and would provide an abundance of natural light for the interior of the building. The proposed south façade is broken up by an exterior staircase leading to a rooftop patio.
- The **center** of the proposed building would have a gable design celebrating the entrance of the building. The entrance of the building would have tall, sliding metal doors hung from a vertical rail. Above the doors the applicant is proposing large divided light window to aid in illuminating the floor to ceiling interior atrium.

- The **north** side of the proposed structure would have similar form, design and window elements as the south façade, however the north side would provide transom windows above the ground level windows to further break up the facade. The base of the north façade would be skirted with brick to break up the overall use of corrugated metal.

*In-Line Commercial*

The proposed in-line commercial modules provide up to 6 flex commercial/office units in a two story (interior mezzanine) design. The in-line commercial modules would be located closest to the intersection of Paschal Drive and Highway 42, providing a gateway affect for the design. The proposed modules, which are 28 feet in height, would be staggered to provide the necessary step backs and building articulations for improved visual interest.

Staff believes the architect took full advantage of the proposed step backs to provide visual interest for viewing from all angles. Tall, divided light windows would distinguish entrances from the street and pedestrian level. These proposed windows would also provide natural light for the interior of the buildings. The proposed flat roof would be articulated with a roof line defined by a heavy, thick belt course.



An adaptable outdoor space is proposed along the western façade of the in-line commercial buildings. The architect is proposing window openings on the west elevations of the buildings which can be used as either standard fixed windows, or roll up garage style windows if the adaptable space is used for outdoor eating. Outdoor eating is a permitted principal use in the PCZD-C zone district. The proposed materials of the in-line buildings would complement the *Foundry* and tie the architectural styles together.

Staff recommends the wall signs, shown as large vertical address numbers, be removed from the PUD and all wall signs comply with Chapter 7 of the CDDSG and Chapter 17.24 of the LMC.

*The Residential*

The proposed residential structures reflect design features of many of the new residential structures being built in North End, Steel Ranch South and DELO. Residential structures would be designed primarily of brick but would also have natural stone and metal components, such as awnings and belt courses. The proposed residential buildings would be designed as 3 story structures with the following elements:



- Ground floor –pedestrian oriented with floor to ceiling windows and porches/doors which would open to the sidewalk. The proposed entrance of the structures would be framed by brick columns while the porches would have metal railings.
- Second floor – many divided light widow openings and recessed patios with metal awnings would provide both a visual interest and functional shading.
- Top floor –proposed to be stepped back from the second level, containing a variety of materials (metal paneling). This floor would functionally break up the building and reduce the overall building massing. An extended roof eave would provide both a visual interest and functional shading for the rooftop patio.

Two different building facades are provided for the four proposed structures, shown in the PUD as “Residential Building A” and Residential Building B”.

Parking

The parking for this development is regulated through the CDDSG. For the mix of uses denoted in this development, Chapter 2.2.1.M of the CDDSG states “*when opportunities exist for shared parking between different uses with staggered peak parking demand, make every effort to take advantage of this opportunity to reduce the total number of parking spaces within the development, especially in multi-tenant and mixed use commercial centers.*”

The applicant has requested the 37,600 SF commercial flex space be parked at 85% of its gross leasable area (GLA), or approximately 31,960 SF. Staff finds this request acceptable since the Chapter 17.20.010.C of the LMC allows for the following “*Where square feet are specified, the area measured shall be the floor area primary to the functioning of the particular use of property and shall exclude stairwells; elevator shafts; hallways; ornamental balconies; space occupied by heating, air conditioning or other utility equipment; space devoted exclusively to storage; and space devoted to off-street parking or loading. This subsection C shall not apply to development subject to the City of Louisville Commercial Development Design Standards and Guidelines.*” Although the above allowance is omitted from developments regulated by the CDDSG, the CDDSG allows for a reduction of spaces for a multi-tenant commercial center and staff believes 85% of GLA is a good measurement to use for such a reduction.

The applicant has proposed 229 on-site parking spaces in the application. The proposed parking for this development is as follows:

- Residential – the LMC requires 2 spaces for every unit, regardless of bedroom count. The applicant has proposed 64 parking spaces for the residential uses through 32 surface spaces and 32 enclosed parking spaces (8, 4-space parking garages). The application also proposes 23 on-street parking spaces located on Kaylix Street and adjacent to the proposed residential uses. The applicant understands these spaces may not be used towards the overall parking count, but suggests the proximity of these on-street spaces would make them likely to be used by residents of and visitors to the development.
- Commercial –The applicant proposes the 37,600 SF commercial be parked at 85% of its GLA, or 31,960 SF. Under this approach, the 165 spaces proposed for the commercial area would provide a ratio of 5.16 parking spaces per 1,000 SF. The CDDSG requires 4.5 spaces per 1,000 SF for commercial uses. If parking is calculated on 100% of GLA (37,600 SF), the proposed 165 spaces would provide a ratio of only 4.4 spaces per 1,000 SF.

#### Landscaping

Chapter 5 of the CDDSG, Landscaping, is the governing regulation for the proposed landscape plan. Staff has reviewed the proposed landscaping plan for the development and believes it complies with the CDDSG with the exception of the street tree placement waiver the applicant is requesting.

The applicant is asking for a waiver for the placement of street trees along the perimeters of the property. The CDDSG requires street trees at 20 feet on center for meandering sidewalks. The applicant has stated because of existing easements and sight lines, they would like flexibility on the placement of the trees along Highway 42. Staff acknowledges there is an existing 50’ wide Public Service Company easement,

with overhead powerlines, along Highway 42. However staff also believes, based on the location of street trees in the adjacent Summit View office complex, certain types of street trees may be located along Highway 42 under the powerlines. Therefore, staff recommends the applicant work with the Parks Department on the type and location of additional trees along Highway 42, while still meeting the CDDSG standard, prior to recordation.

Community Form

The overall design would provide a range of architectural styles within a development that would be at a scale and mass compatible with its neighbors. The proposed development provides commercial visual interest along Highway 42, while the residential component provides an appropriate buffer and transition between the proposed commercial land uses and the existing Steel Ranch neighborhood.

The proposed design changes land uses mid-block, allowing residential uses to face residential uses. Additionally, by opening the building to outdoor pedestrian plazas, as well as the adjacent Steel Ranch Park, the buildings would frame a civic use placing “eyes on the park”, a fundamental principle of community design.

Boulder Valley School District

This proposal was referred to the Boulder Valley School District (BVSD). The BVSD provided a letter with the following statement *“The Foundry Rezoning and Final PUD application proposes to add 24 senior condominiums and 8 unrestricted condominium units with an anticipated student impact of 1 student on Louisville Elementary, 0 student on Louisville Middle, and 1 student on Monarch High School. When considering this and all other development activity in Louisville, and resident enrollment growth within the attendance areas of Louisville schools, Louisville Middle and Monarch High are able to accommodate projected growth. Louisville Elementary, however will likely reach its program capacity within 5 years should growth within the existing housing stock of central Louisville continue at the pace of recent years. Elementary capacity in Louisville as a whole, however, is ample to accommodate continued enrollment growth.”*

The letter continues to state *“recent enrollment growth at Louisville Elementary continues to be managed by restricting open enrollment thus reducing the proportion of enrollment from outside the school’s attendance area. As of the preliminary October 1 count, approximately 39 open enrolled students occupied the seats at the school and continued restrictions will eventually make these seats available to new resident students.”*

**PLANNING COMMISSION ACTION**

The Planning Commission held a public hearing on December 10, 2015 to consider the applicant’s proposal. The Commission passed a resolution recommending approval of the rezoning and final PUD by a 6-0 vote.

The majority of the public comments were positive. The primary questions concerned:

- The perceived erosion of commercially zoned property.
- Why would the City require restricted units as school enrollment is the responsibility of the school district, not the City?
- Fiscal impact
- Proposed commercial development in the adjacent Indian Peaks community.
- Transportation concerns, namely how potential U-turns on Paschal be prevented.

In summary, the Planning Commission concluded this application is a high-quality project, providing a good balance between residential and retail investment. Most of the public who spoke were in support of the project. One resident from Lafayette was in agreement with the project and hoped approval of this project would have a positive effect on what is proposed for the Indian Peaks commercial development. The one negative comment heard at Planning Commission concerned the impacts on the BVSD.

**FISCAL IMPACT:**

According to the City's new fiscal impact model, the previously approved GDP would yield a net positive fiscal impact of **+\$2,670,000** over a 20-year period, or **+\$133,500** per year. The proposed rezoning, using the applicant's numbers, would yield a net positive fiscal impact of **+\$2,199,000** on the City over the same 20-year period, or a positive **+\$109,950** per year.

For comparison purposes, staff also provided a fiscal analysis using the City's established vehicle trip generation rates and adjustment factors as documented by the Institute of Transportation Engineers (ITS). This scenario yields a net positive fiscal impact of **+\$2,327,000** over the same 20-year period, or **+\$116,350** per year. The following table summarizes the model's output for both scenarios and the approved GDP.

**SUBJECT: THE FOUNDRY PUD – HIGHWAY 42 AND PASCHAL DRIVE****DATE: JANUARY 5, 2016****PAGE 18 OF 19**

Revenue by Fund	SCENARIO					
	Developer Numbers	%	Model Numbers	%	Original Gdp	%
General Fund	\$2,313	58%	\$2,256	58%	\$2,660	64%
Urban Revitalization District Fund	\$0	0%	\$0	0%	\$0	0%
Open Spaces & Parks Fund	\$355	9%	\$353	9%	\$368	9%
Lottery Fund	\$0	0%	\$0	0%	\$0	0%
Historic Preservation Fund	\$123	3%	\$122	3%	\$130	3%
Capital Projects Fund	\$1,189	30%	\$1,183	30%	\$1,030	25%
<b>TOTAL REVENUE</b>	<b>\$3,980</b>	<b>100%</b>	<b>\$3,914</b>	<b>100%</b>	<b>\$4,188</b>	<b>100%</b>
<b>Expenditures by Fund</b>						
General Fund	\$734	41%	\$672	42%	\$691	46%
Urban Revitalization District Fund	\$0	0%	\$0	0%	\$0	0%
Open Spaces & Parks Fund	\$154	9%	\$129	8%	\$86	6%
Lottery Fund	\$0	0%	\$0	0%	\$0	0%
Historic Preservation Fund	\$123	7%	\$122	8%	\$130	9%
Capital Projects Fund	\$770	43%	\$664	42%	\$611	40%
<b>TOTAL EXPENDITURES</b>	<b>\$1,782</b>	<b>100%</b>	<b>\$1,588</b>	<b>100%</b>	<b>\$1,518</b>	<b>100%</b>
<b>NET FISCAL RESULT BY FUND</b>						
General Fund	\$1,580		\$1,584		\$1,969	
Urban Revitalization District Fund	\$0		\$0		\$0	
Open Spaces & Parks Fund	\$200		\$224		\$281	
Lottery Fund	\$0		\$0		\$0	
Historic Preservation Fund	\$0		\$0		\$0	
Capital Projects Fund	\$419		\$519		\$419	
<b>NET FISCAL IMPACT</b>	<b>\$2,199</b>		<b>\$2,327</b>		<b>\$2,670</b>	

Staff recognizes this development request reduces the amount of commercially zoned property on the parcel. However, staff does not believe this request reduces the potential for retail development because in this market area retail is only successful on the ground floor of buildings. The applicant indicates the proposed reduction in commercial development reflects the market and not a loss of any commercial development as the site has not developed and has sat vacant for 9 years.

As stated above, the proposed development shows a net positive fiscal impact on the City over 20-years.

Regardless, staff believes it is important to require the applicant construct the commercial structures concurrent with the residential development and place a condition stating such. Planning Commission endorsed the condition as they are also concerned with the long-term reduction of commercially zoned property.

**SUBJECT: THE FOUNDRY PUD – HIGHWAY 42 AND PASCHAL DRIVE**

**DATE: JANUARY 5, 2016**

**PAGE 19 OF 19**

The condition of concurrent commercial and residential development would be enforced through the development agreement where the City can use the issuance of building permits and certificates of occupancy to ensure concurrent development.

**RECOMMENDATION:**

Staff recommends City Council approve Ordinance No. 1712, Series 2016 and Ordinance No. 1713, Series 2016 on first reading and set the public hearing for January 19, 2016. Staff also recommends aligning the Foundry's PUD hearing with the rezoning request and also set the public hearing for Resolution No. 3, Series 2016 for January 19, 2016.

**ATTACHMENTS:**

1. Ordinance No. 1712, Series 2016
2. Ordinance No. 1713, Series 2016
3. Resolution No. 4, Series 2016
4. Takoda GDP, 6<sup>th</sup> Amendment
5. Application Documents
6. Final Plat
7. [Link to Final PUD](#)
8. Market Summary
9. September 25, 2015 Public Works memo
10. Citizen emails
11. BVSD Referral Letter
12. Draft Planning Commission Minutes – December 10, 2015
13. Presentation
14. Fiscal Analysis Support Tables

**ORDINANCE NO. 1712  
SERIES 2016**

**AN ORDINANCE APPROVING AN AMENDMENT TO THE TAKODA GENERAL  
DEVELOPMENT PLAN (GDP) TO REZONE THE PROPERTY FROM PCZD-C TO  
PCZD-C/R**

**WHEREAS**, the Takoda Properties / Summit View Properties, LLC is the owner of certain real property totaling approximately 5.82 acres, which property is designated as a portion of the Takoda Subdivision property and the legal description of which is attached hereto as Exhibit A (the “Property”); and

**WHEREAS**, the Property is currently zoned Planned Community Zone District – Commercial (PCZD – C) and, permitted uses are set forth on the existing PCZD general development plan; and

**WHEREAS**, the owner has submitted to the City a request for approval of an amended PCZD General Development Plan for the Property, which amended Plan is entitled the Takoda General Development Plan, 6<sup>th</sup> Amendment and a copy of which is attached hereto as Exhibit C (the “Takoda GDP 6<sup>th</sup> Amendment”); and

**WHEREAS**, the Business Center at CTC GDP shall serve to identify the zoning, permitted uses and development for the Property and shall serve as the PCZD General Development Plan for the Property, in accordance with Title 17 of the Louisville Municipal Code; and

**WHEREAS**, the Louisville Planning Commission has held a public hearing on the proposed Takoda GDP 6<sup>th</sup> Amendment for the Property and has forwarded a recommendation to the City Council to approve the Takoda GDP 6<sup>th</sup> Amendment; and

**WHEREAS**, the City Council has duly considered the Commission’s recommendation; and

**WHEREAS**, the City Council has held a public hearing on the proposed Takoda GDP 6<sup>th</sup> Amendment and has provided notice of the public hearing as provided by law; and

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

**WHEREAS**, the PCZD-C/R zoning classification for the Property as further set forth on the Takoda GDP 6<sup>th</sup> Amendment is consistent with the City of Louisville 2013 Citywide Comprehensive Plan;

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

**Section 1.** Subject to Section 2 hereof, the City Council of the City of Louisville hereby approves the Takoda GDP 6<sup>th</sup> Amendment (the “Takoda GDP 6<sup>th</sup> Amendment”) for the property

legally described in Exhibit A attached hereto (the "Property") and, pursuant to the zoning ordinances of the City, such Property is zoned Planned Community Zone District Industrial (PCZD-C/R) for the uses permitted in the Takoda GDP for the Property, a copy of which Takoda GDP 6<sup>th</sup> Amendment is attached hereto as Exhibit B.

**Section 2.** The Takoda GDP 6<sup>th</sup> Amendment shall be recorded in the Offices 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 5<sup>th</sup> day of January, 2016.

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Robert P. Muckle, Mayor

ATTEST:

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Nancy Varra, City Clerk

APPROVED AS TO FORM:

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Light Kelley, P.C.  
City Attorney

**PASSED AND ADOPTED ON SECOND AND FINAL READING,** this 19<sup>th</sup> day of January, 2016.

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Robert P. Muckle, Mayor

ATTEST:

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Nancy Varra, City Clerk



**ORDINANCE NO. 1713  
SERIES 2016**

**AN ORDINANCE APPROVING THE VACATION OF VARIOUS EASEMENTS WITHIN  
LOT 1, BLOCK 9 AND TRACT T, TAKODA SUBDIVISION AND LOT 2 OF SUMMIT  
VIEW**

**WHEREAS**, by the Summit View Subdivision recorded in the Office of the Boulder County Clerk and Recorder on November 6, 2001 at Reception No. 2216330, and by the Takoda Subdivision recorded in the Office of the Boulder County Clerk and Recorder on October 6, 2010 at Reception No. 3103584 there was dedicated to the City various utility easements on Lot 1, Block 9, in the location further described in Exhibit A attached hereto and incorporated herein by this reference (“Easements”); and

**WHEREAS**, the Owner of Lot 1, who intends to develop said Lot under a single planned unit development plan, has requested vacation of the Easements; and

**WHEREAS**, the City Council finds and determines that the Easements for which vacation is requested is not and will not be needed for any public purposes and will not be needed for any City utility or drainage purposes; and

**WHEREAS**, the City Council finds and determines that the Easements 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 Easements for which vacation is requested;

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

**Section 1.** The City hereby approves the vacation of the various easements located Lot 1, Block 9 and Tract T, Takoda Subdivision and Lot 2 of Summit View Subdivision, which easement herein vacated is in the location further described in Exhibit A attached hereto and incorporated herein by this reference (“the Easements”).

**Section 2.** No other easements for public utilities per Takoda Subdivision shall be deemed altered or amended by virtue of this ordinance.

**Section 3.** 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.

**Section 4.** 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 Easements herein vacated, including but not execution of quit claim deeds. All action heretofore taken in furtherance of the vacation the Easements are hereby ratified and confirmed.

**INTRODUCED, READ, PASSED ON FIRST READING, AND ORDERED  
PUBLISHED** this 5<sup>th</sup> day of January, 2016.

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Robert P. Muckle, Mayor

ATTEST:

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Nancy Varra, City Clerk

APPROVED AS TO FORM:

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Light Kelly, P.C.  
City Attorney

**PASSED AND ADOPTED ON SECOND AND FINAL READING**, this 19<sup>th</sup> day of  
January, 2016.

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Robert P. Muckle, Mayor

ATTEST:

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Nancy Varra, City Clerk



**RESOLUTION NO. 3  
SERIES 2015**

**A RESOLUTION APPROVING A REZONING, FINAL PLAT AND FINAL PLANNED UNIT DEVELOPMENT (PUD) TO CONSTRUCT A MULTI-USE DEVELOPMENT CONSISTING OF 24 AGE-RESTRICTED CONDOMINIUMS, 8 NON-RESTRICTED CONDOMINIUMS, AND 38,000 SF COMMERCIAL/OFFICE.**

**WHEREAS**, there has been submitted to the Louisville Planning Commission an application approving a rezoning, final Plat and final Planned Unit Development (PUD) to construct a multi-use development consisting of 24 age restricted condominiums, 8 non-restricted condominiums, and 38,000 sf commercial/office; and

**WHEREAS**, the City Staff has reviewed the information submitted and found that, subject to conditions, the application complies with the Louisville zoning and subdivision regulations and other applicable sections of the Louisville Municipal Code; and;

**WHEREAS**, after a duly noticed public hearing on December 10, 2015, where evidence and testimony were entered into the record, including the findings in the Louisville Planning Commission Staff Report dated December 10, 2015, the Planning Commission recommends the PUD for the Foundry to City Council, with the following conditions:

1. The 24 age restricted condominiums shall be for ages 55 and older. The 55 years and older age restriction shall be placed on the deed of each age restricted unit and shall also be included in the subdivision agreement, and a covenant agreement enforceable by the City of Louisville.
2. Staff recommends the wall signs of the In-line building, shown as vertical address numbers, be removed from the PUD and all wall signs must comply with Chapter 7 of the CDDSG and Chapter 17.24 of the LMC.
3. The applicant shall continue to work with the Parks Department on the type and location of additional trees along Highway 42, prior to recordation.
4. The applicant shall continue to work with the Public Works Department on the items listed in the October 25, 2015 memo. Each item shall be completed prior to recordation.
5. Residential and Commercial Development shall be constructed concurrently.

**NOW THEREFORE, BE IT RESOLVED** that the City Council of the City of Louisville, Colorado does hereby approve Resolution No. 3, Series 2016, a resolution approving a rezoning, final Plat and final Planned Unit Development (PUD) to construct a multi-use development consisting of 24 age restricted condominiums, 8 non-restricted condominiums, and 38,000 sf commercial/office, with the following conditions:

1. The 24 age restricted condominiums shall be for ages 55 and older. The 55 years and older age restriction shall be placed on the deed of each age restricted unit and shall also be included in the subdivision agreement, and a covenant agreement enforceable by the City of Louisville.
2. Staff recommends the wall signs of the In-line building, shown as vertical address numbers, be removed from the PUD and all wall signs must comply with Chapter 7 of the CDDSG and Chapter 17.24 of the LMC.
3. The applicant shall continue to work with the Parks Department on the type and location of additional trees along Highway 42, prior to recordation.
4. The applicant shall continue to work with the Public Works Department on the items listed in the October 25, 2015 memo. Each item shall be completed prior to recordation.
5. Residential and Commercial Development shall be constructed concurrently.

**PASSED AND ADOPTED** this 19<sup>th</sup> day of January, 2016.

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

Attest: \_\_\_\_\_  
Nancy Varra, City Clerk  
City of Louisville, Colorado

# TAKODA GENERAL DEVELOPMENT PLAN - 3rd AMENDMENT

A PART OF SECTION 5, TOWNSHIP 1 SOUTH, RANGE 69 WEST OF THE 6TH PM,  
CITY OF LOUISVILLE, COUNTY OF BOULDER, STATE OF COLORADO

**LEGAL DESCRIPTION FOR TAKODA PA1**

THE BOUNDARY:  
A REPLAT OF LOT 1, BLOCK 9 AND TRACT T OF TAKODA SUBDIVISION WITH A RECEPTION NUMBER OF 03103584, AND LOT 2 OF SUMMIT VIEW SUBDIVISION WITH A RECEPTION NUMBER 2218350 AND BEING PART OF SOUTHEAST 1/4 OF SECTION 5, TOWNSHIP 1 SOUTH, RANGE 69 WEST OF THE 6TH P.M., CITY OF LOUISVILLE, COUNTY OF BOULDER, STATE OF COLORADO.  
AREA = 5.82 ACRES

**PROJECT DESCRIPTION**

PLATTED AREA:	45.82 AC.
GROSS PROJECT AREA:	45.82 AC.
<b>PLANNING AREA 1</b>	
PA AREA:	5.82 AC.
CURRENT ZONING:	PLANNED COMMUNITY ZONED DISTRICT (PCZD) - C
PROPOSED ZONING:	PLANNED COMMUNITY ZONED DISTRICT (PCZD) - C-R
MAX APPROVED FLOOR AREA	76,055 SF
TOTAL MAX NUMBER OF RESIDENTIAL UNITS	32 DU

**PLANNING AREA 1 ACCESS**

ACCESS:	HIGHWAY 42 (FULL MOVEMENT, SIGNALIZED AT PASCHAL DRIVE)
	HIGHWAY 42 (24' MOVEMENT AT SUMMIT VIEW DRIVE)
	SUMMIT VIEW DRIVE (FULL MOVEMENT)
	PASCHAL DRIVE (RT IN/RT OUT ACCESS)
	KAYLIX AVE (FULL MOVEMENT)

**PUBLIC LAND DEDICATION - PA1**

TOTAL PLATTED AREA (PA1):	5.82 AC.
COMMERCIAL AREA (PCZD-CR):	2.89 AC.
COMMERCIAL DEDICATION REQUIREMENT:	12% (PREVIOUSLY MET)
RESIDENTIAL AREA (PCZD-CR):	2.93 AC.
COMMERCIAL DEDICATION REQUIREMENT:	12% (PREVIOUSLY MET)
RESIDENTIAL DEDICATION REQUIREMENT:	15% (3% DELTA)
TOTAL LAND DEDICATION REQUIRED:	3.829 SF (0.088 AC)

\* THE REQUIRED LAND DEDICATION SHALL BE MET VIA A CASH IN LIEU PAYMENT CONSISTENT WITH SECTION 18.16.608 OF THE CITY CODE.

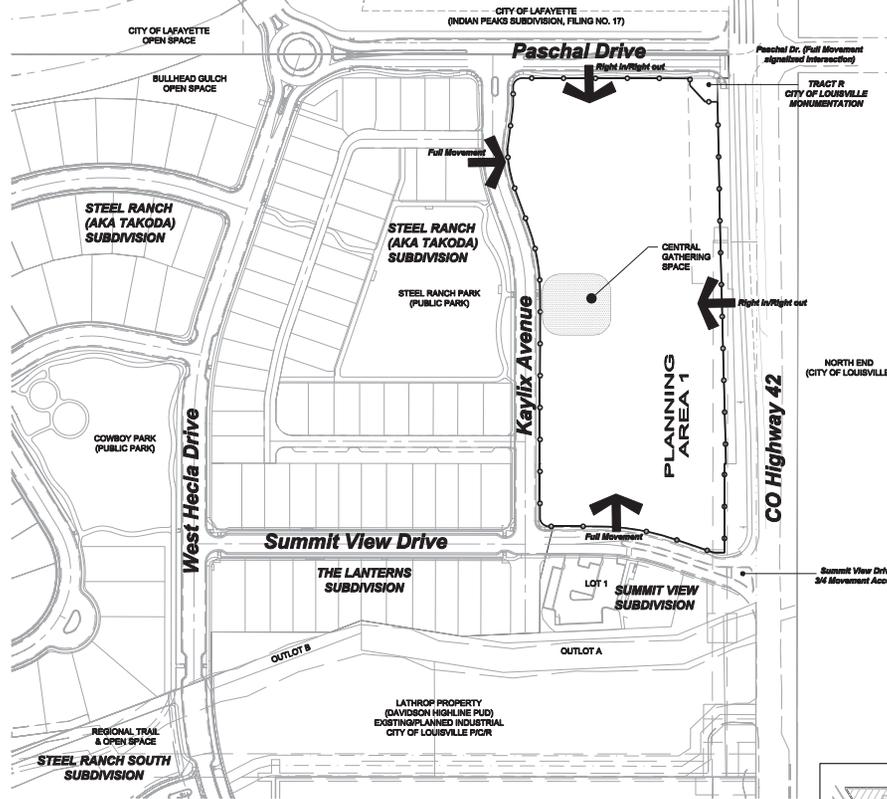
**DEVELOPMENT SUMMARY**

<b>PLANNING AREA 1:</b>	
ALLOWED USES: PER SECTION 17.72.080	32 DU, 1
UNITS:	5.50 D U/JAC
MAXIMUM DENSITY:	
<b>TAKODA TOTAL RESIDENTIAL DENSITY:</b>	
ALLOWED USES: PER SECTION 17.72.080	494 D U (INCLUDES 32 UNIT REQUEST)
UNITS:	69.07 AC
TAKODA TOTAL GROSS PROJECT AREA:	71,743 SF
MAXIMUM DENSITY:	76,055 SF
MAX APPROVED FLOOR AREA (PER TAKODA GDP-2ND AMENDMENT)	
MAX APPROVED FLOOR AREA WITHIN THIS GDP:	

\* SINGLE FAMILY Y ATTACHED UNITS WITHIN PLANNING AREA 1 REQUIRE PUD APPROVAL AND SHALL IN NO EVENT EXCEED THE UNIT COUNT OF 32.

**NOTES**

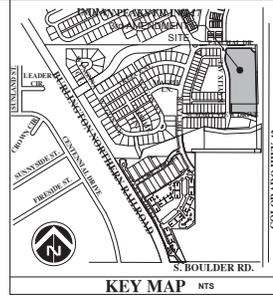
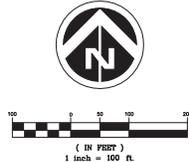
- SURVEY FOR THIS PROJECT WAS COMPLETED BY ROCK CREEK SURVEYING, LLC, DATED AUGUST 23, 2013.
- THERE IS NO FEMA RECORDED FLOODPLAIN WITHIN THE PROJECT LIMITS.
- TIMING OF THE DEVELOPMENT SHALL BE DEPENDENT ON MARKET CONDITIONS.
- THIS PLAN IS CONCEPTUAL IN NATURE AND SHOULD NOT BE INTERPRETED TO ESTABLISH PRECISE DIMENSIONS OR ACRESAGE. SUCH FACTORS SHALL BE ACCURATELY ESTABLISHED THROUGH THE PLATTING AND FINAL PUD PROCESS IN ACCORDANCE WITH THE CITY'S REQUIREMENTS.



**BULK AND DIMENSION STANDARDS**

	COMMERCIAL	RESIDENTIAL
MIN. LOT AREA	1,500 S.F.	MF: N/A
MIN. LOT WIDTH	30'-0"	35'-0"
MAX. LOT COVERAGE	N/A	N/A
BUILDING SETBACKS *4		
MIN. FRONT YARD SETBACK (PRINCIPAL USES)	0'	5' (ALL CONDITIONS)
MIN. SIDE YARD SETBACK *1 (PRINCIPAL USES)	0'	5' (IN BLDG) 5' (ALL OTHER CONDITIONS)
MIN. SIDE YARD SETBACK *2 (ACCESSORY USES)	0'	0'
MIN. REAR YARD SETBACK (PRINCIPAL USES)	5'	5'
MIN. REAR YARD SETBACK (ACCESSORY USES)	0'	0'
SETBACK FROM HWY 42 R.O.W.	PARKING: 20' BUILDING: 10'	N/A
SETBACK FROM COLLECTOR STREET R.O.W.	PARKING: 10' BUILDING: 10'	PARKING: 10' BUILDING: 10'
SETBACK FROM LOCAL STREET R.O.W.	N/A	PARKING: 5' BUILDING: 10'
SETBACK FROM PARKS & OPEN SPACE	PARKING: 0' BUILDING: 0'	PARKING: 0' BUILDING: 0'
MINIMUM BLDG. SEPARATION	10'	10'
MAX. BLDG. HEIGHT		
PRINCIPAL USES	35'-0"	35'
ACCESSORY USES *2	20'-0"	20'

\* IF FEE SIMPLE LOTS ARE CREATED WITHIN BUILDINGS, THERE IS NO SETBACK REQUIREMENT BETWEEN INTERNAL UNITS.  
\* ACCESSORY USES TO INCLUDE GARAGES  
\* NO MAXIMUM BUILDING SETBACKS ARE REQUIRED  
\* CORNER, CANTY DRIVE, PATIO, FIRE PLACE, WING WALL OR SIMILAR ARCHITECTURAL FEATURE MAY EXTEND 3 FEET INTO A REQUIRED SETBACK



**OWNERSHIP CERTIFICATE**

BY SIGNING THIS GDP, THE OWNER ACKNOWLEDGES AND ACCEPTS ALL THE REQUIREMENTS AND INTENT SET FORTH BY THIS GDP. WITNESS OUR HANDS AND SEALS THIS \_\_\_\_ DAY OF \_\_\_\_\_, 201\_\_.

OWNER - TAKODA PROPERTIES, LLC A COLORADO LIMITED LIABILITY COMPANY

**PLANNING COMMISSION CERTIFICATE**

RECOMMENDED APPROVAL THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_ BY THE PLANNING COMMISSION OF THE CITY OF LOUISVILLE, COLORADO.

RESOLUTION NO. \_\_\_\_\_ SERIES \_\_\_\_\_

**CITY COUNCIL CERTIFICATE**

APPROVED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_ BY THE CITY COUNCIL OF THE CITY OF LOUISVILLE, COLORADO.

RESOLUTION NO. \_\_\_\_\_ SERIES \_\_\_\_\_

MAYOR: \_\_\_\_\_ CITY CLERK: \_\_\_\_\_

**CLERK AND RECORDER'S CERTIFICATE**

STATE OF COLORADO )  
COUNTY OF BOULDER )  
I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED IN MY OFFICE AT \_\_\_\_\_ O'CLOCK AT \_\_\_\_ M. ON THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_ AND IS RECORDED IN PLAN FILE \_\_\_\_\_ FEE \_\_\_\_\_ PAID: \_\_\_\_\_ FILM NO. \_\_\_\_\_

RECEPTION NO. \_\_\_\_\_ RECORDED: \_\_\_\_\_ DEPUTY: \_\_\_\_\_

**PROPERTY OWNERSHIP**

TAKODA PROPERTIES, LLC  
21 SOUTH SUNSET  
LONGMONT, CO 80503



TOTAL AREA	71.83 AC
PUBLIC ROW	11.63 AC (16.24%)
PRIVATE ROAD	4.31 AC (6.02%)
GREEN SPACE	19.95 AC (27.86%)
RESIDENTIAL	32.85 AC (45.86%)
COMMERCIAL	2.89 AC (4.03%)

**ENGINEERING CONSULTANTS**  
Contact: Brennan O'Brien, PE  
1100 W. 120th Avenue, Suite 200, Broomfield, CO 80021  
Email: brennan@engrconsultants.com  
www.engrconsultants.com

TAKODA GENERAL DEVELOPMENT PLAN 3rd AMENDMENT

**RAMCS**  
21 South Sunset  
Longmont, CO 80503  
Tel: (720) 524-3620  
Contact: Justin McCure

NO.	DATE	DESCRIPTION
1	11.13.2015	SECOND SUBMITTAL ORIGINAL ISSUE
2	11.13.2015	SECOND SUBMITTAL ORIGINAL ISSUE

Project Number:	030015
Drawn By:	AKM
Checked By:	SCD
Scale:	SOS
Sheet Number:	1 OF 1

**LAND USE APPLICATION**

**CASE NO.** \_\_\_\_\_

**APPLICANT INFORMATION**

Firm: RMCS Inc.  
 Contact: Justin McClure  
 Address: 21 S. Sunset St.  
Longmont, CO 80503  
 Mailing Address: Same as above  
 Telephone: 720-524-3620  
 Fax: \_\_\_\_\_  
 Email: justinrmcs@gmail.com

**OWNER INFORMATION**

Firm: Takoda Properties/Summit View Properties LLC  
 Contact: Justin McClure  
 Address: 21 S. Sunset St.  
Longmont, CO 80503  
 Mailing Address: Same as above  
 Telephone: 720-524-3620  
 Fax: \_\_\_\_\_  
 Email: justinrmcs@gmail.com

**REPRESENTATIVE INFORMATION**

Firm: RMCS Inc.  
 Contact: Justin McClure  
 Address: 21 S. Sunset St.  
Longmont, CO 80503  
 Mailing Address: Same as above  
 Telephone: 720-524-3620  
 Fax: \_\_\_\_\_  
 Email: justinrmcs@gmail.com

**PROPERTY INFORMATION**

Common Address: 2397 Hwy. 42 & 0 Hecla Dr.  
 Legal Description: Lot 1 Blk 9  
 Subdivision Takoda Final and Tract T  
 Area: 5.82 a/c Sq. Ft.

**TYPE (S) OF APPLICATION**

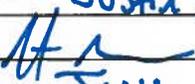
- Annexation
- Zoning
- Preliminary Subdivision Plat
- Final Subdivision Plat
- Minor Subdivision Plat
- Preliminary Planned Unit Development (PUD)
- Final PUD
- Amended PUD
- Administrative PUD Amendment
- Special Review Use (SRU)
- SRU Amendment
- SRU Administrative Review
- Temporary Use Permit: \_\_\_\_\_
- CMRS Facility: \_\_\_\_\_
- Other: (easement / right-of-way; floodplain; variance; vested right; 1041 permit; oil / gas production permit)

**PROJECT INFORMATION**

Summary: A proposal for the development of a 5.82 acre land assemblage located in the Takoda Subdivision also locally referred to as Steel Ranch. The project will join two properties and consist of condominiums, retail, and drive through land uses.

Current zoning: PCZD-C Proposed zoning: PCZD-C  
PCZD-R

**SIGNATURES & DATE**

Applicant:   
 Print: Justin McClure  
 Owner:   
 Print: Justin McClure  
 Representative: Owner:  
 Print: \_\_\_\_\_

**CITY STAFF USE ONLY**

- Fee paid: \_\_\_\_\_
- Check number: \_\_\_\_\_
- Date Received: \_\_\_\_\_

---

Alex Carlson  
RMCS Inc.  
21 S. Sunset St.  
Longmont, CO 80503

Mr. Sean McCartney, Principal Planner  
Mr. Troy Russ, Planning Director  
Mr. Scott Robinson, Planner II  
City of Louisville Planning Department  
749 Main Street  
Louisville, CO 80027

**RE: Submittal Letter for the Final Foundary PUD and Plat**

8/4/2015

**Mr. Russ,**

RMCS, Inc. would like to thank the Louisville Planning Commission for giving RMCS the opportunity to present the Final Plat and Final PUD for the Foundary as an addition to the Steel Ranch Neighborhood. The property is located along Hwy. 42 in the Takoda Subdivision and is zoned "Planned Community Zoning District - Commercial" (PCZD-C). Currently, the property sits vacant with an adjoining property locally referred to as Summit View (also vacant) which RMCS has under contract. The purchase of this property and the assemblage of the adjoining properties into a single development is important to eliminate the risk of Summit View remaining vacant for the foreseeable future. RMCS is prepared to pay an unreasonably high price for the Summit View property in order to develop this land for the use and enjoyment of Louisville residents assuming a portion can be residential.

RMCS is proposing that a portion of the property be rezoned from PCZD-C to PCZD-R allowing RMCS to design a mixed use development. We understand that both the Louisville City Council and Planning Department would like to see commercial as the primary land use. There are currently no metrics to entice an anchor tenant to support 5.82 acres of commercial use at that location. Commercial product will rely solely on local entrepreneurs establishing local businesses such as brew pubs, cross fit, hair salons etc. As a result, developing the entire property with flex space is not a viable option. RMCS will agree to build out the commercial space prior to completing any residential units. RMCS seeks to build condominiums on the residential portion of the property as they would be the lowest impact product type on the community. Unlike detached housing, condos attract empty nesters and seniors looking to downsize. This demographic has no children that could negatively impact the surrounding school district. Seniors and empty nesters typically drive less, limiting the traffic impact and have

disposable income of which they spend primarily in the surrounding area. Condominiums provide a practical housing choice for seniors with zero step entries and smaller living spaces. Additionally, residential land use allows RMCS to develop a sense of place by incorporating linear parks and greenways for the enjoyment of the Louisville citizenry.

RMCS as the developer of the Steel Ranch Neighborhood and Takoda Metropolitan District, as well as the City of Louisville, have a responsibility to quickly and efficiently pay down the debt associated with the surrounding infrastructure. The approval of the Foundary will provide tax revenue from the property that currently sits vacant. RMCS has expressed consistently that the maximum number of commercial square footage the property can support is 55,000 square feet. The Foundary as submitted will include 55,000 square feet of commercial space with a .45 FAR while including a maximum of 48 residential units both taxed at 29 and 7.96 percent, respectively. By approving this development plan, the Takoda Metropolitan district will have the ability to more promptly pay down debt and reduce the property taxes of Steel Ranch property owners.

It is and always will be the objective of RMCS to build high quality, legacy projects in the City of Louisville. Allowing a change in zoning would allow us to move forward with this objective. RMCS is proud to be a contributing partner with the City of Louisville. We look forward to providing the City with viable commercial opportunities while simultaneously incorporating residential product types that have minimal impact on the community and continue to allow the City of Louisville to provide a high level of service to its residents.

Respectfully,



Alex Carlson  
RMCS Inc.

# THE FOUNDRY FINAL SUBDIVISION PLAT

A REPLAT OF LOT 1, BLOCK 9 AND TRACT T OF TAKODA SUBDIVISION, AND LOT 2 OF SUMMIT VIEW SUBDIVISION, AND BEING PART OF SOUTHEAST ¼ OF SECTION 5, TOWNSHIP 1 SOUTH, RANGE 69 WEST OF THE 6TH PRINCIPAL MERIDIAN, BOULDER COUNTY, CITY OF LOUISVILLE, STATE OF COLORADO

## LEGAL DESCRIPTION

THE FOUNDRY:

A REPLAT OF LOT 1, BLOCK 9 AND TRACT T OF TAKODA SUBDIVISION WITH A RECEPTION NUMBER OF 03103584, AND LOT 2 OF SUMMIT VIEW SUBDIVISION WITH A RECEPTION NUMBER 2216330 AND BEING PART OF SOUTHEAST ¼ OF SECTION 5, TOWNSHIP 1 SOUTH, RANGE 69 WEST OF THE 6TH P.M., CITY OF LOUISVILLE, COUNTY OF BOULDER, STATE OF COLORADO.  
AREA = 5.82 ACRES

## DEDICATION

KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED, BEING THE OWNERS OF THAT REAL PROPERTY SITUATED IN THE SOUTHEAST ¼ OF SECTION 5, TOWNSHIP 1 SOUTH, RANGE 69 WEST OF THE 6TH PRINCIPAL MERIDIAN IN THE CITY OF BOULDER, STATE OF COLORADO DESCRIBED AS FOLLOWS:

LOT 1, BLOCK 9 AND TRACT T OF TAKODA SUBDIVISION WITH A RECEPTION NUMBER OF 03103584, AND LOT 2 OF SUMMIT VIEW SUBDIVISION WITH A RECEPTION NUMBER 2216330.

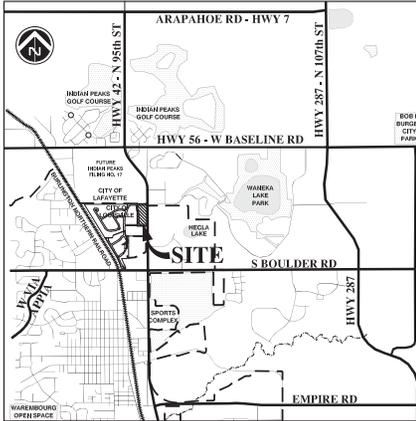
HAS LAID OUT, SUBDIVIDED AND PLATTED SAID LAND AS PER DRAWING HEREON CONTAINED UNDER THE NAME AND STYLE OF "THE FOUNDRY", A SUBDIVISION OF A PART OF THE CITY OF LOUISVILLE, COUNTY OF BOULDER, STATE OF COLORADO, AND BY THESE PRESENTS DO HEREBY DEDICATE TO THE CITY OF LOUISVILLE AND THE PUBLIC, ALL PUBLIC RIGHTS-OF-WAY, THE INGRESS-EGRESS AND FIRE LANE EASEMENTS FOR VEHICULAR, PEDESTRIAN AND EMERGENCY ACCESS AND THE PUBLIC USE THEREOF FOREVER AND HEREBY DEDICATE TO THE USE OF THE CITY OF LOUISVILLE AND ALL MUNICIPALLY OWNED AND/OR FRANCHISED UTILITIES AND SERVICES THOSE PORTIONS OF SAID REAL PROPERTY WHICH ARE SO DESIGNATED AS EASEMENTS AND RIGHT-OF-WAYS FOR THE CONSTRUCTION, INSTALLATION, OPERATION, MAINTENANCE, REPAIR AND REPLACEMENT FOR ALL SERVICES, INCLUDING WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, TELEPHONE AND ELECTRIC LINES, WORKS, POLES AND UNDERGROUND CABLES, GAS PIPELINES, WATER PIPELINES, SANITARY SEWER LINES, STREET LIGHTS, CULVERTS, HYDRANTS, DRAINAGE DITCHES AND DRAINS AND ALL APPURTENANCES THERE TO, IT BEING EXPRESSLY UNDERSTOOD AND AGREED BY THE UNDERSIGNED THAT, EXCEPT AS EXPRESSLY PROVIDED BY WRITTEN AGREEMENT WITH THE CITY OF LOUISVILLE, ALL EXPENSES AND COSTS INVOLVED IN CONSTRUCTING AND INSTALLING SANITARY SEWER SYSTEM WORKS AND LINES, GAS SERVICE LINES, ELECTRICAL SERVICE WORKS AND LINES, STORM SEWERS AND DRAINS, STREET LIGHTING, GRADING AND LANDSCAPING, CURBS, GUTTERS, STREET PAVEMENT, SIDEWALKS AND OTHER SUCH UTILITIES AND SERVICES SHALL BE GUARANTEED AND PAID FOR BY THE SUBDIVIDER OR ARRANGEMENTS MADE BY THE SUBDIVIDER THEREOF WHICH ARE APPROVED BY THE CITY OF LOUISVILLE, COLORADO, AND SUCH SUMS SHALL NOT BE PAID BY THE CITY OF LOUISVILLE, COLORADO, AND THAT ANY ITEM SO CONSTRUCTED OR INSTALLED WHEN ACCEPTED BY THE CITY OF LOUISVILLE, COLORADO, SHALL BECOME THE SOLE PROPERTY OF SAID CITY OF LOUISVILLE, COLORADO, EXCEPT PRIVATE ROADWAYS, CURBS, GUTTER AND PAVEMENT AND ITEMS OWNED BY MUNICIPALLY FRANCHISED UTILITIES AND/OR CENTURYLINK, INC. WHICH WHEN CONSTRUCTED OR INSTALLED, SHALL REMAIN THE PROPERTY OF THE OWNER AND SHALL NOT BECOME THE PROPERTY OF THE CITY OF LOUISVILLE, COLORADO.

## NOTES

- LAND TITLE GUARANTEE COMPANY, TITLE COMMITMENT NO. W80019030-3, DATED MAY 9, 2007 COLORADO ESROW AND TITLE SERVICE, TITLE COMMITMENT ORDER NO. 00021666, DATED APRIL 17, 2007 AND STEWART TITLE OF COLORADO, TITLE COMMITMENT ORDER NO. 90179371 SS 3rd REVISION, DATED MAY 9, 2007 WERE ENTIRELY RELIED UPON FOR EASEMENTS OF RECORD AND TITLE INFORMATION. SEE SCHEDULE B FOR EXCEPTIONS.
- BEARINGS SHOWN HEREON ARE BASED ON THE ASSUMPTION THAT THE WESTERLY LINE OF THE SOUTHERLY PORTION OF OUTLOT 6, TAKODA SUBDIVISION BEARS N 01°26' 52" W, 390.11 FEET BETWEEN A FOUND 2 INCH ALUMINUM CAP MONUMENT STAMPED RMCS LS 28667 AT THE SOUTHWEST CORNER OF SAID OUTLOT 6 AND A FOUND 2 INCH ALUMINUM CAP MONUMENT STAMPED RMCS LS 28667 AT THE NORTHWEST CORNER OF THE SOUTHERLY PORTION OF SAID OUTLOT 6.
- ANY PERSON WHO KNOWINGLY REMOVES, ALTERS OR DEFACES ANY PUBLIC LAND SURVEY MONUMENT OR LAND BOUNDARY MONUMENT OR ACCESSORY COMBATS A CLASS TWO (2) MISDEMEANOR PURSUANT TO STATE STATUTE 18-4-508, C.R.S.
- ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED ON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVERED SUCH DEFECT. IN NO EVENT, MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF CERTIFICATION SHOWN HEREON. CRS 13-80-105.
- SURVEY INFORMATION SHOWN HEREON AS PROVIDED BY ROCK CREEK SURVEYING, LLC DATED AUGUST 25, 2013. ROCK CREEK SURVEYING, LLC IS NOT RESPONSIBLE FOR UTILITY INFORMATION PROVIDED BY OTHERS. ROCK CREEK SURVEYING LLC RECOMMENDS THAT THE LOCATION OF THE UTILITIES BE FIELD VERIFIED PRIOR TO ANY DIGGING ON, OR ADJACENT TO THE SUBJECT PROPERTY.
- THE CITY OF LOUISVILLE SHALL REVIEW AND APPROVE THE LOCATIONS OF UTILITY LINES, PEDESTALS AND CABINETS WITHIN PUBLIC PROPERTY AND WITHIN CITY OF LOUISVILLE EXCLUSIVE CITY EASEMENTS. ALL UTILITY EASEMENTS NOT SPECIFICALLY DESIGNATED FOR OTHERS (E.G. DRY UTILITY EASEMENTS) ARE EXCLUSIVELY FOR OF THE CITY OF LOUISVILLE WET UTILITIES.
- EXCLUSIVE CITY UTILITY EASEMENTS ARE RESERVED FOR CITY OF LOUISVILLE EXCLUSIVE USE FOR CITY WATER, SANITARY SEWER AND STORM SEWER FACILITIES. DRY UTILITY COMPANIES AND/OR PRIVATE OWNERS OF STORM DRAINAGE AND IRRIGATION LINES MUST OBTAIN PRIOR WRITTEN APPROVAL FROM THE CITY FOR ANY PROPOSED CROSSING OF ANY CITY WET UTILITY EASEMENTS AND MUST EXECUTE AN AGREEMENT WHICH STIPULATES THE DRY UTILITIES, STORM DRAINAGE, AND/OR IRRIGATION LINES APPROVED TO CROSS CITY EASEMENTS ARE SUBJECT TO RELOCATION AT THE COMPANY'S OR OWNER'S EXPENSE AT THE DIRECTION OF THE CITY DRY UTILITIES, STORM DRAINAGE, AND/OR IRRIGATION LINES THAT ARE APPROVED TO CROSS CITY EASEMENTS SHALL DO SO AT SUBSTANTIALLY RIGHT ANGLES. WET UTILITIES MAY TRAVERSE DRY UTILITY EASEMENTS WITHOUT REQUIREMENT FOR FURTHER PERMISSION. NO JOINT USE OF ANY CITY EXCLUSIVE UTILITY EASEMENTS IS PERMITTED WITHOUT THE EXPRESS WRITTEN APPROVAL OF THE CITY AND EXECUTION OF A JOINT USE AGREEMENT, WHICH SHALL BE AT THE CITY'S DISCRETION.
- PROPOSED VEHICULAR CONNECTIONS MAY BE REFINED, WITH FUTURE CONSTRUCTION PLAN SUBMITTALS.
- ACCESS IS GRANTED HEREWITH OVER AND ACROSS ALL PAVED AREAS FOR EMERGENCY, PUBLIC AND PRIVATE VEHICULAR ACCESS.
- THE CITY OF LOUISVILLE IS GRANTED A 4' MAINTENANCE ACCESS EASEMENT BEYOND RIGHT OF WAY FOR THE MAINTENANCE OF CURB AND SIDEWALK. MINIMUM SURFACE DISTURBANCE IS ALLOWED WITHIN THE EASEMENT.
- THE MINIMUM SEPARATION BETWEEN WATER AND SANITARY SHALL BE 10' OUTSIDE OF PIPE TO OUTSIDE OF PIPE. SEPARATION BETWEEN ALL OTHER UTILITIES SHALL NOT BE LESS THAN 7' TO THE EXTENT PRACTICAL BASED ON CONSTRUCTION COST, RIGHT-OF-WAY AND ASSOCIATED WITH IT. THE CITY WILL WORK WITH THE SUBDIVIDER TO GENERATE PRACTICAL SOLUTIONS FOR AREAS OF UTILITY SEPARATION CONCERNS.
- THE CITY OF LOUISVILLE IS GRANTED A 10' MAINTENANCE ACCESS EASEMENT BEYOND THE UTILITY EASEMENTS GRANTED TO THE CITY BY THIS PLAT. THE 10' MAINTENANCE ACCESS EASEMENT SHALL BE ALLOWED ON EITHER SIDE OF THE UTILITY EASEMENT, OR 5' ON EACH SIDE OF THE UTILITY EASEMENT. MINIMUM SURFACE DISTURBANCE IS ALLOWED WITHIN THIS EASEMENT.
- DISTANCES SHOWN HEREON ARE BASED UPON THE U.S. SURVEY FOOT.
- EXISTING ENCUMBRANCES AND USES ARE NOTED ON THE DRAWINGS AND ARE NOT SUPERCEDED BY THE LAND USE SUMMARY TABLE.
- PUBLIC WET UTILITIES LOCATED ON PRIVATE PROPERTY SHALL BE WITHIN A CITY EXCLUSIVE UTILITY EASEMENT (C.U.E.)
- THE PRIVATE UTILITY EASEMENTS (P.U.E.) SHALL BE CONVEYED TO THE FOUNDRY HOA AND SHALL ALLOW FOR THE ACCESS TO AND MAINTENANCE AND/OR REPLACEMENT OF THE PRIVATE STORM PIPING CONTAINED THEREIN.
- EASEMENTS ON SOME LOTS, AS WELL AS OTHER EASEMENTS, ARE PROVIDED FOR IN THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF THE FOUNDRY, TO BE RECORDED IN THE CITY OF LOUISVILLE, COUNTY OF BOULDER, COLORADO.

## VICINITY MAP

Scale: 1" = 200'



## OWNERSHIP CERTIFICATE

OWNER: TAKODA PROPERTIES, INC., A COLORADO CORPORATION

BY: JUSTIN MCCLURE, VICE-PRESIDENT

DATE:

## ACKNOWLEDGEMENT

STATE OF COLORADO )

) SS

COUNTY OF BOULDER )

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_ BY \_\_\_\_\_

WITNESS MY HAND AND SEAL

MY COMMISSION EXPIRES \_\_\_\_\_

NOTARY PUBLIC

## PLANNING COMMISSION CERTIFICATE

RECOMMENDED APPROVAL THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_ BY THE PLANNING COMMISSION OF THE CITY OF LOUISVILLE, COLORADO.

RESOLUTION NO. \_\_\_\_\_ SERIES \_\_\_\_\_

## CITY COUNCIL CERTIFICATE

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_ BY THE CITY COUNCIL OF THE CITY OF LOUISVILLE, COLORADO.

RESOLUTION NO. \_\_\_\_\_ SERIES \_\_\_\_\_

MAYOR: \_\_\_\_\_ CITY CLERK: \_\_\_\_\_

## CLERK AND RECORDER'S CERTIFICATE

STATE OF COLORADO )

) SS

COUNTY OF BOULDER )

I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED IN MY OFFICE AT \_\_\_\_\_

O'CLOCK AT \_\_\_\_\_ M. ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_

AND IS RECORDED IN PLAN FILE \_\_\_\_\_ FEE \_\_\_\_\_

PAID: \_\_\_\_\_ FILM NO. \_\_\_\_\_

RECEPTION NO. \_\_\_\_\_

RECORDER: \_\_\_\_\_ DEPUTY: \_\_\_\_\_

## SURVEYOR'S CERTIFICATE

I, ROBERT A. RICKARD, A DULY REGISTERED LAND SURVEYOR IN THE STATE OF COLORADO DO HEREBY CERTIFY THAT THE SUBDIVISION PLAT OF DELO SUBDIVISION REPLAT NO. 1 TRULY REPRESENTS THE RESULTS OF A SURVEY MADE BY ME OR UNDER MY DIRECT SUPERVISION WAS DONE IN ACCORDANCE WITH APPLICABLE STATE OF COLORADO REQUIREMENTS FOR LAND SURVEYORS.

ROBERT A. RICKARD, PLS NO. 28283 DATE \_\_\_\_\_

FOR AND ON BEHALF OF ROCK CREEK SURVEYING, LLC

NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF CERTIFICATION SHOWN HEREON.

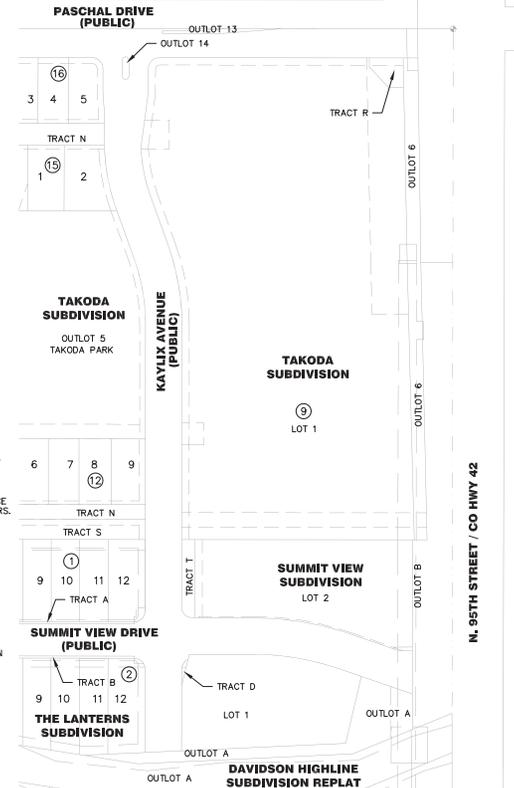
SHEET INDEX	
NUMBER	TITLE
1	COVER SHEET
2	FINAL PLAT

## LAND USE SUMMARY

BLOCK/TRACT	TOTAL AREA (AC)	OWNERSHIP	MAINTENANCE <sup>1</sup>
TRACT A	1.60	Takoda Properties, Inc	The FOUNDRY Residential Owner's Association T.F.R.O.A.
TRACT B	0.22	Takoda Properties, Inc	The FOUNDRY Residential Owner's Association T.F.R.O.A.
TRACT C	1.03	Takoda Properties, Inc	The FOUNDRY Commercial Owner's Association T.F.C.O.A.
TRACT D	0.67	Takoda Properties, Inc	The FOUNDRY Commercial Owner's Association T.F.C.O.A.
BLOCK 1	0.33	Takoda Properties, Inc	The FOUNDRY Residential Owner's Association T.F.R.O.A.
BLOCK 2	0.32	Takoda Properties, Inc	The FOUNDRY Residential Owner's Association T.F.R.O.A.
BLOCK 3	0.30	Takoda Properties, Inc	The FOUNDRY Residential Owner's Association T.F.R.O.A.
BLOCK 4	0.32	Takoda Properties, Inc	The FOUNDRY Commercial Owner's Association T.F.C.O.A.
BLOCK 5	0.53	Takoda Properties, Inc	The FOUNDRY Commercial Owner's Association T.F.C.O.A.
BLOCK 6	0.50	Takoda Properties, Inc	The FOUNDRY Commercial Owner's Association T.F.C.O.A.
<b>TOTALS</b>	<b>5.82 AC</b>		

<sup>1</sup> Refer to Subdivision Agreement for delineation of maintenance responsibilities.

## ORIGINAL PLAT TAKODA SUBD. (REC. #03103584) AND SUMMIT VIEW SUBD. (REC. #2216330)



## BENCHMARK

BENCHMARK IS TOP OF FOUND 1-1/2" DIAMETER ALUMINUM CAP MONUMENT WITH ILLEGIBLE STAMPING AT THE SOUTHEAST CORNER OF OUTLOT 6, TAKODA SUBDIVISION, RECEPTION NO. 03103584 RECORDED 10/06/2010, WITH ELEVATION OF 5558.90, LOCAL VERTICAL DATUM.

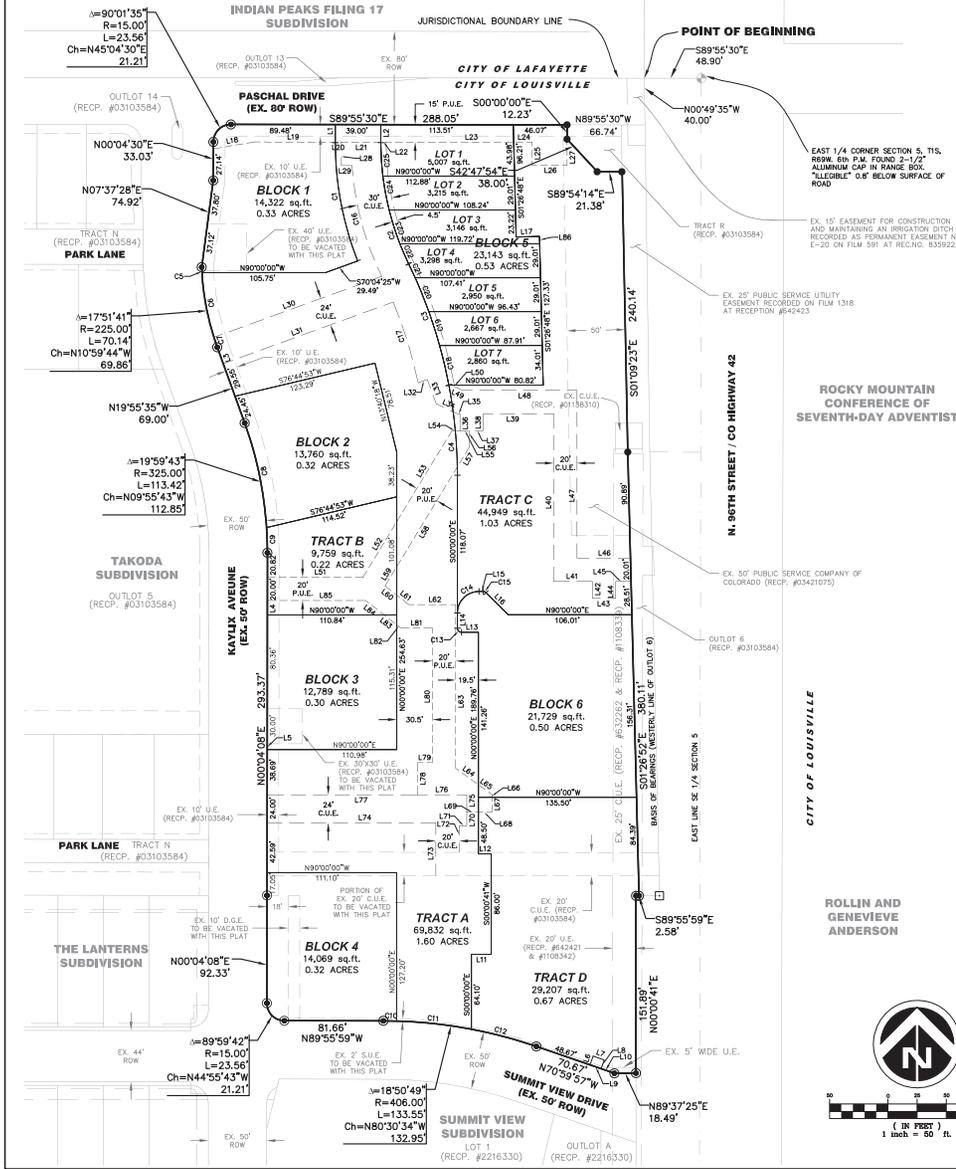
## ROCK CREEK SURVEYING, LLC

3021 GARDENIA WAY  
SUPERIOR, COLORADO 80027  
(303) 521-7376

11/13/2015 SHEET 1 OF 2

# THE FOUNDRY FINAL SUBDIVISION PLAT

A REPLAT OF LOT 1, BLOCK 9 AND TRACT T OF TAKODA SUBDIVISION, AND LOT 2 OF SUMMIT VIEW SUBDIVISION, AND BEING PART OF SOUTHEAST ¼ OF SECTION 5, TOWNSHIP 1 SOUTH, RANGE 69 WEST OF THE 6TH PRINCIPAL MERIDIAN, BOULDER COUNTY, CITY OF LOUISVILLE, STATE OF COLORADO



LINE #	BEARING	DISTANCE
L1	S00°00'00"E	15.38'
L2	S00°00'00"E	15.38'
L3	S19°55'35"E	15.00'
L4	S00°04'08"W	12.39'
L5	S00°04'08"W	4.95'
L6	S19°00'03"W	8.00'
L7	S70°59'57"E	10.00'
L8	S19°00'03"W	8.00'
L9	S70°59'57"E	10.00'
L10	S70°59'57"E	12.00'
L11	N90°00'00"W	17.05'
L12	N90°00'00"W	11.07'
L13	N90°00'00"E	14.49'
L14	S00°00'00"E	13.00'
L15	N90°00'00"E	3.60'
L16	S45°00'00"E	26.83'
L17	N88°33'12"E	20.00'
L18	N80°40'50"E	36.07'
L19	S89°55'30"E	68.91'
L20	S89°55'30"E	5.14'
L21	S89°55'30"E	33.86'
L22	S89°55'30"E	4.50'

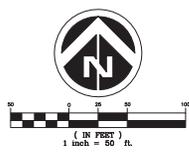
LINE #	BEARING	DISTANCE
L23	S89°55'30"E	109.39'
L24	S89°55'30"E	15.69'
L25	S00°00'00"E	19.50'
L26	N90°00'00"E	30.00'
L27	N00°00'00"E	22.23'
L28	N00°00'00"E	20.15'
L29	S89°46'10"W	9.08'
L30	N70°04'25"E	152.97'
L31	N70°04'25"E	154.96'
L32	N70°16'28"E	8.44'
L33	S19°55'35"E	22.18'
L34	S64°55'35"E	20.01'
L35	N90°00'00"E	2.26'
L36	S00°12'10"E	14.54'
L37	N89°44'43"E	11.89'
L38	N00°12'10"W	14.46'
L39	N88°33'12"E	60.33'
L40	S00°00'00"E	143.70'
L41	N90°00'00"E	33.17'
L42	S00°00'00"E	14.50'
L43	N90°00'00"E	20.00'
L44	N00°00'00"E	14.50'

LINE #	BEARING	DISTANCE
L45	N90°00'00"E	13.11'
L46	N90°00'00"W	45.77'
L47	N00°00'00"E	143.70'
L48	N90°00'00"W	98.14'
L49	N64°55'35"W	7.27'
L50	N19°55'35"W	1.47'
L51	S89°59'29"E	82.07'
L52	N31°15'01"E	55.37'
L53	N31°15'01"E	91.28'
L54	N90°00'00"E	6.93'
L55	N89°44'43"E	8.11'
L56	S00°15'17"E	13.70'
L57	S31°15'01"W	20.26'
L58	S31°15'01"W	100.12'
L59	S31°15'01"W	19.17'
L60	S51°54'35"E	12.64'
L61	S51°54'35"W	13.28'
L62	N90°00'00"E	40.05'
L63	S00°00'00"E	140.18'
L64	S54°17'10"E	24.02'
L65	S54°17'10"E	14.14'
L66	S00°00'00"E	2.50'

LINE #	BEARING	DISTANCE
L67	S00°00'00"E	12.83'
L68	N90°00'00"W	11.48'
L69	N90°00'00"W	9.86'
L70	N00°00'00"E	11.50'
L71	N90°00'00"E	6.64'
L72	N00°00'00"E	22.21'
L73	S00°00'00"E	45.29'
L74	N90°00'00"E	144.55'
L75	N00°00'00"E	15.00'
L76	N90°00'00"E	42.30'
L77	N90°00'00"E	128.85'
L78	N00°00'00"E	27.47'
L79	N90°00'00"E	12.67'
L80	N00°00'00"E	115.31'
L81	N00°00'00"E	26.95'
L82	N51°54'35"W	4.51'
L83	N51°54'35"W	13.68'
L84	N51°54'35"W	20.06'
L85	N89°59'29"W	84.27'
L86	N01°26'48"W	6.29'

CURVE #	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	103.76'	276.92'	021°28'03"	N10°44'02"W	103.15'
C2	107.49'	237.92'	025°53'08"	S12°56'34"E	106.58'
C3	109.76'	413.50'	015°12'29"	S18°21'15"E	109.43'
C4	77.58'	413.50'	010°45'00"	S05°22'30"E	77.47'
C5	4.68'	225.00'	001°11'30"	S02°39'39"E	4.68'
C6	56.45'	234.37'	013°47'58"	S10°26'47"E	56.31'
C7	9.00'	179.73'	002°52'12"	S18°46'25"E	9.00'
C8	91.78'	325.00'	016°10'48"	S11°50'11"E	91.47'
C9	21.64'	325.00'	003°48'55"	S01°50'19"E	21.64'
C10	11.41'	406.04'	001°36'37"	S89°07'40"E	11.41'
C11	64.45'	406.00'	009°05'42"	S83°46'31"E	64.38'
C12	57.69'	406.00'	008°08'30"	S75°09'25"E	57.64'
C13	5.50'	3.50'	090°05'02"	S45°02'31"E	4.95'
C14	29.06'	18.50'	090°00'00"	N45°00'00"E	26.16'
C15	2.75'	3.50'	045°00'00"	S67°30'00"E	2.68'
C16	98.91'	262.00'	021°37'49"	S15°03'14"E	98.32'
C17	72.48'	388.00'	010°42'09"	N17°06'59"W	72.37'
C18	34.83'	413.50'	004°50'23"	S13°10'12"E	34.92'
C19	30.45'	413.51'	004°13'08"	S17°41'58"E	30.44'
C20	31.28'	413.51'	004°20'03"	S21°58'34"E	31.27'
C21	13.10'	413.45'	001°48'55"	S25°03'02"E	13.10'
C22	18.71'	237.88'	004°30'21"	S23°37'59"E	18.70'
C23	30.46'	237.92'	007°20'10"	S17°42'45"E	30.44'
C24	29.51'	237.87'	007°06'30"	S10°29'27"E	29.49'
C25	28.81'	237.92'	006°56'15"	S03°28'07"E	28.79'

- LEGEND**
- FOUND NO. 5 REBAR WITH 1-1/2" ALUM CAP STAMPED "RMC'S LS 28667"
  - SET NO. 5 REBAR WITH CAP STAMPED "ROCK CREEK LS 28283"
  - FOUND 5/8" REBAR W ALUM CAP STAMPED "STADELSE LS 26300"
  - P.U.E. PRIVATE UTILITY EASEMENT
  - C.U.E. CITY OF LOUISVILLE EXCLUSIVE UTILITY EASEMENT
  - U.E. UTILITY EASEMENT
  - DRY U.E. DRY UTILITY EASEMENT
  - S.U.E. SIDEWALK AND UTILITY EASEMENT
  - D.G.E. DRAINAGE AND GRADING EASEMENT



**ROCK CREEK SURVEYING, LLC**  
 3021 GARDENIA WAY  
 SUPERIOR, COLORADO 80027  
 (303) 521-7376

11/13/2015 SHEET 2 OF 2



Alex Carlson  
RMCS, Inc.  
21 S. Sunset St.  
Longmont, CO 80503

Sean McCartney  
Principal Planner  
749 Main St.  
Louisville, CO 80027

11/13/15

**RE: Foundry Market Discussion in Support of a Change of Zoning Request**

In support of our application to rezone Planning Area 1 of the Takoda General Development Plan 3<sup>rd</sup> Amendment (Lot 1 of the Takoda General Development Plan and Lot 2 of the Summit View Subdivision) from PCZD-C to PCZD-C/R, the following information is provided for the review and consideration by the City of Louisville:

1. The Wood/Lorenz property annexation agreement and general development plan dated October 18, 1989 gave the property the initial zoning of Planned Community Zoned District (PCZD) allowing commercial, industrial, agricultural, and/or residential product types. The Summit View Subdivision PUD recoded at Reception No. 02740285 on November 6, 2001 shows the Summit View Subdivision zoned PCZD-C/PCZD-R. The Summit View Subdivision PUD Administrative Amendment recorded at Reception No. 02740285 on November 29, 2005 retained the original zoning of the Summit View Subdivision PUD. The Takoda Village General Development Plan dated December 14, 2006 and revised January 29, 2007 recoded at Reception No. 02876010 on August 14, 2007 referenced the zoning classifications for planning area 1 as commercial, office, and mixed-use residential. Additionally, the Takoda Village General Development Plan lists the Wood/Lorenz property zoned as P-C/R and Summit View Subdivision Lot 2 as Existing/Planned Office/Med/Residential consistent with its original zoning. Portions of these three tracts comprise Planning Area 1 (The Foundry) of the Takoda General Development Plan – 3<sup>rd</sup> Amendment referenced in the remainder of this letter.
2. The Takoda General Development Plan dated June 17, 2010 recorded at Reception No. 03103586 on October 6, 2010 established four planning areas and incorporated the Pritschau, Wood/Lorenz properties, and back lots of the Summit View subdivision. Planning Area 1 (8.39 acres) of the Takoda General Development plan was zoned PCZD-C.

3. The Takoda General Development Plan 1<sup>st</sup> Amendment to Planning Area 4 dated June 24, 2011 recorded at Reception No. 03183961 on November 11, 2011 incorporated the Tebo/Dellacava property into Planning Area 4. The Tebo/Dellacava property had the primary zoning of Agricultural and a small portion zoned Office (O) on the south end of the property. This amendment to Planning Area 4 rezoned the northern portion of the property to PCZD-R and the southern portion to PCZD-C/R. In the 1<sup>st</sup> Amendment to Planning Area 4, Planning Area 1 retained its original zoning (PCZD-C).
4. The Takoda General Development Plan 2<sup>nd</sup> Amendment recorded at Reception No. 03466382 on August 11, 2015 established Planning Area 1A (The Lanterns). A small portion of the Summit View Subdivision lying within Planning Area 1A (Zoned PCZD-C/R) was changed from PCZD-C to PCZD-R. The rest of the Summit View lot obtained its original zoning classification.
5. RMCS, Inc. is currently under contract to pay \$11.00 per foot for Lot 2 of the Summit View Subdivision as part of a comprehensive land assemblage for the City of Louisville. Combining the two adjacent properties allows RMCS to design a well-functioning, mixed-use community. The zoning change proposed for Planning Area 1 combines Lot 1 of the Takoda Subdivision as well as Lot 2 of the Summit View Subdivision into a single project site zoned PCZD-C/R. The land and construction costs associated with commercial/retail are not supportable with current market rents at this location. Granting the change in zoning request will allow RMCS to construct 32 condominiums (24 age restricted) that will provide RMCS the opportunity to construct commercial flex space and test the market absorption of a unique, entrepreneurial oriented, retail building.
6. RMCS initially contacted Becky Gamble at Dean Callan and Co. in 2010 to list the property. Prior to executing a listing agreement with Becky she expressed the land as entitled would not sell. She agreed to list the property for one year with no success. The city may recall that RMCS partnered with the Art Underground, a local non-profit, in an attempt to catalyze commercial development in the area to no avail. Since then RMCS has diligently pushed to find retailers interested in locating on the property with no success. Local brokers Brian Bair of Shames Makovsky and Scott Smith of the Colorado Group have recently expressed that commercial development in the surrounding area is currently unsupported. Furthermore, the lack of commercial viability is supported by the fact that an adjacent property (part of Indian Peaks South Subdivision) recently sold to W. W. Reynolds for \$1.79 per foot and has yet to commercially develop. Unlike the location of the Foundry, W. W. Reynolds property has a better location on a hard corner more suitable for commercial uses, yet has remained undeveloped since the sale.
7. The City of Louisville has consistently expressed a desire to have commercial and retail development in these two locations along Hwy. 42 though neither parcel has developed. The failure to reach this goal could be due to a number of factors such as lack of adequate housing in close proximity (low density at Steel Ranch), daytime only employee base, no existing core of

retail/commercial users creating high traffic volume, etc. Additionally, and perhaps more importantly, the broader market has suffered from low demand as both Interlocken and Flatirons have experienced recent store closures.

Approval of the amended GDP and final PUD for the Foundry will create high quality, age restricted residential opportunities for seniors and unique commercial product types for the City of Louisville. The commercial portion of the Foundry will include 7 in-line commercial flex buildings with 1,875 SF of ground floor area and 1,125 SF of mezzanine level. The project area will also consist of a 16,600 square foot building inclusive of a 1,250 SF roof top restaurant with a 2,600 SF roof top terrace. The building will be split into 8 possible tenants and create a unique one-stop experience for the residents of Steel Ranch and the surrounding area. RMCS is respectfully requesting the City of Louisville grant the change in zoning from PCZD-C to PCZD-C/R for Planning Area 1 within the Takoda Subdivision and Lot 2 of the Summit View Subdivision. The City of Louisville's approval will create a viable and dynamic project for all Louisville residents to enjoy.

Thank you for your time and consideration,



Alex Carlson  
RMCS, Inc.

TO: Sean McCartney, Principle Planner

FROM: Craig Duffin, City Engineer

DATE: September 25, 2015

SUBJECT: The Foundary

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Public Works reviewed the subject Development Application Referral received on August 14, 2015 and staff comments are:

#### GENERAL DEVELOPEMNT PLAN

1. Notes, Item 3, the second sentence is not necessary. Please delete.
2. Site Plan, delete the references to Planning Areas 1A, 2 and 3 within Takoda Subdivision.
3. Property Ownership, The fonts used to indicate the property owner(s) is confusing (1 large and 1 small). Are there two property owners for this development? If so, please separate the company names and add the business addresses.
4. Title, third line, delete the phrase “Principal Meridian” after “PM”.
5. Full movement access location on Summit View Dr. may require median modifications to accommodate turning vehicles. This can be addressed on public improvement plans.

#### PLAT

##### Sheet 1 of 2

1. Notes, Item 16, delete the phrase “storm piping” and insert the word “utilities”.
2. Notes, Item 11, third line, delete the word “cost”.
3. Notes, Item 10, after the word “Beyond” add the phrase “Kaylix Ave., Paschal Dr. and Summit View Dr. abutting”.
4. Applicant shall note that Public Works staff reserves the right to request additional easements for maintenance of City utilities during the civil engineering plan review process.
5. Applicant shall submit public improvement construction plans prepared in accordance with the Design and Construction Standards to the Public Works Department for review and approval.
6. Summit View Property, Ownership Certificate not shown on Plat. Please add if applicable.
7. Applicant shall also submit landscape and irrigation plans to the Public Works Department for City review and approval.
8. Submit an amendment or memorandum prepared by a traffic engineer confirming the access locations are safe for pedestrians and motorists and consistent with previous traffic studies prepared for Takoda and Summit View subdivisions.

Sheet 2 of 2

1. Plat indicates two (2) easement vacations. Confirm plating is correct means to vacate easements.
2. Add the S. 96<sup>th</sup> St. right of way dimensions to the plat.
3. Show all utility stubs to the property. Also locate, confirm the 12 “ PVC transmission main is within the existing easement shown.
4. Applicant shall add the Xcel Energy new gas main easement to the plan.
5. After revision of the utility plan, segments of the utility lines shown may or may not be public. Hence public or private utility easements will be evaluated at a later date.

FINAL DEVELOPMENT PLAN/PUD

Cover Sheet - 1 of 20

1. Title – Delete the phrase “Principal Meridian”.
2. Sheet Index – Applicant shall confirm the sheet titles are consistent with plans (e.g. Sheet 14-Commercial Flex Elevations).
3. Project Description, Access, Summit View Dr. (Full Movement) – Provide Traffic Engineer’s recommendation regarding the proposed access location, proximity to SH42 and Kaylix Ave., potential median modifications, etc.
4. Provide amended Drainage Report or memorandum with calculations indicating percent impervious for proposal compared to Takoda assumptions. Is the existing detention Pond appropriately sized?

Master Plan and General Notes- Sheet 2 of 20

1. General Notes and Standards
  - a. Item 10 – Please edit the second part of the sentence. Appears unnecessary.
  - b. Add a note regarding completion of the SH42 trail through Summit View Subdivision. It is a requirement of Summit View Subdivision Agreement. Add the trail extension on the Master Plan Map.

Planning Area 1B – Sheet 3 of 20

1. Darken the overhead power lines, poles and location of the City’s water main along SH42. Are some poles within the walk?
2. Add new traffic signal at Paschal Dr. to the plan.
3. Applicant to confirm the proposed SH42 access location is consistent with Takoda Subdivision PUD and constructed auxiliary lane/taper.
4. Add street names to plan. Show southerly extension of Kaylix Ave. through Summit View Dr. intersection.

Planning Area 1 – Sheet 4 of 20



1. Note SH42 water main potentially in conflict with building on Block 6 as well as primary/secondary entry monuments. As mentioned earlier darken existing utility lines.

Site Photometric – Sheet 5 of 20

1. Light levels are difficult to read. Please darken.
2. Please add existing street lighting to plan. (Kaylix Ave, Paschal Dr and Summit View Dr).
3. NOTE on sheet, provide discussion concerning the relevance/placement of the Note on this sheet or on any other sheet.

Master Landscape Plan – Sheet 7 of 20

1. Add a note to the PUD that all right of way landscape shall be maintained by the HOA.
2. Add a note to the PUD that snow removal from all rights of way shall be provided by the HOA.

Emergency Vehicle Access Plan – Sheet 9 of 20

1. Turning Movement Plan – Provide discussion concerning potential conflicts with central and south hydrants and landscape/parking areas. The bumper overhang/ladder swings in close proximity.

Horizontal Public Improvement Plan – Sheet 10 of 20

1. General Horizontal..... Notes, Item 8, provide a discussion concerning the SH42 walk extension to southeast corner of Summit View Subdivision.
2. Horizontal Improvement Notes:
  - a. Item 1 – Public Works staff does not support extension of existing utility stubs that will become future maintenance liabilities. (E.g. water mains under sandscaped areas, adjacent building foundations, etc.).
  - b. Staff to confirm the Summit View Drive access has a street light.

Horizontal Central Plan – Sheet 11 of 20

1. Add SH42 and Paschal Dr. signalization to plan.
2. City has a walk/street icing issue on Paschal Dr. west of the development due to the proximity and height of the homes. Applicant to provide a plan indicating limits of winter shading along Paschal Dr.
3. Can the landscape island in Summit View Dr. be irrigated by this project and maintained by the HOA? City currently maintains the entry island into the subdivision. **Park and Recreation Department to provide additional comments or concerns.**

Utility Plan – Sheet 12 of 20



1. Utility Plan is conceptual. Request the following modifications:
  - a. "Turn Off" centerline of street.
  - b. Darken existing mains and easements.
  - c. Abandon ex. water line stub to Summit View Lot 2.
  - d. Confirm the City 3/4" water service connection on SH 42 is abandoned.
  - e. 20' C.U.E. for maintenance of City utility a line is not acceptable (request for wider utility easement is based on utility depth and location).
  - f. SH42 water main/easement appears in close proximity to Building 6 and 7. Is water main accurately located and shown on Plan?
  - g. Replace a segment of the E/W water main. The 12" water main extension between Building 3 and 4 should be routed within the through lanes of parking lots and drive lanes.
  - h. Extend sewer main in Kaylix Ave. south and then east between Building 3 and Building 4 to the north/south through lanes. This should eliminate some of the on-site sewer main.
  - i. Realign and connect northern water main directly west to Kaylix Ave., not along west side of Building 1. The sanitary sewer main extension east of Park Lane appears satisfactory.
  - j. The north water main loop through the site is not required for network function but used generally for fire protection. Staff will consider a portion of the water main as City maintained and the remainder as privately maintained. Some of the proposed on site hydrants will be privately maintained.

#### Grading Plan – Sheet 13 of 20

1. Confirm storm water and surface runoff will be conveyed to Bullhead Gulch Drainage.
2. Confirm SH42 improvements and adjacent buildings will continue to drain northwesterly.
3. Provide building first floor elevation to verify drainage is as proposed on plan.



**From:** [Troy Russ](#)  
**To:** ["Kathleen urbanic"](#)  
**Cc:** [Sean McCartney](#)  
**Subject:** RE: The Foundary  
**Date:** Wednesday, September 30, 2015 12:08:33 PM

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Thank you Kathleen!

Your email will be included in the Planning Commission's November 12<sup>th</sup> packet for their consideration.

Regards,  
Troy

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**From:** Kathleen urbanic [REDACTED]  
**Sent:** Wednesday, 30 September, 2015 12:06 PM  
**To:** Monica Garland; Troy Russ  
**Subject:** RE: The Foundary

Monica and Troy,

As a resident of Louisville, I want to ensure you know I disagree with the proposed changes to "The Foundary" development. There should be no more added residential developments in Louisville considering the recent growth. The impact to our city (traffic, utilities, schools) of these new developments are already too much and we are facing more development with Delo, etc. There should be no more approved developments.

Kind Regards,

Kathleen Urbanic  
Urbanic / Barber

[REDACTED]

**From:** [Troy Russ](#)  
**To:** ["Jayme Moss"](#)  
**Cc:** [Sean McCartney](#)  
**Subject:** RE: The Foundary  
**Date:** Wednesday, September 30, 2015 1:52:58 PM

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Hi Jayme.

Your email will be included in the Planning Commission's November 12<sup>th</sup> packet for their consideration.

Regards,  
Troy

**From:** Jayme Moss [REDACTED]  
**Sent:** Wednesday, 30 September, 2015 1:51 PM  
**To:** Troy Russ; Monica Garland  
**Subject:** The Foundary

I am writing to express my extreme objection to the request by the developers on this parcel of land to change the zoning to allow for MORE residential units! Just throwing the word "mixed-use" does nothing. We all have seen this play out time and again (DeLo) and we the citizens have spoken out against it every opportunity we get. Mixed-use has come to mean residential with one or two office buildings. The word no longer has any real meaning. It is simply code for residential and used because developers know how the residents truly feel about more residential building in our community.

We do not want to see ANYMORE residential building. We are in need of commercial space so that our current citizens can work and spend money in our town. The lame plight of the developers re not being able to draw an "anchor" business is simple BS. Who is even saying an anchor is necessary? We are in need of local shops, restaurants, workout facilities and office space, etc.

It is time our representatives start listening to the will of the people and stop pretending to know what is "best" for the community.

Thank you for your time and consideration on this matter.

Regards,

Jayme N. Moss

**Rogers & Moss Attorneys At Law**  
[REDACTED]

[REDACTED] contained in this e-mail message, both in

**From:** [Monica Garland](#) on behalf of [Planning](#)  
**To:** [Sean McCartney](#)  
**Subject:** FW: The Foundry Development Plan  
**Date:** Wednesday, September 30, 2015 2:57:18 PM

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Monica Garland  
Senior Administrative Assistant  
Planning & Building Safety Division  
City of Louisville  
Phone: 303.335.4592  
Fax: 303.335.4588  
[monicag@louisvilleco.gov](mailto:monicag@louisvilleco.gov)

-----Original Message-----

From: Patty Trainor [REDACTED]  
Sent: Wednesday, September 30, 2015 1:34 PM  
To: Planning  
Subject: The Foundry Development Plan

To whom it may concern:

I am writing to the planning board about additional residential / condo development on the Foundry project located south east of Steel Ranch development. Louisville is already experiencing an over crowding issue at the Louisville elementary and middle school, to the point that Boulder Valley School District is looking into future school district realignment and /or additional schools needed.

If the application for condo development is approved could it be for limited use, such as 55 plus exclusively, thus limiting the growth of our schools, which could become quite costly for the individual tax payer, rather than the developer, who takes his profits and runs.....

Hopefully, this development will be considered for 55 plus, not like the apartment complex that is creating part of our bulging school growth.....

Sincerely,  
Patricia Trainor  
Louisville home owner

Sent from my iPad

**From:** [Troy Russ](#)  
**To:** [Sean McCartney](#)  
**Subject:** Fwd: Foundary Development  
**Date:** Tuesday, October 06, 2015 11:29:26 AM

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Sent from my iPhone

Begin forwarded message:

**From:** Brian Larson [REDACTED]  
**Date:** October 6, 2015 at 10:45:02 AM MDT  
**To:** <[troyr@louisvilleco.gov](mailto:troyr@louisvilleco.gov)>, <[MonicaG@LouisvilleCO.gov](mailto:MonicaG@LouisvilleCO.gov)>  
**Subject:** Foundary Development

Dear Mr. Ross and Ms. Garland,

I would like to express my support for the requested change to the Foundary to make it a mixed use development instead of solely commercial.

My only request is that the city work with the developers to stack the separate commercial and residential development as much as possible. We are already low on expansion space in the city. The more space that can be dual use and minimize extra parking or car dependence, the better our city can weather economic contraction. We should encourage new development to be mixed-use both horizontally but also vertically.

Sincerely,

[REDACTED]  
[REDACTED]  
[REDACTED]

**From:** [Monica Garland](#) on behalf of [Planning](#)  
**To:** [Sean McCartney](#)  
**Subject:** FW: The Foundry 15-030-FS/FP/ZN  
**Date:** Thursday, October 29, 2015 5:14:49 PM

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Monica Garland  
Senior Administrative Assistant  
Planning & Building Safety Division  
City of Louisville  
Phone: 303.335.4592  
Fax: 303.335.4588  
monicag@louisvilleco.gov

-----Original Message-----

From: Meg Culver [REDACTED]  
Sent: Thursday, October 29, 2015 11:00 AM  
To: Planning  
Subject: The Foundry 15-030-FS/FP/ZN

Dear Planning Dept:

I have briefly reviewed the PUD for the above project. We live in Steel Ranch at 2147 Park Lane. The concern we have with project is that it would increase traffic on Kaylix that is already somewhat congested. That said, however, we can be supportive of the change to "mixed use" if it doesn't include a provision for "drive thru "businesses". As I'm sure you are aware these types of businesses increase transient late night traffic, noise and are far more appropriate in a pure commercial shopping environment. I don't know that I've ever seen such businesses in a an area devoted primarily to residential (Steel Ranch, Lanterns and a good deal of Foundry) Another concern is the overall success of such a mixed use project where 50% of the condos are to be sold to those over age 55. Seniors would generally prefer lower level housing so as to negate the need to negotiate stairs in their later life. If the project is planning the installation of such elevators then the entire project could be dedicated to those over age 55. Requiring this would remove the additional pressure and expense created for the Louisville Schools.

I hope you find this input helpful as you review the zoning change.

## Sean McCartney

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**From:** John and Barb Senger [REDACTED]  
**Sent:** Thursday, December 03, 2015 3:51 PM  
**To:** Planning  
**Cc:** justinrmcs@gmail.com  
**Subject:** THE FOUNDRY DEVELOPMENT

We are sending this email to endorse The Foundry Project that will be presented to the Planning Commission at its December 10, 2015 meeting. We will not be able to attend, so want to send our enthusiastic support for this development.

Our home is in Steel Ranch, a Boulder Creek Neighborhoods patio home on the south side of Steel Ranch Park. We have a strong and vested interest since this development will be very close to our house as we are the third house west of Kaylix, just across the street from the Foundry project. Both of us have been able to review the initial plans and also attended a informational meeting on November 20th conducted by RMCS, Inc.

Here are some of the reasons why we support this development:

- \* Confidence in RMCS, Inc. to build a quality project
- \* The architecture and landscape design is attractive, engaging and sympathetic to the surrounding neighborhood
- \* The commercial spaces are small and will front 95th Street
- \* Traffic patterns are well designed to promote good access
- \* The examples of potential stores/restaurant/ businesses are something we can utilize and support
- \* The majority of the condominiums are age restricted and of a quality that is consistent with the Steel Ranch neighborhood

As this effort proceeds, special attention to traffic mitigation and mature landscaping will make it even more desirable from our standpoint.

Thank you for considering this project. We are asking for your approval and endorsement to the City Council. It is an excellent example of residential and commercial development and will perfectly complete and complement our Steel Ranch neighborhood.

Please feel free to contact us for more feedback.

John Senger  
Barbara Senger (Steel Ranch Lifestyle Association Vice President)

[REDACTED]  
Louisville, CO 80027  
[REDACTED]

## Sean McCartney

---

**From:** Planning Commission  
**Sent:** Monday, December 07, 2015 8:13 AM  
**To:** Sean McCartney  
**Subject:** FW: The Foundry

Monica Garland  
Senior Administrative Assistant  
Planning & Building Safety Division  
City of Louisville  
Phone: 303.335.4592  
Fax: 303.335.4588  
[monicag@louisvilleco.gov](mailto:monicag@louisvilleco.gov)

-----Original Message-----

**From:** James Kehl [REDACTED]  
**Sent:** Sunday, December 06, 2015 10:32 AM  
**To:** Planning Commission  
**Subject:** The Foundry

I would like to voice my support for The Foundry mixed use project at Steel Ranch. I feel that mixed use is beneficial, in that the residents will help support the businesses within, and provide them a better chance for success. There are too many empty store fronts that stand alone.

The way the residential units are planned, it doesn't look like the schools in the area will be affected minimally.

The design plans look consistent with the new DELO community already being built.

And I think it would be a mistake to designate as a business only tract, as a potential for stores like an auto parts outlet, fast food chain, another liquor store, etc, would detract from one of the main entrances to our city.

Respectfully,

James H. Kehl  
1156 Paschal Drive  
Louisville, Colorado 80027

## Sean McCartney

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**From:** Jeff Halpern [REDACTED]  
**Sent:** Sunday, December 06, 2015 10:54 AM  
**To:** Troy Russ; Sean McCartney  
**Cc:** Jeff Halpern  
**Subject:** The Foundry

To: Troy Russ & Sean McCartney,

I am a new residence at Steel Ranch and i understand their is a planning commission meeting on Thursday 12/10 at 6:30 pm, City Hall. I am writing this E-mail to you to voice my opinion about The Foundry Project as i am out of town on this date and will not be able to attend.

While i was very concerned initially about the overall project i have found that RMCS (Master Developers of Steel Ranch), has listened to many of our concerns and objections to the initial plans and has come up with a development project that would satisfy having a mixed used Development next to the Steel Ranch Homes. Their are 2 items that i would like to raise and if not addressed, i would object to the overall plans and development being initiated and developed.

1. We DESPERATLY need a Median Strip to allow for Traffic coming off 95th to turn South into the site. While the City from what i understands does not want to allow that for fear for the Traffic backing up on 95th, what will happen if not addressed the traffic will come West to Kaylix and pull a U-Turn there and go back East and South into the site. This would create Terrible congestion at Paschal and Kaylix intersection and also be very dangerous for those living in the nearby area and for the Kids that frequent that intersection either walking to the Steel Ranch Park or on riding their bikes. In addition the noise factor for those living near the area would increase a significant amount. This was not something i anticipated when buying my home at Steel Ranch.

2. Lighting at The Foundry on the East Kaylix Sidewalk. The plan of 7 additional Lighting Fixtures would create a great amount of Light Pollution and will not be blocked as it goes across Steel Ranch Park and it would affect all of us to the West. There is already 3 Tall Lights their now on Kaylix, which i feel is very adequate. This to me, is a Very important issue as personally my Home backs up to Kaylix and i would have the lights shinning in on my Patio and Master bedroom all Night.

Troy & Sean, Thank You very much in advance for taking the time to read this E-mail and i hope that these 2 issues can be addressed, so i can go forward and support The Foundry project.

Sincerely,

Jeff & Niki Halpern

2366 Park Lane

## Sean McCartney

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**From:** Planning Commission  
**Sent:** Monday, December 07, 2015 8:12 AM  
**To:** Sean McCartney  
**Subject:** FW: The Foundry plans

### *Monica Garland*

Senior Administrative Assistant  
Planning & Building Safety Division  
City of Louisville  
Phone: 303.335.4592  
Fax: 303.335.4588  
[monicag@louisvilleco.gov](mailto:monicag@louisvilleco.gov)

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**From:** Eileen Rutherford [REDACTED]  
**Sent:** Sunday, December 06, 2015 11:31 AM  
**To:** Planning Commission  
**Subject:** The Foundry plans

I wanted to relay our support for the current revised plans as this development affects my husband and me directly. Please consider approval. The developer seems to have a good plan for the property that will mesh nicely with the residential areas adjacent to it. It should be a model for future development, particularly we hope, for the adjacent parcel in Lafayette that is currently being discussed.

Eileen and Kevin Rutherford  
2272 W Hecla Dr.  
Louisville, Co

## Sean McCartney

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**From:** [REDACTED]  
**Sent:** Monday, December 07, 2015 10:30 AM  
**To:** Sean McCartney  
**Subject:** The Foundry Development

This email is in regards to the proposed development on 95th St called The Foundry. I am a resident in the Steel Ranch development and I am writing to let the City of Louisville know that my wife and I are very much in favor of this development. We feel it would be wonderful for the citizens in the north corridor of Louisville to have a place to gather and shop. Thank-you!

Richard and Mary Johnson

## Sean McCartney

---

**From:** Troy Russ  
**Sent:** Tuesday, December 08, 2015 8:54 AM  
**To:** Sean McCartney  
**Subject:** Fwd: Foundry Planning Meeting

For you hearing...

Sent from my iPhone

Begin forwarded message:

**From:** Michael Hurley <[REDACTED]>  
**Date:** December 7, 2015 at 6:43:21 PM MST  
**To:** <[troyr@louisvilleco.gov](mailto:troyr@louisvilleco.gov)>  
**Subject:** Foundry Planning Meeting

Hello Troy,

My name is Michael Hurley, a resident of the Steel Ranch community in Louisville, 2179 Park Lane. I'm unable to make the planning commission meeting on December 10th, 2015, discussing the Foundry Proposed Project, but I wanted to express my support for this project.

The planned mixed use development of retail and residential is a natural extension of our quiet residential community in Steel Ranch. I appreciate their design and RMCS' willingness to work with our community to avoid drive throughs and other high traffic and noise businesses.

Sincerely,

Michael and Laura Hurley

## Sean McCartney

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**From:** Planning Commission  
**Sent:** Tuesday, December 08, 2015 9:35 AM  
**To:** Sean McCartney  
**Subject:** FW: Support For The Foundry At Steel Ranch Proposal

### *Monica Garland*

Senior Administrative Assistant  
Planning & Building Safety Division  
City of Louisville  
Phone: 303.335.4592  
Fax: 303.335.4588  
[monicag@louisvilleco.gov](mailto:monicag@louisvilleco.gov)

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**From:** Adam Miller [REDACTED]  
**Sent:** Monday, December 07, 2015 9:14 PM  
**To:** Planning Commission  
**Subject:** Support For The Foundry At Steel Ranch Proposal

Hello there,

We are writing to express our strong support for the Foundry at Steel Ranch proposal. We have been residents of Steel Ranch for nearly 4 years, have two small children, and love the small community feel the neighborhood provides. We have reviewed the proposal (at <http://www.louisvilleco.gov/Home/ShowDocument?id=5513>), and feel it would be a great addition to our neighborhood.

I have visited The Source in Denver, and if the Foundry has similar amenities, such as specialty market, coffee, restaurant, brewery, and public meeting spaces, we feel it could be a big success and great addition to this part of Louisville.

Please move forward with this project.

Best,  
Adam and Leslee Miller

## Sean McCartney

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**From:** Planning Commission  
**Sent:** Tuesday, December 08, 2015 9:34 AM  
**To:** Sean McCartney  
**Subject:** FW: The Foundry

### *Monica Garland*

Senior Administrative Assistant  
Planning & Building Safety Division  
City of Louisville  
Phone: 303.335.4592  
Fax: 303.335.4588  
[monicag@louisvilleco.gov](mailto:monicag@louisvilleco.gov)

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**From:** Lawrence Crowley [REDACTED]  
**Sent:** Tuesday, December 08, 2015 7:17 AM  
**To:** Planning Commission  
**Subject:** The Foundry

There is a new proposal, called The Foundry, reduces the footprint for commercial development and adds 32 condominiums 24 of which will designated for people 55+ years old. My understanding is that current zoning here is for retail. We need more retail to bring in money and less housing. Keep Louisville livable. Thank you.

Lawrence Crowley  
303-666-0640

**Sean McCartney**

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**From:** Planning Commission  
**Sent:** Tuesday, December 08, 2015 9:34 AM  
**To:** Sean McCartney  
**Subject:** FW: The Foundry

*Monica Garland*

Senior Administrative Assistant  
Planning & Building Safety Division  
City of Louisville  
Phone: 303.335.4592  
Fax: 303.335.4588  
[monicag@louisvilleco.gov](mailto:monicag@louisvilleco.gov)

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**From:** Doris Fasbender [REDACTED]  
**Sent:** Tuesday, December 08, 2015 7:53 AM  
**To:** Planning Commission  
**Subject:** The Foundry

I cannot attend the meeting discussing The Foundry project but would like my input considered. I am a Louisville resident and have concerns about the continued gluttony of density housing that keeps coming up for development in our town. If we continue to increase the population how will our roads and schools manage to accommodate such growth?

Please consider this concern when discussing the new proposal for more housing.

Thank you,

Doris Fasbender

538 W. Sycamore Circle

Louisville

## Sean McCartney

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**From:** Planning Commission  
**Sent:** Wednesday, December 09, 2015 8:13 AM  
**To:** Sean McCartney  
**Subject:** FW: The Foundary

### *Monica Garland*

Senior Administrative Assistant  
Planning & Building Safety Division  
City of Louisville  
Phone: 303.335.4592  
Fax: 303.335.4588  
[monicag@louisvilleco.gov](mailto:monicag@louisvilleco.gov)

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**From:** Jon Brinker [REDACTED]  
**Sent:** Tuesday, December 08, 2015 8:16 PM  
**To:** Planning Commission  
**Subject:** The Foundary

Hello,

As residents of Steel Ranch, we would like to express our support of the Foundary development being proposed at the Dec. 10. We will be unable to attend the meeting due to prior commitments. Our understanding is that the Louisville School Enrollment Watch group is going to oppose this development. We would like to respectfully point out that since 75% of the residential units will be age-restricted to 55+ (leaving a maximum total of 8 condo units for buyers under 55) their position as it relates to school enrollment is extremely marginal at best. We feel this proposal is a forward thinking model that will add to the character and personality that makes our city so great. Thank you for your consideration and please feel free to reach out if you would like further input.

Best regards,

Jon and Jen Brinker

2016 Wagon Way

303-483-3045

## Sean McCartney

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**From:** Gary Larson [REDACTED]  
**Sent:** Tuesday, December 08, 2015 4:36 PM  
**To:** Sean McCartney; Troy Russ  
**Cc:** Christopher Leh; Jay Keany; David Blankinship; Peter Wengert; Tony Gамbee; nmsman@lyndworld.com  
**Subject:** The Foundry - Planning Commission Meeting, Dec 10, 6:30  
**Attachments:** Pine-95th Do Not Block Box.jpg

Sean,

I encourage the Louisville Planning Department and City Council to approve RMCS' proposed zoning change to mixed-use, and its Final PUD submitted for The Foundry. RMCS has worked with our Steel Ranch community to eliminate the 2 drive-throughs in the original plan, and design a development that's very compatible and complementary to our Steel Ranch community of almost 500 residential units, not to mention an attractive urban corridor at our North gateway to Louisville.

The factors that would make this development successful for the city include:

- Mixed-use of the land that otherwise would not sustain full commercial use, given commercial vacancies in the surrounding area.
- 24 of the 32 condominiums would be age restricted to 55+ for the demographics of more seniors and empty-nesters, with more disposable income.
- BVSD has concluded that there would be an anticipated impact of 1 student each at Louisville Elementary and Monarch High, which are both able to accommodate this growth.
- The fiscal performance of this land use would provide a positive cash flow to the city over the next 20 years.
- The contribution to the Takoda Metro District's debt pay down would have a positive impact on Steel Ranch homeowners' property taxes.
- The Foundry's atrium with available roof-top restaurant and terrace, facing the front-range, boutique retail, and outdoor eating options in the other spaces will make it an attractive walking destination for all of the surrounding residents.
- The condos, plazas, and pedestrian walkways will provide an attractive buffer from the commercial/office buildings to the existing homes to the West.

There are 2 ways in which the city can make this an even more compatible development to the Steel Ranch and surrounding communities:

1. Allow a median modification on Paschal to enable traffic to turn South into the site. Otherwise there will be significant traffic congestion U-Turning to go back East on Paschal at Kaylix. Visiting commercial traffic won't realize there is access North from Kaylix. Why not add a "Do Not Block X Box" in the East-bound portion of Paschal, where the traffic could cross South-bound, into the site, and not cause stacking of West-

bound vehicles back to SH42? This has worked well at the intersection of Pine and SH42 (Mountain High Appliance strip-mall), where traffic doesn't stack back 50 yards to SH42. A photo of this X Box is attached.

2. Reduce the lighting requirement along the Kaylix sidewalk. There is already adequate lighting there from 4 tall street lamps. Front porch lighting of the condos would add even more lighting. Light pollution from 7 more lamps on the West side of the development will diffuse light over Steel Ranch Park to all of the existing housing to the West and South.

Thank you for your consideration of the above points. This development has very positive support from the Steel Ranch community. We look forward to its completion!

Regards,  
Gary

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Gary Larson  
2189 Park Lane  
Louisville, CO 80027


## Sean McCartney

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**From:** Monica Garland on behalf of Planning  
**Sent:** Wednesday, December 09, 2015 12:42 PM  
**To:** Sean McCartney  
**Subject:** FW: Foundary Re-zoning Application

### *Monica Garland*

Senior Administrative Assistant  
Planning & Building Safety Division  
City of Louisville  
Phone: 303.335.4592  
Fax: 303.335.4588  
[monicag@louisvilleco.gov](mailto:monicag@louisvilleco.gov)

**From:** [REDACTED] [mailto:[REDACTED]]  
**Sent:** Wednesday, December 09, 2015 12:34 PM  
**To:** Planning  
**Cc:** [REDACTED]  
**Subject:** Foundary Re-zoning Application

Commissioners;

Like many citizens of Louisville, I am concerned at the seeming relentless building of new housing in the City and the stress that additional residents put on our school system and traffic patterns. The applicant has indicated that the proposed new units would be attractive to seniors. As a member of the Boulder County Aging Agency and of its Housing sub-Committee, I am a supporter of developments that address the shortage of suitable senior housing.

I have made multiple attempts to contact the developer (by phone and by mail) to discuss this issue and to share the experience gained from the Josephine Commons Development in Lafayette and in the pending Kestrel Development in Louisville. These developments have adopted cost effective design approaches that make such units highly attractive to seniors and, if implemented would be a win-win for the City and the Developer: designating a portion of the development for seniors would alleviate the stress on City services and may enhance the commercial viability of the project.

I would enthusiastically support this re-zoning application provided the following conditions form part of the revised submission.

1. A portion of the proposed units are designated as seniors-only
2. Senior designated units should adopt the design principles for accessibility as detailed in the Lafayette Building

Ordinances that I mailed to the developer

I have not had any reply from the developer so I am not aware what steps, if any, he has taken in response to my suggestions.

Respectfully,

Sandy Stewart

618 [REDACTED]  
Ward 3, Louisville

Sent from AOL Mobile Mail

## Monica Garland

---

**From:** Gail Hartman <[REDACTED]>  
**Sent:** Thursday, December 10, 2015 4:11 PM  
**To:** Planning Commission; Planning  
**Subject:** Comments re: The Foundry

To the Louisville Planning Commission,

As a member of the Planning Commission in 2006, when we first approved the former Takoda development—since renamed Steel Ranch/Foundry—the development team spent a great deal of time during their myriad presentations to the PC and City Council emphasizing their desire to bring a slew of new retail/commercial development to the area where the Foundry is located.

It is with great disappointment that I see that the developers have gone back on their promises to provide the community with retail that would complement the gazillion (give or take a few!) apartments they were building along with it, which is now the Steel Ranch development, still being built.

I urge the current Planning Commission to look carefully at the history of Takoda/Steel Ranch and then vote against building additional housing there—age-restricted or not. The Foundry should be 100% retail/commercial development, as promised to Louisville when the final subdivision plat and PUD were approved by the PC and City Council.

Thank you,

Gail Hartman  
Louisville, CO

## Sean McCartney

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**From:** Planning Commission  
**Sent:** Monday, December 14, 2015 9:52 AM  
**To:** Sean McCartney  
**Subject:** FW: The Foundry

### *Monica Garland*

Senior Administrative Assistant  
Planning & Building Safety Division  
City of Louisville  
Phone: 303.335.4592  
Fax: 303.335.4588  
[monicag@louisvilleco.gov](mailto:monicag@louisvilleco.gov)

---

**From:** Radcliffe, Richard [<mailto:>   
**Sent:** Friday, December 11, 2015 3:10 PM  
**To:** Planning Commission  
**Cc:** Jay Keany; Christopher Leh; Robert Muckle; City Council  
**Subject:** The Foundry

Dear Planning Commission,

AS a 25 year resident of Louisville, I am writing to you in opposition to certain aspects of the currently mixed use proposal for the development known as “The Foundry”. Specifically, I, like most if not all of my neighbors in the North End, oppose changing the zoning to allow for more residential development. We do not want to see an already over-crowded area become that much more crowded.

The Steel Ranch/North End area is currently very densely populated with much more housing to come (i.e., completion of Steel Ranch, completion of the North End, Alkonis, Coal Creek Station, completion of Indian Peaks South, DELO – did I miss anything?). The area is already overcrowded and traffic is a nightmare on 42. When XYZ more drivers are added to the mix, I foresee huge backups from the northern end of Lafayette to the southern end of Louisville. Is this really what we want? These people are not stopping in Louisville and, in fact, many people will quit coming to the downtown area because traffic just getting there will be horrific as has happened in Boulder. I am well aware that the city has conducted traffic flow analyses, but those analyses apparently have not taken into consideration the huge increase in traffic that has occurred over just the last few years, traffic that is not originating or ending in Louisville (I still have no idea where these people are coming from or where they’re going).

The city has promised that there will be a certain amount of commercial development along with all the housing that has previously been approved. I urge the city to hold to that plan and not change the rezoning for the Foundry. We need the commercial development – we do not need any more housing.

I was told by an “insider” that the Foundry location is not viable for strictly commercial development because of access issues and therefore the developer has proposed the additional housing in order to make any development at all on that property feasible. First of all, I have a hard time believing that access issues cannot be creatively resolved. Second, perhaps this information is not even accurate, but if it is, my response is “too bad”. It is not the responsibility or the obligation of the city to ensure that a developer makes a profit, or, for that matter, any other business in Louisville.

It’s time to take a deep breath and really consider the quality of life for people living in that area and actually in a fairly broad area of Louisville that includes downtown and areas well west of 42.

~~~~~  
Richard Radcliffe

[REDACTED]  
Louisville, Colorado 80027

[REDACTED]



Planning Office  
 303-245-5794  
 Fax: 303-447-5118  
[www.bvsd.org](http://www.bvsd.org)

6500 East Arapahoe, PO Box 9011  
 Boulder, CO 80301

November 24, 2015

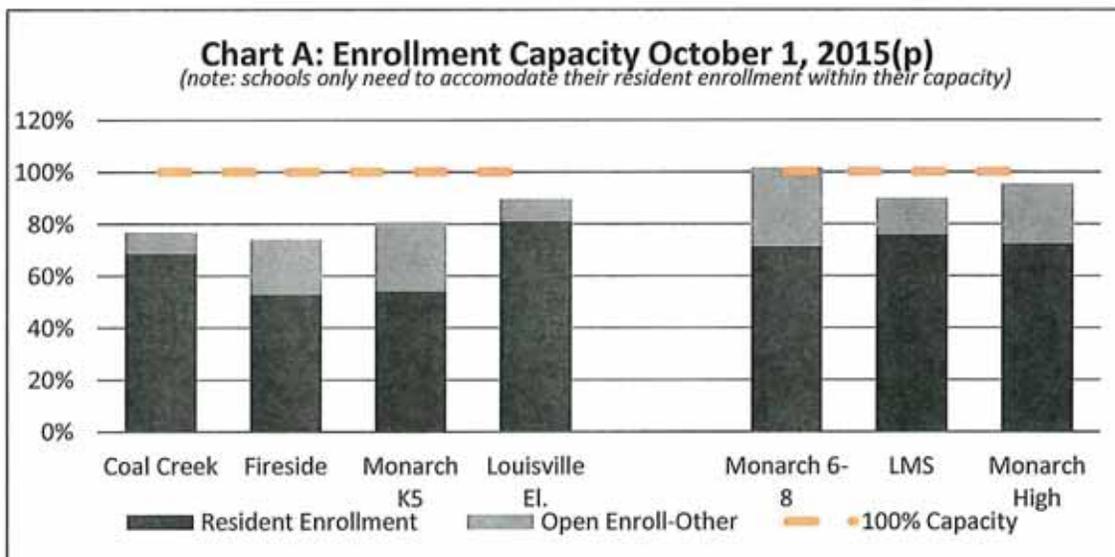
City of Louisville  
 Dept. of Planning and Building Safety  
 Attn: Sean McCartney  
 749 Main St.  
 Louisville, CO 80027

RE: The Foundary Rezoning and Final PUD (*revised 11-24-2015*)

Dear Sean:

Thank you for submitting The Foundary Rezoning and Final PUD materials for review by the Boulder Valley School District (BVSD). BVSD reviews development application in terms of capacity impacts on neighborhood schools and impacts on school land or facilities.

Chart A below shows the current program capacity and preliminary (p) enrollment composition for each school in Louisville. On the whole, Louisville schools possess a sizeable ability to accommodate additional students, particularly when considering the level of current capacity being occupied by open enrolled students (those from outside a school's attendance area that a school is not required to accommodate). As the chart shows, however, the capacity to accommodate additional students does vary between schools.



The Foundary Rezoning and Final PUD application proposes to add 24 senior condominiums and 8 unrestricted condominium units with an anticipated student impact of 1 student<sup>1</sup> on Louisville Elementary, 0 student on Louisville Middle, and 1 student on Monarch High school.

When considering this and all other development activity in Louisville (Attachment A), and resident enrollment growth within the attendance areas of Louisville schools, Louisville Middle and Monarch High are able to accommodate projected growth (Chart B). Louisville Elementary, however, will likely reach its program capacity within 5 years should growth within the existing housing stock of central Louisville continue at the pace of recent years. Elementary capacity in Louisville as a whole, however, is ample to accommodate continued enrollment growth.

**CHART B**

| School          | Program Capacity | Projected Enrollment (p) |         |         |         |         |         |
|-----------------|------------------|--------------------------|---------|---------|---------|---------|---------|
|                 |                  | 2015-16                  | 2016-17 | 2017-18 | 2018-19 | 2019-20 | 2020-21 |
| Louisville El.  | 651              | 582                      | 626     | 630     | 654     | 655     | 650     |
| % capacity      |                  | 89.4%                    | 96%     | 97%     | 100%    | 101%    | 100%    |
| Louisville M.S. | 691              | 621                      | 626     | 652     | 676     | 664     | 657     |
| % capacity      |                  | 89.8%                    | 90.6%   | 94.3%   | 97.8%   | 96%     | 95%     |
| Monarch H.S.    | 1833             | 1,749                    | 1,767   | 1,794   | 1,832   | 1,796   | 1,804   |
| % capacity      |                  | 95%                      | 96%     | 98%     | 100%    | 98%     | 98%     |

*Projection notes and assumptions:*

- Currently available projections utilize preliminary numbers and may change when finalized in early 2016.
- Capacity methodology held over from 2012 and currently under review.
- Only the impacts of housing units expected during projection period are included.
- Enrollment growth in existing neighborhoods is assumed to be near current levels over the next 5 years.
- Louisville El. will graduate out the last significant number of open enrolled (O.E.) students in 2018.
- Louisville Middle and Monarch High may see increasing restrictions on O.E. through the projections period but will still retain sizeable O.E. populations at the end of the 5 year projection period shown above.

In addition to program changes that have added capacity to the school in the last two years, recent enrollment growth at Louisville Elementary continues to be managed by restricting open enrollment thus reducing the proportion of enrollment from outside the school's attendance area. As of the preliminary October 1 count, approximately 39 open enrolled students occupied seats at the school and continued restrictions will eventually make these seats available to new resident students. Should actual enrollment growth meet or exceed projected growth and open enrollment restrictions alone prove inadequate, other options to manage enrollment growth may be considered by the District. These could include additional changes in offered programming, the addition of portable classrooms, the addition of permanent classrooms, busing of students, or changes to attendance boundaries.

If you have any other questions, concerns, or further clarifications, feel free to contact me at 303-245-5794 or via e-mail at [glen.segrue@bvsd.org](mailto:glen.segrue@bvsd.org).

Sincerely,



Glen Segrue, A.I.C.P.  
Senior Planner

# ATTACHMENT A: Planned Residential Development and Student Yield

Louisville Schools (revised 11/24/15)

| ELEM Att. Area                                      | Unbuilt Residential Units* |           |            |            |            |            | Elem Yld   | MS Yld    | HS Yld     |
|-----------------------------------------------------|----------------------------|-----------|------------|------------|------------|------------|------------|-----------|------------|
|                                                     | SFD                        | Dup       | Twnhm      | Condo      | Apt        | All        |            |           |            |
| <b>COAL CREEK</b>                                   |                            |           |            |            |            |            |            |           |            |
| <b>Platted or Under Construction</b>                |                            |           |            |            |            |            |            |           |            |
| Copper Hill                                         | 2                          | 0         | 0          | 0          | 0          | 2          | 1          | 0         | 0          |
| Village Square                                      | 0                          | 0         | 0          | 0          | 111        | 111        | 10         | 3         | 4          |
|                                                     |                            |           |            |            |            | <b>113</b> | <b>11</b>  | <b>4</b>  | <b>5</b>   |
|                                                     | <b>2</b>                   | <b>0</b>  | <b>0</b>   | <b>0</b>   | <b>111</b> | <b>113</b> | <b>11</b>  | <b>4</b>  | <b>5</b>   |
| <b>Louisville El.</b>                               |                            |           |            |            |            |            |            |           |            |
| <b>Platted or Under Construction</b>                |                            |           |            |            |            |            |            |           |            |
| 917 Main St                                         | 0                          | 2         | 0          | 0          | 0          | 2          | 0          | 0         | 0          |
| Coal Creek Station                                  | 0                          | 51        | 0          | 0          | 0          | 51         | 10         | 4         | 4          |
| Concord Partners LLC                                | 3                          | 0         | 0          | 0          | 0          | 3          | 1          | 0         | 1          |
| DELO Phase I                                        | 0                          | 0         | 43         | 0          | 0          | 43         | 5          | 2         | 3          |
| DELO Phase II                                       | 0                          | 0         | 5          | 0          | 130        | 135        | 12         | 4         | 6          |
| Kestrel                                             | 0                          | 0         | 0          | 0          | 120        | 120        | 11         | 4         | 5          |
| North End                                           | 13                         | 12        | 0          | 60         | 0          | 85         | 10         | 4         | 10         |
| North End Market                                    | 0                          | 0         | 0          | 34         | 0          | 34         | 2          | 1         | 3          |
| North End Phase II                                  | 10                         | 0         | 6          | 36         | 0          | 52         | 6          | 3         | 6          |
| The Foundary                                        | 0                          | 0         | 0          | 8          | 0          | 8          | 0          | 0         | 1          |
| The Lanterns                                        | 0                          | 24        | 0          | 0          | 0          | 24         | 5          | 2         | 2          |
|                                                     |                            |           |            |            |            | <b>557</b> | <b>62</b>  | <b>24</b> | <b>40</b>  |
| <b>In Development Review</b>                        |                            |           |            |            |            |            |            |           |            |
| Alkonis Annex SFD                                   | 24                         | 0         | 0          | 0          | 0          | 24         | 7          | 4         | 5          |
| DELO Flats                                          | 0                          | 0         | 0          | 13         | 33         | 46         | 4          | 1         | 3          |
| North End Phase III                                 | 18                         | 0         | 0          | 0          | 0          | 18         | 5          | 3         | 4          |
| North End Phase IV                                  | 10                         | 0         | 0          | 0          | 0          | 10         | 3          | 2         | 2          |
|                                                     |                            |           |            |            |            | <b>98</b>  | <b>19</b>  | <b>9</b>  | <b>13</b>  |
| <b>Additional Residential Development Potential</b> |                            |           |            |            |            |            |            |           |            |
| Zoned for Additional Density                        | 65                         | 0         | 118        | 0          | 0          | 183        | 33         | 16        | 22         |
|                                                     |                            |           |            |            |            | <b>183</b> | <b>33</b>  | <b>16</b> | <b>22</b>  |
|                                                     | <b>143</b>                 | <b>89</b> | <b>172</b> | <b>151</b> | <b>283</b> | <b>838</b> | <b>114</b> | <b>49</b> | <b>76</b>  |
| <b>Monarch K-5</b>                                  |                            |           |            |            |            |            |            |           |            |
| <b>Platted or Under Construction</b>                |                            |           |            |            |            |            |            |           |            |
| Coal Creek Crossing                                 | 38                         | 0         | 0          | 0          | 0          | 38         | 11         | 6         | 8          |
| Discover Office Park                                | 0                          | 0         | 23         | 0          | 0          | 23         | 3          | 1         | 2          |
| Superior Town Center                                | 0                          | 0         | 643        | 0          | 0          | 643        | 77         | 32        | 51         |
|                                                     |                            |           |            |            |            | <b>704</b> | <b>91</b>  | <b>39</b> | <b>61</b>  |
| <b>In Development Review</b>                        |                            |           |            |            |            |            |            |           |            |
| Superior Town Center                                | 400                        | 0         | 0          | 356        | 0          | 756        | 137        | 67        | 116        |
| Varra Estates                                       | 11                         | 0         | 0          | 0          | 0          | 11         | 3          | 2         | 2          |
|                                                     |                            |           |            |            |            | <b>767</b> | <b>141</b> | <b>69</b> | <b>118</b> |

\*lots unbuilt as indicated in parcel records as of 5/01/15 and periodic site inspections

# ATTACHMENT A: Planned Residential Development and Student Yield

Louisville Schools (revised 11/24/15)

| ELEM Att. Area                                      | Unbuilt Residential Units* |          |            |            |          |              | Elem Yld   | MS Yld     | HS Yld     |
|-----------------------------------------------------|----------------------------|----------|------------|------------|----------|--------------|------------|------------|------------|
|                                                     | SFD                        | Dup      | Twnhm      | Condo      | Apt      | All          |            |            |            |
| <b>Additional Residential Development Potential</b> |                            |          |            |            |          |              |            |            |            |
| Monarch K-5 CP Units                                | 76                         | 0        | 0          | 0          | 0        | 76           | 22         | 11         | 15         |
|                                                     |                            |          |            |            |          | <b>76</b>    | <b>22</b>  | <b>11</b>  | <b>15</b>  |
|                                                     | <b>525</b>                 | <b>0</b> | <b>666</b> | <b>356</b> | <b>0</b> | <b>1,547</b> | <b>254</b> | <b>119</b> | <b>194</b> |
|                                                     | 670                        | 89       | 838        | 507        | 394      | 2,498        | 378        | 171        | 275        |

\*lots unbuilt as indicated in parcel records as of 5/01/15 and periodic site inspections

# DRAFT PLANNING COMMISSION MINUTES

- **The Foundry Final Plat/PUD: Resolution 39, Series 2015.** A resolution recommending approval of a rezoning, final plat and final Planned Unit Development (PUD) to construct a multi-use development consisting of 24 age-restricted condominiums, and 38,000 sf commercial/office.
  - Applicant /Representative: RMCS LLC
  - Owner: Takoda Properties/Summit View Properties LLC
  - Staff member: Sean McCartney, Principal Planner

## Conflict of Interest and Disclosure:

None.

## Public Notice Certification:

Published in the Boulder Daily Camera on November 22, 2015. Posted in City Hall, Public Library, Recreation Center, the Courts and Police Building, and mailed to surrounding property owners on November 20, 2015.

Emails entered into record: Motion made by Moline, seconded by Brauneis, passed by voice vote. Fiscal model memo also entered into record. Motion made by Moline, seconded by Brauneis, passed by voice vote.

## Staff Report of Facts and Issues:

**McCartney** presented from Power Point:

- Previously, this property came before PC in 2013 and was known as Steel Ranch Marketplace. It was a 12,000 to 14,000 sf theater for the Art Underground. It was a single, stand-alone building and had the option for additional commercial. The user pulled and the building was never constructed; it made it through a PUD which expired.
- Located on southwest corner of Paschal and Highway 42 in north Louisville.
- Zoned PCZD-C. Requesting rezoning to PCZD-C/R.
- 5.82 acres and requesting Mixed-Use.
- South of Indian Peaks, Filing 17.

**REZONING:** The 2013 Comp Plan identifies this area as an “Urban Corridor” with focus on:

- commercial
- office
- neighborhood retail
- residential density allowance up to 25 units per acre

Principal NH-5

- Mix of housing types
- Multi-generational needs
- Empty nesters
  - Proposing 24 age-restricted units for ages 55+ empty nesters

Surrounded by PZCD-C/R and PZCD-R

- Complies with surrounding zoning

## **FISCAL IMPACT:**

**Russ** presents. The City has updated its fiscal model. The City did that through the Finance Committee as part of City Council (CC) in reviewing a city-wide marginal cost model. Upon approval of CC on the city-wide marginal cost model, our consultant took a hybrid for a development specific review model. We have two models: city-wide marginal cost model and hybrid average cost model. Many of our developments are small and the marginal cost model doesn't work well for smaller developments. The actual impact on the City through the hybrid average cost is more reflective. The fiscal model is based on our budget. It is based on the point forward. Looking at development based on our annual approved budget, it looks at development

# DRAFT PLANNING COMMISSION MINUTES

and its impact over 20 years point forward. It does not look at the residential mix of the city. It assumes a balance because our budget has been approved. Looking at the numbers before you, it is a 20 year forecast of how this project affects the City going forward.

It is a sophisticated model that can play a number of scenarios. It looks at the number of units, where those units are located in the City, at the value of the home, and the income of the owner. If a residential development were to be proposed on the Phillips 66 property, everyone would acknowledge that the Broomfield retail is more convenient to those residents, so the City of Louisville would have a lower capture of those disposal dollars. It is geographically significant of where development goes, and on what percent of disposal income comes into the City. We ask every applicant to provide some base information so we can calibrate the model specific to the development request, such as construction costs and proposed values of homes. We equate that and evaluate that against what our base model assumptions are.

In the memo in front of you, we have two scenarios. The item on the left is showing the applicant's numbers. It is the same for construction costs, incomes, and cross points. They have differences in traffic trip generation rates. The City's development and review model takes national averages for mixed use trip assignments. We are following a national trend within the model. The applicant provides a more specific Louisville characteristic that is supported by a traffic engineer, so they are proposing a different persons/household than what our model assumes for that type of housing structure which is based on a national ITE. They are showing it is 1.8 persons/household where the adopted model is 1.4 persons/household. They have more residents within a unit than ours. With those base assumptions, we do a 20 year forecast based on the different funds within the budget.

|                       | <b>Adopted Model Numbers</b> | <b>Developer Numbers</b> |
|-----------------------|------------------------------|--------------------------|
| <b>RESIDENTIAL</b>    |                              |                          |
| Persons per household | 1.4                          | 1.8                      |
| Vehicle Trips         | Lower Generation             | Higher Generation        |
| MU Trip Adjustment    | 50% (ITE)                    | 25%                      |
| <b>COMMERCIAL</b>     |                              |                          |
| MU Trip Adj. (retail) | 28% (ITE)                    | 25%                      |
| MU Trip Adj. (office) | 50% (ITE)                    | 25%                      |

# DRAFT PLANNING COMMISSION MINUTES

**Fiscal Impact Model**

| Revenue by Fund                    | SCENARIO          |             |                |             |                |             |
|------------------------------------|-------------------|-------------|----------------|-------------|----------------|-------------|
|                                    | Developer Numbers | %           | Model Numbers  | %           | Original Gdp   | %           |
| General Fund                       | \$2,891           | 62%         | \$2,256        | 58%         | \$2,660        | 64%         |
| Urban Revitalization District Fund | \$0               | 0%          | \$0            | 0%          | \$0            | 0%          |
| Open Spaces & Parks Fund           | \$373             | 8%          | \$353          | 9%          | \$368          | 9%          |
| Lottery Fund                       | \$0               | 0%          | \$0            | 0%          | \$0            | 0%          |
| Historic Preservation Fund         | \$132             | 3%          | \$122          | 3%          | \$130          | 3%          |
| Capital Projects Fund              | \$1,256           | 27%         | \$1,183        | 30%         | \$1,030        | 25%         |
| <b>TOTAL REVENUE</b>               | <b>\$4,653</b>    | <b>100%</b> | <b>\$3,914</b> | <b>100%</b> | <b>\$4,188</b> | <b>100%</b> |
| <b>Expenditures by Fund</b>        |                   |             |                |             |                |             |
| General Fund                       | \$1,519           | 39%         | \$672          | 42%         | \$691          | 46%         |
| Urban Revitalization District Fund | \$0               | 0%          | \$0            | 0%          | \$0            | 0%          |
| Open Spaces & Parks Fund           | \$409             | 10%         | \$129          | 8%          | \$86           | 6%          |
| Lottery Fund                       | \$0               | 0%          | \$0            | 0%          | \$0            | 0%          |
| Historic Preservation Fund         | \$132             | 3%          | \$122          | 8%          | \$130          | 9%          |
| Capital Projects Fund              | \$1,852           | 47%         | \$664          | 42%         | \$611          | 40%         |
| <b>TOTAL EXPENDITURES</b>          | <b>\$3,913</b>    | <b>100%</b> | <b>\$1,588</b> | <b>100%</b> | <b>\$1,518</b> | <b>100%</b> |
| <b>NET FISCAL RESULT BY FUND</b>   |                   |             |                |             |                |             |
| General Fund                       | \$1,372           |             | \$1,584        |             | \$1,969        |             |
| Urban Revitalization District Fund | \$0               |             | \$0            |             | \$0            |             |
| Open Spaces & Parks Fund           | (\$37)            |             | \$224          |             | \$281          |             |
| Lottery Fund                       | \$0               |             | \$0            |             | \$0            |             |
| Historic Preservation Fund         | \$0               |             | \$0            |             | \$0            |             |
| Capital Projects Fund              | (\$596)           |             | \$519          |             | \$419          |             |
| <b>NET FISCAL IMPACT</b>           | <b>\$739</b>      |             | <b>\$2,327</b> |             | <b>\$2,670</b> |             |

For comparison purposes, staff also provided a fiscal analysis using the City's established vehicle trip generation rates and adjustment factors as documented by the Institute of Transportation Engineers (ITS). This scenario yields a net positive fiscal impact of **+\$2,327,000** over the same 20-year period, or **+\$116,350** per year. The following table summarizes the model's output for all both scenarios and the approved GDP.

According to the new model, the previously approved GDP would yield a net positive fiscal impact of **+\$2,670,000** over a 20-year period, or **+\$138,000** per year. The proposed rezoning, using the applicant's numbers, would yield a net positive fiscal impact of **+\$739,000** on the City over the same 20-year period, or a positive **+\$36,900** per year.

It is important to note that we do not have a single criterion in the Comp Plan or in the LMC that says there is fiscal performance as the sole determinate of anything. It is information. The Comp Plan does identify this as an urban corridor. The Comp Plan says any development should produce a positive fiscal return to the City. That is as descriptive as it gets. When you look at the Comp Plan, we look at character, housing, parks and recreation, and transportation. We look at the Comp Plan in its totality. This is just one element of the Comp Plan. All rezoning needs to be consistent. Staff believes, based on this fiscal model, that it is consistent with the Comp Plan.

We can also determine when retail is occupied or leased in this model. The numbers before you show that retail would be leased the first year in all three scenarios, the GDP, Model Number, and the Developer's Number. If the market for some reason can't produce that retail square footage until year 10, you do see a negative fiscal return from the Developer's Number and very minor positive returns from the other two.

# DRAFT PLANNING COMMISSION MINUTES

Questions from Planning Commission regarding Fiscal Model:

**Russell** asks about “leased in the first year” means Day 365, and if the commercial is leased in the first year or by the end of the first year.

**Russ** says we assume it is occupied and sales tax is being produced by the end of the first year.

**Russell** points out Scenario 1, Developer Number, the input for market units says 18 persons/unit. I am looking at the hard copy. Is that a typo in the report? If that is inaccurate data, it is translating into the numbers.

**Russ** clarifies it is the Back-Up Tables. It is an Excel spreadsheet and it hasn’t been edited. I will put in 1.8 instead of 18 persons.

**Moline** asks about the Net Fiscal Result. Why are there such big differences between the developer numbers, the model numbers, and the original GDP?

**Russ** says in the City Budget, there are different funds within the budget. They each have revenues and expenditures. The development influences all of those. We have sales tax revenues that fund a number of these and the persons/household have disposable income. That disposable income influences sales tax which goes into the different funds. This reflects the adopted budget. Revenues such as property tax, sales tax, and other forms the city gains equate to the revenue. The expenditures within those funds are what the level of service is, for example, a trail. We have a certain linear feet of trail that is a minimum expectation based on population. Based on this population growth, we need so many linear feet of trail. Those come back to the expenditures such as police service, library service, City Manager service, and planning department service. We have it broken out by each department type within each of these funds. The combination of the two under the Net Fiscal Result is the revenues and expenditures and the difference based on the adopted budget. That is why it is a point forward. Regarding the big differences between the developer numbers, the model numbers, and the original GDP is Commissioner Russell’s catch, the difference between 1.8 and 18. The 18 is going to generate a higher expenditure on the City, but it will increase the revenues as well. It is based on households so it may not be as dramatic on the revenue side whereas it will be dramatic on the expenditure side.

**McCartney** continues presentation. This application is for a replat to an existing plat but we are combining two plats. We are combining the Takoda subdivision as well as the Summit View subdivision. It is broken up into Tracts A, B, C, and D and Blocks 1, 2, 3, 4, 5, and 6.

|                | Area       | Ownership              | Use                         |
|----------------|------------|------------------------|-----------------------------|
| <b>Tract A</b> | 1.6 acres  | Takoda Properties Inc. | Access/Access Drive/Parking |
| <b>Tract B</b> | .22 acres  | Takoda Properties Inc. | Public plaza, parking       |
| <b>Tract C</b> | 1.03 acres | Takoda Properties Inc. | Parking/Highway 42 Access   |
| <b>Tract D</b> | .67 acres  | Takoda Properties Inc. | Parking                     |
| <b>Block 1</b> | .33 acres  | Takoda Properties Inc. | Residential                 |
| <b>Block 2</b> | .32 acres  | Takoda Properties Inc. | Residential                 |
| <b>Block 3</b> | .30 acres  | Takoda Properties Inc. | Residential                 |
| <b>Block 4</b> | .32 acres  | Takoda Properties Inc. | Residential                 |
| <b>Block 5</b> | .53 acres  | Takoda Properties Inc. | Commercial (Lots 1-7)       |
| <b>Block 6</b> | .5 acres   | Takoda Properties Inc. | Commercial (Foundry)        |

**Public Land Dedication (PLD)**

# DRAFT PLANNING COMMISSION MINUTES

- 3% additional PLD for residential portion of property
- Commercial zoning already dedicated



## ORIGINAL SITE PLAN

- Three access points
- No access to Kaylix St.
- 48 residential units in four buildings
- 56,200 sf commercial
  - Two story in-line commercial
  - Two drive-thru's
  - Two inline commercial uses
- Received communication from residents requesting age-restricted housing, no drive-thru's, and consider access to Kaylix
- Applicant resubmitted

## RESUBMITTED SITE PLAN

- Access – 4 primary points
  - Highway 42 – right-in/out
  - Paschal Dr. – right-in/out
  - Kaylix St. – full

# DRAFT PLANNING COMMISSION MINUTES

- Summit View – full
- 32 residential units
  - 24 age-restricted to 55 years
- 37,600 SF commercial
  - 2 story in-line 17,850 sf
  - Flex commercial 14,110 sf
- No drive-thru's
- 229 parking spaces

## BULK AND DIMENSION STANDARDS

Different than any commercial development because a typical commercial development follows the CDDSG for height, bulk, and setback. This project follows the General Development Plan (GDP) such as Takoda. The height complies with CDDSG and setbacks comply with GDP. Two to three stories complies with Comprehensive Plan.

| BULK AND DIMENSION STANDARDS                         |                                           |                               |
|------------------------------------------------------|-------------------------------------------|-------------------------------|
|                                                      | RESIDENTIAL                               | COMMERCIAL                    |
| MIN. LOT AREA                                        | MF: NA                                    | 1,500 SF                      |
| MIN. LOT WIDTH                                       | 55'                                       | 30'                           |
| MAX. LOT COVERAGE                                    | NA                                        | NA                            |
| <b>BUILDING SETBACKS**</b>                           |                                           |                               |
| MIN. FRONT YARD SETBACK (PRINCIPAL USES)             | 5'<br>(ALL CONDITIONS)                    | 0'                            |
| MIN. SIDE YARD SETBACK <sup>†</sup> (PRINCIPAL USES) | 0' (IN BLDG)<br>5' (ALL OTHER CONDITIONS) | 0'                            |
| MIN. SIDE YARD SETBACK <sup>†</sup> (ACCESSORY USES) | 0'                                        | 0'                            |
| MIN. REAR YARD SETBACK (PRINCIPAL USES)              | 5'                                        | 5'                            |
| MIN. REAR YARD SETBACK (ACCESSORY USES)              | 0'                                        | 0'                            |
| SETBACK FROM HWY 42 ROW                              | NA                                        | PARKING: 20'<br>BUILDING: 10' |
| SETBACK FROM COLLECTOR STREET ROW                    | PARKING: 10'<br>BUILDING: 10'             | PARKING: 10'<br>BUILDING: 10' |
| SETBACK FROM LOCAL STREET ROW                        | PARKING: 5'<br>BUILDING: 10'              | NA                            |
| SETBACK FROM GREEN WAYS AND OPEN SPACE               | PARKING: 0'<br>BUILDING: 0'               | PARKING: 0'<br>BUILDING: 0'   |
| MIN. BUILDING SEPARATION                             | 10'                                       | 10'                           |
| <b>MAX. BUILDING HEIGHT</b>                          |                                           |                               |
| PRINCIPAL USES                                       | MF: 35'                                   | 35'                           |
| ACCESSORY USES <sup>†</sup>                          | 20'                                       | 20'                           |

### COMMERCIAL:

Includes office, neighborhood retail, flex artisan space with is commercial, close proximity to the roadway, and complies with CDDSG and Comp Plan.

### ARCHITECTURE:

Second submittal, commercial. Foundry building broken into three components (south, center, north) with rooftop patios and a center atrium. Design elements and use similar to The Source

# DRAFT PLANNING COMMISSION MINUTES

in downtown Denver. Has high center atrium with several units coming off. Applicant anticipates restaurants. It is 35 feet in height, 14,110 sf, and has flex artisan space. North and south components are 28.5 feet in height and two stories. Reduced overall glazing but included material to coexist with Foundry. There are corrugated steel, metal frame windows, and step backs and setbacks from entrance.

## **RESIDENTIAL:**

Second submittal 32 total units.

- 24 age-restricted, 55 years and older.
- 8 non-restricted units.
- 35 feet maximum height.
- Good buffer between commercial and existing residential.
- BVSD says 8 unrestricted units will result in 1 student at Louisville Elementary School, 0 students at Louisville Middle School, and 1 student at Monarch High School.
- Residential broken into ground plane, middle plane, and top plane, each having a purpose.
  - Ground plane – more pedestrian-oriented, facing the roadways, active with sidewalks nearby.
  - Second plane – patio area for users.
  - Top plane – compatibility with use and architecture and stepped back. Architectural treatments provide shading and articulation and step back. Compatible with same Steel Ranch type of architecture in residential units and apartments.

## **PARKING:**

### Residential

- In LMC, 2 spaces required per unit.
- 32 units require 64 spaces.
- Enclosed garage spaces.

### Commercial

- 165 spaces.
- CDDSG requires 4.5 spaces per 1,000 sf for retail commercial.
- 5.16 spaces per 1,000 sf if measured at 85% gross leasable area (GLA) of 31,960 sf.
- 4.4 spaces per 1,000 sf at 37,600 sf (6 spaces less than required).
- Waiver approved through LMC multi-tenant reduction, public easements in excess of public land dedication, and exceptional design.

## **LANDSCAPING:**

- Waiver request to reduce amount of street trees.
- Requested because of existing easements and powerlines. Referral letter from Xcel requesting they approve landscaping before planted.
- Staff believes alternatives can be achieved in speaking with easement owners.
- Applicant shall continue to work with staff on final tree placement.

### Staff Recommendations:

Staff recommends approval of Resolution No. 39, Series 2015, with following conditions:

1. The 24 deed-restricted condominiums shall be for ages 55 and older. The 55 years and older age restriction shall be placed on the deed of each age-restricted unit and shall also be included in the subdivision agreement.
2. Staff recommends the wall signs of the In-line building, shown as vertical address numbers, be removed from the PUD and all wall signs must comply with Chapter 7 of the CDDSG and Chapter 17.24 of the LMC.

# DRAFT PLANNING COMMISSION MINUTES

3. The applicant shall remove the water tower element from the PUD package prior to recordation.
4. The applicant shall continue to work with the Parks Department on the type and location of additional trees along Highway 42, prior to recordation.
5. The applicant shall continue to work with the Public Works Department on the items listed in the September 25, 2015 memo. Each item shall be completed prior to recordation.
6. Residential and commercial development shall be constructed concurrently.

## Commission Questions of Staff:

**Moline** asks Russ about “stuff” that was left off the PUD?

**Russ** says there were notes on the PUD stating that the commercial would be built concurrently with the residential. The applicant can verify this. They were removed during the referral process without clear understanding from the planning department based on the public works request. We understand their request and staff can live with this PUD without the terms on it by simply having this condition than we can perform in the development agreement to make sure we time the building permits and the CO's together.

**Moline** asks about the age restriction. What is the origin of this?

**McCartney** says when staff talked about age restriction, the applicant had wanted to include residential on this development. We know that additional residential has an impact on the schools. Staff asked if you can do age restriction which typically does not come with an impact on the schools, we would work it out. The first condition is we need to have it located somewhere, that these are going to be age-restricted units that we carry forward with this project.

**Rice** asks about the zoning issue. It becomes a bit of an alphabet soup when we start talking about designations. The way this property is currently zoned is for this to be developed commercially. What we are being asked is to change that designation and turn it into essentially half commercial and half residential. One of the concerns I have when I read this, and it is expressed in a number of the submissions received from the public, is that if we go backwards in time and when this overall development was first conceived, I'm sure there was discussion about a balance between commercial and residential. That balance was reached and the proposal was approved, and the residential got built, but none of the commercial got built. So the commercial lots remained empty. The Lanterns project which is currently being constructed was commercial property as well. We rezoned that into residential.

**Russ** says a nuance to that is they expanded the Takoda GDP to include the office Summit. The original discussion of the residential-commercial balance of the market place was at the time, the portion of the property that was related to the Lanterns was not a part of that conversation. They expanded it to include it.

**Rice** says that essentially what we see going on, and again this is expressed in a number of submissions from the public, is that we have these developments that will have a balance between commercial and residential, but what we end up with is more and more residential. That is a concern of mine and a concern of many people. The overall question is why should we do them?

**McCartney** says the applicant can request anything and it is staff's job to take the request and apply it to the documents that staff uses for review (primarily technical review). We went through the steps of how we look at it. We apply it to the Comp Plan and surrounding zoning. We now have the fiscal analysis to see if this change will impact the overall services and finances of the City.

**Rice** says this seems like a planning issue and trying to strike a balance between how much residential we build and how much commercial space we have in the City. Ultimately, that has a lot of impact fiscally and economically. We have made a plan and then over time, we have slowly changed the plan to end up with a lot of residential.

# DRAFT PLANNING COMMISSION MINUTES

**McCartney** says if you look back at the 1989 GDP which was the north Louisville plan, they actually do call for commercial mixed-use in this area. I remember nine years ago when we looked at one of the original amendments to create the Takoda area. We had a different lay-out for the commercial, extending further into this development, and then we turned it more linear. This is a request from the applicant to provide more residential. It does comply with the 2013 Comp Plan as far as overall uses and the request for different types of housing mix.

**Russ** says planning documents are not exact documents. This is an important note for the community to understand. The Comp Plan is deliberately vague and is supposed to convey a character and a core set of principles for the public to determine what that means. CC and PC determine what this conceptual document means. It is not a zoning document because the State doesn't allow it to be. It is meant to be a character and a "feel" and CC's and PC's ultimate comfort. It gives PC some room to determine that deliberately. Staff simply evaluates it based on the principals and framework. An applicant can submit a very exact PUD and Staff uses every tool at the time to say, is it consistent with the Comp Plan. This new request, when compared to the character vision document, it meets the principals of that document. PC has the discretion to determine if that is the case or not.

**Brauneis** asks about evaluating different sites throughout the City that have proposed to move out of commercial use. We have identified areas that appear to be suboptimal locations for retail. This location seems to be perhaps the only undeveloped spot left within Louisville that has retail potential. From a planning perspective, wouldn't it make sense to push it further towards commercial-retail than residential?

**Russ** says in looking at the uses and total square footage allowed, half of the allowed commercial square footage would be retail. We are not trading, in my opinion, retail for residential. You are trading office for residential because the second floor will never perform as retail. Looking at the total square footage that is allowed in the market place, we are getting retail on the ground floor. We are getting flex office space that is somewhat gray. We certainly don't have, or anyone has, the true market potential to determine if that retail will be leased. We know with this condition that a built building has a better chance of being leased than a vacant lot. I don't look at this as residential for retail; I look at it as residential for office. The retail component is essentially the same size as the retail component of what was originally approved.

**O'Connell** says, in looking at page 3 in the packet and how the Indian Peaks filing in Lafayette is directly to the north of this, there are two spaces that are labeled commercial in yellow in Indian Peaks. Along the lines of retail in general, is the City aware of any moves to put in commercial in those areas?

**McCartney** says Lafayette just recently received a pre-submittal from WW Reynolds for 11 acres commercial that had a 59,000 sf box, and some associated uses. There was a neighborhood meeting that was listed in the paper. No Staff attended the meeting. The reception to the plan, from my reading of the article, was not positive. What they referenced was that the City of Lafayette immediate residents would like what is being proposed on the Foundry, perhaps primarily for the architectural design. They were not specific but they said they would like to see more of what is proposed at the Foundry in the WW Reynolds submittal. Since then, the City of Lafayette has requested a copy of the Foundry submittal and so has WW Reynolds. They both have copies of this submittal.

**O'Connell** asks if this development will be further along on a time frame?

**Russell** asks how long has this property been zoned commercial and available for the market?

**McCartney** says at least nine years.

**Russell** asks how much commercial square footage is on that lot today?

**McCartney** says none.

**Russell** asks how much, if approved tonight, would there be?

**McCartney** says 38,000 sf.

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Russell says we are not trading anything. You can't lose what you don't have. There is potential that has been there a very long time. Secondly, we are age-restricting this as a tool to manage demand in BVSD. We are now building age-restricted residential development in our city to manage the demand on BVSD.

**McCartney** says yes and partly a mix of housing types as requested by the Comp Plan. I think the underlying theme is to try and alleviate the impact on the school district.

**Russell** says what happens if you can't lease age-restricted units? Is it as simple as coming back to PC and asking for an amendment? Finally, what do you have against water towers?

**McCartney** says we called it architecturally confusing.

**Tengler** says the previous PUD had 48 residential units, is that correct?

**McCartney** says the original submittal of this Foundry had 48 residential units.

**Moline** asks if BVSD had a chance to comment on what would happen if this was not an age restricted project?

**McCartney** says BVSD might have. When we get the original submittal, we sent it to them. I can check to see if staff has those numbers. We did consult with BVSD during this process and we asked them how they look at 55 years and older as far having an impact. They use the numbers found in HUD for senior housing which states 55 years and older. It is their assumption is that 55 years and older would have zero impact on schools.

**Russ** adds from a senior prospective that the Comp Plan has broad reaching goals and the diversity of housing stock in serving our seniors is certainly very clearly stated in the Comp Plan. Yes, schools are a motivation but this residential development with required senior housing is more consistent with the Comp Plan than without.

**Brauneis** asks about traffic. How would this proposal compare to alternatives?

**Russ** says it would be less. Office and residential development are significantly higher trip generators than residential.

**Tengler** asks about net fiscal impacts. It looks like we are talking about an annual differential between developer numbers, the model numbers, and the original GDP of literally \$10,000 year and \$20,000 a year.

**Russ** says the numbers are very close. There are variables here. The original GDP produces about \$400,000 additional revenue over 20 years than what is being proposed.

**McCartney** says the BVSD numbers for the original submittal of 48 units were 3 for LES, 1 for LMS, and 5 for Monarch HS.

## Applicant Presentation:

**Justin McClure**, RMCS LLC, 21 South Sunset Street, Longmont, CO 80501.

I would like to begin by answering some questions. Commissioner Rice, McCartney is accurate. In 2006 was when the original GDP was approved. I was 26 years old, about a decade ago. What was reality then and what is reality now is different and we try to be as accurate as we possibly can when we come forward with comprehensive land development. I am personally very passionate about it. We have tried so many different ways to activate commercial space on that parcel through cooperation with 501(c)3 for which received final PUD approval. We spent money on construction documents that were unutilized. We are talking of hundreds of thousands of dollars of investment to try to get it off the ground. If you read the market analysis included in your packets, this goes back to 2006, listing the property with Becky Gamble. We couldn't ever make anything happen of substance. What we didn't want to do in the middle of the meltdown was fire-sale the property. To the north of us in Indian Peaks South, nothing disparaging against McStain and Indian Peaks South, but that property was sold at \$1.11/sf for the 11 acres. I can assure this PC that it will be very difficult to get a high quality user at that purchase price on land. That is troublesome. For me personally as an investor and creator in Steel Ranch, I have a significant vested interest in making sure that that property develops as quality as it possibly can. I think it is indicative of the challenges that my company has faced

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with bringing an entirely commercial product to market. In the original GDP, we generated a 0.3 FAR, 72,000 sf, of commercial space. More realistically in complying with CDDSG, complying with parking requirements, the maximum yield is 55,000 sf of space. Today, with the reduction of residential densities, elimination of drive-thru pads, we still are proposing 38,000 sf of office space which I find to be significant. We always said office in the past because it was so scary to bring retail to market in this environment. We don't want to represent retail and mismanage municipal expectations. The buildings we propose in this site plan are geared toward retail and have an emphasis on retail, and they are unique. They cater towards local entrepreneurs and local investors, not credit tenants. If we could have had a credit tenant on this parcel, it would have been done by now and we would be collecting rents. Instead, we have a nonperforming asset and we have an unfinished community. I drive by it every day and it is unfinished. We have a signal as Paschal. Steel Ranch is a wonderfully designed community and is a significant contribution to the quality of the city of Louisville, and in particular, northeast Louisville.

**Presentation:** There are significant adjustments to the original site plan. The planning department and the City of Louisville deserve substantial credit with pushing back in the front round of referral comments about overall quality and height impact to the community. We have proven to this PC and City Staff that we are really good listeners and if we have an opportunity to comply, we will do that. We reached out and had neighborhood meetings. It is not required by Code but I hope the residents of Steel Ranch and Indian Peaks South will communicate to this PC and CC that I have taken a tremendous amount of personal time to make sure I had time for each and every resident and all of their concerns. In addition to holding an incredible positive neighborhood meeting with the residents of Steel Ranch, I don't recall any individual being opposed to the application in front of you tonight. They were profuse in their praise and support. Some residents present tonight still have remaining concerns because nothing is ever going to be perfect. We are trying to address all concerns. We have eliminated drive-thrus and the staggering of units.

In getting into the history, we talked about the Lanterns. It was a split zoning in the original 1989 GDP. It is a pertinent distinction because it was PCZD-C/R. What we heard from the residents when we requested 24 ranch-style duplex units, that this would be a preferred use over large commercial buildings. Moving forward, the Lanterns are now under construction and I think it is a positive addition to the Steel Ranch community. They are empty nester friendly housing and while not age-restricted, they are zero step entries and Boulder Creek who is our building partner on that project, has done a fantastic job.

The Foundry will constitute the final piece that will complete Steel Ranch. From a plan view, we are providing a nice break from the transition on Kaylix Avenue and Steel Ranch Park, residential facing residential. We have multifamily product which is far more appropriate land transition when you talk about residential uses to a commercial concept than a single family detached patio home. I think the residents would support this concept and break and transition in land use.

The Foundry is my favorite part. I know Staff doesn't like the water tower, and I believe Director Russ called the water tower a cigarette butt. I want to give some background on it. There is a condition on the resolution of approval that says we will remove it. At the end of my presentation, I have a slide that shows it removed. We have been in the business of buying concrete batch plants for an extended period of time. DELO Phase I under construction now was an old concrete batch plant. We saved the silos and try to repurpose them in projects as we move forward. We also purchased over 20 acres in Longmont from Aggregate Industries, an old concrete batch plant. We have these big beautiful silos that we thought would be architecturally

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interesting and would be used for signage and continue to differentiate this product in Louisville. To go back to credit tenants and unique architecture and how do we make this special, we have to focus on entrepreneurs. We are trying to get a building and design. To Director Russ's comments, based on spec, this is a concept of the residential. The residential component allows us to build a commercial building in spec. We originally had annotations and notes on every sheet of the original submittal that commercial and residential product, building permit, would be pulled simultaneously. That is a commitment on behalf of my company to make sure that we are not going to go out there and build 32 residential units and the commercial continues to stagnate. It is my firm commitment.

Entering from Highway 42, you can see the proposed age-restricted condominiums that sit in the background. You will notice that these buildings are 2.5 story buildings at 35'. All buildings have elevators so it is zero step access and zero step entries. There are senior friendly floorplans in terms of office and master bedrooms being located right next to each other. The junior master is actually a guest suite which sits on the top floor. If any of you have had an opportunity to go out to the site and look at existing grade, it had commanding views. Steel Ranch in general has a significant amount of open space and parks and trees, but it has a beautiful backdrop of Indian Peaks and the Flatirons. We want to be able to take advantage of that view for future residents. You will notice our commitment to open space as staff has directed. We feel this is a good public amenity. From a municipal perspective, it is enjoyed by the public but maintained privately. We have been through conversations with Parks and Rec Department and City Staff over long term maintenance obligations. We propose public spaces and things that will be a benefit to the entirety of Steel Ranch without asking for any municipal maintenance.

We have an additional one acre under contract from the Summit View Group for \$11.00/sf. That is not a realistic market price but I am interested in comprehensively developing all of Steel Ranch and finishing it out. If we don't control that last acre, I don't have the ability to do that. A one acre parcel without access to drainage or off-site improvements that Steel Ranch has brought to the market presents a problem to the city of Louisville. Versus \$1.11/sf in Lafayette from WW Reynolds versus \$11.00/sf that my company is willing to pay, I want this PC and the City of Louisville knows how committed we are to quality development for the sake of the community. We also get a better project out of it and hopefully, we create better profits as a result. In theory, it should be a win-win.

Looking at the adaptable space, there is the Foundry Building. It would be fantastic to have landscape improvements within the Highway 42 corridor. It has been problematic for an extended period of time for logistical reasons. There is an Xcel gas pipeline that they have done eminent domain over, so we will work with them to make sure we can landscape and park on it appropriately. It is indicative of one of the many challenges in developing a parcel like this. Irrespective of commercial and residential uses, this is an inherent complex process and there are impediments throughout the process. In the adaptable space, we have unique architecture. It could be a restaurant or yoga studio or architect space. I got the concept from PCS who does a lot of the work in our entitlement packages. They office out of a building like this in Denver with 1800 sf on the ground level and 1200 sf of loft or mezzanine space. It makes for very flexible space with large garage doors that roll up in the back. We are not going to get a credit tenant. It will be a local entrepreneur and how do we create space and a sense of uniqueness that attracts local Boulder County entrepreneurs.

In looking at the condominiums, you can see the interface between a large garage roll up doors and the parking areas in the back of the adaptable space, as well as the 2.5 story

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condominiums. We have significant setbacks on the lower units to provide amenity space through landscaping.

The location of the connectivity between Cowboy Park to Steel Ranch Park to the center amenity to the Foundry to the residential purposes out to Highway 42 and future trail connectivity is positive. The location of it, the overall ability to finish it out and turn it into a public amenity with no maintenance expenses on behalf of the City of Louisville, is positive.

The Foundry building is shown with the water tower, and a second rendering shows the building without the water tower. We adjusted per Staff direction the symmetry of the building and adjusted the brick work. I would like to make it clear that it is an attempt on RMCS behalf to always be a good listener and cooperate to the best of our abilities.

## Commission Questions of Applicant:

**Brauneis** asks, other than the water town, how do you feel about the conditions?

**McClure** is fine with all conditions as stated by Staff. We have no problems with the conditions. The street tree locations will be a challenge. We have a fantastic design team. I am concerned about site lines. I want to make sure we have healthy visible CDDSG compliant landscaping adjacent to Highway 42.

**Moline** asks about the age restriction and any thoughts about it?

**McClure** says there are impacts on level of service. I try to ask anybody I interact with about how they feel about Steel Ranch. I can represent in a public forum that the vast majority of people I talk to will tell me they like what is going on in Louisville. I'd like the market to be as flexible as possible. If age restriction is what the City of Louisville feels is most appropriate for the Foundry, then I am happy to comply. It serves an important segment in the market place.

**Rice** says I do appreciate you speaking to my concerns and those that have been expressed by many others. It's all about balance. There are no absolutes in any of this and we all know that. I think your comments are well taken and you have attempted to address the balance.

**Russell** says regardless of age restriction, are you designing this for 55+? If we remove that, you would design it that way regardless?

**McClure** says it is designed for 55+. If it was removed, we would cater towards different demographic sets.

**Russell** asks if you feel people walked away from the neighborhood meeting with the belief that this was going to be a 55+ property.

**McClure** says yes, I represented it in the neighborhood meeting.

## Public Comment:

**Gary Larson**, 2189 Park Lane, Louisville, CO 80027

Out of the 68 patio homes in Steel Ranch, there are two homes that have young children in elementary school and three homes with high school children. We know it because we keep a community map of who lives where and we all know each other. We have parties once a month in the summer. We have a community email list and have used it to get support for RMCS position on this proposal. Justin reached out to us at the first stage of the project. We got feedback to the community which was very positive and very certain that we didn't want drive thrus, which have gone away. There is a lot of support for this project as there was for the Lanterns. Many of us spoke at PC as well as CC meetings. The demographic is there. We are older people living in the patio homes because it lends itself to that. I lived in Lafayette for nine years, I sold my 4,000 sf house on the fifth hole, and moved over the patio homes three years ago, and it has worked out great. We are very happy with the development there. Since I do get a lot of feedback from more than 20 houses in the patio homes, everybody is in favor of this project. I like the silo (water tower) and I don't see it as a cigarette butt. I highly encourage the

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PC to approve this project. We have gone through it with RMCS on two occasions. We used the same email list to get together for the WW Reynolds meeting regarding Indian Peaks South. There were over 150 people present, one-third was Steel Ranch residents. We are concerned about that because we see this project as very desirable, walking out to have dinner with great views. What is proposed just north in Lafayette is a big box store and two drive-thrus and a gas station. We are in the process of coalescing five different HOAs between Louisville and Lafayette and probably a sixth to get out the word to oppose the Lafayette development. At the same time, you will find no negative comments from anybody who lives in Steel Ranch, maybe elsewhere in Louisville, but in Steel Ranch. We are in favor of the age restriction. If it weren't there, it would still be that way, just like the patio homes are. It is empty nesters and who know the demographic. The impact on the schools has already been mentioned, 2 children at elementary and 1 at high school. The cash flow is positive even though McCartney punted it off to Russ, we have all heard the cash flow is good. The Takoda Metro Tax District is the largest single item in our property tax bill in Steel Ranch. It won't cut it in half but is going to help mitigate the debt burden in Takoda Tax District. I have two things I'd like to ask the City to consider. We would like to see some entrance off of Paschal and a modification of the median strip so that traffic can come in and turn into the complex rather than coming down and pulling a U-turn. I understand the City has a concern about stacking traffic back up onto Highway 42. My drawing shows a do-not-block box at Pine and Highway 42 going into Mountain High Appliance strip mall. If that works there, it could work here the same way. Traffic doesn't clog up the access into the site so that traffic can get in off of Paschal and not back up onto Highway 42. The lighting along Kaylix calls for seven lights. We are fine with the three street lights there and we'd like to see less light pollution.

**Dave Ireland**, 2388 Park Lane, Louisville, CO 80027

I moved to Louisville in 1981 and I live in the first house on the north part of the horseshoe that forms the patio homes in Steel Ranch. I think this is a great plan. It is a wonderful transition between the single family homes and the retail and commercial. I think it provides a great entrance into the City of Louisville, something we can all be proud of. I think this enhances the community rather than detracts from it. I urge you to approve it.

**Rick Miller**, 2974 Shoshone Trail, Lafayette, CO 80206

I live in Indian Peaks on the west side. I have been there for 11 years and I moved there from the Highland neighborhood in Denver. I was in the Highlands neighborhood before it did what it did. There was retail everywhere and retail space that was boarded up. Since then, look what has happened to that neighborhood. It's not just the historic retail that exists in the neighborhood but all the enhancements with Elitch's and Central Avenue and Boulder Avenue. So 11 years in Indian Peaks, we have all been screaming for something just like this across the street from us. We have all rejected the idea of a big box retail store (I have no idea who they think they will get going in across the street from us) and it was pretty evident the other night, last week, at the Lafayette Commission meeting. I can tell you that the Indian Peaks residents absolutely support this. The retail is exactly what we need. We all want walk to and bike to retail. The design of it looks great. As far as the condo piece, if they build 48 condos, that would be about 25% of what was built in the entire metro area this year. I heard someone say that what it doesn't lease to 55+. I don't know why, other than the schools, you want to age restrict it? I'm 53 years old and by the time my kids get out of the house, I'll be looking for something like this. We desperately need condos. I would support most condo projects out there. I encourage you to approve this project the way it is, except to lift the 55 age restriction.

**Sherry Sommer**, 910 S. Palisade Court, Louisville, CO 80027

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I understand this is compliant with the Comp Plan, the surrounding zoning, and the Urban Corridor Directives. I haven't heard anything about the South Boulder Small Area Plan. As I understood, CC gave a directive that no more residential housing would be approved in the South Boulder Small Area Plan. Does this fall within that?

**Russ** says the study area does fall within that but that plan has not been adopted by CC.

**Sommer** says it hasn't been adopted but they very strongly gave a directive that we would wait. We already have much residential in this area that has not been developed. We should wait and see what the impact will be before we develop more. This was originally planned as a PCZD-C. Is that a whole plan for an area when that was adopted? When this plan was originally adopted, was that North Main and Steel Ranch? What was included in that?

**Russ** says in 1989, the North Louisville Small Area Plan was adopted by CC that included this area as well as North End. PCZD-C was the first official zoning from the small area plan that was done in 2006. That was a Takoda GDP and that incorporates largely what we know as Steel Ranch, not North End.

**Sommer** says not as North Main.

**Russ** says that came as an additional phase, South Steel Ranch came in as a GDP amendment at a later date.

**Sommer** asks how much bargaining power does a developer have when they propose commercial initially? Now we are asking for a change in zoning to residential which has less of a positive fiscal impact. I think there is a fiscal impact and I would like to see the numbers on the original plan because now we have the current fiscal impact which seems positive, but it is positive relative to what? City planners talk a lot of vibrancy or vitality and this mixed-use having the commercial. I think we are lacking something in that area and, as Commissioner Rice was saying, it is being eroded. When you look at North Main, it has nothing to do with a main street, it's just residential. I think that is a loss for our community, not just fiscally but as a community as a whole. There is no place that I would go there. I have a question about the age restriction. Does that mean no children can live there? Is there a rule about that? I am 52 and I have a middle schooler so there are many older parents in this community. Would there be a rule that says children cannot live in those apartments, or does it mean that the adults have to be 55 and older? I have a question about the artisan space. Is that residential space potentially or is it commercial space? What is that? This is a quasi-judicial board and I need clarification on what that means. I have heard a lot of people saying, "Well, I like this, this would be good, my opinion is that it would be good". Is that part of the quasi-judicial restrictions or are we looking at the zoning and history of this plot?

**Moline** asks Sommer, when you are referring to North Main, I am not sure I understand what you are referring to.

**Sommer** says the big apartment buildings on South Boulder Road that are by Christopher Village and before Alfalfa's between there. It's called North Main.

**Russ** says Steel Ranch South subdivision or the North Main.

**Sommer** says when I saw that, I was thinking, North Main. That must mean it's a main street where you can go and get a cup of coffee or have a cute little store or do something that is like a Main Street. But there is none of that. If that was the original plan, I like that plan better.

**Michael Menaker**, 1827 W Choke Cherry Drive, Louisville, CO 80027

I want to come back to Commissioner Rice's original question which is why would we do this change? The short answer is honestly, we're smarter now. At the time, this was driven by an assumption, an oversight, and some confusion. The assumption was that under the old fiscal model, that every resident costs the city money. Therefore, if you accept that premise, the idea was then that commercial, and ideally retail, would be required on the site to offset the perceived cost of that residential development. Our new fiscal models are better. There has

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been a lot of discussion lately that we've learned in the last nine years that infill is not the same thing as rebuilds, and that assumption was basically incorrect. But more importantly, we have also learned that if we only flew up a few feet above the surface, instead of looking at this in a silo, there were vast areas of commercial and retail space almost immediately adjacent to this and North End which will bring similar request to you soon. That is the shopping center where King Sooper's, ARC, the old Blockbuster video, and that big shopping center. There was commercial space and at one time retail space directly to the south where the old Trek Bicycle Store was and now is a Cross Fit Studio and a Yoga studio where retail actually went out. We didn't understand at the time that we have actually lost hundreds of thousands of square feet along the US 36 corridor of retail space, and we have hundreds of thousands of more square feet that are standing vacant today. The fallacy was that a bigger pie pan made bigger pies. If you simply increase the number of commercial and retail square feet, it will all get filled. What we've learned is that it makes us thinner, runnier pies that satisfy no one. In fact, the standard of retail performance of dollars per square foot, not numbers of square feet. With a more sophisticated look at the models and a better understanding of the world in which we live, it's probably pretty appropriate to make this change. That is how we got here. That said, we also learned when we studied Alfalfa's, the question was often asked of the CEO of Alfalfa's, "Well, can't you just build the darn grocery store without those wrecked apartments?" The answer is absolutely not. At every public and private meeting, there were three here and two private meetings, in which they said over and over again, the store is not possible without the vitalization of the area from the adjacent apartments. You have a similar situation here. You can't give this land away over nine years at any price. There are a lot of guts in this project. To go ahead and commit to building the commercial concomitant with the residential is a real risk on their part but I think the bet is that the completion of the project area of Steel Ranch and vitalization and vibrancy that comes from the residential community will give them a fighting chance. Finally, I am really interested in your comments, Commissioner Russell. I too have nothing against water towers or silos and absolutely, there is no question that this restriction is a response to concerns over enrollment, especially at LES, whether that is justified or not.

**Lisa Zucker**, 798 Meadowlark Lane, Louisville, CO 80027

I speak for the one or two kids as I do have a second grader. I live in the patio homes. Just very quickly, I do want to give a plug for the 55+ component of this. I have heard opposition to the Foundry and the only opposition I have heard is from families at LES who are very concerned about enrollment. This is a legitimate concern. There is some buzz about how BVSD is coming up with their numbers that feed into the schools. There seems to be some concern that they are low-balling the numbers. That school is busting at the seams and even if you have a couple of children from each one of these little communities being built, it really does have an impact. I know that community is not really represented here. I do want to say that I do feel this is a legitimate concern. Everyone in Steel Ranch I know loves this plan. It is beautiful and it's exactly what I think many of the communities around want to see. Those opposed to the Foundry are appeased by the 55+ component of it.

Picture entered into record: Motion made by Brauneis, seconded by Russell. Passed by voice vote.

Questions to the Staff and Applicant:

**Russell** asks McClure about the lighting issue.

**McClure** says I have spoken with Mr. Larson about lighting. I followed up with my photometric consultants as well. The proposed lighting is based upon set criteria and set standards set by not only the City of Louisville but essentially national code standards. To be succinct, I chased everything down that I could.

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**Brauneis** asks about the left turn in proposal and the legality of the U-turn.

**Russ** says regarding a left hand turn at Paschal, there are several concerns that we have from a best transportation planning principle and traffic engineering. There are two moves that we would be concerned with: One is the left turn in and what delays it may have stacking up onto Highway 42 as well as the left turn out of Paschal and the availability to find the gap, and secondly, the whole role and purpose of Kaylix. Kaylix is the parallel road. We appreciate the design of the residential fronting residential which is good urban design. From a traffic planning perspective, Kaylix has a bigger life and it has a role of supporting Highway 42. Planning Staff who looks at transportation looks at it 30%. Public Works takes it to 100% design and is not comfortable with proposing a median break in between. The applicant's original proposal had no connection to Kaylix. We don't think U-turns are an issue. This submittal does have connections to Kaylix. Some grade has prevented the second driveway to the south from connecting to Kaylix, but the first driveway to the north does indeed connect to Kaylix. From traffic planning, we acknowledge that Pine Street is "what it is". That was approved at a time when traffic engineers didn't understand traffic dynamics. That was a stop gap. We recognize that it is a solution if that is the direction from CC. But Staff, both engineering and planning, do not accept that.

**Brauneis** also asks about how these deed restrictions work for age? Is it enforced by the HOA and is it restricted to ownership or occupancy?

**Russ** says we want it tied to the plat, the specifics of it are tied to the deed of the house itself. It is not an HOA issue, it's an ownership issue, with the ability to sell the house. The 55+ is the HUD standard. If we choose a definite date, the City is at risk of lawsuits of reasonable accommodation and discrimination. It exposes the City and the owners to a nonstandard which is why the age 55 was chosen.

**Brauneis** asks how that impacts the potential for children to live in the unit.

**Russ** says it doesn't, it is restricting the ownership. We are still a kid friendly town, and the intent of the age restriction is statistically there is less of a chance of having kids.

**Moline** asks about Paschal. Is there any reason to extend the median west? Could it prevent the U-turn?

**Russ** says there is left turn storage if you notice at Kaylix for the southbound left from Paschal. There is a left turn bay. There is opposite left turn bay to turn northbound off of Paschal to Highway 42. The left turn is accommodated and we would not extend it. That has been sized with the original commercial development program of this parcel. We need left hand turns to go to Kaylix. The only true enforcement with the geometrics is the truck may have done it but he may have done several turns, but a smaller vehicle could easily do it. We could put a No U-Turn Sign on there but from a geometric perspective, there is no real way to prohibit the U-turn from occurring other than enforcement.

**Brauneis** asks about confirmation regarding occupancy of the proposed flex art space. That is a commercial entity, correct?

**Russ** says yes, that is a commercial building. Residential would not be allowed.

## Closed Public Hearing and discussion by Commission:

**Rice** says this issue about turning all commercial space into residential space is a legitimate concern. I asked the question tonight because I think it is something we have to constantly be thinking about. Of course, when I ask questions, I am usually looking for answers and I think Justin has provided a very good defense to the proposal being made. To me, it is all about balance and so, what happens is you look at space at the time it is being asked to be developed and you say, are we compromising the commercial aspect to such an extent that it makes it undesirable or are we balancing it. I am convinced that great care has gone into this in terms of trying to meet all of the competing demands. I am in support of the proposal. The other thing I will say is that this is another shining example and what we should be very proud of, is the

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interactive process that occurs between our planning department and applicants. The first proposal that we see, and we didn't discuss it in any detail, is I don't think we would have such great support for that one as we do for the second one before us. The reason it is before us is because Staff has done such a good job of looking out for the interests of the citizens of Louisville to make sure this is high quality, well balanced project.

**Moline** says I am in agreement with Tom and I think this is a good project. I agree that I am happy to see the applicant work with Staff. One of the features I like about this is the way they have it laid out. I agree with the buffering concept of having these larger buildings on Kaylix that block some of the traffic noise from Highway 42 as it would go further west into the residential parts of the development. I think it is a thoughtful design. I am impressed with the design of the buildings themselves. I am in support of it. I am not exactly thrilled about the age restriction. I think there has been enough discussion about it amongst the residents and Staff here, so I am not oppose that condition, but I don't know that is the way to solve the school crowding issue by restricting age on this. I think 55 year old people are going to buy this anyway. I don't know about the age limitation.

**Brauneis** says I also find myself at this point in favor of the project. So many questions have had quality answers in many ways. I am not opposed to the water tank and I would like to hear other Commissioners' thoughts on it. It is currently proposed as a requirement especially given the history of it. Life gives you lemons, put the water tank up there, it's kind of funky and I like it.

**O'Connell** says I think I am in agreement with the comments of the other Commissioners about the balance being achieved between the commercial and the residential. I am more concerned about seeing more retail than I am more residential, especially considering that there are spots allotted to the north and Indian Peaks. It is a big question mark as to what is going in there. I hope, given the restriction and the demand from the citizens of Louisville, that there be more retail, and that you get this done quickly and get it in before Lafayette. Set the example and hopefully, there will be a push for a higher quality development to the north and not the big box that we hear about. If it were up to me, I would be in more favor of residential, but I get there is a demand and desire for the retail. I just hope it fills up. I am not a big fan of the age restriction on the units being built. I see it as being a little bit of a hindrance to the overall attractiveness of the condos. As someone who is farther away from that age restriction, I would actually be really interested in purchasing a condo like this. I think they are great ideas and I think even with a small child, it would be an attractive thing. I don't know if I want to push this hard. If we are going to reach an agreement, I am in favor of keeping the restriction. It sounds like the developer is making this work, but I want to throw out that it is not my choice to see that as a restriction. As for water tank is concerned, I can take it or leave it. I don't have enough information about what it looks like but I appreciate there is a nod to history and some effort to reuse things that have been removed from previous sites.

**Russell** says first of all, I am adamantly and strongly in favor of the water tower. I move that we remove that condition. I fully respect your perspective but I have been told frequently that we do not have design guidelines and design review in this community. I think that anybody who has been with me on this PC and I should note it in advance of my comments, that this is my last meeting, so I have to go out on a high note but with a little bit of a bang. I never let a good fight go unpicked. I do not take my direction from the CC outside of formally adopted policy that is regulatory. In fact, as a citizen, they take it from me just like we take it from you. I want to be absolutely clear, in my opinion, what distinguishes this PC is that this is a place where rational dialogue and rational planning carries the day usually, not always, but usually. It doesn't mean we always make the decision that everyone wants us to make, but it is not a place for politics and not a place for pandering. I will say for the record that CC punted on its opportunity to tell us what to do here when it cross-hatched the Comp Plan. They just said, we don't want to get into it. So here we are doing this and I think we are going to make a good decision. I want to make it very clear that I am a citizen of this community and they take direction from me and they take

# DRAFT PLANNING COMMISSION MINUTES

direction from all of you as well. We don't all agree but we should voice our opinions. With that out of my system, I will tell you that first of all, I love the retail approach here. I think you are doing something frankly that I don't think anybody has done up here, which is create this really flexible interesting scalable space. I am a huge fan of The Source. If you haven't been to The Source, you should go down there and check it out. It is interesting and vibrant and it is not big enough and there is not enough of it, but it is really, really interesting. I think if you can come even close to that, I think you are making a real contribution and you are actually creating retail space that will be used. Who cares if you create it if nobody ever uses it? I think this is a space that will be used. I don't want to tinker with the transportation. Designing transportation infrastructure on the fly in a PC is a terrible idea. I think inserting this access between Kaylix and Highway 42 has the making of a total disaster. I know it is not ideal for users, but from a transportation perspective, it would be a complete cluster. Finally, on the senior housing question, I think the developer has made a commitment to a key constituency, his community. These are people who will live with this. To remove that would drive fundamental redesign of the facility. I think it would probably change some of the demand that gets generated there. I will separate these issues. I think we need to stick with the 55+ housing. I am doing the arithmetic that about the time my youngest kid is out of the house, I will be eligible. I will not admit my age but I'm getting close. I think as an issue specific to this project, I think can't mess with that. It is too fundamental and it is a major component of this project. I would be reluctant to unravel that. This is an issue my fellow Planning Commissioners will deal with in the future, 55+ housing is a terrible tool to manage public school demand. I think it is a terrible approach to it. It puts on us and developers this responsibility to fix a problem that we, as a community need to fix well beyond the realm of the built environment. I can think of some worse ways to manage school demand but it is a terrible way to approach it. I hope that we as a community can get around this issue and deal with it in the future. In summary, I like the project. It's a great one and I'm going to support it.

**Tengler** says I am also in support of this. I do appreciate Commissioner Rice's commentary about what is really a bit of a slippery slope. At what point does this conversion of commercial or retail into residential become very problematic? I fall back on the notion that businesses and communities vote with their dollars. There are too many instances of vacant retail space and vacant commercial space and undeveloped commercial space that I think we need to find a balance. We can't just be hidebound and suggest that after nine years, it should just be a flip of a switch where they can go out and find commercial renters or commercial purchasers. I think we need to be cognizant of the fact that again, the economic conditions in the immediate area tend to dictate what will work. We also had a project come up just before this where we are seeing 150,000 sf of commercial development out in the CTC and we have seen a number of those developments over the last couple of years. There is a demand for it but it is not necessarily in the North End or in Takoda or in Steel Ranch. We have got to be flexible as a PC and a community to say, "What is working and how do we make the best of this?" This is another example of where RCMS has worked brilliantly with Staff and come up a great project. I am very much in support. Before I ask for a motion, I would like to ask the PC if you are interested in removing Condition #3 on the water tower element?

Motion made by Russell to approve **The Foundry Final Plat/PUD: Resolution 39, Series 2015**. A resolution recommending approval of a rezoning, final plat and final Planned Unit Development (PUD) to construct a multi-use development consisting of 24 age restricted condominiums, and 38,000 sf commercial/office.

1. The 24 deed-restricted condominiums shall be for ages 55 and older. The 55 years and older age restriction shall be placed on the deed of each age restricted unit and shall also be included in the subdivision agreement.

# DRAFT PLANNING COMMISSION MINUTES

2. Staff recommends the wall signs of the In-line building, shown as vertical address numbers, be removed from the PUD and all wall signs must comply with Chapter 7 of the CDDSG and Chapter 17.24 of the LMC.
3. The applicant shall remove the water tower element from the PUD package prior to recordation. (to be removed)
4. The applicant shall continue to work with the Parks Department on the type and location of additional trees along Highway 42, prior to recordation.
5. The applicant shall continue to work with the Public Works Department on the items listed in the September 25, 2015 memo. Each item shall be completed prior to recordation.
6. Residential and commercial development shall be constructed concurrently.

Seconded by O'Connell. Roll call vote.

| Name                  | Vote |
|-----------------------|------|
| Chris Pritchard       | N/A  |
| Jeff Moline           | Yes  |
| Ann O'Connell         | Yes  |
| Cary Tengler          | Yes  |
| Steve Brauneis        | Yes  |
| Scott Russell         | Yes  |
| Tom Rice              | Yes  |
| Motion passed/failed: | Pass |

Motion passes 6-0.

City Council – Public Hearing

**The Foundry PUD**

Ordinance No. 1712, Series 2016

Ordinance No. 1713, Series 2016

Resolution No. 3, Series 2016

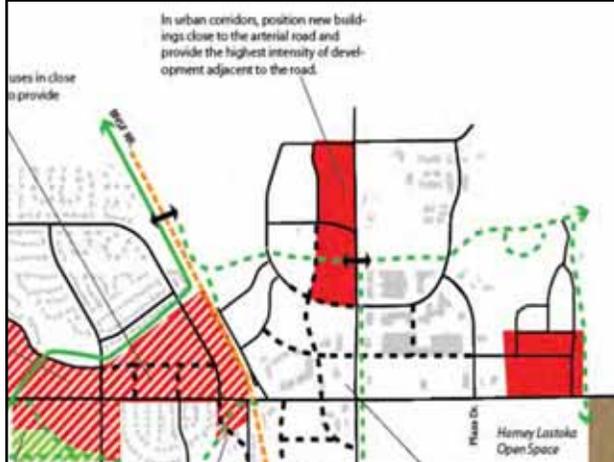
A REQUEST FOR A REZONING, FINAL PLAT AND FINAL PLANNED UNIT DEVELOPMENT (PUD) TO CONSTRUCT A MULTI-USE DEVELOPMENT CONSISTING OF 24 AGE RESTRICTED CONDOMINIUMS, 8 NON-RESTRICTED CONDOMINIUMS, AND 38,000 SF COMMERCIAL AND OFFICE LAND USES.

**The Foundry PUD**



- Located in north Louisville
- Zoned PCZD-C
- Requesting PCZD-C/R
- 5.82 acres
- Requesting Mixed-Use
- South of Indian Peaks, Filing 17

## The Foundry PUD Rezoning



The 2013 Comp Plan identifies this area as an “Urban Corridor” with focus on:

- commercial
- office
- neighborhood retail
- residential density allowance up to 25 units per acre.

## The Foundry PUD Rezoning



Principal NH-5

- Mix of Housing types
- Multi-generational needs
- Empty nesters

Proposing 24 age restricted units for empty nesters

**The Foundry PUD**  
Rezoning



Surrounded by  
PZCD-C/R and  
PZCD-R

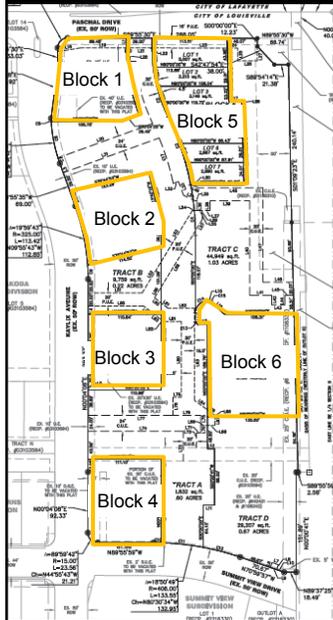
Complies with  
surrounding zoning

**The Foundry PUD**  
Rezoning

| Cumulative Combined Funds Results (x\$1,000) - Scenario Comparisons (x\$1,000) |                |             |                |             |                |             |
|--------------------------------------------------------------------------------|----------------|-------------|----------------|-------------|----------------|-------------|
| City of Louisville                                                             |                |             |                |             |                |             |
| Fiscal Impact Model                                                            |                |             |                |             |                |             |
|                                                                                | SCENARIO       |             |                |             |                |             |
|                                                                                | Developer      |             | Model          |             | Original       |             |
| Revenue by Fund                                                                | Numbers        | %           | Numbers        | %           | Gdp            | %           |
| General Fund                                                                   | \$2,313        | 58%         | \$2,256        | 58%         | \$2,660        | 64%         |
| Urban Revitalization District Fund                                             | \$0            | 0%          | \$0            | 0%          | \$0            | 0%          |
| Open Spaces & Parks Fund                                                       | \$355          | 9%          | \$353          | 9%          | \$368          | 9%          |
| Lottery Fund                                                                   | \$0            | 0%          | \$0            | 0%          | \$0            | 0%          |
| Historic Preservation Fund                                                     | \$123          | 3%          | \$122          | 3%          | \$130          | 3%          |
| Capital Projects Fund                                                          | \$1,189        | 30%         | \$1,183        | 30%         | \$1,030        | 25%         |
| <b>TOTAL REVENUE</b>                                                           | <b>\$3,980</b> | <b>100%</b> | <b>\$3,914</b> | <b>100%</b> | <b>\$4,188</b> | <b>100%</b> |
| Expenditures by Fund                                                           |                |             |                |             |                |             |
| General Fund                                                                   | \$734          | 41%         | \$672          | 42%         | \$691          | 46%         |
| Urban Revitalization District Fund                                             | \$0            | 0%          | \$0            | 0%          | \$0            | 0%          |
| Open Spaces & Parks Fund                                                       | \$154          | 9%          | \$129          | 8%          | \$86           | 6%          |
| Lottery Fund                                                                   | \$0            | 0%          | \$0            | 0%          | \$0            | 0%          |
| Historic Preservation Fund                                                     | \$123          | 7%          | \$122          | 8%          | \$130          | 9%          |
| Capital Projects Fund                                                          | \$770          | 43%         | \$664          | 42%         | \$611          | 40%         |
| <b>TOTAL EXPENDITURES</b>                                                      | <b>\$1,782</b> | <b>100%</b> | <b>\$1,588</b> | <b>100%</b> | <b>\$1,518</b> | <b>100%</b> |
| NET FISCAL RESULT BY FUND                                                      |                |             |                |             |                |             |
| General Fund                                                                   | \$1,580        |             | \$1,584        |             | \$1,969        |             |
| Urban Revitalization District Fund                                             | \$0            |             | \$0            |             | \$0            |             |
| Open Spaces & Parks Fund                                                       | \$200          |             | \$224          |             | \$281          |             |
| Lottery Fund                                                                   | \$0            |             | \$0            |             | \$0            |             |
| Historic Preservation Fund                                                     | \$0            |             | \$0            |             | \$0            |             |
| Capital Projects Fund                                                          | \$419          |             | \$519          |             | \$419          |             |
| <b>NET FISCAL IMPACT</b>                                                       | <b>\$2,199</b> |             | <b>\$2,327</b> |             | <b>\$2,670</b> |             |

## The Foundry PUD

### Site Plan



|         | Area       | Ownership              | Use                         |
|---------|------------|------------------------|-----------------------------|
| Tract A | 1.6 acres  | Takoda Properties Inc. | Access/Access Drive/Parking |
| Tract B | .22 acres  | Takoda Properties Inc. | Public plaza, parking       |
| Tract C | 1.03 acres | Takoda Properties Inc. | Parking/Highway 42 Access   |
| Tract D | .67 acres  | Takoda Properties Inc. | Parking                     |
| Block 1 | .33 acres  | Takoda Properties Inc. | Residential                 |
| Block 2 | .32 acres  | Takoda Properties Inc. | Residential                 |
| Block 3 | .30 acres  | Takoda Properties Inc. | Residential                 |
| Block 4 | .32 acres  | Takoda Properties Inc. | Residential                 |
| Block 5 | .53 acres  | Takoda Properties Inc. | Commercial (Lots 1-7)       |
| Block 6 | .5 acres   | Takoda Properties Inc. | Commercial (Foundry)        |

### Public Land Dedication (PLD)

- 3% additional PLD for residential portion of property
- Commercial zoning already dedicated

## The Foundry PUD

### Original Site Plan



- 3 access points
- No access to Kaylix St.
- 48 residential units
- 56,200 SF commercial
  - Two story in-line commercial
- Two drive-thru's
- Two inline commercial uses
- Received communication from residents requesting age restricted housing and no drive-thru's
- Applicant resubmitted



**The Foundry PUD**

**Site Plan**

- Access – 4 primary points
  - Highway 42 – right-in/out
  - Paschal Dr. – right-in/out
  - Kaylix St. – full
  - Summit View – full
- 32 residential units
  - 24 age restricted to 55 years
- 37,600 SF commercial
  - 2 story in-line 17,850 SF
  - Flex commercial 14,110 SF
- No drive-thru's
- 229 parking spaces



**The Foundry PUD**

**Bulk and Dimension Standards**

| BULK AND DIMENSION STANDARDS             |                                           |                             |
|------------------------------------------|-------------------------------------------|-----------------------------|
|                                          | RESIDENTIAL                               | COMMERCIAL                  |
| MIN. LOT AREA                            | 32                                        | 1,100 SF                    |
| MIN. LOT WIDTH                           | 32                                        | 32                          |
| MIN. LOT COVERAGE                        | NA                                        | NA                          |
| <b>BUILDING SETBACKS**</b>               |                                           |                             |
| MIN. FRONT YARD SETBACK (PRINCIPAL USES) | 0' (ALL CONDITIONS)                       | 0'                          |
| MIN. SIDE YARD SETBACK (PRINCIPAL USES)  | 0' (IN BLDG)<br>5' (ALL OTHER CONDITIONS) | 0'                          |
| MIN. SIDE YARD SETBACK (ACCESSORY USES)  | 0'                                        | 0'                          |
| MIN. REAR YARD SETBACK (PRINCIPAL USES)  | 0'                                        | 5'                          |
| MIN. REAR YARD SETBACK (ACCESSORY USES)  | 0'                                        | 0'                          |
| SETBACK FROM HBY 42 ROW                  | NA                                        | PARKING 20'<br>BUILDING 10' |
| SETBACK FROM COLLECTOR STREET ROW        | PARKING 10'<br>BUILDING 10'               | PARKING 10'<br>BUILDING 10' |
| SETBACK FROM LOCAL STREET ROW            | PARKING 5'<br>BUILDING 10'                | NA                          |
| SETBACK FROM GREENWAYS AND OPEN SPACE    | PARKING 0'<br>BUILDING 0'                 | PARKING 0'<br>BUILDING 0'   |
| MIN. BUILDING SEPARATION                 | 10'                                       | 10'                         |
| <b>MAX. BUILDING HEIGHT</b>              |                                           |                             |
| PRINCIPAL USES                           | 30'                                       | 30'                         |
| ACCESSORY USES                           | 20'                                       | 20'                         |

Height complies with CDDSG

Setbacks comply with GDP

2-3 story complies with Comp Plan



## The Foundry PUD

### Commercial

- Including:
  - Office
  - Neighborhood retail
  - Flex artisan space
  - Close proximity to the roadway
- Complies with CDDSG and Comp Plan

## The Foundry PUD

### Architecture – Original Submittal



- 30 feet in height;

The Foundry PUD

Architecture – 2<sup>nd</sup> Submittal, Commercial



- 35 feet in height
- 14,110 SF
- Flex artisan space
- “The Source”

The Foundry PUD

Architecture – 2<sup>nd</sup> Submittal, Commercial



- 28.5 feet in height; 2 story
- 17,850 SF



**The Foundry PUD**

**Residential**



- 32 units
- 24 age restricted; 55 years and older
- 8 non-restricted units
- 35 feet max. height
- Buffer between commercial and existing residential
- BVSD says 8 unrestricted units will result in 1 student at LES, 0 students at LMS, and 1 student at Monarch High

**The Foundry PUD**

**Architecture – Original Submittal**



- 40-45 feet in height; 48 units non-restricted units

Architecture – 2<sup>nd</sup> Submittal, Residential



- 35 feet in height; 32 Residential units; 8 unrestricted



Parking  
Residential



- 64 spaces; 2 per unit
- Enclosed garage spaces
- Complies with LMC



**The Foundry PUD**

**Commercial**



- 165 spaces
- CDDSG requires 4.5 spaces per 1,000 SF
- 5.16 spaces per 1,000 SF if measured at 85% GLA (31,960 SF)
- 4.4 spaces per 1,000 SF at 37,600 SF (6 spaces less than required)
- Waiver approved through LMC multi-tenant reduction, public easements in excess of PDL, and exceptional design



**The Foundry PUD**

**Landscaping**

- Waiver request to reduce amount of street trees
- Requested because of existing easements and powerlines
- Staff believes alternatives can be achieved in speaking with easement owners
- Applicant shall continue to work with staff on final tree placement



Staff recommends approval of Ordinance No. 1712, Series 2016, Ordinance No. 1713, Series 2016, Resolution 3, Series 2016, with the following conditions:

1. The 24 deed restricted condominiums shall be for ages 55 and older. The 55 years and older age restriction shall be placed on the deed of each age restricted unit and shall also be included in the subdivision agreement.
2. Staff recommends the wall signs of the In-line building, shown as vertical address numbers shall comply with the CDDSG.

Staff recommends approval of Ordinance No. 1712, Series 2016, Ordinance No. 1713, Series 2016, Resolution 3, Series 2016, with the following conditions(continued):

3. Residential and Commercial Development shall be constructed concurrently.
4. The applicant shall continue to work with the Parks Department on the type and location of additional trees along Highway 42, while still meeting the CDDSG standard, prior to recordation.
5. The applicant shall continue to work with the Public Works Department on the items listed in the September 25, 2015 memo. Each item shall be completed prior to recordation.

Cumulative Combined Funds Results (x\$1,000) - Scenario Comparisons (x\$1,000)  
 City of Louisville  
 Fiscal Impact Model

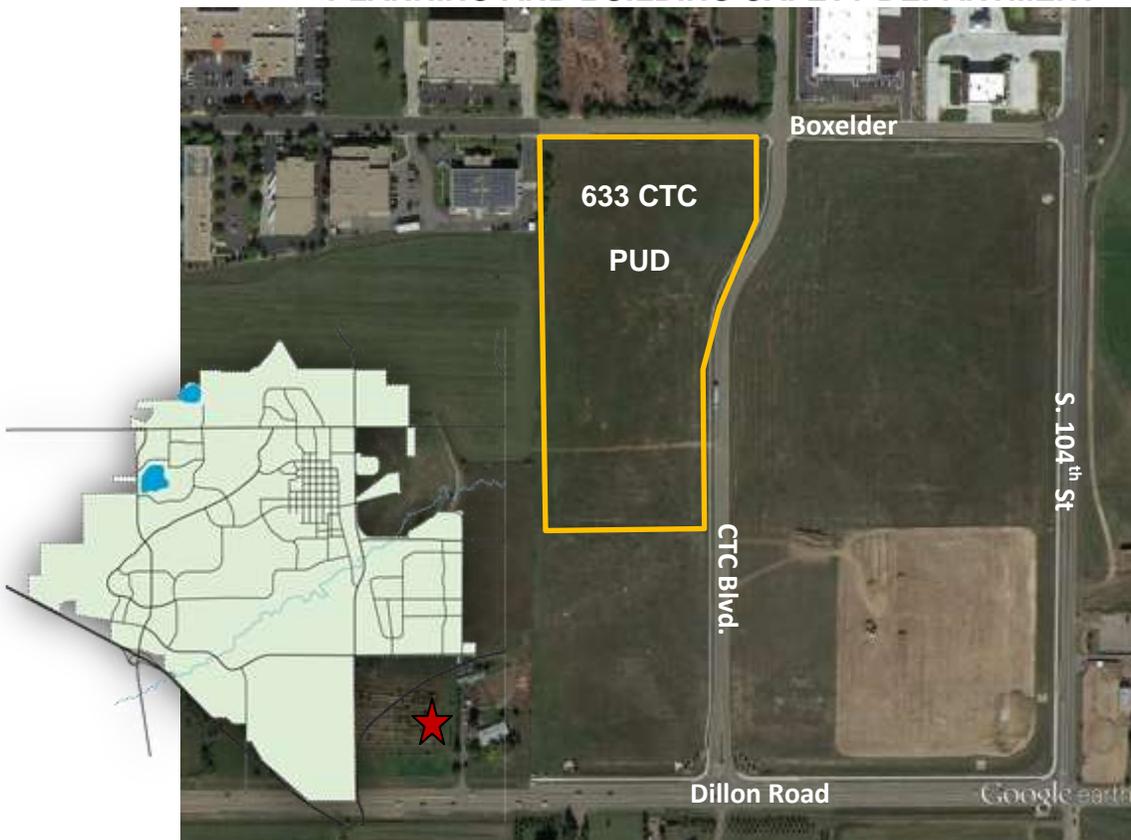
| Revenue by Fund                    | SCENARIO          |             |                |             |                |             |
|------------------------------------|-------------------|-------------|----------------|-------------|----------------|-------------|
|                                    | Developer Numbers | %           | Model Numbers  | %           | Original Gdp   | %           |
| General Fund                       | \$2,313           | 58%         | \$2,256        | 58%         | \$2,660        | 64%         |
| Urban Revitalization District Fund | \$0               | 0%          | \$0            | 0%          | \$0            | 0%          |
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| Lottery Fund                       | \$0               | 0%          | \$0            | 0%          | \$0            | 0%          |
| Historic Preservation Fund         | \$123             | 3%          | \$122          | 3%          | \$130          | 3%          |
| Capital Projects Fund              | \$1,189           | 30%         | \$1,183        | 30%         | \$1,030        | 25%         |
| <b>TOTAL REVENUE</b>               | <b>\$3,980</b>    | <b>100%</b> | <b>\$3,914</b> | <b>100%</b> | <b>\$4,188</b> | <b>100%</b> |
| <b>Expenditures by Fund</b>        |                   |             |                |             |                |             |
| General Fund                       | \$734             | 41%         | \$672          | 42%         | \$691          | 46%         |
| Urban Revitalization District Fund | \$0               | 0%          | \$0            | 0%          | \$0            | 0%          |
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| Capital Projects Fund              | \$770             | 43%         | \$664          | 42%         | \$611          | 40%         |
| <b>TOTAL EXPENDITURES</b>          | <b>\$1,782</b>    | <b>100%</b> | <b>\$1,588</b> | <b>100%</b> | <b>\$1,518</b> | <b>100%</b> |
| <b>NET FISCAL RESULT BY FUND</b>   |                   |             |                |             |                |             |
| General Fund                       | \$1,580           |             | \$1,584        |             | \$1,969        |             |
| Urban Revitalization District Fund | \$0               |             | \$0            |             | \$0            |             |
| Open Spaces & Parks Fund           | \$200             |             | \$224          |             | \$281          |             |
| Lottery Fund                       | \$0               |             | \$0            |             | \$0            |             |
| Historic Preservation Fund         | \$0               |             | \$0            |             | \$0            |             |
| Capital Projects Fund              | \$419             |             | \$519          |             | \$419          |             |
| <b>NET FISCAL IMPACT</b>           | <b>\$2,199</b>    |             | <b>\$2,327</b> |             | <b>\$2,670</b> |             |

**SUBJECT: 633 CTC BOULEVARD PLANNED UNIT DEVELOPMENT**

- 1. ORDINANCE NO. 1714, SERIES 2016 – AN ORDINANCE APPROVING THE VACATION OF VARIOUS EASEMENTS ON LOTS 2, 3, 5, AND 16 OF COLORADO TECHNOLOGICAL CENTER FILING NO.2 SUBDIVISION – 1<sup>ST</sup> Reading – Set Public Hearing 01/19/2016**
- 2. RESOLUTION NO. 4, SERIES 2016 – A RESOLUTION TO APPROVE A FINAL PLANNED UNIT DEVELOPMENT (PUD) PLAN TO CONSTRUCT A 120,581 SF SINGLE STORY INDUSTRIAL/FLEX BUILDING WITH ASSOCIATED SITE IMPROVEMENTS FOR LOT 1, BLOCK 4, THE BUSINESS CENTER AT CTC - 1ST Reading – *CONTINUE TO 01/19/2016***

**DATE: JANUARY 5, 2016**

**PRESENTED BY: SEAN MCCARTNEY, PRINCIPAL PLANNER  
PLANNING AND BUILDING SAFETY DEPARTMENT**



**SUMMARY:**

The applicant, Etkin Johnson Group, is requesting approval of a final Planned Unit Development (PUD) to allow for the construction of a 153,018 square foot industrial flex building. The site is located in the Colorado Technology Center (CTC) at the southwest corner of CTC Boulevard and Boxelder Street on Lots 3, 4, 5, and 16 of the CTC Filing 2 subdivision. The property is zoned Industrial (I) and is subject to the Industrial Development Design Standards and Guidelines (IDDSG).

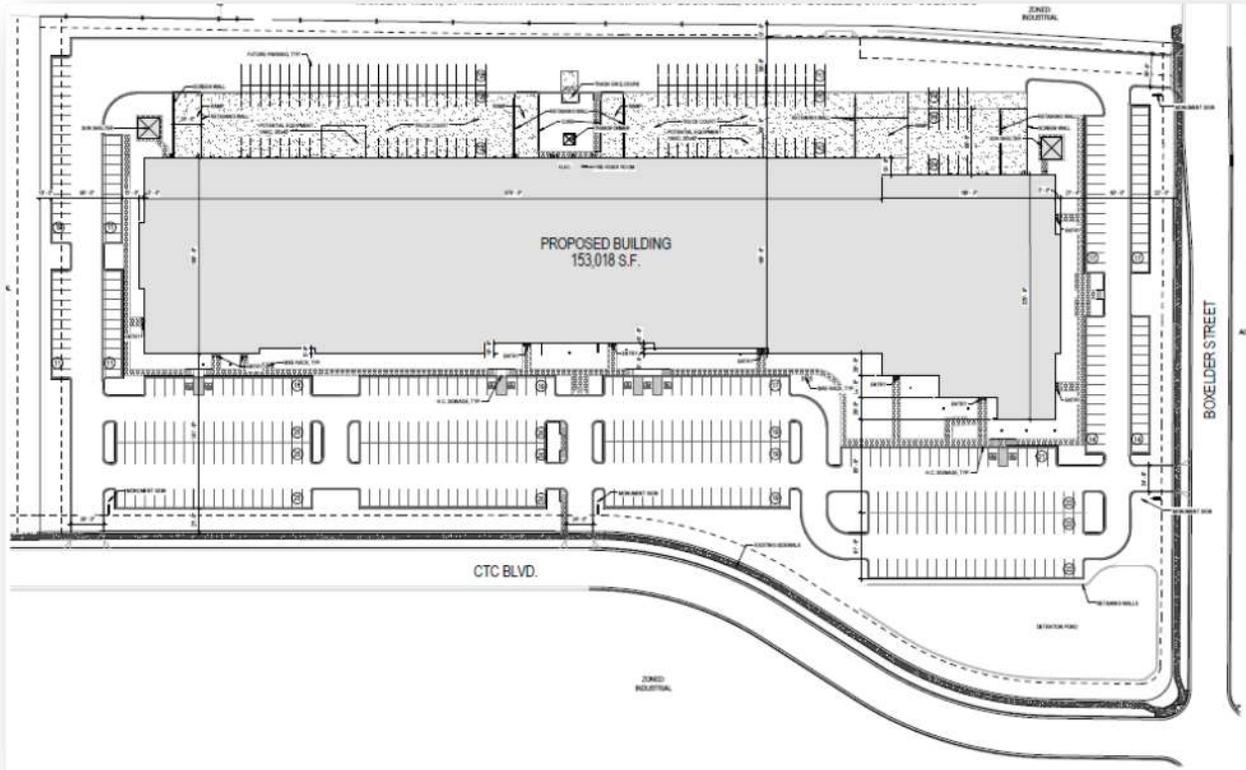


**Site Plan**

The proposed site plan's lot coverage and setbacks meet the requirements of the IDDSG. The proposed building foot print, parking, and driveways, if approved, will cover 74% of the site. The IDDSG permit a maximum 75% lot coverage. The remainder of the site would be landscaped setback areas and landscaped drainage facilities.

Surface parking is proposed on the north, east and south sides of the building, while the loading area, with loading docks and trash enclosures, is proposed on the west side of

the structure. The trash enclosure would be screened with a concrete wall and a painted steel gate. The loading docks would be set back approximately 123 feet from the western property line and would be screened with landscaping and trees. Based on setbacks, the proposed site plan has no waivers to the standards outlined in the IDDSG.



**Parking**

The applicant is proposing 457 parking spaces, in excess of the IDDSG requirements, for warehouse/industrial uses. The IDDSG requires a minimum parking ratio of 2.0 parking space per 1,000 square feet of floor area for flex office/warehouse uses and 4.0 spaces per 1,000 square feet of floor area for strictly office uses. The site provides capacity for an additional 134 spaces should a future tenant change the mix of proposed office and warehouse uses within the building.

The proposed parking plan is designed for the following:

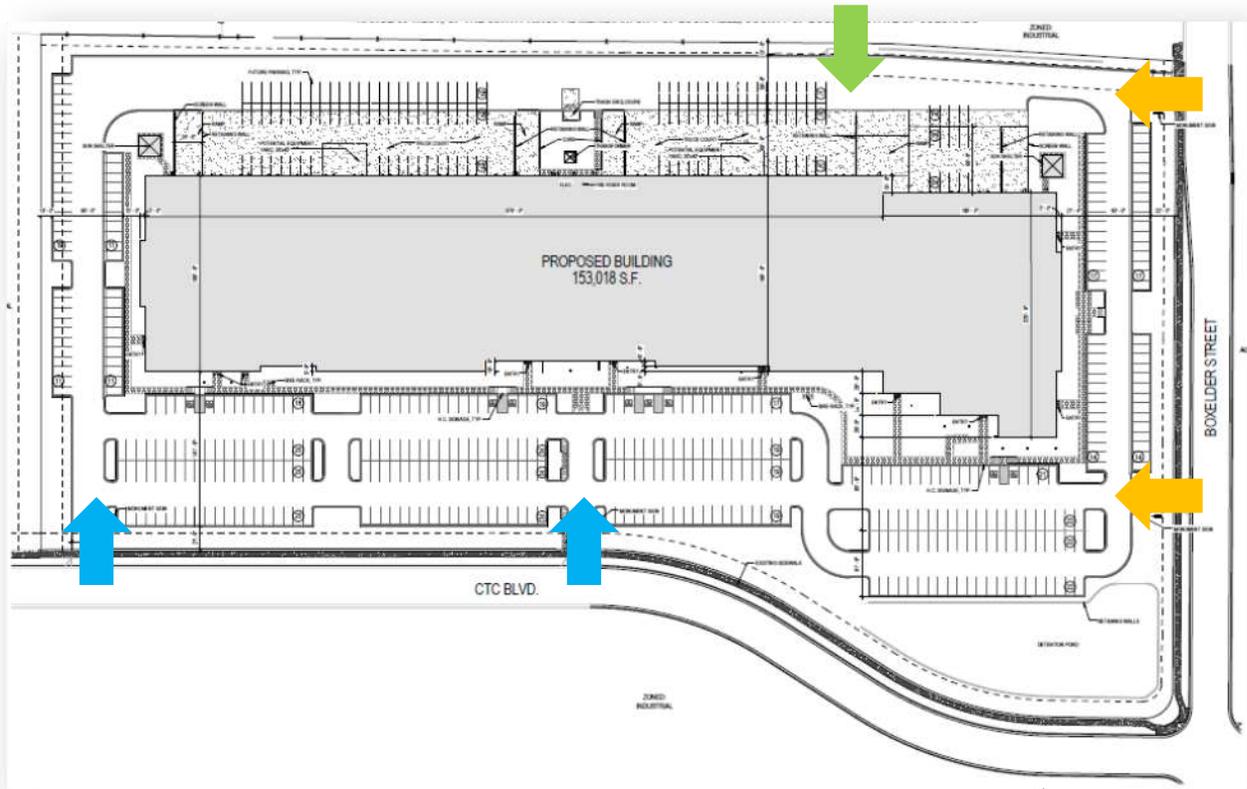
| <b>Parking Plan</b>             | <b>Required</b>                       | <b>Proposed</b>          | <b>Total</b> |
|---------------------------------|---------------------------------------|--------------------------|--------------|
| <i>Warehousing With Loading</i> | 2 spaces per 1,000 SF<br>(307 spaces) | 2.73 spaces per 1,000 SF | 421 spaces   |
| <i>Office Without Loading</i>   | 4 spaces per 1,000 SF<br>(612 spaces) | 3.7 spaces per 1,000 SF  | 558 spaces   |

The proposed parking plan “with loading” is designed for a building which has warehouse use *AND* office use. The parking plan “without loading” is designed for a building which has *ALL* office use. The “office without loading” amount of 3.7 spaces per 1,000 square feet requires a waiver from the IDDSG.

Section 17.28.120 states City Council may approve a waiver if “waiver is warranted by the design and amenities incorporated in the development plan...” In this circumstance, the PUD would provide access to allow the extension of an access drive between the Colorado Technological Center (CTC) and the Louisville Corporate Campus to the west. Also, Section 17.20.090 allows for additional parking spaces to be located with “700 feet from the building or use.” Should 633 CTC Blvd. be built out for all office use, the users of the building would be able to acquire additional parking from the Louisville Corporate Campus to the west by using the roadway connection which is discussed above. For these reasons, staff believes the waiver request is acceptable and recommends approval.

*Vehicular and Pedestrian Circulation*

The applicant proposes four primary vehicular access points to the site; two along CTC Blvd., providing access to the front of the building and eastern parking area, and two on Boxelder Street (north). One additional driveway on the western side of the building would provide a secondary access between this property and the development located at 10101 Dillon Road, formally known as the *Louisville Corporate Campus at CTC*.



The site plan includes internal sidewalks to provide access from the parking areas to the front door of the building. The Sidewalk Plan for CTC calls for sidewalks to be located only on the south and west side of roadways. There are existing sidewalks surrounding the property consistent with the CTC Sidewalk Plan. Therefore, no additional sidewalks are proposed, or required for the perimeter of the property.

### **Architecture**

The majority of the proposed building would be constructed with concrete tilt up panels incorporating reveals and recesses in the façade. The color of the requested façade varies between Panda White, Universal Khaki and Regatta Blue. The metal canopy is proposed to have a *Berridge Preweathered Galvalume* material. The trash enclosures are proposed to be screened with matching concrete panels and a painted steel gate.

The main entrance to the facility would be located on the west side of the building, along CTC Blvd. The proposed entrance includes a concentration of windows and a canopy above the door. Elements of the proposed entrance canopy are also found on the corners of the building. The requested window pattern is consistent along the entire façade of the proposed building. Windows on the corners are proposed to be 20 feet in height, and stepping down to 9 feet in height as they transition towards the center of the building. Windows at the center of the building's façade are proposed to be 10 and 16 feet in height.



A varied roof line is proposed between 37 and 33 feet in height. The maximum proposed building height of 37 feet is below the maximum permitted height of 40 feet found in the IDDSG. All proposed roof mounted mechanical equipment would be setback a minimum of 20 feet from the building parapet, and would be painted to match the dominant color of the building.

The proposed 836 feet long building façade is allowed within the IDDSG. Staff believes the articulated roofline, varied color, step backs in the facade, and vertical landscaping would lessen the scale of the building and would help break up the perceived length of the building.

### ***Landscape Plan, Drainage and Retaining Walls***

Landscaping is proposed to be used to screen the parking lot and the loading areas from public view point and provide a buffer between adjacent land uses. A detention pond on the northeastern corner of the site is proposed for drainage. The perimeter of the detention pond would be landscaped with trees. The proposed parking area will include landscaped islands separating parking bays consistent with IDDSG requirements. The Public Works staff reviewed the proposed plans and, in a memo dated October 22, 2015 listed various actions that need to be taken prior to commencing grading and construction.

### ***Signs***

#### ***Monument Sign***

The applicant proposes a total of 4 monument signs. The IDDSG states “one freestanding, ground-mounted, double faced sign is permitted for each freestanding building.” The IDDSG continues to state “where a freestanding office building contains

*multiple tenants or multiple access of a public right of way, an increase in number of ground mounted signs may be permitted through the planned unit development plan process.”* Staff believes the applicant’s request is justified because the property has separate 4 driveways

*Surface Mounted Sign*

The applicant is also requesting a waiver to the building mounted sign standard. The IDDSG states *“surface-mounted signs shall not exceed 15 square feet of surface area each, nor exceed 80 square feet total per building.”* The applicant is proposing 40 square foot surface-mounted signs, not exceeding 120 square feet in aggregate. A 15 square foot sign could be difficult to see in the approximately 26,000 square feet of façade area. For this reason, staff believes the applicant’s request for a waiver is reasonable.

***Lighting***

The applicant has submitted a lighting plan which includes wall lights on the building and pole lighting in the parking lot. The parking lot light poles cannot exceed 24 feet in height per the requirements of the IDDSG. The proposed lighting standards meet the specifications of the IDDSG.

***Water Use***

According to Section 17.28.060(D) of the LMC, *“water usage of industrial establishments shall be estimated and noted on the final development plan”*. The purpose of this section is to allow staff to confirm the City has the appropriate water supply to serve the proposed use. The applicant has stated it is difficult for them to estimate the water usage since this is a spec building. They will be putting in a 2” water meter and a 1” irrigation meter for the future use of this building. The Public Works Department staff believes this will provide sufficient water capacity to serve this project. Specific water use will be documented at the time of tenant finish.

**FISCAL IMPACT:**

The proposed development for 633 CTC Blvd. includes 153,018 square feet of flex warehouse/industrial/office space. If approved, this development would increase property taxes and create space for new jobs and employees in the local economy. Staff believes the overall fiscal impact will be positive.

**PLANNING COMMISSION ACTION:**

The Planning Commission reviewed this submittal at its December 10, 2015 public hearing. Following a brief discussion regarding the request, the Planning Commission voted to forward the request to City Council by a 6 to 0 vote.

**RECOMMENDATION:**

Staff recommends City Council approve Ordinance No. 1714, Series 2016, and Resolution No. 4, Series 2016, a request approving a Final Planned Unit Development to allow for the construction of a 153,018 square foot building consisting of flex

**SUBJECT: ORDINANCE NO. 1714, SERIES 2016 & RESOLUTION NO. 4, SERIES 2016**

**DATE: JANUARY 5, 2016**

**PAGE 8 OF 8**

warehouse/office space on Lots 3, 4, 5 and 16, of the CTC Filing 2 Subdivision. The resolution recommending approval includes the following condition of approval:

1. The applicant shall comply with the October 22, 2015 Public Works memo prior to recordation.

**ATTACHMENT(S):**

1. Ordinance No. 1714, Series 2016
2. Resolution No. 4, Series 2016
3. Application documents
4. Final PUD
5. October 22, 2015 Public Works memo
6. December 10, 2015 Planning Commission Draft Minutes
7. Presentation

**ORDINANCE NO. 1714  
SERIES 2016**

**AN ORDINANCE APPROVING THE VACATION OF VARIOUS EASEMENTS WITHIN  
LOT 2, 3, 5, AND 16, COLORADO TECHNOLOGY CENTER FILING NO. 2  
SUBDIVISION**

**WHEREAS**, by the attached Easement Deed recorded in the Office of the Boulder County Clerk and Recorder on July 30, 2007 at Reception No. 2872419, there was dedicated to the City various utility easements on Lot 2, 3, 5, and 16, Colorado Technology Center Filing No. 2 Subdivision, in the location further described in Exhibit A attached hereto and incorporated herein by this reference (“Easements”); and

**WHEREAS**, the Owner of Lot 2, 3, 5, and 16, Colorado Technology Center Filing No. 2 Subdivision, who intends to develop said Lot under a single planned unit development plan, has requested vacation of the Easements; and

**WHEREAS**, the City Council finds and determines that the Easements for which vacation is requested is not and will not be needed for any public purposes and will not be needed for any City utility or drainage purposes; and

**WHEREAS**, the City Council finds and determines that the Easements 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 Easements for which vacation is requested;

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

**Section 1.** The City hereby approves the vacation of the various easements on Lot 2, 3, 5, and 16, Colorado Technology Center Filing No. 2 Subdivision, which easement herein vacated is in the location further described in Exhibit A attached hereto and incorporated herein by this reference (“the Easements”).

**Section 2.** No other easements for public utilities per Colorado Technology Center Filing No. 2 Subdivision shall be deemed altered or amended by virtue of this ordinance.

**Section 3.** 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.

**Section 4.** 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 Easements herein vacated, including but not execution of quit claim deeds. All action heretofore taken in furtherance of the vacation the Easements are hereby ratified and confirmed.

**INTRODUCED, READ, PASSED ON FIRST READING, AND ORDERED  
PUBLISHED** this 5<sup>th</sup> day of January, 2016.

---

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 19<sup>th</sup> day of  
January, 2016.

---

Robert P. Muckle, Mayor

ATTEST:

---

Nancy Varra, City Clerk

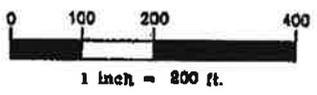
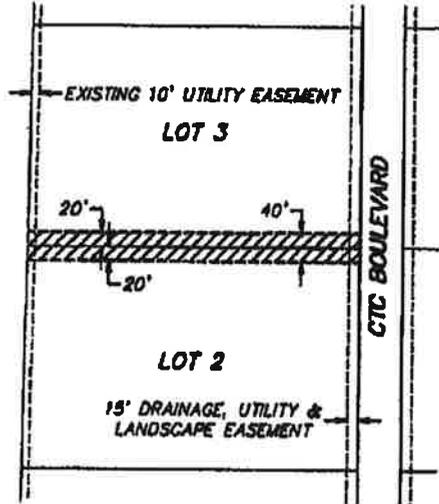


# EXHIBIT "A"

**EASEMENT DESCRIPTION:**

A STRIP OF LAND ACROSS LOTS 2 & 3 OF COLORADO TECHNOLOGICAL CENTER FILING NO. 2, AS RECORDED 11/13/2003 AT P-59, F-3, #30-31, LOCATED IN THE SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 1 SOUTH, RANGE 69 WEST OF THE 6TH P.M., CITY OF LOUISVILLE, COUNTY OF BOULDER, STATE OF COLORADO, DESCRIBED AS FOLLOWS:

THE NORTHERLY 20.00 FEET OF SAID LOT 2 AND THE SOUTHERLY 20.00 FEET OF SAID LOT 3.



|                                                        |                                                                                                                                             |
|--------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------|
| <b>EASEMENT DESCRIPTION</b>                            |                                                                                                                                             |
| LOTS 2 & 3                                             |                                                                                                                                             |
| CTC FILING NO. 2                                       |                                                                                                                                             |
| LOUISVILLE, CO.                                        |                                                                                                                                             |
| SCALE: HOR. 1" = 200'<br>VERT. N/A                     | <br><b>HURST &amp; ASSOCIATES, INC.</b><br>CONSULTING ENGINEERS<br>400 West 1st Street, Suite 200<br>Boulder, Colorado 80502 (303) 440-0000 |
| DRAWN BY: [unintelligible]                             |                                                                                                                                             |
| CHECKED BY: [unintelligible]                           |                                                                                                                                             |
| DATE: 12/18/08                                         |                                                                                                                                             |
| FILE # 08-270033 COMM/SURVEY/SPRINKLERS/EXHIBIT 1 OF 1 |                                                                                                                                             |



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Page: 4 of 5  
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Boulder County Clerk, CO E

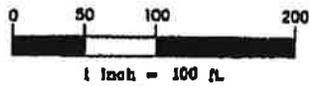
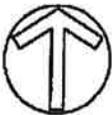
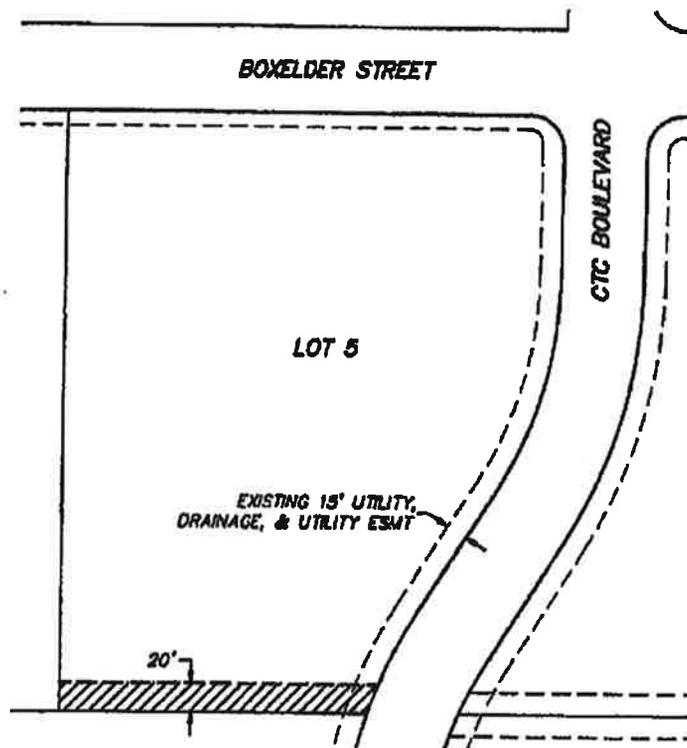
R 26.00

# EXHIBIT "A"

## EASEMENT DESCRIPTION:

A STRIP OF LAND ACROSS LOT 5 OF COLORADO TECHNOLOGICAL CENTER FILING NO. 2, AS RECORDED 11/13/2003 AT P-59, F-3, #30-31, LOCATED IN THE SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 1 SOUTH, RANGE 69 WEST OF THE 6TH P.M., CITY OF LOUISVILLE, COUNTY OF BOULDER, STATE OF COLORADO, DESCRIBED AS FOLLOWS:

THE SOUTHERLY 20.00 FEET OF SAID LOT 5.



**EASEMENT DESCRIPTION**  
**LOT 5**  
**CTC FILING NO. 2**  
**LOUISVILLE, CO.**

SCALE: HORIZ. 1" = 100'  
 VERT. N/A  
 DESIGN/APP.  
 DRAWN BY: GD  
 DATE: 12/18/03



**HURST & ASSOCIATES, INC.**  
 CONSULTING ENGINEERS  
 400 First Nat. Bldg., Suite 100  
 Boulder, Colorado 80502 (303) 442-1200

FILE IN LOT 5 (2003) SURVEY SEPARATE EASEMENT 1 OF 1



**RESOLUTION NO. 4  
SERIES 2016**

**A RESOLUTION APPROVING A FINAL PLANNED UNIT DEVELOPMENT (PUD) PLAN TO CONSTRUCT A FINAL PLANNED UNIT DEVELOPMENT (PUD) PLAN TO CONSTRUCT A 153,018 SF SINGLE STORY INDUSTRIAL/FLEX BUILDING WITH ASSOCIATED SITE IMPROVEMENTS FOR LOT 2, 3, 5, AND 16, COLORADO TECHNOLOGICAL CENTER, FILING NO. 2 SUBDIVISION**

**WHEREAS**, there has been submitted to the Louisville Planning Commission an application approving a final Planned Unit Development (PUD) plan to construct a 153,018 SF single story industrial/flex building with associated site improvements for Lot 2, 3, 5, and 16, Colorado Technological Center, Filing No. 2 Subdivision; and

**WHEREAS**, the City Staff has reviewed the information submitted and found that, subject to conditions, the application complies with the Louisville zoning and subdivision regulations and other applicable sections of the Louisville Municipal Code; and;

**WHEREAS**, after a duly noticed public hearing on December 10, 2015, where evidence and testimony were entered into the record, including the findings in the Louisville Planning Commission Staff Report dated December 10, 2015, the Planning Commission recommends the PUD for 633 CTC to City Council, with the following conditions:

1. The applicant must comply with the October 22, 2015 Public Works memo prior to recordation.

**NOW THEREFORE, BE IT RESOLVED** that the City Council of the City of Louisville, Colorado does hereby approve Resolution No. 4, Series 2016, a resolution approving a final Planned Unit Development (PUD) plan to construct a 153,018 SF single story industrial/flex building with associated site improvements for Lot 2, 3, 5, and 16, Colorado Technological Center, Filing No. 2 Subdivision, with the following conditions:

1. The applicant must comply with the October 22, 2015 Public Works memo prior to recordation.

**PASSED AND ADOPTED** this 19<sup>th</sup> day of January, 2016.

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

Attest: \_\_\_\_\_  
Nancy Varra, City Clerk  
City of Louisville, Colorado

**LAND USE APPLICATION**

**CASE NO.** \_\_\_\_\_

**APPLICANT INFORMATION**  
 Firm: Etkin Johnson Real Estate Partners  
 Contact: Jim Vasbinder  
 Address: 1512 Larimer Street Suite 100  
Denver, Colorado 80202  
 Mailing Address: Same  
 Telephone: (0) 303-223-2185 (m) 303-898-3907  
 Fax: \_\_\_\_\_  
 Email: jvasbinder@etkinjohnson.com

**OWNER INFORMATION**  
 Firm: RE Hill Properties - CTC Land, LLC  
 Contact: Rob Hill  
 Address: 7825 Fay Avenue, Suite 340  
La Jolla, California 92037  
 Mailing Address: Same  
 Telephone: 858-456-4045  
 Fax: \_\_\_\_\_  
 Email: rob@hillproperties.net

**REPRESENTATIVE INFORMATION**  
 Firm: Etkin Johnson Real Estate Partners  
 Contact: Jim Vasbinder  
 Address: 1512 Larimer Street Suite 100  
Denver, Colorado 80202  
 Mailing Address: Same  
 Telephone: (0) 303-223-2185 (m) 303-898-3907  
 Fax: \_\_\_\_\_  
 Email: jvasbinder@etkinjohnson.com

**PROPERTY INFORMATION**  
 Common Address: 633 CTC Blvd.  
 Legal Description: Lot 34, 5 & 16 Blk \_\_\_\_\_  
 Subdivision CTC Filing No. 2  
 Area: 531,012 Sq. Ft. (12.19 A=)

**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) Easement vacation.

**PROJECT INFORMATION**  
 Summary: Proposed 153,018 SF  
single story industrial/flex  
building with associated site  
improvements.  
Vacation of 20ft. utility easement  
at south line of Lot 5, CTC Filing  
No. 2.  
 Current zoning: I Proposed zoning: I

**SIGNATURES & DATE**  
 Applicant: [Signature]  
 Print: James D. Vasbinder 9.8.2015  
 Owner: \_\_\_\_\_  
 Print: \_\_\_\_\_  
 Representative: [Signature]  
 Print: James D. Vasbinder 9.8.2015

**CITY STAFF USE ONLY**

- Fee paid: \_\_\_\_\_
- Check number: \_\_\_\_\_
- Date Received: \_\_\_\_\_

# COLORADO TECHNOLOGICAL CENTER FILING NO. 2, LOTS 3,4,5,& 16. 633 CTC BLVD. FINAL PLANNED UNIT DEVELOPMENT

LOCATED IN THE SOUTHEAST QUARTER OF SECTION 16 TOWNSHIP 1 SOUTH,  
RANGE 69 WEST, OF THE SIXTH PRINCIPAL MERIDIAN. CITY OF LOUISVILLE, COUNTY OF BOULDER, STATE OF COLORADO



## PROJECT SUMMARY

TOTAL LAND AREA: 531,012 SQUARE FEET (12.19 ACRES)  
BUILDING AREA: 153,018 SQUARE FEET  
FAR: 0.29

BUILDING HEIGHT:  
ALLOWABLE: 40.0 FEET  
PROPOSED: 37.0 FEET

SITE COVERAGE REQUIREMENT:  
BUILDING, PARKING, AND DRIVEWAY COVERAGE:  
ALLOWABLE: 75%  
PROVIDED: 74%  
LANDSCAPE COVERAGE:  
MINIMUM: 25%  
PROVIDED: 26%

BUILDING SETBACKS:  
FRONT YARD AT A LOCAL PUBLIC STREET  
ALLOWABLE: 30 FEET  
PROVIDED: OVER 170 FEET  
SIDE YARD FROM LOCAL PUBLIC STREET  
ALLOWABLE: 30 FEET  
PROVIDED: OVER 80 FEET  
REAR YARD ABUTTING SIMILAR ZONE DISTRICT  
ALLOWABLE: 15 FEET  
PROVIDED: OVER 120 FEET

PARKING SETBACKS:  
FRONT OR SIDE YARD AT A LOCAL PUBLIC STREET  
ALLOWABLE: 20 FEET  
PROVIDED: 20 FEET

PARKING  
REQUIRED: 307 SPACES @ 2 SPACES PER 1,000 SQUARE FEET  
PROVIDED:  
STANDARD: 421 SPACES  
HANDICAP: 9 SPACES  
TOTAL WITHOUT TRUCK COURT: 430 SPACES (2.73 SPACES PER 1,000 SQUARE FEET)  
TOTAL WITH TRUCK COURT: 558 SPACES (3.70 SPACES PER 1,000 SQUARE FEET)

## GENERAL NOTES

- SITE ZONED I - INDUSTRIAL.
- ALL SETBACKS AND LAND USE REQUIREMENTS SHALL CONFORM TO THE CITY OF LOUISVILLE, COLORADO ZONING AND LAND USE REGULATIONS IN EFFECT AS OF THE DATE OF APPROVAL OF THIS PLANNED UNIT DEVELOPMENT BY THE CITY OF LOUISVILLE, COLORADO.
- EXCEPT AS AMENDED BY THIS FINAL PLANNED UNIT DEVELOPMENT, ALL SIGNS SHALL CONFORM TO THE INDUSTRIAL DEVELOPMENT DESIGN STANDARDS AND GUIDELINES. THESE AMENDMENTS ARE:
  - FOUR FREESTANDING, GROUND MOUNTED DOUBLE FACED SIGNS LOCATED PER THE LANDSCAPE PLAN BE PERMITTED. THE DESIGNS FOR THESE SIGNS SHALL BE PER THE DETAIL ON SHEET 9.
  - SURFACE MOUNTED BUILDING SIGNS SHALL NOT EXCEED 2 FEET IN HEIGHT BY 20 FEET IN LENGTH EACH WITH A MAXIMUM OF FIVE SURFACE MOUNTED SIGNS. THREE OF THE BUILDINGS SIGNS SHALL BE PERMITTED ON THE EAST BUILDING ELEVATION (FACING CTC BLVD.) MAXIMUM SURFACE MOUNTED BUILDING SIGNAGE AREA OF 120 SQUARE FEET IN THE AGGREGATE.
  - FOR BOTH MULTI TENANT AND SINGLE TENANT OCCUPANCY, THE SURFACE MOUNTED BUILDING SIGN SHALL NOT EXCEED 24 INCHES IN HEIGHT.
- THE CITY OF LOUISVILLE IS NOT RESPONSIBLE FOR DAMAGE TO OR REPAIR OF MONUMENT SIGNS DUE TO UTILITY MAINTENANCE.
- THE CITY OF LOUISVILLE IS NOT RESPONSIBLE FOR DAMAGE TO PAVEMENT SURFACES OR LANDSCAPING CAUSED DURING REPAIR OR MAINTENANCE ACTIVITIES OF UTILITIES LOCATED WITHIN PUBLIC UTILITY EASEMENTS.
- ON STREET PARKING WILL NOT BE UTILIZED TO MEET THE PARKING REQUIREMENTS OF THE PROJECT.
- ALL ROOF-MOUNTED MECHANICAL, ELECTRICAL, OPTICAL AND ELECTRONIC EQUIPMENT SHALL BE SET A MINIMUM OF 20' FROM THE BUILDING PARAPET, AND IF VISIBLE FROM THE PUBLIC STREET ADJACENT TO THE PROPERTY, SHALL BE PAINTED TO MATCH THE DOMINANT COLOR OF THE BUILDING.
- OWNER WILL ADD ADDITIONAL ADA PARKING SPACES TO THE PARKING IF THE BUILDING IS LEASED PRIMARILY AS OFFICE SPACE.



VICINITY MAP

SCALE: NOT TO SCALE

## LEGAL DESCRIPTION

COLORADO TECHNOLOGICAL CENTER FILING NO. 2 LOTS 3,4,5, & 16

## DRAWING INDEX

|       |          |                            |
|-------|----------|----------------------------|
| SHEET | 1 OF 15  | COVER SHEET                |
| SHEET | 2 OF 15  | UTILITY PLAN               |
| SHEET | 3 OF 15  | GRADING PLAN               |
| SHEET | 4 OF 15  | DEVELOPMENT PLAN           |
| SHEET | 5 OF 15  | FLOOR PLAN                 |
| SHEET | 6 OF 15  | NORTH AND SOUTH ELEVATIONS |
| SHEET | 7 OF 15  | EAST ELEVATION             |
| SHEET | 8 OF 15  | WEST ELEVATION             |
| SHEET | 9 OF 15  | ARCHITECTURAL SITE DETAILS |
| SHEET | 10 OF 15 | LANDSCAPE PLAN             |
| SHEET | 11 OF 15 | LANDSCAPE PLAN             |
| SHEET | 12 OF 15 | LANDSCAPE PLAN             |
| SHEET | 13 OF 15 | LANDSCAPE DETAILS          |
| SHEET | 14 OF 15 | SITE PHOTOMETRIC PLAN      |
| SHEET | 15 OF 15 | PHOTOMETRIC DETAILS        |

## OWNERSHIP SIGNATURE BLOCK

By signing this Final PUD, the owner acknowledges and accepts all the requirements and intent set forth in this Final PUD. Witness my hand and seal this \_\_\_ day of \_\_\_\_\_, 20\_\_.

Owner: EJ 633 CTC LLC, A COLORADO LIMITED LIABILITY COMPANY

\_\_\_\_\_  
BRUCE H. ETKIN, MANAGER (Date)

\_\_\_\_\_  
Notary Name(print) (Date)

\_\_\_\_\_  
Notary Signature (Date)

Witness my hand and official seal

My commission expires \_\_\_\_\_

## PLANNING COMMISSION CERTIFICATE

Approved this \_\_\_ day of \_\_\_\_\_, 20\_\_ by the Planning Commission of the City of Louisville, Colorado.

Resolution No. \_\_\_\_\_, Series \_\_\_\_\_

## CITY COUNCIL CERTIFICATE

Approved this \_\_\_ day of \_\_\_\_\_, 20\_\_ by the City Council of the City of Louisville, Colorado.

Resolution No. \_\_\_\_\_, Series \_\_\_\_\_

BY: \_\_\_\_\_  
Robert P. Muckie, Mayor

BY: \_\_\_\_\_ CITY SEAL:  
Nancy Varra, City Clerk

## CLERK & RECORDER CERTIFICATE

I hereby certify that this instrument was filed in my office at \_\_\_\_\_ o'clock \_\_\_\_\_ m, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ and is recorded in Plan File \_\_\_\_\_, Fee \_\_\_\_\_ paid, \_\_\_\_\_ Film No. \_\_\_\_\_ Reception.

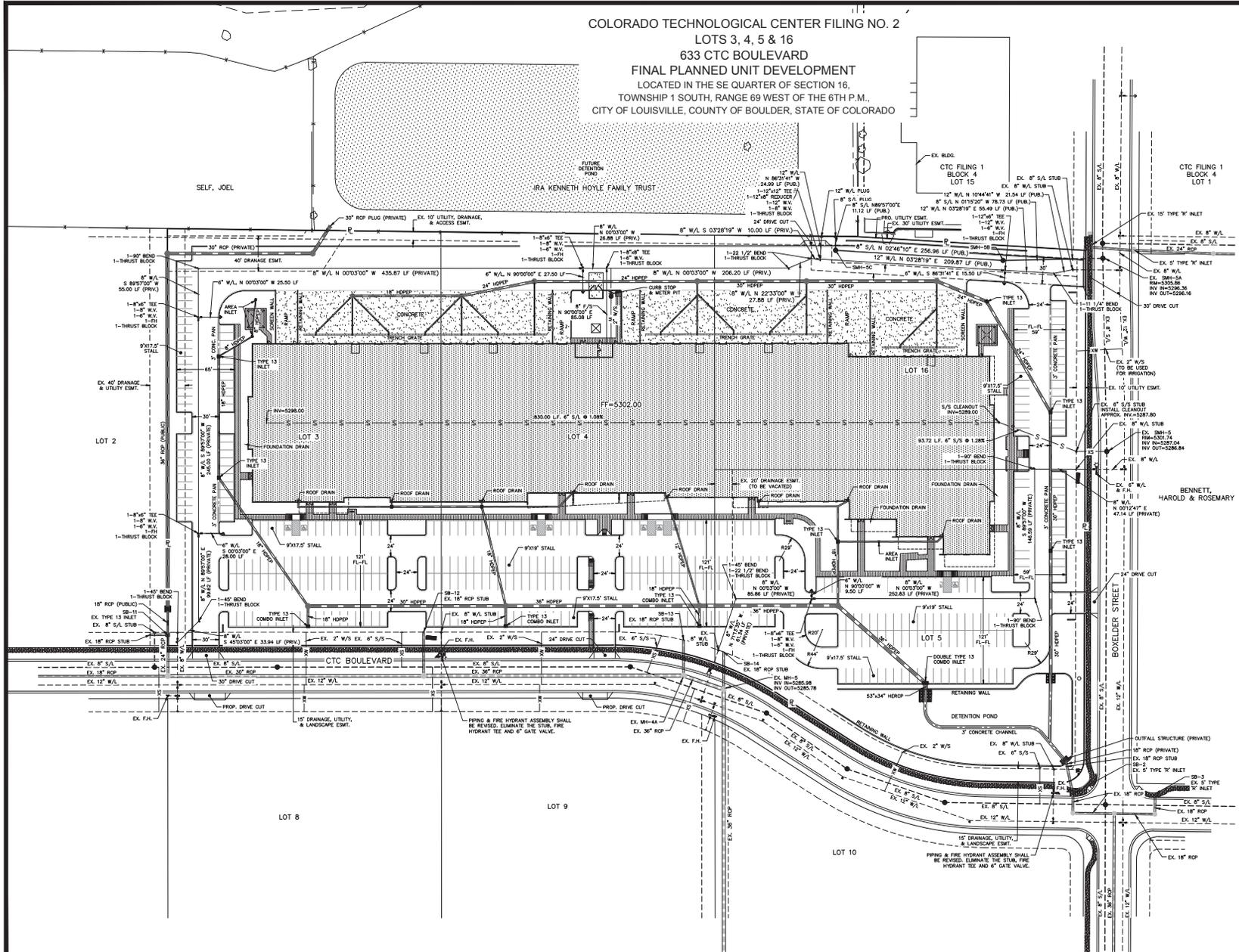
\_\_\_\_\_  
Clerk & Recorder (Date)  
\_\_\_\_\_  
Issue (Date)  
\_\_\_\_\_  
Deputy (Date)

## COVER SHEET

11/20/2015  
SHEET 1 OF 15

633 CTC Blvd. - PUD

**COLORADO TECHNOLOGICAL CENTER FILING NO. 2**  
**LOTS 3, 4, 5 & 16**  
**633 CTC BOULEVARD**  
**FINAL PLANNED UNIT DEVELOPMENT**  
 LOCATED IN THE SE QUARTER OF SECTION 16,  
 TOWNSHIP 1 SOUTH, RANGE 69 WEST OF THE 6TH P.M.,  
 CITY OF LOUISVILLE, COUNTY OF BOULDER, STATE OF COLORADO



**LEGEND**

|                               |
|-------------------------------|
| --- Proposed Waterline        |
| --- Existing Waterline        |
| --- Proposed Sewerline        |
| --- Existing Sewerline        |
| --- Stormline                 |
| --- Water Service             |
| --- Existing Water Service    |
| --- S Sewer Service           |
| --- Existing Sewer Service    |
| --- FS Fire Service           |
| --- Existing Gas Line         |
| --- Ex. Underground Electric  |
| --- OWC Ex. Overhead Electric |
| --- F2 Existing Fiber Optic   |
| --- T Existing Telephone Line |
| --- TV Existing Cable TV Line |
| --- Thrust Block              |
| --- Water Valve               |
| --- Fire Hydrant              |
| --- Plug                      |
| --- Manhole                   |
| --- Type 'R' Inlet            |
| --- Existing Contours         |
| --- Proposed Contours         |
| --- Street Light              |
| --- Install Handicap Ramp     |
| --- Public                    |
| --- (PUB.)                    |
| --- (PRIV.)                   |

**SCALE VERIFICATION**  
 FOR 5/8" OR 1/2" HOLES  
 ON DRIVING SURFACING

IF NOT THE HOLES ON THIS SHEET  
 MATCH SIZES ACCORDINGLY

DATE: 11/13/15  
 DRAWN BY: JTB  
 CHECKED BY: JTB  
 APPROVED BY: JTB

**REVISIONS**

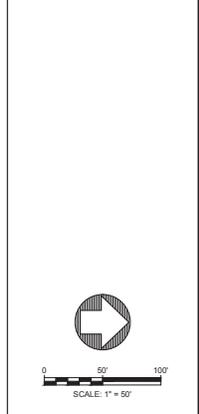
| NO. | DESCRIPTION | DATE | BY | CHKD | APPD |
|-----|-------------|------|----|------|------|
| 1   |             |      |    |      |      |
| 2   |             |      |    |      |      |
| 3   |             |      |    |      |      |
| 4   |             |      |    |      |      |
| 5   |             |      |    |      |      |
| 6   |             |      |    |      |      |
| 7   |             |      |    |      |      |
| 8   |             |      |    |      |      |
| 9   |             |      |    |      |      |
| 10  |             |      |    |      |      |
| 11  |             |      |    |      |      |
| 12  |             |      |    |      |      |
| 13  |             |      |    |      |      |
| 14  |             |      |    |      |      |
| 15  |             |      |    |      |      |
| 16  |             |      |    |      |      |
| 17  |             |      |    |      |      |
| 18  |             |      |    |      |      |
| 19  |             |      |    |      |      |
| 20  |             |      |    |      |      |
| 21  |             |      |    |      |      |
| 22  |             |      |    |      |      |
| 23  |             |      |    |      |      |
| 24  |             |      |    |      |      |
| 25  |             |      |    |      |      |
| 26  |             |      |    |      |      |
| 27  |             |      |    |      |      |
| 28  |             |      |    |      |      |
| 29  |             |      |    |      |      |
| 30  |             |      |    |      |      |



**HURST**  
 CIVIL ENGINEERING  
 PLANNING  
 SURVEYING

HURST & ASSOCIATES, INC.  
 2500 Broadway, Suite B  
 Boulder, CO 80504  
 303.449.9105

- NOTES:**
- UNLESS NOTED OTHERWISE, THE PROPOSED WATER MAINS & APPURTENANCES SHALL BE PRIVATELY OWNED & MAINTAINED.
  - THE EXISTING WATER AND SEWER SERVICE STUBS THAT WILL NOT BE USED SHALL BE ABANDONED AT THE MAIN AS DIRECTED BY THE CITY.
  - ABANDON EXISTING UNUSED STORM SEWER PIPES STUBS AT STORM MANHOLES AND AT RIGHT-OF-WAY BY PLUGS AS DIRECTED BY THE CITY.
  - NO FENCING SHALL BE PLACED WITHIN THE 40 FOOT DRAINAGE EASEMENT AT THE SW CORNER OF THE SITE.
  - THE PROPOSED HOPEP STORM PIPES, THE PROPOSED TYPE 13 INLETS, AND THE PROPOSED TYPE 13 COMBINATION INLETS SHALL BE PRIVATELY OWNED AND MAINTAINED.
  - THE PROPOSED ON-SITE 6" WATER MAINS, 6" APPURTENANCES, 6" WATER LINES, 6" APPURTENANCES, AND FIRE HYDRANTS SHALL BE PRIVATELY OWNED AND MAINTAINED.



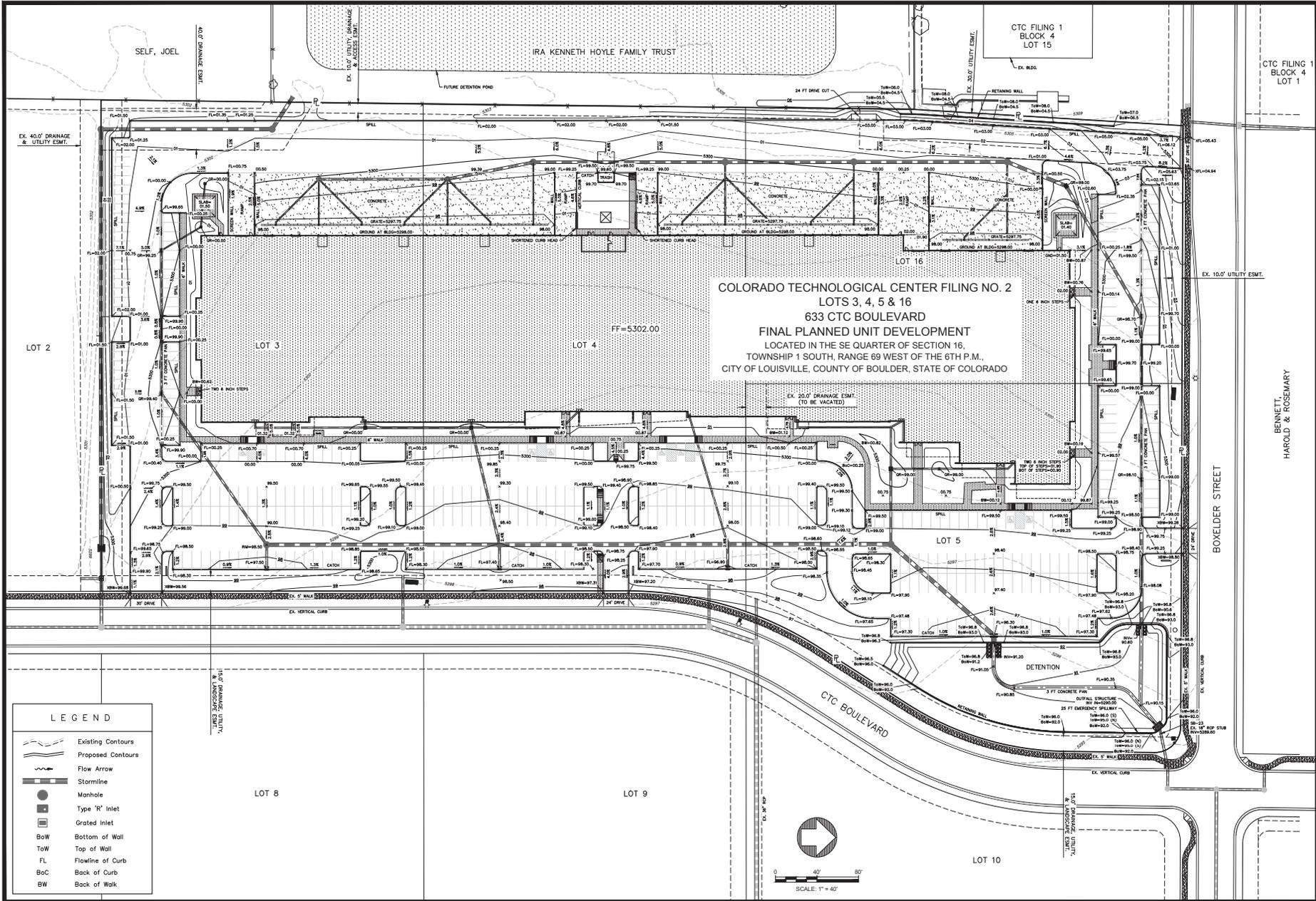
**CTC FILING NO. 2, LOTS 3-5 & 16**  
**633 CTC BOULEVARD**  
**PLANNED UNIT DEVELOPMENT**  
**UTILITY PLAN**

Prepared by: ETKIN JOHNSON REAL ESTATE PARTNERS

|              |          |
|--------------|----------|
| DRAWN BY:    | JTB      |
| DESIGNED BY: | JTB      |
| CHECKED BY:  | JTB      |
| DRAWING NO.: | 2242-18  |
| DATE:        | 11/13/15 |
| SCALE:       | 1"=50'   |
| SHEET NO.:   | 2        |

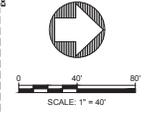
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6:12:42 PM 11/10/2015 15:05:49



COLORADO TECHNOLOGICAL CENTER FILING NO. 2  
 LOTS 3, 4, 5 & 16  
 633 CTC BOULEVARD  
 FINAL PLANNED UNIT DEVELOPMENT  
 LOCATED IN THE SE QUARTER OF SECTION 16,  
 TOWNSHIP 1 SOUTH, RANGE 69 WEST OF THE 6TH P.M.,  
 CITY OF LOUISVILLE, COUNTY OF BOULDER, STATE OF COLORADO

| LEGEND |                     |
|--------|---------------------|
|        | Existing Contours   |
|        | Proposed Contours   |
|        | Flow Arrow          |
|        | Stormline           |
|        | Manhole             |
|        | Type 'R' Inlet      |
|        | Grated Inlet        |
|        | BoW Bottom of Wall  |
|        | ToW Top of Wall     |
|        | FL Flowline of Curb |
|        | Bc Back of Curb     |
|        | BW Back of Walk     |



SCALE VERIFICATION  
 8" = 1' ON THIS SHEET  
 1" = 40' ON EXISTING DRAWING  
 IF NOT ON THIS SHEET  
 VERIFY SCALES INDIVIDUALLY

CTC FILING 1  
 BLOCK 4  
 LOT 1

DATE: 11/13/15  
 DRAWN BY: TSK  
 CHECKED BY: TSK  
 SURVEYING: 2242-18  
 APPROVED BY: [Signature]

REVISIONS

| NO. | DESCRIPTION | DATE     | BY  | APP. |
|-----|-------------|----------|-----|------|
| 1   |             | 11/13/15 | TSK | TSK  |
| 2   |             | 11/13/15 | TSK | TSK  |
| 3   |             | 11/13/15 | TSK | TSK  |
| 4   |             | 11/13/15 | TSK | TSK  |
| 5   |             | 11/13/15 | TSK | TSK  |
| 6   |             | 11/13/15 | TSK | TSK  |
| 7   |             | 11/13/15 | TSK | TSK  |
| 8   |             | 11/13/15 | TSK | TSK  |
| 9   |             | 11/13/15 | TSK | TSK  |
| 10  |             | 11/13/15 | TSK | TSK  |
| 11  |             | 11/13/15 | TSK | TSK  |
| 12  |             | 11/13/15 | TSK | TSK  |
| 13  |             | 11/13/15 | TSK | TSK  |
| 14  |             | 11/13/15 | TSK | TSK  |
| 15  |             | 11/13/15 | TSK | TSK  |

PROFESSIONAL ENGINEER  
 22730

HURST & ASSOCIATES, INC.  
 CIVIL ENGINEERING  
 PLANNING  
 SURVEYING  
 250 Broadway, Suite B  
 Boulder, CO 80504  
 303.449.9105

CTC FILING NO. 2, LOTS 3-5 & 16  
 633 CTC BOULEVARD  
 PLANNED UNIT DEVELOPMENT  
 GRADING PLAN

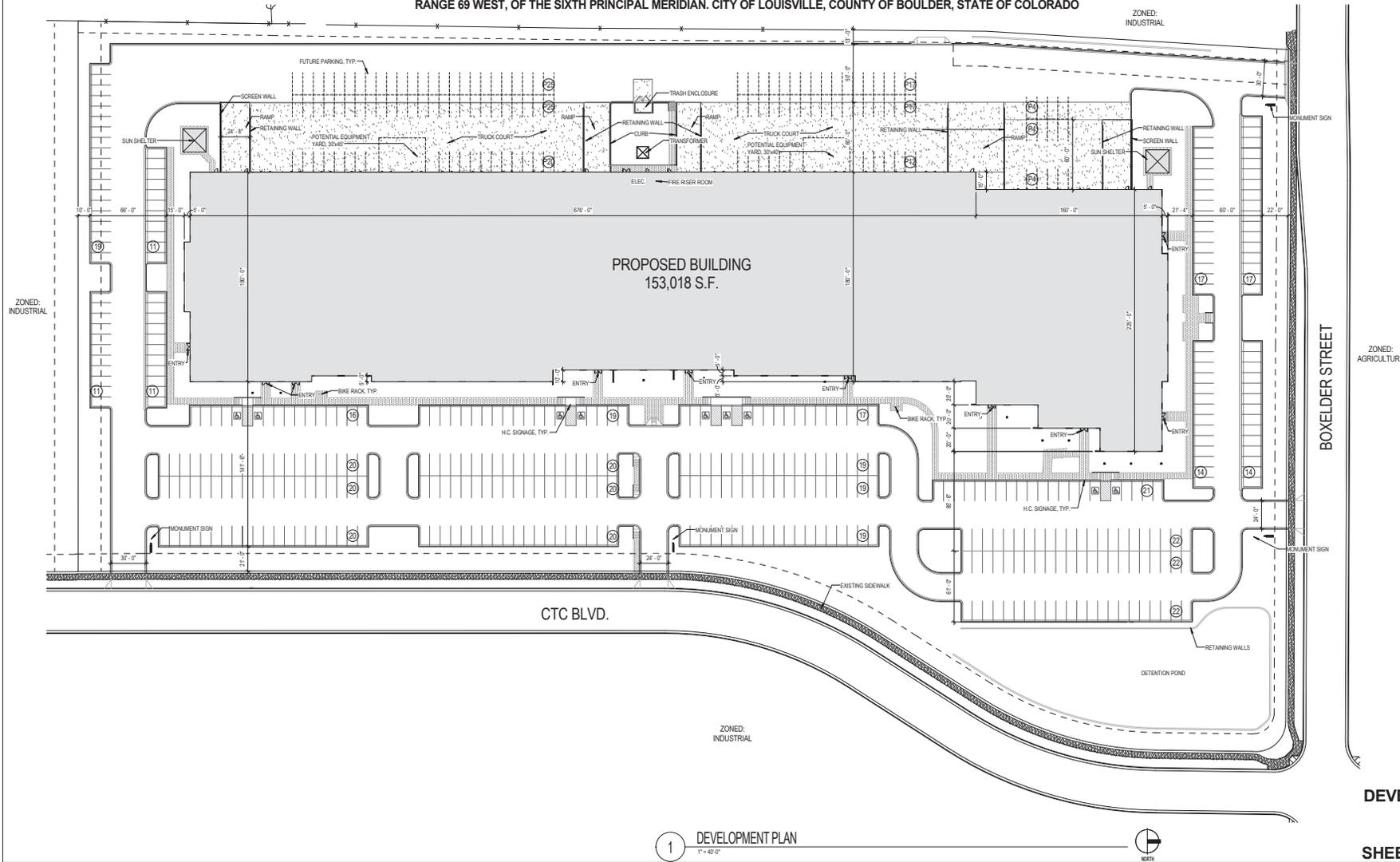
Prepared by:  
 ETKIN JOHNSON REAL ESTATE PARTNERS

DATE: 11/13/15  
 SCALE: 1" = 50'  
 SHEET NO. 3

**COLORADO TECHNOLOGICAL CENTER  
 FILING NO. 2, LOTS 3,4,5,& 16.  
 633 CTC BLVD.  
 FINAL PLANNED UNIT DEVELOPMENT**



LOCATED IN THE SOUTHEAST QUARTER OF SECTION 16 TOWNSHIP 1 SOUTH,  
 RANGE 69 WEST, OF THE SIXTH PRINCIPAL MERIDIAN. CITY OF LOUISVILLE, COUNTY OF BOULDER, STATE OF COLORADO



1 DEVELOPMENT PLAN  
 1" = 40'

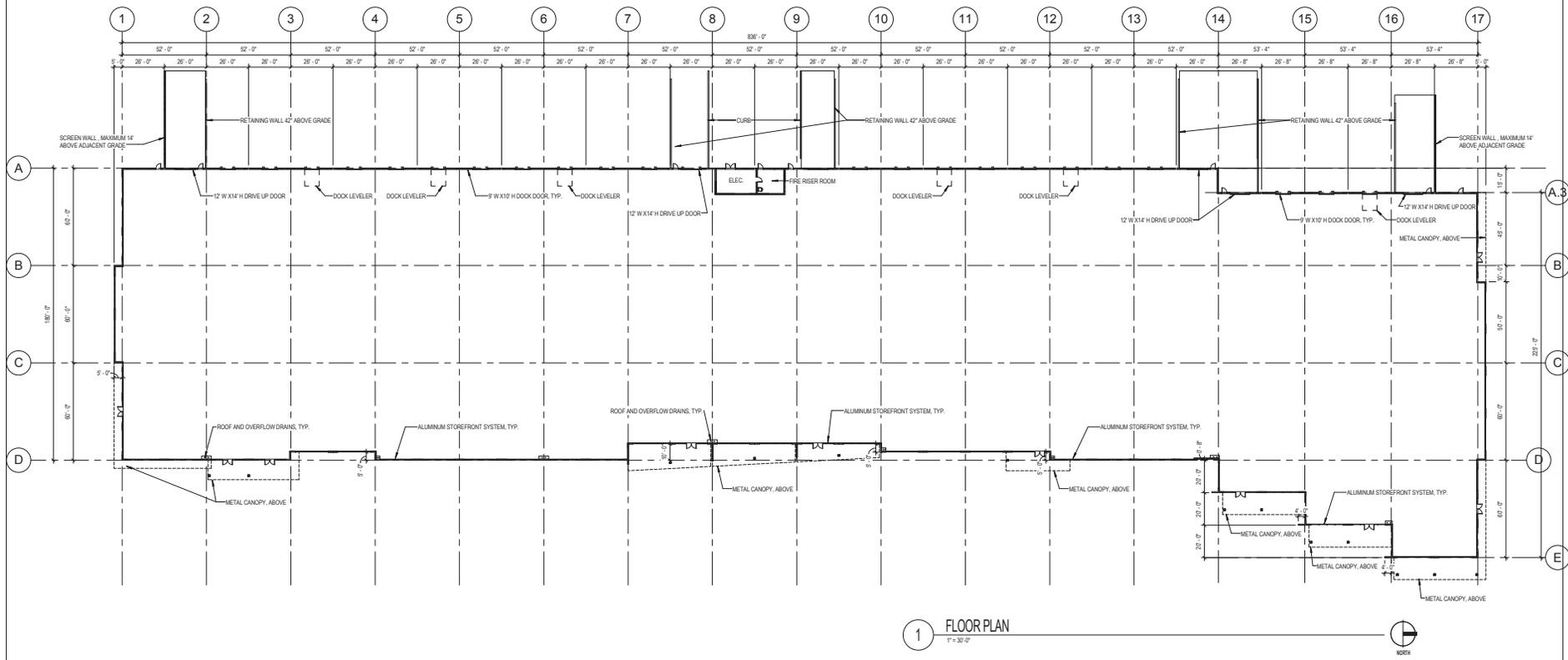
**DEVELOPMENT  
 PLAN  
 11/20/2015  
 SHEET 4 OF 15**

633 CTC Blvd. - PUD

**COLORADO TECHNOLOGICAL CENTER  
 FILING NO. 2, LOTS 3,4,5,& 16.  
 633 CTC BLVD.  
 FINAL PLANNED UNIT DEVELOPMENT**



LOCATED IN THE SOUTHEAST QUARTER OF SECTION 16 TOWNSHIP 1 SOUTH,  
 RANGE 69 WEST, OF THE SIXTH PRINCIPAL MERIDIAN. CITY OF LOUISVILLE, COUNTY OF BOULDER, STATE OF COLORADO



1 FLOOR PLAN  
 1" = 30' 0"



**FLOOR PLAN**

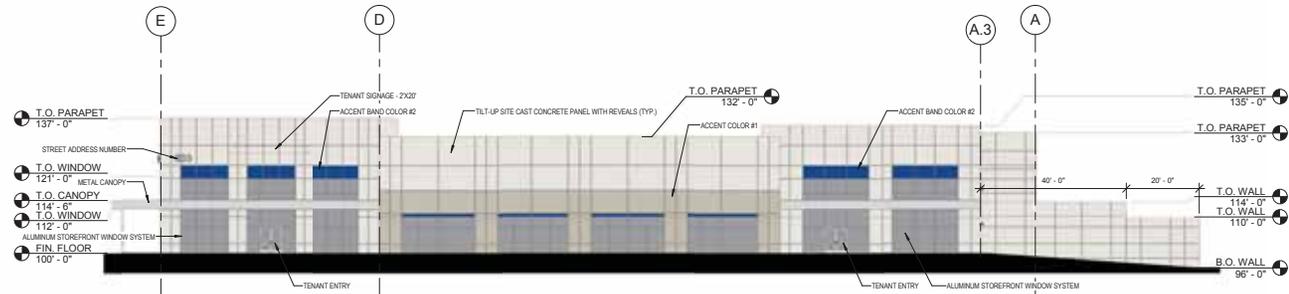
**11/20/2015  
 SHEET 5 OF 15**

633 CTC Blvd. - PUD

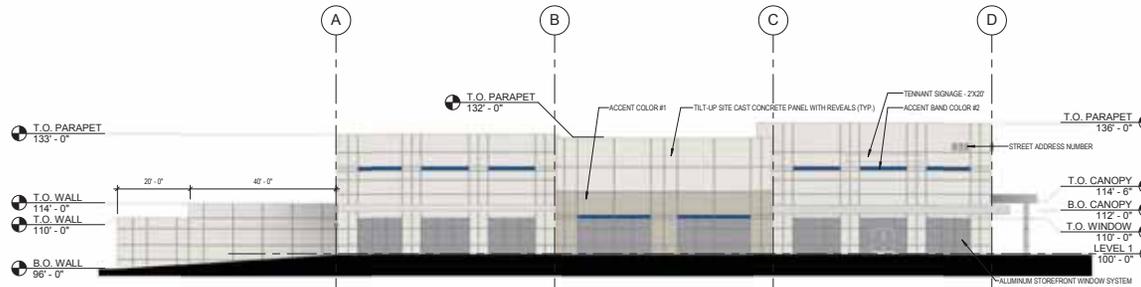
11/12/2015 10:02:32 AM

**COLORADO TECHNOLOGICAL CENTER  
 FILING NO. 2, LOTS 3,4,5,& 16.  
 633 CTC BLVD.  
 FINAL PLANNED UNIT DEVELOPMENT**

LOCATED IN THE SOUTHEAST QUARTER OF SECTION 16 TOWNSHIP 1 SOUTH,  
 RANGE 69 WEST, OF THE SIXTH PRINCIPAL MERIDIAN. CITY OF LOUISVILLE, COUNTY OF BOULDER, STATE OF COLORADO



1 NORTH ELEVATION  
 1/8" = 1'-0"



2 SOUTH ELEVATION  
 1/8" = 1'-0"

- FIELD COLOR - SHERWIN WILLIAMS - SW 6147 PANDA WHITE
- ACCENT COLOR 1 - SHERWIN WILLIAMS - SW 6150 UNIVERSAL KHAKI
- ACCENT COLOR 2 - SHERWIN WILLIAMS - SW 6511 REGATTA
- METAL PANEL

**NORTH & SOUTH  
 ELEVATIONS  
 11/20/2015  
 SHEET 6 OF 15**

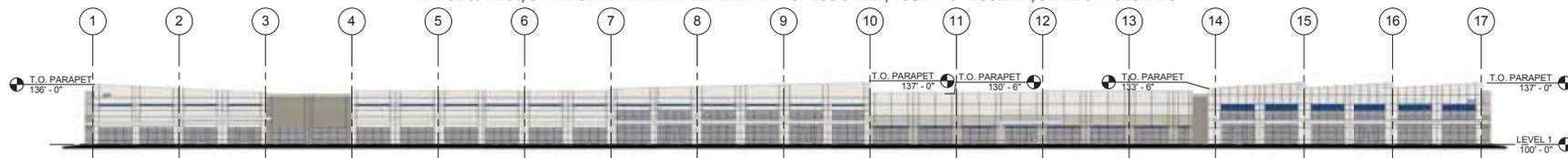
633 CTC Blvd. - PUD

11/16/2015 9:44 AM

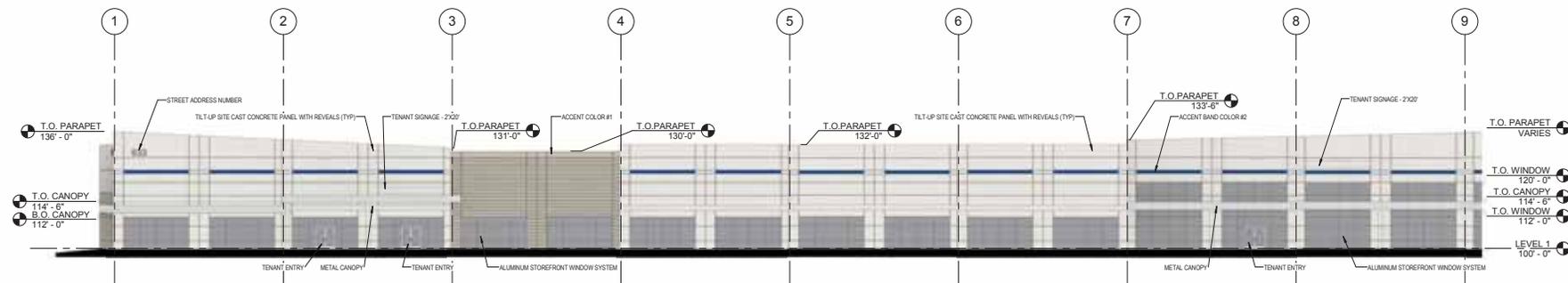
**COLORADO TECHNOLOGICAL CENTER  
 FILING NO. 2, LOTS 3,4,5,& 16.  
 633 CTC BLVD.  
 FINAL PLANNED UNIT DEVELOPMENT**



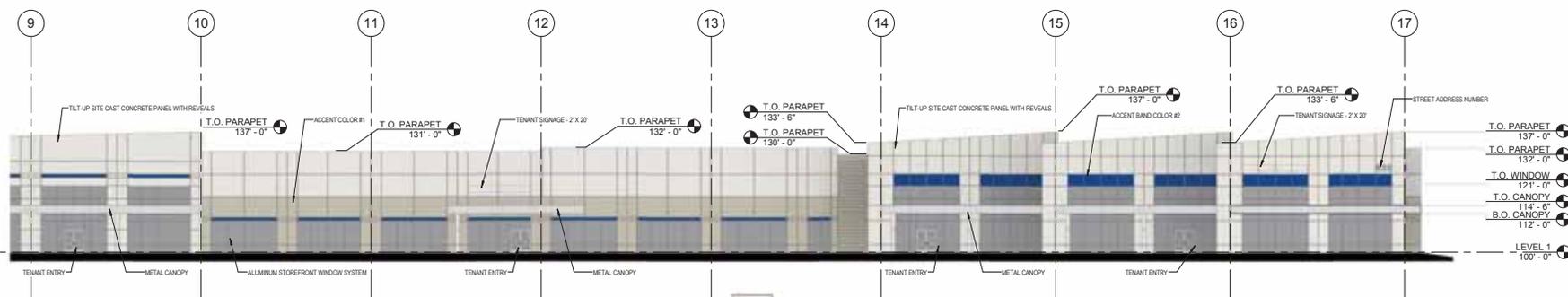
LOCATED IN THE SOUTHEAST QUARTER OF SECTION 16 TOWNSHIP 1 SOUTH,  
 RANGE 69 WEST, OF THE SIXTH PRINCIPAL MERIDIAN. CITY OF LOUISVILLE, COUNTY OF BOULDER, STATE OF COLORADO



1 EAST ELEVATION  
1/32" = 1'-0"



2 PARTIAL ENLARGED EAST ELEVATION  
1/16" = 1'-0"



3 PARTIAL ENLARGED EAST ELEVATION  
1/16" = 1'-0"

- FIELD COLOR - SHERWIN WILLIAMS - SW 6147 PANDA WHITE
- ACCENT COLOR 1 - SHERWIN WILLIAMS - SW 6150 UNIVERSAL ISLAND
- ACCENT COLOR 2 - SHERWIN WILLIAMS - SW 6117 SEASIDE
- METAL PANEL

**EAST ELEVATION**

**11/20/2015  
 SHEET 7 OF 15**

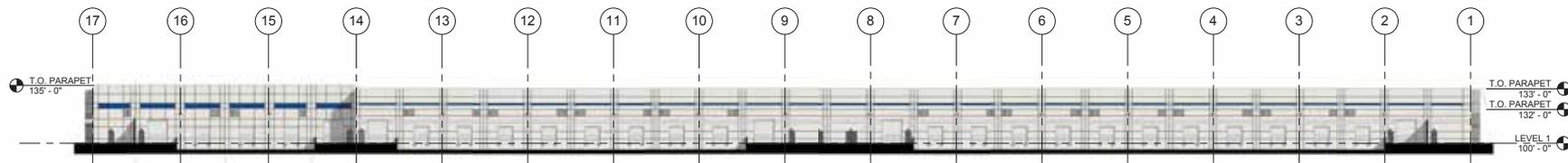
633 CTC Blvd. - PUD

11/20/2015 10:30 AM

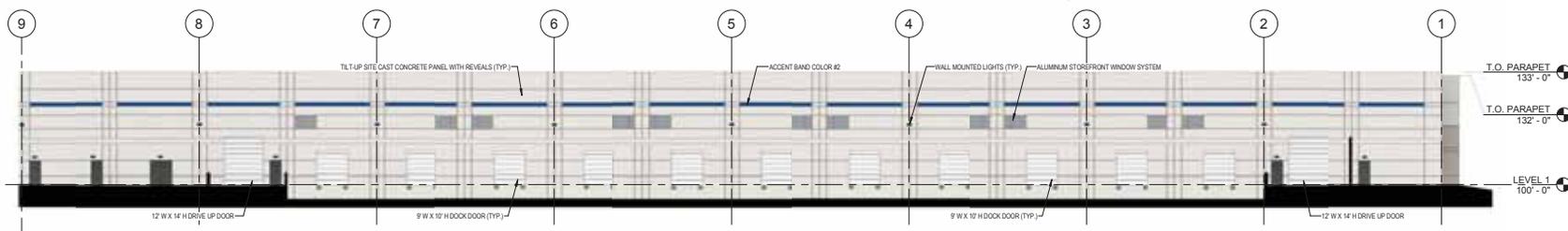
**COLORADO TECHNOLOGICAL CENTER  
 FILING NO. 2, LOTS 3,4,5,& 16.  
 633 CTC BLVD.  
 FINAL PLANNED UNIT DEVELOPMENT**



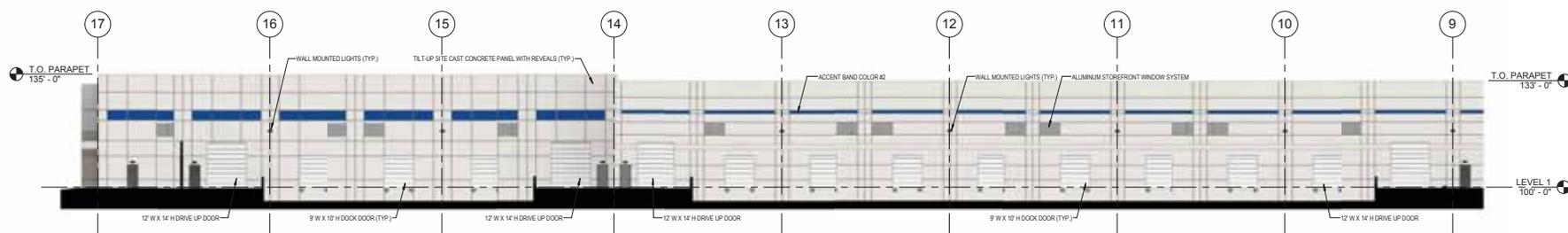
LOCATED IN THE SOUTHEAST QUARTER OF SECTION 16 TOWNSHIP 1 SOUTH,  
 RANGE 69 WEST, OF THE SIXTH PRINCIPAL MERIDIAN. CITY OF LOUISVILLE, COUNTY OF BOULDER, STATE OF COLORADO



**3 OVERALL WEST ELEVATION**  
 1/32" = 1'-0"



**2 PARTIAL ENLARGED WEST ELEVATION**  
 1/16" = 1'-0"



**1 PARTIAL ENLARGED WEST ELEVATION**  
 1/16" = 1'-0"

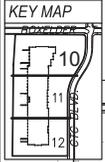
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|--|-------------------------------------------------------------|
|  | FIELD COLOR - SHERWIN WILLIAMS - SW 6147 PANDA WHITE        |
|  | ACCENT COLOR 1 - SHERWIN WILLIAMS - SW 6150 UNIVERSAL KHAKI |
|  | ACCENT COLOR 2 - SHERWIN WILLIAMS - SW 6517 REGATTA         |
|  | METAL PANEL                                                 |

**WEST ELEVATION**

**11/20/2015  
 SHEET 8 OF 15**

633 CTC Blvd. - PUD





# COLORADO TECHNOLOGY CENTER FILING NO. 2

## LOTS 3, 4, 5 & 16 - 633 CTC BLVD.

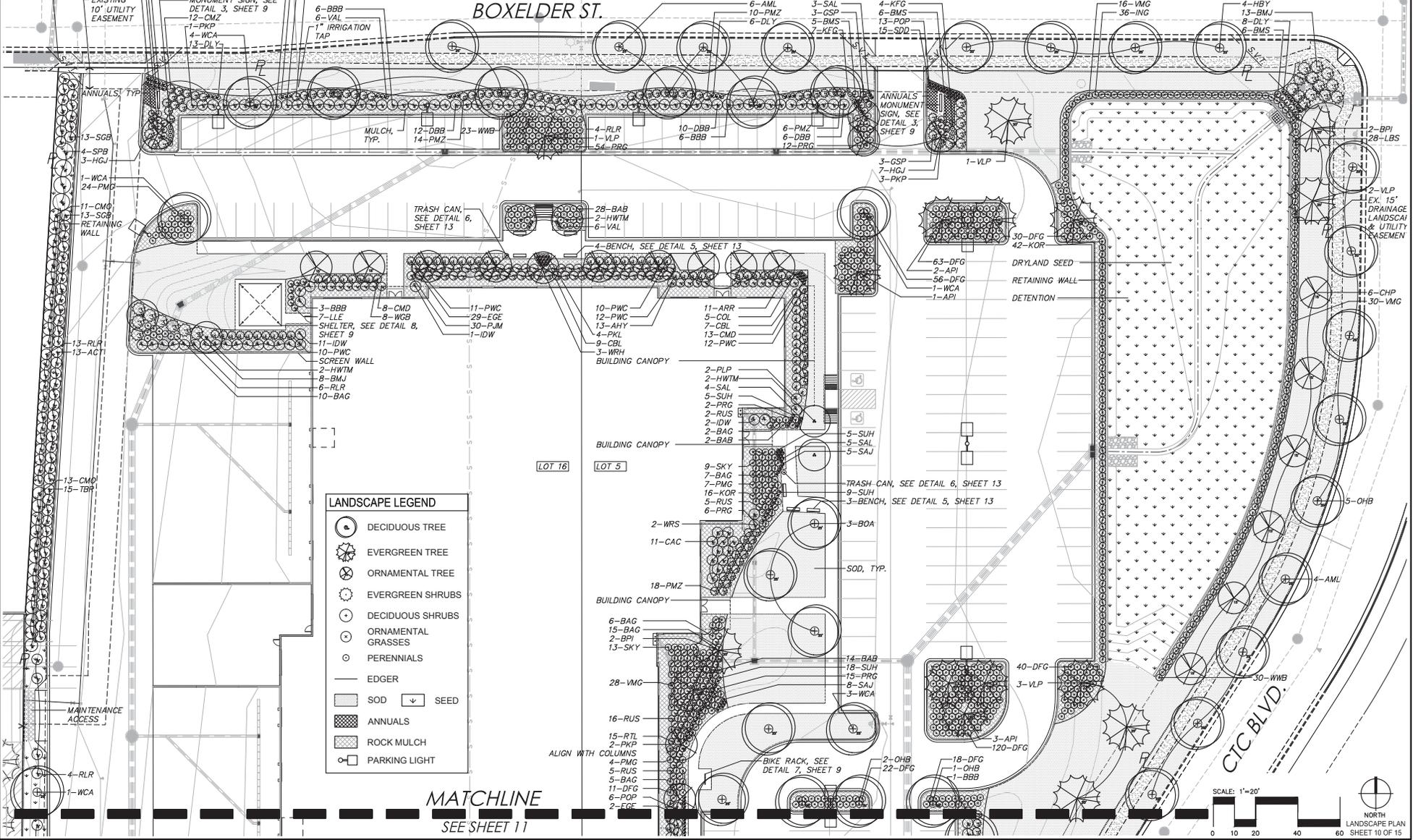
### FINAL PLANNED UNIT DEVELOPMENT

LOCATED IN THE SE QUARTER OF SECTION 16, TOWNSHIP 1 SOUTH, RANGE 69 WEST OF THE 6TH P.M., CITY OF LOUISVILLE, COUNTY OF BOULDER, STATE OF COLORADO

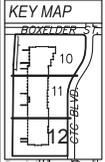
**BOXELDER ST.**

COLORADO TECHNOLOGICAL CENTER  
633 CTC BLVD.  
LANDSCAPE PLAN

SCALE: HORIZ. 1"=20'  
VERT. 1"=4'  
DESIGN/DATE: RD 20 Boulder, CO 80304  
DRAWN BY: JLD 303.449.9105  
DATE: 11/15/15  
FILE: G:\224218\224218-LP.DWG  
SHEET 10 OF 15







# COLORADO TECHNOLOGY CENTER FILING NO. 2

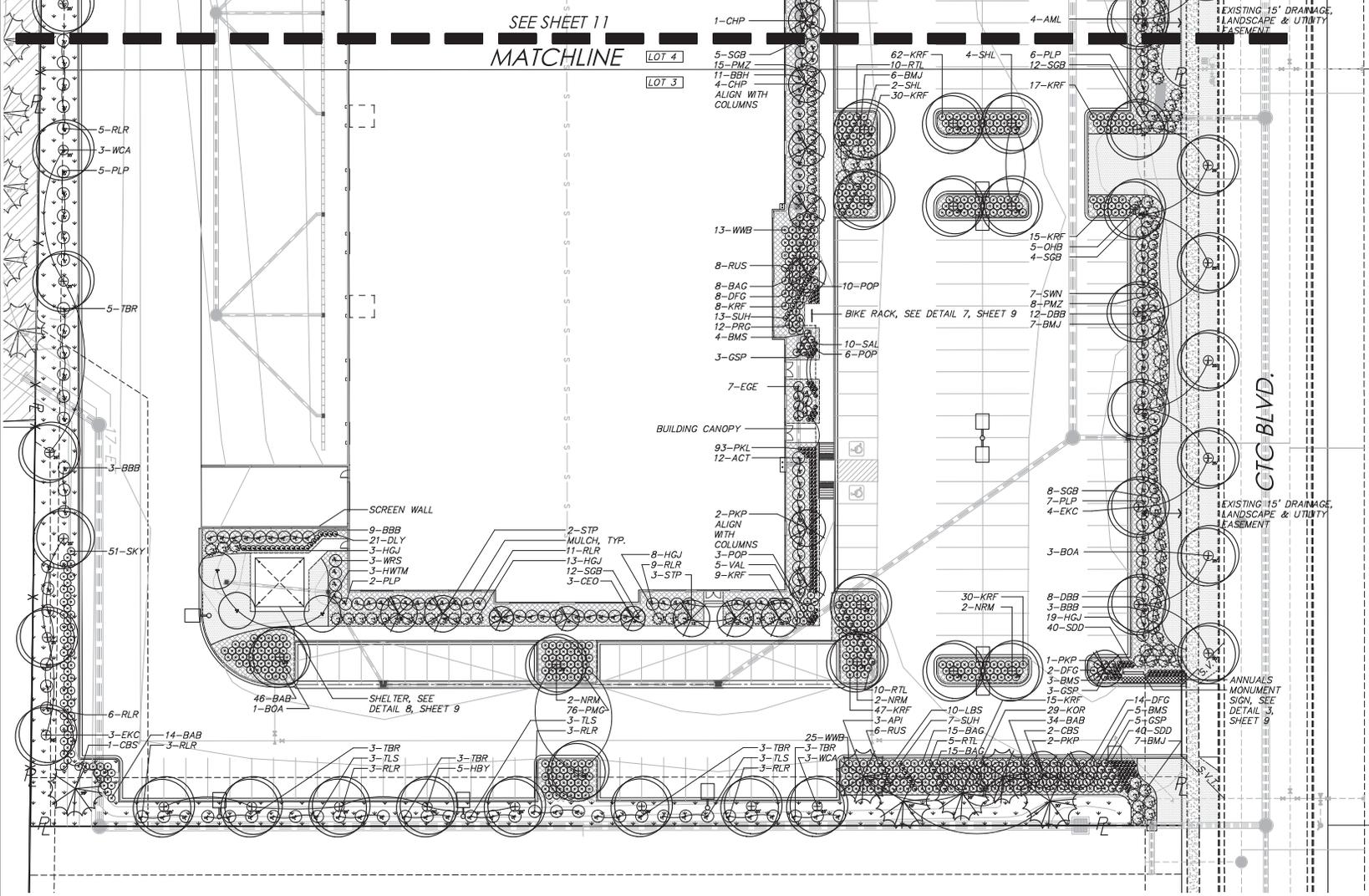
LOTS 3, 4, 5 & 16 - 633 CTC BLVD.

## FINAL PLANNED UNIT DEVELOPMENT

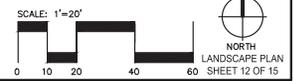
LOCATED IN THE SE QUARTER OF SECTION 16, TOWNSHIP 1 SOUTH, RANGE 69 WEST OF THE 6TH P.M., CITY OF LOUISVILLE, COUNTY OF BOULDER, STATE OF COLORADO

COLORADO TECHNOLOGICAL CENTER  
633 CTC BLVD.  
LANDSCAPE PLAN

|                               |                   |                   |
|-------------------------------|-------------------|-------------------|
| SCALE: HOR. 1"=20'            | 2500 Broadway     | CIVIL ENGINEERING |
| VERT. 1/8"=1'                 | Suite 8           | PLANNING          |
| DESIGN/APP. BO                | Boulder, CO 80304 | SURVEYING         |
| DRAWN BY BO                   | 303.449.9105      |                   |
| DATE: 11/16/15                | www.turbs.com     |                   |
| FILE: G:\224218\224218-1P.DWG |                   | SHEET 12 OF 15    |



|  |                    |
|--|--------------------|
|  | DECIDUOUS TREE     |
|  | EVERGREEN TREE     |
|  | ORNAMENTAL TREE    |
|  | EVERGREEN SHRUBS   |
|  | DECIDUOUS SHRUBS   |
|  | ORNAMENTAL GRASSES |
|  | PERENNIALS         |
|  | EDGER              |
|  | SOD                |
|  | ANNUALS            |
|  | ROCK MULCH         |
|  | PARKING LIGHT      |
|  | SEED               |



# COLORADO TECHNOLOGICAL CENTER FILING NO. 2

LOTS 3, 4, 5 & 16 - 633 CTC BLVD.

## FINAL PLANNED UNIT DEVELOPMENT

LOCATED IN THE SE QUARTER OF SECTION 16, TOWNSHIP 1 SOUTH, RANGE 69 WEST OF THE 6TH P.M., CITY OF LOUISVILLE, COUNTY OF BOULDER, STATE OF COLORADO

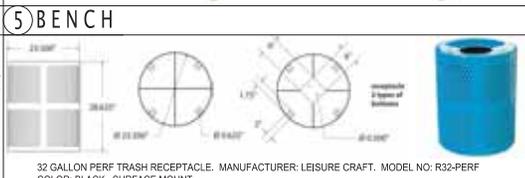
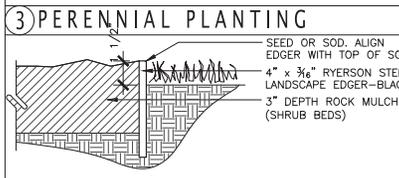
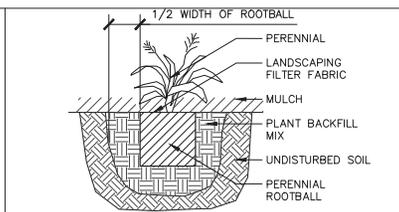
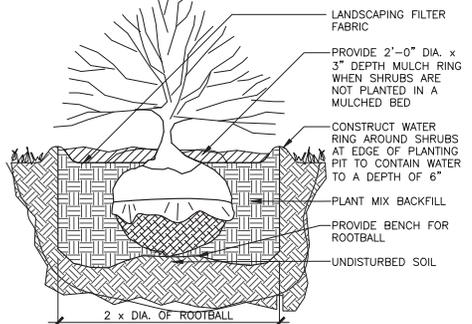
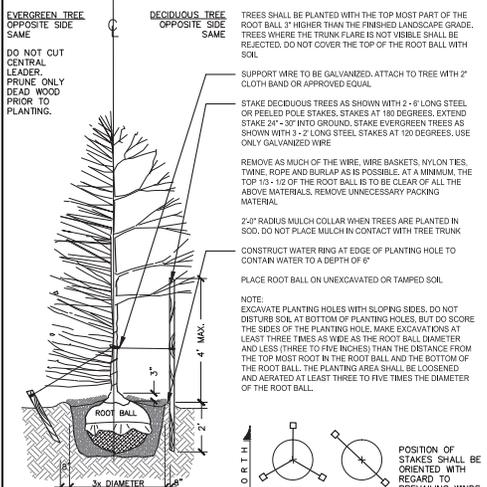
COLORADO TECHNOLOGICAL CENTER  
633 CTC BLVD  
LANDSCAPE DETAILS

SCALE: HORIZ. 1"=20'  
VERT. 1"=4'  
DATE: 11/16/2015  
FILE: G:\224218\224218-LP.DWG

2500 Broadway Suite 8  
Boulder, CO 80304  
303.449.9105  
www.hrs.com

CIVIL ENGINEERING  
PLANNING  
SURVEYING

SHEET 14 OF 16



### 1) TREE PLANTING DETAIL

1. ALL PLANT MATERIALS SHALL BE IN ACCORDANCE WITH AAM (American Association of Nurserymen) SPECIFICATIONS FOR NUMBER ONE GRADE.
2. ALL TURF AREAS SHALL BE IRRIGATED WITH AN AUTOMATIC POP-UP IRRIGATION SYSTEM. ALL SHRUB BEDS AND TREES TO BE IRRIGATED WITH AN AUTOMATIC DRIP (TRICKLE) IRRIGATION SYSTEM, OR ACCEPTABLE ALTERNATIVE. THE IRRIGATION SYSTEM IS TO BE ADJUSTED TO MEET THE WATER REQUIREMENTS OF THE INDIVIDUAL PLANT MATERIAL. IN PARKWAY AREAS, IRRIGATION SPRAY HEADS SHALL BE SPECIES AND ADJUSTED TO PREVENT IRRIGATION WATER FROM SPRAYING ON PUBLIC WALKS OR CURBS. IRRIGATION DESIGN WILL BE DESIGN/BUILD BY OTHERS. IRRIGATION PLANS TO BE SUBMITTED TO THE CITY FOR REVIEW AND APPROVAL PRIOR TO INSTALLATION OF THE SYSTEM.
3. ALL TREES TO BE BALLED & BURLAPPED, CONTAINERED, OR ROOT CONTROL BAGS.
4. ALL SHRUB BEDS TO BE MULCHED WITH ROCK MULCH (3\"/>

### 2) SHRUB PLANTING DETAIL

| DECIDUOUS TREES |     |                                |                                           |
|-----------------|-----|--------------------------------|-------------------------------------------|
| SYM             | QTY | COMMON NAME                    | BOTANICAL NAME                            |
| AML             | 15  | LINDEN, AMERICAN               | <i>Tilia americana</i>                    |
| BOA             | 7   | OAK, BUR                       | <i>Quercus macrocarpa</i>                 |
| EKC             | 13  | COFFEE TREE, ESPRESSO KENTUCKY | <i>Gymnocladia dioica 'Espresso'</i>      |
| HBY             | 12  | HACKBERRY                      | <i>Celtis occidentalis</i>                |
| NRM             | 12  | MAPLE, NORTHWOOD RED           | <i>Acer rubrum 'Northwood'</i>            |
| OHB             | 13  | HUCKEY, OHIO                   | <i>Aesculus glabra</i>                    |
| SHL             | 12  | BUNYELCUST, SHADEMASTER        | <i>Gleditsia inaequalis 'Shademaster'</i> |
| WCA             | 16  | CATALPA, WESTERN               | <i>Catalpa speciosa</i>                   |

| EVERGREEN TREES |     |                                   |                                            |
|-----------------|-----|-----------------------------------|--------------------------------------------|
| SYM             | QTY | COMMON NAME                       | BOTANICAL NAME                             |
| BPI             | 4   | PINE, BRISTLECONE                 | <i>Pinus aristata</i>                      |
| CB5             | 3   | SPRUCE, COLORADO BLUE             | <i>Picea pungens 'Glauca'</i>              |
| VLP             | 9   | PINE, VANDERWOLF'S PYRAMID LUMBER | <i>Pinus flexilis 'Scapularis' Limber'</i> |
| APR             | 8   | PINE, AUSTRIAN                    | <i>Pinus nigra</i>                         |

### 4) EDGER

| DECIDUOUS SHRUBS |     |                                 |                                               |
|------------------|-----|---------------------------------|-----------------------------------------------|
| SYM              | QTY | COMMON NAME                     | BOTANICAL NAME                                |
| ACT              | 37  | CURRENT, ALPINE                 | <i>Ribes alpinum</i>                          |
| AHY              | 13  | HYDRANGEA, ANNABELLE            | <i>Hydrangea arborescens 'Annabelle'</i>      |
| BBB              | 47  | BUTTERFLY BUSH, BLACK KNIGHT    | <i>Buddleia davidii 'Black Knight'</i>        |
| BBH              | 22  | BUTTERFLY BUSH, HARLEQUIN       | <i>Buddleia davidii 'Harlequin'</i>           |
| BMS              | 59  | SPIREA, BLUE MIST               | <i>Caryophyllus x cladonensis 'Blue Mist'</i> |
| CAC              | 11  | CRANBERRYBUSH, COMPACT AMERICAN | <i>Viburnum trilobum 'Bailey Compact'</i>     |
| CMD              | 25  | DAPHNE, CAROL MACKIE            | <i>Daphne x burkwoodii 'Carol Mackie'</i>     |
| CMO              | 24  | MOCKORANGE, CHEYENNE            | <i>Philadelphus lewisii 'Cheyenne'</i>        |
| DBB              | 92  | BURNING BUSH, DWARF             | <i>Euonymus alatus 'Compacta'</i>             |
| IDW              | 22  | DOGWOOD, ISANTI                 | <i>Comus sericea 'Isanti'</i>                 |
| KDW              | 7   | DOGWOOD, KESEY                  | <i>Comus sericea 'Kelsey'</i>                 |
| PJM              | 30  | RHODODENDRON, PJM               | <i>Rhododendron 'PJM'</i>                     |
| PLP              | 38  | PLUM, PURPLE LEAF               | <i>Prunus cistena</i>                         |
| RLR              | 75  | ROSE, RED LEAFED                | <i>Rosa glauca</i>                            |
| RUS              | 33  | SAGE, RUSSIAN                   | <i>Perovskia atriplicifolia</i>               |
| SCB              | 93  | BROOM, SPANISH GOLD             | <i>Cytisus purgans 'Spanish Gold'</i>         |
| SPB              | 4   | BUTTERFLY BUSH, SPRING BLOOMING | <i>Buddleia alternifolia</i>                  |
| SWN              | 15  | NINEBARK, SUMMER WINE           | <i>Physocarpus opulifolius 'Summer Wine'</i>  |
| TBR              | 32  | RABBITBRUSH, TALL BLUE          | <i>Chrysothamnus nauseosus albicaulis</i>     |
| TLS              | 19  | SUNAC, THREE LEAF               | <i>Rhus trilobata</i>                         |
| WRS              | 5   | ROSE, WOOD'S                    | <i>Rosa woodii</i>                            |

### 6) TRASH CAN

| EVERGREEN SHRUBS |     |                             |                                                  |
|------------------|-----|-----------------------------|--------------------------------------------------|
| SYM              | QTY | COMMON NAME                 | BOTANICAL NAME                                   |
| BMJ              | 72  | JUNIPER, BROADMOOR          | <i>Juniperus sabinna 'Broadmoor'</i>             |
| CM2              | 12  | MANZANITA, CASCADE          | <i>Arctostaphylos x coloradoensis 'Cascade'</i>  |
| EGE              | 54  | EUONYMUS, EMERALD GAIETY    | <i>Euonymus fortunei 'Emerald Gaiety'</i>        |
| GSP              | 37  | SPRUCE, GLOUCESTER          | <i>Picea pungens 'GloUCESTER'</i>                |
| HGJ              | 53  | JUNIPER, HUGHES             | <i>Juniperus horizontalis 'Hughes'</i>           |
| ILE              | 7   | EUONYMUS, LITTLE LEAF       | <i>Euonymus fortunei 'Kewensis'</i>              |
| PM2              | 116 | MANZANITA, PANCHITO         | <i>Arctostaphylos x coloradoensis 'Panchito'</i> |
| PWC              | 55  | WINTER CREEPER, PURPLE LEAF | <i>Euonymus fortunei 'Coloratus'</i>             |
| RTL              | 40  | TORCHLILY, REGAL            | <i>Kniphofia caulescens</i>                      |
| TW               | 17  | YEW, TAUNTON                | <i>Taxus x media 'Taunton'</i>                   |
| WGB              | 12  | BOXWOOD, WINTER GEM         | <i>Buxus 'Winter Gem'</i>                        |

### 5) LANDSCAPE NOTES

5. OWNER SHALL ENSURE THAT THE LANDSCAPE PLAN IS COORDINATED WITH THE PLANS DONE BY OTHER CONSULTANTS SO THE PROPOSED GRADING, STORM DRAINAGE, OR OTHER CONSTRUCTION DOES NOT CONFLICT NOR PRECLUDE INSTALLATION AND MAINTENANCE OF LANDSCAPE ELEMENTS ON THIS PLAN.
6. ANY CHANGES IN SPECIES AND PLANT LOCATIONS DURING CONSTRUCTION AS REQUIRED BY SITE CONDITIONS OR AVAILABILITY NEED APPROVAL BY THE OWNER OR LANDSCAPE ARCHITECT PRIOR TO INSTALLATION. OVERALL QUALITY AND DESIGN CONCERN TO BE CONSISTENT WITH APPROVED LANDSCAPE PLANS. ANY CHANGES WILL BE PROVIDED TO OWNER AND THE CITY OF LOUISVILLE FOR REVIEW AND APPROVAL PRIOR TO INSTALLATION.
7. PRIOR TO INSTALLATION OF SEED, PLANT MATERIAL & SOD, CONTRACTOR TO THOROUGHLY LOOSEN ALL AREAS THAT HAVE BEEN COMPACTED OR DISTURBED BY CONSTRUCTION. CONTRACTOR TO THOROUGHLY INCORPORATE SIX (6) CUBIC YARDS OF COMPOST OR COMPOSTED WEEF FINE MANURE PER 1,000 SQUARE FEET TO BED AND SOD AREAS. AREAS TO BE SEED TO RECEIVE FOUR (4) CUBIC YARDS OF AMENDMENT. ORGANIC MATERIAL TO HAVE FOLLOWING CHARACTERISTICS:
  - ORGANIC MATTER: 25% OR GREATER
  - SALT CONTENT: 3.0 mmhos/cm MAX.
  - pH: 8.5 MAXIMUM
  - CARBON TO NITROGEN RATIO: 10:1 TO 25:1
- CONTRACTOR TO PROVIDE A NUTRIENT TEST FROM THE LAST 3 MONTHS PRIOR TO SPREADING. MOUNTAIN PEAT, ASPEN HUMUS, GYPSUM AND SAND WILL NOT BE ACCEPTED.
8. TURF GRASS WILL BE SODDED WITH TURF-TYPE TALL FESCUE.
9. ALL SEEDED AREAS TO BE SEED WITH SEED MIX SPECIFIED. NO SUPPLEMENTAL IRRIGATION IS SPECIFIED. ANNUAL MOWING TO APPROXIMATELY 6" IN THE SPRING IS RECOMMENDED.
10. TO THE MAXIMUM EXTENT FEASIBLE, TOPSOIL THAT IS REMOVED DURING CONSTRUCTION ACTIVITY SHALL BE CONSERVED FOR LATER USE ON AREAS REQUIRING REVEGETATION AND LANDSCAPING.
11. THE LANDSCAPE DESIGN COMPLIES WITH THE STANDARDS WITHIN THE CITY OF LOUISVILLE INDUSTRIAL DEVELOPMENT DESIGN STANDARDS AND GUIDELINES, DATED JANUARY 18, 2000.
12. IN PARKWAY AREAS LESS THAN 10 (TEN) FEET WIDE, FOOT BARRIERS SHALL BE LOCATED AT BACK OF WALK OR CURB WHERE TREES ARE PLANTED LESS THAN 5 (FIVE) FEET FROM CURB OR WALK.
13. TREES SHALL BE PLANTED A MINIMUM DISTANCE FROM CITY UTILITY LINES: 7' (DECIDUOUS); 10' (EVERGREEN).

### 6) LANDSCAPE LEGEND

| ORNAMENTAL GRASSES |     |                                   |                                                   |
|--------------------|-----|-----------------------------------|---------------------------------------------------|
| SYM                | QTY | COMMON NAME                       | BOTANICAL NAME                                    |
| BAB                | 132 | BRASS BLUE GRASS, BLONDE AMBITON  | <i>Bouteloua gracilis 'Blonde Ambition'</i>       |
| BAG                | 103 | BLUE AVENA GRASS                  | <i>Helictotrichon sempervirens</i>                |
| DFG                | 362 | FOUNTAIN GRASS, DWARF             | <i>Pennisetum alopecuroides 'Harmeln'</i>         |
| ING                | 36  | INDIAN GRASS                      | <i>Sorghastrum nutans</i>                         |
| KFG                | 39  | FEATHER REED GRASS, KARL FOERSTER | <i>Calamagrostis x acutiflora 'Karl Foerster'</i> |
| KOR                | 87  | FEATHER REED GRASS, KOREAN        | <i>Calamagrostis brachyacta</i>                   |
| KRF                | 319 | FOUNTAIN GRASS, KARLEY ROSE       | <i>Pennisetum orientale 'Karley Rose'</i>         |
| LBS                | 38  | BLUESTEM, LITTLE                  | <i>Schizachyrium scardupium 'The Blues'</i>       |
| PMG                | 111 | MAIDEN GRASS, PURPLE              | <i>Miscanthus sinensis 'Purplepursers'</i>        |
| PRG                | 101 | RUBY GRASS, PINK CRYSTALS         | <i>Melinis nervuligms</i>                         |
| SKY                | 73  | SKYRACER TALL PURPLE MOOR GRASS   | <i>Molinia caerulea arundinacea 'Skyracer'</i>    |
| YMG                | 74  | MAIDEN GRASS, VAREGATED           | <i>Miscanthus sinensis 'Varegatus'</i>            |
| WWB                | 91  | BLUESTEM, WINDWALKER BIG          | <i>Andropogon gerardi 'Windwalker'</i>            |

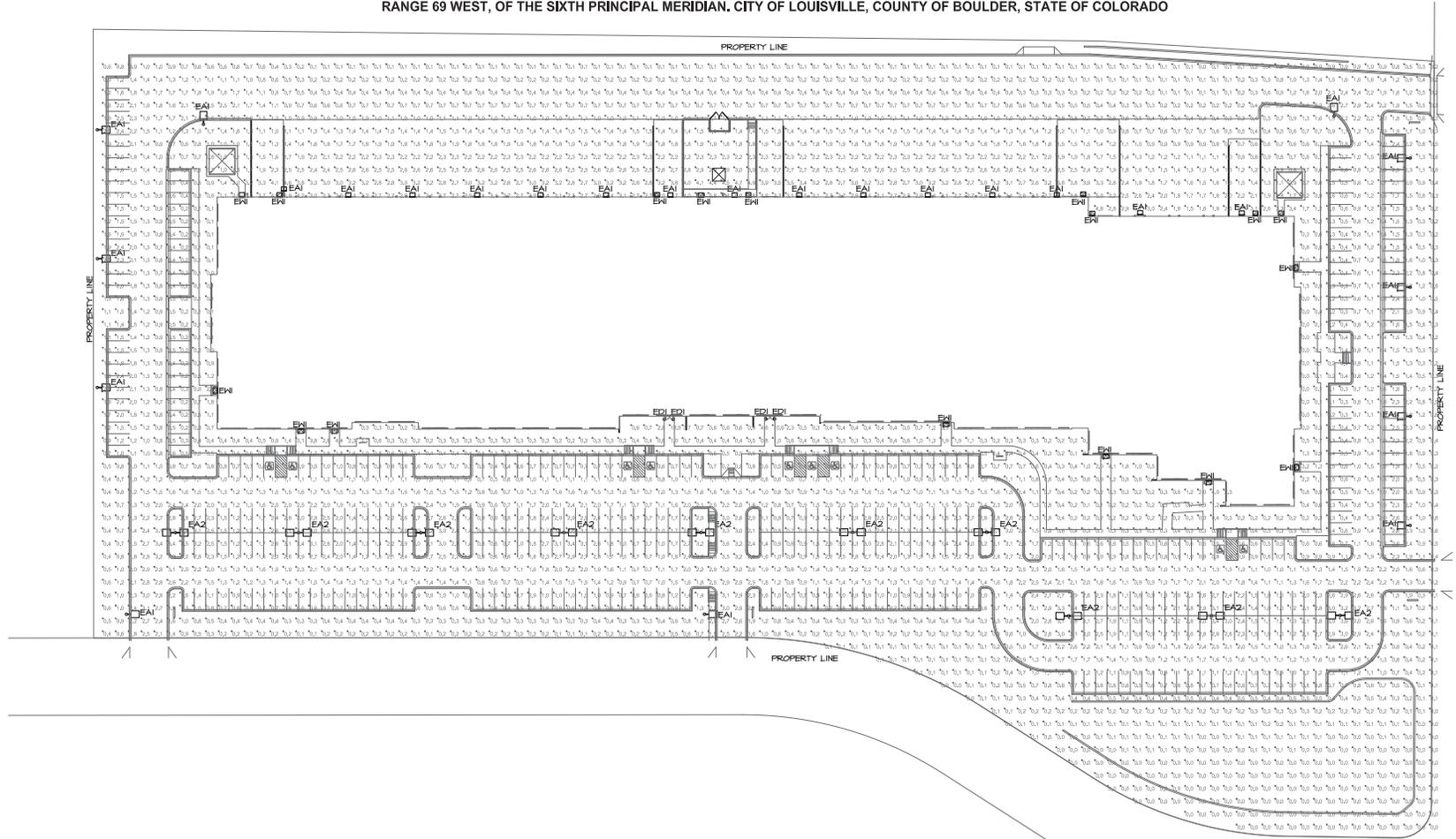
### 7) SEED MIX

| PERENNIALS |     |                           |                                         |
|------------|-----|---------------------------|-----------------------------------------|
| SYM        | QTY | COMMON NAME               | BOTANICAL NAME                          |
| CBL        | 51  | CORAL BELLS               | <i>Heuchera sanguinea</i>               |
| COL        | 75  | COLUMBINE, ROCKY MOUNTAIN | <i>Aquilegia scopulorum</i>             |
| DLY        | 51  | DAYLILY, SPP.             | <i>Hemerocallis spp.</i>                |
| HOS        | 40  | HOSTA, SPP.               | <i>Hosta spp.</i>                       |
| PKL        | 97  | PERIWINKLE                | <i>Vinca minor</i>                      |
| POP        | 158 | MALLOW, POPPY             | <i>Callitriche invariata</i>            |
| SAL        | 13  | SEDUM AUTUMN JOY          | <i>Sedum spectabile 'Autumn Joy'</i>    |
| SAL        | 86  | SALVIA, MAY NIGHT         | <i>Salvia nemorosa 'May Night'</i>      |
| SDD        | 132 | DAYLILY, STELLA D'ORO     | <i>Hemerocallis x 'Stella d'Oro'</i>    |
| SUH        | 57  | HYSSOP, SUNSET            | <i>Agastache rupestris</i>              |
| VAL        | 33  | VALERIAN, RED             | <i>Centranthus ruber</i>                |
| WRH        | 25  | HOSTA, WHITE RIMMED       | <i>Hosta x undulata 'Albomarginata'</i> |

NOTES:  
1. DRILL SEED AT 23.3 POUNDS PURE LIVE SEED PER ACRE USING A RANGELAND DRILL.  
2. AT THIS SEEDING RATE, THERE WILL BE ABOUT 125 SEEDS PER SQUARE FOOT.

# COLORADO TECHNOLOGICAL CENTER FILING NO. 2, LOTS 3,4,5,& 16. 633 CTC BLVD. FINAL PLANNED UNIT DEVELOPMENT

LOCATED IN THE SOUTHEAST QUARTER OF SECTION 16 TOWNSHIP 1 SOUTH,  
 RANGE 69 WEST, OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF LOUISVILLE, COUNTY OF BOULDER, STATE OF COLORADO



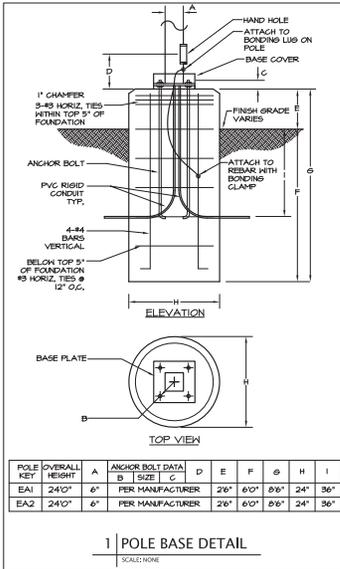
1 SITE PHOTOMETRIC PLAN  
 1"=400'

SITE PHOTOMETRIC  
 PLAN  
 11/20/2015  
 SHEET 14 OF 15

# COLORADO TECHNOLOGICAL CENTER FILING NO. 2, LOTS 3,4,5,& 16. 633 CTC BLVD.

## FINAL PLANNED UNIT DEVELOPMENT

LOCATED IN THE SOUTHEAST QUARTER OF SECTION 16 TOWNSHIP 1 SOUTH,  
RANGE 69 WEST, OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF LOUISVILLE, COUNTY OF BOULDER, STATE OF COLORADO



- GENERAL NOTES**
1. FIXTURE POLE HEIGHTS DO NOT EXCEED 24 FEET ON THE PROPERTY.
  2. ALL LIGHT FIXTURES TO BE CONTROLLED VIA ASTRONOMICAL TIMELOCK WITH PHOTOCELL TO ALLOW LIGHTS TO BE TURNED 'ON' ONLY DURING NON-DAYLIGHT HOURS.
  3. ALL LIGHT FIXTURES THAT ARE VISIBLE FROM ANY STREET RIGHT-OF-WAY OR ADJACENT PROPERTIES ARE FULL-CUTOFF AND SHIELDED TO REDUCE GLARE BEYOND THE PROPERTY LINE. ALL LAMPS DO NOT EXTEND BELOW THE HOUSING OF THE FIXTURE.

| LIGHTING FIXTURE SCHEDULE | TYPE                                                                          | DESCRIPTION | MANUFACTURER                             | CATALOG NUMBER | VOLTAGE | LAMP QTY | LAMP WATTAGE | LAMP TYPE | MAX. HEIGHT | LOCATION          | INSTALLATION INFORMATION | NOTES |
|---------------------------|-------------------------------------------------------------------------------|-------------|------------------------------------------|----------------|---------|----------|--------------|-----------|-------------|-------------------|--------------------------|-------|
| EA1                       | POLE MOUNTED AREA FIXTURE, LED FORWARD THRU MEDIUM 21/4" POLE HEIGHT          | LITHONIA    | DSM LED-4G-100-SOC-1PFL-1VOLT-5PANS-0000 | 271            | 1       | 84       | LED          | 84"       | POLE GROUND | 21/4" POLE HEIGHT |                          |       |
| EA2                       | POLE MOUNTED AREA FIXTURE, LED SQUARE DISTRIBUTION 21/4" POLE HEIGHT          | LITHONIA    | DSM LED-4G-100-SOC-1PFL-1VOLT-5PFL-0000  | 271            | 1       | 84       | LED          | 84"       | POLE GROUND | 21/4" POLE HEIGHT |                          |       |
| EA3                       | WALL MOUNTED AREA FIXTURE, LED TYPE 3 RECESSED BUILDING MOUNTED EXTERIOR WALL | LITHONIA    | DSM40-30G-1000-SOC-1PFL-1VOLT-1RE-0000   | 271            | 1       | 104      | LED          | 104"      | SURFACE     | 24" BOF           |                          |       |
| EA4                       | RECESSED DOWNLIGHT, LENSLED, LED                                              | LITHONIA    | RE401-10410040G-SER3                     | 271            | 1       | 41       | LED          | 41"       | SURFACE     | 8" BOF            |                          |       |
| ED1                       | RECESSED DOWNLIGHT, LENSLED, LED                                              | LITHONIA    | RE401-10410040G-SER3                     | 271            | 1       | 10.6     | LED          | 10.6"     | RECESSED    | CEILING           |                          |       |
| ED2                       | RECESSED DOWNLIGHT, LENSLED, LED BY BATTERY                                   | LITHONIA    | RE401-10410040G-SER3                     | 271            | 1       | 10.6     | LED          | 10.6"     | RECESSED    | CEILING           |                          |       |

ABBREVIATIONS: BOF - BOTTOM OF FIXTURE, RFD - RECESSED FIXTURE DEPTH, GR - OVERALL FIXTURE HEIGHT

GENERAL NOTES:  
 A. ALL FLUORESCENT LAMPS TO BE 3500K COLOR TEMPERATURE AND A MINIMUM OF 82CRI, UNLESS NOTED OTHERWISE.  
 B. ALL REFLECTOR LAMPS TO BE PROVIDED AS WIDE FLOOD DISTRIBUTION UNLESS NOTED OTHERWISE.  
 C. ALL FLUORESCENT LUMINAIRES THAT UTILIZE DOUBLE-ENDED LAMPS AND CONTAIN BALLASTS THAT CAN BE SERVICED IN PLACE SHALL HAVE A DISCONNECTING MEANS AS DESCRIBED IN NEC 410.30(B).

**STATISTICS**

| DESCRIPTION   | SYMBOL  | AVG     | MAX    | MIN | AVG/MIN |
|---------------|---------|---------|--------|-----|---------|
| PROPERTY LINE | + OJ FC | 0.1 FC  | 0.0 FC | N/A |         |
| WHOLE SITE    | + U FC  | 10.2 FC | 0.0 FC | N/A |         |

TYPE ED1

TYPE EW1

TYPE EA1,EA2

TYPE EA3

PHOTOMETRIC  
DETAILS  
11/20/2015  
SHEET 15 OF 15



TO: Sean McCartney, Principle Planner

FROM: Craig Duffin, City Engineer 

DATE: October 22, 2015

SUBJECT: CTC Filing 2, Lots 3, 4, 5 & 16 (633 CTC Blvd.)

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Public Works completed a review the Development Application Referral for the subject received on September 11, 2015 and staff comments are:

**GENERAL**

1. Public improvement construction plans shall be submitted to Public Works for review and approval prior to construction. Plans shall be prepared in accordance with City Design and Construction Standards, latest edition.
2. BMP Agreement shall be executed by the applicant for the maintenance of on-site detention/water quality facility prior to issuance construction acceptance.
3. A Storm Water Management Plan shall be prepared and submitted to Public Works in conformance with City template prior to overlot grading. A storm water discharge permit (associated with construction activities) is required.
4. Applicant shall provide annual water demand for the commercial building in order to determine the water and sewer tap fees. Also provide the square feet of irrigated landscape area to determine the irrigation water tap fee. Applicant shall complete a tap fee calculation form and submit with Building Permit Application
5. Landscape and irrigation plans shall be submitted to Public Works for review and approval prior to construction.

**PUD**Cover Sheet – 1 of 15

1. General Notes, item 8, edit sentence.

Utility Plan – 2 of 15

1. Applicant shall indicate the curb stop valve and exterior water meter locations on the civil plans.
2. Existing water service stubs and sewer service stubs that are not used shall be abandoned at the main as directed by the City. Abandon existing storm sewer pipe stubs at storm manhole and at right of way by plug as directed by the City.
3. Add XS and XW to legend.
4. Show existing and proposed driveways east and north of the project.

5. Provide an access easement over all paved surfaces for City utility maintenance and for emergency vehicles.
6. The 12" water main and 8 sanitary sewer main located in northwest corner of the site shall be publicly maintained when extended through the Hoyle property. Revise the alignment of these utilities to the 30' drive lane. Sewer main shall be 6' from west flowline. Water line shall be 11' east of sanitary sewer main. Easement shall be 35' – 40' wide; the east line of the easement is the east curb face.
7. Water service for the commercial building shall be connected to publicly maintained 12" water main, not the "private" 8" main.
8. Private water main/hydrants shall be clearly depicted on the civil engineering plans. 8" water main and appurtenances/attachments are "private". On site storm sewer is "private", including ex. 18" RCP between outfall structure and SB-2 (ex. 5' Type R Inlet). Label utilities private or public on the utility plan.
9. Noted fire hydrant in CTC Boulevard. If the 8" stub will not be used then the piping and fire hydrant assemblies shall be revised eliminating the stub, fire hydrant tee and 6" gate valve. This will be addressed on the civil plans.
10. Increase the drainage easement at southwest corner of site from 20' to 40' wide.
11. The City requests no fencing permitted within the 40' easement.
12. The south pipe will be installed to service the Hoyle/Self properties. The City will maintain the east/west leg of the storm pipe when there is more than one parcel connected.

#### Landscape Details – 13 of 15

1. Landscape Notes:
  - a. Note that staff will request a walk through of the irrigation system operation within right of way to confirm spray head adjustment prior to issuance of construction acceptance or a certificate of occupancy.
  - b. Note-Deciduous trees shall not be planted with 7' of City utility lines and evergreen trees shall not be planted within 10' of City utility lines.
  - c. Please note that staff prefers deciduous tree clearance of 5' from curb and walk.

#### **FINAL DRAINAGE REPORT**

1. Remove concept from the introduction, this is presented as a final report.
2. References – Add date, author, etc. to each reference.
3. Add soils information/maps to report (Type C).
4. Offsite Storm Pipe Analysis – Add information clarifying the 100 year design flow data (e.g. Hoyle property, Dillon Storage, Self, (33.07 AC, 5.0 AC, 3.81 AC). Will the swale remain?
5. Detention, V100 = V100. The 100 year volume should include ½ WQ Volume. Revise. Applicant may want to use modified FAA Method for Volumes.



6. Emergency Overflow Spillway, the weir shall release the pond inflow not the limited 100 year release rate of the site. Revise.
7. Update minor storm to 2 year per City criteria.
8. Update IDF Curve Legend (Blank).



## DRAFT PLANNING COMMISSION MINUTES

- **633 CTC Blvd Final PUD: Resolution 37, Series 2015.** A resolution recommending approval of a final Planned Unit Development (PUD) to construct a 153,018 sf single story industrial/flex building with associated site improvements on Lots 3, 4, 5, and 6, CTC Filing 2 subdivision.

- Applicant/Owner/Representative: Etkin Johnson
- Staff Member: Sean McCartney, Principal Planner

Conflict of Interest and Disclosure:

None.

Public Notice Certification:

Published in the Boulder Daily Camera on November 22, 2015. Posted in City Hall, Public Library, Recreation Center, the Courts and Police Building, and mailed to surrounding property owners on November 20, 2015.

Material board submittal: Motion made by Russell to enter material board into record, seconded by Rice. Motion passed by voice vote.

Staff Report of Facts and Issues:

**McCartney** presented from Power Point:

- Project located on southwest corner of Boxelder and CTC Blvd. To the west is the property discussed last month for the Louisville Corporate Campus. During the development of this property, there was an access constructed from Louisville Corporate Campus to CTC Blvd. The access is in this development.
- The property is zoned Industrial (I). It is required to follow the IDDSG.
- The building is a 153,018 sf building general flex space.
- IDDSG requires maximum coverage of 75% hardscape and 25% soft scape. This proposal is 74% hardscape and 26% soft scape which exceeds IDDSG requirement.
- There are five access points: two on CTC Blvd, two on Boxelder, one access from eastern project.
- PARKING:
  - The “warehouse with loading” requires 2 spaces per 1,000 sf (307 spaces) and “office without loading” requires 4 spaces per 1,000 sf (612 spaces). The applicant is proposing 2.73 spaces per 1,000 sf (421 spaces) and 3.7 spaces per 1,000 sf (558 spaces).
  - The “office without loading” amount of 3.7 spaces per 1,000 square feet requires a waiver from the IDDSG. Staff believes the waiver request is acceptable and recommends approval.
- SIGNS:
  - Monument Signs:
    - IDDSG allows one freestanding sign for each access.
    - Applicant has five accesses but is requesting 4 monument signs.
  - Wall Signs - waiver:
    - IDDSG allows 15 sf wall signs, not to total more than 80 sf.
    - Applicant is proposing 40 sf signs not to total more than 120 sf.

Staff Recommendations:

Staff recommends approval of 633 CTC Blvd Final PUD: Resolution 37, Series 2015. A resolution recommending approval of a final Planned Unit Development (PUD) to construct a 153,018 sf single story industrial/flex building with associated site improvements on Lots 3, 4, 5, and 6, CTC Filing 2 subdivision, with the following condition:

## DRAFT PLANNING COMMISSION MINUTES

1. The applicant must comply with the October 22, 2015 Public Works memo prior to recordation.

### Commission Questions of Staff:

**Brauneis** asks about the parking spaces. Are we over on one and under on another?

**McCartney** says to get the overage, you look at the rear of the property. When you take out the loading area, the overage of the parking occurs.

**Rice** says when he read the discussion about parking spaces, there is an indication for allowance for another 134 spots. Is that what you just described? If they do not use the loading area, does this take them over?

**McCartney** says yes. It does not take them over it as it is still just under at 3.7. Four spaces would be needed for all office and they would be at 3.7 spaces/1000 sf. They have 558 spaces total without the loading area. Staff feels this is adequate.

**Brauneis** says there have been a number of buildings coming before PC. Some signage proposals have been accepted and some were not. In your view, is this sign waiver request okay because it is not hugely different?

**McCartney** says the 15 sf is a small sign in regard to a building measuring 153,000 sf in size. Almost every project in the CTC has requested a sign modification. They are not asking for a change of the type. They are allowed 2' signs which are standard. They want more sign area to cover more of the building.

### Applicant Presentation:

**Jim Vasbinder**, Etkin Johnson Group, 1512 Larimer Street, Suite 325, Denver, CO 80202  
Etkin Johnson Group now owns this property. We sold this property back in 2006 and just recently repurchased it last month. Regarding parking, we more than adequately satisfy the IDDSG which is 2 spaces/1000 sf. We always want to have the flexibility regarding parking since this is a spec building and we do not have a tenant presently. We want to provide some flexibility on additional parking if we do get office. We have slightly over 1,000,000 sf in the CTC and do not have any buildings that are 100% office. We have buildings with a substantial amount of R&D space or laboratory space, and very little warehouse. We do not use the doors and in most cases, we take the doors out and put windows in. We have not experienced any issues with the flexibility that the City has granted us to date.

### Commission Questions of Applicant:

**Tengler** asks relative to the docks, my assumption is that if the space is that flexible so you can install windows or doors, I assume they are not loading bays with a ramp?

**Vasbinder** says there is a combination. There are locations with ramps but the balance of the building between the ramps is traditional loading docks. We have installed glass, store front entrances, stairs, and mechanical equipment chases. We have a lot of flexibility. There is also a service area which will be walled enclosures. If a tenant had specialized equipment like cooling towers, this would provide a secure area as well as a visibility break for screening.

### Public Comment:

None.

### Summary and request by Staff and Applicant:

Staff recommends Planning Commission move to approve 633 CTC Blvd Final PUD: Resolution 37, Series 2015. A resolution recommending approval of a final Planned Unit Development (PUD) to construct a 153,018 sf single story industrial/flex building with associated site improvements on Lots 3, 4, 5, and 6, CTC Filing 2 subdivision, with the following condition:

## DRAFT PLANNING COMMISSION MINUTES

1. The applicant must comply with the October 22, 2015 Public Works memo prior to recordation.

Closed Public Hearing and discussion by Commission:

**Rice** says that the PC has seen a brisk pace of development in the CTC with lots of commercial space being developed. I think it is great and I am pleased to see it.

**Tengler** is in support. I suggest that Staff put the signage issue on the agenda for a first quarter meeting of 2016 since it comes up frequently.

**McCartney** says that the February agenda looks light so it may be presented then.

Motion made by O'Connell to approve **633 CTC Blvd Final PUD: Resolution 37, Series 2015**. A resolution recommending approval of a final Planned Unit Development (PUD) to construct a 153,018 sf single story industrial/flex building with associated site improvements on Lots 3, 4, 5, and 6, CTC Filing 2 subdivision, with the following condition:

1. The applicant must comply with the October 22, 2015 Public Works memo prior to recordation.

Seconded by Brauneis. Roll call vote.

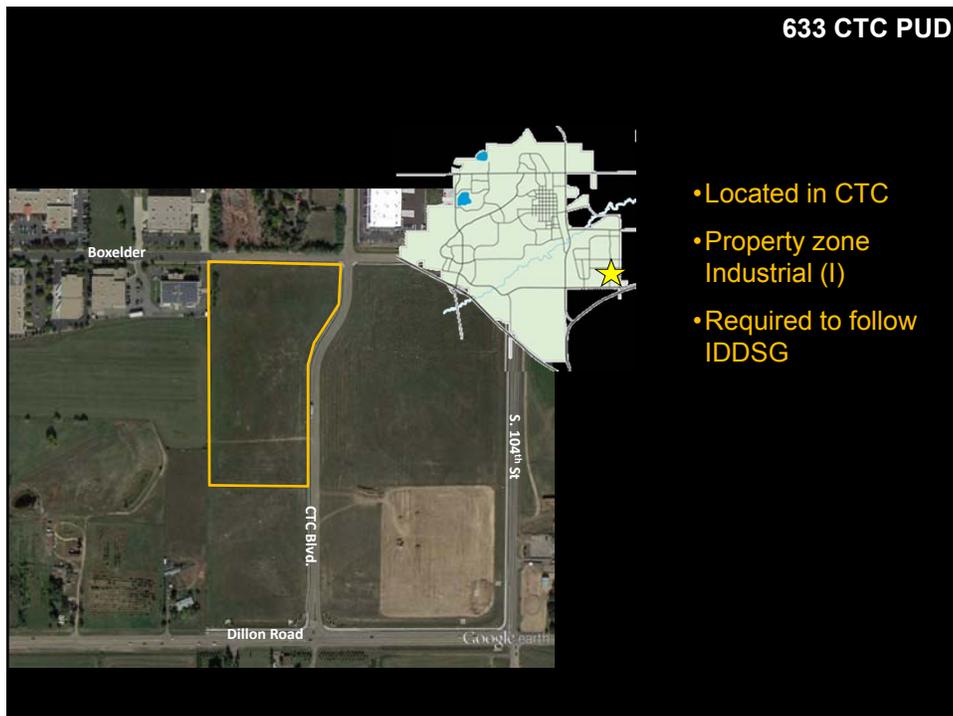
| Name                  | Vote |
|-----------------------|------|
|                       |      |
| Chris Pritchard       | N/A  |
| Jeff Moline           | Yes  |
| Ann O'Connell         | Yes  |
| Cary Tengler          | Yes  |
| Steve Brauneis        | Yes  |
| Scott Russell         | Yes  |
| Tom Rice              | Yes  |
| Motion passed/failed: | Pass |

Motion passes 6-0.

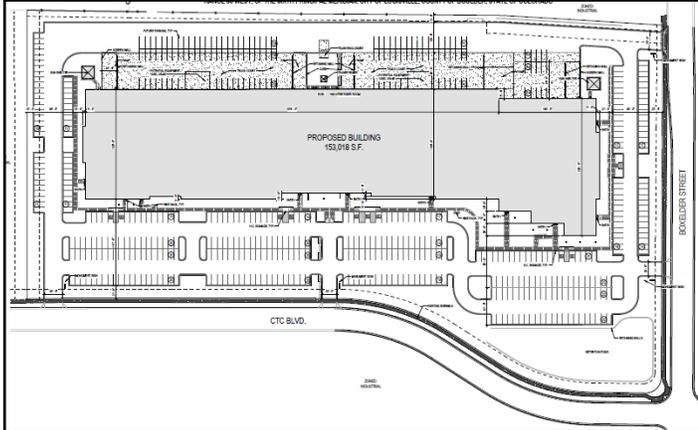
City Council – Public Hearing  
**633 CTC PUD**

ORDINANCE NO. 1714, SERIES 2016 – AN ORDINANCE APPROVING THE VACATION OF VARIOUS EASEMENTS ON LOTS 2, 3, 5, AND 16 OF COLORADO TECHNOLOGICAL CENTER FILING NO.2 SUBDIVISION – 1<sup>ST</sup> Reading – Set Public Hearing

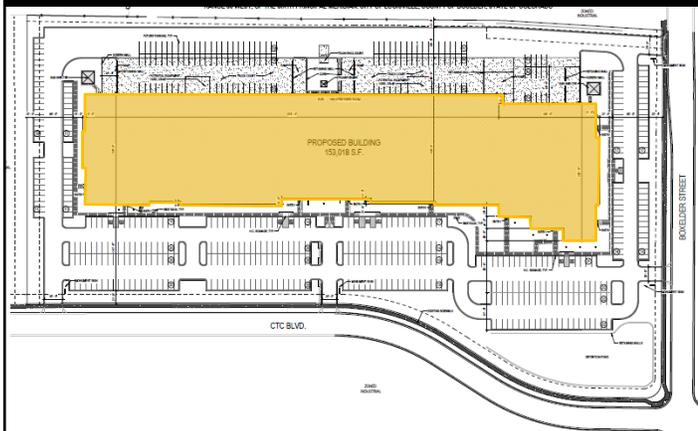
RESOLUTION NO. 4, SERIES 2016 - A REQUEST APPROVING A FINAL PLANNED UNIT DEVELOPMENT (PUD) TO CONSTRUCT A 153,018 SQUARE FEET SINGLE STORY INDUSTRIAL/FLEX BUILDING WITH ASSOCIATED SITE IMPROVEMENTS ON LOTS 3, 4, 5, AND 16, OF THE CTC FILING 2 SUBDIVISION.



633 CTC PUD



633 CTC PUD



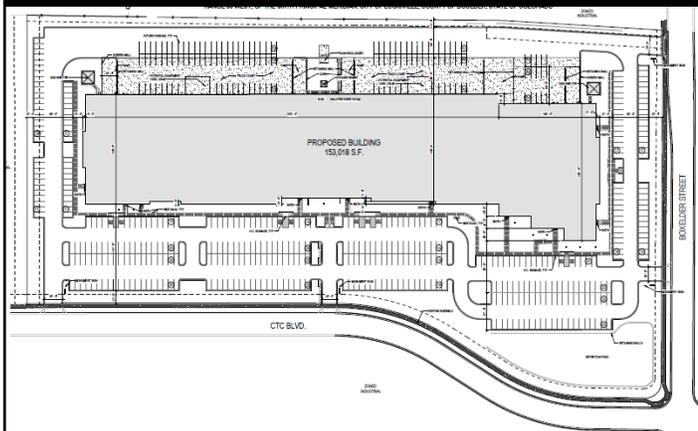
- 153,018 SF general flex space

**633 CTC PUD**



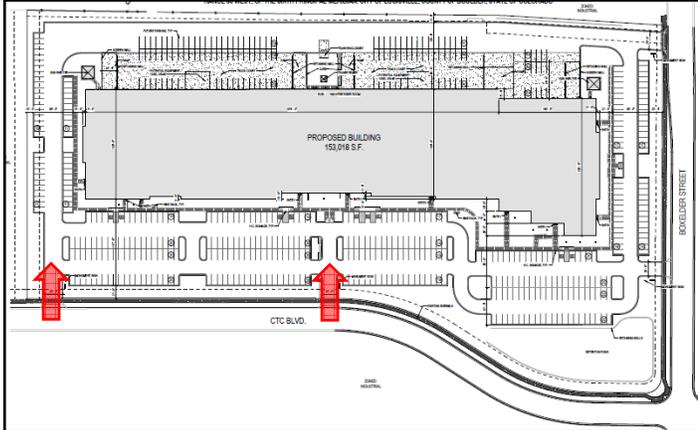
- 120,581 SF general flex space
- 74% hardscape; 26% soft scape – exceeds IDDSG requirement

**633 CTC PUD**



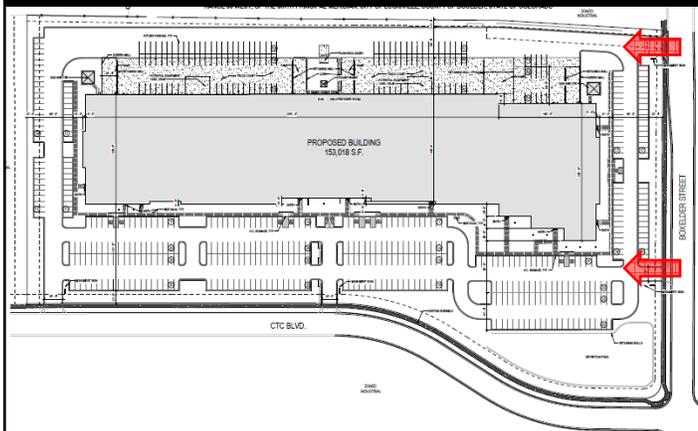
- 120,581 SF general flex space
- 72% hardscape; 28% soft scape – exceeds IDDSG requirement
- 5 access points:

### 633 CTC PUD



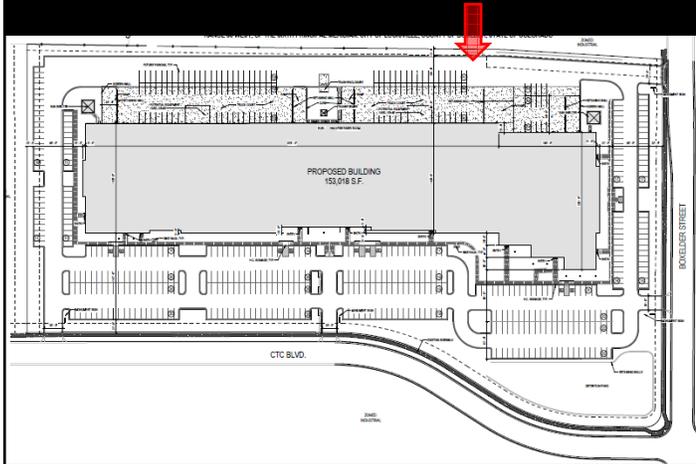
- 120,581 SF general flex space
- 72% hardscape; 28% soft scape – exceeds IDDSG requirement
- 5 access points:
  - Two on CTC

### 633 CTC PUD



- 120,581 SF general flex space
- 72% hardscape; 28% soft scape – exceeds IDDSG requirement
- 5 access points:
  - Two on CTC
  - Two on Boxelder

**633 CTC PUD**



- 120,581 SF general flex space
- 72% hardscape; 28% soft scape – exceeds IDDSG requirement
- 5 access points:
  - Two on CTC
  - Two on Boxelder
  - One from East

**633 CTC PUD**

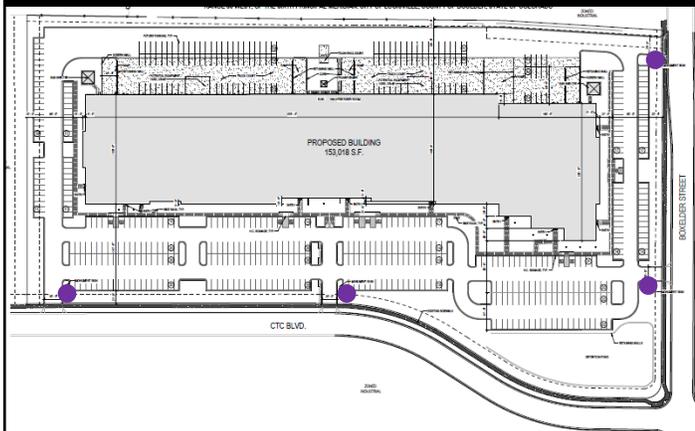
| Parking Plan             | Required                           | Proposed                 | Total      |
|--------------------------|------------------------------------|--------------------------|------------|
| Warehousing With Loading | 2 spaces per 1,000 SF (307 spaces) | 2.73 spaces per 1,000 SF | 421 spaces |
| Office Without Loading   | 4 spaces per 1,000 SF (612 spaces) | 3.7 spaces per 1,000 SF  | 558 spaces |

The “office without loading” amount of 3.7 space per 1,000 square feet requires a waiver from the IDDSG. Staff believes the waiver request is acceptable and recommends approval.

633 CTC PUD



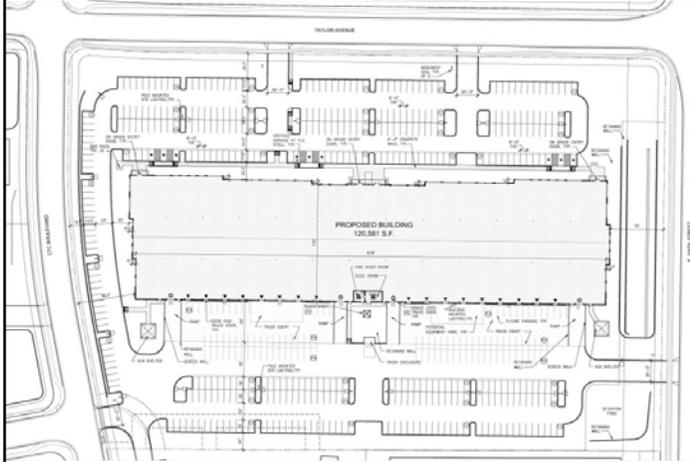
633 CTC PUD



Signs

Monument Signs:

- IDDSG allows one freestanding sign for each access
- Applicant is requesting 4 monument signs



Signs

Monument Signs:

- IDDSG allows one freestanding sign for each access
- Applicant is requesting 4 monument signs

Wall Signs - waiver:

- IDDSG allows 15 SF wall signs, not to total more than 80 SF
- Applicant is proposing 40 SF signs not to total more than 120 SF

Staff recommends approval of Ordinance No. 1714, Series 2016 and Resolution 4, Series 2016, with the following conditions:

1. The applicant must comply with the October 22, 2015 Public Works memo prior to recordation.

**SUBJECT:**           **ORDINANCE NO. 1715 SERIES 2016, AN ORDINANCE AMENDING SECTION 17.64.050 OF THE LOUISVILLE MUNICIPAL CODE TO MODIFY THE MINIMUM REVIEW SCHEDULE FOR REVIEW AND UPDATING OF THE CITYWIDE COMPREHENSIVE PLAN – 1<sup>ST</sup> Reading – Set Public Hearing for 2/2/2016**

**DATE:**               **JANUARY 5, 2016**

**PRESENTED BY:**   **TROY RUSS, PLANNING AND BUILDING SAFETY**

**SUMMARY:**

Based on previous City Council direction, staff is requesting to extend the minimum review schedule for the City's Comprehensive Plan from four years to ten years. This amendment to the Louisville Municipal Code (LMC) simply establishes the minimum review schedule and would not preclude City Council from reviewing the Comprehensive Plan more frequently.

The most recent 20-year vision document was adopted in May of 2013. With the adoption of this Ordinance, City Council would be required to review the Comprehensive Plan again in 2023.

**PLANNING COMMISSION ACTION:**

Planning Commission unanimously (6-0) recommended City Council approves Ordinance No. 1715, Series 2016. No one from the public spoke on this item.

**FISCAL IMPACT:**

The extension of the minimum review period of the Comprehensive Plan would have a positive fiscal impact by reducing staff time spent updating the comprehensive plan.

**STAFF RECOMMENDATION:**

Staff recommends City Council approve Ordinance No. 1715, Series 2016 on first reading and set second reading and public hearing for February 2, 2016

**ATTACHMENT(S):**

1. Ordinance 1715, Series 2016
2. Planning Commission Minutes – December 10, 2015 Hearing

**ORDINANCE NO. 1715  
SERIES 2015**

**AN ORDINANCE AMENDING SECTION 17.64.050 OF THE LOUISVILLE  
MUNICIPAL CODE TO MODIFY THE MINIMUM REVIEW SCHEDULE FOR  
REVIEW AND UPDATING OF THE CITYWIDE COMPREHENSIVE PLAN**

**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 Louisville Home Rule Charter; and

**WHEREAS**, by virtue of such authority, and as further authorized by state statutes, including but not limited to C.R.S. § 31-23-206, the City has broad authority to make and adopt a comprehensive plan for the physical development of the municipality; and

**WHEREAS**, pursuant to such authorities, on May 7, 2013, the City passed Resolution No. 18, Series 2013 adopting the 2013 Update of the 2009 Citywide Comprehensive Plan (“Comprehensive Plan”), which serves as a guiding document containing the policy framework under which new development and redevelopment within the City will be evaluated; and

**WHEREAS**, the City Council desires to amend the City’s minimum requirement for the review of the Comprehensive Plan from four years to ten years to better meet community expectations; and

**WHEREAS**, the City Council desires to retain the authority to review the Comprehensive Plan often as necessary; and

**WHEREAS**, after a duly noticed public hearing held December 10, 2015, where evidence and testimony were entered into the record, including the Louisville Planning Commission Staff Report dated December 10, 2015, the Louisville Planning Commission has recommended the City Council adopt the amendments to the Louisville Municipal Code set forth in this ordinance; and

**WHEREAS**, the City Council has provided notice of a public hearing on said ordinance by publication as provided by law and held a public hearing as provided in said notice; and

**WHEREAS**, the City Council desires to amend Section 17.64.050 of the Louisville Municipal Code to modify the minimum review schedule for review and updating of the Comprehensive Plan;

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

**Section 1.** Section 17.64.050 of the Louisville Municipal Code is hereby amended to read as follows (words to be added are underlined; words deleted are ~~stricken through~~):

**Sec. 17.64.050. - Time for review.**

A review and updating of the comprehensive plan shall occur at least every ~~four~~ ten years. The first review of the comprehensive plan after passage of the 2013 Update of the 2009 Citywide Comprehensive Plan (Resolution No. 18, Series 2013) ~~ordinance codified in this chapter (Ordinance No. 1546, Series 2009)~~ shall be completed on or before December 31, 2012~~3~~. Subsequent reviews shall be completed on or before December 31 in every ~~fourth~~ tenth year thereafter. Additional reviews of the comprehensive plan may occur more often as necessary.

**Section 2.** 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 3.** 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 4.** 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 5<sup>th</sup> day of January, 2016.**

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Robert P. Muckle, Mayor

ATTEST:

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Nancy Varra, City Clerk

APPROVED AS TO FORM:

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Light Kelly, P.C.  
City Attorney

**PASSED AND ADOPTED ON SECOND AND FINAL READING this 2<sup>nd</sup> day of February, 2016.**

\_\_\_\_\_  
Robert P. Muckle, Mayor

ATTEST:

\_\_\_\_\_  
Nancy Varra, City Clerk

# ***Planning Commission***

## ***Meeting Minutes***

**December 10, 2015**  
**City Hall, Council Chambers**  
**749 Main Street**  
**6:30 PM**

**Call to Order:** Chairman Tengler called the meeting to order at 6:30 P.M.

**Roll Call** was taken and the following members were present:

Commission Members Present: Cary Tengler, Vice Chairman  
Ann O'Connell, Secretary  
Steve Brauneis  
Jeff Moline  
Tom Rice  
Scott Russell

Commission Members Absent: Chris Pritchard, Chairman  
Staff Members Present: Troy Russ, Interim Planning Director  
Sean McCartney, Principal Planner  
Lauren Trice, Planner I

- **Comprehensive Plan Review Time–Code Amendment, Resolution 40, Series 2015:**  
A resolution recommending approval of an ordinance amending Section 17.64.050 of the Louisville Municipal Code to modify the minimum review schedule for review and updating of the citywide Comprehensive Plan.
- Staff member: Troy Russ, Interim Planning Director

Over the next four months, we are cleaning up the LMC while we have extra help in implementing our new building software. The current municipal code 17.64.050 requires that the Comp Plan be updated every four years. During the Comp Plan adoption of 2013, CC made it very clear that they wished it were longer from a requirement. This is an extension of the minimum review of the Comp Plan, extending it from four years to ten years. It does not preclude PC from recommending from recommending or CC from initiating an earlier review. If CC chooses to do an earlier review, this simply says that at a minimum, you are going to do it ten years from the adoption of the plan. The next one will be required to be 2023; they could certainly do it anytime earlier. That is responding to comments made during the Comp Plan and since, and trying to put breathing time as a minimum between it.

Motion made by O'Connell to approve **Comprehensive Plan Review Time–Code Amendment, Resolution 40, Series 2015:** A resolution recommending approval of an ordinance amending Section 17.64.050 of the Louisville Municipal Code to modify the minimum review schedule for review and updating of the citywide Comprehensive Plan.  
Seconded by Brauneis, roll call vote.

| Name                  | Vote |
|-----------------------|------|
| Chris Pritchard       | N/A  |
| Jeff Moline           | Yes  |
| Ann O'Connell         | Yes  |
| Cary Tengler          | Yes  |
| Steve Brauneis        | Yes  |
| Scott Russell         | Yes  |
| Tom Rice              | Yes  |
| Motion passed/failed: | Pass |

**Staff Comments:** None.

DRAFT