City Council

Agenda

Tuesday, February 2, 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 Minutes: January 19, 2016
C. Approval of 2016 Annual Fuel Purchase

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

7. CITY MANAGER'S REPORT

8. REGULAR BUSINESS

Citizen Information

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

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

7:15 – 7:45 pm

A. 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 – 2nd Reading – Public Hearing – Advertised *Daily Camera* 01/10/2016 – Continued from 01/19/2016

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

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

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

7:45 – 8:00 pm

B. 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 – 2nd Reading – Public Hearing – Advertised 01/10/2016

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

8:00 – 8:30 pm

C. SOUTH STREET GATEWAY AND RELATED PROJECTS UPDATE

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

8:30 – 9:00 pm

D. AWARD BID FOR THE 2016 ASPHALT RESURFACING AND RECONSTRUCTION PROJECT, 2016 CHIP SEAL PROJECT AND 2016 CONCRETE REPLACEMENT PROJECT

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

E. EXECUTIVE SESSION

1. REAL PROPERTY ACQUISITION AND DISPOSITION

(Louisville Charter, Section 5-2(c) – Authorized Topics – Consideration of real property acquisitions and dispostion, only as to appraisals and other value estimates and strategy, and C.R.S. 24-6-402(4)(a))

City Manager is Requesting the City Council Convene an Executive Session for the Purpose of Consideration of Potential Real Property Acquisition and Disposition Concerning Property in Louisville

REGULAR BUSINESS ITEMS SUSPENDED

- **Requests for Executive Session**
- **City Clerk Statement**
- **City Attorney Statement of Authority**
- **City Council Action on Motions for Executive Session**
- **Executive Session**
- **Council Reconvene**

REGULAR BUSINESS ITEMS CONTINUED

REPORT – DISCUSSION/DIRECTION/ACTION – REAL PROPERTY ACQUISITION AND DISPOSITION

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: 93229 Period: 01/15/16

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	
3735-1	PETTY CASH - BARB KELLEY					
	123115	PETTY CASH FRONT DESK	12/31/15	01/30/16	193.28	
	123115	PETTY CASH FRONT DESK	12/31/15	01/30/16	9.09	
	123115	PETTY CASH FRONT DESK	12/31/15	01/30/16	42.66	
	123115	PETTY CASH FRONT DESK	12/31/15	01/30/16	6.09	251.12
3370-1	PETTY CASH - JILL SIEWERT					
	123115	PETTY CASH LIBRARY	12/31/15	01/30/16	100.36	100.36
11094-1	WESTERN DISPOSAL SERVICES					
	010116CITY	DEC 15 CITY TRASH SERVICE	01/01/16	01/31/16	1,530.00	
	010116CITY	DEC 15 CITY TRASH SERVICE	01/01/16	01/31/16	286.50	
	010116CITY	DEC 15 CITY TRASH SERVICE	01/01/16	01/31/16	173.80	
	010116CITY	DEC 15 CITY TRASH SERVICE	01/01/16	01/31/16	290.10	
	010116CITY	DEC 15 CITY TRASH SERVICE	01/01/16	01/31/16	297.50	2,577.90
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	BANK TOTAL PAYMENTS				2,929.38	2,929.38
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	GRAND TOTAL PAYMENTS				2,929.38	2,929.38

City of Louisville
Cash Disbursement Edit List

Batch: 93231 Period: 01/15/16

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	
1205-1	COLORADO DEPT OF REVENUE					
	4QSTX2015	4Q 2015 SALES TAX	12/31/15	01/30/16	188.00	
	4QSTX2015	4Q 2015 SALES TAX	12/31/15	01/30/16	2,956.00	3,144.00
9965-1	DAVID HINZ					
	010916	TRAVEL ADVANCE 1/19-1/22/16	01/09/16	02/08/16	256.00	256.00
14154-1	INTEGRA TELECOM					
	13533482	JAN 16 CITY PHONE CIRCUIT	12/21/15	01/20/16	1,677.91	1,677.91
7758-1	MICHAEL MILLER					
	010916	TRAVEL ADVANCE 1/19-1/22/16	01/09/16	02/08/16	256.00	256.00
55	JOHN R. MUNTYAN					
	U!00001016	341/134064711: UTILITY REFUND	01/07/16	01/07/16	141.12	141.12
55	SHANNON & STEPHANIE SOVNDAL					
	U!00001018	17271/263052031: UTILITY REFUN	01/12/16	01/12/16	7.87	
	U!00001018	17271/263052031: UTILITY REFUN	01/12/16	01/12/16	131.54	
	U!00001018	17271/263052031: UTILITY REFUN	01/12/16	01/12/16	11.63	
	U!00001018	17271/263052031: UTILITY REFUN	01/12/16	01/12/16	6.78	157.82
55	CHICAGO TITLE					
	U!00001019	7743/273047653: UTILITY REFUND	01/14/16	01/14/16	48.59	48.59
55	RUTH ANN GEISE					
	U!00001020	10734/134049902: UTILITY REFUN	01/14/16	01/14/16	112.00	112.00
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	BANK TOTAL PAYMENTS				5,793.44	5,793.44
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	GRAND TOTAL PAYMENTS				5,793.44	5,793.44

City of Louisville
Cash Disbursement Edit List

Batch: 93281 Period: 01/21/16

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	
1115-1	COLONIAL INSURANCE					
	0101233	#9711888 JAN 16 EMPLOYEE PREM	01/03/16	02/02/16	555.15	555.15
8158-1	COLORADO DEPT OF REVENUE					
	011516	EMPLOYEE GARNISHMENT PP#01	01/15/16	02/14/16	90.43	90.43
11298-1	DELTA DENTAL OF COLORADO					
	DELTA0216	#007562-0000 FEB 16 EMPL PREM	01/21/16	02/20/16	13,109.11	13,109.11
5255-1	FAMILY SUPPORT REGISTRY					
	011516	EMPLOYEE GARNISHMENT PP#01	01/15/16	02/14/16	100.00	100.00
6455-1	KAISER PERMANENTE					
	0018081666	05920-01-16 FEB 16 EMPL PREM	01/07/16	02/06/16	127,845.77	127,845.77
14002-1	KANSAS PAYMENT CENTER					
	011516	EMPLOYEE GARNISHMENT PP#01	01/15/16	02/14/16	270.46	270.46
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	BANK TOTAL PAYMENTS				141,970.92	141,970.92
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	GRAND TOTAL PAYMENTS				141,970.92	141,970.92

City of Louisville
Cash Disbursement Edit List

Batch: 93355 Period: 02/02/16

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	
13547-1	A G WASSENAAR INC					
	258082	GEOTECH TESTING SERVICES	11/30/15	12/30/15	129.50	
	259125	GEOTECH TESTING SERVICES	01/12/16	02/11/16	253.50	383.00
9319-1	AMERICAN DATA GROUP INC					
	10124	ADG NEW SERVER SETUP	12/31/15	01/30/16	455.00	455.00
640-1	BOULDER COUNTY					
	12325	2015 COORDINATED ELECTION	12/31/15	01/30/16	16,258.32	16,258.32
7739-1	BOULDER COUNTY					
	12397	DEPUTY WORK PARADE/TURKEY TROT	12/31/15	01/30/16	1,666.00	1,666.00
8588-1	BOULDER COUNTY					
	12444	NOV 15 RECYCLING FEES	12/31/15	01/30/16	882.56	882.56
1122-1	BRETSA					
	100115	SPANISH LANGUAGE LINE	10/01/15	10/31/15	36.67	36.67
935-1	CENTENNIAL PRINTING CO					
	58341	HPC MASTER PLANS	11/30/15	12/30/15	1,825.00	1,825.00
14036-1	CENTER COPY BOULDER INC					
	43684	DETOX HOLD FORMS	12/31/15	01/30/16	52.00	52.00
13352-1	CGRS INC					
	2-10242-52088	FUEL TANK POLLING	10/31/15	11/30/15	25.00	
	3-10242-9677-1015	FUEL TANK DECOMMISSIONING	10/31/15	11/30/15	3,576.87	
	3-10242-9677-1015	FUEL TANK DECOMMISSIONING	10/31/15	11/30/15	3,576.88	
	3-10242-9677-1015	FUEL TANK DECOMMISSIONING	10/31/15	11/30/15	3,576.88	
	3-10242-9677-1015	FUEL TANK DECOMMISSIONING	10/31/15	11/30/15	3,576.88	14,332.51
1005-1	CHEMATOX LABORATORY INC					
	19122	DUI BLOOD TEST	12/26/15	01/25/16	20.00	20.00
11508-1	CITRON WORK SPACES					
	13893	COMBO STORAGE CABINET FIN	01/19/16	02/18/16	838.00	838.00
13260-1	CLIFTON LARSON ALLEN LLP					
	1172639	DEC 15 UTILITY BILLING SERVICE	01/21/16	02/20/16	4,056.39	
	1172639	DEC 15 UTILITY BILLING SERVICE	01/21/16	02/20/16	2,601.38	
	1172639	DEC 15 UTILITY BILLING SERVICE	01/21/16	02/20/16	582.00	
	1172639	DEC 15 UTILITY BILLING SERVICE	01/21/16	02/20/16	873.00	8,112.77
13820-1	COLORADO BARRICADE CO					
	65129524-001	DOWNTOWN NO PARKING SIGNS	12/30/15	01/29/16	4,691.00	
	65129565-001	SIGN ANCHORS	12/30/15	01/29/16	1,015.00	5,706.00
10916-1	COLORADO CODE CONSULTING LLC					
	7274	2015 ELEVATOR INSPECTIONS	12/02/15	01/01/16	9,360.00	
	7306	PLAN REVIEW	12/14/15	01/13/16	8,525.00	
	7394	ELEVATOR INSPECTIONS	04/09/15	05/09/15	700.00	

Batch: 93355 Period: 02/02/16

Vendor/ Remit#	Invoice Number	Description	Invoice Date	Due Date	Invoice Amount	Check Amount
	7407	PLAN REVIEW	01/08/16	02/07/16	9,587.50	28,172.50
1280-1	COLORADO STATE TREASURER					
	012516	132653-00-6-154 UNEMPLOYMENT	01/25/16	02/24/16	6,292.00	6,292.00
1505-1	DPC INDUSTRIES INC					
	737005611-15	CHLORINE NWTP	12/22/15	01/21/16	798.00	798.00
10623-1	FRONT RANGE LANDFILL INC					
	40363	LANDFILL FEES	12/31/15	01/30/16	1,146.71	1,146.71
6847-1	GENERAL AIR SERVICE & SUPPLY					
	91736229-1	CYLINDER RENTAL SHOPS	12/31/15	01/30/16	77.87	
	91736231-1	CYLINDER RENTAL WWTP	12/31/15	01/30/16	56.16	134.03
14147-1	GJMCMILLAN LLC					
	2016-3	PLANNING COVERAGE	01/08/16	02/07/16	1,063.75	1,063.75
246-1	GREEN MILL SPORTSMAN CLUB					
	106	RANGE USE	12/08/15	01/07/16	100.00	100.00
2475-1	HILL PETROLEUM					
	515300R-IN	UNLEADED FUEL GC	09/17/15	10/17/15	188.06	188.06
13280-1	INSIGHT PUBLIC SECTOR INC					
	1100453467	ADOBE LICENSE MUS	12/16/15	01/15/16	254.14	254.14
10772-1	INTEGRATED SAFETY SERVICES LLC					
	15-2879	FIRE BACKFLOW REPAIR CH	01/10/16	02/09/16	490.24	490.24
13379-1	K & C DRYWALL					
	2015-14	SOFFIT DEMO GC	11/10/15	12/10/15	710.00	710.00
14033-1	KDG ENGINEERING LLC					
	K14004-8	DILLON RD UNDERPASS REPAIRS	01/12/16	02/11/16	2,759.99	2,759.99
8002-1	KINSCO LLC					
	28988	CORPORAL PATCHES	12/16/15	01/15/16	8.00	
	29208	UNIFORM ALTERATIONS/PATCHES	12/30/15	01/29/16	44.95	52.95
14097-1	L.A.W.S.					
	10604	FORD UTIL SUV EQUIP UNIT 2180	12/14/15	01/13/16	21,135.30	
	10635	FORD UTIL SUV EQUIP UNIT 2182	12/21/15	01/20/16	21,135.30	42,270.60
13382-1	LODESTONE DESIGN GROUP					
	1789	OFFICE RENOVATIONS NWTP	01/06/16	02/05/16	775.00	
	1791	OFFICE RENOVATIONS WWTP	01/06/16	02/05/16	300.00	1,075.00
13862-1	LOUISVILLE MILL SITE LLC					
	012316	GRAIN ELEVATOR DISBURSEMENT 16	01/23/16	02/22/16	26,562.52	26,562.52
14098-1	LUCITY INC					
	61912-5	LUCITY SUPPORT	12/31/15	01/30/16	115.00	
	61912-5	LUCITY SUPPORT	12/31/15	01/30/16	115.00	
	61912-5	LUCITY SUPPORT	12/31/15	01/30/16	115.00	
	61912-5	LUCITY SUPPORT	12/31/15	01/30/16	115.00	460.00

Batch: 93355 Period: 02/02/16

Vendor/ Remit#	Invoice Number	Description	Invoice Date	Due Date	Invoice Amount	Check Amount
11072-18	MERRICK AND COMPANY					
	146053	ELDORADO CONSTRUCTION MGMT	12/30/15	01/29/16	5,431.90	
	146054	ELDORADO CONSTRUCTION MGMT	12/30/15	01/29/16	6,728.60	12,160.50
10	VISION CHEMICAL SYSTEMS					
	2086987-IN	PRESSURE WASH DETERGENT	12/31/15	01/30/16	92.00	
	2086987-IN	PRESSURE WASH DETERGENT	12/31/15	01/30/16	46.00	138.00
13942-1	MURRAY DAHL KUECHENMEISTER & RENAUD LLP					
	12781	URBAN RENEWAL LEGAL FEES	12/31/15	01/30/16	187.50	187.50
7113-1	NEVE'S UNIFORMS INC					
	LN-325616	UNIFORMS THOMPSON	12/07/15	01/06/16	200.85	
	LN-326467	UNIFORMS MCCAUSEY	12/21/15	01/20/16	145.90	346.75
13898-1	PEAK FACILITATION GROUP INC					
	1603	FOCUS GROUPS	01/25/16	02/24/16	4,575.00	4,575.00
14183-1	PLAN-IT GEO					
	016-001	PARK GIS DATA LAYERS	01/05/16	02/04/16	2,143.74	2,143.74
700-1	PRAIRIE MOUNTAIN PUBLISHING LLP					
	455606	WINTER REC CENTER CATALOG	12/31/15	01/30/16	6,415.00	6,415.00
12843-1	SCL HEALTH SYSTEM					
	7717	NEW HIRE TESTING	01/05/16	02/04/16	1,028.70	1,028.70
14091-1	SUPER-TECH FILTER					
	251725	HVAC FILTERS CS	12/28/15	01/27/16	244.08	
	252755	HVAC FILTERS RSC	12/29/15	01/28/16	453.71	697.79
14063-1	TECHNOLOGY SERVICES					
	1517166	RADAR POWER CORD REPAIR	11/03/15	12/03/15	75.00	
	1517555	RADAR POWER CORD REPAIR	11/03/15	12/03/15	75.00	150.00
13952-1	TELESUPPORT SERVICES INC					
	15747	PHONE CABLING RSC	12/31/15	01/30/16	355.36	355.36
14119-1	TOM CALABRESE TRUCKING INC					
	121515	CONTRACT HAULING	12/15/15	01/14/16	1,733.75	1,733.75
11624-1	TOWN OF SUPERIOR					
	349	POTABLE WATER INTERCONNECTION	01/07/16	02/06/16	1,842.00	1,842.00
6609-1	TRAVELERS					
	495346	INSURANCE DEDUCTIBLE	12/31/15	01/30/16	3,594.00	
	495347	WORKERS COMP DEDUCTIBLE	12/31/15	01/30/16	1,303.81	4,897.81
14065-1	TYLER TECHNOLOGIES INC					
	045-150206	TYLER SOFTWARE	01/05/16	02/04/16	2,554.56	
	045-150206	TYLER SOFTWARE	01/05/16	02/04/16	547.40	
	045-150206	TYLER SOFTWARE	01/05/16	02/04/16	547.40	3,649.36
13426-1	UNIQUE MANAGEMENT SERVICES INC					
	418565	COLLECTION SERVICES	01/01/16	01/31/16	116.35	116.35

Batch: 93355 Period: 02/02/16

Vendor/ Remit#	Invoice Number	Description	Invoice Date	Due Date	Invoice Amount	Check Amount
13241-1	UNITED REPROGRAPHIC SUPPLY INC					
	IN71322	OCE PRINTER PAPER	11/30/15	12/30/15	107.31	107.31
5115-1	WL CONTRACTORS INC					
	26847	DEC 15 TRAFFIC SIGNAL MAINT	01/11/16	02/10/16	4,673.55	
	26847	DEC 15 TRAFFIC SIGNAL MAINT	01/11/16	02/10/16	577.50	
	26848	DEC 15 FIBER MAINTENANCE	01/11/16	02/10/16	100.00	
	26849	SECURITY CAMERA MAINT WTP	01/11/16	02/10/16	153.00	5,504.05
13645-1	WORKPLACE DYNAMICS LLC					
	7084916	TOP WORKPLACE SURVEY	01/05/16	02/04/16	4,440.00	4,440.00
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	BANK TOTAL PAYMENTS				213,587.29	213,587.29
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	GRAND TOTAL PAYMENTS				213,587.29	213,587.29

City of Louisville
Cash Disbursement Edit List

Batch: 93357 Period: 02/02/16

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	
10606-1	36 COMMUTING SOLUTIONS					
	121615	ESRI BIKE 36 REGIONAL MAP	12/16/15	01/15/16	357.14	357.14
9891-1	AMBIANCE					
	10203	JAN 16 PLANT MAINT	01/10/16	02/09/16	195.00	195.00
13748-1	ASSOC FOR COMMUNITY LIVING IN BOULDER COUNTY					
	012516	2016 NON-PROFIT GRANT AWARD	01/25/16	02/24/16	1,000.00	1,000.00
14029-1	BOULDER COUNTY CARECONNECT					
	012516	2016 NON-PROFIT GRANT AWARD	01/25/16	02/24/16	1,000.00	1,000.00
13749-1	BOULDER COUNTY LEGAL SERVICES					
	012516	2016 NON-PROFIT GRANT AWARD	01/25/16	02/24/16	600.00	600.00
10900-1	CAROL CREECH					
	011416	REFUND NON-RES EXPAND FEES	01/14/16	02/13/16	13.00	13.00
935-1	CENTENNIAL PRINTING CO					
	58597	UTILITY BILLING ENVELOPES	01/14/16	02/13/16	2,257.00	
	58597	UTILITY BILLING ENVELOPES	01/14/16	02/13/16	2,257.00	
	58638	PROST/INV ATLAS MASTER PLANS	01/21/16	02/20/16	1,181.80	5,695.80
14036-1	CENTER COPY BOULDER INC					
	43717	EVIDENCE LABELS	01/07/16	02/06/16	90.00	
	43718	PROPERTY REPORTS	01/07/16	02/06/16	180.00	270.00
980-1	CENTURY CHEVROLET INC					
	45024488	ELEMENT UNIT 2211	01/12/16	02/11/16	43.20	43.20
2220-1	CHEMTRADE CHEMICALS US LLC					
	91718799	ALUMINUM SULFATE WTP	01/08/16	02/07/16	2,302.21	2,302.21
6451-1	CLINICA FAMILY HEALTH SERVICES					
	012516	2016 NON-PROFIT GRANT AWARD	01/25/16	02/24/16	5,000.00	5,000.00
194-1	COAL CREEK MEALS ON WHEELS					
	012516	2016 NON-PROFIT GRANT AWARD	01/25/16	02/24/16	3,000.00	3,000.00
10164-1	COLORADO MOTOR VEHICLES					
	123115	DEFAULT JUDGMENT FEES	12/31/15	01/30/16	45.00	45.00
5519-1	COMMUNITY FOOD SHARE					
	012516	2016 NON-PROFIT GRANT AWARD	01/25/16	02/24/16	2,500.00	2,500.00
13370-1	CRIBARI LAW FIRM, PC					
	011416	PROSECUTING ATTORNEY	01/14/16	02/13/16	2,869.25	2,869.25
6452-1	DENTAL AID INC					
	012516	2016 NON-PROFIT GRANT AWARD	01/25/16	02/24/16	2,000.00	2,000.00
12759-1	DENVER & DISTRICT PIPE BAND					
	31	FULL BAND PERFORMANCE	11/05/15	12/05/15	500.00	500.00
13963-1	ENSCICON CORPORATION					
	89861	ENGINEERING SERV SULLIVAN	01/13/16	02/12/16	444.00	

Batch: 93357 Period: 02/02/16

Vendor/ Remit#	Invoice Number	Description	Invoice Date	Due Date	Invoice Amount	Check Amount
	89861A	ENGINEERING SERV SULLIVAN	01/13/16	02/12/16	444.00	
	89916	ENGINEERING SERV SULLIVAN	01/20/16	02/19/16	740.00	
	89916A	ENGINEERING SERV SULLIVAN	01/20/16	02/19/16	740.00	2,368.00
14197-1	FIRE & POLICE SELECTION INC					
	17123	NATIONAL POLICE SELECT TEST	01/19/16	02/18/16	247.00	247.00
13098-1	G4S SECURE SOLUTIONS INC					
	7621287	BAILIFF SERVICES 1/4/16	01/10/16	02/09/16	110.00	110.00
10722-1	GALE/CENGAGE LEARNING					
	56960390	REFERENCE BOOKS	12/31/15	01/30/16	300.00	
	56962318	ELECTRONIC DATABASES	01/01/16	01/31/16	4,387.97	4,687.97
13069-1	GLACIER CONSTRUCTION CO INC					
	PP05012516	ELDORADO INTAKE CONSTRUCTION	01/25/16	02/24/16	267,475.88	267,475.88
13162-1	HD SUPPLY WATERWORKS LTD					
	E969691	UTILITY CLAMPS	01/06/16	02/05/16	826.58	826.58
14149-1	HIGH POINT NETWORKS LLC					
	81360	NETWORKING SWITCH CH	01/25/16	02/24/16	8,875.63	8,875.63
2475-1	HILL PETROLEUM					
	535042-IN	UNLEADED FUEL GC	01/07/16	02/06/16	146.55	146.55
13751-1	IMAGINE DEVELOPMENT DISABILITIES CENTER					
	012516	2016 NON-PROFIT GRANT AWARD	01/25/16	02/24/16	1,000.00	1,000.00
11357-1	IMPACT ON EDUCATION					
	012516	2016 NON-PROFIT GRANT AWARD	01/25/16	02/24/16	1,750.00	1,750.00
14089-1	INDIGO WATER GROUP LLC					
	1688	ONLINE TRAINING WWTP	01/21/16	02/20/16	882.00	882.00
10772-1	INTEGRATED SAFETY SERVICES LLC					
	15-2837	FIRE EXTINGUISHER INSPECT PC	01/10/16	02/09/16	483.81	483.81
14204-1	INTERCAMBIO UNITING COMMUNITIES					
	012516	2016 NON-PROFIT GRANT AWARD	01/25/16	02/24/16	500.00	500.00
13346-1	ISS FACILITY SERVICES DENVER					
	989339	JAN 16 JANITORIAL SERVICES	01/31/16	03/01/16	18,285.10	
	989339	JAN 16 JANITORIAL SERVICES	01/31/16	03/01/16	621.21	
	989339	JAN 16 JANITORIAL SERVICES	01/31/16	03/01/16	147.01	
	989339	JAN 16 JANITORIAL SERVICES	01/31/16	03/01/16	532.37	19,585.69
3070-1	LL JOHNSON DISTRIBUTING CO					
	1705229-00	TORO 3040 SAND PRO BUNKER RAKE	01/05/16	02/04/16	15,176.00	15,176.00
6456-1	LOUISVILLE COMMUNITY FOOD BANK					
	012516	2016 NON-PROFIT GRANT AWARD	01/25/16	02/24/16	800.00	800.00
14205-1	LOUISVILLE SENIOR ADVISORY BOARD					
	012516	2016 NON-PROFIT GRANT AWARD	01/25/16	02/24/16	4,250.00	4,250.00
11433-1	MCAFEE INC					

Batch: 93357 Period: 02/02/16

Vendor/ Remit#	Invoice Number	Description	Invoice Date	Due Date	Invoice Amount	Check Amount
	901282656	2016 INBOUND EMAIL FILTERING	01/01/16	01/31/16	2,336.40	2,336.40
6168-1	MOTION & FLOW CONTROL PRODUCTS INC					
	6250630	WASH BAY PARTS CS	01/20/16	02/19/16	139.58	
	6252638	PARTS UNIT 3405	01/22/16	02/21/16	76.08	215.66
226-1	MOUNTAIN STATES EMPLOYERS COUNCIL					
	10641	TRAINING THORNBERRY	12/08/15	01/07/16	370.00	370.00
7113-1	NEVE'S UNIFORMS INC					
	LN-327410	UNIFORMS DELLAVECCHIA	01/11/16	02/10/16	485.75	485.75
13649-1	OVERDRIVE INC					
	1100-184321737	ADULT AUDIOBOOKS STATE GRANT	01/13/16	02/12/16	1,465.28	1,465.28
10153-1	PCS MOBILE					
	48870	MOBILE SOFTWARE LICENSES	01/21/16	02/20/16	1,696.50	1,696.50
11329-1	POLYDYNE INC					
	1018942	CE-879 POLYMER	01/07/16	02/06/16	5,290.00	5,290.00
11307-1	PROQUEST LLC					
	70377999	ELECTRONIC DATABASES	01/01/16	01/31/16	3,435.00	3,435.00
99	MARIANNA CARON					
	924873	ACTIVITY REFUND	01/18/16	02/17/16	64.00	64.00
99	CORINNE JOHNSON					
	925241	ACTIVITY REFUND	01/20/16	02/19/16	186.00	186.00
12447-1	ROCKY MOUNTAIN ACCESS CONTROLS INC					
	2015020A-09	GATE REPAIR WTP	01/08/16	02/07/16	225.00	225.00
6453-1	SAFEHOUSE PROGRESSIVE ALLIANCE FOR NONVIOLENCE					
	012516	2016 NON-PROFIT GRANT AWARD	01/25/16	02/24/16	1,500.00	1,500.00
11345-1	SAGE AND SAVORY CATERING					
	2950	LEGISLATIVE MTG BREAKFAST	01/15/16	02/14/16	218.75	218.75
13752-1	SAINT BENEDICT HEALTH & HEALING MINISTRY					
	012516	2016 NON-PROFIT GRANT AWARD	01/25/16	02/24/16	400.00	400.00
12234-1	SISTER CARMEN COMMUNITY CENTER					
	012516	2016 NON-PROFIT GRANT AWARD	01/25/16	02/24/16	2,700.00	2,700.00
1201-1	SUPPLYWORKS					
	355854324	JANITORIAL SUPPLIES PC	01/11/16	02/10/16	332.13	
	356730184	JANITORIAL SUPPLIES CH	01/15/16	02/14/16	59.08	
	356730192	BREAKROOM SUPPLIES RSC	01/15/16	02/14/16	281.61	672.82
13930-1	SUSANNAH M VANDYKE					
	1618070-1	CONTRACTOR FEES PAINTING	01/06/16	02/05/16	614.25	614.25
9804-1	TIMKEN MOTOR & CRANE SERVICES LLC					
	14413	CRANE REPAIR	01/06/16	02/05/16	2,349.15	2,349.15
8504-1	TRU COMMUNITY CARE					
	012516	2016 NON-PROFIT GRANT AWARD	01/25/16	02/24/16	1,500.00	1,500.00

Batch: 93357 Period: 02/02/16

Vendor/ Remit#	Invoice Number	Description	Invoice Date	Due Date	Invoice Amount	Check Amount
13241-1	UNITED REPROGRAPHIC SUPPLY INC					
	IN74384	OCE PRINTER MAINT AGREEMENT	01/07/16	02/06/16	570.00	570.00
11087-1	UNITED SITE SERVICES					
	114-3612659	TOILET RENTAL SKATE PARK	12/28/15	01/27/16	204.65	204.65
6509-1	USA BLUEBOOK					
	835413	LAB EQUIPMENT WTP	12/31/15	01/30/16	939.90	
	835712	LAB EQUIPMENT WTP	12/31/15	01/30/16	1,118.06	
	836480	LAB EQUIPMENT WTP	01/04/16	02/03/16	1,042.26	3,100.22
13864-1	VISION INTERNET PROVIDERS INC					
	31791	2016 WEBSITE HOSTING FEE	01/12/16	02/11/16	8,190.00	8,190.00
6454-1	VOICES FOR CHILDREN CASA					
	012516	2016 NON-PROFIT GRANT AWARD	01/25/16	02/24/16	500.00	500.00
4870-1	VWR INTERNATIONAL					
	8043566694	LAB SUPPLIES WWTP	01/04/16	02/03/16	391.65	
	8043636293	LAB SUPPLIES WWTP	01/13/16	02/12/16	107.56	499.21
10884-1	WORD OF MOUTH CATERING INC					
	2016-01	SR MEAL PROGRAM 1/11-1/22/16	01/22/16	02/21/16	2,087.00	2,087.00
7924-1	WORLD BOOK INC					
	1525595	ELECTRONIC DATABASES	01/07/16	02/06/16	1,450.00	1,450.00
13558-1	ZIONS CREDIT CORP					
	623197	JAN 16 SOLAR POWER EQUIP LEASE	01/21/16	02/20/16	1,767.62	
	623197	JAN 16 SOLAR POWER EQUIP LEASE	01/21/16	02/20/16	883.81	2,651.43
					---	---
	BANK TOTAL PAYMENTS				401,532.78	401,532.78
					---	---
	GRAND TOTAL PAYMENTS				401,532.78	401,532.78

City of Louisville
COLORADO • SINCE 1878

City Council

Meeting Minutes

January 19, 2016
City Hall, Council Chambers
749 Main Street
7:00 PM

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

Roll Call was taken and the following members were present:

City Council: ***Mayor Muckle, Mayor Pro Tem Jeff Lipton; City Council members: Dennis Maloney, Chris Leh, Susan Loo, Jay Keany and Ashley Stolzmann***

Staff Present: ***Malcolm Fleming, City Manager***
Heather Balser, Deputy City Manager
Kevin Watson, Finance Director
Kurt Kowar, Public Works Director
Troy Russ, Interim Planning & Building Safety Director
Sean McCartney, Principal Planner
Suzanne Jannsen, Cultural Arts & Special Events
Nancy Varra, City Clerk

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

PLEDGE OF ALLEGIANCE

Mrs. Rachuinski's first grade class from Coal Creek Elementary led the pledge of allegiance.

APPROVAL OF AGENDA

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

PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

Jean Morgan, 1131 Spruce Street, Louisville, CO noted tomorrow, January 20, 2016 is the 80th anniversary of the Monarch Mine disaster. She asked Council to take a moment to think about the miners who made the town.

APPROVAL OF THE CONSENT AGENDA

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

- ***A. Approval of the Bills***
- ***B. Approval of Minutes; December 15, 2015 and January 5, 2016***
- ***C. Approval of Agreement with Resource Based International for 2016 Water Rights Administration***
- ***D. Approval of Resolution No. 5, Series 2016 – A Resolution Approving Agreements Between the City of Louisville and Dutko Worldwide, LLC D/B/A Grayling, and the City of Louisville and Boyagian Consulting LLC, to Furnish Lobbyist Services to the US 36 Mayors and Commissioners Coalition***
- ***E. Approval of Changes to the March 2016 City Council Meeting Schedule***

COUNCIL INFORMATIONAL COMMENTS ON PERTINENT ITEMS NOT ON THE AGENDA

No items to report.

CITY MANAGER'S REPORT

City Manager Fleming reported the Boulder Weekly recognized the Coal Creek Golf Course as the best golf course in Boulder County.

REGULAR BUSINESS

PROCLAMATION: ONE ACTION: ART + IMMIGRATION

Mayor Muckle requested a staff presentation.

Cultural Arts & Special Events Coordinator Janssen expressed her pleasure to accept the proclamation on behalf of the Boulder County One Action – Art + Immigration Steering Committee. This project is the first arts-based collaboration to take place in the County. The intent is to present programs that foster community conversation on historic and contemporary uses of immigration. Through the arts, personal expression and individual cultures will be shared throughout 2016. The hope is to be able to engage in meaningful discussion about ancestry and heritage and what everyone brings to the community. Extensive planning efforts began in early 2015. The One Action 2016 Project Kick-Off Celebration will be held at the Longmont Museum on Saturday, January 23, 2016 from 2-5 p.m. This event is free and open to the public. She invited and encouraged the public to attend the event.

In 2016 there will be programs and events throughout the County, which will bear the One Action Logo. In Louisville alone, 15 events are currently being planned. The programming will begin on February 19th at the Louisville Center for the Arts with Rock, Karma, Arrows; a 3-part film series with panel discussion addressing the early history and immigration of the Boulder County area.

She acknowledged the efforts of the Louisville Cultural Council, the Louisville Art Association, the Louisville Public Library and the Louisville Historical Museum, as well as Clay Art Pottery and individual artists, such as Dona Laurita, Dawn DeAno and Kat Fritz, all of whom are actively involved in One Action. She encouraged local artists, performers and organizations who are interested in participating in the project to contact her. The program information can be found on the City's Web Site.

She asked Mayor Muckle to share his contribution to the One-Action project. Mayor Muckle explained as Mayor he was asked to have his DNA tested. The reports documented his prominent Native American heritage and Basque ancestry. All of the Mayors in the County had their DNA tested as part of the program. He stated his understanding that artists will paint pictures of the Mayors based on their DNA.

Mayor Muckle read the proclamation, which proclaimed 2016 as One Action: Art + Immigration within Boulder County.

AWARD BID FOR 95TH STREET (COUNTY ROAD) BRIDGE REPLACEMENT

Mayor Muckle requested a staff presentation.

Public Works Director Kowar recommended Council award a contract to Hamilton Construction Co to rebuild the 95th Street Bridge over Coal Creek, which was destroyed in the 2013 flood. The contract amount is $1,817,175.20, with a 10% contingency of $180,000. Also under consideration is a contract extension with Michael Baker Jr. Inc., for additional design and construction management services for $47,582.17. If approved, the staff can proceed with CDOT review and agreement to begin the construction of the bridge. It is anticipated the bridge construction will take six months after final CDOT approval. The construction anticipates a complete replacement of roadway from Bella Vista and south, past the Wecker property. There will be space beneath for a future trail. There will be aesthetic components, with a brick look and a three rail fence. The roadway will have 4' shoulders and 11' lanes in either direction.

Staff Recommendation: Staff recommended the City Council award the 95th Street Bridge Replacement Project to Hamilton Construction Co. per their bid of $1,817,175.20, authorize a project contingency of $181,717.52, and authorize the Mayor, Public Works Director and City Clerk to sign and execute contract documents on behalf of the City. Staff also recommended the City Council approve funds for additional design and construction management services for Michael Baker Jr. Inc., per their proposal fee of $47,582.17.

COUNCIL COMMENT

Council member Maloney inquired whether the roadway would actually be open in six months or would the bridge just be replaced. Public Works Director explained the six months benchmark is when the project is complete and the roadway is open. He stressed the opening would be contingent upon the weather.

Council member Maloney noted Hamilton was the low bidder. He asked Public Works Director Kowar for his comfort level with this construction firm. Public Works Director Kowar stated he was very comfortable with the firm. Because it is a CDOT project, it came with more requirements. He noted any of the bidders would be qualified to complete the bridge project.

Council member Stolzmann explained this is a huge priority for the City Council and the Public Works Department. She felt there should be a City Council study session where Council could look at the results of the flood and the lessons learned. She stated the bridge will cost one million dollars less than expected, and she wondered if Council would have waited this long to have the bridge replaced had they known the actual cost.

MOTION: Mayor Muckle moved to award the bid for the 95th Street Bridge Replacement to Hamilton Construction Company in the amount of $1,817,175.20, authorize a project contingency of $181,717.52, and authorize the Mayor, Public Works Director and City Clerk to sign and execute contract documents on behalf of the City and approve funds for additional design and construction management services for Michael Baker Jr. Inc., per their proposal fee of $47,582.17. The motion was seconded by Mayor Pro Tem Lipton. Roll call vote was taken. The motion carried by a vote of 7-0.

Mayor Muckle referenced the process and noted this is the last really big construction project resulting from the flood. He voiced his appreciation to the Public Works Department, City Manager's Department and all the Departments for their work on the flood recovery projects.

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– SECOND READING - PUBLIC HEARING**
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 – SECOND READING - PUBLIC HEARING**

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

Mayor Muckle requested a City Attorney introduction.

City Attorney Light introduced Ordinance Nos. 1712 and 1713, Series 2016 and Resolution No. 3, Series 2016. Members of the public may speak on any of the three agenda items.

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

Principal Planner McCartney explained several emails were received after the packet was assembled. Council member Stolzmann requested several informational items and staff's response to her requests were placed at the dais for the City Council to review.

The request before the City is 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 subject property is located in north Louisville and zoned PCZD-C. The applicant is requesting PCZD-C/R zoning of 5.82 acres for a mixed-use development. The property is south of Indian Peaks, Filing 17.

Comp Plan: The 2013 Comp Plan identifies this area as an "Urban Corridor" with a focus on commercial, office, neighborhood retail and residential density allowance up to 25 units per acre. Principal NH-5 calls for a mix of housing types; multi-generational needs and empty nesters. The proposal is for 24 age restricted units for empty nesters.

Rezoning: The property is surrounded by PCZD-C/R and PCZD-R zoning and complies with the surrounding zoning. Public Land Dedication (PLD): 3% additional PLD for the residential portion of property. The commercial zoning has already been dedicated. The original site plan included 3 access points, no access to Kaylix Street, 48 residential units, 56,200 SF commercial (two story in-line commercial) two drive-thru's and two in-line commercial uses. Residents requested age restricted housing and no drive-thru's. The applicant then resubmitted the application.

Site Plan: This plan has four primary points: Highway 42 – right-in/out; Paschal Drive – right-in/out; Kaylix Street – full access and Summit View – full access. It includes 32 residential units (24 age restricted to 55 years); 37,500 SF commercial (2 story in-line 17,850 SF and flex commercial 14,110 SF); no drive-thru's and 229 parking spaces.

Bulk and Dimension Standards: Height complies with CDDSG; Setbacks comply with

GDP and the 2-3 stories are compliant with the Comp Plan. The commercial component includes office; neighborhood retail; flex artisan space; close proximity to the roadway and complies with the CDDSG and Comp Plan.

Original Architecture: Height - 30 feet; Architecture 2nd Submittal - Commercial – 28.5 feet in height; 2-story and 17,850 SF. Residential: 32 units (24 age-restricted, 55 years and older and 8 non-restricted units); 35 feet maximum height; buffer between commercial and existing residential. Boulder Valley School District estimates 8 unrestricted units will result in 1 student at LES, 0 students at LMS, and 1 student at Monarch High.

Residential Parking: 64 spaces (2 per unit) and enclosed garage spaces are compliant with the Louisville Municipal Code. Commercial Parking: 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 for multi-tenant reduction, public easement in excess of Public Land Dedication and exceptional design.

Landscaping: Waiver requested to reduce amount of street due to existing easements and powerlines. Staff believes alternatives can be achieved by speaking with easement owners. Applicant will continue to work with staff on final tree placement.

Staff recommendation: Staff recommended approval of Ordinance Nos. 1712 and 1713, Series 2016 and Resolution No. 3, Series 2016 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.

APPLICANT PRESENTATION

Justin McClure, RMCS, 2100 Sunset Drive, Longmont, CO presented the Foundry Development proposal. He stated in his mind Steel Ranch is an unfinished project. He wanted to complete the project in a quality way and is sensitive to the residents concern relative to more residential development. He explained to complete the project there is

property to develop south of streel ranch, which has a commercial/retail component.

He addressed the development of an adjacent project in the City of Lafayette and voiced his opinion it is not of the same quality of development found in Louisville. He felt Louisville could do better. He addressed the great recession and the economic meltdown with the elimination of big box stores. He noted the Lafayette property was zoned commercial and the developer, McStain, sold the property to get the cash. He did not want the property south of Steel Ranch to meet the same fate and that is the reason for bringing forth the Foundry development project. They hosted a community meeting at the Recreation Center to receive public input. With that input they resubmitted their proposal for the Foundry.

He noted most of the development in Louisville has been in Ward I with the North End Project; Steel Ranch and The Lanterns. He requested Council approval of the Foundry to complete the development. The Foundry contains 28 age-restricted units and 8 non-age restricted units and will be a vibrant development containing retail, boutique services and adaptable spaces for entrepreneurs. The adaptable spaces will include retail on the bottom floors and 2.5 stores for condominiums, which lends toward outdoor living. Every unit will have living space above and has elevator access. He presented site plans and artists renditions of the proposal.

COUNCIL COMMENT

Council member Maloney inquired about the metrics of the design and asked Mr. McClure how the new design differs from the original metrics design, which did not work. Mr. McClure explained the development of the condominiums will fund the speculative development on commercial property. He explained the retail viability is what the property can support.

Council member Maloney asked if the developer anticipates the same success as The Source has in Denver. Mr. McClure explained there are eight bays and not quite as many tenants as The Source. He explained currently it models with the potential rents for those spaces. The rents will be discounted upfront in order to get the right tenants and to meet the requirements of the lenders.

Council member Stolzmann explained she submitted a number of detailed questions to the staff earlier this afternoon. She asked whether Council wished to review staff's responses during a recess or whether the staff should respond to her questions at this time. Mayor Muckle requested the staff respond to Council member Stolzmann's questions on the record. Interim Planning and Building Safety Director Russ reviewed the responses to Council member Stolzmann's questions as follows:

1) The applicant and the Planning Commission (minutes) cite retail vacancies over and again- what is the retail vacancy rate (percent) in a 1 mile radius of the site and what is to be expected during a reasonably strong economic period?

Staff's response: Utilizing the Xceligent database, of the 29 retail properties within one mile of the location, there is a total of 511,540 square feet of leasable area and as of Q4 2015, there is 25,991 sf available resulting in a vacancy rate of 5.1%. In Q4 2012, there was a vacancy rate of 14.6% for the same area. Vacancy rates above 10% for retail is viewed as an early sign that challenges exist for the market.

2) How many properties have been required or will be required to remove driveways from HWY42 as part of the HWY 42 Plan and what is our City Traffic Engineers opinion/recommendation of the driveway onto 42? Staff's response: 8 driveways will be removed; the plan was approved by the City Traffic Engineer.

3) Could you include the Fire Departments Referral Comments? Staff response: The Fire Marshal comment letter was submitted.

4) Can you make a table explaining the property tax structure on this property (including metro district) and how the mills change with the change in zoning-including a comparison showing one commercial property to the many broken up areas. Staff's response: Commercial property is taxed at 29% of market valuation, while residential is taxed at 7.96% of market valuation. According to the model, the proposed development would generate $22,000 per year in property tax at buildout, with a 20 year cumulative total of $408,000. The original GDP would have generated $29,000 per year and $517,000 cumulatively. A table was presented.

COUNCIL QUESTIONS

Council member Stolzmann addressed tracts A through D and Blocks 1 – 6 and asked if there were individual properties. Interim Planning and Building Safety Director Russ explained tracts are typically public property/public shared spaces (Parks and Plazas). Those tracts are not revenue generating properties.

Council member Stolzmann asked if either the City or the Metro District would receive any revenue from those tracts. City Attorney Light explained if tracts are owned by an association, they would not have their own separate tax ID and separate tax bill. Under the Common Interest Act, the value of the residential and commercial property is parceled out and assumed as part of the value of the private land. None of the entities would realize the benefit of the land on a tax bill specific to a common area.

Council member Stolzmann inquired how the benefit would be distributed to a parking area in a commercial area. Mr. McClure explained parking for the commercial uses would be valued for the commercial units and would be collected with the commercial units' tax bills. The driveways and parking spaces for the residential uses would be valued for condominium units and would be collected with the residential tax bills.

Council member Stolzmann explained this Metro District has a steep mill rate and she wanted to ensure each parcel was paying their fair share.

Questions No 4) a and 4) b:

a. What is the zoning of the parking lots? Staff's response: PCZD-C/R, same as entire property.

b. How does this compare to other commercially zoned properties which include parking lots in the area (say the Walgreens on SOBORO or the Union Jack). Another way of asking is, can you show the mill rates in a column added to the table on page 136 & show how that is a change from the existing land use and explain how the assessment works with regard to properties with and without improvements? Staff's response: Answered above.

5) How many residential units were in each phase of this GDP and how much commercial was in each phase?

Staff's response:

a. Original GDP – Ord. 1536, Series 2008: Creation of Takoda GDP, 350 Units in 4 Planning Areas and 71,743 SF of commercial development in Planning Area #1.
b. 1st Amendment – Ord. 1576, Series 2010: Unit swap between Planning Areas, (no change in density) and no change to commercial square footage in Planning Area #1.
c. 2nd Amendment –Ord. 1601, Series 2011: Added Steel Ranch South; Increased density by 104 units (306 total) and no change to commercial square footage in Planning Area #1
d. 3rd Amendment – Ord. 1656, Series 2014: Added the Lanterns – 24 Units and no change to commercial square footage in Planning Area #1
e. 4th Amendment – Ord. 1680, Series 2015: zoned 245 North 96th Street PCZD-C/R: 231 Affordable housing units and 18,406 SF of additional commercial square footage.
f. 5th Amendment – Ord. 1710, Series 2015: Expanded commercial from 18,406 SF to 64,468 SF of commercial square footage.
g. 6th Amendment – Ord. 1712, Series 2016: The Foundry – adding 32 Units (24 age restricted), while reducing the allowed commercial development to 37,100 SF in Planning Area #1.

COUNCIL QUESTIONS

Council member Stolzmann asked Mr. McClure why he could not leverage the 478 units to fund the commercial component. She asked what was so special about the 32 units. Mr. McClure explained it was because of the global economic meltdown and the level of support it would take for speculative commercial, in order to collect rents. Council member Stolzmann asked if they have leases. Mr. McClure explained he is currently working on discussion of leases.

Council member Loo inquired about the 104 units and the 306 total. Principal Planner McCartney explained the 306 units were derived by adding 104 units to their allowable 202 units on North Main. Earlier amendments adjusted the numbers in Steel Ranch South, which added 104 additional units. Steel Ranch South has a total of 306 units.

6) Please provide the assumptions for the fiscal model in a table (income, retail $/sqft, absorption year for retail, any modifications to capacity factors from the base, and so on). Staff's response: Attachment #1 (Foundry Fiscal Model Assumptions).

7) What is the impact to the general fund (revenue and expense) if the retail is occupied in year 3, 10 or never? Staff's response: Fiscal Model Attachments # 3 year, 10 year, 20 year (Cumulative Combined Funds Results – Fiscal Impact Model.)

COUNCIL COMMENTS

Council member Stolzmann stressed the importance of having the fiscal model for development projects. She stated her understanding the condo residents will spend approximately $276 per week in Louisville. When the household income is above the median, there is an assumption goods can be bought in Louisville.

8) Does the applicant own or have some right to design and rezone the Summit View subdivision? Staff's response: Yes, they own the property.

9) The drawings do not clearly depict internal circulation on the site. Does the alleyish road that runs North South go through? Staff's response: The internal roadway shown on the PUD is a private drive and provides access north, south, east and west.
    a. Is it a named street? Staff's response: No.
    b. Who is responsible for maintenance? Staff's response: The Developer.

10) The staff report refers to condominiums, which implies to me that the units being built are individually owned however I do not see the properties segregated on the plat Are these really apartments? Staff response: We have been told they are condominiums. The City of Louisville does not have a condo platting process. These are typically done through the County.

11) What guidance is there in the City Code regarding rezoning policy? Staff's response: This is a rezoning only in terms of modifying the General Development Plan (GDP) which is processed as a Planned Community Zone District (PCZD) as established in Section 17.72. This request is an amendment to an existing GDP.

City Attorney Light commented on changing plans to address condos and noted it would be a legislative change to provide the regulatory authority on filing a condo plat, which would be a subdivision action. If the PUD is for apartments and there is a desire for

condos, there would have to be a separate condo plat to create a legal interest in the air space. There is still a compliance with the PUD.

COUNCIL QUESTIONS

Council member Stolzmann asked what enforcements or assurances does the neighborhood have. Interim Planning and Building Safety Director Russ explained it could be conditioned in the resolution. City Attorney Light stated there is probably language in the plan, but confirmed it could be conditioned in the resolution. Mr. McClure confirmed the Final Development Plan refers to the units as condominium units.

Mayor Muckle asked if the Final Plan assured park spaces have permanent public access easements. Interim Planning and Building Safety Director Russ confirmed it did.

Council member Keany asked if the applicant accepted the six conditions. Mr. McClure confirmed the applicant accepts all six conditions.

Council member Maloney noted there were several emails from the public and addressed the concern for the Paschal median and the light requirement. Interim Planning and Building Safety Director Russ explained there have been neighborhood requests for direct left turn access off Paschal into the development. The staff is working with applicant to make that entrance a right in/right out. He stressed a left turn access is not an appropriate movement with a future signal light coming to this location.

Council member Maloney inquired about reducing the lighting requirements along Kaylix sidewalks. Principal Planner McCartney stated staff can look at the lighting for traffic and pedestrian safety.

PUBLIC COMMENT

Gary Larson, 2189 Park Lane, Louisville, CO stated he will be looking at the condos from his back porch. He explained he is a member of the newly formed Steering Committee for the 95th Street Coalition. They want to ensure any residential development is compatible with the existing community and any commercial development is economically viable. At their first meeting, Mr. McClure presented the Foundry proposal. After the meeting, the applicant made changes to incorporate the public concerns. The Coalition feels this development is compatible with the community. They propose a do not block box in the eastbound lane. He addressed the street lights and noted the Steel Ranch patio homes are on timers. He noted at the Planning Commission meeting, they discussed bringing back the water tower.

Peter Wengert, 872 Meadow Lark Lane, Louisville, CO stated there is a very good positive feeling about this project. The residents feel it is a people friendly project.

There are approximately 1,000 walkers in Steel Ranch who are looking forward to walking to the Foundry. He felt this will be a beautiful entry way into the City and voiced his support for the project.

Dave Ireland, 2358 Park Lane, Louisville, CO stated he is an enthusiastic supporter of the Foundry project.

Sherry Sommers, 910 Palisade Court, Louisville, CO stated her understanding this project is in compliance with the Comprehensive Plan and has the support of the neighbors. She inquired about the role of the small area plan in this development. She noted last spring the City Council stated there would not be more rezoning and urbanization in this area until the impact of the development could be analyzed. She also addressed the project's height and stated her understanding the maximum height for most residential units is two stories. He noted these units will be 2-3 stories. She stated a lot of people worked hard on the small area plan and the plan should be considered.

Sandy Stewart, 649 August Drive, Louisville, CO voiced his support for the project.

Alex Bradley, 1385 Caledonia Circle, Louisville, CO inquired why all the units are not age-restrictive. She wanted confirmation all the age-restricted units will be universal in design. She voiced her concern over the Foundry commercial component and noted the square footage was too small. She voiced her concern over the school enrollment at Louisville Elementary. She reported on meeting a local resident, who sends her children to school in Broomfield, because LES is too large. She stressed the BVSD referrals are old and out dated and should be redone. She requested all the age-restricted units be universal in design and for an explanation on why all 32 units cannot be age-restricted to solve the school issue.

COUNCIL COMMENT

Council member Stolzmann was also interested in knowing why all the units could not be age restricted, the issue of the small area planning and how they are impactful.

Mr. McClure stated there is a need for condo units for adults who are not 55 and do not wish to do yardwork anymore. Condos are a product type, which can provide such for those individuals.

Interim Planning and Building Safety Director Russ explained the small area plan was not applicable to this application as the plan has not been adopted.

Mayor Pro Tem Lipton stated he struggled with balancing the enthusiasm for condos against some significant policy issues related to density, infill and the request for commercial property owners to stimulate their project, by including residential components, not included in the original zoning. He voiced his concern for other commercial property owners who may request equity on how they are treated. He

stressed the importance of being fair, equitable and consistent. He did not believe the Council has finished its planning for potential growth. He noted there is citizen concern for the added stress on City services as new population is added. He did not believe the Council has discussed the broad principles and policy issues associated with this request.

Council member Keany stated he understood Mayor Pro Tem Lipton's concern. He asked the City Attorney whether the City is creating precedence on the Council's decision making in looking at this project and whether Council is following the City's Code. City Attorney Light explained this is a timing question. A rezoning is evaluated in light of the objectives, purposes and provisions of the Comprehensive Plan. If the small area plan is not adopted, it is not a part of the Comprehensive Plan. There are legal methods to close the time gap, but they are not available at this time. Action on one application does not have any bearing on another application being adjudicated under its own process, based on the law in effect at the time. If Council desires to make future decisions after the additional Comprehensive Plan is completed there must be a mechanism to close the time gap.

Council member Keany addressed the quasi-judicial process before the Council. He asked whether the Council was required to approve or disapprove the application this evening. City Attorney Light stated it is a matter of judgment and criteria for rezoning under common law and in the Louisville Municipal Code. It is an evaluation of judgment of a broad criteria relating to the question of whether the request is consistent with the policies and goals of the City's Comprehensive Plan. With respect to rezoning, Council must consider whether the rezoning change is in the public interest. Another criterion is whether the rezoning would be to provide land for a community use.

Mayor Pro Tem Lipton asked if there was a criteria related to a community benefit. City Attorney Light explained it is by referencing the desires of the community expressed in the Comprehensive Plan.

Mayor Pro Tem Lipton voiced his concern for a consistent process. He expressed his frustrations the small area plans have not been adopted. He was concerned the development would begin before the small area plan is complete and there will not be any guidelines. He noted if the small area plans are not adopted, the Council will not be able to use those tools in their decision making.

Council member Loo stated she also struggled with this development, but after listening to the public input, she was convinced this is a great project. She liked the design and the quality of the development. She felt if the development is not approved today, the land may lay vacant. With respect to the school issue, she did not feel this would add students to local schools. She did not agree with the full movement entrance on Paschal Drive and stated the signage needs improvement. She stated she was pleasantly surprised with the positive fiscal analysis. She noted many Louisville seniors are looking for this type of housing.

Council member Maloney stated when he first looked at this proposal he was opposed because of the erosion of the commercial space. After staff's presentation and the public input, he believed it was a quality proposal. He agreed with Mayor Pro Tem Lipton with respect to being consistent and fair. He also was concerned over the erosion of the City's commercial base.

Council member Leh supported the project because it would be a quality development. He agreed it is unfortunate the small area plans have not been adopted to provide guidance, but congratulated everyone on the process. He felt this would be a good project because of the age-restricted units, which would have less impact on traffic and the schools. He was concerned about what may go into the property, if the proposal is denied.

Council member Stolzmann commented she initially felt the development was not compatible with the surrounding homes, but after the neighborhood support, she has changed her mind. She felt there should be some language added to ensure condominiums and not apartments are built. She felt all the units should be age-restricted to satisfy the school and traffic issue and would be a valid reason for the rezoning. She addressed the intersection at Paschal Drive and stressed the importance of not creating an unsafe intersection. She requested comments on age-restriction and condo language. She stated the fiscal impacts are consistent with the Comprehensive Plan. She noted the $600,000 condo units will be well above the City's median income level and those residents will be spending their dollars in Louisville. She had no opinion on the water tower and confirmed it is still in the project.

Mayor Muckle stated he was impressed by the comments, both from the public and from the Council. He stated there are definitely reasons to deny the application based on the loss of commercial and the densification, but felt the reasons to approve far outweigh those concerns, especially when considering the age-restricted units. He agreed it will be the northern gateway to the City. He felt the fiscal outcomes are acceptable. He noted there is neighborhood support for the development. He did not feel a decision on one project influences any other, as each project is judged on its own merits. He supported the water tower and well-lit sidewalks for walkers.

Council member Keany supported adding language stipulating condos only. He was comfortable with the 24 age-restricted units and leaving the remaining 8 market rate. He also supported keeping in the water tower.

Council member Maloney asked if there were five or six conditions. City Attorney Light stated there are five conditions on the PUD ordinance and one condition for the zoning ordinance regarding use issue. There is also a sixth condition for the PUD Resolution.

PUBLIC COMMENT

Jeffrey Gass, 784 Meadow Lark Lane, Louisville, CO voiced his support for the project.

He stated the Steel Ranch community is in full support of the project. He supported adding to the tax base instead of leaving the land vacant. It will improve the north entrance into Louisville by adding unique steel buildings, which would be different from the south entrance into the City and seeing the empty Sam's Club.

Debbie Fahey, 1118 Enclave Circle, Louisville, CO supported the project because of the age-restricted units and was in favor of having all the units age-restricted.

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

COUNCIL COMMENTS

Mayor Pro Tem Lipton stated he would vote in favor of the application although he had concerns over the loss of commercial. He voiced his frustration with not having the tools in the small area plan. He voiced his hope guidelines could be accomplished after the Council Retreat.

City Attorney Light reviewed the City Council's requested revisions to Ordinance No. 1712, Series 2016: In the last WHEREAS: WHEREAS, the PCZD-C/R zoning classification for the Property as further set forth on the Takoda GDP 6th Amendment, subject to the conditions herein, is consistent with the City of Louisville 2013 Citywide Comprehensive Plan.

Section 1. The City Council of the City of Louisville hereby approves the Takoda GDP 6th Amendment (the "Takoda GDP 6th 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 Commercial/Residential (PCZD-C/R) for the uses permitted in the Takoda GDP for the Property, a copy of which Takoda GDP 6th Amendment is attached hereto as Exhibit A, subject to Section 2 hereof and subject further to the condition that a note shall be added to the GDP stating that drive-thru restaurants and automobile service stations are a prohibited use within the GDP and that single family attached dwelling uses are limited to duplex, townhouse and condominium uses, with apartments prohibited.

ORDINANCE No. 1712, SERIES 2016

MOTION: Council member Keany moved to approve Ordinance No. 1712, Series 2016, as amended by the City Attorney, seconded by Mayor Muckle. Roll call vote was taken. The motion carried by a vote of 7-0.

ORDINANCE No. 1713, SERIES 2016

MOTION: Mayor Muckle moved to approve Ordinance No. 1713, Series 2016, seconded by Council member Keany. Roll call vote was taken. The motion carried by a vote of 7-0.

City Attorney Light reviewed the City Council's requested revision to Resolution No. 3, Series 2016, which adds Condition 6. Add a sentence to the PA-1B General Notes, item 1, stating "This PUD authorizes only condominium project type development." He asked Council for their preference in the number of age-restricted units.

Council Discussion: Mayor Muckle, Council member Loo, Leh, Keany and Maloney supported 24 age-restricted units. Council member Stolzmann supported all 30 units.

City Attorney Light added the following language to the revised condition: Further, revise the phrase "a potential amount of units" to state instead "24 units."

RESOLUTION No. 3, SERIES 2016

MOTION: Mayor Muckle moved to approve Resolution No. 3, Series 2016 with the six conditions as cited by the City Attorney, seconded by Council member Loo.

Council member Loo voiced her frustrations with signage and offered a friendly amendment to eliminate condition number 2. Mayor Muckle did not accept the amendment.

MOTION: Council member Loo moved to strike condition 2 from the resolution, seconded by Council member Keany.

Council member Stolzmann preferred to have public comment on the matter.

Council member Leh did not support the amendment. Council member Keany voiced his support for the amendment.

VOTE ON THE AMENDMENT: Roll call vote was taken. The motion failed by a vote of 5-2. Mayor Muckle, Mayor Pro Tem Lipton and Council members Maloney, Leh and Stolzmann voted no.

VOTE ON THE MAIN MOTION: All were in favor.

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 – 2ND READING – PUBLIC HEARING**

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

Mayor Muckle requested a City Attorney introduction.

City Attorney Light introduced Ordinance No. 1711, Series 2016 and Resolution No. 2, Series 2016 and noted members of the public may speak on either of the agenda items.

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

Interim Planning and Building Safety Director Russ explained the request for rezoning, replat to combine three parcels to subdivide the property into two separate lots, rezoned mixed use residential (MU-R) and Residential Medium Density (RM). The subject property is located on the north side of Pine Street between the Burlington Northern Santa Fe Railroad and Highway 42. It is currently zoned Commercial Community Zone (CC) and part of the Highway 42 Revitalization area. The lot is 15,813 SF.

Section 16.16.050 (C) of the Louisville Municipal Code requires the maximum depth of all residential lots not to exceed 2 ½ times the width of the lot. For all other lots, the depth shall not exceed three times the width. The dimensions for the proposed Lot 2 are approximately 230' X 55' from the northernmost corner to the southernmost corner. The depth is 4.18 times the width. Lot 2 does not comply with the Code. Section 16.24.010 of the Louisville Municipal Code grants the City Council, upon advice of the Planning Commission, to authorize modifications from the requirements in cases where there is exceptional topographical conditions or other conditions peculiar to the site. Staff believed the site is a "peculiar" shape due to the abandoned railroad right-of-way and existing depth of the lot. The subdivider would not be able to provide two lots, which meet the depth to width ratio while providing the required lot frontage. Staff recommended the City Council authorize the modification.

Proposed Zoning: The required rezoning of this property must be consistent with the framework provided Land Use Exhibit A in the MUDDSG. Lot 2 – Residential Medium Density: 10,502 SF allows up to three residential units. Staff recommended the proposed Lot 2 be included with in the Old Town Overlay Zoning District. If authorized, the Old Town Overlay will be amended to include the proposed Lot 2, which does not require a PUD. Lot 1: Mixed Use – Residential: 4,703 SF must comply with the MUDDSG and requires a PUD. The existing single-family dwelling is considered a legal, non-conforming use and can continue with its use as a single-family home.

The Planning Commission held a public hearing on the application on December 10, 2015 and voted 6-0 to approve the replating as well as the rezoning and recommended City Council approval. Staff recommended City Council approval of Ordinance 1711, Series 2016 and Resolution No. 2, Series 2016.

PPLICANT PRESENTATION

Arn Rasker, 4782 Valhalla Drive, Boulder, CO explained he represents the owner, who lives out of state. He explained this project began when the City requested a right-of-way easement for the new drainage plan on the northern parcel. He explained nothing could be done with the property until it conformed to the new zoning overlay. Once the zoning is approved plans to develop the property can begin. He noted this project will add commercial space, which is currently under design.

Jean Morgan, 1131 Spruce Street, Louisville, CO explained in the packet, sometimes the street is referred to as Lee Street and other times it is referred to as Lee Avenue. She requested it be referred to as Lee Avenue. She addressed the Spruce side addition and asked if it would be compatible with the existing homes on Spruce Street. Interim Planning and Building Safety Director Russ confirmed it would be compatible.

Ms. Morgan addressed the 15% public land dedication and voiced her concern that parking for the units would impact the historic miner's cabins. She requested the 15% public land dedication be for land to separate the development from the miner's cabins. She asked for confirmation there will be approval for 3-units. Interim Planning and Building Safety Director Russ confirmed there could be up to 3-units. She felt preserving the historic cabins was important.

Interim Planning and Building Safety Director Russ confirmed the subject property is south of the miner's cabins. He explained there is a drainage easement between the cabins and the subject property, which is part of the Flood Plan Improvement project.

COUNCIL COMMENT

Council member Stolzmann addressed the notion of hardship and lot layout and inquired about the long range layout for the area. She referred to the lot lines and completed calculations on the depth of the lot. She calculated it would be 125.9' deep from the property's east property line. The applicant calculated 137.2' deep. She understood why it should not apply to the whole property, but did not feel it would create a hardship to apply from the street and back (south of Spruce Street). She felt the applicant was trying to maximize the lot depth of Lot 2.

Council member Keany asked for clarification it would add 12 feet to Lot 1 on Pine Street. Council member Stolzmann confirmed it would add 12 feet.

Mayor Muckle inquired how the angled portion of property would be used. Interim Planning and Building Safety Director Russ explained it is a land dedication for Spruce Street, which is not currently part of the City's right-of-way, but has access from Spruce.

Mayor Muckle asked if the public land dedication could be for a public park for the miner's cabins. Interim Planning and Building Safety Director Russ explained the staff worked with the Parks Division and Historic Preservation and this land is not in any

adopted plans and therefore, payment in lieu is recommended.

Mayor Muckle requested the measurement for public land dedication for the north lot.

Council member Leh left the meeting at 10:05 p.m.

Council member Maloney inquired about the zoning of adjacent lots. Planning and Building Safety Director Russ explained the property is currently in the Highway 42 Revitalization Plan, which extends to South Boulder. Any request requires a mandatory rezoning. A replat is an intent to redevelop the property and Council has the option to consider the waiver.

Council member Keany inquired whether the odd depth of the property line is located on the north side. Interim Planning and Building Safety Director Russ explained Council member Stolzmann is suggesting if the property line is moved 12' north, that portion of the site where the development would likely be would be more consistent with the Louisville Municipal Code.

Council member Keany asked if that would change the number of units allowed. The applicant, Mr. Rasker stated the recalculation would increase the square footage of the southern lot, which would increase the allowance for commercial and above residential. He felt the larger area on the back lot would be advantageous because it would minimize what is built and allow for parking. The recalculation would also reduce the number of units on the northern lot from 3 units to 2 units.

Council member Keany explained Council is asked to consider a waiver for this. Mr. Rasker noted the owner has provided the easement and the triangular piece to the City. He noted it is not a minor thing to replat the entire area.

Planning and Building Safety Director Russ stated, in response to Mayor Muckle's question about the measurement for public land dedication, a change in the calculation would reduce the square footage by approximately 6,000 square feet, which would reduce Lot 2 by 660 SF.

Council member Keany inquired why the triangular piece of property is not acceptable as cash in-lieu. Interim Planning and Building Safety Director Russ explained public land dedication is for public use. Easements and streets are not eligible for public land dedication.

Council member Keany asked if a two lot subdivision could be done without a PUD. Interim Planning and Building Safety Director Russ explained a PUD is not required for a minor subdivision.

Council member Keany asked what would prevent the applicant from subdividing the second lot. City Attorney Light explained if the applicant met the yard and bulk

requirements they could subdivide the lot, but would have to provide legal access to both lots and provide a new subdivision plat that meets and the requirements.

Interim Planning and Building Safety Director Russ recalculated the public land dedication to be 2,000 SF and the 15% requirement would be 1,575 SF.

Mr. Rasker explained the lot is not wide enough to subdivide, and there would not be any access.

Mayor Muckle inquired about the minimum lot in the RM zoning. Principal Planner McCartney stated it is 7,000 SF, but in the MUR zoning there is no minimum lot size.

Jean Morgan, 1131 Spruce Street, Louisville, CO noted the entire area will be developed eventually. She suggested running Spruce Street to the west to access this development. This would allow a border for the south side of the miner's cabins. She requested the Council provide a small park near the cabins.

Interim Planning and Building Safety Director Russ explained the minimum area per unit is 3,500 SF in the RM zone district. Three units will fit into the 10,500 SF, but 10,049 SF will not provide for the three units.

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

COUNCIL COMMENTS

Council member Stolzmann proposed the lot line be moved to the right to 125.9. This will take into account the odd angle of the lot and give the width to the applicant. This also ensures the neighborhood can allow the density for the width of the lot. She felt this would be reasonable and consistent with the Louisville Municipal Code.

Mayor Muckle voiced his support and suggested the land dedication be close to the miner's cabins to allow a pocket park. Council member Loo requested a map be drawn to reflect the recalculations.

Interim Planning and Building Safety Director Russ explained if the calculations are changed the applicant must be allowed to respond.

Council member Keany suggested continuing this matter to allow the applicant and staff time to discuss alternatives. There was Council consensus.

Mr. Rasker explained he could not move the lot line without the consent of the owner. He stated the land is private property and if the City wanted the northern portion for a park, they could discuss purchasing it from the owner. He explained the owner has already been delayed in developing his property when the City wanted it for a street. He would discuss moving the lot line with the owner and requested a continuance.

ORDINANCE No. 1711, SERIES 2016 AND RESOLUTION No. 2 SERIES 2016

MOTION: Mayor Muckle moved to continue Ordinance No. 1711, Series 2016, and Resolution No. 2, Series 2016 to February 2, 2016, seconded by Council member Keany. All were in favor.

633 CTC BOULEVARD PLANNED UNIT DEVELOPMENT

1. **ORDINANCE No. 1714, SERIES 2016 – AN ORDINANCE APPROVING THE VACATION OF AN EASEMENT WITHIN LOT 5, COLORADO TECHNOLOGY CENTER FILING NO. 2 SUBDIVISION – PUBLIC HEARING**
2. **RESOLUTION No. 4, SERIES 2016 – A RESOLUTION TO APPROVE A FINAL PLANNED UNIT DEVELOPMENT (PUD) PLAN TO CONSTRUCT A 153,018 SF SINGLE STORY INDUSTRIAL/FLEX BUILDING WITH ASSOCIATED SITE IMPROVEMENTS FOR LOT 1, BLOCK 4, THE BUSINESS CENTER AT CTC**

Mayor Muckle requested a City Attorney introduction.

City Attorney Light introduced Ordinance Nos. 1714, Series 2016 and Resolution No. 4, Series 2016. Members of the public may speak on either agenda items.

Mayor Muckle opened the public hearing requested a staff presentation.

Principal Planner McCartney explained Ordinance No. 1714, Series 2016 is an ordinance approving the vacation of an easement within Lot 5, Colorado Technology Center Filing No. 2 Subdivision. Resolution No. 4, Series 2016 is a request to approve 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 16 of the CTC Filing 2 Subdivision. The subject property is located in CTC and zoned Industrial (I). It is required to follow the IDDSG. The proposal is for a 153,018 SF general flex space with 72% hardscape; 28% soft scape; 5 access points: two on CTC; two on Boxelder and one from East.

Parking: The “office without loading” amount of 3.7 spaces per 1,000 SF requires a waiver from the IDDSG. Staff believed the waiver request is acceptable and recommended approval.

Signs: Monuments Signs: IDDSG allows one freestanding sign for each access. The applicant is requesting 4 monument signs. Wall Signs Waiver: IDDSG allows 15 SF all signs, not to total more than 80 SF. The applicant is proposing 40 SF signs not to total more than 120 SF.

Staff recommended approval of Ordinance No. 1714, Series 2016 and Resolution

No. 4, Series 2016 with the following condition: 1.) The applicant must comply with the October 22, 2015 Public Works memo prior to recordation.

APPLICANT PRESENTATION

Jim Vasbinder, Etkin Johnson Group, 1512 Larimer Street, Suite 100, Denver, CO, explained this is a proposal for the largest building to be constructed at the Colorado Technology Center. They just broke ground of the property at 2000 Taylor and with Council consideration and approval of this proposal; the applicant will apply for a building permit within the next 30 days.

COUNCIL COMMENTS

Mayor Muckle addressed the requested sign waiver. Council member Stolzmann stated there is consistency as this request is similar to their last request relative to signage.

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

ORDINANCE No. 1714, SERIES 2016

MOTION: Council member Stolzmann moved to approve Ordinance No. 1714, Series 2016, seconded by Mayor Muckle. Roll call vote was taken. The motion carried by a vote of 6-0. Absent: Council member Leh.

RESOLUTION No. 4, SERIES 2016

MOTION: Mayor Muckle moved to approve Resolution No. 4, Series 2016, seconded by Council member Keany. The vote was 6-0. Absent: Council member Leh.

DISCUSSION/DIRECTION/ACTION – KESTREL HOUSING PROJECT DEVELOPMENT AGREEMENTS

Mayor Muckle requested a staff presentation.

Interim Planning and Building Safety Director Russ reported on the final Subdivision Plat and Planned Unit Development (PUD), for Kestrel, the Boulder County Housing Authority's (BCHA) affordable housing development located at 245 N.96th Street. BCHA has submitted building permits and construction plans for the required public improvements.

Traditionally, a draft subdivision agreement is not shown to City Council because the agreement follows established forms and protocols which staff can negotiate and the mayor can execute once City Council approves a resolution allowing the development. However, in some cases, applicants request non-standard solutions which require Council discussion, direction, and action. Such is the case for the Kestrel Development.

BCHA has four unique requests within the subdivision agreement requiring City Council direction:

1) Improvement guarantee: BCHA is requesting a hybrid improvement guarantee, which provides only a portion of the guarantee be in the form of a letter of credit to assure stabilization of site soils and construction of Hecla Drive and related underground utilities.

2) Traffic Signal Funding: BCHA, and it lenders, are requesting a modification to this requirement to establish at this time a cost for BCHA's share of the signal improvement. With Council approval, staff would negotiate and set in the subdivision agreement an amount and time for payment based on a City cost estimate and an inflation factor recognizing the new Paschal and Highway 42 signal warrant is anticipated to occur in 2018 (an estimated BCHA payment of $214,000).

3) Impact fee deferral: BCHA is requesting their impact fee payment be deferred from the issuance of building permits, expected this month, to March/April when State of Colorado grant monies are available to pay these fees.

4) Estoppel agreement: City Attorney Light reviewed the request for an Estoppel Agreement. Regarding the funding of the affordable housing project, the BCHA's lender (Citibank N.A.) requests the City enter into a project-specific "estoppel agreement" intended to confirm certain obligations, such as the requirement to provide the warranty guarantee for completed public improvements, will remain with BCHA notwithstanding transfer of project land into the new, single-purpose entity that will own the property, build the improvements and operate the affordable housing project. This estoppel agreement will also include a subordination stating that the required affordability restrictions for BCHA's affordable housing development are subordinate to the lender's collateral interest under its loan. All of the other funding agencies are also being asked to subordinate, under their restrictive covenants, to the lender's collateral interest under its loan.

Staff Recommendation: Staff recommended the City Council adopt a motion to (1) approve the improvement guarantee, traffic signal funding and impact fee solutions as outlined above; (2) approve as to form the proposed estoppel and subordination agreement for the project; and (3) authorize the Mayor to execute the final versions of the estoppel and subordination agreement and other development agreements for the Kestrel development.

APPLICANT PRESENTATION

Norrie Boyd, Boulder County Housing Authority, 2525 13th Street, Boulder, CO explained this has been a lengthy process and requested Council consideration.

COUNCIL COMMENT

Council member Lipton addressed the “estoppel agreement” and asked what is backstopping this project, if it fails. City Attorney Light explained the only backstop is what has been approved on the property to date. In the event of foreclosure the lender does not have the right to develop whatever they choose. The property would still be subject to general zoning laws. There are cases in Colorado between public entities and foreclosing lenders on what exactly survives on foreclosure. In the interest of the City other land use provisions of the City would continue and the zoning would still be in place. The property is in PCZD zoning, which is a negotiated zoning.

Mayor Pro Tem Lipton voiced his concern over the probable worst case scenarios, which would be the loss of affordable housing restrictions. He explained he was always leery of real estate matters.

Mayor Muckle stated the worst case scenario would be the City would end up with a nice PUD and design that was not for affordable housing. He supported the conditions as proposed.

Mayor Pro Tem Lipton asked Interim Planning and Building Safety Director Russ to address the potential risk for the public improvements not being made. Interim Planning and Building Safety Director Russ explained the downside of this project not being complete is there would not be a financial guarantee to complete the public improvements. The improvement guarantee provides the land can get to a point of development at Council’s discretion.

City Attorney Light explained because it is not automatic, the City asks for letters of credit to have ready access to the funds to complete the public improvements. If the public improvements are not completed and there is not a financial guarantee, there is still a contract, which stipulates they will complete the improvements. The standard rule for letter of credits is 115% for all public improvements. To date, the City has asked for a cash guarantee for the Hecla exchange and drainage improvements.

MOTION: Mayor Muckle moved to (1) approve the improvement guarantee, traffic signal funding and impact fee solutions as outlined above; (2) approve as to form the proposed estoppel and subordination agreement for the project; and (3) authorize the Mayor to execute the final versions of the estoppel and subordination agreement and other development agreements for the Kestrel development. Council member Keany seconded the motion. The motion carried by a vote of 6-0. Absent: Council member Leh.

CITY ATTORNEY’S REPORT

No items to report.

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

Council member Stolzmann reported the DRCOG's representatives received a packet of information for tomorrow night's meeting, which requests a legislation position on a number of bills. She will use the City's legislative policy to guide her decisions and look at the area of local controls. DRCOG staff members have asked for Board direction on these items.

City Manager Fleming noted this is Interim Planning and Building Safety Director Russ' last meeting with the City. He thanked Troy for his contributions to the City including the DDI, the 2013 Comprehensive Plan, and future items, including the South Street Underpass and a procedure issue - the electronic development review process.

Mayor Muckle also expressed his thanks to Interim Planning and Building Safety Director Russ on behalf of the City Council.

Planning and Building Safety Director Russ expressed his thanks to City Manager Fleming and the Mayor and City Council. He stated it was a pleasure to plan a City he lives in and the City he loves.

ADJOURN

MOTION: Mayor Muckle moved for adjournment, seconded by Council member Keany. All were in favor. The meeting was adjourned at 10:55 p.m. Absent: Council member Leh.

_____
Robert P. Muckle, Mayor

_____
Nancy Varra, City Clerk

SUBJECT: **APPROVAL OF 2016 ANNUAL FUEL PURCHASE**

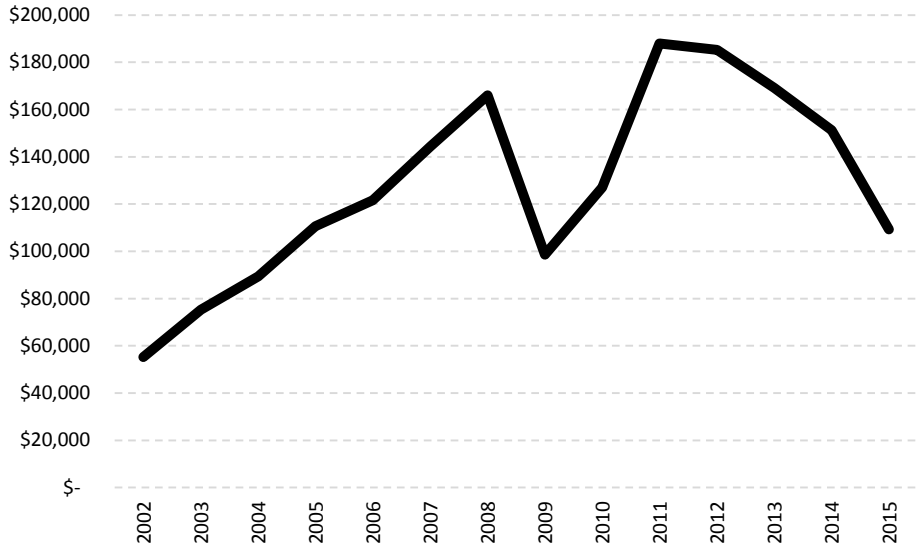
DATE: **FEBRUARY 2, 2016**

PRESENTED BY: **KURT KOWAR, P.E., PUBLIC WORKS DIRECTOR**

SUMMARY:

The Public Works Fleet Operations purchases Gasoline and Diesel fuel on a monthly basis throughout the year for the City Vehicle Fleet. The supplier for the City's fuel is selected based upon the lowest bid available for the Colorado Municipal Assembly of Procurement Officials (MAPO). This bid, currently RFP-13-38-MAPO, was advertised in 2013 with Hill Petroleum as the successful bidder for Fuel Delivery Services. Louisville as a member of MAPO is able to participate under the terms of the agreement. Hill Petroleum has supplied fuel to the City since at least 2002 (the extent of the historical research for this communication).

The City has used an average of 45,000 gallons of unleaded gasoline and 11,000 gallons of biodiesel fuel over the course of the last three years (2013 – 2015). The City has budgeted $168,870 for fuel purchase in 2016. Budgeting for City fuel purchases is done by department and allocated across various cost centers in the operational budget. Actual 2015 fuel costs were $109,223. City expenditures for fuel going back to 2002 are illustrated below.



Given the variable nature of fuel costs, actual need may be over or under budgeted funds. City staff monitor fuel costs in conjunction with overall citywide budget trends to manage expenditures for each fiscal year.

In addition to regular fleet fuel purchase, the Golf Course purchases fuel through the RFP-13-38-MAPO. Staff projects the Golf Course operation will expend $22,400 for fuel in 2016. Golf Course fuel purchases would be covered by the MAPO contract with Hill Petroleum.

FISCAL IMPACT:
The approved 2016 Operations Budget includes $168,870 for Citywide fleet fuel purchases and $22,400 for Golf Course fuel purchases.

RECOMMENDATION:
Approve the Public Works Director to continue the existing practice of purchasing fuel from Hill Petroleum under the guidelines and price structure of the current RFP-13-38-MAPO agreement.

ATTACHMENTS:
1. 2013 Arapahoe County/MAPO Extension of Agreement
2. Example Invoice with Fuel Cost

Purchasing Agreement Piggyback Letter

Date: August 1st, 2015

Name of Municipality: City of Louisville

Purchasing/contracting Authority: Steve Hite

This letter is to confirm the intentions of: City of Louisville to participate in the benefits, and be bound by the terms and conditions of the RFP -13-38- MAPO Fuel Agreement Hosted by Arapahoe County dated August 1, 2013

Purchasing/Contracting Authority Signature Steve Hite

Hill Petroleum Signature_____

This document will be forwarded to Arapahoe County Purchasing and a letter of addition will be forwarded to you. In addition Arapahoe County requested that each municipality wishing to participate provide one other piece of documentation. Please provide delivery address, product used, tank size and annual volume for each location that will be serviced on a separate document.

Thank You,

Gina Baker Distributor Sales Rep
Troy Hill VP Operations
Hill Petroleum

HILL PETROLEUM

PLEASE REMIT PAYMENT TO:
HILL PETROLEUM
6301 RALSTON RD
ARVADA, CO 80002

ARVADA 303-424-6262
FT. MORGAN 970-867-5464
GREELEY 970-352-9208

Invoice Number: 0462504-IN
Invoice Date: 12/17/2014
Customer Number: 10-0000096

INVOICE

Terms Net 30 days

Sold To:
CITY OF LOUISVILLE - FUEL
749 MAIN STREET
LOUISVILLE, CO 80027
(303) 335-4750

Ship To:
CITY OF LOUISVILLE
1600 EMPIRE ROAD
LOUISVILLE, CO 80027
303-666-0124

Confirm To:
NANCY-PAYABLES

BILL OF LADING
BOL# 753251

Customer P.O.	Ship VIA	F.O.B.	Order Number:	Order Date	Salesperson:
91775	113	JS	0462504	12/16/2014	0088

Item Number	Unit	Ordered	Shipped	Back Ordered	Price	Amount
40	GAL	4,006.00	4,006.00	0.00	1.2825	5,137.70
UNLEADED OXY 10% UN1203, Gasoline, Flammable Liq Haz Cl 3, PG II, ER RESPONSE GUIDE 128 A-C. Product does not meet the requirements for reformulated gasoline and may not be used in any reformulated gasoline covered area.			Whse: 113			
STATE ENVIRO FEE					0.01250	50.08
FEDERAL OIL SPILL FEE					0.00171	6.85
					1.29671	5,194.63
15B	GAL	1,000.00	1,000.00	0.00	1.8000	1,800.00
#2 ULSD DYED DIESEL 2% BIOBLEND NA1993, COMB LIQ DIESEL FUEL, 3, PGIII, ER RESPONSE GUIDE 128, SULFUR CONTENT= 15 PPM Product is dyed diesel fuel, nontaxable use only. Penalty for taxable use. Product meets EPA requirements for sulfur and cetane index or aromatic content.			Whse: 113			
STATE ENVIRO FEE					0.01250	12.50
FEDERAL LUST FEE					0.00100	1.00
FEDERAL OIL SPILL FEE					0.00186	1.86
					1.81536	1,815.36
HPPB	GAL	1.33	1.33	0.00	40.0000	53.20
HILL POWER PLUS ADDITIVE BULK			Whse: 100			
FG	EACH	4,006.00	4,006.00	0.00	0.0250	100.15
FREIGHT- TRANSPORT GASOLINE			Whse: 113			
FD	EACH	1,000.00	1,000.00	0.00	0.0250	25.00
FREIGHT-TRANSPORT DIESEL			Whse: 113			

Net Invoice:	7,188.34
Less Discount:	0.00
Freight:	0.00
Sales Tax:	0.00
Invoice Total:	7,188.34

ALL PAST DUE INVOICES WILL BE SUBJECT TO A 2% PER MONTH LATE FEE

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 – 2nd READING –PUBLIC HEARING – Advertised *Daily Camera* 1/10/16 – Continued from the January 19, 2016.**

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 – Continued from the January 19, 2016.**

DATE: **FEBRUARY 2, 2016**

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

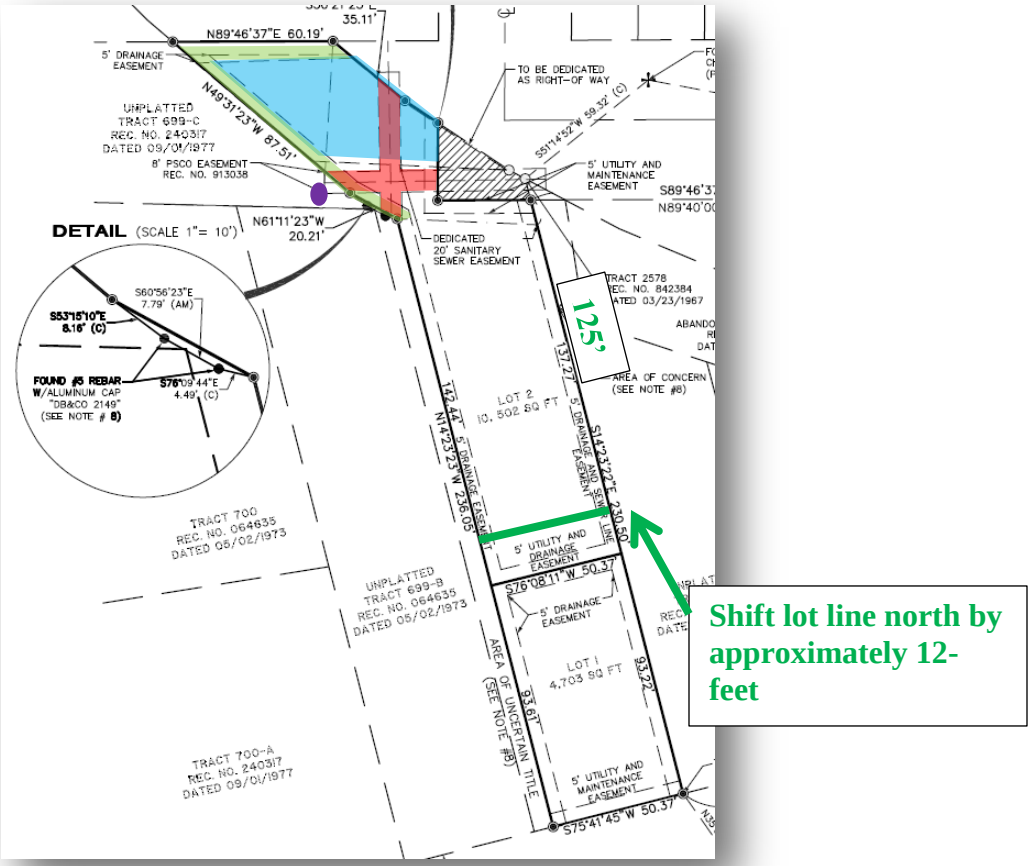
UPDATE:
During the January 19, 2016 City Council meeting, Council directed staff to explore the following two alternative platting concepts for 1125 Pine Street with the applicant:

1. Adjust the lot line between the proposed Lot 1 and Lot 2 approximately 12 feet to the north so the maximum depth of the “buildable” portions of Lot 2 is only 2.5 times the width.

2. Evaluate the requested plat with a Public Land Dedication (PLD) rather than a payment-in-lieu. The dedicated land would be maintained by the City of Louisville and possibly used for the preservation of the adjacent miners’ cabins.

Lot Line Adjustment
City Council wanted to understand alternative lot layouts before considering the one requested by the applicant. Specifically, Council wanted to look at an alternative lot layout that made the “buildable” portion of Lot 2 compliant with Section 16.16.050 (C) of the Louisville Municipal Code (LMC), where the length of the lot should be no more than 2.5 times the width of the parcel.

The peculiar layout of the property is compromised by several utility easements that render approximately 3,230 SF of the parcel in the northwestern portion of the property, with the exception of flatwork, unbuildable. The following illustration shows easements for drainage (green), storm water and sanitary sewer (blue), and Public Service Company (PSCO) electric lines (red).



Recognizing these development constraints, City Council requested staff evaluate a potential lot line shift of approximately 12-feet to the north between Lots 1 and 2 so the maximum depth of the "buildable" portions of Lot 2 is only 2.5 times the width.

This lot line adjustment would decrease the size of the proposed Lot 2 from 10,502 SF (as currently proposed) to 9,929 SF (10,502 – 573 = 9,929). Based on the Residential Medium (RM) zone district allowances, this shift would reduce the number of residential units allowed from three (as requested) to two units. The RM district allows one unit for every 3500 SF in lot size.

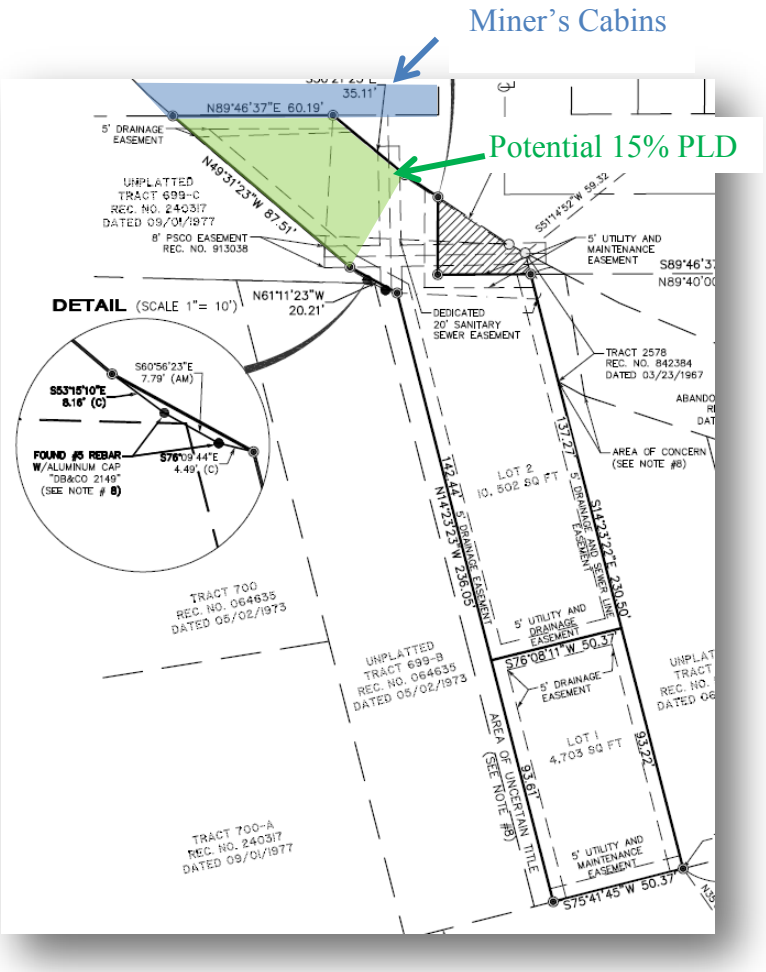
Conversely, the 12-foot lot line adjustment would increase the size of Lot 1 from

4,703 SF (as requested) to 5,276 SF (4,703 SF + 573 SF = 5,276 SF).

Public Land Dedication

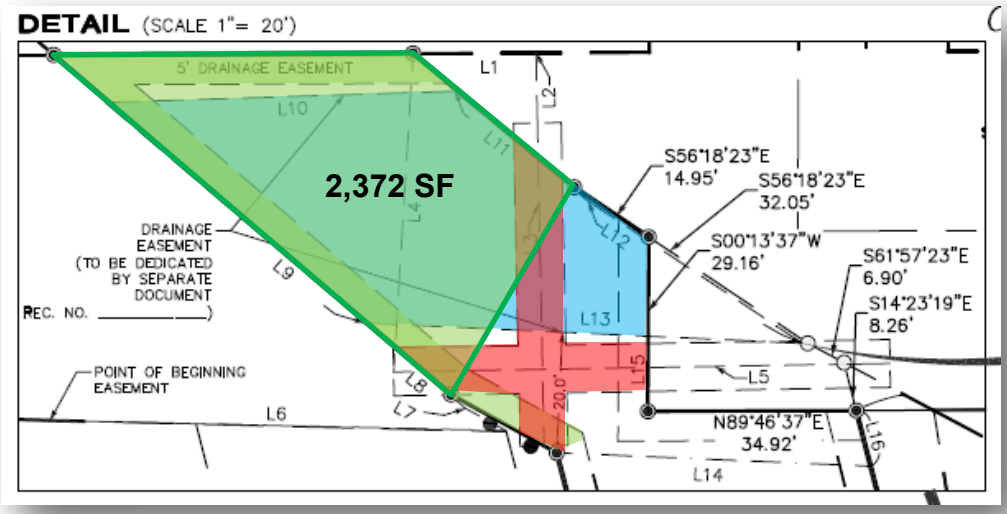
Council also directed staff during the January 19th meeting to evaluate an alternative subdivision which accommodated the 15% required Public Land Dedication (PLD) rather than a payment-in- lieu as requested by the applicant. The dedicated land would then be maintained by the City of Louisville and possibly used for the preservation of the potentially historic miners' cabins located immediately north of Lot 2.

Staff is using word "potential" because these cabins have never been evaluated for their historic qualities by the City's Historic Preservation Commission (HPC).



The 15% PLD requirement, outlined in Section to 16.16.050(B), applied to this subdivision request would yield a public land dedication of 2,372 (15,813 SF net property area X 15% = 2,372 SF). Staff assumed Council wanted the most northerly portion of the Lot 2 evaluated for the PLD as discussed during the January 19th meeting.

The total area of the northern portion of the property is approximately **3,228 SF**. The PLD requirement of **15%** is equal to 2,372 SF. The image below shows the approximate boundary of a 15% PLD (shown in green) with the existing utility easements.



The 15% PLD as shown above would decrease the size of Lot 2 from 10,502 SF (as currently proposed) to 8,130 SF (10,502 – 2,372 = 8,130) and allow only two residential units where 3 would have been allowed with the original request. Adjusting the lot line approximately 12-feet north between Lots 1 and 2, in combination with the 15% PLD, would further reduce Lot 2 by 573 SF to 7,557 SF. This further reduced size would yield two residential units in the RM zone district.

Section 16.16.060.B.3. states, *"In determining which of the above policies to implement, the planning commission and the city council will consider the size of the development and its adequacy for accommodating a suitable public use site; the community facility aspects of the comprehensive development plan and the school district's master plan; existing parks and other public uses in the area; the topography, geology, and location of land in the subdivision available for dedication; the needs of the people in the area; and any other appropriate factors. <u>If land is dedicated to the city, it shall be free of all liens and encumbrances."</u>*

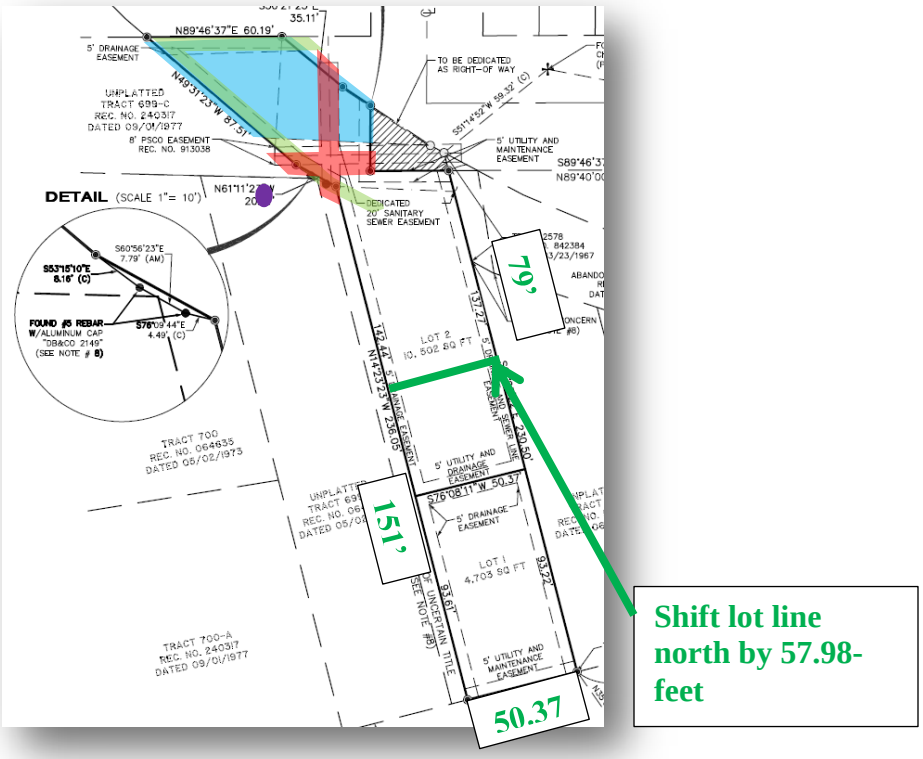
The northern portion of Lot 2, as shown above, is not free of encumbrances and therefore does not qualify as land appropriate for a PLD. Additionally, the presence of the easements restricts the possibility of placing the cabins in this location. Further, this property is not shown as a recommended land acquisition in the adopted 2012 Parks, Recreation, Open Space and Trail Master Plan. Also, relocating these cabins—to this or other potential locations—has not been formally discussed by the HPC or City Council.

Finally, addressing all of these issues related to the PLD would further delay the applicant's interest in rezoning the property as required by the Highway 42 Revitalization Area Comprehensive Plan. Accordingly, staff would appreciate City Council's consideration of these issues, as well as the Applicant's response addressed below, and give staff direction on whether to further explore requiring this land to be dedicated instead of accepting a payment-in-lieu of the PLD.

Applicant's Response

Staff discussed these two alternatives and their impacts with the applicant. The applicant discussed these alternatives with the property owner. In response, the applicant and owner requested to modify the application by shifting the lot line between Lots 1 and 2 approximately 58-feet to the north. They also continue to request a payment-in-lieu of the PLD.

Shifting the property line north and now proposed would maximize the allowed length of a non-residential lot (Lot 1) as provided by Section 16.16.050(c), which states, *"The maximum depth of all non-residential lots shall not exceed three times the width."* This proposed shift would also reduce the size of Lot 2 from 10,502 SF to 7,586 SF. The RM zone district would allow two residential units on this lot. Conversely, this request would increase the size of Lot 1 from 4,703 SF to 7,623 SF.



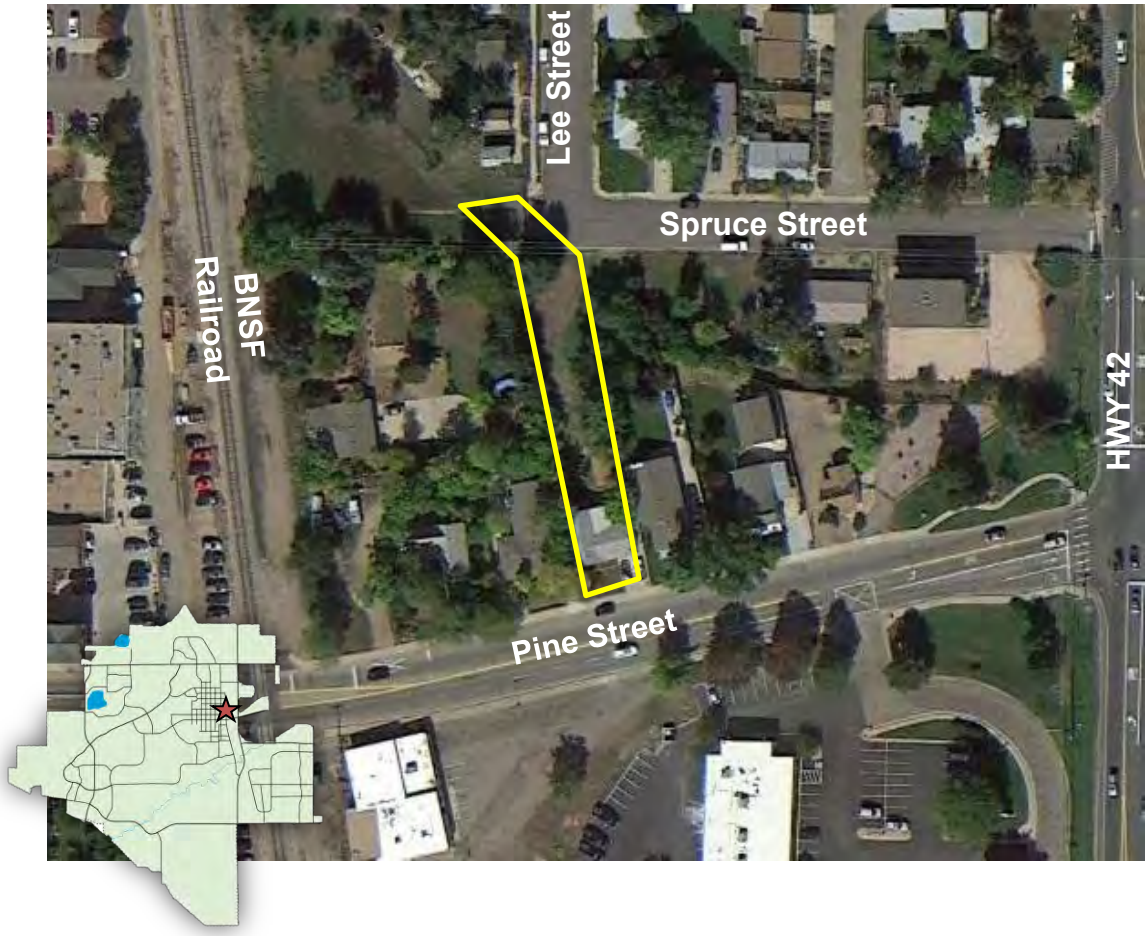
The applicant's new request creates lots that conform to the City's subdivision regulations in Title 16 of the LMC.

FISCAL IMPACT
If Council approves the applicant's request to accept a payment in-lieu of the required 15% public land dedication, staff calculates this would result in a one-time payment to the City's Open Space and Parks Fund of $38,692 at the time of the recording. This fee-in-lieu calculation is based on 15% of the value of the land based on a recent appraisal of the property (attached), which indicates the total value of the property to be $335,000, and then applying the ratio of the total property value relative to the value of improvements on the property (77%) as shown on the Boulder County Assessor's tax records. Thus, the calculation is $335,000 X 0.15 = $50,250; $50,250 X 0.77 = $38,692.

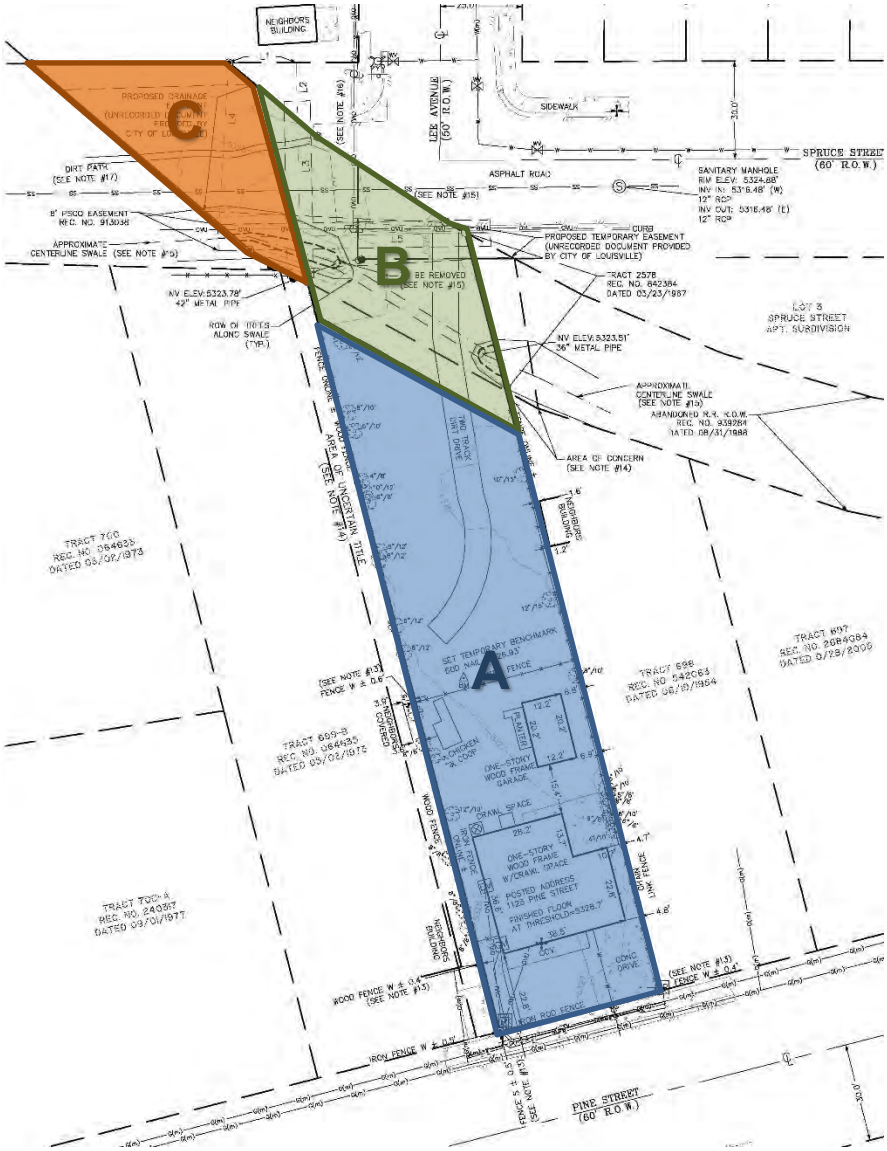
RECOMMENDATION:
Staff recommends Council approve the applicant's revised request because it does not require any waivers to the LMC. If Council agrees with this approach, Council should approve the updated Ordinance No. 1711, Series 2016 and Resolution No. 2, Series 2016. If Council still wishes to pursue a public land dedication instead of a payment-in-lieu, staff will prepare revised versions of the Ordinance and Resolution for consideration at a subsequent Council meeting.

January 19th Council Communication

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).



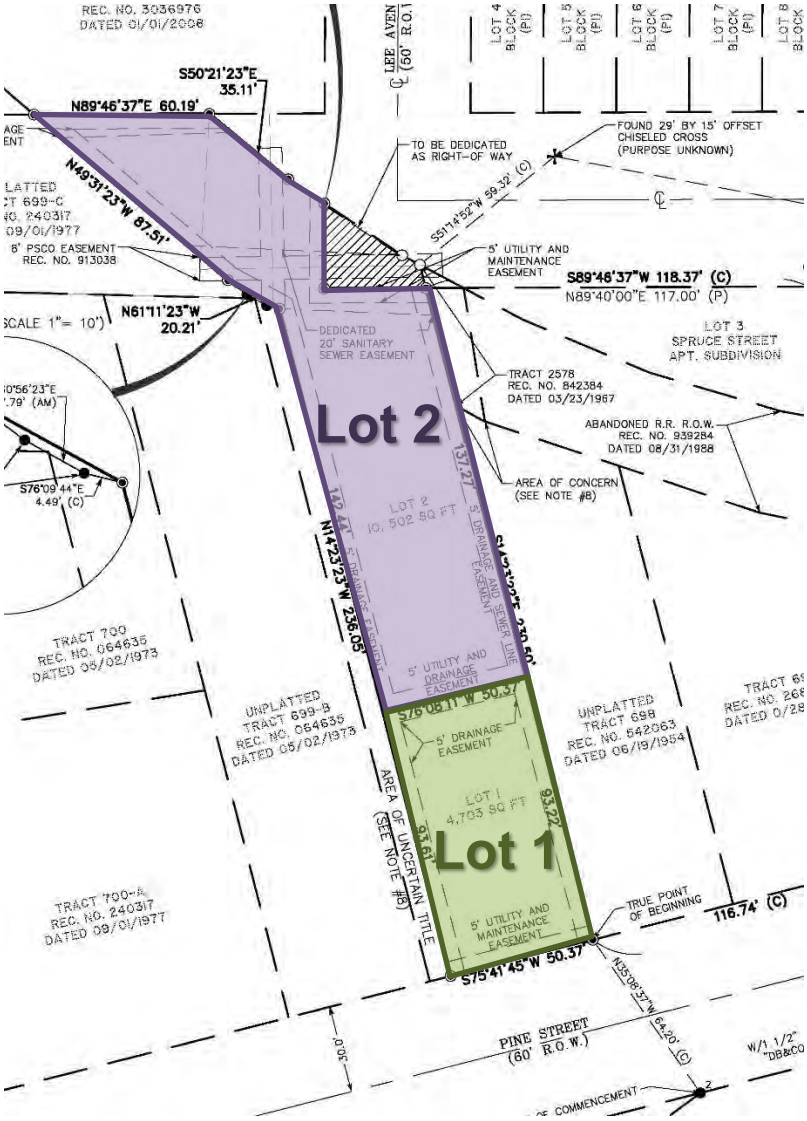
BACKGROUND:
The site is located on the north side of Pine Street between the BNSF Railroad and Highway 42. The property extends north to the corner of Spruce and Lee Streets. The single property owned by Patrick V. Dee has two descriptions recorded with Boulder County and includes three parcels. Parcel 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.

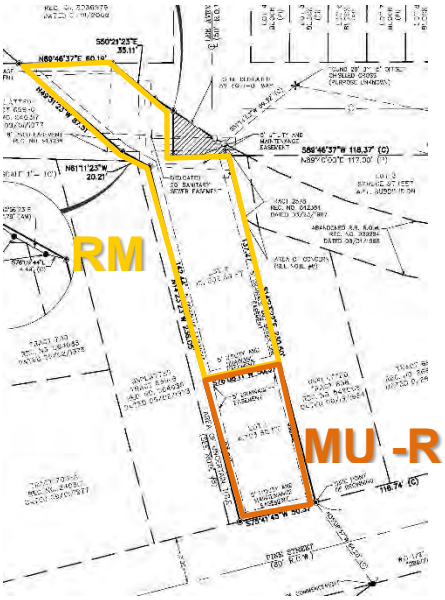
Section 16.16.060 – Public sites and dedications
Staff reviewed the site with the Parks and Recreation Department and recommends the required public land dedication of 15% come in the form of cash-in-lieu. If City Council agrees, the payment of the public land dedication would be based on the appraised 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

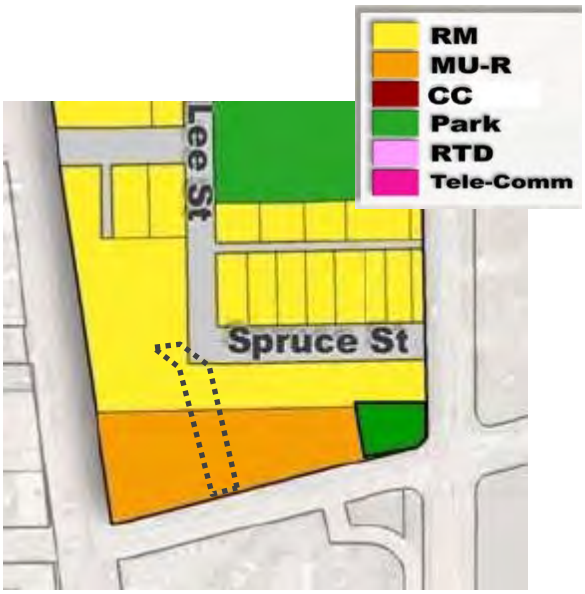


Exhibit A

<u>Residential Medium Density Zone District (RM)</u> – 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.

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

predominantly for higher density multi-family residential, with subsidiary commercial uses and civic uses that cater to the needs of residents and transit commuters." 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

If Council approves the applicant's request to accept a payment in-lieu of the required 15% public land dedication, staff calculates this would result in a one-time payment to the City's Open Space and Parks Fund of $38,692 at the time of the recording. This fee-in-lieu calculation is based on 15% of the value of the land based on a recent appraisal of the property (attached), which indicates the total value of the property to be $335,000, and then applying the ratio of the total property value relative to the value of improvements on the property (77%) as shown on the Boulder County Assessor's tax records. Thus, the calculation is $335,000 X 0.15 = $50,250; $50,250 X 0.77 = $38,692.

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 and Resolution No. 2, Series 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
8. Appraisal
9. Presentation

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

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 with the following condition:

1) The plat will be revised so that Lot 1 has the following dimensions: 50.37' wide; 151.11' long. The dimensions of Lot 2 (the balance of the subdivision property) shall be revised accordingly prior to recording of the plat.

PASSED AND ADOPTED this 2nd day of February, 2016

By: _____
Robert P. Muckle, Mayor

Attest: _____
Nancy Varra, City Clerk

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

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 ____ day of _____, 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 ____ day of _____, 2016.

_____
Robert P. Muckle, Mayor

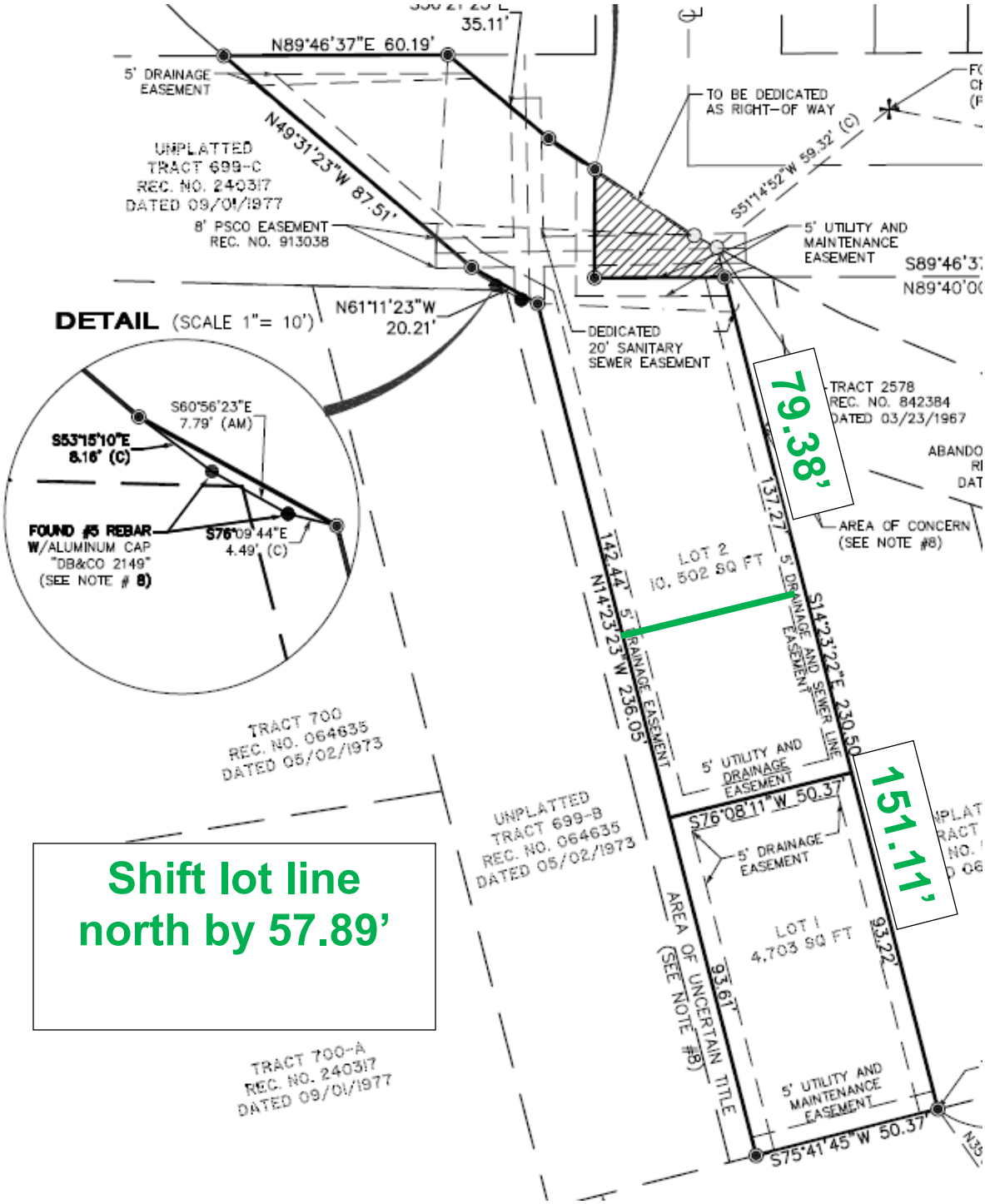
ATTEST:

_____
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



To be updated prior to recording.

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 10th 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.

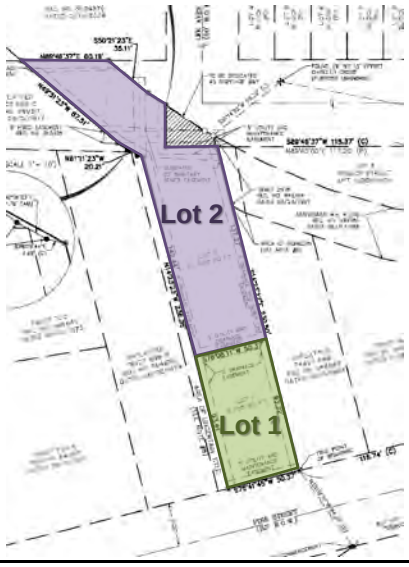
Public Notice Certification:
Published in the Boulder Daily Camera on November 22, 2015. Posted in City Hall, Public Library, Recreation Center, the Courts and Police Building and mailed to surrounding property owners and property posted on November 20, 2015.

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.

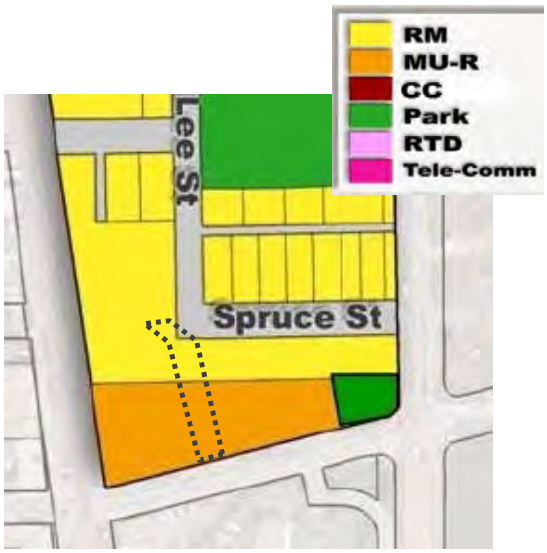
- Proposal is to take the three parcels, combine them, and re-subdivide them into Lot 1 and Lot 2.
- Lot 1 will be 4,703 sf and Lot 2 will be 10,502 sf.
- Eligible for minor subdivision review.
- Complies with all design criteria except:
    - 16.16.050(C)
- Staff recommends the public land dedication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

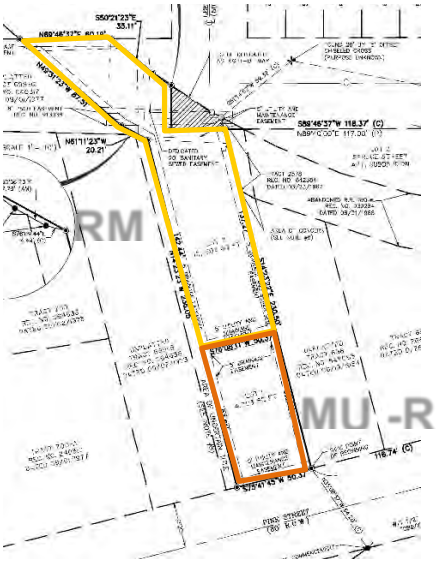


- 16.16.050 (C) deals with the dimensions of the lot so the proportion of depth to width. This subdivision does not comply with it. Lot 1 does but Lot 2 does not. Even if you look at the angle of Lot 2 but taking those as two separate lots with the street frontage on the corner, even the southern part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

City of Louisville
Dept. of Planning
749 Main Street
Louisville, CO 80027

Subject Property: 1125 Pine Street, Louisville
General Scope: Minor subdivision

Attn. Sean McCartney

Dear Sean,

Please find attached our application for minor subdivision of 1125 Pine Street. We are trying to accomplish the following simultaneously through this application:

1) Join the two Parcels that currently make up the street address commonly known as 1125 Pine Street (See Realist Report for both parcels)

Parcel 1: R0019801 (with Southern Boundary on Pine Street)
Parcel 2: R0019570 (Triangular piece on NW Side of 1125 Pine St)

2) Sub-divide the total combined property into two separate parcels. One parcel A with a total of 7050 Square Ft (Facing Pine Street), and a second parcel B with a total of 9067 Square Ft. facing Spruce Street Please see attached 8 ½ x 11 drawing and accompanying rolled drawing, by Flatirons Surveying.

3) Establish and grant an underground drainage access easement for the City of Louisville, so that the City can bury a drainage pipe within the easement

4) Since the City of Louisville will be installing underground drainage pipe(s) and underground water and sewer lines, the City will provide two four inch sewer line taps and two 3/4 " water line taps, extended to the edge of the property line on the North boundary of parcel B along Spruce Street, near the corner of Spruce and Lee Street.

Please feel free to call me if you have any questions or need additional documentation.

Best,

Arn Rasker
4782 Valhalla Drive
Boulder, CO 80301
(720) 298-8888
arnrasker@gmail.com

City of Louisville
COLORADO · SINCE 1878

Department of Planning and Building Safety

749 Main Street • Louisville CO 80027 • 303.335.4592 • www.louisvilleco.gov

LAND USE APPLICATION

CASE NO. _____

APPLICANT INFORMATION

Firm:
Contact: Patrick V. Dee
Address: 216 Haun St.
Harrisburg, PA
Mailing Address: " "
Telephone: 717-695-3369
Fax:
Email: pdee57@gmail.com

OWNER INFORMATION

Firm:
Contact: Patrick V. Dee
Address: 216 Haun St.
Harrisburg, PA
Mailing Address:
Telephone: 717-695-3369
Fax:
Email: pdee57@gmail.com

REPRESENTATIVE INFORMATION

Firm:
Contact: Ann Rasker
Address: 4782 Valhalla Dr.
Boulder, CO 80301
Mailing Address: " "
Telephone: 720-298-8888
Fax:
Email: Ann Rasker@gmail.com

PROPERTY INFORMATION

Common Address: 1125 Pine St.
Legal Description: Lot _____ Blk _____
Subdivision Long Legal - see attached
Area: _____ 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: Application to: Combine 2 Lots that currently make-up street address: 1125 Pine St Louisville and subdivide the total parcel into two parcels according to the already established zoning overlay.

Current zoning: _____ Proposed zoning: _____

SIGNATURES & DATE

Applicant: [signature]
Print: Pat Dee by Ann Rasker
Owner: Patrick V. Dee
Print:
Representative: [signature]
Print: Ann Rasker

CITY STAFF USE ONLY

- ☑ Fee paid: 1775.00
- ☐ Check number:
- ☐ Date Received:

City of Louisville | Department of Public Works
COLORADO • SINCE 1878

June 10, 2015

Petra Properties, LLC

Subject: Easement Request

Dear Owners of Petra Properties, LLC:

The City of Louisville in conjunction with Urban Drainage and Flood Control District are requesting easements along your property near the Burlington Northern Sante Fe Railroad Tracks in Louisville. As you know, there is currently a small drainage swale along the northern portion of your property near the Spruce Street and Lee Street intersection. We are requesting these easements to install drainage infrastructure (piping and manholes) to convey a 100-year flood event and abandon the existing swale and culvert under the BNSF. Items to be installed within the permanent easement include:

- Reinforced Concrete Piping (Drainage piping).
- Manholes or junction structures.

This work will benefit your property by abandoning the existing swale that runs east-west on the north side of your property and directing these flows into the newly installed underground piping. We are also requesting temporary construction easements to construct the improvements. These areas will be fenced off during construction and restored once the channel construction is complete. This area is needed for equipment staging and access during construction.

The City respectfully requests your approval of these easements to facilitate construction of the proposed improvements. Proposed payment for the easements is as follows:

	Area (acres)	Payment
Permanent Easement	0.057	$2,000
Temporary Easement	0.023	$500
Total		**$2,500**

Please note that these amounts are not based on appraisals for the easements or any appraised or assessed land values of the property.

Thank you for working with us to reach resolution on the matter. If you have any questions regarding the information above, please call me at 303-335-4611.

Thank you,

Cameron Fowlkes, PE
Civil Engineer III
Attachment

• 749 Main Street, Louisville, Colorado 80027 • P - (303) 335-4608 F - (303) 335-4550 • www.louisvilleco.gov •

EASEMENT AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2015, by and between Petra Properties, L.L.C., whose address is PO Box 871, Lafayette, CO 80026 (hereinafter "Grantor") and the CITY OF LOUISVILLE, a Colorado home rule municipal corporation whose legal address is 749 Main Street, Louisville, CO 80027 (hereinafter "Grantee");

WITNESSETH:

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

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

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

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

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

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

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

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

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

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

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

GRANTOR:
Petra Properties, L.L.C.

By: _____

Title: _____

ACKNOWLEDGEMENT

STATE OF COLORADO)
)ss
COUNTY OF BOULDER)

The foregoing instrument was acknowledged before me this _____ day of _____, 2015 by [name]_____, [title]_____ of Petra Properties, L.L.C.

Witness my hand an official seal.

My Commission expires:_____

(SEAL)

_____
Notary Public

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

By: _____
Malcolm Fleming, City Manager

ATTEST:

_____
Nancy Varra, City Clerk

ACKNOWLEDGMENT

STATE OF COLORADO)
)ss.
COUNTY OF BOULDER)

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

Witness my hand an official seal.

My Commission expires:_____

_____
Notary Public

EXHIBIT A

Legal Description Easement Parcel

EXHIBIT A

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

LEGAL DESCRIPTION:

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

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

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

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

THENCE FROM THE POINT OF BEGINNING, N49°41'09"W, CONTINUING ALONG THE SAID SOUTHERLY LINE, A DISTANCE OF 56.97 FEET;

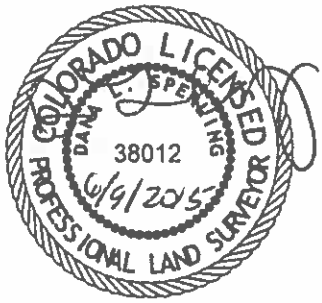
THENCE N88°10'51"E, DEPARTING FROM SAID SOUTHERLY LINE, A DISTANCE OF 58.59 FEET;

THENCE S50°31'09"E, A DISTANCE OF 28.85 FEET;

THENCE S56°28'09"E, A DISTANCE OF 43.05 FEET;

THENCE N87°20'28"W, A DISTANCE OF 73.35 FEET TO THE POINT OF BEGINNING;

CONTAINING 2,499 SQUARE FEET OR 0.057 ACRES, MORE OR LESS.



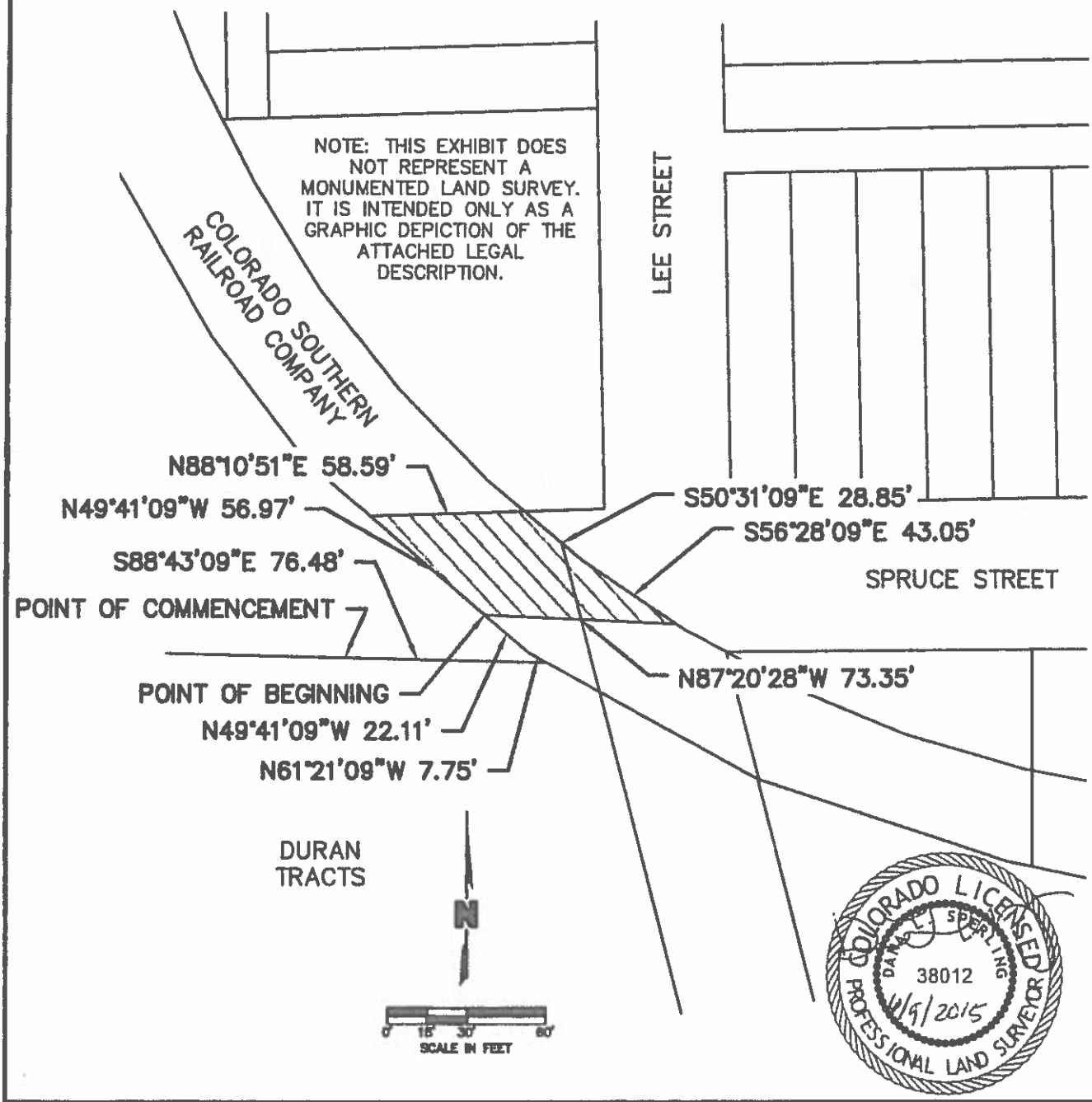
DANA L. SPERLING
PROFESSIONAL LAND SURVEYOR
COLORADO LICENSE NO. 38012

SHEET 1 OF 2	EXHIBIT A: PERMANENT UTILITY EASEMENT	OLSSON ASSOCIATES
DATE: 06/08/2015		
DRAWN BY: JCS		
CHECKED BY: DLS		
PATH: F:\Projects\013-2507\Easements		
DRAWING: 132507_ESMT.dwg		

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

EXHIBIT A

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



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

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

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement (the "Agreement") is entered into this _____ day of _____, 2015, by and between **PETRA PROPERTIES, L.L.C.**, whose address is P.O. Box 871, Lafayette, CO 80026 ("Grantor"), and the **CITY OF LOUISVILLE,** a Colorado home rule municipal corporation, whose address is 749 Main Street, Louisville, CO 80027 ("Grantee") (collectively the "Parties").

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

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

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

Grantee agrees to pay to Grantor as compensation for the easement granted herein the amount of Five Hundred Dollars ($500) which payment shall be made prior to commencement of any work within the easement and in no event later than forty-five (45) days after Grantor's execution hereof. Grantor warrants that they own fee title to the property described in Exhibit A, free and clear of liens and encumbrances that are superior to the rights granted herein.

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

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

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

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

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

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

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

Petra Properties, L.L.C.
PO Box 871
Lafayette, CO 80026

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

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

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

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

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

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

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

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

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

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

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

GRANTOR:
Petra Properties, L.L.C.

By: _____

Title: _____

ACKNOWLEDGEMENT

STATE OF COLORADO)
)ss
COUNTY OF BOULDER)

The foregoing instrument was acknowledged before me this____ day of _____, 2015, by _____, as [title]_____ of Petra Properties, L.L.C.

Witness my hand and official seal.

My commission expires on: _____

(SEAL)

_____
Notary Public

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

By:_____
Malcolm Fleming, City Manager

ATTEST:

By:_____
Nancy Varra, City Clerk

ACKNOWLEDGEMENT

STATE OF COLORADO)
) ss.
COUNTY OF BOULDER)

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

Witness my hand and official seal

My commission expires on: _____

(SEAL)

_____
Notary Public

EXHIBIT A

Legal Description Temporary Easement Parcel

EXHIBIT A

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

LEGAL DESCRIPTION:

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

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

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

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

THENCE S87°20'28"E, DEPARTING FROM THE SAID SOUTHERLY LINE, A DISTANCE OF 73.35 FEET;

THENCE S56°28'09"E, A DISTANCE OF 3.95 FEET;

THENCE S62°07'09"E, A DISTANCE OF 17.97 FEET;

THENCE S86°38'47"E, A DISTANCE OF 68.90 FEET TO THE POINT OF BEGINNING;

CONTAINING 1,036 SQUARE FEET OR 0.023 ACRES, MORE OR LESS.

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

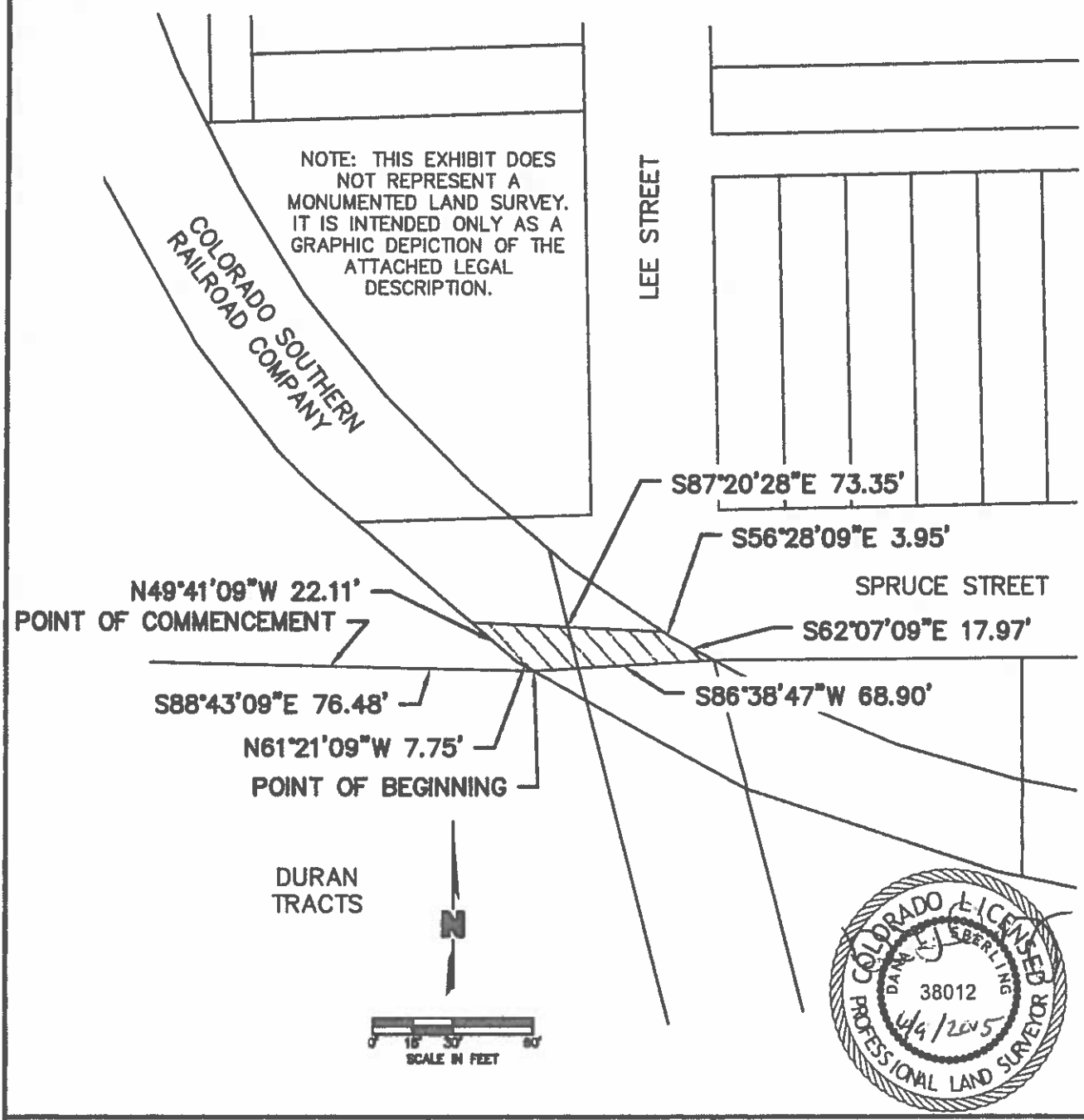
DANA L. SPERLING
PROFESSIONAL LAND SURVEYOR
COLORADO LICENSE NO. 38012

SHEET 1 OF 2	EXHIBIT A: TEMPORARY EASEMENT	OLSSON ASSOCIATES
DATE: 06/08/2015		
DRAWN BY: JCS		
CHECKED BY: DLS		
PATH: F:\Projects\013-2507\Easements		
DRAWING: 132507_ESMT.dwg		

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

EXHIBIT A

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



SHEET 2 OF 2	EXHIBIT A: TEMPORARY EASEMENT	OLSSON ASSOCIATES
DATE: 06/08/2015		
DRAWN BY: JCS		
CHECKED BY: DLS		
PATH: F:\Projects\013-2507\Easements		
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EXHIBIT B

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

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

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

Construction Dates

The project generally will start with mobilization to the site on October 2015 and be completed by June 2016. Access within the granted Temporary Construction Easement will occur between October 2015 and June 2016.

Temporary Fencing

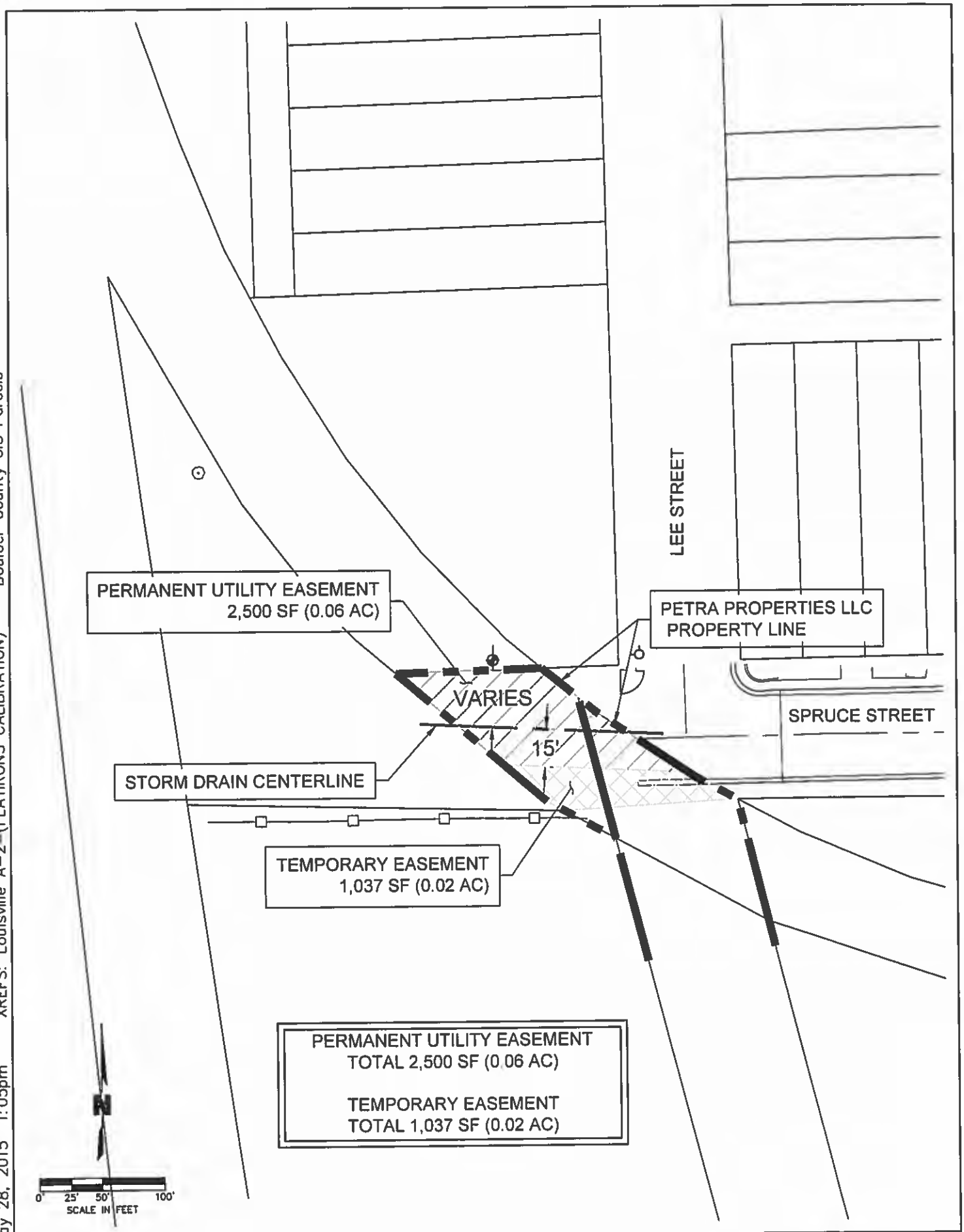
Before any construction activities proceed, the easement or construction area should be delineated with a temporary orange construction fence. The fence is to serve as a visual reference for the construction area. All traffic and construction activity should be restricted to within the easement area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

Seeding

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

Warranty Work within Temporary Construction Easement Area

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



DWG: C:\Temp\AcPublish_6892\Louisville-Lafayette Boundary Area Drainge Improvements - Petra Properties LLC Property.dwg USER: cuhrich
DATE: May 28, 2015 1:05pm XREFS: Louisville A-2-(FLATIRONS CALIBRATION) Boulder County GIS Parcels

PROJECT: 013-2507	PETRA PROPERTIES LLC PROPERTY	OLSSON ASSOCIATES	FIGURE
DRAWN BY: CAU			G-2
DATE: 05-28-2015			

EXHIBIT

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

SHEET 1 OF 1

Parcel Description

(PROVIDED BY THE CLIENT)
DEED RECORDED ON 8/24/2015 AT REC. NO. 3454630

PARCEL A:

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

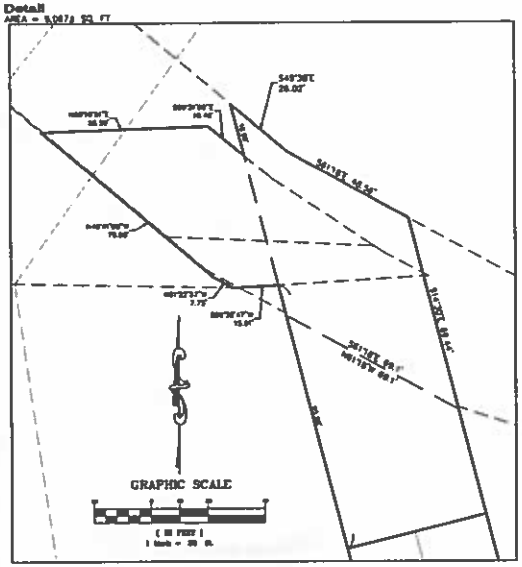
BEGINNING AT THE EAST QUARTER CORNER OF SAID SECTION;
THENCE SOUTH 00 DEGREES 07 MINUTES WEST A DISTANCE OF 839.7 FEET;
THENCE SOUTH 75 DEGREES 00 MINUTES WEST, 308.0 FEET TO THE TRUE POINT OF BEGINNING;
THENCE SOUTH 75 DEGREES 00 MINUTES WEST, 30.0 FEET;
THENCE NORTH 14 DEGREES 30 MINUTES WEST, 223.5 FEET;
THENCE SOUTH 61 DEGREES 18 MINUTES EAST, 69.1 FEET;
THENCE SOUTH 14 DEGREES 30 MINUTES EAST, 177.1 FEET TO THE TRUE POINT OF BEGINNING,
COUNTY OF BOULDER,
STATE OF COLORADO.

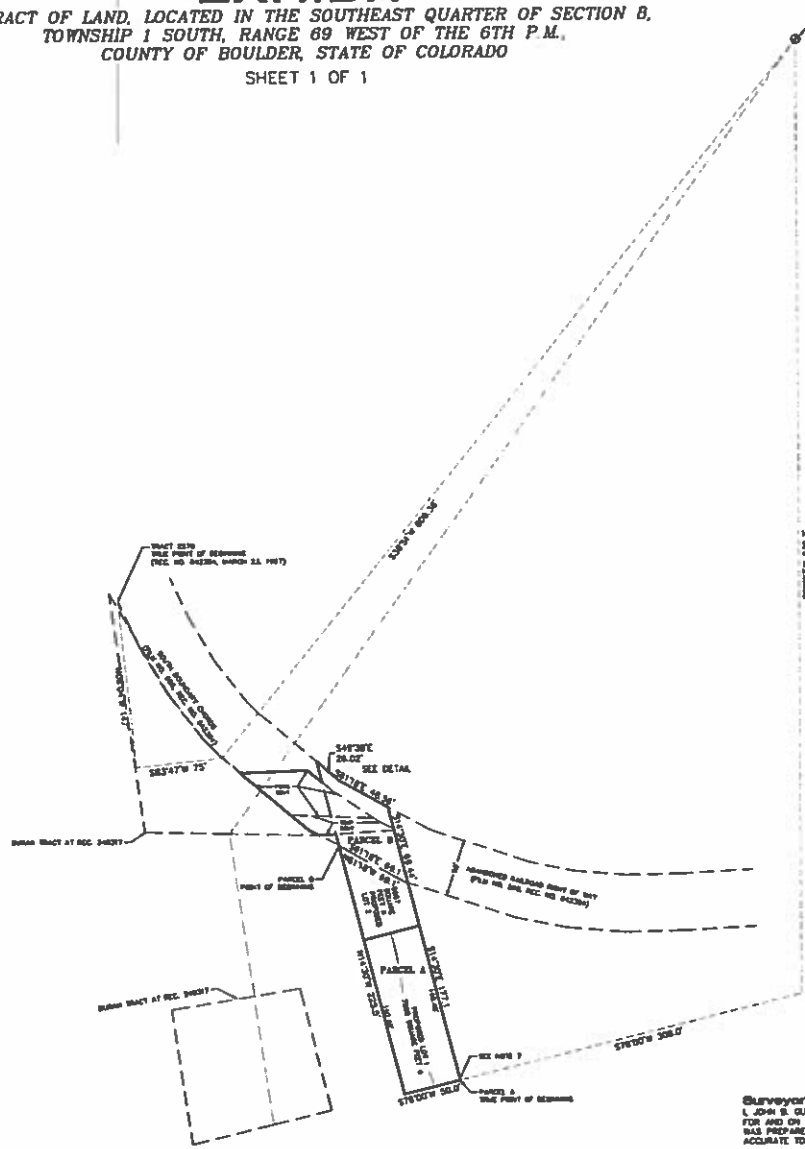
PARCEL B:

ALL THAT PORTION OF THE NORTHEAST QUARTER OF THE 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, DESCRIBED AS FOLLOWS:
BEGINNING AT THE NORTHWEST CORNER OF THAT TRACT DESCRIBED IN QUIT CLAIM DEED RECORDED ON FILM 842 AT RECEPTION NO. 081735, BOULDER COUNTY RECORDER'S OFFICE;
THENCE NORTH 14 DEGREES, 30 MINUTES WEST, 75.66 FEET TO A POINT ON THE NORTH LINE OF AN ABANDONED RAILROAD RIGHT OF WAY DESCRIBED IN INSTRUMENT RECORDED ON FILM 386 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, 86.44 FEET TO THE NORTHEAST CORNER OF SAID TRACT DESCRIBED AT RECEPTION NO. 081735;
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.

Detail

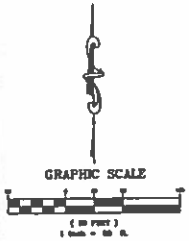
AREA = 9,087.8 SQ. FT





Notes

1. THIS EXHIBIT WAS PREPARED WITHOUT THE BENEFIT OF A CURRENT TITLE COMMITMENT AND DOES NOT CONSTITUTE A TITLE SEARCH BY FLATIRONS, INC. TO DETERMINE TITLE OR EASEMENTS OF RECORD. THIS EXHIBIT DOES NOT PURPORT TO REFLECT ANY OF THE FOLLOWING WHICH MAY BE APPLICABLE TO THE SUBJECT REAL ESTATE: EASEMENTS, OTHER THAN POSSIBLE EASEMENTS THAT WERE VISIBLE AT THE TIME OF MAKING THIS EXHIBIT; BUILDING SETBACK LINES; RESTRICTIVE COVENANTS, SUBDIVISION RESTRICTIONS, ZONING OR OTHER LAND-USE REGULATIONS; AND ANY OTHER FACTS THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE.
2. ACCORDING TO COLORADO LAW, YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS EXHIBIT WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS EXHIBIT BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.
3. THIS EXHIBIT WAS PREPARED FOR THE EXCLUSIVE USE OF RE/MAX ALLIANCE ON WALNUT, 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 EXHIBIT IS VALID ONLY IF PRINT HAS SEAL AND SIGNATURE OF SURVEYOR.
5. THE DISTANCE MEASUREMENTS SHOWN HEREON ARE U.S. SURVEY FOOT.
6. BOUNDARY DETERMINATION IS NOT A PART OF THIS EXHIBIT. THIS IS NOT A "LAND SURVEY PLAT" OR "IMPROVEMENT SURVEY PLAT" AND THIS EXHIBIT IS NOT INTENDED FOR PURPOSES OF TRANSFER OF TITLE OR SUBDIVISION OF LAND AND THAT IT IS NOT TO BE RELIED UPON FOR THE ESTABLISHMENT OF A FENCE, BUILDING OR OTHER FUTURE IMPROVEMENT LINES.
7. THE PARCEL A LEGAL DESCRIPTION DOES NOT MATHEMATICALLY CLOSE AS DESCRIBED. RECEPTION NO. 3454630 DATED 8/24/2015.
8. THE AREAS SHOWN HEREON ARE BASED ON INFORMATION PROVIDED BY THE CLIENT AND NOT ON AN ACTUAL SURVEY. ACTUAL SURVEYED ACREAGE WILL VARY.
9. THE TEMPORARY AND PERMANENT, (TEMP. AND PERM.), EASEMENTS SHOWN HEREON WERE PROVIDED BY THE CLIENT AND ARE NOT RECORDED AT THIS TIME.



Surveyor's Statement

I, JOHN B. GUYTON, A LAND SURVEYOR LICENSED IN THE STATE OF COLORADO, HEREBY STATE FOR AND ON BEHALF OF FLATIRONS, INC., TO RE/MAX ALLIANCE ON WALNUT, THAT THIS EXHIBIT WAS PREPARED BY ME OR UNDER MY RESPONSIBLE CHARGE; THAT SAID EXHIBIT AND THE IS ACCURATE TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF.

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

DATE	REVISION
10/Dec/15	Added L.E.

EXHIBIT
PREPARED FOR
RE/MAX ALLIANCE ON WALNUT

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Flatirons, Inc.
Surveying, Engineering & Cartographic
www.flatironsinc.com
635 FULTON AVE
BOULDER, CO 80304
Ph: (303) 776-1733
Fax: (303) 776-4386
3620 ROS AVE, STE 305
BOULDER, CO 80305
Ph: (303) 443-7001
Fax: (303) 443-9630
3940 DUKE ST
DENVER, CO 80238
Ph: (303) 936-0967

JOB NUMBER: 15-08,298
DATE: 8-4-2015
DRAWN BY: M BECKETT
CHECKED BY: SB
SHEET 1 OF 1

1125 Pine St, Louisville, CO 80027-1430, Boulder County

Multiple Building Property Summary

4	1,060	14,252	N/A
MLS Beds	MLS Sq Ft	Lot Sq Ft	Sale Price
1	1930	SFR	N/A
MLS Baths	Yr Built	Type	Sale Date

Expired Listing

Owner Information

Owner Name (Last, First):	**Dee Patrick V**	Tax Billing Zip+4:	**3134**
Tax Billing Address:	**216 Herr St**	Owner Occupied:	**No**
Tax Billing City & State:	**Harrisburg, PA**	Owner Last Name:	**Dee**
Tax Billing Zip:	**17102**		

Location Information

School District:	**802490**	Range:	**69**
School District Name:	**Boulder Valley Re 2**	Section:	**08**
Neighborhood Name:	**East Downtown Louisville**	County Use Code:	**1 Family Resid**
Subdivision:	**Louisville**	Tract #:	**699-A**
Census Tract:	**130.05**	Situs Zip Code:	**80027**
Carrier Route:	**C015**	Flood Zone Code:	**X**
Township:	**Louisville**	Flood Zone Panel:	**08013C0582J**
Township Range Sect:	**1S-69-8**	Flood Zone Date:	**01/02/2012**
Township:	**01S**		

Tax Information

Realist Tax ID:	**R0019801**	Total Assessed Value:	**$20,576**
Realist Alt APN:	**1575084-00-009**	Land Assessment:	**$142,000**
Realist PIN:	**R0019801**	Improved Assessment:	**$116,500**
Tax Year:	**2014**	Market Value:	**$258,500**
Taxes:	**$1,798**	% Improved:	**45%**
Assessment Year:	**2014**	Tax Area:	**0094**
Total Actual Value:	**$258,500**		
Legal Description:	**TR 699-A & TR 2578 A 8-1S-69 PER REC 694422 06-17-85 BCR SEE ID 19570**		

Assessment & Tax

Assessment Year	2015 - Preliminary	2014	2013	2012
Assessed Value Change $	$1,871	$0	$119	
Assessed Value Change %	9.09%	0%	0.58%	
Market Value - Total	$282,000	$258,500	$258,500	$257,000
Market Value - Land	$217,000	$142,000	$142,000	$173,000
Market Value - Improved	$65,000	$116,500	$116,500	$84,000

Total Tax	Tax Year	Change ($)	Change (%)
$1,743	2012		
$1,759	2013	$16	0.95%
$1,798	2014	$39	2.22%

Characteristics

Land Use:	**SFR**	MLS Total Baths:	**1**
Finished Sq Ft:	**1,060**	Full Baths:	**1**
Total Main SqFt:	**1,060**	Cooling Type:	**Yes**
Gross Area:	**1,060**	Heat Type:	**Forced Air**
Lot Acres:	**0.3272**	Porch:	**Porch**
Lot Area:	**14,252**	Patio Type:	**Patio**
Style:	**Ranch**	Construction:	**Frame**
Stories:	**1**	Interior Wall:	**Drywall**
Condition:	**Average**	Exterior:	**Frame Wood/Stucco**
Quality:	**Average**	Year Built:	**1930**
Total Rooms:	**5**	Effective Year Built:	**1930**
Bedrooms:	**Tax: 2 MLS: 4**	Above Gnd Sq Ft:	**1,060**
Total Baths:	**1**		

Features

Building Description	Building Size
Ppa	408
Ppo	130

Listing Information

MLS Listing Number:	**323760**	Current Listing Price:	**$269,500**
MLS Status:	**Expired**		

Last Market Sale & Sales History

Recording Date:	**11/24/1999**	Deed Type:	**Quit Claim Deed**
Document Number:	**2001715**	Owner Name (Last, First):	**Dee Patrick V**

Recording Date	06/24/2015	06/22/2004	06/15/2004	10/22/2002	10/03/2002
Sale Price					
Nominal	Y	Y	Y	Y	Y
Buyer Name	Dee Patrick V	Petra Properties LLC	Dee Michael C	Petra Properties LLC	Dee Michael C & Patrick V
Buyer Name 2					Dee Patrick V
Seller Name	Petra Properties LLC	Dee Michael C	Petra Properties LLC	Dee Michael C & Patrick V	Petra Properties LLC
Document Number	3454630	2599745	2597685	2346904	2338892
Document Type	Quit Claim Deed	Quit Claim Deed	Quit Claim Deed	Quit Claim Deed	Quit Claim Deed

Recording Date	11/24/1999	09/09/1997	09/09/1997
Sale Price		$117,000	
Nominal			
Buyer Name	Petra Properties LLC	Petra Properties LLC	Channel Jimmy Dean
Buyer Name 2			
Seller Name			
Document Number	2001715	1729581	1729580
Document Type	Quit Claim Deed	Warranty Deed	Quit Claim Deed

Mortgage History

Mortgage Date	06/15/2004	10/03/2002	09/09/1997
Mortgage Amount	$195,000	$150,000	$94,883
Mortgage Lender	Rbc Mtg Co	Cherry Creek Mtg	Lafayette St Bk
Mortgage Code	Conventional	Conventional	Conventional

Property Map

*Lot Dimensions are Estimated

Building 1 of 2

Characteristics

Land Use:	**SFR**	Full Baths:	**1**
Finished Sq Ft:	**1,060**	Cooling Type:	**Yes**
Total Main SqFt:	**1,060**	Heat Type:	**Forced Air**
Gross Area:	**1,060**	Porch:	**Porch**
Lot Acres:	**0.3272**	Patio Type:	**Patio**
Lot Area:	**14,252**	Construction:	**Frame**
Style:	**Ranch**	Interior Wall:	**Drywall**
Stories:	**1**	Exterior:	**Frame Wood/Stucco**
Condition:	**Average**	Year Built:	**1930**
Quality:	**Average**	Effective Year Built:	**1930**
Total Rooms:	**5**	Above Gnd Sq Ft:	**1,060**
Bedrooms:	**2**		

Features

Building Description	Building Size
Ppa	408
Ppo	130

Building 2 of 2

Characteristics

Land Use:	**SFR**	Condition:	**Average**
Gross Area:	**1,060**	Quality:	**Average**
Lot Acres:	**0.3272**	Year Built:	**1999**
Lot Area:	**14,252**	Effective Year Built:	**1999**

Features

Building Description	Building Size
Xfb	240

1125 Pine St, Louisville, CO 80027-1430, Boulder County

4	1,060	2,465	$117,000
MLS Beds	MLS Sq Ft	Lot Sq Ft	MLS Sale Price
1	N/A	RES-NEC	09/05/1997
MLS Baths	Yr Built	Type	MLS Sale Date

Owner Information

Owner Name (Last, First):	**Dee Patrick V**	Tax Billing Zip+4:	**3134**
Tax Billing Address:	**216 Herr St**	Owner Occupied:	**No**
Tax Billing City & State:	**Harrisburg, PA**	Owner Last Name:	**Dee**
Tax Billing Zip:	**17102**		

Location Information

School District:	**802490**	Range:	**69**
School District Name:	**Boulder Valley Re 2**	Section:	**08**
Neighborhood Name:	**East Downtown Louisville**	County Use Code:	**Vacant Res Lots**
Subdivision:	**Louisville**	Tract #:	**2578**
Census Tract:	**130.05**	Situs Zip Code:	**80027**
Carrier Route:	**C015**	Flood Zone Code:	**X**
Township:	**Louisville**	Flood Zone Panel:	**08013C0582J**
Township Range Sect:	**1S-69-8**	Flood Zone Date:	**01/02/2012**
Township:	**01S**		

Tax Information

Realist Tax ID:	**R0019570**	Total Actual Value:	**$7,800**
Realist Alt APN:	**1575084-00-005**	Total Assessed Value:	**$2,262**
Realist PIN:	**R0019570**	Land Assessment:	**$7,800**
Tax Year:	**2014**	Market Value:	**$7,800**
Taxes:	**$198**	Tax Area:	**0094**
Assessment Year:	**2014**	Block ID:	**8**
Legal Description:	**TR 2578 LESS A & B 8-1S-69 SEE ID 19801 & 19475**		

Assessment & Tax

Assessment Year	2015 - Preliminary	2014	2013	2012
Assessed Value Change $	$58	$0	$0	
Assessed Value Change %	2.56%	0%	0%	
Market Value - Total	$8,000	$7,800	$7,800	$7,800
Market Value - Land	$8,000	$7,800	$7,800	$7,800

Total Tax	**Tax Year**	**Change ($)**	**Change (%)**
$193	2012		
$193	2013	$1	0.37%
$198	2014	$4	2.21%

Characteristics

Land Use:	**Residential (NEC)**	Bedrooms:	**MLS: 4**
Finished Sq Ft:	**MLS: 1,060**	Total Baths:	**MLS: 1**
Gross Area:	**MLS: 1,060**	MLS Total Baths:	**1**
Lot Acres:	**0.0566**	Full Baths:	**MLS: 1**
Lot Area:	**2,465**	Year Built:	**MLS: 1930**
Stories:	**MLS: 1**		

Courtesy of Arn Rasker, INFORMATION AND REAL ESTATE SERVICES LLC
The data within this report is compiled by CoreLogic from public and private sources. If desired, the accuracy of the data contained herein can be independently verified by the recipient of this report with the applicable county or municipal

Listing Information

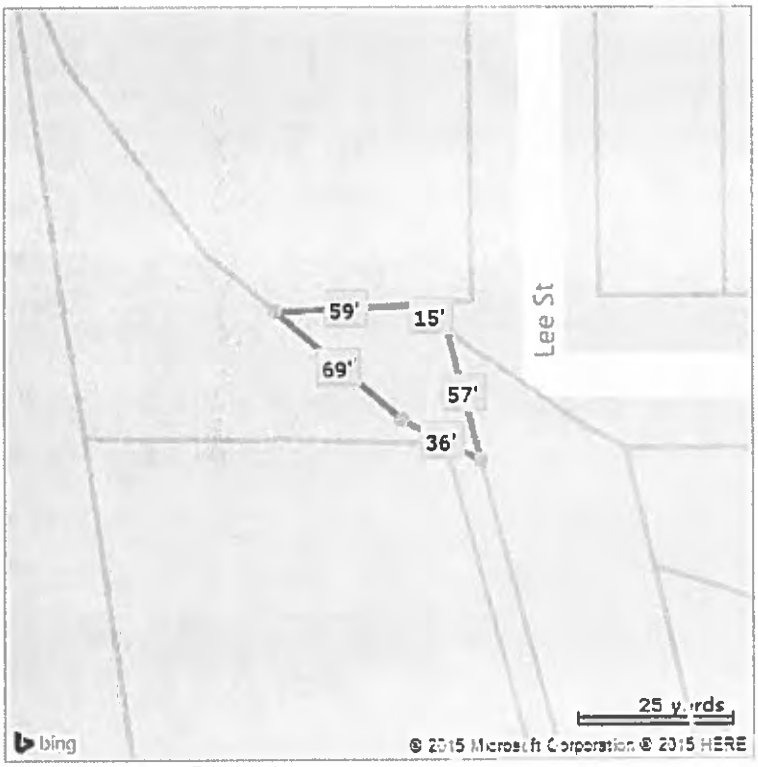
MLS Listing Number:	**151825**	Closing Price:	**$117,000**
MLS Status:	**Sold**	Days on Market:	**96**
Current Listing Price:	**$117,000**	Pending Date:	**07/12/1997**
Closing Date:	**09/05/1997**		

Last Market Sale & Sales History

Recording Date:	**11/24/1999**	Deed Type:	**Quit Claim Deed**
Settle Date:	**Tax: 11/14/1999 MLS: 09/05/1997**	Owner Name (Last, First):	**Dee Patrick V**
Sale Price:	**$500**	Seller:	**Longley W W**
Document Number:	**2001715**		

Recording Date	06/24/2015	11/24/1999	08/31/1988	03/23/1967
Sale Price		$500	$1,500	
Nominal	Y	Y	Y	
Buyer Name	Dee Patrick V	Petra Properties LLC	Trosper Donna	
Seller Name	Petra Properties LLC	Longley W W	Longley W W	
Document Number	3454630	2001715	939284	842304
Document Type	Quit Claim Deed	Quit Claim Deed	Deed (Reg)	Deed (Reg)

Property Map



*Lot Dimensions are Estimated

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

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 SOUTHEAST 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 839.7 FEET; THENCE SOUTH 76 DEGREES 00 MINUTES WEST, 309.0 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 76 DEGREES 00 MINUTES WEST, 50.0 FEET; THENCE NORTH 14 DEGREES 30 MINUTES WEST, 225.5 FEET; THENCE SOUTH 61 DEGREES 18 MINUTES EAST, 69.1 FEET; THENCE SOUTH 14 DEGREES 30 MINUTES EAST, 177.1 FEET TO THE TRUE POINT OF BEGINNING, COUNTY OF BOULDER, STATE OF COLORADO.

PARCEL B:

ALL THAT PORTION OF THE NORTHEAST QUARTER OF THE 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, DESCRIBED AS FOLLOWS:
BEGINNING AT THE NORTHWEST CORNER OF THAT TRACT DESCRIBED IN QUIT CLAIM DEED RECORDED ON FILM 842 AT RECEPTION NO. 091735, 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 598 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: S56°18'23"E	Length: 47.00'	
Course: S61°57'23"E	Length: 6.90'	
Course: S14°23'19"E	Length: 60.12'	
Course: S14°23'23"E	Length: 38.16'	
Course: S14°23'23"E	Length: 140.48'	
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

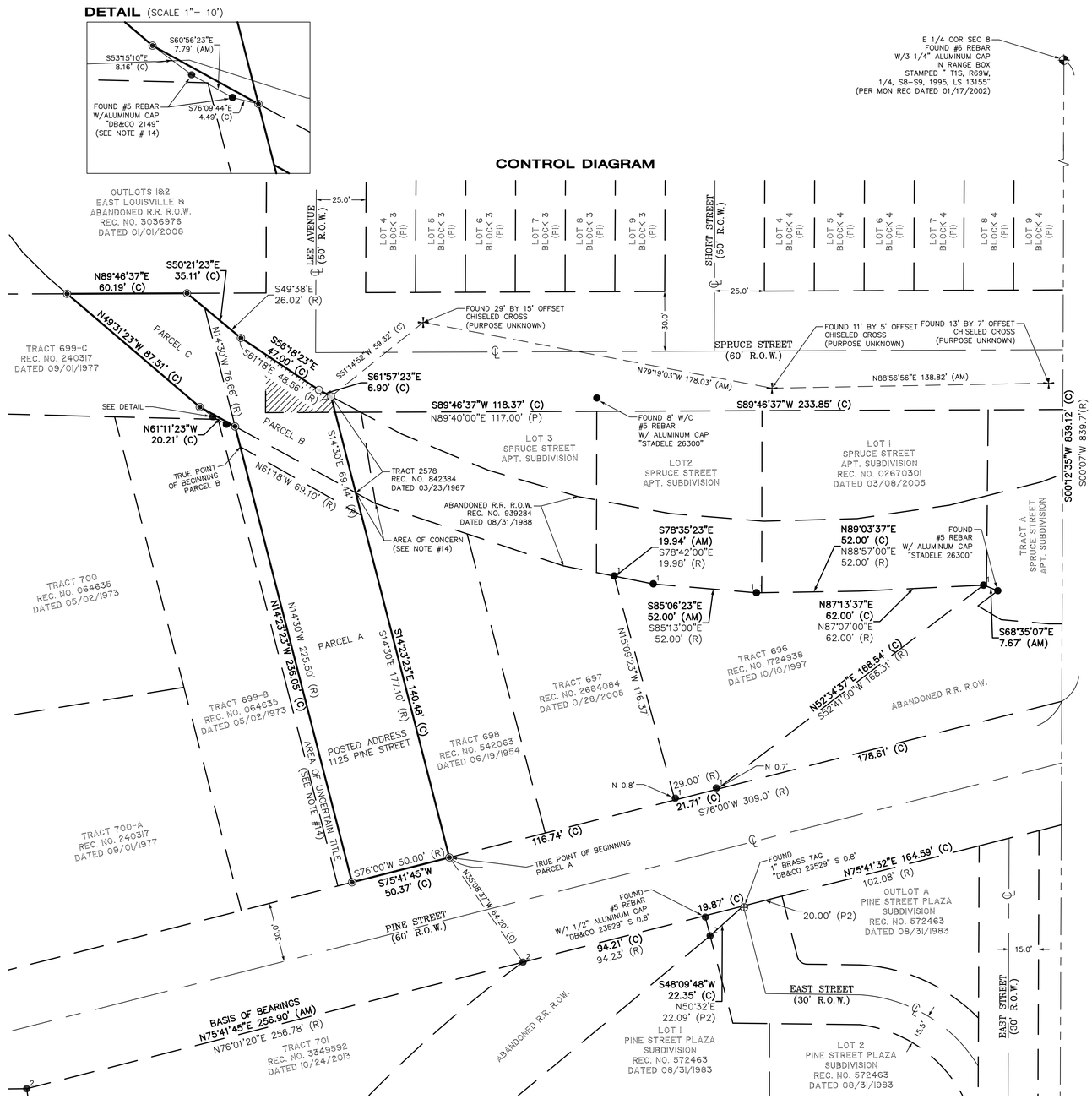
Precision 1: 78210.00

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 "FLATIRONS SURV 16406"
- CALCULATED POSITION (NOT FOUND OR SET)
- (AM) AS MEASURED AT TIME OF SURVEY
- (C) CALCULATED FROM RECORD AND AS MEASURED INFORMATION
- (P) AS PER THE PLAT OF SPRUCE STREET APARTMENT SUBDIVISION REC. NO. 02670301 DATED 03/08/2005
- (P1) AS PER THE PLAT OF EAST LOUISVILLE REC. NO. 90048967 DATED 06/18/1906
- (P2) AS PER THE PLAT OF PINE STREET PLAZA SUBDIVISION REC. NO. 572463 DATED 08/31/1983
- (R) AS PER RECORD INFORMATION
- PROPOSED RIGHT-OF-WAY DEDICATION TO CITY OF LOUISVILLE FOR SPRUCE STREET

Depositing Certificate

SUBMITTED TO BOULDER COUNTY LAND USE FOR RECORDING ON THIS ____ DAY OF _____, 20__.



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 BEARINGS BASED ON A BEARING OF NORTH 75°41'45" WEST ALONG THE NORTHERLY LINE OF TRACT 701 DESCRIBED IN REC. NO. 3349592 DATED 10/24/2013, 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 DEVELOP A VIEW OF THOSE UNDERGROUND UTILITIES. HOWEVER LACKING EXCAVATION, THE EXACT LOCATION OF UNDERGROUND FEATURES CANNOT BE ACCURATELY, COMPLETELY AND RELIABLY DEPICTED. 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 APPROPRIATE AGENCY OR UTILITY COMPANY PRIOR TO ANY EXCAVATION, PURSUANT TO C.R.S. SEC. 9-1.5-103.
7. ANY PERSON WHO KNOWINGLY REMOVES, ALTERS OR DEFACES ANY PUBLIC LAND SURVEY MONUMENT AND/OR BOUNDARY MONUMENT OR ACCESSORY, COMMITS A CLASS TWO (2) MISDEMEANOR PURSUANT TO STATE STATUTE C.R.S. SEC 18-4-508. WHOEVER WILLFULLY DESTROYS, DEFACES, CHANGES, OR REMOVES TO ANOTHER PLACE ANY SECTION CORNER, QUARTER-SECTION CORNER, OR MEANDER POST, ON ANY GOVERNMENT LINE OF SURVEY, OR WILLFULLY CUTS DOWN ANY WITNESS TREE OR ANY TREE BLAZED TO MARK THE LINE OF A GOVERNMENT SURVEY, OR WILLFULLY DEFACES, CHANGES, OR REMOVES ANY MONUMENT OR BENCH MARK OF ANY GOVERNMENT SURVEY, SHALL BE FINED UNDER THIS TITLE OR IMPRISONED NOT MORE THAN SIX MONTHS, OR BOTH. 18 U.S.C. § 1858.
8. THE DISTANCE MEASUREMENTS SHOWN HEREON ARE U.S. SURVEY 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 A MEASURED SPOT ELEVATION AND LOCAL VARIATIONS IN TOPOGRAPHY, THE CONTOUR SHOWN MAY NOT BE AN EXACT REPRESENTATION OF THE SITE TOPOGRAPHY. THE PURPOSE OF THIS TOPOGRAPHIC MAP IS FOR SITE EVALUATION AND TO SHOW 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 60D NAIL WITH AN ELEVATION OF 5326.93 FEET. A CHECK SHOT, 0.1'±, WAS TAKEN ON NGS POINT Q 143, BEING A STEEL ROD LOCATED 1.6 MILES FROM SITE, WITH A PUBLISHED ELEVATION OF 5296.02 FEET (NAVD88). 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 PLS 23500, DEPOSITED SURVEY LS 97-0133, DATED 8-6-97, IMPROVEMENT SURVEY PLAT BY STADELE PLS 26300, DEPOSITED SURVEY LS 05-0130 DATED 8-18-05, THE PLAT OF SPRUCE STREET APARTMENTS SUBDIVISION BY STADELE, PLS 26300, P62 F4 #40 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 MISCLOSURES. 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.# 90048967 FILED 6-18-1906 DOES NOT CLOSE MATHEMATICALLY. THE ABANDONED COLORADO AND SOUTHERN RAILROAD ROW IS DESCRIBED AS "50 FEET IN WIDTH" IN FILM 598 REC.# 842384 DATED 3-23-67 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.# 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. THEREFOR 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 MISCLOSURES AND APPARENT GAPS AND OVERLAPS. THERE IS AN APPARENT GAP OR AREA OF UNCERTAIN TITLE 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 FLATIRONS, 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, FLATIRONS, INC.

REVISION		DATE
1	CLIENT COMMENTS	11/20/2015 B. HAAS
2		
3		
4		
5		
6		
7		
8		
9		

IMPROVEMENT SURVEY PLAT
PREPARED FOR
RE/MAX ALLIANCE & CORE TITLE OF COLORADO

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Flatirons, Inc.
Surveying, Engineering & Geomatics
www.FlatironsInc.com
655 FOURTH AVE. LONGMONT, CO 80501 PH: (303) 776-1733 FAX: (303) 776-4355
3825 IRIS AVE. STE. 395 BOULDER, CO 80301 PH: (303) 443-7001 FAX: (303) 443-9830
3660 DOWNING ST DENVER, CO 80205 PH: (303) 936-6997

JOHN B. GUYTON LICENSED 16406 11/20/15 PROFESSIONAL LAND SURVEYOR

JOB NUMBER:	15-66,286
DATE:	10-09-2015
DRAWN BY:	B.HAAS
CHECKED BY:	JZG/ETB/WW

SHEET 1 OF 2

BY:BHAAS FILE:6928B-C15-ISP.DWG DATE:11/20/2015 1:19 PM

IMPROVEMENT SURVEY PLAT

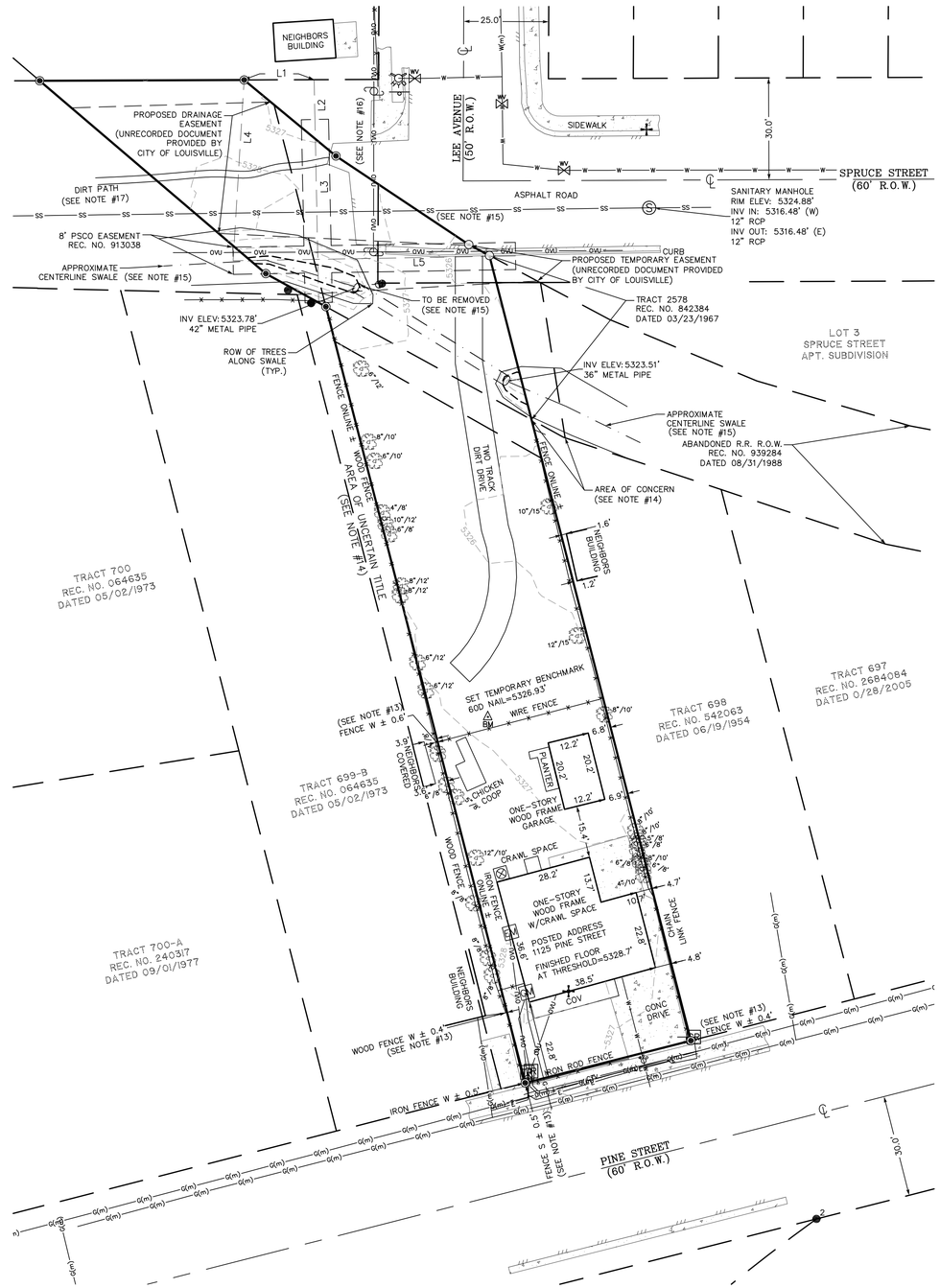
A PARCEL OF LAND, LOCATED IN THE SOUTHEAST QUARTER OF SECTION 8, TOWNSHIP 1 SOUTH, RANGE 69 WEST OF THE 6TH P.M., CITY OF LOUISVILLE, COUNTY OF BOULDER, STATE OF COLORADO

SHEET 2 OF 2

EASEMENT LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	20.60	N89°46'37"E
L2	11.72	S01°11'00"E
L3	53.97	S01°11'00"E
L4	53.36	N03°28'26"E
L5	75.95	N89°01'35"E

Legend

- FOUND CHISELED CROSS
- SET TEMPORARY BENCHMARK AS DESCRIBED
- FOUND #5 REBAR WITH 2" ALUMINUM CAP "DB & CO PLS 23529"
- SET 18" #5 REBAR WITH 1 1/2" ALUMINUM CAP "FLATIRONS SURV 16406"
- CONCRETE
- EDGE OF ASPHALT
- FENCE
- SIGN
- X"/X' DECIDUOUS TREE (TRUNK DIAMETER/DRIP LINE RADIUS)
- WATER LINE
- W(m) WATER LINE SCALED FROM MAPS
- WATER VALVE
- WATER METER
- WATER SHUT OFF
- FIRE HYDRANT
- SS SANITARY SEWER LINE
- E ELECTRIC LINE
- EM ELECTRIC METER
- LIGHT POLE
- OVU OVERHEAD UTILITY LINE
- UTILITY POLE
- GUY WIRE
- CTV CABLE TV LINE
- CR CABLE/FIBEROPTIC RISER
- T TELEPHONE LINE
- TR TELEPHONE RISER
- G GAS LINE
- GM GAS METER
- AIR CONDITIONER UNIT
- LOCATION OF BUILDING HEIGHT/FINISHED FLOOR
- ℄ CENTERLINE
- CONC. CONCRETE
- INV INVERT
- COV COVERED CONCRETE PORCH
- PIPE



GRAPHIC SCALE

20 0 10 20 40

(IN FEET)
1 inch = 20 ft.
CONTOUR INTERVAL = 1 FOOT

REVISION		DATE
1	CLIENT COMMENTS	11/20/2015 B. HAAS
2		
3		
4		
5		
6		
7		
8		
9		

IMPROVEMENT SURVEY PLAT
PREPARED FOR
RE/MAX ALLIANCE
&
CORE TITLE OF COLORADO

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Flatirons, Inc.
Surveying, Engineering & Geomatics
www.Flatironsinc.com
655 FOURTH AVE
LONGMONT, CO 80501
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PH: (303) 443-7001
FAX: (303) 443-9830
3660 DOWNING ST
UNIT E
DENVER, CO 80205
PH: (303) 936-6997

COLORADO LICENSED
16406
11/20/15
PROFESSIONAL LAND SURVEYOR

JOB NUMBER:	15-66,286
DATE:	10/08/2015
DRAWN BY:	B.HAAS
CHECKED BY:	JZG/ETB/WW

SHEET 2 OF 2

BY:BHAAS FILE:66286-C15-ISP.DWG DATE:11/20/2015 7:50 AM

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 ONOCTOBER 24, 2013 AT RECEPTION NO. 3349592 , 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, WITH ALL BEARINGS SHOWN HEREON ARE RELATIVE THERETO.

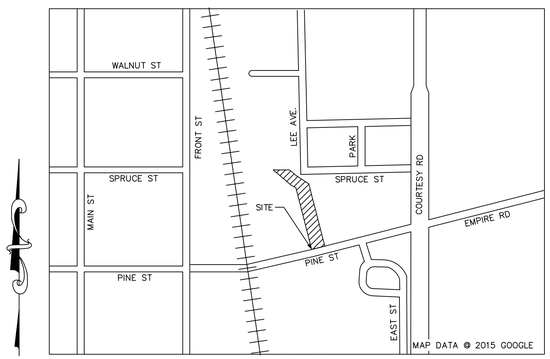
COMMENCING AT THE NORTHEAST CORNER OF SAID TRACT 701; THENCE NORTH 35°08'37" WEST, A DISTANCE OF 64.20' TO THE SOUTHEAST CORNER OF CURRENT PROPERTY AND TRUE POINT OF BEGINNING:

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 SUMS SHALL NOT BE PAID BY THE CITY OF LOUISVILLE, COLORADO, AND THAT ANY SUCH ITEMS SO CONSTRUCTED OR INSTALLED WHEN ACCEPTED BY THE CITY OF LOUISVILLE, COLORADO, SHALL BECOME THE SOLE PROPERTY OF SAID CITY OF LOUISVILLE, COLORADO, EXCEPT PRIVATE ROADWAY CURBS, GUTTER AND PAVEMENT AND ITEMS OWNED BY MUNICIPALLY FRANCHISED UTILITIES AND/OR U.S. WEST COMMUNICATION, INC. WHICH WHEN CONSTRUCTED OR INSTALLED, SHALL REMAIN THE PROPERTY OF THE OWNER AND SHALL NOT BECOME THE PROPERTY OF THE CITY OF LOUISVILLE, COLORADO.



Vicinity Map
NOT TO SCALE

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 SURVEY IS VALID ONLY IF PRINT HAS SEAL AND SIGNATURE OF SURVEYOR.
4. BASIS 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 10/24/2013, 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.
5. ANY PERSON WHO KNOWINGLY REMOVES, ALTERS OR DEFACES ANY PUBLIC LAND SURVEY MONUMENT AND/OR BOUNDARY MONUMENT OR ACCESSORY, COMMITS A CLASS TWO (2) MISDEMEANOR PURSUANT TO STATE STATUTE C.R.S. SEC 18-4-508. WHOEVER WILLFULLY DESTROYS, DEFACES, CHANGES, OR REMOVES TO ANOTHER PLACE ANY SECTION CORNER, QUARTER-SECTION CORNER, OR MEANDER POST, ON ANY GOVERNMENT LINE OF SURVEY, OR WILLFULLY CUTS DOWN ANY WITNESS TREE OR ANY TREE BLAZED TO MARK THE LINE OF A GOVERNMENT SURVEY, OR WILLFULLY DEFACES, CHANGES, OR REMOVES ANY MONUMENT OR BENCH MARK OF ANY GOVERNMENT SURVEY, SHALL BE FINED UNDER THIS TITLE OR IMPRISONED NOT MORE THAN SIX MONTHS, OR BOTH. 18 U.S.C. § 1858.
6. THE DISTANCE MEASUREMENTS SHOWN HEREON ARE U.S. SURVEY FOOT.
7. 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 J, DATED DECEMBER 18, 2012. FLOOD INFORMATION IS SUBJECT TO CHANGE.
8. 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 26300, DEPOSITED SURVEY LS 05-0130 DATED 8-18-05, THE PLAT OF SPRUCE STREET APARTMENTS SUBDIVISION BY STADELE, PLS 26300, P62 F4 #40 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 MISCLOSURES. 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.# 90048967 FILED 6-18-1906 DOES NOT CLOSE MATHEMATICALLY. THE ABANDONED COLORADO AND SOUTHERN RAILROAD ROW IS DESCRIBED AS "50 FEET IN WIDTH" IN FILM 598 REC.# 842384 DATED 3-23-67 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.# 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. THEREFOR 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 MISCLOSURES AND APPARENT GAPS AND OVERLAPS. THERE IS AN APPARENT GAP OR AREA OF UNCERTAIN TITLE 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

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)
NOTARY 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

Surveyor's Statement

I, JOHN B. GUYTON, A LAND SURVEYOR LICENSED IN THE STATE OF COLORADO, HEREBY STATE FOR AND ON BEHALF OF FLATIRONS, INC. TO FIRST AMERICAN TITLE AND CORE TITLE OF COLORADO, THAT A SURVEY OF THE PROPERTY DESCRIBED HEREON WAS CONDUCTED BY ME OR UNDER MY RESPONSIBLE CHARGE ON SEPTEMBER 18 AND OCTOBER 5, 2015; THAT SAID SURVEY AND THE ATTACHED PRINT HEREOF 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, FLATIRONS, INC.

DRAFT
WORKING COPY ONLY
WILL FINAL VERSION
ONLY HAVE STAMP AND SIGNATURE

REVISION	DATE
1 CITY OF LOUISVILLE COMMENTS	11/20/2015 B. HAAS
2	-
3	-
4	-
5	-
6	-
7	-
8	-

SUBDIVISION

1125 PINE STREET MINOR SUBDIVISION PLAT

Flatirons, Inc.
Surveying, Engineering & Geomatics
www.FlatironsInc.com
655 FOURTH AVE.
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3860 DOWNING ST
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PH: (303) 936-6997

JOB NUMBER:	15-66,286
DATE:	10-16-2015
DRAWN BY:	B.HAAS
CHECKED BY:	JZG/BOL/WW

SHEET 1 OF 2

BY:BHAAS FILE:6628B-C15-SUBPLAT-2.DWG DATE:11/20/2015 2:32 PM

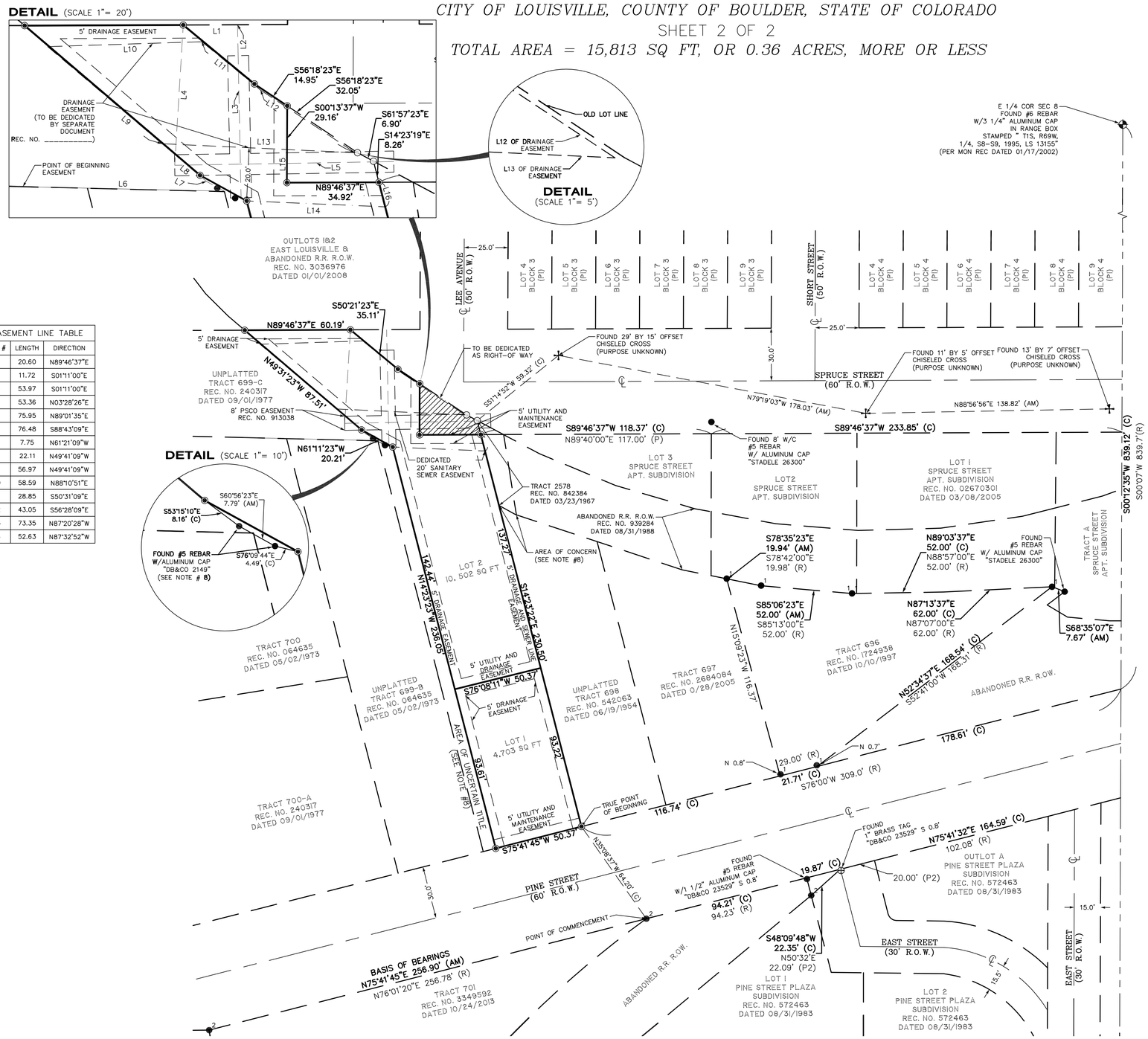
1125 PINE STREET MINOR SUBDIVISION PLAT

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 2 OF 2

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



EASEMENT LINE TABLE		
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L4	53.36	N03°28'26"E
L5	75.95	N89°01'35"E
L6	76.48	S88°43'09"E
L7	7.75	N61°21'09"W
L8	22.11	N49°41'09"W
L9	56.97	N49°41'09"W
L10	58.59	N88°10'51"E
L11	28.85	S50°31'09"E
L12	43.05	S56°28'09"E
L13	73.35	N87°20'28"W
L14	52.63	N87°32'52"W

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 "FLATIRONS SURV 16406"
- CALCULATED POSITION NOT FOUND OR SET
- (AM) AS MEASURED AT TIME OF SURVEY
- (C) CALCULATED FROM RECORD AND AS MEASURED INFORMATION
- (P) AS PER THE PLAT OF SPRUCE STREET APARTMENT SUBDIVISION REC. NO. 02670301 DATED 03/08/2005
- (P1) AS PER THE PLAT OF EAST LOUISVILLE REC. NO. 90048967 DATED 06/18/1906
- (P2) AS PER THE PLAT OF PINE STREET PLAZA SUBDIVISION REC. NO. 572463 DATED 08/31/1983
- (R) AS PER RECORD INFORMATION
- AREA OF RIGHT-OF-WAY TO BE DEDICATED BY THIS PLAT

Boundary Closure Report

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'
Course: N89°46'37"E	Length: 60.19'
Course: S50°21'23"E	Length: 35.11'
Course: S56°18'23"E	Length: 14.95'
Course: S56°18'23"E	Length: 32.05'
Course: S61°57'23"E	Length: 6.90'
Course: S14°23'19"E	Length: 8.26'
Course: S14°23'22"E	Length: 230.50'

Perimeter: 782.09' Area: 15813 Sq. Ft.
Error Closure: 0.01 Course: S49°35'17"E
Error North: −0.008 East: 0.009

Precision 1: 78210.00

DRAFT
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ONLY FINAL VERSION
WILL HAVE STAMP AND SIGNATURE

REVISION		DATE
1	CITY OF LOUISVILLE COMMENTS	11/20/2015 B. HAAS
2	–	–
3	–	–
4	–	–
5	–	–
6	–	–
7	–	–
8	–	–

SUBDIVISION

1125 PINE STREET MINOR SUBDIVISION PLAT

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JOB NUMBER:	15-66,286
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SHEET 2 OF 2

BY:BHAAS FILE:66286-C15-SUBPLAT-2.DWG DATE:11/20/2015 2:33 PM

Appraisal Consultants, Inc.
2975 Valmont Road, Suite 210
Boulder, CO 80301
303-443-6221
84-0927529

INVOICE	01/13/2014	a130771d	
	DATE	FILE NUMBER	CASE NUMBER

Client: CITY OF LOUSIVILLE
749 Main Street
Louisville, CO
80027

Attention: Aaron De Jong

Item	Total
APPRAISAL FEE FOR SERVICES RENDERED	$ 425.00

Intended User: CITY OF LOUISVILLE
1125 PINE ST
LOUISVILLE, CO 80027
TR 699-A & TR 2578 A 8-1S-69 PER REC 694422 06-17-85 BCR SEE ID 19570

Total: $ 425.00

Please detach and include the bottom portion with your payment... Thank You!

Inv Date	Insp Date	Appraiser	Client Case #	File #	Client Phone #
01/13/2014	01/08/2014	William J. DeLaCroix		a130771d	

FROM:
CITY OF LOUSIVILLE
749 Main Street
Louisville, CO
80027

PROPERTY:
Intended User: CITY OF LOUISVILLE
1125 PINE ST
LOUISVILLE, CO 80027

Amount Due
$ 425.00

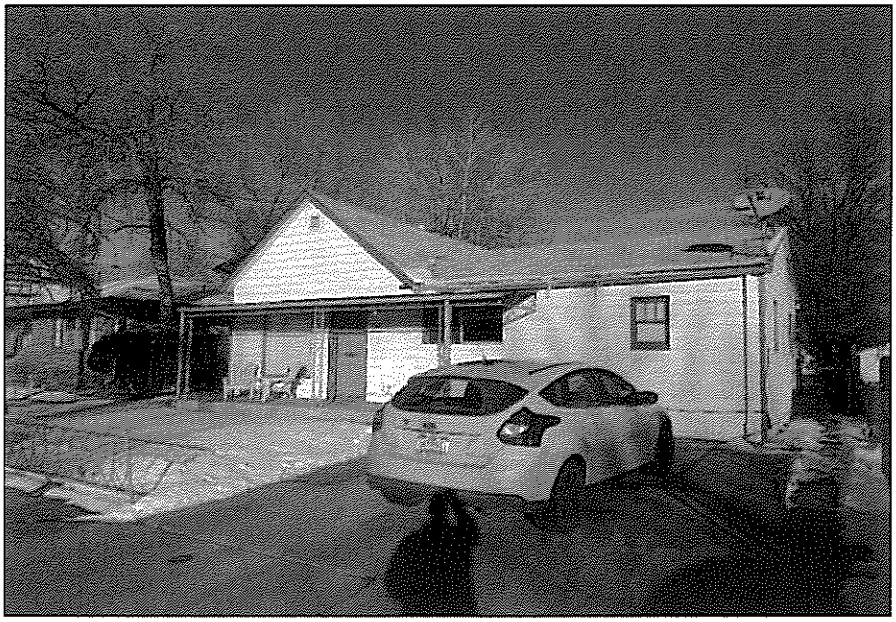
TO:
Attention:

Appraisal Consultants, Inc.
2975 Valmont Road, Suite 210
Boulder, CO 80301

Amount Enclosed
$_____

Balance Due upon receipt of Invoice
Please return this portion with your payment. Thank You!

Appraisal Consultants, Inc.



SUMMARY APPRAISAL REPORT

OF THE REAL PROPERTY LOCATED AT

1125 PINE ST
LOUISVILLE, CO 80027

for

CITY OF LOUSIVILLE
749 Main Street
Louisville, CO
80027

as of

01/08/2014

by

William J. DeLaCroix
2975 Valmont Road, Suite 210
Boulder, CO 80301

Appraisal Consultants, Inc.

Uniform Residential Appraisal Report

File # a130771d

The purpose of this summary appraisal report is to provide the client with an accurate, and adequately supported, opinion of the market value of the subject property.

SUBJECT

Property Address 1125 PINE ST City LOUISVILLE State CO Zip Code 80027
Owner PETRA PROPERTIES LLC Intended User CITY OF LOUISVILLE County BOULDER
Legal Description TR 699-A & TR 2578 A 8-IS-69 PER REC 694422 06-17-85 BCR SEE ID 19570
Assessor's Parcel # 157508400009 Tax Year 2012 R. E. Taxes $1,743
Neighborhood Name OLD LOUISVILLE Map Reference Census Tract 130.05
Occupant [ ] Owner [X] Tenant [ ] Vacant Special Assessments $ [ ] PUD HOA $ [ ] per year [ ] per month
Property Rights Appraised [X] Fee Simple [ ] Leasehold [ ] Other (describe)
Intended Use: TO DETERMINE MARKET VALUE FOR THE POSSIBLE SALE OF THE PROPERTY. SEE ADDITIONAL COMMENTS.....
Client CITY OF LOUSIVILLE Address 749 Main Street, Louisville, CO 80027
Is the subject property currently offered for sale or has it been offered for sale in the twelve months prior to the effective date of the appraisal? [ ] Yes [X] No
Report data source(s) used, offering price(s), and date(s).

CONTRACT

I [ ] did [ ] did not analyze the contract for sale for the subject purchase transaction. Explain the results of the analysis of the contract for sale or why the analysis was not performed.

Contract Price $ Date of Contract Is the property seller the owner of public record? [ ] Yes [ ] No Data Source(s)
Is there any financial assistance (loan charges, sale concessions, gift or downpayment assistance, etc.) to be paid by any party on behalf of the client? [ ] Yes [ ] No
If Yes, report the total dollar amount and describe the items to be paid:

NEIGHBORHOOD

Note: Race and the racial composition of the neighborhood are not appraisal factors.

Neighborhood Characteristics				One-Unit Housing Trends				One-Unit Housing			Percent Land Use %	
Location	[ ] Urban	[X] Suburban	[ ] Rural	Property Values	[X] Increasing	[ ] Stable	[ ] Declining	PRICE	AGE		One-Unit	80.0 %
Built-Up	[X] Over 75%	[ ] 25-75%	[ ] Under 25%	Demand/Supply	[X] Shortage	[ ] In Balance	[ ] Over Supply	$(000)	(yrs)		2-4 Unit	%
Growth	[ ] Rapid	[X] Stable	[ ] Slow	Marketing Time	[X] Under 3 mths	[ ] 3-6 mths	[ ] Over 6 mths	200	Low	5	Multi-Family	10.0 %
Neighborhood Boundaries 95th ST TO EAST, SOUTH BOULDER ROAD TO NORTH,								1,000	High	125	Commercial	10.0 %
MCKINNLEY ST TO WEST & CHERRY ST TO SOUTH								450	Pred.	75	Other	%

Neighborhood Description SUBJECT NEIGHBORHOOD IS LOCATED IN OLD TOWN LOUISVILLE. IT CONSISTS OF OLDER HOMES BUILT IN THE EARLY 1900'S. THERE IS VERY GOOD ACCESS TO DOWNTOWN FOR LOCAL SHOPPING, RESTAURANTS & ENTERTAINMENT. *** See Additional Comments ***
Market Conditions (including support for the above conclusions) OVERALL REAL ESTATE MARKET IN LOUISVILLE HAS BEEN VERY ACTIVE THE LAST 2 YEARS. DEMAND HAS BEEN STRONG, SUPPLY HAS BEEN LIMITED AND PRICES HAVE BEEN INCREASING. *** See Additional Comments ***

SITE

Dimensions 50 X 285 APPROX Area 14252SF PER CNTY Shape RECTANGLE View OTHER HOMES
Specific Zoning Classification CC Zoning Description LIMITED RETAIL, COMMERCIAL & RESIDENTIAL
Zoning Compliance [X] Legal [ ] Legal Nonconforming (Grandfathered Use) [ ] No Zoning [ ] Illegal (describe)
Is the highest and best use of the subject property as improved (or as proposed per plans and specifications) the present use? [ ] Yes [X] No If No, describe
THE SUBJECT IS CURRENTLY ZONED CC WHICH IS COMMUNITY COMMERCIAL. *** See Additional Comments ***

Utilities	Public	Other (describe)		Public	Other (describe)	Off-site Improvements--Type	Public	Private
Electricity	X		Water	X		Street ASPHALT	X	
Gas	X		Sanitary Sewer	X		Alley		

FEMA Special Flood Hazard Area [ ] Yes [X] No FEMA Flood Zone X FEMA Map No. 08013C0582J FEMA Map Date 12/18/2012
Are the utilities and off-site improvements typical for the market area? [X] Yes [ ] No. If No, describe
Are there any adverse site conditions or external factors (easements, encroachments, environmental conditions, land uses, etc.)? [ ] Yes [X] No If Yes, describe
THE SUBJECT IS ON A SITE THAT IS APPROXIMATELY TWICE THE SIZE OF A TYPICAL CITY SITE. *** See Additional Comments ***

IMPROVEMENTS

General Description	Foundation	Exterior Description	materials/condition	Interior	materials/condition
Units [X] One [ ] One with Accessory Unit	[ ] Concrete Slab [X] Crawl Space	Foundation Walls	CONC-A	Floors	WD, CRPT, CER-A
# of Stories 1.00	[ ] Full Basement [ ] Partial Basement	Exterior Walls	METAL SIDING-A	Walls	DRYWALL-A
Type [X] Det. [ ] Att. [ ] S-Det/End Unit	Basement Area sq. ft.	Roof Surface	COMP-A	Trim/Finish	WOOD-G
[X] Existing [ ] Proposed [ ] Under Const.	Basement Finish %	Gutters & Downspouts	GALV MET-A	Bath Floor	CER-G
Design (Style) RANCH	[ ] Outside Entry/Exit [ ] Sump Pump	Window Type	WOOD HUNG/ALUM-A	Bath Wainscot	FBRGLS-A
Year Built 1930	Evidence of [ ] Infestation	Storm Sash/Insulated	PARTIAL-A	Car Storage	[ ] None
Effective Age (Yrs) 35	[ ] Dampness [ ] Settlement	Screens	YES-A	[X] Driveway	# of Cars 2
Attic [X] None	Heating [X] FWA [ ] HWBB [ ] Radiant	Amenities	[ ] WoodStove(s)#	Driveway Surface	CONCRETE
[ ] Drop Stair [ ] Stairs	[ ] Other Fuel N GAS	[ ] Fireplace(s) # O	[X] Fence PARTIAL	[ ] Garage	# of Cars
[ ] Floor [ ] Scuttle	Cooling [X] Central Air Conditioning	[X] Patio/Deck REAR	[X] Porch FRONT	[ ] Carport	# of Cars
[ ] Finished [ ] Heated	[ ] Individual [ ] Other NONE	[ ] Pool	[ ] Other	[ ] Att. [ ] Det.	[ ] Built-in

Appliances [ ] Refrigerator [X] Range/Oven [ ] Dishwasher [X] Disposal [ ] Microwave [ ] Washer/Dryer [ ] Other (describe)
Finished area **above** grade contains: 6 Rooms 3 Bedrooms 1 Bath(s) 1,226 Square Feet of Gross Living Area Above Grade
Additional features (special energy efficient items, etc.) THE SUBJECT IS A TYPICAL OLDER HOME IN THIS AREA. IT WAS UPDATED SEVERAL YEARS AGO ON THE INTERIOR. IT HAS NEWER DOORS & TRIM THOUGH OUT. *** See Additional Comments ***
Describe the condition of the property (including needed repairs, deterioration, renovations, remodeling, etc.). OVERALL THE SUBJECT IS IN AVERAGE CONDITION FOR IT'S AGE AND LOCATION.

Are there any physical deficiencies or adverse conditions that affect the livability, soundness, or structural integrity of the property? [ ] Yes [X] No If Yes, describe

Does the property generally conform to the neighborhood (functional utility, style, condition, use, construction, etc.)? [X] Yes [ ] No If No, describe

Uniform Residential Appraisal Report

File # a130771d

There are 2 comparable properties currently offered for sale in the subject neighborhood ranging in price from $ 450,000.00 to $ 650000.

There are 17 comparable sales in the subject neighborhood within the past twelve months ranging in sale price from $ 193,000.00 to $ 550,000.00.

SALES COMPARISON APPROACH

FEATURE	SUBJECT	COMPARABLE SALE # 1		COMPARABLE SALE # 2		COMPARABLE SALE # 3	
Address	1125 PINE ST LOUISVILLE	1417 CANNON ST LOUISVILLE, CO 80027		724 JOHNSON ST LOUISVILLE, CO 80027		825 LA FARGE AVE LOUISVILLE, CO 80027	
Proximity to Subject		0.45 miles N		0.46 miles SW		0.23 miles W	
Sale Price	$		$ 289,000		$ 370,000		$ 310,000
Sale Price/Gross Liv. Area	$ 256.28 sq. ft.	$ 256.21 sq. ft.		$ 372.98 sq. ft.		$ 307.54 sq. ft.	
Data Source(s)		IRES#684743		IRES#697361		IRES#694949	
Verification Source(s)		CNTY RCRDS		CNTY RCRDS		CNTY RCRDS	
VALUE ADJUSTMENTS	DESCRIPTION	DESCRIPTION	+(-)$ Adjustment	DESCRIPTION	+(-)$ Adjustment	DESCRIPTION	+(-)$ Adjustment
Sale or Financing Concessions		DTO=238 CONV NO PTS		DTO=12 CASH SALE		DTO=19 CONV NO PTS	
Date of Sale/Time		03/26/2013 +5%	+14,500	02/26/2013 +5%	+18,500	1/16/2013 +5%	+15,500
Location	OLD TOWN E	OLD TOWN- E		OLD TOWN-W	-55,500	OLD TOWN-W	-46,500
Leasehold/Fee Simple	Fee Simple	Fee Simple		Fee Simple		Fee Simple	
Site	14252SF/AVE	7318SF/AVE	+34,700	12894SF/AVE	+6,800	7579SF/AVE	+33,400
View	HOMES	HOMES		HOMES		OTHER HOMES	
Design (Style)	RANCH	RANCH		RANCH		RANCH	
Quality of Construction	AVE	AVE		AVE		AVE	
Actual Age	84	113		74		66	
Condition	AVE	GOOD	-12,000	GOOD	-9,200	FAIR	+10,100
Above Grade Room Count (Total / Bdrms / Baths)	6 / 3 / 1	6 / 3 / 1		6 / 2 / 1		4 / 2 / 1	
Gross Living Area	1,226 sq. ft.	1,128 sq. ft.	+7,400	992 sq. ft.	+17,600	1,008 sq. ft.	+16,400
Basement & Finished	NONE	NONE		432SF BSMT	-4,320	NONE	
Rooms Below Grade	NONE	NONE		NONE		NONE	
Functional Utility	AVE	AVE		AVE		AVE	
Heating/Cooling	GFWA/CEN AC	GFWA/CEN AC		GFWA/ NO AC	+2,500	GFWA/ NO AC	
Energy Efficient Items	BASIC INS	BASIC INS		BASIC INS		BASIC INS	
Garage/Carport	NONE/SHED	1 CAR	-2,500	1 CAR	-2,500	2 CAR	-7,500
Porch/Patio/Deck	PORCH/PATIO	PORCH/PATIO		PORCH/PATIO		PORCH/PATIO	
	KIT/BATH	KIT/BATH		KIT/BATH		KIT/BATH	
	NO F/P	NO F/P		NO F/P		NO F/P	
	BSMT BATH 0	BSMT BATH 0		BSMT BATH 0		BSMT BATH 0	
Net Adjustment (Total)		[X] + [ ] -	$ 42,100	[ ] + [X] -	$ -26,120	[X] + [ ] -	$ 21,400
Adjusted Sale Price of Comparables		Net Adj. 14.57 % Gross Adj. 24.60 %	$ 331,100	Net Adj. 7.06 % Gross Adj. 31.60 %	$ 343,880	Net Adj. 6.90 % Gross Adj. 41.74 %	$ 331,400

I [X] did [ ] did not research the sale or transfer history of the subject property and comparable sales. If not, explain

My research [ ] did [X] did not reveal any prior sales or transfers of the subject property for the three years prior to the effective date of this appraisal.

Data Source(s) CNTY RCRDS

My research [ ] did [X] did not reveal any prior sales or transfers of the comparable sales for the prior year to the date of sale of the comparable sale.

Data Source(s) CNTY RCRDS

Report the results of the research and analysis of the prior sale or transfer history of the subject property and comparable sales (report additional prior sales on page 3).

ITEM	SUBJECT	COMPARABLE SALE # 1	COMPARABLE SALE # 2	COMPARABLE SALE # 3
Date of Prior Sale/Transfer				
Price of Prior Sale/Transfer				
Data Source(s)	IRES MLS/CNTY RCRDS	IRES MLS/CNTY RCRDS	IRES MLS/CNTY RCRDS	IRES MLS/CNTY RCRDS
Effective Date of Data Source(s)	01/10/2014	01/10/2014	01/10/2014	01/10/2014

Analysis of prior sale or transfer history of the subject property and comparable sales

Summary of Sales Comparison Approach THERE HAVE BEEN NO RECENT SALES OF OLDER HOMES ON SITES SIMILAR TO THE SUBJECTS IN SIZE IN THE LAST YEAR. COMP 1, WHILE ON A SMALLER SITE, IS THE ONLY SALE IN THE SUBJECTS NEIGHBORHOOD EAST OF THE RR TRACKS. IT IS VERY SIMILAR IN SF, DESIGN, AGE & APPEAL, BUT IS IN SUPERIOR CONDITION. COMP 2 IS AN EXCELLENT COMP AS IT IS ALSO ON A LARGER THAN AVERAGE SITE. IT IS A SMALLER HOME THAT IS ALSO SUPERIOR IN CONDITION. COMP 3 IS A SALE OF A SMALLER, OLDER HOME THAT WAS INFERIOR IN CONDITION. IT TOO IS ON A SMALLER SITE. BOTH OF THESE ARE IN A SUPERIOR LOCATION WEST OF THE RR TRACKS IN OLD TOWN LOUSIVILLE IN A MUCH HIGHER DEMAND AREA FOR SFR HOMES. LOCATION ADJUSTMENT IS ESTIMATED TO BE 15% OF SALES PRICE.

Indicated Value by Sales Comparison Approach $335,000

RECONCILIATION

Indicated Value by: Sales Comparison Approach $335,000 Cost Approach (if developed) $N/A Income Approach (if developed) $N/A

THE MARKET APPROACH IS GIVEN ALL WEIGHT WITH EQUAL WEIGHT TO ALL COMPS. THE INCOME APPROACH IS NOT APPLICABLE FOR THIS OWNER OCCUPIED NEIGHBORHOOD WHERE HOMES ARE TYPICALLY SOLD TO OWNER/OCCUPANTS.

*** See Additional Comments ***

This appraisal is made [*] "as is," [ ] subject to completion per plans and specifications on the basis of a hypothetical condition that the improvements have been completed, [ ] subject to the following repairs or alterations on the basis of a hypothetical condition that the repairs or alterations have been completed, or [ ] subject to the following required inspection based on the extraordinary assumption that the condition or deficiency does not require alteration or repair: *** See Additional Comments ***

Based on a complete visual inspection of the interior and exterior areas of the subject property, defined scope of work, statement of assumptions and limiting conditions, and appraiser's certification, my (our) opinion of the market value, as defined, of the real property that is the subject of this report is $ 335,000, as of 01/08/2014, which is the effective date of this appraisal.

File No. a130771d

ADDITIONAL COMPARABLES

Intended User: CITY OF LOUISVILLE
Property Address: 1125 PINE ST
City: LOUISVILLE County: BOULDER State: CO Zip Code: 80027
Client: CITY OF LOUSIVILLE

FEATURE	SUBJECT	COMPARABLE SALE NO. 4		COMPARABLE SALE NO. 5		COMPARABLE SALE NO. 6	
Address	1125 PINE ST LOUISVILLE	1300 LINCOLN AVE LOUISVILLE, CO 80027		1036 WALNUT ST LOUISVILLE, CO 80027		1101 SPRUCE ST LOUISVILLE, CO 80027	
Proximity to Subject		0.55 miles NW		0.09 miles N		0.03 miles N	
Sale Price	$		$ 340,000		$ 285,000		$ 294,000
Sale Price/Gross Liv. Area	$ 256.28 sq. ft.	$ 335.97 sq. ft.		$ 318.08 sq. ft.		$ 266.30 sq. ft.	
Data Source(s)		IRES MLS#706981		IRES#662912		IRES #679199	
Verification Source(s)		CNTY RCRDS		CNTY RCRDS		CNTY RCRDS	
VALUE ADJUSTMENTS	DESCRIPTION	DESCRIPTION	+(-)$ Adjustment	DESCRIPTION	+(-)$ Adjustment	DESCRIPTION	+(-)$ Adjustment
Sale or Financing Concessions		DTO=4 CONV NO PTS		DTO=269 CONV NO PTS		DTO=50 CONV NO PTS	
Date of Sale/Time		06/28/2013 +3%	+10,200	07/20/2012 +15%	+42,750	07/16/2012 +15%	+44,100
Location	OLD TOWN E	OLD TOWN-W	-51,000	OLD TOWN E		OLD TOWN E	
Leasehold/Fee Simple	Fee Simple	Fee Simple		Fee Simple		Fee Simple	
Site	14252SF/AVE	6316SF/AVE	+39,700	15250SF/AVE	-5,000	6627SF/AVE	+38,100
View	HOMES	HOMES		HOMES		HOMES	
Design (Style)	RANCH	RANCH		RANCH		RANCH	
Quality of Construction	AVE	AVE		AVE		AVE	
Actual Age	84	105		103		88	
Condition	AVE	AVE		AVE		GOOD	-11,000
Above Grade Room Count (Total / Bdrms. / Baths)	6 / 3 / 1	6 / 3 / 1		5 / 2 / 1		5 / 2 / 2	-10,000
Gross Living Area	1,226 sq. ft.	1,012 sq. ft.	+16,100	896 sq. ft.	+24,800	1,104 sq. ft.	+9,200
Basement & Finished	NONE	363SF BSMT	-3,630	350SF BSMT	-3,500	1104SF BSMT	-11,040
Rooms Below Grade	NONE	NONE		NONE		1000SF FIN	-15,000
Functional Utility	AVE	AVE		AVE		AVE	
Heating/Cooling	GFWA/CEN AC	GFWA/ NO AC	+2,500	GFWA/SWAMP	+1,500	GFWA/ NO AC	+2,500
Energy Efficient Items	BASIC INS	BASIC INS		BASIC INS		BASIC INS	
Garage/Carport	NONE/SHED	NONE/SHED		2 CAR GAR	-7,500	2 CAR GAR	-7,500
Porch/Patio/Deck	PORCH/PATIO	PORCH/PATIO		PORCH/PATIO		PORCH/PATIO	
	KIT/BATH	KIT/BATH		KIT/BATH		KIT/BATH	
	NO F/P	NO F/P		NO F/P		NO F/P	
	BSMT BATH 0	BSMT BATH 1	-5,000	BSMT BATH 0		BSMT BATH 1	-5,000
Net Adjustment (Total)		[X] + [ ] -	$ 8,870	[X] + [ ] -	$ 53,050	[X] + [ ] -	$ 34,360
Adjusted Sale Price of Comparables		Net Adj. 2.61 % Gross Adj. 37.69 %	$ 348,870	Net Adj. 18.61 % Gross Adj. 29.84 %	$ 338,050	Net Adj. 11.69 % Gross Adj. 52.19 %	$ 328,360

ITEM	SUBJECT	COMPARABLE SALE #4	COMPARABLE SALE #5	COMPARABLE SALE #6
Date of Prior Sale/Transfer				
Price of Prior Sale/Transfer				
Data Source(s)	IRES MLS/CNTY RCRDS	IRES MLS/CNTY RCRDS	IRES MLS/CNTY RCRDS	IRES MLS/CNTY RCRDS
Effective Date of Data Source(s)	01/10/2014	01/10/2014	01/10/2014	01/10/2014

Comment on Sales Comparison COMP 4 IS ANOTHER SALE ON THE WEST SIDE OF OLD TOWN LAFAYETTE. IT IS ALSO ON A MUCH SMALLER SITE. IT IS ONE OF THE MORE RECENT SALES OF A SIMILAR SMALL, OLDER HOME IN OLD TOWN. COMPS 4 & 5, WHILE MUCH OLDER SALES, ARE THE NEXT MOST RECENT SALES IN THE SUBJECTS SECTION OF OLD TOWN EAST OF THE RR TRACKS. COMP 5 IS AN EXCELLENT COMP AS IT IS ACTUALLY ON A LARGER SITE THAN THE SUBEJCT. IT IS A MUCH SMALLER HOME OVERALL. COMP 6 IS ALSO A SALES EAST OF THE RR TRACKS, IS A MUCH SMALLER SITE. THIS HOME WAS SUPERIOR IN CONDITION AND ALSO HAD A FULL FINISHED BASEMENT. THE REAL ESTATE MARKET HAS BEEN VERY ACTIVE THE LAST YEAR IN OLD TOWN AND PRICES HAVE BEEN ON THE INCREASE.

ADDITIONAL COMMENTS

Intended User	CITY OF LOUISVILLE						
Property Address	1125 PINE ST						
City	LOUISVILLE	County	BOULDER	State	CO	Zip Code	80027
Client	CITY OF LOUSIVILLE						

INTENDED USE
THIS APPRAISAL IS TO BE USED BY THE OWNERS AND THE CITY OF LOUISVILLE FOR THE POSSIBLE SALE OF THE PROPERTY TO THE CITY. IT IS NOT TO BE USED OR RELIED UPON BY ANY OTHER INDIVIDUAL OTHER THAN THE OWNER AND CLIENT LISTED ON PAGE 1. MARKET VALUE FOR THIS APPRAISAL IS BASED ON THE HYPOTHETICAL CONDITION THAT THE SUBJECTS HIGHEST AND BEST USE IS A SINGLE FAMILY HOME ON 1 OVERSIZED RESIDENTIAL LOT. THIS IS REGARDLESS OF CURRENT ZONING AND POSSIBLE ALLOWED OTHER USES WITH IT'S CURRENT ZONING. VALUE BASED ON IT'S CURRENT ZONING MAY OR MAY NOT BE FAR DIFFERENT THAN THE VALUE REPORTED IN THIS REPORT.

NEIGHBORHOOD DESCRIPTION
SCHOOLS ARE LOCATED IN THE IMMEDIATE AREA. THE AREA HAS BEEN BUILT OUT FOR MANY YEARS AND IS IN DEMAND. BECAUSE OF THIS MANY OF THE OLDER HOMES HAVE BEEN EXTENSIVELY REMODELED AND EXPANDED, OR JUST TORN TOWN TO HAVE A NEW HOME BUILT.

MARKET CONDITIONS
IT'S REAL ESTATE MARKET IS MOST LIKELY THE STRONGEST IN ALL OF BOULDER COUNTY. UNLIKE MANY AREAS OF COLORADO, LOUISVILLE HAS HAD VERY FEW FORECLOSURES, A LIMITED SUPPLY OF HOMES ON THE MARKET AND A CONSISTENT DEMAND. IN OLD TOWN DEMAND HAS REMAINED STRONG. IN THE LAST YEAR THERE HAVE BEEN 17 SALES OF HOMES IN OLD TOWN BUILT BEFORE 1945. THESE RANGED IN PRICE FROM $193,000 TO $550,000. THESE HAD AN AVERAGE PRICE OF $355,908 AND A MEDIAN PRICE OF $365,000. THE PRIOR YEAR FROM 1/2012 TO 1/2013 THERE WERE 26 SALES RANGING FROM $182,000 TO $537,500. THESE HAD AN AVERAGE PRICE OF $325,338 AND A MEDIAN OF $314,500. THIS IS A 9% TO 16% INCREASE OVER THE PRIOR YEAR. AT PRESENT THERE ARE ONLY 2 LISTINGS AT $399,000 AND $450,000. MONEY MAGAZINE HAS RATED LOUISVILLE AS ONE OF THE TOP SMALL TOWNS IN THE U.S TO LIVE. LOUISVILLE IS FOR ALL PRACTICAL PURPOSES "BUILT OUT" WITH VERY LITTLE VACANT GROUND FOR NEW DEVELOPMENT

HIGHEST AND BEST USE
THE APPRAISAL IS BASED ON THE HYPOTHETICAL CONDITION THE HIGHEST AND BEST USE OF THE PROPERTY IS AS A SINGLE FAMILY HOME ON 1 OVER SIZED CITY LOT.

ADVERSE SITE CONDITIONS AND/OR EXTERNAL FACTORS
THE ADDITIONAL SIZE IS OFFSET BY THE SUBJECT BEING ON PINE STREET WHICH IS A BUSY STREET ACCESSING DOWNTOWN, BEING ACROSS THE STREET FROM COMMERCIAL USES AND LESS THAN 1 BLOCK FROM AND ACTIVE RAIL LINE. THE SUBJECT IS ON A VERY DEEP & NARROW SITE. IT AS A CONCRETE DRIVE IN FRONT FOR 2 CARS AND A 12 X 20 STORAGE SHED.

ADDITIONAL FEATURES
THERE ARE OAK FLOORS IN THE LR/DEN, CARPET IN THE BEDROOMS, TILE IN THE BATH & KITCHEN. IT HAS GAS FORCED AIR HEAT WITH THE FURNACE IN THE ATTIC AND CENTRAL A/C. THE KITCHEN HAS OLDER WHITE PAINTED CABINETS & FORMICA COUNTERS. THE BATH HAS A NEWER SINK/VANITY AND A FIBERGLASS SHOWER STALL. THE EXTERIOR HAS OLDER METAL SIDING, COMP ROOF AND A COMBINATION OF BOTH WOOD HUNG AND ALUMINUM SLIDING WINDOWS. THE CONDITION OF THE ROOF IS NOT KNOWN. IT APPEARS ROOF IS LEAKING BETWEEN THE FRONT OF HOME AND WHERE THE COVERED FRONT PORCH ATTACHES TO IT AND ALSO BEHIND THE GUTTERS ON THE NE CORNER OF THE HOMES . THIS IS BASED ON ICE FREEZING/ MELTING AND BUILDING UP ON STEEL SIDING BY THE EVES IN THESE AREAS. .

RECONCILIATION
THE COST APPROACH IS NOT INCLUDED INCLUDED DUE TO AGE OF PROPERTY AND DIFFICULTY IN DETERMINING ACTUAL DEPRECIATION ALONG WITH A LACK OF VACANT LAND SALES IN THE AREA.

CONDITIONS OF APPRAISAL
*APPRAISAL IS BASED ON THE HYPOTHETICAL CONDITION THAT THE HIGHEST AND BEST USE OF THE SUBJECT IS A SINGLE FAMILY HOME ON AN OVERSIZED RESIDENTIAL LOT REGARDLESS OF IT'S CURRENT ZONING OR ALLOWED USES UNDER THAT ZONING.

Uniform Residential Appraisal Report

File # a130771d

ADDITIONAL COMMENTS

COST APPROACH

COST APPROACH TO VALUE

Support for the opinion of site value (summary of comparable land sales or other methods for estimating site value)

N/A

ESTIMATED [ ] REPRODUCTION OR [X] REPLACEMENT COST NEW	OPINION OF SITE VALUE ..... =$
Source of cost data	Dwelling 1,226 Sq. Ft. @ $ ..... =$
Quality rating from cost service Effective date of cost data	BSMT Sq. Ft. @ $ ..... =$
Comments on Cost Approach (gross living area calculations, depreciation, etc.)	
	Garage/Carport Sq. Ft. @ $ ..... =$
	Total Estimate of Cost-New ..... =$
	Less Physical / Functional / External
	Depreciation =$ ( )
	Depreciated Cost of Improvements ..... =$
	'As-is' Value of Site Improvements ..... =$
	..... =$
Estimated Remaining Economic Life (HUD and VA only) 65 Years	Indicated Value By Cost Approach ..... =$

INCOME

INCOME APPROACH TO VALUE

Estimated Monthly Market Rent $ X Gross Rent Multiplier = $ n/a Indicated Value by Income Approach

Summary of Income Approach (including support for market rent and GRM)

PUD INFORMATION

PROJECT INFORMATION FOR PUDs (if applicable)

Is the developer/builder in control of the Homeowners' Association (HOA)? [ ] Yes [ ] No Unit type(s) [ ] Detached [ ] Attached

Provide the following information for PUDs ONLY if the developer/builder is in control of the HOA and the subject property is an attached dwelling unit.

Legal name of project

Total number of phases Total number of units Total number of units sold

Total number of units rented Total number of units for sale Data Source(s)

Was the project created by the conversion of existing building(s) into a PUD? [ ] Yes [ ] No If Yes, date of conversion

Does the project contain any multi-dwelling units? [ ] Yes [ ] No Data Source(s)

Are the units, common elements, and recreation facilities complete? [ ] Yes [ ] No If No, describe the status of completion.

Are the common elements leased to or by the Homeowners' Association? [ ] Yes [ ] No If Yes, describe the rental terms and options.

Describe common elements and recreational facilities

File No. a130771d

SKETCH ADDENDUM

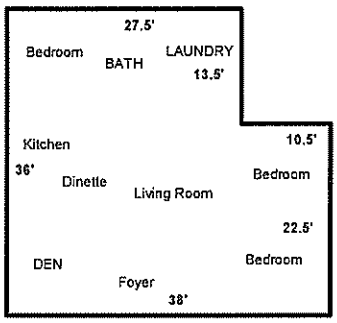
Intended User: CITY OF LOUISVILLE

Property Address: 1125 PINE ST

City: LOUISVILLE | County: BOULDER | State: CO | Zip Code: 80027

Client: CITY OF LOUSIVILLE

Foyer



SUMMARY	SQ FT AREA	PERIMETER
Living Area		
First Floor	1226	148

AREA CALCULATION DETAILS

First Floor

27.5	X	36.0	=	990.0
10.5	X	22.5	=	236.2
		Total		1226.2

SKETCHIT 1-800-523-0872

File No. a13077Id

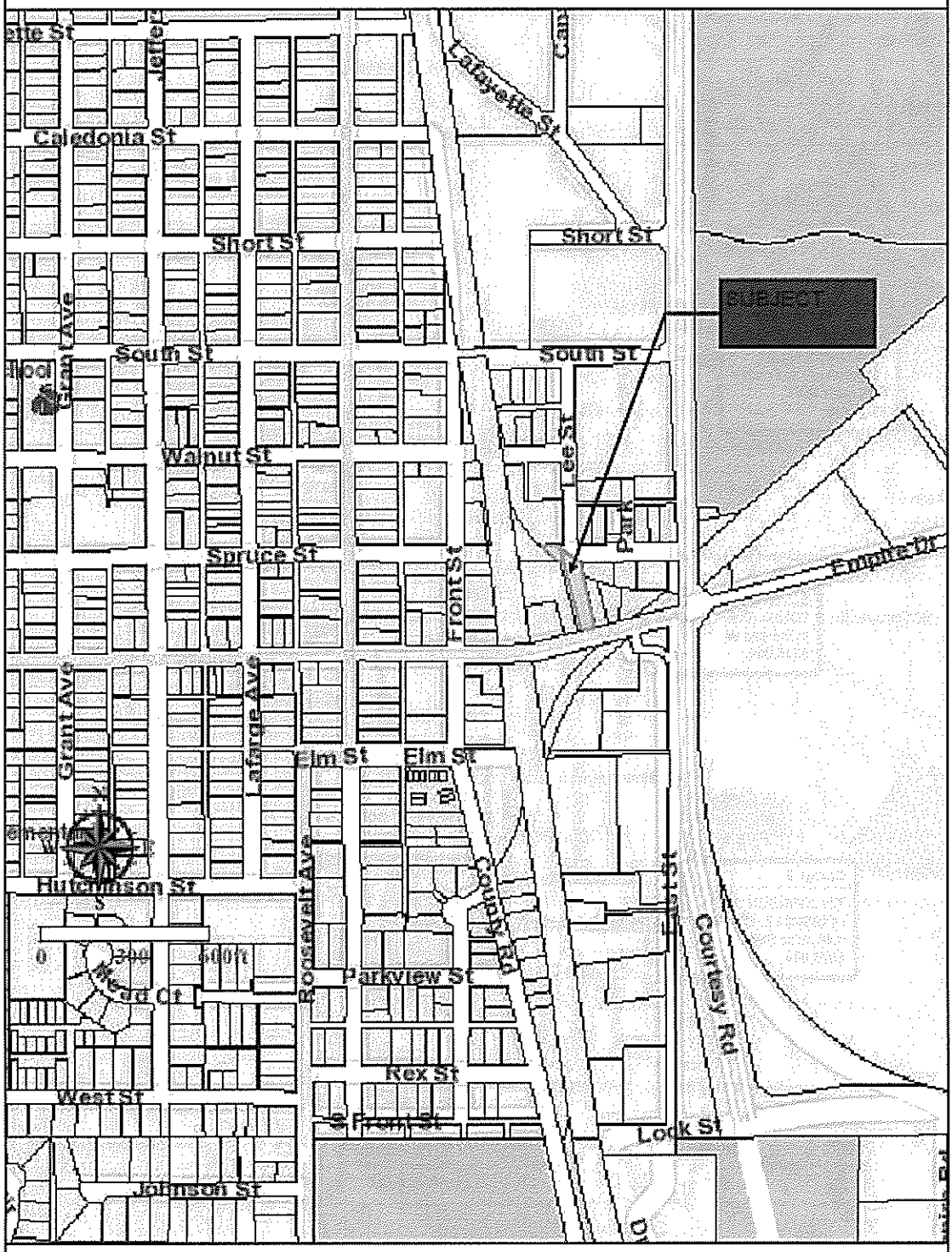
SITE PLAN

Intended User CITY OF LOUISVILLE

Property Address 1125 PINE ST

City LOUISVILLE County BOULDER State CO Zip Code 80027

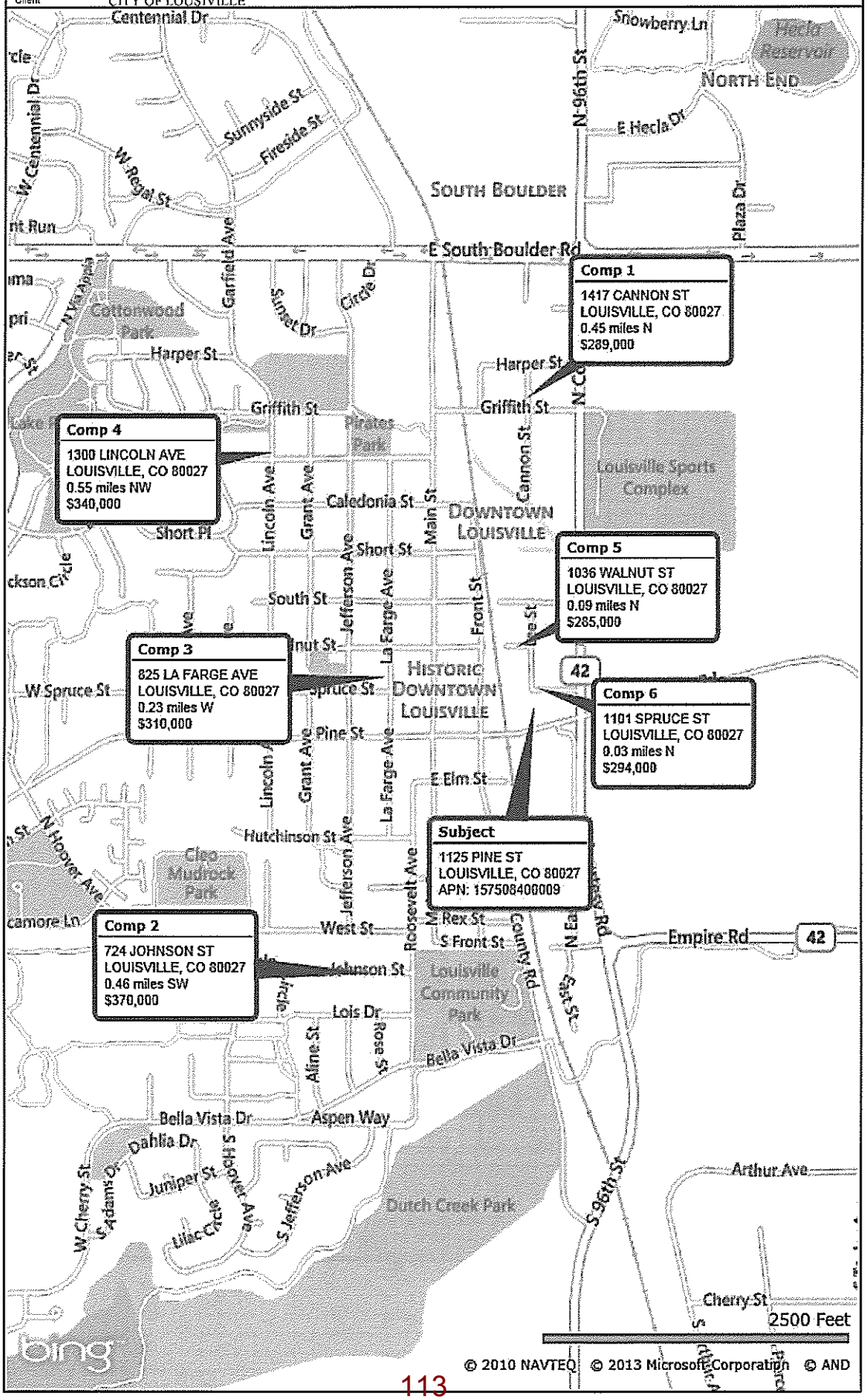
Client CITY OF LOUSIVILLE



File No. a130771d

Location Map

Intended User	CITY OF LOUISVILLE
Property Address	1125 PINE ST
City LOUISVILLE	County BOULDER State CO Zip Code 80027
Client	CITY OF LOUSIVILLE



File No. a130771d

FLOOD MAP

Intended User CITY OF LOUISVILLE

Property Address 1125 PINE ST

City LOUISVILLE County BOULDER State CO Zip Code 80027

Client CITY OF LOUSIVILLE

Flood Zones

- Areas inundated by 500-year flooding
- Areas outside of the 100- and 500-year flood plains
- Areas inundated by 100-year flooding
- Areas inundated by 100-year flooding with velocity hazard
- Floodway areas
- Floodway areas with velocity hazard
- Areas of undetermined but possible flood hazards
- Areas not mapped on any published FIRM

Flood Zone Determination

Latitude: 39.977431
Longitude: -105.129185
Community Name:
LOUISVILLE, CITY OF
Community: 085076
SFHA (Flood Zone): No
Within 250 ft. of multiple flood zones: Yes
Zone: X **Map #:** 08013C0582J
Panel: 0582J **Panel Date:** 12/18/2012
FIPS Code: 08013 **Census Tract:** 130.05

This Report is for the sole benefit of the Customer that ordered and paid for the Report and is based on the property information provided by that Customer. That Customer's use of this Report is subject to the terms agreed to by that Customer when accessing this product. No third party is authorized to use or rely on this Report for any purpose. NEITHER FIRST AMERICAN FLOOD DATA SERVICES NOR THE SELLER OF THIS REPORT MAKES ANY REPRESENTATIONS OR WARRANTIES TO ANY PARTY CONCERNING THE CONTENT, ACCURACY OR COMPLETENESS OF THIS REPORT, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Neither FARES nor the seller of this Report shall have any liability to any third party for any use or misuse of this Report.

File No. a130771d

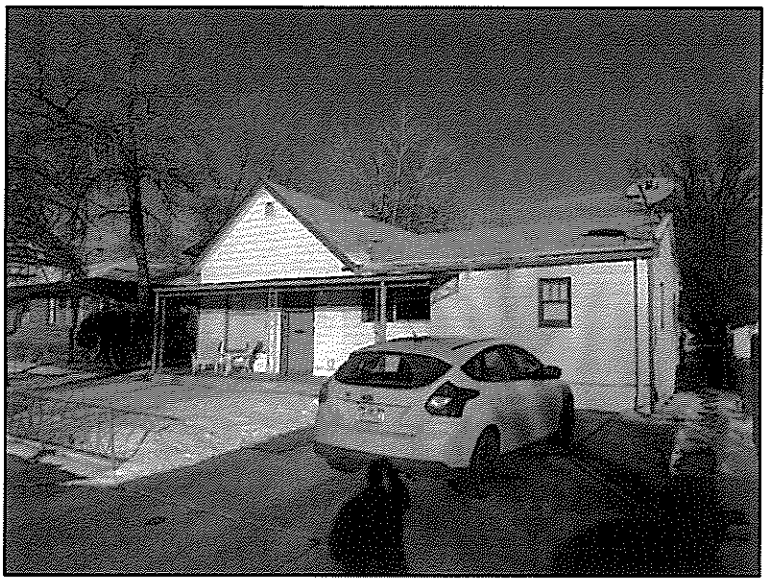
AERIAL MAP

Intended User	CITY OF LOUISVILLE
Property Address	1125 PINE ST
City	LOUISVILLE
County	BOULDER
State	CO
Zip Code	80027
Client	CITY OF LOUSIVILLE

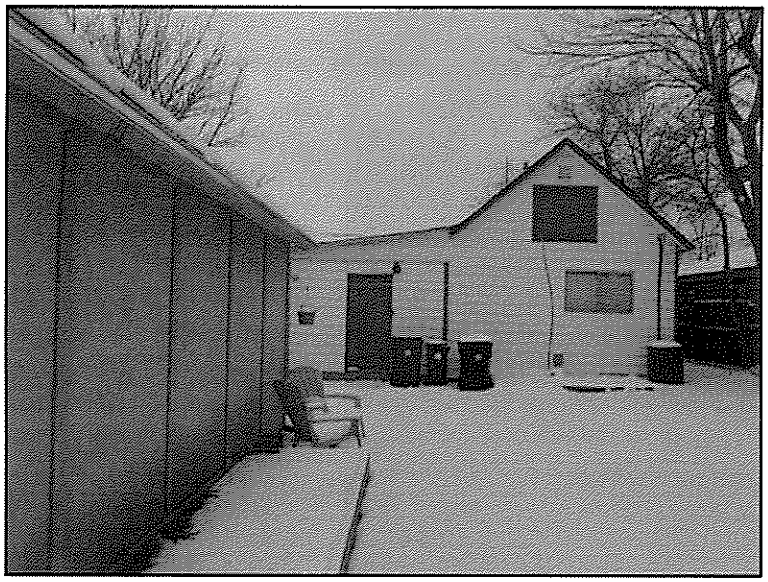
File No. a13077id

PHOTOGRAPH ADDENDUM

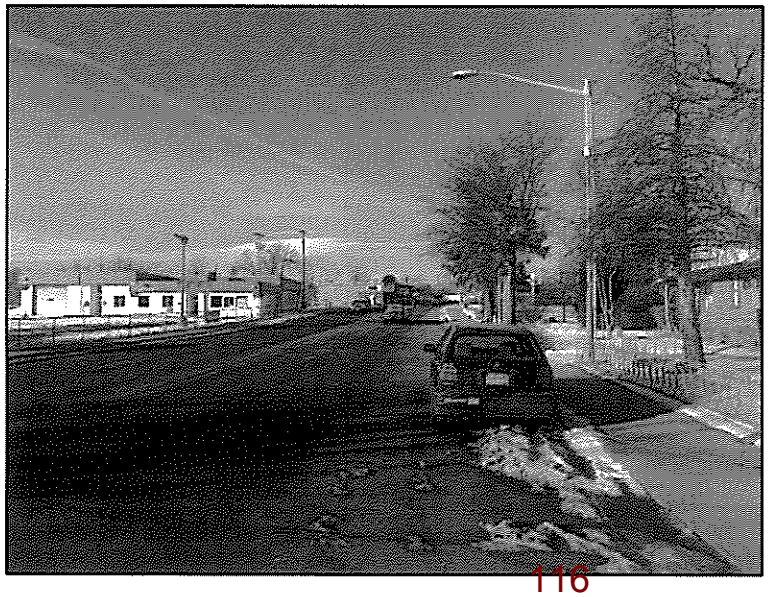
Intended User: CITY OF LOUISVILLE
Property Address: 1125 PINE ST
City: LOUISVILLE County: BOULDER State: CO Zip Code: 80027
Client: CITY OF LOUSIVILLE



FRONT VIEW OF SUBJECT PROPERTY



REAR VIEW OF SUBJECT PROPERTY



STREET SCENE OF SUBJECT PROPERTY

File No. a130771d

PHOTOGRAPH ADDENDUM

Intended User: CITY OF LOUISVILLE

Property Address: 1125 PINE ST

City: LOUISVILLE County: BOULDER State: CO Zip Code: 80027

Client: CITY OF LOUSIVILLE

1125 PINE ST
DEN

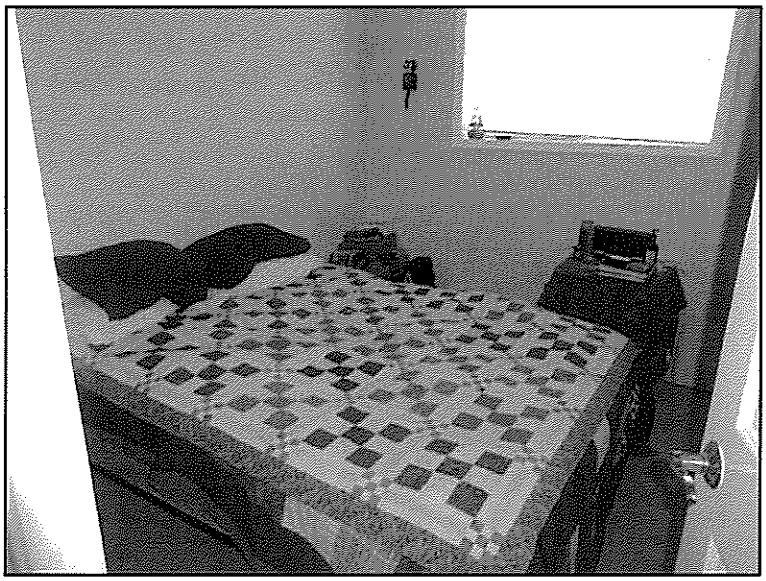
1125 PINE ST
KITCHEN

1125 PINE ST
DINING ROOM

File No. a130771d

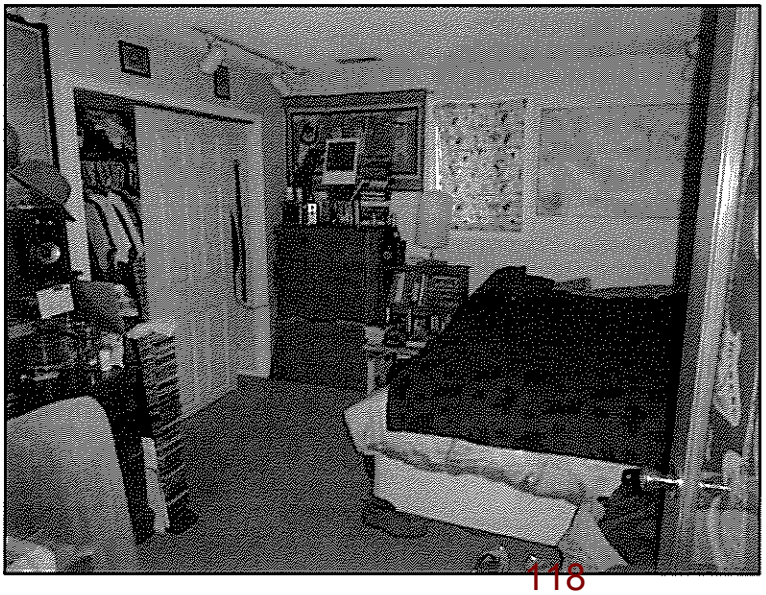
PHOTOGRAPH ADDENDUM

Intended User: CITY OF LOUISVILLE
Property Address: 1125 PINE ST
City: LOUISVILLE County: BOULDER State: CO Zip Code: 80027
Client: CITY OF LOUSIVILLE



1125 PINE ST
BEDROOM

1125 PINE ST
BEDROOM

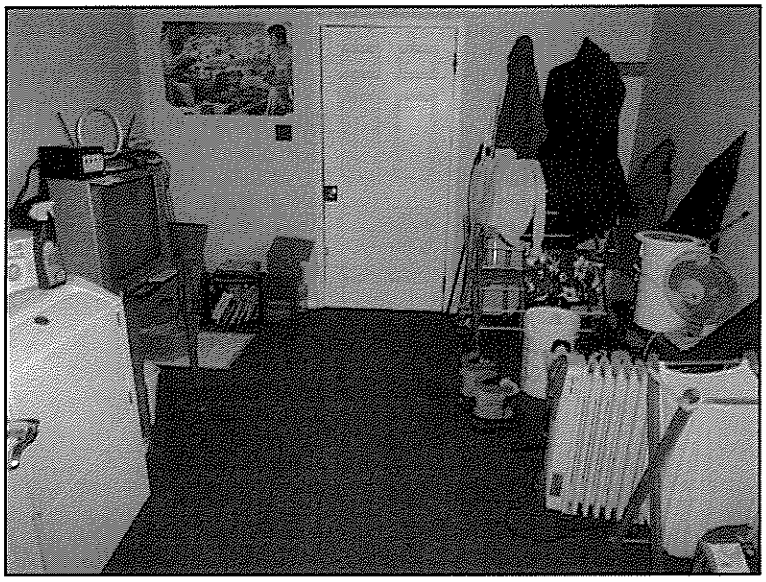


1125 PINE ST
BEDROOM 3

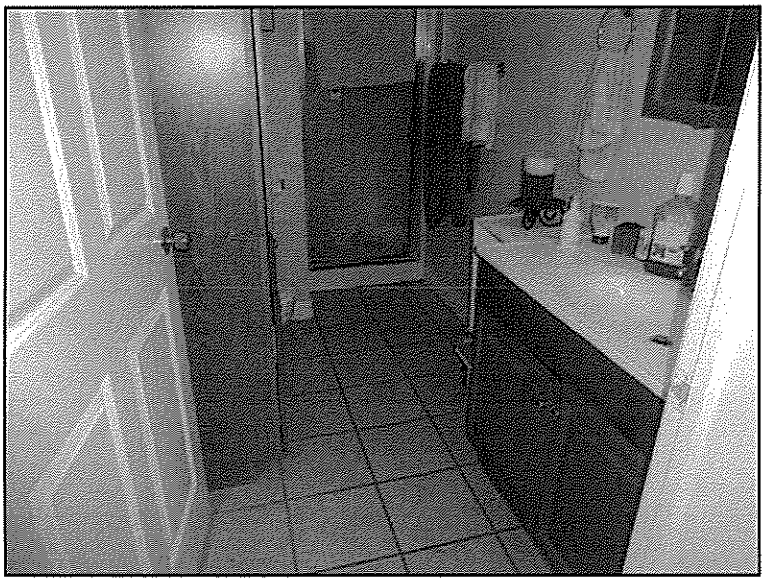
File No. a130771d

PHOTOGRAPH ADDENDUM

Intended User: CITY OF LOUISVILLE
Property Address: 1125 PINE ST
City: LOUISVILLE County: BOULDER State: CO Zip Code: 80027
Client: CITY OF LOUSIVILLE



1125 PINE ST
LAUNDRY



1125 PINE ST
BATH

1125 PINE ST
LIVING ROOM

File No. a130771d

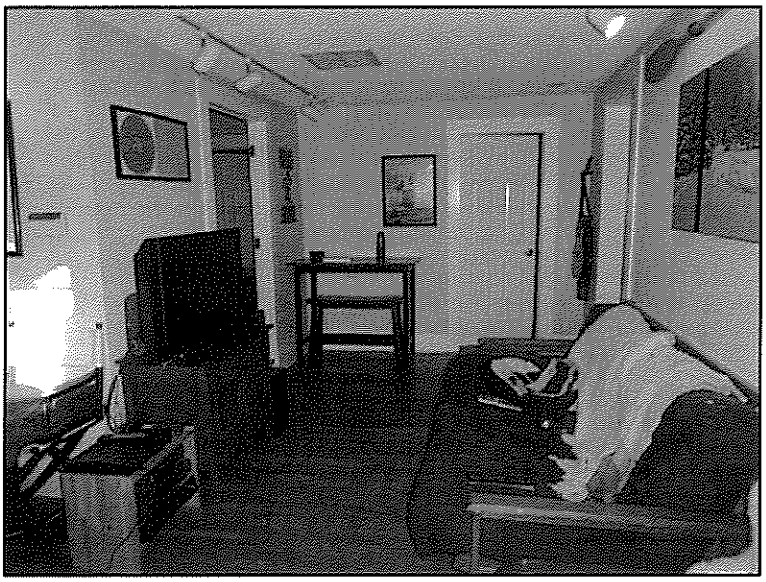
PHOTOGRAPH ADDENDUM

Intended User: CITY OF LOUISVILLE

Property Address: 1125 PINE ST

City: LOUISVILLE County: BOULDER State: CO Zip Code: 80027

Client: CITY OF LOUSIVILLE

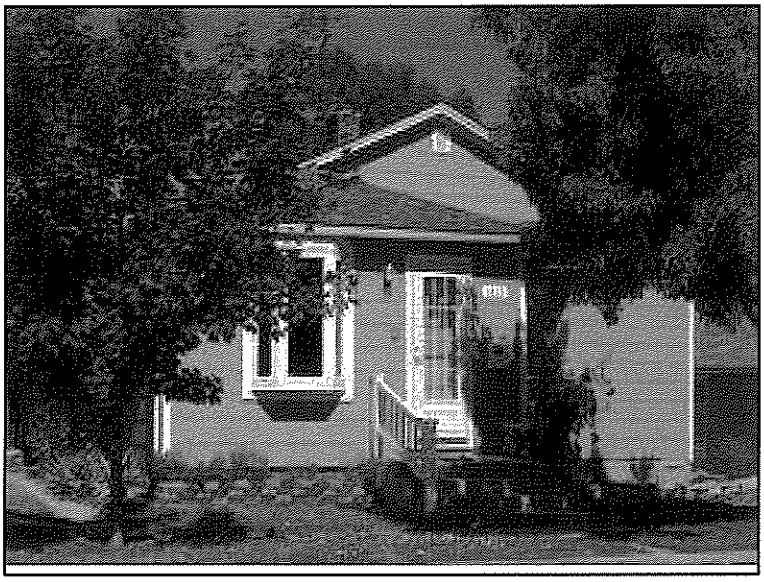


1125 PINE ST
LIVING ROOM PIC 2

File No. a130771d

PHOTOGRAPH ADDENDUM

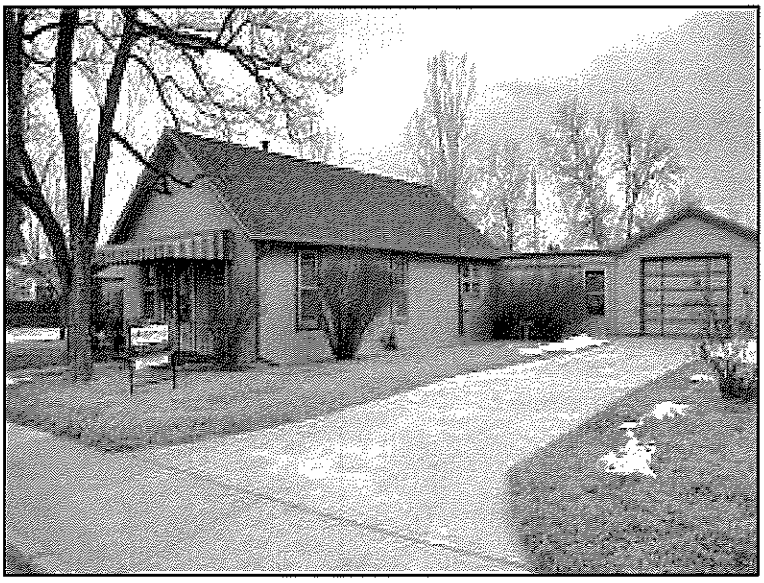
Intended User: CITY OF LOUISVILLE
Property Address: 1125 PINE ST
City: LOUISVILLE County: BOULDER State: CO Zip Code: 80027
Client: CITY OF LOUSIVILLE



COMPARABLE #1

1417 CANNON ST
LOUISVILLE, CO 80027

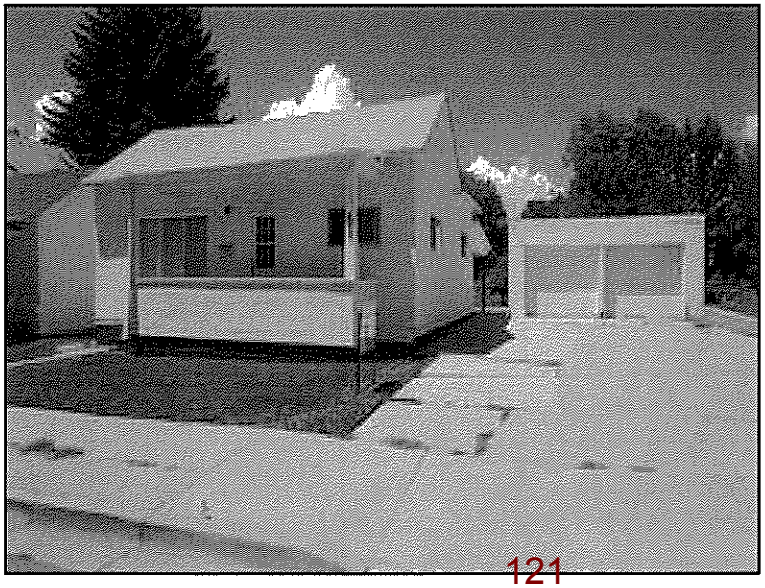
Price	$289,000
Price/SF	256.21
Date	03/26/2013 +5%
Age	113
Room Count	6-3-1
Living Area	1,128
Value Indication	$331,100



COMPARABLE #2

724 JOHNSON ST
LOUISVILLE, CO 80027

Price	$370,000
Price/SF	372.98
Date	02/26/2013 +5%
Age	74
Room Count	6-2-1
Living Area	992
Value Indication	$343,880



COMPARABLE #3

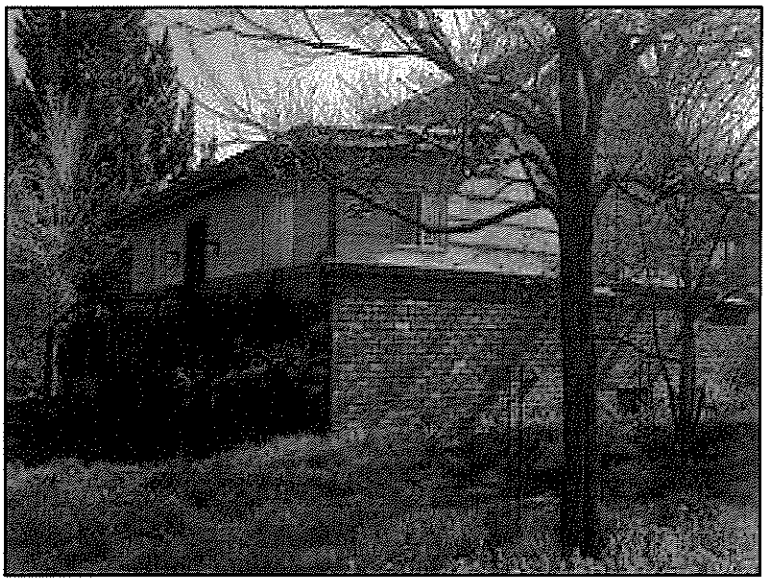
825 LA FARGE AVE
LOUISVILLE, CO 80027

Price	$310,000
Price/SF	307.54
Date	1/16/2013 +5%
Age	66
Room Count	4-2-1
Living Area	1,008
Value Indication	$331,400

File No. a130771d

PHOTOGRAPH ADDENDUM

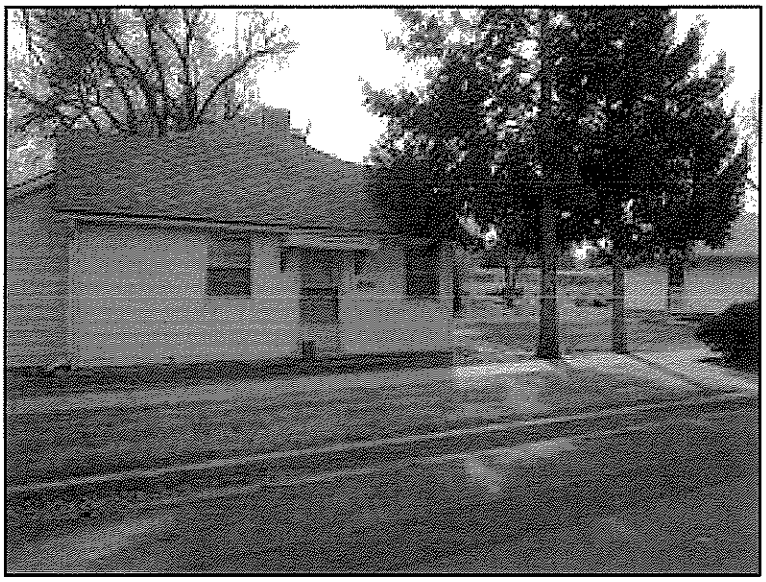
Intended User: CITY OF LOUISVILLE
Property Address: 1125 PINE ST
City: LOUISVILLE County: BOULDER State: CO Zip Code: 80027
Client: CITY OF LOUSIVILLE



COMPARABLE #4

1300 LINCOLN AVE
LOUISVILLE, CO 80027

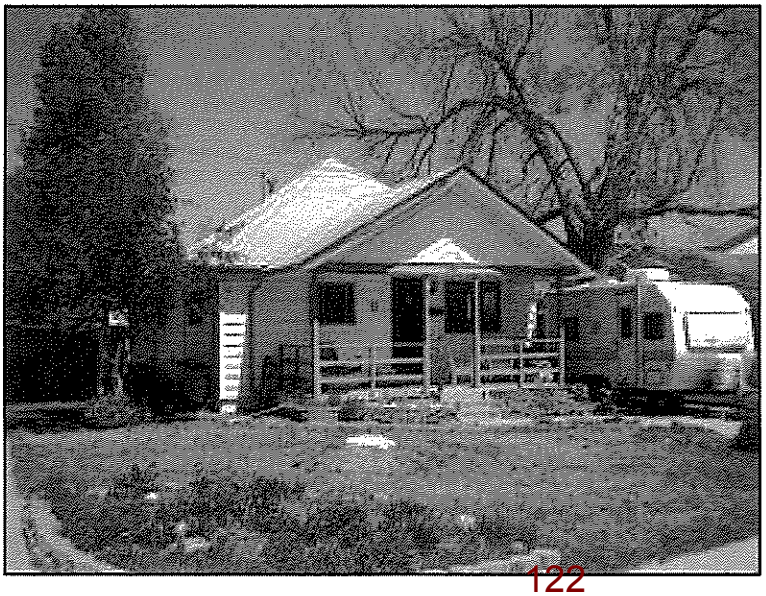
Price	$340,000
Price/SF	335.97
Date	06/28/2013 +3%
Age	105
Room Count	6-3-1
Living Area	1,012
Value Indication	$348,870



COMPARABLE #5

1036 WALNUT ST
LOUISVILLE, CO 80027

Price	$285,000
Price/SF	318.08
Date	07/20/2012 +15%
Age	103
Room Count	5-2-1
Living Area	896
Value Indication	$338,050



COMPARABLE #6

1101 SPRUCE ST
LOUISVILLE, CO 80027

Price	$294,000
Price/SF	266.30
Date	07/16/2012 +15%
Age	88
Room Count	5-2-2
Living Area	1,104
Value Indication	$328,360

File No. a130771d

APPRAISER LICENSE

Intended User	CITY OF LOUISVILLE
Property Address	1125 PINE ST
City	LOUISVILLE
County	BOULDER
State	CO
Zip Code	80027
Client	CITY OF LOUSIVILLE

STATE OF COLORADO
Department of Regulatory Agencies
Division of Real Estate

Active
Cert Residential Appraiser

PRINTED ON SECURE PAPER

Number	Issue Date	Expires
1313218	Jan 1 2012	Dec 31 2014

WILLIAM JOHN DELACROIX
BOULDER, CO 80301

Program Administrator

Licensee Signature

Uniform Residential Appraisal Report

File # a130771d

This report form is designed to report an appraisal of a one-unit property or a one-unit property with an accessory unit; including a unit in a planned unit development (PUD). This report form is not designed to report an appraisal of a manufactured home or a unit in a condominium or cooperative project.

This appraisal report is subject to the scope of work, intended use, intended user, definition of market value, statement of assumptions and limiting conditions, and certifications. The Appraiser may expand the scope of work to include any additional research or analysis necessary based on the complexity of this appraisal assignment.

SCOPE OF WORK: The scope of work for this appraisal is defined by the complexity of this appraisal assignment and the reporting requirements of this appraisal report form, including the following definition of market value, statement of assumptions and limiting conditions, and certifications. The appraiser must, at a minimum: (1) perform a visual inspection of the subject property, (2) inspect the neighborhood, (3) inspect each of the comparable sales from at least the street, (4) research, verify, and analyze data from reliable public and/or private sources, and (5) report his or her analysis, opinions, and conclusions in this appraisal report.

DEFINITION OF MARKET VALUE: The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what he or she considers his or her own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U. S. dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions* granted by anyone associated with the sale.

*Adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar for dollar cost of the financing or concession but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the appraiser's judgment.

STATEMENT OF ASSUMPTIONS AND LIMITING CONDITIONS: The appraiser's certification in this report is subject to the following assumptions and limiting conditions:

1. The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it, except for information that he or she became aware of during the research involved in performing this appraisal. The appraiser assumes that the title is good and marketable and will not render any opinions about the title.

2. The appraiser has provided a sketch in this appraisal report to show the approximate dimensions of the improvements. The sketch is included only to assist the reader in visualizing the property and understanding the appraiser's determination of its size.

3. The appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in this appraisal report whether any portion of the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.

4. The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand, or as otherwise required by law.

5. The appraiser has noted in this appraisal report any adverse conditions (such as needed repairs, deterioration, the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property or that he or she became aware of during the research involved in performing this appraisal. Unless otherwise stated in this appraisal report, the appraiser has no knowledge of any hidden or unapparent physical deficiencies or adverse conditions of the property (such as, but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) that would make the property less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, this appraisal report must not be considered as an environmental assessment of the property.

6. The appraiser has based his or her appraisal report and valuation conclusion for an appraisal that is subject to satisfactory completion, repairs, or alterations on the assumption that the completion, repairs, or alterations of the subject property will be performed in a professional manner.

Uniform Residential Appraisal Report

File # a130771d

APPRAISER'S CERTIFICATION: The Appraiser certifies and agrees that:

1. I have, at a minimum, developed and reported this appraisal in accordance with the scope of work requirements stated in this appraisal report.

2. I performed a visual inspection of the interior and exterior areas of the subject property. I reported the condition of the improvements in factual, specific terms. I identified and reported the physical deficiencies that could affect the livability, soundness, or structural integrity of the property.

3. I performed this appraisal in accordance with the requirements of the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.

4. I developed my opinion of the market value of the real property that is the subject of this report based on the sales comparison approach to value. I have adequate comparable market data to develop a reliable sales comparison approach for this appraisal assignment. I further certify that I considered the cost and income approaches to value but did not develop them, unless otherwise indicated in this report.

5. I researched, verified, analyzed, and reported on any current agreement for sale for the subject property, any offering for sale of the subject property in the twelve months prior to the effective date of this appraisal, and the prior sales of the subject property for a minimum of three years prior to the effective date of this appraisal, unless otherwise indicated in this report.

6. I researched, verified, analyzed, and reported on the prior sales of the comparable sales for a minimum of one year prior to the date of sale of the comparable sale, unless otherwise indicated in this report.

7. I selected and used comparable sales that are locationally, physically, and functionally the most similar to the subject property.

8. I have not used comparable sales that were the result of combining a land sale with the contract purchase price of a home that has been built or will be built on the land.

9. I have reported adjustments to the comparable sales that reflect the market's reaction to the differences between the subject property and the comparable sales.

10. I verified, from a disinterested source, all information in this report that was provided by parties who have a financial interest in the sale or financing of the subject property.

11. I have knowledge and experience in appraising this type of property in this market area.

12. I am aware of, and have access to, the necessary and appropriate public and private data sources, such as multiple listing services, tax assessment records, public land records and other such data sources for the area in which the property is located.

13. I obtained the information, estimates, and opinions furnished by other parties and expressed in this appraisal report from reliable sources that I believe to be true and correct.

14. I have taken into consideration the factors that have an impact on value with respect to the subject neighborhood, subject property, and the proximity of the subject property to adverse influences in the development of my opinion of market value. I have noted in this appraisal report any adverse conditions (such as, but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) observed during the inspection of the subject property or that I became aware of during the research involved in performing this appraisal. I have considered these adverse conditions in my analysis of the property value, and have reported on the effect of the conditions on the value and marketability of the subject property.

15. I have not knowingly withheld any significant information from this appraisal report and, to the best of my knowledge, all statements and information in this appraisal report are true and correct.

16. I stated in this appraisal report my own personal, unbiased, and professional analysis, opinions, and conclusions, which are subject only to the assumptions and limiting conditions in this appraisal report.

17. I have no present or prospective interest in the property that is the subject of this report, and I have no present or prospective personal interest or bias with respect to the participants in the transaction. I did not base, either partially or completely, my analysis and/or opinion of market value in this appraisal report on the race, color, religion, sex, age, marital status, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property or of the present owners or occupants of the properties in the vicinity of the subject property or on any other basis prohibited by law.

18. My employment and/or compensation for performing this appraisal or any future or anticipated appraisals was not conditioned on any agreement or understanding, written or otherwise, that I would report (or present analysis supporting) a predetermined specific value, a predetermined minimum value, a range or direction in value, a value that favors the cause of any party, or the attainment of a specific result or occurrence of a specific subsequent event.

19. I personally prepared all conclusions and opinions about the real estate that were set forth in this appraisal report. If I relied on significant real property appraisal assistance from any individual or individuals in the performance of this appraisal or the preparation of this appraisal report, I have named such individual(s) and disclosed the specific tasks performed in this appraisal report. I certify that any individual so named is qualified to perform the tasks. I have not authorized anyone to make a change to any item in this appraisal report; therefore, any change made to this appraisal is unauthorized and I will take no responsibility for it.

Uniform Residential Appraisal Report

File # a130771d

20. I identified the client in this appraisal report who is the individual, organization, or agent for the organization that ordered and will receive this appraisal report.

21. I am aware that any disclosure or distribution of this appraisal report by me or the client may be subject to certain laws and regulations. Further, I am also subject to the provisions of the Uniform Standards of Professional Appraisal Practice that pertain to disclosure or distribution by me.

22. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

SUPERVISORY APPRAISER'S CERTIFICATION: The Supervisory Appraiser certifies and agrees that:

1. I directly supervised the appraiser for this appraisal assignment, have read the appraisal report, and agree with the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.

2. I accept full responsibility for the contents of this appraisal report including, but not limited to, the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.

3. The appraiser identified in this appraisal report is either a sub-contractor or an employee of the supervisory appraiser (or the appraisal firm), is qualified to perform this appraisal, and is acceptable to perform this appraisal under the applicable state law.

4. This appraisal report complies with the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.

5. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

APPRAISER

Signature Bill DeLaCroix
Name William J. DeLaCroix
Company Name Appraisal Consultants, Inc.
Company Address 2975 Valmont Road, Suite 210
Boulder, CO 80301
Telephone Number 303-443-6221
Email Address aciboulder@aciboulder.com
Date of Signature and Report January 13, 2014
Effective Date of Appraisal 01/08/2014
State Certification # Colo. Cert. Res. Appr. #CR1313218
or State License #
or Other
State CO
Expiration Date of Certification or License 12/31/2014

ADDRESS OF PROPERTY APPRAISED
1125 PINE ST
LOUISVILLE, CO 80027
APPRAISED VALUE OF SUBJECT PROPERTY $ 335,000
CLIENT
Name
Company Name CITY OF LOUSIVILLE
Company Address 749 Main Street
Louisville, CO 80027
Email Address AAROND@LOUISVILLE.CO.GOV

SUPERVISORY APPRAISER (ONLY IF REQUIRED)

Signature
Name
Company Name
Company Address

Telephone Number
Email Address
Date of Signature
State Certification #
or State License #
State
Expiration Date of Certification or License

SUBJECT PROPERTY

☐ Did not inspect subject property
☐ Did inspect exterior of subject property from street
Date of Inspection
☐ Did inspect interior and exterior of subject property
Date of Inspection

COMPARABLE SALES

☐ Did not inspect exterior of comparable sales from street
☐ Did inspect exterior of comparable sales from street
Date of Inspection

City Council– Public Hearing

1125 Pine Street – Minor Subdivision

Ordinance No. 1711, Series 2016

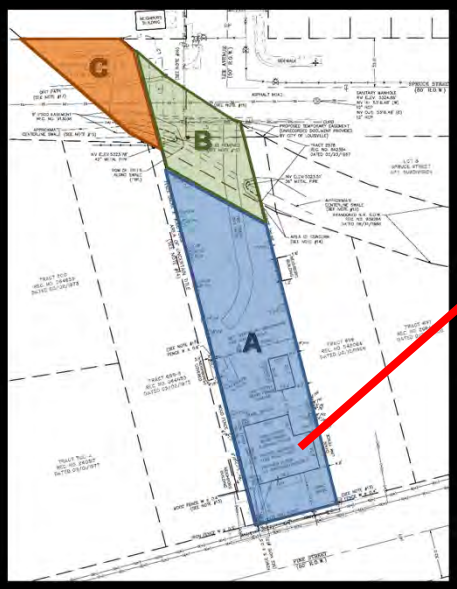
Resolution No. 2, Series 2016

A REQUEST FOR REZONING AND 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.

1125 Pine Street

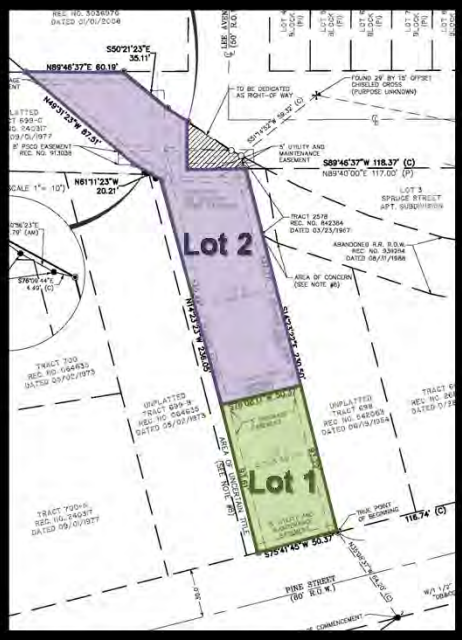
- North side of Pine St. between BNSF Railroad & HWY 42
- Commercial Community Zone District (CC) & part of HWY 42 Revitalization area
- 15,813 SF lot

1125 Pine Street



- 1 property, 2 legal descriptions, 3 parcels
- 1060 SF home ca. 1930, tool shed, chicken coop

1125 Pine Street
Original Request



- Lot 1 – 4,703 SF
- Lot 2 – 10,502 SF (3 units)
- 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

1125 Pine Street

Proposed Zoning

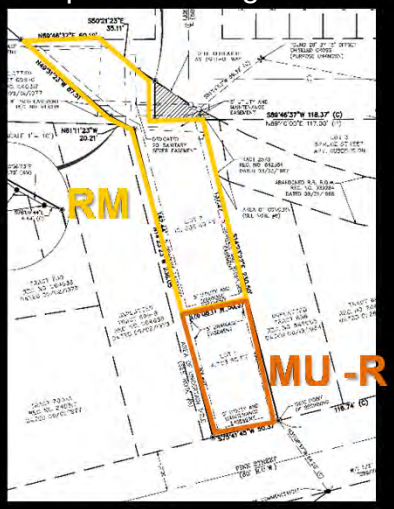
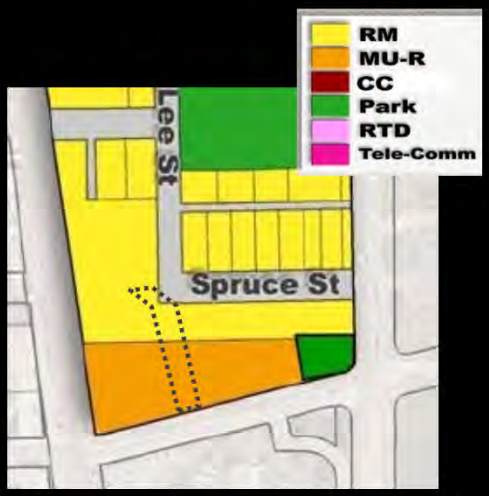


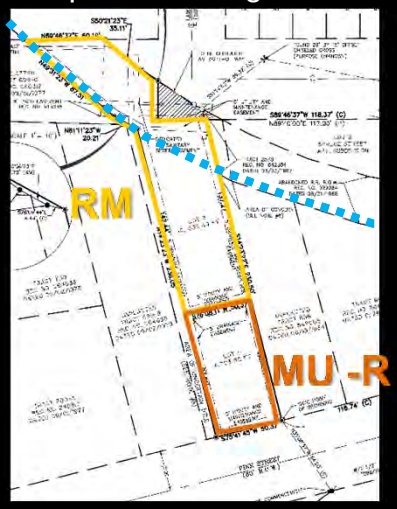
Exhibit A



Required rezoning of this property must be consistent with the framework provided Land Use Exhibit A in MUDDSG

1125 Pine Street

Proposed Zoning



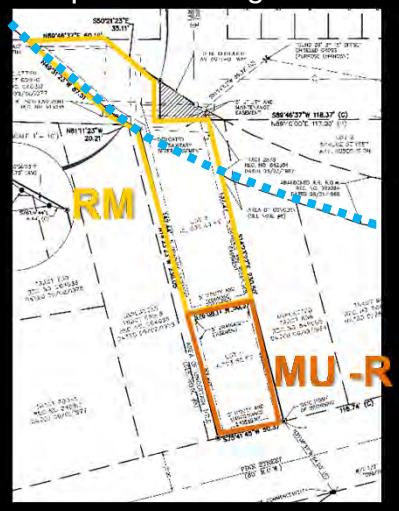
Current Old Town Overlay Boundary

<u>Lot 2: Residential Medium Density</u>

- 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

1125 Pine Street

Proposed Zoning



▪▪▪▪ Current Old Town Overlay Boundary

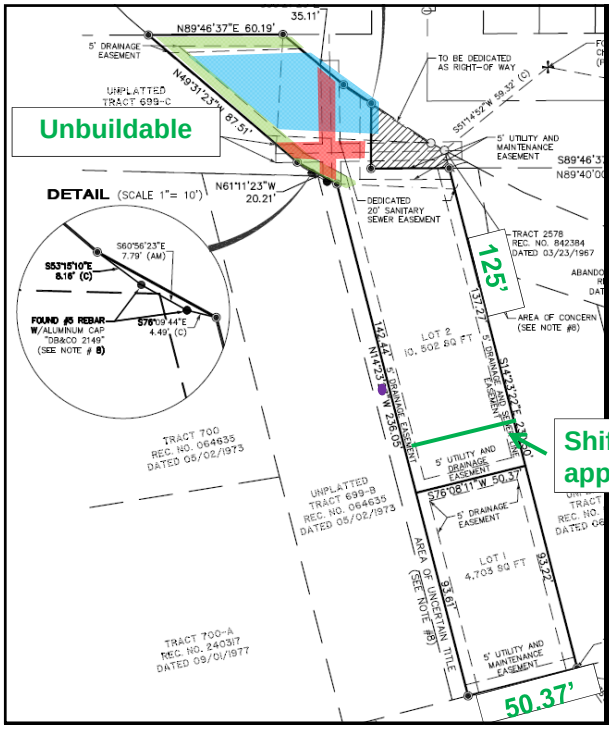
Lot 1: Mixed Use - Residential

- 4,703 SF
- Development needs to comply with MUDDSG
- Requires a PUD
- Existing single-family dwelling would be considered a legal, non-conforming use

1125 Pine Street
City Council Direction

1) Adjust the lot line between the proposed Lot 1 and Lot 2 approximately 12 feet to the north so the maximum depth of the “buildable” portions of Lot 2 is only 2.5 times the width.

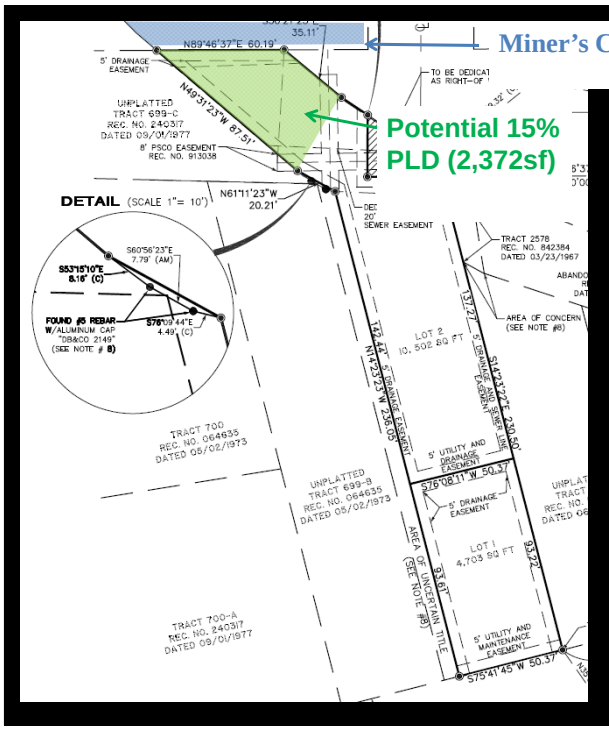
2) Evaluate the requested plat with a Public Land Dedication (PLD) rather than a payment-in-lieu. The dedicated land would be maintained by the City of Louisville and possibly used for the preservation of the adjacent miners’ cabins.



1125 Pine Street
Lot Line Adjustment

Lot 1 – 5,276sf

Lot 2 – 9,929sf



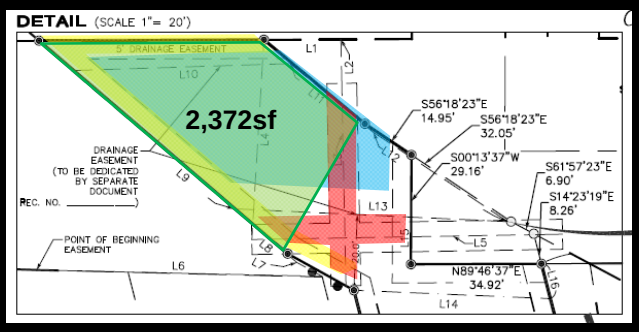
1125 Pine Street
Public Land Dedication

Lot 1 – 4,703sf

Lot 2 – 8,130sf

(2 units)

1125 Pine Street
Public Land Dedication

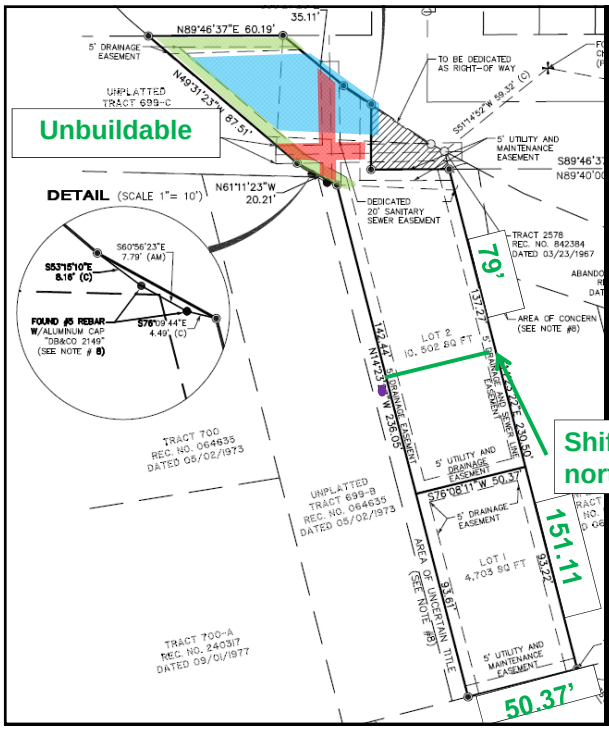


Drainage Easement

City Water/Sewer Easement

Xcel Easement

1125 Pine Street
Applicant Request



Lot 1 – 7,586sf

Lot 2 – 7,623sf

(2 units)

1125 Pine Street
Recommendation

Staff recommends City Council approve of the updated Ordinance 1711, Series 2016 and Resolution No. 2, Series 2016 with the following condition:

1) The plat will be revised so that Lot 1 has the following dimensions: 50.37’ wide; 151.11’ long. The dimensions of Lot 2 (the balance of the subdivision property) shall be revised accordingly prior to recording of the plat.

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 – 2nd Reading - Public Hearing – Advertised 01/10/2016**

DATE: **FEBURARY 2, 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 approve 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.

ATTACHMENT(S):
1. Ordinance 1715, Series 2016
2. Planning Commission Minutes – December 10, 2015 Hearing

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

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, 20~~12~~23. 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 ____ day of _____, 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 ____ day of _____, 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

DRAFT

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

CITY COUNCIL COMMUNICATION
AGENDA ITEM 8C

SUBJECT: **CORE AREA AND DOWNTOWN PROJECTS DISCUSSION**

DATE: **FEBRUARY 2, 2016**

PRESENTED BY: **KURT KOWAR, P.E., PUBLIC WORKS DIRECTOR**

SUMMARY:

The Public Works Department will provide an overview of significant projects within the Core Area Redevelopment and Downtown.

ATTACHMENTS:

1. Core Area and Downtown Projects Map

Lafayette St
E Lafayette St
E Lafayette St
Grant Ave
Main St
Cannon St
Courtesy Rd
Louisville Sports Complex
Enterprise Rent-A-Car
Short St
Lincoln Ave
Booster Paving also in 18,19,20 CIP
DELO Coordination
TEBO Coordination
South St
St Louis Catholic School
Saint Louis Catholic Church
Walnut St
Lee Ave
Phase I/II Drainage Coordination with Core Area Detention and New WWTP
Empire Storage
Memory Square Park
BITTERSWEET - Cafe & Confection
Waterloo
Drainage Work includes Spruce Recon
Spruce St
Park
The Melting Pot
Drainage Work West of Tracks (May Completion)
Front St
Empire Rd
Lulu's BBQ
The Huckleberry
Pine St
East St
Blue Parrot
Mountain High Appliance
Lucky Pie Pizza & Taphouse
Casa Alegre
County Rd
Jefferson Ave
Lafarge Avenue
Gravity Brewing
Elm St
Tilt! Pinball
Roosevelt Ave
Parbois Ln
Booster Paving also in 18,19 CIP
141
Projects (Schedules Subject to Change)
1 Flood Plain Phase II (Jan - Aug 16)
2 Flood Plain Phase I (Jan - Aug 16)
3 South St Plaza (Summer 16 - Spring 17)
4 BNSF Bridge (Feb - Aug 16)
5 Parking (Summer - Fall 16)
6 Booster Paving (Spring - Summer 16)
7 South St Recon (Spring - Fall 16)
8 Hwy42/Short Signal (Fall - Summer 17)
9 2016 Waterline (Summer/Fall 16)
10 2017 Waterline (Spring 17/Spring 18)
11 2016 Sewer (Summer/Fall 16)
12 2017 Sewer (Spring 17/Spring 18)

SUBJECT: **AWARD BID FOR THE 2016 ASPHALT RESURFACING AND RECONSTRUCTION PROJECT, 2016 HOT CHIP SEAL PROJECT AND 2016 CONCRETE REPLACEMENT PROJECT**

DATE: **FEBRUARY 2, 2016**

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

SUMMARY:

Recommended 2016 Paving Award
The Public Works Department recommends City Council approve three contracts for paving and related concrete work in 2016:

1. Aggregate Industries (Paving) - $551,992
    - McCaslin Blvd. - US 36 to Dillon
    - Jefferson Ave. – Lafayette Street to Short Street
    - Lafarge Ave. – South Street to Lafayette Street
    - Miscellaneous Large Area Patching
2. APC Construction Company (Hot Chip Paving) - $2,015,492
    - McCaslin Blvd. – Via Appia to South Boulder Road
    - W. Cherry St. – McCaslin to Pedestrian Crossing
    - W. Cherry St. – Coal Creek Lane to Hoover Avenue
    - S. 88th St. – Dillon Road to Tape Drive
3. Concrete Works (Concrete) – $683,794
    - Street Improvement Concrete
    - Front Street Pass Through Concrete
    - Miscellaneous Concrete Citywide for Trails and Sidewalks

In addition, staff is requesting approval of contingency funds in the amount of $128,374 or 5% for paving and $68,379 or 10% for concrete.

2015 IMS Pavement Survey Considerations
The City hired IMS to perform a digital condition survey of the streets in late 2015. This digital survey is intended to update the City's previous data, which was based on staff's subjective sampling survey information and which was in some cases 3-5 years old. The preliminary results of the IMS survey are summarized below. This information is a preliminary summary of results that are still being reviewed by staff. After we receive additional information from IMS, staff will provide a more detailed review and discussion of the results on February 23, However, staff to provide the preliminary summary information below to facilitate City Council's decision on this 2016 bid award.

Overall at the highest level of early summarization:

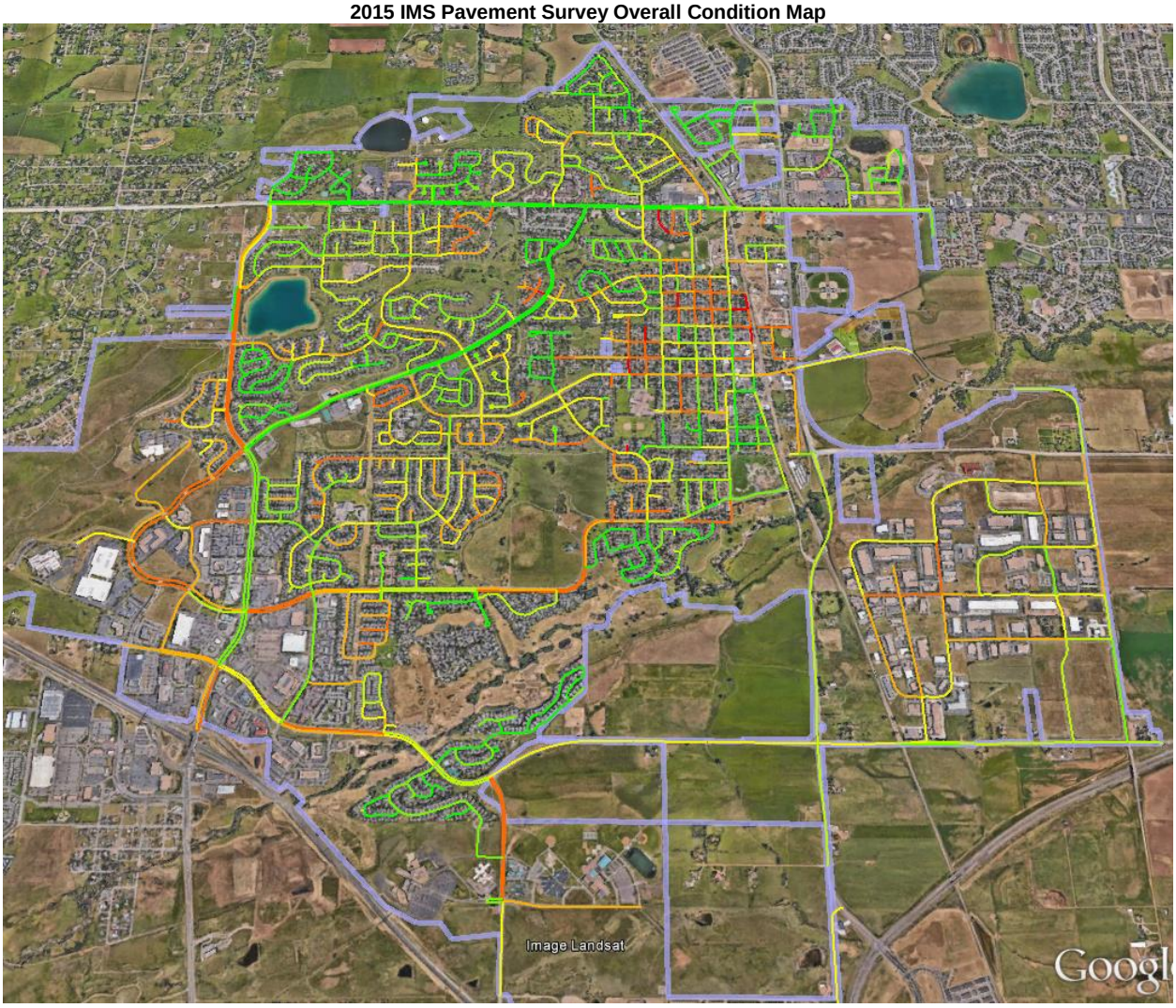
- City streets have an average Pavement Condition Index (PCI) of 63. In comparison, IMS annually surveys 40-50 clients around the country and IMS says the average PCI for clients is 60 – 65. Scores of recent IMS Colorado surveys include:
    - Boulder County – 62
    - Longmont – 71
    - City of Boulder – 78 (2010 data)
    - Denver – 64
    - Littleton – 65
    - Centennial – 66
    - Firestone – 71
    - Eagle – 77
- IMS considers streets to be in "Excellent" condition if they have a PCI of 85 or above. 17% of Louisville's streets have a PCI greater than 85. IMS recommends cities keep this value at least 15%.
- IMS considers as "Backlog" the percent of streets with a PCI less than 40. 10% of Louisville's streets have a PCI less than 40. IMS recommends keeping the Backlog at less than 12%.

Options

The APC Construction Company included an add alternate line item for Hot Chip Paving on W. Cherry St. from the Pedestrian Crossing to Coal Creek Lane.

IMS's Pavement Condition Index scores for this segment of W. Cherry are 66, 67, and 70. In comparison, the portions of W. Cherry Street that staff recommends resurfacing as part of this contract scored from 32 – 53. Staff is not recommending resurfacing the middle portion of W. Cherry at this time because it still has sufficient remaining pavement life. This portion will require some patching and crack sealing in the near future. Staff believes the most cost effective approach to maintain this middle section of w. Cherry at an acceptable level is to patch and crack seal and then resurface at a later date. However, if City Council desires to add this portion of W. Cherry Street to the current bid award, it will require an additional $278,124 in paving and approximately $30,000 in concrete or $308,124 total plus contingency.

2015 IMS Pavement Survey Overall Condition Map



Other Large CIP Considerations

Council should also consider other large projects in the CIP while determining the best course of action on the current Street and Concrete improvements. Key project implications are summarized below:

South Street Underpass

Staff has worked with Atkins, the South Street Underpass design consultant to update old project costs to current day costs. The current City approved budget provides for roughly $2.6 million in project funding. Updated project costs associated with the BNSF construction agreement and City project portions is $3.5 million. This is a difference of $900,000. The increase reflects increased BNSF bridge costs, increases in construction costs, and roughly $400,000 in additional scope to reflect City Council water and pavement booster improvements

adjacent to the project and necessary to do in coordination with the project. Additional funding will need to come from the Capital Projects Fund, Water Fund, and Stormwater Fund to cover these costs.

Highway 42 and Short Intersection Improvements
The City has $1.5 million budgeted for intersection improvements at Highway 42 and Short Street to install geometric lane improvements and a traffic signal. $500,000 is available from the Colorado Department of Transportation (CDOT) and staff projects $500,000 will be available from Boulder County Transportation Sales Tax.

The CDOT operations division has been very difficult to coordinate what improvements they will support. In addition, improvements to South Street and drainage along Highway 42 in this area may require additional project transition length from Short Street to South Street. It is too early to quantify the cost impacts. However, staff wants to emphasize that this is a large project with many unknowns both in design and cost. It will take several more months to provide a reliable project budget that can be used.

FISCAL IMPACT:

Sources of Funding

2015 Budget Turnback	Amount
Street Reconstruction	$296,376
Parks Trails Replacement	$10,000
Total 2015 Budget Turnback	**$306,376**

2016 Budget	Account	Amount
Street Reconstruction	042-499-55310-04	$1,950,000
Pavement Booster	042-499-55310-74	$1,045,000
Concrete Replacement	042-499-55310-03	$90,000
Front St / Community Park	042-499-55310-79	$10,000
Parks Concrete	028-799-55330-06	$10,000
Total 2016 Funding		**$3,105,000**

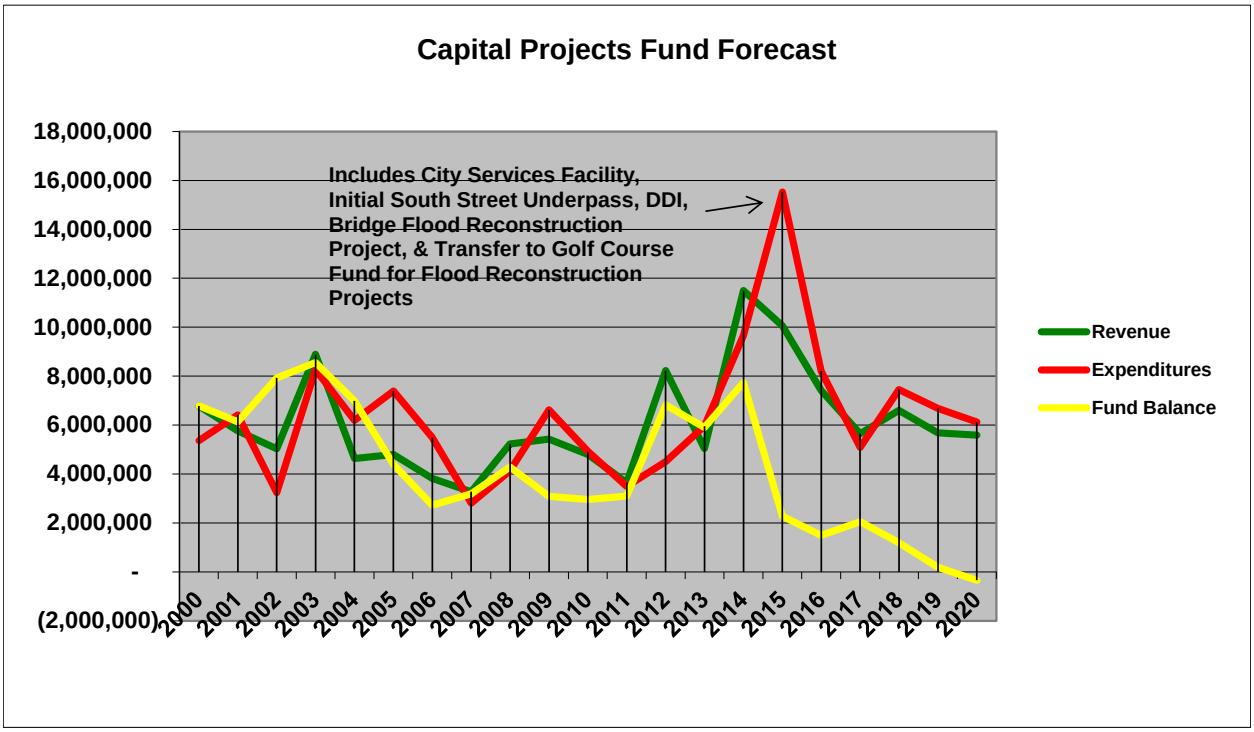
2016 Projected Expenses	Amount
Aggregate Industries	($551,992)
APC Construction Co.	($2,015,494)
Concrete Works	($683,794)
Contingency	($196,754)
Inspection/Testing/Locates	($139,727)
Crack Seal	($100,000)
Total 2016 Expenses	**($3,687,761)**

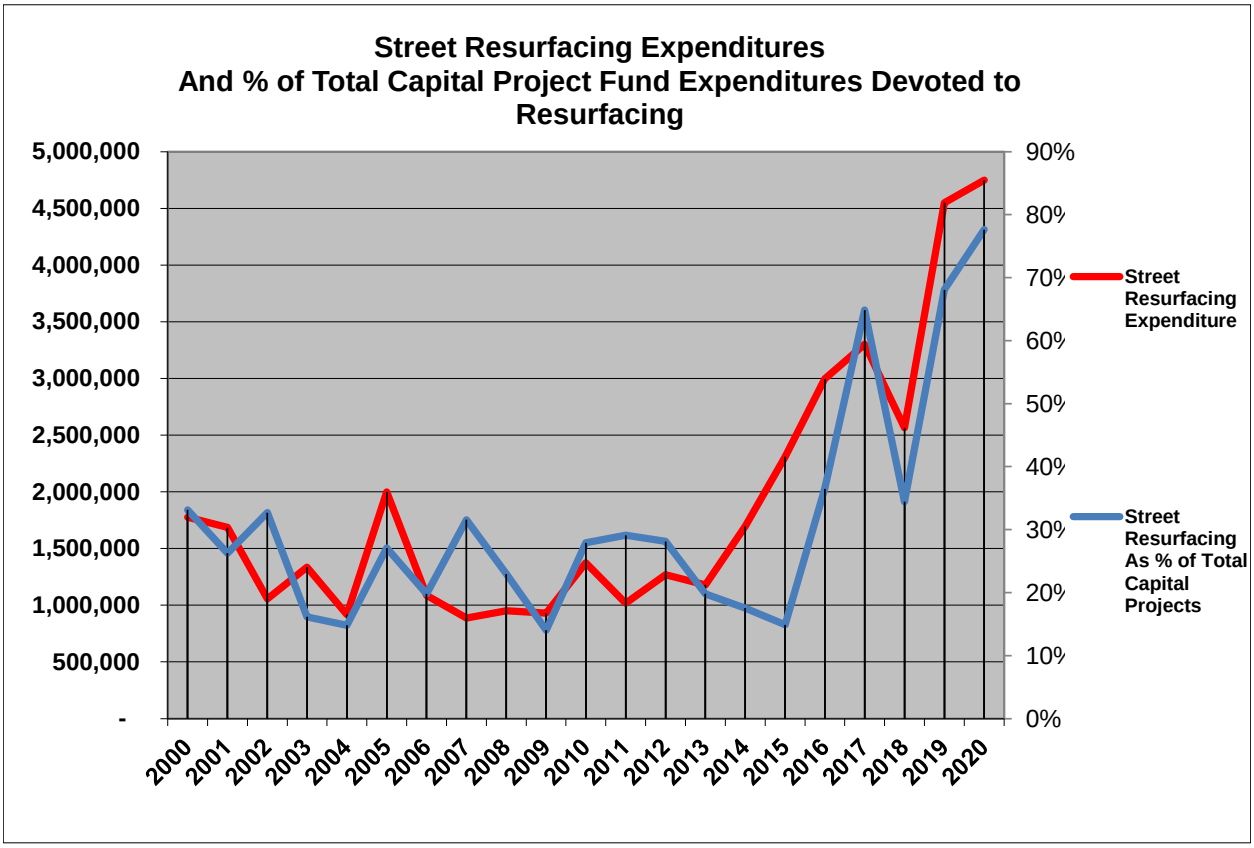
Program Level Net	Amount
2015 Budget Turnback	$306,376
2016 Budget	$3,105,000
2016 Projected Expenses	($3,687,761)
Total Program Level Net	**(276,385)**

Optional Addition:

Net w/ Middle W. Cherry	Amount
Recommended Program Net	($276,385)
Middle W. Cherry Costs	($325,030)
Total Net w/ Middle Cherry	**($601,415)**

The most recent forecast for the Capital Projects Fund is shown below. As the forecast indicates, based on current projections unless revenue is higher than projected, project costs are lower or we defer currently planned projects, the Fund will need transfers from the General Fund to cover the roughly $350,000 shortfall projected to occur in 2020. This reflects the significant planned CIP projects in the next 5 years, including over $18 million for paving along (not including another $7 million for related utility work). Planned expenditures for paving 2016 to 2020 are shown in the next graph, and the General Fund Forecast for 2016-2020 is shown after that. The General fund forecast shows roughly $800,000 in General Fund reserves above the 20% target in 2020.




Street Resurfacing Expenditures
And % of Total Capital Project Fund Expenditures Devoted to Resurfacing
5,000,000
4,500,000
4,000,000
3,500,000
3,000,000
2,500,000
2,000,000
1,500,000
1,000,000
500,000
-
90%
80%
70%
60%
50%
40%
30%
20%
10%
0%
2000
2001
2002
2003
2004
2005
2006
2007
2008
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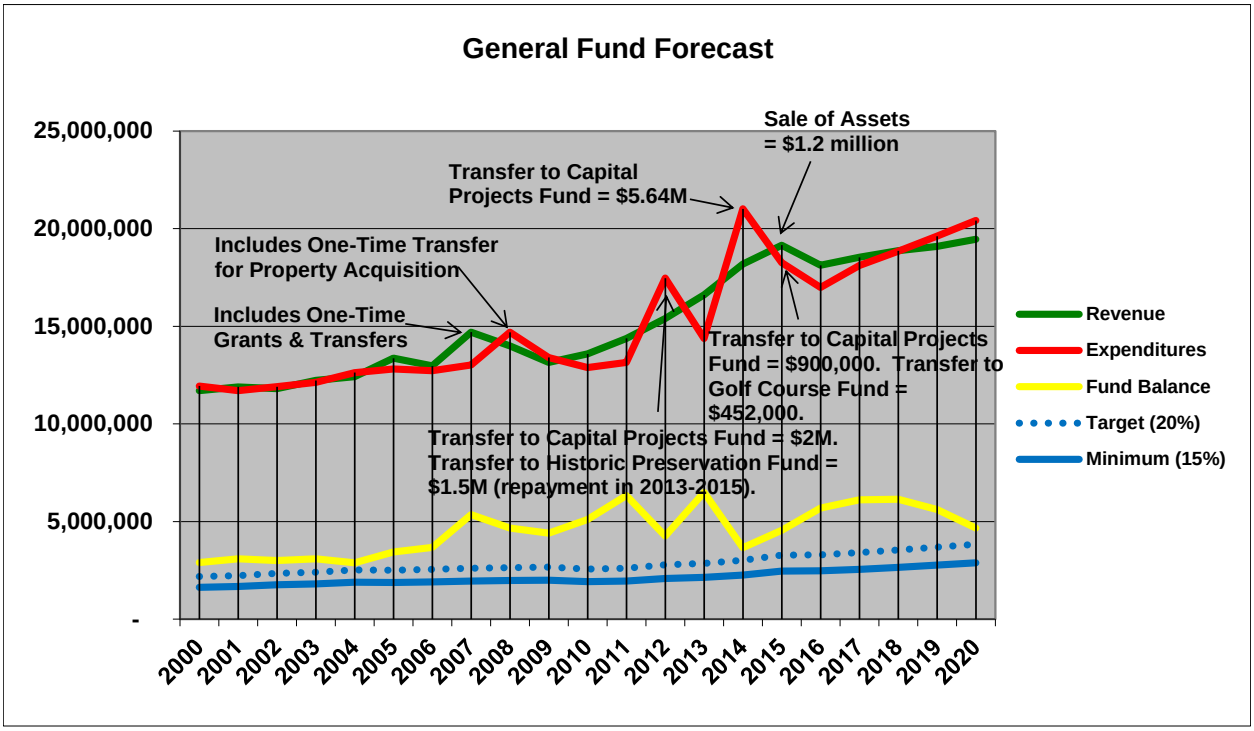
2016
2017
2018
2019
2020
Street Resurfacing Expenditure
Street Resurfacing As % of Total Capital Projects


General Fund Forecast
25,000,000
20,000,000
15,000,000
10,000,000
5,000,000
-
Sale of Assets = $1.2 million
Transfer to Capital Projects Fund = $5.64M
Includes One-Time Transfer for Property Acquisition
Includes One-Time Grants & Transfers
Transfer to Capital Projects Fund = $900,000. Transfer to Golf Course Fund = $452,000.
Transfer to Capital Projects Fund = $2M. Transfer to Historic Preservation Fund = $1.5M (repayment in 2013-2015).
2000
2001
2002
2003
2004
2005
2006
2007
2008
2009
2010
2011
2012
2013
2014
2015
2016
2017
2018
2019
2020
Revenue
Expenditures
Fund Balance
Target (20%)
Minimum (15%)

RECOMMENDATION:

Staff recommends City Council award the 2016 Asphalt Resurfacing and Reconstruction Project to Aggregate Industries per their total bid of $551,992, authorize staff to execute change orders up to $27,600 as a 5% project contingency, and authorize the Mayor, Public Works Director and City Clerk to sign and execute contract documents on behalf of the City.

Staff recommends City Council award the 2016 Hot Chip Seal Project to APC Construction Co., LLC per their total bid of $2,015,494, authorize staff to execute change orders up to $100,775 as a 5% project contingency, and authorize the Mayor, Public Works Director and City Clerk to sign and execute contract documents on behalf of the City.

Staff recommends City Council award the 2016 Concrete Replacement Project to Concrete Works per their total bid of $683,794, authorize staff to execute change orders up to $68,379 as a 10% project contingency, and authorize the Mayor, Public Works Director and City Clerk to sign and execute contract documents on behalf of the City.

Staff recommends using Capital Project Fund reserves to cover the anticipated $276,385 in unbudgeted funding needed to cover the recommended awards and all project contingencies.

ATTACHMENT(S):

1. Aggregate Industries Agreement
2. Concrete Works of Colorado Agreement
3. APC Construction Co. Agreement
4. Project Bid and Controls

AGREEMENT

THIS AGREEMENT is made and entered into this _____day of _____ in the year 2016 by and between:

CITY OF LOUISVILLE, COLORADO
(hereinafter called OWNER)

and

AGGREGATE INDUSTRIES
(hereinafter called CONTRACTOR)

OWNES and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows.

ARTICLE 1. WORK

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

PROJECT: 2016 ASPHALT RESRUFACING AND RECONSTRUCTION PROJECT
PROJECT NUMBER: 042-499-55310-04

ARTICLE 2. CONTRACT TIMES

2.1 The CONTRACTOR shall substantially complete all work by **_____** and within **30 Contract Days** after the date when the Contract Time commences to run. The Work shall be completed and ready for final payment in accordance with paragraph 14.13 of the General Conditions within **50 Contract Days** after the date when the Contract Times commence to run. The Contract Times shall commence to run on the day indicated in the Notice to Proceed.

2.2 LIQUIDATED DAMAGES. The OWNER and the CONTRACTOR agree and recognize that time is of the essence in this contract and that the OWNER will suffer financial loss if the Work is not substantially complete by the date specified in paragraph 2.1 above, plus any extensions thereof allowed in accordance with the Article 12 of the General Conditions. OWNER and CONTRACTOR also agree that such damages are uncertain in amount and difficult to measure accurately. Accordingly, the OWNER and CONTRACTOR agree that as liquidated damages, and not as a penalty, for delay in performance the CONTRACTOR shall pay the OWNER **ONE THOUSAND DOLLARS ($1,000)** for each and every **Contract Day** and portion thereof that expires after the time specified above for substantial completion of the Work until the same is finally complete and ready for final payment. The liquidated damages herein specified shall only apply to the CONTRACTOR's delay in performance, and shall not include litigation or attorneys' fees incurred by the OWNER, or other incidental or consequential damages suffered by the OWNER due to the CONTRACTOR's performance. If the OWNER charges liquidated damages to the CONTRACTOR, this shall not preclude the OWNER from commencing an action against the CONTRACTOR for other actual harm resulting from the CONTRACTOR's performance, which is not due to the CONTRACTOR's delay in performance.

ARTICLE 3. CONTRACT PRICE

3.1 The OWNER shall pay in current funds, and the CONTRACTOR agrees to accept in full payment for performance of the Work, subject to additions and deductions from extra and/or omitted work and determinations of actual quantities as provided in the Contract Documents, the Contract Price of five hundred fifty one thousand nine hundred ninety two dollars ($551,992.00) as set forth in the Bid Form of the CONTRACTOR dated December 22, 2015.

As provided in paragraph 11.9 of the General Conditions estimated quantities are not guaranteed, and determinations of actual quantities and classification are to be made by ENGINEER as provided in paragraph 9.10 of the General Conditions. Unit prices have been computed as provided in paragraph 11.9 of the General Conditions.

ARTICLE 4. PAYMENT PROCEDURES

CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by OWNER as provided in the General Conditions.

4.1 PROGRESS PAYMENTS. OWNER shall make progress payments on the basis of CONTRACTOR's Applications for Payment as recommended by ENGINEER, on or about the third Wednesday of each month during construction as provided below. All progress payments will be on the basis of the progress of the Unit Price Work based on the number of units completed as provided in the General Conditions.

4.1.1.1 Prior to final completion and acceptance, progress payments will be made in the amount equal to 95 percent of the calculated value of completed Work, and/or 95 percent of materials and equipment not incorporated in the Work (but delivered, suitably stored and accompanied by documentation satisfactory to OWNER as provided in 14.2 of the General Conditions), but in each case, less the aggregate of payments previously made and such less amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with paragraph 14.7 of the General Conditions.

If OWNER finds that satisfactory progress is being made in any phase of the Work, it may, in its discretion and upon written request by the CONTRACTOR, authorize final payment from the withheld percentage to the CONTRACTOR or subcontractors who have completed their work in a manner finally acceptable to the OWNER. Before any such payment may be made, the OWNER must, in an exercise of its discretion, determine that satisfactory and substantial reasons exist for the payment and there must be provided to the OWNER written approval from any surety furnishing bonds for the Work.

Nothing contained in this provision shall preclude the OWNER and CONTRACTOR from making other arrangements consistent with C.R.S. 24-91-105 prior to contract award.

4.2 FINAL PAYMENT. Upon final completion and acceptance of the Work in accordance with paragraph 14.13 of the General Conditions, OWNER shall pay the remainder of the Contract Price as provided in said paragraph 14.13 of the General Conditions.

ARTICLE 5. CONTRACTOR'S REPRESENTATIONS

In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

5.1 CONTRACTOR has examined and carefully studied the Contract Documents, (including the Addenda listed in paragraph 6.10) and the other related data identified in the Bidding Documents including "technical".

5.2 CONTRACTOR has inspected the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Work.

5.3 CONTRACTOR is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress and furnishing of the Work.

5.4 CONTRACTOR has carefully studied all reports of exploration and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions relating to surface or subsurface structures at or contiguous to the site (Except Underground facilities) which have been identified in the General Conditions as provided in paragraph 4.2.1 of the General Conditions. CONTRACTOR accepts the determination set forth in paragraph 4.2 of the General Conditions. CONTRACTOR acknowledges that such reports and drawings are not Contract Documents and may not be complete for CONTRACTOR's purposes. CONTRACTOR acknowledges that OWNER and ENGINEER do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to such reports, drawings or to Underground Facilities at or contiguous to the site. CONTRACTOR has conducted, obtained and carefully studied (or assume responsibility for having done so) all necessary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto. CONTRACTOR does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.

5.5 CONTRACTOR has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports, studies or similar information or data in respect of said Underground Facilities are or will be required by CONTRACTOR in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraph 4.3 of the General Conditions.

5.6 CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the site that relates to the Work as indicated in the Contract Documents.

5.7 CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests studies and data with the Contract Documents.

5.8 CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities or discrepancies that CONTRACTOR has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing the Work.

ARTICLE 6. CONTRACT DOCUMENTS

The Contract Documents, which constitute the entire agreement between OWNER and CONTRACTOR concerning the Work, are all written documents, which define the Work and the obligations of the Contractor in performing the Work and the OWNER in providing compensation for the Work. The Contract Documents include the following:

6.1 Invitation to Bid.

6.2 Instruction to Bidders.

6.3 Bid Form.

6.4 This Agreement.

6.5 General Conditions.

6.6 Supplementary Conditions.

6.7 General Requirements.

6.8 Technical Specifications.

6.9 Drawings with each sheet bearing the title: **2016 ASPHALT RESURFACING AND RECONSTRUCTION PROJECT**

6.10 Change Orders, Addenda and other documents which may be required or specified including:

6.10.1 Addenda No. _0_ to _1_ exclusive
6.10.2 Documentation submitted by CONTRACTOR prior to Notice of Award.
6.10.3 Schedule of Subcontractors
6.10.4 Anti-Collusion Affidavit
6.10.5 Certification of EEO Compliance
6.10.6 Notice of Award
6.10.7 Performance Bond
6.10.8 Labor and Material Payment Bond
6.10.9 Certificates of Insurance
6.10.10 Notice to Proceed
6.10.11 Contractor's Proposal Request
6.10.12 Contractor's Overtime Request
6.10.13 Field Order
6.10.14 Work Change Directive
6.10.15 Change Order
6.10.16 Application for Payment
6.10.17 Certificate of Substantial Completion
6.10.18 Claim Release
6.10.19 Final Inspection Report

6.10.20 Certificate of Final Completion
6.10.21 Guarantee Period Inspection Report

6.11 The following which may be delivered or issued after the Effective Date of the Agreement and are attached hereto: All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents pursuant to paragraphs 3.5 and 3.6 of the General Conditions.

6.12 In the event of conflict between the above documents, the prevailing document shall be as follows:

1. Permits from other agencies as may be required.

2. Special Provisions and Detail Drawings.

3. Technical Specifications and Drawings. Drawings and Technical Specifications are intended to be complementary. Anything shown or called for in one and omitted in another is binding as if called for or shown by both.

4. Supplementary Conditions.

5. General Conditions.

6. City of Louisville Design and Construction Standards.

7. Reference Specifications.

In case of conflict between prevailing references above, the one having the more stringent requirements shall govern.

There are no Contract Documents other than those listed above in this Article 6. The Contract Documents may only be amended, modified or supplemented as provided in paragraphs 3.5 and 3.6 of the General Conditions.

ARTICLE 7. MISCELLANEOUS

7.1 Terms used in this Agreement, which are defined in Article 1 of the General Conditions, shall have the meanings indicated in the General Conditions.

7.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge that assignor from any duty or responsibility under the Contract Documents.

7.3 OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

ARTICLE 8. OTHER PROVISIONS

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in duplicate. One counterpart each has been delivered to OWNER and CONTRACTOR. All portions of the Contract Documents have been signed, initialed or identified by OWNER and CONTRACTOR.

This Agreement will be effective on _____, 2016.

OWNER: CITY OF LOUISVILLE, COLORADO

By: _____
Robert P. Muckle, Mayor

(CORPORATE SEAL)

Attest: _____
Nancy Varra, City Clerk

Address for giving notices:

749 Main Street
Louisville, Colorado
80027

Attention: City Engineer

CONTRACTOR: _____

By: _____

(CORPORATE SEAL)

Attest: _____

Address for giving notices:

_____

_____

_____

AGREEMENT

THIS AGREEMENT is made and entered into this __ day of ___ in the year 2016 by and between:

CITY OF LOUISVILLE, COLORADO
(hereinafter called OWNER)

and

CONCRETE WORKS OF COLORADO
(hereinafter called CONTRACTOR)

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows.

ARTICLE 1. WORK

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

PROJECT: 2016 CONCRETE REPLACEMENT PROJECT
PROJECT NUMBER: 042-499-55310-03

ARTICLE 2. CONTRACT TIMES

2.1 The CONTRACTOR shall substantially complete all work by _____ and within **56 Contract Days** after the date when the Contract Time commences to run. The Work shall be completed and ready for final payment in accordance with paragraph 14.13 of the General Conditions within **76 Contract Days** after the date when the Contract Times commence to run. The Contract Times shall commence to run on the day indicated in the Notice to Proceed.

2.2 LIQUIDATED DAMAGES. The OWNER and the CONTRACTOR agree and recognize that time is of the essence in this contract and that the OWNER will suffer financial loss if the Work is not substantially complete by the date specified in paragraph 2.1 above, plus any extensions thereof allowed in accordance with the Article 12 of the General Conditions. OWNER and CONTRACTOR also agree that such damages are uncertain in amount and difficult to measure accurately. Accordingly, the OWNER and CONTRACTOR agree that as liquidated damages, and not as a penalty, for delay in performance the CONTRACTOR shall pay the OWNER **FOUR HUNDRED DOLLARS ($400)** for each and every **Contract Day** and portion thereof that expires after the time specified above for substantial completion of the Work until the same is finally complete and ready for final payment. The liquidated damages herein specified shall only apply to the CONTRACTOR's delay in performance, and shall not include litigation or attorneys' fees incurred by the OWNER, or other incidental or consequential damages suffered by the OWNER due to the CONTRACTOR's performance. If the OWNER charges liquidated damages to the CONTRACTOR, this shall not preclude the OWNER from commencing an action against the CONTRACTOR for other actual harm resulting from the CONTRACTOR's performance, which is not due to the CONTRACTOR's delay in performance.

ARTICLE 3. CONTRACT PRICE

3.1 The OWNER shall pay in current funds, and the CONTRACTOR agrees to accept in full payment for performance of the Work, subject to additions and deductions from extra and/or omitted work and determinations of actual quantities as provided in the Contract Documents, the Contract Price of six hundred eighty three thousand seven hundred ninety four dollars ($683,794.00) as set forth in the Bid Form of the CONTRACTOR dated December 22, 2015.

As provided in paragraph 11.9 of the General Conditions estimated quantities are not guaranteed, and determinations of actual quantities and classification are to be made by ENGINEER as provided in paragraph 9.10 of the General Conditions. Unit prices have been computed as provided in paragraph 11.9 of the General Conditions.

ARTICLE 4. PAYMENT PROCEDURES

CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by OWNER as provided in the General Conditions.

4.1 PROGRESS PAYMENTS. OWNER shall make progress payments on the basis of CONTRACTOR's Applications for Payment as recommended by ENGINEER, on or about the third Wednesday of each month during construction as provided below. All progress payments will be on the basis of the progress of the Unit Price Work based on the number of units completed as provided in the General Conditions.

4.1.1.1 Prior to final completion and acceptance, progress payments will be made in the amount equal to 95 percent of the calculated value of completed Work, and/or 95 percent of materials and equipment not incorporated in the Work (but delivered, suitably stored and accompanied by documentation satisfactory to OWNER as provided in 14.2 of the General Conditions), but in each case, less the aggregate of payments previously made and such less amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with paragraph 14.7 of the General Conditions.

If OWNER finds that satisfactory progress is being made in any phase of the Work, it may, in its discretion and upon written request by the CONTRACTOR, authorize final payment from the withheld percentage to the CONTRACTOR or subcontractors who have completed their work in a manner finally acceptable to the OWNER. Before any such payment may be made, the OWNER must, in an exercise of its discretion, determine that satisfactory and substantial reasons exist for the payment and there must be provided to the OWNER written approval from any surety furnishing bonds for the Work.

Nothing contained in this provision shall preclude the OWNER and CONTRACTOR from making other arrangements consistent with C.R.S. 24-91-105 prior to contract award.

4.2 FINAL PAYMENT. Upon final completion and acceptance of the Work in accordance with paragraph 14.13 of the General Conditions, OWNER shall pay the remainder of the Contract Price as provided in said paragraph 14.13 of the General Conditions.

ARTICLE 5. CONTRACTOR'S REPRESENTATIONS

In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

5.1 CONTRACTOR has examined and carefully studied the Contract Documents, (including the Addenda listed in paragraph 6.10) and the other related data identified in the Bidding Documents including "technical".

5.2 CONTRACTOR has inspected the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Work.

5.3 CONTRACTOR is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress and furnishing of the Work.

5.4 CONTRACTOR has carefully studied all reports of exploration and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions relating to surface or subsurface structures at or contiguous to the site (Except Underground facilities) which have been identified in the General Conditions as provided in paragraph 4.2.1 of the General Conditions. CONTRACTOR accepts the determination set forth in paragraph 4.2 of the General Conditions. CONTRACTOR acknowledges that such reports and drawings are not Contract Documents and may not be complete for CONTRACTOR's purposes. CONTRACTOR acknowledges that OWNER and ENGINEER do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to such reports, drawings or to Underground Facilities at or contiguous to the site. CONTRACTOR has conducted, obtained and carefully studied (or assume responsibility for having done so) all necessary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto. CONTRACTOR does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.

5.5 CONTRACTOR has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports, studies or similar information or data in respect of said Underground Facilities are or will be required by CONTRACTOR in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraph 4.3 of the General Conditions.

5.6 CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the site that relates to the Work as indicated in the Contract Documents.

5.7 CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests studies and data with the Contract Documents.

5.8 CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities or discrepancies that CONTRACTOR has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing the Work.

ARTICLE 6. CONTRACT DOCUMENTS

The Contract Documents, which constitute the entire agreement between OWNER and CONTRACTOR concerning the Work, are all written documents, which define the Work and the obligations of the Contractor in performing the Work and the OWNER in providing compensation for the Work. The Contract Documents include the following:

6.1 Invitation to Bid.

6.2 Instruction to Bidders.

6.3 Bid Form.

6.4 This Agreement.

6.5 General Conditions.

6.6 Supplementary Conditions.

6.7 General Requirements.

6.8 Technical Specifications.

6.9 Drawings with each sheet bearing the title: **2016 Concrete Replacement Project.**

6.10 Change Orders, Addenda and other documents which may be required or specified including:

6.10.1 Addenda No. _0_ to _1_ exclusive
6.10.2 Documentation submitted by CONTRACTOR prior to Notice of Award.
6.10.3 Schedule of Subcontractors
6.10.4 Anti-Collusion Affidavit
6.10.5 Certification of EEO Compliance
6.10.6 Notice of Award
6.10.7 Performance Bond
6.10.8 Labor and Material Payment Bond
6.10.9 Certificates of Insurance
6.10.10 Notice to Proceed
6.10.11 Contractor's Proposal Request
6.10.12 Contractor's Overtime Request
6.10.13 Field Order
6.10.14 Work Change Directive
6.10.15 Change Order
6.10.16 Application for Payment
6.10.17 Certificate of Substantial Completion
6.10.18 Claim Release
6.10.19 Final Inspection Report
6.10.20 Certificate of Final Completion

6.10.21 Guarantee Period Inspection Report

6.11 The following which may be delivered or issued after the Effective Date of the Agreement and are attached hereto: All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents pursuant to paragraphs 3.5 and 3.6 of the General Conditions.

6.12 In the event of conflict between the above documents, the prevailing document shall be as follows:

1. Permits from other agencies as may be required.

2. Special Provisions and Detail Drawings.

3. Technical Specifications and Drawings. Drawings and Technical Specifications are intended to be complementary. Anything shown or called for in one and omitted in another is binding as if called for or shown by both.

4. Supplementary Conditions.

5. General Conditions.

6. City of Louisville Design and Construction Standards.

7. Reference Specifications.

In case of conflict between prevailing references above, the one having the more stringent requirements shall govern.

There are no Contract Documents other than those listed above in this Article 6. The Contract Documents may only be amended, modified or supplemented as provided in paragraphs 3.5 and 3.6 of the General Conditions.

ARTICLE 7. MISCELLANEOUS

7.1 Terms used in this Agreement, which are defined in Article 1 of the General Conditions, shall have the meanings indicated in the General Conditions.

7.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge that assignor from any duty or responsibility under the Contract Documents.

7.3 OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

ARTICLE 8. OTHER PROVISIONS

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in duplicate. One counterpart each has been delivered to OWNER and CONTRACTOR. All portions of the Contract Documents have been signed, initialed or identified by OWNER and CONTRACTOR.

This Agreement will be effective on _____, 2016.

OWNER: CITY OF LOUISVILLE, COLORADO

By: _____
Robert P. Muckle, Mayor

(CORPORATE SEAL)

Attest: _____
Nancy Varra, City Clerk

Address for giving notices:

749 Main Street
Louisville, Colorado
80027

Attention: City Engineer

CONTRACTOR: _____

By: _____

(CORPORATE SEAL)

Attest: _____

Address for giving notices:

_____

_____

_____

AGREEMENT

THIS AGREEMENT is made and entered into this _____day of _____ in the year 2016 by and between:

CITY OF LOUISVILLE, COLORADO
(hereinafter called OWNER)

and

APC CONSTRUCTION CO.
(hereinafter called CONTRACTOR)

OWNES and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows.

ARTICLE 1. WORK

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

PROJECT: 2016 HOT CHIP SEAL PROJECT
PROJECT NUMBER: 042-499-55310-04

ARTICLE 2. CONTRACT TIMES

2.1 The CONTRACTOR shall substantially complete all work by **_____** and within **50 Contract Days** after the date when the Contract Time commences to run. The Work shall be completed and ready for final payment in accordance with paragraph 14.13 of the General Conditions within **70 Contract Days** after the date when the Contract Times commence to run. The Contract Times shall commence to run on the day indicated in the Notice to Proceed.

2.2 LIQUIDATED DAMAGES. The OWNER and the CONTRACTOR agree and recognize that time is of the essence in this contract and that the OWNER will suffer financial loss if the Work is not substantially complete by the date specified in paragraph 2.1 above, plus any extensions thereof allowed in accordance with the Article 12 of the General Conditions. OWNER and CONTRACTOR also agree that such damages are uncertain in amount and difficult to measure accurately. Accordingly, the OWNER and CONTRACTOR agree that as liquidated damages, and not as a penalty, for delay in performance the CONTRACTOR shall pay the OWNER **ONE THOUSAND DOLLARS ($1,000)** for each and every **Contract Day** and portion thereof that expires after the time specified above for substantial completion of the Work until the same is finally complete and ready for final payment. The liquidated damages herein specified shall only apply to the CONTRACTOR's delay in performance, and shall not include litigation or attorneys' fees incurred by the OWNER, or other incidental or consequential damages suffered by the OWNER due to the CONTRACTOR's performance. If the OWNER charges liquidated damages to the CONTRACTOR, this shall not preclude the OWNER from commencing an action against the CONTRACTOR for other actual harm resulting from the CONTRACTOR's performance, which is not due to the CONTRACTOR's delay in performance.

ARTICLE 3. CONTRACT PRICE

3.1 The OWNER shall pay in current funds, and the CONTRACTOR agrees to accept in full payment for performance of the Work, subject to additions and deductions from extra and/or omitted work and determinations of actual quantities as provided in the Contract Documents, the Contract Price of two million fifteen thousand four hundred ninety three dollars and eleven cents ($2,015,493.11) as set forth in the Bid Form of the CONTRACTOR dated December 22, 2015.

As provided in paragraph 11.9 of the General Conditions estimated quantities are not guaranteed, and determinations of actual quantities and classification are to be made by ENGINEER as provided in paragraph 9.10 of the General Conditions. Unit prices have been computed as provided in paragraph 11.9 of the General Conditions.

ARTICLE 4. PAYMENT PROCEDURES

CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by OWNER as provided in the General Conditions.

4.1 PROGRESS PAYMENTS. OWNER shall make progress payments on the basis of CONTRACTOR's Applications for Payment as recommended by ENGINEER, on or about the third Wednesday of each month during construction as provided below. All progress payments will be on the basis of the progress of the Unit Price Work based on the number of units completed as provided in the General Conditions.

4.1.1.1 Prior to final completion and acceptance, progress payments will be made in the amount equal to 95 percent of the calculated value of completed Work, and/or 95 percent of materials and equipment not incorporated in the Work (but delivered, suitably stored and accompanied by documentation satisfactory to OWNER as provided in 14.2 of the General Conditions), but in each case, less the aggregate of payments previously made and such less amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with paragraph 14.7 of the General Conditions.

If OWNER finds that satisfactory progress is being made in any phase of the Work, it may, in its discretion and upon written request by the CONTRACTOR, authorize final payment from the withheld percentage to the CONTRACTOR or subcontractors who have completed their work in a manner finally acceptable to the OWNER. Before any such payment may be made, the OWNER must, in an exercise of its discretion, determine that satisfactory and substantial reasons exist for the payment and there must be provided to the OWNER written approval from any surety furnishing bonds for the Work.

Nothing contained in this provision shall preclude the OWNER and CONTRACTOR from making other arrangements consistent with C.R.S. 24-91-105 prior to contract award.

4.2 FINAL PAYMENT. Upon final completion and acceptance of the Work in accordance with paragraph 14.13 of the General Conditions, OWNER shall pay the remainder of the Contract Price as provided in said paragraph 14.13 of the General Conditions.

ARTICLE 5. CONTRACTOR'S REPRESENTATIONS

In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

5.1 CONTRACTOR has examined and carefully studied the Contract Documents, (including the Addenda listed in paragraph 6.10) and the other related data identified in the Bidding Documents including "technical".

5.2 CONTRACTOR has inspected the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Work.

5.3 CONTRACTOR is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress and furnishing of the Work.

5.4 CONTRACTOR has carefully studied all reports of exploration and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions relating to surface or subsurface structures at or contiguous to the site (Except Underground facilities) which have been identified in the General Conditions as provided in paragraph 4.2.1 of the General Conditions. CONTRACTOR accepts the determination set forth in paragraph 4.2 of the General Conditions. CONTRACTOR acknowledges that such reports and drawings are not Contract Documents and may not be complete for CONTRACTOR's purposes. CONTRACTOR acknowledges that OWNER and ENGINEER do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to such reports, drawings or to Underground Facilities at or contiguous to the site. CONTRACTOR has conducted, obtained and carefully studied (or assume responsibility for having done so) all necessary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto. CONTRACTOR does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.

5.5 CONTRACTOR has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports, studies or similar information or data in respect of said Underground Facilities are or will be required by CONTRACTOR in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraph 4.3 of the General Conditions.

5.6 CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the site that relates to the Work as indicated in the Contract Documents.

5.7 CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests studies and data with the Contract Documents.

5.8 CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities or discrepancies that CONTRACTOR has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing the Work.

ARTICLE 6. CONTRACT DOCUMENTS

The Contract Documents, which constitute the entire agreement between OWNER and CONTRACTOR concerning the Work, are all written documents, which define the Work and the obligations of the Contractor in performing the Work and the OWNER in providing compensation for the Work. The Contract Documents include the following:

6.1 Invitation to Bid.

6.2 Instruction to Bidders.

6.3 Bid Form.

6.4 This Agreement.

6.5 General Conditions.

6.6 Supplementary Conditions.

6.7 General Requirements.

6.8 Technical Specifications.

6.9 Drawings with each sheet bearing the title: **2016 HOT CHIPSEAL PROJECT**

6.10 Change Orders, Addenda and other documents which may be required or specified including:

6.10.1 Addenda No. _0_ to _1_ exclusive
6.10.2 Documentation submitted by CONTRACTOR prior to Notice of Award.
6.10.3 Schedule of Subcontractors
6.10.4 Anti-Collusion Affidavit
6.10.5 Certification of EEO Compliance
6.10.6 Notice of Award
6.10.7 Performance Bond
6.10.8 Labor and Material Payment Bond
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6.10.11 Contractor's Proposal Request
6.10.12 Contractor's Overtime Request
6.10.13 Field Order
6.10.14 Work Change Directive
6.10.15 Change Order
6.10.16 Application for Payment
6.10.17 Certificate of Substantial Completion
6.10.18 Claim Release
6.10.19 Final Inspection Report

6.10.20 Certificate of Final Completion
6.10.21 Guarantee Period Inspection Report

6.11 The following which may be delivered or issued after the Effective Date of the Agreement and are attached hereto: All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents pursuant to paragraphs 3.5 and 3.6 of the General Conditions.

6.12 In the event of conflict between the above documents, the prevailing document shall be as follows:

1. Permits from other agencies as may be required.

2. Special Provisions and Detail Drawings.

3. Technical Specifications and Drawings. Drawings and Technical Specifications are intended to be complementary. Anything shown or called for in one and omitted in another is binding as if called for or shown by both.

4. Supplementary Conditions.

5. General Conditions.

6. City of Louisville Design and Construction Standards.

7. Reference Specifications.

In case of conflict between prevailing references above, the one having the more stringent requirements shall govern.

There are no Contract Documents other than those listed above in this Article 6. The Contract Documents may only be amended, modified or supplemented as provided in paragraphs 3.5 and 3.6 of the General Conditions.

ARTICLE 7. MISCELLANEOUS

7.1 Terms used in this Agreement, which are defined in Article 1 of the General Conditions, shall have the meanings indicated in the General Conditions.

7.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge that assignor from any duty or responsibility under the Contract Documents.

7.3 OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

ARTICLE 8. OTHER PROVISIONS

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in duplicate. One counterpart each has been delivered to OWNER and CONTRACTOR. All portions of the Contract Documents have been signed, initialed or identified by OWNER and CONTRACTOR.

This Agreement will be effective on _____, 2016.

OWNER: CITY OF LOUISVILLE, COLORADO

By: _____
Robert P. Muckle, Mayor

(CORPORATE SEAL)

Attest: _____
Nancy Varra, City Clerk

Address for giving notices:

749 Main Street
Louisville, Colorado
80027

Attention: City Engineer

CONTRACTOR: _____

By: _____

(CORPORATE SEAL)

Attest: _____

Address for giving notices:

_____

_____

_____

2016 Street Improvements Project Financial Data
(Street Improvement, Booster, Concrete)

1. Low Bid Sub Total Costs

1A. Paving

Bid Open: December 22, 2015
Number of Bidders: 5
Low Bidder: Aggregate Industries

McCaslin Blvd (US 36 to Dillon Rd)	$175,480.50
Jefferson Ave (Lafayette St to Short St)	$142,212.75
Lafarge Ave (Lafayette St to Caledonia St)	$60,008.50
Lafarge Ave (Caledonia St to Short St)	$75,097.25
Lafarge Ave (Short St to South St)	$77,387.00
Miscellaneous Patching	$21,806.00

1B. Hot Chip Paving

Bid Open: December 22, 2015
Number of Bidders: 1
Low Bidder: APC Construction Company

McCaslin Blvd (SBR to Via Appia)	$929,930.01
W. Cherry St (McCaslin Blvd to Ped Crossing)	$324,804.10
W. Cherry St (Coal Creek Ln to S. Carter Ct)	$258,417.20
S. 88th St (Dillon Rd. to Tape Dr.)	$457,341.80
Bid Alt 1 – W. Cherry St (Ped Crossing to Coal Creek Ln)	$278,123.60

1C. Concrete

Bid Open: December 22, 2015
Number of Bidders: 2
Low Bidder: Concrete Works

McCaslin Blvd (City Limits to Dillon Rd)	$16,290.00
McCaslin Blvd (SBR to Via Appia)	$237,905.00
W. Cherry St (McCaslin Blvd to Ped Crossing)	$28,501.00
S. 88th St (Dillon Rd to Tape Dr)	$78,082.00
Miscellaneous Concrete	$23,058.00
Parks Concrete	$17,464.00
S. Front St Path	$19,128.00
Jefferson Ave (Short St to Lafayette St)	$112,685.00
Lafarge Ave (Lafayette St to South St)	$150,681.00

2. Project Accounting Controls and Components

STREET RECONSTRUCTION PROGRAM

Description	Account No.	Expenses	Contractor
Concrete Contract	042-499-55310-04	$360,778.00	Concrete Works
Asphalt Contract	042-499-55310-04	$197,286.50	Aggregate
Hot Chip Contract	042-499-55310-04	$2,015,493.11	APC
Soft Costs	042-499-55310-04	$84,727.00	Other
10% Contingency Concrete	042-499-55310-04	$36,077.80	Staff
5% Contingency Asphalt	042-499-55310-04	$9,864.00	Staff
5% Contingency Hot Chip	042-499-55310-04	$100,775.00	Staff
Crack Seal	042-499-55310-04	$100,000.00	Other
Total Expenditure	042-499-55310-04	$2,905,001.41	
Budget	042-499-55310-04	$1,950,000.00	
Net		**($955,001.41)**	

PAVEMENT BOOSTER PROGRAM

Description	Account No.	Expenses	Contractor
Concrete Contract	042-499-55310-74	$263,366.00	Concrete Works
Asphalt Contract	042-499-55310-74	$354,705.50	Aggregate
Soft Costs	042-499-55310-74	$48,500.00	Other
5% Contingency Concrete	042-499-55310-74	$13,168.30	Staff
5% Contingency Asphalt	042-499-55310-74	$17,735.28	Staff
Total Expenditure	042-499-55310-74	$697,475.08	
Budget	042-499-55310-74	$1,045,000.00	
Net		**$347,524.92**	

FRONT STREET PASS THROUGH TO COMMUNITY PARK

Description	Account No.	Expenses	Contractor
Concrete Replacement	042-499-55310-79	$19,128.00	Concrete Works
Soft Costs	042-499-55310-79	$1,000.00	Other
10% Contingency Concrete	042-499-55310-79	$1,913.00	Staff
Total Expenditure	042-499-55310-79	$22,041.00	
Budget	042-499-55310-79	$10,000.00	
Net		**($12,041.00)**	

PARKS CONCRETE

Description	Account No.	Expenses	Contractor
Concrete Replacement	028-799-55330-06	$17,464.00	Concrete Works
Soft Costs	028-799-55330-06	$1,000.00	Other
10% Contingency Concrete	028-799-55330-06	$1,746.00	Staff
Total Expenditure	028-799-55330-06	$20,210.00	
Budget	028-799-55330-06	$10,000.00	
Net		**($10,210.00)**	

MISCELLANEOUS CONCRETE

Description	Account No.	Expenses	Contractor
Concrete Replacement	042-499-55310-03	$23,058.00	Concrete Works
Soft Costs	042-499-55310-03	$4,500.00	Other
10% Contingency Concrete	042-499-55310-03	$2,306.00	Staff
Total Expenditure	042-499-55310-03	$29,864.00	
Budget	042-499-55310-03	$90,000.00	
Net		**$60,136.00**	