City of Louisville
COLORADO • SINCE 1878

City Council

Agenda

Tuesday, July 5, 2016
City Hall, Council Chambers
749 Main Street
7:00 pm

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

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. APPROVAL OF AGENDA

4. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

Council requests that public comments be limited to 3 minutes. When several people wish to speak on the same position on a given item, Council requests they select a spokesperson to state that position.

5. CONSENT AGENDA

The following items on the City Council Agenda are considered routine by the City Manager and shall be approved, adopted, accepted, etc., by motion of the City Council and roll call vote unless the Mayor or a City Council person specifically requests that such item be considered under "Regular Business." In such an event the item shall be removed from the "Consent Agenda" and Council action taken separately on said item in the order appearing on the Agenda. Those items so approved under the heading "Consent Agenda" will appear in the Council Minutes in their proper order.

A. Approval of Bills
B. Approval of Minutes: June 7, 2016 Special Meeting; June 7, 2016 Budget Meeting; June 14, 2016
C. Approve a Contract Amendment between the City of Louisville and Michael Baker International for the 95th Street Bridge Replacement
D. Approve a Contract Amendment between the City of Louisville and KDG Engineering and Sustainable Traffic Solutions for the State Highway 42 and Short Street Geometric and Traffic Signal Improvements
E. Approve Resolution No. 31, Series 2016 – A Resolution Approving an Amendment to an Agreement with the Urban Drainage and Flood Control District for the Drainageway A-2 Improvements Project

Citizen Information

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

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

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

7. CITY MANAGER'S REPORT

8. REGULAR BUSINESS

7:15 – 7:45 pm

A. RESOLUTION NO. 32, SERIES 2016 – A RESOLUTION APPROVING AN ICONIC SIGN DESIGNATION FOR THE FORMER STANDARD OIL SIGN LOCATED AT 947 PINE STREET

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

7:45 – 8:15 pm

B. ORDINANCE NO. 1721, SERIES 2016 – AN ORDINANCE APPROVING A BOUNDARY LINE AGREEMENT CONCERNING CERTAIN BOUNDARIES OF MEMORY SQUARE PARK 2nd Reading – Public Hearing – Advertised *Daily Camera* 06/19/2016

- 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

8:15 – 9:00 pm

C. DISCUSSION/DIRECTION: OPEN SPACE RANKING ACQUISITION POLICY

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

9:00 – 9:30 pm

D. DISCUSSION/DIRECTION – POSSIBLE 2016 BALLOT QUESTION FOR EXTENSION OF HISTORIC PRESERVATION TAX

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

9:30 – 9:45 pm

E. EXERCISE SOLAR PV EQUIPMENT FIVE YEAR PURCHASE OPTION WITH ZIONS CREDIT CORPORATION

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

9:45 – 10:45 pm

F. BLUE PARROT PARKING LOT PURCHASE

1. ORDINANCE NO. 1722, SERIES 2016 - AN ORDINANCE AUTHORIZING THE PAYMENT OF CITY MONEYS FOR THE CITY'S ACQUISITION OF PROPERTY LEGALLY DESCRIBED AS LOTS 9 AND 10, BLOCK 4, LOUISVILLE OLD TOWN – 1st Reading – Set Public Hearing 07/19/2016

- City Attorney Introduction
- Action

2. RESOLUTION NO. 33, SERIES 2016 - A RESOLUTION APPROVING A PURCHASE CONTRACT TO BUY AND SELL REAL ESTATE FOR THE CITY'S ACQUISITION OF PROPERTY LEGALLY DESCRIBED AS LOTS 9 AND 10, BLOCK 4, LOUISVILLE OLD TOWN – *Continue to 07/19/2016*

9. CITY ATTORNEY'S REPORT

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

A. UPDATE FROM LEGAL REVIEW COMMITTEE REGARDING MUNICIPAL JUDGE APPOINTMENT

11. ADJOURNMENT

City of Louisville
Cash Disbursement Edit List

Batch: 95017 Period: 06/09/16

FOR BANK ACCOUNT: 4 FIRST NATIONAL BANK OF COLORAD Control Disbursement Account

Vendor/ Remit#	Invoice Number	Description	Invoice Date	Due Date	Invoice Amount	Check Amount
5754-1	BNSF RAILWAY CO					
	050216A	BNSF PERMANENT EASEMENT	05/02/16	06/01/16	45,505.00	
	050216A	BNSF PERMANENT EASEMENT	05/02/16	06/01/16	2,395.00	47,900.00
5255-1	FAMILY SUPPORT REGISTRY					
	060316	EMPLOYEE GARNISHMENT PP#11	06/03/16	07/03/16	211.50	211.50
14154-1	INTEGRA TELECOM					
	13886760	JUN 16 PHONE CIRCUITS	05/21/16	06/20/16	474.02	
	13886760	JUN 16 PHONE CIRCUITS	05/21/16	06/20/16	13.37	
	13886760	JUN 16 PHONE CIRCUITS	05/21/16	06/20/16	11.14	
	13886760	JUN 16 PHONE CIRCUITS	05/21/16	06/20/16	11.49	510.02
14002-1	KANSAS PAYMENT CENTER					
	060316	EMPLOYEE GARNISHMENT PP#11	06/03/16	07/03/16	270.46	270.46
14246-1	MANAGER OF FINANCE					
	060316	EMPLOYEE GARNISHMENT PP#11	06/03/16	07/03/16	57.72	57.72
3735-1	PETTY CASH - BARB KELLEY					
	060716	PETTY CASH FRONT DESK	06/07/16	07/07/16	65.04	
	060716	PETTY CASH FRONT DESK	06/07/16	07/07/16	110.98	
	060716	PETTY CASH FRONT DESK	06/07/16	07/07/16	146.33	322.35
55	CHICAGO TITLE					
	U!00001032	15964/145082201: 945 LINCOLN A	06/07/16	06/07/16	75.98	75.98
55	First American Title					
	U!00001033	18132/333072801: 1680 Washingt	06/07/16	06/07/16	135.56	135.56
55	NISEWANER PROPERTIES					
	U!00001034	18270/0135112501: UTILITY REFU	06/07/16	06/07/16	127.21	127.21
	BANK TOTAL PAYMENTS				49,610.80	49,610.80
	GRAND TOTAL PAYMENTS				49,610.80	49,610.80

City of Louisville
Cash Disbursement Edit List

Batch: 95077 Period: 06/16/16

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	
8575-1	BC INTERIORS					
	61850	CLERK OFFICE FURNITURE DEPOSIT	06/13/16	07/13/16	1,761.00	1,761.00
1115-1	COLONIAL INSURANCE					
	0601097	#9711888 JUN 16 EMPLOYEE PREM	06/01/16	07/01/16	578.77	578.77
13132-1	COLORADO DEPT OF HUMAN SERVICES					
	061216	BACKGROUND CHECKS STATE LIC	06/12/16	07/12/16	112.00	112.00
14263-1	DIESEL SERVICE AND SUPPLY					
	145004275	GENERATOR TRANSFER SWITCH WWTP	05/25/16	06/24/16	7,268.31	7,268.31
14242-1	H2 DEVELOPMENT SERVICES LLC					
	PP01053116	SOUTH ST CONSTRUCTION	06/07/16	07/07/16	168,657.29	
	PP01053116	SOUTH ST CONSTRUCTION	06/07/16	07/07/16	100,265.42	
	PP01053116	SOUTH ST CONSTRUCTION	06/07/16	07/07/16	8,017.76	276,940.47
14071-1	MARY RITTER					
	8	CONTRACTOR FEES FLUID RUNNING	06/06/16	07/06/16	616.00	616.00
8	CHRIS LEH					
	061316	TRAVEL ADVANCE 6/21-6/24/16	06/13/16	07/13/16	146.00	146.00
7	DANA V MUSIC					
	061416	PANCAKES IN THE PARK MUSIC	06/14/16	07/14/16	100.00	100.00
10	SANDY BAINE					
	060116	IRRIGATION REPAIR	06/01/16	07/01/16	83.00	83.00
14101-1	MWH CONSTRUCTORS INC					
	PP11053116	WWTP CONSTRUCTION	05/31/16	06/30/16	937,741.00	937,741.00
13891-1	VERIS ENVIRONMENTAL LLC					
	J003268	BIOSOLIDS HAULING	05/11/16	06/10/16	1,257.37	
	J003309	BIOSOLIDS HAULING	05/17/16	06/16/16	1,808.64	
	J003339	BIOSOLIDS HAULING	05/25/16	06/24/16	1,209.21	
	J003389	BIOSOLIDS HAULING	05/31/16	06/30/16	1,719.13	
	J003419	BIOSOLIDS HAULING	06/09/16	07/09/16	544.20	6,538.55
14102-1	WELLS FARGO FINANCIAL LEASING INC					
	5003131118	JUL 16 GOLF EQUIPMENT LEASE	06/04/16	07/04/16	9,138.96	9,138.96
3875-1	XCEL ENERGY					
	502309493	364 ELDORADO SPRINGS DR	05/20/16	06/19/16	22.45	
	503347917	1971 1/4 LARKSPUR LN	05/31/16	06/30/16	3.12	25.57
11081-1	XEROX FINANCIAL SERVICES LLC					
	547407	JUN 16 COPIER LEASE	06/04/16	07/04/16	990.00	990.00
13790-1	ZAYO GROUP LLC					
	060116	JUN 16 INTERNET SERVICE	06/01/16	07/01/16	870.20	870.20
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	BANK TOTAL PAYMENTS				1,242,909.83	1,242,909.83

City of Louisville
Cash Disbursement Edit List

Batch: 95144 Period: 06/23/16

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	
11298-1	DELTA DENTAL OF COLORADO					
	DELTA0716	#007562-0000 JUL 16 EMPL PREM	06/22/16	07/22/16	12,611.77	12,611.77
5255-1	FAMILY SUPPORT REGISTRY					
	061716	EMPLOYEE GARNISHMENT PP#12	06/17/16	07/17/16	211.50	211.50
6455-1	KAISER PERMANENTE					
	0018705074	05920-01-16 JUL 16 EMPL PREM	06/07/16	07/07/16	132,544.95	132,544.95
14002-1	KANSAS PAYMENT CENTER					
	061716	EMPLOYEE GARNISHMENT PP#12	06/17/16	07/17/16	270.46	270.46
7735-1	LINCOLN FINANCIAL GROUP					
	LIFE0716	000010008469 JUL 16 LIFE/AD&D	07/01/16	07/31/16	6,047.40	
	LTD0716	000010008470 JUL 16 LTD PREM	07/01/16	07/31/16	3,137.48	9,184.88
14246-1	MANAGER OF FINANCE					
	061716	EMPLOYEE GARNISHMENT PP#12	06/17/16	07/17/16	31.48	31.48
12919-1	MARK WOZNY					
	061716	WORK BOOTS WOZNY	06/17/16	07/17/16	104.99	104.99
14277-1	MIDLAND FUNDING LLC					
	061716	EMPLOYEE GARNISHMENT PP#12	06/17/16	07/17/16	315.52	315.52
15	KEN SWANSON					
	061016	EXPENSE REPORT 6/10/16	06/10/16	07/10/16	110.16	110.16
14091-1	SUPER-TECH FILTER					
	254842	HVAC FILTER PULLER	02/12/16	03/13/16	54.00	
	257534	HVAC FILTERS RSC	03/30/16	04/29/16	454.73	
	257535	HVAC FILTERS CS	03/30/16	04/29/16	322.91	
	257536	HVAC FILTERS PC	03/30/16	04/29/16	47.12	
	257537	HVAC FILTERS GC	03/30/16	04/29/16	19.31	
	257538	HVAC FILTERS NWTP	03/30/16	04/29/16	137.09	
	257935	HVAC FILTERS LIB	05/03/16	06/02/16	546.40	
	257981	HVAC FILTERS LIB	06/11/16	07/11/16	213.96	1,795.52
14276-1	SWEET SPOT CAFE					
	061716	COUPLES SCRAMBLE CATERING	06/17/16	07/17/16	775.00	775.00
8442-1	VISION SERVICE PLAN					
	VSP0716	12 059727 0001 JUL 16 EMP PREM	06/20/16	07/20/16	2,592.34	2,592.34
11094-1	WESTERN DISPOSAL SERVICES					
	060116CITY	MAY 16 CITY TRASH SERVICE	06/01/16	07/01/16	1,688.70	
	060116CITY	MAY 16 CITY TRASH SERVICE	06/01/16	07/01/16	436.50	
	060116CITY	MAY 16 CITY TRASH SERVICE	06/01/16	07/01/16	202.00	
	060116CITY	MAY 16 CITY TRASH SERVICE	06/01/16	07/01/16	356.00	
	060116CITY	MAY 16 CITY TRASH SERVICE	06/01/16	07/01/16	381.75	
	060116RES	MAY 16 RESIDENTIAL TRASH SERV	06/01/16	07/01/16	117,107.80	120,172.75

Batch: 95144 Period: 06/23/16

Vendor/ Remit#	Invoice Number	Description	Invoice Date	Due Date	Invoice Amount	Check Amount
3875-1	XCEL ENERGY					
	503396287	MAY 16 FLASHERS	06/01/16	07/01/16	5.75	
	503397648	MAY 16 STREET LIGHTS	06/01/16	07/01/16	37,739.86	
	503933732	MAY 16 TRAFFIC LIGHTS	06/06/16	07/06/16	1,290.46	
	505239307	MAY 16 GROUP ENERGY	06/15/16	07/15/16	21,971.48	
	505239307	MAY 16 GROUP ENERGY	06/15/16	07/15/16	1,554.77	
	505239307	MAY 16 GROUP ENERGY	06/15/16	07/15/16	8,780.91	
	505239307	MAY 16 GROUP ENERGY	06/15/16	07/15/16	23,433.22	
	505239307	MAY 16 GROUP ENERGY	06/15/16	07/15/16	4,430.56	99,207.01
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	BANK TOTAL PAYMENTS				379,928.33	379,928.33
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	GRAND TOTAL PAYMENTS				379,928.33	379,928.33

City of Louisville
Cash Disbursement Edit List

Batch: 95149 Period: 06/23/16

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	
11094-1	WESTERN DISPOSAL SERVICES					
	060116RESA	MAY 16 RESIDENTIAL TRASH SERV	06/01/16	07/01/16	233.72	233.72
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	BANK TOTAL PAYMENTS				233.72	233.72
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	GRAND TOTAL PAYMENTS				233.72	233.72

Batch: 95205 Period: 06/29/16

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	
13827-1	24/7 NETWORKS INC					
	PS100370	REMOVE 3COM SWITCH	06/07/16	07/07/16	2,495.00	2,495.00
12890-1	ADAMSON POLICE PRODUCTS					
	INV215405	REPLACE DAMAGED BOOTS ADAMS	06/20/16	07/20/16	116.95	116.95
1006-1	ALL CURRENT ELECTRIC INC					
	3381	KITCHEN APPLIANCE OUTLETS PC	06/08/16	07/08/16	1,547.60	
	3383	GFI CIRCUIT SP	06/15/16	07/15/16	175.00	
	3384	BREAKER REPAIR MSP	06/15/16	07/15/16	365.02	
	3386	BUILDING INSPECTIONS	06/15/16	07/15/16	4,582.04	6,669.66
14164-1	ALPINE BANK					
	062016	COMMUNITY SOLAR PANEL LEASE	06/20/16	07/20/16	757.47	
	062016	COMMUNITY SOLAR PANEL LEASE	06/20/16	07/20/16	3,229.23	3,986.70
9891-1	AMBIANCE					
	10228	JUN 16 PLANT MAINT	06/10/16	07/10/16	195.00	195.00
9319-1	AMERICAN DATA GROUP INC					
	10276	MUNIS UB EXPORT	05/31/16	06/30/16	227.50	
	10276	MUNIS UB EXPORT	05/31/16	06/30/16	227.50	455.00
13976-1	ARTCRAFT SIGN COMPANY					
	3968	MODIFY GOLF COURSE ENTRY SIGN	05/26/16	06/25/16	920.00	920.00
14201-1	AXIOM STRATEGIES INC					
	7856	JUL 16 LEGISLATIVE SERVICES	06/14/16	07/14/16	3,024.90	3,024.90
640-1	BOULDER COUNTY					
	13223	LSVL CRITERIUM BSO DEPUTY	05/24/16	06/23/16	650.00	
	13283	APR 16 RECYCLING FEES	05/31/16	06/30/16	1,247.80	
	13289	BUSINESS CARDS PD	06/06/16	07/06/16	42.66	
	13358	2016 BOULDER COUNTY YOUTH CORP	06/02/16	07/02/16	13,350.00	15,290.46
14279-1	CAREY KING					
	1	CONTRACTOR FEES YOGA	06/22/16	07/22/16	266.70	266.70
248-1	CDW GOVERNMENT					
	DHN5122	TYLER CASHIERING PRINTER	06/08/16	07/08/16	786.74	
	DHN5122	TYLER CASHIERING PRINTER	06/08/16	07/08/16	168.59	
	DHN5122	TYLER CASHIERING PRINTER	06/08/16	07/08/16	168.58	
	DHQ9021	TYLER CASHERING EQUIPMENT	06/08/16	07/08/16	24.73	
	DHQ9021	TYLER CASHERING EQUIPMENT	06/08/16	07/08/16	5.30	
	DHQ9021	TYLER CASHERING EQUIPMENT	06/08/16	07/08/16	5.30	
	DJN7486	TYLER CASHERING EQUIPMENT	06/13/16	07/13/16	42.66	
	DJN7486	TYLER CASHERING EQUIPMENT	06/13/16	07/13/16	9.14	
	DJN7486	TYLER CASHERING EQUIPMENT	06/13/16	07/13/16	9.14	
	DJV6465	TYLER CASHERING EQUIPMENT	06/14/16	07/14/16	39.12	

Batch: 95205 Period: 06/29/16

Vendor/ Remit#	Invoice Number	Description	Invoice Date	Due Date	Invoice Amount	Check Amount
	DJV6465	TYLER CASHERING EQUIPMENT	06/14/16	07/14/16	8.38	
	DJV6465	TYLER CASHERING EQUIPMENT	06/14/16	07/14/16	8.38	
	DKT8380	TYLER CASHERING EQUIPMENT	06/17/16	07/17/16	41.57-	
	DKT8380	TYLER CASHERING EQUIPMENT	06/17/16	07/17/16	8.91-	
	DKT8380	TYLER CASHERING EQUIPMENT	06/17/16	07/17/16	8.90-	1,216.68
4785-1	CINTAS CORPORATION #66					
	66505598	UNIFORM RENTAL WWTP	05/16/16	06/15/16	120.10	
	66505599	UNIFORM RENTAL WTP	05/16/16	06/15/16	186.78	
	66509198	UNIFORM RENTAL WWTP	05/23/16	06/22/16	120.10	
	66509199	UNIFORM RENTAL WTP	05/23/16	06/22/16	166.24	
	66512736	UNIFORM RENTAL WWTP	05/30/16	06/29/16	120.10	
	66512737	UNIFORM RENTAL WTP	05/30/16	06/29/16	166.24	879.56
1075-17	CITY OF LAFAYETTE					
	15-004	ADULT SOFTBALL LEAGUE FEES	06/14/16	07/14/16	1,180.00	1,180.00
14281-1	COAL CREEK TRI CLUB					
	2016-SPRING	CONTRACTOR FEE SPRING TRI CLUB	03/27/16	04/26/16	1,260.00	1,260.00
10382-1	COBITCO INC					
	45548	TACK OIL	06/08/16	07/08/16	239.76	239.76
13820-1	COLORADO BARRICADE CO					
	481031-001	BARRICADE RENTAL	06/09/16	07/09/16	499.00	499.00
13315-1	COLORADO BUREAU OF INVESTIGATION					
	A161100452	BACKGROUND CHECKS	06/07/16	07/07/16	118.50	118.50
10301-1	COLORADO COMMUNITY SHARES					
	063016	2ND QTR 2016 CONTRIBUTIONS	06/30/16	07/30/16	740.88	740.88
1185-1	COLORADO DEPT OF AGRICULTURE					
	2123	RADAR TUNING FORKS	06/07/16	07/07/16	40.00	40.00
1185-2	COLORADO DEPT OF AGRICULTURE					
	2115	RADAR TUNING FORKS	06/06/16	07/06/16	44.00	44.00
14167-1	CORY PETERSON					
	1602TR	TUITION REIMBURSEMENT	06/09/16	07/09/16	475.00	475.00
13929-1	DHE COMPUTER SYSTEMS LLC					
	10200	WORKSTATION CMO INTERN	06/03/16	07/03/16	657.52	
	10208	MONITORS CMO INTERN	06/06/16	07/06/16	278.00	
	20605	TINY SUPPORT CMO INTERN	06/24/16	07/24/16	42.00	977.52
11487-1	DON ADAM					
	062316	DAMAGED DUTY EQUIP ADAMS	06/23/16	07/23/16	137.95	137.95
6856-1	DRY CREEK #2 DITCH COMPANY					
	061516	2016 ASSESSMENT	06/15/16	07/15/16	2,793.75	2,793.75
13963-1	ENSCICON CORPORATION					
	91253	ENGINEERING SERV SULLIVAN	06/08/16	07/08/16	370.00	

Batch: 95205 Period: 06/29/16

Vendor/ Remit#	Invoice Number	Description	Invoice Date	Due Date	Invoice Amount	Check Amount
	91253A	ENGINEERING SERV SULLIVAN	06/08/16	07/08/16	740.00	
	91253B	ENGINEERING SERV SULLIVAN	06/08/16	07/08/16	370.00	
	91281	ENGINEERING SERV SULLIVAN	06/08/16	07/08/16	98.66-	
	91281	ENGINEERING SERV SULLIVAN	06/08/16	07/08/16	98.67-	
	91281	ENGINEERING SERV SULLIVAN	06/08/16	07/08/16	98.67-	
	91304	ENGINEERING SERV SULLIVAN	06/15/16	07/15/16	333.00	
	91304A	ENGINEERING SERV SULLIVAN	06/15/16	07/15/16	333.00	
	91367	ENGINEERING SERV SULLIVAN	06/22/16	07/22/16	370.00	
	91367A	ENGINEERING SERV SULLIVAN	06/22/16	07/22/16	740.00	
	91367B	ENGINEERING SERV SULLIVAN	06/22/16	07/22/16	370.00	3,330.00
12270-1	FASTENAL COMPANY					
	COBOU59425	SAFETY VESTS/GLOVES WWTP	06/09/16	07/09/16	669.04	
	COBOUL59527	HARDHATS WWTP	06/16/16	07/16/16	117.45	786.49
13610-1	FOOTHILLS SECURITY SYSTEMS INC					
	75418	REINSTALL DOOR SENSOR LIB	06/23/16	07/23/16	85.00	85.00
655-1	FOOTHILLS UNITED WAY					
	063016	2ND QTR 2016 CONTRIBUTIONS	06/30/16	07/30/16	390.00	390.00
14070-1	FORENSIC TRUTH GROUP LLC					
	062016	PRE-EMPLOYMENT POLYGRAPH	06/20/16	07/20/16	140.00	
	16-0658	PRE-EMPLOYMENT POLYGRAPH	06/21/16	07/21/16	140.00	280.00
14280-1	FUNDING PARTNERS FOR HOUSING SOLUTIONS INC					
	2016-178	HPF LOAN PROGRAM SET UP FEE	05/02/16	06/01/16	10,000.00	10,000.00
6847-1	GENERAL AIR SERVICE & SUPPLY					
	91903720-1	CYLINDER RENTAL SHOPS	05/31/16	06/30/16	64.43	64.43
13535-1	GRAFF'S TURF FARMS INC					
	56088	BLUEGRASS SOD	06/01/16	07/01/16	850.00	850.00
11214-1	GRAYLING					
	P009897	JUN 15 PROFESSIONAL SERVICES	06/06/16	07/06/16	2,500.00	2,500.00
246-1	GREEN MILL SPORTSMAN CLUB					
	110	RANGE USE	06/25/16	07/25/16	200.00	200.00
2405-1	HACH COMPANY					
	9968956	LAB SUPPLIES WWTP	06/10/16	07/10/16	311.13	311.13
13162-1	HD SUPPLY WATERWORKS LTD					
	F672613	UTILITY LINE REPAIR	06/16/16	07/16/16	1,138.60	1,138.60
11267-1	INSIDE OUT HEALTH AND FITNESS					
	1610026-2	CONTRACTOR FEES BOOTCAMP	05/23/16	06/22/16	382.20	
	1610027-2	CONTRACTOR FEES PIYO	05/25/16	06/24/16	672.00	
	1620027-1	CONTRACTOR FEES PIYO	06/22/16	07/22/16	256.20	1,310.40
13280-1	INSIGHT PUBLIC SECTOR INC					
	1100479855	ADOBE ACROBAT PRO LICENSE	06/09/16	07/09/16	297.84	

Batch: 95205 Period: 06/29/16

Vendor/ Remit#	Invoice Number	Description	Invoice Date	Due Date	Invoice Amount	Check Amount
	1100480421	MICROSOFT OFFICE LICENSE	06/13/16	07/13/16	485.52	783.36
14154-1	INTEGRA TELECOM					
	13950699	JUL 16 PHONE CIRCUITS	06/21/16	07/21/16	867.47	
	13950699	JUL 16 PHONE CIRCUITS	06/21/16	07/21/16	30.22	
	13950699	JUL 16 PHONE CIRCUITS	06/21/16	07/21/16	25.19	
	13950699	JUL 16 PHONE CIRCUITS	06/21/16	07/21/16	17.46	940.34
9761-1	INTERMOUNTAIN SWEEPER CO					
	55297-1	VALVE ASSEMBLY UNIT 3261	06/02/16	07/02/16	126.14	126.14
14000-1	KATHRYN LAWRENCE					
	158	EDIT FALL 2016 CATALOG	06/13/16	07/13/16	585.00	585.00
2815-1	KENZ & LESLIE DISTRIBUTING CO					
	65914	VEHICLE FLUIDS	06/16/16	07/16/16	186.61	
	65914	VEHICLE FLUIDS	06/16/16	07/16/16	42.07	
	65914	VEHICLE FLUIDS	06/16/16	07/16/16	37.96	
	65914	VEHICLE FLUIDS	06/16/16	07/16/16	14.36	281.00
14275-1	KINSHOFER USA					
	SIA/90002313	STUMP PLANER	06/09/16	07/09/16	1,001.57	1,001.57
12861-1	KIRSTEN BEEMER					
	SSF00002A	CONTRACTOR FEES ROYAL BALLET	06/07/16	07/07/16	168.00	168.00
11075-1	LEFT HAND TREE & LANDSCAPE LLC					
	061416	PRUNE MEDIAN TREES	06/14/16	07/14/16	975.00	975.00
9750-1	LEGALSHIELD					
	062516	#22554 JUN 16 EMPLOYEE PREMIUM	06/25/16	07/25/16	286.05	286.05
13802-1	MARTIN MARIETTA MATERIALS					
	17830269	ASPHALT	06/06/16	07/06/16	213.69	213.69
6	ADAMS COUNTY EXTENSION					
	X16-101	SUMMER CAMP PROGRAM	06/24/16	07/24/16	40.00	40.00
12620-1	MOUNTAIN MEADOW DESIGN					
	431	HECLA RESERVOIR PLANT DESIGN	06/20/16	07/20/16	750.00	750.00
11061-1	MOUNTAIN PEAK CONTROLS INC					
	8112	PLC OUTPUT CARD REPAIR	06/15/16	07/15/16	1,211.50	1,211.50
2046-1	MOUNTAIN STATES IMAGING LLC					
	12958	DOCUMENT SCANNING PD	05/31/16	06/30/16	33.00	33.00
9668-1	MUNICIPAL CODE CORPORATION					
	271409	MUNICIPAL CODE #62, UPDATE 1	06/14/16	07/14/16	616.00	
	271636	ANNUAL INTERNET HOSTING FEE	06/16/16	07/16/16	950.00	1,566.00
13942-1	MURRAY DAHL KUECHENMEISTER & RENAUD LLP					
	13080	URBAN RENEWAL LEGAL FEES	05/31/16	06/30/16	2,420.36	2,420.36
13597-1	NORTH LINE GIS LLC					
	1363	ENERGOV SERVICE UPDATE	06/08/16	07/08/16	110.00	110.00

Batch: 95205 Period: 06/29/16

Vendor/ Remit#	Invoice Number	Description	Invoice Date	Due Date	Invoice Amount	Check Amount
3630-1	NORTH STAR WINDOW CLEANING					
	30179	WINDOW CLEANING PC	06/06/16	07/06/16	340.00	340.00
14090-1	OCX NETWORK CONSULTANTS LLC					
	7943	PHONE/LICENSE CMO INTERN	06/06/16	07/06/16	355.20	355.20
11342-1	OJ WATSON COMPANY INC					
	0069367-IN	DUMP TRUCK SANDER UNIT 3204	06/01/16	07/01/16	1,645.63	1,645.63
11477-1	P.R.O.S. INC					
	LO1610S	SENIOR SOFTBALL UMPIRES	06/05/16	07/05/16	90.00	90.00
5178-1	PETTY CASH LRC - KATHY MARTIN					
	062316	PETTY CASH RSC	06/23/16	07/23/16	277.50	277.50
5898-2	PIONEER SAND COMPANY INC					
	T153000001846	ROAD BASE	11/10/15	12/10/15	255.66	255.66
14160-1	PRECISE MRM LLC					
	IN200-1008779	GPS SOFTWARE/POOLED DATA	05/30/16	06/29/16	151.98	151.98
13893-1	REBECCA TSUI					
	2016-6	CONTRACTOR FEES TAI CHI	06/24/16	07/24/16	476.00	476.00
99	ADRIANE HIRSCH					
	946308	ACTIVITY REFUND	06/13/16	07/13/16	80.00	80.00
99	ADRIANE HIRSCH					
	946328	ACTIVITY REFUND	06/13/16	07/13/16	117.50	117.50
99	AMERICAN CANCER SOCIETY					
	947564	PARK RENTAL DEPOSIT REFUND	06/22/16	07/22/16	500.00	500.00
14024-1	RED DOG RADIOS LLC					
	4555	POLICE RADIOS	06/18/16	07/18/16	2,338.40	2,338.40
10243-1	RHOMAR INDUSTRIES INC					
	85826	NEUTRO WASH	04/21/16	05/21/16	853.40	853.40
4125-1	ROCKY MOUNTAIN SPORTS					
	919902	TENNIS BALLS	06/20/16	07/20/16	77.00	
	919916	TENNIS RACQUETS	06/20/16	07/20/16	140.00	217.00
12843-1	SCL HEALTH SYSTEM					
	14778-01	NEW HIRE TESTING	06/21/16	07/21/16	36.90	36.90
14207-1	SMALL AXE TREE CARE					
	052716	TREE PRUNING	05/27/16	06/26/16	1,320.00	1,320.00
14191-1	SOUTH POINTE CLINICS					
	3	HEPATITIS B VACCINES	05/13/16	06/12/16	300.00	300.00
13673-1	STERLING INFOSYSTEMS INC					
	496115	BACKGROUND CHECKS	05/31/16	06/30/16	1,522.76	1,522.76
14139-1	SUN MOUNTAIN SPORTS INC					
	347744	RESALE MERCHANDISE	06/13/16	07/13/16	320.00	
	829580	STAFF REBATE	01/20/16	02/19/16	193.76-	126.24

Batch: 95205 Period: 06/29/16

Vendor/ Remit#	Invoice Number	Description	Invoice Date	Due Date	Invoice Amount	Check Amount
1201-1	SUPPLYWORKS					
	368879706	BREAK ROOM SUPPLIES CH	06/06/16	07/06/16	304.31	
	369013693	JANITORIAL SUPPLIES GC	06/07/16	07/07/16	143.19	
	369013701	JANITORIAL SUPPLIES RSC	06/07/16	07/07/16	1,999.11	
	369013719	JANITORIAL SUPPLIES PC	06/07/16	07/07/16	340.35	
	369013727	JANITORIAL SUPPLIES LIB	06/09/16	07/09/16	888.91	
	369013735	JANITORIAL SUPPLIES CS	06/07/16	07/07/16	464.05	
	369013743	JANITORIAL SUPPLIES MSP	06/07/16	07/07/16	184.86	
	369013750	JANITORIAL SUPPLIES NWTP	06/07/16	07/07/16	191.69	
	369156781	JANITORIAL SUPPLIES CH	06/08/16	07/08/16	65.84	
	370593717	BREAK ROOM SUPPLIES PC	06/23/16	07/23/16	119.51	4,701.82
6707-1	TRI STATE OIL RECLAIMERS INC					
	131271	RECYCLE OIL	06/07/16	07/07/16	49.80	
	131271	RECYCLE OIL	06/07/16	07/07/16	11.23	
	131271	RECYCLE OIL	06/07/16	07/07/16	10.14	
	131271	RECYCLE OIL	06/07/16	07/07/16	3.83	75.00
14232-1	TRIPLE C COMMUNICATIONS INC					
	200355	PACSET RADIOS/ACCESSORIES PD	06/06/16	07/06/16	2,318.40	2,318.40
11087-1	UNITED SITE SERVICES					
	114-4090303	TOILET RENTAL HERITAGE PARK	05/31/16	06/30/16	195.60	
	114-4090311	TOILET RENTAL LES FIELD	05/31/16	06/30/16	166.02	
	114-4090317	TOILET RENTAL ENRIETTO FIELD	05/31/16	06/30/16	166.02	
	114-4090319	TOILET RENTAL CLEO MUDROCK	05/31/16	06/30/16	195.60	723.24
14266-1	US HEALTHWORKS PROVIDER NETWORK OF COLO INC					
	1256-CO	PRE-TESTING/DOT PHYSICALS	06/03/16	07/03/16	2,555.00	2,555.00
13864-1	VISION INTERNET PROVIDERS INC					
	32865	WEB SITE CODE UPDATE	06/17/16	07/17/16	98.55	98.55
10672-1	VORTEX COLORADO INC					
	36-183974-1	KITCHEN AWNING WINDOW MAINT	06/09/16	07/09/16	2,129.35	2,129.35
6210-1	W BRUCE JOSS					
	062316	JUN 16 MUNICIPAL JUDGE SALARY	06/23/16	07/23/16	2,600.00	2,600.00
5115-1	WL CONTRACTORS INC					
	27388	SECURITY CAMERA MAINT WTP	04/20/16	05/20/16	153.00	
	27693	MAY 16 FIBER MAINTENANCE	06/16/16	07/16/16	100.00	253.00
10884-1	WORD OF MOUTH CATERING INC					
	2016-11	SUMMER CAMP LUNCHES	06/01/16	07/01/16	119.00	
	2016-12	SR MEAL PROGRAM 6/6-6/24/16	06/24/16	07/24/16	3,702.50	3,821.50
13555-1	YOUNG REMBRANDTS - NW DENVER & BOULDER					
	2933158	CONTRACTOR FEES HORSES	06/17/16	07/17/16	249.20	
	2941942	CONTRACTOR FEES MONSTERS	06/16/16	07/16/16	124.60	373.80

Batch: 95205 Period: 06/29/16

Vendor/ Remit#	Invoice Number	Description	Invoice Date	Due Date	Invoice Amount	Check Amount
5150-1	ZEP SALES & SERVICE					
	9002288015	FLEET SUPPLIES	06/08/16	07/08/16	883.78	883.78
13558-1	ZIONS CREDIT CORP					
	645360	JUN 16 SOLAR POWER EQUIP LEASE	06/20/16	07/20/16	1,767.62	
	645360	JUN 16 SOLAR POWER EQUIP LEASE	06/20/16	07/20/16	883.81	2,651.43
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	BANK TOTAL PAYMENTS				110,949.07	110,949.07
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	GRAND TOTAL PAYMENTS				110,949.07	110,949.07

CASH ACCOUNT: 001000 101001 WARRANT: 070516 07/05/2016

VENDOR	VENDOR NAME	PURPOSE	AMOUNT
13547	A G WASSENAAR INC	GEOTECH SERVICES	7,428.50
13547	A G WASSENAAR INC	GEOTECH SERVICES	797.00
14175	ACTION DIRECT LLC	LAF/LSVL BOUNDARY DRAINAG	265,642.78
14121	ACUSHNET COMPANY	RANGE BALLS	2,772.00
14121	ACUSHNET COMPANY	RESALE MERCHANDISE	85.51
14121	ACUSHNET COMPANY	RESALE MERCHANDISE	107.97
14121	ACUSHNET COMPANY	RESALE MERCHANDISE	4,134.72
10832	AGFINITY INC	BULK SPRING FERTILIZER	3,731.98
11455	APC CONSTRUCTION CO LLC	STREET RESURFACING	46,188.34
11455	APC CONSTRUCTION CO LLC	PARKING LOT RESURFACING	22,866.41
11455	APC CONSTRUCTION CO LLC	PARKING LOT RESURFACING	518.00
13614	ATKINS NORTH AMERICA INC	UNDERPASS DESIGN	12,861.79
14282	BIBLIOTHECA LLC	EQUIP SERVICE CONTRACT LI	25,156.00
14282	BIBLIOTHECA LLC	EQUIP SERVICE CONTRACT LI	659.00
14282	BIBLIOTHECA LLC	EQUIP SERVICE CONTRACT LI	966.00
14282	BIBLIOTHECA LLC	EQUIP SERVICE CONTRACT LI	1,514.00
640	BOULDER COUNTY	KICP 2016 PARTNER DUES	22,763.00
7706	BRANNAN SAND & GRAVEL CO LLC	ASPHALT	256.04
7706	BRANNAN SAND & GRAVEL CO LLC	ASPHALT	175.77
7706	BRANNAN SAND & GRAVEL CO LLC	ASPHALT	82.00
7706	BRANNAN SAND & GRAVEL CO LLC	ASPHALT	259.42
7706	BRANNAN SAND & GRAVEL CO LLC	ASPHALT	553.48
7706	BRANNAN SAND & GRAVEL CO LLC	ASPHALT	302.09
7706	BRANNAN SAND & GRAVEL CO LLC	ASPHALT	65.49
7706	BRANNAN SAND & GRAVEL CO LLC	ASPHALT	221.81
7706	BRANNAN SAND & GRAVEL CO LLC	ASPHALT	269.98
670	CENTER FOR RESOURCE CONSERVATI	LOUISVILLE SMART CONTROLL	15,375.00
14273	CIG	PI SUPPORT	5,700.00
14166	CONCRETE EXPRESS INC	LAF/LSVL BOUNDARY DRAINAG	194,047.02
13970	CONCRETE WORKS OF COLORADO INC	CONCRETE REPLACEMENT	95,639.45
13970	CONCRETE WORKS OF COLORADO INC	CONCRETE REPLACEMENT	52,171.15
1570	DANA KEPNER COMPANY INC	METER SETTER	500.00
13685	DEWBERRY ENGINEERS INC	WWTP CONSTRUCTION MANAGEM	55,463.70
1505	DPC INDUSTRIES INC	CAUSTIC SODA SWTP	6,089.40
1505	DPC INDUSTRIES INC	CAUSTIC SODA WTP	6,142.10

CASH ACCOUNT: 001000 101001 WARRANT: 070516 07/05/2016

VENDOR	VENDOR NAME	PURPOSE	AMOUNT
13463	E-Z EXCAVATING INC	WATER MAIN REPAIR	5,002.18
1780	EBSCO	NOVELIST K-8	165.00
14283	FOOTHILLS STONE INC	MEMORIAL STONE BENCHES	1,470.10
10271	FOOTHILLS VEGETATION MANAGEMEN	NOXIOUS WEED CONTROL	1,455.83
10271	FOOTHILLS VEGETATION MANAGEMEN	NOXIOUS WEED CONTROL	521.81
10623	FRONT RANGE LANDFILL INC	LANDFILL FEES	1,194.97
14125	GREEN VALLEY TURF CO	GOLF COURSE LANDSCAPING	8,529.30
2415	HARCROS CHEMICALS INC	SODIUM SILICATE WTP	1,200.00
13565	HATCH MOTT MACDONALD LLC	SCWTP PUMP STATION DESIGN	7,659.00
2475	HILL PETROLEUM	UNLEADED FUEL GC	148.28
2475	HILL PETROLEUM	UNLEADED/DIESEL FUEL GC	547.31
2475	HILL PETROLEUM	UNLEADED/DIESEL FUEL GC	516.18
8060	ID LABEL INC	LIBRARY BAR CODES	260.00
2615	INGRAM LIBRARY SERVICES INC	ADULT BOOKS AND MEDIA	15.49
13703	MCDONALD FARMS ENTERPRISES INC	LOWER POND SLUDGE REMOVAL	1,650.00
13525	MICHAEL BAKER JR INC	95TH ST BRIDGE DESIGN	23,712.90
13525	MICHAEL BAKER JR INC	95TH ST BRIDGE DESIGN	22,865.31
13525	MICHAEL BAKER JR INC	95TH ST BRIDGE DESIGN	75,344.34
11365	NATIONAL METER & AUTOMATION IN	METERS & ACCESSORIES	7,614.40
11365	NATIONAL METER & AUTOMATION IN	METERS & ACCESSORIES	2,243.14
11365	NATIONAL METER & AUTOMATION IN	METERS & ACCESSORIES	647.60
11365	NATIONAL METER & AUTOMATION IN	METERS & ACCESSORIES	142.46
11365	NATIONAL METER & AUTOMATION IN	METERS & ACCESSORIES	8,904.68
13067	NORRIS DESIGN INC	ARBORETUM DESIGN SERVICES	1,354.90
14144	PING INC	RESALE MERCHANDISE	526.15
14144	PING INC	RESALE MERCHANDISE	526.32
14144	PING INC	RESALE MERCHANDISE	60.92
11329	POLYDYNE INC	CE-879 POLYMER	5,290.00
6500	RECORDED BOOKS LLC	ADULT BOOKS AND MEDIA	62.20
6500	RECORDED BOOKS LLC	ADULT BOOKS AND MEDIA	210.60
6500	RECORDED BOOKS LLC	ADULT BOOKS AND MEDIA	99.00

CASH ACCOUNT: 001000 101001 WARRANT: 070516 07/05/2016

VENDOR	VENDOR NAME	PURPOSE	AMOUNT
13737	RNL DESIGN INC	CITY SERVICES FACILITY	3,000.00
14261	RYAN & COMPANY INC	DOWNTOWN BRICK PAVER REPA	12,952.18
13644	SCHULTZ INDUSTRIES INC	MAY 16 LANDSCAPE MAINT SE	15,421.68
11136	SINK COMBS DETHLEFS	RSC EXPANSION PROJECT	11,374.94
13538	SQUARE STATE SKATE	CONTRACTOR FEES SKATEBOAR	1,071.00
13538	SQUARE STATE SKATE	CONTRACTOR FEES SKATEBOAR	413.00
13399	SUSTAINABLE TRAFFIC SOLUTIONS	SHORT STREET CROSSING DES	3,994.11
13399	SUSTAINABLE TRAFFIC SOLUTIONS	SHORT ST CROSSING DESIGN	39.99
14284	TRACT ONE LLC	TIF REBATE FOR 2015 TAX Y	84,965.79
14065	TYLER TECHNOLOGIES INC	TYLER SOFTWARE	6,472.39
14065	TYLER TECHNOLOGIES INC	TYLER SOFTWARE	5,480.06
14237	USIC LOCATING SERVICES LLC	POTHOLING	570.00
9838	VALLEYCREST LANDSCAPE MAINTENA	DOWNTOWN FLORAL DISPLAY	5,867.90
10960	VANCE BROTHERS INC	LEVEL & GO PAVE PATCH	1,365.00
10960	VANCE BROTHERS INC	LEVEL & GO PAVE PATCH	2,730.00
10960	VANCE BROTHERS INC	LEVEL & GO PAVE PATCH	1,365.00
14218	WEDGEWOOD LTD	BREAK ROOM CABINETS PC	5,886.79
5115	WL CONTRACTORS INC	MAY 16 TRAFFIC SIGNAL MAI	7,881.03

84 INVOICES WARRANT TOTAL 1,202,298.13

City of Louisville
COLORADO • SINCE 1878

City Council

Special Meeting

Minutes

June 7, 2016
Louisville Public Library, Meeting Room
951 Spruce Street
3:00 pm

CALL TO ORDER

Mayor Muckle called the meeting to order at 3:04 p.m.

The following members were present:

City Council: ***Mayor Robert Muckle, Mayor Pro Tem Jeff Lipton; City Council members Jay Keany (arrived 3:10), Chris Leh, Susan Loo, Dennis Maloney and Ashley Stolzmann***

Absent: ***None***

Staff Present: ***Malcolm Fleming, City Manager***
Heather Balser, Deputy City Manager
Joe Stevens, Parks and Recreation Director
Kathy Martin, Recreation Superintendent
Julie Seydel, Facility Operations Manager
Kevin Watson, Finance Director
Beth Barrett, Library Director
Allen Gill, Parks Project Manager
Meredyth Muth, Public Relations Manager

Recreation Task Force Members:
Kaylix McClure
Louise McClure
Michael Menaker

Others: ***Sam Light, City Attorney***
Jim Manire, Bond Counsel

City Manager Fleming introduced the item saying staff needed direction on how to move forward with possible ballot language for a recreation center expansion and whether it should include a property tax increase for both the bond and operations and maintenance (O&M) or a property tax for the bond and a sales tax for the O&M. He recommended a 20-year term for the bond repayment, but asked Council for their input on the length of the bond repayment.

DISCUSSION/DIRECTION – RECREATION/SENIOR CENTER AND AQUATICS TAX SURVEY RESULTS AND CITIZEN SURVEY RESULTS ON MUSEUM AND PRIORITIES

and

DISCUSSION/DIRECTION – POTENTIAL REVENUE SOURCES FOR AN EXPANDED AND RENOVATED RECREATION/SENIOR CENTER AND AQUATICS FACILITIES

Laurie Urban from National Research Center presented the results and methodology of the tax survey. It was a phone survey of registered voters. She stated most residents rate Louisville highly. She noted in general households with children, those without older adults, and those who have lived here a shorter amount of time gave the most support for a possible tax measure.

Councilmember Stolzmann asked what the margin of error is for question 5. Urban noted it is approximately plus or minus 7-8 percent. Urban stated this question was particularly difficult because people were asked the question in a random order to determine what is the highest amount he or she would agree to pay. Those who answered that they would pay the $150 from the start were not asked the lower amounts.

Councilmember Loo asked if there was substantial support for a $150 per year cost to fund the bond issue. Urban stated 77% of those asked the question (plus or minus a 7-8% margin of error) would agree to pay the $150 cost.

Mayor Pro Tem Lipton stated the $150 amount appears to be the right number to look at as there does appear to be support for it. Mayor Muckle and Councilmember Leh agreed that $150 seems to be the right number to ask.

Urban noted the more people learned about what would be included in the expansion the more likely they were willing to pay for an expansion. Also, knowing the library bonds would be paid off also meant more were likely to support the expansion.

Urban stated there was a fairly equal response for those who supported a property tax for the operations and maintenance (O&M) or a sales tax, with support for a sales tax being just slightly higher.

Councilmember Stolzmann stated she would like staff to bring back ballot language for a property tax for the construction bond and a sales tax for the O&M. Councilmember Loo agreed and added that businesses would prefer the sales tax to the property tax because businesses pay such a higher rate for property tax.

Resident Michael Menaker noted the survey shows how high incomes are in Louisville and that many people have the ability to pay for most anything they want. He added more respondents were older and older voters were less likely to vote yes. In the end, he felt these responses show what people know in the absence of any real education of what the expansion would offer, meaning that what will be needed is the right education campaign.

Councilmember Keany agreed with the direction to staff to prepare ballot language for a property tax for expansion and a sales tax for the O&M. Maloney agreed with that approach.

Mayor Muckle noted he likes a property tax option for both so as to diversify the City's revenue sources and not be so dependent on sales tax if there is a downturn in sales tax.

Councilmember Loo agreed with the reasoning but noted there is also a lot of discussion that sales tax makes those who don't live here pay their fair share rather than putting all the burden on residents.

Councilmember Stolzmann would like to see how much the fees would need to be raised so as not to have an additional tax for O&M.

Mayor Pro Tem Lipton noted new property taxes will always generate push back from seniors and businesses. He thinks the property tax route for O&M may be a harder sell. He supported a sales tax for O&M. Councilmember Maloney agreed stating the effect of property tax increases is much greater for businesses.

Councilmember Loo noted businesses generally pass costs on to tenants and we already have a very high lease rate. If lease rates increase again that impacts our competitiveness in attracting businesses.

Councilmember Leh stated the City can't be cavalier about how these taxes affect the business community. He agreed on the property and sales tax combination.

Mayor Pro Tem Lipton noted he supports the 25-year bond maturity period or possibly even 30 years.

City Manager Fleming stated initial estimates for O&M are $700,000.

Jim Manire noted whatever the Council decides on the term or amount of the bond, the number in the ballot language (which is the full repayment cost) needs to be high enough to accommodate fluctuations in the market.

Finance Director Watson noted that making the bond longer will increase the annual cost to the residents and could get higher than the $150 per year cost to residents (based on a $500,000 home).

Mayor Pro Tem Lipton stated there is value in matching the life of the asset (the building) to the life of the bond and he supports 25 years. He added interest rates are low now so it is a good time to borrow.

Councilmember Maloney supports 25 years for the bond to give greater flexibility. He asked what the total cost projection for the construction is.

Councilmember Loo stated the goal of the Task Force has been to keep it under $30 million.

Councilmember Maloney stated his support for property tax for construction and a sales tax for O&M for a 25-year bond. Councilmember Keany agreed.

Mayor Muckle noted his preference for 20 years on the bond.

Mayor Pro Tem Lipton asked when the taxes would start. Would it be before the facility is built? Councilmember Keany noted the property tax would start when the bond is issued. Deputy City Manager Balser stated the sales tax for O&M would be instituted to coincide with the opening of the new facility. Parks & Recreation Director Stevens noted it would likely take until 2019 to construct and get a new facility open.

Councilmember Loo stated it is unconscionable a new recreation center won't be open until 2019 if the taxes are approved in 2016. She would like a much faster schedule. City Manager Fleming noted it is a $30 million project and it will take time given the size of the project, how long design takes, and all of the regular day-to-day work staff has. He noted the wastewater plant project is also about $30 million and it has an 18-month construction time for a plant that was already designed.

Director Watson stated best practices would be to not issue the debt until it is needed.

Councilmember Maloney noted his concerns that construction costs are rising rapidly and can the process be speeded up.

Councilmember Keany asked if design-build process would be quicker. City Manager Fleming stated it might be.

Mayor Muckle concluded there appears to be support from the Council to move forward with ballot language for the property tax to pay the bond and a sales tax to support O&M.

Members deferred discussion on the Historic Preservation Tax extension to the July 5 meeting when it could be explicitly listed on the agenda.

Lipton asked if the ballot language can give options for up to 25 years for the bond, but then it could be shortened if market conditions allow. Manire stated that would be a procedural decision for the City Council when it approves the ballot language.

ADJOURN

The meeting adjourned at 4:25 p.m.

_____
Robert P. Muckle, Mayor

_____
Carol Hanson, Acting City Clerk

City of Louisville
COLORADO • SINCE 1878

City Council

Budget Meeting

Minutes

June 7, 2016
Louisville Public Library, Meeting Room
951 Spruce Street
4:00 pm

CALL TO ORDER – Mayor Muckle called the meeting to order at 4:30 p.m.

The following members were present:

City Council:	***Mayor Robert Muckle, Mayor Pro Tem Jeff Lipton; City Council members Jay Keany, Chris Leh, Susan Loo, Dennis Maloney and Ashley Stolzmann***
Absent:	***None***
Staff Present:	***Malcolm Fleming, City Manager*** ***Heather Balser, Deputy City Manager*** ***Beth Barrett, Library and Museum Services Director*** ***Dave Hayes, Police Chief*** ***Kathleen Hix, Human Resources Director*** ***Kurt Kowar, Public Works Director*** ***Chris Neves, Information Technology Director*** ***Joe Stevens, Parks and Recreation Director*** ***Kevin Watson, Finance Director*** ***Rob Zuccaro, Planning and Building Safety Director*** ***Kathy Martin, Recreation Superintendent*** ***Bridget Bacon, Museum Coordinator*** ***Meredyth Muth, Public Relations Manager***

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 Councilmember Maloney. All in favor.

A. Approval of Bills
B. Approval of Minutes – May 10, 2016
C. Approval of Summer Meeting Schedule

BUDGET RETREAT: DISCUSSION/DIRECTION - 2017-2021 CAPITAL IMPROVEMENT PLAN AND RELATED ISSUES

City Manager Fleming stated there are four agenda items for discussion in this meeting:

- Revenue assumptions, expenditure targets and major fund financial forecasts. Fleming asked for Council's input on these assumptions, if they are justified or overly conservative or optimistic.

- 2017-2021 Capital Improvements Plan (CIP).
  Fleming asked for direction on this list of projects and if it is the right mix of projects and cuts.

- Potential Contributing Projects for 2017-2018
  Fleming asked for prioritization of the projects on the list.

- Budget Calendar

Revenue Assumptions, Expenditure Targets and Major Fund Financial Forecasts for 2017

City Manager Fleming reviewed the revenue assumptions noting there is a significant anticipated decline in building revenue and associated water tap fees based on a decline in building permits knowing what has been approved and is in the queue to build. Sales tax is estimated to grow at 3½% on average. The assumption of a property tax decline is the library bond issue being paid off. He stated these assumptions are based on historical information.

Mayor Pro Tem Lipton asked if there is a corresponding reduction in expenses for the years there is a decline in the assumed revenue. City Manager Fleming stated there is for 2017-18 and it would be done as we budget for those specific out years.

Mayor Pro Tem Lipton asked if the Historic Preservation Fund Tax (HPF) is not renewed, how would it affect the budget. City Manager Fleming stated that the program would be cut back significantly. Councilmember Keany asked if the HPF is not renewed would there be staff reductions. City Manager Fleming stated it would be a possibility.

City Manager Fleming noted that even though the tax revenue is increasing compared to earlier years, the buying power of that money is less than it was in 2000 based on inflation.

City Manager Fleming stated the reductions in the building revenues is a significant impact on the general fund. Based on all of the assumptions, for current years we are living within our means, but in the out years projections show we would not be able to sustain current spending levels.

For the expenditure target City Manager Fleming stated there is more ability to control the numbers based on how we budget each year. He noted there is an assumption of a 4% increase for salaries and it includes increased costs for insurance. This assumption is based on historical averages. This assumption also includes no new positions.

Mayor Pro Tem Lipton noted expenditures are greater than revenue growth in the long run. Director Watson noted this is very much a guess and we can't guarantee the numbers, but we can budget accordingly in those years.

Mayor Muckle asked if there are raises for the lowest paid employees would that be in the temporary salaries category. Human Resources Director Hix said yes, but it would impact equity across the organization and would require a larger policy conversation.

Councilmember Leh asked how the new changes from the Department of Labor regarding overtime pay will affect the City. Director Hix stated it will affect 5-10 employees.

Councilmember Leh asked if assuming no new positions is realistic with service needs. City Manager Fleming stated it is probably not, but those are the financial constraints that will affect how we plan for future projects and service levels.

Councilmember Keany asked for an explanation at a later date of how many full time employees (FTE) have been added since 2010, it seems very high. We can't keep adding employees if there is no additional revenue.

Mayor Muckle noted the Council needs a full discussion of a "living wage" and what it would cost the City to increase wages of the lowest paid employees. He would like more information on that before the discussion of operational budget. Councilmember Loo stated she didn't think that would be possible for the 2017-18 budget. City Manager Fleming agreed that such a large change in compensation policy couldn't be evaluated, discussed, agreed upon and implemented prior to the end of this budget cycle.

City Manager Fleming noted workload in 2016 is much higher than previous years and staff is highly stressed with construction, the IAN project, filling positions, budget changes, and much more. Staff is stretched very thin and that affects everything else.

Councilmember Keany stated he doesn't want the discussion of raises to lower paid employees to be put off until the 2019-2020 budget, he would like to see it for the 2017-2018 budget. Councilmember Loo noted there is not enough time to do that for the next budget cycle. Councilmember Keany would like a discussion of some smaller raises but not something like raising everyone to a minimum of $15/hour.

Councilmember Loo stated the Council can't have a substantive discussion of this in this budget cycle. There is not time or resources to do it well in this short amount of time. Councilmember Keany stated he simply wants a discussion of if it is possible to pay the lowest paid employees a small amount more, not a discussion of bringing every employee to a minimum of $15/hour.

Councilmember Leh agreed there is no way to have a comprehensive discussion of changes to the lowest wage levels in the time left in this budget cycle. Councilmember Stolzmann would like this discussion to be a priority for Council.

Mayor Pro Tem Lipton stated he is in favor of doing some modest changes for 2017 as a way to move it forward. Mayor Muckle agreed. City Manager Fleming stated staff would work on some suggestions for Council to consider.

City Manager Fleming noted the assumptions presented at this meeting keep the general fund above the 20% fund balance goal.

City Manager Fleming said capital requests for 2017 were well above the amount available and he did not fund many requested projects so as to keep the reserve balance above the 20% goal. For the Open Space and Utility Funds reserves are good.

Mayor Pro Tem Lipton asked about the Open Space Fund noting it seems with continuing transfers from the General Fund to the Open Space Fund the Open Space fund balance keeps growing so why not decrease transfers from the General Fund. City Manager Fleming noted this transfer is consistent with the current direction from the City Council to keep roughly $3 million in this reserve fund to be available for property acquisition.

Councilmember Keany stated he would like to see more of the reserve in the Open Space fund be used to pay for CIP projects.

Capital Improvement Plan

City Manager Fleming went through the CIP numbers noting he received many more requests from departments than could be funded.

Regarding paving, City Manager Fleming stated that throughout the five-year plan he is recommending fully funding the paving project, but he is recommending some of the funding be put in out years and retain the $2 million reserve.

Mayor Pro Tem Lipton asked for paving to be discussed first as it will drive much of the rest of the CIP discussion. He asked for another $1 million dollars to be put towards paving in 2018.

Councilmember Stolzmann asked for the $2.5 million for the pavement booster that was removed in 2018 should be put back in with cuts elsewhere. City Manager Fleming stated that could be done but it would remove most all of the general government capital items.

Councilmember Loo asked for information on how the impact fees are spent and if they are dedicated to certain programs. Director Watson stated yes, they are dedicated and they have to be spent on growth-related projects. If not spent in six years, the funds have to be refunded. Councilmember Loo stated she wanted to be certain we are spending the impact fees to the greatest extent allowable. Councilmember Keany asked if in future presentations items that are paid for by impact fees be easily identifiable.

Councilmember Loo asked that CIP projects associated with grant funds be clearly identified on the CIP sheet. She added the maintenance costs for some projects aren't clear. Director Watson noted the grant funds are only listed on the line items if a grant is assured. If the funding is possible but is not already approved, that amount is not included.

Councilmember Maloney stated the city survey results showed street maintenance is clearly the most important thing citizens are asking for and should be prioritized over other things.

City Manager Fleming asked that as the group goes through projects they should be clear what should be cut or pushed back, particularly if they want $2.5 million moved to paving.

Mayor Muckle stated his belief that while residents want paving, it does not mean they want everything else cut. It should be a high priority, but doesn't have to be done at the expense of everything else.

Mayor Pro Tem Lipton stated he thought quiet zones could be moved to 2019 to help fund paving. Deputy City Manager Balser noted most of the cost of that is grant funded, the City's portion is about $300,000, not enough to fund paving. Mayor Pro Tem Lipton asked if Burlington Northern will actually be available to do this in 2018. Deputy City Manager Balser said this is a best guess.

Councilmember Loo stated she would like all of the wayfinding removed. It is a great deal of money and it is not a good use. City Manager Fleming stated based on the previous budget discussion; he tried to remove wayfinding from most every request and tried to put focus on the trail connections.

Councilmember Keany stated he thought some of the smaller wayfinding should be left in and the parks signs that need to be replaced should also be left in.

Director Stevens noted the wayfinding requests were driven by the Open Space Advisory Board (OSAB). For OSAB this is their main priority for funding. Mayor Pro Tem Lipton stated OSAB put together their priorities at the request of the City Council but they will understand it has to be balanced with everything else.

Councilmember Loo would like the bird nest camera removed. Councilmember Leh agreed.

Councilmember Loo would like the Kaylix Avenue extension removed as the City doesn't own the property. City Manager Fleming noted that land acquisition would come when the property is developed; this CIP is for design of the street that would be negotiated as a part of the development process.

Mayor Pro Tem Lipton suggested asking staff to make reductions to meet a target and also to reduce transfers to the Open Space Fund with that funding moved to the CIP. He suggested giving staff a target rather than going through each project.

City Manager Fleming stated staff can come back with a new version of the CIP with the additional $2.5 million put towards paving in 2018 but it will require many cuts.

Councilmember Loo stated staff should remove all "quality of life" projects and put that money towards paving. Councilmember Leh noted the citizen survey results show quality of life is the 2nd highest rated item behind paving so it is still very important.

Councilmember Loo stated the museum expansion came in last on the priority list on the survey and all money towards that project should be removed. Mayor Pro Tem Lipton stated it is for design work and is needed for fund raising and should be left in.

Mayor Pro Tem Lipton stated he doesn't want to cut all quality of life projects but would like to see those projects moved further out. Councilmember Maloney would like items moved to out years to allow for paving in 2018.

Councilmember Keany asked if the paving booster program could be smoothed out over additional years.

Mayor Muckle asked for public comments.

John Leary stated the format of the documents is not transparent enough for residents to understand.

Paula Elrod, on behalf of the Historical Commission and the History Foundation, asked for the Council to approve $49,000 for design of a new Museum building to enlarge and improve the museum complex.

Councilmember Leh stated the Council needs to find a better way to review budget information. He stated the Council needs to give clear direction/information to staff. Councilmember Stolzmann stated her hope that program budgeting will solve some of this problem.

Councilmember Maloney agreed with Mayor Pro Tem Lipton's earlier comment that Council should direct staff to come back with suggested cuts to offset increases in paving rather than the Council reviewing each item individually.

Councilmember Loo noted if the Council is basing decisions on the survey results, they the Council also need to recognize those items that did not get support in the survey, for example the museum came in at the very bottom of the priority list. She added there are other ways to address the museum issues than a new building.

Councilmember Loo suggested giving City Manager Fleming the ability to make cuts to offset paving, but she didn't think the conversation so far has given him enough information to know what the Council really wants. She asked City Manager Fleming if he had enough information at this point to do that. He stated he hasn't heard a great deal of consensus, but he can come up with some options for the Council to consider at the August 9 meeting.

Councilmember Loo would like the issues at the Davidson Mesa parking lot to be addressed and doesn't see anything in the CIP. She would like to see that added. City Manager Fleming stated he would add it to 2017. Mayor Pro Tem Lipton asked if it could be done in 2016. Public Works Director Kowar said maybe if the opportunity presents itself.

Councilmember Loo asked about the CTC road connection which currently is not included. She would like it added back in as the CTC area will see more and more competition for businesses from neighboring municipalities and this road connection is a benefit to CTC and traffic connections. It would make the City a good team player with the metro district.

Mayor Pro Tem Lipton stated the CTC should pay for the road. Mayor Muckle stated he hoped the metro district and other partners might pay the majority of the road costs and the City could fund a smaller portion of what wasn't paid for by other sources.

Councilmember Loo stated times have changed and the City needs to pay for this road to keep the CTC as a competitive area for businesses. Mayor Pro Tem Lipton disagreed saying the metro district can afford to build it themselves.

Mayor Muckle asked if the Council would like to see a smoothing of the paving or if they want the entire $2.5 million added back in to 2018 with cuts to offset that cost. He stated he supported smoothing it and adding some back in 2018 but not the entire $2.5 million.

Councilmember Stolzmann stated it depends on what overall condition the Council wants the streets to be. City Manager Fleming noted that as presented the 5-year plan will get every street above a 35 OCI which was the number the Council previously agreed upon.

Mayor Pro Tem Lipton supported a smoothing across the 5 years. He stated he would like to see about $1.5 million added back in 2018. He stated he doesn't want to go back on the commitment to making street maintenance a priority. He suggested staff remove non-essential items to pay for it.

City Manager Fleming asked for clarification whether the Council wants $1.5 million or $2.5 million in 2018 for the pavement booster program. Councilmember Keany suggested moving $1.5 million from 2021 to 2018. There was consensus to have staff bring back a proposal to add an estimated $1.5 - $2 million for paving in 2018 along with coordinated cuts.

Mayor Pro Tem Lipton noted there are a lot of projects that aren't even in the 5-year plan. There simply is not enough funding to go around and we have to accept those limitations.

Councilmember Loo noted she didn't want public safety items cut. She doesn't want to see quality of life projects included at the expense of public safety projects. Regarding public works, she added there are many consultant costs included in the CIP and she would like to see more details about what they are for. She thought water acquisition should be done whenever water rights are available, not wait until out years.

Mayor Pro Tem Lipton stated public safety is important but it needs to be looked at as critically as anything else and we need to see the Police Master Plan to understand what is really needed.

The following suggestions were made for each fund:

Open Space

- Councilmember Stolzmann would like open space zoning moved to earlier years as the zoning is required by the Charter. She wants to see a real commitment to getting this done. She suggested removing the bird

camera and new truck to pay for it. Councilmember Loo, Mayor Muckle and Councilmember Leh agreed there is a need to make a good faith effort on this.

- Mayor Pro Tem Lipton stated we should revisit the transfer from the General Fund to the Open Space fund to see if it is warranted for next year as the fund balance there is relatively high. Councilmember Loo agreed. Councilmember Stolzmann didn't see a need to revisit that conversation. Mayor Muckle agreed with Councilmember Stolzmann. Councilmember Maloney asked if the fund is already over the target fund balance by $1 million why there is a need for such a big transfer. Councilmember Leh agreed with Councilmember Maloney. Councilmember Keany also agreed. There was majority consensus to review the transfer.

Conservation Trust Lottery Fund

- Councilmember Stolzmann would prefer projects not be split between funds so it is less confusing.
- Mayor Muckle stated he would like to see a modest amount of money included for some wayfinding. Mayor Pro Tem Lipton and Councilmember Keany agreed.
- Councilmember Loo would like more details about what the original wayfinding program is and to know what exactly is proposed for way finding and what is proposed for trails in the "wayfinding and trails" category.

Historic Preservation

- Councilmember Loo asked why the interpretive signs are so big. She doesn't like the design of the signs and doesn't think it is a good use of money.

Capital Projects

- Mayor Pro Tem Lipton asked that the library projects be spread out over a longer time period rather than all in the early years.
- Mayor Pro Tem Lipton asked what the Bike Boulevard is. Mayor Muckle stated it would connect Walnut Park to the South Street underpass. Councilmember Stolzmann agreed it should be removed. Councilmember Keany agreed it should be removed.
- Councilmember Loo would like the Arts Center lighting removed. Councilmember Stolzmann stated it might be paid by the bond to improve the Memory Square building. Mayor Muckle stated it is a safety issue and should be included.
- Councilmember Loo wants the Arts Center sign removed or the price reduced.

- Councilmember Stolzmann would rather see the sculpture garden put back in and not the Arts Center sign.
- Councilmember Loo would like the Police Department basement restrooms put back in at a time when it makes sense.

Public Works

- Councilmember Stolzmann would like more information on what is in the Highway 42 plan and what the costs are. Deputy City Manager Balser noted it includes the Highway 42 underpass and the Hecla Drive traffic signal. Some of the improvements will be paid by Boulder County. Councilmember Stolzmann asked if the underpass could be paid by the Open Space Fund as it connects two open space parcels.

- Councilmember Leh would like the median renovations put back in. Councilmember Stolzmann and Councilmember Loo agreed. Councilmember Loo stated the Parks board is supportive of median improvements.

  City Manager Fleming stated that if there is a desire for $1.5 moved to 2018 for paving, this is a high price item and cannot stay in and keep the $2 million reserve. Councilmember Leh is willing to trade off some paving for median projects.

  Mayor Pro Tem Lipton stated we need a better idea of what exactly is needed for medians and how much it will cost. Councilmember Maloney agreed we need a more detailed plan. Mayor Muckle agreed a plan is needed, but is ok with not putting the money in 2017. Mayor Pro Tem Lipton noted if this is a new item on the work plan for staff we need to take something else off. Consensus was there is a need for better understanding what is needed for medians, what it might cost, and how soon it can be addressed.

Parks

- Councilmember Loo would like to see the Parks board complete a Parks Maintenance Plan to better understand what the long-term issues are for the parks and also perhaps include the medians in that plan.

Potential Contributing Projects for 2017/2018

City Manager Fleming asked all Councilmembers to look at the subprogram projects and prioritize what is important. He stated cost and details for each one would come once the items are prioritized.

Councilmember Loo stated it was hard to prioritize the projects without additional information on what each one entails and how much it might cost. Councilmember Stolzmann stated her belief this will become easier as the program budgeting develops.

Mayor Pro Tem Lipton stated his priority now is to allow staff to focus on getting the enterprise system in place before we ask staff to focus entirely on the program budget. Members agreed.

Councilmember Stolzmann would like to see goals for each subprogram before prioritizing the projects. City Manager Fleming stated that is what the Finance Committee is working on.

The Mayor was comfortable with having the Finance Committee continue their work as it would be more efficient than the Council doing it.There was consensus to let the Finance Committee keep working on the goals for the subprograms which will inform the contributing projects and bring that updated list back to the full Council at a later date.

Budget Calendar

City Manager Fleming highlighted the budget calendar and asked everyone to make sure they can attend all of the budget meetings and to let staff know if anyone cannot make any of the dates.

ADJOURN

The meeting adjourned at 9:27 PM.

_____
Robert P. Muckle, Mayor

_____
Carol Hanson, Acting City Clerk

City of Louisville
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City Council

Meeting Minutes

June 14, 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, City Council members: Jeff Lipton, Ashley Stolzmann, Dennis Maloney, Susan Loo and Jay Keany.***
Absent:	***Councilmember Leh***
Staff Present:	***Malcolm Fleming, City Manager*** ***Kevin Watson, Finance Director*** ***Aaron DeJong, Director of Economic Development*** ***Robert Zuccaro, Planning & Building Safety Director*** ***Carol Hanson, Acting City Clerk***
Others Present:	***Sam Light, City Attorney***

PLEDGE OF ALLEGIANCE

All rose for the pledge of allegiance.

APPROVAL OF AGENDA

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

PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

Nancy Holloway, 155 W. Sycamore Lane, Louisville, CO stated she is with the Louisville Community Food Bank which has been housed at the Methodist Church for forty plus years. They are looking for partners because they are out growing their space.

She noted she has been a resident of Louisville for thirty years and a dog guardian for 25 years. She expressed concern about events downtown allowing so many dogs. She stated communities around Colorado are starting to enforce no pet events and she would like it considered before something bad happens.

APPROVAL OF THE CONSENT AGENDA

Mayor Muckle called for changes to the consent agenda and asked item D be removed and considered as the first item of regular business. He moved to approve the consent agenda as amended, seconded by Council member Maloney. All were in favor**.**

A. Approval of Bills
B. Approval of Minutes: May 17, 2016
C. Approve Resolution No. 27, Series 2016 – A Resolution Approving a Final Planned Unit Development (PUD) to Construct a 62,400 Square Foot Single Story Industrial/Flex Building with Associated Site Improvements on Lots 6 &10, Block 3, CTC Filing 1
D. Approve Resolution No. 28, Series 2016 –MOVED TO REGULAR BUSINESS

COUNCIL INFORMATIONAL COMMENTS ON PERTINENT ITEMS NOT ON THE AGENDA

No comments.

CITY MANAGER'S REPORT

No report.

REGULAR BUSINESS

APPROVE RESOLUTION NO. 28, SERIES 2016 – A RESOLUTION APPROVINGTHE FIRST AMENDMENT TO THE KESTREL PLANNED UNIT DEVELOPMENT (PUD) TO ALLOW NINE ADDITIONAL RESIDENTIAL UNITS ON LOT 1 OF THE KESTREL SUBDIVISION

Mayor Muckle called for a staff presentation.

Planning and Building Safety Director Zuccaro noted the applicant, Boulder County Housing Authority, requests a PUD amendment to allow nine additional residential units and remove 3,100 square feet of commercial space from the first phase of development within Planning Area A. The property is located northwest of the South Boulder Road and Colorado State Highway 42 (96th Street) intersection. The City of Louisville has partnered with the Boulder County Housing Authority on this affordable housing, mixed use project to include a minimum of 80% affordable housing units. The first phases of

the development are under construction with permits issued for 14 buildings and 3 buildings currently under review. The current PUD includes 191 residential units and 5,977 square feet of commercial area with areas of the project site reserved for future phases of development. The General Development Plan (GDP) allows up to 231 residential units and 64,488 square feet of commercial development. The first phase is heavy on the residential and the future phases are intended to be heavy on the commercial.

The applicant proposes four of the nine units on the ground floor of the live/work building adjacent to Hecla Dr., replacing 3,100 square feet of commercial area in this building. The proposal also includes increasing the live/work building from a two-story to three-story building. The building height will increase only slightly from 32'-0" to 32'-8" due to a decrease in ceiling heights.

The application proposes the additional five units within the community center building, which would be changed from a one-story to a two-story structure in order to accommodate the additional units. The building height would increase from 19'5" to 30' 1".

A total of 31 parking spaces would be required for Planning Area 1 under the proposed PUD amendment. The proposal includes 38 parking spaces.

Staff recommends approval with no conditions.

PUBLIC COMMENT

Michael Menaker, 1827 W. Chokecherry Drive, Louisville, CO thanked Council for taking this off the consent agenda and noted it was in reply to a question he asked. He stated staff answered the question thoroughly and he appreciated the responsive of Council and staff.

APPLICANT PRESENTATION

Ian Swallow, with Boulder County Housing, 2525 13th Street, Boulder, CO noted the proposal asks to move 9 residential units from the future phase of development up to the current phase, adding a second story to the community building; as well as 4-one bedroom units to the live/work building. The housing authority had heard from the community there was a need for one bedroom units, especially from the senior population and persons with disabilities. The flex place was to be shared with Art Underground; they have found another place making the need for that commercial space not the same. The additional affordable units seemed like a benefit to the project.

Mayor Muckle asked if a comparable number of units were now not going to be built in other parts of Area A.

Mr. Swallow said yes, 231 units are in the GDP, the current PUD is 191. Nine units that were not going to be in the current development are being added as affordable units now rather than being market rate units in future development.

Mayor Muckle asked if the Commercial space would be added anywhere else. Mr. Swallow felt the commercial space will be at its maximum. There has been a lot of interest in the commercial spaces.

Council member Loo asked if the economic analysis would be more negative now. Mr. Swallow did not feel the economic analysis would change much.

Council member Loo encouraged putting in as much commercial space as possible.

Mayor Muckle called for public comment and hearing none, asked for Council comments or a motion.

MOTION: Council member Loo moved to approve Resolution No. 28, Series 2016, seconded by Council member Keany. All in favor. Absent: Council member Leh.

RESOLUTION NO. 29, SERIES 2016 – A RESOLUTION APPROVING A BUSINESS ASSISTANCE AGREEMENT WITH GBS PARTNERS, INC. FOR AN ECONOMIC DEVELOPMENT PROJECT IN THE CITY OF LOUISVILLE

Mayor Muckle called for a staff presentation.

Economic Development Director DeJong stated the proposed business assistance package is with GBS Partners, Inc. d/b/a Boulder Sausage, Inc., a producer of pork sausage and bacon products, founded in 1961 in Boulder and moved to Louisville in 1994.

- They distribute to major grocery chains throughout Colorado and the Rocky Mountain Region.
- The company's CEO is Jim Burton.

- Project is to expand their operations at 513 South Pierce.
  - Approximately doubling the size of the facility.
  - 5,000 SF addition.
- Experiencing significant growth and will outgrow their footprint soon.
- Retain 26 jobs in Louisville
- Expand to 35 within 5 years
  - Wages meet Boulder County average wage
- $750,000 in construction and tenant improvements with expansion.
  - $23,500 in City Permit Fees, Use taxes
  - $1,800 is for Open Space and Historic Preservation purposes
- Considering locations in Aurora, Commerce City and Lafayette
  - Land rates vary from $2.10 - $3.50
  - Louisville listings vary from $3.50 - $5.75

- Expansion is more costly than new construction.

Proposed Assistance:

- 50% rebate of City Building Permit Fees
  - $5,300 value
- 50% rebate of Construction Use Taxes
  - $5,500 value
- Incentives capped at $12,500.
- Meets the general criteria of the BAP Program
  - Retention and expansion of jobs,
  - Project utilizes and existing building,
  - Encouraging the diversity of jobs or employment opportunities,
  - Value added by moving the company's corporate headquarters to the city,
  - Project conforms to the comprehensive plan

Action Requested: Resolution approving a Business Assistance Package with GBS Partners, Inc. doing business as Boulder Sausage.

Mayor Muckle asked if the applicant would like to make any comments.

APPLICANT PRESENTATION

Jim Burton, CEO of GBS Partners, Inc. noted they have been in Louisville since 1994 and have outgrown their facility. He noted the total investment in this project would likely be in excess of $1.5 million. The plan is to not only add the building space, but to add a large refrigerated production area and a second production line.

Mr. Burton stated the company is pleased to be in Louisville, would like to continue to be here and they are appreciative of any assistance.

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

MOTION: Council member Keany moved to approve Resolution No. 29, Series 2016 seconded by Council member Loo.

Council member Stolzmann was in favor of the motion, noted it meets the criteria and felt it would be great if the company stayed in Louisville. Mayor Muckle agreed.

Roll Call vote 6-0. Motion carries. Council member Leh absent.

ORDINANCE NO. 1720, SERIES 2016 – AN ORDINANCE AMENDING SECTION 4.03.060 OF THE LOUISVILLE MUNICIPAL CODE REGARDING LIABILITY FOR VIOLATIONS OF OPEN SPACE REGULATIONS – 2nd Reading – Public Hearing

Mayor Muckle requested a City Attorney introduction.

City Attorney Light introduced Ordinance No. 1720, Series 2016.

Mayor Muckle opened the public hearing and called for a staff presentation.

The Louisville Municipal Court Prosecutor, Colette Cribari, noted the ordinance would amend section 4.03.060 of the Louisville Municipal Code changing the references from "this title" which is much broader and seems to apply to all of Title 4, to "this chapter or Chapter 4.01 or 4.02."

When Title 4 was first adopted, the fourth Chapter was not included. Chapter 4.04 was added later. This amendment clarifies that violations of chapters 4.01, 4.02 and 4.03, pertaining to the management of Open Space, would not be a municipal offense. However, violations of chapter 4.04, pertaining to Open Space Regulations, would be a municipal offense.

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

MOTION: Council member Loo moved to approve Ordinance No. 1720, Series 2016, seconded by Council member Stolzmann. Roll Call Vote 6-0. Absent: Council member Leh

RESOLUTION NO. 30, SERIES 2016 – A RESOLUTION APPROVING A FINAL PLANNED UNIT DEVELOPMENT (PUD) FOR A 17,940 SF SINGLE STORY INDUSTRIAL FLEX BUILDING WITH ASSOCIATED SITE IMPROVEMENTS ON LOT 1 OF THE BUSINESS CENTER AT CTC

Mayor Muckle introduced the item and called for a staff presentation.

Planning and Building Safety Director Zuccaro stated this final Planned Unit Development (PUD) is for a building located at 305 S. Arthur Avenue.

- Located in CTC
- Property zoned PCZD-Industrial (PCZD-I)
- Required to follow IDDSG
- Dedication of right-of-way for a portion of a future road connecting 96th Street to S. Arthur Avenue
- Studied in CTC Connectivity Study
- Alternative 2, recommended road alignment
- No final design for roadway
- Lot coverage (building, parking, driveways):
    - Current plan: 54.3%
    - With future road: 66.8%
    - IDDSG: maximum 75%
- Side setback:
    - Current plan: 45' side setback
    - With future road: 15'
    - IDDSG: 30'
- 72 parking (4 spaces/1,000 for office)
- Access points:

    - Current plan: one
    - With future road: three
- Temporary sidewalk to be redesigned with future road construction
- Concrete tilt-up panels and aluminum storefront windows
- Varied roof line between 24-27 feet
- IDDSG allows for 40 feet
- Main entrance accented with blue panels, 27 foot parapet and horizontal steel canopy

The applicant is requesting the following waivers:

- An additional monument sign along the future road to be installed after the road is constructed.
- Three surface mounted signs, where one per street frontage is allowed, totaling 120 SF, where 80 SF is allowed, with a maximum character height of 24 inches, where 18 inches is allowed.
- A decrease in the side-yard setback from a local public street from 30 feet to 15 feet when the future road is constructed.

Staff supports these waiver requests and recommends approval of Resolution 30, Series 2016 with the following condition:

1. The applicant shall continue to work with Public Works Department on the items listed in the May 6, 2016 memo. Each item shall be completed prior to recordation.

Mayor Muckle called for Council questions.

COUNCIL QUESTIONS

Council member Maloney asked about the waiver for the setback in the side-yard; was 15 feet enough.

Planning and Building Safety Director Zuccaro noted in staff's discussion of this waiver, it was noted it is on the back side of the building and the future road is a local road without high traffic speeds. There will also be room for a sidewalk and landscape buffer between the building and the road. The project is under maximum lot coverage requirements so there are more open, landscaped areas.

Mayor Muckle asked about the landscaping between 96th Street and the parking lot. He called for an applicant presentation to answer that question.

APPLICANT PRESENTATION

Liz Cox, Construction Manager with Etkin Johnson, 1512 Larimer Street, Suite 100, Denver, CO introduced herself to Council. This single story 17,940 sf building sits on 2.3 acres. The building will be constructed with concrete tilt up panels with varying parapet heights will and several reveals. The majority of the parking is to south near

Arthur Avenue with trash enclosure and landscaping surrounding the area. There is a detention pond near Arthur Avenue. There will be 2 patios for indoor/outdoor office space and to allow sunlight in the building.

There is a tenant, Accurence, founded in 2005 as an inspection company for casualty homeowner insurance. The company has advanced to a software service driven company which allows adjusters and contractors to assess inspection data and find insurance solutions.

Ms. Cox noted there is a lot of landscaping between 96th and the building which includes a variety of trees and ornamental grasses.

Etkin Johnson has over a million square feet and eleven buildings and has been working in Colorado for over 25 years. They specialize in development, acquisition and ownership and management of income producing properties. Etkin Johnson strives to provide the highest quality space with highest quality service to their tenants.

Mayor called for Council questions and hearing none called for public comment. No public comment was heard.

City Attorney Light asked about the timing of the right of way dedication. He noted the language of conveyance was not on the PUD. He suggested a condition be added to clarify the vehicle to be used to make sure the dedication occurs.

Jim Vasbinder, Etkin Johnson Real Estate Partners, suggested a condition of PUD the right-of-way will be dedicated by separate instrument and could be conditioned on being done prior to the issuance of the building permit.

MOTION: Mayor Muckle moved to approve Resolution 30, Series 2016 seconded by Council member Keany.

City Attorney Light added a friendly amendment to add an additional condition which states “at or prior to recordation of the final PUD, the applicant shall enter into a development agreement with the City requiring the conveyance of the thirty foot future road right-of-way to the City, which conveyance shall be made at the time of recording of the PUD”.

Applicant agreed. Motioner and seconder agreed. All in favor. Council member Leh absent.

ORDINANCE NO. 1721, SERIES 2016 – AN ORDINANCE APPROVING A BOUNDARY LINE AGREEMENT CONCERNING CERTAIN BOUNDARIES OF MEMORY SQUARE PARK – 1st Reading – Set Public Hearing 07/05/16

Mayor Muckle requested a City Attorney introduction.

City Attorney Light introduced Ordinance No. 1721, Series 2016.

MOTION: Mayor Muckle moved to approve Ordinance No.1721, Series 2016 on first reading, ordered it published and set a public hearing for July 5, 2016, seconded by Council member Loo. All were in favor. Absent: Council member Leh

EXECUTIVE SESSION

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

The City Manager requested the City Council Convene an Executive Session for the Purpose of Consideration of Potential Real Property Acquisitions and Dispositions concerning property in Louisville.

REGULAR BUSINESS ITEMS SUSPENDED

City Attorney Light introduced the request for executive session. The City Manager requested the City Council convene an executive session for the purpose of consideration of potential real property acquisitions and dispositions concerning property in the Louisville area.

Acting City Clerk Hanson read Section 2.90.050 – Public statement of the Louisville Municipal Code, which outlines the topics permitted for discussion in an executive session.

City Attorney Light stated the authority to conduct an executive session: (Louisville Charter, Section 5-2(c) – Authorized Topics – Consideration of real property acquisitions and dispositions, but only as to appraisals and other value estimates and strategy, and C.R.S. 24-6-402(4)(a)).

MOTION: Mayor Muckle moved the City Council adjourn to executive session for the purpose of consideration of potential real property acquisitions and dispositions concerning property in the Louisville area, but only as to appraisals and other value estimates and strategy for such potential acquisition and disposition, and the session include the City Council, City Manager, City Attorney, Economic Development Director, Planning and Building Safety Director. Council member Maloney seconded the motion. The motion carried by a vote of 6-0. Council member Leh absent.

Council member Stolzmann noted the executive session was scheduled to consider multiple properties and she would vote to go into executive session but would likely object to one of the topics in the discussion in executive session.

The City Council adjourned to executive session at 7:53 p.m.

The City Council meeting reconvened at 9:00 p.m.

REGULAR BUSINESS ITEMS CONTINUED

REPORT – DISCUSSION/DIRECTION/ACTION – REAL PROPERTY DISPOSITION AND PENDING LITIGATION

City Attorney Light reported in executive session the City Council discussed a matter concerning real property acquisitions and dispositions in the Louisville area. Staff was given direction by the City Council on strategies for potential acquisitions and dispositions of properties.

CITY ATTORNEY'S REPORT

No report.

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

No comments.

ADJOURN

MOTION: Mayor Muckle moved for adjournment, seconded by Council member Keany. All were in favor. The meeting was adjourned at 09:01 p.m.

_____
Robert P. Muckle, Mayor

_____
Carol Hanson, Acting City Clerk

City of Louisville
COLORADO • SINCE 1878

CITY COUNCIL COMMUNICATION
AGENDA ITEM 5C

SUBJECT: **APPROVE A CONTRACT AMENDMENT BETWEEN THE CITY OF LOUISVILLE AND MICHAEL BAKER INTERNATIONAL FOR THE 95TH STREET BRIDGE REPLACEMENT**

DATE: **JULY 5, 2016**

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

SUMMARY:
As a result of FHWA and CDOT design requirements, the 95th Street (County Road) Bridge project is now expected to take about 45 days longer than originally anticipated. This longer period will require the construction management and materials testing contractor, Michael Baker Jr. Inc., to provide additional construction management and materials testing services for the City costing an additional $108,791. Staff recommends City Council approve $108,791 in additional funds to cover this work. All costs are reviewed/audited by City staff and CDOT for eligibility. These costs are 90% reimbursable from the Federal and State governments.

The 95th St Bridge over Coal Creek is under the reimbursement jurisdiction of the Colorado Department of Transportation (CDOT) and the Federal Highway Authority (FHWA) for flood reconstruction funding. On April 15, 2014, City Council Approved the Master Intergovernmental Agreement (IGA) with CDOT. On January 19, 2016, Council approved a construction contract with Hamilton Construction and an amendment to the contract with Michael Baker International for additional design work and additional construction management services.

The original 2014 scope of work for construction services, based on partial design, assumed a construction duration of 100 working days. The current construction schedule duration reflecting the final design approved by FHWA and CDOT is 145 working days. Therefore, the project requires an additional 45 days of construction management and geotechnical testing.

The cost of an additional 45 days of construction inspection and materials testing is $108,791.

FISCAL IMPACT:
The City's share of the cost increase will be 10% of the $108,791, or $10,879.This cost is covered by existing project contingencies and will not require a budget amendment, but does require a contract amendment. Project funding is listed below:

Description	Account	Funding
95th St. Bridge Budget	042-499-55310-06	
Bridge Demolition and Contingency	Complete	$108,616.00
Michael Baker Design Contract	Complete	$688,925.00
Michael Baker Design Contingency	Complete	$68,893.00
Construction Contract	Hamilton	$1,817,175.20
Construction Contingency (10%)	Hamilton	$181,717.52
Additional Design (Complete) and Construction Management	Michael Baker	$47,582.17

Additional CM and Materials Testing	Michael Baker	$108,791.00
Total Project Cost		$3,021,699.89

* Demolition is reimbursed at 100%. Costs of bridge aesthetics design and construction are not eligible for reimbursement. Remaining costs are reimbursed at Fed/State/City percentages of 80%,10%,10%.

Description	Cost	Fed/State %	Reimbursement
95th St. Bridge Budget			
Bridge Demolition and Contingency	$108,616.00	100	$108,616.00
Consultant Design Contract	$688,925.00	90	$620,032.50
Aesthetics Design		0	($30,485.01)
Consultant Design Contingency	$68,893.00	90	$62,003.70
Construction Contract	$1,817,175.20	90	$1,635,457.68
Aesthetics Construction		0	($36,620.55)
Construction Contingency (10%)	$181,717.52	90	$163,545.77
Additional Design and Construction Management	$47,582.17	90	$42,823.95
Additional CM and Materials Testing	$108,791.00	90	$97,911.90
Total Project Cost	$3,021,699.89		$2,663.285.94
City Share			$358,413.95

RECOMMENDATION:
Staff recommends City Council approve $108,791.00 in additional funds to cover the cost of additional construction management and materials testing services provided by Michael Baker Jr. Inc. for the 95th Street Bridge Replacement project.

ATTACHMENT(S):
1. Consultant Amendment

EXHIBIT C

Addendum No. 2 to Service Agreement

This Addendum to that certain Services Agreement dated July 15, 2014 is made effective as of _____, 20____, by and between the undersigned parties. The Addendum immediately preceding this Addendum was dated January 19 , 2016 .

1. Services to be provided: Additional Construction Management and Geotechnical Testing Services

2. Fees: $108,791.00

3. Schedule: Through December 31, 2016.

CITY OF LOUISVILLE
749 Main Street
Louisville, CO 80027

By: _____
Robert P. Muckle, Mayor

Attest: _____
Carol Hanson, Acting City Clerk

Company: Michael Baker Jr. Inc.

Address: 165 S Union Boulevard, Ste. 200

Lakewood, CO 80228

By: _____

Attest: _____

Exhibit "B"

SCOPE OF SERVICES
PURSUANT TO AN AGREEMENT BETWEEN
THE CITY OF LOUISVILLE
AND
MICHAEL BAKER INTL

Dated: April 28, 2016

PROJECT TITLE: Contract Modification
95th Street Bridge Replacement (No. ER M825-011)
Phase III (Construction) –Construction Management Services

START DATE: March 2015 (approximate)

END DATE: October 2016 (approximate)

JUSTIFICATION OF REQUESTED CONTRACT MODIFICATION:

The purpose of this contract modification request is to address a change in services from the original scope of work, prepared during the proposal phase of the project in June of 2014.

This original 2014 scope of work for construction services assumed a construction duration of 100 working days (approximately 20 weeks). The construction duration estimate was prepared prior to the start of design and therefore an estimate of the construction duration based on the best (and only) available information – the Detailed Damage Inspection Report (DDIR). Michael Baker was not provided any scope, budget, or time to prepare a detailed construction schedule at the time of contracting. Both the City of Louisville and CDOT reviewed the scope of work in detail and approved the 100 day construction duration assumption.

During the completion of the design process, Michael Baker prepared a detailed construction schedule and completed CDOT form 859, Project Control Data. This detailed schedule was based upon the actual designed project and without the benefit of contractor means and methods (attached to the back of this scope and fee for reference only). The selected contractor agreed to this contract schedule duration and provided a detailed CPM schedule to reflect their anticipated work schedule. For both the contract schedule and Contractor's CPM schedule, the construction duration is expected to be 145 working days (approximately 29 weeks). Therefore, the project duration has increased by 45 days from the original scope of work.

As construction management and inspection services are a direct function of the Contractor's schedule, the additional construction duration warrants a commensurate change to the contract. This contract modification request only accounts for the difference between the original scope of work and the actual construction duration.

Materials testing is also a function of the Contractor's schedule, although not directly. In this case, there is a slight increase in materials testing that is essentially a reflection of the Contractor's actual production rates as they compared to the assumed production rate. Specifically, there are several material testing items where the frequency is based upon a minimum number of tests per day (i.e. more days = more tests).

SCOPE OF SERVICES:

The scope of services for this project is to perform Phase III of the project development. Phase III includes: project management, construction administration, construction management, construction inspection, and materials testing during construction.

I. Construction Management (CM), Construction Inspection (CI), and Materials Testing

The work duration is an additional 9 weeks (45 working days) for primary construction activities. This applies to all positions originally scoped to support the project, including the Project Engineer, Construction Inspector, CM Oversight & QA, and overhead expenses such as mileage. The work duration, as stated is 29 weeks (145 working days) for primary construction activities with an additional 3 weeks for punch list, paperwork, and invoicing activities.

These services will include: one full-time Project Engineer, one part-time Oversight/QA Manager, and one full-time Construction Inspector/certified Materials Tester. The Project Engineer will coordinate, attend, and review all construction activities throughout the project duration (i.e. 29 weeks). The Construction Inspector/Materials Tester will be on-site for all construction activities from commencement through the completion of major project features (i.e. 29 weeks). The Oversight/QA Manger will be required as-necessary, primarily attending weekly meetings.

Work hours will be roughly 50 hours/week for the Inspector/Tester following the contractor's hours worked to date. This is based on a work schedule of 7 AM until 5 PM (Monday – Friday). The Project Engineer will be working 45 hours/week on average for the duration of the project. QA/QC Manager hours will be 3 hours per week budgeted for attending weekly meetings and or construction management oversite. Overtime hours for the Project Engineer will be paid at the same rate as regular, non-overtime hours. Overtime hours for the Construction Inspector/Materials Tester will be paid at regular, non-overtime hours. Travel time will not be paid. Commuting mileage as well as mileage on site is anticipated to be limited to 57 miles per day for the Project Engineer, and 44 miles per day for the Inspector/Tester.

The Contractor has provided an office space (1400 Main Street, Louisville, CO) where the Project Engineer will work from for the majority of the time. Material tests will be tested at Shannon and Wilson's internal laboratory and a field lab will not be required.

A. Construction Management. The following CM activities are being provided.

   1. Construction Coordination. Regularly scheduled weekly and as-needed meetings are being conducted with the Contractor and other involved parties to review, update, and coordinate construction activities. Weekly meetings are including a review of issues that are impacting progress, the cost to complete the work, and significant situations encountered related to the construction of the project. Meeting minutes are being prepared to document items discussed, decisions reached, direction given, and actions to be taken.

2. Review and approve the Contractor's Method of Handling Traffic (MHT) submittals. During construction, monitor the Contractor's MHT for implementation of traffic signing, barriers, and other traffic control measures in accordance with the approved plan.
3. Review of Construction for Conformance with Plans and Specifications. Monitor the Contractor's construction activities with respect to the contract documents and relevant schedule submittals governing the performance of the work. Resolve construction problems and/or recommend action for their resolution, as they relate to changed field conditions or conflicts in the contract documents. Coordinate with the designer during construction for implementation of revisions to the plans as may be required.
4. Review of Progress Schedules & Processing Shop/Working Drawings Submitted by the Contractor. Schedule submittals shall be thoroughly reviewed for completeness and accuracy. Appropriate action shall be taken when deficiencies are noted.
5. Submittals, design drawings, shop drawings, materials, and test procedures received from the Contractor will be forwarded to appropriate design personnel for review and approval. Approved drawings will be returned to the Contractor, as well as a copy retained for use during the remainder of the project.
6. Daily Quality Control Inspection & Quantity Control. Perform daily quality control inspections of construction activities to document activities performed and assessment of conformance with the contract documents in accordance with Section 2 of this Scope. Inspection items may include but are not limited to excavation, backfill, and compaction operations; concrete placement; paving; drainage; utilities; structures; signing and striping; landscaping; and traffic control installations.
7. Quantities of work elements constructed will be measured and recorded to support the preparation and processing of progress pay estimates to the Contractor. Quantities are being documented in an interim quantity book for tracking of quantities constructed as compared to the original design quantities on the project. Quantities of work will be agreed upon with the Contractor and then reflected in monthly progress pay estimates. Assist the CITY in resolving disputes in quantities with the Contractor prior to the preparation of the pay estimate.
8. Materials Testing. Direct, coordinate, supervise, monitor, manage and administer all materials sampling and testing to ensure that the required sampling, materials testing and documentation is obtained in a timely manner and maintained in accordance with the Materials Manual and Contract requirements to verify the quality of the work performed by the construction contractor.
9. Project Documentation. Maintain project submittal register, track project correspondence, check daily diaries, prepare inspectors progress reports, and complete appropriate paperwork and forms.
10. Contaminated Material Notification. Monitor construction operations and notify the CITY and CDOT immediately when contaminated material is encountered or developed on the project. When such material is identified, procedures developed by the Contractor to mitigate the problem will be reviewed and a recommendation provided.
11. Completion, Inspection and Punch List. Conduct a final inspection with the Contractor and the CITY and CDOT upon substantial completion. The result of the inspection is the development of a punch list of remaining and/or outstanding work to be performed by the Contractor prior to final project acceptance.
12. Completion Inspection and Close-Out. Following the completion of all punch list items by the Contractor, conduct a final inspection with representatives from the Contractor and the

CITY and CDOT to confirm the completion of all work. The result of this inspection will constitute final project acceptance.

13. Preparation of Final Pay Estimate. Determine final quantities with appropriate supporting documentation and checks and prepare final pay estimate.

B. Construction Inspection. A daily diary is being prepared for each day on the project. They shall use CDOT's Form 103 or automated 103a. The contents of the diary shall be brief and accurate statements of progress and conditions encountered during the prosecution of the work. A copy of the daily diary shall become a part of the permanent project record.

Inspection responsibilities may include but are not limited to the following:

1. Preparing and transmitting updates of construction activities to the CITY and CDOT.
2. Periodic reports and billings required by CDOT Procedural Directive 400.2.
3. Monitoring and documenting contractor payroll compliance.
4. Participation in weekly progress meetings with contractor, subs, utilities and other interested parties.
5. Securing project documentation from the contractor.
6. Anticipating project problems and directing solutions to the appropriate parties.
7. Reviewing drawings and data submitted by the construction contractor and suppliers for conformance with the specifications. Inform and obtain concurrence as needed from the designer(s) and keep relevant documentation for project records.
8. Maintaining accurate notes reflecting actual construction details to be used in preparation of "As-Constructed" plans.
9. Communicating with adjacent landowners as required toward resolving issues that arise due to construction.
10. Monitoring compliance with and taking appropriate action to preserve safety on the project for all workers and traveling public in accordance with MHT and the Manual of Uniform Traffic Control Devices (MUTCD).
11. Initial, follow up, and final inspections of work in progress including interim and final measurements and coordination with Consultant Tester to ensure materials testing requirements are met.
12. Promptly notifying contractors and designer of non-compliance with the contract plans and specifications.
13. Performance of special tests, investigations, or monitoring which are required to fulfill the intent of the CDOT inspection program.
14. Preparation of inspection documentation for development of progress payments for the contractor in accordance with prescribed procedures.
15. Submittal of standard documentation reports no later than the following working day.
16. Preparation of routine correspondence to the contractor, the CITY, and CDOT.
17. Providing liaison and communication to contractor field crews.
18. Assist the designer with preparation of final "As Constructed" plans.
19. Assist in preparing punch lists of uncompleted work, non-conformance reports, and deficiency notices.
20. Assist in preparing responses to contractors' and suppliers' requests for information, submittals, change notices, claims, and correspondence.

C. Materials Testing. This work includes the sampling, testing, inspection and documentation all materials generated and produced on the project. This includes: materials delivered to the project that are listed in the Summary of Approximate Quantities in accordance with the SCHEDULE in the Field Materials Manual; materials that may be added to the project through contract modification; and altered material quantities whether increased or decreased. The consultant's Project Engineer and field tester(s) shall review project quantities on a monthly basis to ensure that sufficient tests have been performed for the material placed to date.

The consultant shall sample, test and inspect those specified materials utilized in construction. Other services may be requested in writing by the CITY. Test results and inspection observations shall be documented by the consultant and approved by the designer in accordance with the references cited above in Project Standards. The materials tester will be responsible for materials sampling, testing, and documentation as directed by the Project Engineer to supplement the project testing staff during peak periods. The materials tester needs to be certified to perform the project sampling and testing in accordance with CDOT requirements. These requirements typically include the following certifications: CAPA levels A&B, ACI, and WAQTC, and nuclear gauge operation.

II. References and Design Criteria

See Section IV for CM, CI, and Materials Testing references and criteria. Refer to Phase I scope of work for additional references.

III. Deliverables

The following is an estimate of the deliverables required for this project. Refer to the detailed discussions above for further detail. All copies shall be submitted in hard copy and .pdf format; plans are 11x17, all others 8½ x11, except as noted otherwise.

Project Administration: (Ongoing)

- Monthly progress reports with monthly invoices
- Meeting and telephone conversation documentation
- Quality Control review of all project deliverables prior to their submittal

Post-Design Services

- Shop/working drawing reviews
- RFI responses and associated documentation
- Revised construction documents for design-change requests
- LOMR
- As-built plans

CM/CI and Materials Testing

- All applicable construction documentation as outlined in the listed CDOT references.

IV. Schedule

Below is the CPM schedule provided by Hamilton Construction outlining the 145 working days anticipated to complete construction for the County line bridge replacement (95th Street). This schedule differs from the original scope of 100 days as was prepared immediately following the proposal/interview. At that time, Michael Baker had not yet had any time invested into the project in any

capacity nor had a formal schedule been prepared by any party, nor could one have been expected to. Baker created an estimate, given our only reference point which was the DDIR. At that time this was the only resource to use and a best guess. However, at the end of design Baker prepared the Form 859 and project schedule that outlined the construction activities as was seen at that time. This estimate was a best guess by the design team to the contractor's means and methods without any knowledge of actual anticipated schedule. Based on field observations of contractor schedule to date, the 145 working days estimated is what is anticipated to be met pending any weather or field constraints not expected at this time.

The construction management team has been diligent in quality control of working hours per day. While driving pile, as well as initial construction activity, Hamilton Construction was working 12 hours per day for 6 days/week. This differs even from the construction schedule provided at the pre-construction meeting. This was done as a result of conditions outside of the contractor's control that resulted in deadlines having to be met at specific times. While these additional working hours had to be inspected, careful consideration was taken on the CM side to ensure that only hours necessary to be on site were done and billed to the City.

Because of the change in schedule (addition of days), there is an added cost associated with this. Due to the change in schedule, additional materials test were required of Shannon and Wilson as well as additional hours worked for everyone on the Construction Management side.

The addition of testing needs is a reflection of the Contractor's actual production rates as they compared to the assumed production rate. Minimum testing frequency is based on so many tests per day (i.e. more days = more tests). The following are added tests due to the change in schedule…

1. Item 203 (Embankment) will need at least one more R-Value test. An additional test will also be needed for one proctor for a material that meets the R-Value requirements (AASHTO T99, Method A). The CM team will need an additional proctor for the asphalt millings at the base of fill. This was a change from original scope as the Engineer allowed the contractor to pulverize the existing asphalt and use in place assuming that the material met Gradation, R Value, Atterberg as well as Proofroll. This is AASHTO T180 Method C. As was stated, this will thus require a gradation and atterberg test not originally scoped. It is assumed that once the contractor finds a source for their embankment material that this will be the sole source for this item number.

2. Item 206 (Structural Backfill) will need one proctor (AASHTO T180, Method A) due to change in schedule. This item will also require 3 gradations.

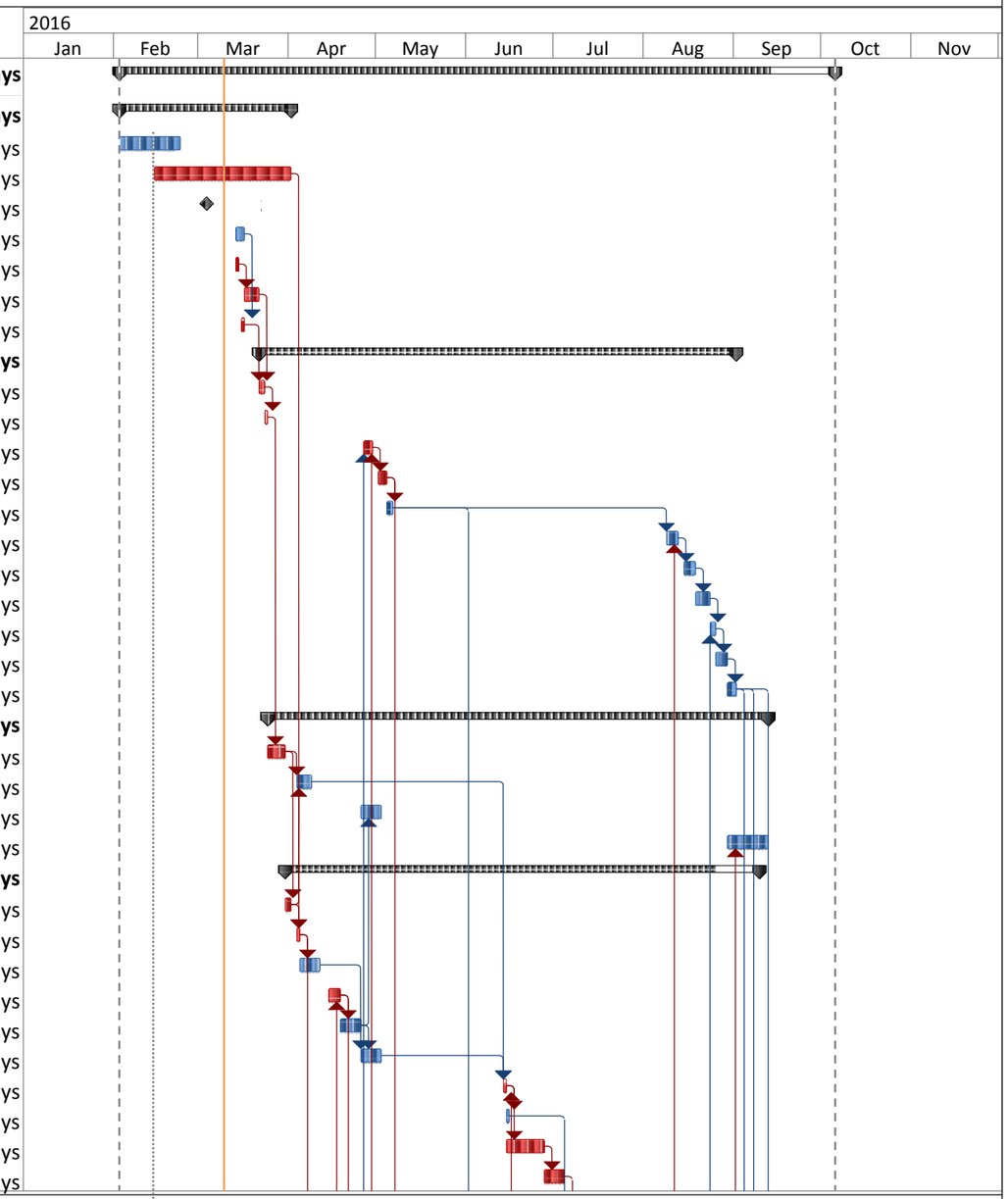
3. Item 304 (Aggregate Base Course) will also need one proctor (AASHTO T180 Method C).

4. Item 601 (Structural Concrete) due to the increase in scope also an increase in the number of that the number of tests is incorrect. Additional cylinders will be required adding to the cost.

5. Item 602 (Rebar Strength Test) does not have a line for the cost of rebar strength testing. A lab was found in Aurora that can perform the test. Each test actually consists of testing 3 bars.

City of Louisville
95th Street Bridge Replacement Project
Preliminary Baseline Schedule March 2016

ID	Task Mode	Task Name	Duration	Start	Finish	Predecessors	Total Slack
1		**95th St. Louisville Bridge Replacement Projec**	**176 days**	**Wed 2/3/16**	**Wed 10/5/16**		**0 days**
2		**Project Startup**	**43 days**	**Wed 2/3/16**	**Fri 4/1/16**		**0 days**
8		Apply and obtain SWMP permit	15 days	Wed 2/3/16	Tue 2/23/16		3 days
9		Xcel Energy coordination for wall pile	35 days	Mon 2/15/16	Fri 4/1/16		-8 days
7		Pre-construction meeting	1 day	Thu 3/3/16	Thu 3/3/16		0 days
4		Mobilize to jobsite	3 days	Mon 3/14/16	Wed 3/16/16		2 days
5		Wildlife survey	1 day	Mon 3/14/16	Mon 3/14/16		0 days
6		Install initial erosion control	3 days	Thu 3/17/16	Mon 3/21/16	5FS+2 days	0 days
3		Install advance warning signs	1 day	Wed 3/16/16	Wed 3/16/16	4	0 days
10		**Roadway**	**118 days**	**Tue 3/22/16**	**Thu 9/1/16**		**0 days**
11		Clear & Grub	2 days	Tue 3/22/16	Wed 3/23/16	6,3	0 days
12		Removal of Misc Items	1 day	Thu 3/24/16	Thu 3/24/16	11	0 days
13		Removal of Asphalt Mat	3 days	Wed 4/27/16	Fri 4/29/16	56,54	0 days
14		Roadway Embankment & Backfill lagg	3 days	Mon 5/2/16	Wed 5/4/16	13	0 days
15		Roadway Embankment & backfill lagg	2 days	Thu 5/5/16	Fri 5/6/16	14	18 days
16		Prep Subgrade	4 days	Tue 8/9/16	Fri 8/12/16	15,45	7 days
17		Roadbase	4 days	Mon 8/15/16	Thu 8/18/16	16	7 days
18		Finegrade for Paving	3 days	Fri 8/19/16	Tue 8/23/16	17	7 days
19		Pave HMA including bridge deck	2 days	Wed 8/24/16	Thu 8/25/16	18,49	7 days
20		Shoulder Roadway	2 days	Fri 8/26/16	Mon 8/29/16	19	7 days
21		Complete Slopes & Embankment Prot	3 days	Tue 8/30/16	Thu 9/1/16	20	7 days
22		**Channel & Rip-rap**	**122 days**	**Fri 3/25/16**	**Mon 9/12/16**		**0 days**
23		Remove channel rip-rap	4 days	Fri 3/25/16	Wed 3/30/16	12	0 days
24		24 inch riprap - excavate & place	5 days	Mon 4/4/16	Fri 4/8/16	28,23	46 days
25		24 inch soil riprap - excavate & place	5 days	Tue 4/26/16	Mon 5/2/16	32	112 days
26		12" soil riprap - excavate & place	10 days	Tue 8/30/16	Mon 9/12/16	58	17 days
27		**Bridge**	**117 days**	**Thu 3/31/16**	**Fri 9/9/16**		**0 days**
28		Structure Excavation	2 days	Thu 3/31/16	Fri 4/1/16	23	0 days
29		Abutment 1 - Drive Pile	1 day	Mon 4/4/16	Mon 4/4/16	28,9	0 days
30		Form/Pour Abutment 1 to beam seat	5 days	Tue 4/5/16	Mon 4/11/16	29	40 days
31		Abutment 2 - Drive Pile	2 days	Fri 4/15/16	Mon 4/18/16	53	0 days
32		Form/Pour Abutment 2 to beam seat	5 days	Tue 4/19/16	Mon 4/25/16	31	30 days
33		Beam seat cure time	5 days	Tue 4/26/16	Mon 5/2/16	32,30	30 days
34		Erect box girders	1 day	Tue 6/14/16	Tue 6/14/16	33,61,24	0 days
35		Grout girder dowel sleeves	1 day	Wed 6/15/16	Wed 6/15/16	34	13 days
36		Form edge of deck/overhang	9 days	Wed 6/15/16	Mon 6/27/16	34	0 days
37		Form abutment diaphragms	5 days	Tue 6/28/16	Mon 7/4/16	36	0 days

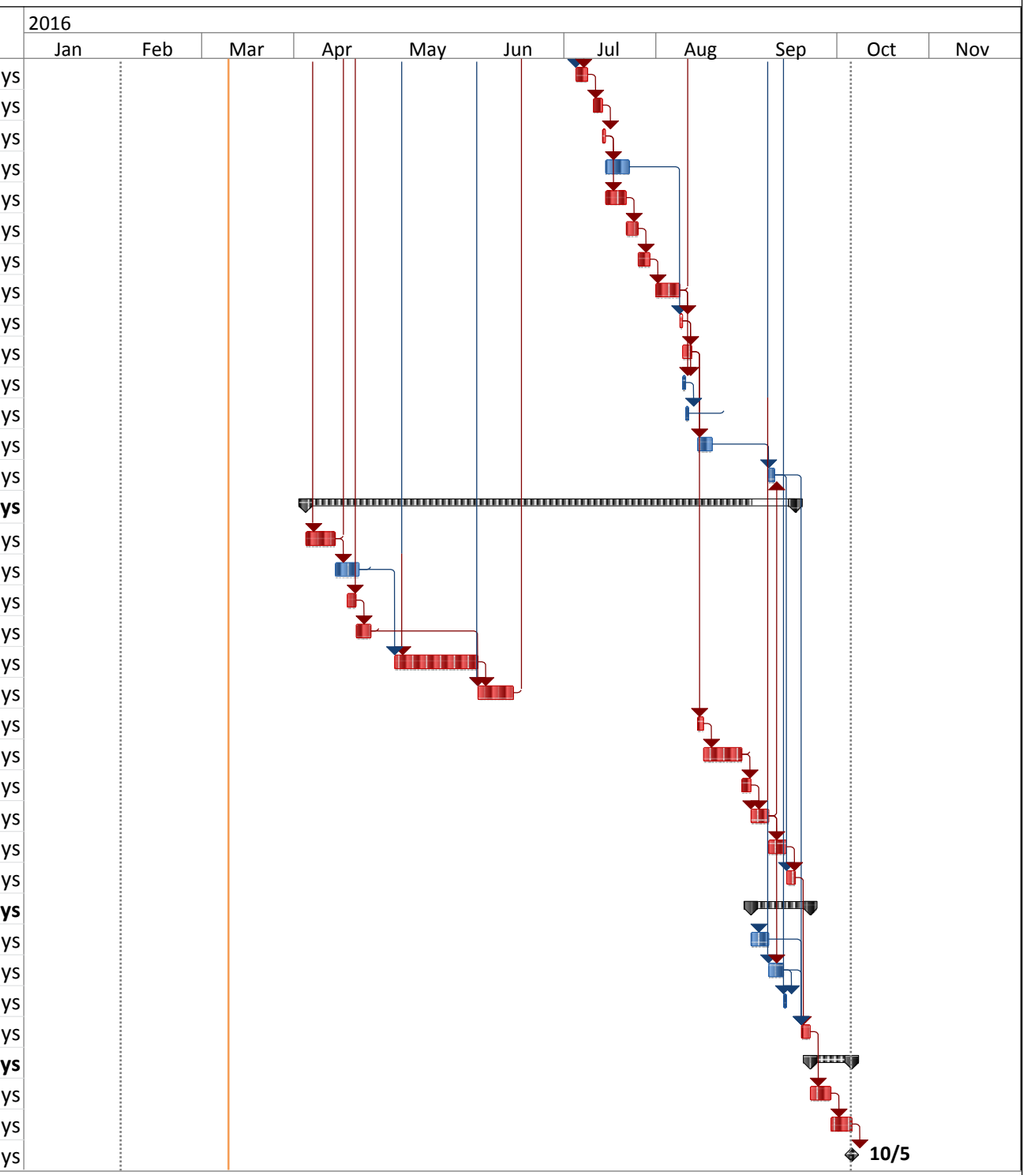


Project: 95th St. Preliminary Base
Date: Thu 3/10/16

Task		Project Summary		Inactive Milestone		Manual Summary Rollup		Deadline	
Split		External Tasks		Inactive Summary		Manual Summary		Critical	
Milestone		External Milestone		Manual Task		Start-only		Critical Split	
Summary		Inactive Task		Duration-only		Finish-only		Progress	

City of Louisville
95th Street Bridge Replacement Project
Preliminary Baseline Schedule March 2016

ID		Task Mode	Task Name	Duration	Start	Finish	Predecessors	Total Slack
38			Install deck rebar	4 days	Tue 7/5/16	Fri 7/8/16	37,35	0 days
39			Install deck machine & grade	3 days	Mon 7/11/16	Wed 7/13/16	38	0 days
40			Pour bridge deck	1 day	Thu 7/14/16	Thu 7/14/16	39	0 days
41			Form/Pour Type 10 curb on bridge deck	6 days	Fri 7/15/16	Fri 7/22/16	40	11 days
42			Diaphragm cure time	5 days	Fri 7/15/16	Thu 7/21/16	40	0 days
43			Backfill bridge ends	2 days	Fri 7/22/16	Mon 7/25/16	42	0 days
44			Form/Pour sleeper slab	4 days	Tue 7/26/16	Fri 7/29/16	43	0 days
45			Form/Pour approach slabs	6 days	Mon 8/1/16	Mon 8/8/16	44	0 days
46			Install bridge rail	1 day	Tue 8/9/16	Tue 8/9/16	41,45	0 days
47			Strip overhangs	3 days	Wed 8/10/16	Fri 8/12/16	46	0 days
48			Prep for waterproofing	1 day	Wed 8/10/16	Wed 8/10/16	45,46	15 days
49			Waterproofing membrane	1 day	Thu 8/11/16	Thu 8/11/16	48	15 days
50			Patch/rub prep for paint	5 days	Mon 8/15/16	Fri 8/19/16	47	15 days
51			Paint bridge	2 days	Thu 9/8/16	Fri 9/9/16	50,62	2 days
52			**Retaining Walls**	**119 days**	**Tue 4/5/16**	**Fri 9/16/16**		**0 days**
53			Wall A & B - Drive pile (59 each)	8 days	Tue 4/5/16	Thu 4/14/16	29	0 days
54			Wall A & B - Install temp lagging (1,380 SF)	6 days	Fri 4/15/16	Fri 4/22/16	53	2 days
55			Wall C & D - Drive pile (20 each)	3 days	Tue 4/19/16	Thu 4/21/16	31	0 days
56			Wall C & D - Install temp lagging (500 SF)	3 days	Fri 4/22/16	Tue 4/26/16	55	0 days
60			Wall A & B - form & pour facing	20 days	Thu 5/5/16	Wed 6/1/16	54,14	0 days
61			Wall C & D - form & pour facing	8 days	Thu 6/2/16	Mon 6/13/16	56,60,15	0 days
57			Raingarden walls - excavation	2 days	Mon 8/15/16	Tue 8/16/16	47	0 days
58			Raingarden walls - install blocks (1,572 SF)	9 days	Wed 8/17/16	Mon 8/29/16	57	0 days
59			Raingarden walls - Filter drain/growing media	3 days	Tue 8/30/16	Thu 9/1/16	58	0 days
62			Walls A thru D - Type 10 M rail install	4 days	Fri 9/2/16	Wed 9/7/16	61,59	0 days
63			Prep for painting	4 days	Thu 9/8/16	Tue 9/13/16	62	0 days
64			Paint retaining walls	3 days	Wed 9/14/16	Fri 9/16/16	63,51	0 days
65			**Finishes**	**14 days**	**Fri 9/2/16**	**Wed 9/21/16**		**7 days**
68			Final Fencing	4 days	Fri 9/2/16	Wed 9/7/16	21	7 days
67			Guardrail Install	3 days	Thu 9/8/16	Mon 9/12/16	21,62	4 days
69			Stripe roadway	1 day	Tue 9/13/16	Tue 9/13/16	21,67	16 days
66			Seed/Mulch Stabilize	3 days	Mon 9/19/16	Wed 9/21/16	67,68,64,51	0 days
70			**Project Closeout**	**10 days**	**Thu 9/22/16**	**Wed 10/5/16**		**0 days**
71			Punchlist	5 days	Thu 9/22/16	Wed 9/28/16	66	0 days
72			Clean-up & Mob out	5 days	Thu 9/29/16	Wed 10/5/16	71	0 days
73			Project Complete	0 days	Wed 10/5/16	Wed 10/5/16	72	0 days



Project: 95th St. Preliminary Base
Date: Thu 3/10/16

Task		Project Summary		Inactive Milestone		Manual Summary Rollup		Deadline	
Split		External Tasks		Inactive Summary		Manual Summary		Critical	
Milestone		External Milestone		Manual Task		Start-only		Critical Split	
Summary		Inactive Task		Duration-only		Finish-only		Progress	

V. Cost

The budget for Construction Services as was originally defined in the June 17th, 2014 Contract Modification Task Order was $114,658.00 for Construction Management and $84,014.00 for Construction Inspection and Materials, totaling $198,672.00. This, as was previously stated, was based on 100 working days and less inspection hours per week. As a result of the contractor working longer hours per day, as well as showing a CPM schedule utilizing 145 working days, additional funds are being requested. Below you will find a cost analysis for Construction Services totaling $307,463.00. Included in this cost estimate is $172,993.00 for Construction Management and $134,529.00 for Construction Inspection and Materials. This includes, additional weeks worked, hours per day as well as additional testing not scoped out in the original task order. Thus requiring additional funds of $108,791.00.

It should be noted that no additional cost was included in this CMO for the Yeh and Associates prefabrication beam and girder inspection. The cost associated with that inspection was included in the January 2016 addendum to the City of Louisville.

CONSTRUCTION MANAGEMENT							
LABOR	**Construction Duration**		**Additional Project Duration**		**Hourly Rate**	**Total Hours**	**Total Cost**
Project Engineer	45 hrs/wk	29 wks	40 hrs/wk	3 wks	$110/hr	1,425	$156,750
CM Oversight & Quality Assurance	3 hrs/wk	29 wks	1.0 hrs/wk	3 wks	$130/hr	90	$11,700
OVERHEAD DIRECT COSTS			**No. Trips**	**Dist**	**Total Distance**	**Federal Rate**	**Total Cost**
Mileage			161	57 mi	9,150 mi	$0.49/mi	$4,483
						CM/CI TOTAL	**$172,933**

CONSTRUCTION INSPECTION AND MATERIALS TESTING							
LABOR	**Construction Duration**		**Additional Project Duration**		**Hourly Rate**	**Total Hours**	**Total Cost**
Construction Inspector/Tester	40 hrs/wk	29 wks	0 hrs/wk	4 wks	$79/hr	1,160	$91,640
Construction Inspector/Tester	10 hrs/wk	29 wks	0 hrs/wk	4 wks	$92/hr	290	$26,680
CI/Testing Oversight & QA	1 hrs/wk	29 wks	0 hrs/wk	4 wks	$140/hr	29	$4,060
CONSULTANT LAB TESTING	**Test Name**				**No. Tests**	**Unit Cost**	**Total Cost**
Item 203 - Embankment	R-Value				2	$420.00	$840.00
	Chloride				1	$50.00	$50.00

	Proctor (AASHTO T99)			1	$190.00	$190.00
	pH			1	$50.00	$50.00
	Proctor (AASHTO T180)			1	$260.00	$260.00
	Gradation			1	$100.00	$100.00
	Atterberg			1	$71.00	$71.00
	Sulfate			1	$50.00	$50.00
Item 206 - Structural Backfill (Cl 1)	Sulfate			1	$50.00	$50.00
	Proctor (AASHTO T180, Method A)			1	$210.00	$210.00
	Gradation			3	$114.00	$342.00
	Chloride			1	$50.00	$50.00
Item 304 - Aggregate Base Course	R-Value			1	$420.00	$420.00
	Proctor (AASHTO T180C)			1	$260.00	$260.00
	L.A. Abrasion			1	$225.00	$225.00
Item 403 - Hot Mix Asphalt	Ignition Over Calibration			2	$360.00	$720.00
	Asphalt Ignition with Gradation			2	$190.00	$380.00
	Asphalt Binder Test			2	$630.00	$1,260.00
Item 601 - Structural Concrete	Cylinder Tests (x5)			50	$17.50	$875.00
	Rebar Strength Test			3	$40.00	$120.00
OVERHEAD DIRECT COSTS	**Unit Cost**	**No. Trips**	**Distance**	**Total Distance**	**Federal Rate**	**Total Cost**
Miscellaneous Field Equipment	$2,500					$2,500
Mileage		145	44 mi	6,380 mi	$0.49/mi	$3,126
					MATERIALS TESTING TOTAL	**$134,529**

COLORADO DEPARTMENT OF TRANSPORTATION

PROJECT CONTROL DATA

Project No.: ER M825-011	Project Code (SA#): 20527
Location: County Road Bridge Replacement over Coal Creek	
Region: 4	

The data on this form is valid for project advertisement before:
Date: 12/1/15 Advertisement Period: 3 weeks

Region Program Engineer: Heather Paddock	Project Engineer: Keith Wakefield
Resident Engineer: Joe Garcia	Project Inspector:
Floating Start Date: ☐ Yes ☒ No / / to / /	Time Specification Considerations: Yes No Material Delivery: ☐ ☒ A+B: ☐ ☒ Critical Path: ☒ ☐ Completion Incentive/Disincentive: ☐ ☒
Lead Time-Award Date to Notice-to-Proceed Date (typically 20 days): 30 days	

Provide information below for work items that may impact Contract time.

Mobilization/Construction Signing: 11 signs, 2 Barricades		Construction Surveying: Lump Sum Salient Feature: ☒ Yes ☐ No	
Clearing and Grubbing: 1 acre	Utilities:	Detours – Installation:	Detours - Removal:
Minor Structures: Stone Landscape Wall - 830 SF		Major Structures: Prestressed Concrete Box Girder Bridge, 4 pile - lagging retaining walls	
Earthwork: ☐ Contractor Furnished ☐ Available Source		Borrow: ☒ Contractor Furnished ☐ Available Source 1261 CY	
Concrete Pavement: ☐ Contractor Furnished ☐ Available Source		Hot Bituminous Pavement: ☒ Contractor Furnished ☐ Available Source 534 ton	
QC/QA Specifications: ☒ Yes ☐ No If no, explain:		Smoothness Specifications: ☒ No ☐ Yes If yes, Category #: HBP only: ☐ % improvement ☐ inches/mile	
Guardrail: 434 LF		Traffic Signals/Lighting:	Permanent Signing/Striping: Standard Pavement Marking Paint
Topsoil/Seeding/Mulching: Minimal		Other Items:	
Flagging: 1,160 hours	Uniform Traffic Control: 0 hours	Traffic Control Manager: ☒ No If no, attach explanation. ☐ Yes If yes, days:	

Construction Type, Special Requirements and Comments:

Road closed since Septermber 2013 Flood, no general traffic control or detours required. It is assumed that one flagger will be used at the intersection with 96th St (8 hours per day for 145 days).
Riprap 584 CY
Soil Riprap 1860 CY

Days: 145 ☒ Working ☐ Calendar	Or Fixed Completion Date: / /	Months Time Not Charged (free time): None	Minor Contract Revisions: $200,000
Region Program Engineer Signature:	Date: / /	Resident Engineer Signature:	Date: / /

Distribution:
Records Center (original)
Region Program Engineer
Resident Engineer

Previous editions may be used until supplies exhausted **CDOT Form 859 Page 1 of 2 07/02**

COLORADO DEPARTMENT OF TRANSPORTATION **PROJECT CONTROL DATA** BAR CHART FOR DETERMINING CONTRACT TIME	Project No.:	Project Code (SA#):
	Location:	Region:
	Prepared By:	Reviewed By:

Controlling Item of Work (*) Denotes Salient Feature	Number of Working Days Bar Chart

Production Rate Calculations:

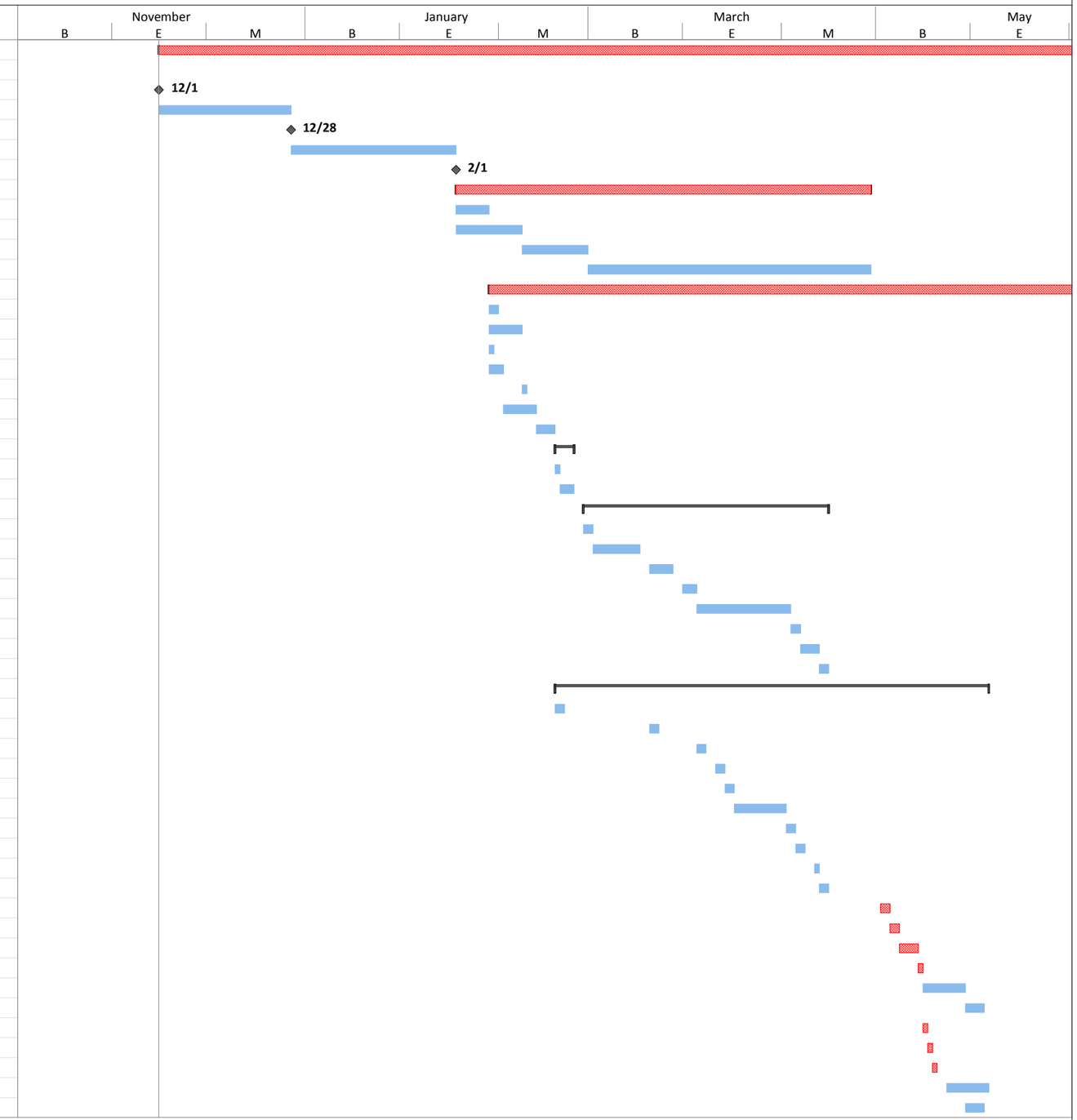
Instructions: See Appendix B of the *CDOT Construction Manual* for instructions on completing this form.

CDOT Form 859 Page 2 of 2 07/02

Previous editions may be used until supplies exhausted

CITY OF LOUISVILLE
COUNTY ROAD BRIDGE REPLACEMENT OVER COAL CREEK

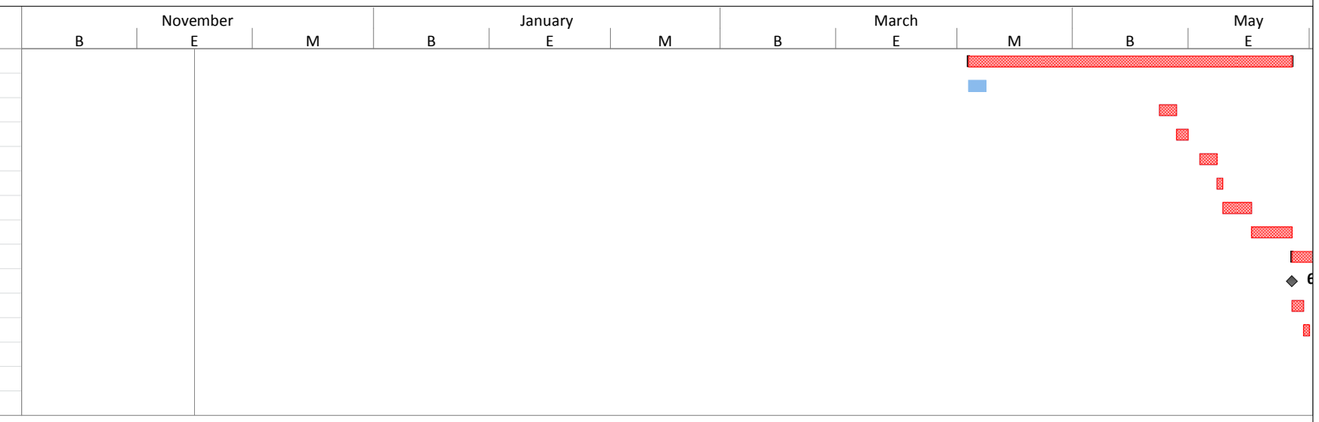
ID	Task Name	Duration	Start	Finish	Predecessors
1	**Louisville - County Road Bridge Replacement**	**145 days**	**Tue 12/1/15**	**Mon 6/20/16**	
2	**Pre-Award Activities**	**45 days**	**Tue 12/1/15**	**Mon 2/1/16**	
3	Project Advertisement to Contractors	0 days	Tue 12/1/15	Tue 12/1/15	
4	Contractor Bidding	20 days	Tue 12/1/15	Mon 12/28/15	3
5	Contractor Bid Opening	0 days	Mon 12/28/15	Mon 12/28/15	4
6	Contracting with Selected Bidder	25 days	Tue 12/29/15	Mon 2/1/16	5
7	Contractor Receives Notice to Proceed	0 days	Mon 2/1/16	Mon 2/1/16	6
8	**Pre-Construction Activities**	**64 days**	**Tue 2/2/16**	**Fri 4/29/16**	
9	Mobilization for Construction	5 days	Tue 2/2/16	Mon 2/8/16	7
10	Prepare & Submit Shop Drawings (Girders, rebar, railing)	10 days	Tue 2/2/16	Mon 2/15/16	7
11	Review and Approve Bridge Shop Drawings	10 days	Tue 2/16/16	Mon 2/29/16	10
12	Fabrication and Delivery of Major Bridge Items	60 days	Tue 3/1/16	Fri 4/29/16	11
13	**Construction Activities**	**95 days**	**Tue 2/9/16**	**Mon 6/20/16**	**7,9**
14	Construction Signing	2 days	Tue 2/9/16	Wed 2/10/16	7,9
15	Construction Survey	5 days	Tue 2/9/16	Mon 2/15/16	7,9
16	Utility Locates	1 day	Tue 2/9/16	Tue 2/9/16	9
17	Install Erosion Control Devices and Plastic Fence	3 days	Tue 2/9/16	Thu 2/11/16	9
18	Clearing, Grubbing and Tree Removal	1 day	Tue 2/16/16	Tue 2/16/16	15
19	Other Miscellaneous Removals	5 days	Fri 2/12/16	Thu 2/18/16	17
20	Excavation and Grading	2 days	Fri 2/19/16	Mon 2/22/16	19
21	**Build Temporary Construction Access (Optional)**	**4 days**	**Tue 2/23/16**	**Fri 2/26/16**	
22	Install Temporary Stream Crossing Pipes	1 day	Tue 2/23/16	Tue 2/23/16	20
23	Construct Temporary Crossing	3 days	Wed 2/24/16	Fri 2/26/16	22
24	**Retaining Wall Construction**	**38 days**	**Mon 2/29/16**	**Wed 4/20/16**	
25	Grading	2 days	Mon 2/29/16	Tue 3/1/16	20,23
26	Drive Piling	8 days	Wed 3/2/16	Fri 3/11/16	25
27	Formwork	5 days	Mon 3/14/16	Fri 3/18/16	26
28	Cast Walls	3 days	Mon 3/21/16	Wed 3/23/16	27
29	Curing of Walls	14 days	Thu 3/24/16	Tue 4/12/16	28
30	Concrete Coating	2 days	Wed 4/13/16	Thu 4/14/16	29
31	Anti Graffiti Coating	2 days	Fri 4/15/16	Mon 4/18/16	30
32	Place Geotextile & Riprap	2 days	Tue 4/19/16	Wed 4/20/16	31
33	**Bridge Construction**	**66 days**	**Tue 2/23/16**	**Tue 5/24/16**	
34	Grading	2 days	Tue 2/23/16	Wed 2/24/16	20
35	Drive Piling	2 days	Mon 3/14/16	Tue 3/15/16	26
36	Abutments - Formwork	2 days	Thu 3/24/16	Fri 3/25/16	28
37	Abutments - Reinforcing Steel	2 days	Mon 3/28/16	Tue 3/29/16	36
38	Abutments - Cast	2 days	Wed 3/30/16	Thu 3/31/16	37
39	Abutments - Cure	7 days	Fri 4/1/16	Mon 4/11/16	38
40	Abutments - Concrete Coating	2 days	Tue 4/12/16	Wed 4/13/16	39
41	Abutments - Anti Graffiti Coating	2 days	Thu 4/14/16	Fri 4/15/16	40
42	Creek Rough Grading	1 day	Mon 4/18/16	Mon 4/18/16	41
43	Place Geotextile & Riprap Under Bridge	2 days	Tue 4/19/16	Wed 4/20/16	42
44	Set Girders	2 days	Mon 5/2/16	Tue 5/3/16	12,42
45	Deck and Curbs - Formwork	2 days	Wed 5/4/16	Thu 5/5/16	44
46	Deck and Curbs - Reinforcing Steel	2 days	Fri 5/6/16	Mon 5/9/16	45
47	Deck and Curbs - Cast	1 day	Tue 5/10/16	Tue 5/10/16	46
48	Deck and Curbs - Cure	7 days	Wed 5/11/16	Thu 5/19/16	47
49	Deck, Curbs and Girders - Concrete Coating	2 days	Fri 5/20/16	Mon 5/23/16	48
50	Approach Slabs - Formwork	1 day	Wed 5/11/16	Wed 5/11/16	47
51	Approach Slabs - Reinforcing Steel	1 day	Thu 5/12/16	Thu 5/12/16	50
52	Approach Slabs - Cast	1 day	Fri 5/13/16	Fri 5/13/16	51
53	Approach Slabs - Cure	7 days	Mon 5/16/16	Tue 5/24/16	52
54	Set Bridge Railing	2 days	Fri 5/20/16	Mon 5/23/16	48



Project: Form 859 Schedule of Sal | Task | Milestone | Summary | Project Summary | Critical | Manual Progress

CITY OF LOUISVILLE
COUNTY ROAD BRIDGE REPLACEMENT OVER COAL CREEK

ID	Task Name	Duration	Start	Finish	Predecessors
55	**Roadway Construction**	**40 days**	**Wed 4/13/16**	**Tue 6/7/16**	**29**
56	Construction of Rain Gardens	3 days	Wed 4/13/16	Fri 4/15/16	29
57	Backfill and Grading	3 days	Mon 5/16/16	Wed 5/18/16	29,39,52,56
58	Place ABC	2 days	Thu 5/19/16	Fri 5/20/16	57
59	Place HMA	3 days	Mon 5/23/16	Wed 5/25/16	58
60	Striping	1 day	Thu 5/26/16	Thu 5/26/16	59
61	Install Guardrail	3 days	Fri 5/27/16	Tue 5/31/16	60
62	Place Remaining Topsoil and Seeding	5 days	Wed 6/1/16	Tue 6/7/16	61
63	**Project Closeout**	**9 days**	**Tue 6/7/16**	**Mon 6/20/16**	
64	Substantial Completion	0 days	Tue 6/7/16	Tue 6/7/16	54,62
65	Punch List	2 days	Wed 6/8/16	Thu 6/9/16	64
66	Corrective Action	1 day	Fri 6/10/16	Fri 6/10/16	65
67	Final Project Approval by CDOT	1 day	Mon 6/13/16	Mon 6/13/16	66
68	Contractor Demobilization	5 days	Tue 6/14/16	Mon 6/20/16	67
69	Project Complete	0 days	Mon 6/20/16	Mon 6/20/16	68



Project: Form 859 Schedule of Sal | Task | Milestone | Summary | Project Summary | Critical | Manual Progress

SUBJECT: **APPROVE A CONTRACT AMENDMENT BETWEEN THE CITY OF LOUISVILLE AND KDG ENGINEERING AND SUSTAINABLE TRAFFIC SOLUTIONS FOR THE STATE HIGHWAY 42 AND SHORT STREET GEOMETRIC AND TRAFFIC SIGNAL IMPROVEMENTS**

DATE: **JULY 5, 2016**

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

SUMMARY:
Staff recommends City Council approve the contract amendment with KDG Engineering for $108,283.00 and the contract amendment with Sustainable Traffic Solutions, Inc. for $11,347.00.

On November 3, 2015, Council Approved a contract with KDG Engineering for geometric design improvements of State Highway 42 and Short Street for $347,132.00 and a 10% staff controlled design contingency of $34,713.20.

CDOT requires modifications to the design that extend project limits and change the typical section. Staff also added scope for KDG to design the east leg of the intersection that will extend into the existing ballfields parking lot on the east side of the SH 42 and Short St. intersection. Additional coordination due to redevelopment changes in the area has also been requested of KDG. The cost of the addendum is $108,283.00.

On November 3, 2015, Council approved a contract amendment with Sustainable Traffic Solutions, Inc. (STS) for construction management services related to installation of a previously designed traffic signal for State Highway 42 and Short Street for $7,768.89. This amount includes a staff controlled contingency of $1,069. CDOT requires an air quality hot spot analysis report as part of the environmental clearance for the traffic signal installation. The cost of the addendum is $11,347.00.

FISCAL IMPACT:
The City will fund design and construction management services. City funds, Boulder County funds and State Faster Funds will pay for construction costs.

Total Budget (042-499-55310-68)	$ 500,000.00
KDG Design and Construction Maintenance Contract	$ 347,132.00
KDG Contingency (10%)	$ 34,713.20
Addendum No. 1	$ 108,283.00
Total KDG Budget	$ 490,128.20

STS Warrant Study and Const. Management Addendum	$ 10,694.00
STS Contingency (10%)	$ 1,069.00
STS funds remaining in Purchase Order	($ 3,994.11)
STS Contract Amendment	$ 11,347.00
Total STS Budget	$ 19,115.89
Remaining Project Budget	$ (9,244.09)

Staff discussed the line item shortfall with the Director of Finance and the shortfall will be resolved through a budget amendment. The budget amendment will appropriate an additional $9,244.09 within the Capital Projects Fund.

RECOMMENDATION:
Staff recommends City Council approve the contract amendment with KDG Engineering for $108,283.00 and the contract amendment with Sustainable Traffic Solutions, Inc. for $11,347.00.

ATTACHMENT(S):
1. KDG Contract Amendment
2. STS Contract Amendment

EXHIBIT C

Addendum No. 1 to Service Agreement

This Addendum to that certain Services Agreement dated November 3, 2015 is made effective as of _____, 20____, by and between the undersigned parties. The Addendum immediately preceding this Addendum was dated _____N/A_____, 20____.

1. Services to be provided: Additional scope requested by City and modifications required by CDOT.

2. Fees: $108,283.00

3. Schedule: Thru December 31, 2016.

CITY OF LOUISVILLE
749 Main Street
Louisville, CO 80027

By: _____
Robert P. Muckle, Mayor

Attest: _____
Carol Hanson, Acting City Clerk

Company: KDG Engineering LLC.

Address: 3500 S. Wadsworth Blvd. Ste 400

Lakewood, CO 80235

By: _____

Attest: _____

EXHIBIT "A"

SCOPE OF WORK
ADDITIONAL WORK CHANGES NO. 1

General:

The scope of work is to provide design and plans for the changes resulting from the meeting with the stakeholders including the City of Lafayette, Boulder County, CDOT and the City of Louisville.

Design Changes:

During the past few months there have been new developments started in the area and new information was found about the previous design done for this corridor.

The changes involved the following:

1. Additional Surveying and ROW effort. It was found that no surveying data exists from the previous design work done by Atkins. The original work was only for supplemental surveying. More work is required for a full survey. Also, additional survey is required since the limits of the project are slightly different (further south and north) and there may be some surveying for the drainage improvements at South Street and SH 42.
2. Extension of Short Street to the east. Short Street will be extended to the east to tie into the existing parking lot for the Louisville Sports Complex. Consideration shall be given to a future intersection with the proposed Lafayette soccer field parking lot. The City of Louisville is currently in the process of extending the drainage pipes under SH 42 with a box culvert and filling the drainageway in this area. Work is estimated to be complete in September and that the area will be filled in with embankment material. Additional roadway design, surveying, ROW, geotechnical investigation, and environmental services required.
3. Coordination with the DELO development at South Street. Work will include up to 5 meetings, review of development documents, incorporation of agreed upon revisions to the roadway design, plans, and specifications.
4. Coordination with the DELO development at Short Street. Work will include up to 5 meetings, review of development documents, incorporation of agreed upon revisions to the roadway design, plans, and specifications.
5. Additional Construction Engineering Support for Above Items. Increase in Site Inspections, RFIs', Shop Drawings, Coordination, and Materials Testing.

All the above items required additional surveying, designs, plans, specifications and quantity calculations along with additional field work and meetings.

The following are more specific scopes for the various disciplines.

A. Surveying and ROW for SH42 Corridor – South St. to Griffith St.

1. Design Survey:

   Provide a design survey within the survey project limits. The project limits begin approximately 200 L.F south of South Street and extend north along S.H. #42 to a point approximately 200' north of Griffith Street. (1,800 L.F.) We anticipate also extending the survey east and west approximately 25' outside the existing rights-of-way. Within these project limits the following items and tasks will be provided:

   a. Obtain permission to enter onto private property, as necessary.

   b. Establishment of horizontal and vertical control points as necessary to conduct the survey. The control will be based upon the State Plane Coordinate system and utilize existing HARN points or established and recognized Colorado Department of Transportation control points in the area. The vertical control will be based upon NAVD 88. We anticipate establishing 4-6 additional control points from which survey data will be gathered. These control points will be a #5 rebar marked control point on the cap and will be utilized during the construction phase of the project. We will also locate existing section corners and property corner monumentation along the corridor to establish existing rights-of-way and property lines within the survey limits. Horizontal control will be established utilizing GPS and vertical control will utilize differential leveling within the control points established. All data will be gathered based upon ground surveys to obtain the most accurate vertical information possible.

   c. Topography will be established with a 1' contour interval based upon spot elevations and cross sections of the roadway at 50' intervals and at all high points, low points and significant breaks in terrain.

   d. Location of all visible surface improvements within the survey limits to include fences, signs, walls, walkways etc.

   e. Location of trees with caliper greater than 3" diameter

   f. Location of existing striping

   g. Delineation of existing rights-of-way and property lines based upon the Boulder county public records. We do not anticipate providing title reports on adjacent properties within the corridor at this time. Easements will be delineated from existing subdivision plats only.

   h. Property owner's names and addresses based upon county records will be delineated on the design survey.

   i. Utility locations will be provided based upon visible surface improvements and utility locates provided by a subconsultant. We anticipate within the survey limits. i.e. sanitary sewers, storm sewers, gas, electric, telecommunication lines, etc. will be shown. We will provide invert pipe sizes and type at accessible locations.

2. Right-of-way Services:

   a. Prepare an ownership map per Colorado Department of Transportation Requirements.

   b. Prepare ten (10) legal descriptions with exhibits for proposed permanent easements and temporary construction easements. Right-of-way acquisition is not anticipated.

   c. Specific Exclusions:
      - Right-of-way plan set.
      - Post Construction As-built Utility Survey
      - Title commitments
      - Land Survey Plats
      - Land Survey Control Diagram
      - Location of Geotechnical Test Bores
      - Generating plan and profile sheets
      - Generating cross sections.

3. Utility Potholing:

   a. Potholing Traffic Control. The utility potholing subconsultant inadvertently left out the traffic control for the 40 potholes. We anticipate potholing will be provided by a subconsultant, Safe Site Inc. and subsequently surveyed by HKS and added to the design survey. Staking of proposed pothole locations prior to potholing is not included since it should not be necessary. Please note that due to the nature of potholing, this is considered only an estimate from Safe Site.

B. Short Street Extension:

1. Roadway Design: Design and Plans for the extension of Short Street to the east of SH 42 to tie into the existing parking lot for the Louisville Sports Complex. Work will include roadway design, plans, and cross sections. An asphalt pavement will be provided. Consideration shall be given to a future intersection with the proposed Lafayette soccer field parking lot to the south.

   Drainage and erosion control (SWMP) plans will be developed. It is assumed that the extension construction will be part of the overall SH42 construction (quantities to be listed separately) so that only minor changes are needed to the SH 42 Traffic Control Plan.

2. Design Survey: Provide a design survey for the perimeter area outlined on the attached exhibit map. We anticipate the survey will be provided post construction of the proposed new box culvert and will require separate site visits to complete. This design survey will be appended to the initial design survey and include the following items and tasks:

a. Establishment of additional horizontal and ve1iical control points as necessary to perform the survey. We anticipate two additional control points will be necessary.

b. Topography with 1' contour interval based upon an approximate 50' grid, delineating spot elevations. All major breaks in terrain will also be delineated to provide an accurate existing topographic map.

c. Location of existing visible surface improvements to include the existing parking area to the north and any other surface features.

d. Location of the new box culvert and associated improvements with the drainageway within this area.

e. Existing underground utilities will be marked in the field within the survey limits by a subconsultant and subsequently surveyed by HKS field crews and delineated on the design survey. Invert elevations will be provided on accessible utilities. i.e. sanitary and storm sewers

C. Geotechnical Investigation and Materials Testing – Short Street Extension

Additional work is required to add the extension of Short Street to the east of SH42 to tie into the existing parking lot for the ball fields. This work consisted of the site investigation, laboratory testing, construction materials testing and preparation of a geotechnical and pavement design reports in accordance with the scope of work. As requested, we have divided this proposal into two sections separating preliminary engineering, and construction materials testing as follows:

1. <u>Geotechnical Investigation Services and Preliminary Engineering:</u>

   a. Site reconnaissance by one of our engineers or geologists.

   b. Arrange for underground utility locates in the project vicinity.

   c. Drill 2 borings to depths of 5 to 10 feet to provide information for pavement design. A representative of Yeh and Associates will log the borings in the field and recover soil and/or bedrock samples.

   d. Borings will be marked by Yeh and Associates and surveyed by others.

   e. Conduct laboratory testing on recovered samples as needed to classify the site soils and bedrock in accordance with the CDOT 2016 Pavement Design Manual.

   f. Prepare a draft geotechnical engineering report that includes the following specific information:

      - Nature, consistency, and depths of the soils encountered in the borings.
      - Depth to groundwater, if encountered during drilling.
      - Logs of borings and classification of soil materials encountered while drilling and sampling.
      - Description and results of the field and laboratory test programs.
      - Exploration location map, boring logs and a description of site conditions.
      - Recommendations for pavement thickness using full depth asphalt and also a composite section.

g. This work does not include any traffic control, as we understand the work will be performed outside of live traffic zone.

2. Construction Materials Testing:

   This work will include an on call materials tester for the added Short Street proposed extension to perform sampling and testing of the following work elements:

   a. Subgrade preparation.

   b. Proposed HMA Pavement Reconstruction.

   c. Proposed C&G work.

D. Environmental Services for Extension of Short Street

Based on Pinyon's initial review of the additional project area and tasks provided by KDG, the following are the additional environmental evaluations that Pinyon will need to complete to meet CDOT and Federal Highway Administration protocols:

1. Waters of the US (WUS), including Wetlands: One water feature extends through the additional project area due to the extension of Short Street to the east. Pinyon will work with KDG to establish a study area that will encompass the project-related activities, including staging and parking areas, and Pinyon will delineate wetlands and WUS in accordance with current US Army Corps of Engineers guidance. A two-person team will complete the biological resource field work for the entire project, including the tasks identified in our existing contract dated January 28, 2016. During field investigation, a global positioning system (GPS) will be used to collect wetland and WUS location data within the study area, this data will be used to prepare a wetland map. Pinyon will determine the boundaries and size(s) of wetlands. The wetland delineation findings will be included in the Biological Resources Report. Pinyon will provide KDG the GIS shapefiles of the WUS, including wetlands, for incorporation into the project design. Pinyon will complete the documentation based on quantity of impacts provided by KDG. Pinyon will coordinate the findings with CDOT and the US Army Corps of Engineers; and determine the need for required permits. Based on our current project knowledge, it is assumed that a Nationwide Permit (NWP) will be required: Pinyon will complete the request for use of a NWP. For a NWP, coordination with US Fish and Wildlife will be required.

   Deliverable: USACE Nationwide Permit Request

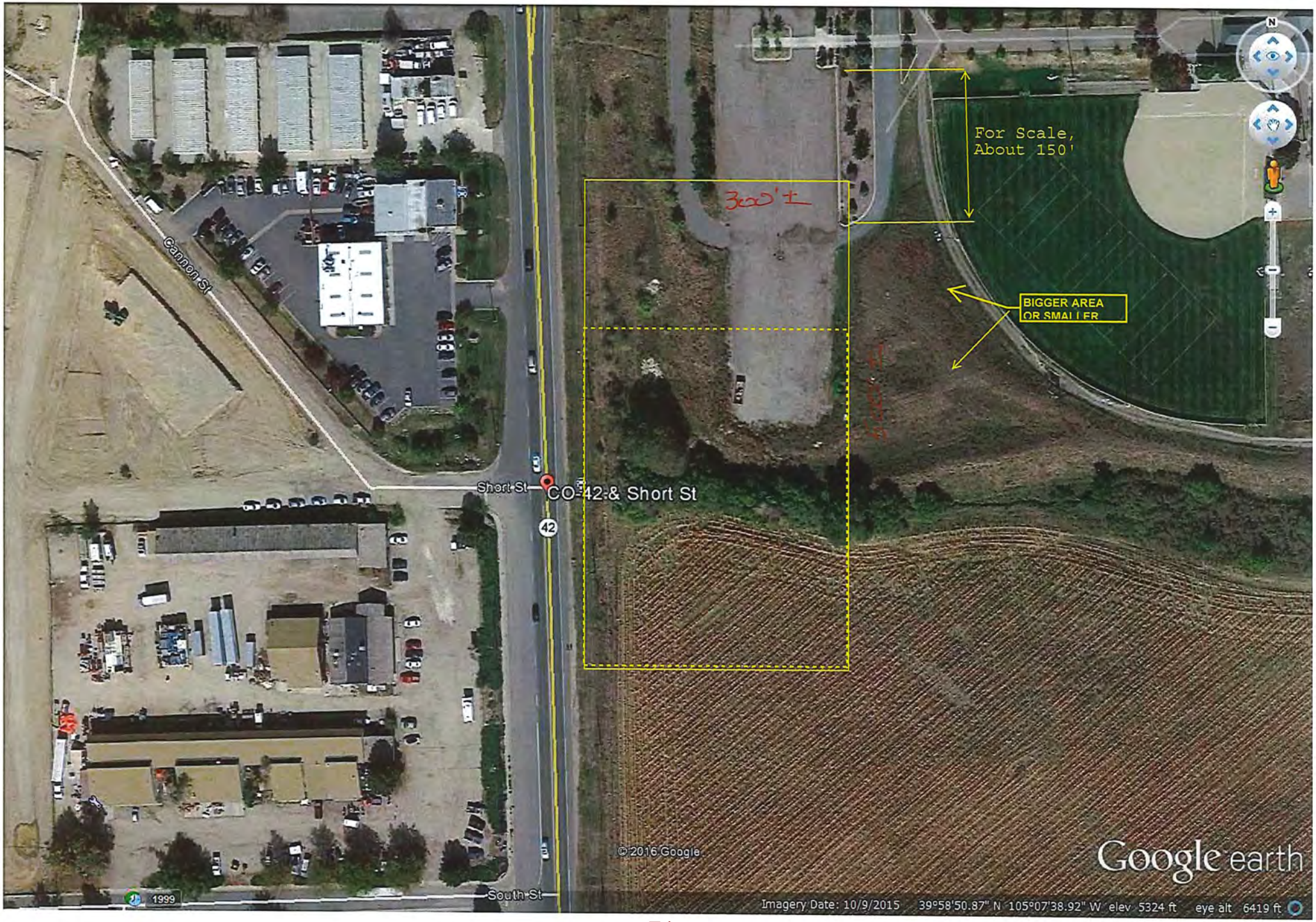
2. Section 4(f)(Recreational) and Section 6(f): The Louisville Sports Complex, as a publically owned recreational resource that is open to the public, is a Section 4(f) resource as identified by the DOT Act of 1966. Improvements to access to the Louisville Sports Complex parking lot are assumed to qualify to utilize an exception for an enhancement as these impacts may be considered a net benefit. Temporary occupancy for the drainage improvements at Miner's Field would also not require a formal Section 4(f) evaluation. Pinyon will prepare letters for the Officials with Jurisdiction (OWJ) to the City for review and approval prior to

submittal to CDOT documenting the recommendation that the project-related activities do not negatively affect the parks. Pinyon assumes two rounds of review and revision: the first by the OWJ and the second concurrently by the City of Louisville and CDOT, Region 4.

Pinyon will coordinate with CDOT to determine if 6(f) resources are present; this scope assumes that they are not and the lack of presence will be documented in a very brief memo to file.

E. Construction Management Services for the Extension of Short Street

The construction engineering support services for the extension of Short Street will be added to the existing services on the original contract. For the purposes of this fee estimate, one month was assumed for the added construction time for this extension.



SHORT STREET EXTENSION - APPROX. SURVEY AREA

SH 42 AND SHORT STREET
CHANE ORDER NO. 1
WORK HOURS ESTIMATE OF FEES
MAR. 25, 2016

KDG Engineering LLC

EXHIBIT A CO1

TASK DESCRIPTION	KDG - CIVIL					KDG Fees	HKS - TRANSP., TRAFFIC, HYDRAULICS				HKS Fees
	PM	Proj. Engr.	Bridge Engr	Direct Costs	KDG Task Hours		Sr. Engr.	Hydr. Engr.	Direct Costs	HKS Task Hours	
	Stan Kobayashi, PE	Stuart Yamamoto, EIT	Joe Long, EIT				Mike Kibbee, PE, PTOE	Scott Stosnider, PE, CFM			
	$140.00	$88.00	$75.00				$150.00	$125.00			
1 ADDITIONAL SURVEYING AND ROW											
1 Additional Surveying and ROW						$0					$0
2 Potholing Traffic Control & Misc.						$0					$0
						$0					$0
SUBTOTAL ADDITIONS FOR FULL SURVEY	0	0	0	$0	0	$0	0	0	$0	0	$0
2 EXTENSION OF SHORT STREET											
1 EXTEND SHORT STREET EAST TO PARKING LOT											
Survey and ROW	2	1			3	$368					$0
Roadway Design	8	40			48	$4,640	8	16		24	$3,200
Roadway Drainage	4	16	16		36	$3,168		8		8	$1,000
Materials Testing and Pavement Design	2	2			4	$456					$0
Plans and Specifications	6	40	32		78	$6,760	8	16		24	$3,200
Coordination & TCP	4	8	8		20	$1,864	8			8	$1,200
Quantities and Cost Estimate	2	12	12		26	$2,236					$0
Environmental/SWMP	2	8	16		26	$2,184					$0
						$0					$0
SUBTOTAL EXTENSION SHORT ST. DESIGN	30	127	84	$0	241	$21,676	24	40	$0	64	$8,600
3 & 4 COORDINATION WITH DELO											
						$0					$0
3 South Street	8	24	16		48	$4,432	8			8	$1,200
						$0					$0
4 Short Street	8	24	16		48	$4,432	8			8	$1,200
						$0					$0
SUBTOTAL DELO COORDINATION	16	48	32	$0	96	$8,864	16	0	$0	16	$2,400
TOTAL DESIGN HOURS	46	175	116	$0	337	$30,540	40	40	$0	80	$11,000

SH 42 AND SHORT STREET
CHANE ORDER NO. 1
WORK HOURS ESTIMATE OF FEES
MAR. 25, 2016

KDG Engineering LLC

EXHIBIT A CO1

TASK DESCRIPTION	KDG - CIVIL					KDG Fees	HKS - TRANSP., TRAFFIC, HYDRAULICS				HKS Fees
	PM	Proj. Engr.	Bridge Engr	Direct Costs	KDG Task Hours		Sr. Engr.	Hydr. Engr.	Direct Costs	HKS Task Hours	
	Stan Kobayashi, PE	Stuart Yamamoto, EIT	Joe Long, EIT				Mike Kibbee, PE, PTOE	Scott Stosnider, PE, CFM			
	$140.00	$88.00	$75.00				$150.00	$125.00			
6 CONSTRUCTION ENGINEERING - SHORT ST. EXTENSION											
14.b RFI'S & SHOP DRAWINGS	2.0	4.0			6.0	$632					$0
14.c MONTHLY MEETINGS (1 FOR ESTIMATING)	2.0	2.0			4.0	$456					$0
14.d ON-SITE INSPECTION SERVICES (1 MONTHS USED FOR ESTIMATING)	4.0	160.0			164.0	$14,640					$0
14.e AS-BUILT PLAN GENERATION	2.0	8.0			10.0	$984					$0
						$0					$0
SUBTOTAL CONSTRUCTION SERVICES	10.0	174.0	0.0	$0	184.0	$16,712	0	0	$0	0	$0
TOTAL HOURS AND FEES	56	349	116	$0	521	**$47,252**	40	40	$0	80	**$11,000**

SH 42 AND SHORT STREET
CHANE ORDER NO. 1
WORK HOURS ESTIMATE OF FEES
MAR. 25, 2016

KDG Engineering LLC

EXHIBIT A CO1

TASK DESCRIPTION	GEOTECHNICAL - YEH					Yeh Geotech Fees	HKS - SURVEYING					Fees
	Field Engr.	Staff Engr	Sr. Tech	Direct Costs	Yeh Geotech Task Hours		SURV. MGR.	1 MAN CREW	PROJ. SURV.	Direct Costs	HKS Surv. Task Hours	
	$98.00	$85.00	$67.00				$130	$120	$110			
1 ADDITIONAL SURVEYING AND ROW												
1 Additional Surveying and ROW						$0	3	50	13		66	$7,820
2 Potholing Traffic Control & Misc.						$0				$12,235	0	$12,235
						$0					0	$0
SUBTOTAL ADDITIONS FOR FULL SURVEY	0	0	0	$0	0	$0	3	50	13	$12,235	66	$20,055
2 EXTENSION OF SHORT STREET												
1 EXTEND SHORT STREET EAST TO PARKING LOT												
Survey and ROW						$0	2	24	6		32	$3,800
Roadway Design						$0					0	$0
Roadway Drainage						$0					0	$0
Materials Testing and Pavement Design	4	28	6	$866	38	$4,040					0	$0
Plans and Specifications						$0					0	$0
Coordination & TCP						$0					0	$0
Quantities and Cost Estimate						$0					0	$0
Environmental/SWMP						$0					0	$0
						$0					0	$0
SUBTOTAL EXTENSION SHORT ST. DESIGN	4	28	6	$866	38	$4,040	2	24	6	$0	32	$3,800
3 & 4 COORDINATION WITH DELO												
						$0					0	$0
3 South Street						$0					0	$0
						$0					0	$0
4 Short Street						$0					0	$0
						$0					0	$0
SUBTOTAL DELO COORDINATION	0	0	0	$0	0.0	$0	0	0	0	$0	0	$0
TOTAL DESIGN HOURS	4	28	6	$866	38	$4,040	5	74	19	$12,235	98	$23,855

SH 42 AND SHORT STREET
CHANE ORDER NO. 1
WORK HOURS ESTIMATE OF FEES
MAR. 25, 2016

KDG Engineering LLC

EXHIBIT A CO1

TASK DESCRIPTION	GEOTECHNICAL - YEH					Yeh Geotech Fees	HKS - SURVEYING					Fees
	Field Engr.	Staff Engr	Sr. Tech	Direct Costs	Yeh Geotech Task Hours		SURV. MGR.	1 MAN CREW	PROJ. SURV.	Direct Costs	HKS Surv. Task Hours	
	$98.00	$85.00	$67.00				$130	$120	$110			
6 CONSTRUCTION ENGINEERING - SHORT ST. EXTENSION												
14.b RFI'S & SHOP DRAWINGS						$0					0	$0
14.c MONTHLY MEETINGS (1 FOR ESTIMATING)						$0					0	$0
14.d ON-SITE INSPECTION SERVICES (1 MONTHS USED FOR ESTIMATING)			172	$603	181	$13,432					0	$0
14.e AS-BUILT PLAN GENERATION						$0					0	$0
						$0					0	$0
SUBTOTAL CONSTRUCTION SERVICES	0	0	172	$603	181	$13,432					0	$0
TOTAL HOURS AND FEES	4	28	178	$1,469	219	**$17,472**	5	74	19	$12,235	98	**$23,855**

SH 42 AND SHORT STREET
CHANE ORDER NO. 1
WORK HOURS ESTIMATE OF FEES
MAR. 25, 2016

KDG Engineering LLC

EXHIBIT A CO1

TASK DESCRIPTION	ENVIRONMENTAL - PINYON					TOTAL TASK HOURS	TOTAL FEES
	Proj. Specl. Mgr.	Proj. Specl.	Direct Costs	Pinyon Task Hours	PInyon Fees		
	$148	$109					
1 ADDITIONAL SURVEYING AND ROW							
1 Additional Surveying and ROW					$0	66	$7,820
2 Potholing Traffic Control & Misc.					$0		$12,235
					$0		
SUBTOTAL ADDITIONS FOR FULL SURVEY	0	0	$0	0	$0	**66**	**$20,055**
2 EXTENSION OF SHORT STREET							
1 EXTEND SHORT STREET EAST TO PARKING LOT							
Survey and ROW					$0	35	$4,168
Roadway Design					$0	72	$7,840
Roadway Drainage					$0	44	$4,168
Materials Testing and Pavement Design					$0	42	$4,496
Plans and Specifications					$0	102	$9,960
Coordination & TCP					$0	28	$3,064
Quantities and Cost Estimate					$0	26	$2,236
Environmental/SWMP	6	68	$404	74	$8,704	100	$10,888
					$0		
SUBTOTAL EXTENSION SHORT ST. DESIGN	6	68	$404	74	$8,704	**449**	**$46,820**
3 & 4 COORDINATION WITH DELO							
					$0		
3 South Street					$0	56	$5,632
					$0		
4 Short Street					$0	56	$5,632
					$0		
SUBTOTAL DELO COORDINATION	0	0	$0	0	$0	**112**	**$11,264**
TOTAL DESIGN HOURS	6	68	$404	74	$8,704	**627**	**$78,139**

SH 42 AND SHORT STREET
CHANE ORDER NO. 1
WORK HOURS ESTIMATE OF FEES
MAR. 25, 2016

KDG Engineering LLC

EXHIBIT A CO1

TASK DESCRIPTION	ENVIRONMENTAL - PINYON					TOTAL TASK HOURS	TOTAL FEES
	Proj. Specl. Mgr.	Proj. Specl.	Direct Costs	Pinyon Task Hours	PInyon Fees		
	$148	$109					
6 CONSTRUCTION ENGINEERING - SHORT ST. EXTENSION							
14.b RFI'S & SHOP DRAWINGS					$0	6	$632
14.c MONTHLY MEETINGS (1 FOR ESTIMATING)					$0	4	$456
14.d ON-SITE INSPECTION SERVICES (1 MONTHS USED FOR ESTIMATING)					$0	345	$28,072
14.e AS-BUILT PLAN GENERATION					$0	10	$984
					$0		
SUBTOTAL CONSTRUCTION SERVICES				0	$0	**365**	**$30,144**
TOTAL HOURS AND FEES	6	68	$404	74	**$8,704**	**992**	**$108,283**

EXHIBIT C

Addendum No. 7 to Service Agreement

This Addendum to that certain Services Agreement dated April 16, 2013 is made effective as of _____, 2016_, by and between the undersigned parties. The Addendum immediately preceding this Addendum was dated Nov 4, 2015.

1. Services to be provided: Hot Spot Analysis

2. Fees: $10,847.00

3. Schedule: Thru December 31, 2016.

CITY OF LOUISVILLE
749 Main Street
Louisville, CO 80027

By: _____
Robert P. Muckle, Mayor

Attest: _____
Carol Hanson, Acting City Clerk

Company: Sustainable Traffic Solutions, Inc.

Address: 823 West 124th Drive

Westminster, CO 80234

By: _____

Attest: _____

Sustainable Traffic Solutions
Joseph L. Henderson PE, PTOE
Traffic Engineer / Principal

June 15, 2016

Ms. Joliette Woodson, PE
Civil Engineer III
City of Louisville
749 Main Street
Louisville, CO 80027

RE: Hot Spot Analysis Proposal for SH 42 / Short Street

Dear Joliette,

Thank you for the opportunity to present this proposal to the City of Louisville to perform a hot spot analysis at SH 42 / Short Street. Sustainable Traffic Solutions and Smith Environmental will team together to perform the work for the City.

Scope of Work

1. **Data Collection.** The following data will be collected for use on the project.
    a. **Peak Hour Counts.** Morning and evening peak hour count data will be collected at the intersection on Thursday June 16, 2016.
    b. **Daily Count Data.** Directional volume and speed data collected for 24-hours on Wednesday July 23, 2014 will be used for the analysis.
    c. **Signal Timing Data.** The existing signal timing data at the adjacent signals will be obtained from CDOT.
    d. **Projected Daily Volumes.** The projected daily volumes on SH 42 will be obtained from the DRCOG Fiscally Constrained model. Volumes for the west leg will be obtained from traffic studies for the proposed developments. Volumes for the east leg will be obtained from the City.
2. **Develop Future Volumes.** Future peak hour volumes will be developed based on procedures contained in NCHRP 255[1].
3. **Traffic Modeling.** Modeling of the intersection operation will be performed using Synchro software to determine the level of service for the morning and evening peak hours for existing and future conditions.
4. **Air Quality Modeling.** A hot spot modeling process will be performed by Smith Environmental to predict the carbon monoxide concentrations along the roadway. The air quality modeling will only be performed if the intersection is projected to operate at LOS D or worse.
5. **Report.** A report will be prepared to summarize the analysis performed and the conclusions of the study.

[1] Highway Traffic Data for Urbanized Area Project Planning and Design. National Cooperative Highway Research Program Report 255. Transportation Research Board. December 1982.

823 West 124th Drive Westminster, Colorado 80234 303.589.6875 joe@sustainabletrafficsolutions.com

Schedule

The milestones of the schedule are:

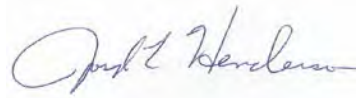
- STS will complete the traffic volume forecasts and analysis – June 20th
- Smith Environmental will complete the air quality modeling and provide a report to STS within two weeks of receiving the volumes and analysis from STS – July 5th
- STS will provide a draft report to the City – July 11th
- STS will provide a final report to the City within five working days following receipt of comments from CDOT.

Estimated Fee

The work described in the proposal will be invoiced on a lump sum basis including expenses. If the intersection level of service in Year 2040 is expected to be LOS C, or better, no air quality modeling will be necessary and the fee will be $3,497. If the intersection level of service is LOS D, or worse, the additional cost for the air quality modeling will be $7,350. The maximum fee for the project will be $10,847 ($3,497 + $7,350 = $10,847). The table attached to the letter shows the hours and expenses assumed in the fee estimate.

Sincerely,

SUSTAINABLE TRAFFIC SOLUTIONS, INC.



Joseph L. Henderson, PE, PTOE
Project Manager / Principal
Hot Spot Analysis Proposal

Sustainable Traffic Solutions

Project: Proposal to Perform a Hot Spot Analysis at SH 42 / Short Street

Date: June 14, 2016

Task	Task Description	Personnel						Outside Expenses	Total Cost
		Joe Henderson		Traffic Tech		Subtotal			
		$125	/Hour	$90	/Hour	Hours	Cost		
1	Data Collection	4	$500	4	$360	8	$860	$27	$887
2	Develop Future Volumes	6	$750		$0	6	$750		$750
3	Traffic Modeling	2	$250		$0	2	$250		$250
4	Air Quality Modeling	8	$1,000		$0	8	$1,000	$6,100	$7,100
5	Report	12	$1,500	4	$360	16	$1,860		$1,860
Total		**32**	**$4,000**	**8**	**$720**	**40**	**$4,720**	**$6,127**	**$10,847**

Cost if no air quality modeling is necessary	$27	$3,497
Additional cost for air quality modeling	$6,100	$7,350
Total	$6,127	$10,847

SUBJECT: **RESOLUTION NO. 31, SERIES 2016 – A RESOLUTION APPROVING AN AMENDMENT TO AN AGREEMENT WITH THE URBAN DRAINAGE AND FLOOD CONTROL DISTRICT FOR THE DRAINAGEWAY A-2 IMPROVEMENTS PROJECT**

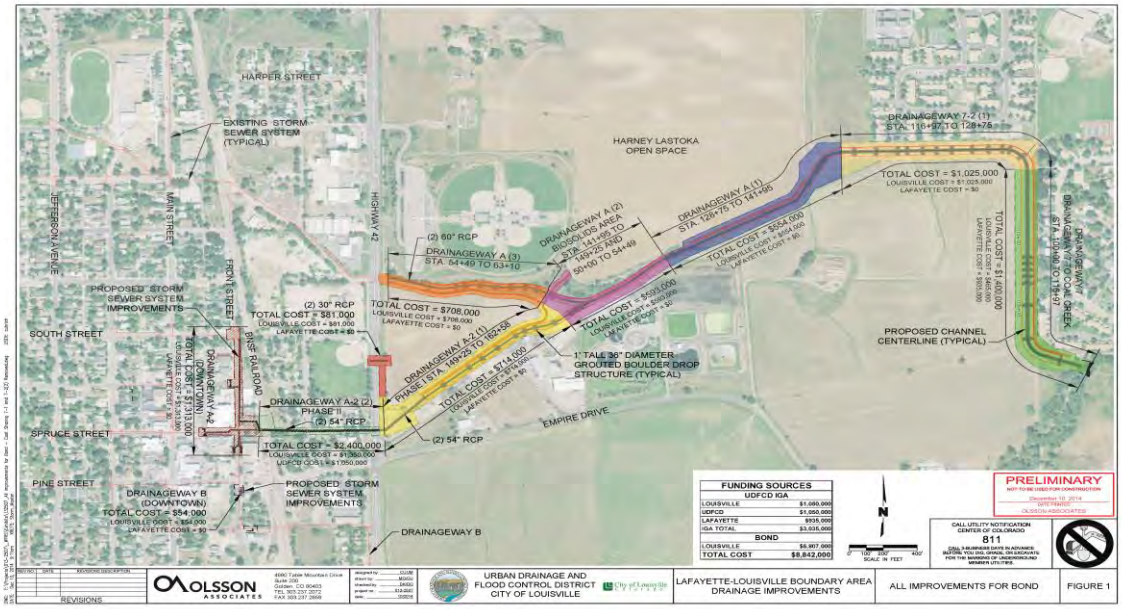
DATE: **JULY 05, 2016**

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

SUMMARY:

Staff recommends approval of an amendment to the agreement with Urban Drainage and Flood Control District (UDFCD) for continuation of planned shared funding for the Lafayette-Louisville Boundary Outfall Systems Plan (Plan). The planned 2016 portion for Louisville is $250,000 and the planned 2016 portion for UDFCD is $250,000.

In May of 2011, McLaughlin Water Engineers, a consultant hired by UDFCD, completed the Lafayette-Louisville Boundary Outfall Systems Plan (Plan). The Plan identified insufficient drainage facilities to convey the 100 year storm event from downtown Louisville to Coal Creek via natural and man made drainage ways through the Harney Lastoka Open Space. The smaller than necessary drainage infrastructure causes areas of downtown Louisville to be within the 100-year floodplain. In 2012, the City partnered with the UDFCD to perform improved flood plain mapping and explore design alternatives for improvements to these drainage ways to mitigate the 100-year storm event impacts associated with the City's downtown area.



In 2013, UDFCD hired Olsson Associates to complete a final design for upgraded drainage infrastructure between downtown Louisville and Lafayette into Coal Creek.

The project was bid in 2 phases in late 2015. Phase I was awarded to Concrete Express for the work east of Highway 42 and Phase II was awarded to Redpoint Contracting for the work west of Highway 42.

The project includes funding from a State Revolving Funds loan (Louisville), UDFCD, Louisville and Lafayette.

Currently construction is underway on both phases of the project and is scheduled for completion in September of 2016.

This agreement is securing project-funding contributions for 2016 from UDFCD in the amount of $250,000. UDFCD cannot keep the project account funded without annual amendments to the original agreement and equal contributions by participating municipalities.

FISCAL IMPACT:
The Project is being funded with District funds and matching City of Louisville and City of Lafayette funds. The following is the breakdown of the project expenses and funding:

Project Expenses

Description	Phase 1	Phase 2	Project Totals
Engineering	$507,000	$460,000	$967,000
Easement	$99,590	$13,000	$112,590
Construction	$3,569,146	$3,434,558	$7,003,704
CM & Testing	$255,000	$310,026	$565,026
Contingency	$400,000	$400,000	$800,000
TOTAL	$4,830,736	$4,617,584	**$9,448,320**

Project Revenues

Description	Actual
Lafayette IGA Contribution	$858,437
UDFCD IGA Contribution*	$1,305,000
Louisville Stormwater Fund IGA Cash Contribution / UDFCD Required Match*	$1,305,000
Louisville Only Portion State Revolving Fund Loan Proceeds (Bond)	$5,379,029
Louisville Only Portion Stormwater Fund Cash Reserves	$615,854
TOTAL	**$9,463,320**

* 2016 UDFCD funding increased from a planned amount of $242,500 to $250,000. 2016 Louisville matching funds were also increased to $250,000.

The 2016 contribution for the City of Louisville is $250,000 and has been programmed and is available through the City's Stormwater Utility Account. The 2016 contribution for UDFCD is $250,000.

The City of Louisville has obtained a low interest loan to pay for up to $5,379,029 with the balance covered by Stormwater Fund reserves and previous years' contributions to UDFCD.

The City of Lafayette has agreed to pay for a proportional amount of Drainageway 7 based on historical flows and developed flow from the Lafayette City Limits. UDFCD funding is limited for Boulder County (including City's within the county) to $1,250,000 per year. This funding is spread each year to the requested projects from all the municipalities.

The project will be complete in 2016.

RECOMMENDATION:
Staff recommends City Council approve Resolution No. 31, Series 2016 authorizing the Mayor to sign the attached Agreement on behalf of the City.

ATTACHMENT(S):
1. Resolution
2. District Agreement
3. District 5 Year CIP Plan

RESOLUTION NO. 31
SERIES 2016

A RESOLUTION APPROVING AN AMENDMENT TO AN AGREEMENT WITH THE URBAN DRAINAGE AND FLOOD CONTROL DISTRICT FOR THE DRAINAGEWAY A-2 IMPROVEMENTS PROJECT

WHEREAS, the City of Louisville ("City") and the Urban Drainage and Flood Control District ("District") previously entered into an agreement to construct improvements to Drainageway A-2 (Agreement No. 11-04.03), which was subsequently amended by Agreement No. 11-04.03A and by Agreement No. 11-04.03B and by Agreement No. 11-04.03C and by Agreement No. 11-04.03D); and

WHEREAS, an amendment to the Agreement has been proposed between the City and the District to provide for additional funding for the Project; and

WHEREAS, the City Council finds that the proposed amendment in the best interests of the City and its citizens.

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

1. The Proposed Amendment to Agreement Regarding Final Design, Right-of-Way Acquisition and Construction of Drainage and Flood Control Improvements for Drainageway A-2, City of Louisville and City of Lafayette(Agreement No. 11-04.03E), is hereby approved in essentially the same form as the copy of such Amendment accompanying this Resolution.

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

PASSED AND ADOPTED this _____ day of _____, 2016.

_____
Robert P. Muckle, Mayor

ATTEST:

_____
Nancy Varra, City Clerk

AMENDMENT TO
AGREEMENT REGARDING
FINAL DESIGN, RIGHT-OF-WAY ACQUISITION AND CONSTRUCTION
OF DRAINAGE AND FLOOD CONTROL IMPROVEMENTS FOR DRAINAGEWAY A-2,
CITY OF LOUISVILLE AND CITY OF LAFAYETTE

Agreement No. 11-04.03E
Project No. 100287

THIS AGREEMENT, made this _____ day of _____, 2016, by and between URBAN DRAINAGE AND FLOOD CONTROL DISTRICT (hereinafter called "DISTRICT"), CITY OF LOUISVILLE (hereinafter called "CITY"), and CITY OF LAFAYETTE (hereinafter called "LAFAYETTE") and collectively known as "PARTIES";

WITNESSETH:

WHEREAS, DISTRICT, CITY, and LAFAYETTE have entered into "Agreement Regarding Final Design, Right-of-Way Acquisition and Construction of Drainage and Flood Control Improvements for Drainageway A-2, City of Louisville" (Agreement No. 11-04.03) dated July 21, 2011, as amended; and

WHEREAS, PARTIES now desire to construct improvements along PROJECT; and

WHEREAS, PARTIES desire to increase the level of funding by $500,000; and

WHEREAS, DISTRICT's Board of Directors has authorized additional DISTRICT financial participation for PROJECT (Resolution No. 76, Series of 2015); and

WHEREAS, the City Councils of CITY and LAFAYETTE and the Board of Directors of DISTRICT have authorized, by appropriation or resolution, all of PROJECT costs of the respective PARTIES.

NOW, THEREFORE, in consideration of the mutual promises contained herein, PARTIES hereto agree as follows:

1. Paragraph 4. PROJECT COSTS AND ALLOCATION OF COSTS is deleted and replaced as follows:

   4. PROJECT COSTS AND ALLOCATION OF COSTS

      A. PARTIES agree that for the purposes of this Agreement PROJECT costs shall consist of and be limited to the following:

         1. Final design services;
         2. Delineation, description and acquisition of required rights-of-way/ easements;
         3. Construction of improvements;
         4. Contingencies mutually agreeable to PARTIES.

      B. It is understood that PROJECT costs as defined above are not to exceed $4,251,874 without amendment to this Agreement.

PROJECT costs for the various elements of the effort are estimated as follows:

	ITEM	AS AMENDED	PREVIOUSLY AMENDED
1.	Final Design	$ 500,000	$ 500,000
2.	Right-of-way	50,000	50,000
3.	Construction	2,818,437	2,318,437
4.	Contingency	100,000	100,000
	Grand Total	$3,468,437	$2,968,437

This breakdown of costs is for estimating purposes only. Costs may vary between the various elements of the effort without amendment to this Agreement provided the total expenditures do not exceed the maximum contribution by all PARTIES plus accrued interest.

C. Based on total PROJECT costs, the maximum percent and dollar contribution by each party shall be:

	Percentage Share	Previously Contributed	Additional Contribution	Maximum Contribution
DISTRICT	37.6%	$1,055,000	$ 250,000	$1,305,000
CITY	37.6%	$1,055,000	$ 250,000	$1,305,000
LAFAYETTE	24.8%	$ 858,437	$ -0-	$ 858,437
TOTAL	100.0%	$2,968,437	$ 500,000	$3,468,437

2. Paragraph 5. MANAGEMENT OF FINANCES is deleted and replaced as follows:

5. MANAGEMENT OF FINANCES

As set forth in DISTRICT policy (Resolution No. 11, Series of 1973, Resolution No. 49, Series of 1977, and Resolution No. 37, Series of 2009), the funding of a local body's one-half share may come from its own revenue sources or from funds received from state, federal or other sources of funding without limitation and without prior Board approval. Payment of each party's full share (LAFAYETTE - $858,437; CITY - $1,305,000; DISTRICT - $1,305,000) shall be made to DISTRICT subsequent to execution of this Agreement and within 30 days of request for payment by DISTRICT. The payments by PARTIES shall be held by DISTRICT in a special fund to pay for increments of PROJECT as authorized by PARTIES, and as defined herein. DISTRICT shall provide a periodic accounting of PROJECT funds as well as a periodic notification to CITY and LAFAYETTE of any unpaid obligations. Any interest earned by the monies contributed by PARTIES shall be accrued to the special fund established by DISTRICT for PROJECT and such interest shall be used only for PROJECT upon approval by the contracting officers (Paragraph 13).

Within one year of completion of PROJECT if there are monies including interest earned remaining which are not committed, obligated, or disbursed, each party shall receive a share of such monies, which shares shall be computed as were the original shares.

3. All other terms and conditions of Agreement No. 11-04.03 shall remain in full force and effect.

WHEREFORE, PARTIES hereto have caused this instrument to be executed by properly authorized signatories as of the date and year first above written.

URBAN DRAINAGE AND
FLOOD CONTROL DISTRICT

(SEAL)

By_____

ATTEST:

Name Paul A. Hindman

_____

Title Executive Director

CITY OF LOUISVILLE

(SEAL)

By_____

ATTEST:

Name_____

_____
City Clerk

Title_____

APPROVED AS TO FORM:

_____
City Attorney

CITY OF LAFAYETTE

(SEAL)

By_____

ATTEST:

Name_____

_____
City Clerk

Title_____

APPROVED AS TO FORM:

_____
City Attorney

Urban Drainage and Flood Control District

Five-Year Capital Improvement Plan - 2015 through 2019

November 16, 2015

Project Number	Project Name	2015	2016	2017	2018	2019	Project Total	Benefitting Entities
	BOULDER COUNTY							
26-02	Drainageways A-2, A, 7-2, 7	205.0	250.0				455.0	Louisville, Lafayette
26-05	Coal Creek - S. 120th St.		587.5				587.5	Boulder County, Lafayette
26-08	Coal Creek - Upstream of McCaslin	562.5					562.5	Superior
51-02	Wonderland Creek - Diagonal to 26th St	432.5	312.5				745.0	Boulder
New	Coal Creek - County Line to Kenosha Rd	50.0		500.0			550.0	Erie
51-03	Fourmile Canyon Creek Upland to Violet			420.0	530.0	500.0	1,450.0	Boulder
New	Coal Creek at Centaur Village			30.0	190.0		220.0	Lafayette
New	Coal Creek - West of HWY 287				180.0		180.0	Lafayette
New	Bullhead Gulch Drainage Underpass			100.0	150.0	250.0	500.0	Louisville
New	Unidentified Project		100.0	200.0	200.0	500.0	1,000.0	
	BOULDER COUNTY TOTALS	**1,250.0**	**1,250.0**	**1,250.0**	**1,250.0**	**1,250.0**		

City of Louisville
COLORADO • SINCE 1878

CITY COUNCIL COMMUNICATION
AGENDA ITEM 8A

SUBJECT: RESOLUTION NO. 32, SERIES 2016 – A RESOLUTION APPROVING AN ICONIC SIGN DESIGNATION FOR THE FORMER STANDARD OIL SIGN LOCATED AT 947 PINE STREET

DATE: JULY 5, 2016

PRESENTED BY: LAUREN TRICE, PLANNER I
PLANNING AND BUILDING SAFETY DEPARTMENT

SUMMARY:
The applicant requests an Iconic Sign designation for the former Standard Oil sign on the corner of Front and Pine Streets. Granting the Iconic Sign designation allows the applicant to use the Standard Oil sign because it does not comply with the regulations in the City of Louisville Downtown Sign Manual.

947 Pine- Southeast corner - Current Photo

947 Pine- Iconic Sign - Current Photo

According to the City of Louisville Downtown Sign Manual an Iconic Sign is "an existing non-conforming sign with a distinctive architectural style that has been designated with the owner's consent as an Iconic Sign". The distinction between an Iconic Sign and a Landmark Sign is that an Iconic Sign can be removed if the owner chooses to do so. The applicant proposes to reface the sign with a Shamrock logo. The shape of the sign will remain intact and the sign will not be illuminated.

The Downtown Sign Manual further describes the qualities of an Iconic Sign:

"An Iconic Sign should evoke a sense of quality and unique visual appearances. It may, or may not, have historic significance. Signs which have been officially designated as an Iconic Sign by the Historic Preservation Commission and City Council and which retain those dimensional, locational, and lighting standards that the sign possessed when it received such a designation shall benefit from the following privileges:

- *May remain on roofs, or exceed height limits found elsewhere in this design manual.*
- *May exceed dimensional limits found elsewhere in this design manual.*
- *May reference a product or business which is not related to the existing business on the property.*
- *May change the sign copy and logo while maintaining the architectural quality of the original sign.*
- *Shall not have the sign copy area deducted from the square footage of sign copy area granted by other standards of this design manual.*
- *May remain in a right-of-way unless it becomes a hazard.*
- *May retain its original lighting patterns and materials.*
- *May be removed by the owner if they so choose."*

HISTORIC BACKGROUND:
Information from Bridget Bacon

Fred Eberharter began operation of the Eberharter Service Station at 947 Pine Street in 1929. The current building was constructed in 1961 and the sign was likely installed at the same time. The then-owner, Trioco, arranged for brothers Ken and Bill Buffo to operate the new Standard service station, called the K&B Standard Station. Standard

Oil Company eventually became Amoco Corporation. Records indicate that Waldo Prather leased the station to Amoco in 1973.

Attempts were made, but information could not be located with respect to the date when the interior of the sign, with the “Standard” graphics and letters, was removed.

947 Pine Street (1961 Assessor’s Photo)

947 Pine Street – 1979 Photo with sign

947 Pine Street – 1982 Photo with sign

ICONIC SIGN REVIEW CRITERIA:

The Downtown Sign Manual outlines the review criteria and process for designating an Iconic Sign.

"The granting of the Iconic Sign designation is based upon a sign's distinct qualities. The following criteria will be used to provide guidance during the Historic Preservation Commission and City Council's review. An Iconic Sign shall meet at least three (3) of the following four (4) criteria:

1. *The sign, by its design, construction and location, will not have a substantial adverse effect on abutting property or the permitted use thereof, and will contribute to the City's unique character and quality of life;*

2. *The sign exhibits unique or rare characteristics that enhance the streetscape or identity of Downtown Louisville and it clearly provides a unique architectural style and appearance.*

3. *The sign contributes to the historical or cultural character of the streetscape or the community at large.*

4. *The sign and all parts, portions, and materials shall be maintained and kept in good repair. The display surface of all signs shall be kept clean, neatly painted, and free from rust and corrosion."*

Proposed Re-facing of Sign at 947 Pine Street

STAFF ANALYSIS:

The following are staff's findings and analysis of the Iconic Sign application for 947 Pine Street by the above criteria.

1. *The sign, by its design, construction and location, will not have a substantial adverse effect on abutting property or the permitted use thereof, and will contribute to the City's unique character and quality of life;*

The sign is located on the corner of Pine and Front Streets out of the 30' vision clearance triangle. Staff finds the re-facing improves the character of the intersection resulting in a positive impact on the surrounding properties. The unique sign is featured on a gateway into Downtown Louisville.

2. *The sign exhibits unique or rare characteristics that enhance the streetscape or identity of Downtown Louisville and it clearly provides a unique architectural style and appearance.*

The rare shape and prominent location of the Standard Oil sign captures mid-twentieth century character of Downtown Louisville.

3. *The sign contributes to the historical or cultural character of the streetscape or the community at large.*

The sign was constructed prior to 1961. With some modifications to the sign pole, the sign has been a part of the Louisville streetscape for over 50 years.

4. *The sign and all parts, portions, and materials shall be maintained and kept in good repair. The display surface of all signs shall be kept clean, neatly painted, and free from rust and corrosion.*

The current sign has issues with rust and deterioration. As a part of the re-facing of the sign, the applicant will repair and refurbish the sign structure.

FISCAL IMPACT:

No direct Historic Preservation Funds are requested as part of this application and Staff does not anticipate any fiscal impacts if the request were approved.

HISTORIC PRESERVATION COMMISSION ACTION:

The Historic Preservation Commission (HPC) reviewed the requested at their May 16, 2016 meeting. The HPC voted 6-0 to forward the request to City Council with a recommendation of approval with the following condition:

- Include illumination with illumination to extend to the exterior edge of the sign to subtly re-enforce the iconic shape of the sign.

RECOMMENDATION:
Staff finds that the application meets the Iconic Sign review criteria and recommends approval of the Iconic Sign designation for the former Standard Oil sign located at 947 Pine Street.

ATTACHMENTS:
1. Resolution No. 32, Series 2016
2. 947 Pine Street Iconic Sign Application
3. 947 Pine Street Social History
4. Downtown Sign Manual (refer to pages 26-27)
5. HPC Draft Minutes
6. HPC Resolution of Approval
7. Presentation

RESOLUTION NO. 32
SERIES 2016

A RESOLUTION APPROVING AN ICONIC SIGN DESIGNATION FOR THE FORMER STANDARD OIL SIGN LOCATED AT 947 PINE STREET

WHEREAS, an application requesting an Iconic Sign eligibility determination for the former Standard Oil sign located at 947 Pine Street was submitted to the Louisville Historic Preservation Commission (HPC), on property legally described ELY 95 FT LOTS 5 & 6 & ELY 95 FT OF SLY 13 FT LOT 4 LESS MIN BLK 3, Town of Louisville, City of Louisville, State of Colorado; and

WHEREAS, the HPC held a properly noticed public hearing on May 16, 2016 on the proposed Iconic Sign application, where evidence and testimony were entered into the record, including the findings in the HPC Staff Report dated May 16, 2016; and

WHEREAS, the HPC reviewed the application and found it to be in compliance with the Downtown Sign Manual, establishing criteria for Iconic Sign designation, and that the sign exhibits rare characteristics that contribute to the streetscape and the City's unique character; and

WHEREAS, the City Council has reviewed the application and recommendation of the HPC and finds that the application meets the requirements for an Iconic Sign Designation.

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Louisville, Colorado does hereby approve Resolution No. 32, Series 2016, a resolution approving an Iconic Sign at 947 Pine Street with the following condition:

- Include illumination with illumination to extend to the exterior edge of the sign to subtly re-enforce the iconic shape of the sign.

PASSED AND ADOPTED this 5th day of July, 2016.

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

Attest: _____
Carol Hanson, Acting City Clerk
City of Louisville, Colorado

KTK General Contracting Ltd

3755 W 69th Pl

Westminster CO 80030

To: Whom it may concern:

From: Richard G Keeran Jr

Date: 4/13/16

Subject: Shamrock Image at Louisville CO Gas station

KTK General contracting is an image contractor installing Gas Station images all over Colorado and surrounding states. We do work for Shamrock, Valero, Conoco, Phillips66, Sinclair to name a few. We work with cities all over Colorado to insure we meet their requirements on signage. This site in Louisville has an existing freestanding sign with an architectural feature we would like to keep. We have included drawings of the changes we want you to consider. Please review and let us know what are next steps will be.

Thanks,

Rich Keeran

Project Manager

KTK General Contracting Ltd

3755 W 69th place

Westminster CO 80030

303-355-0013

3755 West 69th Place Westminster, CO 80030 303-355-0013 Fax: 303-355-0776 www.ktkgcltd.com

SHAMROCK

Site / Drawing #	26364 Dwg 53801
Date	4/11/16
Project	Valero
Requested By	Will
Drawing By	Dann

www.alveysigns.com
13100 Highway 57 N.
Evansville, IN
1-888-425-8397
(812) 867-2567 ph.
(812) 867-1465 fax

Notes / Scope of Work

Reface Non-Illuminated

THIS DESIGN IS THE ORIGINAL AND UNPUBLISHED WORK OF ALVEY'S SIGN COMPANY AND MAY NOT BE REPRODUCED, COPIED OR EXHIBITED IN ANY FASHION WITHOUT WRITTEN CONSENT FROM AN AUTHORIZED OFFICER OF THE COMPANY.

Louisville Historical Museum
Dept. of Library & Museum Services
City of Louisville, Colorado
May 2016

947 Pine St. – Standard Gas Station Sign History

The following information was collected with respect to the Standard sign located at 947 Pine St. This report is not intended to be a history of the building at 947 Pine.

From the time that Louisville was established in 1878 until the late 1920s, this property was the location of businesses that are believed to have included a saloon and a blacksmith shop.

947 Pine has been the location of a gas station since about 1929, when Fred Eberharter began to operate the Eberharter Service Station in a different building that is now gone. The small building was situated at an angle to the corner of Pine and Front.

A new building was constructed in 1961 and the sign is believed to have been installed at the same time. The then-owner, Trioco, arranged for brothers Ken and Bill Buffo to operate the new Standard service station. It was called the K&B Standard Station. The following is the County photo from 1961. Part of the sign is visible on the right.

This photo at the station was also taken in 1961:

In 1967, Waldo "Wally" Prather purchased the property. He or companies that he was associated with were the owners and/or operators until 2005. These owners included George Oil, Video Pit Stop, and Silco Oil.

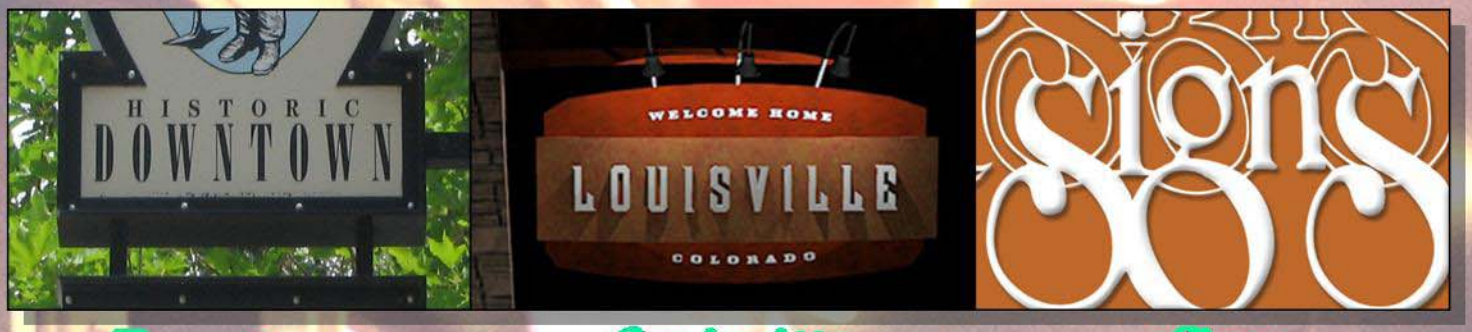
Standard Oil Company eventually became Amoco Corporation. Records indicate that Waldo Prather leased the station to Amoco in 1973. The following 1979 photo shows the names of both Standard and Amoco and shows a good view of the sign, which appears to have had a tall, angled pole that is different from how the pole appears today.

The following photo dates from 1982 and also provides a view of the sign and its then-angled pole:

Attempts were made, but information could not be located with respect to the date when the interior of the sign, with the "Standard" graphics and letters, was removed. It is also not known for certain whether the sign was ever anything other than a sign for Standard. Today, the sign does not have any color, lettering, or graphics.

In 2005, Silco Oil (a company with which Waldo Prather was affiliated) sold 947 Front to Lion Gas Company, which sold it the same month to Louisville Gas and Grocery. Waldo Prather died in 2013. As of 2015, the owner is KLT Gas & Grocery, Inc.

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



Downtown Louisville Sign

Manual

Prepared by: the Department of Planning and Building Safety

approved October 5, 2010
Ordinance #1580

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VISION AND PURPOSE

The vision statement for the Downtown Louisville Sign Manual is to:

Create a concise and flexible sign manual that promotes commerce, enables creativity, ensures visibility for all users, and requires compatibility with the historic architectural character and pedestrian scale of Downtown Louisville.

The purpose of this document is to illustrate the specific sign design guidelines for Downtown Louisville that accomplishes all of the following:

- Establish reasonable and improved standards for business identification;
- Encourage creative and innovative approaches to regulating signs consistent within the established principles of the Design Handbook for Downtown Louisville;
- Promote economic vitality in Downtown Louisville;
- Enhance overall visual environment in Downtown Louisville by discouraging signs which contribute to the visual clutter of the streetscape;
- Ensure commercial signs are designed for the purpose of identifying a business in an attractive and functional manner;
- Ensure signs on the façade of buildings reinforce the existing character and are complimentary to the architectural design of Downtown Louisville.

Downtown Louisville - Main Street

Downtown Louisville - Front Street

Downtown Louisville - Main Street

Downtown Louisville

Typeface and artwork for a unifying sign program should be consistent in color, material, style and overall aesthetic from sign to sign. This creates a recognizable consistency and unified appearance.

The requirements, standards, and guidelines set forth in this manual apply to all properties within Downtown Louisville as highlighted on the map and defined in Section 17.08.113 of the Louisville Municipal Code. Design guidelines identified within this manual replace the Design Standards for Signs contained in the Design Handbook for Downtown Louisville and Chapter 17.24 of the Louisville Municipal Code (LMC).

The Downtown Louisville Sign Manual includes typical illustrations and photographs intended to provide examples of preferred sign types within Downtown Louisville. The intent is to provide each business the opportunity to utilize creative design while meeting the City of Louisville's Downtown sign requirements. Only the following sign types are allowed in Downtown Louisville:

Building Sign Types:
- Wall Signs
- Marquee
- Awning Signs
- Canopy Signs
- Window Signs
- Projecting Signs

Other Types:
- Free Standing
- Sandwich Boards
- Restaurant Menu Boxes
- Kiosks
- Murals
- Temporary Signs

SIGN OVERVIEW

- All signs shall be architecturally integrated with their surroundings in terms of size, shape, color, texture, and lighting so they are complementary to the overall design of the buildings.
- Signs should reflect the character of the building and its use.
- Signs shall respect the immediate context of the building's location and the overall character of Downtown Louisville.
- Signs shall enhance the primary design elements or unique architectural features of buildings.
- Signs should be designed with the purpose of promoting retail, visibility, and street activity while enhancing the pedestrian experience.
- Signs shall not cover or obscure unique architectural features that contribute to the character of the building.
- Consideration of the layout and shape of architectural features of the building is necessary when determining the size and location of a sign.

SIGN PROGRAM AND MULTIPLE SIGNS

Each business which displays more than one exterior sign shall implement an exterior sign program. Sign programs serve to create a coordinated project theme of uniform design elements including: color, lettering style, material, and placement. Each business should have a consistent palette of signs designed in a similar character and style.

APPLICABILITY

GENERAL STANDARDS

- All signs in Downtown Louisville, except sandwich board signs, shall be located and maintained on the same lot as the permitted uses; and shall be clearly incidental, customary and commonly associated with the operation of the permitted use.
- No sign in Downtown Louisville shall be allowed to be erected, installed, placed or maintained in or on any public property, including sidewalks and parkways, except for sandwich board signs which comply with the requirements of this document; signs with a license agreement; or signs installed by a public agency.
- No sign shall be attached to a tree or utility pole whether on public or private property.
- No sign shall be placed or maintained at any location where its position, size, shape or color will obstruct, impair, obscure, interfere with the view of, or be confused with, any traffic control sign, signal or device, or interfere with, mislead or confuse traffic.
- No sign shall be located in any vision clearance area.
- Signs shall not flash, blink or fluctuate.
- Any request for an increase in the maximum allowable height, area, or number of signs permitted by this document must follow the procedures set forth in the Louisville Municipal Code for approval of a Final Planned Unit Development (PUD), where the applicant seeks approval from the Planning Commission and City Council. This process will be expedited by the Department of Planning and Building Safety. The review criteria on page 27 of this manual will be used as the basis of the evaluation. For iconic signs, such request may also be approved though the iconic sign designation process set forth in this document.

EXEMPTIONS

The following signs shall be exempt from the requirements of this document except for requirements relative to public safety:

- Flags or emblems of government, political, civic, philanthropic, educational or religious organization, displayed on private property, as long as such flag or emblem does not exceed 60 square feet;
- Signs of a duly constituted governmental body, including traffic or similar regulatory devices, legal notices, warnings at railroad crossings, and other instructional or regulatory signs having to do with health, hazard, parking, swimming, dumping, etc.;
- Address numerals and other signs required to be maintained by law or governmental order, rule or regulation; provided, the content and size of the sign do not exceed the requirements of such law, order, rule or regulation;
- Pennants, banners, posters, and sandwich board signs advertising a special civic event, provided such signs are erected no more than thirty (30) days prior to the event and are removed within two (2)

Street Faire Banner

Street Faire

Winter Skate Banner

Taste of Louisville

days after the termination of the event;

- Small signs, not exceeding five square feet in area, displayed on private property for the convenience of the public, including signs to identify entrance and exit drives, parking areas, one-way drives, restrooms, freight entrances and the like;
- Holiday decorations, clearly incidental and customary and commonly associated with any national, local or religious holiday; provided such signs shall be displayed for a period of not more than 45 consecutive days nor more than 60 days in any one year; and may be of any type, number, area, height, location, illumination or animation.

The following signs are exempt from the requirements of obtaining a sign permit but shall comply with all other regulations imposed in this document:

- Memorial signs and tablets displayed on private property;
- Identification signs not exceeding 15 square feet in gross surface area accessory to a church, school or public or nonprofit institution;
- Bulletin board signs not exceeding 15 square feet in gross surface area accessory to a church, school or public or nonprofit institution;
- Political signs;
- Real Estate Signs;
- Yard or garage sale signs directing the public to a yard or garage sale shall be allowed in any zone district and need not be located on the same lot as the permitted use, subject to the following specific additional requirements:
    - Shall be posted only on the day of the sale as identified on the sign;
    - Shall not exceed four feet in height and six square feet in area;
    - Shall bear the name and address of the person holding the yard or garage sale and the location and date of the sale;
    - Shall not be attached to any public sign pole nor placed in or on any street, sidewalk or other public right-of-way, or on any city property, or impede motor vehicle or pedestrian traffic;
    - Shall not be placed on private property without the permission of the owner;
    - Shall not be placed on residential property without the permission of the resident.

DEFINITIONS

Words, terms and phrases used in this design manual, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Animated sign: any sign flashing or simulating motion with an electronic or manufactured source of supply or contains wind-actuated motion.

Architectural Features: finished elements of a building that define a structure's architectural style and physical uniqueness, including, but not limited by windows, doors, trim, and ornamental features.

Architectural projection: any projection which is not intended for occupancy and extends beyond the face of an exterior wall of a building, including arcades, roof overhangs, mansards, unenclosed exterior balconies, marquees, canopies, fascias and the like, but not including signs.

Awning: a movable shelter supported entirely from the exterior wall of a building and of a type which can be retracted, folded or collapsed against the face of the supporting building.

Back-lit letter: an illuminated reverse channel letter (open or translucent back) so light from the letter is directed against the surface behind the letter producing a halo lighting effect around the letter. Also referred to as silhouette lit or halo lit.

Banner: any sign of lightweight fabric or similar material permanently mounted to a pole or a building by a frame at one or more edges. National flags, state or municipal flags, or the official flag of any institution or business shall not be considered banners.

Billboard: a sign identifying or communicating a commercial or noncommercial message related to an activity conducted, a service rendered, or a commodity sold at a location other than where the sign is located.

Cabinet sign: a sign structure consisting of the frame and face(s), not including the internal components, embellishments or support structure.

Canopy: any open, permanent roof-like accessory structure which is supported by the principal building.

Copy: the words, message, or logo displayed on a sign.

Copy area: the area that encloses the words, message, or logo on a sign.

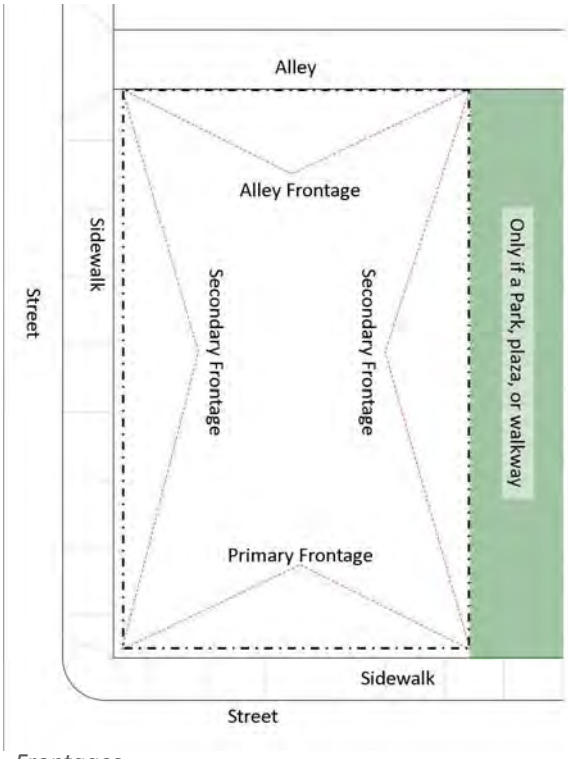
Channel letter: a dimensional letter with no face and, if illuminated the light source is visible. A clear, or translucent face for physical protection of internal components may be used.

Civic event: any transient amusement enterprise held on property or right-of-way owned, or controlled by the City of Louisville with a license agreement and sponsored by the City.

Neon lighting around the leaves. Back-lit , or Halo lighting for the tree and the word "grow". Channel lettering (not allowed) for the word "marketing".

Channel lettering - Not Allowed

Direct (internal) Illumination - Not Allowed



Frontages

Direct illumination: lighting by means of an unshielded light source (including neon tubing) which is effectively visible as a part of the sign, where light travels directly from the source to the viewer's eye.

Electric sign: any sign containing electrical wiring, but not including signs illuminated by exterior light sources, such as floodlights.

Fabric sign: any sign, banner, pennant, valance or advertising display constructed of cloth, canvas, fabric or other lightweight material, with or without frames, and is not permanently fixed to a supporting structure.

Freestanding sign: a sign which is supported by one or more exposed columns, uprights or braces in or upon the ground.

Frontage: the linear frontage - *Primary, Secondary, and Alley* - of a lot or parcel abutting on a public street, park, plaza, designated walkway, and alley. For a corner lot, the longest street right-of-way line shall be considered as the secondary frontage.

Iconic sign: an existing non-conforming sign with a distinctive architectural style and specifically designated as an Iconic Sign.

Indirect illumination: lighting by means of a light source which is directed at a reflecting surface in such a way as to illuminate the sign from the front, or a light source which is primarily designed to illuminate the entire building facade upon which a sign is displayed. Indirect illumination does not include lighting which is primarily used for purposes other than sign illumination; e.g., parking lot lights, or lights inside a building which may silhouette a window sign but which is primarily installed to serve as inside illumination.

Internal illumination: lighting by means of a light source which is within a sign having a translucent background, silhouetting opaque letters or designs, or which is within letters or designs which are themselves made of a translucent material.

Kiosk: a small structure, typically located within a pedestrian walkway or similar circulation area, and intended for use as a key, magazine or similar type of small shop, or for use as display space for posters, notices, exhibits, etc.

Landmark Sign: an existing sign with a distinctive architectural style and historic significance which has been officially designated as an Landmark Sign with the owner's consent by the Historic Preservation Commission and City Council consistent with the requirements of section 15.36.050 of the Louisville Municipal Code.

Light source: neon, fluorescent or similar tube lighting, incandescent bulb (including the light-producing elements therein), light-emitting diode (LED) and any reflecting surface which, by reason of its construction and/or placement, becomes in effect the light source.

Lot: a portion or parcel of land, whether part of a platted subdivision or otherwise, occupied or intended to be occupied by a building or use and its accessories, together with such yards as are required under the provisions of the zoning ordinance. A lot must be an integral unit of land held under unified ownership in fee or in cotenancy, or under legal control tantamount to such ownership.

Maintenance: the replacing, repairing or repainting of a portion of a sign structure; periodic changing of bulletin board panels; or renewing of copy which has been made unusable by ordinary wear and tear, weather or accident. The replacing or repairing of a sign or sign structure which has been damaged to an extent exceeding 50 percent of the appraised replacement cost (as determined by the building official) shall be considered as maintenance only when such sign conforms to all of the applicable provisions of this Code and when the damage has been caused by an act of God or violent accident.

Marquee: a permanently-roofed structure with changeable messages attached to and supported by a building above an entrance, and projecting from the building no more than four (4) feet.

Monument sign: any sign which is anchored to the ground with a monolithic base and is independent of any other structure.

Multi-tenant building: a structure housing more than one retail business, office or commercial venture but not including residential apartment buildings, which share the same lot, access and/or parking facilities.

Nonconforming: a sign that does not conform to the provisions of this manual.

Off-premise: a sign which advertises or directs attention to products or activities not provided on the parcel upon which the sign is located.

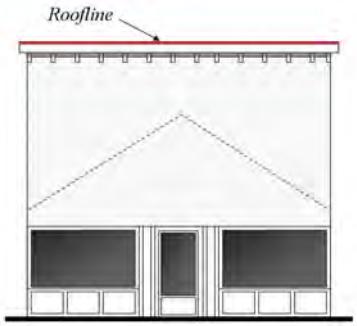
Pole-mounted: a sign supported by one or more poles and used for traffic regulation or to provide appropriate directions to loading and receiving areas, visitor parking, and other areas within each development site.

Projecting sign: a double-faced sign which projects more than 12 inches over private or public property, or hanging sign perpendicular to the street, and uses a building wall or canopy as its main source of support.

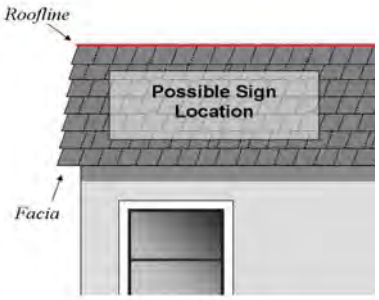
Roof line: the highest point on any building where an exterior wall encloses usable floor space, including floor area for housing mechanical equipment. The term "roof line" also includes the highest point on any parapet wall, providing such parapet wall extends around the entire perimeter of the building.

Roof sign: a sign erected upon or above a roof or parapet wall of a building and which is wholly or partially supported by such building.

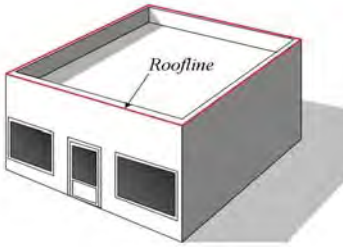
Setback: the distance from the property line to the nearest part of the



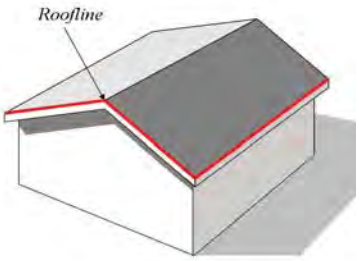
False Front - Roof Line



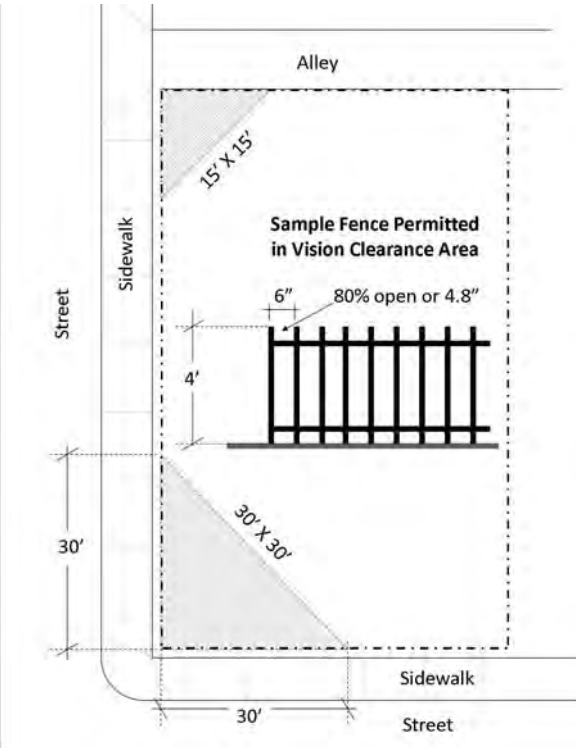
Mansard Roof - Roof Line



Parapet - Roof Line



Gable - Roof Line



Vision clearance area

applicable building, structure, or sign, measured perpendicularly to the property line.

Sign: any writing, pictorial representation, decoration (including any material used to differentiate sign copy from its background), form, emblem, or trademark, flag or banner, or any other figure of similar character which:

A. Is a structure or any part thereof (including the roof or wall of a building); or

B. Is written, printed, projected, painted, constructed or otherwise placed or displayed upon or designed into a building, board, plate, canopy, awning, vehicle, or upon any material object or device whatsoever; and

C. Which by reason of its form, color, wording, symbol, design, illumination, motion, or otherwise, attracts or is designed to attract attention to the subject thereof or is used as a means of identification, advertisement or announcement.

Sign face: the surface of a sign upon, against, or through which the message is displayed or illustrated.

Sign height: the vertical distance from the established grade at the base of the sign to the highest element or the uppermost point on the sign or sign structure.

Sign program: a design package that identifies a coordinated project theme of uniform design elements for all sign associated with a building, including color, lettering style, material, and placement.

Temporary sign: a sign which is intended to advertise community or civic projects, construction projects, real estate for sale or lease, or other special events on a temporary basis.

Vision clearance area: a triangular area on a lot at the intersection of two streets or a street and a railroad, two sides of which are lot lines measured from the corner intersection of the lot lines to a distance specified in the Louisville Municipal Code. The third side of the triangle is a line across the corner of the lot joining the ends of the other two sides. Where the lot lines and intersections have rounded corners, the lot lines will be extended in a straight line to a point of intersection. The vision clearance area contains no plantings, walls, structures, or temporary or permanent obstructions exceeding 30 inches in height measured from the top of the curb or existing grade unless such structures or obstructions are more than 80 percent open.

Wall sign: a sign which is affixed to any exterior wall of a building or structure, including hanging signs parallel to the street and which projects not more than twelve (12) inches.
Window sign: any interior sign within six (6) feet of a window, or painted, attached, glued, or otherwise affixed to a window for the purpose of being visible from the exterior of the building.

ALLOWED COPY AREA

In Downtown Louisville, each building's sign program will have a maximum allowed copy area. Each building will be allowed copy area for:

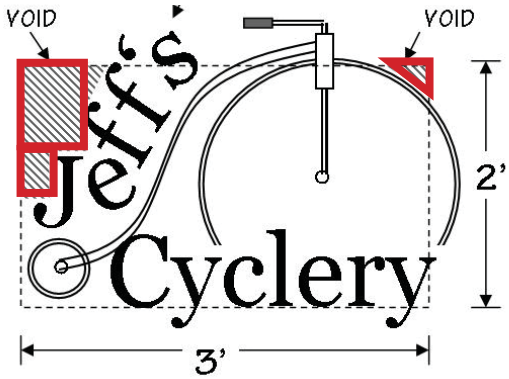
- A combination of wall, marquee, awning/canopy, and free standing signs for primary and secondary frontages for corner lots, or parcels adjoining a park space, civic plaza, or designated walkway;
- Wall signs for alley frontages with an entrance, or an access point to a designated walkway;
- Projecting signs for primary and secondary frontages;
- Projecting signs for alley frontages with an entrance, or an access point to a designated walkway;
- Window signs;
- A sandwich board sign; and
- A restaurant menu box.

MEASUREMENT

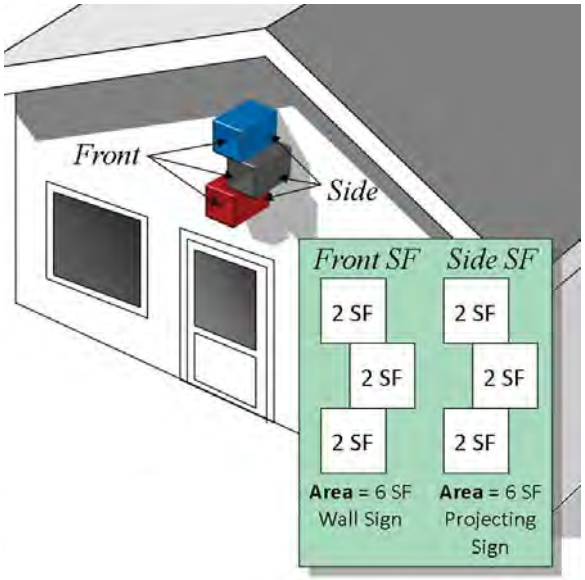
A sign's copy area shall be measured by including within a single continuous rectilinear perimeter of not more than eight straight lines which enclose the extreme limits of writing, representation, lines, emblems, or figures contained within all modules together with any air space, materials or colors forming an integral part or background of the display or materials used to differentiate such sign from the structure against which the sign is placed. The building's architectural features, structural supports and landscape elements shall not be included within the sign area.

- Areas of airspaces, or voids, on any sign will be subtracted from the sign's total copy area. These voids will be measured using the closest rectilinear shape.
- For all two-faced freestanding or projecting signs, the area measurement shall be determined by the measurement of one face of the sign only.
- Where three-dimensional figures are used as signs, the area shall be the total area of its silhouette as projected on a vertical plane.
- On corner and double-frontage lots, each building frontage abutting a street, public park, plaza, or designated walkway shall be considered to have both a primary and secondary frontage. The Planning and Building Safety Department shall make determinations of which frontage will be considered primary and secondary based upon consideration of line of sight requirements, driveway locations, pedestrian entrance, building height, safety, and character and compatibility with Downtown Louisville.

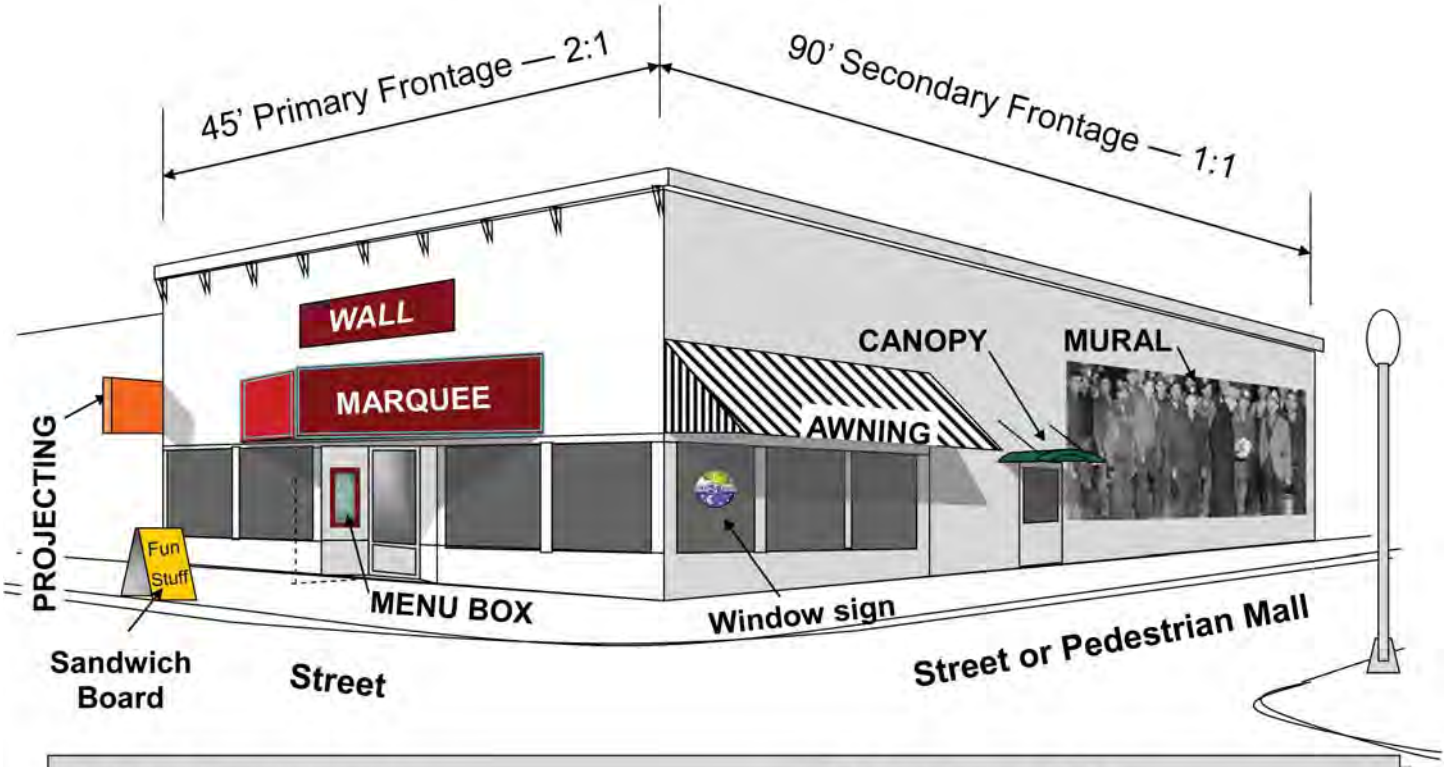
8-Line Measurement



Voids will be discounted by the closest rectilinear shape



A 3D sign will be measured area by its silhouette's projection on a vertical plane



Building Measurement:
45' (primary frontage)
90' (secondary frontage)

Sign Area:
*Primary—45' (2:1)= 90 SF
*Secondary—90' (1:1)=90 SF

*= May not cumulate the sign area

Wall sign area—36 SF
Marquee sign area—27 SF each side
Total sign area— 90 SF

Note:
In this example, the wall sign and marquee sign would need to share the area for the primary frontage.

WALL SIGNS

Wall signs are signs painted on, or mounted flush and fixed securely to a building wall, including hanging wall signs parallel to the street and projecting no more than twelve (12) inches from the face of a building.

Primary and Secondary Frontage – Size

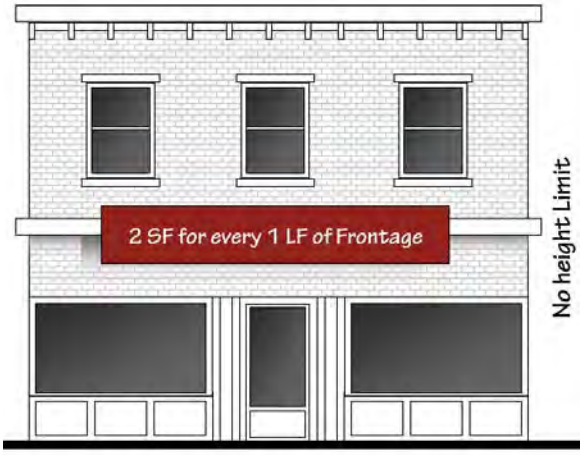
- The maximum copy area for the combination of any wall, marquee, awning/canopy, and free standing signs is two (2) square feet (SF) of sign area for every one (1) linear foot of primary frontage plus one (1) SF of sign area for every one (1) linear foot of secondary frontage for corner lots, or parcels adjoining a park space, civic plaza, or designated walkway. The maximum allowed copy area may be utilized with any combination wall, marquee, awning/canopy, and free standing signs.
- The total copy area of wall signs is two (2) SF of sign area for every one (1) linear foot of primary frontage plus one (1) SF of sign area for every one (1) linear foot of secondary frontage for corner lots, or parcels adjoining a park space, civic plaza, or designated walkway.

Alley Frontage - Size

- Wall signs are only allowed on a building's alley frontage if there is an operable entrance to the building, or access to a designated walkway.
- The maximum copy area for the combination of any wall and awning/canopy sign along an alley is one (1) SF of sign area for every one (1) linear foot of alley frontage.

Placement

- Wall signs should be located on the upper portion of the storefront, within or just above the framed opening.
- Hanging sign (parallel to the street) shall be located on the front eve of the building's roof line.
- Wall signs can extend up to the roof line, no more than twenty (20) feet from existing grade, and cannot extend above the 2nd story window sill of the building to which it is attached.
- The length of the wall sign shall not exceed the width of the framed storefront.
- Signs shall not obscure the building's windows, doors, or ornamental features.
- Wall signs shall be designed to be compatible with the storefront in scale, proportions, and color.



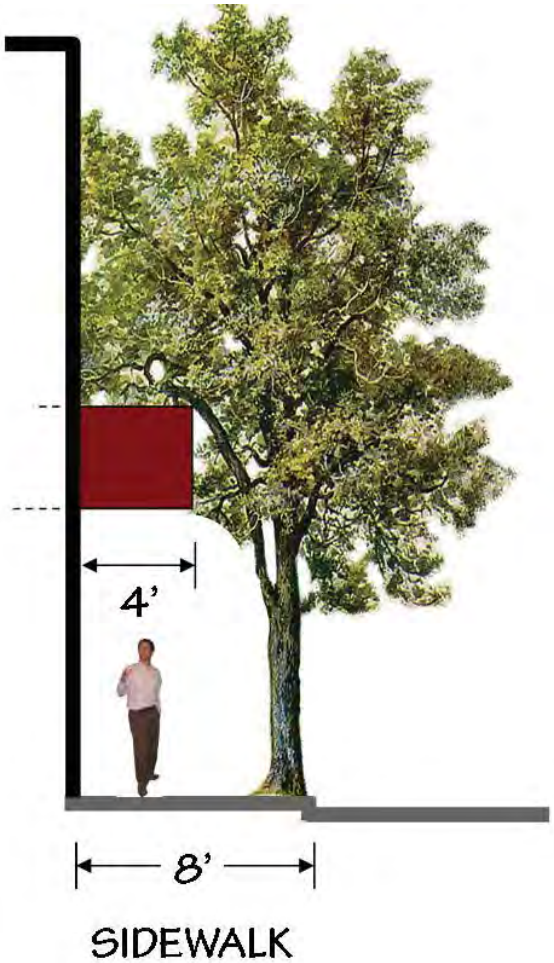
Wall sign placement compliments the building architecture

Wall Sign Diagram

Wall Sign Diagram

Code - Total allowable marquee sign area is 2 SF for every linear foot of the building (same as wall area).
25' (bldg. width) X 2' = 50 SF total allowable sign area

- Marquee sign area will count towards allowable wall sign area.
- Maximum width of marquee structure — building edge to building edge
- Maximum Height of marquee structure — 4'
- Maximum projection from building— 4'
- Minimum clearance from grade— 8'
- Maximum Height on building (from grade) — roofline or 20'



MARQUEE

A marquee is a permanently-roofed structure with changeable messages attached to and supported by a building above an entrance, and projecting from the building no more than four (4) feet. Marquees are allowed to have non-electric changeable letters and messages to advertise live entertainment events, or performances on premise.

Primary and Secondary Frontage - Size

- The maximum copy area for the combination of any wall, marquee, awning/canopy, and free standing signs is two (2) square feet (SF) of sign area for every one (1) linear foot of primary frontage plus one (1) SF of sign area for every one (1) linear foot of secondary frontage for corner lots, or parcels adjoining a park space, civic plaza, or designated walkway. The maximum allowed copy area may be utilized with any combination wall, marquee, awning/canopy, and free standing signs.
- The total copy area of a marquee sign is two (2) SF of sign area for every one (1) linear foot of primary frontage plus one (1) SF of sign area for every one (1) linear foot of secondary frontage for corner lots, or parcels adjoining a park space, civic plaza, or designated walkway.
- The sign on the marquee shall not be taller than four (4) feet.

Alley Frontage - Size

- Marquees are not allowed along an alley frontage.

Placement

- A marquee shall be located on the upper portion of the storefront, within or just above a framed storefront opening, no less than eight (8) feet above the ground.
- A marquee shall not extend above the roof line, or the 2nd story window sill of the building to which it is attached.
- The length of the marquee shall not exceed the width of the framed storefront.
- A marquee shall not obscure the building's windows, doors, or ornamental features.
- A marquee shall be designed to be compatible with the storefront in scale, proportions, and color.

AWNING AND CANOPY SIGNS

Awning and canopy signs are signs printed on, painted on, or attached to an awning or canopy above a business door, or window. They generally serve to bring color to the shopping environment and are oriented toward either pedestrians from the opposite side of the street, or walking along an adjacent sidewalk. Awning and canopy signs are regulated by the amount of primary and secondary frontages of the building and the length of the awning or canopy.

Primary and Secondary Frontage - Size

- The maximum copy area for the combination of any wall, marquee, awning/canopy, and free standing signs is two (2) square feet (SF) of sign area for every one (1) linear foot of primary frontage plus one (1) SF of sign area for every one (1) linear foot of secondary frontage for corner lots, or parcels adjoining a park space, civic plaza, or designated walkway. The maximum allowed copy area may be utilized with any combination wall, marquee, awning/canopy, and free standing signs.
- The copy area of the awning and canopy sign along a primary frontage and secondary frontage is one (1) SF of canopy sign area for every one (1) linear foot of awning, or canopy.

Alley Frontage - Size

- The maximum copy area for the combination of any wall and awning/canopy sign along an alley is one (1) SF of sign area for every one (1) linear foot of alley frontage.
- The maximum copy area of any awning/canopy sign along an alley is one (1) SF of canopy sign area for every one (1) linear foot of awning, or canopy.

Placement

- The minimum height of awnings shall be eight (8) feet from the lowest point of the awning to the sidewalk.
- The minimum height of canopies shall be twelve (12) feet from the lowest point to the sidewalk.
- Awnings and canopies shall be mounted on the horizontal framing element separating the storefront window from the transom (a crosspiece separating a doorway from a window).
- Awnings and canopies shall be designed to be compatible with the storefront in scale, proportions, and color.
- Awnings and canopies with backlit graphics or other kinds of interior illumination are not permitted.
- Matte finish canvas, glass, or metal are appropriate materials for awnings or canopies.

Awning Sign

Awning Sign

Freestanding Sign

Freestanding Sign

FREE STANDING SIGNS

A freestanding sign is a sign supported by one or more exposed columns, uprights or braces in, or upon the ground. Free standing signs are typically used for buildings separated from adjacent streets by substantial setbacks. A monument sign is a sign which is anchored to the ground with a monolithic base and are not allowed within Downtown Louisville.

Size

- The maximum copy area for the combination of any wall, marquee, awning/canopy, and free standing signs is two (2) square feet (SF) of sign area for every one (1) linear foot of primary frontage plus one (1) SF of sign area for every one (1) linear foot of secondary frontage for corner lots, or parcels adjoining a park space, civic plaza, or designated walkway. The maximum allowed copy area may be utilized with any combination wall, marquee, awning/canopy, and free standing signs.
- The copy area of a freestanding sign is nine (9) SF per side.
- The maximum height of a freestanding sign, including the sign base, is six (6) feet.

Placement

- Each building is allowed one free standing sign.
- The free standing sign shall not be placed on public right-of-way.
- Free standing signs shall be designed to be compatible with the storefront in material, scale, proportions, and color.
- Opaque backgrounds are required and shall be a non-reflective material.
- Free standing signs shall only be used when other alternative types of signage cannot provide adequate identification.

PROJECTING SIGNS

Projecting signs mean a double-faced sign which projects more than 12 inches over private or public property, or a hanging sign perpendicular to the street, and which uses a building wall or canopy as its main source of support.

Size

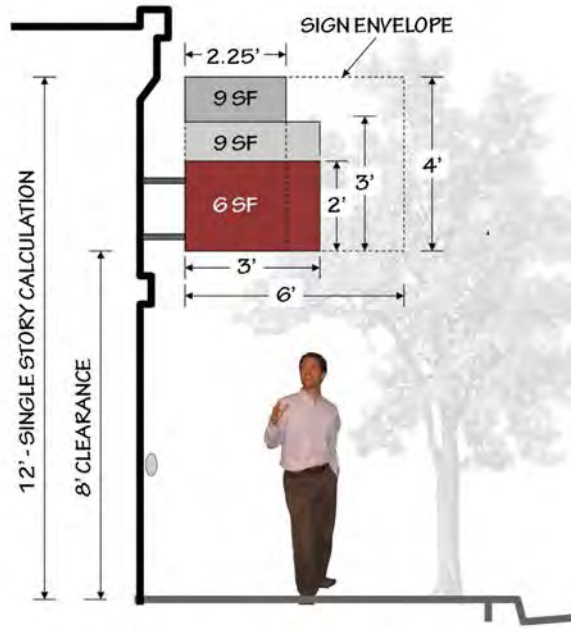
- The maximum copy area of each projecting sign along all building frontages is nine (9) square feet (SF) per side.
- Any end panel on a projecting sign is considered a face of the sign and is included in the measurement of the copy area for a wall sign if the end panel is twelve (12) inches, or more in width.

Primary and Secondary Frontage - Placement

- Single tenant buildings must place the projecting signs near a building entrance.
- Multi-tenant buildings may utilize one projecting sign per tenant.
- The minimum clearance of a projecting sign located over public property is eight (8) feet from the ground. There is no minimum clearance requirement for a projecting sign over private property.
- The maximum height of a projecting sign is twelve (12) feet above the sidewalk.
- Projecting signs shall not extend from the building façade for a greater distance than six (6) feet, or two/thirds the width of the adjacent sidewalk, whichever is less.
- For single tenant buildings with primary and secondary frontage longer than 25-feet, projecting signs shall be spaced a minimum of one every twenty-five (25) feet.
- Multi-tenant buildings can space projecting signs a minimum of one every ten (10) feet of linear primary and secondary frontage.

Alley Frontage - Placement

- The copy area of each projecting sign along any alley is nine (9) SF per side.
- A projecting sign can only be placed at a business entrance on the alley, or an access point to a pedestrian walkway from the alley.
- Projecting signs shall not extend from the building façade over the public right-of-way of the abutting alley frontage.
- Projecting signs shall not extend from the building façade for a greater distance than six (6) feet over private property along an alley.



Projecting Sign

Projecting Sign

Window Sign

Example: stylized guilding and typography

Any sign located on the interior within 6-feet of the window is considers a window sign

WINDOW SIGNS

Window signs are painted, posted, displayed, or etched on an interior translucent or transparent surface, including windows, or doors. This type of signage generally contains only text but in some circumstances can express a special business personality through graphic logos or images combined with color.

Any interior advertising display located within six (6) feet of a business window, or door is considered a window sign. Window signs should be created from high quality materials including paint, gold leaf, or vinyl. Recommended techniques for window signs include sandblasting, gilded or etched glass. Temporary posters announcing or advertising events sponsored by noncommercial organizations shall be exempt from the limitations for window signs.

Size

- The maximum copy area of a window sign is twenty (20) percent of the window, or eight (8) square feet, whichever is less.

SANDWICH BOARD SIGNS

A sandwich board sign is a moveable sign not secured or attached to the ground or surface upon which it is located, but supported by its own frame and most often forming the cross-sectional shape of an "A". Such signs are portable and are usually placed along public sidewalks to attract pedestrians into shopping areas.

Size

- A-frame, sandwich board signs are permitted in Downtown Louisville.
- The maximum copy area of a sandwich board sign is six (6) SF per side.
- Sandwich boards shall not exceed two (2) feet by three (3) feet and should not obstruct pedestrian traffic on sidewalks.

Placement

- Sandwich board signs may be placed in the public right-of-way on a sidewalk adjacent to a street and shall not obstruct vehicular, or bicycle traffic in the street, or obstruct pedestrian traffic on sidewalks.
- Each building tenant can have one sandwich board sign which must be located adjacent to the business that it advertises.
- Sandwich board signs shall be removed at the close of business each day for the business advertised.

Sandwich Board Sign

Menu Box Sign

Menu Box Sign

RESTAURANT MENU BOX SIGNS

Restaurant Menu Box Signs are signs incorporating a menu containing a listing of products and prices offered by the business. Such signs facilitate the customer in locating a restaurant in which to patronize. Therefore, prominently displayed menus with prices and other important information can help the customer in making this decision.

Size

- The allowable sign area for restaurant menu box signs shall be a maximum of eight (8) square feet.

Placement

- Restaurant menu box signs shall be located in a permanently mounted display box on the surface of the building within eight (8) feet of the entry. Taping a menu to a box is not an appropriate menu sign.
- High quality materials and artistic designs shall be used in the construction of menu box signs.
- Restaurant menu box signs are not included in the calculation of maximum sign area.
- Restaurant menu box signs shall be appropriate in material, size, location, and design to the character and architectural detail of the building as well as to the character of the restaurant.

MURALS

A mural is a large picture painted directly on a wall. Murals are valuable additions to Louisville in that they improve architecturally stark building facades and improve the visual interest of Downtown Louisville.

A mural cannot contain images, pictures, words or depictions that are obscene.

Murals using advertising content are regulated as a wall sign and are subject to the standards herein governing wall signs.

Murals using no advertising content are subject to the size requirement below.

Size

- Murals using advertising content are subject to the size requirements for wall signs.
- Other murals shall not exceed fifty (50) percent of a building facade.

Placement

- Murals are permitted only on walls with a minimum of five hundred (500) SF of uninterrupted space (no windows, architectural features, openings).

Mural

Mural

Kiosk

Kiosk

KIOSK

A kiosk is a small structure, typically located within a pedestrian walkway or similar circulation area (on either public or private property) and is intended for use as a key, magazine or similar type of small shop, or for use as display space for posters, notices, exhibits, etc. Kiosks may be permitted only if expressly authorized in an approved Final Planned Unit Development (PUD) development plan, or as a Special Review Use (SRU), which may contain additional standards and requirements concerning the design, construction, maintenance and operation of any kiosk.

Size

- The size of the kiosk is dependent on the proposed activity. Specific design considerations will be presented and discussed between the applicant and staff on an individual basis through the Final Planned Unit Development (PUD), or Special Review Use (SRU) process.

Placement

- The placement of the kiosk is dependent on the proposed activity. Specific design considerations will be presented and discussed between the applicant and staff on an individual basis through the Final Planned Unit Development (PUD), or Special Review Use (SRU) process.

TEMPORARY SIGNS

Temporary signs in Downtown Louisville shall be subject to the following specific requirements:

Construction Signs

Signs advertising subdivision, development, construction or other improvement of a property shall be permitted in any zoning district, and shall comply with the following:

- Such signs shall be limited to freestanding, wall or window signs; shall not exceed thirty-two (32) SF per face, shall not exceed eight (8) feet in height, and shall not be placed higher than twenty (20') feet, and cannot extend above the 2nd story window sill of the building to which it is attached.
- No riders or attachments to such signs shall be permitted.
- Residential developments consisting of five dwelling units or less, the maximum area permitted shall be six (6) SF per face for each dwelling unit being constructed.
- Construction signs shall be displayed only on the property to which the sign pertains. One such sign shall be permitted per street frontage upon the property which either has frontage or an entrance from a major thoroughfare provided the minimum distance between signs on any single development shall be 1,000 feet.

Political Signs

- Signs concerning candidacy for public office or urging action on any ballot issue in a primary, general or special election shall be permitted in Downtown Louisville subject to the area and height restrictions set forth in this document.
- Signs in a Commercial zone (including Downtown Louisville) shall have a maximum height of eight (8) feet, an area of thirty two (32) square feet, and shall not be placed higher than twenty (20') feet, and cannot extend above the 2nd story window sill of the building to which it is attached.
- The person or organization responsible for the erection or distribution of any political signs, or the owner of the property upon which the signs are located, shall remove the signs within ten (10) days after the primary or special elections to which the signs pertain. If the signs continue to be pertinent to a general election to be held within ninety (90) days, then the signs shall be removed within ten days after the general election to which they pertain.
- Signs shall be erected and maintained only on private land;
- Signs shall not be posted more than ninety (90) days prior to the election to which the sign is related;
- Shall be limited to wall, window and ground signs;
- Shall be limited to two signs for each street which the lot abuts for

Temporary Sign - Civic Event

Temporary Real Estate Sign

Temporary Construction Sign

Temporary Political Sign

each permitted use;

- Shall not be animated; and,
- Shall not flash, blink or fluctuate; and may be illuminated only from a concealed light source.

Real Estate Signs

- Shall not be over four (4) feet in height or six (6) SF in area and shall not be placed higher than twenty (20') feet, and cannot extend above the 2nd story window sill of the building to which it is attached.

Civic Events

- Shall erected no more than thirty (30) days prior to the event and must be removed within two (2) days after the termination of the event;
- Pennants and banners may be located on street light poles within public right-of-way located where they do not create safety hazards and only with approval from the Department of Planning and Building Safety;
- May be located off premise with approval from the Department of Planning and Building Safety;
- Must be installed only by, or under the supervision, or with permission from the Department of Public Works.

Special Event

- Shall be erected on the day of the event and must be removed at the conclusion of the event;
- Pennants and banners may be located on street light poles within public right-of-way located where they do not create safety hazards and only with approval from the Department of Planning and Building Safety;
- Shall be not be located off premise.

Other Temporary Signs

Temporary signs not specifically regulated by the preceding subsections shall be displayed only in accordance with the following conditions:

- Shall be limited to freestanding, window or wall signs only; and cannot extend above the 2nd story window sill of the building to which it is attached.

shall not exceed forty (40) SF in total surface area per use; shall comply with the placement requirements for each sign type.

- Shall remain in place for no more than two (2), thirty (30) day periods in any one calendar year, except the Planning and Building Safety Department may, for good cause, extend the time period up to thirty (30) days upon application.

MATERIALS

- Exterior materials, finishes, and colors shall complement those of the building or structures on site.
- Signs shall be professionally constructed using only high quality materials including: metal, stone, hard wood, brass-plated, and exposed neon.
- Internally lit plastic letters and plastic box signs are not allowed.
- The colors and lettering styles shall compliment the building façade and harmonize with neighboring businesses.
- Exposed neon tubing may be used in conjunction with other types of materials to artistically emphasize the business name and/or logo.
- Supporting members of a sign shall appear to be free of any extra bracing angle iron, guy wires, cables, etc.
- The supports shall appear to be an architectural and integral part of the building and/or sign.

ILLUMINATION

Illumination of signs shall be in accordance with the following requirements:

- The following light sources are allowed in Downtown Louisville:
  - Indirect External Illumination - External light sources shall be placed close to, and directed onto, the sign and shielded to minimize glare into the street or onto adjacent properties.
  - Back-lit, halo-lit illumination, or reverse channel letters with halo illumination.
  - Neon Lettering may be used as a primary, or accent to a business name, or logo on a sign.
- Projecting light fixtures used for externally illuminated signs shall be simple and unobtrusive in appearance. They should not obscure the graphics of the sign.
- White is the only light color permitted within Downtown Louisville for illuminating a sign, excluding neon.
- Only downward facing indirect external light is allowed along an alley frontage adjacent to residential land uses.
- The following light sources are prohibited in Downtown Louisville:
  - Internal Illumination - both internal cabinet signs and channel lettering.
  - Moving, blinking, or flashing signs.
  - Bare bulb illumination.
- Visible raceways and transformers shall be prohibited. Sign installation details should clearly indicate the location of the transformer and other mechanical equipment.

Neon Lighting - Allowed

Reverse Channel / Halo-Lit - Allowed

Indirect Lighting - Allowed

Back-Lit / Halo-Lit - Allowed

Internal-Lit - Not Allowed

Channel Lettering - Not Allowed

Whenever one of the following conditions occurs, a sign which is nonconforming to the regulations of this manual shall be brought into conformance, or shall terminate:

- When there is a change in the business or use to which the sign pertains;
- When there is a change in the copy on a sign, other than on reader panels;
- When there is a permit granted to change the sign;
- If any such sign or nonconforming portion thereof is destroyed by any means to an extent of more than 50 percent of its appraised value for tax purposes at the time of the destruction, it shall not be reconstructed except in conformity with the applicable provisions of this title;
- When the location of the sign is moved or altered.

Signs which have been officially designated as Iconic Signs, or Landmark Signs will not be required to comply with the requirements for nonconforming signs.

WAIVERS

Any request for an increase in the maximum allowable height, area, or number of signs permitted by this document must follow the procedures set forth in the Louisville Municipal Code for approval of a final Planned Unit Development (PUD), where the applicant seeks approval from the Planning Commission and City Council. This process will be expedited by the Department of Planning and building Safety. The review criteria on page 27 of this manual will be used as the basis of the evaluation.

ICONIC AND LANDMARK SIGN DESIGNATION

ICONIC SIGN

An Iconic Sign should evoke a sense of quality and unique visual appearances. It may, or may not, have historic significance. Signs which have been officially designated as an Iconic Sign by the Historic Preservation Commission and City Council and which retain those dimensional, locational, and lighting standards that the sign possessed when it received such a designation shall benefit from the following privileges:

- May remain on roofs, or exceed height limits found elsewhere in this design manual.
- May exceed dimensional limits found elsewhere in this design manual.
- May reference a product or business which is not related to the existing business on the property.
- May change the sign copy and logo while maintaining the architectural quality of the original sign.
- Shall not have the sign copy area deducted from the square footage of sign copy area granted by other standards in this design manual.
- May remain in a right-of-way unless it becomes a hazard.
- May retain its original lighting patterns and materials.
- May be removed by the owner if they so choose.

LANDMARK SIGN

A Landmark Sign shall meet the criteria established for a landmark structure as outline in section 15.36.050 of the Louisville Municipal Code. When a sign receives a landmark designation, it shall benefit from the following privileges:

- May be eligible for historic preservation funds for restoration, repair, or maintenance, with approval from the Historic Preservation Commission and City Council.
- May remain on roofs, or exceed height limits found elsewhere in this design manual.
- May exceed dimensional limits found elsewhere in this design manual.
- May reference a product or business which is not related to the existing business on the property.
- May change the sign copy only with an alteration certificate from the Historic Preservation Commission.
- Shall not have the sign copy area deducted from the square footage of sign copy area granted by other standards of this design manual.
- May remain in a right-of-way unless it becomes a hazard.

Blue Parrot

Old Louisville Inn

State Mercantile

Empire Lounge

Casa Alegre

- May retain its original lighting patterns and materials.
- The granting of the Landmark Sign designation is based upon the criteria established in section 15.36.050 of the Louisville Municipal Code.

ICONIC SIGN REVIEW CRITERIA

The Department of Planning and Building Safety shall review all applications for the Iconic Sign designation for consistency with the review criteria and findings described below. The review shall include consideration of size, color, materials, illumination, location, as well as all other elements of creative sign design and construction. The application and staff report will then be forwarded to the Historic Preservation Commission for recommendation and City Council for official designation.

The granting of the Iconic Sign designation is based upon a sign's distinct qualities. The following criteria will be used to provide guidance during the Historic Preservation Commission and City Council's review. An Iconic Sign shall meet at least three (3) of the following four (4) criteria:

1. The sign, by its design, construction and location, will not have a substantial adverse effect on abutting property or the permitted use thereof, and will contribute to the City's unique character and quality of life.
2. The sign exhibits unique or rare characteristics that enhance the streetscape or identity of Downtown Louisville and it clearly provides a unique architectural style and appearance.
3. The sign contributes to the historical or cultural character of the streetscape or the community at large.
4. The sign and all parts, portions, and materials shall be maintained and kept in good repair. The display surface of all signs shall be kept clean, neatly painted, and free from rust and corrosion.

ICONIC SIGN DESIGNATION

The City of Louisville Historic Preservation Commission and City Council shall have the authority to approve or disapprove the designation of an Iconic Sign based upon the criteria stated above. At the time of submittal, the applicant must file all necessary information for the Department of Planning and Building Safety staff can determine if the sign meets the criteria. The Department of Planning and Building Safety has the authority to request additional information in order to form a recommendation to the Historic Preservation Commission and City Council. The burden of proof for meeting the criteria is upon the applicant. Once designated as an Iconic Sign, it shall be considered to be in compliance with this Downtown Louisville Sign Manual.

All signs painted, constructed, erected, remodeled, relocated, expanded or which have the copy of the sign changed or altered except those which are exempt, are required to obtain a permit from the City of Louisville Department Planning and Building Safety. No permit shall be issued unless there is full compliance with the provisions of this design manual and other applicable provisions of the Louisville Municipal Code.

APPROVAL PROCESS

APPLICATION REQUIREMENTS

All permanent signs, wall mounted, temporary, and sandwich board signs must submit a master sign program for review and approval by the Department of Planning and Building Safety. Each application submittal shall include the following:

- Proposed sign permit application (Four (4) sets).
- Full color 'to-scale' sketches of the proposed signs, displaying elevation and plan views, including materials, lighting, size, shape, design of all elements of the sign. (Four (4) sets).
- Illustrate the location of all signs in relation to the site plan, buildings, right-of-way, and property lines. (Show building and lot dimensions). A Final Planning Unit Development (PUD) site plan or an Improvement Location Certificate (ILC) can be used to complete this requirement.
- Additional submittal requirements may be requested at the discretion of the Department of Planning and Building Safety.

REVIEW CRITERIA

The purpose and intent of the review shall be to encourage uniform architectural standards and cohesive community development consistent with the purpose, intent and scope of this design manual. The Department of Planning and Building Safety may approve, approve with conditions, request modifications, or disapprove the issuance of a sign permit after consideration of the following criteria:

1. The proposed sign(s) shall be consistent and compatible with the color, materials, design of the on-site building(s).
2. The proposed signs(s) shall be scaled and located consistent with the scale of the lot and the massing of the building(s), with consideration of legibility of copy area.
3. The proposed sign(s) shall present a consistent and cohesive master design program, incorporating all site signage in similar color, materials, type-face, copy area, theme or design.
4. The proposed sign(s) are in conformity with the standards of this manual respecting the size, height, location, design and appearance of the sign(s) involved.
5. All existing and proposed signs must conform to the regulations and design standards of the building code of the city and all other applicable codes. Wiring of all electrical signs must conform to the electrical code of the city.

SUBMITTAL REVIEW

All sign permit applications shall be available through the Department of Planning and Building Safety. Each completed application shall be promptly reviewed. Any necessary modifications to the application shall be provided in writing to the applicant.

BUILDING AND ELECTRICAL CODES

All signs must conform to the regulations and design standards of the building code of the city and all other applicable codes. Wiring of all electrical signs must conform to the electrical code of the city.

PROCESS

Requests for a sign permit shall be approved, approved with conditions, or denied, or a request for modifications issued, within 15 days after City receipt of a complete application, unless such period is waived or extended by agreement of the applicant. If modifications are requested, a decision on the permit shall be entered within 15 days after City receipt of the applicant's response to the request for modifications, unless such period is waived or extended by agreement of the applicant.

MAINTENANCE AND UPKEEP

All signs, both currently existing and constructed in the future, and all parts thereof shall be maintained in a safe condition and the owner or lessee of any sign shall take all reasonable actions to maintain the sign so that any sign will be maintained.

CONTRIBUTORS

City Council

- Mayor Charles Sisk
- Dave Clabots
- Robert Muckle
- Sheri Marsella
- Frost Yarnell
- Hank Dalton
- Ron Sackett

Planning Commission

- Jeffrey Lipton
- Chris Pritchard
- Susan Loo
- Ann O'Connell
- Monica Sheets
- Scott Russell
- Steve Brauneis

Community Organizations and the City of Louisville Board / Commission Members

- Business Retention and Development
- Chamber of Commerce
- Downtown Business Association
- Historic Preservation Commission
- Louisville Revitalization Commission

Specific Downtown Business Owners

- Garrett McCarthy, Old Louisville Inn Restaurant
- Jim Cohen, Empire Lounge and Restaurant
- Joan Riggins, Blue Parrot Restaurant

Department of Planning and Building Safety

- Gavin McMillian, AICP, Planner II, Project Manager
- Troy Russ, AICP, Director
- Sean McCartney, Principal Planner
- Jolene Schwertfeger, Senior Administrative Assistant
- Sam Light, Light, Kelly, & Dawes, PC - City Attorney

Special Thanks To

- Michael Menaker for his insight and dedication to the project and to the downtown business community.

City of Louisville
Department of Planning and Building Safety
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Louisville, Colorado

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Email: planning@louisvilleco.gov

www.Louisvilleco.gov

PUBLIC HEARING: 947 Pine Street Iconic Sign Designation, Resolution No. 2, Series 2016. A resolution making findings and recommendations regarding the iconic sign designation eligibility determination for the former Standard Oil sign located at 947 Street.

Conflict of Interest and Disclosure: None.

Staff Report of Facts and Issues:
Lauren Trice presents from Power Point.
This is a new process the HPC has not done before. This is a request to designate an Iconic Sign at 947 Pine Street. There is no 50 year requirement for an iconic sign designation.

- It is part of the Downtown Sign Manual.
- Iconic sign – "*an existing non-conforming sign with a distinctive architectural style that has been designated with the owner's consent as an Iconic Sign"*
- **LOCATION.**
    - Iconic sign designation for former Standard Oil sign
    - Corner of Front and Pine Streets
    - Does not comply with the maximum height for freestanding sign
- Standard Oil building constructed in 1961 but a gasoline station existed since the last 1920s.
- The base of the sign has changed, but overall shape has remained consistent.
- Downtown Sign Manual

  1. The sign, by its design, construction and location, will not have a substantial adverse effect on abutting property or the permitted use thereof, and will contribute to the City's unique character and quality of life;
  The sign is located on the corner of Pine and Front Streets out of the 30' vision clearance triangle. Staff finds the re-facing improves the character of the intersection resulting in a positive impact on the surrounding properties. The unique sign is featured on a gateway into Downtown Louisville.
  2. The sign exhibits unique or rare characteristics that enhance the streetscape or identity of Downtown Louisville and it clearly provides a unique architectural style and appearance.
  The rare shape and prominent location of the Standard Oil sign captures mid-twentieth century character of Downtown Louisville.
  3. The sign contributes to the historical or cultural character of the streetscape or the community at large.
  The sign was constructed prior to 1961. With some modifications to the sign pole, the sign has been a part of the Louisville streetscape for over 50 years.
  4. The sign and all parts, portions, and materials shall be maintained and kept in good repair. The display surface of all signs shall be kept clean, neatly painted, and free from rust and corrosion.
  The current sign has issues with rust and deterioration. As a part of the re-facing of the sign, the applicant will repair and refurbish the sign structure.

Staff Recommendations:
Staff finds that the application meets the Iconic Sign review criteria and recommends approval of the Iconic Sign designation for the former Standard Oil sign located at 947 Pine Street. This will continue to City Council for their final approval.

DRAFT

Applicant Presentation:
Richard Keeran, KTK General Contracting Ltd, 3755 W 69th Place, Westminster, CO Senior Project Manager
Akash Singh, 5226 E 130th Court, Denver, CO
No presentations.

Commission Questions of Staff and Applicants:
Fahey asks how high is the existing sign from the ground to the bottom of the oval.
Keeran says approximately 5'. In looking at the picture, the sign is within the confines of landscaping. It is 6' from the sidewalk in both directions. No one should be able to get underneath it.
Fahey says it is close to a very busy pedestrian intersection. 5' seems a little short unless something is kept underneath it. The old Standard sign was much higher than that.
Stewart asks why it doesn't meet our current sign code.
Trice says there is a 6' height limit on freestanding signs. In addition, the illumination inside is out of compliance with the Downtown Sign Manual. The applicant is currently not requesting to use illumination.
Stewart says the height changed three times. In all the photos supplied, it had an armature angling over, not a straight pedestal. Do we know when that changed?
Trice says we do not know when it changed, sometime between 1982 and the present.
Chuck Thomas says I do not have an objection to reuse this existing sign.
Koertje says there is not much criteria for the HPC to go by. It does seem to harken back to an earlier time and does add some character to Downtown Louisville. I am willing to approve this designation. I know it does not qualify for any grants. It allows it to be a non-conforming sign.
Fahey says it has been this way for many years and has never come up with any objections from Planning Commission or anyone on the sign code. I see no problem to have it finished and maintained.
Stewart says it does have unique architectural shape and style, and adds character to the Downtown and the district. Item #4 says "*The sign and all parts, portions, and materials shall be maintained and kept in good repair. The display surface of all signs shall be kept clean, neatly painted, and free from rust and corrosion."* One of the unique parts of this sign is the illumination. I like the sign the way it currently looks which is a sign with no text. The question is if the applicant is not going to maintain and replace illumination in the sign, I'm not sure it meets the criteria in the code. The reason it is in our code is to maintain those parts and maintain the unique characteristics of the sign.
Keeran says at this time, we would like to illuminate the sign with the current illumination in the sign. I don't think this was communicated to Staff. It means re-ballasting it and putting in new lamps. The only part that will light up at night will be the shamrock letters and the shamrock. The dark green will not be lit at night. It will block the light from shining through.
Stewart says I would like to see it all illuminated. We have an architectural shape and unique character we are recognizing that you can only see during the day, but not at night. Can the outline be illuminated?
Keeran says yes. A lot of cities only want the outline illuminated at night because it is less light pollution. We can use different materials on the actual sign face to allow light to come through.
Haley says I think an outline would be nice, not the whole thing, but the outline. I am in favor of this because using it is better than not using it and then appearing broken down. It is a nice sign and a significant artifact on that corner. I think it is worth saving. If they are willing to use it, I am willing to support it.

DRAFT

Cyndi Thomas says I think repurposing it is fantastic. This shape is well known. I think the idea of illuminating it.
Singh says the sign originally proposed would probably not meet the criteria you are looking for. As Rich said, only the shamrock and the wording underneath would light up. It would not be very intrusive. We can get the specs on the illumination.
Haley says we would be satisfied with a simple outline to showcase the shape.
Fahey says I am concerned about the night sky issue.
Keeran says the lighting would be all internal. There will be no exterior bulbs; it will be behind the actual face.

Public Comment:
David Hasen, 954 Elm Street, Louisville, CO
I have no objection to the sign. I live in a home just built on Elm Street near Lucky Pie. One thing that does concern me is the sign could be very bright. It is nice to have an illuminated sign.
Stewart says in looking north from your house, you will probably see the sign. You would be looking at the edge of the sign depending on the orientation.
Haney says I imagine Planning will have definite limits to illumination in Downtown.
Trice says by adding the illumination to the sign, it normally would not be allowed in Downtown. Through the iconic sign designation, it would create illumination that would otherwise not be allowed.
Haney says do we need to specify that HPC is okay with it being illuminated?

Closed Public Hearing and Discussion by Commission:
Chuck Thomas makes a motion to approve **947 Pine Street Iconic Sign Designation, Resolution No. 2, Series 2016.** A resolution making findings and recommendations regarding the iconic sign designation eligibility determination for the former Standard Oil sign located at 947 Street

1. Include illumination with illumination to extend to the exterior edge of the sign to subtly re-enforce the iconic shape of the sign.

seconded by Stewart. Roll call vote.

Name	Vote
Lynda Haley	Yes
Debbie Fahey	Yes
Peter Stewart	Yes
Mike Koertje	Yes
Jessica Fasick	N/A
Cyndi Thomas	Yes
Chuck Thomas	Yes
Motion passed/failed:	Pass

Motion passes 6-0.

PUBLIC HEARING: Louisville Grain Elevator, 540 County Road, Resolution No. 3, Series 2016. A resolution making findings and recommendations regarding the Historic Preservation Fund grant application for a historic industrial structure located at 540 County Road, known as the Louisville Grain Elevator.

Conflict of Interest and Disclosure: None.

DRAFT

RESOLUTION NO. 02
SERIES 2016

A RESOLUTION MAKING FINDINGS AND RECOMMENDATIONS REGARDING THE ICONIC SIGN DESIGNATION ELIGIBILITY DETERMINATION FOR THE FORMER STANDARD OIL SIGN LOCATED AT 947 PINE STREET

WHEREAS, there has been submitted to the Louisville Historic Preservation Commission (HPC) an application requesting an Iconic Sign eligibility determination for the former Standard Oil sign located at 947 Pine Street, on property legally described ELY 95 FT LOTS 5 & 6 & ELY 95 FT OF SLY 13 FT LOT 4 LESS MIN BLK 3, Town of Louisville, City of Louisville, State of Colorado; and

WHEREAS, the City Staff and the HPC have reviewed the application and found it to be in compliance with the Downtown Sign Manual, establishing criteria for Iconic Sign designation; and

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

WHEREAS, the HPC finds that the sign exhibits rare characteristics which contribute to the streetscape and the City' s unique character.

NOW, THEREFORE, BE IT RESOLVED BY THE HISTORIC PRESERVATION COMMISSION OF THE CITY OF LOUISVILLE, COLORADO does hereby recommend approval of the application to designate the Iconic Sign at 947 Pine Street should be approved with the following condition:

- Include illumination with illumination to extend to the exterior edge of the sign to subtly re-enforce the iconic shape of the sign.

PASSED AND ADOPTED this _____ day of _____, 2016.

_____
Lynda Haley, Chairperson

Historic Preservation Commission

947 Pine Street

Iconic Sign Designation

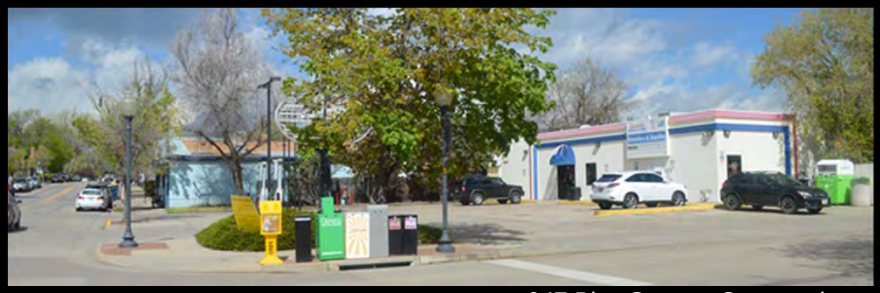
A request to designate an Iconic Sign at 947 Pine Street.

Iconic sign – "*an existing non-conforming sign with a distinctive architectural style that has been designated with the owner's consent as an Iconic Sign*"

947 Pine Street

947 Pine Street

- Iconic sign designation for former Standard Oil sign
- Corner of Front and Pine Streets
- Does not comply with the maximum height for freestanding sign



947 Pine Street – Current photo

947 Pine Street

947 Pine Street

Proposed re-facing of sign

Downtown Sign Manual

947 Pine Street

1. The sign, by its design, construction and location, will not have a substantial adverse effect on abutting property or the permitted use thereof, and will contribute to the City's unique character and quality of life;

The sign is located on the corner of Pine and Front Streets out of the 30' vision clearance triangle. Staff finds the re-facing improves the character of the intersection resulting in a positive impact on the surrounding properties. The unique sign is featured on a gateway into Downtown Louisville.

2. The sign exhibits unique or rare characteristics that enhance the streetscape or identity of Downtown Louisville and it clearly provides a unique architectural style and appearance.

The rare shape and prominent location of the Standard Oil sign captures mid-twentieth century character of Downtown Louisville.

947 Pine Street

3. The sign contributes to the historical or cultural character of the streetscape or the community at large.

The sign was constructed prior to 1961. With some modifications to the sign pole, the sign has been a part of the Louisville streetscape for over 50 years.

4. The sign and all parts, portions, and materials shall be maintained and kept in good repair. The display surface of all signs shall be kept clean, neatly painted, and free from rust and corrosion.

The current sign has issues with rust and deterioration. As a part of the re-facing of the sign, the applicant will repair and refurbish the sign structure.

947 Pine Street

Staff finds that the application meets the Iconic Sign review criteria and recommends approval of the Iconic Sign designation for the former Standard Oil sign located at 947 Pine Street.

SUBJECT: **ORDINANCE NO. 1721, SERIES 2016, AN ORDINANCE APPROVING A BOUNDARY LINE AGREEMENT CONCERNING CERTAIN BOUNDARIES OF MEMORY SQUARE PARK – 2ND Reading – Public Hearing - Advertised *Daily Camera* 06/19/2016**

DATE: **JULY 5, 2016**

PRESENTED BY: **SAM LIGHT, CITY ATTORNEY**
MALCOLM FLEMING, CITY MANAGER

SUMMARY:
There are discrepancies in the legal descriptions of the boundary line between the lot located at 833 Jefferson Street, owned by Karen and Keith Keller, and the City's Memory Square Park. These discrepancies are contained in historical deeds and surveys of the properties as well as the block configuration and numerous surveys of the area. These discrepancies create uncertainty as to the location "on the ground" of the boundary line between the Keller Property and the City Property.

The existing fence between the two properties, which was constructed over 20 years ago, was placed on a line mutually identified at the time as the desired common boundary line. However, the fence was placed approximately 4.8' south of the deeded line. Further complicating the matter is a survey discrepancy of between 1.57' and 3.23' that affects surveys in this area of the City. The impact of these factors is the fence encroaches on the City's property by as little as 1.57' (4.8-3.23=1.57) or as much as 3.23' (4.8-1.57=3.23).

The Kellers, through their agent Ed T. Bristow, with Flatirons, Inc. Surveying, Engineering & Geomatics, propose to resolve the encroachment by adopting a boundary line agreement that would establish the line of the existing fences as the common boundary line. As an incentive, they also propose to resolve through the boundary agreement the City's use of a portion of the vacated alley on the west side of 833 Jefferson. Adopting the proposed ordinance would approve a boundary line agreement for this purpose.

Background
On November 4, 2015 Mr. Bristow provided a letter, survey information and photographs indicating that there is a survey discrepancy of between 1.57' and 3.23' north-south, depending on the survey point of reference, between the City's Memory Square Park and the parcel at 833 Jefferson Street, which is immediately north and east of the Park property. These surveying discrepancies affect where a surveyor would locate lines of record in this block. Based on his November 4 correspondence, it appears such discrepancies came to light in the 1980s and 90s. This was well after a

concrete wall was installed on the north side of 833 Jefferson in 1949 to memorialize the north property line. It was also after the development of Memory Square Park in 1973. It also appears, based on a 1972 aerial photo, that there has been a fence in the current location on the southern side of the 833 Jefferson property since at least 1972 and that during the 1980s or 90s a new fence was installed along the same fence line appearing in the 1972 aerial photo.

The Kellers, through their agent Mr. Bristow, propose a boundary agreement to formalize the fence line as the common boundary and resolve title claims each might have against the other. As an incentive, they also propose to resolve through the boundary agreement the City's use of a portion of the vacated alley on the west side of 833 Jefferson. The City vacated that portion of alley in April 1973 (Ordinance No. 410) and per the vacation statutes, title to the entire strip would have passed to the owners of 833 Jefferson because the alley was adjacent the outside boundary of the original plat. However, the fence in that area is to the east of the actual boundary line. The proposed boundary agreement would fix the legal boundary along the fence in place, thus resolving title claims each party might have against the other.

Without the proposed agreement, the property line between 833 Jefferson and Memory Square Park would remain in question. This would create uncertainty whether there is sufficient setback from the house on 833 for vehicle access to the rear of the property, including the existing garage in the southwest corner.

Under the proposed agreement the southern platted property boundary shifts by approximately 4.8 feet to the south and western platted property boundary (with vacated alley) shifts by approximately 4.4 feet to the east, resulting in a net increase of 515 square feet in overall lot area.

Applying the maximum lot coverage and floor area ratio standards, and the minimum setback standards provided by the Old Town Overlay District zoning to the proposed lot area results in an allowed lot coverage increase from approximately 2,039 square feet to 2,231 square feet and allowed floor area increase from approximately 2,447 square feet to 2,676 square feet. The side-yard setback from the south property line and rear-yard setback from the west property line would change in proportion to distance the property boundary lines shift. The shift in lot boundaries would not impact the compliance of the current structures with setback standards. In addition, the property could continue to be developed in similar manner as currently exists.

The proposed Boundary Line Agreement does not bind other properties or owners; rather it is binding only as between the City and the Kellers as respects their common boundaries between 833 Jefferson and Memory Square Park. The proposed agreement also does not purport to fix any line or monument for any other purpose, so

the line it establishes should not be deemed controlling for any other boundary (either in any beneficial or prejudicial manner). There are two parcels north of 833 Jefferson within this Block; otherwise, all property is City-owned. This Agreement does not dictate any outcome for any boundary issues for the north line of 833 Jefferson and properties to the north, or for the remaining stretch of fence line between Memory Square Park and 841 Jefferson.

The City is authorized on the same basis as private parties to enter into a common boundary line agreement. The authorizing statute (C.R.S. 38-44-112) states as follows:

> Any uncertain line, uncertain corner, or uncertain boundary of an existing parcel of land that is recorded in the real estate records in the office of the clerk and recorder for the county where the land is located and that is in dispute may be determined and permanently established by written agreement of all parties thereby affected, signed and acknowledged by each as required for conveyances of real estate, clearly designating the same, and accompanied by a map or plat thereof that shall be recorded as an instrument affecting real estate, and shall be binding upon their heirs, successors, and assigns. If the map or plat is prepared by a licensed professional land surveyor, monuments shall be set for any line, corner, or boundary included in the agreement.

The mutual assumptions regarding location of the boundary, placement of the fence and subsequent development result in the fact that the strip at issue has not been used or maintained as part of Memory Square Park. Based on these specific facts, the City Attorney's opinion is that use of a Boundary Line Agreement to permanently establish the existing line as the boundary is not a transfer of park land subject to the election requirements of the Charter.

FISCAL IMPACT:
There have been minor legal expenses to coordinate preparation and review of the documents. Adopting the ordinance and approving the boundary line agreement would help resolve questions associated with the boundary lines between Memory Square Park and 833 Jefferson and possibly help avoid additional legal expenses related to the discrepancies in the legal boundary of Memory Square Park.

RECOMMENDATION:
Staff recommends City Council approve Ordinance No. 1721, Series 2016.

ATTACHMENTS:
1. Ordinance Approving Boundary Line Agreement
2. Boundary Line Agreement
3. November 4, 2015 letter and materials from Ed Bristow
4. July 22, 2015 letter and materials from Ed Bristow
5. Improvement Location Certificates from Ed Bristow

ORDINANCE NO. 1721
SERIES 2016

AN ORDINANCE APPROVING A BOUNDARY LINE AGREEMENT CONCERNING CERTAIN BOUNDARIES OF MEMORY SQUARE PARK

WHEREAS, the City of Louisville is the owner in fee simple of certain real property known as Memory Square Park (the "City Property"); and

WHEREAS, Karin S. Medina-Keller and Keith L. Keller ("the Owners") are the fee simple owners of the property known as 833 Jefferson Avenue, Louisville, CO 80027 (the "Keller Property"); and

WHEREAS, the Keller Property is adjacent to and immediately north and east of the City Property and the Keller Property and City Property share a common boundary line; and

WHEREAS, there are discrepancies in the legal descriptions of the common boundary line between the Keller Property and the City Property contained in historical deeds and surveys of the properties as well as numerous discrepancies in the block configuration as demonstrated in numerous surveys of the area; and

WHEREAS, those discrepancies and/or misclosures result in uncertainty as to the location "on the ground" of the boundary line between the Keller Property and the City Property; and

WHEREAS, the existing fence between the two properties was placed on a line mutually identified at the time of the fence installation as the desired common boundary line; and

WHEREAS, while deed and survey discrepancies and/or misclosures result in uncertainty as to the location "on the ground" of the common boundary line, the Owners and the City desire that the line of the existing fence serve as the common boundary line; and

WHEREAS, pursuant to C.R.S. Section 38-44-112, any line or disputed corner or boundary may be determined and permanently established by written agreement of all parties thereby affected; and

WHEREAS, a boundary line agreement has been proposed between the City and the Owners to determine the common boundary line and permanently establish by written agreement a clear designation of the common boundary line; and

WHEREAS, the City is authorized by law to enter into such an agreement, and the City Council finds and determines that execution of the proposed agreement is in the best interest of the City and its citizens; and

WHEREAS, the City Council by this ordinance desires to approve the proposed boundary line agreement and authorize its execution;

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

Section 1. The City Council hereby approves that certain Boundary Line Agreement between the City of Louisville and Karin S. Medina-Keller and Keith L. Keller, the fee simple owners of the property known as 833 Jefferson Avenue, Louisville (the "Agreement"), in substantially the same form as the copy of such Agreement accompanying this Ordinance.

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

Section 3. The Mayor, City Manager and City Staff are hereby authorized to execute and deliver any other documents necessary or appropriate to effect the provisions of the Agreement, including without limitation the execution, delivery or acceptance of any quit claim deeds appropriate to the establishment of the common boundary line as established by the Agreement.

Section 4. If any portion of this ordinance is held to be invalid for any reason, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have passed this ordinance and each part hereof irrespective of the fact that any one part be declared invalid.

Section 5. All other ordinances or portions thereof inconsistent or conflicting with this ordinance or any portion hereof are hereby repealed to the extent of such inconsistency or conflict.

INTRODUCED, READ, PASSED ON FIRST READING, AND ORDERED PUBLISHED this _____ day of _____, 2016.

_____
Robert P. Muckle, Mayor

ATTEST:

_____
Carol Hanson, Acting 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:

_____
Carol Hanson, Acting City Clerk

After Recording, Return to:

Ed T. Bristow, JD, PLS
President and General Counsel
Flatirons, Inc.
3825 Iris Avenue, Suite 395
Boulder, CO 80301

BOUNDARY LINE AGREEMENT

THIS BOUNDARY LINE AGREEMENT (hereinafter "Agreement") is made and entered into this _____ day of _____, 2016, by and between Karin S. Medina-Keller and Keith L. Keller, whose address is 833 Jefferson Ave. Louisville, CO 80027, and the City of Louisville, a Colorado home rule municipal corporation, whose address is 749 Main St, Louisville, CO 80027 (Karin S. Medina-Keller, Keith L. Keller and the City of Louisville are sometimes hereinafter referred to individually as a "Party," or collectively as the "Parties", and Karin S. Medina-Keller and Keith L. Keller are also sometimes hereinafter referred to collectively as "Owners").

RECITALS

A. WHEREAS, Karin S. Medina-Keller and Keith L. Keller represent and warrant they are the owners in fee simple of that real property described in the deed recorded May 23, 2014 at Reception Number 3381585, of the records of the Boulder County Clerk and Recorder, and the adjacent alley vacated by City of Louisville Ordinance No. 410, Series 1973, dated April 3, 1973, otherwise currently known as 833 Jefferson Ave. Louisville, CO 80027 (the "Keller Property"); and

B. WHEREAS, the City of Louisville, represents and warrants it is the owner in fee simple of that real property described in deed recorded October 20, 1976 at Reception Number 196748 of the records of the Boulder County Clerk and Recorder, otherwise currently known as Memory Square Park (the "City Property"; the Keller Property and the City Property are collectively referred to as the "Properties"); and

C. WHEREAS, the Keller Property is adjacent to and immediately north and east of the City Property and the two Properties share a common boundary line; and

D. WHEREAS, there are discrepancies in the legal descriptions of the common boundary line contained in historical deeds and surveys of the properties as well as numerous discrepancies in the block configuration as demonstrated in numerous surveys of the area; and

E. WHEREAS, those discrepancies and/or misclosures result in uncertainty as to the location "on the ground" of the above referenced common boundary line; and

F. WHEREAS, it appears the existing fence between the Properties was placed on a line mutually identified at the time of fence installation as the desired common boundary line; and

G. WHEREAS, while deed and survey discrepancies and/or misclosures result in uncertainty as to the location "on the ground" of the above referenced common boundary line, the Parties desire that the line of the existing fence serve as the common boundary line; and

H. WHEREAS, pursuant to C.R.S. Section 38-44-112, any line or disputed corner or boundary may be determined and permanently established by written agreement of all parties thereby affected, signed and acknowledged by each as required for conveyances of real estate clearly designating the same, and accompanied by a map or plat thereof which shall be recorded as an instrument affecting real estate, and shall be binding upon their heirs, successors and assigns; and

I. WHEREAS, Karin S. Medina-Keller, Keith L. Keller and the City of Louisville desire to forever settle any question as to the actual location and legal description of the common boundary line between the Keller Property and the City Property.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated as if fully set forth herein, the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

1. **Description of Common Boundary Line.** The Parties mutually agree that the common boundary line between the Keller Property and the City Property is as shown and described on the legal description and map attached hereto as Exhibit A. Pursuant to the forgoing, the City hereby remises, releases and forever quit claims to the Owners any and all right, title and interest which it may have in and to any portion of land in the possession of the Owners lying north and east of the common boundary line established by this Agreement and described in Exhibit A, and the Owners hereby remise, release and forever quit claim to the City any and all right, title and interest which they may have in and to any portion of land in the possession of the City lying south and west of the common boundary line established by this Agreement and described in Exhibit A.

2. **Estoppels.** Upon execution of this Agreement, the Parties hereto shall be estopped to dispute, challenge, or deny the location of the common boundary line as established by

this Agreement and described in Exhibit A.

3. **Binding Effect.** Pursuant to C.R.S. § 38-44-112, this Agreement shall be binding upon and inure to the benefit of each of the Parties hereto and their respective successors and assigns as the same relates to the common boundary line between the Keller Property and the City Property, and the agreements contained herein shall be for all purposes considered to be covenants running with the land as to each of the Properties adjoining the common boundary line established by this Agreement and described in Exhibit A.

4. **Miscellaneous.**

   a. Recording of Agreement. This Agreement shall be recorded in the Boulder County, Colorado real property records immediately upon execution by the Parties hereto.

   b. Entire Agreement. This Agreement contains all of the terms and conditions of the Parties' agreements and understandings with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, representations and understandings of the Parties. All other rights with respect to the Parties' real property, or otherwise, not specifically addressed herein are hereby reserved.

   c. Waivers and Modifications in Writing. This Agreement may only be modified, amended, changed or terminated, in whole or in part, by a written instrument duly authorized and executed by the Parties hereto, or their duly authorized heirs, successors, or assigns.

   d. Costs of Defense. If any legal action or arbitration or other proceeding is brought for the enforcement of this Agreement, or because of any alleged dispute, breach, default or misrepresentation in connection with any of the provisions of this Agreement, each of the Parties shall bear its own attorneys' fees and other costs incurred in that action or proceeding.

   e. Headings. The headings and captions are inserted for reference only and the same shall not limit or construe the paragraphs or sections to which they apply or otherwise affect the interpretation hereof.

   f. Severability. In the event that any portion of this Agreement should become or be declared invalid by a court of competent jurisdiction, the remainder of this Agreement shall remain in full force and effect.

   g. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado.

h. Warranty of Capacity. By its execution hereof, each party hereto represents and warrants to the other parties that it or its representative signing hereunder has fulI power and lawful authority to execute this Agreement and bind said party and its respective real property to the terms hereof..

[Notarization blocks below]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

_____
Karin S. Medina-Keller

STATE OF COLORADO)
) SS.
COUNTY OF BOULDER)

The foregoing instrument was acknowledged before me this _____ day of _____, 2016, by Karin S. Medina-Keller.

WITNESS my hand and official seal.

Notary Public:_____

My commission expires:_____

_____
Keith L. Keller

STATE OF COLORADO)
) SS.
COUNTY OF BOULDER)

The foregoing instrument was acknowledged before me this _____ day of _____, 2016, by Keith L. Keller.

WITNESS my hand and official seal.

Notary Public:_____

My commission expires:_____

City of Louisville:

_____
Robert P. Muckle, Mayor

Attest:

_____
Carol Hanson, Acting City Clerk

STATE OF COLORADO)
) SS.
COUNTY OF BOULDER)

The foregoing instrument was acknowledged before me this _____ day of _____, 2016, by Robert P. Muckle, Mayor, and Carol Hanson, Acting City Clerk, of the City of Louisville.

WITNESS my hand and official seal.

Notary Public:_____

My commission expires:_____

EXHIBIT "A"

LOCATED IN THE SOUTHEAST QUARTER OF SECTION 8, TOWNSHIP 1 SOUTH,
RANGE 69 WEST OF THE 6TH PRINCIPAL MERIDIAN,
CITY OF LOUISVILLE, COUNTY OF BOULDER, STATE OF COLORADO

SHEET 1 OF 3

A LINE, LOCATED IN THE SOUTHEAST QUARTER OF SECTION 8, TOWNSHIP 1 SOUTH, RANGE 69 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF LOUISVILLE, COUNTY OF BOULDER, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

CONSIDERING THE CENTER LINE OF JEFFERSON AVE. BETWEEN SPRUCE ST. AND WALNUT ST. TO BEAR NORTH 00°00'00'E, A DISTANCE OF 337.92 FEET BETWEEN A FOUND #5 REBAR WITH 2" ALUMINUM CAP "PLS 24305 ALBERS DREXEL POLLY" AT THE INTERSECTION OF SPRUCE ST. AND JEFFERSON AVE. AND A FOUND #5 REBAR IN RANGE BOX AT THE INTERSECTION OF WALNUT ST. AND JEFFERSON AVE., WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO.

COMMENCING AT SAID 2" ALUMINUM CAP; THENCE ALONG SAID CENTER LINE, NORTH 00°00'00' EAST, A DISTANCE OF 183.71 FEET; THENCE NORTH 90°00'00" WEST, A DISTANCE OF 33.00 FEET TO A SET 18" NO. 5 REBAR WITH 1-1/2" ALUMINUM CAP, "FLATSURV 19588 2' O/S", SAID POINT BEING A 2.00 FOOT OFFSET TO THE WESTERLY RIGHT OF WAY LINE OF JEFFERSON AVENUE, AND ALSO BEING 0.4 FEET EAST OF THE EAST END OF AN EXISTING WOOD FENCE; THENCE CONTINUING NORTH 90°00'00" WEST, A DISTANCE OF 2.00 FEET ALONG SAID WOOD FENCE TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID EXISTING WOOD FENCE LINE THE FOLLOWING TWO COURSES;

NORTH 89°54'26" WEST, A DISTANCE OF 140.64 FEET TO AN 18" NO. 5 REBAR WITH 1-1/2" ALUMINUM CAP, "FLATSURV 19588";

THENCE NORTH 00°03'35" EAST, A DISTANCE OF 42.31 FEET TO TO AN 18" NO. 5 REBAR WITH 1-1/2" ALUMINUM CAP, "FLATSURV 19588" AND THE POINT OF TERMINUS;

I, EDGAR T. BRISTOW, A LAND SURVEYOR LICENSED IN THE STATE OF COLORADO, DO HEREBY STATE FOR AND ON BEHALF OF FLATIRONS, INC., THAT THIS PARCEL DESCRIPTION AND ATTACHED EXHIBIT, BEING MADE A PART THEREOF, WERE PREPARED BY ME OR UNDER MY RESPONSIBLE CHARGE AT THE REQUEST OF THE CLIENT AND IS NOT INTENDED TO REPRESENT A MONUMENTED LAND SURVEY OR SUBDIVIDE LAND IN VIOLATION OF STATE STATUTE.

COLORADO LICENSED
EDGAR THOMAS BRISTOW
19588
4/14/2016
PROFESSIONAL LAND SURVEYOR

EDGAR T. BRISTOW
COLORADO P.L.S. #19588
PRESIDENT, FLATIRONS, INC.

FSI JOB NO. 15-65,961

JOB NUMBER: 15-65,961
DRAWN BY: T. COLVIN/E. BRISTOW
DATE: MARCH 1. 2016; APRIL 14, 2016

THIS IS NOT A "LAND SURVEY PLAT" OR "IMPROVEMENT SURVEY PLAT" AND THIS EXHIBIT IS NOT INTENDED FOR PURPOSES OF TRANSFER OF TITLE OR SUBDIVISIONS OF LAND. RECORD INFORMATION SHOWN HEREON IS BASED ON INFORMATION PROVIDED BY CLIENT.

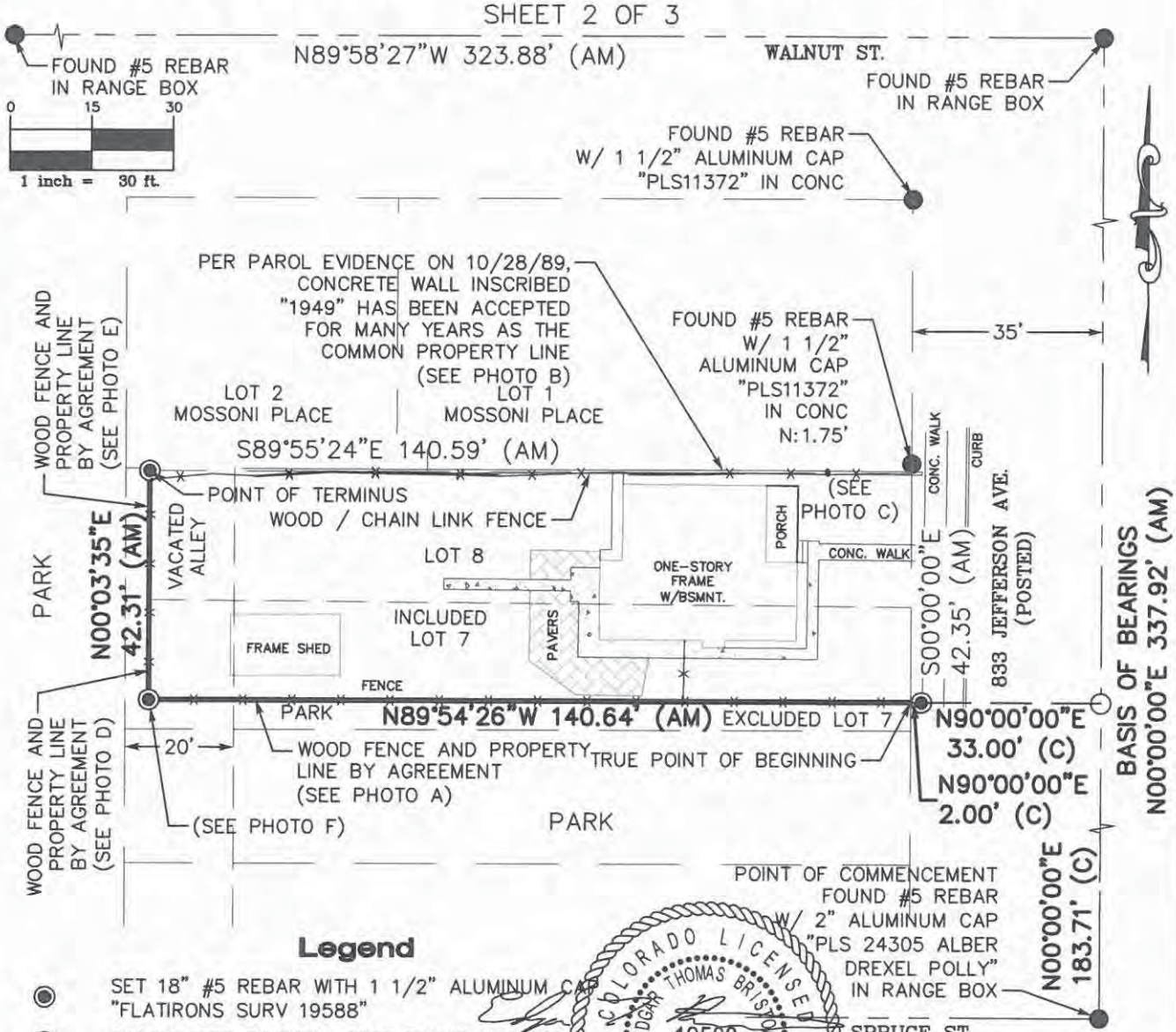
Flatirons, Inc.
Surveying, Engineering & Geomatics
3825 IRIS AVE, STE 395
BOULDER, CO 80301
PH: (303) 443-7001
FAX: (303) 443-9830
www.FlatironsInc.com

BY:EBRISTOW FILE:65961-DESC.DWG DATE:4/14/2016 2:03 PM

EXHIBIT "A"

LOCATED IN THE SOUTHEAST QUARTER OF SECTION 8, TOWNSHIP 1 SOUTH, RANGE 69 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF LOUISVILLE, COUNTY OF BOULDER, STATE OF COLORADO

SHEET 2 OF 3



Legend

- ◉ SET 18" #5 REBAR WITH 1 1/2" ALUMINUM CAP "FLATIRONS SURV 19588"
- ○ CALCULATED POSITION (NOT FOUND OR SET)
- (AM) AS MEASURED AT TIME OF SURVEY
- (C) CALCULATED FROM RECORD AND AS MEASURED INFORMATION

COLORADO LICENSED EDGAR THOMAS BRISTOW 19588 4/14/2016 PROFESSIONAL LAND SURVEYOR

JOB NUMBER: 15-65,961; DRAWN BY: T. COLVIN/E. BRISTOW; 3/1/16, 4/14/16

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BY:EBRISTOW FILE:65961-DESC.DWG DATE:4/14/2016 1:34 PM

EXHIBIT "A"

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SHEET 3 OF 3

COLORADO LICENSED
EDGAR THOMAS BRISTOW
19588
4/14/2016
PROFESSIONAL LAND SURVEYOR

PHOTO A

PHOTO D

PHOTO B

PHOTO E

PHOTO C

PHOTO F

JOB NUMBER: 15-65,961; DRAWN BY: T. COLVIN/E. BRISTOW;
DATE: 3/1/16; 4/14/16

THIS IS NOT A "LAND SURVEY PLAT" OR "IMPROVEMENT SURVEY PLAT" AND THIS EXHIBIT IS NOT INTENDED FOR PURPOSES OF TRANSFER OF TITLE OR SUBDIVISIONS OF LAND. RECORD INFORMATION SHOWN HEREON IS BASED ON INFORMATION PROVIDED BY CLIENT.

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Flatirons, Inc.

Surveying, Engineering, Geomatics & Geospatial

www.FlatironsInc.com

November 4, 2015

Sam Light, Esq.
City Attorney, City of Louisville
Light Kelly PC
101 University Blvd., Ste. 210
Denver, CO 80206
Via email: slight@lightkelly.com

RE: Follow up Concerning Proposed Property Line Agreement for 833 Jefferson Avenue, Louisville
FI Job Number 15-65,961

Dear Mr. Light:

Pursuant to our phone conversation on October 20, I am following up with additional information and an offer to negotiate with the City concerning a statutory property line agreement for 833 Jefferson Avenue in the City of Louisville.

As you are aware, the property at 833 Jefferson is the north half of Lot 7 and all of Lot 8, Block 10, Jefferson Place, and the adjacent vacated alley. As we had discussed on the 20th, there has been a fence along what the landowners believed to be their southern boundary for many decades. You requested information concerning the existence of the fence for at least 18 years prior to school acquisition of the southerly adjoining property in 1963. Aerial photo resolution diminishes as you go back in time. I have, however, included two aerial photos that the owners, Keith and Karin Keller, purchased. One is from 1959 and one from 1937. I have included both jpg images and Adobe pdf files. The jpg images give better resolution, and I added notations to the Adobe pdf files.

In the 1959 photo, you can clearly see the garage near the west end of the property, as well as a sharp demarcation of vegetation running to the street, some distance to the south of the house. That demarcation indicates to me the existence of a fence. The 1937 photo is not of good quality, but may provide evidence of what appears to be a demarcation of vegetation.

You had also requested additional information concerning the survey issues in this block, as well as a copy of the Flatirons field notes for 833 Jefferson from 1989[1]. The record distance along the centerline of Jefferson from Spruce to Walnut per the Jefferson Place subdivision plat is 341 feet.[2] Lee Stadele measured the distance of the same line to be 337.88 feet.[3] Phillip Engle held

[1] The field notes and ILC are included herewith.
[2] *See* recorded plat included herewith. Flatirons acquired this hard-copy in 1984 for a survey project. Note the various hand-written notations added through the years, particularly the "bad news" notations.
[3] *See* surveys deposited at LS-14-0103, LS-14-0098, and LS-98-0061, included herewith. Note the survey discussion notes on the face of those surveys.

3825 Iris Avenue, Ste 395
Boulder, CO 80301
Phone: (303) 443-7001
Fax: (303) 443-9830

655 Fourth Avenue
Longmont, CO 80501
Phone: (303) 776-1733
Fax: (303) 776-4355

3660 Downing Street, Unit E
Denver, CO 80205
Phone: (303) 936-6997
Fax: (303)443-9830

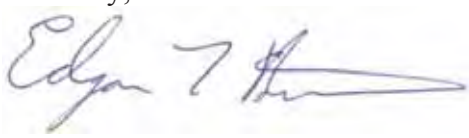
the distance at record and indicated the intersection monuments were both off by 1.57 feet.[4] My own measurements in 2005 agreed with the Stadele measurement between monuments, but I was not conducting a survey in Block 10. The plat of Mossoni Place by Robert Sayre in 1994 illustrates the discrepancies.[5]

Upon your review of the above information, the landowners would like to offer to forego any ownership right to the vacated alley outside their fence in exchange for a statutory property line agreement recognizing the existing fence as the property line. In 1973, the City vacated the alley within Block 10 by Ordinance No. 410, passed and adopted April 3, 1973, vesting title "in the owners of the abutting property, as is provided by law." The plat of Jefferson Place dedicated the entire width of the alley. Therefore, by Colorado law, the vacated alley, unless otherwise specifically stated, would return to the adjacent land within the plat. In this case, Lot 8 and the north half of Lot 7 would acquire the entire width of the alley.

As can be seen on the enclosed ILC of 822 Jefferson Avenue conducted by Flatirons in 2012, the landowners and their predecessors in interest have not fenced the entire vacated alley right of way. They have been permitting the City to use that unfenced portion. The landowners are now willing to forego their right to the unfenced portion of the vacated alley in exchange for a statutory property line agreement recognizing the existing fence as the property line. They are willing to consider other options if the City has an alternative recognizing or granting ownership to the property fenced.

Thank you for your consideration and response.

Sincerely,



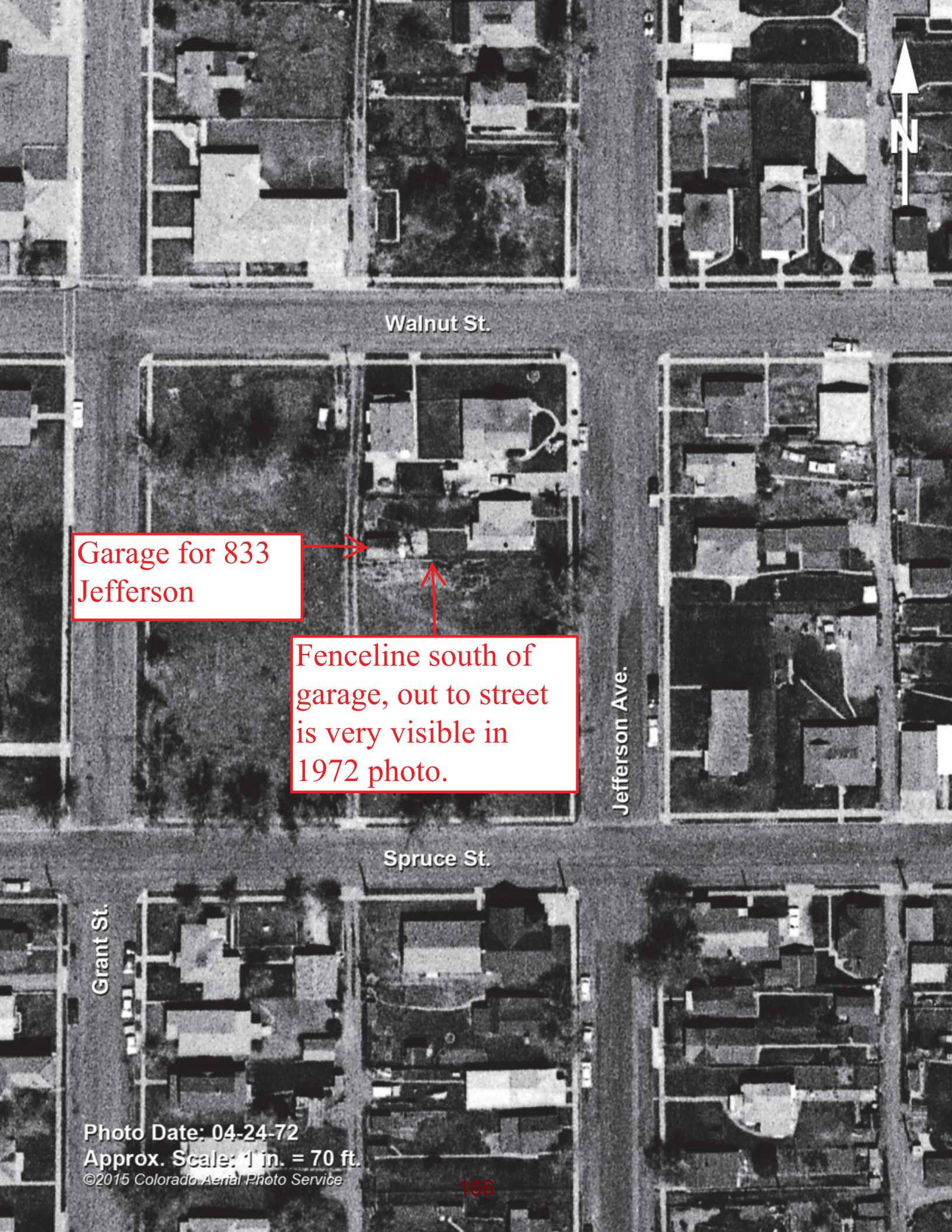
Edgar T. Bristow, JD, PLS
President and General Counsel

Cc: Malcolm Fleming, Louisville City Manager
Via email: MalcolmF@LouisvilleCO.gov
Keith and Karin Keller

[4] *See* survey deposited at LS-98-0135. Of particular note is the narrative on the face of the survey.
[5] Recorded 09/16/1994 in P-32, F-3, #15, and Rec. No. 01463615, attached herewith.

N
Walnut St.
Garage for 833 Jefferson
This object appears in 1959 photo
Jefferson Ave.
Spruce St.
Grant St.
While it is extremely difficult to discern, and the camera angle differs from the 1959 photo, this may be a demarcation of vegetation indicating a fence.
Photo Date: 07-22-37
Approx. Scale: 1 in. = 70 ft.
©2015 Google Colorado Aerial Photo Service

Walnut St.
Garage for 833 Jefferson
Jefferson Ave.
This object appears in 1937 photo
Spruce St.
Clear demarcation at same location as fence in 1972 photo
Grant St
N
Photo Date:08-24-59
Approx. Scale: 1 in. = 70 ft.
©2015 Colorado Aerial Photo Service


Walnut St.
Spruce St.
Jefferson Ave.
Grant St.
N
Garage for 833 Jefferson
Fenceline south of garage, out to street is very visible in 1972 photo.
Photo Date: 04-24-72
Approx. Scale: 1 in. = 70 ft.
©2015 Colorado Aerial Photo Service

LEGAL DESCRIPTION
(provided by CLIENT)

LOT 8 AND THE NORTH 1/2 OF LOT 7, BLOCK 10, JEFFERSON PLACE ADDITION TO THE TOWN OF LOUISVILLE, TOGETHER WITH ADJACENT VACATED ALLEY AS SHOWN IN CITY ORDINANCE 410 PASSED APRIL 3, 1973,
COUNTY OF BOULDER,
STATE OF COLORADO.

Flatirons, Inc.
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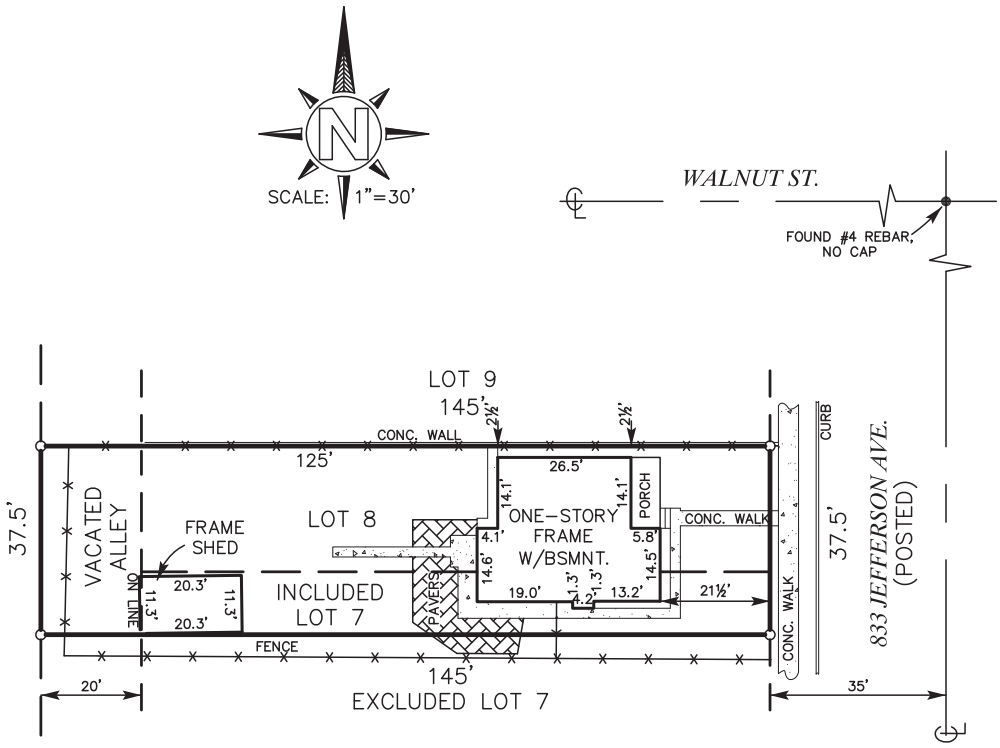


Notes:

1- THIS CERTIFICATE DOES NOT CONSTITUTE A TITLE SEARCH BY FLATIRONS, INC. TO DETERMINE OWNERSHIP, RIGHTS OF WAY, EASEMENTS OR ENCUMBRANCES NOT SHOWN BY THE PLAT THAT MAY AFFECT THIS TRACT OF LAND. THERE MAY BE EASEMENTS OR RIGHTS OF WAY OF THE PUBLIC RECORD THAT MAY AFFECT THIS TRACT OF LAND THAT ARE NOT SHOWN ON THIS CERTIFICATE.

2- JEFFERSON PLACE WAS PLATTED IN 1880. NO ORIGINAL MONUMENTS WERE FOUND AND THEREFORE IT IS NOT POSSIBLE TO DETERMINE THE DEEDED LOT LINES WITH CERTAINTY. AN IMPROVEMENT SURVEY PLAT IS RECOMMENDED TO DEPICT MORE PRECISELY THE LOCATION OF THE IMPROVEMENTS SHOWN HEREON. PAROLE EVIDENCE INDICATES THAT THE CONCRETE WALL ON THE NORTH IS THE PROPERTY LINE AND THE INSCRIPTION ON THE WALL SAYS "1949". THIS CERTIFICATE IS BASED UPON THE WALL LOCATION AND PLATTED RIGHTS OF WAY.

3- THE FENCES ARE NOT COINCIDENT WITH THE LOT LINES AS SHOWN HEREON.

4- THE ALLEY VACATION PROVIDED AS ORDINANCE 410 DOES NOT SPECIFICALLY DEFINE WHICH BLOCK IN JEFFERSON PLACE. AS THE VACATION ORDINANCE IS A PART OF THE LEGAL DESCRIPTION OF THE SUBJECT PROPERTY IT IS INFERRED TO MEAN ADJACENT TO BLOCK 10.

John B. Guyton, Colorado L.S. #16406

IMPROVEMENT LOCATION CERTIFICATE

I hereby certify that this improvement location certificate was prepared for KRUGHOFF PROPERTIES II, LLC., that it is not a Land Survey Plat or Improvement Survey Plat, and that it is not to be relied upon for the establishment of fence, building or other future improvement lines. I further certify that the improvements on the above described parcel on this date, August 14, 2012, except utility connections, are entirely within the boundaries of the parcel, except as shown, that there are no encroachments upon the described premises by improvements on any adjoining premises, except as indicated, and that there is no apparent evidence or sign of any easement crossing or burdening any part of said parcel, except as noted.

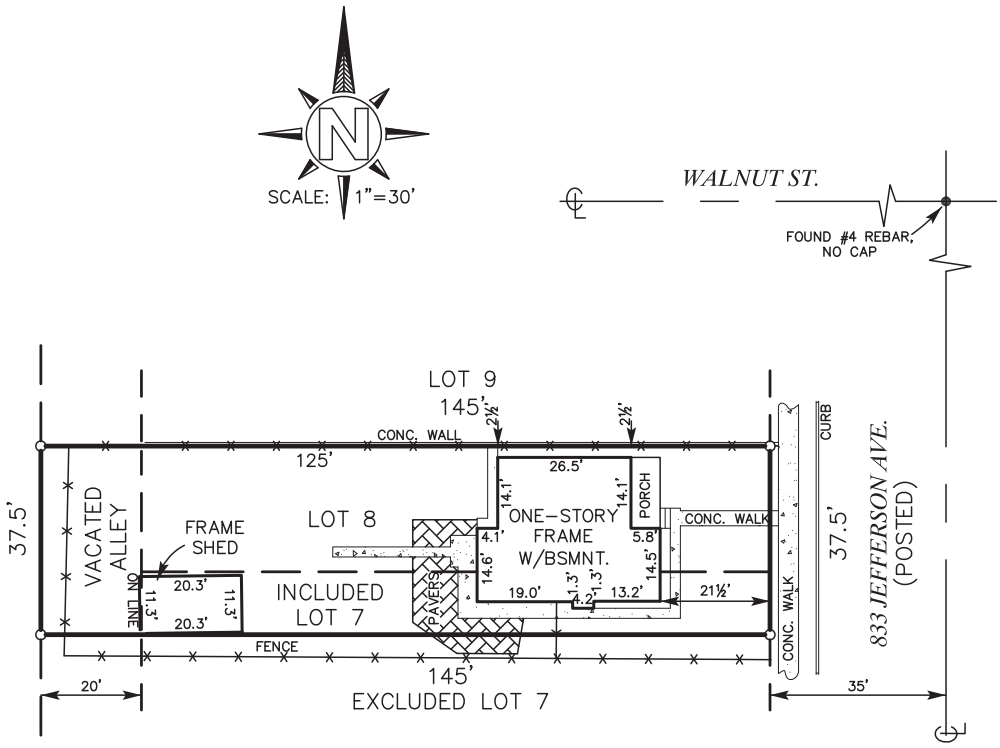
NOTICE: This Improvement Location Certificate is prepared for the sole purpose of use by the parties stated hereon. It is not a Land Survey Plat as defined by C.R.S 38-51-102(12) or an Improvement Survey Plat as defined by C.R.S 38-51-102(9). It does not establish property corners. A more precise relationship of the improvements to the boundary lines can be determined by a Land Survey or Improvement Survey. The improvements are generally situated as shown and only apparent (visible at the time of fieldwork) improvements and encroachments are noted. Flatirons, Inc. and John B. Guyton will not be liable for more than the cost of this Improvement Location Certificate, and then only to the parties specifically shown hereon. Acceptance and/or use of this Improvement Location Certificate for any purpose constitutes acknowledgment and agreement to all terms stated hereon.

Flatirons No. 12-60,374 Title Co. No. Borrower:

LEGAL DESCRIPTION
(provided by CLIENT)

LOT 8 AND THE NORTH 1/2 OF LOT 7, BLOCK 10, JEFFERSON PLACE ADDITION TO THE TOWN OF LOUISVILLE, TOGETHER WITH ADJACENT VACATED ALLEY AS SHOWN IN CITY ORDINANCE 410 PASSED APRIL 3, 1973,
COUNTY OF BOULDER,
STATE OF COLORADO.

Flatirons, Inc.
Surveying, Engineering & Geomatics
3825 IRIS AVENUE, Ste 395
BOULDER, CO 80301
PH: (303) 443-7001
FAX: (303) 443-9830
www.FlatironsInc.com



Notes:
1-THIS CERTIFICATE DOES NOT CONSTITUTE A TITLE SEARCH BY FLATIRONS, INC. TO DETERMINE OWNERSHIP, RIGHTS OF WAY, EASEMENTS OR ENCUMBRANCES NOT SHOWN BY THE PLAT THAT MAY AFFECT THIS TRACT OF LAND. THERE MAY BE EASEMENTS OR RIGHTS OF WAY OF THE PUBLIC RECORD THAT MAY AFFECT THIS TRACT OF LAND THAT ARE NOT SHOWN ON THIS CERTIFICATE.
2-JEFFERSON PLACE WAS PLATTED IN 1880. NO ORIGINAL MONUMENTS WERE FOUND AND THEREFORE IT IS NOT POSSIBLE TO DETERMINE THE DEEDED LOT LINES WITH CERTAINTY. AN IMPROVEMENT SURVEY PLAT IS RECOMMENDED TO DEPICT MORE PRECISELY THE LOCATION OF THE IMPROVEMENTS SHOWN HEREON. PAROLE EVIDENCE INDICATES THAT THE CONCRETE WALL ON THE NORTH IS THE PROPERTY LINE AND THE INSCRIPTION ON THE WALL SAYS "1949". THIS CERTIFICATE IS BASED UPON THE WALL LOCATION AND PLATTED RIGHTS OF WAY.
3-THE FENCES ARE NOT COINCIDENT WITH THE LOT LINES AS SHOWN HEREON.
4-THE ALLEY VACATION PROVIDED AS ORDINANCE 410 DOES NOT SPECIFICALLY DEFINE WHICH BLOCK IN JEFFERSON PLACE. AS THE VACATION ORDINANCE IS A PART OF THE LEGAL DESCRIPTION OF THE SUBJECT PROPERTY IT IS INFERRED TO MEAN ADJACENT TO BLOCK 10.

John B. Guyton, Colorado L.S. #16406

IMPROVEMENT LOCATION CERTIFICATE

I hereby certify that this improvement location certificate was prepared for KRUGHOFF PROPERTIES II, LLC., that it is not a Land Survey Plat or Improvement Survey Plat, and that it is not to be relied upon for the establishment of fence, building or other future improvement lines. I further certify that the improvements on the above described parcel on this date, August 14, 2012, except utility connections, are entirely within the boundaries of the parcel, except as shown, that there are no encroachments upon the described premises by improvements on any adjoining premises, except as indicated, and that there is no apparent evidence or sign of any easement crossing or burdening any part of said parcel, except as noted.

NOTICE: This Improvement Location Certificate is prepared for the sole purpose of use by the parties stated hereon. It is not a Land Survey Plat as defined by C.R.S 38-51-102(12) or an Improvement Survey Plat as defined by C.R.S 38-51-102(9). It does not establish property corners. A more precise relationship of the improvements to the boundary lines can be determined by a Land Survey or Improvement Survey. The improvements are generally situated as shown and only apparent (visible at the time of fieldwork) improvements and encroachments are noted. Flatirons, Inc. and John B. Guyton will not be liable for more than the cost of this Improvement Location Certificate, and then only to the parties specifically shown hereon. Acceptance and/or use of this Improvement Location Certificate for any purpose constitutes acknowledgment and agreement to all terms stated hereon.

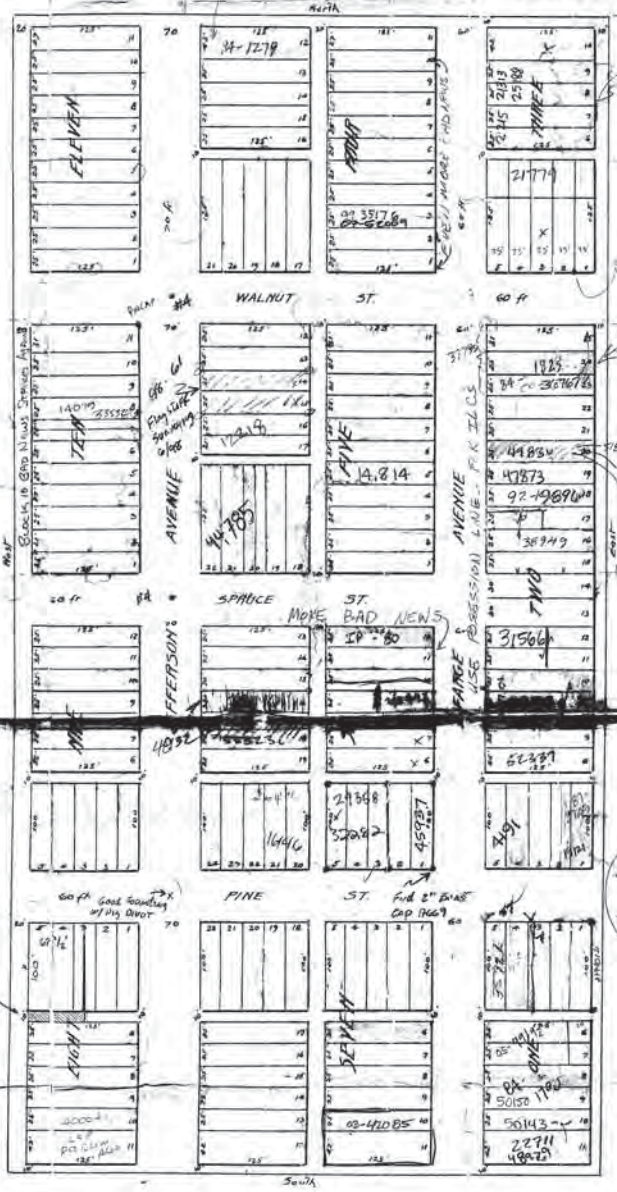
Flatirons No. 12-60,374 Title Co. No. Borrower:

NOTE: Pp. 7-8 of Plat Book 2 are blank

9

SEE 84-1279 before giving anyone a price or estimate for any survey or even J.L.C. in JEFFERSON PLACE.

LSP 94-0109



No 2314

PLAT OF THE TOWN OF

JEFFERSON PLACE

BOULDER COUNTY COLORADO

SCALE: 100 FT. TO 1 INCH

Sept. 23. 1880.

Louisville, Boulder Co., State of Colorado, October 12th 1880.

I, Charles C. Welch, do herein place on file and record in the records of Boulder County, Colorado, the map of a piece or parcel of land, lying in the North-west one-fourth of the South-east one-fourth of Section numbered eight (8) in township numbered one (1) South of range number sixty-nine (69) West 6th Meridian, state of Colorado

And I do also further more declare that the name of said piece or parcel of land as platted and marked and surveyed as aforesaid, and as shown fully in said plat, is Jefferson Place, and that I, Charles C Welch do herein place on record and dedicate to the use of the public the streets and alleys therein marked and laid out.

Witness my hand and seal this 12th day of October A.D. 1880

CHARLES C. WELCH [LS]

Louisville, Boulder County, State of Colorado.

DESCRIPTION

Pine Street, Spruce Street, Walnut Street and Lafarge Avenue are each Sixty feet wide.

The alley on the West boundary is 20 feet wide.

The alley on the east boundary is 10 feet wide.

All other alleys are 10 feet and 20 feet wide, as shown in plat.

Blocks are number 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11.

Lots are all 100 feet and 125 feet long. Their front or width on the streets are indicated in numbers.

Jefferson Avenue is seventy (70) feet wide.

Personally appeared before me, Edward L. Berthoud, a notary public in and for Jefferson County, Colorado, Charles C. Welch, to me well known to be the person who signed, sealed and executed the within instrument of writing as his act and deed for the uses and purposes therein set forth, and does hereby certify that he has divided said land and dedicated it for the uses and in the manner as duly set forth in the description and plat herein attached.

Witness my official seal this twelfth day of October 1880.

EDWARD L. BERTHOUD

EDWARD L. BERTHOUD NOTARY COLORADO JEFFERSON COUNTY

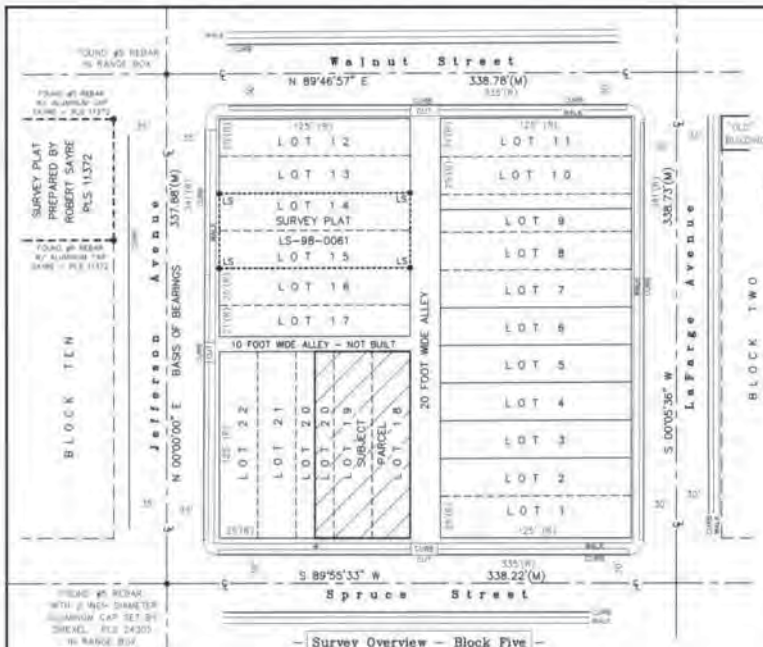
State of Colorado } County of Boulder } I hereby certify that this instrument was filed for record in my office this 27 day of Oct. A.D. 1880 at 11 o'clock m. and duly recorded in Book of Plats on page ....

W. H. LAWS, Recorder

SEE Mylar 152 SUB4 on file @ Land USE Boulder Co. Courthouse

Copied Aug. 1913 from Plat Book 2, page 9 compared with same and with original map and was verbatim, literally, attested. Notarial seal supplied from original, the from recorded copy, original missing here.

JEFFERSON PLACE



– Survey Overview – Block Five –

SCALE – 1 INCH = 40 FEET

Improvement Survey Plat

713 Spruce Street . Louisville
in Block 5 . JEFFERSON PLACE
located in the southeast 1/4 of Section 8
Township 1 South . Range 69 West of the 6th P.M.
Boulder County . Colorado

– Property Description –

(PROVIDED BY FIDELITY NATIONAL TITLE COMPANY)

LOTS 18 AND 19 AND THE EAST HALF OF LOT 20, BLOCK 5, JEFFERSON PLACE, COUNTY OF BOULDER, STATE OF COLORADO.

– Notes –

1) FIDELITY NATIONAL TITLE COMPANY FILE NUMBER 515-F0431039-170-RRO WAS ENTIRELY RELIED UPON FOR EASEMENTS OF RECORD.

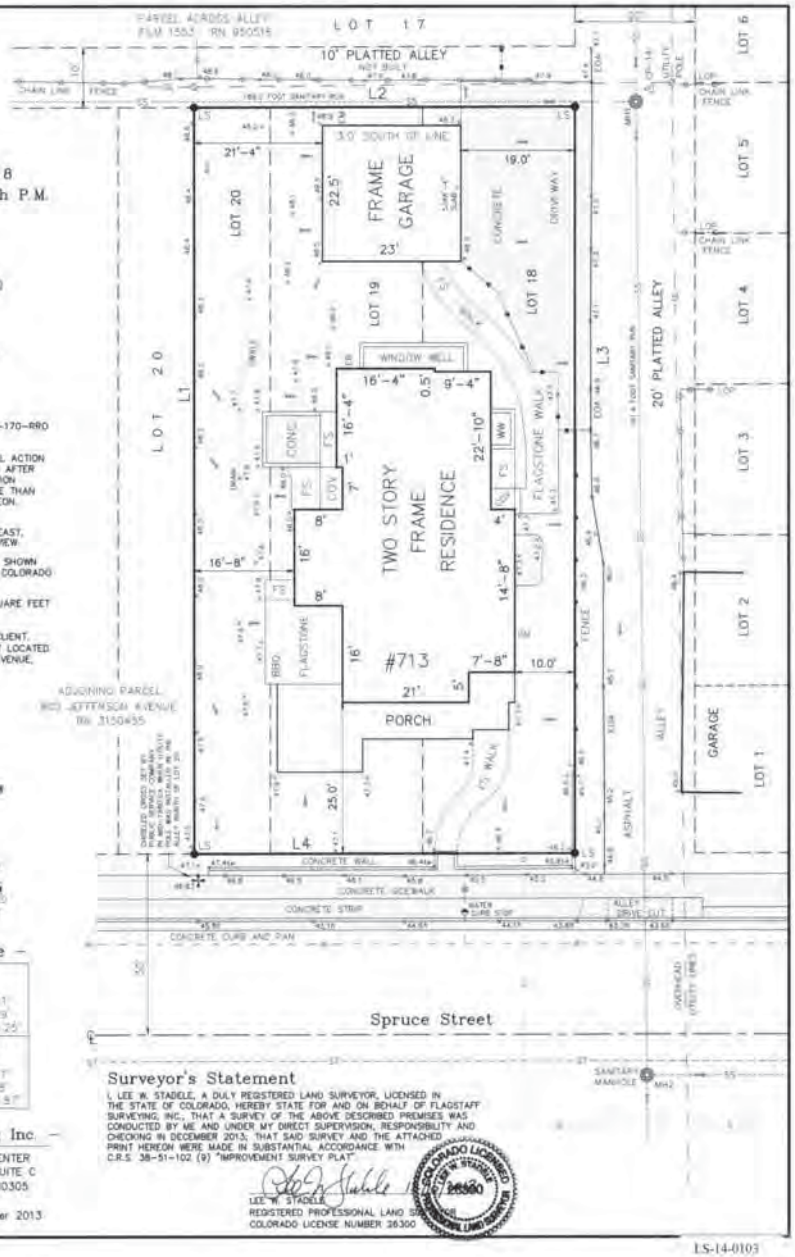
2) ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.

3) BASIS OF BEARINGS – BASED UPON THE PLAT. I ASSUMED THE CENTERLINE OF JEFFERSON AVENUE TO BEAR NORTH 00°00'00" EAST, BETWEEN SURVEY MONUMENTS AS SHOWN IN THE SURVEY OVERVIEW.

4) VISIBLE UTILITIES ARE SHOWN. UNDERGROUND UTILITY LINES ARE SHOWN BASED UPON MAPS PROVIDED BY PUBLIC SERVICE COMPANY OF COLORADO AND THE CITY OF LOUISVILLE.

5) THE SUBJECT PROPERTY CONTAINS A GROSS AREA OF 7838 SQUARE FEET OR 0.18 ACRES, MORE OR LESS.

6) SPOT SHOT ELEVATIONS ARE SHOWN AT THE REQUEST OF THE CLIENT. BENCHMARK – NORTHEAST BONNET BOLT OF THE FIRE HYDRANT LOCATED AT THE NORTHEAST CORNER OF PINE STREET AND JEFFERSON AVENUE. ELEVATION = 5348.36 FEET, CITY OF LOUISVILLE DATUM.



– Survey Discussion –

JEFFERSON PLACE, PLAT BOOK 2 PAGE 9, WAS ORIGINALLY RECORDED IN DECEMBER 1880. THE RECORDED PLAT DOES NOT STATE THAT AN ORIGINAL SURVEY WAS PERFORMED AND NO SURVEY MONUMENTS ARE CALLED FOR ON THE FACE OF THE PLAT.

BLOCK 5, JEFFERSON PLACE, AND THE SUBJECT PARCEL WERE RETRACED AND SURVEYED AS FOLLOWS:

1) SURVEY MONUMENTS WERE FOUND ALONG JEFFERSON AVENUE AT THE INTERSECTION OF JEFFERSON AVENUE WITH WALNUT STREET AND SPRUCE STREET AS SHOWN IN THE OVERVIEW.

2) THE CONCRETE SIDEWALKS WERE USED TO ESTABLISH THE OTHER BLOCK LINES.

3) OLD BUILDINGS IN THIS AREA WERE ALSO CHECKED TO CONFIRM THE SURVEY LINES AS SHOWN IN THIS BLOCK.

THE CHISELED CROSS FOUND NEAR THE SOUTHWEST CORNER OF THE SUBJECT PARCEL WAS SET IN THE MID-1980'S BY PUBLIC SERVICE COMPANY WHEN THE POWER POLE NEAR THE NORTHWEST CORNER OF THE SUBJECT PARCEL WAS INSTALLED.

THE ALLEY CUTS SHOWN IN THE OVERVIEW APPEAR TO HAVE BEEN BUILT AFTER SUBSTANTIAL BUILDING HAD TAKEN PLACE IN BLOCK 5 AND WERE NOT HELD AS INDICATIONS OF THE ORIGINAL ALLEY LOCATIONS.

– Legend –

#5 REBAR WITH 1 1/2" ALUMINUM CAP MARKED "STADELE / LS 26300" ● LS
CHISELED CROSS IN CONCRETE ✢
AS MEASURED BY THIS SURVEY (M)
PLATTED OR RECORD DIMENSION (R)
TELEPHONE CONNECTION TE
LINE OF POSSESSION LOP
EDGE OF ASPHALT EOA
OVERHEAD UTILITY LINES OL
UTILITY CONNECTION UC
RECEPTION NUMBER RN
DRAINAGE ARROW
ELECTRIC BOX EB

SPOT SHOT ELEVATION
SPOT SHOT ELEVATION AT TOP OF WALL
SPOT SHOT ELEVATION AT FLOW LINE CURB
ELECTRIC METER EM
FLAGSTONE FS
GAS METER GM
UNDERGROUND GAS LINE G
WATER LINE W
STORM LINE ST
SANITARY SEWER LINE SS

N

Scale 1" = 10'
0 5 10 20
U.S. SURVEY FEET

– Line Table –

L1	NORTH 00-01-25 EAST / 123.72 FEET (M) NORTH / 125 FEET (R)
L2	NORTH 89-51-42 EAST / 63.37 FEET (M) EAST / 62 1/2 FEET (R)
L3	SOUTH 00-02-49 WEST / 123.79 FEET (M) SOUTH / 125 FEET (R)
L4	SOUTH 89-55-33 WEST / 63.32 FEET (M) WEST / 125 FEET (R)

DEGREES-MINUTES- SECONDS / DECIMAL FEET

– Manhole Table –

MANHOLE NO. 1 – MH1	RIM = 5347.53 FEET INVERT IN (W) = 5336.41 INVERT IN (N) = 5336.29 INVERT OUT (S) = 5336.25
MANHOLE NO. 2 – MH2	RIM = 5344.2 FEET INVERT IN (NT) = 5331.97 INVERT IN (S) = 5331.68 INVERT OUT (E) = 5330.57

– Flagstaff Surveying Inc. –

TABLE MESA SHOPPING CENTER
637 SOUTH BROADWAY . SUITE C
BOULDER . COLORADO . 80305
303.499.9737
16783b-1.dwg . 10 December 2013

Surveyor's Statement

I, LEE W. STADELE, A DULY REGISTERED LAND SURVEYOR, LICENSED IN THE STATE OF COLORADO, HEREBY STATE FOR AND ON BEHALF OF FLAGSTAFF SURVEYING, INC., THAT A SURVEY OF THE ABOVE DESCRIBED PREMISES WAS CONDUCTED BY ME AND UNDER MY DIRECT SUPERVISION, RESPONSIBILITY AND CHECKING IN DECEMBER 2013, THAT SAID SURVEY AND THE ATTACHED PRINT HEREON WERE MADE IN SUBSTANTIAL ACCORDANCE WITH C.R.S. 38-51-102 (9) "IMPROVEMENT SURVEY PLAT".

LEE W. STADELE
REGISTERED PROFESSIONAL LAND SURVEYOR
COLORADO LICENSE NUMBER 26300

COLORADO LICENSED LEE W. STADELE 26300 PROFESSIONAL LAND SURVEYOR

LS-14-0103

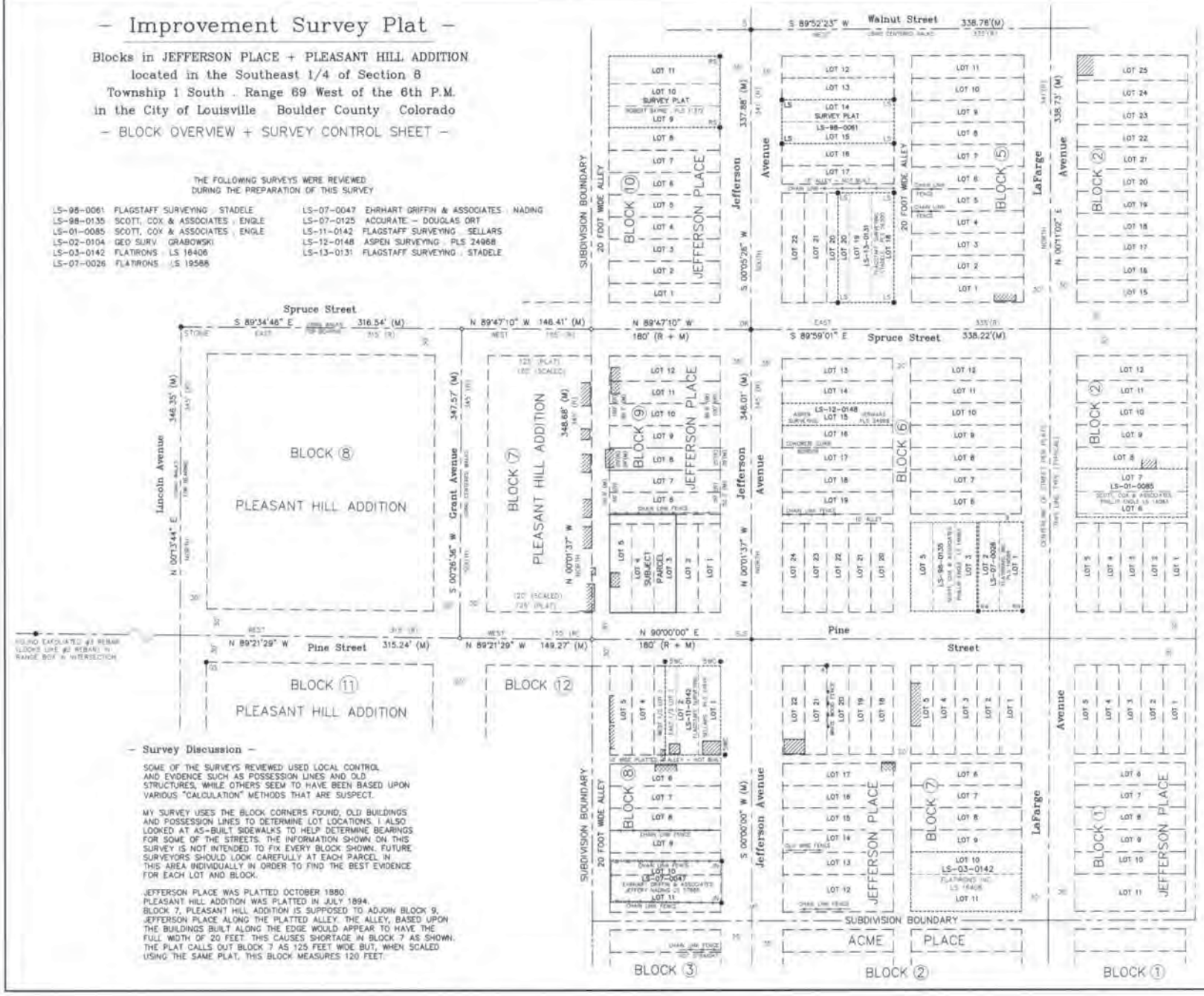
– Improvement Survey Plat –

Blocks in JEFFERSON PLACE + PLEASANT HILL ADDITION
located in the Southeast 1/4 of Section 8
Township 1 South . Range 69 West of the 6th P.M.
in the City of Louisville . Boulder County . Colorado

– BLOCK OVERVIEW + SURVEY CONTROL SHEET –

THE FOLLOWING SURVEYS WERE REVIEWED
DURING THE PREPARATION OF THIS SURVEY

LS-98-0061 FLAGSTAFF SURVEYING . STADELE
LS-98-0135 SCOTT, COX & ASSOCIATES . ENGLE
LS-01-0085 SCOTT, COX & ASSOCIATES . ENGLE
LS-02-0104 GEO SURV . GRABOWSKI
LS-03-0142 FLATIRONS . LS 16406
LS-07-0026 FLATIRONS . LS 19588
LS-07-0047 EHRHART GRIFFIN & ASSOCIATES . NADING
LS-07-0125 ACCURATE – DOUGLAS ORT
LS-11-0142 FLAGSTAFF SURVEYING . SELLARS
LS-12-0148 ASPEN SURVEYING . PLS 24968
LS-13-0131 FLAGSTAFF SURVEYING . STADELE



Scale : 1" = 50'
U.S. SURVEY FEET

– Flagstaff Surveying Inc. –

TABLE MESA SHOPPING CENTER
637 SOUTH BROADWAY . SUITE C
BOULDER . COLORADO . 80305
303.499.9737
16847ov.dwg . 26 March 2014
SHEET 2 OF 2

– Legend –

FOUND #5 REBAR WITH ALUMINUM CAP MARKED SELLARS . LS 27615 IN RANGE BOX

FOUND 1 1/2 INCH DIAMETER ALUMINUM CAP IN CONCRETE SIDEWALK SET AS 5' WITNESS CORNER BY PLS 27615

FOUND #5 REBAR WITH 2" ALUMINUM CAP IN RANGE BOX SET BY DREXEL, PLS 24305

FOUND #5 REBAR WITH 1 1/2 INCH DIAMETER ALUMINUM CAP BY BY STADELE . PLS 26300

FOUND 2 INCH DIAMETER BRASS CAP IN CONCRETE SIDEWALK SET BY ROBERT WISEMAN . LS 17669

FOUND #5 REBAR WITH YELLOW PLASTIC CAP SET BY JEFFREY NADING PLS 37885

FOUND PIN AND CAP SET BY GEO SURV E.J. GRABOWSKI COLORADO PLS 22097

FOUND #5 REBAR WITH ALUMINUM CAP SET BY ROBERT SAYRE COLORADO PLS 11372

FOUND #5 REBAR

FOUND #4 REBAR

RECORD OR PLATTED MEASUREMENT . . . (R)

AS MEASURED OR CALCULATED BY THIS SURVEY PLAT . . . (M)

STRUCTURE OR BUILDING SOME STRUCTURES HAVE BEEN REMOVED

WITNESS CORNER . . . WC

LAND SURVEY PLAT DEPOSITED AT LAND USE WITH INDEX NUMBER . . . LS-13-0201

SEE SHEET 1 OF 2 FOR NOTES AND SURVEYOR'S STATEMENT

PREPARED BY LEE STADELE
REGISTERED PROFESSIONAL LAND SURVEYOR
COLORADO LICENSE NUMBER 26300

– Survey Discussion –

SOME OF THE SURVEYS REVIEWED USED LOCAL CONTROL AND EVIDENCE SUCH AS POSSESSION LINES AND OLD STRUCTURES, WHILE OTHERS SEEM TO HAVE BEEN BASED UPON VARIOUS "CALCULATION" METHODS THAT ARE SUSPECT.

MY SURVEY USES THE BLOCK CORNERS FOUND, OLD BUILDINGS AND POSSESSION LINES TO DETERMINE LOT LOCATIONS. I ALSO LOOKED AT AS-BUILT SIDEWALKS TO HELP DETERMINE BEARINGS FOR SOME OF THE STREETS. THE INFORMATION SHOWN ON THIS SURVEY IS NOT INTENDED TO FIX EVERY BLOCK SHOWN. FUTURE SURVEYORS SHOULD LOOK CAREFULLY AT EACH PARCEL IN THIS AREA INDIVIDUALLY IN ORDER TO FIND THE BEST EVIDENCE FOR EACH LOT AND BLOCK.

JEFFERSON PLACE WAS PLATTED OCTOBER 1880.
PLEASANT HILL ADDITION WAS PLATTED IN JULY 1894.
BLOCK 7, PLEASANT HILL ADDITION IS SUPPOSED TO ADJOIN BLOCK 9, JEFFERSON PLACE ALONG THE PLATTED ALLEY. THE ALLEY, BASED UPON THE BUILDINGS BUILT ALONG THE EDGE WOULD APPEAR TO HAVE THE FULL WIDTH OF 20 FEET. THIS CAUSES SHORTAGE IN BLOCK 7 AS SHOWN. THE PLAT CALLS OUT BLOCK 7 AS 125 FEET WIDE BUT, WHEN SCALED USING THE SAME PLAT, THIS BLOCK MEASURES 120 FEET.

1/2

LS-14-0098

– Improvement Survey Plat –

Lots 3, 4 + 5 . Block 9 . JEFFERSON PLACE
located in the Southeast 1/4 of Section 8
Township 1 South . Range 69 West of the 6th P.M.
in Louisville . Boulder County . Colorado

SHEET 1 OF 2 – DETAIL SHEET

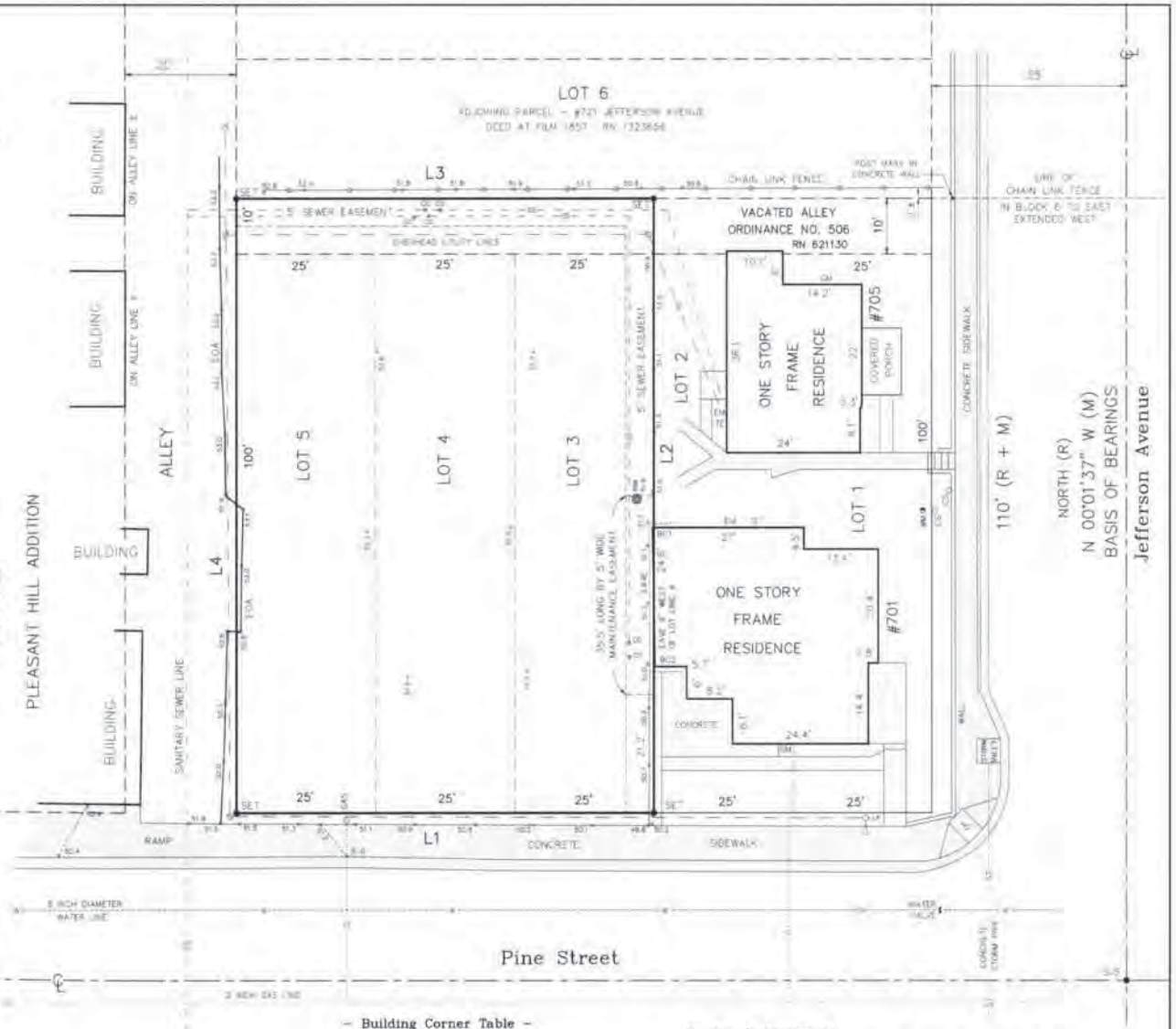
– Property Description –

(PROVIDED BY THE CLIENT)

LOTS 3, 4, AND 5, BLOCK 9,
JEFFERSON PLACE,
TOGETHER WITH THE VACATED ALLEY ADJOINING
SAID LOTS AS VACATED BY ORDINANCE NO. 506
RECORDED MAY 15, 1984, ON FILM 1302
AS RECEPTION NO. 621130,
COUNTY OF BOULDER, STATE OF COLORADO.

– Legend –

SET #5 REBAR WITH 1 1/2" ALUMINUM CAP MARKED "STADELE / LS 26300"
FOUND #5 REBAR WITH ALUMINUM CAP IN RANGE BOX SET BY SELLARS . PLS 27615
MEASURED OR CALCULATED . (M) BY THIS SURVEY
RECORD OR PLATTED . (R) MEASUREMENT
RECEPTION NUMBER BOULDER COUNTY RECORDS . RN
SPOT SHOT ELEVATION
HANDICAP RAMP
GAS METER . GM
ELECTRIC METER . EM
EDGE OF ASPHALT . EOA
CENTERLINE . ℄
TELEVISION CONNECTION . TV
TELEPHONE CONNECTION . TE
AIR CONDITIONER . AC
MANHOLE
COVERED . COV
WATER METER . WM
UTILITY POLE
OVERHEAD UTILITY LINES . OL
WATER CURB STOP . CS
CLEAN OUT . CO
WATER LINE
GAS LINE
SEWER LINE
STORM SEWER LINE



– Notes –

1) PLATTED EASEMENTS ARE SHOWN. EASEMENTS WRITTEN BY THIS OFFICE ARE ALSO SHOWN. A CURRENT TITLE COMMITMENT WOULD BE REQUIRED TO CHECK FOR OTHER EASEMENTS OF RECORD.

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) BASIS OF BEARINGS : PER PRIOR SURVEY PLATS IN AREA. I HELD THE BEARING, NORTH 00°01'37" WEST, ALONG THE CENTERLINE OF JEFFERSON AVENUE BETWEEN THE SURVEY MONUMENTS SHOWN HEREON.

4) THE SUBJECT PARCEL CONTAINS AN AREA OF 8250 SQUARE FEET.

5) SPOT SHOT ELEVATIONS ARE SHOWN AT THE REQUEST OF THE CLIENT. BENCHMARK – NORTHEAST BONNET BOLT OF FIRE HYDRANT LOCATED AT THE NORTHEAST CORNER OF PINE STREET AND JEFFERSON AVENUE. ELEVATION = 5348.36 FEET, CITY OF LOUISVILLE DATUM.

6) UNDERGROUND UTILITY LINES ARE SHOWN PER MAPS SUPPLIED BY THE CITY OF LOUISVILLE AND PUBLIC SERVICE COMPANY AS SUPPLEMENTED BY VISIBLE SURFACE EVIDENCE.

7) ALLEY VACATION ORDINANCE NO. 506 CONTAINS NO LANGUAGE THAT WOULD SUGGEST THE CITY OF LOUISVILLE RESERVED ANY EASEMENT RIGHTS WITHIN THE ALLEY.

– Flagstaff Surveying Inc. –

TABLE MESA SHOPPING CENTER
637 SOUTH BROADWAY . SUITE C
BOULDER . COLORADO . 80305
303.499.9737

16847b-1.dwg . 26 March 2014
SHEET 1 OF 2 – DETAIL SHEET

SEE SHEET 2 OF 2 – BLOCK OVERVIEW AND SURVEY CONTROL SHEET – FOR MORE SURVEY INFORMATION AND GRAPHICAL REPRESENTATION OF BASIS OF BEARINGS

– Building Corner Table –

BUILDING CORNER NO. 1 (BC1)	0.18 FEET WEST OF LOT LINE
BUILDING CORNER NO. 2 (BC2)	0.17 FEET EAST OF LOT LINE

– Line Table –

L1	NORTH 90-00-00 EAST / 75.0 FEET (M) "EAST" / 75 FEET (R)
L2	NORTH 00-01-37 WEST / 110.0 FEET (M) "NORTH" / 110 FEET (R)
L3	NORTH 90-00-00 WEST / 75.0 FEET (M) "WEST" / 75 FEET (R)
L4	SOUTH 00-01-37 EAST / 110.0 FEET (M) "SOUTH" / 110 FEET (R)

DEGREES – MINUTES – SECONDS / DECIMAL FEET

Surveyor's Statement

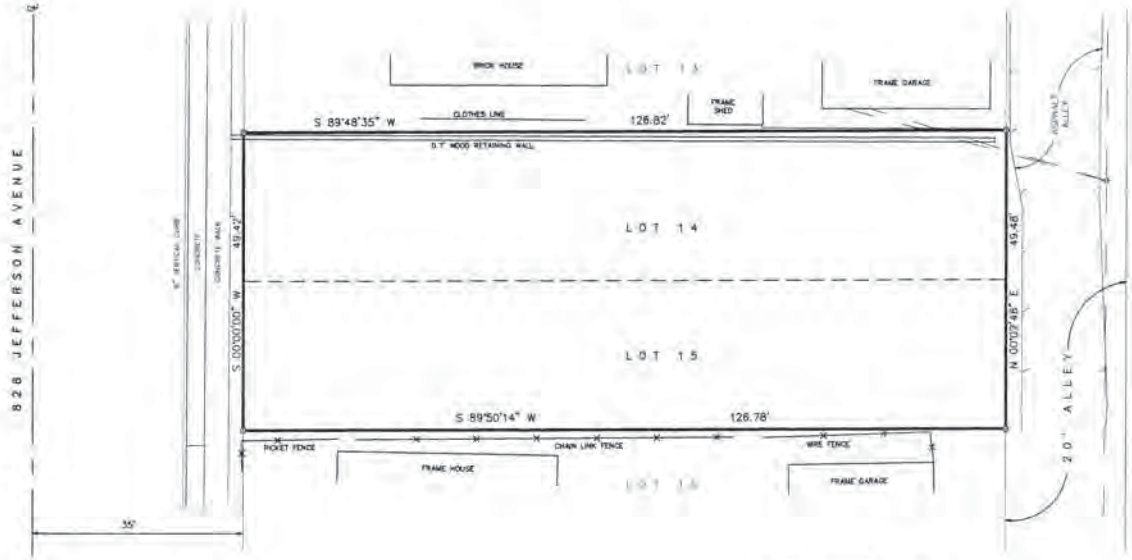
I, LEE STADELE, A DULY REGISTERED LAND SURVEYOR, LICENSED IN THE STATE OF COLORADO, HEREBY STATE FOR AND ON BEHALF OF FLAGSTAFF SURVEYING, INC., THAT A SURVEY OF THE ABOVE DESCRIBED PREMISES WAS CONDUCTED BY ME AND UNDER MY DIRECT SUPERVISION, RESPONSIBILITY AND CHECKING DURING MARCH 2014; THAT SAID SURVEY AND THE ATTACHED PRINT HEREON WERE MADE IN SUBSTANTIAL ACCORDANCE WITH C.R.S. 38-51-102 (9) "IMPROVEMENT SURVEY PLAT". I FURTHER STATE THAT THE SPOT SHOT ELEVATIONS SHOWN ARE ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

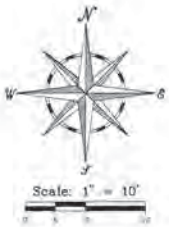
COLORADO LICENSED LEE W. STADELE 26300

26/2014

LEE STADELE
REGISTERED PROFESSIONAL LAND SURVEYOR
COLORADO LICENSE NUMBER 26300

2/2 LS-14-0098





Property Description

(PROVIDED BY HANK VIDAL)

LOT 14 AND LOT 15,
BLOCK 5,
JEFFERSON PLACE,
CITY OF LOUIVILLE,
COUNTY OF BOULDER, STATE OF COLORADO.

Notes:

1) THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY FLAGSTAFF SURVEYING, INC. OF THE PROPERTY SHOWN AND DESCRIBED HEREON TO DETERMINE RIGHTS-OF-WAY, EASEMENTS AND ENCUMBRANCES OF RECORD AFFECTING THIS TRACT OF LAND.

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) BASIS OF BEARINGS: ASSUMED NORTH 00°00' EAST, ALONG THE CENTER LINE OF JEFFERSON AVENUE BETWEEN THE MONUMENTS SHOWN AND DESCRIBED HEREON

4) ALL UNDERGROUND UTILITIES SHOULD BE FIELD LOCATED BY THE APPROPRIATE AGENCY PRIOR TO ANY CONSTRUCTION OR DIGGING ON OR ADJACENT TO THE SUBJECT PROPERTY.

5) THE SUBJECT PROPERTY CONTAINS A GROSS AREA OF 6,270 SQUARE FEET OR 0.144 ACRES, MORE OR LESS.

6) SURVEY CONTROL:
JEFFERSON PLACE WAS PLATTED IN 1880. THE PLAT DOES NOT INDICATE THAT A SURVEY WAS PERFORMED AT THE TIME OF PLATTING AND NO ORIGINAL MONUMENTS WERE CALLED FOR ON THE FACE OF THE ORIGINAL PLAT OR THE RECORDED COPY (1913). IN 1894 THE ADJACENT SUBDIVISION OF PLEASANT HILL ADDITION WAS PLATTED SHOWING THE RELATIONSHIP BETWEEN THE PLAT OF JEFFERSON PLACE AND THE CENTER SECTION LINE. THE DIMENSIONS WE MEASURED TO THE CENTER OF SECTION 8 AND TO THE EAST QUARTER CORNER SUBSTANTIALLY AGREE WITH THE PLAT OF PLEASANT HILL ADDITION.

MONUMENTS, AS DESCRIBED HEREON, WERE FOUND IN THE INTERSECTION OF JEFFERSON AVENUE AND WALNUT STREET AND JEFFERSON AVENUE AND SPRUCE STREET. THESE MONUMENTS AND THE OLD CURBS AND CONCRETE WALKS WERE USED TO ESTABLISH THE BLOCK LINES.

ACCORDING TO THE RESIDENTS OF 713 SPRUCE STREET THE CROSS SHOWN NEAR THE MIDDLE OF THE SOUTH LINE OF LOT 22 WAS SET BY PUBLIC SERVICE COMPANY APPROXIMATELY 10 YEARS AGO WHEN A POWER POLE WAS INSTALLED AT THE REAR OF THESE PROPERTIES.

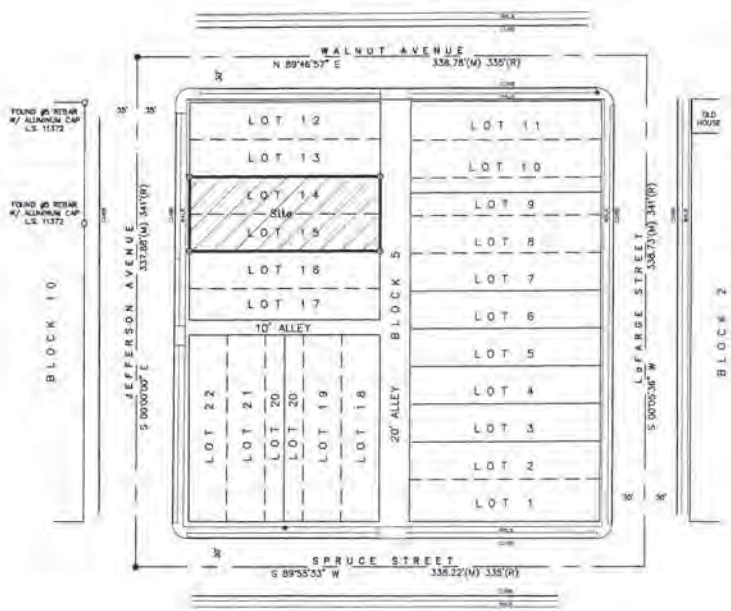
7) CONFLICTING BOUNDARY EVIDENCE:
THE CROSS SHOWN NEAR THE NORTHEAST CORNER OF BLOCK 5 IS IN A RECENT PIECE OF CONCRETE IN THE NEW HANDICAP RAMP. IT DOES NOT APPEAR TO AGREE WITH THE WALKS OR POSSESSION LINES IN BLOCK 5 AND NO RECORD WAS FOUND TO DOCUMENT ITS POSITION.

THE ALLEY FROM JEFFERSON AVENUE TO THE NORTH-SOUTH ALLEY IS NOT USED AS ALLEY ACCESS. A PUBLIC SANITARY SEWER LINE RUNS EAST-WEST THROUGH IT. A CURB CUT AND APRON OF A SLIGHTLY DIFFERENT CHARACTER FROM THE CURBS AND WALKS APPEAR TO HAVE BEEN BUILT SOMETIME AFTER THE CURBS AND WALKS AND WERE NOT HELD AS INDICATIONS OF THE ORIGINAL ALLEY LOCATION. THE CURB CUTS, FENCES AND FRAME GARAGES ALL APPEAR TO HAVE BEEN BUILT SOUTH OF THE PLATTED LOCATION, AS DETERMINED BY PRORATION.

THE CURB CUTS AND APRONS AT EITHER END OF THE NORTH-SOUTH ALLEY ARE ALSO OF A SLIGHTLY DIFFERENT CHARACTER FROM THE CURBS AND WALKS. SAID CURB CUTS AND APRONS APPEAR TO HAVE BEEN BUILT AND REBUILT SOMETIME AFTER THE CURBS AND WALKS AND WERE NOT HELD AS INDICATIONS OF THE ORIGINAL ALLEY LOCATION.

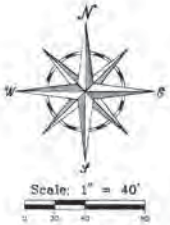
THE POSSESSION LINES IN THE EAST HALF OF THE BLOCK DID NOT AGREE WITH THE 1913 COPY OF THE PLAT. HOWEVER THE ORIGINAL COPY IN PLAT BOOK 2 AT PAGE 9 DOES NOT SHOW DIMENSIONS FOR THE WIDTHS OF THESE LOTS AND DRAFTING DISCREPANCIES ARE SUFFICIENTLY LARGE TO CREATE UNCERTAINTY AS TO THE SIZE OF LOTS 1 AND 11, BLOCK 5.

Survey Control Diagram



Legend:

- UTILITY POLE
- (M) MEASURED BY THIS SURVEY
- (R) RECORD – PLATTED MEASUREMENT
- OVERHEAD UTILITY LINES
- SET ø5 REBAR WITH ALUMINUM CAP STAMPED "STADELE / LS 26300"
- FOUND ø4 REBAR WITHOUT CAP
- FOUND ø5 REBAR WITH ALUMINUM CAP, LS 11372



Surveyor's Statement

I, LEE W. STADELE, A DULY REGISTERED LAND SURVEYOR, LICENSED IN THE STATE OF COLORADO, HEREBY STATE FOR AND ON BEHALF OF FLAGSTAFF SURVEYING, INC., THAT A SURVEY OF THE ABOVE DESCRIBED PREMISES WAS CONDUCTED BY ME AND UNDER MY DIRECT SUPERVISION, RESPONSIBILITY AND CHECKING IN MAY, 1998; THAT SAID SURVEY AND THE ATTACHED PRINT HEREON WERE MADE IN SUBSTANTIAL ACCORDANCE WITH C.R.S. 38-51-102 (12) "LAND SURVEY PLAT".

Lee W. Stadele 6/3/98

LEE W. STADELE — DATE
REGISTERED PROFESSIONAL LAND SURVEYOR
COLORADO LICENSE NUMBER 26300

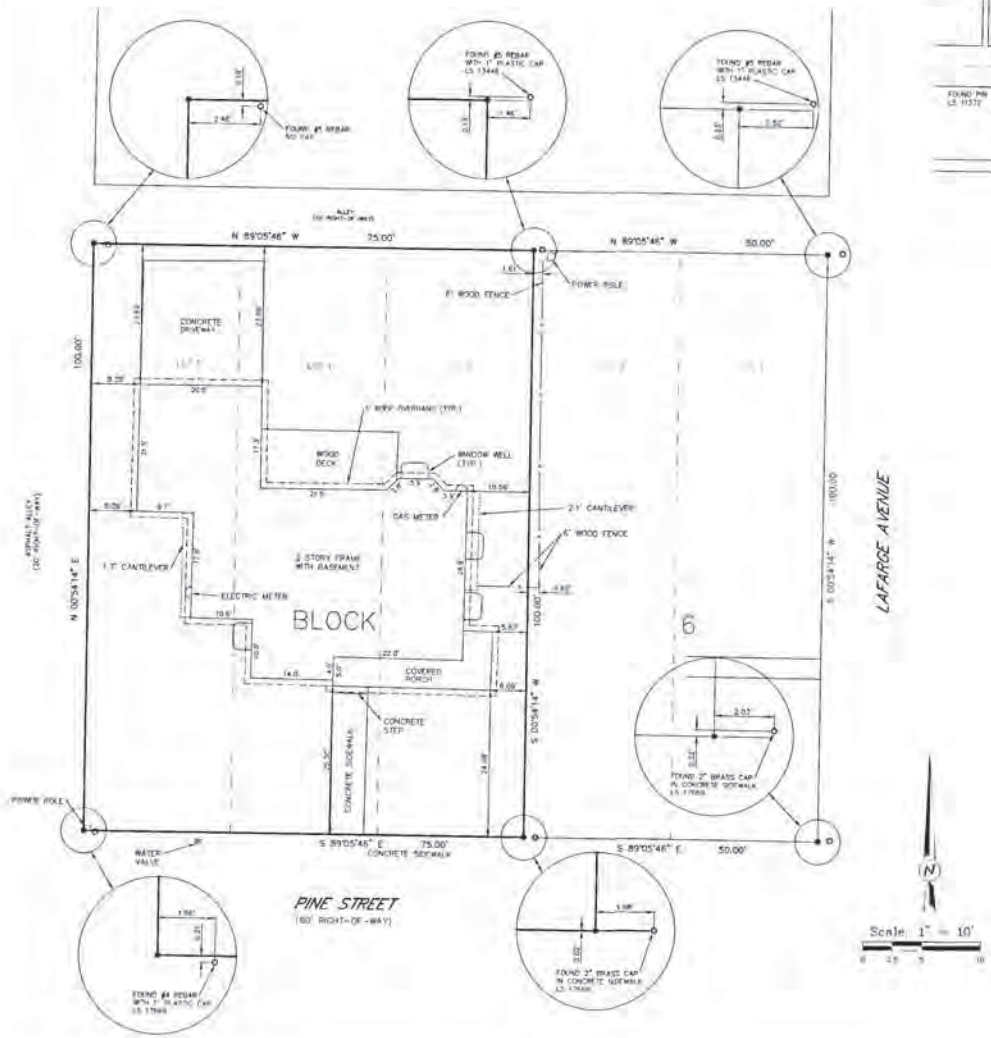
Land Survey Plat

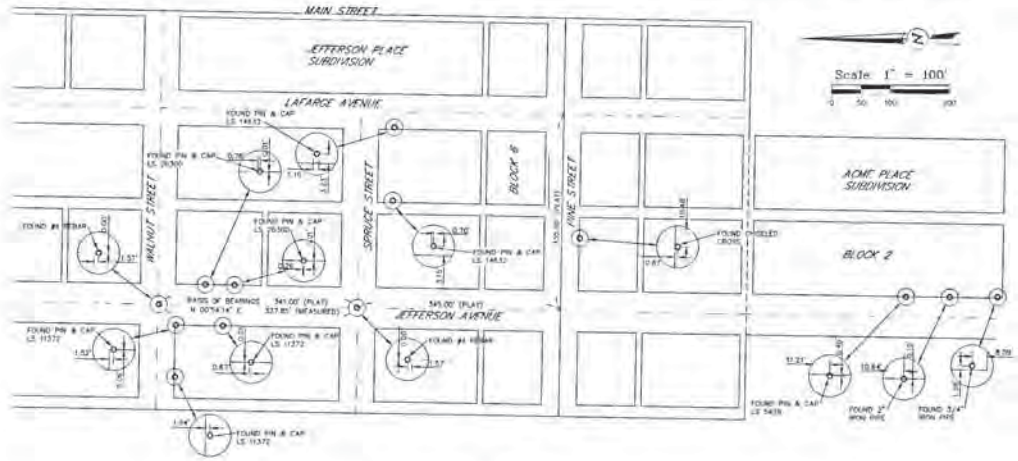
for Hank Vidal
of Lots 14 and 15, Block 5, JEFFERSON PLACE,
located in the Southeast 1/4 of Section 8,
Township 1 South, Range 69 West of the 6th P.M.,
in Louisville, Boulder County, Colorado

Flagstaff Surveying, Inc.
TABLE MESA SHOPPING CENTER
637 SOUTH BROADWAY, SUITE C
BOULDER, COLORADO 80303
(303) 499-9737

12,653A-1.DWG June 3, 1998

LS-98-0061





CONTROL DIAGRAM

LEGEND

- SET #5 REBAR WITH 2" ALUMINUM CAP STAMPED SCOTT, COX & ASSOC PLS 14083
- FOUND MONUMENT AS NOTED
- EXISTING WATER VALVE
- EXISTING POWER POLE
- EXISTING FENCE

NARRATIVE

THE PURPOSE OF THIS SURVEY IS TO ESTABLISH LOTS 3, 4, & 5, BLOCK 8, OF JEFFERSON PLACE SUBDIVISION AND TO SHOW THE IMPROVEMENT THEREON. THIS SURVEY WITHIN SAID BLOCK RECOVERED REBARS WITH AND WITHOUT CAPS AND BRASS CAPS THAT ALL ARE NEAR THE CORNERS OF SAID BLOCK AND THE CORNERS OF THIS SURVEY EXCEPT FOR THE DISTANCE BETWEEN THE TWO FOUND REBARS ALONG THE NORTH LINE OF LOTS 3, 4, & 5, WHICH IS APPROXIMATELY ONE FOOT SHORT OF THE RECORD DISTANCE. ALL OTHER DISTANCES SURROUNDING LOTS 3, 4, & 5 ARE WITHIN AN ACCEPTABLE TOLERANCE. HOWEVER, AFTER REVIEWING THE IMPROVEMENT SURVEY PLAT THAT WAS PREPARED BY RONALD ADAMS, LS 17846, APRIL 1994 AND REVIEWING HIS METHODOLOGY, THE BASIS OF HIS SURVEY AND THAT ONLY ONE OF THE FOUR PINS SET EXISTS AT THE TIME OF OUR SURVEY, I DETERMINED THAT I WOULD NOT BASE OUR SURVEY ON HIS IMPROVEMENT SURVEY PLAT. THE RELATIONSHIP BETWEEN THE FOUND PINS THAT WERE SET BY MR. ADAMS AND OUR SURVEY IS SHOWN HEREON.

I CONTACTED ROBERT WEIMAN, LS 17866, REGARDING HIS SURVEY CORNERS AS FOUND AND SHOWN HEREON. I PERSONALLY TALKED WITH MR. WEIMAN JULY 16, 1998, AND HE STATED THAT HE RE-ESTABLISHED TWO CORNERS THAT WERE SHOWN ON MR. ADAMS' SURVEY, WITH HIS PINS AND CAPS, AND THAT PLACEMENT OF HIS PINS WAS BASED UPON MR. ADAMS' SURVEY.

OUR SURVEY WAS EXPANDED AS SHOWN HEREON IN ORDER TO GAIN ADDITIONAL SURVEY EVIDENCE IN THE ESTABLISHMENT OF LOTS 1-5 WITHIN BLOCK 8.

THE BASIS OF OUR SURVEY IS THE TWO FOUND #4 REBARS NEAR THE INTERSECTION OF JEFFERSON AVENUE AND SPRUCE STREET AND JEFFERSON AVENUE AND WALNUT AND THE RELATIONSHIP TO THE FOUND MONUMENTS IN BLOCK 2 OF ACME PLACE SUBDIVISION AS SHOWN HEREON. THE RECORD PLAT-DISTANCE WAS USED FROM JEFFERSON AVENUE TO ESTABLISH LOTS 1-5 WITHIN BLOCK 8.

THE FOUR (4) CORNERS OF THE PERIMETER OF LOTS 3, 4, & 5 ARE SET MONUMENTS AS SHOWN AND NOTED HEREON. IN ADDITION TO THE ABOVE MONUMENTS, TWO ADDITIONAL MONUMENTS HAVE BEEN SET ONE AT THE NE CORNER OF LOT 1 AND ONE AT THE SE CORNER OF LOT 1.

THE ESTABLISHMENT OF LOTS 1-5, BLOCK 8 OF SAID JEFFERSON PLACE SUBDIVISION AS SHOWN HEREON, IS BASED UPON THE FOUND MONUMENTS AS SHOWN AND RECORD PLAT DISTANCES. A SEARCH FOR ADDITIONAL MONUMENTS WITHIN THE JEFFERSON PLACE SUBDIVISION MAY REVEAL ADDITIONAL EVIDENCE THAT MAY NEED TO BE CONSIDERED AND MAY REQUIRE AN ADJUSTMENT IN THE ESTABLISHED BOUNDARY OF LOTS 1-5, BLOCK 8.

NOTES

1. BASIS OF BEARINGS: THE BEARING OF THE CENTERLINE OF JEFFERSON AVENUE BETWEEN THE FOUND MONUMENTS SHOWN HEREON, BEARS N 00°54'14" E.
2. NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVERED SUCH DEFECT. IN NO EVENT, MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON. C.R.S. 13-80-105(3)(a)
3. THIS DRAWING IS BASED ON A FIELD SURVEY PERFORMED BY SCOTT, COX, & ASSOCIATES INC. ON JULY 24, 1998.

LEGAL DESCRIPTION

LOTS 3, 4, & 5, BLOCK 8
JEFFERSON PLACE SUBDIVISION
COUNTY OF BOULDER, STATE OF COLORADO

SURVEYOR'S CERTIFICATE:

I, PHILLIP R. ENGLE, A DULY REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THIS IMPROVEMENT SURVEY PLAT WAS PREPARED UNDER MY SUPERVISION AND IS BASED ON A SURVEY MADE JULY 24, 1998 AND THAT THIS SURVEY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

Phillip R. Engle
14083
10/20/98

PHILLIP R. ENGLE, P.L.S. 14083
FOR AND ON BEHALF OF
SCOTT, COX & ASSOCIATES, INC.

IMPROVEMENT SURVEY PLAT
LOTS 3, 4, AND 5
JEFFERSON PLACE SUBDIVISION
PART OF THE NW 1/4, SE 1/4
SECTION 8, T1S, R69W, OF THE
6TH P.M. CITY OF LOUISVILLE,
COUNTY OF BOULDER,
STATE OF COLORADO

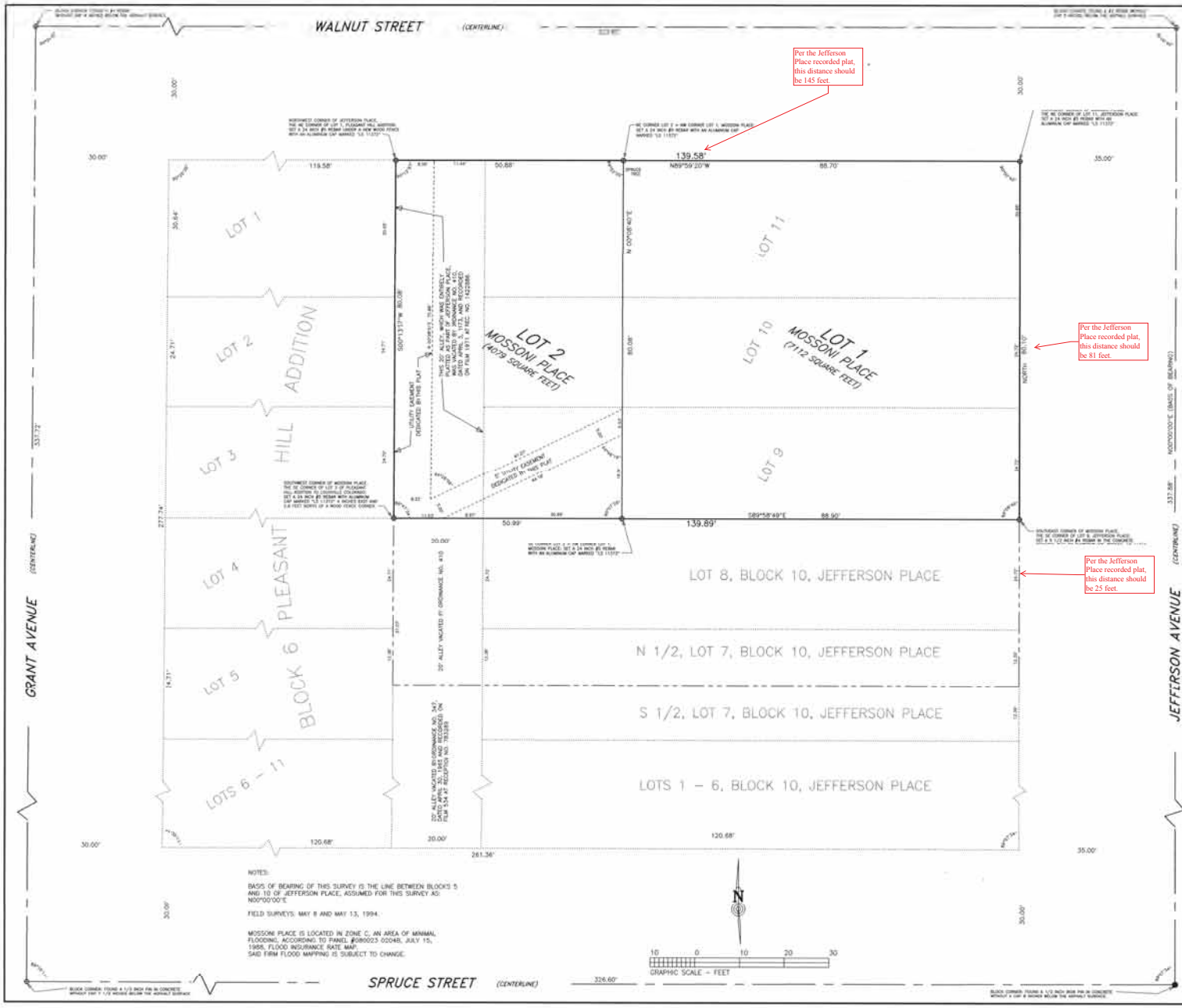
SCOTT, COX & ASSOCIATES, INC.
consulting engineers • surveyors
1550 55th Street • Boulder, Colorado 80303
(303) 444 - 8067

Designed by	PRE	Date	Scale	Survey	Sheet 1	Drawing no.
Drawn by	JAS	8/11/98	1"=10'	Page	of 1	971718-1
Checked by	WHM	Revision		Description	Date	Project no.
		1	CHANGED DITCH LOCATIONS		8/19/98	971718
		2	REVISED NARRATIVE		8/19/98	

LS-98-0135

MOSSONI PLACE

A SUBDIVISION OF LOTS 9, 10 & 11, AND THE 20' ALLEY ADJACENT TO THE WEST, OF BLOCK 10 OF JEFFERSON PLACE, AN ADDITION TO THE CITY OF LOUISVILLE, COLORADO, LOCATED IN THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 8, TOWNSHIP 1 SOUTH, RANGE 69 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF BOULDER, STATE OF COLORADO.



NOTES:

BASIS OF BEARING OF THIS SURVEY IS THE LINE BETWEEN BLOCKS 5 AND 10 OF JEFFERSON PLACE, ASSUMED FOR THIS SURVEY AS: N00°00'00"E

FIELD SURVEYS: MAY 8 AND MAY 13, 1994.

MOSSONI PLACE IS LOCATED IN ZONE C, AN AREA OF MINIMAL FLOODING, ACCORDING TO PANEL #080023 0204B, JULY 15, 1986, FLOOD INSURANCE RATE MAP. SAID FIRM FLOOD MAPPING IS SUBJECT TO CHANGE.

DEDICATION

KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED BEING THE OWNER OF A TRACT OF LAND IN 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:

LEGAL DESCRIPTION

BEGINNING AT THE NORTHEAST CORNER OF LOT 11 OF BLOCK 10 OF JEFFERSON PLACE, AS THE SAME IS RECORDED IN PLAT BOOK 2 AT PAGE 9 OF THE RECORDS OF BOULDER COUNTY, COLORADO; THENCE N89°59'20"W, ALONG THE NORTH LINE OF SAID LOT 11 AND ALONG THE WESTERLY EXTENSION OF SAID NORTH LINE OF LOT 11, 139.58 FEET TO THE NORTHEAST CORNER OF LOT 1 OF BLOCK 6 OF PLEASANT HILL ADDITION TO LOUISVILLE, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 2 AT PAGE 111; THENCE S00°13'37"W, ALONG THE EAST LINES OF LOTS 1, 2 AND 3 OF BLOCK 6 OF SAID PLEASANT HILL ADDITION, 80.08 FEET TO THE SOUTHEAST CORNER OF LOT 3 OF BLOCK 6 OF SAID PLEASANT HILL ADDITION; THENCE S89°58'49"E, ALONG THE WESTERLY EXTENSION OF THE SOUTH LINE OF LOT 9 OF BLOCK 10 OF SAID JEFFERSON PLACE AND ALONG THE SOUTH LINE OF SAID LOT 9 OF BLOCK 10 OF JEFFERSON PLACE, 139.89 FEET TO THE SOUTHEAST CORNER OF SAID LOT 9 OF BLOCK 10 OF JEFFERSON PLACE; THENCE NORTH, ALONG THE EAST LINES OF LOTS 9, 10 AND 11 OF BLOCK 10 OF SAID JEFFERSON PLACE, 80.10 FEET TO THE POINT OF BEGINNING.
CONTAINING 11191 SQUARE FEET (0.26 ACRES)

OWNERSHIP

HAS LAID OUT, PLATTED AND SUBDIVIDED THE SAME INTO LOTS UNDER THE NAME OF MOSSONI PLACE AND ALSO DEDICATE EASEMENTS AS SHOWN ON SAID PLAT OF MOSSONI PLACE AS LAID OUT AND DESIGNATED ON THIS PLAT.

WITNESS OUR HANDS AND SEALS THIS 26th DAY OF August 1994.

OWNER: Norman J. Mossoni

NOTARY PUBLIC: Victoria Ann J. Berg MY COMMISSION EXPIRES April 11 1998

NOTARY PUBLIC

PLANNING COMMISSION CERTIFICATE

APPROVED THIS 8th DAY OF August 1994, BY THE PLANNING COMMISSION OF THE CITY OF LOUISVILLE, COLORADO. RESOLUTION NO. 42 SERIES 1994

CHAIRMAN SECRETARY

CITY COUNCIL CERTIFICATE

APPROVED THIS 16th DAY OF August 1994 BY THE CITY COUNCIL OF THE CITY OF LOUISVILLE, COLORADO. RESOLUTION NO. 45 SERIES 1994

MAYOR CITY CLERK

CLERK AND RECORDER CERTIFICATE

COUNTY OF BOULDER)
STATE OF COLORADO)

I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED IN MY OFFICE AT 2:15 O'CLOCK P M., THIS 16th DAY OF September 1994, AND IS RECORDED IN PLAN FILE P-32 F-3 #15 FEE $10.00 FEES $15.00 FILM NO. 2008 RECEPTION NO. 1863615

Charlotte Houston RECORDER Kathleen Connell DEPUTY

SURVEYOR'S STATEMENT

I, ROBERT M. SAYRE, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, HEREBY STATE THAT A SURVEY OF MOSSONI PLACE WAS PERFORMED UNDER MY DIRECT SUPERVISION, RESPONSIBILITY AND CHECKING IN ACCORDANCE WITH CHAPTER 51, ARTICLE 2, OF COLORADO REVISED STATUTES, 1963, AS AMENDED IN 1967, AND THE ACCOMPANYING PLAT ACCURATELY DEPICTS THAT SURVEY TO THE BEST OF MY KNOWLEDGE.

DATE: AUGUST 22, 1994.

ROBERT M. SAYRE
RLS NUMBER 11372

COLORADO REGISTERED ROBERT M. SAYRE 11372 PROFESSIONAL LAND SURVEYOR

P-32 F-3 #15

Flatirons, Inc.
Surveying, Engineering, Geomatics & Geospatial
www.FlatironsInc.com

July 22, 2015

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

RE: Proposed Property Line Agreement for 833 Jefferson Avenue, Louisville
FI Job Number 15-65,961

Dear Mr. Fleming:

This letter is prepared at the request of the homeowners of the north half of Lot 7 and all of Lot 8, Block 10, Jefferson Place and the adjacent vacated alley, also known as 833 Jefferson Avenue. Those homeowners, Keith and Karin Keller, have asked me to analyze the status of the fenced property at their home, notify the City of my opinions, and assist in resolution of any boundary conflicts.

My company, Flatirons, Inc., has been conducting property surveys within the Louisville City limits since 1983, and specifically within block 10 of Jefferson Place since 1989. Our extensive experience within Louisville has given us detailed knowledge of numerous boundary and lot line discrepancies and conflicts in the old town area. Block 10 of Jefferson Place is one of those blocks with boundary and lot line discrepancies. Through the years, numerous land surveyors have differed on their opinion of the configuration and measurements for not only Block 10, but all surrounding blocks as well.

A discussion of the issue in this instance necessitates a description of a sequence of events.

1. **1880:** The Jefferson Place plat was recorded in the Boulder County Clerk and Recorder's office on December 27, 1880 in Plat Book 2, Page 9.
2. **1895:** The current house at 833 Jefferson Avenue was constructed in 1895.[1]
3. **1935-1989**: The house at 833 Jefferson was owned by various members of the Merciez family.[2]
4. **1949:** While it is likely that property lines were memorialized with improvements (fences and walls) at the time the house was built, we have hard evidence of a wall along the north property line in 1949 as evidenced by an inscription in the existing concrete wall "1949".[3]
5. **1972:** While it is likely that property lines were memorialized with improvements (fences and walls) at the time the house was built, there is direct visual evidence of a fence along the south and west property lines in April 1972.[4]

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[1] The Boulder County Assessor estimate is 1905, *but see* the highlighted portion on page 3 of the Colorado Cultural Resource Survey attached hereto as **Exhibit A**.
[2] *See* highlighted portion on page 4 of Exhibit A.
[3] A copy of the Flatirons field notes from 1989 are attached hereto as **Exhibit B.** The notes indicate that the landowner informed the field crew that the wall had been used as the property line since 1949. The notes also indicate issues with the block. (*See* yellow highlighted notations.)
[4] *See* 04-24-72 aerial photo attached hereto as **Exhibit C**. An enlarged view of the subject property is attached as **Exhibit C.1.**

3825 Iris Avenue, Ste 395
Boulder, CO 80301
Phone: (303) 443-7001
Fax: (303) 443-9830

655 Fourth Avenue
Longmont, CO 80501
Phone: (303) 776-1733
Fax: (303) 776-6855

3660 Downing Street, Unit E
Denver, CO 80205
Phone: (303) 936-6997
Fax: (303)443-9830

6. **1973:** City vacated the alley within Block 10 by Ordinance No. 410, passed and adopted April 3, 1973.[5]
7. **1973:** City of Louisville obtains most of the property making up the park by warranty deed recorded April 30, 1973 at Rec. No. 064165.
8. **1973:** City of Louisville obtains another small parcel of the property making up the park by warranty deed recorded June 27, 1973 at Rec. No. 071286.
9. **Late 1973 or early 1974:** City of Louisville fences the park, replacing the fence along the south and west sides of 833 Jefferson Avenue.[6]

Based on the above sequence of events, I believe the area within the south fence of 833 Jefferson Avenue was obtained by the predecessors in interest of the current owners by adverse possession and/or acquiescence prior to acquisition of the park property by the City. The City acquiesced in this ownership by its action of replacing the fence along the southerly property line in nearly the same location as the previous fence. Since the north-south dimension of the fenced and enclosed area exceeds the record dimension, however, a cloud has been placed on the title of the current owners. A similar situation occurs on the west side, since the fenced area does not include the entire width of the alley. In order to reconcile this particular discrepancy within Block 10, the current owners are requesting a property line agreement with the City, pursuant to C.R.S. § 38-44-112. I would be happy to prepare the documents for City review and approval. If you need additional detail on the discrepancies within this block, please refer to land survey plats deposited with Boulder County Land Use, or forward a request to me and I will provide those documents.

The owners are willing to forgo their claim to the additional alley area in exchange for the City's acknowledgement that The Kellers are the owners of all the area within their fenced bounds.

Thank you in advance for your prompt consideration and response.

Sincerely,

Edgar T. Bristow, JD, PLS
President and General Counsel

Cc: Samuel J. Light
Light, Kelly & Dawes, P.C.
1512 Larimer Street, Suite 300
Denver, CO 80202

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[5] The plat of Jefferson Place dedicated the entire width of the alley. Therefore, by Colorado law, the vacated alley, unless otherwise specifically stated, would return to the adjacent land within the plat. In this case, Lot 8 and the north half of Lot 7 would acquire the entire width of the alley.

[6] *See* 04-27-74 aerial photo attached hereto as **Exhibit C**, and enlarged view of 833 Jefferson as **Exhibit C.1**. It appears that the fence location was moved on the west side of 833 Jefferson in order to accommodate the vacated alley property. As can be observed in a comparison of Exhibits B and C, the fence along the south side of 833 Jefferson, if not in the same location as the previous fence, was only moved slightly.

Exhibit A

Resource Number: 5BL 11305
Temporary Resource Number: 157508413002

OAHP1403
Rev. 9/98

COLORADO CULTURAL RESOURCE SURVEY

Architectural Inventory Form

Official eligibility determination
(OAHP use only)
Date _____ Initials _____
____ Determined Eligible- NR
____ Determined Not Eligible- NR
____ Determined Eligible- SR
____ Determined Not Eligible- SR
____ Need Data
____ Contributes to eligible NR District
____ Noncontributing to eligible NR District

I. IDENTIFICATION

1. Resource number: 5BL 11305
2. Temporary resource number: 157508413002
3. County: Boulder
4. City: Louisville
5. Historic building name: Mariott/Hamilton/Souply/LaSalle House
6. Current building name: Sholders House
7. Building address: 833 Jefferson Avenue, Louisville, CO 80027. Alternate addresses: 318, 335, and 835 Jefferson. Louisville addresses were changed in the 1930s.
8. Owner name and address: Melissa Sholders, 300 Spruce St. Louisville, CO 80027-1942.

II. GEOGRAPHIC INFORMATION

9. P.M. 6 Township 1S Range 69W
   SW ¼ of NE ¼ of NW ¼ of SE ¼ of section 8
10. UTM reference NAD 83
    Zone 1 3 ; 488485 mE 4425360 mN
11. USGS quad name: Louisville, Colorado
    Year: 1965 revised 1994 Map scale: 7.5' X 15'____ Attach photo copy of appropriate map section.
12. Lot(s): 7, 8 Block: 10
    Addition: Jefferson Place Year of Addition: 1880
13. Boundary Description and Justification: The surveyed area is bounded by Jefferson Avenue on the east, an alley on the west, and property lines on the north and south.

III. Architectural Description

14. Building plan (footprint, shape): L-shaped plan
15. Dimensions in feet: Length 36 x Width 28
16. Number of stories: One
17. Primary external wall material(s): Plywood/particle board
18. Roof configuration: Cross gable
19. Primary external roof material: Asphalt composition roof

20. Special features: Porch, chimney, fence

21. General architectural description: 833 Jefferson is a one-story, wood framed house, L-shaped in plan, with its primary façade facing east to Jefferson Avenue. The foundation is concrete. The exterior is clad with horizontal composition siding painted yellow. The roof is a cross gable covered with red-brown asphalt shingles. Eaves are boxed. There is a parged brick chimney exposed on the center of the south wall. The front entrance faces north to a recessed porch at the north half of the front façade. The porch roof is supported on two turned wood posts. The porch has wood board flooring and two painted concrete steps leading to the concrete sidewalk. The entrance door is non-historic with a 6-light glass panel and a white aluminum security door. There is a large non-historic "picture window" at the south end of the east façade. A pair of single-hung wood sash windows facing the front porch could be historic. Dense vegetation conceals the north elevation from view. Privacy fencing conceals the west and south elevations from view.

22. Architectural style/building type: Gabled ell

23. Landscaping or special setting features: Jefferson Place Subdivision is a historic residential neighborhood adjacent to downtown Louisville. The subdivision is laid out on a standard urban grid of narrow, deep lots with rear alleys. Houses are built to a fairly consistent setback line along the streets with small front lawns, deep rear yards and mature landscaping. Small, carefully maintained single-family residences predominate. Most of the houses are wood framed, one or one and one-half stories in height, featuring white or light-colored horizontal wood or steel siding, gabled or hipped asphalt shingled roofs and front porches. While many of the houses have been modified over the years, most of the historic character-defining features have been preserved. 833 Jefferson Avenue is consistent with these patterns and blends well with the scale and character of the neighborhood. The house faces east to Jefferson Avenue. Memorial Park is to the south, separated from this property by a cedar privacy fence. The front yard is grassy and open to the street, with some planted shrubs and a concrete walk to the front porch. There are brick pavers between the City sidewalk and the curb along Jefferson. To the north and south are narrow grassy side yards. The west end of the property abuts a public alley that dead-ends at Memorial Park. 833 Jefferson has a garage opening onto that alley. The entire back yard is enclosed with a cedar privacy fence and was not observed.

24. Associated buildings, features, or objects: There is a shed/garage at the west end of the lot constructed of painted concrete masonry with a gable roof covered with red/brown asphalt shingles.

IV. Architectural History

25. Date of Construction: Estimate: 1895 Actual: _____

    Source of information: Boulder County deed of trust

26. Architect: Unknown

    Source of information: NA

27. Builder/Contractor: Unknown

    Source of information: NA

28. Original owner: Fred Marriott

    Source of information: Boulder County property records

29. Construction history (include description and dates of major additions, alterations, or demolitions):
    The house was probably built in 1895. Since 1950, the wood shingle roofing has been replaced with asphalt shingles, the original wood siding has been replaced with composition siding, some windows have been replaced and an enlarged "picture" window added on the south end of the front façade. The dates of these modifications are unknown.

30. Original location X Moved ____ Date of move(s):

V. Historical Associations

31. Original use(s): Domestic, Single Dwelling

32. Intermediate use(s): N/A
33. Current use(s): Domestic, Single Dwelling
34. Site type(s): Urban residence
35. Historical background:

This building is part of Jefferson Place, the first residential subdivision in Louisville.

The property at 833 Jefferson was associated with several people who were key to Louisville's development, and a number of its owners had connections with other properties in Jefferson Place. Historically, it was located directly beside the Louisville grade school for many decades, from when it was constructed until the school was demolished in the early 1960s.

833 Jefferson has a connected history with that of 841 Jefferson (5BL11307), the next parcel to the north. Jane Carlton was a common owner of both properties in the 1890s. She owned the property next door at 841 Jefferson by 1893 and the property at 833 Jefferson by 1895, when she conveyed it to her son-in-law, Fred Marriott. She may have acquired the property at 833 Jefferson at the same time that she acquired 841 Jefferson in 1893, but this is not completely clear from the online property records and the legal descriptions of the properties. Jane Carlton appears to have acquired this property from R.S. Vanolinda, who acquired it from Jefferson Place developer Charles Welch.

Jane Trimble Carlton (1849-1942) was the daughter-in-law of Thomas Carlton, who was the major force behind the founding of the Methodist Church nearby at 741 Jefferson (5BL924). She was born in Carlisle, Cumberland, England and married David Carlton in 1868. He died in 1892. More information about the Carlton family is available in the architectural inventory forms for 741 Jefferson and 841 Jefferson.

Fred Marriott (1871-1965) and Jane "Jennie" Carlton (1870-1960), the daughter of Jane and David Carlton, married in 1893. Records indicate that Fred Marriott acquired 833 Jefferson from his mother-in-law in 1895 and that he owned it until 1904. He was a miner who lived in Louisville as early as 1892, and possibly earlier. Their children were Vernie, Emily, Joseph, Enid, Frederick, and Raymond. Unfortunately, they cannot be located in the 1900 census and it is not known whether this family resided in the house in 1900.

The County gives 1905 as an estimated date of construction for this house, but the house is believed to have been constructed earlier. Boulder County has sometimes been found to be in error with respect to the dates of construction of historic buildings in Louisville. Fred Marriott granted a deed of trust to McAllister Lumber with this property as security for the mortgage in 1895, which could be evidence of the construction of a building on the property. Also, the Marriotts did not own any other property in Boulder County to use as their residence during their period of ownership. Finally, as explained below, owner Harry Hamilton and his family resided in this location in 1904, according to the Louisville residential directory for that year.

The house at 833 Jefferson appears in the correct location on the 1909 Drumm's Wall Map of Louisville and on the Methodist Church Map of Louisville that was made in circa 1923-25.

In 1904, Harry Hamilton acquired 833 Jefferson from Fred Marriott. Harry Hamilton was the son of longtime Louisville teacher Virginia Hamilton, who resided in Jefferson Place at 925 Jefferson (5BL923). He and his wife, Lena Jones, had two children, Donald and Asenath. (Lena Jones Hamilton was the sister of George Jones who lived at 720 Jefferson, 5BL11296, in Jefferson Place.) The 1904 directory states that they live on Jefferson between Spruce and Walnut, which is an accurate description of this property. The 1910 census records list the Harry and Lena Hamilton family as living in a location that could be 833 Jefferson. Louisville directories show this family to be living at 833 Jefferson.

Harry Hamilton (1874-1918) worked in both mining and business. In 1904, he was a miner, but by 1906, he had a bowling alley, and the 1906-07 directory shows him to have a confectionery. The 1910 census records state that he had become a mining engineer.

Records indicate that the house at 833 Jefferson was owned by different members of the Hamilton family between 1904 and 1931. Harry Hamilton owned it from 1904 to 1906; Harry's mother, Virginia Hamilton, owned it from 1906 to 1925; and Harry's brother, Frank Hamilton, owned it from 1925 to 1931.

Harry Hamilton died in 1918 of tuberculosis. Lena Hamilton went to work as a clerk in the store of her brother-in-law, Owen Thirlaway. The 1920 census records show that Lena, Donald, and Asenath Hamilton were still living at 833 Jefferson. Lena was 41 and her children were 13 and 11. Directories show that they were still living at this location through the 1920s. Donald died in 1926 of tuberculosis and valvular heart disease.

It is worth noting that Asenath Hamilton was one of the five Chinook Camp Fire Girls who collected books and started Louisville's first public library, the Chinook Library, in 1924 while they were Louisville students. Asenath was about 16 at the time. The library that they started evolved into the Louisville Public Library of today. Asenath Hamilton Edmond died in 1989.

From 1931 to 1935, this house was owned by Pearl Conley (1877-1939). She had been the editor of The Louisville Times since 1917, as described in the Spring 2011 issue of *The Louisville Historian*. It is not believed, however, that she lived in the home during her ownership. In 1932, Nestor and Alice Souply are listed as living in this house, and records indicate that they would become the legal owners of the house in 1935.

Nestor Souply was born in Belgium in 1889 and came to the US in 1902 and to Louisville in 1923. He died in 1973. He and his wife, Alice Merciez (1892-1988) had several children, including Florence, Evelyn, Nestor Jr., Lorene, and Betty. He worked as a miner. The Merciez family was also associated with 729 La Farge (5BL7981) and 728 La Farge (5BL919). In addition, Nestor and Alice Souply helped operate Forte's grocery store at 804 Walnut (5BL11308) in Jefferson Place and lived behind that store for a time in 1936. Alice's parents were Jules and Marie Merciez, who had been born in France, and it is believed that in at least 1936, Jules and Marie had their residence at 833 Jefferson. It has also been remembered that Jules Merciez used to live in a small house behind the main house at 833 Jefferson.

In 1937, relatives of Alice Merciez Souply purchased 833 Jefferson. They were Anthony "Boney" and Amelia Merciez La Salle. They and their children (Barbara, Mary Anne [Patete], and Jeffrey) would own it for at least 52 years, until 1989. Looking at the combined ownership by members of the Merciez family, it was owned by the same family for about 54 years. Alice Merciez Souply of 833 Jefferson, Amelia Merciez La Salle of 833 Jefferson, Edith Merciez Chiolino of 729 La Farge, and Alex Merciez of 728 La Farge were all siblings.

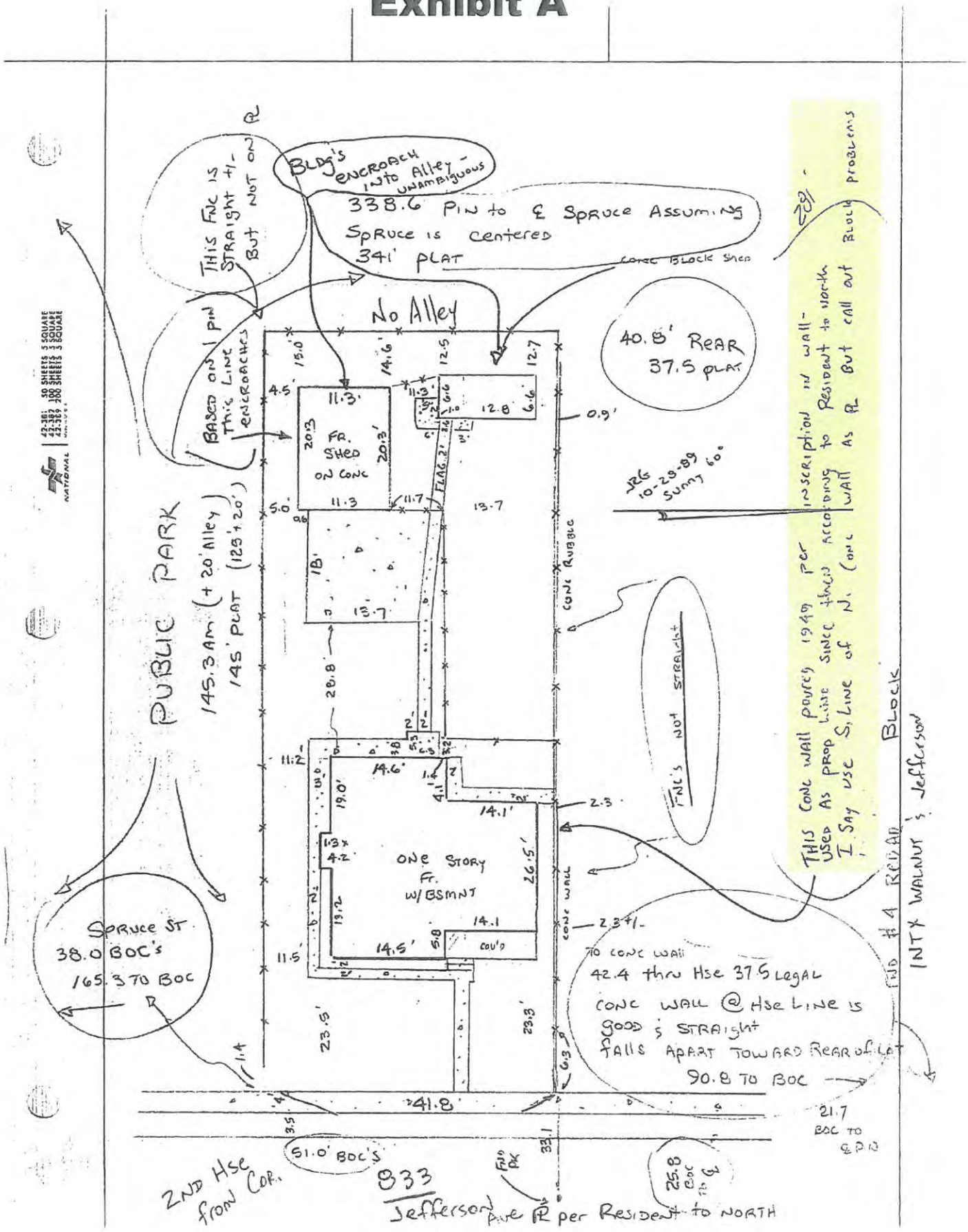
Anthony La Salle (1906-1986) was born in Louisville as the son of William and Katherine Scran La Salle. He worked as a miner in Louisville and played a role in the rescue operations at the Monarch Mine in 1936 following the explosion that killed eight local miners. He also was an enterprising businessman. Following the death of his brother, William "Buck" La Salle, Anthony began to rent his brother's pool hall from William's widow. This building later became Colacci's Restaurant and is now the building of the Empire Restaurant at 816 Main Street (5BL8012). According to William's daughters, the La Salle Pool Hall served ice cream, soft drinks, and apples. There were also card tables for playing cards. Some recall that barbuit, a dice game, was played in the basement.

Former Louisville resident Harry Mayor has compared the three major pool halls of his childhood in Louisville and has written that "Boney's was the younger, boisterous crowd. It was always involved with the baseball teams and the volunteer hose teams."

Anthony and Amelia La Salle purchased the original Catholic Church one block away at 833 La Farge (5BL7994) in Jefferson Place in 1945 from the St. Louis Catholic Church congregation and resold the property to Mark Baughman for the construction of an Apostolic Church in 1946.

In 1947, Anthony La Salle and his partners moved two buildings from the Monarch Mine camp to become the Wagon Wheel Inn at 1160 South Boulder Road. This building is now Union Jack Liquor. It was a popular bar and restaurant

Exhibit A


BLDG'S ENCROACH INTO ALLEY - UNAMBIGUOUS
338.6 PIN to ℄ SPRUCE ASSUMING SPRUCE is CENTERED 341' PLAT
THIS FNC IS STRAIGHT +/- BUT NOT ON ℞
BASED ON 1 PIN THIS LINE ENCROACHES
CONC BLOCK SHED
No Alley
40.8' REAR 37.5 PLAT
FR. SHED ON CONC
PUBLIC PARK
145.3 AM (+ 20' Alley)
145' PLAT (125' + 20')
CONC RUBBLE
FNC'S NOT STRAIGHT
THIS CONC WALL POSSIBLY 1949 PER USED AS PROP LINE SINCE THINGS ACCORDING to RESIDENT to NORTH I SAY USE S. LINE OF N. CONC WALL AS ℞ BUT CALL OUT BLOCK PROBLEMS
ONE STORY FR. W/BSMNT
CONC WALL
SPRUCE ST 38.0 BOC'S 165.3 TO BOC
TO CONC WALL 42.4 thru HSE 37.5 LEGAL
CONC WALL @ HSE LINE IS GOOD & STRAIGHT FALLS APART TOWARD REAR OF LOT 90.8 TO BOC
41.8'
51.0' BOC'S
2ND HSE FROM COR.
833 Jefferson Ave ℞ per Resident to NORTH
FND #4 REBAR
INTX WALNUT & Jefferson
BLOCK

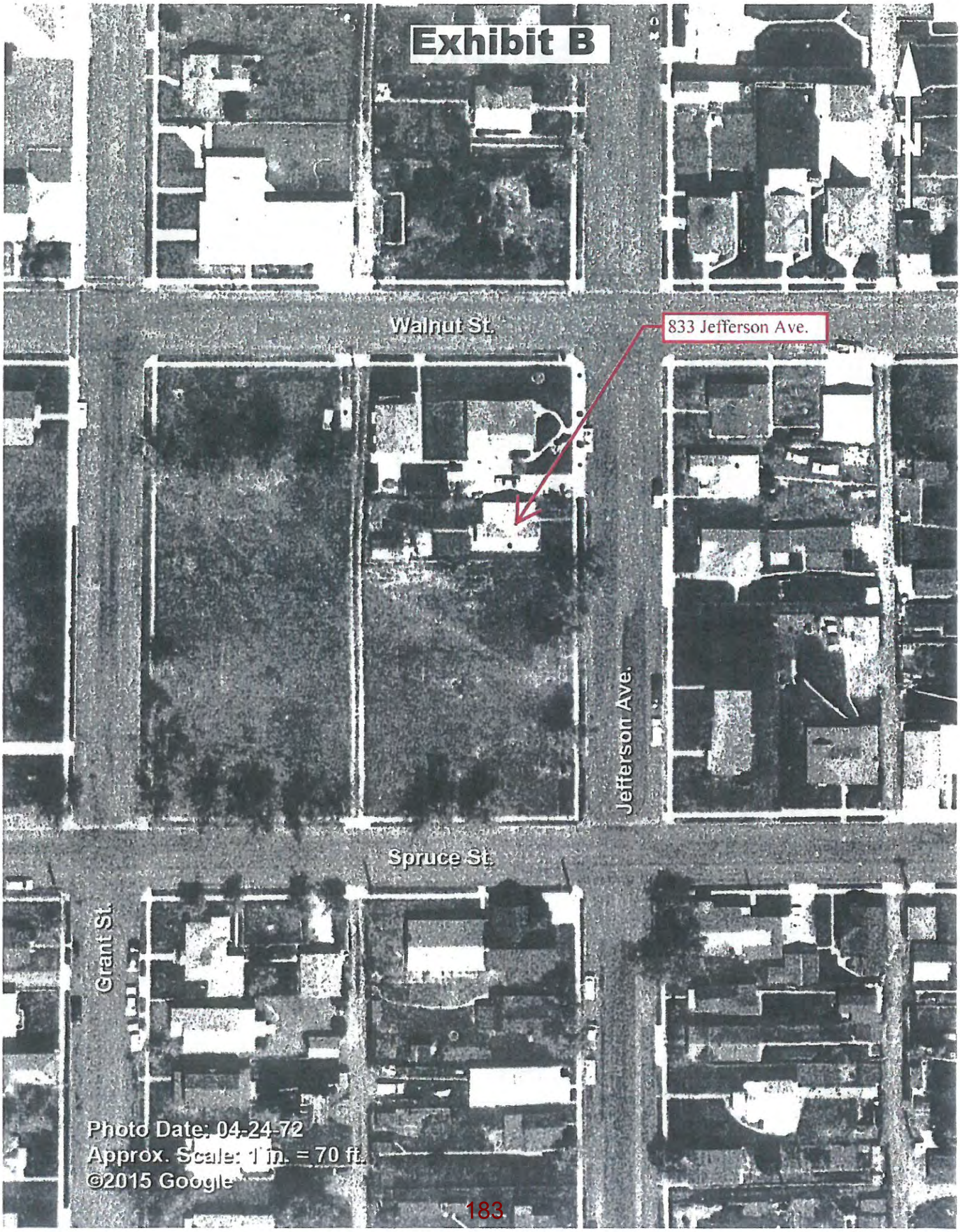


Exhibit B
Walnut St.
833 Jefferson Ave.
Jefferson Ave.
Spruce St.
Grant St.
Photo Date: 04-24-72
Approx. Scale: 1 in. = 70 ft.
©2015 Google

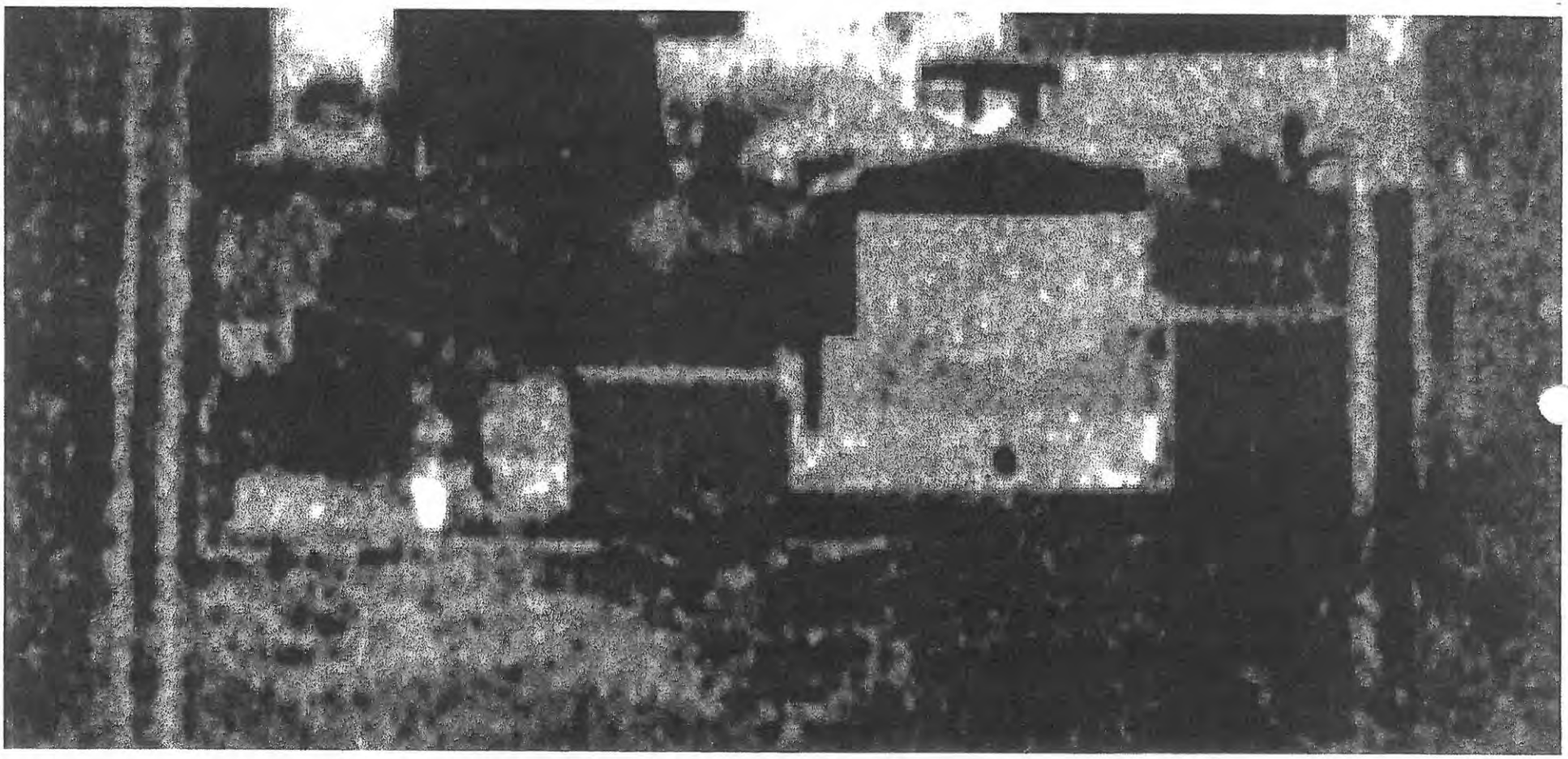


Exhibit B.1

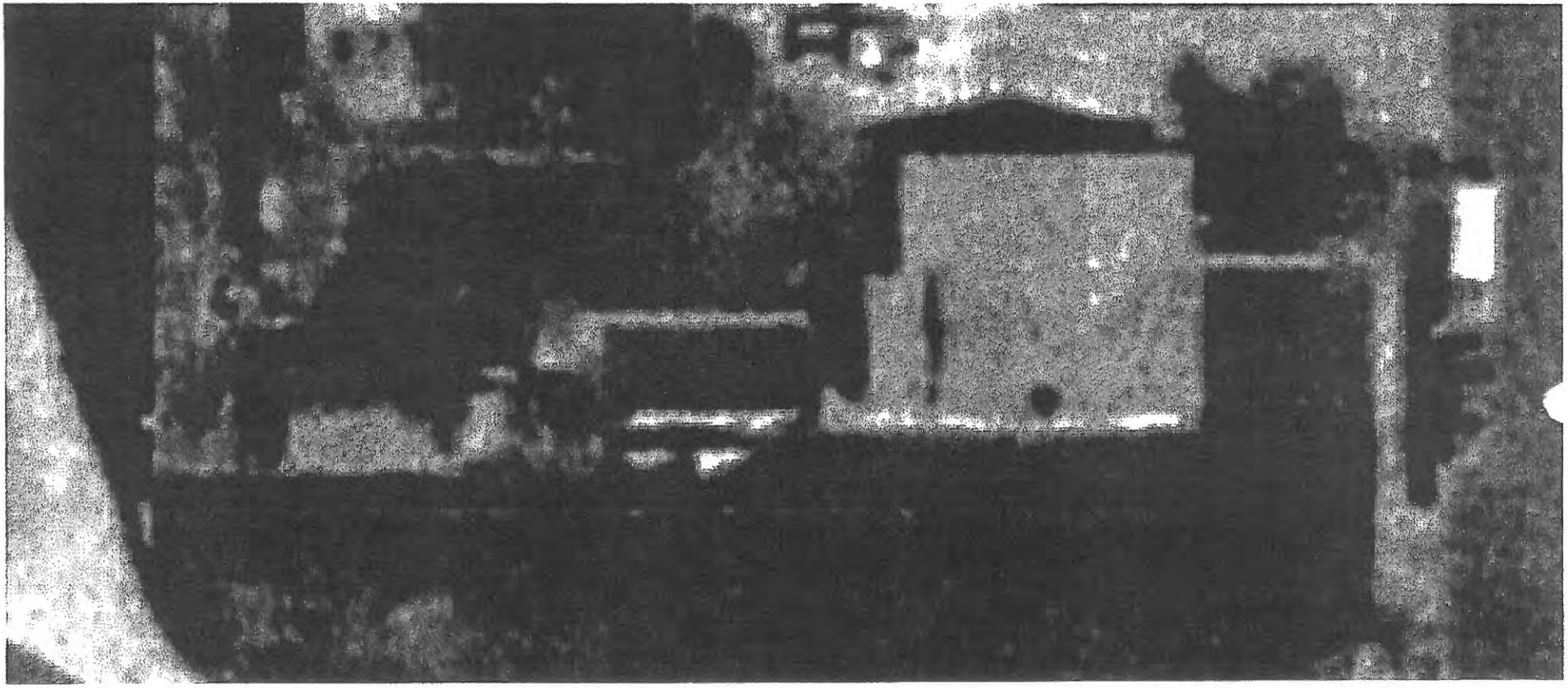


Exhibit C.1

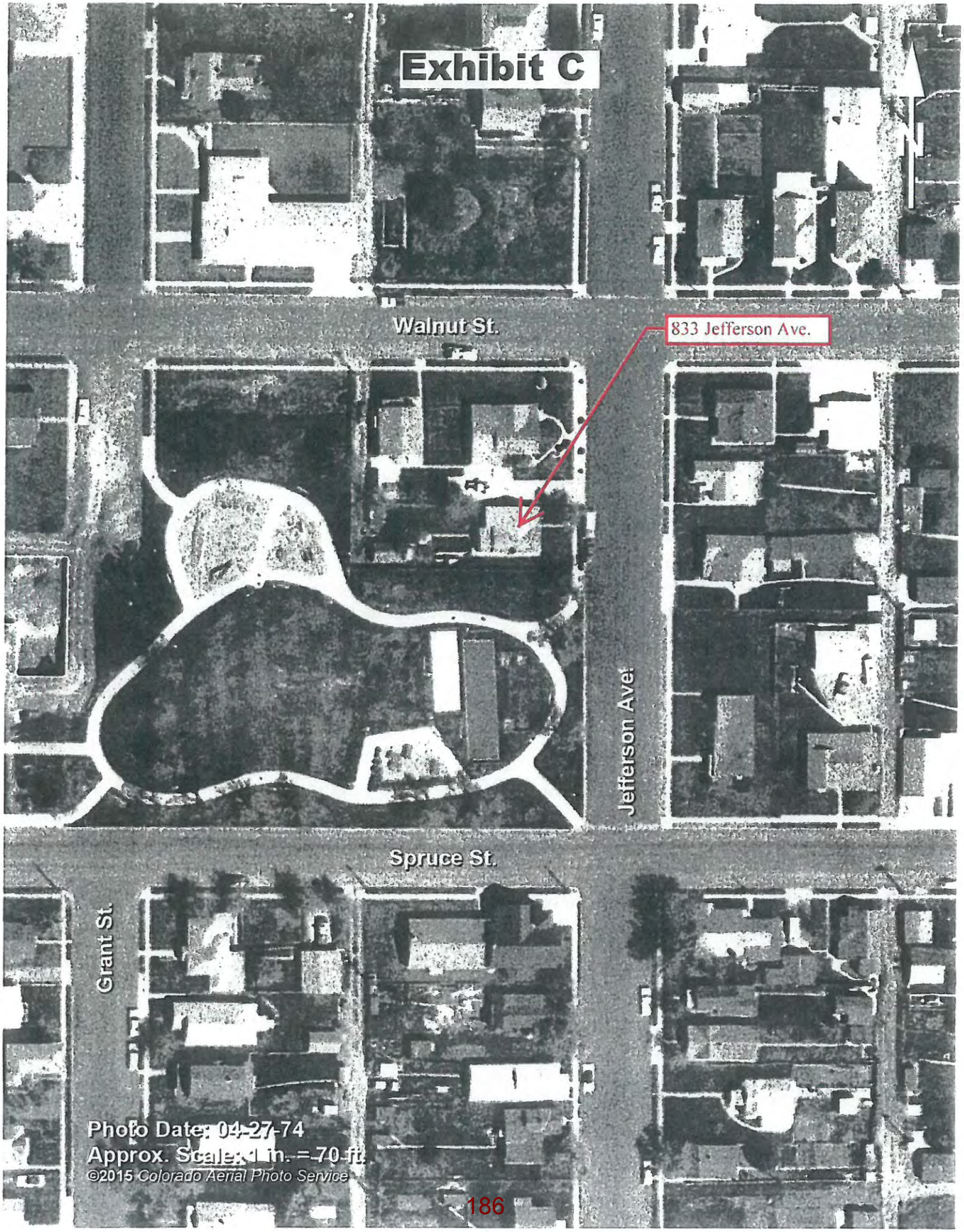


Exhibit C
Walnut St.
833 Jefferson Ave.
Jefferson Ave.
Spruce St.
Grant St.
Photo Date: 04-27-74
Approx. Scale: 1 in. = 70 ft.
©2015 Colorado Aerial Photo Service

Flatirons Surveying, Inc.
5717 Arapahoe Road
Boulder, CO 80303

IMPROVEMENT LOCATION CERTIFICATE ORDER

CERTIFICATION INFORMATION

Client: BWF
Contact:
Address:
Phone: ( ) FAX: ( )

FSI Job No.: 98-33532
Previous FSI No.: 14079
Order date: 12/7
Due date: 12/23
Closing date:

Title Company: First Colo
Contact:
Address:

Commitment Number:
Phone: ( ) FAX: ( )
Lender:

Borrower(s): Sholders ☐ Purchase ☐ Refinance

PROPERTY INFORMATION

Property Address: 833 Jefferson Ave
Louisville

Legal Description: Lot 8 & N 1/2 LOT 7 Block: 10 ☐ Metes and bounds
Subdivision: Jefferson Place Add

☒ Boulder County ☐ Other County:

Easements:

OTHER INFORMATION

Notes:

Pictures: ☐ Yes ☒ No
☒ Indexed ☐ Job Tracker 1 2 3
Price quoted: Field hours: Office hours:

Flood: ☐ Yes ☒ No Zone:
Community Panel:

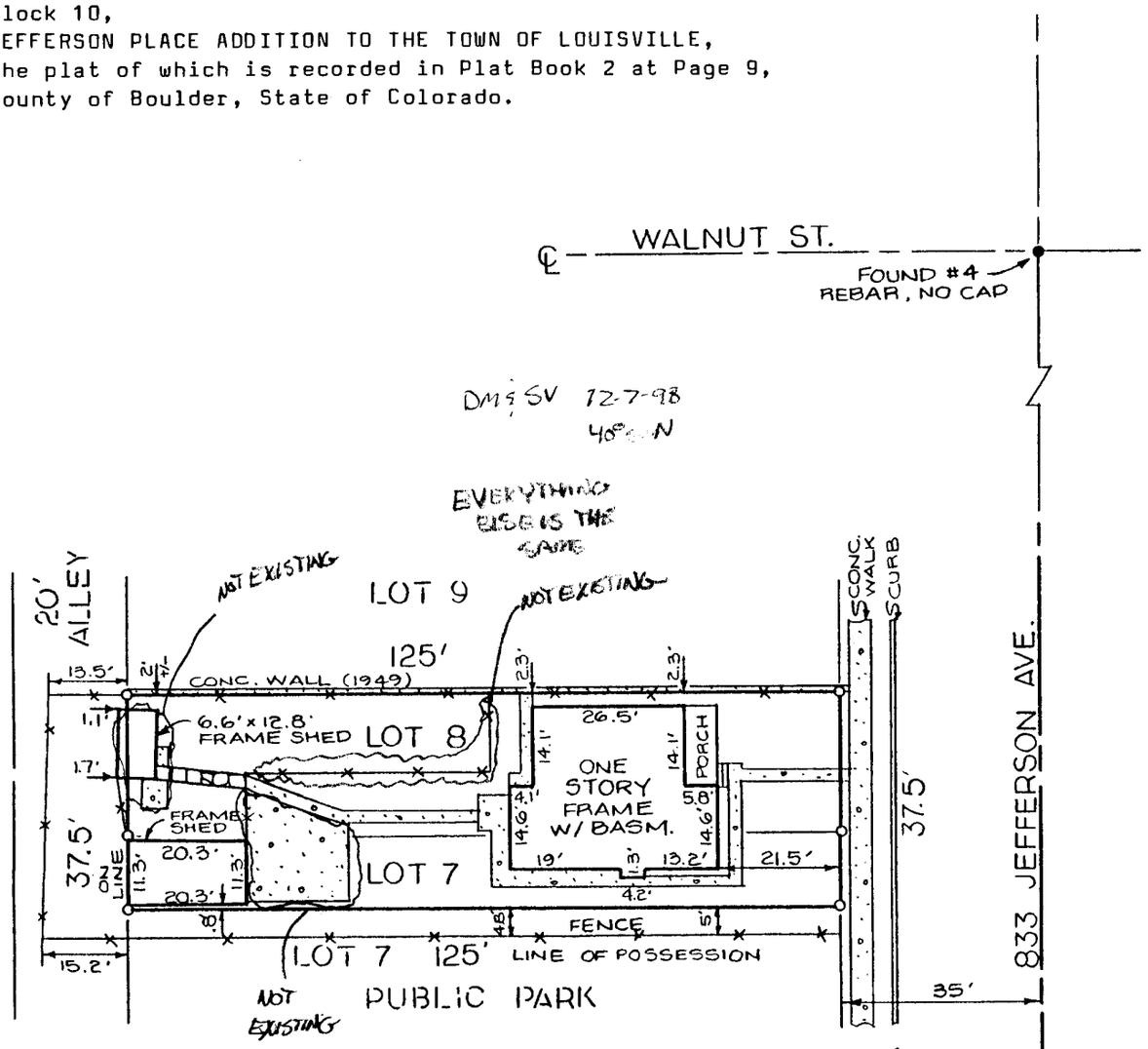
Phone: (303) 443-7001 FAX (303) 443-9830

FLATIRONS SURVEYING, INC.

5717 Arapahoe Road
Boulder, Colorado 80303
(303) 443-7001

LEGAL DESCRIPTION
(provided by Commonwealth Land Title Ins. Co.)

Lot 8 and the North 1/2 of Lot 7,
Block 10,
JEFFERSON PLACE ADDITION TO THE TOWN OF LOUISVILLE,
the plat of which is recorded in Plat Book 2 at Page 9,
County of Boulder, State of Colorado.



SCALE: 1" = 30'

NOTES:

1-JEFFERSON PLACE was platted in 1880. No original monuments were found and therefore it is not possible to determine the deeded lot lines with certainty. A Boundary Survey and Land Survey Plat would be required to gather enough evidence to attempt to determine said lot lines. The Neighbor to the North says that the concrete wall shown is the property line and the inscription on said wall says "1949". We have based this Certificate on said wall.

2-Based on the platted road, the Shed and fence extend into the alley as shown.

3-Based on the deeded description and the concrete wall the Fence is located 5'± South of the deeded property line as shown.

4-Commonwealth Land Title Ins. Co. Commitment No. E9379128 was entirely relied upon for easements of record.

FLOOD INFORMATION
The subject property is located in Zone C, the area of minimal flooding according to the FEMA Flood Insurance Rate Map; Community-Panel No. 080023-0204-B, dated July 15, 1988.

John B. Guyton, Colorado L.S. #16406

IMPROVEMENT LOCATION CERTIFICATE

TO GREENWOOD MORTGAGE CO. **AND TO** COMMONWEALTH LAND TITLE INS. CO.

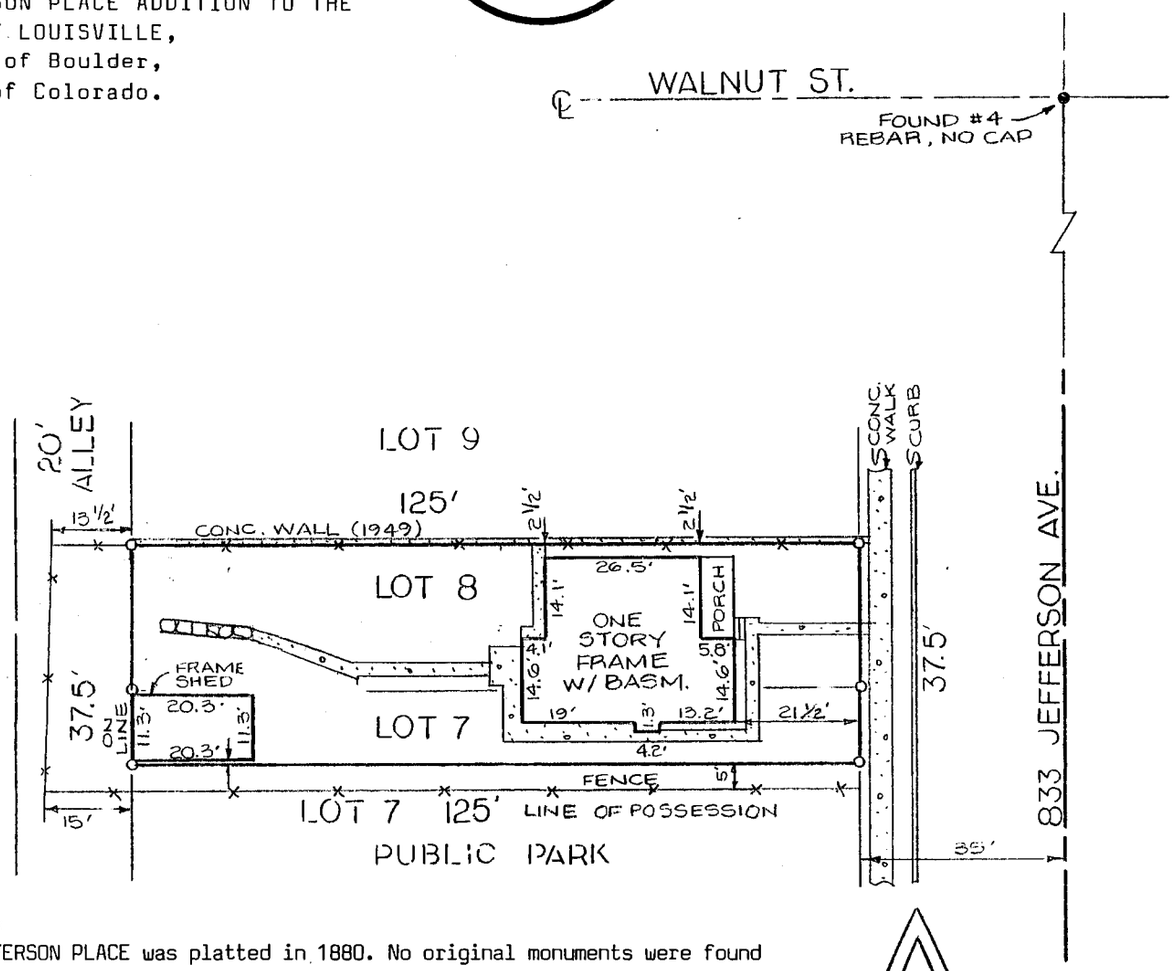
I hereby certify that the improvements on the described parcel, except utility connections, are entirely within the boundaries of said parcel, except as shown, that there are no encroachments upon the described premises by improvements on any adjoining premises, except as indicated, and that there is no apparent evidence or sign of any easement crossing or burdening any part of said parcel, except as noted. I further certify that this improvement location certificate is not a land survey plat or improvement survey plat, and that it is not to be relied upon for the establishment of fence, building or other future improvement lines.

Title Co. No. E9379128 Borrower Cummings
Flatirons No. 89-14,079 Cost $75.00 Date of Certificate 31 October 1989

LEGAL DESCRIPTION
(provided by First Colorado Title)

Lot 8 and the North 1/2 of Lot 7,
Block 10,
JEFFERSON PLACE ADDITION TO THE
TOWN OF LOUISVILLE,
County of Boulder,
State of Colorado.

FLATIRONS SURVEYING, INC.
5717 Arapahoe Road
Boulder, Colorado 80303
(303) 443-7001



NOTES:

1-JEFFERSON PLACE was platted in 1880. No original monuments were found and therefore it is not possible to determine the deeded lot lines with certainty. A Boundary Survey and Land Survey Plat would be required to gather enough evidence to attempt to determine said lot lines. The Neighbor to the North says that the concrete wall shown is the property line and the inscription on said wall says "1949". We have based this Certificate on said wall.

2-Based on the platted road, the fence extends into the platted alley as shown hereon.

3-Based on the deeded description and the concrete wall the Fence is located 5'± South of the deeded property line as shown.

4-First Colorado Title Case No. 57033 was entirely relied upon for easements of record not shown by the plat.

SCALE: 1" = 30'

John B. Guyton, Colorado L.S. #16406

IMPROVEMENT LOCATION CERTIFICATE

I hereby certify that this improvement location certificate was prepared for BOULDER WEST FINANCIAL SERVICES and FIRST COLORADO TITLE CORP., that it is not a land survey plat or improvement survey plat, and that it is not to be relied upon for the establishment of fence, building or other future improvement lines. I further certify that the improvements on the above described parcel on this date, December 11, 1998, except utility connections, are entirely within the boundaries of the parcel, except as shown, that there are no encroachments upon the described premises by improvements on any adjoining premises, except as indicated, and that there is no apparent evidence or sign of any easement crossing or burdening any part of said parcel, except as noted.

NOTICE: This Improvement Location Certificate is prepared for the sole purpose of use by the parties stated hereon. It is not a Land Survey Plat as defined by C.R.S 38-51-102(12) or an Improvement Survey Plat as defined by C.R.S 38-51-102(9). It does not establish property corners. A more precise relationship of the improvements to the boundary lines can be determined by a Land Survey or Improvement Survey. The improvements are generally situated as shown and only apparent (visible at the time of fieldwork) improvements and encroachments are noted. Flatirons Surveying, Inc. and John B. Guyton will not be liable for more than the cost of this Improvement Location Certificate, and then only to the parties specifically shown hereon. Acceptance and/or use of this Improvement Location Certificate for any purpose constitutes acknowledgement and agreement to all terms stated hereon.

Title Co. No. 57033
Flatirons No. 98-33,532
Borrower Sholders
Cost $95.00

SUBJECT: **DISCUSSION/DIRECTION - OPEN SPACE RANKING AND ACQUISITION POLICY**

DATE: **JULY 5, 2016**

PRESENTED BY: **MALCOLM FLEMING, CITY MANAGER**
JOE STEVENS, PARKS AND RECREATION DIRECTOR

SUMMARY:
In 1995 the Open Space Task Force and staff developed a process to identify and prioritize candidate properties for Open Space acquisition. The Open Space Advisory Board (OSAB) uses the Task Force recommendations, with minor adjustments implemented in 2007, as the template for OSAB review and recommendations to staff and City Council. At the July 13th 2016 board meeting, OSAB will once again be reviewing the process and updating property prioritization.

City Council Members have identified several concerns with how open space candidate properties are ranked and how acquisition of properties is pursued. Those concerns are listed below. Staff would appreciate Council discussion and direction regarding what actions City Council would like to take to address these issues.

1. **Council Endorsement of Candidate List**. Currently, the only OSAB acquisition document reviewed by City Council is the annual Boulder County Parks & Open Space Acquisition Request. This document identifies the highest priority target acquisitions where Boulder County is considered an acquisition partner. However, this process does not consider all parcels where a partnership may be possible, nor does it consider other City candidate parcels.
2. **Ranking System.** The current ranking system (see attached) uses the total of scores (0, 1 or 2) on 20 different criteria as the basis for ranking potential candidate properties, and then also categorizes the properties as Tier 1 (highest priority), 2 or 3 (lowest priority). There is concern that overlap in the criteria could lead to unintentional bias for or against certain properties. Council may want to consider the merits of a different ranking process or different criteria. In June 2016, OSAB evaluated the ranking criteria and added more criteria deciding against reducing criteria and adding weighted scores. OSAB has determined that this process is effective in scoring properties and accurately reflects OSAB's acquisition priorities.
3. **Updating Candidate List.** There is no formal process to update the candidate list to reflect properties that Council or OSAB may wish to add or remove from the list. If something occurs that makes a property more or less desirable as open space, that information should be shared. It would be helpful to establish clear communication guidelines to ensure that City Council, City Manager's Office, Planning Department,

Parks & Recreation Department and OSAB are all sharing information that may be relevant to the candidate property list.

4. **Significance of Relative Rank and Guidelines for Acquisition.** The City acquires open space properties only when there is a willing seller or through dedications made as part of the development review process. There are also numerous factors including asking price, likelihood of development, and adjacency to other candidate properties that affect the City's ability and/or interest in acquiring a candidate property. In this context, the relative ranking of properties on the candidate list raises questions: Should the City attempt to acquire all properties on the list? If not, why include a property on the list at all? What should guide the extent to which the City pursues a specific property if the owner expresses an interest in selling…ratio to market value, likelihood of development (which may be impossible to measure accurately), value as a stand-alone acquisition or only in combination with adjacent parcels, and/or other factors?
5. **Parcel Identification Details.** Candidate open space maps and other information should accurately reflect the existing City and City/Jointly Owned parcels as well as the individual parcels of candidate properties. existing provide details on Requests. In June 2016, OSAB determined that parcel identification is necessary and will be ranking parcels at their July meeting. OSAB, with staff support, is also developing a booklet of property bios that uses the Boulder County Property Viewer website to capture an aerial of the parcel and other relevant information.

RECOMMENDATION:
Staff recommends Council discuss these issues and provide direction on what issues or perspectives Council would like staff to raise during the July 13th OSAB meeting and whether Council wants to schedule a study session with OSAB to discuss potential candidate properties, the ranking process, Council's endorsement and/or discussion of OSAB recommended candidate acquisitions, acquisition strategies or other open space related issues.

ATTACHMENT(S):
1. Candidate Open Space Ranking

City of Louisville Candidate Open Space

I.D. #	Tier	Vegetation	Wetlands	Riparian	Wildlife Habitat	Connectivity	Open Water	Topographic & Geological Significance	Size	Total for Resource Values	Public Visibility	Scenic	View	Historical Significance	Agricultural Preservation	Recreational Potential	Existing Conditions	Threat of Development	Buffer	Potential for Partners	Undefined Unique Features	Comp. Plan	Total for Cultural Values	Total Score
1	1	2	2	2	2	2	2	2	2	16	2	2	2	2	2	2	2	1	2	2	1	2	22	38
2	1	1	2	2	2	2	2	0	1	12	2	2	1	0	2	2	2	2	1	0	2	2	18	30
3	1	2	2	2	2	2	2	0	2	14	1	1	2	0	0	2	1	2	2	2	1	0	14	28
5	1	0	1	0	1	2	0	1	1	6	2	2	2	0	0	2	0	1	2	1	1	2	15	21
4	2	0	0	0	1	1	0	0	2	4	2	1	2	0	2	1	2	2	2	0	0	0	14	18
13	2	1	0	0	1	2	0	0	1	5	2	1	2	0	0	1	1	2	2	0	0	1	12	17
11	2	1	0	0	1	1	0	0	1	4	2	1	1	0	2	1	1	1	2	1	0	0	12	16
12	2	1	0	0	1	1	0	0	1	4	2	1	1	0	2	1	1	1	2	1	0	0	12	16
17	2	2	1	2	2	2	0	0	1	10	2	1	0	0	0	1	1	0	0	0	0	1	6	16
10	2	1	0	0	1	1	0	0	1	4	2	1	1	0	2	1	0	1	2	1	0	0	11	15
6	2	1	2	2	2	1	0	0	0	8	1	1	1	0	0	0	1	1	1	0	0	0	6	14
14	2	1	0	0	1	2	0	0	0	4	2	1	2	0	0	1	0	2	2	0	0	0	10	14
18	3	1	0	0	1	2	0	0	1	5	2	0	1	0	1	0	1	1	0	0	0	0	6	11
7	3	1	0	0	2	1	0	0	0	4	1	1	1	0	0	0	1	1	1	0	0	0	6	10
8	3	1	0	0	2	1	0	0	0	4	1	1	1	0	0	0	1	1	1	0	0	0	6	10
9	3	1	0	0	1	1	0	0	0	3	1	1	1	0	0	0	0	1	1	0	0	0	5	8
16	3	1	0	0	1	1	0	0	0	3	1	1	1	0	0	0	0	1	1	0	0	0	5	8
19	3	1	0	0	1	1	0	0	0	3	1	1	1	0	0	0	0	1	1	0	0	0	5	8
21	3	1	0	0	1	1	0	0	0	3	1	1	1	0	0	0	0	1	1	0	0	0	5	8
15	3	x	x	x	x	x	x	x	x	0	x	x	x	x	x	x	x	x	x	x	x	x	0	0
22	3	0	0	0	1	0	0	0	1	2	2	1	1	0	1	0	0	1	0	0	0	0	6	8

Although listed in numerical order, preference for acquisition will be based on the tier level.
Tier one (in yellow) reflects the highest priorities for acquisition followed by tier two (in green) and tier three (in blue).

SUBJECT: **DISCUSSION/DIRECTION – POSSIBLE 2016 BALLOT QUESTION FOR EXTENSION OF HISTORIC PRESERVATION TAX**

DATE: **JULY 5, 2016**

PRESENTED BY: **ROBERT MUCKLE, MAYOR**
MALCOLM FLEMING, CITY MANAGER
HEATHER BALSER, DEPUTY CITY MANAGER

SUMMARY:
The Historic Preservation Tax, approved by voters in 2008, established a one-eighth of one percent (0.125%) sales tax to be collected for a ten-year period commencing January 1, 2009. The tax is dedicated for historic preservation purposes within Historic Old Town and Downtown Louisville. It allows the City to: (a) provide financial incentives to preserve historic resources, including funding of programs to identify and attempt to preserve buildings which qualify for listing on the Louisville Register of Historic Places; (b) provide financial incentives to preserve buildings that contribute to the historic character of Old Town & Downtown Louisville but do not qualify for listing on Louisville Register of Historic Places, with such buildings to be treated the same as historic buildings but with lower priority; and (c) provide financial incentives for new commercial buildings and developments within Historic Old Town & Downtown Louisville to limit mass, scale, and number of stories; to preserve setbacks; to preserve pedestrian walkways between buildings; and to utilize materials typical of historic buildings, above mandatory requirements.

Since its inception the Historic Preservation Tax has generated $4,151,889 with $905,271 currently in the fund and not designated to a specific project. Projects already funded with the tax include the DiFrancia Saloon (740 Front Street), the Pearson Store (927 Main Street), the Louisville Grain Elevator (540 County Road), the Rex Theatre (817 Main Street), the Steinbaugh House (945 Front Street) and many residential properties. The City has designated 32 structures, including 21 residential landmarks and six City-owned landmarks. The Fund has also financed 14 historic structures assessments, the Jefferson Place Survey, Old Town Reconnaisance Survey, an in-depth historic structure assessment on the Austin-Niehoff House, and the Preservation Master Plan.

The current tax will expire in January of 2019. For the tax to continue beyond 2019, a tax question will need to be placed on the ballot and approved no later than the November 2018 election. The City Council has discussed possibly seeking an extension of the tax in 2016, either another 10 years or a different time frame. There has also been discussion of seeking the extension along with additional language to allow for the

tax to be used for Museum operations, which the current ballot language does not permit, and to set a cap.

There are a number of pros and cons to asking for the extension of the current one-eighth of one percent sales tax in 2016.

PROS:

- Voter turnout is always better in an even year, and even more so in a Presidential election year. For example, in Louisville in 2013, 50% of registered votes participated in the election, while in 2014, 68% of registered voters participated in the election.
- This is an extension of a tax, such that the ballot question reads, "without raising taxes…" which is more likely to pass than a new tax.
- An election in 2016 gives the Council another opportunity to pursue voter approval of a ballot question, should the vote fail prior to expiration.

CONS:

- There is little time for an education campaign on the benefits of the current preservation tax, its purpose, and why an extension is needed beyond 2018. No work has been done on this.
- The Historical Commission has not finalized the Master Plan (a portion of which will consist of a Business Plan) for the Historical Museum, including further design and operating costs for new and expanded facilities. In some respects, this would make it difficult to discuss the future needs of the Museum should the tax extension question include some allocation for Museum operations.
- There will likely be a question on the 2016 ballot concerning funding for an expanded Recreation/Senior Center, which might compete with the question to extend the Historic Preservation Tax.
- With two years before expiration, it may be too early to express the importance and/or urgency of a tax extension.

Survey results regarding support or opposition for an expanded Recreation/Senior Center and aquatics facilities and/or a Historic Preservation Tax are attached. In addition, there is a link to the 2016 Citizen Survey results which includes a question regarding the Historic Preservation Tax and priorities.

Staff has not begun work on ballot language for an extension of the Historic Preservation Tax. Should the City Council want to proceed with a ballot question for the 2016 election, first reading on the ordinance would be July 19, 2016 (see attached TABOR Election Calendar). Staff would like direction on whether to proceed with drafting 2016 ballot language for an extension of the Historic Preservation Tax with or without any additional provisions.

FISCAL IMPACT:
An extension of the Historic Preservation Tax would not raise taxes for Louisville residents, but would extend the current tax for an additional amount of time (to be determined in the ballot language). Should the tax not be extended in 2016 or prior to expiration of the current tax in 2019, this would impact funding for historic preservations programs in the City.

RECOMMENDATION:
Discussion/Direction.

ATTACHMENTS:
1. Resolution No. 35, Series 2008 – Referring the Original Tax Question to the Ballot
2. Tabor Election Calendar
3. Link to Citizen Survey Results

RESOLUTION NO. 35
SERIES 2008

A RESOLUTION REFERRING TO A VOTE OF THE REGISTERED ELECTORS OF THE CITY OF LOUISVILLE AT THE NOVEMBER 4, 2008, SPECIAL MUNICIPAL ELECTION A TABOR BALLOT ISSUE TO AUTHORIZE THE IMPOSITION OF A ONE-EIGHTH OF ONE PERCENT (0.125%) SALES TAX TO PROVIDE REVENUES FOR HISTORIC PRESERVATION PURPOSES

WHEREAS, the City of Louisville (the "City"), is a Colorado home rule municipal corporation duly organized and existing under laws of the State of Colorado and the City Charter (the "City Charter"); and

WHEREAS, Article XX of the Colorado Constitution grants plenary power to home rule cities to levy and collect taxes within the City limits; and

WHEREAS, pursuant to voter authorization, the City has previously adopted a permanent sales tax of three percent (3%) and, for a ten-year period commencing January 1, 2004, an additional three-eighths of one percent (0.375%) sales tax, with revenues from such temporary tax being collected, retained and spent exclusively for designated open space, parks and other purposes; and

WHEREAS, the City Council finds and determines that the City and its residents value the historic charm and character of Historic Old Town Louisville which is unique to Louisville; and

WHEREAS, City Council finds that establishment of a one-eighth of one percent (0.125%) sales tax, collected for a ten-year period commencing January 1, 2009 and dedicated for historic preservation purposes within Historic Old Town Louisville, will allow the City to: (a) provide financial incentives to preserve historic resources, including funding of programs to identify and attempt to preserve buildings which qualify for listing on the Louisville Register of Historic Places; (b) provide financial incentives to preserve buildings that contribute to the historic character of Old Town Louisville but do not qualify for listing on Louisville Register of Historic Places, with such buildings to be treated the same as historic buildings but with lower priority; and (c) provide financial incentives for new buildings and developments within Historic Old Town Louisville to limit mass, scale, and number of stories; to preserve setbacks; to preserve pedestrian walkways between buildings; and to utilize materials typical of historic buildings, above mandatory requirements; and

WHEREAS, Article X, Section 20 of the Colorado Constitution, also referred to as the Taxpayer's Bill of Rights ("TABOR") requires voter approval for any new tax, any tax policy change directly causing a net revenue gain, and the spending of certain funds above limits established by TABOR; and

WHEREAS, pursuant to and as required by the Constitution and laws of the State of Colorado, it is necessary to have voter approval of a TABOR ballot issue concerning the imposition of the sales tax provided for herein, and it is also necessary to have voter approval to allow funds collected through such sales tax to be reserved for and carried over to subsequent years; and

WHEREAS, TABOR requires that the City submit ballot issues, as defined in TABOR, to the City's registered electors on specified election days; and

WHEREAS, the City will hold a special municipal election on November 4, 2008, to be conducted as part of the coordinated general election, and such date is one of the election dates at which TABOR ballot issues may be submitted to the registered electors of the City; and

WHEREAS, City Council finds it is in the best interest of the City and its citizens to submit to the registered electors of the City the question of imposing, for a ten-year period commencing January 1, 2009, a one-eighth of one percent (0.125%) sales tax for historic preservation purposes, as further stated in this resolution.

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

Section 1. The following ballot issue, certified in substantially the form set forth below, is hereby referred to the registered electors of the City and shall appear on the ballot of the City of Louisville special municipal election to be held on November 4, 2008:

> SHALL CITY OF LOUISVILLE TAXES BE INCREASED $340,000 IN 2009 (FIRST FULL FISCAL YEAR INCREASE) AND ANNUALLY THEREAFTER IN SUCH AMOUNTS AS ARE RECEIVED EACH YEAR FROM THE LEVY OF AN ADDITIONAL SALES TAX OF ONE-EIGHTH OF ONE PERCENT (0.125%); WITH SUCH TAX TO COMMENCE ON JANUARY 1, 2009 AND EXPIRE DECEMBER 31, 2018, WITH THE NET PROCEEDS OF SUCH ONE-EIGHTH PERCENT SALES TAX TO BE COLLECTED, RETAINED AND SPENT EXCLUSIVELY FOR THE FOLLOWING PURPOSES WITHIN HISTORIC OLD TOWN LOUISVILLE, WHICH AREA INCLUDES THE "HISTORIC OLD TOWN OVERLAY DISTRICT" AND "DOWNTOWN LOUISVILLE" AS DEFINED BY THE CITY ZONING MAP AND ORDINANCES, IN ORDER TO PRESERVE THE UNIQUE CHARM AND CHARACTER OF HISTORIC OLD TOWN LOUISVILLE THAT IS A VITAL PART OF OUR IDENTITY AS A COMMUNITY:
>
> 1. PROVIDE INCENTIVES TO PRESERVE HISTORIC RESOURCES, INCLUDING FUNDING OF PROGRAMS TO

IDENTIFY AND ATTEMPT TO PRESERVE BUILDINGS WHICH QUALIFY FOR LISTING ON THE LOUISVILLE REGISTER OF HISTORIC PLACES;

2. PROVIDE INCENTIVES TO PRESERVE BUILDINGS THAT CONTRIBUTE TO THE HISTORIC CHARACTER OF HISTORIC OLD TOWN LOUISVILLE BUT DO NOT QUALIFY FOR LISTING ON THE LOUISVILLE REGISTER OF HISTORIC PLACES, WITH SUCH BUILDINGS TO BE TREATED THE SAME AS HISTORIC BUILDINGS BUT WITH LOWER PRIORITY; AND

3. PROVIDE INCENTIVES FOR NEW BUILDINGS AND DEVELOPMENTS WITHIN HISTORIC OLD TOWN LOUISVILLE TO LIMIT MASS, SCALE, AND NUMBER OF STORIES; TO PRESERVE SETBACKS; TO PRESERVE PEDESTRIAN WALKWAYS BETWEEN BUILDINGS; AND TO UTILIZE MATERIALS TYPICAL OF HISTORIC BUILDINGS, ABOVE MANDATORY REQUIREMENTS;

WITH RECEIPT OF FINANCIAL INCENTIVES FUNDED BY SUCH PROCEEDS TO BE CONDITIONED UPON HISTORIC LANDMARKING OF THE RECEIVING PROPERTY IF THE PROPERTY QUALIFIES FOR LISTING ON THE LOUISVILLE REGISTER OF HISTORIC PLACES, OR CONDITIONED UPON THE CITY RECEIVING A CONSERVATION EASEMENT IF THE RECEIVING PROPERTY DOES NOT SO QUALIFY; WITH ANY SUCH LANDMARKING OR EASEMENT TO BE WITH CONSENT OF THE PROPERTY OWNER; AND WITH SUCH FINANCIAL INCENTIVES TO INCLUDE ANY OF THE FOLLOWING:

GRANTS TO PRESERVE HISTORIC BUILDINGS OR THEIR FACADES;

ACQUISITION OF CONSERVATION EASEMENTS ON HISTORIC PROPERTIES OR OTHER ELIGIBLE PROPERTIES;

ACQUISITION AND REHABILITATION OF HISTORIC PROPERTIES TO BE SOLD WITH CONSERVATION EASEMENTS;

GRANTS OR LOW INTEREST LOANS TO PRESERVE AND REHABILITATE ELIGIBLE PROPERTIES;

FUNDING FOR TAX OR FEE REBATES FOR ELIGIBLE BUILDINGS;

FUNDING OF A PUBLIC-PRIVATE PARTNERSHIP FOR PRESERVATION OF BUILDINGS OF HISTORIC SIGNIFICANCE; AND

FUNDING OF OTHER PROGRAMS TO PRESERVE HISTORIC BUILDINGS AND BUILDINGS WHICH CONTRIBUTE TO THE CHARACTER OF HISTORIC OLD TOWN LOUISVILLE;

WITH ELIGIBILITY FOR HISTORIC LANDMARKING TO BE DETERMINED BY THE LOUISVILLE HISTORIC PRESERVATION COMMISSION AND APPROVED BY THE CITY COUNCIL PURSUANT TO CITY ORDINACES, AND ALL INCENTIVE FUNDING DECISIONS TO BE APPROVED BY THE CITY COUNCIL;

AND SHALL THE CITY BE PERMITTED TO COLLECT, RETAIN AND EXPEND ALL REVENUES DERIVED FROM SUCH TAX FOR SUCH PURPOSES AND FOR CITY STAFF TIME TO ADMINSTER THE PROGRAMS FUNDED BY SUCH TAX, AS A VOTER-APPROVED REVENUE CHANGE AND AN EXCEPTION TO LIMITS WHICH WOULD OTHERWISE APPLY UNDER ARTICLE X, SECTION 20 OF THE COLORADO CONSTITUTION OR ANY OTHER LAW?

YES_____
NO_____

Section 2. The City Council may submit additional ballot issues or other referred measures to appear on the ballot of the November 4, 2008 regular municipal election by the adoption of an appropriate resolution or ordinance as required by law.

Section 3. The officers and employees of the City are hereby authorized and directed to take all necessary and appropriate action to effectuate the provisions of this resolution in accordance with Colorado law.

Section 4. Pursuant to C.R.S. Section 31-10-102.7, the City will utilize the requirements and procedures of the Uniform Election Code of 1992, articles 1 to 13 of title 1, C.R.S., as amended, in lieu of the Colorado Municipal Election Code of 1965, article 10 of title 31, C.R.S., as amended, with respect to the regular municipal election to be held on November 4, 2008, and such election shall be conducted as part of a coordinated election.

PASSED AND ADOPTED this 5th day of August, 2008.

CITY OF LOUISVILLE SEAL COLORADO

Charles L. Sisk, Mayor

ATTEST:

Nancy Varra, City Clerk

ORDINANCE NO. 1544
SERIES 2008

AN EMERGENCY ORDINANCE AMENDING CHAPTER 3.20 OF THE LOUISVILLE MUNICIPAL CODE TO IMPOSE THE HISTORIC PRESERVATION TAX AS APPROVED BY THE VOTERS AT THE NOVEMBER 4, 2008 ELECTION, AND ESTABLISHING THE HISTORIC PRESERVATION FUND

WHEREAS, the City of Louisville (the "City"), is a Colorado home rule municipal corporation duly organized and existing under laws of the State of Colorado and the City Charter; and

WHEREAS, pursuant to voter authorization, the City has previously adopted a permanent sales tax of three percent (3%) and, for a ten-year period commencing January 1, 2004, an additional three-eighths of one percent (⅜%) sales tax, with revenues from such temporary tax being collected, retained and spent exclusively for designated open space, parks and other purposes; and

WHEREAS, pursuant to Resolution No. 35, Series 2008, the City referred to the voters and the voters approved a TABOR ballot issue to levy an additional one-eighth of one percent (1/8%) sales tax, collected for a ten-year period commencing January 1, 2009, with the net proceeds of such one-eighth percent sales tax to be collected, retained and spent exclusively for historic preservation purposes within historic Old Town Louisville; and

WHEREAS, the City Council by this Ordinance desires to amend the Louisville Municipal Code to impose such additional one-eighth of one percent sales tax as approved by the voters at the November 4, 2008 election;

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

Section 1. Subsection A of Section 3.20.200 of the Louisville Municipal Code is hereby amended to read as follows (words added are underlined; words deleted are ~~stricken through~~):

Sec. 3.20.200. Levy of tax; rate.

A. There is hereby levied, and there shall be collected and paid, a sales tax equal to the three percent of the purchase price of tangible personal property at retail or the furnishing of services, except that (1) for the ten-year period beginning on January 1, 2004, ~~the amount shall be 3⅜ percent of the purchase price thereof~~ there is hereby levied, and there shall be collected and paid, an additional sales tax of three-eighths of one percent of the purchase price of tangible personal property at retail or the furnishing of services, as authorized at the November 5, 2002 election, and (2) for the ten-year period beginning on

January 1, 2009, there is hereby levied, and there shall be collected and paid, an additional sales tax of one-eighth of one percent of the purchase price of tangible personal property at retail or the furnishing of services, as authorized at the November 4, 2008 election.

Section 2. Chapter 3.20 of the Louisville Municipal Code is hereby amended by the addition of a new Section 3.20.605, to read as follows:

Sec. 3.20.605. Sales Tax—Historic preservation tax and fund.

A. The historic preservation fund is established as a special revenue fund to account for revenues derived from the temporary one-eighth of one percent sales tax for historic preservation purposes imposed for the ten-year period beginning on January 1, 2009.

B. Revenues from such temporary one-eighth percent sales tax imposed for the ten-year period beginning on January 1, 2009 shall be deposited into the historic preservation fund and the net proceeds of such one-eighth percent sales tax shall be collected, retained and spent exclusively for the following purposes within historic Old Town Louisville, which area includes the "Historic Old Town Overlay District" and "Downtown Louisville" as defined by the city zoning map and ordinances, in order to preserve the unique charm and character of historic Old Town Louisville:

1. Provide incentives to preserve historic resources, including funding of programs to identify and attempt to preserve buildings which qualify for listing on the Louisville Register of Historic Places;

2. Provide incentives to preserve buildings that contribute to the historic character of historic Old Town Louisville but do not qualify for listing on the Louisville Register of Historic Places, with such buildings to be treated the same as historic buildings but with lower priority;

3. Provide incentives for new buildings and developments within historic Old Town Louisville to limit mass, scale, and number of stories; to preserve setbacks; to preserve pedestrian walkways between buildings; and to utilize materials typical of historic buildings, above mandatory requirements; and

4. For city staff time to administer these programs.

C. Receipt of financial incentives funded by such proceeds shall be conditioned upon historic landmarking of the receiving property if the property qualifies for listing on the Louisville Register of Historic Places, or conditioned

upon the city receiving a conservation easement if the receiving property does not so qualify. Any such landmarking or easement shall be with consent of the property owner.

D. Financial incentives funded by revenues from such temporary one-eighth percent sales tax may include any of the following:

1. Grants to preserve historic buildings or their facades;

2. Acquisition of conservation easements on historic properties or other eligible properties;

3. Acquisition and rehabilitation of historic properties to be sold with conservation easements;

4. Grants or low interest loans to preserve and rehabilitate eligible properties;

5. Funding for tax or fee rebates for eligible buildings;

6. Funding of a public-private partnership for preservation of buildings of historic significance;

7. Funding of incentives for new buildings and developments within historic Old Town Louisville to limit mass, scale, and number of stories; to preserve setbacks; to preserve pedestrian walkways between buildings; and to utilize materials typical of historic buildings, above mandatory requirements; and

8. Funding of other programs to preserve historic buildings and buildings which contribute to the character of historic Old Town Louisville.

E. Eligibility for historic landmarking shall be determined by the Louisville Historic Preservation Commission and any approval thereof shall be by the city council pursuant to city ordinances as in effect from time to time.

F. All incentive funding decisions shall be approved by the city council. Incentive programs and the procedures applicable to the administration and receipt of such incentives shall be as provided by city council ordinance or resolution, the provisions of which shall not be inconsistent with the provisions of this section and ballot issue 2A approved at the November 4, 2008.

Section 3. The City Council herewith finds, determines and declares that this ordinance is necessary for the immediate preservation of the public health and safety in order to

timely effectuate the commencement of the historic preservation tax on January 1, 2009 in accordance with voter approval, and to avoid the need for retailers, vendors and others required to collect, pay or account for sales tax to collect, pay or account for taxes of different rates within a single reporting period if the provisions hereof took effect upon another date. This ordinance shall take effect January 1, 2009 provided the same has been adopted and signed by the Mayor and approved by two-thirds of the entire City Council.

Section 4. If any portion of this ordinance is held to be invalid for any reason, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have passed and approved this ordinance and each part hereof irrespective of the fact that any one part be declared invalid.

Section 5. The repeal or modification of any provision of the Municipal Code of the City of Louisville by this ordinance shall not release, extinguish, alter, modify, or change in whole or in part any penalty, forfeiture, or liability, either civil or criminal, which shall have been incurred under such provision, and each provision shall be treated and held as still remaining in force for the purpose of sustaining any and all proper actions, suits, proceedings, and prosecutions for the enforcement of the penalty, forfeiture, or liability, as well as for the purpose of sustaining any judgment, decree, or order which can or may be rendered, entered, or made in such actions, suits, proceedings, or prosecutions.

Section 6. All other ordinances or portions thereof inconsistent or conflicting with this ordinance or any portion hereof are hereby repealed to the extent of such inconsistency or conflict.

INTRODUCED, READ, PASSED ON FIRST READING, AND ORDERED PUBLISHED this 18th day of November, 2008.

Charles L. Sisk, Mayor

ATTEST:

Nancy Varra, City Clerk

APPROVED AS TO FORM:

Light, Harrington & Dawes, P.C.
City Attorney

PASSED AND ADOPTED ON SECOND AND FINAL READING, AND ORDERD PUBLISHED IN FULL, this 2nd day of December 2008.

Charles L. Sisk, Mayor

ATTEST:

Nancy Varra, City Clerk

RESOLUTION NO. 20
SERIES 2009

A RESOLUTION ENACTING PROVISIONS RELATED TO ADMINSTRATION AND USES OF THE HISTORIC PRESERVATION FUND, AND ESTABLISHING REQUIREMENTS AND PROCEDURES APPLICABLE TO THE FUNDING OF INCENTIVES FOR HISTORIC PRESERVATION PURPOSES

WHEREAS, the City of Louisville (the "City"), is a Colorado home rule municipal corporation duly organized and existing under laws of the State of Colorado and the City Charter; and

WHEREAS, at the November 4, 2008 election, the voters approved a ballot issue to levy an additional one-eighth of one percent (1/8%) sales tax, collected for a ten-year period commencing January 1, 2009, with the net proceeds of such one-eighth percent sales tax to be collected, retained and spent exclusively for historic preservation purposes within historic Old Town Louisville; and

WHEREAS, by Ordinance No. 1544, Series 2008, the City established the historic preservation fund as a special revenue fund to account for revenues derived from the historic preservation tax; and

WHEREAS, City Council by this resolution desires to enact additional provisions related to administration and uses of the historic preservation fund; and

WHEREAS, City Council by this resolution further desires to establish requirements and procedures applicable to the funding of incentives for historic preservation purposes; and

WHEREAS, the City of Louisville Historic Preservation Commission has reviewed at public meetings the provisions hereof regarding the historic preservation fund and funding of historic preservation incentives, and has recommended adoption of such provisions;

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

In order to facilitate the purposes of 2008 Louisville Ballot Issue 2A and Ordinance No. 1544, Series 2008, the following provisions shall be enacted:

Section 1. Historic Preservation Fund: There exists a "Historic Preservation Fund" ("HPF") in the City of Louisville, as established by Ordinance 1544, Series 2008.

a. The HPF shall be funded by:

i. Proceeds from the 1/8% sales tax established by 2008 Louisville Ballot Issue 2A and Ordinance 1544, Series 2008;

ii. Private and public donations, bequests, grants and funding from other sources made to the City for historic preservation purposes;

iii. Interfund loans from the City of Louisville; if approved by ordinance; and

iv. Earnings on such amounts as may be deposited in the HPF.

b. The City of Louisville Historic Preservation Commission (HPC) shall make recommendations regarding expenditures from the HPF, but final action shall be taken by City Council by resolution. The HPF should be managed to achieve maximum preservation of historic structures and the character of historic Old Town Louisville.

c. The HPC shall submit an annual statement of goals and recommendations to City Council, and may supplement, modify or update this document throughout the year as necessary.

d. As further detailed in Sections 2-5 below, the HPF shall consist of the following four categories of funds:

i. Administrative;

ii. Incentives for Historic Preservation, to Preserve Character, and for New Construction;

iii. Acquisitions; and

iv. Contingency/Emergency Reserve.

e. As used in this resolution, "resources" shall include, but not be limited to, primary structures, accessory structures, outbuildings, fences, existing or historic landscaping, archaeological sites, and architectural elements of structures.

Section 2. Administrative Funds: Administrative Funds shall be used for purposes consistent with the establishment of the HPF, and shall include, but not be limited to:

a. Historical building surveys, other site surveys or reconnaissance-level or intensive-level historic and architectural surveys;

b. Staff to support HPC and City activities in administering programs funded by the tax, including, but not limited to, interns, preservation planners, staff to conduct research for the HPC's demolition review functions and to assist vendors in conducting historic preservation surveys, and other support staff;

c. Plaques or other designations to honor structures that are landmarked or add to the character of historic Old Town Louisville;

d. Public outreach and education efforts; and

e. Funding of public-private partnerships for preservation of buildings of historic significance.

Section 3. Funds for Incentives for Historic Preservation, to Preserve Character, and for New Construction:

a. All incentives shall be applied for and given on a voluntary basis. Property owners are encouraged to participate in these programs to preserve their historic resources and the character of Louisville.

b. Funding for incentives for historic preservation or to preserve the character of historic Old Town Louisville shall be used for purposes consistent with the establishment of the HPF, and shall include, but not be limited to:

i. Grants to fund the restoration or rehabilitation of existing resources. Grants may be given in installments upon the satisfactory completion of portions of the project, or given in total upon the satisfactory completion of the project. Conditions for the satisfactory completion of the project shall be given when the grant is awarded. Grants may be revoked if the conditions are not met. Grants given prior to the beginning of a project may be given only in suitable situations, as recommended by the HPC and approved by City Council;

ii. Low-interest loans to fund the restoration or rehabilitation of existing resources. The loans shall be administered by the City or a designee appointed by City Council, with loan payments returning to the HPF. Loans shall be evidenced by a loan agreement, guaranteed by the borrower (with individual guarantees as the City may in its discretion require), and secured by a lien on the property. The loan may provide for default and acceleration of the loan if the completed work is not as contemplated by the conditions of the loan. Further, if the work is not completed in compliance with the conditions of the loan, the loan amount shall be returned forthwith, with interest. Any costs in collecting the loan upon default shall be charged to the HPF;

iii. Reimbursements of City taxes or fees, to be given after the completion of work as outlined by the conditions of the incentives. Reimbursements might be for the sales taxes paid on materials purchased for the project, a portion of property taxes for a given time, inspection fees related to the project, or other taxes or fees.

c. While preservation is the primary purpose of this resolution, new structures may also qualify for the incentives outlined in section 3.b to preserve the character of historic Old Town Louisville. The purpose of these incentives is to limit mass, scale, and number of stories, to preserve setbacks, to preserve pedestrian walkways between buildings, and to utilize materials typical of historic buildings, above mandatory requirements. Review by the HPC of these projects for eligibility for incentives is not a substitute for City planning processes, but applications for incentives for new construction should be submitted to the HPC at the earliest possible point in the planning process. As part of its review, the HPC may make recommendations for variances from City codes that would provide incentives for preserving the character of historic Old Town Louisville, irrespective of whether its recommendations include HPF funding.

d. Except as noted below, to be considered for incentives funding, the owner must complete an application and submit it to the HPC, together with sufficient building plans, if appropriate. Applications may be submitted at any time. Applications shall initially be reviewed by HPC staff, followed by a recommendation to the HPC. The HPC shall make a recommendation to City Council for final action. Any recommendation by the HPC may be to grant some, all or none of the requested incentives. If the HPC recommendation is to grant the requested incentives in whole or part, it shall also forward recommendations regarding the terms of an agreement which must be met for receipt of the incentives. Priority shall be given to requests for loans, then rebates, then grants. All recommendations are subject to approval, rejection and/or modification by City Council, and City Council may return recommendations for further information or review. All incentives are subject to budgetary requirements and considerations, including review of amounts currently and foreseeably available in the HPF and appropriation in the discretion of City Council. Additions to existing structures may qualify for incentives if so recommended by the HPC and approved by City Council.

e. In all cases, receipt of incentives funding shall be conditioned on an agreement between the property owner and the City of Louisville that if eligible, the structure shall be landmarked pursuant to Louisville Municipal Code Chapter 15.36 and if not eligible, the owner shall grant the City a conservation easement to preserve the outside appearance of the structure or other historical attributes of the structure or site. If the property is subject to a mortgage, the City may condition incentive funding on provision of lender consent to the creation of the conservation easement. If the structure is

landmarked, then future alterations to the structure shall be determined in compliance with Louisville Municipal Code Chapter 15.36. The divestment by the City of any conservation easement granted to it shall require an affirmative vote of at least two-thirds (2/3) of the entire City Council. No divestiture may be approved prior to 15 years after the granting of the easement.

f. In the first year of the existence of the HPF, 50% of the incentives funds shall be set aside for residential projects. Any allocations thereafter shall be as determined by City Council. The HPC may provide recommendations on allocations of incentive funds on an annual basis.

Section 4. Acquisitions Funds: Use of Acquisition funds of the HPF shall include, but not be limited to:

a. The purchase of historic properties or properties which contribute to the character of historic Old Town Louisville. These properties, if eligible, shall be landmarked pursuant to Louisville Municipal Code Chapter 15.36 and if not eligible, shall have a conservation easement placed upon them to preserve the outside appearance of the structure or other historical attributes of the structure or site. Prior to the purchase of any property, a financial risk analysis shall be conducted, although City Council may base its approval on considerations other than financial. The City may perform any restoration or rehabilitation work necessary on properties the City acquires, subject to availability of funds therefor, and may then sell the properties unless retained for a municipal purpose. A conservation easement for historic preservation purposes may be placed on the property prior to or in connection with any sale. Any loss and any costs resulting from the acquisition, rehabilitation and sale of the property shall be charged to the HPF, while any profits shall be deposited to the HPF; and

b. The purchase of conservation easements to protect the appearance of structures that contribute to the character of historic Old Town Louisville. Easements funded by the City may be held solely by the City or jointly with another governmental entity or a third-party non-profit preservation organization.

Section 5. Contingency/Emergency Reserve Funds: In the first year of the existence of the HPF, 20% of the funds of the HPF shall be placed in a Contingency/Emergency Reserve. On an annual basis, the HPC and City Council shall reevaluate how much should be allocated to this Reserve. These funds shall be accessed only for incentives or acquisitions that become necessary due to exigent circumstances, upon the recommendation of the HPC and approval of City Council. "Exigent circumstances" for purposes of this section shall mean that the HPC has determined, with concurrence of City Council, that without urgent action, significant damage will be done to the historic fabric or character of Louisville.

Section 6. Nothing in this resolution is intended or shall be construed to require any appropriation of City funds.

PASSED AND ADOPTED this 2nd day of June, 2009.

Charles L. Sisk, Mayor

CITY OF LOUISVILLE SEAL COLORADO

ATTEST:

Nancy Varra, City Clerk

RESOLUTION NO. 20, SERIES 2010

A RESOLUTION ESTABLISHING ADDITIONAL INCENTIVES FOR THE HISTORIC PRESERVATION FUND TO ENCOURAGE LANDMARK DESIGNATIONS OF HISTORIC PROPERTIES IN THE CITY OF LOUISVILLE

WHEREAS, historic properties in the City of Louisville (the "City") are a major contributor to the character and quality of life of our City; and,

WHEREAS, the City Council, pursuant to the City Charter, established a Historic Preservation Commission to assist it in the preservation and landmarking of these properties; and,

WHEREAS, when properties are locally landmarked they are preserved for future posterity and enjoyment and continue to contribute to the unique character of our City; and

WHEREAS, at the November 4, 2008 election, the voters approved a ballot issue to levy one-eighth of one percent (1/8%) sales tax for purposes of historic preservation purposes within Historic Old Town Louisville; and,

WHEREAS, City Council by Ordinance No. 1544, Series 2008, imposed the tax approved by the voters and established the Historic Preservation Fund; and

WHEREAS, the City Council by Resolution No. 20, Series 2009, created provisions related to the administration and uses of the Historic Preservation Fund; and

WHEREAS, Resolution No. 20, Series 2009, authorizes the creation of grants programs to assist property owners in the rehabilitation and restoration of historic properties;

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

In order to facilitate the implementation of Resolution 20, Series 2009, the following provisions shall be enacted:

Section 1. Incentive program to encourage owners of historic homes to seek landmark designations:

a. An incentive of $1,000 shall be awarded to property owners whose properties are declared landmarks pursuant to Chapter 15.36 of the Louisville Municipal Code, with the attendant protections for landmarks pursuant to that chapter.

b. While property owners are encouraged to enhance and preserve the historic character of their property, incentives made under this section have no attached conditions and shall be approved by the City Council in conjunction with its approval of a landmark designation.

Section 2. Grant program for preserving, restoring, rehabilitating, or protecting landmarked property:

a. Grant categories. Grants of up to $5,000 will be made available to owners of properties that have been declared landmarks pursuant to Chapter 15.36 of the Louisville Municipal Code, if applied for within one year of the landmark designation. These grants are available for the following purposes:

   i. Preservation and restoration. These projects include measures directed towards sustaining the existing form, integrity, and materials of a historic property, including preliminary measures to protect and stabilize the property.

   ii. Rehabilitation. These projects include measures directed toward adapting a property to make efficient contemporary use of it while sensitively preserving the features of the property, which are significant to its historical, architectural, and cultural values. Sensitive upgrading of mechanical, electrical, and plumbing systems and other code-required work to make the property functional is appropriate within a preservation project. This category also includes the restoration of a property to a specific, significant point in its history.

   Routine maintenance is an allowable expense as a project. Routine maintenance includes painting, refinishing and exterior cleaning.

   iii. Pre-development. These projects include assessments of past and present historical features of a property for the purpose of properly and adequately documenting these characteristics. This includes assessing the physical condition of any existing historic features. Grants for this

purpose will be available to individuals desiring to do restoration and renovation projects.

Only proposals for projects to be completed on landmarked portions of a property will be considered.

Properties will still need to apply for and receive an Alteration Certificate from the Historic Preservation Commission prior to beginning work on the property.

b. The Historical Preservation Commission (HPC) will review all grant applications and make recommendations to the City Council for approval or disapproval. The City Council may approve, deny or return a proposal to the HPC for further information.

c. Grants may be given in installments upon the satisfactory completion of portions of the project, or given in total upon the satisfactory completion of the project. Conditions for the satisfactory completion of the project shall be given when the grant is awarded. Grants may be revoked if the conditions are not met. Grants given prior to the beginning of a project may be given only in suitable situations, as recommended by the HPC and approved by City Council.

d. Grants awarded pursuant to this Resolution do not preclude the award of other incentives from the Historic Preservation Fund.

e. In addition to the procedures outlined herein, the administration of grants shall be in compliance with all applicable procedures in Resolution No. 20, Series 2009.

PASSED AND ADOPTED this 20th day of April, 2010.

Charles L. Sisk, Mayor

ATTEST:

Nancy Varra, City Clerk

RESOLUTION NO. 2
SERIES 2012

A RESOLUTION ESTABLISHING ADDITIONAL INCENTIVES FROM THE HISTORIC PRESRVATION FUND TO ENCOURAGE HISTORIC LANDMARK DESIGNATIONS AND NEW BUILDINGS OF CHARACTER FOR RESIDENTIAL AND COMMERCIAL PROPERTIES IN THE CITY OF LOUISVILLE AND TO FACILITATE THE ASSESSMENT OF PROTECTED STRUCTURES

WHEREAS, historic properties and buildings of character in the City of Louisville (the "City") are major contributors to the City's economic prosperity and quality of life; and,

WHEREAS, the Louisville City Council, pursuant to the City Charter, established a Historic Preservation Commission to assist it in the preservation and landmarking of these properties; and,

WHEREAS, when properties are locally landmarked they are preserved for future posterity and enjoyment and continue contribution to the unique character of the City; and

WHEREAS, at the November 4, 2008 election, the voters approved a ballot issue to levy one-eighth of one percent (1/8%) sales tax for purposes of historic preservation purposes within Historic Old Town Louisville; and,

WHEREAS, City council by Ordinance No. 1544, Series 2008, imposed the tax approved by the voters and established the Historic Preservation Fund; and

WHEREAS, the City Council by Resolution No. 20, Series 2009, created provisions related to the administration and uses of the Historic Preservation Fund; and

WHEREAS, Resolution No. 20, Series 2009, authorized the creation of a grant program to assist property owners in the rehabilitation and restoration of historic properties and new buildings of character;

WHEREAS, Resolution No. 20, Series 2010, authorized the creation of incentives to assist property owners in the rehabilitation and restoration of historic properties;

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

In order to further facilitate and enhance the implementation of Resolution 20, Series 2009, and Resolution No. 20, Series 2010 the following provisions shall be enacted:

Section 1. Incentive program to encourage owners of historic structures and buildings of character to seek designations as landmarks or structures of merit:

a. An incentive of $10,000 shall be awarded to commercial property owners whose properties are declared landmarks pursuant to Chapter 15.36 of the Louisville Municipal Code, with the intended protections for landmarks pursuant to that chapter.

b. An incentive of $10,000 shall be awarded to commercial property owners whose properties are designated a Structure of Merit and who grant a conservation easement approved by the Louisville City Council. A property subject to a conservation easement is also subject to requirements for alteration certificates.

c. While property owners are encouraged to enhance and preserve the historic character of their property, incentives made under this section have no conditions other than landmark status or designation as a structure of merit.

Section 2. Grant program to conduct structural assessments of protected structures:

a. Any structure that is declared a landmark pursuant to Chapter 15.36 of the Louisville Municipal Code, or which is declared a Structure of Merit by the Historic Preservation Commission, shall undergo a building assessment to develop a preservation plan to establish priorities for the maintenance of the property.

b. For a period of 18 months from when a property is declared a landmark pursuant to Chapter 15.36 of the Louisville Municipal Code, or declared a Structure of Merit by the Historic Preservation Commission, the owner of the property shall be eligible for a grant from the Historic Preservation Fund in the amount of up to $900 for residential properties or up to $6,000 for commercial properties. Such grants shall be used solely to offset a portion or all of the cost of conducting a building assessment as described in this Section.

c. The assessment shall be conducted by a qualified consultant under contract with the City, or by a qualified consultant of the owner's choosing.

d. An exception to the requirement for a building assessment may be granted by the Historic Preservation Commission for good cause.

Section 3. Flexible grants for preserving, restoring, rehabilitating, or protecting landmarked property:

a. For a period of 18 months from when a property is declared a landmark pursuant to Chapter 15.36 of the Louisville Municipal Code the owner of the property shall be eligible for a grant from the Historic Preservation Fund in the amount of up to $5,000 for residential structures and up to $65,000 for commercial structures. These grants are available for the following purposes:

    i. Preservation and restoration: These projects include measures directed towards sustaining the existing form, integrity, and materials of a historic property, including preliminary measures to protect and stabilize the property. Up to 10% of a grant may be used for one-time actions considered routine maintenance. Routine maintenance includes painting, refinishing and exterior cleaning.

    ii. Rehabilitation: These projects include measures directed toward adapting a property to make efficient contemporary use of it while sensitively preserving the features of the property, which are significant to its historical, architectural, and cultural values. Sensitive upgrading of mechanical, electrical, and plumbing systems and other code-required work to make the property functional is appropriate within a rehabilitation project. This category also includes the restoration of a property to a specific, significant point in its history.

    iii. Pre-development: These projects include assessments of past and present historical features of a property for the purpose of properly and adequately documenting these characteristics. This includes assessing the physical condition of any existing historic features. Grants for this purpose will be available to individuals desiring to do restoration and renovation projects.

b. Grant funding may only be expended for the activities listed in this section for landmarked portions of a property.

Section 4. Incentive grants to encourage conservation easements on properties which contribute to the character, historical or architectural merit in Downtown Louisville and which are not eligible to be landmarked:

a. For a period of 18 months from when a property is designated by the City Council as a structure of merit, the owner of the property shall be eligible for a grant from the Historic Preservation Fund in the amount of up to $50,000. These grants are available for:

   i. Preserving, rehabilitating, restoring or protecting the property.

   ii. Offsetting costs of preserving the structural merit of a building that is being expanded pursuant to Section 17.16.280 and 17.28.050 of the Louisville Municipal Code.

b. Grant funding may only be expended for the activities listed in this section for those portions of a property designated to be a structure of merit.

Section 5. Focused preservation and/or restoration grants with matching funding requirements:

a. In addition to being eligible for the grants listed elsewhere in this Resolution, a property declared a landmark pursuant to Chapter 15.36 of the Louisville Municipal Code is eligible for a grant from the Historic Preservation Fund in the amount of up to $100,000 for commercial structures and up to $15,000 for residential structures activities described in this Section, or a series of grants totaling $100,000 for commercial structures and up to $15,000 for residential structures.

b. In addition to being eligible for the grants listed elsewhere in this Resolution, a property designated by the City Council as a structure of merit is eligible for a grant from the Historic Preservation Fund in the amount of up to $75,000 for commercial structures activities described in this Section.

c. Grants specified in this section may only be used for preservation and/or restoration projects: These projects include measures directed towards sustaining the existing form, integrity, and materials of a historic property. None of the funding awarded pursuant to this section may be used for any actions considered routine maintenance. Routine maintenance includes painting, refinishing and exterior cleaning.

d. All grants authorized under this Section shall be conditioned on the applicant matching at least one hundred percent (100 %) of the

amount of the grant with expenditures or an equivalent value of approved in-kind services that are integral to the project that is deemed eligible for a grant from the Historic Preservation Fund.

Section 6. New construction grants:

Owners of property on which new commercial structures or additions to existing commercial structures are proposed are eligible for grants of up to $75,000 total from the Historic Preservation Fund in order to limit mass, scale, and number of stories; to preserve setbacks, to preserve pedestrian walkways between buildings; and to utilize materials typical of historic buildings, above mandatory requirements.

Section 7. Maximum grant amounts and procedures:

a. The maximum combined amount of incentive and grant funding from the Historic Preservation Fund that any property may receive is limited to the following:

   i. $21,900 per property for a landmark residential structure

   ii. $181,000 per property for a landmark commercial structure

   iii. $141,000 per property for a designated commercial structure of merit

   iv. $75,000 for any new commercial construction project that limits the mass, scale, and number of stories; preserves setbacks, preserves pedestrian walkways between buildings; and utilizes materials typical of historic buildings, above mandatory requirements.

b. These limitations may be exceeded upon recommendation of the Historic Preservation Commission and approval by City Council upon a showing of extraordinary circumstances. Any grant exceeding the above limitations shall be conditioned on the applicant matching at least one hundred percent (100%) of the amount of the grant with expenditures or an equivalent value of approved in-kind services that are integral to the project that is deemed eligible for a grant from the Historic Preservation Fund.

c. The Historic Preservation Commission will review all grant applications and make recommendations to the City Council for approval or disapproval. The City Council may approve, deny or return a proposal to the HPC for further information.

d. Grants may be given in installments upon the satisfactory completion of portions of the project, or given in total upon the satisfactory completion of the project. Conditions for the satisfactory completion of the project shall be given when the grant is awarded. Grants may be revoked if the conditions are not met. Grants given prior to the beginning of a project may be given only in suitable situations, as recommended by the HPC and approved by City Council.

e. In addition to the procedures outlined herein, the administration of grants shall be in compliance with all applicable procedures in Resolution No. 20, Series 2009.

PASSED AND ADOPTED this 3RD day of January 2012.

CITY OF LOUISVILLE SEAL COLORADO

ATTEST:

Nancy Varra, City Clerk

Robert P. Muckle, Mayor

CITY OF LOUISVILLE ELECTION CALENDAR FOR NOVEMBER 8, 2016 ELECTION CONDUCTED AS A COORDINATED BALLOT ISSUE ELECTION

The following is a timeline for a special municipal election to be held on November 8, 2016, to be conducted as a coordinated election with Boulder County, in accordance with the Uniform Election Code of 1992, as amended. Deadlines required under Colo. Const. art X, § 20 for placing TABOR ballot issues on the ballot are included. Citations provided are to the Colorado Revised Statutes, as amended through 2015, unless otherwise noted. This timeline does not contain all deadlines under the Uniform Election Code or all deadlines under the Fair Campaign Practices Act.

July 19, 2016	Last regular City Council meeting at which to **pass on first reading any ordinance referring TABOR ballot issues** to the voters. In addition, on this date—or on any earlier date on which City Council either passes such an ordinance on first reading or otherwise determines to do so—City Council **must pass a resolution formally calling the special election**. The resolution must describe the purpose of the election. [Charter Sec. 6-3] (Special election must be called at least 60 days prior to the date of the election.) The resolution should include a determination that the City will utilize the requirements and procedures of the "Uniform Election Code of 1992" in lieu of the "Colorado Municipal Election Code of 1965." [31-10-102.7]
July 29, 2016	Last date to notify the Boulder County Clerk of the City's desire to participate in the November Coordinated Election. [1-7-116(5)] (100 days prior to the election – shifts to Friday before.)
August 2, 2016	Last regular City Council meeting at which to pass on second reading any ordinance referring TABOR ballot issues to the voters. (This date allows the ordinance to take effect prior to certification of the ballot content on September 9, 2016.)
August 16, 2016	Last regular City Council meeting at which to pass a resolution approving the coordinated election IGA with Boulder County. [1-7-116(2)] (IGA must be signed no later than 70 days prior to the election, which is August 30, 2016.)
August 30, 2016	Deadline for signing of coordinated election IGA with Boulder County. [1-7-116(2)] (70 days prior to the election.)

September 9, 2016	Last day for City Clerk to certify the ballot content to the County Clerk, including ballot issues and ballot questions and all TABOR ballot issue notice information except pro/con summaries. The certification shall be delivered to the County Clerk and Recorder [1-5-203(3)(a)] (no later than 60 days prior to the election.)
September 23, 2016	Last day to file written comments concerning TABOR ballot issues with the City Clerk. [Colo. Const. Art X, § 20(3)(b)(v); 1-7-901(4)] (Friday before the 45th day prior to the election.)
September 24, 2016	Last day to send ballots and ballot materials to overseas military voters. [1-8.3-110] (Saturday) (No later than 45 days prior to the election.) To be performed by the election official in each jurisdiction charged with distributing balloting materials.
September 27, 2016	City Clerk prepares summary of comments filed in favor of and in opposition to any TABOR ballot issue. Last day to transmit to County Clerk the full text of TABOR ballot issue notices, including pro/con summaries. [1-7-903(1); 1-7-904] (no later than 42 days prior to election.)
October 7, 2016	County Clerk mails TABOR ballot issue notices. [Colo. Const. Art X, § 20(3)(b)] (30 days prior to the election – shifts to Friday before.)
October 10, 2016	City Clerk must deliver, in person, to the County Clerk the new registration sheets for those persons who registered with the City Clerk. [1-2-202(2)] (no later than the tenth day of each month for the month immediately prior to the election.)
October 11, 2016	Any eligible elector may file a change of address form, stating under penalty of perjury, that the elector moved in order to vote at the new residence. An elector may file this change of address form by appearing in person at a voter service and polling center or the County Clerk's office at any time during which the voter service and polling center or office is open. Electors may also file a change of address form through the mail or electronically. [1-2-216(4)(a)]
October 17-21, 2016	County Clerk mails mail ballot packets to electors [1-7.5-107(3)(a)(I)] (No earlier than 22 days before election and no later than 18 days before election.)
October 18, 2016	Deadline for filing of Contribution and Expenditures Reports for committees active in 2016 Coordinated Election. [1-45-108(2)(a)(II)] (21 days prior to the election.)

October 19, 2016 — Last day for City Clerk (or County Clerk if so provided in the IGA) to provide notice by publication of election stating information required by 1-5-205(1). If completed by the City Clerk, a copy of the notice shall be mailed to the County Clerk. The notice shall include the items provided in 1-5-205(1)(a) to (1)(e). [1-7.5-107(2.5)] (No later than 20 days prior to election; however, it is recommended that notice be published several days in advance of the deadline and that notice also appear on the City's website.)

Last day to post on City website additional notice and information required for any TABOR ballot issue concerning the creation of any debt or other financial obligation. [1-7-908] (20 days prior to the election.)

Last day to post Polling location or ballot drop-off location identification signs. [1-5-106] (20 days prior to the election.)

October 24, 2016 — Counting of mail-in ballots may begin and continue until counting is complete. No results to be released until after 7 p.m. on Election Day. [1-7.5-107.5] (15 days prior to election.)

October 28, 2016 — Last day for designated election official to post notice of the election. Posting must occur in a conspicuous place in the office of the designated election official and remain until two days after the election. [1-5-205(1.3)] (NOTE: It is recommended that notice be published and posted several days in advance of the deadline and posted on the City's website.) (10 days prior to the election is Saturday, October 29th.)

October 31, 2016 — Last day to submit an electronic change of address form through the online voter registration system or by submitting by mail a change of address form that is received by the County Clerk no later than the close of business on the eighth day before any election. [1-2-216(4)(a)] (8 days prior to the election.)

November 1, 2016 — Last day for overseas voters and military voters serving outside the state to submit an application for a ballot if they wish to receive the ballot by mail. [1-8.3-109] (7 days prior to the election.)

November 4, 2016 — Deadline for filing of Contribution and Expenditures Reports for committees active in the 2016 Coordinated Election. [1-45-108(2)(a)(II)] (Friday before the election and 30 days after the election.)

November 8, 2016 **Election Day.**

Emergency or replacement mail-in ballot requests must be made before 5:00 p.m. and returned no later than 7:00 p.m. [1-7.5-115]

All ballots, including emergency or replacement ballots must be returned to the County Clerk by 7:00 p.m. when polls close. [1-7.5-115]

Voters may register to vote or make a change of address up to and including Election Day at a voting service and polling center. [1-2-201 and 1-2-217.7]

November 25, 2016 Last day to canvass the votes. The County Clerk conducts the canvass, but the City may participate. Canvass board shall certify the official abstract of votes cast to the designated election official. [1-10-203(1)] (17 days after election.)

December 8, 2016 Filing of contribution and expenditure repors Post-election Contribution and Expenditures report due for committees active in 2016 Coordinated Election. [1-45-108(2)(a)(II)] (Thirty days following the election.)

City of Louisville

COLORADO • SINCE 1878

Louisville Recreation Center Tax Survey

2016

NRC
National Research Center Inc

2955 Valmont Road Suite 300 • Boulder, CO 80301
303-444-7863 • nrc@n-r-c.com •www.n-r-c.com

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Summary

- The City of Louisville contracted with National Research Center, Inc. (NRC) to develop and administer a topical survey to measure citizen opinions about possible tax questions for the 2016 ballot related to the expansion of the Recreation and Senior Center and Aquatics Facilities.
- The Louisville Recreation Center Tax Survey was administered by phone using an eligible registered voters list obtained from the County of Boulder Elections Office.
- A total of 400 surveys were completed, with a response rate of 8%.
- The margin of error is plus or minus five percentage points around any given percentage point for the entire sample.

Residents of Louisville think highly of their City government's performance.

- About 8 in 10 residents awarded high marks to Louisville's government performance, including the overall direction of the City, overall confidence in City government and City government acting in the best interest of the community.
- Residents who had lived in Louisville 16 years or longer tended to give lower marks to some aspects of government performance, including the overall direction of the City, overall confidence in government and the government acting in the best interest of the community than respondents who had lived in the community a shorter time.
- Residents who awarded high marks to all aspects of government performance were also more likely to report they would vote in favor of a property/sales tax combination or two property taxes to support the recreation center than those who did not view government performance as favorably. These residents with a high-regard for Louisville government were also more supportive of the extension of the historical preservation tax.

A majority of voters would vote for an expansion for the Recreation Center and were influenced by the possible amenities that would be included and the expiration of the Library Bond tax.

- Overall, when asked whether they would vote to increase their property taxes to finance a 25-year bond for the expansion of the Recreation and Senior Center and to improve Memory Square Pool, 74% of voters said they would be willing to pay at least $110 a year. By comparison, 15% would vote "no" to any tax increase to fund the Recreation and Senior Center and Memory Square Pool improvements, while 10% would vote "yes" to amounts between $1 and $100. Of those willing to pay at least $110 per year, 69% would pay at least $125 or and 57% would pay $150 a year.
- Voter segments more likely to vote for a property tax increase to finance the 25-year bond to expand the Recreation and Senior Center included voters who had lived in Louisville 5 years or less, voters who did not have household members over the age of 65,

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those who had children, renters, those under the age of 55 and those who had higher household incomes.

- A majority of Louisville residents (54%) reported they would be much or a little more likely to vote in favor of a property tax increase when they were informed of the possible amenities, such as family locker rooms, a new leisure pool and a new spinning studio, which would be included in the expansion.
- Louisville voters who were much or a little more likely to vote for the expansion of the recreation center after hearing about the potential amenities were also more likely to have used the recreation center or Memory Square Pool than those who were less likely to vote in favor of the expansion.
- When informed about the expiration of the Library bond and the subsequent reduction in their property taxes in 2018, about two-thirds of respondents indicated this knowledge made them much or slightly more likely to vote in favor of the tax increases for expanding the recreation center. For about 20% of respondents, it would make no difference in their level of support for the measure.

Louisville voters would be open to funding the recreation center expansion with either a sales tax or property tax.

- About one-quarter of voters would "strongly" support a sales tax for the maintenance and operations costs of an expanded recreation center while about 2 in 10 would "strongly" oppose a sales tax. However, 4 in 10 "somewhat" supported using a sales tax while only 2 in 10 "somewhat" opposed it. Overall, 64% of voters supported the sales tax increase.
- Similarly, close to 6 in 10 supported a property tax for the maintenance and operations of the recreation center, but 2 in 10 strongly opposed a property tax increase for these costs.
- Over half of Louisville voters indicated they would be very or somewhat likely to vote in favor of either a property/sales tax combination or two property taxes to fund and maintain an expanded recreation center.
- Compared to other voters, younger voters, those who had children under 18 in the household, voters who had lived in Louisville 15 years or less and those who rented their residences were more likely to strongly or somewhat support either a sales tax or property tax increase to fund the cost of maintenance and operations for an expanded recreation center. These residents also were more likely to vote in favor of passing both the property tax increase for the construction at the recreation center and either a property tax or sales tax increase for the maintenance and operation of the facility.

Residents would prefer to have a property and sales tax increase and continue the Historic Preservation Sales tax

- Regarding the tax increases for the expansion of the recreation center, about 6 in 10 voters would vote for a property and sales tax increase, while about 4 in 10 would vote for two property tax increases.

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- A majority of respondents would also vote in favor of extending the Historical Preservation tax until 2028.
- Voters who had lived in the City of Louisville for over 16 years, homeowners, those who were older (age 55 and higher) or those who did not have minor children in the home were less likely to vote in favor of any tax increase or extension.

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Tables of Results

The following pages contain a complete set of responses to each question on the survey, excluding the "not familiar" responses.

Survey Results

Table 1: Question 1

Are you currently registered to vote at the address where you live today and are eligible to vote in local elections this year?	Percent	Number
Yes	100%	N=400
No	0%	N=0
Total	100%	N=400

Table 2: Question 2

First, please tell me how would you rate each of the following aspects of the City of Louisville's government performance? What about…	Excellent		Good		Fair		Poor		Total	
The overall direction that the City of Louisville is taking	25%	N=95	55%	N=210	15%	N=57	6%	N=24	100%	N=385
Your overall confidence in the Louisville government	27%	N=105	55%	N=212	14%	N=54	4%	N=14	100%	N=386
The Louisville City government acting in the best interest of the community	27%	N=105	52%	N=199	16%	N=62	4%	N=15	100%	N=381

Table 3: Question 3

How much, if anything, have you heard lately about a possible tax measure for the City of Louisville on the November election ballot? Would you say you've heard nothing, only a little, some, or a lot about anything like that?	Percent	Number
Nothing	73%	N=292
Only a little	19%	N=76
Some	6%	N=23
A lot	2%	N=8
Total	100%	N=398

Table 4: Question 4

How do you feel about your property taxes? Would you say they are…	Percent	Number
About right	55%	N=179
A little too high	30%	N=98
Much too high	15%	N=51
Total	100%	N=328

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Table 5: Question 5

The City is considering a ballot question this November that would ask voters to approve a property tax increase to finance a 25-year bond of approximately $25-$30 million to expand the Recreation and Senior Center and improve Memory Square Pool.	For		Against		Total	
If your property tax increase was $110 per year for a home valued at $500,000, would you vote for or against it?	51%	N=96	49%	N=92	100%	N=188
If the amount was $125 per year for a home valued at $500,000 would you still vote for it?	70%	N=173	30%	N=74	100%	N=247
And if it was $150?	77%	N=214	23%	N=65	100%	N=279

In order to test whether respondents would be influenced by the first dollar amount they hear, respondents were asked at random one of three series of questions, which varied the order of the amounts they might be willing to pay for the expansion. One-third of respondents were asked each question series.

Table 6: Question 5d

{If not willing to pay at least $110} What is the most you would be willing to pay?	Percent	Number
Nothing	56%	N=56
$1	1%	N=1
$5	1%	N=1
$10	2%	N=2
$19	1%	N=1
$25	2%	N=2
$30	1%	N=1
$40	1%	N=1
$50	20%	N=20
$55	2%	N=2
$60	2%	N=2
$75	4%	N=4
$80	1%	N=1
$96	1%	N=1
$100	6%	N=6
Total	100%	N=100

Only asked of those who were not willing to pay any of the prescribed amounts ($110, $125, or $150).

Table 7: Maximum Amount Willing to Pay for Recreation and Senior Center

Maximum amount each respondent is willing to pay for the expansion of the recreation and senior center	Percent	Number
Nothing	15%	N=56
$1-$50	7%	N=27
$51-$100	3%	N=13
$110	5%	N=19
$125	12%	N=43
$150	57%	N=214
Total	100%	N=372

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Table 8: Question 6

Some of the features and amenities that would be included in a renovated and expanded recreation center include new family locker rooms, locker rooms upgrades, an expanded fitness center, a new spinning studio, new leisure pool, Memory Square pool improvements and a renovated seniors area, among others. Knowing about some of the potential new features and amenities at the recreation center, how much more or less likely are you to vote in favor of the property tax increase I previously mentioned? Would you say you are…	Percent	Number
Much more likely to vote in favor	24%	N=94
A little more likely	30%	N=118
No more or less likely	30%	N=117
A little less likely	6%	N=22
Much less likely to vote in favor	10%	N=39
Total	100%	N=389

Table 9: Question 7

To fund the estimated $750,000 per year increase in the cost of maintenance and operations for an expanded recreation center, the City is considering either a sales tax increase of approximately 20 cents on every $100 spent, or a property tax increase of approximately $51 per year for a home valued at $500,000. To what extent would you support or oppose:	Strongly support		Somewhat support		Somewhat oppose		Strongly oppose		Total	
A sales tax increase of approximately 20 cents on every $100 spent for the cost of maintenance and operations	26%	N=97	38%	N=142	17%	N=65	20%	N=75	100%	N=379
A property tax increase of approximately $51 per year for a home valued at $500,000 for the cost of maintenance and operations	22%	N=83	38%	N=146	20%	N=77	21%	N=79	100%	N=384

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Table 10: Question 8

In order for the recreation center renovations and expansion to occur, voters would have to pass both the property tax increase for the construction of the new features and the property or sales tax increase for the maintenance and operations of the facility once all construction is complete. Knowing this, how likely are you to vote in favor of …	Very likely		Somewhat likely		Somewhat unlikely		Very unlikely		Total	
A property tax increase for the construction AND a sales tax increase for the operations and maintenance	24%	N=95	40%	N=153	14%	N=53	22%	N=86	100%	N=387
A property tax increase for the construction AND a property tax increase for the operations and maintenance	20%	N=78	41%	N=158	15%	N=59	23%	N=89	100%	N=384

Table 11: Question 9

The City is currently paying on a bond that built the Library in 2006. Payments on this bond end in 2018 and your property tax will then be reduced. Paying off the library bond does not mean that money will be taken from the Library and put toward the recreation center. It just means that the City will have paid off costs of building the library. Knowing in two years property taxes for a home valued at $500,000 will drop by approximately $60 per year, how likely are you to vote in favor of the tax increases for the recreation center expansion. Would you say you would be …	Percent	Number
Much more likely to vote in favor	28%	N=110
A little more likely	33%	N=131
No more or less likely	20%	N=80
A little less likely	6%	N=25
Much less likely to vote in favor	12%	N=47
Total	100%	N=393

Table 12: Question 10

The City currently has a Historic Preservation Sales Tax that is set to expire in 2018. The city is considering asking voters to continue the existing sales tax until 2028, which means the tax amount would be maintained, not increased. Knowing that the November ballot could include the two tax increases for the expansion of the recreation center and a continuation of the existing historic preservation sales tax, which of these ballot measures would you vote in favor of?	Yes		No		Total	
A property AND sales tax increases for the recreation center	63%	N=233	37%	N=139	100%	N=372
Two property tax increases for the recreation center	44%	N=154	56%	N=194	100%	N=348
The extension of the historical preservation sales tax	61%	N=220	39%	N=140	100%	N=361

Prepared by National Research Center, Inc.

Respondent Characteristics

Table 13: Use of Louisville Facilities

Please tell me if you or any members of your household currently use each of the following Louisville facilities. What about...	Yes		No		Don't know		Total	
Recreation Center	71%	N=284	27%	N=109	2%	N=7	100%	N=400
Senior Center	17%	N=66	82%	N=328	1%	N=6	100%	N=400
Memory Square Pool	32%	N=130	66%	N=262	2%	N=8	100%	N=400

Table 14: Presence of children in household

Presence of children	Percent	Number
Yes	36%	N=142
No	64%	N=253
Total	100%	N=395

Table 15: Presence of older adults in household

Presence of adults over 65	Percent	Number
Yes	29%	N=116
No	71%	N=278
Total	100%	N=394

Table 16: Length of residency

How long have you lived in the City of Louisville? Has it been…	Percent	Number
Less than 2 years	9%	N=35
2 to 5 years	13%	N=52
6 to 10 years	17%	N=68
11 to 15 years	14%	N=53
16 to 20 years	13%	N=52
Over 20 years	34%	N=132
Total	100%	N=392

Table 17: Respondent housing tenure

Do you rent or own your home?	Percent	Number
Rent	19%	N=73
Own	81%	N=316
Total	100%	N=389

Prepared by National Research Center, Inc.

Table 18: Respondent household income

Please stop me when I reach the category that includes your household's total annual income from all sources and all residents at this address.	Percent	Number
Under $25,000	5%	N=15
$25,000 to less than $50,000	11%	N=36
$50,000 to less than $75,000	17%	N=53
$75,000 to less than $100,000	16%	N=51
$100,000 to less than $150,000	25%	N=79
$150,000 or more	26%	N=83
Total	100%	N=318

Table 19: Respondent age

Please stop me when I reach the category that includes your age.	Percent	Number
18 to 24 years	6%	N=24
25 to 34 years	16%	N=60
35 to 44 years	18%	N=68
45 to 54 years	22%	N=84
55 to 64 years	15%	N=59
65 years and over	24%	N=91
Total	100%	N=386

Table 20: Respondent gender

	Percent	Number
Female	51%	N=206
Male	49%	N=194
Total	100%	N=400

Prepared by National Research Center, Inc.

Complete Survey Responses

The following pages contain a complete set of responses to each question on the survey, including the "don't know/refused" responses. The percent of respondents giving a particular response is shown followed by the number of respondents.

Table 21: Question 1

Are you currently registered to vote at the address where you live today and are eligible to vote in local elections this year?	Percent	Number
Yes	100%	N=400
No	0%	N=0
Don't know/Refused	0%	N=0
Total	100%	N=400

Table 22: Question 2

First, please tell me how would you rate each of the following aspects of the City of Louisville's government performance? What about…	Excellent		Good		Fair		Poor		Don't know/Refused		Total	
The overall direction that the City of Louisville is taking	24%	N=95	53%	N=210	14%	N=57	6%	N=24	4%	N=15	100%	N=400
Your overall confidence in the Louisville government	26%	N=105	53%	N=212	14%	N=54	3%	N=14	4%	N=14	100%	N=400
The Louisville City government acting in the best interest of the community	26%	N=105	50%	N=199	16%	N=62	4%	N=15	5%	N=19	100%	N=400

Table 23: Question 3

How much, if anything, have you heard lately about a possible tax measure for the City of Louisville on the November election ballot? Would you say you've heard nothing, only a little, some, or a lot about anything like that?	Percent	Number
Nothing	73%	N=292
Only a little	19%	N=76
Some	6%	N=23
A lot	2%	N=8
Don't know/Refused	0%	N=2
Total	100%	N=400

Prepared by National Research Center, Inc.

Table 24: Question 4

How do you feel about your property taxes? Would you say they are…	Percent	Number
About right	45%	N=179
A little too high	24%	N=98
Much too high	13%	N=51
Don't know/Refused	18%	N=72
Total	100%	N=400

Table 25: Question 5

The City is considering a ballot question this November that would ask voters to approve a property tax increase to finance a 25-year bond of approximately $25-$30 million to expand the Recreation and Senior Center and improve Memory Square Pool.	For		Against		Don't know/Refused		Total	
If your property tax increase was $110 per year for a home valued at $500,000, would you vote for or against it?	43%	N=96	42%	N=92	15%	N=33	100%	N=221
If the amount was $125 per year for a home valued at $500,000 would you still vote for it?	64%	N=173	27%	N=74	8%	N=23	100%	N=269
And if it was $150?	74%	N=214	22%	N=65	4%	N=11	100%	N=290

In order to test whether respondents would be influenced by the first dollar amount they hear, respondents were asked at random one of three series of questions, which varied the order of the amounts they might be willing to pay for the expansion. One-third of respondents were asked each question series.

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Table 26: Question 5d

{If not willing to pay at least $110} What is the most you would be willing to pay?	Percent	Number
Nothing	44%	N=56
$1	1%	N=1
$5	1%	N=1
$10	1%	N=2
$19	1%	N=1
$25	1%	N=2
$30	1%	N=1
$40	1%	N=1
$50	16%	N=20
$55	2%	N=2
$60	1%	N=2
$75	3%	N=4
$80	1%	N=1
$96	1%	N=1
$100	5%	N=6
Don't know/Refused	22%	N=28
Total	100%	N=128

Only asked of those who were not willing to pay any of the prescribed amounts ($110, $125, or $150).

Table 27: Maximum Amount Willing to Pay for Recreation and Senior Center

Maximum amount each respondent is willing to pay for the expansion of the recreation and senior center	Percent	Number
Nothing	14%	N=56
$1-$50	7%	N=27
$51-$100	3%	N=13
$110	5%	N=19
$125	11%	N=43
$150	53%	N=214
Don't know/refused	7%	N=28
Total	100%	N=400

Prepared by National Research Center, Inc.

Table 28: Question 6

Some of the features and amenities that would be included in a renovated and expanded recreation center include new family locker rooms, locker rooms upgrades, an expanded fitness center, a new spinning studio, new leisure pool, Memory Square pool improvements and a renovated seniors area, among others. Knowing about some of the potential new features and amenities at the recreation center, how much more or less likely are you to vote in favor of the property tax increase I previously mentioned? Would you say you are…	Percent	Number
Much more likely to vote in favor	23%	N=94
A little more likely	29%	N=118
No more or less likely	29%	N=117
A little less likely	5%	N=22
Much less likely to vote in favor	10%	N=39
Don't know/Refused	3%	N=11
Total	100%	N=400

Table 29: Question 7

To fund the estimated $750,000 per year increase in the cost of maintenance and operations for an expanded recreation center, the City is considering either a sales tax increase of approximately 20 cents on every $100 spent, or a property tax increase of approximately $51 per year for a home valued at $500,000. To what extent would you support or oppose:	Strongly support		Somewhat support		Somewhat oppose		Strongly oppose		Don't know/Refused		Total	
A sales tax increase of approximately 20 cents on every $100 spent for the cost of maintenance and operations	24%	N=97	36%	N=142	16%	N=65	19%	N=75	5%	N=21	100%	N=400
A property tax increase of approximately $51 per year for a home valued at $500,000 for the cost of maintenance and operations	21%	N=83	36%	N=146	19%	N=77	20%	N=79	4%	N=16	100%	N=400

Prepared by National Research Center, Inc.

Table 30: Question 8

In order for the recreation center renovations and expansion to occur, voters would have to pass both the property tax increase for the construction of the new features and the property or sales tax increase for the maintenance and operations of the facility once all construction is complete. Knowing this, how likely are you to vote in favor of …	Very likely		Somewhat likely		Somewhat unlikely		Very unlikely		Don't know/Refused		Total	
A property tax increase for the construction AND a sales tax increase for the operations and maintenance	24%	N=95	38%	N=153	13%	N=53	22%	N=86	3%	N=13	100%	N=400
A property tax increase for the construction AND a property tax increase for the operations and maintenance	19%	N=78	39%	N=158	15%	N=59	22%	N=89	4%	N=16	100%	N=400

Table 31: Question 9

The City is currently paying on a bond that built the Library in 2006. Payments on this bond end in 2018 and your property tax will then be reduced. Paying off the library bond does not mean that money will be taken from the Library and put toward the recreation center. It just means that the City will have paid off costs of building the library. Knowing in two years property taxes for a home valued at $500,000 will drop by approximately $60 per year, how likely are you to vote in favor of the tax increases for the recreation center expansion. Would you say you would be …	Percent	Number
Much more likely to vote in favor	27%	N=110
A little more likely	33%	N=131
No more or less likely	20%	N=80
A little less likely	6%	N=25
Much less likely to vote in favor	12%	N=47
Don't know/Refused	2%	N=7
Total	100%	N=400

Prepared by National Research Center, Inc.

Table 32: Question 10

The City currently has a Historic Preservation Sales Tax that is set to expire in 2018. The city is considering asking voters to continue the existing sales tax until 2028, which means the tax amount would be maintained, not increased. Knowing that the November ballot could include the two tax increases for the expansion of the recreation center and a continuation of the existing historic preservation sales tax, which of these ballot measures would you vote in favor of?	Yes		No		Don't know/Refused		Total	
A property AND sales tax increases for the recreation center	58%	N=233	35%	N=139	7%	N=28	100%	N=400
Two property tax increases for the recreation center	38%	N=154	49%	N=194	13%	N=52	100%	N=400
The extension of the historical preservation sales tax	55%	N=220	35%	N=140	10%	N=39	100%	N=400

Table 33: Use of Louisville Facilities

Please tell me if you or any members of your household currently use each of the following Louisville facilities. What about...	Yes		No		Don't know		Total	
Recreation Center use	71%	N=284	27%	N=109	2%	N=7	100%	N=400
Senior Center use	17%	N=66	82%	N=328	1%	N=6	100%	N=400
Memory Square Pool use	32%	N=130	66%	N=262	2%	N=8	100%	N=400

Table 34: Presence of children in household

Presence of children	Percent	Number
Yes	35%	N=142
No	63%	N=253
Don't know	1%	N=5
Total	100%	N=400

Table 35: Presence of older adults in household

Presence of adults over 65	Percent	Number
Yes	29%	N=116
No	69%	N=278
Don't know	1%	N=6
Total	100%	N=400

Prepared by National Research Center, Inc.

Table 36: Length of residency

How long have you lived in the City of Louisville? Has it been…	Percent	Number
Less than 2 years	9%	N=35
2 to 5 years	13%	N=52
6 to 10 years	17%	N=68
11 to 15 years	13%	N=53
16 to 20 years	13%	N=52
Over 20 years	33%	N=132
Don't know/Refused	2%	N=8
Total	100%	N=400

Table 37: Respondent housing tenure

Do you rent or own your home?	Percent	Number
Rent	18%	N=73
Own	79%	N=316
Don’t know/Refused	3%	N=11
Total	100%	N=400

Table 38: Respondent household income

Please stop me when I reach the category that includes your household's total annual income from all sources and all residents at this address.	Percent	Number
Under $25,000	4%	N=15
$25,000 to less than $50,000	9%	N=36
$50,000 to less than $75,000	13%	N=53
$75,000 to less than $100,000	13%	N=51
$100,000 to less than $150,000	20%	N=79
$150,000 or more	21%	N=83
Don't know/Refused	20%	N=82
Total	100%	N=400

Prepared by National Research Center, Inc.

Table 39: Respondent age

Please stop me when I reach the category that includes your age.	Percent	Number
18 to 24 years	6%	N=24
25 to 34 years	15%	N=60
35 to 44 years	17%	N=68
45 to 54 years	21%	N=84
55 to 64 years	15%	N=59
65 years and over	23%	N=91
Don't know/Refused	4%	N=14
Total	100%	N=400

Table 40: Respondent gender

	Percent	Number
Female	51%	N=206
Male	49%	N=194
Total	100%	N=400

Prepared by National Research Center, Inc.

Appendix A: Subgroup Comparisons for Selected Survey Questions

Responses in the following tables show only the proportion of respondents giving a certain answer; for example, the percent of respondents who rated the overall direction that the City of Louisville is taking as "excellent" or "good," or the percent of respondents who used the recreation center. ANOVA and chi-square tests of significance were applied to these comparisons of survey questions. A "p-value" of 0.05 or less indicates that there is less than a 5% probability that differences observed between subgroups are due to chance; or in other words, a greater than 95% probability that the differences observed are "real." Where differences were statistically significant, they have been shaded grey.

Comparisons by Respondent Characteristics

- Voters who had lived in Louisville 16 years or longer tended to give lower marks to aspects of government performance, including the overall direction of the City, overall confidence in government and the government acting in the best interest of the community than respondents who had lived in the community a shorter time.
- Louisville voters who had children under the age of 18, those who had lived in the community less than 16 years, voters who made $150,000 a year or more, those aged 35-54 or males were more likely to indicate that their property taxes were about right when compared to their counterparts.
- Voters who had lived in Louisville 5 years or less, respondents who did not have household members over the age of 65, those who had children, renters, those under the age of 55 or individuals who had higher household incomes ($150,000 a year or more) were more likely to vote for a property tax increase to finance the 25-year bond to expand the Recreation and Senior Center than other survey participants.
- Younger voters, those who had children under 18 in the household, voters who had lived in Louisville 15 years or less or those who rented their residences were more likely to strongly or somewhat support either a sales tax or property tax increase to fund the cost of maintenance and operations for an expanded recreation center compared to other voters. These residents also tended to be more likely to vote in favor of passing both the property tax increase for the construction of the new features for the recreation center and either a property tax or sales tax increase for the operation of the facility.
- Voters who had lived in the City of Louisville for over 16 years, homeowners, residents who were older (age 55 and higher) or did not have minor children in the home were less likely to say they would vote in favor of a property/sales tax increase for the recreation center, two property tax increases or the extension of the historical preservation tax that will expire in 2018.

Prepared by National Research Center, Inc.

Table 41: Government Performance by Presence of Children, Presence of Older Adults, Length of Residence and Housing Tenure

First, please tell me how would you rate each of the following aspects of the City of Louisville's government performance? What about… (Percent excellent or good)	Children under the age of 18		Adults over the age of 65		Length of residency			Rent or own		
	Yes	No	Yes	No	5 years or less	6-15 years	16 years or more	Rent	Own	Overall
The overall direction that the City of Louisville is taking	82%	78%	74%	82%	91%	82%	73%	77%	80%	79%
Your overall confidence in the Louisville government	87%	80%	79%	84%	95%	88%	75%	84%	82%	82%
The Louisville City government acting in the best interest of the community	85%	77%	75%	82%	94%	83%	72%	84%	79%	80%

Table 42: Government Performance by Household Income, Respondent Age and Respondent Gender

First, please tell me how would you rate each of the following aspects of the City of Louisville's government performance? What about… (Percent excellent or good)	Household income				Age			Respondent gender		
	Under $50,000	$50,000-$99,999	$100,000-$149,999	$150,000 or more	18-34	35-54	55+	Female	Male	Overall
The overall direction that the City of Louisville is taking	64%	82%	80%	84%	88%	81%	74%	78%	80%	79%
Your overall confidence in the Louisville government	77%	83%	86%	83%	86%	85%	80%	86%	78%	82%
The Louisville City government acting in the best interest of the community	71%	81%	85%	80%	89%	82%	76%	82%	77%	80%

Table 43: Informed about Ballot Tax Measure by Presence of Children, Presence of Older Adults, Length of Residence and Housing Tenure

How much, if anything, have you heard lately about a possible tax measure for the City of Louisville on the November election ballot?	Children under the age of 18		Adults over the age of 65		Length of residency			Rent or own		
	Yes	No	Yes	No	5 years or less	6-15 years	16 years or more	Rent	Own	Overall
Percent heard a lot or some	9%	7%	10%	7%	3%	8%	10%	6%	8%	8%

Prepared by National Research Center, Inc.

Table 44: Informed about Ballot Tax Measure by Household Income, Respondent Age and Respondent Gender

How much, if anything, have you heard lately about a possible tax measure for the City of Louisville on the November election ballot?	Household income				Age			Respondent gender		Overall
	Under $50,000	$50,000-$99,999	$100,000-$149,999	$150,000 or more	18-34	35-54	55+	Female	Male	
Percent heard a lot or some	14%	6%	8%	8%	4%	9%	9%	8%	8%	8%

Table 45: Perceptions of Property Tax Levels by Presence of Children, Presence of Older Adults, Length of Residence and Housing Tenure

How do you feel about your property taxes?	Children under the age of 18		Adults over the age of 65		Length of residency			Rent or own		Overall
	Yes	No	Yes	No	5 years or less	6-15 years	16 years or more	Rent	Own	
Percent about right	70%	46%	48%	58%	63%	68%	43%	55%	55%	55%

Table 46: Perceptions of Property Tax Levels by Household Income, Respondent Age and Respondent Gender

How do you feel about your property taxes?	Household income				Age			Respondent gender		Overall
	Under $50,000	$50,000-$99,999	$100,000-$149,999	$150,000 or more	18-34	35-54	55+	Female	Male	
Percent about right	35%	54%	58%	70%	50%	67%	45%	48%	62%	55%

Table 47: Support for Property Tax Increase by Presence of Children, Presence of Older Adults, Length of Residence and Housing Tenure

The City is considering a ballot question this November that would ask voters to approve a property tax increase to finance a 25-year bond of approximately $25-$30 million to expand of the Recreation and Senior Center and improve Memory Square Pool. (Percent for)	Children under the age of 18		Adults over the age of 65		Length of residency			Rent or own		Overall
	Yes	No	Yes	No	5 years or less	6-15 years	16 years or more	Rent	Own	
If your property tax increase was $110 per year for a home valued at $500,000, would you vote for or against it?	67%	43%	40%	56%	60%	68%	38%	66%	47%	51%
If the amount was $125 per year for a home valued at $500,000 would you still vote for it?	75%	67%	60%	74%	81%	77%	60%	79%	68%	70%
And if it was $150?	89%	69%	64%	82%	85%	83%	68%	80%	76%	77%

Prepared by National Research Center, Inc.

Table 48: Support for Property Tax Increase by Household Income, Respondent Age and Respondent Gender

The City is considering a ballot question this November that would ask voters to approve a property tax increase to finance a 25-year bond of approximately $25-$30 million to expand of the Recreation and Senior Center and improve Memory Square Pool. (Percent for)	Household income				Age			Respondent gender		
	Under $50,000	$50,000-$99,999	$100,000-$149,999	$150,000 or more	18-34	35-54	55+	Female	Male	Overall
If your property tax increase was $110 per year for a home valued at $500,000, would you vote for or against it?	44%	43%	48%	79%	67%	61%	38%	53%	48%	51%
If the amount was $125 per year for a home valued at $500,000 would you still vote for it?	50%	61%	80%	84%	83%	72%	62%	67%	73%	70%
And if it was $150?	64%	66%	91%	92%	84%	86%	63%	75%	79%	77%

Table 49: Maximum Amount Willing to Pay for Expansion by Presence of Children, Presence of Older Adults, Length of Residence and Housing Tenure

Maximum amount respondents are willing to pay	Children under the age of 18		Adults over the age of 65		Length of residency			Rent or own		Overall
	Yes	No	Yes	No	5 years or less	6-15 years	16 years or more	Rent	Own	
Nothing	9%	19%	21%	13%	9%	8%	23%	8%	16%	15%
$1-$100	9%	12%	14%	9%	10%	10%	12%	9%	11%	11%
$110	5%	5%	7%	4%	1%	7%	6%	4%	5%	5%
$125	6%	14%	11%	11%	12%	10%	11%	15%	11%	12%
$150	71%	49%	46%	62%	69%	64%	47%	65%	57%	57%

Prepared by National Research Center, Inc.

Table 50: Maximum Amount Willing to Pay for Expansion by Household Income, Respondent Age and Respondent Gender

Maximum amount respondents are willing to pay	Household income				Age			Respondent gender		
	Under $50,000	$50,000-$99,999	$100,000-$149,999	$150,000 or more	18-34	35-54	55+	Female	Male	Overall
Nothing	20%	15%	15%	4%	8%	13%	20%	14%	17%	15%
$1-$100	9%	18%	8%	7%	7%	7%	17%	12%	9%	11%
$110	13%	6%	2%	4%	3%	7%	6%	6%	4%	5%
$125	10%	15%	5%	8%	13%	7%	14%	12%	11%	12%
$150	48%	46%	69%	78%	70%	66%	43%	56%	59%	57%

Table 51: Influence of Amenities on Support for Tax Increases by Presence of Children, Presence of Older Adults, Length of Residence and Housing Tenure

Some of the features and amenities that would be included in a renovated and expanded recreation center include new family locker rooms, locker rooms upgrades, an expanded fitness center, a new spinning studio, new leisure pool, Memory Square pool improvements and a renovated seniors area, among others. Knowing about some of the potential new features and amenities at the recreation center, how much more or less likely are you to vote in favor of the property tax increase I previously mentioned?	Children under the age of 18		Adults over the age of 65		Length of residency			Rent or own		
	Yes	No	Yes	No	5 years or less	6-15 years	16 years or more	Rent	Own	Overall
Percent much or a little more likely to vote in favor	60%	51%	54%	54%	64%	62%	44%	63%	52%	54%

Table 52: Influence of Amenities on Support for Tax Increases by Household Income, Respondent Age and Respondent Gender

Some of the features and amenities that would be included in a renovated and expanded recreation center include new family locker rooms, locker rooms upgrades, an expanded fitness center, a new spinning studio, new leisure pool, Memory Square pool improvements and a renovated seniors area, among others. Knowing about some of the potential new features and amenities at the recreation center, how much more or less likely are you to vote in favor of the property tax increase I previously mentioned?	Household income				Age			Respondent gender		
	Under $50,000	$50,000-$99,999	$100,000-$149,999	$150,000 or more	18-34	35-54	55+	Female	Male	Overall
Percent much or a little more likely to vote in favor	66%	52%	51%	60%	63%	55%	49%	58%	51%	54%

Prepared by National Research Center, Inc.

Table 53: Support for Funding Types for the Recreation Center by Presence of Children, Presence of Older Adults, Length of Residence and Housing Tenure

To fund the estimated $750,000 per year increase in the cost of maintenance and operations for an expanded recreation center, the City is considering either a sales tax increase of approximately 20 cents on every $100 spent, or a property tax increase of approximately $51 per year for a home valued at $500,000. To what extent would you support or oppose: (Percent strongly support or somewhat support)	Children under the age of 18		Adults over the age of 65		Length of residency			Rent or own		
	Yes	No	Yes	No	5 years or less	6-15 years	16 years or more	Rent	Own	Overall
A sales tax increase of approximately 20 cents on every $100 spent for the cost of maintenance and operations	72%	58%	60%	65%	69%	72%	55%	75%	60%	63%
A property tax increase of approximately $51 per year for a home valued at $500,000 for the cost of maintenance and operations	67%	55%	57%	60%	67%	67%	51%	79%	55%	59%

Table 54: Support for Funding Types for the Recreation Center by Household Income, Respondent Age and Respondent Gender

To fund the estimated $750,000 per year increase in the cost of maintenance and operations for an expanded recreation center, the City is considering either a sales tax increase of approximately 20 cents on every $100 spent, or a property tax increase of approximately $51 per year for a home valued at $500,000. To what extent would you support or oppose: (Percent strongly support or somewhat support)	Household income				Age			Respondent gender		
	Under $50,000	$50,000-$99,999	$100,000-$149,999	$150,000 or more	18-34	35-54	55+	Female	Male	Overall
A sales tax increase of approximately 20 cents on every $100 spent for the cost of maintenance and operations	68%	61%	68%	75%	73%	68%	55%	62%	65%	63%
A property tax increase of approximately $51 per year for a home valued at $500,000 for the cost of maintenance and operations	54%	60%	54%	72%	70%	63%	53%	57%	62%	59%

Prepared by National Research Center, Inc.

Table 55: Support for Funding Expansion and Operations for the Recreation Center by Presence of Children, Presence of Older Adults, Length of Residence and Housing Tenure

In order for the recreation center renovations and expansion to occur, voters would have to pass both the property tax increase for the construction of the new features and the property or sales tax increase for the maintenance and operations of the facility once all construction is complete. Knowing this, how likely are you to vote in favor of … (Percent very likely or somewhat likely)	Children under the age of 18		Adults over the age of 65		Length of residency			Rent or own		
	Yes	No	Yes	No	5 years or less	6-15 years	16 years or more	Rent	Own	Overall
A property tax increase for the construction AND a sales tax increase for the operations and maintenance	79%	57%	55%	69%	69%	75%	55%	73%	63%	64%
A property tax increase for the construction AND a property tax increase for the operations and maintenance	75%	54%	52%	66%	73%	70%	51%	76%	59%	61%

Table 56: Support for Funding Expansion and Operations for the Recreation Center by Household Income, Respondent Age and Respondent Gender

In order for the recreation center renovations and expansion to occur, voters would have to pass both the property tax increase for the construction of the new features and the property or sales tax increase for the maintenance and operations of the facility once all construction is complete. Knowing this, how likely are you to vote in favor of … (Percent very likely or somewhat likely)	Household income				Age			Respondent gender		
	Under $50,000	$50,000-$99,999	$100,000-$149,999	$150,000 or more	18-34	35-54	55+	Female	Male	Overall
A property tax increase for the construction AND a sales tax increase for the operations and maintenance	66%	58%	65%	78%	80%	72%	50%	61%	67%	64%
A property tax increase for the construction AND a property tax increase for the operations and maintenance	55%	58%	62%	78%	76%	70%	48%	60%	63%	61%

Prepared by National Research Center, Inc.

Table 57: Influence of Lapsing Library Bond on Support for Recreation Center by Presence of Children, Presence of Older Adults, Length of Residence and Housing Tenure

The City is currently paying on a bond that built the Library in 2006. Payments on this bond end in 2018 and your property tax will then be reduced. Paying of the library bond does not mean that money will be taken from the Library and put toward the recreation center. It just means that the City will have paid off costs of building the library. Knowing in two years property taxes for a home valued at $500,000 will drop by approximately $60 per year, how likely are you to vote in favor of the tax increases for the recreation center expansion.	Children under the age of 18		Adults over the age of 65		Length of residency			Rent or own		
	Yes	No	Yes	No	5 years or less	6-15 years	16 years or more	Rent	Own	Overall
Percent much or a little more likely to vote in favor	67%	59%	57%	63%	65%	68%	55%	66%	60%	61%

Table 58: Influence of Lapsing Library Bond on Support for Recreation Center by Household Income, Respondent Age and Respondent Gender

The City is currently paying on a bond that built the Library in 2006. Payments on this bond end in 2018 and your property tax will then be reduced. Paying of the library bond does not mean that money will be taken from the Library and put toward the recreation center. It just means that the City will have paid off costs of building the library. Knowing in two years property taxes for a home valued at $500,000 will drop by approximately $60 per year, how likely are you to vote in favor of the tax increases for the recreation center expansion.	Household income				Age			Respondent gender		
	Under $50,000	$50,000-$99,999	$100,000-$149,999	$150,000 or more	18-34	35-54	55+	Female	Male	Overall
Percent much more or a little more likely to vote in favor	62%	58%	67%	61%	65%	63%	59%	66%	56%	61%

Prepared by National Research Center, Inc.

Table 59: Support for Funding for Recreation Center and Historical Preservation by Presence of Children, Presence of Older Adults, Length of Residence and Housing Tenure

The City currently has a Historic Preservation Sales Tax that is set to expire in 2018. The city is considering asking voters to continue the existing sales tax until 2028, which means the tax amount would be maintained, not increased. Knowing that the November ballot could include the two tax increases for the expansion of the recreation center and a continuation of the existing historic preservation sales tax, which of these ballot measures would you vote in favor of? (Percent yes)	Children under the age of 18		Adults over the age of 65		Length of residency			Rent or own		
	Yes	No	Yes	No	5 years or less	6-15 years	16 years or more	Rent	Own	Overall
A property AND sales tax increases for the recreation center	76%	55%	48%	68%	71%	72%	53%	72%	61%	63%
Two property tax increases for the recreation center	56%	38%	35%	48%	59%	54%	30%	61%	41%	44%
The extension of the historical preservation sales tax	65%	59%	56%	63%	67%	69%	53%	75%	58%	61%

Table 60: Support for Funding for Recreation Center and Historical Preservation by Household Income, Respondent Age and Respondent Gender

The City currently has a Historic Preservation Sales Tax that is set to expire in 2018. The city is considering asking voters to continue the existing sales tax until 2028, which means the tax amount would be maintained, not increased. Knowing that the November ballot could include the two tax increases for the expansion of the recreation center and a continuation of the existing historic preservation sales tax, which of these ballot measures would you vote in favor of? (Percent yes)	Household income				Age			Respondent gender		
	Under $50,000	$50,000-$99,999	$100,000-$149,999	$150,000 or more	18-34	35-54	55+	Female	Male	Overall
A property AND sales tax increases for the recreation center	60%	61%	66%	71%	77%	71%	47%	63%	62%	63%
Two property tax increases for the recreation center	41%	42%	40%	59%	50%	53%	33%	44%	45%	44%
The extension of the historical preservation sales tax	63%	61%	70%	62%	77%	63%	52%	62%	60%	61%

Prepared by National Research Center, Inc.

Comparisons by Willingness to Pay for the Recreation Center

- Residents who indicated they were not willing to pay anything for the recreation center were more likely to give lower ratings to government performance compared to voters who were willing to pay at least some amount of tax increase.
- Respondents who were willing to pay a property tax increase of $150 a year were more likely than other respondents to feel the level of their property taxes was about right. These residents also were much or a little more likely to vote in favor of the property tax increase after hearing about the amenities that would be included in the recreation center expansion.
- As to be expected, those who were not willing to pay for the recreation center were less likely to support either a sales tax or property tax increase or to vote in favor a combination of the two to pay for the expansion and the operation costs.
- Louisville residents who would be willing to pay $150 a year in property taxes for a new recreation center indicated they would vote in favor of either a combination of property and sales taxes or two property taxes in light of the possible expiration of the library bonds. Those who stated they would pay nothing or $51-100 dollars for the recreation center were the least likely to report they would vote for those taxes.

Prepared by National Research Center, Inc.

Table 61: Government Performance by Willingness to Pay for Recreation Center

First, please tell me how would you rate each of the following aspects of the City of Louisville's government performance? What about… (Percent excellent or good)	Maximum amount respondents are willing to pay						
	Nothing	$1-$50	$51-$100	$110	$125	$150	Overall
The overall direction that the City of Louisville is taking	53%	80%	56%	75%	91%	86%	79%
Your overall confidence in the Louisville government	59%	83%	79%	75%	87%	88%	82%
The Louisville City government acting in the best interest of the community	51%	78%	62%	74%	88%	88%	80%

Table 62: Informed about Ballot Tax Measure by Willingness to Pay for Recreation Center

How much, if anything, have you heard lately about a possible tax measure for the City of Louisville on the November election ballot?	Maximum amount respondents are willing to pay						
	Nothing	$1-$50	$51-$100	$110	$125	$150	Overall
Percent who heard a lot or some lately about a possible tax measure for the City of Louisville on the November election ballot	2%	10%	7%	10%	9%	9%	8%

Table 63: Perceptions of Property Tax Levels by Willingness to Pay for Recreation Center

How do you feel about your property taxes?	Maximum amount respondents are willing to pay						Overall
	Nothing	$1-$50	$51-$100	$110	$125	$150	
Percent who feel property taxes are about right	18%	48%	20%	33%	49%	72%	55%

Table 64: Influence of Amenities on Support for Tax Increases Willingness to Pay for Recreation Center

Some of the features and amenities that would be included in a renovated and expanded recreation center include new family locker rooms, locker rooms upgrades, an expanded fitness center, a new spinning studio, new leisure pool, Memory Square pool improvements and a renovated seniors area, among others. Knowing about some of the potential new features and amenities at the recreation center, how much more or less likely are you to vote in favor of the property tax increase I previously mentioned?	Maximum amount respondents are willing to pay						
	Nothing	$1-$50	$51-$100	$110	$125	$150	Overall
Percent much or a little more likely to vote in favor	18%	35%	45%	57%	37%	68%	54%

Prepared by National Research Center, Inc.

Table 65: Support for Funding Types for the Recreation Center Willingness to Pay for Recreation Center

To fund the estimated $750,000 per year increase in the cost of maintenance and operations for an expanded recreation center, the City is considering either a sales tax increase of approximately 20 cents on every $100 spent, or a property tax increase of approximately $51 per year for a home valued at $500,000. To what extent would you support or oppose: (Percent strongly support or somewhat support)	Maximum amount respondents are willing to pay						
	Nothing	$1-$50	$51-$100	$110	$125	$150	Overall
A sales tax increase of approximately 20 cents on every $100 spent for the cost of maintenance and operations	25%	55%	68%	69%	60%	76%	63%
A property tax increase of approximately $51 per year for a home valued at $500,000 for the cost of maintenance and operations	13%	28%	35%	41%	59%	79%	59%

Table 66: Support for Funding Expansion and Operations for the Recreation Center by Willingness to Pay for Recreation Center

In order for the recreation center renovations and expansion to occur, voters would have to pass both the property tax increase for the construction of the new features and the property or sales tax increase for the maintenance and operations of the facility once all construction is complete. Knowing this, how likely are you to vote in favor of … (Percent very likely or somewhat likely)	Maximum amount respondents are willing to pay						
	Nothing	$1-$50	$51-$100	$110	$125	$150	Overall
A property tax increase for the construction AND a sales tax increase for the operations and maintenance	10%	31%	22%	52%	53%	89%	64%
A property tax increase for the construction AND a property tax increase for the operations and maintenance	5%	23%	21%	39%	55%	88%	61%

Table 67: Influence of Lapsing Library Bond on Support for Recreation Center by Willingness to Pay for Recreation Center

The City is currently paying on a bond that built the Library in 2006. Payments on this bond end in 2018 and your property tax will then be reduced. Paying of the library bond does not mean that money will be taken from the Library and put toward the recreation center. It just means that the City will have paid off costs of building the library. Knowing in two years property taxes for a home valued at $500,000 will drop by approximately $60 per year, how likely are you to vote in favor of the tax increases for the recreation center expansion. (Percent much more likely to vote in favor or a little more likely)	Maximum amount respondents are willing to pay						
	Nothing	$1-$50	$51-$100	$110	$125	$150	Overall
Percent much or a little more likely to vote in favor	22%	39%	49%	69%	55%	75%	61%

Prepared by National Research Center, Inc.

Table 68: Support for Funding for Recreation Center and Historical Preservation by Willingness to Pay for Recreation Center

The City currently has a Historic Preservation Sales Tax that is set to expire in 2018. The city is considering asking voters to continue the existing sales tax until 2028, which means the tax amount would be maintained, not increased. Knowing that the November ballot could include the two tax increases for the expansion of the recreation center and a continuation of the existing historic preservation sales tax, which of these ballot measures would you vote in favor of? (Percent yes)	Maximum amount respondents are willing to pay						
	Nothing	$1-$50	$51-$100	$110	$125	$150	Overall
A property AND sales tax increases for the recreation center	5%	30%	16%	55%	51%	87%	63%
Two property tax increases for the recreation center	2%	21%	0%	23%	14%	68%	44%
The extension of the historical preservation sales tax	32%	59%	41%	71%	46%	74%	61%

Prepared by National Research Center, Inc.

Comparisons by Use of Louisville Facilities

- Louisville voters who reported they were much more or a little more likely to vote for the expansion of the recreation center after hearing about the potential amenities were also more likely to have indicated they had used the recreation center or Memory Square Pool than those who were less likely to vote in favor of the expansion.
- Survey participants who used the recreation center and the pool tended to support either a sales or property tax increase to fund the cost of maintenance and operations for the expansion. They were also more likely to vote in favor of both ballot measures to expand and maintain the recreation center using property taxes or a property/sales tax combination and were more likely to vote for the recreation center tax increases based on the expiration date of the library bond.
- Recreation center and Memory Square pool users indicated they would vote in favor of a property/sales tax increase or two property tax increases in light of the historical preservation tax possibly ending in 2018; however, use of these facilities did not influence residents' likelihood of voting to extend the historic preservation tax.

Prepared by National Research Center, Inc.

Table 69: Influence of Amenities on Support for Tax Increases by Use of Louisville Facilities

	Knowing about some of the potential new features and amenities at the recreation center, how much more or less likely are you to vote in favor of the property tax increase I previously mentioned?			
	Much more or a little more likely to vote for	No more or less likely	Much less or a little less likely to vote for	Overall
Percent who have a member of household who currently uses the Recreation Center	83%	72%	41%	72%
Percent who have a member of household who currently uses the Senior Center	20%	10%	15%	17%
Percent who have a member of household who currently uses the Memory Square Pool	40%	30%	18%	33%

Table 70: Support for Funding for Recreation Center and Historical Preservation by Use of Louisville Facilities

	A sales tax increase of approximately 20 cents on every $100 spent for the cost of maintenance and operations		A property tax increase of approximately $51 per year for a home valued at $500,000 for the cost of maintenance and operations		
	Strongly or somewhat oppose	Strongly or somewhat support	Strongly or somewhat oppose	Strongly or somewhat support	Overall
Percent who have a member of household who currently uses the Recreation Center	61%	78%	59%	82%	72%
Percent who have a member of household who currently uses the Senior Center	17%	17%	14%	18%	17%
Percent who have a member of household who currently uses the Memory Square Pool	24%	36%	21%	41%	33%

Prepared by National Research Center, Inc.

Table 71: Support for Funding for Recreation Center and Historical Preservation by Use of Louisville Facilities

	A property tax increase for the construction AND a sales tax increase for the operations and maintenance		A property tax increase for the construction AND a property tax increase for the operations and maintenance		
	Very or somewhat unlikely	Very or somewhat likely	Very or somewhat unlikely	Very or somewhat likely	Overall
Percent who have a member of household who currently uses the Recreation Center	51%	84%	54%	84%	72%
Percent who have a member of household who currently uses the Senior Center	15%	18%	15%	17%	17%
Percent who have a member of household who currently uses the Memory Square Pool	17%	41%	20%	41%	33%

Table 72: Support for Funding for Recreation Center and Historical Preservation by Use of Louisville Facilities

	Payments on the library bond end in 2018. Knowing in two years property taxes for a home valued at $500,000 will drop by approximately $60 per year, how likely are you to vote in favor of the tax increases for the recreation center expansion.			
Percent rating positively	Much more or a little more likely to vote for	No more or less likely	Much less or a little less likely to vote for	Overall
Percent who have a member of household who currently uses the Recreation Center	80%	75%	43%	72%
Percent who have a member of household who currently uses the Senior Center	18%	12%	17%	17%
Percent who have a member of household who currently uses the Memory Square Pool	39%	34%	11%	33%

Prepared by National Research Center, Inc.

Table 73: Support for Funding for Recreation Center and Historical Preservation by Use of Louisville Facilities

Percent rating positively	A property AND sales tax increases for the recreation center		Two property tax increases for the recreation center		The extension of the historical preservation sales tax		Overall
	No	Yes	No	Yes	No	Yes	
Percent who have a member of household who currently uses the Recreation Center	51%	86%	62%	85%	61%	77%	72%
Percent who have a member of household who currently uses the Senior Center	16%	17%	16%	18%	17%	17%	17%
Percent who have a member of household who currently uses the Memory Square Pool	17%	44%	26%	42%	26%	36%	33%

Prepared by National Research Center, Inc.

Comparisons by Support for Funding for Recreation Center and Historical Preservation

- Residents who awarded high marks to all aspects of government performance were also more likely to report they would vote in favor of a property/ sales tax combination or two property taxes, as well as the extension of the historical preservation tax.
- As expected, Louisville voters who felt their property taxes were much too high were less likely to support funding options for the recreation center and to extend the historical preservation tax than those who indicted their property tax levels were about right.

Table 74: Government Performance by Support for Funding for Recreation Center and Historical Preservation

Percent rating positively (Percent strongly or somewhat support)	The overall direction that the City of Louisville is taking		Your overall confidence in the Louisville government		The Louisville City government acting in the best interest of the community		Overall
	Fair or poor	Excellent or good	Fair or poor	Excellent or good	Fair or poor	Excellent or good	
A property AND sales tax increases for the recreation center	40%	69%	34%	69%	38%	69%	63%
Two property tax increases for the recreation center	25%	49%	20%	48%	21%	49%	44%
The extension of the historical preservation sales tax	48%	64%	45%	64%	49%	64%	61%

Table 75: Informed about Ballot Tax Measure by Support for Funding for Recreation Center and Historical Preservation

Percent rating positively (Percent strongly or somewhat support)	How much, if anything, have you heard lately about a possible tax measure for the City of Louisville on the November election ballot?			Overall
	A lot or some	Only a little	Nothing	
A property AND sales tax increases for the recreation center	72%	64%	62%	63%
Two property tax increases for the recreation center	47%	52%	42%	44%
The extension of the historical preservation sales tax	58%	62%	62%	61%

Prepared by National Research Center, Inc.

Table 76: Perceptions of Property Tax Levels by Support for Funding for Recreation Center and Historical Preservation

Percent rating positively (Percent strongly or somewhat support)	How do you feel about your property taxes? Would you say they are…			Overall
	About right	A little too high	Much too high	
A property AND sales tax increases for the recreation center	76%	51%	25%	63%
Two property tax increases for the recreation center	58%	25%	15%	44%
The extension of the historical preservation sales tax	67%	46%	36%	61%

Prepared by National Research Center, Inc.

Appendix B: Survey Methodology

Interview Script Development

The City of Louisville contracted with National Research Center, Inc. (NRC) to administer a survey to measure voter opinions about possible tax questions from the 2016 ballot related to the expansion of the Recreation and Senior Center and Aquatics Facilities.

These results will help Louisville leadership to understand resident opinions about possible ballot measures related to the expansion and funding of the recreation center. Through an iterative process between City staff and NRC staff, a 10-minute interview scripts was created.

Sample Selection

The target population for this survey was residents of the City of Louisville who were 18 years of age or older and registered and eligible to vote.

A list of all registered voters in the City of Louisville was obtained from the Boulder County Elections Office, where it is estimated that between one-third and two-thirds of voters have provided a phone number. For those voters who did not list a phone number, we conducted a look-up on the voter's street address using other listed sources in an attempt to find an associated phone number. We asked for a specific voter within a household (ensuring only one voter per household completes a survey) and completed the survey interview with the specific voter. For the listed voter registration sample list, voter age, gender and political party were appended to the list so responses could be weighted back to reflect population demographic characteristics.

The survey also was translated into Spanish, and Spanish-speaking interviewers were available to conduct in-language interviews.

Survey Administration and Response

VuPoint Research, a company specializing in phone survey services, conducted the interviewing on behalf of the City of Louisville. The survey data were recorded electronically using a Computer-Assisted Telephone Interviewing (CATI) system. (CATI is a software program that automatically dials phone numbers, logs dispositions and records responses to completed interviews.) Phone calls to residents were made from April 27 to May 9. A majority of the interviews were completed during the evening hours. All phone numbers were dialed at least four times if no refusal or completed interview was obtained before replacing with another number; at least one of the attempts was on either a weekend or weekday. The dispositions of the numbers dialed during the survey administration are listed in the table on the following page.

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A total of 5,874 phone numbers were dialed during the survey administration. Some of these numbers are considered ineligible[1] for the survey. Of the approximately 4,973 eligible households, 400 resident interviews were completed, providing a response rate of 8%. Approximately 105 residents refused the survey.

Disposition of All Phone Numbers Called

Disposition	Resident Count
Complete	400
Partial	69
Refusal	105
Respondent never available	207
No answer	1,002
Answering machine/Voice mail	830
Always busy	18
Answering machine, not sure if household	1,418
Other, non-refusal	111
Computer/Fax/Other Tone/Pager	347
Call blocking	9
Language problem	23
Other, non-eligible	1,365
Disconnected number	31
Non-working number	116
Technical phone problems	1
Cell phone	1
Business, government office, other organizations	27
Quota filled	3
Not an eligible voter in Louisville	91
Total phone numbers used	5,874
I=Complete Interviews	400
P=Partial Interviews	69
R=Refusal and break off	105
NC=Non Contact	1,037
O=Other	134
Estimate*	0.847
UH=Unknown household	2,448
UO=Unknown other	1,365
Response rate**	8%

* Estimate of e is based on proportion of eligible households among all numbers for which a definitive determination of status was obtained (a very conservative estimate).
** The response rate was calculated as: I/((I+ R+NC+O) + e(UH+UO))

[1] Disconnected, fax/data line, or business phone numbers were not included as eligible households.

Prepared by National Research Center, Inc.

Confidence Intervals

It is customary to describe the precision of estimates made from surveys by a "level of confidence" (or margin of error). The 95 percent confidence level for the results from the resident survey is generally no greater than plus or minus five percentage points around any given percent reported for the resident sample (400 completed interviews).

Results for demographic subgroups of respondents will have wider confidence intervals. Where estimates are given for subgroups, they are less precise.

Data Weighting and Analysis

The results were analyzed by National Research Center, Inc. staff using the Statistical Package for the Social Sciences (SPSS).

The demographic characteristics of the resident survey respondents were compared to those found in the voter registration list for the City of Louisville and were statistically adjusted to reflect the larger voter population when necessary. The results of the weighting scheme are presented in the following table. The data were weighted by age, gender and political party.

City of Louisville Recreation Center Tax Survey Weighting Table 2016

Characteristic	Population Norm*	Unweighted Data	Weighted Data
Sex and Age			
Female	52%	53%	51%
Male	48%	47%	49%
18-34 years of age	21%	13%	21%
35-54 years of age	39%	41%	39%
55+ years of age	40%	47%	40%
Political Party			
Democrat	47%	51%	47%
Republican	17%	18%	17%
Other	36%	31%	36%

* Source: Boulder County Elections Office

Prepared by National Research Center, Inc.

Appendix D: Interview Script

A copy of the interview script appears on the following pages.

Prepared by National Research Center, Inc.

Louisville Recreation Center Tax Survey

Hello. My name is _____ and I'm calling on behalf of the City of Louisville to ask a few questions about community priorities. The survey won't take much time and results will be used to help set policies for the city.

S1. May I speak with [NAME FROM VOTER LIST]?
   1. YES
   2. NO, NOT AVAILABLE →SCHEDULE CALL-BACK: When is a good time to catch that person?
   3. DK/REFUSE → THANK AND TERMINATE
   4. THAT PERSON NOT AT THIS PHONE NUMBER → THANK AND TERMINATE

1. Are you currently registered to vote at the address where you live today and are eligible to vote in local elections this year?
   1. YES
   2. NO →THANK AND TERMINATE
   3. DK/REFUSE → THANK AND TERMINATE
   4. THAT PERSON NOT AT THIS PHONE NUMBER → THANK AND TERMINATE

2. First, please tell me how would you rate each of the following aspects of the City of Louisville's government performance? What about…[ROTATE A-C]

   A. The overall direction that the City of Louisville is taking
   B. Your overall confidence in the Louisville government
   C. The Louisville City government acting in the best interest of the community

   Would you say it is…
   1. Excellent
   2. Good
   3. Fair
   4. Poor
   5. DON'T KNOW/REFUSED [DNR]

3. How much, if anything, have you heard lately about a possible tax measure for the City of Louisville on the November election ballot? Would you say you've heard nothing, only a little, some, or a lot about anything like that?
   1. Nothing
   2. Only a little
   3. Some
   4. A lot
   5. DON'T KNOW/REFUSED [DNR]

4. How do you feel about your property taxes? Would you say they are…
   1. About right
   2. A little too high
   3. Much too high
   4. DON'T KNOW/REFUSED [DNR]

5. The City is considering a ballot question this November that would ask voters to approve a property tax increase to finance a 25-year bond of approximately $25-$30 million to expand the Recreation and Senior Center and improve Memory Square Pool.

[ROTATE A-C – 1/3 of respondents should be asked each]

A1. If the property tax increase was $110 per year for a home valued at $500,000, would you vote for or against it?

1. For - skip to A2. If the amount was $125 per year for a home valued at $500,000 would you still vote for it?
    1. For – skip to A3. and if it was $150?
        1. For - skip to question 7
        2. Against - skip to question 7
        3. DON'T KNOW/REFUSED - skip to question 7
    2. Against - skip to question 7
    3. DON'T KNOW/REFUSED - skip to question 7
2. Against - skip to A4.
3. DON'T KNOW/REFUSED - skip to A4. What is the most you would be willing to pay? _____

    [ENTER DOLLAR AMOUNT; ENTER "0" IF RESPONDENT SAYS "NOTHING"; INCLUDE SEPARATE RESPONSE OPTION FOR DK/REFUSED]

B1. If the property tax increase was $125 per year for a home valued at $500,000, would you vote for or against it?

1. For - skip to B2. If the amount was $150 per year for a home valued at $500,000 would you still vote for it?
    1. For - skip to question 7
    2. Against? - skip to question 7
    3. DON'T KNOW/REFUSED - skip to question 7
2. Against - skip to B3
3. DON'T KNOW/REFUSED – skip to B3. If the amount was $110 per year for a home valued at $500,000 would you vote for or against it?
    1. For - skip to question 7
    2. Against - skip to B4
    3. DON'T KNOW/REFUSED – skip to B4. What is the most you would be willing to pay? _____

        [ENTER DOLLAR AMOUNT; ENTER "0" IF RESPONDENT SAYS "NOTHING"; INCLUDE SEPARATE RESPONSE OPTION FOR DK/REFUSED]

C1. If the property tax increase was $150 per year for a home valued at $500,000, would you vote for or against it?

1. For –skip to question 7
2. Against – skip to C2
3. DON'T KNOW/REFUSED – skip to C2. If the amount was $125 per year for a home valued at $500,000 would you vote for or against it?

1. For –skip to question 7
2. Against - skip to C3
3. DON'T KNOW/REFUSED – skip to C3. and if it was $110?
    1. For –skip to question 7
    2. Against – skip to C4
    3. DON'T KNOW/ REFUSED – skip to C4. What is the most you would be willing to pay? _____

    [ENTER DOLLAR AMOUNT; ENTER "0" IF RESPONDENT SAYS "NOTHING"; INCLUDE SEPARATE RESPONSE OPTION FOR DK/REFUSED]

6. Some of the features and amenities that would be included in a renovated and expanded recreation center include new family locker rooms, locker rooms upgrades, an expanded fitness center, a new spinning studio, new leisure pool, Memory Square pool improvements and a renovated seniors area, among others. Knowing about some of the potential new features and amenities at the recreation center, how much more or less likely are you to vote in favor of the property tax increase I previously mentioned? Would you say you are…

    1. Much more likely to vote in favor
    2. A little more likely
    3. No more or less likely
    4. A little less likely
    5. Much less likely to vote in favor
    6. DON'T KNOW/REFUSED [DNR]

7. To fund the estimated $750,000 per year increase in the cost of maintenance and operations for an expanded recreation center, the City is considering either a sales tax increase of approximately 20 cents on every $100 spent, or a property tax increase of approximately $51 per year for a home valued at $500,000. To what extent would you support or oppose [ROTATE A-B]

    A. A sales tax increase of approximately 20 cents on every $100 spent for the cost of maintenance and operations
    B. A property tax increase of approximately $51 per year for a home valued at $500,000 for the cost of maintenance and operations

Would you say you would…

1. Strongly support
2. Somewhat support
3. Somewhat oppose
4. Strongly oppose
5. DON'T KNOW/REFUSED [DNR]

8. In order for the recreation center renovations and expansion to occur, voters would have to pass both the property tax increase for the construction of the new features and the property or sales tax increase for the maintenance and operations of the facility once all construction is complete. Knowing this, how likely are you to vote in favor of … [ROTATE A-B].

   A. A property tax increase for the construction AND a sales tax increase for the operations and maintenance
   B. A property tax increase for the construction AND a property tax increase for the operations and maintenance

Would you say you would…

1. Very likely
2. Somewhat likely
3. Somewhat unlikely
4. Very unlikely
5. DON'T KNOW/REFUSED [DNR]

9. The City is currently paying on a bond that built the Library in 2006. Payments on this bond end in 2018 and your property tax will then be reduced. Paying off the library bond does not mean that money will be taken from the Library and put toward the recreation center. It just means that the City will have paid off costs of building the library. Knowing in two years property taxes for a home valued at $500,000 will drop by approximately $60 per year, how likely are you to vote in favor of the tax increases for the recreation center expansion. Would you say you would be …

   1. Much more likely to vote in favor
   2. A little more likely
   3. No more or less likely
   4. A little less likely
   5. Much less likely to vote in favor
   6. DON'T KNOW/REFUSED [DNR]

10. The City currently has a Historic Preservation Sales Tax that is set to expire in 2018. The city is considering asking voters to continue the existing sales tax until 2028, which means the tax amount would be maintained, not increased. Knowing that the November ballot could include the two tax increases for the expansion of the recreation center and a continuation of the existing historic preservation sales tax, which of these ballot measures would you vote in favor of? [READ EACH POSSIBLE RESPONSE CATEGORY BELOW]

[MAKE A MULTIPLE RESPONSE]

   A. A property AND sales tax increases for the recreation center
   B. Two property tax increases for the recreation center
   C. The extension of the historical preservation sales tax

   1. Yes
   2. No
   3. DON'T KNOW/REFUSED [DNR]

DEMOGRAPHIC QUESTIONS

Our last questions are about you and your household. All of your responses to this survey are completely anonymous and will be reported in a group form only.

D1. Please tell me if you or any members of your household currently use each of the following Louisville facilities. What about… [ROTATE A-C]

A. The Recreation Center
B. The Senior Center
C. Memory Square Pool

1. Yes
2. No
3. DON'T KNOW/REFUSED [DNR]

D2. Please tell me if your household includes any of the following:

A. Children under the age of 18
B. Adults over the age of 65

1. Yes
2. No
3. DON'T KNOW/REFUSED [DNR]

D3. How long have you lived in the City of Louisville? Has it been… [READ LIST]?

1. Less than 2 years
2. 2 to 5 years
3. 6 to 10 years
4. 11 to 15 years
5. 16 to 20 years
6. Over 20 years
7. DON'T KNOW/REFUSED [DNR]

D4. Do you rent or own your home?

1. Rent
2. Own
3. DON'T KNOW/REFUSED [DNR]

D5. Please stop me when I reach the category that includes your household's total annual income from all sources and all residents at this address. [READ LIST]

1. Under $25,000
2. $25,000 to less than $50,000
3. $50,000 to less than $75,000
4. $75,000 to less than $100,000
5. $100,000 to less than $150,000
6. $150,000 or more
7. DON'T KNOW/REFUSED [DNR]

D6. Please stop me when I reach the category that includes your age. [READ LIST]

1. 18 to 24 years
2. 25 to 34 years
3. 35 to 44 years
4. 45 to 54 years
5. 55 to 64 years
6. 65 years and over
7. DON'T KNOW/REFUSED [DNR]

D7. RESPONDENT GENDER [DNR]

1. FEMALE
2. MALE

Those are all the questions I have for you today. Thank you very much for your time.

SUBJECT: **EXERCISE SOLAR PV EQUIPMENT FIVE YEAR PURCHASE OPTION WITH ZIONS CREDIT CORPORATION**

DATE: **JULY 5, 2016**

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

SUMMARY:

Staff recommends approval of the five year purchase option with Zions Credit Corporation for purchase of 300kW total in solar panels at the Water and Wastewater Treatment Facilities and to direct staff to complete the contract documents for a July 29, 2016 final payment.

The City of Louisville installed three 100kW Solar PV systems (300kW total) in 2011 at the two water and wastewater treatment plants. Approximately 50% of the installation costs were reimbursed through Xcel rebates for the Solar PV installations. The systems were leased rather than purchased outright due to a federal tax credit of 30% that was available to commercial businesses but not local governments. By entering into a lease with purchase option with Zions Credit Corporation (Zions) the City was able to benefit indirectly, since Zions was able to take advantage of the tax credit and pass a significant portion of the savings on to the City.

The lease agreement with Zions has a provision for a five year, ten year and 12 year purchase option. The original monthly payment and purchase options were later amended from the agreement dated January 24, 2011 (attachment 01). The 12 year purchase option is based on 9% of the original equipment cost or fair market value, whichever is greater.

The monthly payment for the PV equipment is $2,651.43. This payment is offset by two sources of revenue from the equipment; Renewable Energy Credits (REC) of $0.055 per kWh and Avoided Energy Costs (AEC) of approximately $0.042 per kWh. These two numbers are calculated using Solar PV meters at each site installed by Xcel Energy. The REC is fixed for a period of twenty years. The AEC is calculated by staff using the commercial energy tariffs published by Xcel and is subject to change but will continue to be a benefit as long as the PV equipment generates power. The calculations assume no benefit from decreased demand charges.

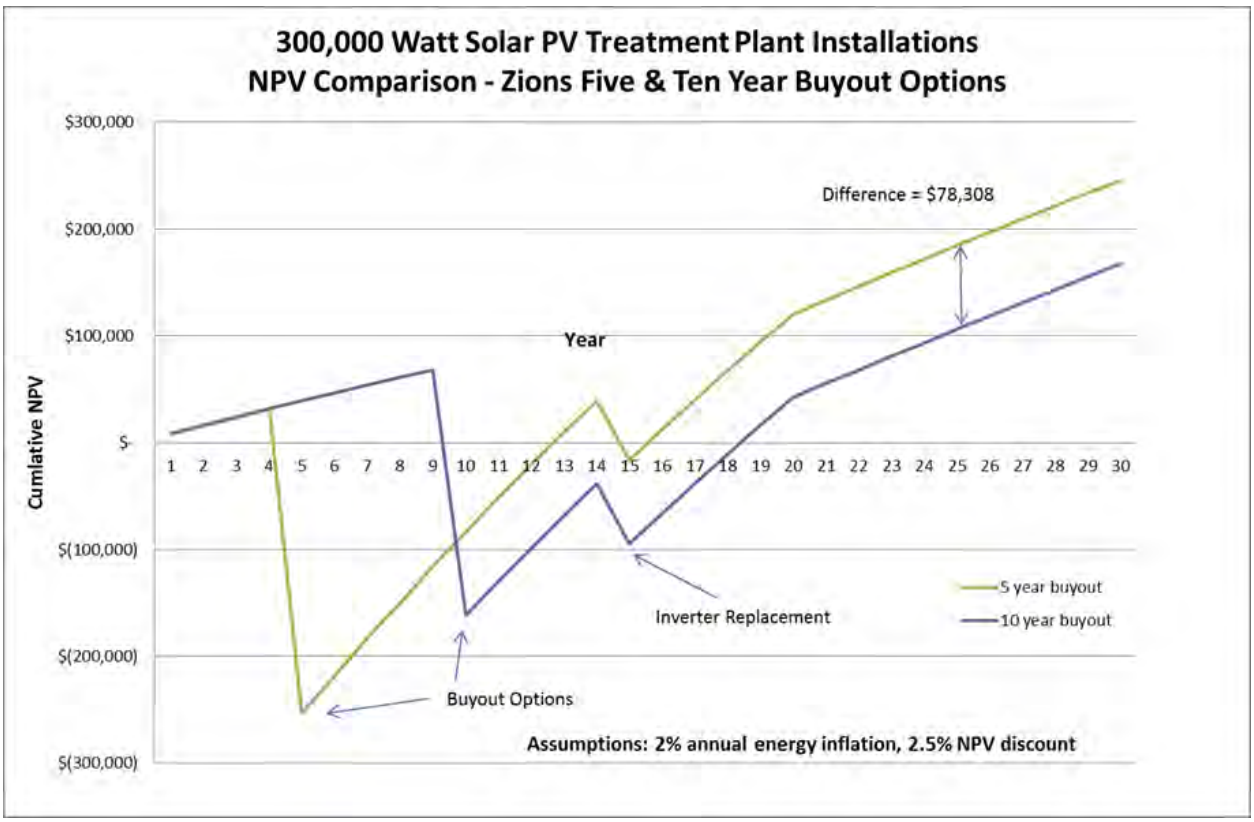
The City is responsible for all maintenance of the Solar PV systems, which for the first five years has been routine and minimal since the components are covered by warranty for defects. The panels have a limited 20 year warranty and the inverters have a limited 10 year warranty. The power output of the panels was originally estimated using an estimation tool PV Watts, developed by NREL. The table below shows that although

solar output is variable depending on weather, the Louisville systems have met the original projections

Solar PV Production			
Year	Actual kWh	Estimated kWh	Remark
2011	259,879		7 months production
2012	488,549	440,288	
2013	457,931	438,086	
2014	439,520	435,896	
2015	439,444	433,716	
2016	108,336		3 months production

An economic analysis was performed to compare the net present value (NPV) of exercising the purchase option at year five versus year ten. The 12 year option was not considered since the most likely scenario would be based on 9% of the original cost (approximately $1,200,000) or the fair market value, which at this time would be hard to estimate. For the NPV calculation the energy inflation rate was assumed to be 2% based on the recent relatively flat energy rates and a discount rate of 2.5% based on the continued low interest rates. NPV calculations performed in 2011 were based on and energy inflation rate of 4% and discount rate of 5%.

The NPV analysis shows the return based on a 30 year life expectancy of the solar panels and a 15 year life expectancy of the inverters.



FISCAL IMPACT:
The NPV difference between the five and ten year purchase option is $78,308, which means that the five year purchase option will yield more net income than continuing to lease for an additional five years using very conservative numbers. The City has approved $323,000 in the 2016 CIP for the five year purchase option. The calculated amount to exercise the five year buyout on a closing date of July 29, 2016 is $322,539.63.

RECOMMENDATION:
Staff recommends Council approve exercising the five year purchase option with Zions Credit Corporation and direct staff to complete the contract documents for a July 29, 2016 final payment.

ATTACHMENT(S):
1. Zions Credit Corporation Lease Agreement

Lease No:	0013070
Lease Date:	January 24, 2011
Schedule No:	0013070001
Schedule Date:	January 24, 2011

EQUIPMENT LEASE AGREEMENT

This Equipment Lease Agreement dated as of January 24, 2011, and entered into between Zions Credit Corporation, Salt Lake City, UT 84101 ("Lessor"), and City of Louisville, Colorado, a home rule municipal corporation ("Lessee").

WITNESSETH:

WHEREAS, Lessor desires to lease the Equipment, as hereinafter defined, to Lessee and Lessee desires to lease the Equipment from Lessor subject to the terms and conditions of and for the purpose set forth in this Lease; and

WHEREAS, Lessee is authorized under the Constitution and laws of the State of Colorado to enter into this Equipment Lease Agreement, with an option to purchase said Equipment, for the purposes set forth herein.

NOW, THEREFORE, for and in consideration of the premises hereinafter contained, the parties hereby agree as follows:

ARTICLE I

DEFINITIONS

The following terms will have the meanings indicated below unless the context clearly requires otherwise:

"Commencement Date" is the date when the term of this Lease begins and Lessee's obligation to pay rent accrues, which date shall be the dated date of this Lease.

"Equipment" means the property described in Schedule A and all substitutions, modifications, additions and improvements thereto, which is the subject of this Lease.

"Fiscal Year" means the Lessee's Fiscal Year, which begins on January 1 and ends on December 31 of each year.

"Fiscal Year Spending" means all Lessee's expenditures and reserve increases except, as to both, those for refunds made in the current or next Fiscal Year or those from gifts, federal funds, collections for another government, pension contributions by employees and pension fund earnings, reserve transfers or expenditures, damage awards, or property sales.

"Lease" means this Equipment Lease Agreement, including the schedules attached hereto.

"Lease Term" means the Original Term and any Renewal Term thereof.

"Lessee" means the entity which is described in the first paragraph of this Lease and which is leasing the Equipment from Lessor under the provisions of this Lease.

"Lessor" means Zions Credit Corporation, acting as Lessor hereunder, and any surviving, resulting, or transferee corporation, or any assignee of Lessor.

"Original Term" means the period from the Commencement Date until the end of the Fiscal Year of Lessee in effect at the Commencement Date.

"Renewal Terms" means the optional renewal terms of this Lease, each having a duration of one year and a term coextensive with Lessee's Fiscal Year, as provided for in Article IV of this Lease.

"Rental Payments" means the basic rental payments payable by Lessee pursuant to the provisions of this Lease during the Lease Term payable in consideration of the right of Lessee to use the Equipment during the then current portion of the Lease Term. Rental Payments shall be payable by Lessee to the Lessor or its assigns in the amounts and at the times during the Lease Term set forth in Schedule B of this Lease.

"Vendor" means any dealer or the manufacturer from whom Lessor purchased or is purchasing the Equipment, and any dealer or installer installing the Equipment.

ARTICLE II

COVENANTS OF LESSEE; COVENANTS OF LESSOR

Lessee represents, covenants and warrants for the benefit of Lessor and its assigns as follows:

(a) Lessee is a public body corporate and politic duly organized and existing as a home rule municipal corporation under the Constitution and the laws of the State of Colorado.

(b) Lessee will do or cause to be done all things necessary to preserve and keep in full force and effect its existence as a body corporate and politic.

(c) Lessee is authorized under the Constitution and laws of the State of Colorado to enter into this Lease and the transaction contemplated hereby and to perform all of its obligations hereunder.

(d) Lessee has been duly authorized to execute and deliver this Lease under the terms and provisions of the formal proceedings taken by its governing body attached hereto as the Ordinance, or by other appropriate official approval, and further represents, covenants and warrants that all requirements have been met and procedures have occurred in order to ensure the enforceability of this Lease according to its terms and Lessee has complied with such procurement requirements as may be applicable to this Lease and the acquisition by Lessee of the Equipment hereunder. It is acknowledged that enforceability hereof may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting the rights of creditors generally.

(e) Rental Payments will not cause the Lessee to exceed any applicable spending limits for the Fiscal Year under Article X, Section 20 of the Colorado Constitution.

(f) During the Lease Term, the Equipment will be used by Lessee for the purpose of performing one or more essential governmental or proprietary functions of Lessee consistent with the

permissible scope of Lessee's authority.

(g) During the period this Lease is in force, Lessee will annually provide Lessor with current financial statements, budgets, proof of appropriation for the ensuing Fiscal Year and such other financial information relating to the ability of the Lessee to continue this Lease as may be requested by the Lessor or its assigns.

(h) The Lease, including without limitation the Rental Payments, does not require advance voter approval under Article X, Section 20 of the Colorado Constitution.

Lessor represents, covenants and warrants for the benefit of Lessee as follows:

(a) Lessor has full legal authority to enter into this Lease and the transaction contemplated hereby and to perform all of its obligations hereunder.

(b) The execution and delivery of this Lease and the consummation of the transactions herein contemplated will not materially conflict with or constitute a material breach of or default under any contract to which the Lessor is a party or by which it is bound.

(c) The Lessor has duly authorized by proper action its execution, delivery, observance and performance of this Lease.

(d) Assuming the due authorization, execution and delivery thereof by the Lessee, this Lease and all instruments and documents contemplated in this Lease, which are executed and delivered by the Lessor constitute and will constitute legal, valid, binding and enforceable obligations or representations, as the case may be, of the Lessor, except as the enforceability thereof may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting the rights of creditors generally and except to the extent that the enforceability thereof may be affected by general legal rules of equity.

ARTICLE III

LEASE OF EQUIPMENT

Lessor hereby demises, leases and lets to Lessee, and Lessee rents, leases and hires from Lessor, the Equipment in accordance with the provisions of this Lease, to have and to hold for the Lease Term.

ARTICLE IV

LEASE TERM

Section 4.01. Commencement of Lease Term. The Original Term of this Lease shall commence on the Commencement Date as indicated in Schedule B and shall terminate at 12:00 midnight of the last day of Lessee's current Fiscal Year. The Lease Term may be continued solely at the option of Lessee to the First Renewal Term for an additional one (1) year, upon Lessee including the obligation to make the payment set forth in Schedule B in its budget for the applicable Fiscal Year. The Lease Term may be continued solely at the option of Lessee for such additional Renewal Terms, each of one (1) year duration, as would be required to make all Rental Payments set forth in Schedule B in the same manner. The option to continue this Lease shall not be construed to create a multiple Fiscal Year direct or indirect debt or other financial obligation.

The terms and conditions during any Renewal Term shall be the same as the terms and conditions during the Original Term, except that the Rental Payments shall be as provided in Schedule B of this Lease.

Section 4.02. Termination of Lease Term. The Lease Term will terminate upon the earliest of any of the following events:

(a) the expiration of the Original Term or any Renewal Term of this Lease and the non-renewal of this Lease in the event of non-appropriation of funds pursuant to Section 6.04;

(b) the termination of this Lease by reason of damage to or the destruction or condemnation of the Equipment as provided in Section 9.02 hereof;

(c) a default by Lessee and Lessor's election to terminate this Lease under Article XIII;

(d) exercise by Lessee of its option to purchase the Equipment as provided in Section 6.07 hereof.

ARTICLE V

ENJOYMENT OF EQUIPMENT

Lessor hereby covenants to provide Lessee during the Lease Term with quiet use and enjoyment of the Equipment, and Lessee shall during the Lease Term peaceably and quietly have and hold and enjoy the Equipment, without suit, trouble or hindrance from Lessor, except as expressly set forth in this Lease.

Lessor or its assigns shall have the right at all reasonable times during business hours to enter into and upon the property of Lessee for the purpose of inspecting the Equipment.

ARTICLE VI

RENTAL PAYMENTS; OPTION TO PURCHASE

Section 6.01. Rental Payments to Constitute a Current Expense of Lessee. Lessor and Lessee understand and intend that the obligation of Lessee to pay Rental Payments hereunder shall constitute a current expense of Lessee payable in the Lessee's current Fiscal Year and not in any other Fiscal Year so as to be construed as multiple Fiscal Year direct or indirect debt or other financial obligation and shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional or statutory limitation or requirements concerning the creation of indebtedness by Lessee, nor shall anything contained herein constitute a pledge of the general tax revenues, funds or monies of Lessee.

Section 6.02. Payment of Rental Payments. Lessee shall pay Rental Payments, exclusively from legally available funds, in lawful money of the United States of America to the Lessor or its assigns during the Original Term and any Renewal Terms as hereinafter provided.

The Rental Payments during the Original Terms and any additional Renewal Terms shall be the amounts in the "Rental Payment" column as set forth in Schedule B attached hereto and made a part hereof.

Section 6.03. Net Lease; Rental Payments to be Unconditional. This Lease is a net lease and the obligations of Lessee to make payment of the Rental Payments required under this Article VI and other

sections hereof and to perform and observe the other covenants and agreements contained herein shall be absolute and unconditional in all events except as expressly provided under this Lease. Notwithstanding any dispute between Lessee and Lessor, any assignee, any Vendor, or any other person, Lessee shall make all payments of Rental Payments when due and shall not withhold any Rental Payments pending final resolution of such dispute nor shall Lessee assert any right of set-off or counterclaim against its obligation to make such payments required under this Lease. Lessee's obligation to make Rental Payments during the Original Term and the then current Renewal Terms shall not be abated through accident or unforeseen circumstances.

Section 6.04. Non-appropriation. Lessee shall not be obligated to make payment of the Rental Payments provided for in this Lease beyond the then current Original or Renewal Term. In the event sufficient funds shall not for any reason be specifically budgeted and appropriated for the payment of the Rental Payments required to be paid in the next occurring Renewal Term under Schedule B to continue the leasing of the Equipment for any reason, Lessee agrees at Lessee's cost and expense peaceably to deliver the Equipment to Lessor at such location in the State of Colorado Denver Metropolitan area as specified by Lessor in good working order and condition.

Section 6.05 No Lessor Liability. Lessee therefore waives any and all claims against Lessor and its assigns for any and all liability, obligations, losses, claims and damages whatsoever regardless of the cause thereof, any expenses in connection therewith, including, without limiting, counsel fees and expenses, penalties and interest arising out of or as the result of the entering into of this Lease, the ownership of any item of the Equipment, the ordering, acquisition, use, operation, condition, purchase delivery, rejection, storage or return of any item of the Equipment resulting in damage to property or injury to or death to any person. This waiver shall continue in full force and effect notwithstanding full payment of all obligations under this Lease and the termination of the Lease Term. Lessee agrees not to withhold or abate any portion of payment required by reason of any defects, malfunctions, breakdowns or infirmities of Equipment.

Section 6.06 Delivery of Records. In the event of the return of any of the Equipment in addition to preparing the Equipment for shipping and paying the delivery cost, Lessee will also return to Lessor or its assignee the maintenance records and other documents covering such Equipment.

Section 6.07 Option to Purchase Property. Lessee shall have and is hereby granted an option to purchase the Equipment on the fifth (5th), tenth (10th) and twelfth (12th) anniversary dates of the Commencement Date and to terminate Lessor's interest in the Equipment, by delivering to Lessor the purchase option price set forth in Schedule C adjacent to the year in which said option may in Lessee's discretion be exercised. In the event the Lessee exercises such option to purchase, Lessee shall give written notice to Lessor, and shall specify therein the date of closing of the purchase, which closing date shall be not less than forty-five (45) nor more than ninety (90) days from the date such notice is received by Lessor. In the event of the exercise of the option granted in this Section, Lessor will deliver to Lessee the documents referred to in Section 6.08 hereof.

Section 6.08 Conveyance on Exercise of Option to Purchase. On any exercise of the option to purchase granted herein, Lessor will, upon payment of the amount stated in Section 6.07 deliver or cause to be delivered to Lessee such documents as Lessee may reasonably require including, but not limited to a bill or sale for Lessor's interests in the Equipment, conveying to Lessee all of the right, title and interest of Lessor in and to the Equipment being conveyed, subject only to those liens and encumbrances, if any, created by Lessee or to the creation or suffering of which Lessee consented. Lessor shall also delivered at or prior to closing on any option to purchase documents evidencing full and proper termination of any liens, security interests or other interests of Lessor in the Equipment and a termination statement confirming termination of this Lease.

ARTICLE VII

TITLE TO EQUIPMENT: PERSONAL PROPERTY: SECURITY INTEREST: LANDLORD'S WAIVER

Section 7.01. Title to the Equipment. During the term of this Lease, title to the Equipment and any and all repairs, substitutions, replacements or modifications will be in Lessor or its assigns.

Section 7.02. Personal Property. The Equipment is, and shall at all times be and remain, personal property notwithstanding that the Equipment or any part thereof may be, or may hereafter become, in any manner affixed or attached to, or imbedded in, or permanently resting upon, real property or any buildings thereon or any fixture, or attached in any manner to what is permanent as by means of cement, plaster, nails, bolts, screws or otherwise.

Section 7.03. Security Interest. To secure the payment of all Lessee's obligations under this Lease, Lessee grants to Lessor and its assigns a security interest based upon the terms and conditions set forth in this Lease, constituting a first lien on all modifications, attachments, accessions and substitutions to or for the Equipment and any proceeds of the Equipment. Lessee agrees to execute such additional documents, including financing statements, affidavits, notices and similar instruments, in form satisfactory to Lessor and Lessee, which Lessor deems necessary or appropriate to establish and maintain its security interest and, upon assignment, the security interest of the assigns of Lessor in the Equipment.

Section 7.04. Landlord's Waiver. Lessee shall obtain, as to any place where the Equipment is located, a waiver from the landlord and/or mortgagee thereof with respect to any rights they may have under local law to levy or distrain on the Equipment and obtain the legal description of the real estate upon request by the Lessor.

ARTICLE VIII

MAINTENANCE; MODIFICATION; TAXES; INSURANCE AND OTHER CHARGES

Section 8.01. Maintenance of Equipment by Lessee. Lessee agrees that at all times during the Lease Term Lessee will, at Lessee's own cost and expense, maintain, preserve and keep the Equipment or cause the Equipment to be maintained, preserved and kept with the appurtenances and every part and parcel thereof, in good repair, working order and condition and that Lessee will from time to time make or cause to be made all necessary and proper repairs, replacements and renewals. Lessor shall have no responsibility in any of these matters or for the making of improvements or additions to the Equipment.

Section 8.02. Modification or Alteration of Equipment. Lessee shall have the privilege at its own cost and expense of making substitutions, modifications and improvements to the Equipment, and the same shall be, consistent with Section 7.01, included under the terms of this Lease as part of the Equipment; provided however, that:

(a) such remodeling, substitutions, modifications and improvements shall not in any way damage the Equipment nor cause it to be used for purposes other than those authorized under the constitutional provisions and laws applicable to Lessee; and

(b) the Equipment, as improved or altered upon completion of remodeling, substitutions, modifications and improvements made pursuant to this Article VIII shall be of a value not less than the value of the Equipment immediately prior to the remodeling or the making of substitutions, additions, modifications and improvements.

Any property for which a substitution or replacement is made pursuant to this Section 8.02 may be disposed of by Lessee in any manner and in the sole discretion of Lessee, subject to any requirements of the Vendor. Lessee will not permit any mechanic's or other lien to be established or remain against the Equipment for labor or materials furnished in connection with any remodeling, substitutions, additions, modifications, improvements, repairs, renewals or replacement so made by Lessee.

Section 8.03. Taxes, Other Governmental Charges and Utility Charges. In the event the use, possession or acquisition of the Equipment is found to be subject to taxation in any form, Lessee will pay during the Lease Term, as the same respectively becomes due, all taxes and governmental charges of any kind whatsoever that may at any time be lawfully assessed or levied against or with respect to the Equipment and any equipment or other property acquired by Lessee in substitution for, as a renewal or replacement of, or a modification, improvement or addition to the Equipment as well as all gas, water, steam, electricity, heat, power, telephone, utility and other charges incurred in the operation, maintenance, use, occupancy and upkeep of the Equipment; provided that with respect to any governmental charges that may lawfully be paid in installments over a period of years, Lessee shall be obligated to pay only such installments as are required to be paid during the Lease Term. In the event of the assessment of any taxes on the Equipment, Lessee shall promptly notify Lessor or its assigns of such assessment and provide proof of payment or a sustained protest.

Section 8.04. Provisions Regarding Insurance. At its own expense Lessee shall cause casualty, public liability and property damage insurance to be carried and maintained, or shall demonstrate to the satisfaction of Lessor that adequate self-insurance is provided, with respect to the Equipment, sufficient to protect the Full Insurable Value, as that term is hereinafter defined, of the Equipment and to protect Lessor and its assigns from liability in all events. All insurance proceeds from casualty losses shall be payable as hereinafter provided in this Lease. At closing, Lessee shall furnish to Lessor certificates evidencing such coverage through the initial Lease Term, and certificates evidencing such coverage through each Renewal Term, when effective. Alternatively, Lessee may insure the Equipment under a blanket insurance policy or policies which cover not only the Equipment but other properties. If Lessee shall insure similar properties by self-insurance, Lessee will insure the Property by means of an adequate insurance fund set aside and maintained out of its revenues.

Lessee shall carry Worker's Compensation insurance covering all employees working on, in, near or about the Equipment, or demonstrate to the satisfaction of Lessor that adequate self-insurance is provided, and shall require any other person or entity working on, in, near or about the Equipment to carry such coverage, and will furnish to Lessor certificates evidencing such coverage throughout the Lease Term.

The term "Full Insurable Value" as used herein shall mean the replacement value of the Equipment.

Any insurance policy issued pursuant to this Section 8.04 shall be so written or endorsed as to make losses, if any, payable to Lessor and the assigns of Lessor, as their respective interests may appear. The Net Proceeds of the insurance required in this Section 8.04 shall be applied as provided in Section 9.02 hereof. Each insurance policy provided for in this Section 8.04 shall contain a provision to the effect that the insurance company shall not cancel the policy or modify it materially without first giving written notice thereof to Lessor and its assigns at least thirty (30) days in advance of such cancellation.

Section 8.05. Advances. In the event Lessee shall fail to maintain the full insurance coverage required by this Lease or shall fail to keep the Equipment in good repair and operating condition, Lessor or its assigns may (but shall be under no obligation to), after having given Lessee written notice of noncompliance and a period of not less than ten (10) days to comply, purchase the required policies of insurance and pay the premiums on the same or make any such repairs or replacements as are necessary and provide for payment thereof; and all amounts so advanced therefor by Lessor or its assigns shall become additional rent for the then current Original or Renewal Term, which amounts, together with interest thereon at the rate of Twenty One percent (21%) per annum, Lessee agrees to pay.

ARTICLE IX

DAMAGE, DESTRUCTION AND CONDEMNATION; USE OF NET PROCEEDS

Section 9.01. Damage, Destruction and Condemnation. If prior to the termination of the Lease Term (a) the Equipment or any portion thereof is destroyed (in whole or in part) or is damaged by fire or other casualty or (b) title to, or the temporary use of, the Equipment or any part thereof or the estate of Lessee, Lessor or its assigns in the Equipment or any part thereof shall be taken under the exercise of the power of eminent domain by any governmental body or by any person, firm or corporation acting under governmental authority, Lessee and Lessor will cause the Net Proceeds of any insurance claim or condemnation award to be applied to the prompt repair, restoration, modification or improvement of the Equipment. Any balance of the Net Proceeds remaining after such work has been completed shall be paid to Lessor.

For the purposes of Section 8.04 and this Article IX, the term "Net Proceeds" shall mean the amount remaining from the gross proceeds of any insurance claim or condemnation award after deducting all expenses (including attorneys' fees) incurred in the collection of such claim or award.

Section 9.02. Insufficiency of Net Proceeds. If the Net Proceeds are insufficient to pay in full the cost of any repair, restoration, modification or improvement referred to in Section 9.01 hereof, Lessee shall complete the work and pay any cost in excess of the amount of the Net Proceeds and Lessee agrees that if by reason of any such insufficiency of the Net Proceeds, Lessee shall make any payments pursuant to the provisions of this Section 9.02, Lessee shall not be entitled to any reimbursement therefor from Lessor nor shall Lessee be entitled to any diminution of the amounts payable under Article VI hereof.

ARTICLE X

DISCLAIMER OF WARRANTIES; VENDOR'S WARRANTIES; USE OF THE EQUIPMENT

Section 10.01. Disclaimer of Warranties. LESSOR MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE OR FITNESS FOR USE OF THE EQUIPMENT, OR WARRANTY WITH RESPECT THERETO. In no event shall Lessor be liable for an incidental, indirect, special or consequential damage in connection with or arising out of this Lease or the existence, furnishing, functioning or Lessee's use of any item or products or services provided for in this Lease.

Section 10.02. Vendor's Warranties. Lessor hereby irrevocably appoints Lessee its agent and

attorney-in-fact during the Lease Term, so long as Lessee shall not be in default hereunder, to assert from time to time whatever claims and rights including warranties of the Equipment which Lessor may have against the Vendor of the Equipment. Lessee's sole remedy for the breach of such warranty, indemnification or representation shall be against the Vendor of the Equipment, and not against Lessor or its assigns, nor shall such matter have any effect whatsoever on the rights and obligations of Lessee or Lessor with respect to this Lease. Lessee expressly acknowledges that Lessor makes, and has made, no representation or warranties whatsoever as to the existence or availability of any such warranties of the Vendor of the Equipment.

Section 10.03. Use of the Equipment. Lessee will not install, use, operate or maintain the Equipment improperly, carelessly, in violation of any applicable law or in a manner contrary to that contemplated by this Lease. Lessee shall provide all permits and licenses, if any, necessary for the installation and operation of the Equipment. In addition, Lessee agrees to comply in all respects (including, without limitation, with respect to the use, maintenance and operation of each item of the Equipment) with all laws of the jurisdictions in which its operations involving any item of the Equipment may extend and any legislative, executive, administrative or judicial body exercising any power or jurisdiction over the items of the Equipment; provided, however, that Lessee may contest in good faith the validity or application of any such law or rule in any reasonable manner which does not, in the opinion of Lessor, adversely affect the estate of Lessor in and to any of the items of the Equipment or its interest or rights under this Lease.

ARTICLE XI

ASSIGNMENT, SUBLEASING, MORTGAGING AND SELLING

Section 11.01. Assignment by Lessor. This Lease, and the obligations of Lessee to make payments hereunder, may be assigned and reassigned in whole or in part to one or more assignees or sub-assignees; Lessee recognizes and acknowledges that at closing hereunder Lessor has assigned its rights and remedies to N/A, and that Lessee has received duplicate original counterpart of the document by which such assignment has been made. No subsequent assignment or reassignment of any of Lessor's right, title, or interest in this Lease or the Equipment shall be effective unless and until Lessee shall have received a duplicate original counterpart of the document by which such assignment or reassignment is made, disclosing the name and address of each such assignee.

Section 11.02. Assignment and Subleasing by Lessee. This Lease and the interest of Lessee in the Equipment may not be assigned or sublet by Lessee for any reason without the express written consent of Lessor; provided, however, that no such consent by Lessor shall relieve Lessee of its obligations hereunder.

ARTICLE XII

EVENTS OF DEFAULT AND REMEDIES

Section 12.01. Events of Default Defined. The following shall be "events of default" under this Lease and the terms "event of default" and "default" shall mean, whenever they are used in this Lease, any one or more of the following events:

(a) Failure by Lessee to pay any Rental Payment or other payment required to be paid hereunder at the time specified therein; and

(b) Failure by Lessee to observe and perform any covenant, condition or agreement on

its part to be observed or performed, other than as referred to in Section 6.05 or 12.01 (a), for a period of thirty (30) days after written notice, specifying such failure and requesting that it be remedied as given to Lessee by Lessor, unless Lessor shall agree in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in the notice cannot be corrected within the applicable period, Lessor will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by Lessee within the applicable period and diligently pursued until the default is corrected.

If by reason of force majeure Lessee is unable in whole or in part to carry out its agreement on its part herein contained, other than the obligations on the part of Lessee contained in Article VI hereof, Lessee shall not be deemed in default during the continuance of such inability.

The term "force majeure" as used herein shall mean, without limitation, the following: acts of God; strikes, lockouts or other industrial disturbances; acts of public enemies; orders or restraints of any kind of the government of the United States of America or of the state wherein Lessee is located or any of their departments, agencies or officials, or any civil or military authority; insurrections; riots; landslides; earthquakes; fires; storms; droughts; floods; explosions; breakage or accident to machinery, transmission pipes or canals; or any other cause or event not reasonably within the control of Lessee.

Section 12.02. Remedies on Default. Whenever any event or default referred to in Section 12.01 hereof shall have happened and be continuing, the Lessor or its assigns shall have the right, at its or their option without any further demand or notice, to take one or any combination of the following remedial steps:

(a) With or without terminating this Lease, retake possession of the Equipment and sell, lease or sublease (any sale or sublease must be commercially reasonable under Article 9 of the Uniform Commercial Code as adopted by the State of Colorado) the Equipment for the account of Lessee holding Lessee liable for the difference between (i) the rents and other amounts payable by Lessee hereunder to the end of the then current Renewal Term and (ii) the purchase price, rent or other amounts paid by a purchaser, lessee or sublessee of the Equipment pursuant to such sale, lease or sublease; and

(b) Take whatever action at law or in equity may appear necessary or desirable to enforce its rights as the owner of the Equipment.

Section 12.03. No Remedy Exclusive. No remedy herein conferred upon or reserved to Lessor is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Lease or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle Lessor to exercise any remedy reserved to it in this Article XII it shall not be necessary to give any notice, other than such notice as may be required in this Article XII.

ARTICLE XIII

MISCELLANEOUS

Section 13.01. Tax and Renewable Energy Credit. Lessor shall have and be solely responsible for obtaining any federal tax incentive grant associated with installation and commissioning of the Equipment, which grant Lessor anticipates being approximately $399,000. Lessor shall also have Lessee's interest in any Xcel Energy Solar Rewards rebate associated with installation and commissioning of the

Equipment, which rebate in anticipated to be approximately $600,000. Lessee shall have and receive the benefits of all Xcel Energy Solar Rewards renewable energy credits (RECs) associated with installation and commissioning of the Equipment. Lessee shall execute those documents reasonably required by Lessor with respect to Lessor's securing of federal tax incentives and the Xcel Energy Solar Rewards rebate, but Lessee shall not have and is hereby expressly discharged from any liability to Lessor in the event such incentives or rebate are not available or available at levels less than anticipated by Lessor. Lessor shall execute those documents reasonably required by Lessee or Vendor with respect to Lessee's securing of RECs.

Section 13.02. Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when delivered or mailed by registered mail, postage prepaid, to the parties at their respective places of business.

Section 13.03. Binding Effect. This Lease shall inure to the benefit of and shall be binding upon Lessor and Lessee and their respective successors and assigns.

Section 13.04. Severability. In the event any provision of this Lease shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 13.05. Execution in Counterparts. This Lease may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 13.06. Applicable Law. This lease shall be governed by and construed in accordance with the laws of the State of Colorado wherein Lessee is located.

Section 13.07. Captions. The captions or headings in this Lease are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Lease.

IN WITNESS WHEREOF, Lessor has executed this Lease in its corporate name and attested by its duly authorized officers and Lessee has caused this Lease to be executed in its corporate name with its with its corporate seal hereunto affixed and attested by its duly authorized officers. All of the above occurred as of the date first above written.

Zions Credit Corporation
Lessor

By: _____
Norman Weldon, Vice President

Attest:

By: _____
Secretary

(SEAL)

Attest

By: _____
Nancy Varra, City Clerk

Lessee: City of Louisville, Colorado

By: _____
Charles L. Sisk, Mayor

SCHEDULE "A"
Page 1 of 1

This schedule is attached to and forms a part of the Equipment Lease Agreement No. 0013070 Schedule No. 0013070001 dated January 24, 2011 between City of Louisville, Colorado as Lessee and Zions Credit Corporation, as Lessor.

DESCRIPTION OF EQUIPMENT

Equipment Locations:	7000 Marshall Rd., 200 Washington Ave., and 1600 Spruce St., Louisville, CO 80027-1829

Equipment at each location includes the following:

Schott POLY Solar Modules, PVP 100kw Inverters, Schletter FS Ground Mount System to include
(432) Schott Poly 230 watt modules
(1) PV Powered 100kw, 480 volt inverter
Schletter FS Ground Mount racking
BOS - Balance of System (wire, conduit, nuts, bolts, etc.)

Together with all present and future accessories, attachments, or improvements thereto and replacements or substitutions therefor and proceeds thereof.

City of Louisville, Colorado
Lessee

By: _____

Title: _____

SCHEDULE "B"
Page 1 of 2

Lease No: 0013070
Lease Date: January 24, 2011
Schedule No: 0013070001
Schedule Date: January 24, 2011

PAYMENT SCHEDULE

This Payment Schedule attaches to and forms a part of that certain Equipment Lease Agreement # 0013070, Schedule 0013070001, dated January 24, 2011 between City of Louisville, Colorado as Lessee and Zions Credit Corporation as Lessor. The payment schedule is as follows:

Month	2011	2012	2013	2014	2015	2016
January						
February						
March						
April						
May						
June						
July						
August						
September						
October						
November						
December						

Plus use tax of 0 % (or applicable rate at time rental is due).

As of December 15, 2010 the estimated monthly payment is $3,652.58. The rate will adjust after Commission of the system based on the 10 year interest rate swap plus 2.74%, and the payment schedule adjusted accordingly.

Initial _____

SCHEDULE "B"
Page 2 of 2

Month	2017	2018	2019	2020	2021	2022	2023
January							
February							
March							
April							
May							
June							
July							
August							
September							
October							
November							
December							

Plus use tax of 0 % (or applicable rate at time rental is due).

As of December 15, 2010 the estimated monthly payment is $3,652.58. The rate will adjust after Commission of the system based on the 10 year interest rate swap plus 2.74% and the payment schedule adjusted accordingly.

City of Louisville, Colorado
Lessee

By: _____

Title: _____

SCHEDULE "C"
Page 1 of 1

Lease No:	0013070
Lease Date:	January 24, 2011
Schedule No:	0013070001
Schedule Date:	January 24, 2011
Original Equip. Cost:	$1,330,000.00

This schedule is attached to and forms a part of the Equipment Lease Agreement No. 0013070 Schedule No. 0013070001 dated January 24, 2011 between City of Louisville, Colorado as Lessee and Zions Credit Corporation, as Lessor.

Year	Price
5	$281,125.90
10	$181,778.88
12	See BELOW

The **Purchase Option Price** for Year 12 shall be 9 % of the original equipment cost or fair market value, whichever is greater. If, for any reason, the Lessee does not purchase the Equipment at the end of the Lease, Lessee will retain possession of the Equipment, and the Lease Term shall automatically and without further action on the part of Lessor or Lessee be extended for an additional consecutive term of **12** months (the "Extended Term") at a monthly rental of **$7,422.16** plus applicable taxes. At the end of such Extended Term the Lessee will have the right to exercise a fair market value purchase option, renew the Lease Term at Lessor's sole discretion, or return the Equipment to Lessor as provided in the Lease.

City of Louisville, Colorado
Lessee

By: _____

Title: _____

Date: _____

Rev 10-2010

SUBJECT: BLUE PARROT SOUTHERN PARKING LOT PURCHASE

1. **ORDINANCE NO. 1722, SERIES 2016 - AN ORDINANCE AUTHORIZING THE PAYMENT OF CITY MONEYS FOR THE CITY'S ACQUISITION OF PROPERTY LEGALLY DESCRIBED AS LOTS 9 AND 10, BLOCK 4, LOUISVILLE OLD TOWN – 1ST Reading – Set Public Hearing 07/19/2016**

2. **RESOLUTION NO. 33, SERIES 2016 - A RESOLUTION APPROVING A PURCHASE CONTRACT TO BUY AND SELL REAL ESTATE FOR THE CITY'S ACQUISITION OF PROPERTY LEGALLY DESCRIBED AS LOTS 9 AND 10, BLOCK 4, LOUISVILLE OLD TOWN**

DATE: **JULY 5, 2016**

FROM: **AARON M. DEJONG, ECONOMIC DEVELOPMENT**

SUMMARY:
Staff is seeking Council direction regarding a purchase contract with Blue Parrot Inc. to purchase the southern parking lot of the Blue Parrot Restaurant, legally described as Lots 9-10 Block 4, Louisville Old Town for $700,000.

BACKGROUND:
There has been an increasing demand for parking spaces in downtown over the last 10 years. In 2013, the Planning Department conducted a downtown parking study and identified a need for 135 – 325 additional parking spaces to create enough supply for the area. The City has taken several actions since 2013 to increase parking supply in downtown, including:

- Acquiring 0.638 acres in the DELO redevelopment from Tebo Properties. The City contracted with H2 to construct approximately 70 parking spaces on this property as part of the DELO development.
- Executing a lease with Koko Plaza to make the 50 off-street spaces in that location available for public parking after 5:00PM.
- Constructing 28 new spaces at the corner of Front and Elm Streets by expanding the parking lot adjacent to Lucky Pie and Sweet Cow.

Staff has kept looking for other opportunities to acquire or develop additional parking supply in downtown. The Blue Parrot Restaurant expressed interest in selling the parking lot and staff pursued the opportunity. Having this parking owned and operated by the City does not create new parking spaces in downtown, but it allows for users beyond Blue Parrot patrons to use the spaces.

DISCUSSION:
Seeing an opportunity to acquire additional parking, City staff, through Steve Anderson of Re/Max Alliance, submitted an offer on June 7, 2016 to the Blue Parrot to purchase the parking lot south of the Blue Parrot building. The contract is contingent on the City Council approving the contract. The Blue Parrot signed the contract on June 10, 2016. Staff has prepared an Amend/Extend contract adjust due diligence and closing deadlines to line up with the City purchase process, if approved. If Council approves the proposed ordinance authorizing payment for the property, and if all other conditions are satisfied, staff expects closing on the property to occur on or before August 31, 2016.

The property is composed of two city lots, Lots 9-10 Block 4, Old Town Louisville, encompassing approximately 13,528 square feet. In the current layout the lot has 25 parking spaces. The Blue Parrot has a parking lot on the east side of the building that satisfies their off-street parking requirement. The parcel is zoned Community Commercial and could accommodate a new building in a redevelopment scenario.

Steve Anderson conducted a commercial sale analysis of recent downtown sales in which the City was not a party to identify and offer price range. The average land component value of the sales was $59 per square foot. This purchase contract represents a $52 per square foot price for the 13,528 square foot property. Attached is the information from Mr. Anderson.

Due diligence work has begun for the purchase with a land survey and Phase 1 Environmental Site Assessment ordered and should be completed soon. These reports will identify improvements on the property and if any significant environmental issues exist.

The purchase ordinance states the property is being purchased as a general asset of the City for potential parking uses. It is not being acquired as park or open space property, and that all or portions of the Property, and any interests, licenses, rights or privileges therein, may be sold, leased, conveyed or disposed of, in whole or part, as determined by subsequent action of City Council, without necessity of election, pursuant to the home rule charter of the City.

FISCAL IMPACT:
The purchase contract for the Blue Parrot parking lot is $700,000. There will be additional costs for a Phase 1 Environmental Assessment and a land survey (estimated at $6,000) and other closing costs. If Council approves the purchase, the acquisition costs will be charged to the General Fund. Broker's fees are the obligation of the Seller.

RECOMMENDATION:
Staff recommends (1) Resolution No. 33, Series 2016 – approving a Purchase Contract to for the City's acquisition of property legally describes as Lots 9 and 10, Block 4, Louisville Old Town, and (2) approving Ordinance No. 1722, Series 2016 on first reading and set second reading and public hearing for July 19, 2016.

ATTACHMENTS:
1) Resolution
2) Ordinance
3) Blue Parrot Purchase Contract
4) Amend/Extend for the Blue Parrot Purchase Contract
5) Steve Anderson Commercial Sale Analysis
6) Staff Presentation

RESOLUTION NO. 33
SERIES 2016

A RESOLUTION APPROVING A PURCHASE CONTRACT TO BUY AND SELL REAL ESTATE FOR THE CITY'S ACQUISTION OF PROPERTY LEGALLY DESCRIBED AS LOTS 9 AND 10, BLOCK 4, LOUISVILLE OLD TOWN

WHEREAS, the City of Louisville desires to acquire certain real property located at 612 and 624 Main Street in Louisville, which property is owned by Blue Parrot, Inc., and is legally described as Lots 9 and 10, Block 4, Louisville Old Town (the "Property"); and

WHEREAS, the owner of the Property desires to sell the Property to Louisville, and there has been submitted to City Council a Purchase Contract to Buy and Sell Real Estate ("Purchase Contract") for sale and purchase of the Property upon terms and conditions mutually agreeable to the City and owner; and

WHEREAS, the City Council by this Resolution desires to approve the Purchase Contract and approve other actions in connection with the acquisition of the Property;

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

Section 1. That certain Contract to Buy and Sell Real Estate between the City of Louisville and Blue Parrot, Inc., including the amendment thereto, for the City's acquisition of the Property (the "Purchase Contract"), a copy of which Purchase Contract accompanies this Resolution, is hereby approved.

Section 2. The Mayor and City Manager, or either of them, is authorized to execute the Purchase Contract, and the Mayor and City Manager, or either of them, are hereby further granted the authority to negotiate and approve such revisions to said Purchase Contract as they determine are necessary or desirable for the protection of the City, so long as the essential terms and conditions of the Purchase Contract are not altered.

Section 3. The Mayor, City Manager, City Clerk and City Staff are further authorized to do all things necessary on behalf of the City to perform the obligations of the City under the Purchase Contract, and are further authorized to execute and deliver any and all documents necessary to effect the purchase of the Property under the terms and conditions of said Purchase Contract, including but not limited to execution and delivery of closing documents required by the Purchase Contract or the title company in connection with closing.

Section 4. All actions heretofore taken (not inconsistent with the provisions hereof) by or on behalf of the City by the officers or agents of the City and relating to the Purchase Contract and the acquisition of the Property, including without limitation, the City Manager's

execution of the Purchase Contract including the amendment thereto, are hereby ratified, approved and confirmed.

PASSED AND ADOPTED this _____ day of _____, 2016.

_____
Robert P. Muckle, Mayor

ATTEST:

_____
Carol Hanson, Acting City Clerk

ORDINANCE NO. 1722
SERIES 2016

AN ORDINANCE AUTHORIZING THE PAYMENT OF CITY MONEYS FOR THE CITY'S ACQUISITION OF PROPERTY LEGALLY DESCRIBED AS LOTS 9 AND 10, BLOCK 4, LOUISVILLE OLD TOWN

WHEREAS, the City of Louisville intends to acquire certain real property located at 612 and 624 Main Street in Louisville, which property is owned by Blue Parrot, Inc., and is legally described as Lots 9 and 10, Block 4, Louisville Old Town (the "Property"); and

WHEREAS, the City and owner of the Property have entered into an Purchase Contract to Buy and Sell Real Estate (the "Purchase Contract") for sale and purchase of the Property upon terms and conditions mutually agreeable to the City and owner; and

WHEREAS, the Purchase Contract provides that the City shall pay the owner of the Property a total purchase price of Seven Hundred Thousand Dollars ($700,000) for the Property; and

WHEREAS, the City Council by this ordinance desires to identify the source of funding for such purchase, make certain determinations regarding the Property, and otherwise comply with applicable laws regarding the acquisition of the Property;

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

Section 1. Unless other funds become available for use by the City as determined by the City Council, moneys from the General Fund ($700,000) shall be used for the purchase of the Property legally described as Lots 9 and 10, Block 4, Louisville Old Town (the "Property"), as further described in and subject to the terms and conditions of the Purchase Contract therefor.

Section 2. City payment for the Property shall be made in cash, certified funds, wire transfer or City warrant, subject to the Purchase Contract and to any necessary budgetary transfers or supplementary budgets and appropriations in accordance with State law. Such City payment is subject to and conditioned upon satisfaction of all conditions in the Purchase Contract for the Property.

Section 3. The City Council finds and determines that the Property is being acquired as a general asset of the City for potential parking uses and not as park or open space property, and that all or portions of the Property, and any interests, licenses, rights or privileges therein, may be sold, leased, conveyed or disposed of, in whole or part, as determined by subsequent action of City Council, without necessity of election, pursuant to the home rule charter of the City.

Section 4. Nothing in this Ordinance is intended to nor should be construed to create any multiple-fiscal year direct or indirect City debt or fiscal obligation whatsoever.

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

Section 6. All other ordinances or portions thereof inconsistent or conflicting with this ordinance or any portion hereof are hereby repealed to the extent of such inconsistency or conflict.

INTRODUCED, READ, PASSED ON FIRST READING, AND ORDERED PUBLISHED this _____ day of _____, 2016.

_____
Robert P. Muckle, Mayor

ATTEST:

_____
Carol Hanson, Acting 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:

_____
Carol Hanson, Acting City Clerk

RE/MAX Alliance
Steve Anderson
Ph: 303-666-6500 Fax: 303-666-6408

The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission. (CBS4-6-15) (Mandatory 1-16)

THIS FORM HAS IMPORTANT LEGAL CONSEQUENCES AND THE PARTIES SHOULD CONSULT LEGAL AND TAX OR OTHER COUNSEL BEFORE SIGNING.

CONTRACT TO BUY AND SELL REAL ESTATE
(LAND)
(☒ Property with No Residences)
(☐ Property with Residences-Residential Addendum Attached)

Date: *6/7/2016*

AGREEMENT

1. AGREEMENT. Buyer agrees to buy and Seller agrees to sell, the Property described below on the terms and conditions set forth in this contract (Contract).

2. PARTIES AND PROPERTY.

2.1. Buyer. Buyer, ***City of Louisville Colorado***, will take title to the Property described below as ☐ **Joint Tenants** ☐ **Tenants In Common** ☒ **Other** *n/a*.

2.2. No Assignability. This Contract **Is Not** assignable by Buyer unless otherwise specified in **Additional Provisions**.

2.3. Seller. Seller, ***Blue Parrot, Inc.***, is the current owner of the Property described below.

2.4. Property. The Property is the following legally described real estate in the County of *Boulder*, Colorado:
Lots 9 & 10, Block 4, Louisville Old Town
known as No. ***612 & 624 Main Street, Louisville, CO 80027***,
together with the interests, easements, rights, benefits, improvements and attached fixtures appurtenant thereto, and all interest of Seller in vacated streets and alleys adjacent thereto, except as herein excluded (Property).

2.5. Inclusions. The Purchase Price includes the following items (Inclusions):

2.5.1. Inclusions. The following items, whether fixtures or personal property, are included in the Purchase Price unless excluded under **Exclusions**:
any and all improvements on the property at the time of MEC If any additional items are attached to the Property after the date of this Contract, such additional items are also included in the Purchase Price.

2.5.2. Personal Property - Conveyance. Any personal property must be conveyed at Closing by Seller free and clear of all taxes (except personal property taxes for the year of Closing), liens and encumbrances, except *n/a*.
Conveyance of all personal property will be by bill of sale or other applicable legal instrument.

2.6. Exclusions. The following items are excluded (Exclusions): *n/a*

2.7. Water Rights, Well Rights, Water and Sewer Taps.

☐ **2.7.1. Deeded Water Rights.** The following legally described water rights:
n/a
Any deeded water rights will be conveyed by a good and sufficient *n/a* deed at Closing.

☐ **2.7.2. Other Rights Relating to Water.** The following rights relating to water not included in §§ 2.7.1, 2.7.3, 2.7.4 and 2.7.5, will be transferred to Buyer at Closing: *n/a*

☐ **2.7.3. Well Rights.** Seller agrees to supply required information to Buyer about the well. Buyer understands that if the well to be transferred is a "Small Capacity Well" or a "Domestic Exempt Water Well," used for ordinary household purposes, Buyer must, prior to or at Closing, complete a Change in

Ownership form for the well. If an existing well has not been registered with the Colorado Division of Water Resources in the Department of Natural Resources (Division), Buyer must complete a registration of existing well form for the well and pay the cost of registration. If no person will be providing a closing service in connection with the transaction, Buyer must file the form with the Division within sixty days after Closing. The Well Permit # is *n/a*.

☐ **2.7.4. Water Stock Certificates.** The water stock certificates to be transferred at Closing are as follows: *n/a*

2.7.5. Water and Sewer Taps. The parties agree that water and sewer taps listed below for the Property are being conveyed as part of the Purchase Price as follows: *n/a*

If any water or sewer taps are included in the sale, Buyer is advised to obtain, from the provider, written confirmation of the amount remaining to be paid, if any, time and other restrictions for transfer and use of the taps.

2.7.6. Conveyance. If Buyer is to receive any rights to water pursuant to § 2.7.2 (Other Rights Relating to Water), § 2.7.3 (Well Rights), or § 2.7.4 (Water Stock Certificates), Seller agrees to convey such rights to Buyer by executing the applicable legal instrument at Closing.

2.8. Growing Crops. With respect to growing crops, Seller and Buyer agree as follows:

n/a

3. DATES AND DEADLINES.

Item No.	Reference	Event	Date or Deadline	
1	§4.3	Alternative Earnest Money Deadline	*5 business days after MEC*	
		Title		
2	§8.1	Record Title Deadline	*6/22/2016*	Wednesday
3	§8.2	Record Title Objection Deadline	*6/27/2016*	Monday
4	§8.3	Off-Record Title Deadline	*6/22/2016*	Wednesday
5	§8.3	Off-Record Title Objection Deadline	*6/27/2016*	Monday
6	§8.4	Title Resolution Deadline	*7/1/2016*	Friday
7	§8.6	Right of First Refusal Deadline	*n/a*	
		Owners' Association		
8	§7.3	Association Documents Deadline	*n/a*	
9	§7.4	Association Documents Objection Deadline	*n/a*	
		Seller's Property Disclosure		
10	§10.1	Seller's Property Disclosure Deadline	*n/a*	
		Loan and Credit		
11	§5.1	Loan Application Deadline	*n/a*	
12	§5.2	Loan Objection Deadline	*n/a*	
13	§5.3	Buyer's Credit Information Deadline	*n/a*	
14	§5.3	Disapproval of Buyer's Credit Information Deadline	*n/a*	
15	§5.4	Existing Loan Documents Deadline	*n/a*	
16	§5.4	Existing Loan Documents Objection Deadline	*n/a*	
17	§5.4	Loan Transfer Approval Deadline	*n/a*	
18	§4.7	Seller or Private Financing Deadline	*n/a*	
		Appraisal		
19	§6.2	Appraisal Deadline	*n/a*	
20	§6.2	Appraisal Objection Deadline	*n/a*	
21	§6.2	Appraisal Resolution Deadline	*n/a*	
		Survey		
22	§9.1	New ILC or New Survey Deadline	*7/6/2016*	Wednesday
23	§9.3	New ILC or New Survey Objection Deadline	*7/11/2016*	Monday
24	§9.4	New ILC or New Survey Resolution Deadline	*7/14/2016*	Thursday
		Inspection and Due Diligence		
25	§10.3	Inspection Objection Deadline	*n/a*	

26	§ 10.3	Inspection Resolution Deadline	*n/a*	
27	§ 10.5	Property Insurance Objection Deadline	*n/a*	
28	§ 10.6	Due Diligence Documents Delivery Deadline	*6/22/2016*	Wednesday
29	§ 10.6	Due Diligence Documents Objection Deadline	*6/24/2016*	Friday
30	§ 10.6	Due Diligence Documents Resolution Deadline	*6/28/2016*	Tuesday
31	§ 10.6	Environmental Inspection Objection Deadline	*07/08/2016*	Friday
32	§ 10.6	ADA Evaluation Objection Deadline	*n/a*	
33	§ 10.7	Conditional Sale Deadline	*n/a*	
34	§ 11.1	Tenant Estoppel Statements Deadline	*n/a*	
35	§ 11.2	Tenant Estoppel Statements Objection Deadline		
		Closing and Possession		
36	§ 12.3	Closing Date	*see paragraph 30 below*	
37	§ 17	Possession Date	*at the completion of transfer of title*	
38	§ 17	Possession Time	*at the completion of transfer of title*	
39	§ 28	**Acceptance Deadline Date**	*6/10/2016*	Friday
40	§ 28	**Acceptance Deadline Time**	*NLT 5:00PM/MDT*	
41	*n/a*	*n/a*	*n/a*	
42	*n/a*	*n/a*	*n/a*	

3.1. Applicability of Terms. Any box checked in this Contract means the corresponding provision applies. Any box, blank or line in this Contract left blank or completed with the abbreviation "N/A", or the word "Deleted" means such provision, including any deadline, is not applicable and the corresponding provision of this Contract to which reference is made is deleted. If no box is checked in a provision that contains a selection of "None", such provision means that "None" applies.

The abbreviation "MEC" (mutual execution of this Contract) means the date upon which both parties have signed this Contract.

4. PURCHASE PRICE AND TERMS.

4.1. Price and Terms. The Purchase Price set forth below is payable in U.S. Dollars by Buyer as follows:

Item No.	Reference	Item	Amount	Amount
1	§ 4.1	Purchase Price	*$700,000.00*	
2	§ 4.3	Earnest Money		*$20,000.00*
3	§ 4.5	New Loan		
4	§ 4.6	Assumption Balance		
5	§ 4.7	Private Financing		
6	§ 4.7	Seller Financing		
7	*n/a*	*n/a*		
8	*n/a*	*n/a*		
9	§ 4.4	Cash at Closing		*$680,000.00*
10		**TOTAL**	*$700,000.00*	*$700,000.00*

4.2. Seller Concession. At Closing, Seller will credit to Buyer $ *n/a* (Seller Concession). The Seller Concession may be used for any Buyer fee, cost, charge or expenditure to the extent the amount is allowed by the Buyer's lender and is included in the Closing Statement or Closing Disclosure, at Closing. Examples of allowable items to be paid for by the Seller Concession include, but are not limited to: Buyer's closing costs, loan discount points, loan origination fees, prepaid items and any other fee, cost, charge, expense or expenditure. Seller Concession is in addition to any sum Seller has agreed to pay or credit Buyer elsewhere in this Contract.

4.3. Earnest Money. The Earnest Money set forth in this section, in the form of a ***City of Louisville check***, will be payable to and held by ***Re/max Alliance*** (Earnest Money Holder), in its trust account, on behalf of both Seller and Buyer. The Earnest Money deposit must be tendered, by Buyer, with this Contract unless the parties mutually agree to an **Alternative Earnest Money Deadline** for its payment. The parties authorize delivery of the Earnest Money deposit to the company conducting the Closing (Closing Company), if any, at or before Closing. In the event Earnest Money Holder has agreed to have interest on Earnest Money deposits transferred to a fund established for the purpose of providing affordable housing to Colorado residents, Seller and Buyer acknowledge and agree that any interest accruing on the Earnest Money deposited with the Earnest Money Holder in this transaction will be transferred to such fund.

4.3.1. Alternative Earnest Money Deadline. The deadline for delivering the Earnest Money, if other than at the time of tender of this Contract, is as set forth as the **Alternative Earnest Money Deadline**.

4.3.2. Return of Earnest Money. If Buyer has a Right to Terminate and timely terminates, Buyer is entitled to the return of Earnest Money as provided in this Contract. If this Contract is terminated as set forth in § 25 and, except as provided in § 24, if the Earnest Money has not already been returned following receipt of a Notice to Terminate, Seller agrees to execute and return to Buyer or Broker working with Buyer, written mutual instructions (e.g., Earnest Money Release form), within three days of Seller's receipt of such form.

4.4. Form of Funds; Time of Payment; Available Funds.

4.4.1. Good Funds. All amounts payable by the parties at Closing, including any loan proceeds, Cash at Closing and closing costs, must be in funds that comply with all applicable Colorado laws, including electronic transfer funds, certified check, savings and loan teller's check and cashier's check (Good Funds).

4.4.2. Time of Payment; Available Funds. All funds, including the Purchase Price to be paid by Buyer, must be paid before or at Closing or as otherwise agreed in writing between the parties to allow disbursement by Closing Company at Closing **OR SUCH NONPAYING PARTY WILL BE IN DEFAULT**. Buyer represents that Buyer, as of the date of this Contract, ☐ **Does** ☐ **Does Not** have funds that are immediately verifiable and available in an amount not less than the amount stated as Cash at Closing in § 4.1.

4.5. New Loan. (Omitted as inapplicable)

4.6. Assumption. (Omitted as inapplicable)

4.7. Seller or Private Financing. (Omitted as inapplicable)

TRANSACTION PROVISIONS

5. FINANCING CONDITIONS AND OBLIGATIONS. (Omitted as inapplicable)

5.3. Credit Information. If an existing loan is not to be released at Closing, this Contract is conditional (for the sole benefit of Seller) upon Seller's approval of Buyer's financial ability and creditworthiness, which approval will be at Seller's sole subjective discretion. Accordingly: (1) Buyer must supply to Seller by **Buyer's Credit Information Deadline**, at Buyer's expense, information and documents (including a current credit report) concerning Buyer's financial, employment and credit condition; (2) Buyer consents that Seller may verify Buyer's financial ability and creditworthiness; and (3) any such information and documents received by Seller must be held by Seller in confidence, and not released to others except to protect Seller's interest in this transaction. If the Cash at Closing is less than as set forth in § 4.1 of this Contract, Seller has the Right to Terminate under § 25.1, on or before Closing. If Seller disapproves of Buyer's financial ability or creditworthiness, in Seller's sole subjective discretion, Seller has the Right to Terminate under § 25.1, on or before **Disapproval of Buyer's Credit Information Deadline**.

5.4. Existing Loan Review. If an existing loan is not to be released at Closing, Seller must deliver copies of the loan documents (including note, deed of trust, and any modifications) to Buyer by **Existing Loan Documents Deadline**. For the sole benefit of Buyer, this Contract is conditional upon Buyer's review and approval of the provisions of such loan documents. Buyer has the Right to Terminate under § 25.1, on or before **Existing Loan Documents Objection Deadline**, based on any unsatisfactory provision of such loan documents, in Buyer's sole subjective discretion. If the lender's approval of a transfer of the Property is required, this Contract is conditional upon Buyer's obtaining such approval without change in the terms of such loan, except as set forth in § 4.6. If lender's approval is not obtained by **Loan Transfer Approval Deadline**, this Contract will

terminate on such deadline. Seller has the Right to Terminate under § 25.1, on or before Closing, in Seller's sole subjective discretion, if Seller is to be released from liability under such existing loan and Buyer does not obtain such compliance as set forth in § 4.6.

6. APPRAISAL PROVISIONS.

6.1. Appraisal Definition. An "Appraisal" is an opinion of value prepared by a licensed or certified appraiser, engaged on behalf of Buyer or Buyer's lender, to determine the Property's market value (Appraised Value). The Appraisal may also set forth certain lender requirements, replacements, removals or repairs necessary on or to the Property as a condition for the Property to be valued at the Appraised Value.

6.2. Appraisal Condition. The applicable appraisal provision set forth below applies to the respective loan type set forth in § 4.5.3, or if a cash transaction (i.e. no financing), § 6.2.1 applies.

6.2.1. Conventional/Other. Buyer has the right to obtain an Appraisal. If the Appraised Value is less than the Purchase Price, or if the Appraisal is not received by Buyer on or before **Appraisal Deadline** Buyer may, on or before **Appraisal Objection Deadline**, notwithstanding § 8.3 or § 13:

6.2.1.1. Notice to Terminate. Notify Seller in writing that this Contract is terminated; or

6.2.1.2. Appraisal Objection. Deliver to Seller a written objection accompanied by either a copy of the Appraisal or written notice from lender that confirms the Appraisal Value is less than the Purchase Price.

6.2.1.3. Appraisal Resolution. If an Appraisal Objection is received by Seller, on or before **Appraisal Objection Deadline**, and if Buyer and Seller have not agreed in writing to a settlement thereof on or before **Appraisal Resolution Deadline** (§ 3), this Contract will terminate on the **Appraisal Resolution Deadline**, unless Seller receives Buyer's written withdrawal of the Appraisal Objection before such termination, i.e., on or before expiration of **Appraisal Resolution Deadline**.

6.3. Lender Property Requirements. If the lender imposes any requirements, replacements, removals or repairs, including any specified in the Appraisal (Lender Requirements) to be made to the Property (e.g., roof repair, repainting), beyond those matters already agreed to by Seller in this Contract, Seller has the Right to Terminate under § 25.1, (notwithstanding § 10 of this Contract), on or before three days following Seller's receipt of the Lender Requirements, in Seller's sole subjective discretion. Seller's Right to Terminate in this § 6.3 does not apply if, on or before any termination by Seller pursuant to this § 6.3: (1) the parties enter into a written agreement regarding the Lender Requirements; or (2) the Lender Requirements have been completed; or (3) the satisfaction of the Lender Requirements is waived in writing by Buyer.

6.4. Cost of Appraisal. Cost of the Appraisal to be obtained after the date of this Contract must be timely paid by ☒**Buyer** ☐**Seller**. The cost of the Appraisal may include any and all fees paid to the appraiser, appraisal management company, lender's agent or all three.

7. OWNERS' ASSOCIATION. This Section is applicable if the Property is located within a Common Interest Community and subject to such declaration.

7.1. Common Interest Community Disclosure. THE PROPERTY IS LOCATED WITHIN A COMMON INTEREST COMMUNITY AND IS SUBJECT TO THE DECLARATION FOR THE COMMUNITY. THE OWNER OF THE PROPERTY WILL BE REQUIRED TO BE A MEMBER OF THE OWNERS' ASSOCIATION FOR THE COMMUNITY AND WILL BE SUBJECT TO THE BYLAWS AND RULES AND REGULATIONS OF THE ASSOCIATION. THE DECLARATION, BYLAWS, AND RULES AND REGULATIONS WILL IMPOSE FINANCIAL OBLIGATIONS UPON THE OWNER OF THE PROPERTY, INCLUDING AN OBLIGATION TO PAY ASSESSMENTS OF THE ASSOCIATION. IF THE OWNER DOES NOT PAY THESE ASSESSMENTS, THE ASSOCIATION COULD PLACE A LIEN ON THE PROPERTY AND POSSIBLY SELL IT TO PAY THE DEBT. THE DECLARATION, BYLAWS, AND RULES AND REGULATIONS OF THE COMMUNITY MAY PROHIBIT THE OWNER FROM MAKING CHANGES TO THE PROPERTY WITHOUT AN ARCHITECTURAL REVIEW BY THE ASSOCIATION (OR A COMMITTEE OF THE ASSOCIATION) AND THE APPROVAL OF THE ASSOCIATION. PURCHASERS OF PROPERTY WITHIN THE COMMON INTEREST COMMUNITY SHOULD INVESTIGATE THE FINANCIAL OBLIGATIONS OF MEMBERS OF THE ASSOCIATION. PURCHASERS SHOULD CAREFULLY READ THE DECLARATION FOR THE COMMUNITY AND THE BYLAWS AND RULES AND REGULATIONS OF THE ASSOCIATION.

7.2. Owners' Association Documents. Owners' Association Documents (Association Documents) consist of the following:

7.2.1. All Owners' Association declarations, articles of incorporation, bylaws, articles of organization, operating agreements, rules and regulations, party wall agreements;

7.2.2. Minutes of most recent annual owners' meeting;

7.2.3. Minutes of any directors' or managers' meetings during the six-month period immediately preceding the date of this Contract. If none of the preceding minutes exist, then the most recent minutes, if any (§§ 7.2.1, 7.2.2 and 7.2.3, collectively, Governing Documents); and

7.2.4. The most recent financial documents which consist of: (1) annual and most recent balance sheet, (2) annual and most recent income and expenditures statement, (3) annual budget, (4) reserve study, and (5) notice of unpaid assessments, if any (collectively, Financial Documents).

7.3. Association Documents to Buyer.

7.3.1. Seller to Provide Association Documents. Seller is obligated to provide to Buyer the Association Documents, at Seller's expense, on or before **Association Documents Deadline**. Seller authorizes the Association to provide the Association Documents to Buyer, at Seller's expense. Seller's obligation to provide the Association Documents is fulfilled upon Buyer's receipt of the Association Documents, regardless of who provides such documents.

7.4. Conditional on Buyer's Review. Buyer has the right to review the Association Documents. Buyer has the Right to Terminate under § 25.1, on or before **Association Documents Objection Deadline**, based on any unsatisfactory provision in any of the Association Documents, in Buyer's sole subjective discretion. Should Buyer receive the Association Documents after **Association Documents Deadline**, Buyer, at Buyer's option, has the Right to Terminate under § 25.1 by Buyer's Notice to Terminate received by Seller on or before ten days after Buyer's receipt of the Association Documents. If Buyer does not receive the Association Documents, or if Buyer's Notice to Terminate would otherwise be required to be received by Seller after **Closing Date**, Buyer's Notice to Terminate must be received by Seller on or before Closing. If Seller does not receive Buyer's Notice to Terminate within such time, Buyer accepts the provisions of the Association Documents as satisfactory, and Buyer waives any Right to Terminate under this provision, notwithstanding the provisions of § 8.6 (Right of First Refusal or Contract Approval).

8. TITLE INSURANCE, RECORD TITLE AND OFF-RECORD TITLE.

8.1. Evidence of Record Title.

☒ **8.1.1. Seller Selects Title Insurance Company.** If this box is checked, Seller will select the title insurance company to furnish the owner's title insurance policy at Seller's expense. On or before **Record Title Deadline**, Seller must furnish to Buyer, a current commitment for an owner's title insurance policy (Title Commitment), in an amount equal to the Purchase Price, or if this box is checked, ☐ an **Abstract of Title** certified to a current date. Seller will cause the title insurance policy to be issued and delivered to Buyer as soon as practicable at or after Closing.

☐ **8.1.2. Buyer Selects Title Insurance Company.** If this box is checked, Buyer will select the title insurance company to furnish the owner's title insurance policy at Buyer's expense. On or before **Record Title Deadline**, Buyer must furnish to Seller, a current commitment for owner's title insurance policy (Title Commitment), in an amount equal to the Purchase Price.

If neither box in § 8.1.1 or § 8.1.2 is checked, § 8.1.1 applies.

8.1.3. Owner's Extended Coverage (OEC). The Title Commitment ☒**Will** ☐**Will Not** contain Owner's Extended Coverage (OEC). If the Title Commitment is to contain OEC, it will commit to delete or insure over the standard exceptions which relate to: (1) parties in possession, (2) unrecorded easements, (3) survey matters, (4) unrecorded mechanics' liens, (5) gap period (period between the effective date and time of commitment to the date and time the deed is recorded), and (6) unpaid taxes, assessments and unredeemed tax sales prior to the year of Closing. Any additional premium expense to obtain OEC will be paid by ☒**Buyer** ☐ **Seller** ☐ **One-Half by Buyer and One-Half by Seller** ☐ **Other** *n/a*.

Regardless of whether the Contract requires OEC, the Title Insurance Commitment may not provide OEC or delete or insure over any or all of the standard exceptions for OEC. The Title Insurance Company may require a New Survey or New ILC, defined below, among other requirements for OEC. If the Title Insurance Commitment is not satisfactory to Buyer, Buyer has a right to object under § 8.4 (Right to Object to Title, Resolution).

8.1.4. Title Documents. Title Documents consist of the following: (1) copies of any plats, declarations, covenants, conditions and restrictions burdening the Property, and (2) copies of any other documents (or, if illegible, summaries of such documents) listed in the schedule of exceptions (Exceptions) in the Title Commitment furnished to Buyer (collectively, Title Documents).

8.1.5. Copies of Title Documents. Buyer must receive, on or before **Record Title Deadline**, copies of all Title Documents. This requirement pertains only to documents as shown of record in the office of the clerk and recorder in the county where the Property is located. The cost of furnishing copies of the documents required in this Section will be at the expense of the party or parties obligated to pay for the owner's title insurance policy.

8.1.6. Existing Abstracts of Title. Seller must deliver to Buyer copies of any abstracts of title covering all or any portion of the Property (Abstract of Title) in Seller's possession on or before **Record Title Deadline**.

8.2. Record Title. Buyer has the right to review and object to the Abstract of Title or Title Commitment and any of the Title Documents as set forth in § 8.4 (Right to Object to Title, Resolution) on or before **Record Title Objection Deadline**. Buyer's objection may be based on any unsatisfactory form or content of Title Commitment or Abstract of Title, notwithstanding § 13, or any other unsatisfactory title condition, in Buyer's sole subjective discretion. If the Abstract of Title, Title Commitment or Title Documents are not received by Buyer on or before the **Record Title Deadline**, or if there is an endorsement to the Title Commitment that adds a new Exception to title, a copy of the new Exception to title and the modified Title Commitment will be delivered to Buyer. Buyer has until the earlier of Closing or ten days after receipt of such documents by Buyer to review and object to: (1) any required Title Document not timely received by Buyer, (2) any change to the Abstract of Title, Title Commitment or Title Documents, or (3) any endorsement to the Title Commitment. If Seller receives Buyer's Notice to Terminate or Notice of Title Objection, pursuant to this § 8.2 (Record Title), any title objection by Buyer is governed by the provisions set forth in § 8.4 (Right to Object to Title, Resolution). If Seller has fulfilled all Seller's obligations, if any, to deliver to Buyer all documents required by § 8.1 (Evidence of Record Title) and Seller does not receive Buyer's Notice to Terminate or Notice of Title Objection by the applicable deadline specified above, Buyer accepts the condition of title as disclosed by the Abstract of Title, Title Commitment and Title Documents as satisfactory.

8.3. Off-Record Title. Seller must deliver to Buyer, on or before **Off-Record Title Deadline**, true copies of all existing surveys in Seller's possession pertaining to the Property and must disclose to Buyer all easements, liens (including, without limitation, governmental improvements approved, but not yet installed) or other title matters (including, without limitation, rights of first refusal and options) not shown by public records, of which Seller has actual knowledge (Off-Record Matters). Buyer has the right to inspect the Property to investigate if any third party has any right in the Property not shown by public records (e.g., unrecorded easement, boundary line discrepancy or water rights). Buyer's Notice to Terminate or Notice of Title Objection of any unsatisfactory condition (whether disclosed by Seller or revealed by such inspection, notwithstanding § 8.2 and § 13), in Buyer's sole subjective discretion, must be received by Seller on or before **Off-Record Title Objection Deadline**. If an Off-Record Matter is received by Buyer after the **Off-Record Title Deadline**, Buyer has until the earlier of Closing or ten days after receipt by Buyer to review and object to such Off-Record Matter. If Seller receives Buyer's Notice to Terminate or Notice of Title Objection pursuant to this § 8.3 (Off-Record Title), any title objection by Buyer and this Contract are governed by the provisions set forth in § 8.4 (Right to Object to Title, Resolution). If Seller does not receive Buyer's Notice to Terminate or Notice of Title Objection by the applicable deadline specified above, Buyer accepts title subject to such rights, if any, of third parties of which Buyer has actual knowledge.

8.4. Right to Object to Title, Resolution. Buyer's right to object to any title matters includes, but is not limited to those matters set forth in §§ 8.2 (Record Title), 8.3 (Off-Record Title) and 13 (Transfer of Title), in Buyer's sole subjective discretion. If Buyer objects to any title matter, on or before the applicable deadline, Buyer has the following options:

8.4.1. Title Objection, Resolution. If Seller receives Buyer's written notice objecting to any title matter (Notice of Title Objection) on or before the applicable deadline, and if Buyer and Seller have not agreed to a written settlement thereof on or before **Title Resolution Deadline**, this Contract will terminate on the expiration of **Title Resolution Deadline**, unless Seller receives Buyer's written withdrawal of Buyer's Notice of Title Objection (i.e., Buyer's written notice to waive objection to such items and waives the Right to Terminate for that reason), on or before expiration of **Title Resolution Deadline**. If either the Record Title Deadline or the Off-Record Title Deadline, or both, are extended to the earlier of Closing or ten days after receipt of the applicable documents by Buyer, pursuant to § 8.2 (Record Title) or § 8.3 (Off-Record Title), the Title Resolution Deadline also will be automatically extended to the earlier of Closing or fifteen days after Buyer's receipt of the applicable documents; or

8.4.2. Title Objection, Right to Terminate. Buyer may exercise the Right to Terminate under § 25.1, on or before the applicable deadline, based on any unsatisfactory title matter, in Buyer's sole subjective discretion.

8.5. Special Taxing Districts. SPECIAL TAXING DISTRICTS MAY BE SUBJECT TO GENERAL OBLIGATION INDEBTEDNESS THAT IS PAID BY REVENUES PRODUCED FROM ANNUAL TAX LEVIES ON THE TAXABLE PROPERTY WITHIN SUCH DISTRICTS. PROPERTY OWNERS IN SUCH DISTRICTS MAY BE PLACED AT RISK FOR INCREASED MILL LEVIES AND TAX TO SUPPORT THE SERVICING OF SUCH DEBT WHERE CIRCUMSTANCES ARISE RESULTING IN THE INABILITY OF SUCH A DISTRICT TO DISCHARGE SUCH INDEBTEDNESS WITHOUT SUCH AN INCREASE IN MILL LEVIES. BUYERS SHOULD

INVESTIGATE THE SPECIAL TAXING DISTRICTS IN WHICH THE PROPERTY IS LOCATED BY CONTACTING THE COUNTY TREASURER, BY REVIEWING THE CERTIFICATE OF TAXES DUE FOR THE PROPERTY, AND BY OBTAINING FURTHER INFORMATION FROM THE BOARD OF COUNTY COMMISSIONERS, THE COUNTY CLERK AND RECORDER, OR THE COUNTY ASSESSOR.

Buyer has the Right to Terminate under § 25.1, on or before **Off-Record Title Objection Deadline**, based on any unsatisfactory effect of the Property being located within a special taxing district, in Buyer's sole subjective discretion.

8.6. Right of First Refusal or Contract Approval. If there is a right of first refusal on the Property or a right to approve this Contract, Seller must promptly submit this Contract according to the terms and conditions of such right. If the holder of the right of first refusal exercises such right or the holder of a right to approve disapproves this Contract, this Contract will terminate. If the right of first refusal is waived explicitly or expires, or the Contract is approved, this Contract will remain in full force and effect. Seller must promptly notify Buyer in writing of the foregoing. If expiration or waiver of the right of first refusal or approval of this Contract has not occurred on or before **Right of First Refusal Deadline**, this Contract will then terminate.

8.7. Title Advisory. The Title Documents affect the title, ownership and use of the Property and should be reviewed carefully. Additionally, other matters not reflected in the Title Documents may affect the title, ownership and use of the Property, including, without limitation, boundary lines and encroachments, set-back requirements, area, zoning, building code violations, unrecorded easements and claims of easements, leases and other unrecorded agreements, water on or under the Property, and various laws and governmental regulations concerning land use, development and environmental matters.

8.7.1. OIL, GAS, WATER AND MINERAL DISCLOSURE. THE SURFACE ESTATE OF THE PROPERTY MAY BE OWNED SEPARATELY FROM THE UNDERLYING MINERAL ESTATE, AND TRANSFER OF THE SURFACE ESTATE MAY NOT NECESSARILY INCLUDE TRANSFER OF THE MINERAL ESTATE OR WATER RIGHTS. THIRD PARTIES MAY OWN OR LEASE INTERESTS IN OIL, GAS, OTHER MINERALS, GEOTHERMAL ENERGY OR WATER ON OR UNDER THE SURFACE OF THE PROPERTY, WHICH INTERESTS MAY GIVE THEM RIGHTS TO ENTER AND USE THE SURFACE OF THE PROPERTY TO ACCESS THE MINERAL ESTATE, OIL, GAS OR WATER.

8.7.2. SURFACE USE AGREEMENT. THE USE OF THE SURFACE ESTATE OF THE PROPERTY TO ACCESS THE OIL, GAS OR MINERALS MAY BE GOVERNED BY A SURFACE USE AGREEMENT, A MEMORANDUM OR OTHER NOTICE OF WHICH MAY BE RECORDED WITH THE COUNTY CLERK AND RECORDER.

8.7.3. OIL AND GAS ACTIVITY. OIL AND GAS ACTIVITY THAT MAY OCCUR ON OR ADJACENT TO THE PROPERTY MAY INCLUDE, BUT IS NOT LIMITED TO, SURVEYING, DRILLING, WELL COMPLETION OPERATIONS, STORAGE, OIL AND GAS, OR PRODUCTION FACILITIES, PRODUCING WELLS, REWORKING OF CURRENT WELLS, AND GAS GATHERING AND PROCESSING FACILITIES.

8.7.4. ADDITIONAL INFORMATION. BUYER IS ENCOURAGED TO SEEK ADDITIONAL INFORMATION REGARDING OIL AND GAS ACTIVITY ON OR ADJACENT TO THE PROPERTY, INCLUDING DRILLING PERMIT APPLICATIONS. THIS INFORMATION MAY BE AVAILABLE FROM THE COLORADO OIL AND GAS CONSERVATION COMMISSION.

8.7.5. Title Insurance Exclusions. Matters set forth in this Section, and others, may be excepted, excluded from, or not covered by the owner's title insurance policy.

8.8. Consult an Attorney. Buyer is advised to timely consult legal counsel with respect to all such matters as there are strict time limits provided in this Contract (e.g., **Record Title Objection Deadline** and **Off-Record Title Objection Deadline**).

9. NEW ILC, NEW SURVEY.

9.1. New ILC or New Survey. If the box is checked, a ☒ **New Improvement Location Certificate (New ILC)** ☐ **New Survey** in the form of ***n/a*** is required and the following will apply:

9.1.1. Ordering of New ILC or New Survey. ☐**Seller** ☒**Buyer** will order the New ILC or New Survey. The New ILC or New Survey may also be a previous ILC or survey that is in the above-required form, certified and updated as of a date after the date of this Contract.

9.1.2. Payment for New ILC or New Survey. The cost of the New ILC or New Survey will be paid, on or before Closing, by: ☒**Seller** ☐**Buyer** or: ***n/a***

9.1.3. Delivery of New ILC or New Survey. Buyer, Seller, the issuer of the Title Commitment (or the provider of the opinion of title if an Abstract of Title), and ***real estate broker involved*** will receive a New ILC or New Survey on or before **New ILC or New Survey Deadline**.

9.1.4. Certification of New ILC or New Survey. The New ILC or New Survey will be certified by

the surveyor to all those who are to receive the New ILC or New Survey.

9.2. Buyer's Right to Waive or Change New ILC or New Survey Selection. Buyer may select a New ILC or New Survey different than initially specified in this Contract if there is no additional cost to Seller or change to the **New ILC or New Survey Objection Deadline**. Buyer may, in Buyer's sole subjective discretion, waive a New ILC or New Survey if done prior to Seller incurring any cost for the same.

9.3. New ILC or New Survey Objection. Buyer has the right to review and object to the **New** ILC or New Survey. If the New ILC or New Survey is not timely received by Buyer or is unsatisfactory to Buyer, in Buyer's sole subjective discretion, Buyer may, on or before **New ILC or New Survey Objection Deadline**, notwithstanding § 8.3 or § 13:

9.3.1. Notice to Terminate. Notify Seller in writing that this Contract is terminated; or

9.3.2. New ILC or New Survey Objection. Deliver to Seller a written description of any matter that was to be shown or is shown in the New ILC or New Survey that is unsatisfactory and that Buyer requires Seller to correct.

9.3.3. New ILC or New Survey Resolution. If a **New ILC or New Survey Objection** is received by Seller, on or before **New ILC or New Survey Objection Deadline**, and if Buyer and Seller have not agreed in writing to a settlement thereof on or before **New ILC or New Survey Resolution Deadline**, this Contract will terminate on expiration of the **New ILC or New Survey Resolution Deadline**, unless Seller receives Buyer's written withdrawal of the New ILC or New Survey Objection before such termination, i.e., on or before expiration of **New ILC or New Survey Resolution Deadline**.

DISCLOSURE, INSPECTION AND DUE DILIGENCE

10. PROPERTY DISCLOSURE, INSPECTION, INDEMNITY, INSURABILITY, DUE DILIGENCE AND SOURCE OF WATER.

10.1. Seller's Property Disclosure. On or before **Seller's Property Disclosure Deadline**, Seller agrees to deliver to Buyer the most current version of the applicable Colorado Real Estate Commission's Seller's Property Disclosure form completed by Seller to Seller's actual knowledge, current as of the date of this Contract.

10.2. Disclosure of Latent Defects; Present Condition. Seller must disclose to Buyer any latent defects actually known by Seller. Seller agrees that disclosure of latent defects will be in writing. Except as otherwise provided in this Contract, Buyer acknowledges that Seller is conveying the Property to Buyer in an "**As Is**" condition, "**Where Is**" and "**With All Faults.**"

10.3. Inspection. Unless otherwise provided in this Contract, Buyer, acting in good faith, has the right to have inspections (by one or more third parties, personally or both) of the Property and Inclusions (Inspection), at Buyer's expense. If (1) the physical condition of the Property, including, but not limited to, the roof, walls, structural integrity of the Property, the electrical, plumbing, HVAC and other mechanical systems of the Property, (2) the physical condition of the Inclusions, (3) service to the Property (including utilities and communication services), systems and components of the Property (e.g., heating and plumbing), (4) any proposed or existing transportation project, road, street or highway, or (5) any other activity, odor or noise (whether on or off the Property) and its effect or expected effect on the Property or its occupants is unsatisfactory, in Buyer's sole subjective discretion, Buyer may, on or before **Inspection Objection Deadline**:

10.3.1. Notice to Terminate. Notify Seller in writing that this Contract is terminated; or

10.3.2. Inspection Objection. Deliver to Seller a written description of any unsatisfactory physical condition that Buyer requires Seller to correct.

10.3.3. Inspection Resolution. If an Inspection Objection is received by Seller, on or before **Inspection Objection Deadline**, and if Buyer and Seller have not agreed in writing to a settlement thereof on or before **Inspection Resolution Deadline**, this Contract will terminate on **Inspection Resolution Deadline** unless Seller receives Buyer's written withdrawal of the Inspection Objection before such termination, i.e., on or before expiration of **Inspection Resolution Deadline**.

10.4. Damage, Liens and Indemnity. Buyer, except as otherwise provided in this Contract or other written agreement between the parties, is responsible for payment for all inspections, tests, surveys, engineering reports, or other reports performed at Buyer's request (Work) and must pay for any damage that occurs to the Property and Inclusions as a result of such Work. Buyer must not permit claims or liens of any kind against the Property for Work performed on the Property. Buyer agrees to indemnify, protect and hold Seller harmless from and against any liability, damage, cost or expense incurred by Seller and caused by any such Work, claim, or lien. This indemnity includes Seller's right to recover all costs and expenses incurred by Seller to defend against any such liability, damage, cost or expense, or to enforce this section, including Seller's reasonable attorney

fees, legal fees and expenses. The provisions of this section survive the termination of this Contract. This § 10.4 does not apply to items performed pursuant to an Inspection Resolution.

10.5. Insurability. Buyer has the right to review and object to the availability, terms and conditions of and premium for property insurance (Property Insurance). Buyer has the Right to Terminate under § 25.1, on or before **Property Insurance Objection Deadline**, based on any unsatisfactory provision of the Property Insurance, in Buyer's sole subjective discretion.

10.6. Due Diligence.

10.6.1. Due Diligence Documents. If the respective box is checked, Seller agrees to deliver copies of the following documents and information pertaining to the Property (Due Diligence Documents) to Buyer on or before **Due Diligence Documents Delivery Deadline**:

☐ **10.6.1.1.** All contracts relating to the operation, maintenance and management of the Property;

☐ **10.6.1.2.** Property tax bills for the last ***na*** years;

☐ **10.6.1.3.** As-built construction plans to the Property and the tenant improvements, including architectural, electrical, mechanical, and structural systems, engineering reports, and permanent Certificates of Occupancy, to the extent now available;

☐ **10.6.1.4.** A list of all Inclusions to be conveyed to Buyer;

☐ **10.6.1.5.** Operating statements for the past ***n/a*** years;

☐ **10.6.1.6.** A rent roll accurate and correct to the date of this Contract;

☒ **10.6.1.7.** All current leases, including any amendments or other occupancy agreements, pertaining to the Property. Those leases or other occupancy agreements pertaining to the Property that survive Closing are as follows (Leases): ***n/a***

☐ **10.6.1.8.** A schedule of any tenant improvement work Seller is obligated to complete but has not yet been completed and capital improvement work either scheduled or in process on the date of this Contract;

☐ **10.6.1.9.** All insurance policies pertaining to the Property and copies of any claims which have been made for the past ***n/a*** years;

☒ **10.6.1.10.** Soils reports, surveys and engineering reports or data pertaining to the Property (if not delivered earlier under § 8.3);

☒ **10.6.1.11.** Any and all existing documentation and reports regarding Phase I and II environmental reports, letters, test results, advisories, and similar documents respective to the existence or nonexistence of asbestos, PCB transformers, or other toxic, hazardous or contaminated substances, and/or underground storage tanks and/or radon gas. If no reports are in Seller's possession or known to Seller, Seller warrants that no such reports are in Seller's possession or known to Seller;

☒ **10.6.1.12.** Any *Americans with Disabilities Act* reports, studies or surveys concerning the compliance of the Property with said Act;

☐ **10.6.1.13.** All permits, licenses and other building or use authorizations issued by any governmental authority with jurisdiction over the Property and written notice of any violation of any such permits, licenses or use authorizations, if any; and

☒ **10.6.1.14.** Other documents and information:

any information pertaining to any encroachments of any buildings.

10.6.2. Due Diligence Documents Review and Objection. Buyer has the right to review and object to Due Diligence Documents. If the Due Diligence Documents are not supplied to Buyer or are unsatisfactory in Buyer's sole subjective discretion, Buyer may, on or before **Due Diligence Documents Objection Deadline**:

10.6.2.1. Notice to Terminate. Notify Seller in writing that this Contract is terminated; or

10.6.2.2. Due Diligence Documents Objection. Deliver to Seller a written description of any unsatisfactory Due Diligence Documents that Buyer requires Seller to correct.

10.6.2.3. Due Diligence Documents Resolution. If a Due Diligence Documents Objection is received by Seller, on or before **Due Diligence Documents Objection Deadline**, and if Buyer and Seller have not agreed in writing to a settlement thereof on or before **Due Diligence Documents Resolution Deadline**, this Contract will terminate on **Due Diligence Documents Resolution Deadline** unless Seller receives Buyer's written withdrawal of the Due Diligence Documents Objection before such termination, i.e., on or before expiration of **Due Diligence Documents Resolution Deadline**.

10.6.3. Zoning. Buyer has the Right to Terminate under § 25.1, on or before **Due Diligence**

Documents Objection Deadline, based on any unsatisfactory zoning and any use restrictions imposed by any governmental agency with jurisdiction over the Property, in Buyer's sole subjective discretion.

10.6.4. Due Diligence – Environmental, ADA. Buyer has the right to obtain environmental inspections of the Property including Phase I and Phase II Environmental Site Assessments, as applicable. ☐ **Seller** ☒**Buyer** will order or provide **Phase I Environmental Site Assessment**, **Phase II Environmental Site Assessment** (compliant with most current version of the applicable ASTM E1527standard practices for Environmental Site Assessments) and/or ☐ ***n/a***, at the expense of ☐**Seller** ☐**Buyer** (Environmental Inspection). In addition, Buyer, at Buyer's expense, may also conduct an evaluation whether the Property complies with the *Americans with Disabilities Act* (ADA Evaluation). All such inspections and evaluations must be conducted at such times as are mutually agreeable to minimize the interruption of Seller's and any Seller's tenants' business uses of the Property, if any.

If Buyer's Phase I Environmental Site Assessment recommends a Phase II Environmental Site Assessment, the **Environmental Inspection Objection Deadline** will be extended by ***30*** days (Extended Environmental Inspection Objection Deadline) and if such Extended Environmental Inspection Objection Deadline extends beyond the **Closing Date**, the **Closing Date** will be extended a like period of time. In such event, ☐ **Seller** ☐**Buyer** must pay the cost for such Phase II Environmental Site Assessment.

Notwithstanding Buyer's right to obtain additional environmental inspections of the Property in this § 10.6.5, Buyer has the Right to Terminate under § 25.1, on or before **Environmental Inspection Objection Deadline**, or if applicable, the Extended Environmental Inspection Objection Deadline, based on any unsatisfactory results of Environmental Inspection, in Buyer's sole subjective discretion.

Buyer has the Right to Terminate under § 25.1, on or before **ADA Evaluation Objection Deadline**, based on any unsatisfactory ADA Evaluation, in Buyer's sole subjective discretion.

10.7. Conditional Upon Sale of Property. This Contract is conditional upon the sale and closing of that certain property owned by Buyer and commonly known as ***n/a***. Buyer has the Right to Terminate under § 25.1 effective upon Seller's receipt of Buyer's Notice to Terminate on or before **Conditional Sale Deadline** if such property is not sold and closed by such deadline. This § 10.7 is for the sole benefit of Buyer. If Seller does not receive Buyer's Notice to Terminate on or before **Conditional Sale Deadline**, Buyer waives any Right to Terminate under this provision.

10.8. Source of Potable Water (Residential Land and Residential Improvements Only). Buyer ☐**Does** ☒**Does Not** acknowledge receipt of a copy of Seller's Property Disclosure or Source of Water Addendum disclosing the source of potable water for the Property. ☒ There is **No Well**. Buyer ☐**Does** ☐**Does Not** acknowledge receipt of a copy of the current well permit.

Note to Buyer: SOME WATER PROVIDERS RELY, TO VARYING DEGREES, ON NONRENEWABLE GROUND WATER. YOU MAY WISH TO CONTACT YOUR PROVIDER (OR INVESTIGATE THE DESCRIBED SOURCE) TO DETERMINE THE LONG-TERM SUFFICIENCY OF THE PROVIDER'S WATER SUPPLIES.

10.9. Existing Leases; Modification of Existing Leases; New Leases. Seller states that none of the Leases to be assigned to the Buyer at the time of Closing contain any rent concessions, rent reductions or rent abatements except as disclosed in the Lease or other writing received by Buyer. Seller will not amend, alter, modify, extend or cancel any of the Leases nor will Seller enter into any new leases affecting the Property without the prior written consent of Buyer, which consent will not be unreasonably withheld or delayed.

11. TENANT ESTOPPEL STATEMENTS.

11.1. Tenant Estoppel Statements Conditions. Buyer has the right to review and object to any Estoppel Statements. Seller must obtain and deliver to Buyer on or before **Tenant Estoppel Statements Deadline**, statements in a form and substance reasonably acceptable to Buyer, from each occupant or tenant at the Property (Estoppel Statement) attached to a copy of the Lease stating:

11.1.1. The commencement date of the Lease and scheduled termination date of the Lease;

11.1.2. That said Lease is in full force and effect and that there have been no subsequent modifications or amendments;

11.1.3. The amount of any advance rentals paid, rent concessions given, and deposits paid to Seller;

11.1.4. The amount of monthly (or other applicable period) rental paid to Seller;

11.1.5. That there is no default under the terms of said Lease by landlord or occupant; and

11.1.6. That the Lease to which the Estoppel is attached is a true, correct and complete copy of the Lease demising the premises it describes.

11.2. Tenant Estoppel Statements Objection. Buyer has the Right to Terminate under § 25.1, on or before **Tenant Estoppel Statements Objection Deadline**, based on any unsatisfactory Estoppel Statement, in

Buyer's sole subjective discretion, or if Seller fails to deliver the Estoppel Statements on or before **Tenant Estoppel Statements Deadline**. Buyer also has the unilateral right to waive any unsatisfactory Estoppel Statement.

CLOSING PROVISIONS

12. CLOSING DOCUMENTS, INSTRUCTIONS AND CLOSING.

12.1. Closing Documents and Closing Information. Seller and Buyer will cooperate with the Closing Company to enable the Closing Company to prepare and deliver documents required for Closing to Buyer and Seller and their designees. If Buyer is obtaining a new loan to purchase the Property, Buyer acknowledges Buyer's lender is required to provide the Closing Company, in a timely manner, all required loan documents and financial information concerning Buyer's new loan. Buyer and Seller will furnish any additional information and documents required by Closing Company that will be necessary to complete this transaction. Buyer and Seller will sign and complete all customary or reasonably required documents at or before Closing.

12.2. Closing Instructions. Colorado Real Estate Commission's Closing Instructions ☐**Are** ☒**Are Not** executed with this Contract.

12.3. Closing. Delivery of deed from Seller to Buyer will be at closing (Closing). Closing will be on the date specified as the **Closing Date** or by mutual agreement at an earlier date. The hour and place of Closing will be as designated by ***mutual agreement of seller and buyer***.

12.4. Disclosure of Settlement Costs. Buyer and Seller acknowledge that costs, quality, and extent of service vary between different settlement service providers (e.g., attorneys, lenders, inspectors and title companies).

13. TRANSFER OF TITLE. Subject to tender of payment at Closing as required herein and compliance by Buyer with the other terms and provisions hereof, Seller must execute and deliver a good and sufficient ***general warranty*** deed to Buyer, at Closing, conveying the Property free and clear of all taxes except the general taxes for the year of Closing. Except as provided herein, title will be conveyed free and clear of all liens, including any governmental liens for special improvements installed as of the date of Buyer's signature hereon, whether assessed or not. Title will be conveyed subject to:

13.1. Those specific Exceptions described by reference to recorded documents as reflected in the Title Documents accepted by Buyer in accordance with **Record Title**,

13.2. Distribution utility easements (including cable TV),

13.3. Those specifically described rights of third parties not shown by the public records of which Buyer has actual knowledge and which were accepted by Buyer in accordance with **Off-Record Title** and **New ILC or New Survey**,

13.4. Inclusion of the Property within any special taxing district, and

13.5. Any special assessment if the improvements were not installed as of the date of Buyer's signature hereon, whether assessed prior to or after Closing, and

13.6. Other ***n/a***.

14. PAYMENT OF ENCUMBRANCES. Any encumbrance required to be paid will be paid at or before Closing from the proceeds of this transaction or from any other source.

15. CLOSING COSTS, CLOSING FEE, ASSOCIATION FEES AND TAXES.

15.1. Closing Costs. Buyer and Seller must pay, in Good Funds, their respective closing costs and all other items required to be paid at Closing, except as otherwise provided herein.

15.2. Closing Services Fee. The fee for real estate closing services must be paid at Closing by ☐ **Buyer** ☐ **Seller** ☒ **One-Half by Buyer and One-Half by Seller** ☐ **Other** ***n/a***.

15.3. Status Letter and Record Change Fees. Any fees incident to the issuance of Association's statement of assessments (Status Letter) must be paid by ☐**None** ☐**Buyer** ☐**Seller** ☐**One-Half by Buyer and One-Half by Seller.** Any record change fee assessed by the Association including, but not limited to, ownership record transfer fees regardless of name or title of such fee (Association's Record Change Fee) must be paid by ☐**None** ☐ **Buyer** ☐ **Seller** ☐ **One-Half by Buyer and One-Half by Seller**.

15.4. Local Transfer Tax. ☐ **The Local Transfer Tax** of ***n/a*** % of the Purchase Price must be paid at Closing by ☐**None** ☐ **Buyer** ☐ **Seller** ☐ **One-Half by Buyer and One-Half by Seller.**

15.5. Private Transfer Fee. Private transfer fees and other fees due to a transfer of the Property, payable at Closing, such as community association fees, developer fees and foundation fees, must be paid at Closing by ☐**None** ☐**Buyer** ☐**Seller** ☐**One-Half by Buyer and One-Half by Seller**. The Private Transfer fee, whether one or more, is for the following association(s): ***n/a*** in the total amount of ***na***% of the Purchase Price or $ ***n/a***.

15.6. Water Transfer Fees. The Water Transfer Fees can change. The fees, as of the date of this Contract, do not exceed $ ***n/a*** for:
☐ Water Stock/Certificates ☐ Water District
☐ Augmentation Membership ☐ Small Domestic Water Company ☐ ***n/a*** and must be paid at Closing by ☐ **None** ☐ **Buyer** ☐ **Seller** ☐ **One-Half by Buyer and One-Half by Seller**

15.7. Sales and Use Tax. Any sales and use tax that may accrue because of this transaction must be paid when due by ☐ **None** ☐ **Buyer** ☐ **Seller** ☐ **One-Half by Buyer and One-Half by Seller**.

16. PRORATIONS. The following will be prorated to the **Closing Date**, except as otherwise provided:

16.1. Taxes. Personal property taxes, if any, special taxing district assessments, if any, and general real estate taxes for the year of Closing, based on ☐ **Taxes for the Calendar Year Immediately Preceding Closing** ☒ **Most Recent Mill Levy and Most Recent Assessed Valuation**, ☐ **Other** ***n/a***.

16.2. Rents. Rents based on ☐ **Rents Actually Received** ☐**Accrued**. At Closing, Seller will transfer or credit to Buyer the security deposits for all Leases assigned, or any remainder after lawful deductions, and notify all tenants in writing of such transfer and of the transferee's name and address. Seller must assign to Buyer all Leases in effect at Closing and Buyer must assume Seller's obligations under such Leases.

16.3. Association Assessments. Current regular Association assessments and dues (Association Assessments) paid in advance will be credited to Seller at Closing. Cash reserves held out of the regular Association Assessments for deferred maintenance by the Association will not be credited to Seller except as may be otherwise provided by the Governing Documents. Buyer acknowledges that Buyer may be obligated to pay the Association, at Closing, an amount for reserves or working capital. Any special assessment assessed prior to **Closing Date** by the Association will be the obligation of ☐**Buyer** ☐**Seller**. Except however, any special assessment by the Association for improvements that have been installed as of the date of Buyer's signature hereon, whether assessed prior to or after Closing, will be the obligation of Seller. Seller represents that the Association Assessments are currently payable at approximately $ ***n/a*** per ***n/a*** and that there are no unpaid regular or special assessments against the Property except the current regular assessments and ***n/a***. Such assessments are subject to change as provided in the Governing Documents. Seller agrees to promptly request the Association to deliver to Buyer before **Closing Date** a current Status Letter.

16.4. Other Prorations. Water and sewer charges, propane, interest on continuing loan, and ***n/a***.

16.5. Final Settlement. Unless otherwise agreed in writing, these prorations are final.

17. POSSESSION. Possession of the Property will be delivered to Buyer on **Possession Date** at **Possession Time**, subject to the Leases as set forth in § 10.6.1.7.

If Seller, after Closing, fails to deliver possession as specified, Seller will be subject to eviction and will be additionally liable to Buyer for payment of $ ***200.00*** per day (or any part of a day notwithstanding § 18.1) from **Possession Date** and **Possession Time** until possession is delivered.

GENERAL PROVISIONS

18. DAY; COMPUTATION OF PERIOD OF DAYS, DEADLINE.

18.1. Day. As used in this Contract, the term "day" means the entire day ending at 11:59 p.m., United States Mountain Time (Standard or Daylight Savings as applicable).

18.2. Computation of Period of Days, Deadline. In computing a period of days, when the ending date is not specified, the first day is excluded and the last day is included (e.g., three days after MEC). If any deadline falls on a Saturday, Sunday or federal or Colorado state holiday (Holiday), such deadline ☒ **Will** ☐ **Will Not** be extended to the next day that is not a Saturday, Sunday or Holiday. Should neither box be checked, the deadline will not be extended.

19. CAUSES OF LOSS, INSURANCE; DAMAGE TO INCLUSIONS AND SERVICES; CONDEMNATION; AND WALK-THROUGH. Except as otherwise provided in this Contract, the Property, Inclusions or both will be delivered in the condition existing as of the date of this Contract, ordinary wear and tear excepted.

19.1. Causes of Loss, Insurance. In the event the Property or Inclusions are damaged by fire, other perils or causes of loss prior to Closing in an amount of not more than ten percent of the total Purchase Price (Property Damage), and if the repair of the damage will be paid by insurance (other than the deductible to be paid by Seller), then Seller, upon receipt of the insurance proceeds, will use Seller's reasonable efforts to repair the Property before **Closing Date**. Buyer has the Right to Terminate under § 25.1, on or before **Closing Date** if the Property is not repaired before **Closing Date** or if the damage exceeds such sum. Should Buyer elect to carry out this Contract despite such Property Damage, Buyer is entitled to a credit at Closing for all insurance proceeds that were received by Seller (but not the Association, if any) resulting from damage to the Property and Inclusions, plus the amount of any deductible provided for in the insurance policy. This credit may not exceed the Purchase Price. In the event Seller has not received the insurance proceeds prior to Closing, the parties may agree to extend the **Closing Date** to have the Property repaired prior to Closing or, at the option of Buyer, (1) Seller must assign to Buyer the right to the proceeds at Closing, if acceptable to Seller's insurance company and Buyer's lender; or (2) the parties may enter into a written agreement prepared by the parties or their attorney requiring the Seller to escrow at Closing from Seller's sale proceeds the amount Seller has received and will receive due to such damage, not exceeding the total Purchase Price, plus the amount of any deductible that applies to the insurance claim.

19.2. Damage, Inclusions and Services. Should any Inclusion or service (including utilities and communication services), system, component or fixture of the Property (collectively Service) (e.g., heating or plumbing), fail or be damaged between the date of this Contract and Closing or possession, whichever is earlier, then Seller is liable for the repair or replacement of such Inclusion or Service with a unit of similar size, age and quality, or an equivalent credit, but only to the extent that the maintenance or replacement of such Inclusion or Service is not the responsibility of the Association, if any, less any insurance proceeds received by Buyer covering such repair or replacement. If the failed or damaged Inclusion or Service is not repaired or replaced on or before Closing or possession, whichever is earlier, Buyer has the Right to Terminate under § 25.1, on or before **Closing Date**, or, at the option of Buyer, Buyer is entitled to a credit at Closing for the repair or replacement of such Inclusion or Service. Such credit must not exceed the Purchase Price. If Buyer receives such a credit, Seller's right for any claim against the Association, if any, will survive Closing. Seller and Buyer are aware of the existence of pre-owned home warranty programs that may be purchased and may cover the repair or replacement of such Inclusions.

19.3. Condemnation. In the event Seller receives actual notice prior to Closing that a pending condemnation action may result in a taking of all or part of the Property or Inclusions, Seller must promptly notify Buyer, in writing, of such condemnation action. Buyer has the Right to Terminate under § 25.1, on or before **Closing Date**, based on such condemnation action, in Buyer's sole subjective discretion. Should Buyer elect to consummate this Contract despite such diminution of value to the Property and Inclusions, Buyer is entitled to a credit at Closing for all condemnation proceeds awarded to Seller for the diminution in the value of the Property or Inclusions but such credit will not include relocation benefits or expenses, or exceed the Purchase Price.

19.4. Walk-Through and Verification of Condition. Buyer, upon reasonable notice, has the right to walk through the Property prior to Closing to verify that the physical condition of the Property and Inclusions complies with this Contract.

19.5. Risk of Loss - Growing Crops. The risk of loss for damage to growing crops by fire or other casualty will be borne by the party entitled to the growing crops as provided in § 2.8 and such party is entitled to such insurance proceeds or benefits for the growing crops.

20. RECOMMENDATION OF LEGAL AND TAX COUNSEL. By signing this Contract, Buyer and Seller acknowledge that the respective broker has advised that this Contract has important legal consequences and has recommended the examination of title and consultation with legal and tax or other counsel before signing this Contract.

21. TIME OF ESSENCE, DEFAULT AND REMEDIES. Time is of the essence for all dates and deadlines in this Contract. This means that all dates and deadlines are strict and absolute. If any payment due, including Earnest Money, is not paid, honored or tendered when due, or if any obligation is not performed timely as provided in this Contract or waived, the non-defaulting party has the following remedies:

21.1. If Buyer is in Default:

☐ **21.1.1. Specific Performance.** Seller may elect to cancel this Contract and all Earnest Money

(whether or not paid by Buyer) will be paid to Seller and retained by Seller. It is agreed that the Earnest Money is not a penalty, and the Parties agree the amount is fair and reasonable. Seller may recover such additional damages as may be proper. Alternatively, Seller may elect to treat this Contract as being in full force and effect and Seller has the right to specific performance or damages, or both.

21.1.2. Liquidated Damages, Applicable. This § 21.1.2 applies unless the box in § 21.1.1. is checked. Seller may cancel this Contract. All Earnest Money (whether or not paid by Buyer) will be paid to Seller, and retained by Seller. It is agreed that the Earnest Money specified in § 4.1 is LIQUIDATED DAMAGES, and not a penalty, which amount the parties agree is fair and reasonable and (except as provided in §§ 10.4, 22, 23 and 24), said payment of Earnest Money is SELLER'S ONLY REMEDY for Buyer's failure to perform the obligations of this Contract. Seller expressly waives the remedies of specific performance and additional damages.

21.2. If Seller is in Default: Buyer may elect to treat this Contract as canceled, in which case all Earnest Money received hereunder will be returned and Buyer may recover such damages as may be proper. Alternatively, Buyer may elect to treat this Contract as being in full force and effect and Buyer has the right to specific performance or damages, or both.

22. LEGAL FEES, COST AND EXPENSES. Anything to the contrary herein notwithstanding, in the event of any arbitration or litigation relating to this Contract, prior to or after **Closing Date**, the arbitrator or court must award to the prevailing party all reasonable costs and expenses, including attorney fees, legal fees and expenses.

23. MEDIATION. If a dispute arises relating to this Contract, (whether prior to or after Closing) and is not resolved, the parties must first proceed, in good faith, to mediation. Mediation is a process in which the parties meet with an impartial person who helps to resolve the dispute informally and confidentially. Mediators cannot impose binding decisions. Before any mediated settlement is binding, the parties to the dispute must agree to the settlement, in writing. The parties will jointly appoint an acceptable mediator and will share equally in the cost of such mediation. The obligation to mediate, unless otherwise agreed, will terminate if the entire dispute is not resolved within thirty days of the date written notice requesting mediation is delivered by one party to the other at that party's last known address (physical or electronic as provided in § 27). Nothing in this Section prohibits either party from filing a lawsuit and recording a *lis pendens* affecting the Property, before or after the date of written notice requesting mediation. This section will not alter any date in this Contract, unless otherwise agreed.

24. EARNEST MONEY DISPUTE. Except as otherwise provided herein, Earnest Money Holder must release the Earnest Money following receipt of written mutual instructions, signed by both Buyer and Seller. In the event of any controversy regarding the Earnest Money, Earnest Money Holder is not required to release the Earnest Money. Earnest Money Holder, in its sole subjective discretion, has several options: (1) wait for any proceeding between Buyer and Seller; (2) interplead all parties and deposit Earnest Money into a court of competent jurisdiction, (Earnest Money Holder is entitled to recover court costs and reasonable attorney and legal fees incurred with such action); or (3) provide notice to Buyer and Seller that unless Earnest Money Holder receives a copy of the Summons and Complaint or Claim (between Buyer and Seller) containing the case number of the lawsuit (Lawsuit) within one hundred twenty days of Earnest Money Holder's notice to the parties, Earnest Money Holder is authorized to return the Earnest Money to Buyer. In the event Earnest Money Holder does receive a copy of the Lawsuit, and has not interpled the monies at the time of any Order, Earnest Money Holder must disburse the Earnest Money pursuant to the Order of the Court. The parties reaffirm the obligation of **Mediation**. This Section will survive cancellation or termination of this Contract.

25. TERMINATION.

25.1. Right to Terminate. If a party has a right to terminate, as provided in this Contract (Right to Terminate), the termination is effective upon the other party's receipt of a written notice to terminate (Notice to Terminate), provided such written notice was received on or before the applicable deadline specified in this Contract. If the Notice to Terminate is not received on or before the specified deadline, the party with the Right to Terminate accepts the specified matter, document or condition as satisfactory and waives the Right to Terminate under such provision.

25.2. Effect of Termination. In the event this Contract is terminated, all Earnest Money received hereunder will be returned and the parties are relieved of all obligations hereunder, subject to §§ 10.4, 22, 23 and 24.

26. ENTIRE AGREEMENT, MODIFICATION, SURVIVAL; SUCCESSORS. This Contract, its exhibits and

specified addenda, constitute the entire agreement between the parties relating to the subject hereof, and any prior agreements pertaining thereto, whether oral or written, have been merged and integrated into this Contract. No subsequent modification of any of the terms of this Contract is valid, binding upon the parties, or enforceable unless made in writing and signed by the parties. Any right or obligation in this Contract that, by its terms, exists or is intended to be performed after termination or Closing survives the same. Any successor to a Party receives the predecessor's benefits and obligations of this Contract.

27. NOTICE, DELIVERY, AND CHOICE OF LAW.

27.1. Physical Delivery and Notice. Any document, or notice to Buyer or Seller must be in writing, except as provided in § 27.2, and is effective when physically received by such party, any individual named in this Contract to receive documents or notices for such party, the Broker, or Brokerage Firm of Broker working with such party (except any notice or delivery after Closing must be received by the party, not Broker or Brokerage Firm).

27.2. Electronic Notice. As an alternative to physical delivery, any notice, may be delivered in electronic form to Buyer or Seller, any individual named in this Contract to receive documents or notices for such party, the Broker or Brokerage Firm of Broker working with such party (except any notice or delivery after Closing must be received by the party; not Broker or Brokerage Firm) at the electronic address of the recipient by facsimile, email or ***n/a***.

27.3. Electronic Delivery. Electronic Delivery of documents and notice may be delivered by: (1) email at the email address of the recipient, (2) a link or access to a website or server provided the recipient receives the information necessary to access the documents, or (3) facsimile at the Fax No. of the recipient.

27.4. Choice of Law. This Contract and all disputes arising hereunder are governed by and construed in accordance with the laws of the State of Colorado that would be applicable to Colorado residents who sign a contract in Colorado for real property located in Colorado.

28. NOTICE OF ACCEPTANCE, COUNTERPARTS. This proposal will expire unless accepted in writing, by Buyer and Seller, as evidenced by their signatures below, and the offering party receives notice of such acceptance pursuant to § 27 on or before **Acceptance Deadline Date** and **Acceptance Deadline Time**. If accepted, this document will become a contract between Seller and Buyer. A copy of this Contract may be executed by each party, separately, and when each party has executed a copy thereof, such copies taken together are deemed to be a full and complete contract between the parties.

29. GOOD FAITH. Buyer and Seller acknowledge that each party has an obligation to act in good faith including, but not limited to, exercising the rights and obligations set forth in the provisions of **Financing Conditions and Obligations**, **Title Insurance, Record Title and Off-Record Title**, **New ILC, New Survey** and **Property Disclosure, Inspection, Indemnity**, **Insurability, Due Diligence, Buyer Disclosure and Source of Water**.

ADDITIONAL PROVISIONS AND ATTACHMENTS

30. ADDITIONAL PROVISIONS. (The following additional provisions have not been approved by the Colorado Real Estate Commission.)

1. This contract and Buyer`s obligation to close and its other obligations hereunder are expressly conditioned upon the adoption by the City Council of Louisville of a resolution ratifying the execution of this contract and adoption and final effectiveness of an ordinance required for Buyer`s purchase of the Property and appropriation of funding thereof. In the event such resolution and ordinance are not adopted and fully effective by August 31, 2016 (including completion of required publication and expiration and/or exhaustion of any rights of referendum), this contract shall terminate, all earnest money shall be returned to Buyer, and both parties shall be released from all liability and further obligations hereunder (unless the Seller and Buyer mutually agree to extension of such August 31, 2016 date). It is acknowledged that adoption of such resolution and ordinance are at the the discretion of the City Council.

2. Pursuant to Paragraph 3, Item 36, the closing shall occur within 5 business days of final effectiveness of the City Council Ordinance authorizing the purchase.

3. If located on the Property, any existing trash enclosure facilities shall be removed off the

Property by the Seller within sixty days after closing.

4. If the Blue Parrot building encroaches into Lot 10, the City shall have the right , at it option, to require either a revocation license agreement to allow the encroachment after closing, or a replat to remove the area of such encroachment from the Property. In the event of a replat, the City shall be entitled to a pro-rata adjustment of the purchase price on a per square foot basis. For any such encroachment, the license agreement or replat shall be in place at or prior to the closing.

5. The Property shall be conveyed free and clear of all leases and tenancies. Seller by execution hereof represents there are no leases, tenancies or rental agreements relating to the Property or any part thereof which cannot be terminated by Seller prior to closing.

6. The Seller, Buyer and any other parties involved in this transaction agree to maintain complete confidentiality concerning any and all terms, parties involved, and conditions of this agreement until the contract is placed on a Louisville City Council agenda for approval. The parties will not disclose any information to anyone outside of the contract. The obligations of this provision shall expire on the date the packet containing such agenda item is publicly posted.

31. ATTACHMENTS.

31.1. The following attachments **are a part** of this Contract:

uin/a

31.2. The following disclosure forms **are attached** but are **not** a part of this Contract:

n/a

SIGNATURES

Malcolm Fleming, City Manager Date: *6/8/2016*

Buyer: *City of Louisville Colorado*
By: Malcolm Fleming, City Manager

[NOTE: If this offer is being countered or rejected, do not sign this document. Refer to § 32]

Joan Riggins President 6-10-16

SELLER'S SIGNATURE

Save Select Signature Font Clear

Seller: *Blue Parrot, Inc.*
By: Joan Riggins, Officer

32. COUNTER; REJECTION. This offer is ○ **Countered** ○ **Rejected.** ⊙ (clear selection)
Initials only of party (Buyer or Seller) who countered or rejected offer

You will be able to view the Initials Boxes once you have clicked on Countered or Rejected.

END OF CONTRACT TO BUY AND SELL REAL ESTATE

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33. BROKER'S ACKNOWLEDGMENTS AND COMPENSATION DISCLOSURE.
(To be completed by Broker working with Buyer)

Broker ☐ **Does** ☒ **Does Not** acknowledge receipt of Earnest Money deposit and, while not a party to the Contract, agrees to cooperate upon request with any mediation concluded under § 23. Broker agrees that if Brokerage Firm is the Earnest Money Holder and, except as provided in § 24, if the Earnest Money has not already been returned following receipt of a Notice to Terminate or other written notice of termination, Earnest Money Holder will release the Earnest Money as directed by the written mutual instructions. Such release of Earnest Money will be made within five days of Earnest Money Holder's receipt of the executed written mutual instructions, provided the Earnest Money check has cleared.

Broker is working with Buyer as a ☒ **Buyer's Agent** ☐ **Seller's Agent** ☐ **Transaction-Broker** in this transaction. ☐ This is a **Change of Status.**

Brokerage Firm's compensation or commission is to be paid by ☐ **Listing Brokerage Firm** ☐ **Buyer** ☐ **Other** ***Seller.***

Brokerage Firm's Name: ***RE/MAX Alliance***

Steve Anderson
_____ Date: ***6/8/2016***
Broker's Name: ***Steve Anderson***
Address: ***225 So. Boulder Rd. Louisville, CO 80027***
Ph: ***303-666-6500*** Fax: ***303-666-6408*** Email: ***steve@link2homes.com***

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(To be completed by Broker working with Seller)

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CBS4-6-15. CONTRACT TO BUY AND SELL REAL ESTATE (LAND)

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32. COUNTER; REJECTION. This offer is ○ **Countered** ○ **Rejected.** ⊙ (clear selection)
Initials only of party (Buyer or Seller) who countered or rejected offer

You will be able to view the Initials Boxes once you have clicked on Countered or Rejected.

END OF CONTRACT TO BUY AND SELL REAL ESTATE

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(To be completed by Broker working with Buyer)

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Brokerage Firm's Name: ***RE/MAX Alliance***

Steve Anderson
_____ Date: ***6/8/2016***

Broker's Name: ***Steve Anderson***
Address: ***225 So. Boulder Rd. Louisville, CO 80027***
Ph: ***303-666-6500*** Fax: ***303-666-6408*** Email: ***steve@link2homes.com***

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(To be completed by Broker working with Seller)

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Brokerage Firm's compensation or commission is to be paid by ☒ **Seller** ☐ **Buyer** ☐ **Other** ***n/a.***
Brokerage Firm's Name: ***RE/MAX Alliance***

Stephen Anderson
_____ Date: ***6/8/2016***

Broker's Name: ***Stephen Anderson***

Address: *225 So. Boulder Rd. Louisville, CO 80027*
Ph: 303-666-6500 Fax: 303-666-6408 Email: steve@link2homes.com

CBS4-6-15. CONTRACT TO BUY AND SELL REAL ESTATE (LAND)

CTM eContracts - ®2016 CTM Software Corp.

RE/MAX ALLIANCE
RE/MAX Alliance
Steve Anderson
Ph: 303-666-6500 Fax: 303-666-6408

The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission. (AE41-6-15) (Mandatory 1-16)

THIS FORM HAS IMPORTANT LEGAL CONSEQUENCES AND THE PARTIES SHOULD CONSULT LEGAL AND TAX OR OTHER COUNSEL BEFORE SIGNING.

AGREEMENT TO AMEND/EXTEND CONTRACT

Date: ***6/20/2016***

1. This agreement amends the contract dated ***6/7/2016*** (Contract), between ***Blue Parrot, Inc.*** (Seller), and ***City of Louisville Colorado*** (Buyer), relating to the sale and purchase of the following legally described real estate in the County of ***Boulder***, Colorado:

Lots 9 & 10, Block 4, Louisville Old Town

known as No. ***612 $ 624 Main Street, Louisville, CO 80027*** (Property).

NOTE: If the table is omitted, or if any item is left blank or is marked in the "No Change" column, it means no change to the corresponding provision of the Contract. If any item is marked in the "Deleted" column, it means that the corresponding provision of the Contract to which reference is made is deleted.

2. **§3. DATES AND DEADLINES.** [**Note:** This table may be omitted if inapplicable.]

Item No.	Reference	Event	Date or Deadline		No Change	Deleted
1	§ 4.3	Alternative Earnest Money Deadline	***no change***			
		Title				
2	§8.1	Record Title Deadline	***7/11/2016***	Monday		
3	§8.2	Record Title Objection Deadline	***7/22/2016***	Friday		
4	§8.3	Off-Record Title Deadline	***7/11/2016***	Monday		
5	§8.3	Off-Record Title Objection Deadline	***7/22/2016***	Friday		
6	§8.4	Title Resolution Deadline	***8/1/2016***	Monday		
7	§8.6	Right of First Refusal Deadline	***no change***			
		Owners' Association				
8	§7.3	Association Documents Deadline	***no change***			
9	§7.4	Association Documents Objection Deadline	***no change***			
		Seller's Property Disclosure				
10	§10.1	Seller's Property Disclosure Deadline	***no change***			
		Loan and Credit				
11	§5.1	Loan Application Deadline	***no change***			
12	§5.2	Loan Objection Deadline	***no change***			
13	§5.3	Buyer's Credit Information Deadline	***no change***			
14	§5.3	Disapproval of Buyer's Credit Information Deadline	***no change***			
15	§5.4	Existing Loan Documents Deadline	***no change***			
16	§5.4	Existing Loan Documents Objection Deadline	***no change***			
17	§5.4	Loan Transfer Approval Deadline	***no change***			
18	§4.7	Seller or Private Financing Deadline	***no change***			
		Appraisal				
19	§6.2	Appraisal Deadline	***no change***			

20	§6.2	Appraisal Objection Deadline	no change			
21	§6.2	Appraisal Resolution Deadline	no change			
		Survey				
22	§9.1	New ILC or New Survey Deadline	7/11/2016	Monday		
23	§9.3	New ILC or New Survey Objection Deadline	7/22/2016	Friday		
24	§9.4	New ILC or New Survey Resolution Deadline	8/1/2016	Monday		
		Inspection and Due Diligence				
25	§10.3	Inspection Objection Deadline	7/11/2016	Monday		
26	§10.3	Inspection Resolution Deadline	8/1/2016	Monday		
27	§10.5	Property Insurance Objection Deadline	no change			
28	§10.6	Due Diligence Documents Delivery Deadline	7/11/2016	Monday		
29	§10.6	Due Diligence Documents Objection Deadline	7/22/2016	Friday		
30	§10.6	Due Diligence Documents Resolution Deadline	8/1/2016	Monday		
31	§10.6	Environmental Inspection Objection Deadline CBS2, 3, 4	7/22/2016	Friday		
32	§10.6	ADA Evaluation Objection Deadline CBS2, 3, 4				
33	§10.7	Conditional Sale Deadline	no change			
34	§11.1	Tenant Estoppel Statements Deadline CBS2, 3, 4	no change			
35	§11.2	Tenant Estoppel Statements Objection Deadline CBS2,3,4	no change			
		Closing and Possession				
36	§12.3	**Closing Date**	no change			
37	§17	Possession Date	no change			
38	§17	Possession Time	no change			
39	n/a	n/a	no change			
40	n/a	n/a	no change			

3. Other dates or deadlines set forth in the Contract are changed as follows:

A. Under paragraph 9.1., change the checked box from "New Improvement Location Certificate" to "New Survey".
B. Under paragraph 9.1.2, change the party responsible for payment to the Buyer.

4. Additional amendments:

none

All other terms and conditions of the Contract remain the same.

This proposal expires unless accepted in writing by Seller and Buyer as evidenced by their signatures below and the offering party to this document receives notice of such acceptance on or before ***June ~~21~~ 23, 2016 NLT 5:00PM/MDT***
Date Time

Joan Riggins

SELLER'S SIGNATURE

Save Select Signature Font Clear

Seller: ***Blue Parrot, Inc.***
By: Joan Riggins, Officer

Seller: _____ Date: _____

32

33 Malcolm Fleming, City Manager Date: 6/22/2016

Buyer: ***City of Louisville Colorado***
By: Malcolm Fleming, City Manager

34

35 Buyer: _____ Date: _____

36

37

AE41-6-15. AGREEMENT TO AMEND/EXTEND CONTRACT

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Commercial Land Cost Comparisons-Downtown Louisville

Property Address	Use	Land Sq Ft	Total Sales Price	Sold Date	Land Assessed %	Tax Assessed Price Per Sq Ft
608 Main	Office	6520	$630,000	09/15	43%	$52
722 Main	Office/retail	7052	$575,000	07/14	41%	$35
816 Main	Empire	4784	$825,000	08/14	33%	$57
817 Main	Madera Rest	3477	$1,442,000	09/15	22%	$91
						Average - $59psf
Lots 9 & 10	**Parking lot**	**13,528 sq/ft**	**$700,000**			**$52 psf**
				Average sale price equates to $798,152		

City of Louisville
COLORADO • SINCE 1878

Purchase Contract for 612 & 624 Main Street Blue Parrot Parking Lot

Aaron DeJong
Economic Development
July 5, 2016

612 Main Parking Purchase

City of Louisville
COLORADO • SINCE 1878

- A purchase contract with Blue Parrot Inc. to purchase the southern parking lot of the Blue Parrot Restaurant,
- Legally described as Lots 9-10 Block 4, Louisville Old Town
- Purchase Price is $700,000.

612 Main Parking Purchase

City of Louisville
COLORADO • SINCE 1878

612 Main Parking Purchase

City of Louisville
COLORADO • SINCE 1878

- 13,528 square feet.
- 25 spaces under its current configuration
- The Blue Parrot satisfies their off-street parking requirement with their East parking lot.
- The parcel is zoned Community Commercial and could accommodate a new building in a redevelopment scenario.

612 Main Parking Purchase

City of Louisville
COLORADO • SINCE 1878

- Steve Anderson conducted a commercial sale analysis of recent downtown sales
- The average land component value of the sales was $59 per square foot.
- This purchase contract represents a $52 per square foot price.

612 Main Parking Purchase

City of Louisville
COLORADO • SINCE 1878

- Due diligence work has begun for the purchase with a land survey and Phase 1 Environmental Site Assessment
- The purchase ordinance states the property is being purchased as a general asset of the City for potential parking uses.

612 Main Parking Purchase

City of Louisville
COLORADO • SINCE 1878

- The purchase contract is $700,000.
- Additional costs for a Phase 1 Environmental Assessment and a land survey (estimated at $6,000).
- The purchase price will be charged to the General Fund and the
- Economic Development Department budget has an allocation for appraisal/surveying costs.

612 Main Parking Purchase

City of Louisville
COLORADO • SINCE 1878

Action Requested:

Resolution approving a Purchase Contract

And

1st Reading of Purchase Ordinance