

City Council

Agenda

Tuesday, July 19, 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: July 5, 2016

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

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.

8. REGULAR BUSINESS

7:15 – 7:30 pm

A. LILLIAN CRAZE DAY PROCLAMATION

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

7:30 – 8:00pm

B. PRESENTATION OF RECREATION/SENIOR CENTER AND AQUATICS TASK FORCE RECOMMENDATIONS

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

8:00 – 8:15 pm

C. CALLING A SPECIAL ELECTION FOR NOVEMBER 8, 2016 AND SUBMITTING TO THE LOUISVILLE VOTERS TABOR BALLOT ISSUES

1. RESOLUTION NO. 34, SERIES 2016 – A RESOLUTION CALLING A SPECIAL ELECTION FOR NOVEMBER 8, 2016, TO BE CONDUCTED AS A COORDINATED ELECTION, FOR THE PURPOSE OF SUBMITTING TABOR BALLOT ISSUES TO THE REGISTERED ELECTORS OF THE CITY

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

2. ORDINANCE NO. 1723, SERIES 2016 – AN ORDINANCE SUBMITTING TO THE REGISTERED ELECTORS OF THE CITY AT THE NOVEMBER 8, 2016 SPECIAL ELECTION A BALLOT ISSUE CONCERNING INCREASES IN CITY DEBT AND PROPERTY TAXES FOR THE PURPOSE OF CONSTRUCTING, EXPANDING AND RENOVATING THE LOUISVILLE RECREATION/SENIOR CENTER AND THE POOL FACILITIES AT MEMORY SQUARE PARK, AND AUTHORIZING OTHER ACTIONS REGARDING THE CONDUCT OF SUCH ELECTION – 1ST Reading – Set Public Hearing 08/02/2016

- City Attorney Introduction
- Action

3. **ORDINANCE NO. 1724, SERIES 2016 – AN ORDINANCE IMPOSING AN ADDITIONAL 0.15 PERCENT SALES AND USE TAX BEGINNING JANUARY 1, 2018, TO BE USED FOR OPERATING AND MAINTAINING THE LOUISVILLE RECREATION/SENIOR CENTER, POOL FACILITIES AT MEMORY SQUARE PARK AND OTHER RECREATION FACILITIES, AND TO BE IMPOSED ONLY IF THE REGISTERED ELECTORS OF THE CITY APPROVE A BALLOT ISSUE FOR CONSTRUCTING, EXPANDING AND RENOVATING THE LOUISVILLE RECREATION/SENIOR CENTER AND THE POOL FACILITIES AT MEMORY SQUARE PARK; AND PROVIDING FOR THE SUBMISSION OF THE ORDINANCE TO A VOTE OF THE REGISTERED ELECTORS AT A SPECIAL ELECTION TO BE HELD NOVEMBER 8, 2016 – 1ST Reading – Set Public Hearing 08/02/2016**
 - City Attorney Introduction
 - Action

8:15 – 8:30 pm

D. BLUE PARROT SOUTHERN PARKING LOT PURCHASE

1. **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 – *Continued from 07/05/2016***
 - Staff Presentation
 - Public Comments (Please limit to three minutes each)
 - Council Questions & Comments
 - Action

2. 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 – 2ND READING – PUBLIC HEARING – ADVERTISED *DAILY CAMERA* 07/10/2016

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

8:30 – 9:00 pm

E. RESOLUTION NO. 35, SERIES 2016 – A RESOLUTION MAKING FINDINGS AND RECOMMENDATIONS REGARDING THE HISTORIC PRESERVATION FUND GRANT APPLICATION FOR A HISTORIC INDUSTRIAL STRUCTURE LOCATED AT 540 COUNTRY ROAD, KNOWN AS THE LOUISVILLE GRAIN ELEVATOR

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

9:00 – 9:30 pm

F. RESOLUTION NO. 36, SERIES 2016 – A RESOLUTION APPROVING A REPLAT TO SUBDIVIDE A 15,000 SQUARE FOOT LOT INTO TWO LOTS IN THE RESIDENTIAL LOW (RL) ZONE DISTRICT, LOCATED AT 105 ROOSEVELT AVENUE, LOTS 15-17 & 10 FEET VACATED ALLEY, BLOCK 4, JOHNSON’S FIRST ADDITION

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

9:30 – 10:00 pm

G. DISCUSSION/DIRECTION – REVIEW OF CLEAN ENERGY COLLECTIVE (CEC) PURCHASE #1 PERFORMANCE AND CURRENT PURCHASE #2 OPTIONS THROUGH CEC

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

10:00 – 10:05 pm

H. ORDINANCE NO. 1725, SERIES 2016 – AN ORDINANCE APPROVING AN AMENDMENT TO THE BUSINESS CENTER AT CTC GENERAL DEVELOPMENT PLAN (GDP) TO REZONE LOT 1, BLOCK 3, BUSINESS CENTER AT CTC FROM PCZD-C TO PCZD-I – 1st Reading – Set Public Hearing 08/02/2016

- City Attorney Introduction
- Action

9. CITY ATTORNEY'S REPORT

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

11. ADJOURNMENT

07/07/2016 10:54
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City of Louisville, CO
DETAIL INVOICE LIST

P 1
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CASH ACCOUNT: 001000 101001

WARRANT: 070116 07/07/2016

VENDOR	VENDOR NAME	PURPOSE	AMOUNT
5255	FAMILY SUPPORT REGISTRY	Payroll Run 1 - Warrant 0	481.96
14246	MANAGER OF FINANCE	Payroll Run 1 - Warrant 0	36.73
14277	MIDLAND FUNDING LLC	Payroll Run 1 - Warrant 0	275.33
3 INVOICES		WARRANT TOTAL	794.02

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City of Louisville, CO
DETAIL INVOICE LIST

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CASH ACCOUNT: 001000 101001

WARRANT: 070716 07/07/2016

VENDOR	VENDOR NAME	PURPOSE	AMOUNT
99999	ALEX KOSEL	WORK BOOTS KOSEL	129.33
	1 INVOICES	WARRANT TOTAL	129.33

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CASH ACCOUNT: 001000 101001

WARRANT: 07192016 07/19/2016

VENDOR	VENDOR NAME	PURPOSE	AMOUNT
13547	A G WASSENAAR INC	GEOTECH SERVICES	2,233.50
13547	A G WASSENAAR INC	GEOTECH SERVICES	423.50
190	ACE EQUIPMENT & SUPPLY CO	GUTTER BROOMS	622.20
14121	ACUSHNET COMPANY	RESALE MERCHANDISE	188.28
14121	ACUSHNET COMPANY	RESALE MERCHANDISE	283.24
1006	ALL CURRENT ELECTRIC INC	FLOW METER & VALVE GC	1,318.22
14245	ALLIXA CONSULTING INC	CONTRACT AUDITOR	26,358.50
9319	AMERICAN DATA GROUP INC	MUNIS UB EXPORT	260.00
5001	BACKFLOW TECH	BACKFLOW ASSEMBLY TEST WW	70.00
640	BOULDER COUNTY	JUN 16 BOULDER COUNTY USE	138,023.14
12880	BOYAGIAN CONSULTING LLC	JUN 16 PROFESSIONAL SERVI	2,500.00
7706	BRANNAN SAND & GRAVEL CO LLC	ASPHALT	548.83
7706	BRANNAN SAND & GRAVEL CO LLC	ASPHALT	46.05
7706	BRANNAN SAND & GRAVEL CO LLC	ASPHALT	363.77
7706	BRANNAN SAND & GRAVEL CO LLC	ASPHALT	176.18
935	CENTENNIAL PRINTING CO	45 SETS CAFR TABS	338.60
935	CENTENNIAL PRINTING CO	CONSUMER CONFIDENCE REPOR	2,258.00
980	CENTURY CHEVROLET INC	PARTS UNIT 3407	44.24
2220	CHEMTRADE CHEMICALS US LLC	ALUMINUM SULFATE NWTP	4,534.66
2220	CHEMTRADE CHEMICALS US LLC	ALUMINUM SULFATE SWTP	4,601.00
4785	CINTAS CORPORATION #66	UNIFORM RENTAL WWTP	127.98
4785	CINTAS CORPORATION #66	UNIFORM RENTAL WWTP	127.98
4785	CINTAS CORPORATION #66	UNIFORM RENTAL WWTP	127.98
4785	CINTAS CORPORATION #66	UNIFORM RENTAL WWTP	127.98
4785	CINTAS CORPORATION #66	UNIFORM RENTAL WTP	179.73
4785	CINTAS CORPORATION #66	UNIFORM RENTAL WTP	170.71
4785	CINTAS CORPORATION #66	UNIFORM RENTAL WTP	170.71
4785	CINTAS CORPORATION #66	UNIFORM RENTAL WTP	170.71
14047	CITY OF NORTHGLENN	LAB ANALYSIS FEES	1,030.00
13260	CLIFTON LARSON ALLEN LLP	MAY 16 UTILITY BILLING SE	8,187.83
14281	COAL CREEK TRIATHLON CLUB LLC	CONTRACTOR FEES TRIATHLON	892.50
1245	COLORADO MOSQUITO CONTROL INC	JUN 16 MOSQUITO CONTROL S	1,547.50

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CASH ACCOUNT: 001000 101001

WARRANT: 07192016 07/19/2016

VENDOR	VENDOR NAME	PURPOSE	AMOUNT
14009	COMPLETE MAILING SOLUTIONS	FOLDER/INSERTER MACHINE M	2,000.00
7760	DBA OF LOUISVILLE	STREET FAIRE MANAGER	21,000.00
12392	DOOR TO DOOR PROMOTIONS	UNIFORMS	191.90
12392	DOOR TO DOOR PROMOTIONS	UNIFORM SHIRTS	249.86
1505	DPC INDUSTRIES INC	CHLORINE SWTP	798.00
1505	DPC INDUSTRIES INC	CHLORINE NWTP	798.00
1520	DRCOG	2016 MEMBERSHIP DUES 2ND	3,400.00
14255	ECOS COMMUNICATIONS	HARPER LAKE SIGN LAYOUT O	3,925.00
13009	EIDE BAILLY LLP	2015 AUDIT PROGRESS BILLI	6,775.00
13963	ENSCICON CORPORATION	ENGINEERING SERV SULLIVAN	370.00
13963	ENSCICON CORPORATION	ENGINEERING SERV SULLIVAN	740.00
13963	ENSCICON CORPORATION	ENGINEERING SERV SULLIVAN	296.00
11037	ENVIRONMENTAL RESOURCE ASSOCIA	COLIFORM MICROBE TEST WWT	143.60
1915	EXQUISITE ENTERPRISES INC	NAM,E PLATES MUTH	20.50
10271	FOOTHILLS VEGETATION MANAGEMEN	NOXIOUS WEED CONTROL	810.75
10271	FOOTHILLS VEGETATION MANAGEMEN	NOXIOUS WEED CONTROL	1,148.55
10271	FOOTHILLS VEGETATION MANAGEMEN	NOXIOUS WEED CONTROL	2,828.27
10623	FRONT RANGE LANDFILL INC	LANDFILL FEES	3,651.04
13098	G4S SECURE SOLUTIONS INC	BAILIFF SERVICES 6/13/16	110.00
13098	G4S SECURE SOLUTIONS INC	BAILIFF SERVICES 6/20/16	137.50
10722	GALE/CENGAGE LEARNING	GALE COURSE SUBSCRIPTION	3,000.00
14137	GEAR FOR SPORTS INC	RESALE MERCHANDISE	667.42
2310	GRAINGER	DRUM THICKENER GREASE WWT	65.84
2405	HACH COMPANY	LAB SUPPLIES WWTP	151.79
11361	HARMONY K LARKE	CONTRACTOR FEES BUGS GALO	635.50
2475	HILL PETROLEUM	UNLEADED/DIESEL FUEL GC	432.77
11025	HOFF CONSTRUCTION	HELBURG MEMORIAL CONSTRUC	11,148.39
11025	HOFF CONSTRUCTION	HELBURG MEMORIAL CONSTRUC	4,595.47
14265	HOSE & RUBBER SUPPLY INC	HOSE	85.95

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CASH ACCOUNT: 001000 101001

WARRANT: 07192016 07/19/2016

VENDOR	VENDOR NAME	PURPOSE	AMOUNT
14016	HUG SPORTS LLC	CONTRACTOR FEES VOLLEYBAL	719.20
14176	IMS INFRASTRUCTURE MANAGEMENT	PAVEMENT CONDITION SURVEY	1,732.50
14005	KAREN RITTER	CRAFT GROUP SUPPLIES	35.98
14033	KDG ENGINEERING LLC	SH42/SHORT ST CROSSING DE	30,126.26
11337	KISSINGER AND FELLMAN PC	COMCAST AUDIT/XCEL STR LI	123.00
13055	LANDMARK ENGINEERING LTD	SURVEY UTILITIES	23,986.25
3070	LL JOHNSON DISTRIBUTING CO	BULK FERTILIZER	1,865.00
5432	LOUISVILLE FIRE PROTECTION DIS	JUN 16 FIRE PROTECT DIST	17,995.00
9498	LOUISVILLE TIRE AND AUTO CARE	WHEEL ALIGNMENT UNIT 5337	69.00
14290	MILE HIGH TURFGRASS LLC	SOIL MONITOR SYSTEM	1,600.00
14101	MWH CONSTRUCTORS INC	WWTP CONSTRUCTION	1,038,001.00
99999	MAX MANSON	SUMMER CAMP PROGRAM	40.00
99999	RICHARD SULLIVAN	MILEAGE TO FRISCO	92.88
99999	CAROLYN GAULIN	REFUND ART CENTER RENTAL	410.00
11477	P.R.O.S. INC	SENIOR SOFTBALL UMPIRES	300.00
14144	PING INC	RESALE MERCHANDISE	40.89
14144	PING INC	RESALE MERCHANDISE	66.00
14144	PING INC	RESALE MERCHANDISE	130.00
14144	PING INC	RESALE MERCHANDISE	605.70
14144	PING INC	RESALE MERCHANDISE	635.10
14144	PING INC	RESALE MERCHANDISE CREDIT	-66.00
14144	PING INC	RESALE MERCHANDISE CREDIT	-423.00
14160	PRECISE MRM LLC	GPS SOFTWARE/POOLED DATA	96.05
9375	RED WING SHOES	WORK BOOTS PHAM	150.00
9375	RED WING SHOES	WORK BOOTS HARVEY	150.00
5369	SGS ACCUTEST INC	LAB ANALYSIS FEES WWTP	337.50
5369	SGS ACCUTEST INC	LAB ANALYSIS FEES WWTP	469.50
5369	SGS ACCUTEST INC	LAB ANALYSIS FEES WWTP	118.50
5369	SGS ACCUTEST INC	LAB ANALYSIS FEES WWTP	54.50
5369	SGS ACCUTEST INC	LAB ANALYSIS FEES WTP	369.50
1201	SUPPLYWORKS	JANITORIAL SUPPLIES WWTP	49.88
14213	THE ANTIGUA GROUP INC	RESALE MERCHANDISE	1,069.83

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City of Louisville, CO
DETAIL INVOICE LIST

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CASH ACCOUNT: 001000 101001

WARRANT: 07192016 07/19/2016

VENDOR	VENDOR NAME	PURPOSE	AMOUNT
1047	THE DAVEY TREE EXPERT COMPANY	TREE PRUNING	2,052.00
12287	TIMOTHY WIRTH	TUNE PIANO	125.00
6609	TRAVELERS	WORKERS COMP DEDUCTIBLES	2,378.20
6609	TRAVELERS	WORKERS COMP PREMIUM	12,579.95
4765	UNCC	JUN 16 LOCATES #48760	707.85
11087	UNITED SITE SERVICES OF COLORA	TOILET RENTAL CENTENNIAL	193.60
11087	UNITED SITE SERVICES OF COLORA	TOILET RENTAL MINERS FIEL	195.60
11087	UNITED SITE SERVICES OF COLORA	TOILET RENTAL ANNETTE BRA	195.60
11087	UNITED SITE SERVICES OF COLORA	TOILET RENTAL MEMORY SQUA	195.60
11087	UNITED SITE SERVICES OF COLORA	TOILET RENTAL COTTONWOOD	166.02
11087	UNITED SITE SERVICES OF COLORA	TOILET RENTAL PIRATES PAR	195.60
11087	UNITED SITE SERVICES OF COLORA	TOILET RENTAL SKATE PARK	188.65
14237	USIC LOCATING SERVICES LLC	POTHOLING	1,900.00
9838	VALLEYCREST LANDSCAPE MAINTENA	DOWNTOWN FLORAL DISPLAY	1,476.60
13851	VELOCITY PLANT SERVICES LLC	FLASH MIXER INSTALL HBWTP	9,856.26
8035	VSR CORPORATION	SEWER LINE INSPECTION	300.00
8035	VSR CORPORATION	SEWER LINE INSPECTION	1,349.00
14247	WEAVERS DIVE AND TRAVEL CENTER	CONTRACTOR FEES DISCOVER	175.00
14102	WELLS FARGO FINANCIAL LEASING	AUG 16 GOLF EQUIPMENT LEA	9,138.96
10884	WORD OF MOUTH CATERING INC	SR MEAL PROGRAM 6/27-7/8/	2,045.50
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	113 INVOICES	WARRANT TOTAL	1,434,595.63
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CITY OF LOUISVILLE
PURCHASING CARD SUMMARY
STATEMENT PERIOD 05/21/16 - 06/20/16

SUPPLIER	SUPPLIER LOCATION	CARDHOLDER	DEPARTMENT	TRANS DATE	AMOUNT
4 RIVERS EQUIPMENT LLC	PUEBLO WEST	MASON THOMPSON	OPERATIONS	06/16/2016	248.16
4 RIVERS EQUIPMENT LLC	PUEBLO WEST	MASON THOMPSON	OPERATIONS	06/14/2016	44.77
ACCUWEATHER INC	08142358540	KURT KOWAR	PUBLIC WORKS	06/01/2016	7.95
ACUSHNET COMPANY	08002258500	DAVID BARIL	GOLF COURSE	06/02/2016	166.70
ADOBE *EXPORTPDF SUB	800-833-6687	DAVID D HAYES	POLICE	06/14/2016	23.88
ADVENTURE GOLF	WESTMINSTER	RACHEL DUCEY	REC CENTER	06/08/2016	185.25
AEROSUDS ACCESSORIES I	BROOMFIELD	RON CHOATE	OPERATIONS	06/15/2016	190.00
AEROSUDS ACCESSORIES I	BROOMFIELD	RON CHOATE	OPERATIONS	06/15/2016	360.00
AEROSUDS ACCESSORIES I	BROOMFIELD	RON CHOATE	OPERATIONS	05/26/2016	349.00
AGFINITY HENDERSON AGR	HENDERSON	VICKIE ILKO	OPERATIONS	06/09/2016	200.90
AIS SPECIALTY PRODUCTS	818-4394141	BRETT TUBBS	FACILITIES	06/17/2016	601.88
ALBERTSONS STO00028126	LOUISVILLE	LINDA LEBECK	CITY CLERK	06/17/2016	150.35
ALBERTSONS STO00028126	LOUISVILLE	LINDA PARKER	REC CENTER	05/24/2016	7.86
ALLIED DEMOLITION INC	303-2893366	JEFF LEBECK	OPERATIONS	05/26/2016	623.39
AMAZON MKTPLACE PMTS	AMZN.COM/BILL	TERRELL PHILLIPS	WATER	06/18/2016	59.88
AMAZON MKTPLACE PMTS	AMZN.COM/BILL	SUZANNE JANSSEN	CITY MANAGER	06/17/2016	134.08
AMAZON MKTPLACE PMTS	AMZN.COM/BILL	SUZANNE JANSSEN	CITY MANAGER	06/17/2016	99.98
AMAZON MKTPLACE PMTS	AMZN.COM/BILL	TERRELL PHILLIPS	WATER	06/16/2016	109.95
AMAZON MKTPLACE PMTS	AMZN.COM/BILL	DAVID SZABADOS	FACILITIES	06/15/2016	484.35
AMAZON MKTPLACE PMTS	AMZN.COM/BILL	MONICA GARLAND	BUILDING SAFETY	06/15/2016	27.98
AMAZON MKTPLACE PMTS	AMZN.COM/BILL	PATRICIA MORGAN	REC CENTER	06/12/2016	44.42
AMAZON MKTPLACE PMTS	AMZN.COM/BILL	PATRICIA MORGAN	REC CENTER	06/10/2016	41.76
AMAZON MKTPLACE PMTS	AMZN.COM/BILL	BRIDGET BACON	LIBRARY	06/08/2016	21.99
AMAZON MKTPLACE PMTS	AMZN.COM/BILL	BRIDGET BACON	LIBRARY	06/08/2016	44.71
AMAZON MKTPLACE PMTS	AMZN.COM/BILL	JILL SIEWERT	LIBRARY	06/04/2016	57.97
AMAZON MKTPLACE PMTS	AMZN.COM/BILL	PATRICIA MORGAN	REC CENTER	06/02/2016	81.90
AMAZON MKTPLACE PMTS	AMZN.COM/BILL	MEGAN FRASER	REC CENTER	05/29/2016	44.53
AMAZON MKTPLACE PMTS	AMZN.COM/BILL	MEGAN FRASER	REC CENTER	05/29/2016	9.99
AMAZON MKTPLACE PMTS	AMZN.COM/BILL	MEGAN FRASER	REC CENTER	05/29/2016	59.81
AMAZON MKTPLACE PMTS	AMZN.COM/BILL	KAREN FREITER	LIBRARY	05/25/2016	25.93
AMAZON MKTPLACE PMTS	AMZN.COM/BILL	MONICA GARLAND	BUILDING SAFETY	05/24/2016	129.99
AMAZON MKTPLACE PMTS	AMZN.COM/BILL	MONICA GARLAND	BUILDING SAFETY	05/24/2016	129.99
AMAZON MKTPLACE PMTS	AMZN.COM/BILL	MONICA GARLAND	BUILDING SAFETY	05/24/2016	129.99
AMAZON MKTPLACE PMTS	AMZN.COM/BILL	MONICA GARLAND	BUILDING SAFETY	05/24/2016	129.99
AMAZON MKTPLACE PMTS	AMZN.COM/BILL	JILL SIEWERT	LIBRARY	05/22/2016	37.98
AMAZON MKTPLACE PMTS	AMZN.COM/BILL	BRIDGET BACON	LIBRARY	05/21/2016	70.17
AMAZON MKTPLACE PMTS	AMZN.COM/BILL	KURT KOWAR	PUBLIC WORKS	05/20/2016	16.98
AMAZON.COM AMZN.COM/BI	AMZN.COM/BILL	JILL SIEWERT	LIBRARY	06/15/2016	-3.00

SUPPLIER	SUPPLIER LOCATION	CARDHOLDER	DEPARTMENT	TRANS DATE	AMOUNT
AMAZON.COM AMZN.COM/BI	AMZN.COM/BILL	JILL SIEWERT	LIBRARY	06/15/2016	-2.00
AMAZON.COM AMZN.COM/BI	AMZN.COM/BILL	BRIDGET BACON	LIBRARY	06/14/2016	86.13
AMAZON.COM AMZN.COM/BI	AMZN.COM/BILL	AMANDA PERERA	REC CENTER	06/14/2016	14.74
AMAZON.COM AMZN.COM/BI	AMZN.COM/BILL	JILL SIEWERT	LIBRARY	06/13/2016	79.92
AMAZON.COM AMZN.COM/BI	AMZN.COM/BILL	JILL SIEWERT	LIBRARY	06/11/2016	71.89
AMAZON.COM AMZN.COM/BI	AMZN.COM/BILL	PATRICIA MORGAN	REC CENTER	06/03/2016	29.98
AMAZON.COM AMZN.COM/BI	AMZN.COM/BILL	JILL SIEWERT	LIBRARY	05/21/2016	-2.00
AMERICAN CLAY WORKS	DENVER	BOB BERNHARDT	PARKS	06/02/2016	256.50
ARAMARK UNIFORM	800-504-0328	JULIE SEYDEL	REC CENTER	06/12/2016	197.12
ARC*SERVICES/TRAINING	800-733-2767	KAYLA FEENEY	REC CENTER	05/26/2016	57.00
ARROWHEAD AWARDS	BOULDER	MONICA GARLAND	BUILDING SAFETY	06/08/2016	20.00
ARROWHEAD SCIENTIFIC I	LENEXA	ERICA BERZINS	POLICE	06/07/2016	278.24
AT&T DATA	08003310500	KURT KOWAR	PUBLIC WORKS	06/14/2016	30.00
AT&T DATA	08003310500	CRAIG DUFFIN	PUBLIC WORKS	06/02/2016	30.00
AT&T*BILL PAYMENT	08003310500	DIANE M KREAGER	FINANCE	06/06/2016	37.70
AV NOW INC	08314852500	PEGGY JONES	REC CENTER	05/25/2016	-189.00
AMAZON.COM	AMZN.COM/BILL	SUZANNE JANSSEN	CITY MANAGER	06/19/2016	56.70
AMAZON.COM	AMZN.COM/BILL	JILL SIEWERT	LIBRARY	06/19/2016	16.99
AMAZON.COM	AMZN.COM/BILL	JILL SIEWERT	LIBRARY	06/17/2016	12.48
AMAZON.COM	AMZN.COM/BILL	JILL SIEWERT	LIBRARY	06/17/2016	37.85
AMAZON.COM	AMZN.COM/BILL	KAREN FREITER	LIBRARY	06/17/2016	59.99
AMAZON.COM	AMZN.COM/BILL	JILL SIEWERT	LIBRARY	06/17/2016	-.03
AMAZON.COM	AMZN.COM/BILL	JILL SIEWERT	LIBRARY	06/17/2016	103.58
AMAZON.COM	AMZN.COM/BILL	JILL SIEWERT	LIBRARY	06/15/2016	13.73
AMAZON.COM	AMZN.COM/BILL	MEREDYTH MUTH	CITY MANAGER	06/15/2016	373.99
AMAZON.COM	AMZN.COM/BILL	TERRELL PHILLIPS	WATER	06/14/2016	74.85
AMAZON.COM	AMZN.COM/BILL	JILL SIEWERT	LIBRARY	06/08/2016	-2.20
AMAZON.COM	AMZN.COM/BILL	JILL SIEWERT	LIBRARY	06/05/2016	24.98
AMAZON.COM	AMZN.COM/BILL	PATRICIA MORGAN	REC CENTER	06/03/2016	30.30
AMAZON.COM	AMZN.COM/BILL	JILL SIEWERT	LIBRARY	06/01/2016	-2.03
AMAZON.COM	AMZN.COM/BILL	JILL SIEWERT	LIBRARY	05/29/2016	48.97
AMAZON.COM	AMZN.COM/BILL	JILL SIEWERT	LIBRARY	05/22/2016	31.95
B & G EQUIPMENT INC	GREELEY	MASON THOMPSON	OPERATIONS	05/31/2016	50.70
BK TIRE, INC	FREDERICK	RON CHOATE	OPERATIONS	06/13/2016	430.00
BK TIRE, INC	FREDERICK	RON CHOATE	OPERATIONS	06/06/2016	88.00
BK TIRE, INC	FREDERICK	RON CHOATE	OPERATIONS	06/01/2016	462.04
BLACK DIAMOND WASH INC	LOUISVILLE	LAURA LOBATO	POLICE	06/07/2016	15.00
BLACKJACK PIZZA	LOUISVILLE	KATHY MARTIN	REC CENTER	06/15/2016	44.38
BLACKJACK PIZZA	LOUISVILLE	RACHEL DUCEY	REC CENTER	06/02/2016	78.33
BLUE SKY PLUMBING & HE	WHEAT RIDGE	PHIL LIND	FACILITIES	06/17/2016	457.50
BLUE SKY PLUMBING & HE	WHEAT RIDGE	PHIL LIND	FACILITIES	05/25/2016	201.00
BLUE SKY PLUMBING & HE	WHEAT RIDGE	BRETT TUBBS	FACILITIES	05/19/2016	457.50

SUPPLIER	SUPPLIER LOCATION	CARDHOLDER	DEPARTMENT	TRANS DATE	AMOUNT
BROADCAST MUSIC INC	08009258451	PEGGY JONES	REC CENTER	06/16/2016	365.84
BROOMFIELD RENTALS INC	BROOMFIELD	ERIK SWIATEK	PARKS	06/17/2016	71.50
BROOMFIELD RENTALS INC	BROOMFIELD	MASON THOMPSON	OPERATIONS	06/15/2016	21.60
BROOMFIELD RENTALS INC	BROOMFIELD	ERIK SWIATEK	PARKS	06/15/2016	71.50
BUDGET RENT-A-CAR	LAS VEGAS	AARON DEJONG	CITY MANAGER	05/25/2016	198.34
BUSABA	LOUISVILLE	DAWN BURGESS	CITY MANAGER	06/07/2016	298.55
C AND M AIR COOLED ENG	WACO	DAVID BARIL	GOLF COURSE	05/27/2016	171.98
C AND M AIR COOLED ENG	WACO	KRISTOPHER JAGGERS	GOLF COURSE	05/24/2016	156.86
CASEGUYZ.COM	708-458-8989	DAVE HINZ	POLICE	06/03/2016	824.80
CBI ONLINE	08008820757	LESLIE RINGER	HUMAN RESOURCES	05/25/2016	6.85
CBI ONLINE	08008820757	LESLIE RINGER	HUMAN RESOURCES	05/25/2016	6.85
CBI ONLINE	08008820757	LESLIE RINGER	HUMAN RESOURCES	05/25/2016	6.85
CBI ONLINE	08008820757	LESLIE RINGER	HUMAN RESOURCES	05/25/2016	6.85
CBI ONLINE	08008820757	LESLIE RINGER	HUMAN RESOURCES	05/25/2016	6.85
CBI ONLINE	08008820757	LESLIE RINGER	HUMAN RESOURCES	05/25/2016	6.85
CBI ONLINE	08008820757	LESLIE RINGER	HUMAN RESOURCES	05/25/2016	6.85
CBI ONLINE	08008820757	LESLIE RINGER	HUMAN RESOURCES	05/25/2016	6.85
CDW GOVERNMENT	800-750-4239	MATTHEW BUSH	IT	06/16/2016	-12.20
CDW GOVERNMENT	800-750-4239	MATTHEW BUSH	IT	06/16/2016	45.36
CDW GOVERNMENT	800-750-4239	MATTHEW BUSH	IT	06/13/2016	25.23
CDW GOVERNMENT	800-750-4239	MATTHEW BUSH	IT	06/13/2016	12.20
CDW GOVERNMENT	800-750-4239	DAVID ALDERS	PARKS	06/10/2016	47.30
CDW GOVERNMENT	800-750-4239	MATTHEW BUSH	IT	05/28/2016	195.19
CENTENNIAL EQUIPMENT C	303-298-8400	GLEN SIEDENBURG	WATER	06/07/2016	864.50
CENTENNIAL PRINTING CO	303-6650388	KELSEY HARTER	PARKS	06/08/2016	51.50
CENTER COPY BOULDER IN	BOULDER	CHERYL KELLER	POLICE	05/26/2016	200.00
CENTER COPY BOULDER IN	BOULDER	CHERYL KELLER	POLICE	05/26/2016	190.00
CITY OF LOUISVILLE PAR	LOUISVILLE	POLLY A BOYD	PARKS	06/14/2016	.01
CITY OF LOUISVILLE PAR	LOUISVILLE	POLLY A BOYD	PARKS	06/14/2016	-.01
CLEANHARBORS ENVIROMNT	07817925000	KRISTOPHER JAGGERS	GOLF COURSE	05/24/2016	376.93
CLUB PROPHET SYSTEMS	724-2740380	DAVID BARIL	GOLF COURSE	06/10/2016	540.00
CO GOVT SERVICES	DENVER	CAROL HANSON	CITY CLERK	05/25/2016	77.00
COAL CREEK COLLISION C	LOUISVILLE	RON CHOATE	OPERATIONS	05/26/2016	1,000.00
COLOGRAPHIC INC	303-2884796	RON CHOATE	OPERATIONS	06/08/2016	360.00
COLOGRAPHIC INC	303-2884796	RON CHOATE	OPERATIONS	06/08/2016	360.00
COLORADO BARRICADE	DENVER	JEFF LEBECK	OPERATIONS	06/09/2016	22.00
COLORADO BARRICADE	DENVER	DAVE NICHOLS	OPERATIONS	05/31/2016	200.00
COLORADO GOLF ASSOCIAT	303-3664653	DAVID BARIL	GOLF COURSE	05/19/2016	49.74
COLORADO LTAP	03037353503	JEFF LEBECK	OPERATIONS	06/16/2016	100.00
COLORADO SECTION OF TH	303-681-0742	DAVID BARIL	GOLF COURSE	06/15/2016	65.00
COLORTONEREXPERT DOT C	714-4820377	KAREN FREITER	LIBRARY	05/31/2016	29.98
COMCAST CABLE COMM	800-COMCAST	POLLY A BOYD	PARKS	06/11/2016	109.95

SUPPLIER	SUPPLIER LOCATION	CARDHOLDER	DEPARTMENT	TRANS DATE	AMOUNT
COMCAST CABLE COMM	800-COMCAST	POLLY A BOYD	PARKS	05/23/2016	254.79
COMCAST DENVER CS 1X	800-266-2278	DIANE M KREAGER	FINANCE	06/15/2016	27.93
COMCAST DENVER CS 1X	800-266-2278	DIANE M KREAGER	FINANCE	06/15/2016	7.98
COMCAST DENVER CS 1X	800-266-2278	JILL SIEWERT	LIBRARY	05/27/2016	109.90
COMCAST DENVER CS 1X	800-266-2278	JILL SIEWERT	LIBRARY	05/27/2016	104.85
COMCAST DENVER CS 1X	800-266-2278	JILL SIEWERT	LIBRARY	05/27/2016	177.00
COUNTRY KITCHEN	STERLING	KENNETH SWANSON	BUILDING SAFETY	06/11/2016	15.97
CPS 5508 GREELEY	GREELEY	DAVID DEAN	GOLF COURSE	06/01/2016	800.00
CPS DISTRIBUTORS INC B	BOULDER	VICKIE ILKO	OPERATIONS	06/08/2016	60.40
CPS DISTRIBUTORS INC B	BOULDER	VICKIE ILKO	OPERATIONS	06/07/2016	33.68
CPS DISTRIBUTORS INC B	BOULDER	MATT LOOMIS	PARKS	06/01/2016	100.78
CPS DISTRIBUTORS INC B	BOULDER	MATT LOOMIS	PARKS	05/25/2016	18.26
CPS DISTRIBUTORS INC B	BOULDER	DAVE NICHOLS	OPERATIONS	05/24/2016	143.23
CRAIGSLIST.ORG	04153995200	RONDA ROMERO	HUMAN RESOURCES	06/03/2016	30.00
CREJ	03036231148	DAWN BURGESS	CITY MANAGER	05/31/2016	300.00
CSS - COMODO GROUP IN	CLIFTON	BRAD MCKENDRY	IT	06/13/2016	230.85
DAILY CAMERA	BOULDER	DIANE M KREAGER	FINANCE	06/16/2016	1,385.93
DAYS INNS	CHEYENNE	JUSTIN ELKINS	WASTEWATER	06/07/2016	99.49
DBC IRRIGATION SUPPLY	BROOMFIELD	BRADLEY AUSTIN	PARKS	06/09/2016	29.37
DBC IRRIGATION SUPPLY	BROOMFIELD	JOE FERRERA	PARKS	06/08/2016	543.20
DBC IRRIGATION SUPPLY	BROOMFIELD	BRADLEY AUSTIN	PARKS	06/08/2016	109.56
DBC IRRIGATION SUPPLY	BROOMFIELD	DAVID ALDERS	PARKS	06/07/2016	45.14
DBC IRRIGATION SUPPLY	BROOMFIELD	MATT LOOMIS	PARKS	06/07/2016	226.65
DBC IRRIGATION SUPPLY	BROOMFIELD	DAVID ALDERS	PARKS	06/06/2016	100.18
DBC IRRIGATION SUPPLY	BROOMFIELD	DAVID ALDERS	PARKS	06/01/2016	220.37
DBC IRRIGATION SUPPLY	BROOMFIELD	MATT LOOMIS	PARKS	05/31/2016	221.44
DBC IRRIGATION SUPPLY	BROOMFIELD	MATT LOOMIS	PARKS	05/24/2016	149.81
DBC IRRIGATION SUPPLY	BROOMFIELD	DAVID ALDERS	PARKS	05/20/2016	137.84
DEN COL SUPPLY COMPANY	DENVER	DAVE NICHOLS	OPERATIONS	05/31/2016	77.66
DEN COL SUPPLY COMPANY	DENVER	DAVE NICHOLS	OPERATIONS	05/24/2016	22.78
DENVER FIREFIGHTERS MU	DENVER	AMANDA PERERA	REC CENTER	06/15/2016	203.00
DISH NETWORK-ONE TIME	800-894-9131	FRANCIS H TRICKEL	WATER	06/16/2016	83.70
DROPBOX*265Z1PBXW12V	DB.TT/CHELP	MEREDYTH MUTH	CITY MANAGER	06/06/2016	99.00
DTV*DIRECTV SERVICE	800-347-3288	DAVID BARIL	GOLF COURSE	06/11/2016	134.97
E 470 EXPRESS TOLLS	303-5373470	DIANE M KREAGER	FINANCE	06/06/2016	42.93
E 470 EXPRESS TOLLS	303-5373470	DIANE M KREAGER	FINANCE	06/06/2016	1.00
EARL'S SAW SHOP	BOULDER	HARLAN VITOFF	PARKS	05/23/2016	147.00
ELC PHOTOGRAPHY	LOUISVILLE	SUZANNE JANSSEN	CITY MANAGER	05/26/2016	250.00
ENCORE HOME AND DECOR	LOUISVILLE	DAVID BARIL	GOLF COURSE	05/28/2016	32.40
FACEBOOK 4SZHX9NTS2	650-6187714	DAVID BARIL	GOLF COURSE	05/31/2016	64.33
FASTENAL COMPANY01	LOUISVILLE	DAVID ALDERS	PARKS	06/16/2016	12.91
FASTENAL COMPANY01	LOUISVILLE	STEVE HITE	OPERATIONS	06/14/2016	51.73

SUPPLIER	SUPPLIER LOCATION	CARDHOLDER	DEPARTMENT	TRANS DATE	AMOUNT
FASTENAL COMPANY01	LOUISVILLE	MASON THOMPSON	OPERATIONS	06/14/2016	75.52
FASTENAL COMPANY01	LOUISVILLE	DAVE NICHOLS	OPERATIONS	06/09/2016	58.51
FASTENAL COMPANY01	LOUISVILLE	MASON THOMPSON	OPERATIONS	06/06/2016	354.67
FASTENAL COMPANY01	LOUISVILLE	DAVE NICHOLS	OPERATIONS	06/06/2016	228.43
FASTENAL COMPANY01	LOUISVILLE	BRIAN GARDUNO	OPERATIONS	06/06/2016	68.86
FASTENAL COMPANY01	LOUISVILLE	BRETT TUBBS	FACILITIES	05/31/2016	29.96
FASTENAL COMPANY01	LOUISVILLE	DAVE NICHOLS	OPERATIONS	05/31/2016	13.79
FEDEX 783248776250	MEMPHIS	CHERYL KELLER	POLICE	06/01/2016	211.61
FEDEX 870204767503	MEMPHIS	CHERYL KELLER	POLICE	06/01/2016	26.03
FEDEX 99579408	MEMPHIS	DIANE M KREAGER	FINANCE	06/07/2016	78.21
FEDEXOFFICE 00007427	LOUISVILLE	BRIDGET BACON	LIBRARY	06/11/2016	24.00
FEDEXOFFICE 00007427	LOUISVILLE	CHERYL KELLER	POLICE	05/31/2016	23.99
FEDEXOFFICE 00007427	LOUISVILLE	CHERYL KELLER	POLICE	05/31/2016	21.69
FEDEXOFFICE 00007427	LOUISVILLE	CHERYL KELLER	POLICE	05/31/2016	-26.03
FEDEXOFFICE 00007427	LOUISVILLE	CHERYL KELLER	POLICE	05/31/2016	-21.69
FEDEXOFFICE 00007427	LOUISVILLE	RACHEL DUCEY	REC CENTER	05/24/2016	5.99
FIRST CHOICE-BOYER'S C	303-9649400	DAWN BURGESS	CITY MANAGER	05/27/2016	304.90
FIRST CHOICE-BOYER'S C	303-9649400	DAWN BURGESS	CITY MANAGER	05/27/2016	210.70
FIRST CHOICE-BOYER'S C	303-9649400	DAWN BURGESS	CITY MANAGER	05/27/2016	69.00
FITNESSREPAIRPARTS.COM	06366342202	JESSE DEGRAW	REC CENTER	05/24/2016	176.19
FRONT RANGE FIRE APPAR	303-4499911	VICKIE ILKO	OPERATIONS	06/07/2016	57.00
FRONTIER	DENVER	DAWN BURGESS	CITY MANAGER	06/14/2016	248.31
GEMPLER'S	800-3828473	CATHERINE JEPSON	PARKS	05/21/2016	-94.95
GENERAL AIR SERVICE WA	BOULDER	DAVE NICHOLS	OPERATIONS	05/24/2016	32.75
GENERAL AIR SERVICE ZU	DENVER	BRETT TUBBS	FACILITIES	05/31/2016	17.47
GENERAL AIR SERVICE ZU	303-8927003	JUSTIN ELKINS	WASTEWATER	05/23/2016	54.37
GEORGE T SANDERS 09	LOUISVILLE	BRETT TUBBS	FACILITIES	06/17/2016	190.51
GEORGE T SANDERS 09	LOUISVILLE	BRIAN GARDUNO	OPERATIONS	06/09/2016	10.40
GEORGE T SANDERS 09	LOUISVILLE	STEVE HITE	OPERATIONS	06/08/2016	17.22
GEORGE T SANDERS 09	LOUISVILLE	VICKIE ILKO	OPERATIONS	06/07/2016	28.44
GEORGE T SANDERS 09	LOUISVILLE	BRETT TUBBS	FACILITIES	05/31/2016	49.19
GEORGE T SANDERS 09	LOUISVILLE	BRETT TUBBS	FACILITIES	05/27/2016	92.33
GOLF & SPORT SOLUTIONS	LA SALLE	DAVID DEAN	GOLF COURSE	06/10/2016	530.85
GOLF ENVIRO SYSTEMS IN	719-5908884	DAVID DEAN	GOLF COURSE	06/14/2016	139.00
GOTOCITRIX.COM	855-837-1750	JEFFREY FISHER	POLICE	05/31/2016	49.00
GOVERNMENT FINANCE	312-977-9700	DIANE M KREAGER	FINANCE	06/13/2016	85.00
HACH COMPANY	LOVELAND	JUSTIN ELKINS	WASTEWATER	06/09/2016	311.13
HACH COMPANY	LOVELAND	JUSTIN ELKINS	WASTEWATER	05/19/2016	51.18
HARBOR FREIGHT TOOLS 4	THORNTON	VICKIE ILKO	OPERATIONS	06/06/2016	149.99
HELENA CHEM CO 3522	AURORA	ERIK SWIATEK	PARKS	05/31/2016	121.45
HOBBY LOBBY #21	LOUISVILLE	KAYLA FEENEY	REC CENTER	06/14/2016	9.05
HOBBY LOBBY #21	LOUISVILLE	SUZANNE JANSSEN	CITY MANAGER	06/08/2016	35.97

SUPPLIER	SUPPLIER LOCATION	CARDHOLDER	DEPARTMENT	TRANS DATE	AMOUNT
HOBBY LOBBY #21	LOUISVILLE	LARISSA COX	REC CENTER	06/04/2016	113.54
HOBBY LOBBY #21	LOUISVILLE	MEGAN FRASER	REC CENTER	05/24/2016	63.80
HOMEDEPOT.COM	800-430-3376	KAREN FREITER	LIBRARY	06/11/2016	79.99
IMPERIAL SPORTS,A DIV	05737324411	DAVID BARIL	GOLF COURSE	05/27/2016	660.70
IN *COLORADO CHAPTER O	970-3700582	KENNETH SWANSON	BUILDING SAFETY	06/10/2016	10.00
IN *COLORADO GOVERNMEN	303-3015575	CHRISTOPHER NEVES	IT	06/02/2016	100.00
IN *COURSETRENDS	800-9940661	DAVID BARIL	GOLF COURSE	06/15/2016	199.00
IN *ECO GOLF	574-7722120	DAVID BARIL	GOLF COURSE	06/14/2016	193.00
IN *ONTOGOLF	404-3940670	DAVID BARIL	GOLF COURSE	05/27/2016	1,090.52
INSTANT IMPRINTS	LOUISVILLE	KATIE BEASLEY	REC CENTER	06/16/2016	327.16
INSTANT IMPRINTS	LOUISVILLE	JUSTIN ELKINS	WASTEWATER	06/09/2016	171.80
INSTANT IMPRINTS	LOUISVILLE	JEFFREY FISHER	POLICE	06/03/2016	73.71
INSTANT IMPRINTS	LOUISVILLE	PATRICIA MORGAN	REC CENTER	06/01/2016	703.52
INTERNATIONAL INSTITUT	909-9444162	MEREDYTH MUTH	CITY MANAGER	06/08/2016	195.00
JAX RANCH & HOME	LAFAYETTE	JEFF LEBECK	OPERATIONS	06/10/2016	42.98
JAX RANCH & HOME	LAFAYETTE	MATT LOOMIS	PARKS	06/07/2016	119.99
JAX RANCH & HOME	LAFAYETTE	CATHERINE JEPSON	PARKS	05/31/2016	81.23
JAX RANCH & HOME	LAFAYETTE	RANDY DEWITZ	BUILDING SAFETY	05/24/2016	87.96
JC GOLF ACCESSORIES	303-7817881	DAVID BARIL	GOLF COURSE	05/27/2016	364.19
JOHNSTONE SUPPLY OF DE	DENVER	BRETT TUBBS	FACILITIES	05/31/2016	424.76
JOHNSTONE SUPPLY OF DE	DENVER	BRETT TUBBS	FACILITIES	05/20/2016	141.00
KAISER LOCK & KEY	LOUISVILLE	VICKIE ILKO	OPERATIONS	06/02/2016	192.00
KEIRSEY.COM	IRVINE	TERRELL PHILLIPS	WATER	06/07/2016	449.20
KING SOOPERS #0013	LOUISVILLE	KATIE BEASLEY	REC CENTER	06/15/2016	41.20
KING SOOPERS #0013	LOUISVILLE	KERRY HOLLE	PUBLIC WORKS	06/14/2016	62.35
KING SOOPERS #0013	LOUISVILLE	PATRICIA MORGAN	REC CENTER	06/10/2016	170.64
KING SOOPERS #0013	LOUISVILLE	DAWN BURGESS	CITY MANAGER	06/07/2016	4.03
KING SOOPERS #0013	LOUISVILLE	DAWN BURGESS	CITY MANAGER	06/07/2016	57.65
KING SOOPERS #0013	LOUISVILLE	CATHERINE JEPSON	PARKS	06/07/2016	10.89
KING SOOPERS #0013	LOUISVILLE	PATRICIA MORGAN	REC CENTER	06/03/2016	261.90
KING SOOPERS #0013	LOUISVILLE	PATRICIA MORGAN	REC CENTER	05/25/2016	39.98
KING SOOPERS #0013	LOUISVILLE	KATIE BEASLEY	REC CENTER	05/25/2016	33.50
KING SOOPERS #0013	LOUISVILLE	PATRICIA MORGAN	REC CENTER	05/23/2016	128.67
KRAV MAGA WORLDWIDE IN	310-477-9977	MIKE MILLER	POLICE	06/03/2016	750.00
L.L. JOHNSON DIST	03033201270	KRISTOPHER JAGGERS	GOLF COURSE	06/07/2016	29.03
L.L. JOHNSON DIST	03033201270	KRISTOPHER JAGGERS	GOLF COURSE	06/07/2016	787.43
L.L. JOHNSON DIST	03033201270	KRISTOPHER JAGGERS	GOLF COURSE	06/07/2016	99.52
L.L. JOHNSON DIST	03033201270	KRISTOPHER JAGGERS	GOLF COURSE	06/07/2016	63.79
L.L. JOHNSON DIST	03033201270	KRISTOPHER JAGGERS	GOLF COURSE	06/07/2016	19.86
L.L. JOHNSON DIST	03033201270	KRISTOPHER JAGGERS	GOLF COURSE	06/07/2016	22.78
LANNIES BOX OFFICE CLO	DENVER	KATIE BEASLEY	REC CENTER	06/16/2016	760.00
LEWAN & ASSOCIATES INC	303-759-5440	DIANE M KREAGER	FINANCE	06/06/2016	4,049.25

SUPPLIER	SUPPLIER LOCATION	CARDHOLDER	DEPARTMENT	TRANS DATE	AMOUNT
LEWAN & ASSOCIATES INC	303-759-5440	DIANE M KREAGER	FINANCE	06/06/2016	361.66
LEXISNEXIS RISK DAT	08883328244	JEFFREY FISHER	POLICE	06/02/2016	140.45
LINCOLN AQUATICS	925-6879500	KATHY MARTIN	REC CENTER	05/05/2016	585.73
LITTLE VALLEY WHOLESAL	BRIGHTON	MARYANN DORNFELD	PARKS	06/14/2016	167.40
LOCO HERMANOS	LOUISVILLE	PATRICIA MORGAN	REC CENTER	06/04/2016	270.00
LON*THELANDOFNOD	800-933-9904	LANA FAUVER	REC CENTER	05/26/2016	84.00
LONGS PEAK EQUIP CO	LONGMONT	KRISTOPHER JAGGERS	GOLF COURSE	06/08/2016	34.53
LONGS PEAK EQUIP CO	LONGMONT	RON CHOATE	OPERATIONS	05/25/2016	-.86
LOUISVILLE CHAMBER OF	LOUISVILLE	AARON DEJONG	CITY MANAGER	06/07/2016	120.00
LOUISVILLE CYCLERY - C	LOUISVILLE	PHIL LIND	FACILITIES	06/16/2016	20.98
LOUISVILLE CYCLERY - C	LOUISVILLE	KELSEY HARTER	PARKS	06/03/2016	130.00
LOWES #00220*	LOUISVILLE	JOANN MARQUES	REC CENTER	06/19/2016	8.96
LOWES #00220*	LOUISVILLE	DAVID DEAN	GOLF COURSE	06/16/2016	1.20
LOWES #00220*	LOUISVILLE	PHIL LIND	FACILITIES	06/16/2016	-121.42
LOWES #00220*	LOUISVILLE	PHIL LIND	FACILITIES	06/16/2016	121.42
LOWES #00220*	LOUISVILLE	PHIL LIND	FACILITIES	06/16/2016	111.93
LOWES #00220*	LOUISVILLE	ERIK SWIATEK	PARKS	06/16/2016	56.92
LOWES #00220*	LOUISVILLE	BRETT TUBBS	FACILITIES	06/16/2016	12.99
LOWES #00220*	LOUISVILLE	CHRIS LICHTY	PARKS	06/16/2016	7.98
LOWES #00220*	LOUISVILLE	MARYANN DORNFELD	PARKS	06/15/2016	27.68
LOWES #00220*	LOUISVILLE	MARYANN DORNFELD	PARKS	06/15/2016	-2.55
LOWES #00220*	LOUISVILLE	MARYANN DORNFELD	PARKS	06/15/2016	-25.13
LOWES #00220*	LOUISVILLE	MARYANN DORNFELD	PARKS	06/15/2016	26.91
LOWES #00220*	LOUISVILLE	ERIK SWIATEK	PARKS	06/15/2016	26.90
LOWES #00220*	LOUISVILLE	ERIK SWIATEK	PARKS	06/14/2016	39.95
LOWES #00220*	LOUISVILLE	ERIK SWIATEK	PARKS	06/14/2016	263.21
LOWES #00220*	LOUISVILLE	CATHERINE JEPSON	PARKS	06/14/2016	15.92
LOWES #00220*	LOUISVILLE	STEVE HITE	OPERATIONS	06/13/2016	-1.14
LOWES #00220*	LOUISVILLE	STEVE HITE	OPERATIONS	06/13/2016	14.58
LOWES #00220*	LOUISVILLE	PHIL LIND	FACILITIES	06/10/2016	-18.98
LOWES #00220*	LOUISVILLE	PHIL LIND	FACILITIES	06/10/2016	25.10
LOWES #00220*	LOUISVILLE	JOE FERRERA	PARKS	06/10/2016	289.00
LOWES #00220*	LOUISVILLE	JOANN MARQUES	REC CENTER	06/10/2016	44.55
LOWES #00220*	LOUISVILLE	PHIL LIND	FACILITIES	06/10/2016	21.22
LOWES #00220*	LOUISVILLE	HARLAN VITOFF	PARKS	06/09/2016	61.84
LOWES #00220*	LOUISVILLE	VICKIE ILKO	OPERATIONS	06/08/2016	9.58
LOWES #00220*	LOUISVILLE	PHIL LIND	FACILITIES	06/08/2016	45.40
LOWES #00220*	LOUISVILLE	MIKE THOMPSON	FACILITIES	06/07/2016	73.86
LOWES #00220*	LOUISVILLE	DAVID BARIL	GOLF COURSE	06/07/2016	14.94
LOWES #00220*	LOUISVILLE	GLEN SIEDENBURG	WATER	06/04/2016	52.47
LOWES #00220*	LOUISVILLE	DAVID BARIL	GOLF COURSE	06/04/2016	81.40
LOWES #00220*	LOUISVILLE	KATHLEEN D LORENZO	PARKS	06/04/2016	36.84

SUPPLIER	SUPPLIER LOCATION	CARDHOLDER	DEPARTMENT	TRANS DATE	AMOUNT
LOWES #00220*	LOUISVILLE	DAVID BARIL	GOLF COURSE	06/03/2016	24.97
LOWES #00220*	LOUISVILLE	PAUL BORTH	REC CENTER	06/03/2016	10.38
LOWES #00220*	LOUISVILLE	ERIK SWIATEK	PARKS	06/03/2016	88.98
LOWES #00220*	LOUISVILLE	JOE FERRERA	PARKS	06/03/2016	77.80
LOWES #00220*	LOUISVILLE	DAVID BARIL	GOLF COURSE	06/03/2016	62.36
LOWES #00220*	LOUISVILLE	STEVE HITE	OPERATIONS	06/03/2016	32.96
LOWES #00220*	LOUISVILLE	MIKE THOMPSON	FACILITIES	06/02/2016	17.89
LOWES #00220*	LOUISVILLE	MICHAEL TOWERS	PARKS	06/02/2016	2.19
LOWES #00220*	LOUISVILLE	MIKE THOMPSON	FACILITIES	06/01/2016	8.27
LOWES #00220*	LOUISVILLE	ERIK SWIATEK	PARKS	06/01/2016	24.98
LOWES #00220*	LOUISVILLE	CATHERINE JEPSON	PARKS	05/31/2016	7.98
LOWES #00220*	LOUISVILLE	ERIK SWIATEK	PARKS	05/31/2016	30.36
LOWES #00220*	LOUISVILLE	RUSSELL K BROWN	WATER	05/31/2016	49.97
LOWES #00220*	LOUISVILLE	DAVID BARIL	GOLF COURSE	05/28/2016	88.00
LOWES #00220*	LOUISVILLE	DAVID BARIL	GOLF COURSE	05/27/2016	68.18
LOWES #00220*	LOUISVILLE	DENNIS COYNE	PARKS	05/26/2016	329.00
LOWES #00220*	LOUISVILLE	PHIL LIND	FACILITIES	05/26/2016	18.79
LOWES #00220*	LOUISVILLE	PAUL BORTH	REC CENTER	05/26/2016	13.16
LOWES #00220*	LOUISVILLE	FRANCIS H TRICKEL	WATER	05/26/2016	22.24
LOWES #00220*	LOUISVILLE	DENNIS COYNE	PARKS	05/25/2016	41.67
LOWES #00220*	LOUISVILLE	PHIL LIND	FACILITIES	05/25/2016	33.37
LOWES #00220*	LOUISVILLE	CRAIG DUFFIN	PUBLIC WORKS	05/25/2016	41.08
LOWES #00220*	LOUISVILLE	DAVE NICHOLS	OPERATIONS	05/24/2016	17.23
LOWES #00220*	LOUISVILLE	PHIL LIND	FACILITIES	05/23/2016	19.92
LOWES #00220*	LOUISVILLE	BRETT TUBBS	FACILITIES	05/23/2016	78.38
LOWES #00220*	LOUISVILLE	DAVID BARIL	GOLF COURSE	05/23/2016	134.69
LULU'S BBQ LLC	LOUISVILLE	JEFFREY FISHER	POLICE	05/31/2016	47.50
LULU'S BBQ LLC	LOUISVILLE	MALCOLM H FLEMING	CITY MANAGER	05/31/2016	43.50
LAMARS DONUTS #45	LOUISVILLE	PATRICIA MORGAN	REC CENTER	06/04/2016	43.96
MCCANDLESS TRUCK CENTE	AURORA	RON CHOATE	OPERATIONS	05/23/2016	180.54
MCDONALD'S F14200	LOUISVILLE	THOMAS CZAJKA	OPERATIONS	06/13/2016	22.19
MCDONALD'S F14200	LOUISVILLE	KATHY MARTIN	REC CENTER	06/03/2016	150.00
MCDONALD'S F4319	BROOMFIELD	MEGAN FRASER	REC CENTER	05/21/2016	21.77
MESSAGE MEDIA	MELBOURNE	MEREDYTH MUTH	CITY MANAGER	06/08/2016	900.00
MGM GRAND HOTEL	08552755733	ROBERT P MUCKLE	CITY MANAGER	05/24/2016	449.12
MGM GRAND HOTEL	08552755733	MALCOLM H FLEMING	CITY MANAGER	05/24/2016	449.12
MICROSOFT *ANSWER DE	08006427676	BRAD MCKENDRY	IT	06/14/2016	-499.00
MICROSOFT *ANSWER DE	08006427676	BRAD MCKENDRY	IT	06/13/2016	499.00
MILE HIGH TURFGRASS LL	03039880969	DAVID DEAN	GOLF COURSE	06/14/2016	390.00
MILE HIGH TURFGRASS LL	03039880969	DAVID DEAN	GOLF COURSE	06/04/2016	960.00
MILE HIGH TURFGRASS LL	03039880969	DAVID DEAN	GOLF COURSE	06/01/2016	662.62
MILE HIGH TURFGRASS LL	03039880969	KRISTOPHER JAGGERS	GOLF COURSE	05/28/2016	129.31

SUPPLIER	SUPPLIER LOCATION	CARDHOLDER	DEPARTMENT	TRANS DATE	AMOUNT
MILE HIGH TURFGRASS LL	03039880969	DAVID DEAN	GOLF COURSE	05/20/2016	295.95
MILE HIGH TURFGRASS LL	03039880969	DAVID DEAN	GOLF COURSE	05/20/2016	400.00
MOST DEPENDABLE FOUNTA	09018670039	DENNIS COYNE	PARKS	06/08/2016	232.00
NAPA AUTO PART 0026903	LOUISVILLE	DIANE M KREAGER	FINANCE	06/14/2016	278.58
NAPA AUTO PART 0026903	LOUISVILLE	DIANE M KREAGER	FINANCE	06/14/2016	2,167.65
NAPA AUTO PART 0026903	LOUISVILLE	JEFF LEBECK	OPERATIONS	06/07/2016	2.10
NAPA AUTO PART 0026903	LOUISVILLE	ERIK SWIATEK	PARKS	06/02/2016	46.36
NAPA AUTO PART 0026903	LOUISVILLE	GLEN SIEDENBURG	WATER	06/02/2016	48.64
NAPA AUTO PART 0026903	LOUISVILLE	MICHAEL TOWERS	PARKS	05/23/2016	13.24
NAPA AUTO PART 0026903	LOUISVILLE	MICHAEL CLEVELAND	OPERATIONS	05/20/2016	26.20
NAPA AUTO PART 0026903	LOUISVILLE	MICHAEL CLEVELAND	OPERATIONS	05/20/2016	-2.05
NAPA AUTO PART 0026903	LOUISVILLE	TODD OSBORNE	WATER	05/20/2016	21.05
NEVE'S UNIFORMS &	DENVER	KELSEY HARTER	PARKS	05/27/2016	135.90
NOR*NORTHERN TOOL	800-222-5381	KRISTOPHER JAGGERS	GOLF COURSE	06/03/2016	457.86
NORTHWEST PARKWAY LLC	303-9262500	DIANE M KREAGER	FINANCE	06/06/2016	8.85
NRPA HOUSING	800-906-4213	ERIK J STEVENS	PARKS	05/23/2016	232.31
NRPA-CONGRESS	703-858-2179	ERIK J STEVENS	PARKS	05/23/2016	509.00
NSC*NORTHERN SAFETY CO	800-631-1246	ANGELA NORENE	OPERATIONS	06/10/2016	213.17
NSC*NORTHERN SAFETY CO	800-631-1246	ANGELA NORENE	OPERATIONS	05/21/2016	415.31
O MEARA FORD	NORTHGLENN	MASON THOMPSON	OPERATIONS	06/16/2016	468.03
O MEARA FORD	NORTHGLENN	MASON THOMPSON	OPERATIONS	06/08/2016	211.27
O MEARA FORD	NORTHGLENN	MASON THOMPSON	OPERATIONS	05/31/2016	117.32
O.C.P.O. /C.E.C.T.I.	303-3948994	ROBERT DUPORT	WATER	05/17/2016	-45.00
OFFICE DEPOT #1080	800-463-3768	BRADY JONES	GOLF COURSE	06/15/2016	119.99
OFFICEMAX CT*IN#026625	877-969-6629	MONICA GARLAND	BUILDING SAFETY	06/15/2016	83.60
OFFICEMAX CT*IN#153233	877-969-6629	MONICA GARLAND	BUILDING SAFETY	05/23/2016	57.19
OFFICEMAX CT*IN#340214	877-969-6629	MONICA GARLAND	BUILDING SAFETY	06/15/2016	34.99
OFFICEMAX/OFFICEDEPOT6	SUPERIOR	FRANCIS H TRICKEL	WATER	06/08/2016	149.99
OFFICEMAX/OFFICEDEPOT6	SUPERIOR	FRANCIS H TRICKEL	WATER	06/08/2016	57.99
ORIENTAL TRADING CO	800-228-0475	MEGAN FRASER	REC CENTER	06/06/2016	106.43
ORIENTAL TRADING CO	800-228-0475	MEGAN FRASER	REC CENTER	06/04/2016	23.23
PACKAGING SUPPLIERS OF	3033750695	ERICA BERZINS	POLICE	06/17/2016	71.02
PARTY CITY 922	SUPERIOR	PATRICIA MORGAN	REC CENTER	06/08/2016	11.96
PAULINO GARDENS	DENVER	BOB BERNHARDT	PARKS	06/01/2016	925.32
PAULINO GARDENS	DENVER	BOB BERNHARDT	PARKS	05/31/2016	925.00
PAULINO GARDENS	DENVER	BOB BERNHARDT	PARKS	05/26/2016	415.19
PAULINO GARDENS	DENVER	BOB BERNHARDT	PARKS	05/24/2016	375.20
PAULINO GARDENS	DENVER	BOB BERNHARDT	PARKS	05/24/2016	810.05
PAULINO GARDENS	DENVER	BOB BERNHARDT	PARKS	05/23/2016	996.00
PAYFLOW/PAYPAL	08888839770	DIANE M KREAGER	FINANCE	06/02/2016	19.95
PAYFLOW/PAYPAL	08888839770	DIANE M KREAGER	FINANCE	06/02/2016	150.05
PAYPAL *DICIANNOPAU	4029357733	DAVID BARIL	GOLF COURSE	06/18/2016	44.90

SUPPLIER	SUPPLIER LOCATION	CARDHOLDER	DEPARTMENT	TRANS DATE	AMOUNT
PGA MEMBER INFO SRVCS	08004742776	BRADY JONES	GOLF COURSE	05/31/2016	484.00
PIONEER SAND CO 15	BROOMFIELD	ERIK SWIATEK	PARKS	06/10/2016	46.79
PIONEER SAND CO 15	BROOMFIELD	ERIK SWIATEK	PARKS	06/10/2016	68.87
PIONEER SAND CO 15	BROOMFIELD	RYAN MORRIS	POLICE	06/09/2016	10.00
PIONEER SAND CO 15	BROOMFIELD	RYAN MORRIS	POLICE	06/09/2016	10.00
PIONEER SAND CO 15	BROOMFIELD	MICHAEL TOWERS	PARKS	06/06/2016	82.35
PIONEER SAND CO 15	BROOMFIELD	MARYANN DORNFELD	PARKS	06/06/2016	174.75
PIONEER SAND CO 15	BROOMFIELD	CHRIS LICHTY	PARKS	05/31/2016	78.92
PIONEER SAND CO 15	BROOMFIELD	DAVID ALDERS	PARKS	05/24/2016	98.82
PREMIER CHARTERS	03032892222	KATIE BEASLEY	REC CENTER	06/16/2016	451.00
PREMIER CHARTERS	03032892222	KATIE BEASLEY	REC CENTER	06/03/2016	405.00
PREMIER CHARTERS	03032892222	KATIE BEASLEY	REC CENTER	05/24/2016	529.00
PROTAG AMERICA ECO GOL	910-3430464	DAVID BARIL	GOLF COURSE	05/24/2016	430.00
PROTAG AMERICA ECO GOL	910-3430464	DAVID BARIL	GOLF COURSE	05/24/2016	169.87
PUBLIC WORKS CAREERS	ITHACA	RONDA ROMERO	HUMAN RESOURCES	05/31/2016	170.00
RANGE SERVANT AMERICA	07704488055	DAVID BARIL	GOLF COURSE	06/01/2016	212.57
REBEL #2142	LAS VEGAS	AARON DEJONG	CITY MANAGER	05/25/2016	6.52
RYAN HERCO - MOTO	BURBANK	GLEN SIEDENBURG	WATER	06/15/2016	580.83
S&S WORLDWIDE-ONLINE	COLCHESTER	LARISSA COX	REC CENTER	05/18/2016	100.23
SAI TEAM SPORTS	LOUISVILLE	AMANDA PERERA	REC CENTER	06/06/2016	36.00
SHERWIN WILLIAMS 70766	BOULDER	MIKE THOMPSON	FACILITIES	06/01/2016	261.68
SHRED-IT DENVER	03032939170	AMANDA PERERA	REC CENTER	06/17/2016	101.07
SHRED-IT DENVER	03032939170	DIANE M KREAGER	FINANCE	06/14/2016	60.00
SIGNS NOW BOULDER INC	BOULDER	MONICA GARLAND	BUILDING SAFETY	06/08/2016	313.00
SKATE CITY WESTMINSTER	WESTMINSTER	RACHEL DUCEY	REC CENTER	06/08/2016	350.00
SNAGAJOB	GLEN ALLEN	RONDA ROMERO	HUMAN RESOURCES	06/03/2016	89.00
SOS REGISTRATION FEE	03038942200	SUZANNE JANSSEN	CITY MANAGER	05/24/2016	10.00
SOURCE OFFICE PRODUCTS	303-9648100	POLLY A BOYD	PARKS	06/14/2016	269.53
SOURCE OFFICE PRODUCTS	303-9648100	ANGELA NORENE	OPERATIONS	06/13/2016	112.02
SOURCE OFFICE PRODUCTS	303-9648100	POLLY A BOYD	PARKS	06/07/2016	98.50
SOURCE OFFICE PRODUCTS	303-9648100	DAWN BURGESS	CITY MANAGER	06/07/2016	19.27
SOURCE OFFICE PRODUCTS	303-9648100	MONICA GARLAND	BUILDING SAFETY	05/31/2016	277.85
SOURCE OFFICE PRODUCTS	303-9648100	POLLY A BOYD	PARKS	05/26/2016	29.32
SOURCE OFFICE PRODUCTS	303-9648100	KERRY HOLLE	PUBLIC WORKS	05/25/2016	138.33
SOURCE OFFICE PRODUCTS	303-9648100	POLLY A BOYD	PARKS	05/20/2016	158.47
SOUTHWEST AIRLINES	800-435-9792	ERIK J STEVENS	PARKS	06/09/2016	30.00
SOUTHWEST AIRLINES	800-435-9792	ERIK J STEVENS	PARKS	06/09/2016	216.96
SP * PARTICLE	6122676879	KURT KOWAR	PUBLIC WORKS	06/07/2016	-10.94
SPEEDY SIGN WORKS INC	LAFAYETTE	JEFF LEBECK	OPERATIONS	05/31/2016	100.00
SQ *KERWIN PLUMBING	BROOMFIELD	DENNIS COYNE	PARKS	05/23/2016	-980.00
SQ *STEVE LANZ	LOUISVILLE	HARLAN VITOFF	PARKS	05/24/2016	390.00
SQ *TANK EQUIPMENT,	877-417-4551	GLEN SIEDENBURG	WATER	06/15/2016	518.43

SUPPLIER	SUPPLIER LOCATION	CARDHOLDER	DEPARTMENT	TRANS DATE	AMOUNT
STAPLS7156350890000002	877-8267755	CHERYL KELLER	POLICE	05/26/2016	2.99
STAPLS7156509099000001	877-8267755	KAREN FREITER	LIBRARY	05/20/2016	45.14
STAPLS7156535135000001	877-8267755	DIANE M KREAGER	FINANCE	05/21/2016	163.68
STAPLS7157270407000001	877-8267755	KAREN FREITER	LIBRARY	06/07/2016	124.65
STAPLS7157394371000001	877-8267755	CHERYL KELLER	POLICE	06/08/2016	87.19
STAPLS7157932186000001	877-8267755	KAREN FREITER	LIBRARY	06/17/2016	86.87
STERICYCLE	08667837422	POLLY A BOYD	PARKS	05/26/2016	367.74
STK*SHUTTERSTOCK, INC.	866-663-3954	KATHY MARTIN	REC CENTER	06/04/2016	152.08
SUPPLYWORKS CORP	08565333261	PATRICIA MORGAN	REC CENTER	06/08/2016	47.58
SUPPLYWORKS CORP	08565333261	ERIK SWIATEK	PARKS	06/06/2016	439.92
SUPPLYWORKS CORP	08565333261	PATRICIA MORGAN	REC CENTER	06/03/2016	499.45
SUPPLYWORKS CORP	08565333261	ERIK SWIATEK	PARKS	06/02/2016	349.92
SVM*TMX INTL 800-837-	800-8376464	SUZANNE JANSSEN	CITY MANAGER	06/08/2016	128.00
SVM*TMX INTL 800-837-	800-8376464	ANGELA NORENE	OPERATIONS	05/31/2016	523.80
SWEET SPOT CAFE	LOUISVILLE	DAVID BARIL	GOLF COURSE	06/13/2016	30.00
SWIMOUTLET.COM	08006914065	KATIE MEYER	REC CENTER	05/27/2016	787.27
TARGET 00017699	SUPERIOR	KATHY MARTIN	REC CENTER	06/02/2016	1,139.97
TARGET 00019281	WESTMINSTER	CHERYL KELLER	POLICE	06/15/2016	30.98
TARGET 00019281	WESTMINSTER	DAVID ALDERS	PARKS	05/24/2016	69.99
TASER TRAINING ACADEMY	480-905-2072	RICKY BLACKNEY	POLICE	06/03/2016	225.00
TBS WESTERN REGION	9492674200	POLLY A BOYD	PARKS	05/23/2016	377.25
THE EXIT STORE LLC	844-4383948	DAVID SZABADOS	FACILITIES	05/20/2016	244.39
THE HOME DEPOT #1548	BROOMFIELD	JOANN MARQUES	REC CENTER	06/11/2016	10.98
THE HOME DEPOT 1506	LOUISVILLE	DAVID ALDERS	PARKS	06/17/2016	9.88
THE HOME DEPOT 1506	LOUISVILLE	BRETT TUBBS	FACILITIES	06/17/2016	205.92
THE HOME DEPOT 1506	LOUISVILLE	JOE FERRERA	PARKS	06/17/2016	52.88
THE HOME DEPOT 1506	LOUISVILLE	MATT LOOMIS	PARKS	06/17/2016	33.86
THE HOME DEPOT 1506	LOUISVILLE	KRISTOPHER JAGGERS	GOLF COURSE	06/17/2016	41.05
THE HOME DEPOT 1506	LOUISVILLE	TYLER DURLAND	PARKS	06/16/2016	18.35
THE HOME DEPOT 1506	LOUISVILLE	KIM CONTINI	REC CENTER	06/16/2016	15.97
THE HOME DEPOT 1506	LOUISVILLE	MATT LOOMIS	PARKS	06/16/2016	14.87
THE HOME DEPOT 1506	LOUISVILLE	KATIE BEASLEY	REC CENTER	06/16/2016	83.42
THE HOME DEPOT 1506	LOUISVILLE	PHIL LIND	FACILITIES	06/15/2016	14.21
THE HOME DEPOT 1506	LOUISVILLE	PHIL LIND	FACILITIES	06/15/2016	-65.97
THE HOME DEPOT 1506	LOUISVILLE	JOE FERRERA	PARKS	06/14/2016	56.91
THE HOME DEPOT 1506	LOUISVILLE	MIKE THOMPSON	FACILITIES	06/14/2016	29.94
THE HOME DEPOT 1506	LOUISVILLE	HARLAN VITOFF	PARKS	06/14/2016	12.30
THE HOME DEPOT 1506	LOUISVILLE	NATHAN LANPHERE	OPERATIONS	06/13/2016	25.10
THE HOME DEPOT 1506	LOUISVILLE	JEFF LEBECK	OPERATIONS	06/13/2016	17.97
THE HOME DEPOT 1506	LOUISVILLE	SUZANNE JANSSEN	CITY MANAGER	06/13/2016	89.20
THE HOME DEPOT 1506	LOUISVILLE	TYLER DURLAND	PARKS	06/10/2016	21.91
THE HOME DEPOT 1506	LOUISVILLE	PHIL LIND	FACILITIES	06/10/2016	76.43

SUPPLIER	SUPPLIER LOCATION	CARDHOLDER	DEPARTMENT	TRANS DATE	AMOUNT
THE HOME DEPOT 1506	LOUISVILLE	DAVID ALDERS	PARKS	06/10/2016	10.12
THE HOME DEPOT 1506	LOUISVILLE	DAVID ALDERS	PARKS	06/09/2016	26.71
THE HOME DEPOT 1506	LOUISVILLE	MICHAEL CLEVELAND	OPERATIONS	06/09/2016	55.63
THE HOME DEPOT 1506	LOUISVILLE	ERIK SWIATEK	PARKS	06/09/2016	23.09
THE HOME DEPOT 1506	LOUISVILLE	DAVID SZABADOS	FACILITIES	06/09/2016	222.16
THE HOME DEPOT 1506	LOUISVILLE	MIKE THOMPSON	FACILITIES	06/09/2016	49.62
THE HOME DEPOT 1506	LOUISVILLE	DAVID DEAN	GOLF COURSE	06/08/2016	19.97
THE HOME DEPOT 1506	LOUISVILLE	MARYANN DORNFELD	PARKS	06/08/2016	75.00
THE HOME DEPOT 1506	LOUISVILLE	NATHAN LANPHERE	OPERATIONS	06/08/2016	31.14
THE HOME DEPOT 1506	LOUISVILLE	VICKIE ILKO	OPERATIONS	06/08/2016	83.88
THE HOME DEPOT 1506	LOUISVILLE	MIKE THOMPSON	FACILITIES	06/08/2016	57.36
THE HOME DEPOT 1506	LOUISVILLE	MARYANN DORNFELD	PARKS	06/08/2016	-29.36
THE HOME DEPOT 1506	LOUISVILLE	MATT LOOMIS	PARKS	06/08/2016	13.27
THE HOME DEPOT 1506	LOUISVILLE	BRETT TUBBS	FACILITIES	06/08/2016	70.31
THE HOME DEPOT 1506	LOUISVILLE	MATT LOOMIS	PARKS	06/07/2016	79.97
THE HOME DEPOT 1506	LOUISVILLE	MICHAEL CLEVELAND	OPERATIONS	06/06/2016	14.85
THE HOME DEPOT 1506	LOUISVILLE	MARYANN DORNFELD	PARKS	06/03/2016	61.30
THE HOME DEPOT 1506	LOUISVILLE	DAVE NICHOLS	OPERATIONS	06/02/2016	26.35
THE HOME DEPOT 1506	LOUISVILLE	DAVID SZABADOS	FACILITIES	06/02/2016	34.97
THE HOME DEPOT 1506	LOUISVILLE	DAVID SZABADOS	FACILITIES	06/02/2016	10.46
THE HOME DEPOT 1506	LOUISVILLE	BRETT TUBBS	FACILITIES	06/01/2016	7.04
THE HOME DEPOT 1506	LOUISVILLE	BRIAN GARDUNO	OPERATIONS	06/01/2016	25.32
THE HOME DEPOT 1506	LOUISVILLE	KATHLEEN D LORENZO	PARKS	06/01/2016	18.86
THE HOME DEPOT 1506	LOUISVILLE	TYLER DURLAND	PARKS	05/31/2016	27.27
THE HOME DEPOT 1506	LOUISVILLE	DAVE NICHOLS	OPERATIONS	05/31/2016	10.54
THE HOME DEPOT 1506	LOUISVILLE	PHIL LIND	FACILITIES	05/27/2016	8.89
THE HOME DEPOT 1506	LOUISVILLE	JEFFREY FISHER	POLICE	05/27/2016	28.93
THE HOME DEPOT 1506	LOUISVILLE	BRETT TUBBS	FACILITIES	05/27/2016	308.64
THE HOME DEPOT 1506	LOUISVILLE	PAUL BORTH	REC CENTER	05/26/2016	10.12
THE HOME DEPOT 1506	LOUISVILLE	DAVE NICHOLS	OPERATIONS	05/25/2016	26.35
THE HOME DEPOT 1506	LOUISVILLE	DAVID ALDERS	PARKS	05/25/2016	7.95
THE HOME DEPOT 1506	LOUISVILLE	MATT LOOMIS	PARKS	05/24/2016	14.00
THE HOME DEPOT 1506	LOUISVILLE	BRETT TUBBS	FACILITIES	05/23/2016	80.03
THE HOME DEPOT 1506	LOUISVILLE	JESSE DEGRAW	REC CENTER	05/23/2016	2.00
THE HOME DEPOT 1506	LOUISVILLE	MICHAEL CLEVELAND	OPERATIONS	05/20/2016	21.95
THE HOME DEPOT 1506	LOUISVILLE	BRETT TUBBS	FACILITIES	05/20/2016	20.97
THE HOME DEPOT 1506	LOUISVILLE	MATTHEW BUSH	IT	05/20/2016	17.97
THE HOME DEPOT 1506	LOUISVILLE	BRETT TUBBS	FACILITIES	05/19/2016	122.62
THE HOME DEPOT 1506	LOUISVILLE	ERIK SWIATEK	PARKS	05/19/2016	46.22
THE HOME DEPOT 1506	LOUISVILLE	KRISTOPHER JAGGERS	GOLF COURSE	05/19/2016	19.97
THE HOME DEPOT 1506	LOUISVILLE	DAVID SZABADOS	FACILITIES	05/19/2016	129.91
THE HOME DEPOT 1506	LOUISVILLE	MICHAEL TOWERS	PARKS	05/19/2016	12.54

SUPPLIER	SUPPLIER LOCATION	CARDHOLDER	DEPARTMENT	TRANS DATE	AMOUNT
THE PINES AT GENESEE I	07202340351	PAULA KNAPEK	HUMAN RESOURCES	06/16/2016	575.00
THE UPS STORE #5183	SUPERIOR	JUSTIN ELKINS	WASTEWATER	05/27/2016	11.30
TIFCO INDUSTRIES INC	02815716000	BRETT TUBBS	FACILITIES	06/10/2016	291.76
TRENCH SHORING SERVICE	03032872264	DAVE NICHOLS	OPERATIONS	05/24/2016	200.00
UNITED PACIFIC 6526	LOUISVILLE	DAVID BARIL	GOLF COURSE	06/14/2016	5.55
UNITED REFRIG BR #T9	LOUISVILLE	BRETT TUBBS	FACILITIES	06/13/2016	250.42
UNITED REFRIG BR #T9	LOUISVILLE	BRETT TUBBS	FACILITIES	06/10/2016	118.59
UNITED REFRIG BR #T9	LOUISVILLE	BRETT TUBBS	FACILITIES	06/09/2016	819.00
UNITED REFRIG BR #T9	LOUISVILLE	BRETT TUBBS	FACILITIES	06/09/2016	481.77
UNITED REFRIG BR #T9	LOUISVILLE	BRETT TUBBS	FACILITIES	06/09/2016	21.98
UNITED REFRIG BR #T9	LOUISVILLE	BRETT TUBBS	FACILITIES	06/08/2016	188.93
UNITED REFRIG BR #T9	LOUISVILLE	BRETT TUBBS	FACILITIES	06/06/2016	7.88
UNITED STATES WELDING	303-7776671	AMANDA PERERA	REC CENTER	05/26/2016	309.88
USA BLUE BOOK	08004939876	ROBERT CARRA	WATER	06/08/2016	561.70
USA BLUE BOOK	08004939876	TODD OSBORNE	WATER	06/06/2016	54.01
USA BLUE BOOK	08004939876	TODD OSBORNE	WATER	06/06/2016	905.44
USA BLUE BOOK	08004939876	TODD OSBORNE	WATER	06/03/2016	70.90
USPS 07567002330362917	LOUISVILLE	ERICA BERZINS	POLICE	06/13/2016	31.85
VANCE BROTHERS COLORAD	DENVER	THOMAS CZAJKA	OPERATIONS	06/16/2016	199.00
VICS LOUISVILLE	LOUISVILLE	PAULA KNAPEK	HUMAN RESOURCES	06/14/2016	31.91
VOC*ICONTACTEMAIL MKT	877-9683996	SUZANNE JANSSEN	CITY MANAGER	06/01/2016	15.20
VZWRLSS*MY VZ VB P	800-922-0204	DIANE M KREAGER	FINANCE	06/11/2016	541.32
VZWRLSS*MY VZ VB P	800-922-0204	DIANE M KREAGER	FINANCE	06/11/2016	131.38
VZWRLSS*MY VZ VB P	800-922-0204	DIANE M KREAGER	FINANCE	06/07/2016	1,322.48
VZWRLSS*PRPAY AUTOPAY	888-294-6804	CRAIG DUFFIN	PUBLIC WORKS	06/05/2016	20.00
WAL-MART #5341	BROOMFIELD	RACHEL DUCEY	REC CENTER	06/02/2016	73.92
WALGREENS #4468	WESTMINSTER	RACHEL DUCEY	REC CENTER	06/19/2016	20.46
WALGREENS #4468	WESTMINSTER	RACHEL DUCEY	REC CENTER	06/11/2016	15.84
WALGREENS #7006	LOUISVILLE	MICHAEL TOWERS	PARKS	05/23/2016	10.50
WATERLOO ICEHOUSE	LOUISVILLE	BRIAN GARDUNO	OPERATIONS	06/04/2016	74.98
WATERLOO ICEHOUSE	LOUISVILLE	JEFFREY FISHER	POLICE	05/23/2016	37.75
WAYFAIR*WAYFAIR	WAYFAIR.COM	KAREN FREITER	LIBRARY	06/06/2016	85.99
WELBY GARDENS CO I	DENVER	MARYANN DORNFELD	PARKS	05/24/2016	257.90
WINFIELD SOLUTIONS	06513752713	DAVID DEAN	GOLF COURSE	06/01/2016	544.75
WM SUPERCENTER #5341	BROOMFIELD	MEGAN FRASER	REC CENTER	05/24/2016	136.37
WPY*COLORADO MUNICIPAL	855-469-3729	MEREDYTH MUTH	CITY MANAGER	06/08/2016	775.00
WW GRAINGER	877-2022594	FRANCIS H TRICKEL	WATER	06/07/2016	23.31
WW GRAINGER	877-2022594	CATHERINE JEPSON	PARKS	06/03/2016	32.38
WW GRAINGER	877-2022594	DAVID SZABADOS	FACILITIES	06/02/2016	204.66
WW GRAINGER	877-2022594	DAVID SZABADOS	FACILITIES	06/02/2016	78.88
WW GRAINGER	877-2022594	DAVID SZABADOS	FACILITIES	05/31/2016	57.98
WW GRAINGER	877-2022594	DAVID SZABADOS	FACILITIES	05/31/2016	36.66

SUPPLIER	SUPPLIER LOCATION	CARDHOLDER	DEPARTMENT	TRANS DATE	AMOUNT
WW GRAINGER	877-2022594	DAVID SZABADOS	FACILITIES	05/25/2016	24.20
WW GRAINGER	877-2022594	GLEN SIEDENBURG	WATER	05/23/2016	9.40
WW GRAINGER	877-2022594	BRETT TUBBS	FACILITIES	05/20/2016	252.84
YOURMEMBER-CAREERS	7274976573	RONDA ROMERO	HUMAN RESOURCES	06/03/2016	75.00
		LESLIE RINGER	HUMAN RESOURCES	05/25/2016	-54.80
		ROBERT DUPORT	WATER	05/17/2016	45.00
		DENNIS COYNE	PARKS	05/23/2016	377.33
		BRIAN GARDUNO	OPERATIONS	06/04/2016	-63.73
		BRAD MCKENDRY	IT	06/13/2016	-4.04
		BRETT TUBBS	FACILITIES	06/20/2016	39.00
TOTAL					\$ 87,055.51

City Council Meeting Minutes

**July 5, 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: ***Roll Call.***

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

Absent: ***Council member Maloney***

Staff Present: ***Malcolm Fleming, City Manager
Heather Balser, Deputy City Manager
Kevin Watson, Finance Director
Aaron DeJong, Director of Economic Development
Scott Robinson, Planner II
Joe Stevens, Director of Parks & Recreation
Kurt Kowar, Director of Public Works
Meredyth Muth, City Clerk***

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

PLEDGE OF ALLEGIANCE

All rose for the pledge of allegiance.

APPROVAL OF AGENDA

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

PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

Fire District Chief John Willson stated he was in attendance for a quarterly check-in and to answer any questions from the Council. Mayor Muckle asked if there were many brush fires so far this year. Chief Willson stated no but it is drying out and they are keeping an eye on things.

APPROVAL OF THE CONSENT AGENDA

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

- 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 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**

COUNCIL INFORMATIONAL COMMENTS ON PERTINENT ITEMS NOT ON THE AGENDA

Mayor Muckle thanked staff for the July 4th fireworks.

CITY MANAGER'S REPORT

City Manager Fleming thanked event staff, the police staff, and the fire district for the fireworks. He updated Council on capital projects including the new IAN accounting system. He thanked the staff members who have been working to get the financial system implemented. He noted the paving of the Davidson Mesa parking lot is now underway and the railroad bridge for the South Street Gateway is being installed.

Councilmember Loo stated how impressed she was with how much funding the City received from the Federal and State governments to pay for the replacement of the County Road Bridge.

REGULAR BUSINESS

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

Mayor Muckle called for a staff presentation.

Planner II Robinson noted the applicant requests an Iconic Sign designation for the former Standard Oil sign at 937 Pine Street, on the corner of Front and Pine Streets. An iconic sign is an existing non-conforming sign with a distinctive architectural style designated with the owner's consent as an iconic sign.

The current sign does not comply with the existing sign code, meaning the owners can remove it, reuse it as is, or get it named as an "iconic sign." The Historic Preservation Commission (HPC) and City Council have to review such designations. The sign was built in 1961 and is still in the same location. The gas station wants to reuse the sign to advertise the station.

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

Staff finds all the criteria are met and recommends approval. The Historic Preservation Commission also recommends approval with a condition illumination be added to the sign to reinforce the shape of the sign so the outline could be determined even at night.

The Mayor asked for questions from the City Council.

Councilmember Loo asked if the shape, which was originally from Standard Oil, is trademarked or protected in any way which would create liability for the City. City Attorney Light stated no. This action only relates to the City sign code criteria, not who owns any trademark.

Councilmember Keany asked Planner Robinson about how the sign would be illuminated and if this approval would also allow for that. Planner Robinson stated this is just for the iconic sign designation, a condition could be added for how it is illuminated. Council member Keany stated his preference the sign illumination not be the full sign, but just the logo.

Council member Stolzmann stated she feels the sign is consistent with the four criteria and it contributes to the area. She would like to add a condition to allow for interior illumination of the sign as that is part of the iconic part of the sign.

Mayor Muckle asked for public comments.

Debbie Fahey, 1118 W. Enclave Circle, Louisville, CO stated the HPC conversation was to include the halo illumination so the sign will be obvious.

Mayor Muckle agreed with the recommendation to allow internal illumination to light the logo, lettering and halo of the sign.

MOTION:

Council member Keany moved to approve Resolution No. 32, Series 2016 with a condition to read "Include illumination with illumination to extend only to the exterior edge of the sign and to internal illumination of the cloverleaf and stem and shamrock letters to subtly re-enforce the iconic shape of the sign with the dark background to not be illuminated". Council member Loo seconded. All in favor.

**ORDINANCE NO. 1721, SERIES 2016 – AN ORDINANCE APPROVING A
BOUNDARY LINE AGREEMENT CONCERNING CERTAIN BOUNDARIES OF
MEMORY SQUARE PARK - 2nd Reading – Public Hearing**

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

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

City Manager Fleming stated this ordinance is to clarify the boundary between Memory Square Park and 833 Jefferson Avenue. There are discrepancies in the legal description for the boundary lines for the lot. Over 20 years ago the fence was placed with good faith where the parties thought the boundary line was, although the fence is 1.57 to 3.23 feet too far south. Further complicating matters, on the western side of the property, the City vacated the alley, which typically results in the adjacent property owners gaining the vacated property. However, at 833 Jefferson Avenue the fence is still on the previous boundary line of the alley. To address the issues and uncertainties the property owners and the City have drafted a boundary line agreement to allow the fence to stay where it is as the agreed upon boundary line of the property.

Mayor Muckle asked for applicant comments and hearing none, asked for public comments. Hearing none, he called for Council comment.

Mayor Muckle suggested this be approved. Council member Loo agreed.

Mayor Muckle closed the public hearing.

City Attorney Light stated the recommendation is specific to the facts of this case. It appears there was essentially a mutual mistake regarding the location of the fence originally and the parties on either side of the fence relied on the fence as the boundary line. The agreement also resolves the issue on the west side where the fence does not align with the alley vacation description when the alley was vacated in the early 1980's. The boundary line agreement is a mutual resolution to these situations, the issues were looked at running either direction of boundaries through a sort of estoppel, acquiescence or adverse possession and it was clear in the opinion of the City Attorney's office, those principles don't run against the City. There is still the discrepancy of where the fence sits in relation to the boundary lines under the original deed, so a boundary line adjustment agreement is recommended.

Mayor Muckle noted this does not affect any other properties or set any new survey points.

MOTION

Council member Keany moved to approve Ordinance No. 1721, Series 2016, Council member Stolzmann seconded. Roll Call Vote 6-0. Council member Maloney absent.

DISCUSSION/DIRECTION: OPEN SPACE RANKING ACQUISITION POLICY

City Manager Fleming gave the staff presentation noting the item came from Council member's concerns about how the City ranks open space parcels to purchase. He

noted the staff and Open Space Advisory Board (OSAB) use 20 different criteria to rank property and only pursue properties with a willing seller. He noted there is no formal endorsement process for the City Council to approve the priority list. He asked for discussion of how the criteria are working, how the Council would like to give input on the list, what properties to pursue, and how parcels are identified on the map listing the properties. He added OSAB will be looking at this list for 2016 in July to review the process and updating the property information.

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

Council member Stolzmann stated she would like to see Council get an opportunity to endorse the list and make sure everything on the list is something the City Council wants and to find out if there are other ways to acquire access to a property without purchasing it. She also would like to clarify which parcels require the City to have partners to purchase. She would like to have a discussion of each property on the list. She wanted to know why properties drop off the list over the years (were they purchased, annexed, etc.) so we can learn from those examples. She feels there are too many criteria and some are very closely related. Once the priorities are identified, she would like staff to contact property owners identified as top priorities so they know of our interest and can perhaps get the right of first refusal.

Mayor Pro Tem Lipton stated the City does not have the resources or interest in going after every property on the list. He stated the list is an indicator of how important the properties are, but there is nowhere near enough money to purchase every one. He wouldn't want to see all the money spent on lower tier properties leaving no funding when the top tier properties become available. He added if the properties on the list have very low redevelopment potential, some redevelopment may be acceptable rather than the City buying it.

Council member Leh felt it important the City explain the list to the residents and what is realistic. He stated he didn't think staff should be contacting people every year about the City's interest in purchase. Staff should have the discretion to contact people when it is appropriate and when a seller might be receptive of the contact.

Mayor Muckle added OSAB works very hard on this list and works to use an appropriate scoring system. He noted in the past Council asked OSAB to rank them, but perhaps what is really needed is a more realistic conversation about what are the big priorities, what is the best way to meet the goals of the list, and what other options might there be other than acquisition.

Council member Keany stated he wonders if the Tier 3 items are worth pursuing, the list is too long.

Mayor Muckle asked for public comments and heard none.

Parks and Recreation Director Stevens noted the staff and OSAB do tour the properties each year and they continue to discuss. He agreed there are other ways to prioritize the list and he will take back all the input to OSAB.

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

Mayor Muckle noted the existing Historic Preservation Tax will expire in 2019 and he would like to discuss if it makes sense to put an extension of the tax on the ballot in 2016 when we expect a very high voter turnout.

Mayor Muckle stated his hope to include language to change the tax to include operational funding for the Historical Museum but the priority would be grants and preservation projects. He stated there are two more years to put the issue on the ballot, but he would support doing it this year. It is an extension of an existing tax so he doesn't think it will compete with any new taxes proposed on the ballot.

Mayor Muckle asked for public comments.

Debbie Fahey, 1118 West Enclave Circle, Louisville, CO stated she would like to see more time spent on how to fund the museum and in what form before putting it on the ballot. She doesn't want this item competing with the Rec Center expansion tax. She asked the Historic Preservation tax be put on the ballot in 2018.

Mayor Muckle called for Council comment.

Mayor Pro Tem Lipton stated he supports the continuation and repurposing for the museum, however he doesn't generally support asking for re-approval before the existing tax expires unless it is needed for bonding. He noted there is not large support for this from the HPC for 2016 and they need to be behind this. There has not been a good conversation about this with the HPC. He added his concern for this issue competing for approval with the Rec Center expansion issue and any other taxes on the ballot. He stated without a business plan for the museum it is really hard to explain to people why there is a need to repurpose the tax. He does not support doing this in 2016.

Council member Leh added he is concerned the public's appetite for extending or approving new taxes is more limited than we may appreciate. He feels the historic preservation tax is a gem and wants to extend it. Extension of the tax should be on the ballot when there has been the time to really evaluate support. He doesn't want to have to do it twice, and thinks it should be done when a real effort can be made to pass it, not this year.

Council member Loo asked why risk putting it on in 2016 against the Rec Center expansion. There is support for it in the survey questions, but noted the museum comes

in very low on the priority list. She would rather put in on the ballot when a good case can be built for the museum. She added Boulder County is likely to put tax questions on the ballot and if there is a long ballot with a number of tax questions it lowers the chances of this passing. When it passes, she wants overwhelming support for it. She also is reluctant to put anything on the ballot without unanimous Council support, which it might not have this year but likely would have in 2017. She doesn't want to risk the Rec Center expansion failing if this item is added.

Council member Keany noted he received comments from the public not to put it on this year, but no comment asking it be added to the ballot. He stated the museum plan needs to be finished before trying to explain to the public the need for the tax. He stated in 2016 there is support for the Rec Expansion and he doesn't want to risk that question. He noted there is no urgency in passing this in 2016 and the Council should wait until 2017 for the Historic Preservation tax.

Council member Stolzmann stated she could support an extension of the tax, but there is no harm in waiting and putting the time and effort into knowing how to repurpose the tax and knowing how the museum plan fits into the question and how the funding will be changed.

Muckle stated it was clear there was no support for putting this on the ballot in 2016.

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

Mayor Muckle called for a staff presentation.

Public Works Director Kowar noted this concerned buying out a lease with Zions Credit Corporation. The City of Louisville purchased and installed three solar panels in 2011 at the 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. The lease agreement with Zions has a provision for a five-year, ten-year and 12-year purchase option. The five-year mark has been reached on the leases and budget is available within the current Capital Improvement Program in both the Water Fund and Wastewater Funds.

To accomplish the buyout on a net present value with various percentages applied, it was about \$70,000 advantageous to do it now versus waiting for the ten-year buyout. Staff recommended Council approve exercising the five-year purchase option with Zions Credit Corporation noting the solar panels have performed up to the original projection and staff believes it would be a good use of the City's money.

MOTION

Council member Keany moved to approve the exercise of the option to purchase the solar panels, seconded by Council member Leh. Roll Call Vote 6-0. Council member Maloney absent.

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

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 07/19/16*

Mayor Muckle requested a City Attorney introduction.

City Attorney Light introduced Ordinance No. 1722, Series 2016.

MOTION: Mayor Muckle moved to approve Ordinance No.1722, Series 2016 on first reading, ordered it published and set a public hearing for July 19, 2016, seconded by Council member Keany. All in favor.

City Attorney Light noted the staff recommendation on Resolution No. 33, Series 2016 is to continue to July 19, 2016.

City Manager Fleming stated staff is recommending this purchase to use the parcel for additional parking and to have some control over how the property develops in relation to historic downtown.

Mayor Muckle moved to continue Resolution No. 33, Series 2016 to July 19, 2016, seconded by Council member Stolzmann. All in favor.

CITY ATTORNEY’S REPORT

No report.

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

Council member Stolzmann noted some changes in how DRCOG is taking input on Metro Vision. DRCOG will also be discussing the regional transportation process and HOV 3 implementation.

UPDATE FROM LEGAL REVIEW COMMITTEE REGARDING MUNICIPAL JUDGE APPOINTMENT

Council member Leh noted the Committee is in the process of reviewing applicants for the Municipal Judge vacancy. The Committee will be interviewing some candidates next week. He asked if the Council is supportive of the Committee bringing one finalist forward for consideration or if they have another process they would like used.

Mayor Muckle noted this is an important hire. He would like to have a chance to meet with the finalist if possible. Council member Leh invited any members of the Council to attend the interviews of the candidates.

Council member Keany noted the Historical Commission meeting tomorrow evening, the Water Committee meeting Friday morning at 7:30 AM and the Senior Ice Cream Social next Thursday at 6:00 PM at Community Park. The Chamber's Spaghetti Open is Friday, July 15 at Coal Creek Golf Course.

Mayor Muckle stated he and City Manager Fleming are working on a slightly different process for budget discussion; reviewing by fund rather than all at once. He asked if the Water Committee should review the utility funds prior to Council's review and if that would help the process.

Council member Loo said related to the Water Fund she would like to see water rights purchased whenever possible, not budget for later years as they simply get more expensive. Mayor Muckle agreed.

ADJOURN

MOTION: Mayor Muckle moved for adjournment, seconded by Council member Leh. All were in favor. The meeting was adjourned at 8:38 p.m.

Robert P. Muckle, Mayor

Meredyth Muth, City Clerk



City Manager's Report

July 19, 2016

CITY OF LOUISVILLE

EXPENDITURE APPROVALS \$25,000.00 - \$99,999.99

JUNE 2016

DATE	P.O. #	VENDOR	DESCRIPTION	AMOUNT
6/14/2016	92444	B&M Construction Inc.	611 Front St. Lighting	\$59,490.00
			The parking lot expansion at 611 Front St. requires parking lot lighting to meet minimum lighting levels. Three LED lights will be installed in the existing lot and three in the expanded lot. Staff solicited bids and two were received. B&M Construction submitted the lowest bid.	

Planning and Building Safety Activity Report June - 2016

Planning Activity

The list represents projects within the various stages of the City’s development approval, including: projects submitted to the Planning Division in referral; projects recommended by the Planning Commission; and those projects approved by City Council during the month. It is important to note approved projects may not be built. Approved Planned Unit Developments (PUDs) remain eligible for issuance of building permits for three years. Activity this month includes:

1. **In referral:** 4 projects
 - 113 Residential units,
 - 60,000 sf Commercial, and
 - 30,000 sf Industrial
2. **Planning Commission Review:** 3 projects
 - 55 Residential units,
 - 0 sf Commercial, and
 - 0 sf Industrial
3. **Council Approval:** 3 Projects
 - 9 Residential units,
 - 17,940 sf Commercial, and
 - 62,400 sf Industrial

Planning Summary – June 2016						
Name	Description	Rezoning	Plat and/or PUD		SRU	
			Preliminary	Final		
Downtown / Old Town						
824 South Street	Redevelopment PUD				S	
105 Roosevelt	Minor Subdivision				PC	
South Boulder Road						
Balfour PUD Plat	PUD and Plat				PC	
Kestrel PUD	PUD Amendment				CC	
North End Market	Comm/Res GDP/PUD		40,000 sf Comm	65 Res Units	S	
Colorado Tech Center						
Taylor CTC Rezoning	Commercial to Ind Rezoning				PC	
305 S Arthur	PUD		17,940 sf Comm		CC	
Lot 6 and 10	PUD		62,400 sf Ind		CC	
Rupes CTC	PUD		30,000 sf Ind		S	
Cent. Valley / 88th Street						
McCaslin Marketplace	Amended Plat		Easement Vacation			
Centennial Pavilions	Subdivision				S	
Revitalization District						
DELO Flats	a Pre Plat/PUD/SRU		10,000 sf Comm	46 Res Units(33) Live/Work (13)	S	S

S – Submitted; PC – Planning Commission Recommendation; CC – City Council Approval

Development Activity

The status of approved projects is listed below.

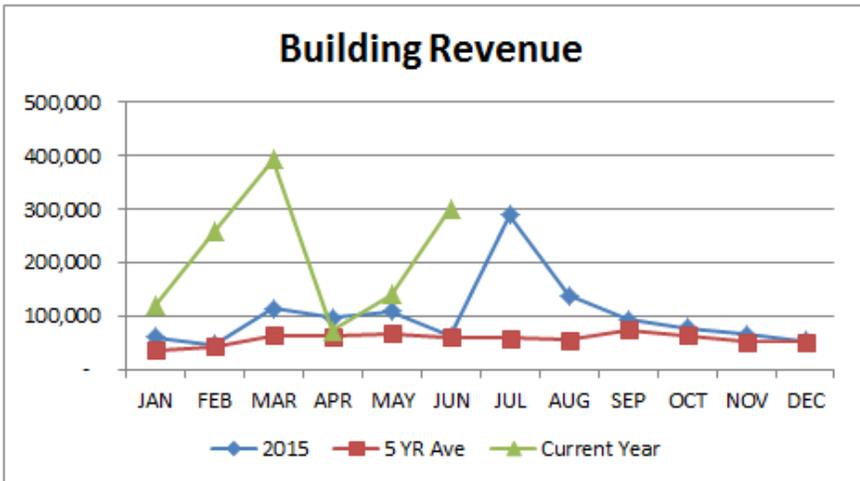
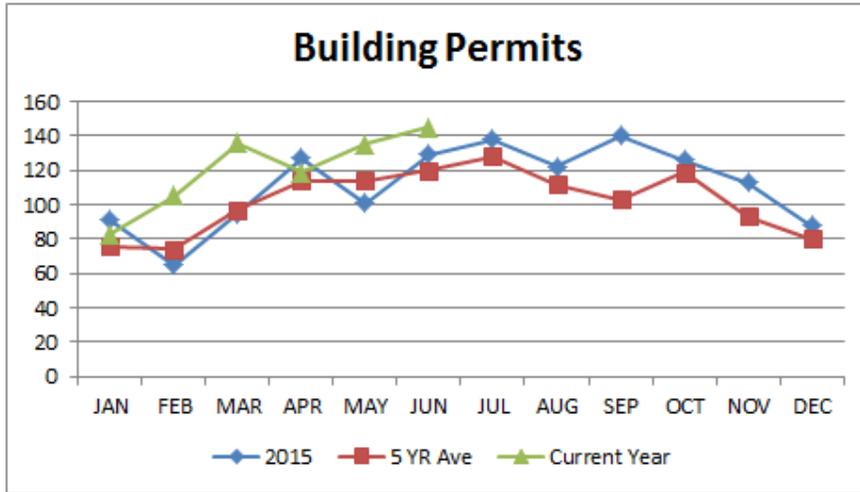
Development Summary – June 2016									
Name	Approved			Permits Issued			Remaining		
	Res. (Units)	Non-Res.		Res. (Units)	Non-Res.		Res. (Units)	Non-Res.	
		SF	Use		SF	Use		SF	Use
ACTIVE PUD (PERMITS ISSUED)									
North End									
Phase 2 – PA#2 / #3	122	-		5	-	-	39	-	-
Phase 1 - Block 10	84						79		
Downtown / Old Town									
Scrapes	-	-	-	-	-	-	-	-	-
927 Main Street	2	-	-	-	-	-	2	-	-
Copper Hill Subdivision									
Copper Hill	10	-	-	-	-	-	1	-	-
Steel Ranch									
Lanterns	24	-	-	-	-	-	1	-	-
South Boulder Road									
BCHA Kestrel	200	5,977	Mixed				25	5,977	Mixed
CTC									
2000 Taylor		120,877	Flex						
The Park (gym and brewery)		30,100	Comm					5,881	comm
Redevelopment District									
DELO Phase 2	135	31,066	Comm	130			5	31,066	
Delo – Phase 1/1A	55	1,000	Office				23		
Sub-Total	632	189,020		135	-		175	42,924	

INACTIVE PUD (NO PERMITS ISSUED)			
	Res. Units	Non-Res. Sq. Ft.	Use
CTC			
10101 Dillon		449,948	Flex
Dillon Storage		77,446	Storage
Allen CO		313,715	Flex
Lots 6 and 10, Block 3		62,400	Flex
Lot 1, Buisness Center		17,940	Flex
633 CTC Blvd.		153,018	Flex
88th Street			
168 Centennial		59,629	Comm
Steel Ranch			
The Foundry	48	55,000	Comm
North End			
Phase 2 - PA#1 along SBR	21	65,000	Com
Downtown / Old Town			
Grain Elevator		27,000	Office
931 Main Street		2,200	Office
945 Front		2,995	Com.
SBR & HWY 42			
Urgency Care		8,870	view. off
Redevelopment District			
Coal Creek Station	51	30,000	Comm
DELO Plaza		23,000	Retail
Sub-Total	120	1,348,161	Mix

* denotes a difference between the GDP and PUD

Construction Activity

Current building revenues are illustrated with the following information.



Building Permit and Revenue Summary						
Month	2016		2015		5-Year Average	
	Permits	Revenues	Permits	Revenues	Avg Permit	Avg Rev
JAN	83	119,367	91	60,835	76	35,557
FEB	105	257,759	65	45,746	74	42,262
MAR	136	391,757	95	114,760	97	63,410
APR	119	72,991	127	95,989	114	62,280
MAY	135	139,142	101	108,817	114	67,677
JUN	145	300,670	129	62,770	120	60,902
JUL			138	288,398	128	57,851
AUG			122	138,361	112	55,136
SEP			140	93,080	103	74,680
OCT			126	76,866	119	63,857
NOV			113	65,503	93	51,455
DEC			88	53,223	80	51,893

BUILDING PERMITS – BY PERMIT TYPE

JUN 2016	Monthly					
	Current Month JUN 2016		Last Year Month JUN 2015		5 year Avg for JUN	
Permits	Permits	Revenues	Permits	Revenues	Permits	Revenues
New Commercial	1	\$ 51,758	0	\$ -	0.2	\$ 660
Tenant Finish Comm	6	\$ 11,276	7	\$ 14,451	2.5	\$ 6,740
New Residential (SFD)	5	\$ 26,649	2	\$ 10,063	1.6	\$ 6,854
Scrapes and Rebuilds	0	\$ -	1	\$ 8,597	0.4	\$ 2,744
Alteration/Addition to Res	18	\$ 19,646	13	\$ 11,108	4.7	\$ 6,331
Duplex	0	\$ -	0	\$ -	0.6	\$ 2,199
Townhomes 3 & 4 units	0	\$ -	0	\$ -	0	\$ -
Townhomes 5 or more	0	\$ -	1	\$ 4,650	1.4	\$ 4,063
Multifamily (Apartments)	4	\$ 174,734	0	\$ -	0.2	\$ 4,123
Demo Residential	0	\$ -	3	\$ 150	3.4	\$ 170
Demo Commercial	0	\$ -	0	\$ -	0	\$ -
Minor and Trade	111	\$ 16,607	102	\$ 13,892	90	\$ 13,983
TOTALS	145	\$ 300,670	129	\$ 62,911	105	\$ 47,867

BUILDING REVENUES – BY PERMIT TYPE

JUN 2016	Yearly					
	Current YTD JUN 2016		Previous YTD JUN 2015		5 Year Avg YTD	
Permits	Permits	Revenues	Permits	Revenues	Permits	Revenues
New Commercial	3	\$ 135,067	2	\$ 37,297	0.5	\$ 12,811
Tenant Finish Comm	43	\$ 148,946	48	\$ 149,343	7.1	\$ 19,123
New Residential (SFD)	14	\$ 63,878	13	\$ 64,642	11.9	\$ 42,384
Scrapes and Rebuilds	2	\$ 11,972	3	\$ 20,620	0.8	\$ 4,803
Alteration/Addition to Res	110	\$ 126,866	90	\$ 94,909	37.2	\$ 35,666
Duplex	12	\$ 39,861	0	\$ -	0.8	\$ 2,447
Townhomes 3 & 4 units	0	\$ -	0	\$ -	0	\$ -
Townhomes 5 or more	10	\$ 26,105	16	\$ 45,121	6.5	\$ 17,058
Multifamily (Apartments)	20	\$ 654,303	2	\$ 7,252	0.6	\$ 8,874
Demo Residential	8	\$ 525	14	\$ 700	4.3	\$ 650
Demo Commercial	0	\$ -	1	\$ 50	0.4	\$ 20
Minor and Trade	495	\$ 83,894	419	\$ 69,218	671	\$ 69,389
TOTALS	717	\$1,291,417	608	\$ 489,152	741.1	\$ 213,225

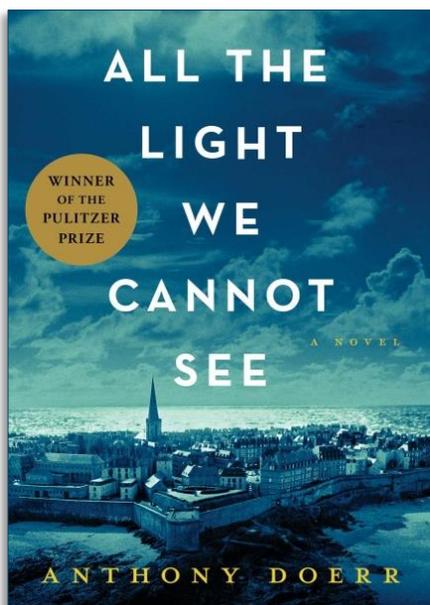
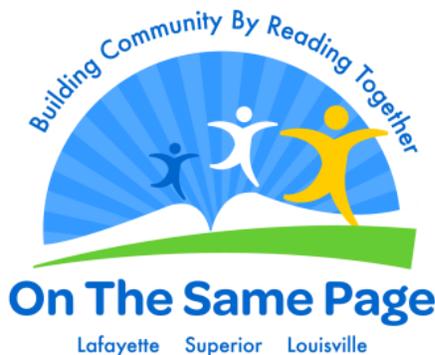
Louisville Public Library Monthly Report

June 2016

Year-To-Date Circulation

LOUISVILLE PUBLIC LIBRARY: 2016 STATISTICS							
CATEGORY	JAN	FEB	MAR	APR	MAY	JUN	YTD
CIRCULATION							
Total Charges & Renewals	39,080	37,280	41,212	39,015	39,154	45,192	240,933
FLC Loans	3,220	3,085	3,122	3,206	3,069	3,289	18,991
Prospector Borrowed	916	816	884	672	576	602	4,466
Prospector Loaned	670	586	748	636	526	541	3,707
Hours Open	248	240	264	256	254	260	1,522
Average Transactions Per Hour	158	155	156	152	154	174	158
Registered Patrons	26,786	26,992	27,188	27,382	27,667	28,037	n/a
New Registrations	235	206	196	194	285	370	1,486
Attendance	19,375	16,450	19,586	19,173	18,797	23,438	116,819

On The Same Page



2016 marks the sixth consecutive year that the communities of Lafayette, Louisville, and Superior have joined to present 'On The Same Page', a one-book project that asks everyone to read the same book at the same time.

This year's title, *All the Light We Cannot See* by Anthony Doerr, is an epic novel of historical fiction that takes place in the seaside enclave of Saint-Malo, France, during the final days of World War II. As noted on the Pulitzer website, the book is "An imaginative and intricate novel inspired by the horrors of World War II and written in short, elegant chapters that explore human nature and the contradictory power of technology."

With funds donated by the Lafayette and Louisville library foundations and the Town of Superior, the Lafayette and Louisville libraries have purchased more than 100 copies of the book. Book club sets with multiple copies of the title are also available through both libraries. The title will also be available on CD, as a downloadable e-book, in large print, and in Spanish.

As usual, the title was announced in June, and book discussions will conclude in September. Typically, we see copies of the OTSP title checked out close to 1,000 times over the summer. On September 29th there will be a performance of excerpts from the book by 'Stories on Stage'. This flagship event is free to the public and generously sponsored each year by the Louisville Cultural Council.

LOUISVILLE MUNICIPAL COURT MONTHLY REPORT 2016

TRAFFIC VIOLATIONS	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	YTD 2016	YTD 2015
0 POINT VIOLATIONS	0	0	0	0	0	8							8	7
1 POINT VIOLATIONS	0	0	2	0	2	0							4	3
2 POINT VIOLATIONS	2	0	3	0	4	5							14	12
3 POINT VIOLATIONS	6	4	12	6	7	7							42	61
4 POINT VIOLATIONS	18	11	23	22	28	27							129	170
6 POINT VIOLATIONS	0	0	6	0	0	0							6	3
8 POINT VIOLATIONS	0	1	0	0	0	0							1	1
12 POINT VIOLATIONS	0	0	0	0	0	0							0	1
SUB TOTALS	26	16	46	28	41	47	0	0	0	0	0	0	204	258
SPEED VIOLATIONS														
1 POINT VIOLATIONS	0	0	0	0	0	2							2	13
4 POINT VIOLATIONS	11	8	24	17	33	27							120	137
6 POINT VIOLATIONS	8	3	0	9	6	6							32	21
12 POINT VIOLATIONS	0	0	0	0	0	0							0	0
SUB TOTALS	19	11	24	26	39	35	0	0	0	0	0	0	154	171
PARKING VIOLATIONS														
PARKING	13	12	41	28	25	20							139	179
PARKING/FIRE LANE	0	0	0	0	0	0							0	2
PARKING/HANDICAPPED	0	0	1	2	1	3							7	8
SUB TOTALS	13	12	42	30	26	23	0	0	0	0	0	0	146	189
CODE VIOLATIONS														
BARKING DOGS	0	1	0	0	0	0							1	1
DOG AT LARGE	4	1	0	0	2	3							10	10
WEEDS/SNOW REMOVAL	0	1	0	0	0	0							1	0
JUNK ACCUMULATION	0	0	0	0	0	0							0	1
FAILURE TO APPEAR	2	1	0	4	4	2							13	21
RESISTING AN OFFICER	0	0	0	0	0	0							0	0
DISORDERLY CONDUCT	0	0	0	0	0	2							2	1
ASSAULT	0	0	0	0	0	2							2	0
DISTURBING THE PEACE	0	0	0	0	0	0							0	0
THEFT	0	0	0	1	0	0							1	1
SHOPLIFTING	3	1	3	0	0	6							13	5
TRESPASSING	0	0	0	0	0	3							3	1
HARASSMENT	1	0	0	0	0	1							2	0
MISC CODE VIOLATIONS	7	1	11	0	5	12							6	6
SUB TOTALS	17	6	14	5	11	31	0	0	0	0	0	0	84	47
TOTAL VIOLATIONS	75	45	126	89	117	136	0	0	0	0	0	0	588	686
CASES HANDLED														
GUILTY PLEAS	22	19	54	30	32	42							199	279
CHARGES DISMISSED	16	7	17	7	19	23							89	82
*MAIL IN PLEA BARGAIN	15	9	30	25	42	34							155	168
AMD CHARGES IN COURT	21	12	28	26	22	28							137	149
DEF/SUSP SENTENCE	2	2	3	1	2	9							19	10
TOTAL FINES COLLECTED	\$ 6,410.00	\$ 6,895.00	\$ 8,285.00	\$ 9,529.95	\$ 11,915.00	\$ 14,140.00							\$ 57,174.95	\$ 55,791.00
COUNTY DUI FINES	\$ 1,218.55	\$ 337.50	\$ 748.18	\$ 1,259.31	\$ 792.49	\$ 969.62							\$ 5,325.65	\$ 10,345.79
TOTAL REVENUE	\$ 7,628.55	\$ 7,232.50	\$ 9,033.18	\$ 10,789.26	\$ 12,707.49	\$ 15,109.62	\$ -	\$ 62,500.60	\$ 66,136.79					

SUBJECT: LILLIAN CRAZE DAY PROCLAMATION

DATE: JULY 19, 2016

**PRESENTED BY: JESSE DEGRAW, YOUTH AND ADULT SPORTS SUPERVISOR
JOE STEVENS, PARKS AND RECREATION DIRECTOR**

SUMMARY:

Lillian Craze's outstanding efforts as a volunteer coach have been greatly appreciated by both players and parents on her teams as well as by the Sports Supervisor. As the team has said, "Lillian is an exceptional coach that goes above and beyond the call of duty as a volunteer coach and we would like to recognize her extraordinary efforts." As her players would say, Lillian has provided guidance, not just in soccer but, in life, the community, and friendship with others.

We would like to proclaim July 19, 2016 Coach Lillian Craze Day and thank her again for all that she has done for her teams, the City of Louisville soccer program, and the community in which we live. The accompanying letter succinctly describes the attributes every parent dreams of in their sons and daughters coaches...and to think that Lillian Craze volunteers her time and talents to the betterment of our youth is a testament to her character.

FISCAL IMPACT:

None

RECOMMENDATION:

Proclaim July 19, 2016 as Lillian Craze Day. Recreation staff and members as well as Lillian's team will be there to present the Proclamation to Lillian.

ATTACHMENT(S):

1. Proclamation
2. Letter from parents and players of Coach Craze's team.

Lillian Craze Day
July 19th

- Whereas,** Louisville has a robust recreational soccer program coached solely by volunteer adults, and
- Whereas,** the City of Louisville soccer program would not be possible without the dedicated efforts of the volunteer coaching community, and
- Whereas,** Lillian Craze has demonstrated an outstanding commitment going above and beyond the normal duties of volunteer coaching, and
- Whereas,** players and parents have observed that players who have the opportunity to be mentored by Coach Lillian, are better players and citizens, and
- Whereas,** Coach Lillian has an exemplary approach in her coaching and in all her interactions with the teams she coaches, parents, and her opponents' teams and coaches.

Now therefore, I, Robert P. Muckle, Mayor of Louisville, Colorado do hereby proclaim July 19, 2016 to be Coach Lillian Craze Day for her extraordinary efforts as a volunteer soccer coach for the City of Louisville.

DATED this 19th day July 2016

Robert P. Muckle, Mayor

ATTEST:

Meredyth Muth, City Clerk

As parents we are exceptionally grateful that Coach Craze has devoted herself to this volunteer effort. We are confident that our families and children have benefited immensely from her gifts. Equally, we are confident that our community has been served by her selfless service. Accordingly, we ask that the City of Louisville find a way to recognize this exceptional coach, mentor, and role model.

Yours truly,

J. Cl...
Hastair Henderson
Robert R. Humming
W. Mackey
Chin Cain
Neyan Flaherty
K. a. K. i.
D. [Signature]

Jamie Jarco
Richard [Signature]
Robert [Signature]
Holley Hensley
D. [Signature]
Elain Homer
Andrea [Signature]
Michelle Barnes
Rachel Fox & the
entire Fox Family

**SUBJECT: PRESENTATION OF RECREATION/SENIOR CENTER AND
AQUATICS TASK FORCE RECOMMENDATIONS**

DATE: JULY 19, 2016

**PRESENTED BY: JOE STEVENS, PARKS AND RECREATION
KATHY MARTIN, SUPERINTENDENT OF RECREATION AND
SENIOR SERVICES**

SUMMARY:

The Recreation/Senior Center and Aquatics Task Force, Sink Combs Dethlefs (SCD) consultant team and staff have completed work on a feasibility study for the possible expansion of the Recreation/Senior Center and Memory Square Swimming Pool. SCD will be presenting final conceptual designs and detailed cost estimates for the Recreation/Senior Center and Memory Square pool.

The final estimate for construction costs is \$28.6 million including \$300,000 for the issuance of bonds necessary to fund this capital project. The annual additional subsidy for expanded operations and maintenance is projected to be \$575,000.

Final cost estimates for construction, operations and maintenance along with design concepts for both the Recreation Senior Center and Memory Square Swimming Pool reflect the efforts of a Citizen Task Force that has been meeting more-or-less every two weeks since October 2015 in collaboration with the SCD consultant team and staff to come up with a design and program that works for the City of Louisville. Their work has been scrutinized, revised and revisited via four separate surveys, four open houses and continuous feedback from an engaged community.

The accompanying attachment provides design concepts and renderings for both the Recreation/Senior Center and Memory Square Pool.

FISCAL IMPACT:

Estimated total project cost of \$28.6 million and an additional \$575,000 annually in operations and maintenance costs to support the new renovated and expanded facilities.

RECOMMENDATION:

Discussion

ATTACHMENT(S):

1. Power Point Presentation of design concepts and renderings
2. Final Construction Cost Detail
3. Final Operations and Maintenance Cost Detail, Study and Proforma
4. Public Comments

Recreation/Senior + Aquatic Center Study

City Council Meeting | July 19, 2016

Project Update



**SINK
COMBS
DETHLEFS**
ARCHITECTURE DESIGN

GREENPLAY LLC
The Leading Edge In Parks, Recreation
And Open Space Consulting

Recreation/Senior + Aquatic Center Study

City Council Meeting | July 19, 2016

Agenda

Background and Public Outreach
Recreation/Senior Center Design Update

Memory Square Design Update

Sustainable Opportunity

Cost Analysis

Operational Revenue and Expense Analysis



**SINK
COMBS
DETHLEFS**
ARCHITECTURE DESIGN



PROJECT BACKGROUND

- November/December 2015
 - Kickoff meetings with Task Force/Staff
 - 2 Open Houses advertised + conducted
 - Facility tours conducted with Task Force/Staff
- January 2016
 - Draft survey reviewed with Task Force/Staff
 - Staff/stakeholder interviews conducted
 - Demographics + Trends reports finalized
- February 2016
 - Survey issued, for statistically valid results
 - Existing facility review – site, buildings, infrastructure, etc.
- March 2016
 - Survey results available
 - Design team develops initial Program for review/approval
 - Final Program approved
- April 2016
 - Concept Design, Cost Estimates presentation to Task Force/Staff/City Council
 - Public Open House for Feedback
 - Design team begins Study's Final Design, Cost Estimates
- May 2016
 - Final Design, Cost Estimates presentation to Task Force/Staff/City Council
- June 2016
 - Finalized Interior and Exterior Illustrations
 - Final Report
- July 2016
 - **Presentation of Final Report Including Design, Cost Estimates, O&M Analysis**

PUBLIC OUTREACH EFFORTS

- Public Open Houses December 2nd & 9th, 2015
 - Comment Cards Available at rec center and online
 - Dec. 2 - 72 Attendees
 - Dec. 9 - 125 attendees
 - 128 Comment cards

- May 4th, 2016 – 2 Open Houses held at Rec Center
 - 10:30 a.m. to 12:00 p.m. -182 attendees
 - 6:00 p.m. to 7:30 p.m. - 122 attendees

- Internet Survey February 2016
 - 4,000 surveys mailed to a random sample of Louisville respondents in Feb. 2016
 - Final sample size: 690
 - Response rate: 15% (vs. target of 10%)
 - Margin of error: +/- 3.7 percentage points

- Follow-up Phone Survey to Eligible Voters April 27-May 9, 2016
 - 4973 eligible households dialed
 - Final sample size: 400
 - Response rate: 8%

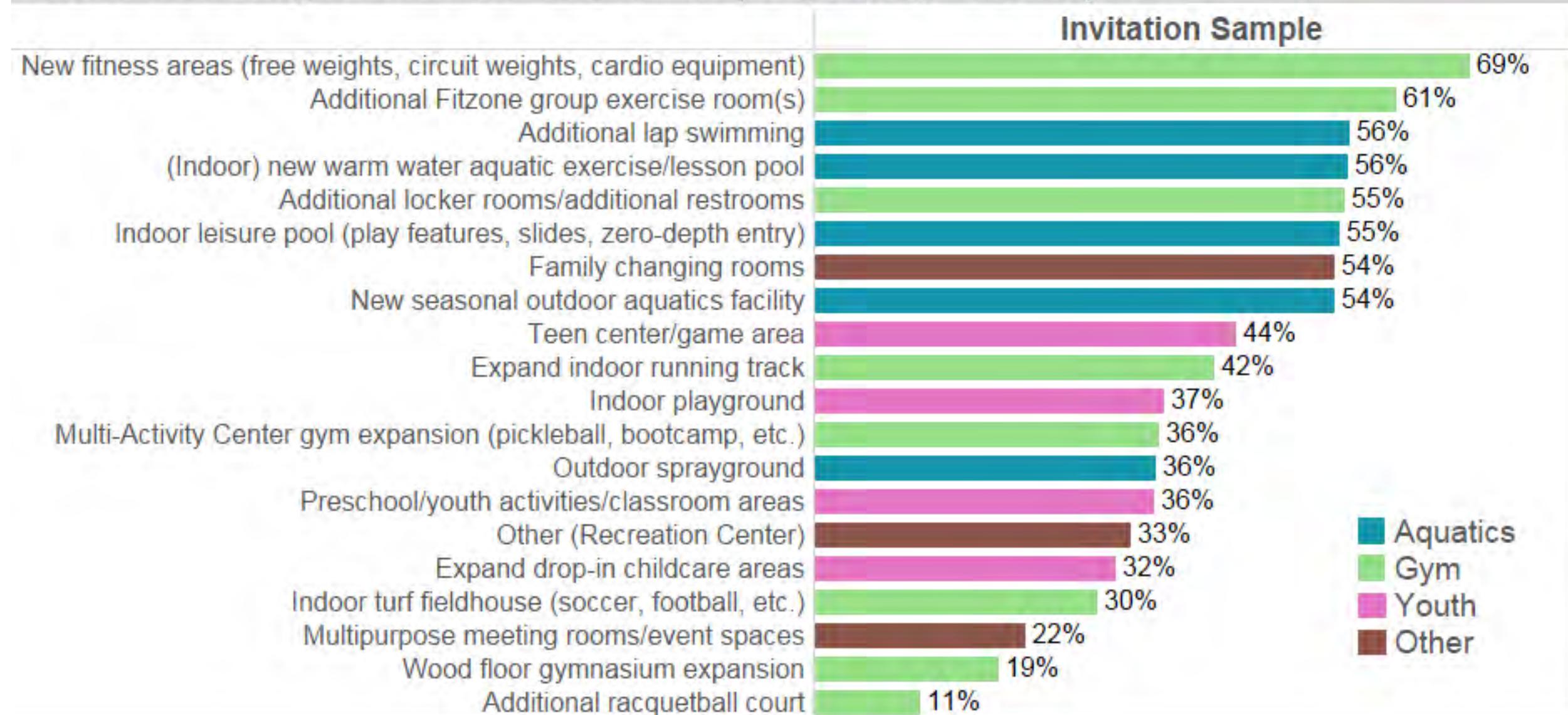
PUBLIC OUTREACH EFFORTS

Presentations to Boards and Commissions in Louisville

- Business Retention and Development
- Open Space Advisory Board
- Revitalization Commission
- Board of Adjustment
- Sustainability Advisory Board
- Cultural Council
- Golf Course Advisory Board
- Local Licensing Authority
- Historical Commission
- Parks and Public Landscape Advisory Board
- Senior Advisory Board
- Youth Advisory Board

EXCERPT FROM INTERNET SURVEY RESULTS

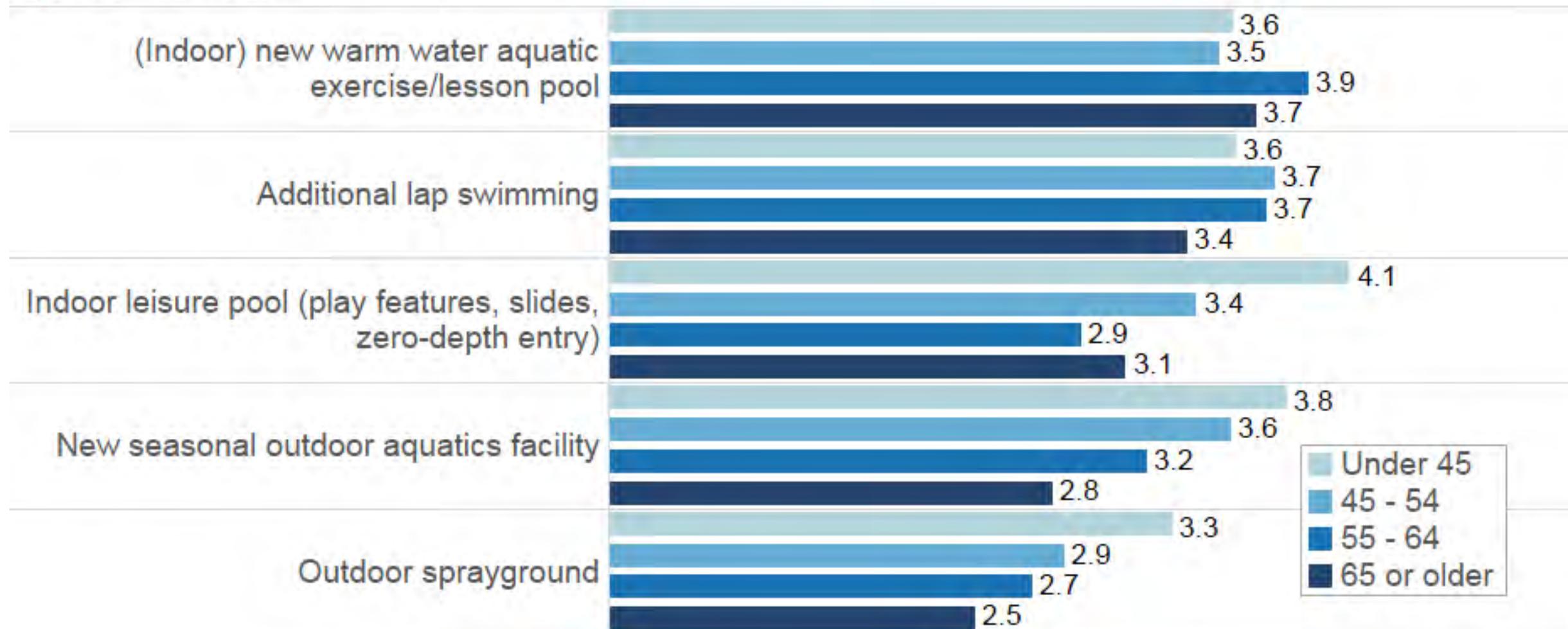
Importance of Recreation Center Facilities to the Louisville Community
 Percent Indicating Facilities are Important (Responding "4" & "5")



EXCERPT FROM INTERNET SURVEY RESULTS

Importance of Recreation Center Facilities to the Louisville Community - by Respondent Age
 (Invitation Sample Only)
 Average Rating (1=Not at all Important, 5=Very Important)

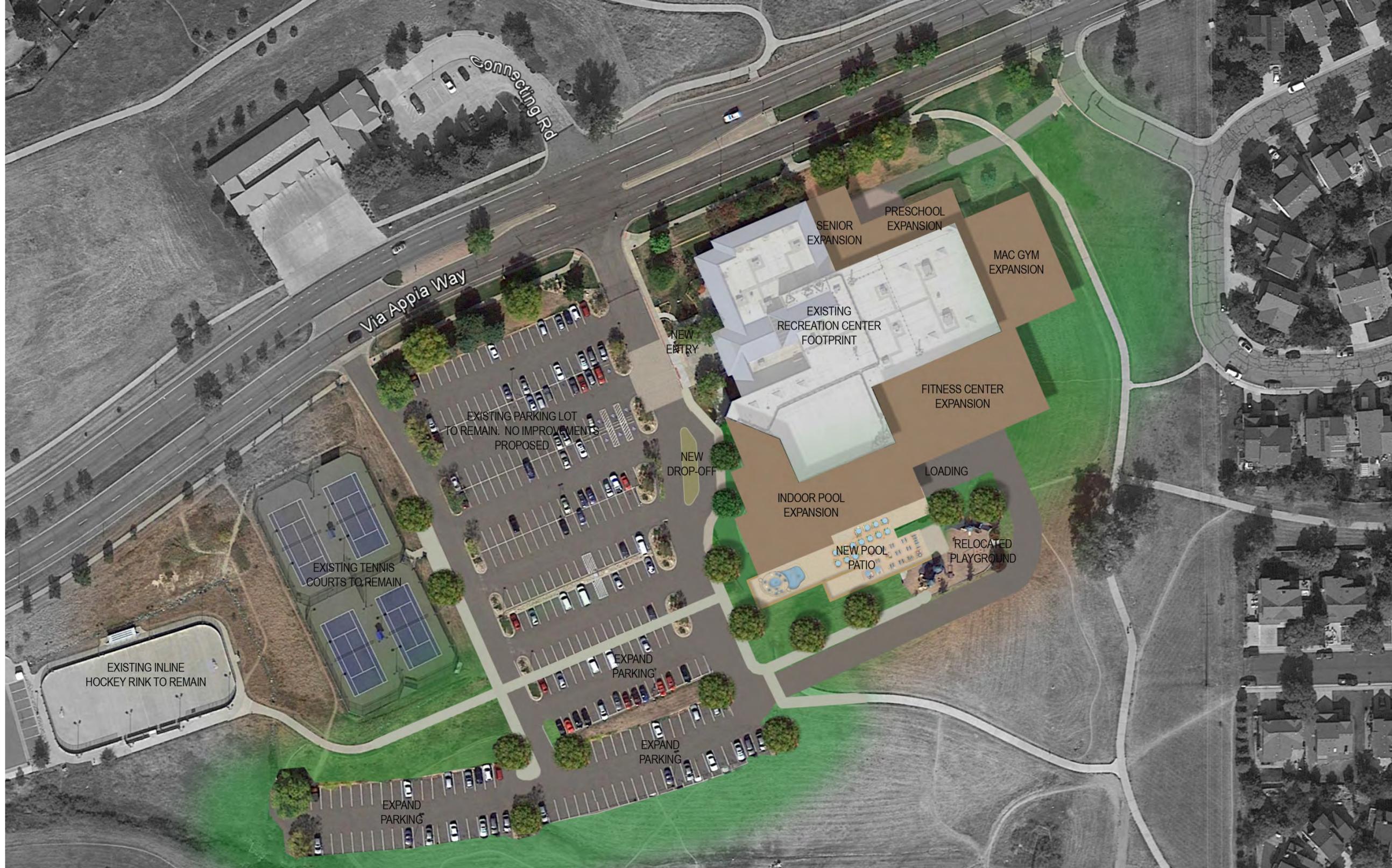
Aquatic Facilities



TASK FORCE IMPROVEMENTS RECOMMENDATION

- New Fitness Center Expansion including Cardio, Free & Machine Weights and Plyometric Zone
- New Leisure Pool with Play Features + Indoor/Outdoor Access to New Patio Space
- Generous + Unique Outdoor Patio Space near Natatorium
- Outdoor Spray ground Aquatic Play Features
- New Aqua Exercise/Lesson/Fitness Pool with 4-25m lap lanes
- Renovate Existing Lap pool, Keep Diving
- New Multi-Activity Turf Gymnasium
- Family Change Locker Rooms
- New Fitness Area Locker Rooms
- Wellness/Health Consultation Suite
- New Group Exercise Studios
- New Spinning Studio
- Pool Party Room
- Memory Square Outdoor Pool/Poolhouse Improvements
- Children + Youth - (2) Youth Activity Classrooms, Expanded Drop-In Childcare, New Indoor Playground
- Seniors - New Reception, Dedicated Lounge Area, Expanded Game Area, More Multi-Purpose Meeting Space
- New Catering Kitchen
- Expanded Administrative Offices and Support Spaces
- Deferred Maintenance Items, mechanical, electrical and systems upgrades, increased sustainability in the existing building
- 56 ▪ Highly Sustainable building, LEED Gold Equivalent

Recreation/Senior + Aquatic Center



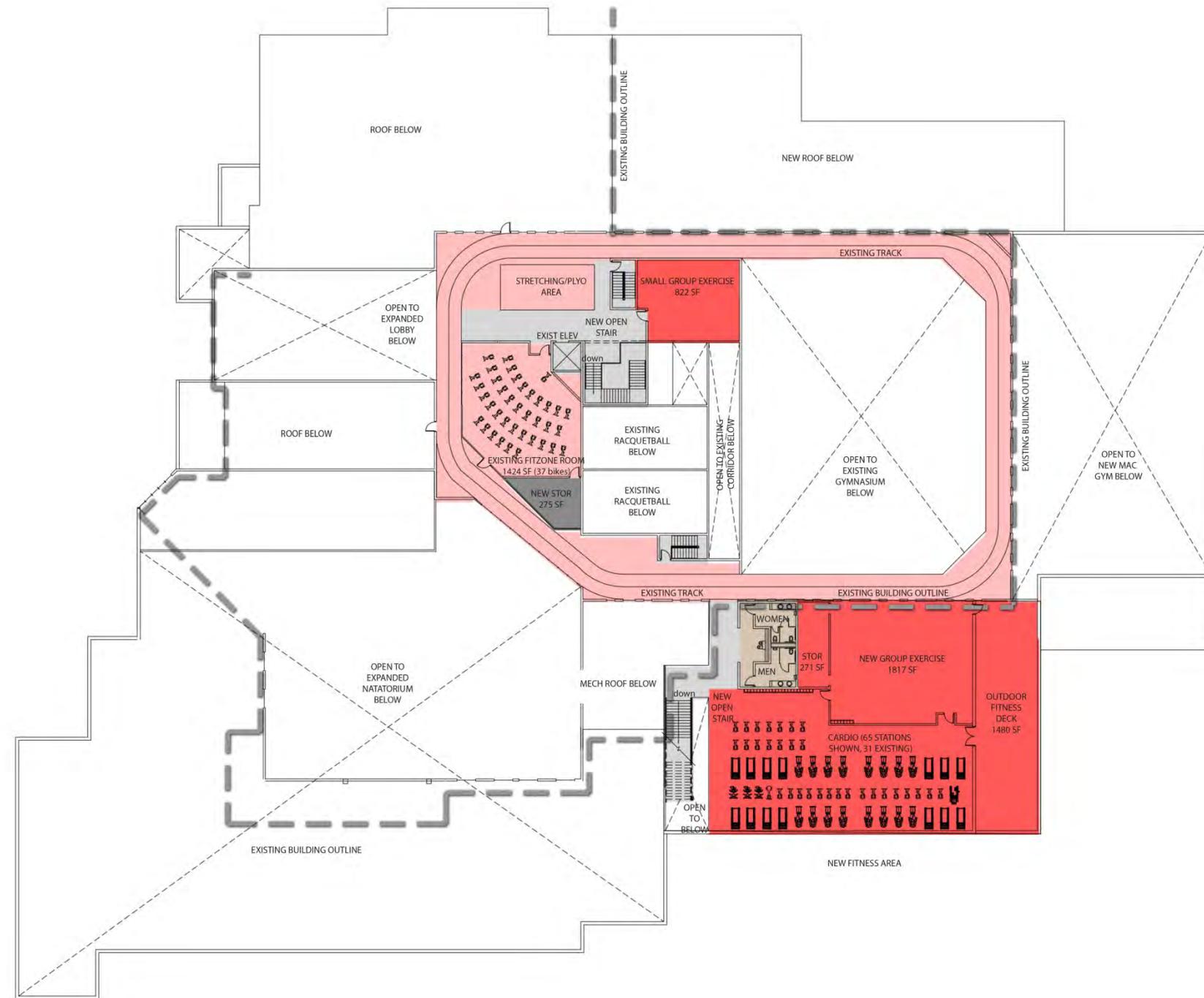
Rec/Senior/Aquatic Center Site Plan 58

Recreation/Senio 1st Floor Plan



AREA SUMMARY

1ST FLOOR = 87,140 SF
 2ND FLOOR = 16,346 SF
 TOTAL SF = 103,486 SF



Recreation/Senior Center: 2nd Floor Plan

AREA SUMMARY

1ST FLOOR = 87,140 SF

2ND FLOOR = 16,346 SF

TOTAL SF = 103,486 SF

Comparable Program Area of the Proposed Plan

Program	Current Area	Proposed Area
Fitness Center-Strength	1,670	4,700
Fitness Center-Cardio/Plyometric	1,680	5,195
Group Exercise	1,600	4,500
Gymnasium	9,230	15,245
Aquatics	11,785	24,850
Senior Areas	7,050	10,783
Youth Areas	1,920	4,975
Administration	1,391	2,890



View of Building Additions + Outdoor Patio



View of New Rec/Aquatics Center + Senior Center Entries

View of New Outdoor Patio





View of New Leisure Pool



View of New Fitness Areas



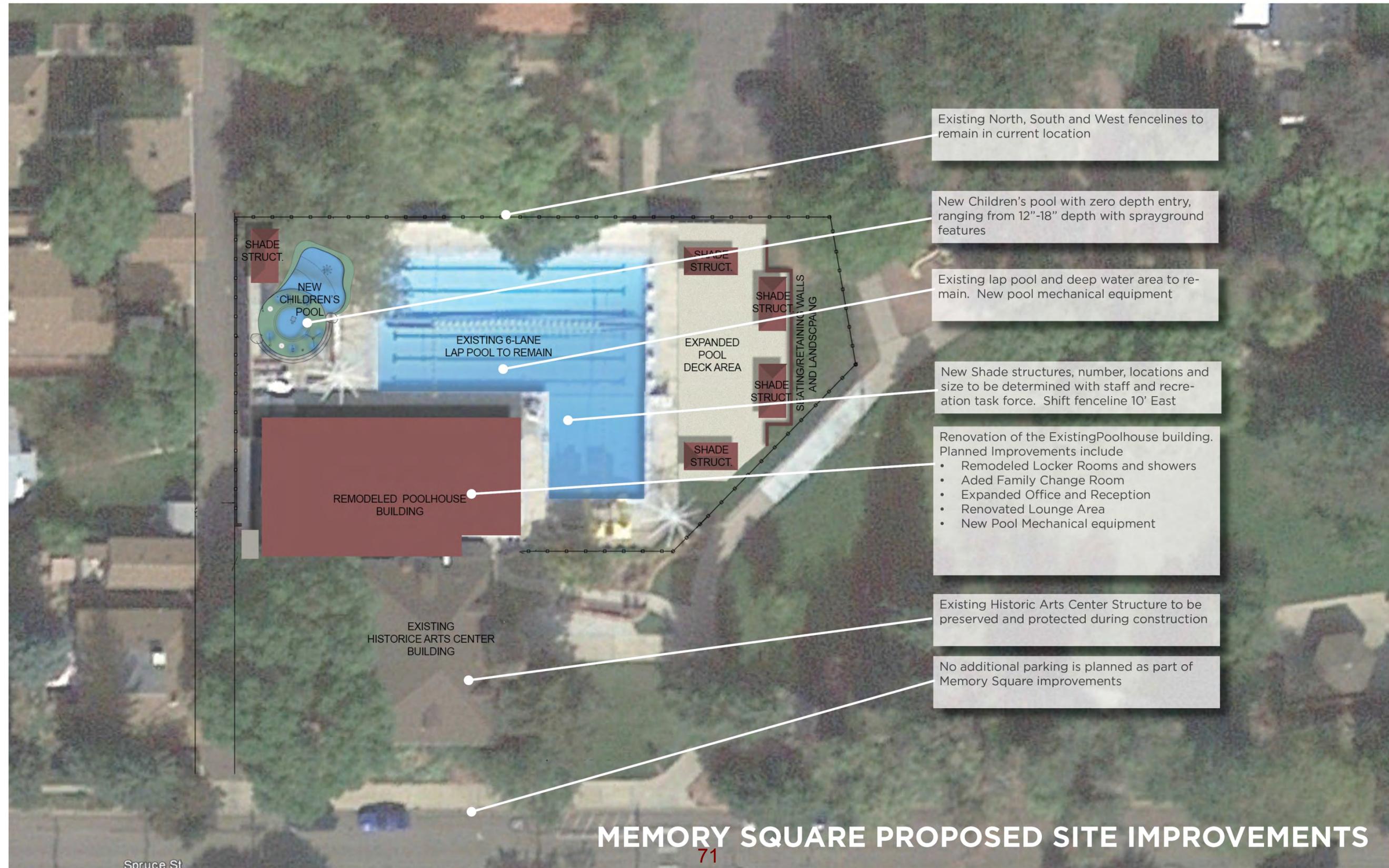
View of New Turf Activity Gym



View of the Indoor Playground



Memory Square



Existing North, South and West fencelines to remain in current location

New Children's pool with zero depth entry, ranging from 12"-18" depth with sprayground features

Existing lap pool and deep water area to remain. New pool mechanical equipment

New Shade structures, number, locations and size to be determined with staff and recreation task force. Shift fenceline 10' East

Renovation of the Existing Poolhouse building. Planned Improvements include

- Remodeled Locker Rooms and showers
- Aded Family Change Room
- Expanded Office and Reception
- Renovated Lounge Area
- New Pool Mechanical equipment

Existing Historic Arts Center Structure to be preserved and protected during construction

No additional parking is planned as part of Memory Square improvements

SHADE STRUCT.

NEW CHILDREN'S POOL

EXISTING 6-LANE LAP POOL TO REMAIN

REMODELED POOLHOUSE BUILDING

EXISTING HISTORIC ARTS CENTER BUILDING

SHADE STRUCT.

EXPANDED POOL DECK AREA

SHADE STRUCT.
SEATING/RETAINING WALLS AND LANDSCAPING
SHADE STRUCT.

SHADE STRUCT.

MEMORY SQUARE PROPOSED SITE IMPROVEMENTS



Memory Square Floor Plan



View of Memory Square Poolhouse + Cabanas

Sustainable Opportunities

Issues Specific to Recreation Facilities

Large Volume Spaces

Sporadic Uses Patterns

High Occupancy Uses

Pools and Natatoriums

Active Occupants

Expectation for a Healthy Indoor Environment



Sustainable Principles

Energy Savings and Cost Reduction
Resource Conservation
Indoor Environmental Health and Comfort
Life-Cycle Maintenance and Longevity
Expectation for a Healthy Environment



The Overall Goal is to design a building that could be certified at the LEED Gold Level

What are the Benefits of a LEED Gold (or better) Building?

- High level of Energy Performance - <than 30% savings above ASHRAE
- High level of water conservation - <40% water efficient
- Resource conservation - expect greater than 20% recycled content
- Zero VOC's or other toxins in construction materials
- Building could be designed to accommodate potential solar roof array or other renewable options in the future

What are the methods by which we achieve this standard in recreation centers?

Designing a Sustainable Building

Categorize the Sustainable Opportunities

Evaluation of Strategies

Develop the Most Appropriate Solutions

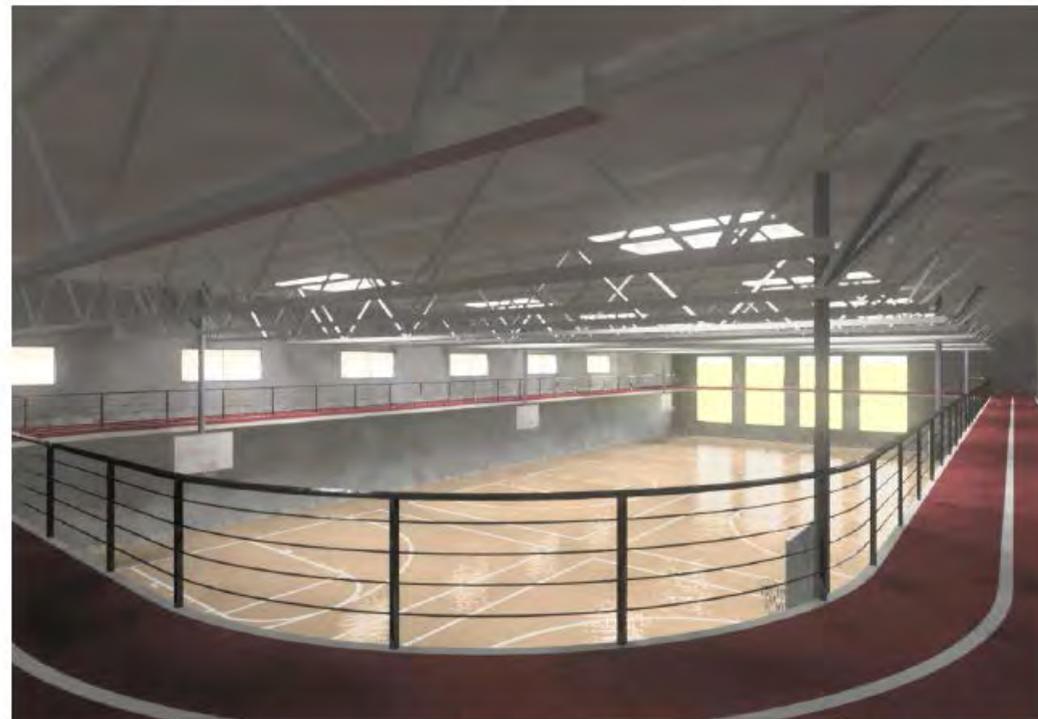
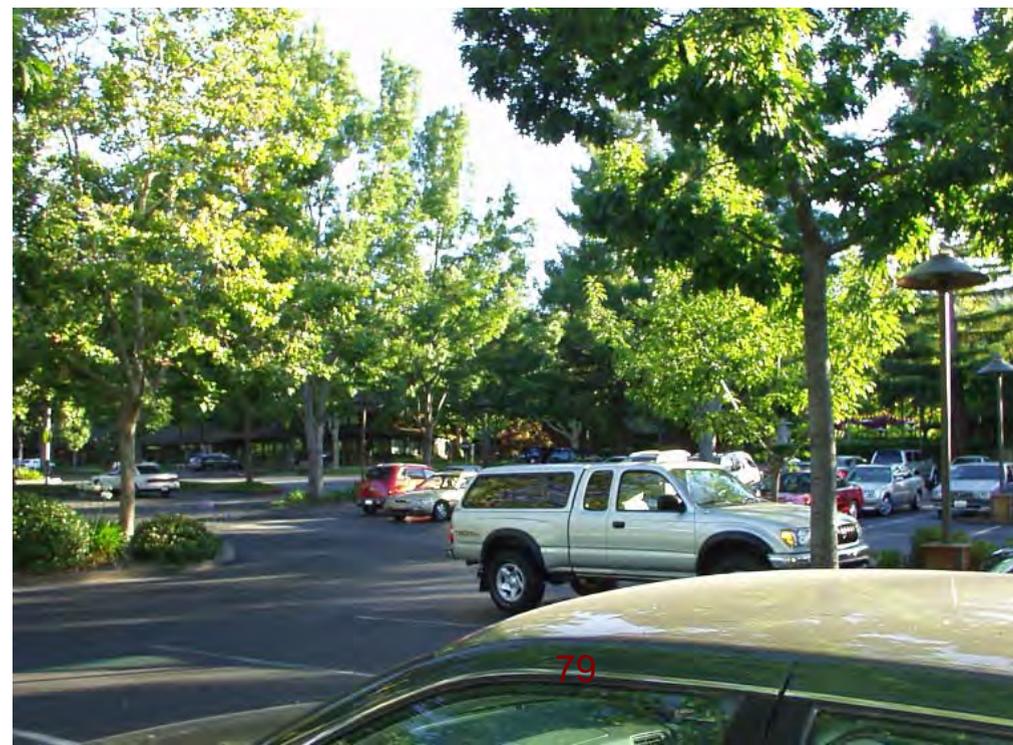


Figure 2-2: Gymnasium view from track (Baseline, Equinox 12:00 PM)



Site Design

- Protect and restore existing open space and mature landscaping
- Limit the impact of site development, minimize site disturbance footprint
- Utilize native and low water-use plantings
- Encourage multi-modal transportation with additional bike racks and trails to public transit
- Investigate natural water run-off, water quality treatment, and bio-swales in site and new parking areas
- Limit the heat island effect by shading parking and using light colored site materials



Water Conservation & Efficiency

- Utilize high-efficiency plumbing fixtures, waterless toilets and auto-sensing fixtures when appropriate
- Target the pool for water saving strategies
- High-rate regenerative Pool filters can save hundreds of thousands of gallons annually in backwashing water
- Limit additional turf areas and reduce irrigation volume
- Pool Covers save water and energy



Energy Conservation

Mechanical Efficiency

- Highly insulated building envelope and high performance low-e insulated glass for increased energy performance
- High efficiency economized mechanical for optimal energy performance.
- Consider efficiency measures including hydronic heating and cooling, direct or indirect evaporative cooling, heat recovery, destratifying fans and demand control ventilation.
- Highly controllable system with direct digital control & monitoring, variable drive fans & motors.
- Roof and Electrical System will be “solar ready” for inclusion of rooftop solar photovoltaics

Electrical Energy Efficiency

- Electrical loads and lighting represent the largest energy use of most buildings
- Incorporate High efficiency LED light fixtures throughout
- Automatic daylighting controls and occupancy sensors in sporadic use areas

Material and Resource Conservation

- Recognize that the most sustainable approach is to maintain or repurpose the existing building
- Utilize recycled content materials only if they prove to be appropriate to the use, are easily maintained and have a life-cycle longevity that ensures they will perform and avoid the landfill prematurely
- Consider every aspect of material selection, recyclability, recycled content, shipping distances, manufacturing techniques, harmful content, and longevity

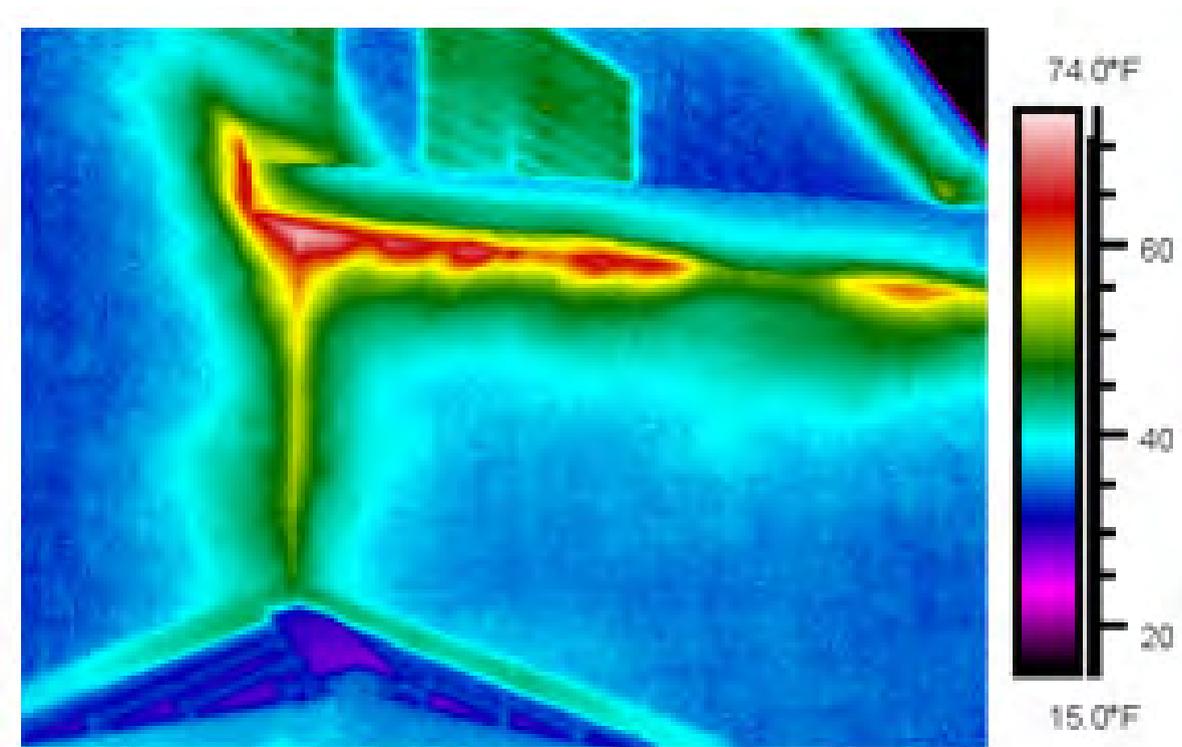


Indoor Environmental Quality

- Users in recreation buildings expect a healthy environment
- Employ 100% outside air dehumidification in the pool for better indoor air quality
- Focus on exemplary indoor air quality with minimally off-gassing materials, natural ventilation and high-rate turnover
- Provide natural daylight and views whenever appropriate
- Operable windows, when appropriate, increase the comfort of users

Existing Building Analysis

- Fundamental Systems Commissioning
- Infrared Scanning of building to detect heat loss
- Infiltration study to identify leaks in the envelope
- Analyze energy performance and usage to determine potential impacts



Cost Analysis



Cost Estimate Update

<u>Category</u>	<u>*Total Project Cost (\$)</u>
Site Construction	\$ 2,733,892
New Additions	\$20,520,773
Existing Area Renovation	\$ 3,266,438
Memory Square Improvements	\$ 1,385,395
Project Management	\$ 392,905
Subtotal of Construction Costs	\$28,299,403
Bond Issuance Costs	\$ 300,000
Project Total Cost	\$28,599,403

*Total project cost includes the following budgets:

- 20% Escalation and Design Contingency
- 7% Design and Engineering Fees
- 6% Fixtures, Furnishings and Equipment
- 2% Permits, Surveys, Reports, Testing & Inspection

Outdoor Aquatic Center

- The study estimated the cost of a stand-alone outdoor leisure/lap pool complex between \$15M-\$18M.
- Value Decision based on the large number of requested amenities within the community
- Considered the annual usage of a 3 month amenity versus a 12 month amenity
- Considered the operational impact of managing 3 aquatic sites in the City
- Memory square required significant investment for deferred maintenance and necessary improvements
- The outdoor deck proposed for the Recreation/Senior Center and outdoor spray amenity will provide additional outdoor aquatic enjoyment. The open connection to the indoor pool allows for shade, and protection from harmful rays of the sun while still enjoying a pool environment.

Operation & Management Analysis

Operational Expense and Revenue Summary

Proposed Total Expenses with Expansion	\$3,684,788
Proposed Total Revenue with Expansion	- \$2,389,990
Total Subsidy @ 65% Revenue Recovery	\$1,294,798

Current/2016 Annual Subsidy	\$ 726,179
Additional Annual Subsidy with Expansion	+ \$ 568,619*
Total Subsidy @ 65% Revenue Recovery	\$1,294,798

*Any new tax would fund the expansion subsidy only, not current operations.

Operational Expense and Revenue Detail

Revenues	Current	Expansion	Total
Recreation Administration			
Center Management (Admissions)	\$ 1,032,582	\$ 143,575	\$ 1,346,437
Fee Increase		\$170,280	\$ 170,280
Aquatics	\$ 143,510	\$ 86,680	\$ 230,190
Fitness (Group Exercise)	\$ 108,233	\$100,625	\$ 208,858
Youth	\$ 212,587		\$ 212,587
Memory Square	\$ 36,939		\$ 36,939
Youth Sports	\$ 134,594		\$ 134,594
Adult Sports	\$ 47,644		\$ 47,644
Senior Services	\$ 82,043		\$ 82,043
Senior Meal	\$ 48,000		\$ 48,000
Nite at the Rec	\$ 42,698		\$ 42,698
Total	\$ 1,888,830	\$ 501,160	\$ 2,389,990
Expenses			
Expenses (Inclusive of Personnel, Supplies, Services)	\$ 2,062,307	\$ 765,215	\$ 2,827,522
Public Works - Building Maintenance	\$ 427,702	-	\$ 427,702
Recreation/Senior Center Repair and Replacement	\$ 125,000	\$304,564	\$429,564
Total	\$ 2,615,009	\$1,069,779	\$ 3,684,788
Cost Recovery	72%	47%	65%
Total Surplus/Deficit	\$ (726,179)	\$ (568,619)	\$ (1,294,798)

Questions?



CONCEPTUAL CONSTRUCTION COST ESTIMATE				COST ESTIMATE SUMMARY			
DESCRIPTION	Site Improvements Pages 1 - 4	\$/GSF	New Additions Pages 1 - 23	\$/GSF	Remodel of Existing Pages 1 - 13	\$/GSF	COMBINED TOTAL
DIRECT COSTS							
Division 01 - General Requirements	\$51,800	\$0.14	\$133,628	\$3.00	\$72,164	\$1.48	\$257,592
Division 02 - Existing Conditions	\$0		\$169,208	\$3.80	\$136,917	\$2.81	306,125
Division 03 - Concrete & Poured Gypsum	103,710	\$0.29	\$1,044,694	\$23.46	\$27,911	\$0.57	1,176,316
Division 04 - Masonry	-	\$0.00	\$2,067,877	\$46.44	233,824	\$4.80	2,301,700
Division 05 - Metals	\$20,000	\$0.06	\$1,830,271	\$41.10	211,925	\$4.35	2,062,195
Division 06 - Wood, Plastics & Composites	-	\$0.00	\$237,740	\$5.34	49,311	\$1.01	287,051
Division 07 - Thermal & Moisture Protection	10,000	\$0.03	\$780,059	\$17.52	64,819	\$1.33	854,878
Division 08 - Openings	-	\$0.00	\$423,920	\$9.52	44,355	\$0.91	468,275
Division 09 - Finishes	-	\$0.00	\$730,025	\$16.40	360,117	\$7.38	1,090,142
Division 10 - Specialties	3,000	\$0.01	\$76,445	\$1.72	\$60,570	\$1.24	140,015
Division 11 - Equipment	200,000	\$0.56	\$120,056	\$2.70	\$0	\$0.00	320,056
Division 12 - Furnishings	-	\$0.00	\$10,823	\$0.24	-	\$0.00	10,823
Division 13 - Special Construction	-	\$0.00	\$3,080,720	\$69.19	\$50,000	\$1.03	3,130,720
Division 21 - Fire Suppression	-	\$0.00	\$168,304	\$3.78	41,906	\$0.86	210,210
Division 22 - Plumbing	-	\$0.00	\$339,598	\$7.63	\$80,714	\$1.66	420,312
Division 23 - HVAC	-	\$0.00	\$1,180,249	\$26.51	\$254,117	\$5.21	1,434,366
Division 26 - Electrical	53,000	\$0.15	\$529,364	\$11.89	174,322	\$3.57	756,686
Division 27 - Tele / Data Systems	-	\$0.00	\$120,922	\$2.72	\$65,831	\$1.35	186,754
Division 28 - Electronic & Safety Systems	-	\$0.00	\$213,730	\$4.80	\$73,146	\$1.50	286,876
Division 31 - Earthwork	423,313	\$1.18	\$334,465	\$7.51	\$5,000	\$0.10	762,777
Division 32 - Exterior Improvements	1,231,200	\$3.42	\$778,715	\$17.49	-	\$0.00	2,009,915
Division 33 - Utilities	145,100	\$0.40	-	\$0.00	-	\$0.00	145,100
Subtotal - Direct Costs	\$2,241,123	\$6.23	\$14,370,812	\$322.74	\$2,006,949	\$41.16	\$18,618,883
INDIRECT COSTS							
- Estimated General Conditions	\$155,191	\$0.43	\$995,132	\$22.35	\$138,975	\$2.85	\$1,289,298
- City, County & State Taxes	Exempt	-	Exempt	-	Exempt	-	Exempt
- Building Permit & Plan Check Fee	By Owner	-	By Owner	-	By Owner	-	By Owner
- Builders Risk Insurance (0.2%)	5,603	\$0.02	35,927	-	5,017	-	46,547
- Umbrella & General Liability Insurance (1.0%)	28,014	\$0.08	179,635	-	25,087	-	232,736
- Furniture, Fixtures & Equipment (FF&E)	By Owner	-	By Owner	-	By Owner	-	By Owner
- Performance & Payment Bond - (0.75%)	21,011	\$0.06	134,726	65.40	18,815	\$0.39	174,552
Subtotal	\$209,818	\$0.58	\$1,345,421	\$87.75	\$187,894	\$3.24	\$1,743,133
TOTAL DIRECT & INDIRECT COSTS	\$2,450,940	\$6.81	\$15,716,233	\$352.96	\$2,194,843	\$45.01	\$20,362,016
- Design / Construction Contingency (incl in soft costs)	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0
Subtotal	\$2,450,940	\$6.81	\$15,716,233	\$352.96	\$2,194,843	\$45.01	\$20,362,016
- GC Overhead & Profit - 4.00%	\$98,038	\$0.27	\$628,649	\$14.12	\$87,794	\$1.80	\$814,481
- Preconstruction Services Fee - 0.25%	\$6,127	\$0.02	\$39,291	\$0.88	\$5,487	\$0.11	\$50,905
TOTAL ESTIMATED CONSTRUCTION COST	\$2,555,105	\$7.10	\$16,384,172	\$367.96	\$2,288,124	\$46.92	\$21,227,402
Areas of Construction	360,000	SF	44,527	SF	48,764	SF	\$227.54

CONCEPTUAL CONSTRUCTION COST ESTIMATE				COST ESTIMATE SUMMARY			
DESCRIPTION	Site Improvements Pages 1 - 4	\$/GSF	New Additions Pages 1 - 23	\$/GSF	Remodel of Existing Pages 1 - 13	\$/GSF	COMBINED TOTAL
<p><u>EXCLUSIONS</u></p> <ul style="list-style-type: none"> - Architect & Engineering or Other Consultant Fees - Testing / Asbestos or Hazardous Materials Mitigation - Field Inspections and Quality Control Testing - Permits, Fees, and Approvals - Off-Site Improvements or Main Extensions - Water, Sewer, and Storm Tap and Development Fees - Electrical, Natural Gas, and Telephone, Cable TV, and Fiber Optic Services to the Building - Remodeling of Rooms Labeled "Existing" - Furring of Existing Walls in Unremodeled Rooms - Reroofing of the Existing Structure - Repair or Upgrades of Existing MEP Systems - Relocation and Reinstallation of Existing Furniture - Furniture, Fixtures & Equipment (FF&E) - Owner Contingency 				<p><u>ASSUMPTIONS</u></p> <ul style="list-style-type: none"> - The duration of construction will vary depending upon the phasing required by Owner operations. The General Conditions in this estimate are based on an assumed 14 month construction duration for the entire project, including asbestos (if any) abatement that may be required. - Due to the nature of the work required, it will be necessary to close the existing indoor pool for several months while the new pool addition and Family Change locker rooms are constructed. Other areas in the existing facility will need to be closed for a few weeks when each area is renovated. - It will be necessary to close several exterior exit doors during construction. This estimate assumes the east exit of the corridor between the multi-purpose rooms, and the two east exit doors of the gymnasium can all be closed simultaneously. A temporary exit corridor through the construction area is included for the doors in the existing south wall by the gymnasium. - All new roof structures are assumed to be flat with no new mansards, etc. - Aquatics Construction Pricing Provided by the Pool Designer. - See the body of the estimate for assumptions / inclusions / exclusions - Items marked by "Allowance" were non-quantifiable - Due to the level of design, this SD Estimate has an accuracy range of approximately +/-10% 			
Subtotal Direct Construction	\$2,555,105		\$16,384,172		\$2,288,124		\$21,227,402
Reduction for not rebuilding Memory Square Clubhouse							
Remove Running track reconstruction					(600,000)		
Reduce Fitness Addition to 9000sf			(364,800)				
Reduce Pool Natatorium by 1000sf			(418,800)				
Reduce Pool design			(400,000)				
Reduce Site Construction	(530,000.00)						
Add for existing building finish upgrades (\$15/sf)					731,460		
Total Direct Construction After Modifications	\$2,025,105		\$15,200,572		\$2,419,584		\$392,905
Add for Project Management (2.5%)							\$26,521,103
Multiplier for Soft Costs (35%) incl 20% contingency	\$2,733,892		\$20,520,773		\$3,266,438		\$26,914,008
Total Cost of Recreation & Senior Center Improvements	\$2,733,892		\$20,520,773		\$3,266,438		\$1,385,395
Total Cost of Memory Square Improvements							
Total Project Cost	\$2,733,892		\$20,520,773		\$3,266,438		\$28,299,403



CITY OF LOUISVILLE, COLORADO

**Recreation / Senior Center Expansion
Feasibility Study Operational Analysis**

Final Report
JULY 12, 2016



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I. INTRODUCTION

A. Study Purpose

The City of Louisville has undertaken a study to consider and examine the feasibility of expanding the existing Recreation/ Senior Center built in 1990. The current facility has accommodated growth fairly well, however spaces have become over utilized for some particular activities, such as fitness programming, and further demand has grown for other activities, such as aquatics. As such, the purpose of this study is to:

- Collect and analyze demographic data as it relates to the demand for expanded recreation facilities.
- Complete an analysis of local and area market conditions impacting both public and private recreation and leisure facilities.
- Collect, update, and analyze data relating to citizen and community needs and preferences.
- Assess what amenities and programming would be most logical to provide in expanded recreation facilities.
- Outline additional operations associated with facility expansion.
- Develop a preliminary report outlining available opportunities for alternative funding including community resources, ballot issues, grants and gifts, and public/private partnerships.

This integrates with the department's Mission:

The City of Louisville Division of Recreation and Senior Services oversees the programs and operations of the Recreation & Senior Center. The Mission is to provide recreational activities and leisure services that contribute to the physical, mental, and social well-being of the citizens.

B. Current Amenities

The current facility is 57,400 square feet and includes the following amenities within the building:

- 6 lane, 25 meter pool with diving well
- 160 foot water slide with adventure splash down pool
- Solarium and sun deck
- Sauna
- Hot tub
- Steam room
- Two free-weight rooms
- Gymnasium
- Racquetball and Walleyball courts
- Senior Center
- Indoor track (1/10 mile)
- Locker rooms
- Kid's Corner babysitting
- Fitness studio
- Multi-purpose rooms

The initial phase of this study began in late 2015 with a kick off meeting in November including staff and members of the Task Force. Engaging the public included two open houses; a summary of those open houses follows.

II. COMMUNITY ENGAGEMENT

The first open house was held on December 2, 2015 at the Louisville Recreation & Senior Center with a focus on aquatic needs/programming. Approximately 65 people attended. The second open house was held on December 9, 2015 and was attended by approximately 128 people. General results from the community input included:

Outdoor Aquatic Facilities

- General updates and renovation
- Outdoor pool
 - ◆ Olympic size
 - ◆ Heated water
 - ◆ More lap lanes
 - ◆ Extended hours
 - ◆ Diving boards and slides
- Family area with shaded areas
- Kiddie Pool with area for lessons
- Hot tub
- Outdoor workout space

Additional Gymnasium / Indoor Space

- Separate room for stationary bikes / spin classes
- Work out area on first floor
- Better sound mitigation
- Indoor track for competitive use
- Designated stretching area
- Indoor archery
- More tennis, racquetball and pickleball courts

Additional Weight Room & Cardio Fitness Space

- More classroom spaces
 - ◆ Separate room for stationary bikes / spinning (most requested)
 - ◆ Aerobics / Dance / Zumba
 - ◆ Yoga / Tai Chi / Barre (quiet and w/ dimmable lights)
- Weight room
 - ◆ More space
 - ◆ More free weights and hand weights
 - ◆ Need space for a second weight rack
 - ◆ More squat racks
- Cardio / Fitness
 - ◆ More functional space
 - ◆ More equipment/machines for peak hours, especially treadmills
 - ◆ Add step master, rowing machines, punching bags

Senior Center Additions and Improvements

- Keep senior center at rec center
- Separate locker rooms and bathrooms for seniors only
- Larger lounge / gathering space
- More “Seniors Only” spaces to accommodate:
 - ◆ Tai Chi, yoga, Zumba
 - ◆ Drop-in practice
 - ◆ Silver Sneakers
 - ◆ Need at least 2 more rooms for year-round use
- Enlarge and update kitchen / cafeteria
- Larger library with more computers
- More space for pool tables, snooker tables and bridge
- Upgrade furniture, finishes
- More senior day trips

B. Random Statistical Survey

RCC conducted a survey of Louisville residents. The results of this survey are in a separate document and were used to inform the assumptions in this analysis.

III. NEEDS ASSESSMENT

A. Demographic Profile and Trends

Demographic Analysis

Understanding community demographics and needs is an important component of master planning for Louisville Recreation & Senior Center expansion. Summary demographics for Louisville are shown in **Table 1**. The population data used in this demographic profile comes from Esri Business Information Solutions, based on the 2000 and 2010 U.S. Census data.

Table 1: Summary Demographics for Louisville – 2015

Summary Demographics	
Population	19,662
Number of Households	8,156
Avg. Household Size	2.4
Median Age	42
Median Household Income	\$88,418

The gender distribution in 2015 is 49% male to 51% female. The median age estimated for Louisville by Esri in 2015 was 42. When broken down by race/ethnicity by the U.S. Census in 2010, the median age for the Asian population was 36.9, Caucasian population—41.9, African American population—32.8, and Hispanic population—28.9.

Population Projections

Although future population growth cannot be predicted with certainty, it is helpful to make growth projections for planning purposes. **Table 2** contains actual population figures based on the 2000 and

2010 U.S. Census for Louisville, as well as a population estimate for 2015 and projection for 2020. The city’s annual growth rate from 2000 through 2010 was -0.44%. Esri’s projected growth rate for 2015 through 2020 is 1.23% for Louisville, compared to the projected 2015 – 2020 annual growth rate for the state of Colorado at 1.29%. As a land locked community, growth will not be experienced through annexation and subdivision expansion, but rather infill, which is limited.

Table 2: Louisville Population Projections and Growth, 2000—2020

US Census (2000 and 2010) and Esri Projections	
2000 Population	19,203
2010 Population	18,376
2015 Estimated	19,662
2020 Projected	20,901

Source: 2010 U.S. Census; 2015 estimates and 2020 forecast provided by Esri Business Information Solutions.

Population Age Distribution

The age demographics have undergone a number of changes in Louisville from 2010 to 2015 with these trends predicted to continue through 2020. The percentage of Louisville residents in the 65-74 age cohort is expected to increase from 2010 to 2020 by 5.9%, making up 11% of the total population. The only other age cohorts expected to increase in population by 2020 is the 25-34 group (by 0.7% from 2010) and the 75-84 age group (by 0.6% from 2010). All other age cohorts are expected to decrease in numbers, the most significant change occurring in the 45-54 age range, who made up 19.7% of the population in 2010, down 4.5% in 2020. Although age shifts are projected to be slight, the facility design upon which these operations and maintenance figures are based, is considered to be flexible in regard to demographic shifts and resultant changing needs in the future.

B. Relevant Trends

Demographic Trends Influencing Recreation Programming

a. Boomer Basics

Baby boomers are defined as individuals born between 1946 and 1964, as stated in “Leisure Programming for Baby Boomers.”¹ They are a generation that consists of nearly 76 million Americans. As baby boomers enter retirement, they will be looking for opportunities in fitness, sports, outdoors, arts and cultural events, and other activities that suit their lifestyles. Emilyn Sheffield, Professor of Recreation and Parks Management at the California State University, at Chico, in the NPRA July 2012 *Parks and Recreation* magazine article titled “Five Trends Shaping Tomorrow Today,” indicated that Baby Boomers are driving the aging of America, with boomers and seniors over 65 composing about 39% of the nation’s population².

b. The Millennial Generation

Over 80 million people between the ages of 15 and 35 now belong to the Millennial Generation, the largest of any generation group.³ This group is highly diverse, with 42% of American Millennials

¹ Linda Cochran, Anne Roshchadl, and Jodi Rudick, “Leisure Programming For Baby Boomers,” *Human Kinetics*, 2009.

² Emilyn Sheffield, “Five Trends Shaping Tomorrow Today,” *Parks and Recreation*, July 2012, p. 16-17.

³ The Colorado College State of the Rockies Project. MILLENNIALS IN THE WEST. A Survey of the Attitudes of Voters in Six Western States, 2015.

identifying as a race or ethnicity other than “non-Hispanic white,” as opposed to the 28% of Baby Boomers that identify as Non-Caucasian⁴.

Growing up between the late 1980s and 1990s, Millennials were surrounded by rapidly changing technology. Eighty-one percent of Millennials now participate on social networking sites, utilizing these sites to meet new friends, find communities of similar-minded people, and support the causes that they believe in.⁵

Community is essential to Millennials; urban hubs are sought out for their ample place-making activities, public spaces, festivals, public art, education opportunities, and transportation options. Connectivity is extremely important to Millennials, who are using alternative modes of transportation more than any other generation. By utilizing trails to connect key places, recreation departments can help make Millennials feel more connected to their city.

Youth

Emily Sheffield, author of the article, “Five Trends Shaping Tomorrow Today,” identified that one of the five trends shaping the future is the proportion of youth is smaller than in the past, however just as important. As of the 2010 Census, the age group under age 18 forms about a quarter of the U.S. population.

Programming

One of the most common concerns in the recreation industry is creating innovative programming to draw participants into facilities and services. Once in, participants recognize that the benefits are endless. According to *Recreation Management’s* 2015 State of the Industry Report,⁶ the most common programs offered by parks and recreation survey respondents include:

- Holiday events and other special events (79.6%)
- Youth sports teams (68.9%)
- Day camps and summer camps (64.2%)
- Educational programs (63.8%)
- Adult sports teams (63.4%)
- Arts and crafts (61.6%)
- Programs for active older adults (56.2%)
- Fitness programs (55%)
- Sports tournaments and races (55%)
- Sport training such as golf or tennis instruction (53.8%)

Another yearly survey by the American College of Sports Medicine indicates the top 20 fitness trends.⁷ The survey ranks senior fitness programs eighth among most popular fitness trends for 2015. Whether

⁴ Samantha Raphelson, “Amid the Stereotypes, Some Facts About Millennials,” National Public Radio, <http://www.npr.org/2014/11/18/354196302/amid-the-stereotypes-some-facts-about-millennials>

⁵The Council of Economic Advisers. 15 ECONOMIC FACTS ABOUT MILLENNIALS. Executive Office of the President of the United States. 2014.

⁶ Emily Tipping, “2015 State of the Industry Report, Trends in Parks and Recreation,” *Recreation Management*, June 2015.

⁷ “Survey Predicts Top 20 Fitness Trends for 2015”, American College of Sports Medicine, <http://www.acsm.org/about-acsm/media-room/news-releases/2014/10/24/survey-predicts-top-20-fitness-trends-for-2015>, accessed January 2015.

it's SilverSneakers, a freestyle low-impact cardio class, or water aerobics, more and more people are realizing the many benefits of staying active throughout life. According to the National Sporting Goods Association, popular senior programming trends also include hiking, birding, and swimming.

III. MARKET CONDITIONS ANALYSIS

Target Market and Current Use

The City of Louisville's target market for this facility renovation/expansion is residents of Louisville and employees of businesses located in Louisville.

Admissions

Total visits of paying users to the existing facility through admission fees in 2015 was 286,966.

- 195,420 visits using annual and monthly passes, with 91% being residents of the city and 9% non-residents.
- 71,691 visits using punch cards, resident use is a smaller percentage at 76% for *20 punch cards* and 62% for *10 punch cards*.
- 19,855 were daily admissions. Daily admission was the same for Resident and Non-Residents from 2006-2015. In January of 2016 Non-Resident daily admission fees were increased to match the increase of fees for Non-Resident punchcards.

Programs

Participation in programs (requires pre-registration in most cases) city-wide is 83% residents with 17% non-resident. Over 25,000 adults and youth enroll in these programs year round. Louisville currently offers a broad spectrum of programs for various ages and interests:

- Special events
- Aquatics – multiple lesson levels including adult
- Water aerobics
- Diverse senior programs
- Diverse youth programs
- Youth athletics
- Adult athletics
- Group fitness classes
- Specialized fitness classes
- Summer camp

In forecasting program revenue potential, these current programs and participation, along with the potential to grow with additional dedicated space, are considered.

Market Conditions

Other general market conditions supporting development of additional public facilities include:

- Trends toward more active adult and multigenerational use; programs for that use are available more likely at public facilities.
- General sales tax revenues will continue providing funds to construct and operate facilities that respond to growth pressure.

- Gender, age, and income demographics in the region support the need for more and varying facilities. Consumer demand is for “state of the art” facilities.

Comparisons with Similar Facilities in Other Communities

The project study included comparing similar facilities in the northwest Metropolitan Denver area, Boulder and northern Colorado. The purpose of this comparative analysis is to give the City a better understanding of the types of community centers that exist in the region and how they operate.

In order to get a complete picture of the options for potential components, there must be an understanding of what the regional market will bear for fees and charges, the amount of funding it takes to operate and maintain similar facilities, and the costs to staff a facility. For this comparison, other park and recreation agencies were contacted in the fall of 2015 to provide specific full year information for recreation centers that would be similar to an expanded Louisville facility; Louisville staff and comparison agencies provided and primarily utilized 2014 data. Included in **Table 3** are Broomfield, Lafayette, Erie, Golden, Longmont for comparison. In looking at even higher admission rates, Aspen’s daily admissions are likely to be the highest in the state at \$18.25 for adults and \$16.25 for youth. GreenPlay is not aware of any agencies using daily admissions to cover 100% of expenses, including debt service. In considering the Financial Policy of Louisville, such an exercise would entail spreading the expense over every individual that enters the facility for any use (admission or program) and to a lesser degree youth and seniors. This would likely produce an admission rate that exceeds the daily admission shared for Aspen.

The comparison data listed is for the purpose of providing an overview of budget and operational performance of similar (and un-similar) facilities in the general area. This data is not intended to suggest a particular approach, but rather to give an indication of how diverse facilities are in their performance. **Table 3** indicates the difficulty in attempting to compare Louisville with other agencies, many of which have different operating philosophies, expectations, building components, and budget methods. Utilities may be handled in different ways, such as not showing an expense for water, and as indicated with Longmont and Louisville, other intra-departmental support services may not be reported as well.

The community recreation centers that were studied for this analysis range in size from 48,000 square feet to 85,000 square feet. Common amenities in these centers include leisure pools, multi-purpose rooms, gymnasiums, group fitness areas, weight/cardio rooms, walk/jog tracks, climbing facilities, and childcare rooms. A few less common and unique amenities include competitive swim pool, dedicated senior areas, and racquetball.

It should be noted that both revenues and expenses are driven by a wide range of programs, building design, and general philosophy of budgeting. For example, in some cases subsidy support from other departments is not included. Each facility was studied in regards to revenue gained from daily admissions, passes, and programming. Revenues are generally a more reliable comparable than expenditures. Each facility was studied in regards to expenses for operating the facility (including staffing, utilities, and operations, where reported).

An analysis of the ratio of revenue to expenses illustrates that the reported subsidy of these facilities varies greatly. Care should be taken with using this information without a thorough understanding of the discrepancies in the comparability.

Table 3: 2014 Annual Self-Reported Data from Comparable Facilities

ITEM	Louisville	Broomfield/Derda	Lafayette	Erie	Golden	Longmont
Notes of significance		One of two centers				
Population of Community	19,662	55,889	24,453	18,135	18,867	86,270
Size (Sq Ft)	57,400	85,000	48,372	64,000	71,483	63,500
Original Construction Date	1990	2003	1990	2007	1994	2002
Estimated Annual Attendance	268,603	456,122	179,579	193,500	225,752	459,434
REVENUES						
Total facility revenues	\$ 1,855,931	\$2,072,618	\$1,826,000	\$1,935,126	\$1,734,078	\$1,792,667
Rev/sqft	\$32.42	\$24.38	\$37.75	\$30.24	\$24.26	\$28.23
Revenue Sources from admissions	\$902,507	\$2,330,647			\$494,878	
Drop In/Daily Fees	\$84,456	\$343,566			\$251,090	\$407,471
Passes and Punch Cards	\$818,051	\$1,987,081			\$243,788	\$1,194,807
EXPENDITURES						
Total facility expenditures	\$2,419,686	\$2,152,921	\$2,267,000	\$2,849,044	\$2,196,301	\$1,228,588
Exp/sqft	\$31.29	\$25.33	\$46.87	\$44.52	\$30.72	\$19.35
Staff Costs	\$1,204,560	\$1,195,000	\$1,299,385	\$2,057,892	\$2,035,000	\$948,735
FT Staff Cost w benefits	\$710,825	\$368,000	\$391,000	\$1,037,634	\$560,000	\$295,620
PT Staff Cost w benefits	\$493,735	\$827,000	\$908,385	\$1,020,258	\$1,475,000	\$653,115
Total Annual Utility Expenses	\$134,669	\$339,482	\$178,409	\$257,834	\$486,370	\$169,911
Gas	\$40,271	\$87,369		\$48,355	\$196,440	
Electric	\$91,598	\$213,080		\$171,767	\$200,349	
Water		\$35,433		\$13,746	\$21,000	
Sewer		WS combo		bill w/ water	W/WW combined	
Phone and Internet	\$2,800	\$3,600	\$6,000	\$23,966	\$68,580	
Capital (not included in expense)				\$87,210	\$25,000	

**All expenses are not reported for each agency. For example: Longmont expenses do not include custodial and maintenance expenses. These functions are performed by separate city departments and not charged to Parks/Recreation budget. Those expenses were not provided.*

New Facility Development Activity

In the process of collecting comparative data, the project team also identified new facility development activity going on in the region. The Town of Windsor recently broke ground on a major expansion of its existing center; planned completion is scheduled for September 2016. New recreation and aquatics facilities are also being considered by the cities of Commerce City, Lafayette, Longmont, Loveland and Thornton, as well as the Carbon Valley Recreation District, if funding can be secured. In all cases, the agencies involved are expecting new recreation facilities to contribute to the growth and livability of their communities.

Advertising

The Recreation and Senior Services catalog is published three times per year and features all classes. The Recreation & Senior Services division engages social media, specifically Facebook. The Louisville website provides information and direct links for on line registration.

IV. FINANCIAL ANALYSIS

A. Facility Concepts

All pro-forma assumptions were created utilizing projected square foot allotments provided by Sink Combs Dethlefs, as a building program has, and continues to evolve. At this time, approximately 50,000 square feet are anticipated being added to the 57,400 square feet of the existing building for a total of approximately 107,400 square feet.

B. Assumptions

The operational budget planning for the expansion of the Louisville Recreation/Senior Center uses a conservative approach to estimating expenses and projecting additional revenues, based on an understanding of the conceptual project, the best available market area information, and integrating with current practices. Existing revenues and expenditures are considered along with the projected operations of expanded fitness and aquatics.

While an initial budget provides a baseline, it is anticipated that revenues during the first few years of operation with an expanded facility may exceed these projections for several reasons.

- Leading up to and during the first year of operation, marketing and promotion efforts and costs will be elevated to attract an expanded population.
- Particularly in years one and two, the facility interest and therefore attendance/participation will likely be higher than in subsequent years when the “newness” of the expanded spaces declines.

All figures are estimated 2016 dollars and estimate probable costs and revenues. There is no guarantee that the estimates and projections will be met, and there are many variables that cannot be accurately determined during this conceptual planning stage, or may be subject to change during the actual design and implementation process.

Hours of Operation

The following indicates current hours of operation; these are assumed to remain the same. This schedule can be revised to accommodate various demands. However, it is important to note that facility revenues and expenditures are based on these hours shown in Table 4 below. Staffing at the pool is based on pool operating hours on Sundays.

Table 4: Center Hours of Operations

Days of Week	Times	Hours per week
Monday – Thursday	5:45am to 9:00pm	61
Friday	5:45am to 7:00pm	13.25
Saturday	7:00am to 6:00pm	11
Sunday	8:00am to 6:00pm	10
Sunday Pool	10:00am to 5:45pm	
Total Hours/Week		95.25

It is assumed that the facility will operate 351 days per year, with the facility being closed for seven holidays during the year including New Year’s Day, Easter, Memorial Day, Fourth of July, Labor Day, Thanksgiving, and Christmas Day. An annual shutdown period for maintenance is also expected that typically ranges from 7-10 days.

Rentals of party/activity rooms, swimming pool, classrooms, and the entire facility may extend beyond normal hours of operation and typically include weekends and some evenings. Though specific increased rental rates are not provided for after hours, this could be reflected in the pricing structure.

Personnel Services

Generally, personnel costs make up the single highest expense for most multi-purpose recreation facilities. For purposes of projecting costs, the range mid-point of the 2016 Pay Plan was utilized for projecting expenses in each area.

Additional salaried staff contemplated at this time includes:

- 1.00 Supervisor I Fitness Coordinator
- 1.00 Supervisor I Senior Coordinator
- 1.00 Facility Maintenance Tech I
- 1.00 Pool Maintenance Tech I
- 0.25 Facility Assistant (add.25 to existing .75 staff)
- 0.25 Accounting Tech I

Additional part-time/contractual staff is proposed in the following areas of operation:

- Maintenance/Custodians
- Fitness/Program Instructors
- Life Guards/Swim Instructors

Maintenance Coverage

Routine and daily set up maintenance responsibilities will be provided by maintenance and facility staff as needed. Current staff scheduling is expected to continue but to be supplemented with additional full-time staff and part-time hours.

Supplies

In this study, supplies relate to ongoing operations in the areas of program, operating, office, computer supplies, postage, tools, books, staff uniforms, janitorial, tools, equipment parts, identification card supplies, resale merchandise, concession supplies, and miscellaneous items. It is anticipated that this figure will increase over time due to inflation. Note: All start up supply expenses associated with the facility expansion start up are assumed to be funded from the Owner Items account or FFE in the construction budget. Supplies expenses typically approximate 10% of the overall operational budget.

Services

With the uncertainty of utility costs such as natural gas and electricity prices, service expenses can consume a significant portion of many operation budgets. The estimated utility costs for the volume of space within the facility accounts for a high percentage of the services budget; numbers can be verified with final design. For this analysis utilities are estimated to be \$3.25 per square foot, per year for non-aquatic space and \$5.25 per square foot for aquatic spaces.

Other typical services include contracted instructional services, marketing and advertising, printing and publishing, travel and training, subscriptions and memberships, telephone, bank charges and administrative fees, miscellaneous service charges (permits, licenses, taxes, fees), building and equipment maintenance (contractual or rental services), other contracted services (security and fire systems, elevator, trash pick-up, etc.), property and liability insurance, building maintenance, and repair. Overall services expenses typically approximate 30% of the overall operational budget.

Expenditure estimates are based on the type and size of the activity and support spaces planned for expansion in the facility and anticipated hours of operation. When possible and wherever available, calculations are based on actual best practice or methodology. Comparison data from similar facilities in the region was also analyzed to prepare estimates.

Capital Renovation Allocation

A limited capital renovation allocation of 5% for building improvements, machinery, and equipment has been included in order to keep the facility up-to-date and to provide state-of-the-art equipment. It is not anticipated that this allocation will be needed for the expansion in the first several years of operation, but that the allocation will accumulate over time and be carried forward for future use.

- Building and Improvements should be budgeted at 3% of operating budget.
- Machinery and Equipment should be budgeted at 2% of operating budget.

A request was made at the Task Force Meeting of April 27th to consider as an option, calculating Capital Renovation based on the capital cost of construction and life cycle costing. This cannot be done at this time, but can be considered.

Admissions Revenue

Revenue forecasts include current estimates of anticipated drop-in fees, punch card and pass sales, and rentals, around anticipated scheduled programming related to fitness and aquatics. This takes into consideration program and facility components as well as multiple admissions and age discounts options. The revenue categories for the expansion include:

- Daily admissions, punch cards, and passes
- Aquatics lessons and programs
- Fitness/wellness/aerobic programs
- Rental opportunities

Revenue forecasts are based on existing and proposed space components included in the facility, anticipated demographics of the local service area, and comparisons to other facilities in surrounding communities that may or may not be similar. Actual figures will vary based on the final design and allocation of facility spaces, the market at the time of opening, adopted facility operating philosophy, the aggressiveness of fees and use policies implemented, and the type of marketing effort undertaken to attract potential users to the facility. **Initial revenue goals may be exceeded but will require an ongoing effective marketing approach in order to meet annual goals. Some leveling off is common.**

Proposed Fees

The proposed fee structure, as suggested below reflects preliminary figures that correspond to the operational budget and cost recovery goals for the center.

In this pro-forma daily, punch card (10 and 20 punch), and monthly fees include admission to the facility for cardio/fitness, stretching and weight use, and lap or open swim in the lap and leisure pool.

Table 5 below lists current fees compared to fees to be considered. If the below fees were to be implemented at current admission quantity, a 16% increase in current revenue could be realized; this is in addition to additional admission revenue.

Table 5: Current Fee Schedule and New Fee for Consideration

Pass Type	Current Resident	Current Non-resident	New Fee Consideration Resident	New Fee Consideration Non-resident
DAILY				
Youth	\$4.00	\$6.00	\$4.50	\$6.75
Adult	\$6.00	\$8.00	\$6.50	\$8.75
Senior	\$4.00	\$6.00	\$4.50	\$6.75
Group (youth)	\$2.50	\$5.00	\$4.00	\$6.00
Group (adult)	\$4.50	\$7.00	\$6.00	\$8.00
10 PUNCH				
Youth	\$25	\$50	\$28	\$56
Adult	\$45	\$70	\$48	\$80
Senior	\$25	\$50	\$28	\$56
20 PUNCH				
Youth	\$50	\$100	\$53	\$106
Adult	\$90	\$140	\$93	\$150
Senior	\$50	\$100	\$53	\$106
MONTHLY				
Youth	\$19	\$24	\$22	\$33
Adult	\$35	\$40	\$38	\$50
Senior	\$19	\$24	\$22	\$33
Couple	\$55	\$60	\$58	\$70
Senior Couple	n/a	n/a	\$40	\$60
Family	\$59	\$64	\$65	\$75
ANNUAL				
Youth	\$228	\$288	\$264	\$396
Adult	\$420	\$480	\$456	\$600
Senior	\$228	\$288	\$264	\$396
Couple	\$648	\$720	\$696	\$840
Family	\$708	\$768	\$780	\$900

Fitness

Within the fitness area, the square feet dedicated to fitness programming will double. Fitness programming will be provided on an ongoing basis, similar to current programs, but with more dedicated as well as multi-use space. This estimate is based on review of revenue at comparable size facilities in the area and current revenue generated.

Currently FitZone classes are included with general facility admission and include a paid instructor (vs lap swimming, which does not require an instructor). A budget transfer is made to cover costs, but does not give the ability to track net revenue. This was approximately \$75,000 in 2015, with an additional \$29,221 generated in specialty classes. Additional FitZone classes and specialized (contractual) classes are estimated at 53% net revenue increase. When classes are not in use for groups, it will be important to keep fitness rooms occupied and thus generating revenue. One option is to consider a drop in

independent use of classroom space, such as Fitness on Demand. This is shown as an option with conservative use.

Aquatics

With an expanded aquatics and fitness venue, the Louisville Recreation/Senior Center will have the ability to offer additional aquatics programming (i.e. swim lessons, aquatic exercise) on a year-round basis. This estimate is based on review of revenue at comparable size facilities in the area and current revenue generated.

Conservative estimates were used for additional programming in terms of numbers of participants. Additional classes should be concentrated in areas (level and time of year) where classes do tend to fill more quickly and are estimated for 21 weeks. An estimated net revenue increase is shown, primarily in the group Learn to Swim classes and the potential “specialty” classes generated by the type of water bodies being added to the program. These include such things as Watsu Massage, Toning, Water Arthritis, and Core Strengthening for Seniors. Water equipment, such as treadmills and bikes are also an option for additional program/drop in revenue. Another consideration is moving all lessons indoors such that cancellations due to weather are eliminated. Memory Square Pool could then offer additional lap swimming time and open play.

Lifeguard costs are shown as an addition to current operations. It is assumed that with the new natatorium the leisure pool / slide will be open from 12 noon on weekdays and Saturdays, allowing for lessons and classes to occur throughout the pools in the mornings.

Cost Recovery

The 2015 cost recovery for the Louisville Recreation & Senior Center was 72%, including the funding in the Public Works budget supporting center operations and an estimate capital costs provided by staff. Cost recovery on the expansion alone is projected at 47%, with overall cost recovery for the expanded facility (current operations and expansion) at 60%, including repair and replacement (R&R) estimates. This is a conservative estimate and has served as the basis for facility pricing. A continual goal should be to sustain cost recovery through a focused staff effort, resulting in high quality facility management, customer service, and marketing.

To reach an expressed target of 70% cost recovery, revenues must be increased or expenses reduced. IF revenues were to be increased through admission fees, an additional 10.5% increase to each proposed fee to generate an additional \$141,367 would be required. This could be accomplished by adding 10.5% to each proposed fee, or through larger increases to non-resident fees and adult fees or some other combination, taking into account estimated passes sold in each type. Success with higher fee increases is subject to what the market will bear. Seventy percent cost recovery could also be accomplished through an increase in all fees (not just admissions), or a decrease in staffing projections, or a combination.

Cost Recovery is further discussed under the Financial Analysis.

Rentals

Market analysis for room rental/social event venue indicates an opportunity to generate additional revenue in this area. These proposed fees do not take into account peak and non-peak times, but should

certainly be considered, especially for after-hours rentals. If the below fees were to be implemented at current reservation quantity, a 26% increase in current revenue could be realized. A recommended rental rate fee increase is noted below in Table 6.

Table 6: Recommended Room Rental Rates

Venue	Current Resident	Current Non-resident	Recommended Resident	Recommended Non-resident
Large room (50-75 Banquet)	\$35.00	\$45.00	\$45.00	\$55.00
Small room (25-30 classroom)	\$25.00	\$35.00	\$30.00	\$40.00
Combined (150-200 banquet)	\$70.00	\$90.00	\$80.00	\$100.00
Kitchen	\$15.00	\$20.00	\$50.00	\$60.00

Birthday Parties

Market analysis for the birthday party venue indicates an opportunity to generate additional revenue in this area by providing a host. This suggested pricing includes room setup/cleanup and a host in the room. It does not include provision of cake, party supplies or supervision outside of the party room, and given parental concern with nutrition and allergy related food substances, this may be an area worth avoiding. If the below fees were to be implemented at current reservation quantity, a 31% increase in current revenue could be realized. A recommended rental rate fee increase is noted below in **Table 7** below.

Table 7: Recommended Party Package and Room Rental Rates

Venue	Current Resident	Current Non-resident	Recommended Resident	Recommended Non-resident
Group (up to 10 children; add on pricing for additional)	\$60.00	\$80.00	\$80.00	\$100.00

Vending

Vending operations are expected to continue to be handled through contracted services and therefore only include a net revenue figure. Vending is shown in existing operations only.

Advertisement and Sponsorship Revenue

Revenues from advertisement and sponsorships **are not** included in the pro-forma but should be considered as an opportunity to increase revenues. Any advertising or sponsorship opportunities must be scrutinized to assure they meet the mission of the Recreation & Senior Services Division.

C. Operational Budget and Pro-forma

Admissions (see Admissions page)

- Hours of operation match current hours.
- Fee structure matches current structure. However, offering monthly debit for monthly pass equates to an annual pass. This pricing structure should be considered as an annual pass option.
- An increase in total annual visits of 42,600, from 286,966 to 329,566 (15%), is projected due to the expansion as shown on the Admissions tab of the Excel spreadsheet.
- Proposed increased admission fees as noted above are recommended for consideration and are included at current admissions quantity in the Full Budget Analysis along with projections for additional revenue (see chart below).

Aquatics (see Aquatics – programming and Aquatics – Lifeguards pages)

- Aquatic programs offer the most opportunity for specialty programs in warmer water and in leisure admissions. It is estimated that the leisure pool may not be open the entire time that the pool is open, allowing for swim and water related lessons outside of leisure swimming.
- Additional swim lessons offer the most potential during the busiest seasons and are thus calculated at 21 weeks of lessons.
- Aquatic/Swim Lesson Instructors are calculated at \$11.50 per hour; private lessons at \$18 per hour.
- Lifeguards are proposed in addition to current staffing.
- Lifeguard salaries are calculated at \$11.50 per hour.
- Lifeguard /pool access is calculated at 50 weeks per year to allow for holidays and maintenance.

Fitness (see Fitness page)

- With more dedicated fitness space, opportunities exist for not only drop in fitness (FitZone), but for specialty (contractual) fitness classes. Other opportunities exist for such programs as Fitness on Demand.
- Fit Zone is calculated at 50 weeks/year.
- Fitness instructor rates are calculated at \$21/hour.
- Fitness contracts are calculated at 30% gross revenue retained (70% to instructor).

Programs

Additional program revenue for seniors, youth and adults may be realized but was not included in this expansion scenario.

Rentals (including birthday party packages)

Proposed increases in rental and party rates are recommended for consideration and are included at current reservation quantity in the Full Budget Analysis along with projections for additional revenue.

Budget Overview

An overview of expenditures, revenues, and cost recovery for the existing center and proposed expansion can be found on the Line Item Detail, Pro-forma and Full Budget Analysis pages. The Full Budget Analysis is provided below in **Table 8**, and summarized as:

2015 Cost Recovery	72%
Expansion Cost Recovery	47%
Combined Cost Recovery	65%
Combined Revenue	\$2,389,990
Combined Expenses	\$3,684,788
Combined Subsidy	\$1,294,798

Table 8: Full Budget Analysis

Revenues	Current	Expansion	Total
720 - Rec Admin			
721 – Cen Mgmt (Admissions)	\$ 1,032,582	\$ 143,575	\$ 1,346,437
721 – Fee Increase		\$ 170,280	\$ 170,280
722 - Aquatics	\$ 143,510	\$ 86,680	\$ 230,190
723 – Fit (GroupX)	\$ 108,233	\$ 100,625	\$ 208,858
724 - Youth	\$ 212,587		\$ 212,587
725 - MemSquare	\$ 36,939		\$ 36,939
726- Youth Sports	\$ 134,594		\$ 134,594
727 - Adult Sports	\$ 47,644		\$ 47,644
728 - Senior Services	\$ 82,043		\$ 82,043
731 - Senior Meal	\$ 48,000		\$ 48,000
732 - Nite @ Rec	\$ 42,698		\$ 42,698
Total	\$ 1,888,830	\$ 501,160	\$ 2,389,990
Expenses			
Expenses	\$ 2,062,307		\$ 2,062,307
Personnel		\$ 443,935	\$ 443,935
Supplies		\$ 39,500	\$ 39,500
Services		\$ 281,780	\$ 281,780
PW Maint	\$ 427,702	\$ -	\$ 427,702
Rec/Sen Cen CIP	\$ 125,000	\$ 304,564	\$ 429,564
Total	\$ 2,615,009	\$ 1,069,779	\$ 3,684,788
Cost Recovery	72%	47%	65%
Total Surplus/Deficit	\$ (726,179)	\$ (568,619)	\$ (1,294,798)

* Includes revenue increase of 16% in admissions, 26% in rentals and 31% in parties at current level of use but with increased fee applied.

D. Projected Five Year Pro-forma

A projected Five Year Pro-forma is provided using an estimated annual expenditure increase of 3% and incremental fee adjustments, as indicated in **Table 9** below.

Table 9: Projected Five Year Pro-forma

	Year 1	Year 2	Year 3	Year 4	Year 5
REVENUES	Combined				
TOTAL REVENUE	\$ 2,389,990	\$ 2,461,690	\$ 2,535,540	\$ 2,611,607	\$ 2,689,955
EXPENSES					
TOTAL EXPENSES	\$ 3,684,788	\$ 3,795,331	\$ 3,909,191	\$ 4,026,467	\$ 4,147,261
NET	-\$1,294,798	-\$1,333,641	-\$1,373,651	-\$1,414,860	-\$1,475,306
COST RECOVERY	65%	65%	65%	65%	65%

E. Financial Analysis and Potential Funding Sources

Operations are typically offset by fees and charges, but generally include some level of subsidy from the agency’s general fund. In order to assist with predicting a level of subsidy, GreenPlay traditionally recommends a cost recovery model. This information is summarized here with further details provided in **Appendix B**.

Conceptually, the Pyramid Methodology creates an overall philosophy and approach for resource allocation, program pricing, and cost recovery evaluation. Programs are evaluated based on their overall benefit to the individual or community, and priced for subsidy or cost recovery appropriately, as shown.

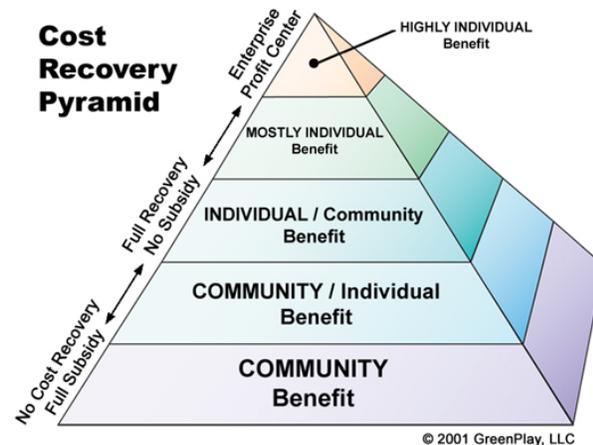
Other sources that help offset subsidies include:

Grants

- Conservation Trust Fund
- Great Outdoors Colorado (GOCO)
- Land and Water Conservation Fund
- Private Foundations

Partnerships

- It is recommended that the City establish a formal Partnership Policy- GreenPlay can provide a sample template for this purpose.
- Opportunities for: Hospitals; Fitness and Health providers; Joint public/Non-profit facilities; Private Sector (drink/food providers, clothing providers, exercise equipment providers)



Sponsorships

- It is recommended that the City establish a formal Sponsorship Policy; GreenPlay can provide a sample template for this purpose.
- Facility Sponsorship Program and Policy – Cash and In-kind
- Program Sponsorship Guidelines and Benefits
- Naming Rights and/or Amenity labeling
- Corporate and/or Local Support, Alliances

Donor/Gifting/Volunteer Programs

- Cash: Foundation, Gifts, Charitable Trusts, Endowments
- In-Kind: Volunteers, Facility Amenities
- **Foundations** – Can help with securing, managing, and attracting alternative funding.
- **Lease Purchase** – Reduces initial investment by leasing all or a portion of equipment with the option to purchase after a set investment period.
- **Management Agreements** – Private vendors may manage all or part of a facility or program, in return paying rent or sharing revenues (see Partnerships).

Louisville Recreation & Senior Center Expansion

Estimated expenses and projected revenues are based on a basic understanding of the conceptual project and the best information available regarding the market area and proposed practices of the District. There is no guarantee that the estimates and projections will be met as there are many variables that cannot be accurately determined during this conceptual planning stage, and/or are subject to change during the actual design and implementation process. The estimated number of participants is based on current program offerings or similar venues and does not guarantee the availability of participants to meet projected revenues.

Assumptions: 7 Day/Wk Operations	Spaces: Support Spaces, Gym, Weight, Fitness, FitZoneStudio, Leisure Pool, Wet Classrooms - Party Room			
	Schedule	Hours		
	Facility Hours - M-R: 5:45a-9p	61.0		
	Facility Hours - FRI: 5:45a-7p	13.25		
	Facility Hours - SAT: 7a-6p	11		
Facility Hours - SUN: 8a-6p	10			
Total	95.25			
			Personnel: 60%	
			Supplies: 10%	
			Services: 30%	
			Capital: 5%	
Total				

<u>Notes</u>	<u>Estimate</u>	<u>Notes or Questions to be answered</u>
Facility Size	current 57,400 expansion 50,000	Estimated gross square footages

<u>Notes</u>	<u>Estimate</u>	<u>Notes or Questions to be answered</u>
Personnel Services		
Full-time salaries	\$200,044	
Part-time salaries	\$168,135	
Benefits	\$75,756	
Subtotal Personnel Services	\$443,935	Target 60% overall

<u>Notes</u>	<u>Formula</u>	<u>Low Estimate</u>	<u>Estimate</u>	<u>Notes or Questions to be answered</u>
Materials and Supplies				
Office/Uniforms			\$10,500	
Aquatics -Recreation Program Supplies/Chemicals			\$29,000	
Building Maintenance Supplies			\$0	
Custodial Supplies			\$0	
Subtotal Operational			\$39,500	Target 10% overall

<u>Notes</u>	<u>Formula</u>	<u>Low Estimate</u>	<u>Estimate</u>	<u>Notes or Questions to be answered</u>
Services				
Contracted Services (bank card, Maintenance, Custodial services)			\$10,000	
Rec General Expenses (advertising, telephone, equipment rental)			\$3,500	
Rec Facility Maintenance (trash, building and ground maintenance)			\$1,500	
Rec Equipment Maintenance (computer office op & maint)			\$37,000	
Utilities - gas & electric water & sewer	\$3.25/sqft per year for non-aquatics space, plus \$5.25/sqft for aquatics space		\$223,280	30,390 Aquatics sqft 19,610 Non-aquatics (fitness and other) 50,000 Total expansion
Property and Liability Insurance	estimate is based on actual cost/yr. of a typical Recreation Center/sqft = \$.13/sqft		\$6,500	
Subtotal Services			\$281,780	Target 30% overall

<u>Notes</u>	<u>Formula</u>	<u>Estimate</u>	<u>Notes or Questions to be answered</u>
Capital			
Buildings & Improvements			5% total of expansion; additional for current 3% infrastructure
Machinery & Equipment			2% equipment replacement
Additional R & R		\$304,564	
Subtotal Capital		\$304,564	
GRAND TOTAL EXPENDITURES		\$1,069,779	

<u>Formula</u>	<u>Formula</u>	<u>Formula</u>	<u>Low Estimate</u>	<u>Estimate</u>	<u>Notes or Questions to be answered</u>
Revenues:					
Admission					
Monthly Pass/Punch Card Revenue			65%	\$92,755	See Admissions Tab for Details
Daily Drop In Revenue			35%	\$50,820	See Admissions Tab for Details
Sub Total - Admissions				\$143,575	

<u>Formula</u>	<u>Formula</u>	<u>Formula</u>	<u>Low Estimate</u>	<u>Estimate</u>	<u>Notes or Questions to be answered</u>
Programs/Operations					
Additional Fitness				\$100,625	See Fitness Rev/Exp Tab for Details
Additional Aquatics Lessons/Program				\$86,680	See Aquatics Rev/Exp Tab for Details
Facility Rentals (includes parties)				\$0	Fee increase will generate more; not included
GRAND TOTAL REVENUE				\$330,880	
Surplus/(Deficit)				(\$738,899)	

<u>High Estimate</u>	<u>Notes or Questions to be answered</u>
GRAND TOTAL SURPLUS/(DEFICIT)	(\$738,899)
facility tax subsidy amount	
PROJECTED COST RECOVERY	31%
total collected through fees, charges & alt. funds	

Louisville Recreation & Senior Center Expansion

Line Item Expenses

POSITION	FTE's	AVERAGE PAY RATE	Salary
PERSONNEL -- FULL TIME RECREATION			
Supervisor 1 - Fitness	1	\$52,083.00	\$52,083.00
Supervisor 1 - Seniors	1	\$52,083.00	\$52,083.00
Tech 1 - Facility Maintenance	1	\$38,043.29	\$38,043.29
Tech 1 - Pool Maintenance	1	\$38,043.29	\$38,043.29
Facility Assistant (.25)	0.25	\$39,582.40	\$9,895.60
Tech 1 - Accounting (.25)	0.25	\$39,582.40	\$9,895.60
TOTAL - Recreation	4.5	\$259,417	\$200,044
Non-Benefited / Non-Permanent PERSONNEL -- PART TIME			
	Hrs Week	AVE/Hr Wage	Est. Annual (Budget Exp)
Custodial	25	\$15.00	\$19,125.00
Maintenance	15	\$15.00	\$11,475.00
Aquatics Lifeguards		\$11.50	\$95,162.50
Swim Instructors		\$10.50	\$7,372.00
Fitness Instructors		\$21.00	\$10,500.00
Contractual Fitness (70%)			\$133,135
SUBTOTAL			\$35,000.00
TOTAL			\$168,135

Currently contracted - discussion
See Aquatics - Lifeguards
See Aquatics Rev-Exp
See Fitness Rev-Exp

FULL TIME	Information/Notes	(Budget)
Benefits	Estimated at 30%	\$60,013
FICA/Medicare		
Workmen's Compensation		
Health Insurance - FT/Perm employee		
Education		
Aquatics Staff Orientation/Train		
Longevity		
Attendance		
Background checks		\$0
FT TOTAL		\$60,013
PART TIME		
Benefits	Estimated at 10.75% of PT hourly (not contractual)	\$ 14,312
FICA/Medicare	7.65%	
Workmen's Compensation	2.95%	
Background checks	0.02%	\$1,431
PT TOTAL		\$15,743
TOTAL		\$75,756

Supplies	Information/Notes	(Budget)
Postage	Flyers, promotions, mailings	\$3,000
Printing	Program Guides, Flyers, Special Events	\$3,000
Office Supplies	Printer ribbons, pads, pencils, pens, paper, etc.	\$2,500
Dues and Memberships		
Uniforms	Staff	\$2,000
Chemicals	Pool Chemicals	\$15,000
Aquatics Supplies	Birthday Party, Safety, Program, Lifeguard training, CPR	\$10,000
Recreation Supplies	Fit balls, fitness equipment, mats, weight room supplies (assume equipment in FFE)	\$4,000
Building Maintenance Supplies	Hardware, plumbing, carpentry, drywall, fasteners, pest control, etc.	\$0
Custodial Supplies	Cleaning solutions, cleaning equipment, paper products, liners, etc. (assume equipment in FFE)	\$0
TOTAL SUPPLIES		\$39,500

Services	Information/Notes	(Budget)
Credit Card Fees	Percent of each sale by credit card	\$5,000
Maintenance Contracted Services	HVAC, major maintenance problems	\$5,000
Sub Total		\$10,000
Telephone	phones, cellphones, etc	\$1,000
Equipment Rental		\$2,500
Sub Total		\$3,500
Gas and Electric	See Proforma Page 1	\$0
Heat	See Proforma Page 1	\$0
Water/Sewer	See Proforma Page 1	\$0
Trash Removal	Trash, recycling dumpsters -- \$160/month average	\$0 existing
Security	Monitoring Services	\$1,500
Sub Total		\$1,500
Computer Oper/Main Registration Software	Repair, Upgrades, Support	\$35,000 \$10K per FTE
Minor Equipment Repair	Repair of office equipment	\$2,000
Capital Replacement Fund	Money set aside for future renovations and replacements - See Proforma Page 1	\$0 see page 1
Sub Total		\$37,000
TOTAL SERVICES		\$52,000

Louisville Recreation & Senior Center Expansion

Additional Admissions Revenue

RESIDENT (68%)	PROPOSED FEE	PASSES PER WEEK	PASSES PER MONTH	PASSES PER YEAR	AVG WEEKLY USE	ANNUAL VISITS PER YEAR		TOTAL GROSS
						Year	Total	
Daily								
Toddlers								
Youth	\$ 4.50	25		1200		1,200	\$ 5,400.00	
Adults	\$ 6.50	50		2400		2,400	\$ 15,600.00	
Seniors	\$ 4.50	25		1200		1,200	\$ 5,400.00	
Family (2A, 3C)								
Group Youth	\$ 4.00			0		0	\$ 0	
Group Adult	\$ 6.00			0		0	\$ 0	
Subtotal				4800		4,800	\$ 26,400.00	
10 Punch								
Toddlers								
Youth	\$ 28.00		10	110	2	960	\$ 280.00	
Adults	\$ 48.00		20	220	3	2,880	\$ 960.00	
Seniors	\$ 28.00		10	110	1	480	\$ 280.00	
Family (2A, 3C)								
Subtotal						4,320	\$ 1,520.00	
20 Punch								
Toddlers								
Youth	\$ 53.00		10	110	2	960	\$ 530.00	
Adults	\$ 93.00		20	220	3	2,880	\$ 1,860.00	
Seniors	\$ 53.00		10	110	1	480	\$ 530.00	
Family (2A, 3C)								
Subtotal						4,320	\$ 2,920.00	
Monthly								
Toddlers								
Youth	\$ 22.00		20	220	2	60	\$ 5,280.00	
Adults	\$ 38.00		30	330	3	90	\$ 13,680.00	
Seniors	\$ 22.00		20	220	2	60	\$ 5,280.00	
Couple	\$ 58.00		20	220	2	60	\$ 13,920.00	
Senior Couple	\$ 40.00		20	220	2	60	\$ 9,600.00	
Family (2A, 3C)	\$ 65.00		25	275	1	30	\$ 19,500.00	
Subtotal						360	\$ 67,260.00	
RES TOTALS								
							13,800	\$ 98,100.00
NON RESIDENT (32%)								
Daily								
Toddlers								
Youth	\$ 6.75	15		720		720	\$ 4,860.00	
Adults	\$ 8.75	35		1680		1,680	\$ 14,700.00	
Seniors	\$ 6.75	15		720		720	\$ 4,860.00	
Family (2A, 3C)								
Group Youth	\$ 6.00			0		-	\$ -	
Group Adult	\$ 8.00			0		-	\$ -	
Subtotal						3,120	\$ 24,420.00	
10 Punch								
Toddlers								
Youth	\$ 56.00		15	165	2	1,440	\$ 840.00	
Adults	\$ 80.00		40	440	2	3,840	\$ 3,200.00	
Seniors	\$ 56.00		15	165	1	720	\$ 840.00	
Family (2A, 3C)								
Subtotal						6,000	\$ 4,880.00	
20 Punch								
Toddlers								
Youth	\$ 106.00		15	165	2	1,440	\$ 1,590.00	
Adults	\$ 150.00		40	440	2	3,840	\$ 6,000.00	
Seniors	\$ 106.00		15	165	1	720	\$ 1,590.00	
Family (2A, 3C)								
Subtotal						6,000	\$ 9,180.00	
Monthly								
Toddlers								
Youth	\$ 33.00		20	220	2	1,920	\$ 660.00	
Adults	\$ 50.00		45	495	3	6,480	\$ 2,250.00	
Seniors	\$ 33.00		20	220	2	1,920	\$ 660.00	
Couple	\$ 70.00		20	220	2	1,920	\$ 1,400.00	
Senior couple	\$ 60.00		15	165	1	720	\$ 900.00	
Family (2A, 3C)	\$ 75.00		15	165	1	720	\$ 1,125.00	
Subtotal						13,680	\$ 6,995.00	
NON RES TOTALS								
							28,800	\$ 45,475.00
TOTALS								
							42,600	\$ 143,575.00
Notes: Revenues are allocated at 48 weeks. Avg Daily Visits 126.79								

Comparisons

	BROOMFIELD 85,000SF		LAFAYETTE 48,372SF		ERIE 64,000SF		GOLDEN 71,483SF		LONGMONT 63,500SF	
	R	NR	R	NR	R	NR	R	NR	R	NR
Daily										
Youth	\$ 3.25	\$ 6.00	\$ 3.50	\$ 2.25	\$ 2.75	\$ 2.75	\$ 4.00	\$ 4.75	\$ 3.75	\$ 4.75
Adults	\$ 4.75	\$ 7.50	\$ 5.00	\$ 4.50	\$ 5.50	\$ 4.50	\$ 5.00	\$ 6.25	\$ 5.00	\$ 6.25
Seniors	\$ 3.75	\$ 6.00	\$ 3.25	\$ 2.70	\$ 3.40	\$ 3.50	\$ 4.00	\$ 5.00	\$ 4.00	\$ 5.00
10 Punch				\$ 39.00	\$ 49.00					
Youth	\$ 29.00	\$ 54.00								
Adults	\$ 43.00	\$ 68.00								
Seniors	\$ 34.00	\$ 54.00								
20 Punch						\$ 36.00	\$ 40.00	\$ 75.00	\$ 93.75	
Youth	\$ 55.00	\$ 102.00	\$ 56.00			\$ 63.00	\$ 70.00			
Adults	\$ 81.00	\$ 128.00	\$ 80.00			\$ 90.00	\$ 100.00			
Seniors	\$ 64.00	\$ 102.00	\$ 52.00			\$ 68.00	\$ 75.00			
Monthly										
Youth	\$ 17.00	\$ 32.00	\$ 34.00					\$ 20.00	\$ 25.00	
Adults	\$ 31.00	\$ 49.00	\$ 19.00					\$ 36.00	\$ 45.00	
Seniors	\$ 20.00	\$ 32.00	\$ 43.00					\$ 20.00	\$ 25.00	
Couple	\$ 54.00	\$ 85.00	\$ 28.00					\$ 59.00	\$ 73.75	
Senior Couple	\$ 33.00	\$ 53.00	\$ 60.00					\$ 67.00	\$ 83.75	
Annual										
Youth			\$ 185.00	\$ 229.00						
Adults			\$ 365.00	\$ 455.00						
Seniors			\$ 219.00	\$ 275.00						
Family			\$ 719.00	\$ 899.00						

Calculations: Resident 68%
Avg. Sales Non-resident 32%

Louisville Recreation & Senior Center Expansion

**Additional Fitness Revenue
Part Time Salaries**

	<u>QTY/WK</u> <u>(AVG)</u>	<u>RATE (AVG)</u>	<u># STUDENTS</u>	<u>HOURS PER</u> <u>CLASS</u>	<u>HOURS PER</u> <u>WEEK</u>	<u>WEEKS</u>	<u>HOURS PER</u> <u>YEAR</u>	<u>PARTICIPANTS</u> <u>/YR</u>	<u>TOTAL GROSS</u>	<u>INSTRUCTOR</u> <u>COSTS</u>	<u>NET REVENUE</u>
FitZone											
Group	10	\$ 4.50	15	1	10	50	500	7,500	\$ 33,750.00	\$ 10,500.00	\$ 23,250.00
Speciality	10	\$ 10.00	10	1.5	15	50	750	5,000	\$ 50,000.00		\$ 15,000.00
FOD		\$ 4.50	75						\$ 16,875.00	\$ -	\$ 16,875.00
TOTALS	20				25		1,250	12,500	\$ 100,625.00	\$ 10,500.00	\$ 55,125.00
Notes:	Costs may be lower/higher through reduced/increased hours, number of programs offered or hourly wages. Equipment is drop in rate; FitZone group rate estimated at minimal drop in. Speciality classes are based on sessions and length of class - contractual 70/30 split (see Line Item Detail PT salaries); instructor rates are allocated at \$21/hr.										

Louisville Recreation & Senior Center Expansion

**Additional Aquatics Revenue/Expense
Part Time Salaries**

	<u>QTY</u>	<u>AVG RATE</u>	<u>INSTRUCTOR</u>				<u>TOTAL GROSS</u>	<u>INSTRUCTOR</u>	
			<u># STUDENTS PER CLASS</u>	<u>HOURS/SESSI ON</u>	<u>HOURS PER YEAR</u>	<u>PARTICIPANTS /YR (AVG)</u>		<u>COSTS</u>	<u>NET REVENUE</u>
Lessons (2 week sessions @ 21 weeks = approx 10 sessions)									
Per session - 5 levels, 2 classes									
per level	10	\$ 45.00	8	40	400	800	\$ 36,000.00	\$ 4,600.00	\$ 31,400.00
Classes/session for each group	4								
Total classes per session	40								
Sessions per year	10								
Group lessons per year	100								
Classes per year	400								
Private (2 week sessions @ 21 weeks = approx 10 sessions)									
Lessons	5	\$ 20.00	1	1	50	50	\$ 1,000.00	\$ 900.00	\$ 100.00
Sessions per year	10								
Speciality (2 week sessions @ 48 weeks = approx 24 sessions)									
Speciality	2	\$ 60.00	6	1	48	288	\$ 17,280.00	\$ 864.00	\$ 16,416.00
Sessions per year	24								
Lessons per year	48								
Water Exercise (2 week sessions @ 48 weeks = approx 24 sessions)									
				PER YEAR					
By Type	2	\$ 45.00	15	1	48	720	\$ 32,400.00	\$ 1,008.00	\$ 31,392.00
Sessions per year	24								
Lessons per year	48								
TOTALS:						1858	\$ 86,680.00	\$ 7,372.00	\$ 79,308.00
Notes:	Costs may be lower/higher through reduced/increased hours, number of programs offered or hourly wages. New lessons calculated at 21 weeks allows down time for maintenance and off weeks for breaks; focus on busy lesson times. Instructor rates (group lessons) are allocated at \$11.50/hr, avg 1 instructors per class. Private lessons at \$18/hr. Water exercise calculated at 42 weeks, instructor rates are allocated at \$21/hr.								

Louisville Recreation & Senior Center Expansion

Additional Aquatics - Estimated Life Guard Hours

		<u>HOURS</u>	<u>RATE</u>	<u>EMP</u>	<u>WEEKS</u>	<u>TOTAL</u>	<u>TOTAL MAN HOURS</u>
Saturday							
7:45:00 AM	12:00:00 AM	4.25	\$ 11.50	1	50	\$ 2,443.75	212.5
12:00:00 AM	3:00:00 PM	3.00	\$ 11.50	3	50	\$ 5,175.00	450
3:00:00 PM	5:30:00 PM	2.50	\$ 11.50	2	50	\$ 2,875.00	250
Sunday							
9:45:00 PM	12:00:00 PM	2.25	\$ 11.50	2	50	\$ 2,587.50	225
12:00:00 PM	5:30:00 PM	5.50	\$ 11.50	3	50	\$ 9,487.50	825
Monday							
5:45:00 AM	12:00:00 PM	6.25	\$ 11.50	1	50	\$ 3,593.75	312.5
12:00:00 PM	5:00:00 PM	5.00	\$ 11.50	2	50	\$ 5,750.00	500
5:00:00 PM	8:30:00 PM	3.50	\$ 11.50	3	50	\$ 6,037.50	525
Tuesday							
5:45:00 AM	12:00:00 PM	6.25	\$ 11.50	1	50	\$ 3,593.75	312.5
12:00:00 PM	5:00:00 PM	5.00	\$ 11.50	2	50	\$ 5,750.00	500
5:00:00 PM	8:30:00 PM	3.50	\$ 11.50	3	50	\$ 6,037.50	525
Wednesday							
5:45:00 AM	12:00:00 PM	6.25	\$ 11.50	1	50	\$ 3,593.75	312.5
12:00:00 PM	5:00:00 PM	5.00	\$ 11.50	2	50	\$ 5,750.00	500
5:00:00 PM	8:30:00 PM	3.50	\$ 11.50	3	50	\$ 6,037.50	525
Thursday							
5:45:00 AM	12:00:00 PM	6.25	\$ 11.50	1	50	\$ 3,593.75	312.5
12:00:00 PM	5:00:00 PM	5.00	\$ 11.50	2	50	\$ 5,750.00	500
5:00:00 PM	8:30:00 PM	3.50	\$ 11.50	3	50	\$ 6,037.50	525
Friday							
5:45:00 AM	12:00:00 PM	6.25	\$ 11.50	1	50	\$ 3,593.75	312.5
12:00:00 PM	6:30:00 PM	6.50	\$ 11.50	2	50	\$ 7,475.00	650
TOTALS		89.25				\$ 95,162.50	8275
Notes:							
Costs may be lower/higher through reduced/increased hours, or hourly wages.							
Costs are allocated at 50 weeks to account for holidays, vacation, sick and 1 week maintenance closure.							
Staff arrives 15 min before opening; pool closes /12 hour before facility; FT staff rotates in guard duties							

SCHEDULE (50 wks)	hours/day	hours/wk	hours/yr
M-R 5:45am-8:30pm	14.75	59	2950
F 5:45am-6:30pm	12.75	12.75	637.5
Sat 7:45am-5:30pm	9.75	9.75	487.5
Sun 9:45am-5:30pm	7.75	7.75	387.5
TOTAL		89.25	4462.5

Louisville Recreation & Senior Center Expansion

Full Budget Analysis w/ Public Works/Facility Maintenance and R&R

Revenues	Current	Expansion	Total
720 - Rec Admin			
721 - Center Mgmt (Admissions)	\$ 1,032,582	\$ 143,575	\$ 1,176,157
721 - Center Mgmt (Fee Increase/Admissions)		\$ 170,280	\$ 170,280
722 - Aquatics	\$ 143,510	\$ 86,680	\$ 230,190
723 - Fitness (GroupX)	\$ 108,233	\$ 100,625	\$ 208,858
724 - Youth	\$ 212,587		\$ 212,587
725 - Memory Square	\$ 36,939		\$ 36,939
726- Youth Sports	\$ 134,594		\$ 134,594
727 - Adult Sports	\$ 47,644		\$ 47,644
728 - Senior Services	\$ 82,043		\$ 82,043
731 - Senior Meal	\$ 48,000		\$ 48,000
732 - Nite at the Rec	\$ 42,698		\$ 42,698
Total	\$ 1,888,830	\$ 501,160	\$ 2,389,990
Expenses	\$ 2,062,307		\$ 2,062,307
Personnel		\$ 443,935	\$ 443,935
Supplies		\$ 39,500	\$ 39,500
Services		\$ 281,780	\$ 281,780
Public Works - Building Maintenance	\$ 427,702	\$ -	\$ 427,702
Recreation/Senior Center R&R	\$ 125,000	\$ 304,564	\$ 429,564
Total	\$ 2,615,009	\$ 1,069,779	\$ 3,684,788
Cost Recovery	72%	47%	65%
Total Surplus/Deficit	\$ (726,179)	\$ (568,619)	\$ (1,294,798)

Expansion Cost Recovery
47%

Current Cost Recovery
72%

Combined Cost Recovery
65%

* Includes revenue increase of 16% in admissions, 26% in rentals and 31% in parties at current level of use but with increased fee applied.

Louisville Recreation & Senior Center Expansion

w/o Public Works/Facility Maintenance Transfer

	Current	Year 1 Combined	Year 2	Year 3	Year 4	Year 5
REVENUES						
720 - Rec Admin			\$ -	\$ -	\$ -	\$ -
721 - Center Mgmt	\$ 1,032,582	\$ 1,176,157	\$ 1,211,442	\$ 1,247,785	\$ 1,285,219	\$ 1,323,775
721 - Addt'l Admissions		\$ 170,280	\$ 175,388	\$ 180,650	\$ 186,070	\$ 191,652
722 - Aquatics	\$ 143,510	\$ 230,190	\$ 237,096	\$ 244,209	\$ 251,535	\$ 259,081
723 - Fitness (GroupX)	\$ 108,233	\$ 208,858	\$ 215,124	\$ 221,577	\$ 228,225	\$ 235,072
724 - Youth	\$ 212,587	\$ 212,587	\$ 218,965	\$ 225,534	\$ 232,300	\$ 239,269
725 - Memory Square	\$ 36,939	\$ 36,939	\$ 38,047	\$ 39,189	\$ 40,364	\$ 41,575
726 - Youth Sports	\$ 134,594	\$ 134,594	\$ 138,632	\$ 142,791	\$ 147,074	\$ 151,487
727 - Adult Sports	\$ 47,644	\$ 47,644	\$ 49,073	\$ 50,546	\$ 52,062	\$ 53,624
728 - Senior Services	\$ 82,043	\$ 82,043	\$ 84,504	\$ 87,039	\$ 89,651	\$ 92,340
731 - Senior Meal	\$ 48,000	\$ 48,000	\$ 49,440	\$ 50,923	\$ 52,451	\$ 54,024
732 - Nite at the Rec	\$ 42,698	\$ 42,698	\$ 43,979	\$ 45,298	\$ 46,657	\$ 48,057
TOTAL REVENUE	\$ 1,888,830	\$ 2,389,990	\$ 2,461,690	\$ 2,535,540	\$ 2,611,607	\$ 2,689,955
EXPENSES						
Current	\$ 2,062,307	\$ 2,062,307	\$ 2,124,176	\$ 2,187,901	\$ 2,253,539	\$ 2,321,145
Personnel		\$ 443,935	\$ 457,253	\$ 470,970	\$ 485,099	\$ 499,652
Supplies		\$ 39,500	\$ 40,685	\$ 41,906	\$ 43,163	\$ 44,458
Services		\$ 281,780	\$ 290,233	\$ 298,940	\$ 307,909	\$ 317,146
Public Works Transfer	\$ 427,702	\$ 427,702	\$ 440,533	\$ 453,749	\$ 467,362	\$ 481,382
Community Center R&R	\$ 125,000	\$ 429,564	\$ 442,451	\$ 455,724	\$ 469,396	\$ 483,478
TOTAL EXPENSES	\$ 2,615,009	\$ 3,684,788	\$ 3,795,331	\$ 3,909,191	\$ 4,026,467	\$ 4,147,261
NET	-\$726,179	-\$1,294,798	-\$1,333,641	-\$1,373,651	-\$1,414,860	-\$1,457,306
COST RECOVERY	72%	65%	65%	65%	65%	65%

Meredyth Muth

From: Deborah Fahey <faheydeb@gmail.com>
Sent: Thursday, July 14, 2016 4:35 PM
To: Meredyth Muth
Subject: Sustainability packet for July 19 mtg

Hi Meredyth,

I would like to formally request that you attach the packet of information I gave you to the Council packet for the July 19th mtg of the City Council. I would like to reference it during the Rec Task Force presentation to Council.

Thank you,
Deb Fahey

MAN-MADE WARMING, WITH NUDGE FROM EL NIÑO, IGNITES EARTH TO 136-YEAR HIGH IN TEMPERATURES

WASHINGTON» Last year wasn't just Earth's hottest year on record — it left a century of high temperature marks in the dust.

The National Oceanic Atmospheric Administration and NASA on Wednesday announced that 2015 was by far the hottest year in 136 years of record keeping. For the most part, scientists at the agencies and elsewhere blamed man-made global warming, with a boost from El Niño.

NOAA said 2015's temperature was 58.62 degrees Fahrenheit (14.79 degrees Celsius), passing 2014 by a record margin of 0.29 degrees. That's 1.62 degrees above the 20th-century average.

NASA, which measures differently, said 2015 was 0.23 degrees warmer than the record set in 2014 and 1.6 degrees above

20th-century average.

Because of the wide margin over 2014, NASA calculated that 2015 was a record with 94 percent certainty, more than double the certainty it had last year when announcing 2014 as a record. NOAA put the number at above 99 percent — or "virtually certain," said Tom Karl, director of NOAA's National Centers for Environmental Information.

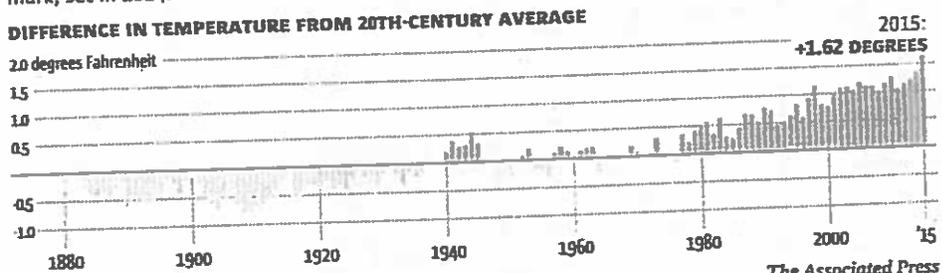
For the first time, Earth is 1 degree Celsius (1.8 degrees Fahrenheit) warmer than it was in pre-industrial times, NOAA and NASA said.

That's a key milestone because world leaders have set a threshold of trying to avoid warming of 1.5 degrees Celsius or more above pre-industrial times.

The Associated Press

Warmest year on record

The global average temperature last year was the highest on record, far surpassing the previous mark, set in 2014.



Source: National Oceanic and Atmospheric Administration



2014

**WAS THE HOTTEST
YEAR ON RECORD
GLOBALLY**

SOURCE: NOAA NCDC / CICS-NC



**CLIMATE AND WEATHER DISASTERS
IN 2012 ALONE COST THE AMERICAN**



**ECONOMY MORE THAN
\$100 BILLION**

SOURCE: NOAA



**THE 10 WARMEST
YEARS ON RECORD
ALL OCCURRED**

SINCE 1998

SOURCE: NOAA

Deal sets stage

Nearly 200 nations open doors to first global accord to fight climate change, aiming to limit rise of Earth's temperatures

By Kari Ritter, Seth Borenstein and Sylvie Corbet
The Associated Press

LE BOURGET, FRANCE Nearly 200 nations Saturday adopted the first global pact to fight climate change, calling on the world to collectively cut and then eliminate greenhouse-gas pollution but imposing no sanctions on countries that don't.

The "Paris agreement" aims to keep global temperatures from rising another degree Celsius (1.8 Fahrenheit) between now and 2100, a key demand of poor countries ravaged by rising sea levels and other effects of climate change.

Loud applause erupted in the conference hall after French Foreign Minister Laurent Fabius gavelled the agreement. Some delegates wept and others embraced.

"It's a victory for all of the planet and for future generations," U.S. Secretary of State John Kerry said, adding that the pact will "prevent the worst, most devastating consequences of climate change from ever happening."

Brazilian Environment Minister Izabella Teixeira added: "Today, we've proven that it's possible for every country to come together, hand in hand, to do its part to fight climate change."

In the pact, the countries pledge to limit the amount of greenhouse gases emitted by human activity to the same levels that trees, soil and oceans can absorb naturally, beginning at some point between 2050 and 2100.

In practical terms, achieving that goal means the world would have to stop emitting greenhouse gases — most of which come from the burning of oil, coal and gas for energy — altogether in the next half-century, scientists said. That's because the less humans pollute, the less pollution nature absorbs.

Achieving such a reduction in emissions would involve a complete transformation of how



With the Eiffel Tower as a backdrop, people Saturday gather as the "Paris agreement" on combating global warming was adopted. *Thibault Camus, The Associated Press*

Five things to know about the climate deal

- **The temperature target:** The text says that nations of the world will try to limit "the increase in the global average temperature to well below 2 degrees Celsius above pre-industrial levels and to pursue efforts to limit the temperature increase to 1.5 degrees C above pre-industrial levels."
- **How countries will get there:** The countries that sign the agreement pledge to "reach global peaking of greenhouse gas emissions as soon as possible," but the text doesn't specify a date. It says the parties to the pact will "undertake rapid reductions thereafter in accordance with best available science." This doesn't mean emissions would go to zero. It means they would go low enough that they could be offset by natural processes or advanced technologies.
- **Next steps:** The text pledges all countries to delivering, every five years, a new national pledge to reduce emissions. Each pledge, it says, should represent a progression over the prior one, and should reflect the country's "highest possible ambition."
- **Adapting to the changes that are already coming:** The text also states that countries will "engage in adaptation planning processes" to ensure that they're ready for the effects of climate change. For impacts that cannot be adapted to, the proposed accord contains a "loss and damage" section, suggesting that these cases will be addressed through a variety of means, including "risk insurance facilities, climate risk pooling and other insurance solutions."
- **Who pays?** The long-contested section on climate finance says that developed countries, including the U.S., "shall provide financial resources to assist developing country parties with respect to both mitigation and adaptation" — in other words, helping them brace for impacts but also to transition to cleaner energy systems. *The Washington Post*

ified by individual governments — at least 55 countries representing at least 55 percent of global emissions — before taking effect. It is the first pact to ask all countries to join the fight against global warming, representing a sea change in U.N. talks that previously required only wealthy nations to reduce their emissions.

"History will remember this day," U.N. Secretary General Ban Ki-moon said. "The Paris agreement on climate change is a monumental success for the planet and its people."

The deal commits countries to keeping the rise in global temperatures by the year 2100 compared with pre-industrial times "well below" 2 degrees Celsius (3.6 degrees Fahrenheit), and says they will "endeavor to limit" them even more, to 1.5 degrees Celsius. The world has already warmed by about 1 degree Celsius since pre-industrial times.

Ben Strauss, a sea level researcher at Climate Central, said limiting warming to 1.5 degrees instead of 2 degrees could potentially cut in half the projected 280 million people whose houses will eventually be submerged by rising seas.

The adoption of the agreement was held up for nearly two hours as the United States tried — successfully, in the end — to change the wording on emissions targets. The draft agreement had said developed countries "shall" commit to reducing emissions; in adopting the pact, organizers changed the language to say those countries "should" make that commitment.

Experts said the final wording means the deal probably won't need congressional approval.

The accord does represent a breakthrough in climate negotiations. The U.N. has been working for more than two decades to persuade governments to work together to reduce the man-made emissions that scientists say are warming the planet.

people get energy, and many activists worry that despite the pledges, countries are not ready to make such profound and costly changes. The deal now needs to be rat-

Core Community Values

The following Core Community Values are the foundation upon which the City of Louisville will make decisions and achieve the Community's vision.

We Value...



A Sense of Community . . . where residents, property owners, business owners, and visitors feel a connection to Louisville and to each other, and where the City's character, physical form and accessible government contribute to a citizenry that is actively involved in the decision-making process to meet their individual and collective needs.



Our Livable Small Town Feel . . . where the City's size, scale, and land use mixture and government's high-quality customer service encourage personal and commercial interactions.



A Healthy, Vibrant, and Sustainable Economy . . . where the City understands and appreciates the trust our residents, property owners, and business owners place in it when they invest in Louisville, and where the City is committed to a strong and supportive business climate which fosters a healthy and vibrant local and regional economy for today and for the future.



A Connection to the City's Heritage . . . where the City recognizes, values, and encourages the promotion and preservation of our history and cultural heritage, particularly our mining and agricultural past.



Sustainable Practices for the Economy, Community, and the Environment . . . where we challenge our government, residents, property owners, and our business owners to be innovative with sustainable practices so the needs of today are met without compromising the needs of future generations.



Unique Commercial Areas and Distinctive Neighborhoods . . . where the City is committed to recognizing the diversity of Louisville's commercial areas and neighborhoods by establishing customized policies and tools to ensure that each maintains its individual character, economic vitality, and livable structure.

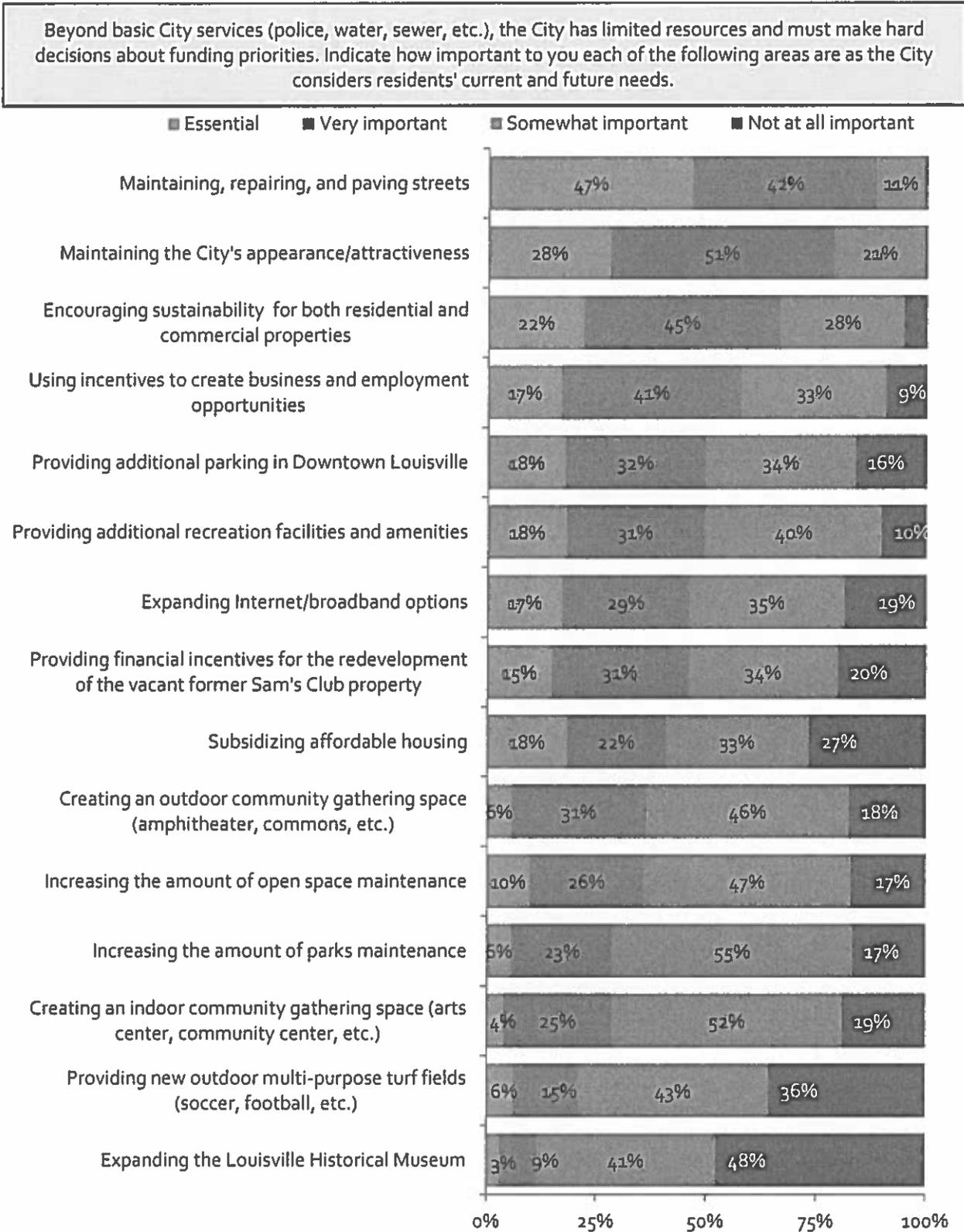


A Balanced Transportation System . . . where the City desires to make motorists, transit customers, bicyclists and pedestrians of all ages and abilities partners in mobility, and where the City intends to create and maintain a multimodal transportation system to ensure that each user can move in ways that contribute to the economic prosperity, public health, and exceptional quality of life in the City.



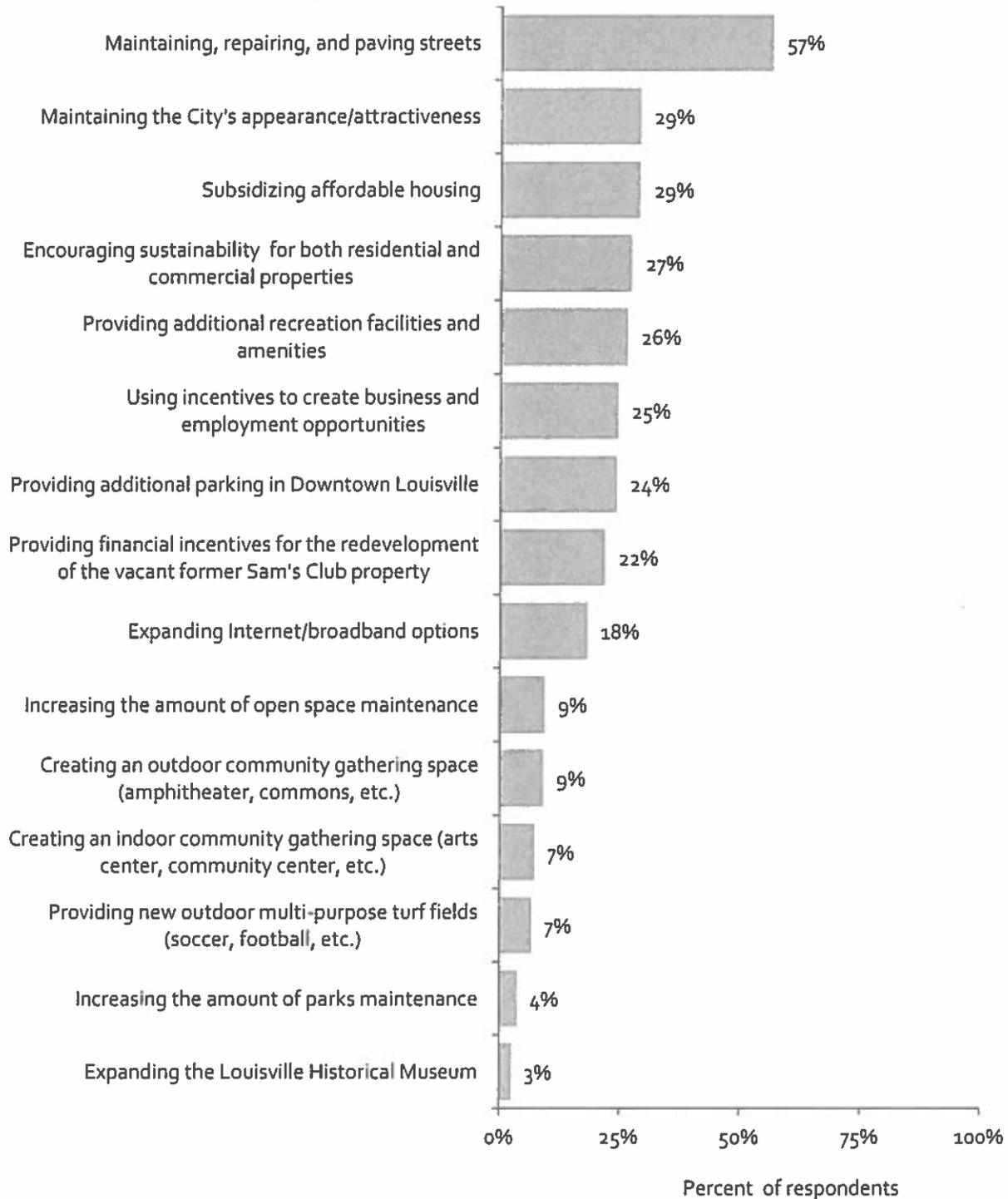
Families and Individuals . . . where the City accommodates the needs of all individuals in all stages of life through our parks, trails, and roadway design, our City services, and City regulations to ensure they provide an environment which accommodates individual mobility needs, quality of life goals, and housing options.

Figure 21: City Funding Priorities



In addition to rating the importance of each potential priority, respondents were asked to select their top three from the list of 15 projects provided. Of all of the potential projects for the City of Louisville to fund, maintaining, repairing and paving streets was indicated to be one of respondents' top three priorities by almost 6 in 10 residents, while about one-quarter or more chose maintaining the City's appearance/attractiveness, subsidizing affordable housing, encouraging sustainability, providing additional recreation facilities and amenities and using incentives to create business and employment opportunities.

Figure 22: Top Three City Funding Priorities



7

2015	Days	Electric					Gas				Summary			
		kwh/day	demand	kwh/mo	elec \$	\$/kwh	therms/d	therms/m	gas \$	\$/therm	Total Therms	Total \$/mo	Therm/sqft	\$/sqft
Jan	30	2585.3	200	76960	\$ 6,756	\$ 0.088	253.8	7614	\$ 4,260	\$ 0.56	10241	\$ 11,016	0.18	\$ 0.19
Feb	32	2315.0	198	74080	\$ 6,677	\$ 0.090	236.9	7581	\$ 4,399	\$ 0.58	10109	\$ 11,076	0.18	\$ 0.19
Mar	29	2582.1	191	74880	\$ 6,632	\$ 0.089	171.0	4958	\$ 3,015	\$ 0.61	7514	\$ 9,647	0.13	\$ 0.17
Apr	29	2824.8	202	81920	\$ 7,082	\$ 0.086	162.9	4724	\$ 2,264	\$ 0.48	7520	\$ 9,346	0.13	\$ 0.16
May	30	2560.0	197	76800	\$ 8,787	\$ 0.088	139.8	4195	\$ 2,055	\$ 0.49	6816	\$ 8,842	0.12	\$ 0.15
Jun	31	2492.9	231	77280	\$ 8,176	\$ 0.106	69.5	2153	\$ 1,274	\$ 0.59	4791	\$ 9,450	0.08	\$ 0.16
Jul	30	3205.3	255	96160	\$ 8,908	\$ 0.093	85.8	2575	\$ 1,424	\$ 0.55	5857	\$ 10,332	0.10	\$ 0.18
Aug	29	2780.7	240	80640	\$ 7,998	\$ 0.099	78.2	2268	\$ 1,315	\$ 0.58	5020	\$ 9,313	0.09	\$ 0.16
Sep	32	2605.0	222	83360	\$ 7,694	\$ 0.092	88.2	2825	\$ 1,525	\$ 0.54	5870	\$ 9,219	0.10	\$ 0.16
Oct	29	2764.1	225	80160	\$ 7,279	\$ 0.091	110.8	3214	\$ 1,759	\$ 0.55	5950	\$ 9,038	0.10	\$ 0.15
Nov	29	2631.7	197	76320	\$ 6,588	\$ 0.086	227.0	6582	\$ 3,079	\$ 0.47	9187	\$ 9,685	0.16	\$ 0.17
Dec	31	2633.1	194	82160	\$ 7,131	\$ 0.077	242.1	8474	\$ 3,819	\$ 0.45	11619	\$ 10,950	0.20	\$ 0.19
	365	2660	213	970720	\$ 87,706	\$ 0.090	157	57163	\$ 30,188	\$ 0.53	90294	\$ 117,894	1.57	\$ 2.05

**City of Louisville, Colorado
Culture & Recreation
Recreation Center Building Maintenance
2016 Budget**

Account Number	Account Description	2013 Actual	2014 Actual	2015 Budget	2015 Estimate	2016 Budget
0-442-51100-00	Regular Salaries	74,421	76,536	82,710	81,960	86,050
0-442-51120-00	Overtime Pay	1,297	1,038	1,000	1,000	1,000
0-442-51200-00	FICA Expense	5,340	5,467	6,400	6,350	6,660
0-442-51210-00	Retirement Contribution	4,144	4,246	4,600	4,560	4,790
0-442-51220-00	Health Insurance	16,823	17,567	14,710	14,550	14,350
0-442-51230-00	Workers Compensation	1,416	1,478	1,630	1,500	1,500
0-442-52200-08	Operating Supplies - Janitorial	19,821	24,513	27,500	27,500	28,000
0-442-52200-09	Operating Supplies - Safety	-	-	100	100	100
0-442-53100-14	Professional Services - Custodial	84,185	87,813	111,250	111,250	115,000
0-442-53100-16	Professional Services - Mosquito/Pest Control	873	877	1,050	1,050	1,100
0-442-53100-99	Professional Services - Other	-	-	500	500	500
0-442-53200-01	Utility Services - Gas	29,406	36,244	37,500	37,500	42,000
0-442-53200-02	Utility Services - Electricity	74,692	83,059	86,500	86,500	91,500
0-442-53200-03	Utility Services - Trash Removal	3,178	3,754	4,600	4,600	4,600
0-442-53200-05	Utility Services - Hazardous Waste	121	173	500	500	500
0-442-53200-06	Utility Services - Water	-	5,318	17,000	11,000	20,380
0-442-53300-01	Communication Services - Telephone	5,679	5,789	7,000	7,000	7,350
0-442-53300-02	Communication Services - Cellular Telephone	-	-	-	20	-
0-442-53300-05	Communications - T1 Line	8,256	6,012	12,000	8,000	8,400
0-442-53500-01	Parts/Repairs/Maintenance - Buildings/Facilities	7,204	24,421	10,000	10,000	10,000
0-442-53500-03	Parts/Repairs/Maintenance - Equipment	152	196	3,000	3,000	3,000
0-442-53500-10	Parts/Repairs/Maintenance - HVAC	21,938	14,370	1,570	9,000	9,250
0-442-53500-11	Parts/Repairs/Maintenance - Elevators	3,847	3,085	3,700	3,700	3,890
0-442-53500-13	Parts/Repairs/Maintenance - Software	-	-	-	-	850
0-442-53500-17	Parts/Repairs/Maintenance - Painting	170	-	-	-	-
0-442-53500-18	Parts/Repairs/Maintenance - Fire System	2,617	1,080	3,000	3,000	3,150
0-442-53500-19	Parts/Repairs/Maintenance - Electrical	2,207	482	2,500	2,500	2,500
0-442-53500-20	Parts/Repairs/Maintenance - Plumbing	5,317	3,080	5,000	5,000	5,000
0-442-53500-21	Parts/Repairs/Maintenance - Lighting	1,666	8,206	8,000	10,000	8,000
0-442-53500-24	Parts/Repairs/Maintenance - Pool System	1,000	3,291	2,500	11,870	2,500
0-442-53600-99	Rentals - Other	-	-	250	-	-
0-442-53810-04	Facility Maintenance Software Subscription	446	891	800	800	-
0-442-55230-01	Recreation Center Annual Maintenance	20,349	25,354	27,500	27,500	27,500
	Total Rec Center Building Maint	396,566	444,342	484,370	491,810	509,420

The Recreation Center Building Maintenance Division provides the overall maintenance of the City's Recreation Center.



Solar Power Advice

[Home](#) [About](#) [Contact](#)

Complete Solar Panel Cost Guide

An average home in the United States requires approximately 20 to 24 kWh of electricity every day. An array able to produce this much power must 4 kW or

larger (based on 5 sun hours per day). The average cost of a solar system of this size is \$17,000 and ranges from \$15,000 to \$20,000 installed (not taking any incentives into consideration).

Solar Colorado

New 2016
Solar Programs

See if you qualify

SEE IF YOU QUALIFY →

In This Guide

- Average Cost and Factors that Affect it

Pages

[Home](#)
[About](#)
[Contact](#)

Ads

homeowner or business' electricity bill. When power is drawn from the grid, this electricity credit is reduced. This process is called "net-metering" and is accomplished with a bi-directional or smart meter.

There are also grid-tied installations that reserve power in a battery backup that is used during power outages. They charge the batteries so that continuous power is available, even if the utility grid is down. When the outage is fixed, net-metering resumes.

System Size (Watts)	Monthly Generation	Cost Range
1000 - 3600	275 - 480 kwh	\$3000 - \$7250
3700 - 6000	480 - 785 kwh	\$7500 - \$11000
7200 - 12000	980 - 1600 kwh	\$11250 - \$21500
14100 - 19100	1950 - 2600 kwh	\$22500 - \$34500

Note: This data does not take tax, installation, battery backup systems or racking into consideration and are before deducting any rebates or tax credits. They are based on 5 hours of insolated sunshine per day.

Off-grid systems are usually implemented in locations that are too remote to receive service from a utility. These systems can generate AC power that can run regular appliances and electric devices. They store power in batteries that are used to supply power when sunlight is not available. Those that generate DC power are used to power remote telecommunications gear, appliances used in boats

and recreational vehicles as well as farm equipment. DC is less expensive than AC because it does not require an inverter. AC systems can power common home appliances.

System Size (Watts DC)	Monthly Generation	Cost Range
200 - 600	29 - 75 kwh	\$1000 - \$1750
1000 - 1500	130 - 200 kwh	\$3500 - \$6750
2000 - 3000	300 - 400 kwh	\$7500 - \$8500
4250 - 5750	580 - 785 kwh	\$9500 - \$16000
6000	1950 - 2600 kwh	\$16,000+

Note: This data does not take tax, installation, battery backup systems or racking into consideration and are before deducting any rebates or tax credits. They are based on 5 hours of insolated sunshine per day.

Payback Period Breakdown

The decision to install a solar energy system is often driven by environmental concerns and/or economic incentives. Either way, it offers an ROI in line with other home improvement and remodeling projects. To calculate the payback period for the project, first find out the final installed cost per watt, the electricity cost per kWh in the area, and the average number of sunlight hours in the location. Once you know this information, you can use the graph below to figure out approximately what the payback time would be.

Financing Solar Energy Projects for Municipalities

By Randy Rodgers

Executive Editor | Posted: Wednesday, December 22, 2010 11:16 am

How can municipalities help generate electricity from solar energy without actually paying for the development? The answer, increasingly, is through Power Purchase Agreements (PPAs), a financing device that entices private developers with tax credits and locks down energy costs for their public-sector partners.

While there are numerous grants and municipal bond programs that help local governments pay for their own solar installations, one federal authority said cities should think twice about investing in solar if they haven't already made their municipal operations as energy efficient as possible.

"Even though solar is sexy, the marginal dollars need to be spent on energy efficiency, because that's really where you're going to get the payback," said Jason Coughlin, senior project leader in the Strategic Energy Analysis and Applications Center of the National Renewable Energy Laboratory (NREL) based in Golden, Colo. "Unless you have dedicated funds for solar, if you've got a dollar to spend, you want to make sure you spend it first on efficiencies that will pay back in a year or two, and then look at solar."

Coughlin made his statements at the National League of Cities Congress of Cities held in Denver early this month in a session entitled, "Financing Solar Energy Projects: The Role of Local Government." The session was moderated by Gaithersburg, Md., council member Michael A. Sesma, and included presentations by Scott Morrissey, deputy director of the city of Denver's Greenprint Denver initiative, and Anne Hunt, policy director of environment for the city of St. Paul, Minn.

Denver and St. Paul are both among the 25 original member-cities of the <http://solaramericacommunities.energy.gov/cities/madison/> target= "_blank">Solar America Communities program, an effort by the U.S. Department of Energy and its NREL to rapidly increase the integration of solar energy in communities across the country.

Both Denver and St. Paul utilized PPAs to get private developers to invest in large-scale solar projects. PPAs have been used to finance solar projects since 2003 and they are



Minneapolis Convention Center

Construction of the Minneapolis Convention Center's solar energy system involved a power purchase agreement with Best Power Int'l, LLC, a grant from Xcel Energy and other funding. With 2,613 solar panels, the system is the largest PV installation in Minnesota.

now driving most commercial solar installations, according to the DOE.

"Basically, the idea is that corporate entities can take tax credits for solar, and public tax-exempt entities can't," Coughlin said. "PPA's are a way we can combine the two so that local governments can benefit intrinsically from tax credits. ... Rather than purchasing the system, you actually partner with a solar developer and give them a lease to your roof or maybe an easement. They buy the system, and then you agree to buy all the electricity from them at a fixed price over 15 to 25 years. Most large systems are being financing using this model," he said.

Morrissey said Denver currently has 4 megawatts of photovoltaic (PV) solar capacity installed on city facilities, including 3.6 megawatts located at the Denver International Airport. That project, as well as smaller installations on the roofs of the Colorado Convention Center and the Denver Museum of Nature and Science, used PPAs as one piece of a complex funding puzzle that also included utility incentives, federal grants, tax credits and other sources.

Morrissey said PPAs are a great way to "hedge against raising energy costs," since they freeze the price of electricity, potentially for decades. However, he warned, negotiating a PPA is not child's play.

"These are complex legal arrangements. It's important that you have good support from your city attorney's office. It's really critical that we think about all the issues before we start projects," he said.

As an example, Morrissey said, typical utility contracts are not structured with PPAs in mind. "So, we needed to make some changes with our public utilities commission in order to take advantage of the incentives the way we needed to," he said. Other issues, like the way solar panels impact roof warranties on buildings, might not be anticipated, so Morrissey suggested cities take the time to engage with all stakeholders early in the process and seek advice from federal agencies and cities that have experience with financing solar projects through PPAs.

Among the tax credits available to the private sector is the Federal Investment Tax Credit for Wind and Solar, which Hunt said is a 30% tax credit for residential and commercial systems available through 2016. Commercial systems enjoy an accelerated depreciation of 40% in the first year.

"From a local community perspective, one of the roles you can play when it comes to solar energy is ... removing barriers to solar installations," Coughlin said. "A lot of communities are basically operating in that realm." Examples include updating building codes and simplifying the permit process; actively supporting private-sector projects; educating the public on best practices; and helping to survey proposed solar sites to make sure solar makes sense in those locations.

Coughlin said some cities are adding property tax incentives, sales tax rebates, revolving loan funds and other benefits to encourage private development.

Hunt outlined St. Paul's "Solar Cities" partnership with Minneapolis, an initiative that gave the Solar American Communities program an example of how solar can be utilized even in the sometimes frigid northern states. The partnership's flagship project, a 600 kilowatt solar installation on the roof of the Minneapolis Convention Center, involved a PPA with Best Power Int'l, LLC, a grant from Xcel Energy and other funding. With 2,613 solar panels, the system is the largest PV installation in Minnesota. Its solar system went

online ahead of schedule in late November and will provide 750,000 kWh of renewable electricity per year, the equivalent of powering 85 homes and offsetting 539 metric tons of carbon dioxide emissions.

Westwood Renewables, recently purchased by Westwood Professional Services, provided program management, design and engineering for the convention center's solar project.

St. Paul also received a \$1 million DOE Solar Market Transformation grant in 2009 to help pay for a \$2.1 million 1 megawatt solar thermal system on the roof of the St. Paul RiverCentre, integrating the power into a district energy system that operates a biomass-fueled hot water heating system. When complete in January, 21,000 square feet of panels will be the Midwest's largest solar thermal system.

"St. Paul has the largest hot-water district energy system in North America. It powers about 80% of our downtown buildings. So, I always say that our capital complex in downtown St. Paul was green before it was fashionable," Hunt said.

"The project we proposed to the DOE was: How could you integrate a large-scale solar thermal project into an existing district energy system?"

Hunt said the Solar Cities project, which has resulted in numerous smaller commercial and residential solar energy systems throughout the region, helped the Twin Cities develop funding sources it had never used before. They included money from Xcel Energy's Renewable Development Grant Fund, utility incentives, state financial incentives, solar leasing, PPAs, Stimulus Fund grants, PACE legislation and solar bulk purchasing programs.

Bulk purchasing programs are often used in residential solar installations. Coughlin said they've worked especially well in Portland, Ore., where neighborhood associations have negotiated discounted pricing from solar installers by purchasing up to 150 solar installations at a time.

"I was in Portland a few months ago walking around these neighborhoods," Coughlin said, "and it's kind of cool to see a neighborhood where every third house has a solar system on it as a result of these bulk purchasing programs."

Smaller cities are dabbling in solar, too. Sesma said Gaithersburg, population 58,744 has built the first LEED Platinum youth center in the world. It uses passive solar features like tinted glass windows and awnings, along with 72 PV panels on the roof, to augment a variety of other energy- and water-efficient features.

"It's another way we can reduce our carbon footprint, because other than the production of the panels themselves, and the transportation and installation of them, they don't generate any carbon dioxide," Sesma said.

By ordinance, municipal buildings in Gaithersburg are required to be built as green facilities. "We used Energy Efficiency and Conservation Block Grants to complete the comprehensive energy audits to determine efficiencies that can be accomplished either by retrofit, including consideration of solar facilities, or new buildings like the youth center," Sesma said. "Our philosophy is that it would not be proper to require other people to do it if we didn't do it ourselves," he said.

Boulder deemed climate champion

By Alex Burness
Daily Camera

BOULDER» The White House has named Boulder a Climate Action Champion city, a recognition of what the administration describes as “outstanding leadership in climate resilience actions and greenhouse gas emissions reductions.”

Boulder's designation entitles the city to peer exchange and federal assistance opportunities, a news release stated.

“We're proud to be recognized by the Obama administration during an exciting time for climate action at the city,” said Mayor Suzanne Jones, in a statement released Friday.

“Our community has shown time and again we are committed to our environment, and I expect this designation will give us mo-

mentum to do even more.”

Boulder joins Anchorage, Alaska; Chicago; Phoenix; Pittsburgh and New Orleans in the latest round of designations.

The first cohort, announced in late 2014, included Boston, Minneapolis, Portland, Ore., and Seattle.

Last month, the City Council voiced early support for a target of 100 percent renewable electricity in Boulder by 2030, as part of a larger goal of 80 percent renewable energy overall by 2050.

The council is expected to vote later this year on those goals.

Energy Efficiency Upgrades at City Facilities



Achieving Energy Efficiency in City Buildings

Preserving the health and sustainability of our climate has been valued by the Boulder community for many years. It is important that the city leads by example and does its part to reduce the community's energy consumption and GHG emissions .

The city Facilities and Asset Management (FAM) division continuously evaluates strategies to meet the energy needs of the city organization at the lowest cost, including conservation, energy efficiency and renewable energy. FAM's general policy is to complete energy-saving projects that have a payback of five years or less and to purchase hybrid and high-efficiency vehicles, where possible. The Energy Performance Contract (EPC) completed in 2013 included energy-efficient indoor and outdoor lighting, occupancy sensors that control lighting, and HVAC system upgrades. The new HVAC and lighting systems use less energy and are designed to last longer.

Learn about the city's energy efficiency projects and goals by opening the tabs in the menu below.

Current City Building Energy Use

Energy Performance Contract (EPC)

Timeline

Accomplishments and Energy Savings

Project Costs

With the EPC, energy improvements are completed in city facilities and paid for over time with guaranteed savings from electricity, gas and water bills. Once the city pays off the lease agreement, it will continue to save money on its annual energy bills and maintenance costs.

By leveraging rebates and grants associated with the planned upgrades, the city will be receiving more than \$11 million worth of upgrades at a cost of \$7.8 million. The \$7.8 million is paid for over 13 to 15 years with the money that would have gone to pay utility bills if the upgrades had not been made.

Essentially, the city is not spending additional taxpayer money on this project.

Phase I, II and III Financing

Phase	Total Project Value	Xcel Solar Rewards Rebate	Xcel Standard Offer Rebate	Total Project Cost to the City
Phase I	Total Project Value \$2,888,711	Xcel Solar Rewards Rebate \$632,064	Xcel Standard Offer Rebate \$80,885	Total Project Cost to the City \$2,175,782
Phase II	Total Project Value \$8,138,999	Xcel Solar Rewards Rebate \$778,000	Xcel Standard Offer Rebate \$417,230	Total Project Cost to the City \$6,942,869
Phase III	Total Project Value \$5,205,250	Xcel Solar Rewards Rebate \$75,000	Xcel Standard Offer Rebate \$58,878	Total Project Cost to the City \$5,071,372

Phase I's total cost to the city was paid for using:

- \$1.5 million from a Qualified Energy Conservation Bond (QECCB);
- \$213,500 from an Energy Efficiency Conservation Block Grant (EECBG); and
- \$462,261 in city capital.

Phase II's total cost to the city was paid for using:

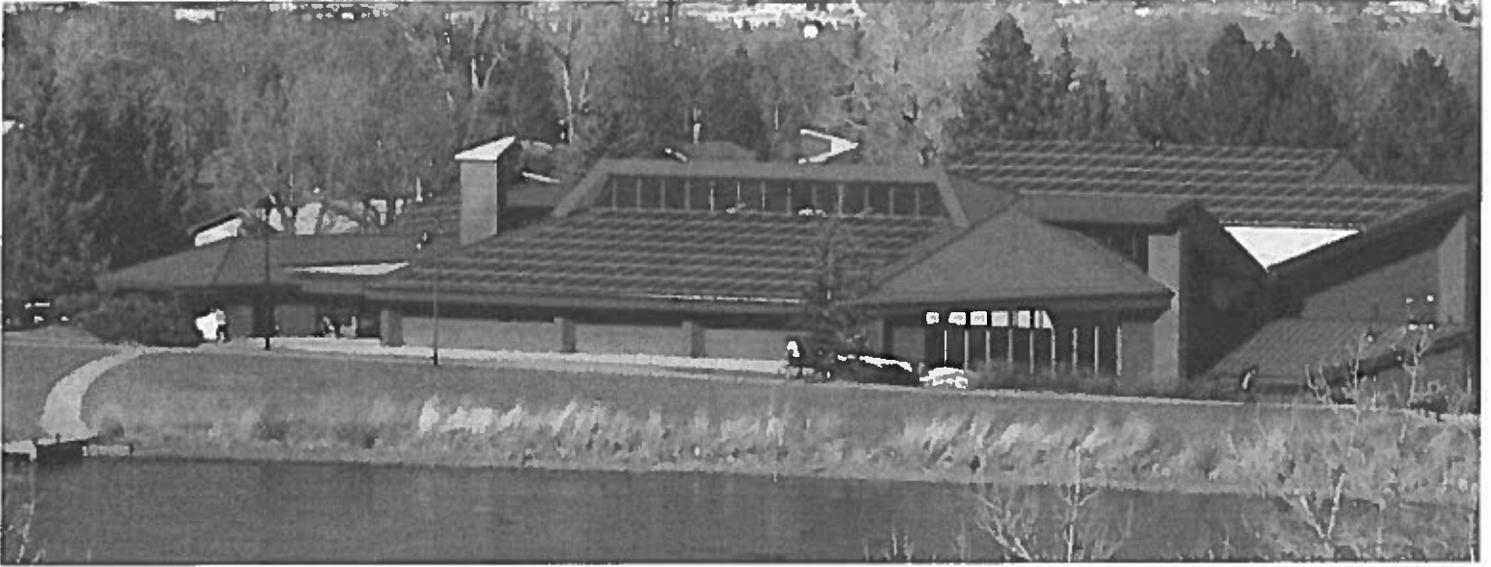
- \$6,398,033 in financing;
- \$146,499 from an EECBG;
- \$50,000 from the Colorado Carbon Fund; and
- \$398,337 in city capital.

Phase III's total cost to the city was paid for using:

- \$3,241,229 in financing; and
- \$1,524,460 in city capital

Solar Power Systems at City Facilities

Solar Power Systems at City Facilities

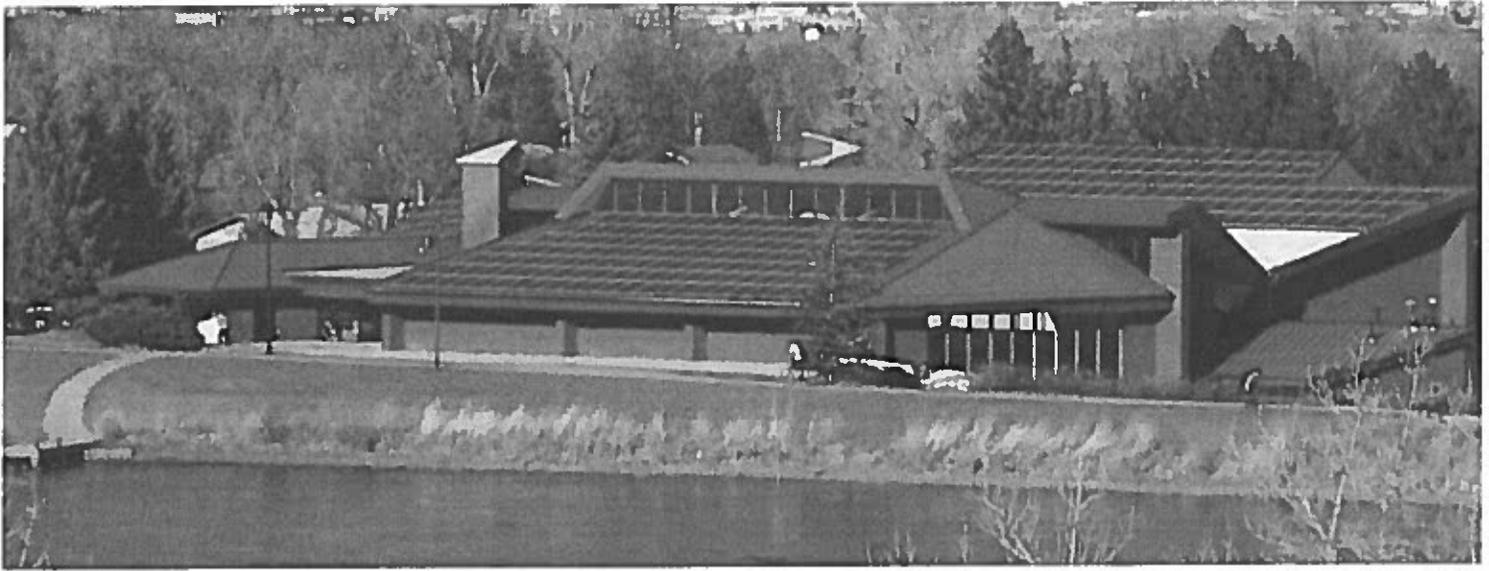


More than two megawatts of solar power is generating renewable energy and reducing operation costs at 19 City of Boulder facilities.

Solar Thermal Systems

Solar thermal systems at the East and South Boulder recreation centers to help offset the cost of heating the swimming pools. The two systems will save the city \$14,657 per year and reduce annual carbon emissions by more than 125 tons. When it was installed in 2002, the solar thermal system at the North Boulder Recreation Center was one of the city's largest solar power systems.

Solar Power Systems at City Facilities



More than two megawatts of solar power is generating renewable energy and reducing operation costs at 19 City of Boulder facilities.

Solar Thermal Systems

Solar Electric Systems

Solar electric systems offset a portion of city facilities' electric consumption and reduce the load on the community's electric grid. The collective electric output of the systems is more than 1.4 million kilowatt-hours per year. A combination of decreased electric costs and renewable energy credits will save the city \$162,655 per year and reduce annual carbon emissions by more than 1,233 tons.

Donated Solar Electric Systems

The solar electric systems at the George Reynolds Branch Library, Park Central building, and Municipal building were donated to the city in 2008. Bella Energy donated and installed the library's solar electric system, while anonymous donors funded the systems at the Park Central and Municipal buildings through the Center for ReSource Conservation (CRC).

Wastewater Treatment Plant Solar Electric System

During the past four years, the one-megawatt solar photovoltaic system at the city's Wastewater Treatment Facility has generated more than six million kilowatt-hours of electricity, saving utility ratepayers more than \$200,000. The system began generating clean, renewable power in August 2010 and has operated efficiently and reliably ever since, producing about 14 percent of the facility's annual power needs.

Electronic Gauges

Energy Performance Contract (EPC)

Contact

Joe Castro, Facilities and Fleet Manager, at 303-441-3163

Click to tab to the left

WWU SOLUTIONS

Campus Sustainability Planning Studio

Chris Armstrong

Stephen Harvey

Brian Maskal

Courtney Rondel

12 March 2012

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1.1 PROBLEM

Western Washington University has a Climate Action Plan which pushes the university to reach climate neutrality by 2050. In order to reach that goal, Western needs to find efficient sources of renewable energy to phase away from using natural gas to reduce greenhouse gases. The current water heating system for the Wade King Recreation Center is powered by natural gas and has a 25 percent energy loss, 15 percent is lost in the transition from natural gas to steam and 10 percent is lost travelling from the steam plant located near Red Square to the rec center. Annually, 274,733 pounds of carbon dioxide are emitted from burning natural gas to heat the swimming pool.

1.2 SOLUTION

By integrating a solar thermal system to heat the Wade King Recreation Center's hot water system, carbon emissions can be reduced. Western can use this pilot project to become a living laboratory for solar thermal energy; this is an opportunity to educate and influence WWU students, alumni and the community on the importance of sustainability. By investing in enough panels to produce near 100 percent solar thermal energy during the optimal months, April-November, the pool, spa and domestic hot water can reduce their carbon emissions by an estimated 72 percent. This investment includes a package of solar collectors, storage tank/solar heat exchanger, temperature controllers, expansion tank as well as installation, engineering, plumbing and permitting. This package, tailored for Pacific North West climate, has a ten year warranty and life expectancy of 20 years, the replacement cost is \$500 per collector.

1.3 FUNDING REQUIREMENTS

Based from an estimated 45 collectors needed to produce near 100 percent solar thermal energy for the pool during the optimal months, the commercial rate through a Bellingham solar thermal company, Western Solar, is \$157,500. Three funding options are; the Wade King Recreation Center, the Student Green Energy Fee Program and additional grants or incentives. For a payback period of eight years the rec center would invest \$41,600. After the payback period the rec center would save \$5,200 annually in natural gas costs. The remaining \$115,900 would be funded by the Student Green Energy Fee Program. Additional funds and incentives can potentially supplement the rec center and or green energy fee.

1.4 CASE STUDIES

Colorado at Colorado Springs Recreation Center Solar Thermal Site

Colorado at Colorado Springs used part of a 2.3 million dollar Energy Performance Bond to finance a solar thermal system of 68 evacuated tube collectors on their LEED certified recreation center. The collectors were estimated to heat two thirds of the pool water annually. However the collectors currently heat near 100 percent of the pool annually, and the system has now been tied to heat domestic hot water. This integration into the domestic hot water would have been more cost efficient if included in the initial installation. Colorado is a peer institute to Western Washington University and has a goal of reducing the universities greenhouse gas emissions 80 percent by 2050. The students on campus support these projects and introduced a student green fee of 5 dollars per quarter for the next 5 years to support solar power initiatives.

Everett Naval Station:

The Everett Naval Station recently partnered with Western Solar to install 120 flat plate solar thermal collectors to heat their 365,000 gallon swimming pool. The ratio of one collector to 3,041 gallons was used to determine the amount of collectors needed for Wade King Recreation Center's 138,000 gallon pool. The Btu output of 45 collectors is near the maximum Btu capacity of the Western's pool heat exchanger.

2.0 STATEMENT OF NEED

The Wade King Recreation Center will need an estimated 45 collectors to heat the swimming pool. This installation at the commercial rate provided by Western Solar is \$157,500. To be cost efficient, it will be best to apply the domestic hot water, spa and pool to the solar thermal system. This would be cost efficient because it is less expensive to install a solar thermal system to all hot water systems with the same permit, plumbing, engineering, and installation process versus treating each system separately. Additional collectors could be added in the future which would reduce more carbon dioxide emissions.

3.0 PROJECT DESCRIPTION

This pilot project proposes that the recreation centers swimming pool will use approximately 45 8X4 ft. Flat Plate Solar Thermal Collectors and a 700 gallon storage tank/solar heat exchanger. The system runs off a food grade nontoxic glycol closed loop which prevents freezing in winter months. A heat expansion tank used in the system prevents overheating during summer months; this expansion tank captures boiling glycol when in the gas phase, containing it until cooled back into a liquid. Automated temperature controls program the supply of solar thermal heat to the pool, which can either bypass or be supplemented by the steam heat exchanger.

3.1 METHODS

To determine if the recreation center would be a prime location to install solar thermal collectors, a tool called the Solar Pathfinder was used to collect data in two locations on the roof. The collected data included areas of available sun proving the rec center is an optimal location for solar collection. The pool heat exchanger has an estimated 90 gallon per minute flow rate, which is the maximum flow rate. All of the natural gas prices and CO2 emissions are based off this flow rate. For implementation of this project, the Wade King Recreation Center will need to give approval and following this approval; an application for the Student Green Energy Fee will be submitted. After funding is figured out, a solar company will be contracted to supply and potentially install the collectors. After the installation, once every six months the collectors will have to be hosed down to clear dust and every two to three years a solar technician will have to check the glycol levels.

3.2 STAFFING/ADMINISTRATION

Western Solar, Facilities Management, the Green Energy Fee, Wade King Recreation Center faculty and staff as well as Western's Faculty and Staff were key resources for developing this project.

- Brad Johnson, the Chairman of the WWU Physics department is sponsoring this project to apply for the Student Green Energy Fee.
- Facilities Management has provided information on the current heating system of the pool including flow rates, BTU's for the heat exchangers, steam and gas.
- Western Solar explained the solar thermal system, engineering and costs.
- Kathryn Freeman, the director of the Green Energy Fund Grant Program provided potential funding routes.
- Sandy Fugami, Facilities Management Mechanical Engineer, explained the mechanical engineering of the current system in regards to implementing a solar thermal system.

3.3 EVALUATION

This project is for the students, faculty and staff of Western as well as the general public. WWU's rec center has been used at least once by 91 percent of all students. This high visibility can provide an excellent educational tool for promoting sustainability through renewable energy, especially since the rec center is a starting point for campus tours. An informational kiosk in the lobby can showcase the solar system's functions and benefits. Multiple majors including energy, material science, economics, environmental studies and science can use this project as a learning site.

3.4 SUSTAINABILITY

Solar thermal energy can be used to create a living laboratory; "As we seek to change what is around us, we must seek to change what is within us also."- Leith Sharp, "Green Campuses: the Road from Little Victories to Systematic Transformations" In order to change the unsustainable energy sources around Western, Western must first learn to change the energy sources within it. By harnessing heat from the sun, through this project, Western can take an important step to becoming a leader in reducing and hopefully eliminating anthropogenic negative impacts to earth. Natural gas has a nonrenewable supply, eventually this source can run out. By implementing solar thermal, long term energy security and resource conservation can be achieved.

4.0 BUDGET

With 45 8X4ft. flat plate collectors at the commercial price of \$3500 each, this project is estimated to cost \$157,500. For the Wade King Recreation Center to have an eight year payback they would invest \$41,600 and after eight years they will receive a savings of \$5,200 per year. The remaining \$115,900 will be supplied by the Student Green Energy Fee. Additional grants and incentives can supplement the rec center and or the green energy fee.

5.0 FUTURE WORKS

To calculate the exact number of panels needed, a panamatrix flow meter will be used to determine the correct flow rate of the pool, spa, and domestic heat exchangers. If the solar thermal system is installed to heat the entire hot water system at the rec center, additional solar collectors can be added to provide a greater percentage of annual solar collection. If this project proves successful it could be expanded to existing buildings on campus such as Carver Gym, dormitories and other buildings that use large amounts of hot water.

6.0 CONCLUSION

In conclusion this project will reduce carbon dioxide emitted from natural gas, as well as lower the amount of natural gas burned to heat water at the rec center. Investing in solar thermal will save the rec center money spent on annual utility bills. The returned savings from this project could be implemented towards other alternative energy projects at the recreation center that will educate and influence students about sustainability. The estimated 45 solar collectors will produce near 100 percent solar thermal energy for the pool during the optimal months

APPENDIX

1.0A ADDITIONAL CASE STUDIES

These following case studies helped us jump-start our research on solar thermal installations.

Case Study #1: Point Loma Nazarene University Solar Thermal Hot Water System

Point Loma Nazarene University is a small Christian Liberal Arts school with just 3,500 students. However small, PLNU is projected to save over \$1.6 million dollars in the next twenty years with a new Photovoltaic (PV) system and solar thermal hot water system. Granted this school is located in San Diego, California, installing a 54 kW solar water heating system, can heat up to 940 gallons of hot water a day and save the university \$5,000 annually in utility bills. PLNU is dedicated to implementing renewable energy throughout the university in a way in which it teaches the students about its sustainable choices through forums and sustainability classes. The heating system was financed by the students at PLNU by their contribution to the university's Green Fund of \$5 every semester, which raises \$25,000 a year for sustainability projects and the students chose to save the money for 2.5 years to buy the system outright without financing. This particular water system was used for the student dorms.

Case Study #2: Western Kentucky University Preston Pool Solar Thermal Project

Western Kentucky University is the fastest growing university in Kentucky with over 21,000 students and is still expected to grow in the coming years. As a result, WKU is looking for ways to reduce energy costs. The solar thermal project, which is part of an Energy Savings Performance Contract completed by Johnson Controls, will sustainably heat the Preston Center Pool for approximately ten months out of the year, and save the University around \$11,000 annually. The array will keep the pool heated at a constant 80-83 degrees Fahrenheit when in operation. The system consists of an eighty-eight panel solar thermal array that initially cost \$96,410 and will pay for itself in a little under 9 years.

Case Study #3: Solar Photovoltaic installation at James Madison University

JMU installed a 255 solar panel array on top of their ETEC building in 2003. The project cost 120,000 dollars, which was funded primarily through the university but also received a grant from the Virginia Alliance of Solar Energy. The current system provides approximately 10k watts of electricity to the building. While it does not power the entire building, the current system is set-up so that several dozen more panels can be added. The panels are set to last 20 years given proper maintenance. Other than being a source of electricity, it serves as an important teaching tool to students at the university.

2.0A INSIDER INTERVIEWS

From these contacts, we were able to collect valuable information relating to Western's current energy use and heating system and information to conduct a solar site assessment for the demonstration site.

Interviewer: Courtney Rondel
Interviewee: Josh Miller
Position: Project Manager at Western Solar
Contact: (360) 393-1288 josh@westernsolarinc.com

Josh will help us understand solar energy, through efficiency measures such as *solar flux* and *air mass data*. These measures will help us calculate the conversion efficiency of WWU's present recreation center heating system versus the potential solar heating system. Josh will also help the project by providing a solar site assessment, which will help us narrow down the best location on campus for solar thermal. The size and cost of this project is TBD, however if WWU were to implement solar thermal, at least one 75-gallon tank, (whether that be paired with evacuated tube collectors or flat plate collectors will be determined on the site assessment) will be purchased at a projected \$11k. Funding is still being calculated and therefore an estimate is currently unavailable. Currently, Josh and Western Solar are skeptical about being involved in this project since funding is not yet determined, as well as acceptance of the final result of this project. As a pilot project, Western Solar is weary about helping us build a design due to the chance that if we release an RFP, another firm could take their design and partner with WWU at a lower cost, stealing Western Solar's design and business. The biggest challenges we currently face are funding, conversion efficiency and projected installation. We know that solar thermal can work for Western, however we do not know if solar thermal is the best choice, given that future technology is still in the works. For example, a Hybrid Solar-Wind Forecasting system that Western is working on, would be much more efficient in our region since sunlight is sparse.

Interviewer: Chris Armstrong
Interviewee: Sandy Fugami
Position: Mechanical Engineer 3
Contact: (360) 650-2230

Sandy and I met to discuss the Facilities Improvement Measures (FIMs) that McKinstry had proposed. She didn't have any information on any solar thermal projects, but she did have some leads that will help us move ahead with the project. While we were discussing the FIMs she explained to me that the main reason why Facilities Management decided not to go with any solar thermal improvements is because of the long payback

period. They chose not to include any because the return on investment was more than 10 years.

We also talked about possible alternative places to put up a solar thermal display. The two most likely candidates as an alternative to the rec center that we thought of were the Campus Services building or at the Physical Plant because they are not connected to the steam heating system, they have their own boilers. While those two choices are good for a small system, they aren't highly visible. Both are a little out of the way and couldn't be used effectively as an educational tool.

Interviewer: Brian Maskal

Interviewee: Adam Leonard

Position: Associate director of Wade King Recreation Center

Contact: (360) 650-4972

Adam Leonard expressed his openness to a clean sustainable source of energy such as solar thermal being instituted in the recreation center. He was adamantly clear though that it would require a lot of research into cost and effectiveness to convince himself and Director Marie Saylor that this was the best thing for the recreation center. Also, we would need to thoroughly and clearly represent our data and findings to the director of the recreation facility in order to persuade them.

Interviewer: Stephen Harvey

Interviewee: Kevin Gilford

Position: Office of Sustainability Assistant Director of Colorado University at Colorado Springs

Contact: (719) 255-3089

The project has been a huge success at the Rec Center with the solar thermal system supplying "near 100%" of the energy to heat the pool water. There is excess heat that is dissipated and now engineers are looking to hook this extra heat into the shower/faucet system. There was never in depth analytical data analysis done with the cost benefits and electricity saved by the solar thermal system. Originally the system was expected to pay off two to three times within its 30+ year life, but now that payback times has decreased.

3.0A NATURAL GAS AND THE ENVIRONMENT

Fossil Fuel Emission Levels

- Pounds per Billion Btu of Energy Input Pollutant Natural Gas

Carbon Dioxide 117,000

Carbon Monoxide 40

Nitrogen Oxides 92

Sulfur Dioxide 1

Particulates 7

Mercury 0.000

*Source: EIA - Natural Gas Issues and Trends 1998. <http://naturalgas.org/environment/naturalgas.asp>

You are here: Home (<https://www.cabq.gov>) / Municipal Development (<https://www.cabq.gov/municipaldevelopment>) / Renewable Energy (<https://www.cabq.gov/municipaldevelopment/renewable-energy>) / Solar Projects (<https://www.cabq.gov/municipaldevelopment/renewable-energy/solar-projects>) / Solar Thermal Water Heater at City Pools

Architects, Engineers & Contractors
(<https://www.cabq.gov/municipaldevelopment/architects-engineers-contractors>)

Solar Thermal Water Heater at City Pools

Solar water heating systems reduce the City's dependence on natural gas for heating swimming pool water.

Online Services
(<https://www.cabq.gov/municipaldevelopment/online-services>)

Solar collectors absorb sunlight converting it into heat which is transferred to the water in the collectors piping system. The water is pumped from the pool through the collector and returned to the pool through the existing pool water heater. The solar collectors are laid out and fastened to the roof of the facility in an open area that maximizes the solar collection over the course of the year.

Featured Projects
(<https://www.cabq.gov/municipaldevelopment/featured-projects>)

The solar systems have heat controllers that manipulate valves that provide water to the solar collectors, return heated pool water to the pool and protect the collector system from freezing.

Frequently Asked Questions
(<https://www.cabq.gov/municipaldevelopment/frequently-asked-questions>)

The control system ensures that the pool is kept at the desired temperature during the day and does not cool the pool at night.

These projects involve the installation of roof mounted solar collectors systems, necessary piping, associated pumping and controls to provide solar pool heating systems for each facility.

Programs
(<https://www.cabq.gov/municipaldevelopment/programs>)

The systems were sized to match the required heat load of each pool and maximize the output of the collectors.

Maps
(<https://www.cabq.gov/municipaldevelopment/maps>)

Highland Pool

Highland Pool Capacity: 300,000 gallons
Pool Area: 7,500 sq/ft
66 Solar collector panels for a total of 5,000 sq/ft
Output: 3,734,400 BTU/Day and a 7.5 Hp water booster pump



Renewable Energy
(<https://www.cabq.gov/municipaldevelopment/renewable-energy>)

City Wide Energy Efficiency Devices
(<https://www.cabq.gov/municipaldevelopment/energy/city-wide-energy-efficiency-devices>)

West Mesa Pool

West Mesa Pool Capacity: 300,000 gallons
Pool Area: 7,500 sq/ft
136 Solar collector panels for a total of 7,360 sq/ft
Output: 5,290,400 BTU/Day and a 7.5 HP water booster pump



City Wide Lighting Upgrades
(<https://www.cabq.gov/municipaldevelopment/energy/city-wide-lighting-upgrades>)

Sandia Pool

Sandia Pool Capacity: 300,000 gallons
Pool Area: 6,090 sq/ft
120 Solar collector panels for a total of 5,000 sq/ft.
Output: 4,980,000 BTU/Day and a 7.5 HP water booster pump



Cool Roof Systems
(<https://www.cabq.gov/municipaldevelopment/energy/cool-roof-systems>)

Los Altos Pool

Los Altos Pool Capacity: 183,000 gallons
Pool Area: 5,166 sq/ft.
64 Solar collector panels for a total of 2,560 sq/ft.
Output: 2,489,600 BTU/Day and a 5 HP water booster pump



HVAC Energy Efficiency upgrades
(<https://www.cabq.gov/municipaldevelopment/energy/hvac-energy-efficiency-upgrades>)

Solar Projects
(<https://www.cabq.gov/municipaldevelopment/renewable-energy/solar-projects>)

Alamosa Community Center
Thin Film PV
(<https://www.cabq.gov/municipaldevelopment/renewable-energy/solar-projects/alamosa-community-center-thin-film-pv>)

Valley Pool Capacity: 250,000 gallons
Pool Area: 7,057 sq/ft
88 Solar collector panels for a total of 3,520 sq/ft.
Output: 3,423,200 BTU/Day and a 7.5 HP water booster pump.



AFD Academy Ground Mounted
PV Array
(<https://www.cabq.gov/municipaldevelopment/renewable-energy/solar-projects/afd-academy-ground-mounted-pv-array>)

Annual avoided cost for natural gas and electricity: \$104,184
Annual reduction in CO2 equivalents: 252,132 pounds of CO2
Budget: \$418,516
Funding Source: 1% for Energy Conservation Set-a-side for Capital Improvements
Payback: 4.4 years

Cerro Colorado Ground
Mounted PV Array
(<https://www.cabq.gov/municipaldevelopment/renewable-energy/solar-projects/cerro-colorado-ground-mounted-pv-array>)

Don Newton Taylor Ranch
Community Center Thin Film PV
(<https://www.cabq.gov/municipaldevelopment/renewable-energy/solar-projects/don-newton-taylor-ranch-community-center-thin-film-pv>)

Solar Thermal Water Heater at
City Pools
(<https://www.cabq.gov/municipaldevelopment/renewable-energy/solar-projects/solar-thermal-water-heater-at-city-pools>)

Los Volcanes Senior Fitness
Center Thin Film PV
(<https://www.cabq.gov/municipaldevelopment/renewable-energy/solar-projects/los-volcanes-senior-fitness-center-thin-film-pv>)

Our Department
(<https://www.cabq.gov/municipaldevelopment/our-department>)

Residents
(<https://www.cabq.gov/municipaldevelopment/residents>)

Municipal Development Events
(<https://www.cabq.gov/municipaldevelopment/events>)

Latest from Twitter
(<http://twitter.com/@abqdmd>)

RESOLUTION NO. 1937

A RESOLUTION OF THE GOLDEN CITY COUNCIL
ESTABLISHING A LEADERSHIP IN ENERGY AND
ENVIRONMENTAL DESIGN GREEN BUILDING
CERTIFICATION GOAL FOR MUNICIPAL BUILDINGS

WHEREAS, buildings consume 72% of the electricity and 30% of the total waste generated in the United States according to the United States Green Building Council (USGBC); and

WHEREAS, green buildings reduce the use of non-renewable energy, minimize environmental pollutants, reduce the use of water, lower life-cycle costs, promote economic development and increase the productivity of the occupants; and

WHEREAS, the USGBC's Leadership in Energy and Environmental Design (LEED) Green Building Rating System and Certification is a nationally recognized standard for promoting sustainable, energy-efficient buildings that achieve significant cost savings over their lifespan; and

WHEREAS, the Golden Community Sustainability Advisory Board recommends a goal of LEED-NC Silver to highlight the City as a leader in green building and serve as an example for the development community regarding the City's commitment to sustainability; and

WHEREAS, the USGBC Green Building Rating System compliments existing policies related to energy efficiency and natural resource conservation including the Comprehensive Plan, Sustainability Initiative, and Resolution No. 1793 regarding targeted goals pertaining to new construction and reduction of city operations energy use.

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

Section 1. The USGBC LEED Silver certification is hereby adopted as a standard for future renovations and new construction of municipal-owned buildings subject to the following criteria.

- A. This standard shall apply to buildings or building projects in excess of 5,000 square feet in area.
- B. Whenever feasible, the City will consider application of the standard for smaller size buildings and projects.
- C. Whenever project resources and conditions permit, buildings shall strive for the highest level of certification (currently Platinum).

Section 2. For buildings that are technically infeasible to obtain the LEED Silver designation, City staff shall incorporate as many best practices of green building as feasible into the design and construction process.

Section 3. City Council may grant exceptions to this Policy when it deems necessary.

Adopted this 4th day of December, 2008.



Jacob Smith
Mayor



Susan M. Brooks

Susan M. Brooks, MMC
City Clerk

Approved as to form:

DLW

David S. Williamson
City Attorney

I, Susan M. Brooks, City Clerk of the City of Golden, Colorado, do hereby certify that the foregoing is a true copy of a certain Resolution adopted by the City Council of the City of Golden, Colorado at a rescheduled regular business meeting thereof held on the 4th day of December, A.D., 2008.



ATTEST:

Susan M. Brooks

Susan M. Brooks, City Clerk of the City of
Golden, Colorado

**SUBJECT: CALLING A SPECIAL ELECTION FOR NOVEMBER 8, 2016 AND
SUBMITTING TO THE LOUISVILLE VOTERS TABOR BALLOT
ISSUES**

- 1. RESOLUTION NO. 34, SERIES 2016 – A RESOLUTION
CALLING A SPECIAL ELECTION FOR NOVEMBER 8, 2016,
TO BE CONDUCTED AS A COORDINATED ELECTION, FOR
THE PURPOSE OF SUBMITTING TABOR BALLOT ISSUES
TO THE REGISTERED ELECTORS OF THE CITY**
- 2. ORDINANCE NO. 1723, SERIES 2016 – AN ORDINANCE
SUBMITTING TO THE REGISTERED ELECTORS OF THE
CITY AT THE NOVEMBER 8, 2016 SPECIAL ELECTION A
BALLOT ISSUE CONCERNING INCREASES IN CITY DEBT
AND PROPERTY TAXES FOR THE PURPOSE OF
CONSTRUCTING, EXPANDING AND RENOVATING THE
LOUISVILLE RECREATION/SENIOR CENTER AND THE
POOL FACILITIES AT MEMORY SQUARE PARK, AND
AUTHORIZING OTHER ACTIONS REGARDING THE
CONDUCT OF SUCH ELECTION – 1ST Reading – Set Public
Hearing 08/02/2016**
- 3. ORDINANCE NO. 1724, SERIES 2016 - AN ORDINANCE
IMPOSING AN ADDITIONAL 0.15 PERCENT SALES AND
USE TAX BEGINNING JANUARY 1, 2018, TO BE USED FOR
OPERATING AND MAINTAINING THE LOUISVILLE
RECREATION/SENIOR CENTER, POOL FACILITIES AT
MEMORY SQUARE PARK AND OTHER RECREATION
FACILITIES, AND TO BE IMPOSED ONLY IF THE
REGISTERED ELECTORS OF THE CITY APPROVE A
BALLOT ISSUE FOR CONSTRUCTING, EXPANDING AND
RENOVATING THE LOUISVILLE RECREATION/SENIOR
CENTER AND THE POOL FACILITIES AT MEMORY
SQUARE PARK; AND PROVIDING FOR THE SUBMISSION
OF THE ORDINANCE TO A VOTE OF THE REGISTERED
ELECTORS AT A SPECIAL ELECTION TO BE HELD
NOVEMBER 8, 2016 – 1ST Reading – Set Public Hearing
08/02/2016**

DATE: JULY 19, 2016

**PRESENTED BY: MALCOLM FLEMING, CITY MANAGER
HEATHER BALSER, DEPUTY CITY MANAGER
KEVIN WATSON, FINANCE DIRECTOR
JOE STEVENS, PARKS AND RECREATION DIRECTOR**

SUMMARY:

Resolution No. 34, Series 2016 calls a special election for November 8, 2016 to be conducted as a coordinated election, for the purpose of submitting TABOR ballot issues to the registered voters of Louisville concerning proposed City debt issuance and property and sales and use tax increases.

Ordinance No. 1723, Series 2016, submits to the voters of the City of Louisville a TABOR ballot issue regarding an increase in City debt and property taxes to construct, expand, and renovate the Louisville Recreation/Senior Center and the pool facilities at Memory Square Park.

The proposed debt amount for the new expanded and renovated Recreation/Senior Center and improvements to Memory Square Park is based on construction cost of \$28.3 million and an additional \$300,000 for financing/issuance costs for a total of \$28.6 million. A summary of those costs, consistent with the previous presentation from the Task Force is as follows:

Site construction	\$2,733,892
New Additions	\$20,520,773
Existing Area Renovation	\$3,266,438
Memory Square Improvements	\$1,385,395
Project Management	<u>\$392,905</u>
Subtotal of Construction Costs	\$28,299,403
Bond Issuance Costs	\$300,000
Project Total Cost	\$28,599,403

More detail on the specifics for project costs are attached for reference.

Based on a bond issue of \$28.6 Million, the property tax rate to pay the debt service is estimated at 3.35 mills. This assumes a relatively flat growth rate in assessed valuation. The 3.35 mill levy also assumes an interest rate on the bonds of 4.138% and a 25-year term. The total amount of debt service payments, including both principal and interest, over the 25 years will be approximately \$45,400,000. Using current assessment ratios, this increase in 3.35 mills equates to an annual increase in property taxes of approximately \$107 on a \$400,000 house or \$133 on a \$500,000 house.

Ordinance No. 1724, Series 2016, imposes an additional 0.15 percent sales and use tax beginning January 1, 2018 to be used for operating and maintaining the Louisville Recreation/Senior Center, pool facilities at Memory Square Park and other recreation facilities. This ordinance sets the ballot title and submits the proposed 0.15 percent tax to the voters.

SUBJECT: CALLING SPECIAL ELECTION FOR NOVEMBER 8, 2016

DATE: JULY 19, 2016

PAGE 3 OF 3

Staff estimates that a 0.15 percent sales and use tax will generate approximately \$575,000 in sales and use tax revenue. A detailed projection on how the \$575,000 was determined is included in the City Council packet. An increase in sales tax of 0.15 equates to an additional 15 cents on every \$100 spent. This \$575,000 annually is to cover the additional operations and maintenance necessary for the expanded and renovated facilities. This would be ongoing beyond the 25-year debt financing to construct the new and expanded facilities. The tax would begin collection in January of 2018 when the new facility would be under construction, and the ballot title states that the additional tax would be imposed only if the financing for the construction is approved. The debt question does not include language stating that the project will not proceed if the operations and maintenance tax does not pass. However, given budget impacts, in order for the expanded and renovated facilities to be constructed, both the debt question and the sales and use tax increase for maintenance and operations would need to be approved by the voters.

This is staff's best estimate on the 2018 sales and use tax rate necessary to collect \$575,000 annually. Under TABOR (and regardless of the City's deBrucing), should the amount collected exceed the \$575,000 stated estimate in the first year only, the City would need to refund the excess revenue unless additional voter approval were given to retain the excess.

FISCAL IMPACT:

In order to finance \$28.6 million in construction for an expanded and renovated Louisville Recreation/Senior Center and pool facilities at Memory Square Park, a TABOR ballot question proposing a borrowing for that principal amount, and an accompanying property tax increase of 3.35 mills will be submitted to Louisville voters on November 8, 2016. Additionally, a question proposing 0.15 percent increase in the sales tax rate will be submitted to the Louisville voters on November 8, 2016 to pay for the additional operations and maintenance necessary for the expanded and renovated facilities.

RECOMMENDATION:

Approve Resolution No. 34, Series 2016, and Approve Ordinance No. 1723, Series 2016 and Ordinance No. 1724, Series 2016 on first reading and set the public hearing for August 2nd, 2016

ATTACHMENT(S):

1. Resolution No. 34, Series 2016
2. Ordinance No.1723, Series 2016
3. Ordinance No.1724, Series 2016
4. Construction Cost Detail
5. O&M Cost Detail, Study and Proforma

**RESOLUTION NO. 34
SERIES 2016**

A RESOLUTION CALLING A SPECIAL ELECTION FOR NOVEMBER 8, 2016, TO BE CONDUCTED AS A COORDINATED ELECTION, FOR THE PURPOSE OF SUBMITTING TABOR BALLOT ISSUES TO THE REGISTERED ELECTORS OF THE CITY

WHEREAS, a statewide general election will occur on November 8, 2016; and

WHEREAS, the City Council finds it in the best interests of the City of Louisville to call a special election for November 8, 2016 for the purpose of referring to the registered electors of the City TABOR ballot issues concerning proposed City debt and taxes; and

WHEREAS, pursuant to Section 6-3 of the Home Rule Charter, the City Council may call a special election by resolution adopted not less than 60 days prior to the date of the election;

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

Section 1. A special election is hereby called to be held on Tuesday, November 8, 2016 as part of a coordinated election.

Section 2. The purpose of the special election will be to submit to the registered electors of the City TABOR ballot issues concerning proposed City debt and property and sale and use tax increases. The City Council may submit such TABOR ballots issues to appear on the ballot of the special election by the adoption of appropriate resolutions or ordinances as required by law.

Section 3. The officers and employees of the City are hereby authorized and directed to take all necessary and appropriate actions to effectuate the provision 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 special municipal election to be held on November 8, 2016, and such election shall be conducted as part of the coordinated election.

PASSED AND ADOPTED this ____ day of _____, 2016.

Robert P. Muckle, Mayor

ATTEST:

Meredyth Muth, City Clerk

**ORDINANCE NO. 1723
SERIES 2016**

AN ORDINANCE SUBMITTING TO THE REGISTERED ELECTORS OF THE CITY AT THE NOVEMBER 8, 2016 SPECIAL ELECTION A BALLOT ISSUE CONCERNING INCREASES IN CITY DEBT AND PROPERTY TAXES FOR THE PURPOSE OF CONSTRUCTING, EXPANDING AND RENOVATING THE LOUISVILLE RECREATION/SENIOR CENTER AND THE POOL FACILITIES AT MEMORY SQUARE PARK, AND AUTHORIZING OTHER ACTIONS REGARDING THE CONDUCT OF SUCH ELECTION

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 of Louisville Home Rule Charter (the “City Charter”); and

WHEREAS, the members of the City Council of the City (the “City Council”) have been duly elected and qualified; 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 increase in any tax rate, the creation of any debt, and the spending of certain funds above limits established by TABOR; and

WHEREAS, pursuant to Article 12 and Section 4-8 of the City Charter, the City may authorize the issuance of bonds, the imposition of new taxes and the increase of a tax rate by ordinance and upon approval of the registered electors of the City; and

WHEREAS, the City Council is of the opinion that the City should issue bonds and increase the City’s property tax mill levy for the payment of such bonds, as further stated in this ordinance; and

WHEREAS, TABOR requires that the City submit ballot issues, as defined in TABOR, to the City’s registered electors on specified election days before action can be taken on such ballot issues; and

WHEREAS, the City Council has adopted a resolution calling a special election for November 8, 2016 and the City will hold a special election on such date; and

WHEREAS, November 8, 2016, is one of the election dates at which TABOR ballot issues may be submitted to the registered electors of the City pursuant to TABOR; and

WHEREAS, the Boulder County Clerk and Recorder will conduct the election on November 8, 2016 as a coordinated election pursuant to the Uniform Election Code of 1992, as amended; and

WHEREAS, the City Council finds it is in the best interest of the City to refer a TABOR ballot issue to a vote of the registered electors of the City at the November 8, 2016, special election pursuant to Article X, Section 20 of the Colorado Constitution.

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

Section 1. Pursuant to applicable provisions of the laws of the State of Colorado and the City of Louisville Home Rule Charter, the City Council hereby submits to the registered electors of the City at the City of Louisville special election to be held on November 8, 2016 (the “election”), the ballot issue specified in Section 2 of this ordinance.

Section 2. 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 election to be held on November 8, 2016:

SHALL CITY OF LOUISVILLE DEBT BE INCREASED \$28,600,000, WITH A REPAYMENT COST OF UP TO \$45,400,000; AND SHALL CITY OF LOUISVILLE TAXES BE INCREASED UP TO \$1,820,000 ANNUALLY, OR BY SUCH LESSER AMOUNT AS MAY BE NECESSARY TO PAY SUCH DEBT FROM AN ADDITIONAL AD VALOREM PROPERTY TAX MILL LEVY NOT TO EXCEED 3.350 MILLS TO BE IMPOSED FOR A PERIOD NOT TO EXCEED TWENTY FIVE YEARS; SUCH DEBT AND TAXES TO BE FOR THE PURPOSE OF CONSTRUCTING, EXPANDING AND RENOVATING THE LOUISVILLE RECREATION/SENIOR CENTER AND THE POOL FACILITIES AT MEMORY SQUARE PARK, TO INCLUDE ALL NECESSARY LAND, EQUIPMENT, FURNISHINGS, IMPROVEMENTS AND INCIDENTALS FOR SUCH FACILITIES; SUCH DEBT TO BE EVIDENCED BY THE ISSUANCE OF BONDS OR BONDS ISSUED TO REFUND SUCH BONDS; SUCH BONDS TO BE SOLD IN ONE SERIES OR MORE IN AN AGGREGATE AMOUNT NOT TO EXCEED THE MAXIMUM AUTHORIZED PRINCIPAL AMOUNT AND REPAYMENT COSTS, ON TERMS AND CONDITIONS AS THE CITY COUNCIL MAY DETERMINE, INCLUDING PROVISIONS FOR THE REDEMPTION OF THE BONDS PRIOR TO MATURITY WITH OR WITHOUT PAYMENT OF A PREMIUM; AND SHALL THE PROCEEDS OF ANY SUCH DEBT AND TAXES, AND ANY INVESTMENT INCOME THEREON, BE COLLECTED AND SPENT 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 3. If a majority of the votes cast on the question authorize the issuance of bonds and levy of an ad valorem property tax as described in the question set forth in Section 2 above, the City intends to issue such bonds in the approximate aggregate principal amount of \$28,600,000 to pay the costs of the project described in the election question (the “Project”), including the reimbursement of certain costs incurred by the City prior to the execution and delivery of such bonds, upon terms acceptable to the City, as authorized in an ordinance to be hereafter adopted and to take all further action which is necessary or desirable in connection therewith. The officers, employees and agents of the City shall take all action necessary or reasonably required to carry out, give effect to and consummate the transactions contemplated hereby and shall take all action necessary or desirable to finance the Project and to otherwise carry out the transactions contemplated by the ordinance. The City shall not use reimbursed moneys for purposes prohibited by Treasury Regulation §1.150-2(h). This ordinance is intended to be a declaration of “official intent” to reimburse expenditures within the meaning of Treasury Regulation §1.150-2.

Section 4. The City Council may submit additional ballot issues or other measures to appear on the ballot of the election by the adoption of appropriate resolutions or ordinances as required by law.

Section 5. The election shall be conducted as a part of a coordinated election. 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 Code of 1965, article 10 of title 31, C.R.S., as amended. The City Clerk is hereby appointed as the designated election official of the City for purposes of performing acts required or permitted by law in connection with the election.

Section 6. Because the election will be held as part of the coordinated election, the City Council hereby determines that the Boulder County Clerk and Recorder shall conduct the election on behalf of the City, to the extent and as provided in the Uniform Election Code, as amended. The officers of the City are hereby authorized to enter into one or more intergovernmental agreements with the County Clerk pursuant to Section 1-7-116 and/or Article 7.5, Title 1, C.R.S. Any such intergovernmental agreement heretofore entered into in connection with the election is hereby ratified, approved and confirmed.

Section 7. Notice of the election shall be given in the manner prescribed by Article X, Section 20 of the Colorado Constitution, the Uniform Election Code and other applicable laws.

Section 8. The officers and employees of the City are hereby authorized and directed to take all action necessary or appropriate to effectuate the provisions of this ordinance and the conduct of the November 8, 2016 election.

Section 9. All actions heretofore taken (not inconsistent with the provisions of this ordinance) by the City, directed towards the election and the objects and purposes herein stated, are hereby ratified, approved and confirmed.

Section 10. 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 11. 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:

Meredyth Muth, 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:

Meredyth Muth, City Clerk

**ORDINANCE NO. 1724
SERIES 2016**

AN ORDINANCE IMPOSING AN ADDITIONAL 0.15 PERCENT SALES AND USE TAX BEGINNING JANUARY 1, 2018, TO BE USED FOR OPERATING AND MAINTAINING THE LOUISVILLE RECREATION/SENIOR CENTER, POOL FACILITIES AT MEMORY SQUARE PARK AND OTHER RECREATION FACILITIES, AND TO BE IMPOSED ONLY IF THE REGISTERED ELECTORS OF THE CITY APPROVE A BALLOT ISSUE FOR CONSTRUCTING, EXPANDING AND RENOVATING THE LOUISVILLE RECREATION/SENIOR CENTER AND THE POOL FACILITIES AT MEMORY SQUARE PARK; AND PROVIDING FOR THE SUBMISSION OF THE ORDINANCE TO A VOTE OF THE REGISTERED ELECTORS AT A SPECIAL ELECTION TO BE HELD NOVEMBER 8, 2016.

Section 1. The following ordinance of the City of Louisville, Colorado, is hereby adopted to read:

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 of Louisville Home Rule Charter (the “City Charter”); and

WHEREAS, the members of the City Council of the City (the “City Council”) have been duly elected and qualified; 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 increase in any tax rate, the creation of any debt, and the spending of certain funds above limits established by TABOR; and

WHEREAS, pursuant to Article 12 and Section 4-8 of the City Charter, the City may authorize the issuance of bonds, the imposition of new taxes and the increase of a tax rate by ordinance and upon approval of the registered electors of the City; and

WHEREAS, pursuant to resolution adopted by the City Council, the City will hold a special election on November 8, 2016, as a coordinated election pursuant to the Uniform Election Code of 1992, as amended; and

WHEREAS, TABOR requires that the City submit ballot issues, as defined in TABOR, to the City’s registered electors on specified election days before action can be taken on such ballot issues; and

WHEREAS, November 8, 2016, is one of the election dates at which TABOR ballot issues may be submitted to the registered electors of the City pursuant to TABOR; and

WHEREAS, pursuant to Ordinance No. 1723, Series 2016, the City Council referred to the voters a TABOR ballot issue for the purpose of constructing, expanding and renovating the Louisville Recreation/Senior Center and the pool facilities at Memory Square Park; and

WHEREAS, the City Council is of the opinion that it should refer to the voters at the November 8, 2016 election a TABOR ballot issue concerning the imposition of an additional sales and use tax to begin January 1, 2018, and to be imposed only if the TABOR ballot issue referred by Ordinance No. 1723, Series 2016 is approved by the voters, with the net proceeds of the additional sales and use tax to be used for operating and maintaining the Louisville Recreation/Senior Center, pool facilities at Memory Square Park and other recreation facilities, as further stated in this ordinance.

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

A. Subsection A of Section 3.20.200 of the Louisville Municipal Code, regarding the sales tax levy, 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 3.15 ~~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, 2014, 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 6, 2012 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.

B. Section 3.20.300 of the Louisville Municipal Code, regarding the use tax levy, is hereby amended to read as follows (words added are underlined; words deleted are ~~stricken through~~):

Sec. 3.20.300. Levy of tax; rate.

There is hereby levied, and there shall be collected and paid, a tax upon the privilege of using, storing, distributing, or otherwise consuming in the city any article of tangible personal property or services purchased, leased or rented from sources outside the city, on which a sales tax has not been paid and as specified in section 3.20.305 and upon rental of storage space within the city. The amount of

the tax shall be 3.65 ~~3.5~~ percent of the purchase price thereof.

C. Section 3.20.600 of the Louisville Municipal Code is hereby amended by the addition of a new Subsection E to read as follows:

Sec. 3.20.600. Sales tax—Capital improvement fund - use of specified revenues.

E. Revenues from the 0.15 percent rate of sales tax approved at the November 8, 2016 election shall be deposited in the General Fund and used for operating and maintaining the Louisville Recreation/Senior Center, pool facilities at Memory Square Park and other recreation facilities.

D. Section 3.20.610 of the Louisville Municipal Code is hereby amended by the addition of a new Subsection C to read as follows (words added are underlined; words deleted are stricken through):

Sec. 3.20.610. – Use tax—Use of specified revenues.

A. Revenues from a three-eighth percent rate of use tax shall be used exclusively for the acquisition of land in and around the city for open space buffer zones, trails, wildlife habitats, wetlands preservation and future parks; and for the development, construction, operation and maintenance of such open space zones, trails, wildlife habitats, wetlands and parks.

B. Revenues from a one-eighth percent rate of use tax shall be deposited into the historic preservation fund and the net proceeds of such one-eighth percent use tax shall be collected, retained and spent exclusively for the historic preservation purposes within historic Old Town Louisville as provided in subsection 3.20.605.B of this chapter.

C. Revenues from the 0.15 percent rate of use tax approved at the November 8, 2016 election shall be deposited in the General Fund and used for operating and maintaining the Louisville Recreation/Senior Center, pool facilities at Memory Square Park and other recreation facilities.

~~D.C.~~ Except as herein provided, all revenues from the use tax shall be deposited in such fund or funds as the city council shall designate.

~~E.D.~~ Except for those revenues subject to subsections A, ~~and B~~ and C of this section, the city council shall have the authority by resolution to waive or reduce the amount of use tax otherwise due and payable to the city pursuant to section 3.20.300 and to enter into agreements for the sharing or crediting of revenues from the tax imposed by said section 3.20.300, if city council determines

that such waiver, reduction, sharing or credit is in furtherance of a public purpose and the best interests of the city.

Section 2. City sales and use tax revenues are estimated to increase by up to \$575,000 in 2018 (the first full year in which the sales and use tax provided for in this ordinance is in effect). However, the revenues from said sales and use tax may be collected and spent, regardless of whether said revenues, in any year after the first full year in which said sales and use tax is in effect, exceed the estimated dollar amount stated above, and without any other limitation or condition, and without limiting the collection or spending of any other revenues or funds by the City of Louisville, under Article X, Section 20 of the Colorado Constitution or any other law.

Section 3. This ordinance shall not take effect unless and until a majority of the registered voters voting at the special election on November 8, 2016 vote “yes” in response to the following ballot title:

SHALL CITY OF LOUISVILLE TAXES BE INCREASED \$575,000 IN 2018 AND THEN ANNUALLY BY WHATEVER ADDITIONAL AMOUNTS ARE RAISED THEREAFTER FROM THE LEVY OF AN ADDITIONAL SALES AND USE TAX OF 0.15 PERCENT BEGINNING JANUARY 1, 2018 AND CONTINUING THEREAFTER; WITH SUCH TAX TO BE IMPOSED ONLY IF REFERRED MEASURE 2___, REFERRED TO REGISTERED ELECTORS OF THE CITY AT THE NOVEMBER 8, 2016, ELECTION, IS APPROVED BY A MAJORITY OF SUCH ELECTORS; WITH THE NET PROCEEDS OF SUCH SALES AND USE TAX TO BE COLLECTED, RETAINED AND SPENT FOR OPERATING AND MAINTAINING THE LOUISVILLE RECREATION/SENIOR CENTER, POOL FACILITIES AT MEMORY SQUARE PARK AND OTHER RECREATION FACILITIES; AND SHALL THE CITY BE PERMITTED TO COLLECT, RETAIN AND EXPEND ALL REVENUES DERIVED FROM SUCH SALES AND USE 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 4. The provisions of this ordinance shall take effect, following passage and approval thereof as provided in Section 3, on January 1, 2018.

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 and the registered voters of the City hereby declare that they would have passed and approved this ordinance and each part hereof irrespective of the fact that any one part be declared invalid.

Section 6. 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 7. 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:

Meredyth Muth, 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:

Meredyth Muth, City Clerk

CONCEPTUAL CONSTRUCTION COST ESTIMATE				COST ESTIMATE SUMMARY			
DESCRIPTION	Site Improvements Pages 1 - 4	\$/GSF	New Additions Pages 1 - 23	\$/GSF	Remodel of Existing Pages 1 - 13	\$/GSF	COMBINED TOTAL
DIRECT COSTS							
Division 01 - General Requirements	\$51,800	\$0.14	\$133,628	\$3.00	\$72,164	\$1.48	\$257,592
Division 02 - Existing Conditions	\$0		\$169,208	\$3.80	\$136,917	\$2.81	306,125
Division 03 - Concrete & Poured Gypsum	103,710	\$0.29	\$1,044,694	\$23.46	\$27,911	\$0.57	1,176,316
Division 04 - Masonry	-	\$0.00	\$2,067,877	\$46.44	233,824	\$4.80	2,301,700
Division 05 - Metals	\$20,000	\$0.06	\$1,830,271	\$41.10	211,925	\$4.35	2,062,195
Division 06 - Wood, Plastics & Composites	-	\$0.00	\$237,740	\$5.34	49,311	\$1.01	287,051
Division 07 - Thermal & Moisture Protection	10,000	\$0.03	\$780,059	\$17.52	64,819	\$1.33	854,878
Division 08 - Openings	-	\$0.00	\$423,920	\$9.52	44,355	\$0.91	468,275
Division 09 - Finishes	-	\$0.00	\$730,025	\$16.40	360,117	\$7.38	1,090,142
Division 10 - Specialties	3,000	\$0.01	\$76,445	\$1.72	\$60,570	\$1.24	140,015
Division 11 - Equipment	200,000	\$0.56	\$120,056	\$2.70	\$0	\$0.00	320,056
Division 12 - Furnishings	-	\$0.00	\$10,823	\$0.24	-	\$0.00	10,823
Division 13 - Special Construction	-	\$0.00	\$3,080,720	\$69.19	\$50,000	\$1.03	3,130,720
Division 21 - Fire Suppression	-	\$0.00	\$168,304	\$3.78	41,906	\$0.86	210,210
Division 22 - Plumbing	-	\$0.00	\$339,598	\$7.63	\$80,714	\$1.66	420,312
Division 23 - HVAC	-	\$0.00	\$1,180,249	\$26.51	\$254,117	\$5.21	1,434,366
Division 26 - Electrical	53,000	\$0.15	\$529,364	\$11.89	174,322	\$3.57	756,686
Division 27 - Tele / Data Systems	-	\$0.00	\$120,922	\$2.72	\$65,831	\$1.35	186,754
Division 28 - Electronic & Safety Systems	-	\$0.00	\$213,730	\$4.80	\$73,146	\$1.50	286,876
Division 31 - Earthwork	423,313	\$1.18	\$334,465	\$7.51	\$5,000	\$0.10	762,777
Division 32 - Exterior Improvements	1,231,200	\$3.42	\$778,715	\$17.49	-	\$0.00	2,009,915
Division 33 - Utilities	145,100	\$0.40	-	\$0.00	-	\$0.00	145,100
Subtotal - Direct Costs	\$2,241,123	\$6.23	\$14,370,812	\$322.74	\$2,006,949	\$41.16	\$18,618,883
INDIRECT COSTS							
- Estimated General Conditions	\$155,191	\$0.43	\$995,132	\$22.35	\$138,975	\$2.85	\$1,289,298
- City, County & State Taxes	Exempt	-	Exempt	-	Exempt	-	Exempt
- Building Permit & Plan Check Fee	By Owner	-	By Owner	-	By Owner	-	By Owner
- Builders Risk Insurance (0.2%)	5,603	\$0.02	35,927	-	5,017	-	46,547
- Umbrella & General Liability Insurance (1.0%)	28,014	\$0.08	179,635	-	25,087	-	232,736
- Furniture, Fixtures & Equipment (FF&E)	By Owner	-	By Owner	-	By Owner	-	By Owner
- Performance & Payment Bond - (0.75%)	21,011	\$0.06	134,726	65.40	18,815	\$0.39	174,552
Subtotal	\$209,818	\$0.58	\$1,345,421	\$87.75	\$187,894	\$3.24	\$1,743,133
TOTAL DIRECT & INDIRECT COSTS	\$2,450,940	\$6.81	\$15,716,233	\$352.96	\$2,194,843	\$45.01	\$20,362,016
- Design / Construction Contingency (incl in soft costs)	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0
Subtotal	\$2,450,940	\$6.81	\$15,716,233	\$352.96	\$2,194,843	\$45.01	\$20,362,016
- GC Overhead & Profit - 4.00%	\$98,038	\$0.27	\$628,649	\$14.12	\$87,794	\$1.80	\$814,481
- Preconstruction Services Fee - 0.25%	\$6,127	\$0.02	\$39,291	\$0.88	\$5,487	\$0.11	\$50,905
TOTAL ESTIMATED CONSTRUCTION COST	\$2,555,105	\$7.10	\$16,384,172	\$367.96	\$2,288,124	\$46.92	\$21,227,402
Areas of Construction	360,000	SF	44,527	SF	48,764	SF	\$227.54

CONCEPTUAL CONSTRUCTION COST ESTIMATE				COST ESTIMATE SUMMARY			
DESCRIPTION	Site Improvements Pages 1 - 4	\$/GSF	New Additions Pages 1 - 23	\$/GSF	Remodel of Existing Pages 1 - 13	\$/GSF	COMBINED TOTAL
<u>EXCLUSIONS</u>		<u>ASSUMPTIONS</u>					
<ul style="list-style-type: none"> - Architect & Engineering or Other Consultant Fees - Testing / Asbestos or Hazardous Materials Mitigation - Field Inspections and Quality Control Testing - Permits, Fees, and Approvals - Off-Site Improvements or Main Extensions - Water, Sewer, and Storm Tap and Development Fees - Electrical, Natural Gas, and Telephone, Cable TV, and Fiber Optic Services to the Building - Remodeling of Rooms Labeled "Existing" - Furring of Existing Walls in Unremodeled Rooms - Reroofing of the Existing Structure - Repair or Upgrades of Existing MEP Systems - Relocation and Reinstallation of Existing Furniture - Furniture, Fixtures & Equipment (FF&E) - Owner Contingency 		<ul style="list-style-type: none"> - The duration of construction will vary depending upon the phasing required by Owner operations. The General Conditions in this estimate are based on an assumed 14 month construction duration for the entire project, including asbestos (if any) abatement that may be required. - Due to the nature of the work required, it will be necessary to close the existing indoor pool for several months while the new pool addition and Family Change locker rooms are constructed. Other areas in the existing facility will need to be closed for a few weeks when each area is renovated. - It will be necessary to close several exterior exit doors during construction. This estimate assumes the east exit of the corridor between the multi-purpose rooms, and the two east exit doors of the gymnasium can all be closed simultaneously. A temporary exit corridor through the construction area is included for the doors in the existing south wall by the gymnasium. - All new roof structures are assumed to be flat with no new mansards, etc. - Aquatics Construction Pricing Provided by the Pool Designer. - See the body of the estimate for assumptions / inclusions / exclusions - Items marked by "Allowance" were non-quantifiable - Due to the level of design, this SD Estimate has an accuracy range of approximately +/-10% 					
Subtotal Direct Construction	\$2,555,105		\$16,384,172		\$2,288,124		\$21,227,402
Reduction for not rebuilding Memory Square Clubhouse							
Remove Running track reconstruction					(600,000)		
Reduce Fitness Addition to 9000sf			(364,800)				
Reduce Pool Natatorium by 1000sf			(418,800)				
Reduce Pool design			(400,000)				
Reduce Site Construction	(530,000.00)						
Add for existing building finish upgrades (\$15/sf)					731,460		
Total Direct Construction After Modifications	\$2,025,105		\$15,200,572		\$2,419,584		\$392,905
Add for Project Management (2.5%)							\$26,521,103
Multiplier for Soft Costs (35%) incl 20% contingency	\$2,733,892		\$20,520,773		\$3,266,438		\$26,914,008
Total Cost of Recreation & Senior Center Improvements	\$2,733,892		\$20,520,773		\$3,266,438		\$1,385,395
Total Cost of Memory Square Improvements							
Total Project Cost	\$2,733,892		\$20,520,773		\$3,266,438		\$28,299,403



CITY OF LOUISVILLE, COLORADO

**Recreation / Senior Center Expansion
Feasibility Study Operational Analysis**

Final Report
JULY 12, 2016



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I. INTRODUCTION

A. Study Purpose

The City of Louisville has undertaken a study to consider and examine the feasibility of expanding the existing Recreation/ Senior Center built in 1990. The current facility has accommodated growth fairly well, however spaces have become over utilized for some particular activities, such as fitness programming, and further demand has grown for other activities, such as aquatics. As such, the purpose of this study is to:

- Collect and analyze demographic data as it relates to the demand for expanded recreation facilities.
- Complete an analysis of local and area market conditions impacting both public and private recreation and leisure facilities.
- Collect, update, and analyze data relating to citizen and community needs and preferences.
- Assess what amenities and programming would be most logical to provide in expanded recreation facilities.
- Outline additional operations associated with facility expansion.
- Develop a preliminary report outlining available opportunities for alternative funding including community resources, ballot issues, grants and gifts, and public/private partnerships.

This integrates with the department's Mission:

The City of Louisville Division of Recreation and Senior Services oversees the programs and operations of the Recreation & Senior Center. The Mission is to provide recreational activities and leisure services that contribute to the physical, mental, and social well-being of the citizens.

B. Current Amenities

The current facility is 57,400 square feet and includes the following amenities within the building:

- 6 lane, 25 meter pool with diving well
- 160 foot water slide with adventure splash down pool
- Solarium and sun deck
- Sauna
- Hot tub
- Steam room
- Two free-weight rooms
- Gymnasium
- Racquetball and Walleyball courts
- Senior Center
- Indoor track (1/10 mile)
- Locker rooms
- Kid's Corner babysitting
- Fitness studio
- Multi-purpose rooms

The initial phase of this study began in late 2015 with a kick off meeting in November including staff and members of the Task Force. Engaging the public included two open houses; a summary of those open houses follows.

II. COMMUNITY ENGAGEMENT

The first open house was held on December 2, 2015 at the Louisville Recreation & Senior Center with a focus on aquatic needs/programming. Approximately 65 people attended. The second open house was held on December 9, 2015 and was attended by approximately 128 people. General results from the community input included:

Outdoor Aquatic Facilities

- General updates and renovation
- Outdoor pool
 - ◆ Olympic size
 - ◆ Heated water
 - ◆ More lap lanes
 - ◆ Extended hours
 - ◆ Diving boards and slides
- Family area with shaded areas
- Kiddie Pool with area for lessons
- Hot tub
- Outdoor workout space

Additional Gymnasium / Indoor Space

- Separate room for stationary bikes / spin classes
- Work out area on first floor
- Better sound mitigation
- Indoor track for competitive use
- Designated stretching area
- Indoor archery
- More tennis, racquetball and pickleball courts

Additional Weight Room & Cardio Fitness Space

- More classroom spaces
 - ◆ Separate room for stationary bikes / spinning (most requested)
 - ◆ Aerobics / Dance / Zumba
 - ◆ Yoga / Tai Chi / Barre (quiet and w/ dimmable lights)
- Weight room
 - ◆ More space
 - ◆ More free weights and hand weights
 - ◆ Need space for a second weight rack
 - ◆ More squat racks
- Cardio / Fitness
 - ◆ More functional space
 - ◆ More equipment/machines for peak hours, especially treadmills
 - ◆ Add step master, rowing machines, punching bags

Senior Center Additions and Improvements

- Keep senior center at rec center
- Separate locker rooms and bathrooms for seniors only
- Larger lounge / gathering space
- More “Seniors Only” spaces to accommodate:
 - ◆ Tai Chi, yoga, Zumba
 - ◆ Drop-in practice
 - ◆ Silver Sneakers
 - ◆ Need at least 2 more rooms for year-round use
- Enlarge and update kitchen / cafeteria
- Larger library with more computers
- More space for pool tables, snooker tables and bridge
- Upgrade furniture, finishes
- More senior day trips

B. Random Statistical Survey

RCC conducted a survey of Louisville residents. The results of this survey are in a separate document and were used to inform the assumptions in this analysis.

III. NEEDS ASSESSMENT

A. Demographic Profile and Trends

Demographic Analysis

Understanding community demographics and needs is an important component of master planning for Louisville Recreation & Senior Center expansion. Summary demographics for Louisville are shown in **Table 1**. The population data used in this demographic profile comes from Esri Business Information Solutions, based on the 2000 and 2010 U.S. Census data.

Table 1: Summary Demographics for Louisville – 2015

Summary Demographics	
Population	19,662
Number of Households	8,156
Avg. Household Size	2.4
Median Age	42
Median Household Income	\$88,418

The gender distribution in 2015 is 49% male to 51% female. The median age estimated for Louisville by Esri in 2015 was 42. When broken down by race/ethnicity by the U.S. Census in 2010, the median age for the Asian population was 36.9, Caucasian population—41.9, African American population—32.8, and Hispanic population—28.9.

Population Projections

Although future population growth cannot be predicted with certainty, it is helpful to make growth projections for planning purposes. **Table 2** contains actual population figures based on the 2000 and

2010 U.S. Census for Louisville, as well as a population estimate for 2015 and projection for 2020. The city’s annual growth rate from 2000 through 2010 was -0.44%. Esri’s projected growth rate for 2015 through 2020 is 1.23% for Louisville, compared to the projected 2015 – 2020 annual growth rate for the state of Colorado at 1.29%. As a land locked community, growth will not be experienced through annexation and subdivision expansion, but rather infill, which is limited.

Table 2: Louisville Population Projections and Growth, 2000—2020

US Census (2000 and 2010) and Esri Projections	
2000 Population	19,203
2010 Population	18,376
2015 Estimated	19,662
2020 Projected	20,901

Source: 2010 U.S. Census; 2015 estimates and 2020 forecast provided by Esri Business Information Solutions.

Population Age Distribution

The age demographics have undergone a number of changes in Louisville from 2010 to 2015 with these trends predicted to continue through 2020. The percentage of Louisville residents in the 65-74 age cohort is expected to increase from 2010 to 2020 by 5.9%, making up 11% of the total population. The only other age cohorts expected to increase in population by 2020 is the 25-34 group (by 0.7% from 2010) and the 75-84 age group (by 0.6% from 2010). All other age cohorts are expected to decrease in numbers, the most significant change occurring in the 45-54 age range, who made up 19.7% of the population in 2010, down 4.5% in 2020. Although age shifts are projected to be slight, the facility design upon which these operations and maintenance figures are based, is considered to be flexible in regard to demographic shifts and resultant changing needs in the future.

B. Relevant Trends

Demographic Trends Influencing Recreation Programming

a. Boomer Basics

Baby boomers are defined as individuals born between 1946 and 1964, as stated in “Leisure Programming for Baby Boomers.”¹ They are a generation that consists of nearly 76 million Americans. As baby boomers enter retirement, they will be looking for opportunities in fitness, sports, outdoors, arts and cultural events, and other activities that suit their lifestyles. Emilyn Sheffield, Professor of Recreation and Parks Management at the California State University, at Chico, in the NPRA July 2012 *Parks and Recreation* magazine article titled “Five Trends Shaping Tomorrow Today,” indicated that Baby Boomers are driving the aging of America, with boomers and seniors over 65 composing about 39% of the nation’s population².

b. The Millennial Generation

Over 80 million people between the ages of 15 and 35 now belong to the Millennial Generation, the largest of any generation group.³ This group is highly diverse, with 42% of American Millennials

¹ Linda Cochran, Anne Roshchadl, and Jodi Rudick, “Leisure Programming For Baby Boomers,” *Human Kinetics*, 2009.

² Emilyn Sheffield, “Five Trends Shaping Tomorrow Today,” *Parks and Recreation*, July 2012, p. 16-17.

³ The Colorado College State of the Rockies Project. MILLENNIALS IN THE WEST. A Survey of the Attitudes of Voters in Six Western States, 2015.

identifying as a race or ethnicity other than “non-Hispanic white,” as opposed to the 28% of Baby Boomers that identify as Non-Caucasian⁴.

Growing up between the late 1980s and 1990s, Millennials were surrounded by rapidly changing technology. Eighty-one percent of Millennials now participate on social networking sites, utilizing these sites to meet new friends, find communities of similar-minded people, and support the causes that they believe in.⁵

Community is essential to Millennials; urban hubs are sought out for their ample place-making activities, public spaces, festivals, public art, education opportunities, and transportation options. Connectivity is extremely important to Millennials, who are using alternative modes of transportation more than any other generation. By utilizing trails to connect key places, recreation departments can help make Millennials feel more connected to their city.

Youth

Emily Sheffield, author of the article, “Five Trends Shaping Tomorrow Today,” identified that one of the five trends shaping the future is the proportion of youth is smaller than in the past, however just as important. As of the 2010 Census, the age group under age 18 forms about a quarter of the U.S. population.

Programming

One of the most common concerns in the recreation industry is creating innovative programming to draw participants into facilities and services. Once in, participants recognize that the benefits are endless. According to *Recreation Management's* 2015 State of the Industry Report,⁶ the most common programs offered by parks and recreation survey respondents include:

- Holiday events and other special events (79.6%)
- Youth sports teams (68.9%)
- Day camps and summer camps (64.2%)
- Educational programs (63.8%)
- Adult sports teams (63.4%)
- Arts and crafts (61.6%)
- Programs for active older adults (56.2%)
- Fitness programs (55%)
- Sports tournaments and races (55%)
- Sport training such as golf or tennis instruction (53.8%)

Another yearly survey by the American College of Sports Medicine indicates the top 20 fitness trends.⁷ The survey ranks senior fitness programs eighth among most popular fitness trends for 2015. Whether

⁴ Samantha Raphelson, “Amid the Stereotypes, Some Facts About Millennials,” National Public Radio, <http://www.npr.org/2014/11/18/354196302/amid-the-stereotypes-some-facts-about-millennials>

⁵The Council of Economic Advisers. 15 ECONOMIC FACTS ABOUT MILLENNIALS. Executive Office of the President of the United States. 2014.

⁶ Emily Tipping, “2015 State of the Industry Report, Trends in Parks and Recreation,” *Recreation Management*, June 2015.

⁷ “Survey Predicts Top 20 Fitness Trends for 2015”, American College of Sports Medicine, <http://www.acsm.org/about-acsm/media-room/news-releases/2014/10/24/survey-predicts-top-20-fitness-trends-for-2015>, accessed January 2015.

it's SilverSneakers, a freestyle low-impact cardio class, or water aerobics, more and more people are realizing the many benefits of staying active throughout life. According to the National Sporting Goods Association, popular senior programming trends also include hiking, birding, and swimming.

III. MARKET CONDITIONS ANALYSIS

Target Market and Current Use

The City of Louisville's target market for this facility renovation/expansion is residents of Louisville and employees of businesses located in Louisville.

Admissions

Total visits of paying users to the existing facility through admission fees in 2015 was 286,966.

- 195,420 visits using annual and monthly passes, with 91% being residents of the city and 9% non-residents.
- 71,691 visits using punch cards, resident use is a smaller percentage at 76% for *20 punch cards* and 62% for *10 punch cards*.
- 19,855 were daily admissions. Daily admission was the same for Resident and Non-Residents from 2006-2015. In January of 2016 Non-Resident daily admission fees were increased to match the increase of fees for Non-Resident punchcards.

Programs

Participation in programs (requires pre-registration in most cases) city-wide is 83% residents with 17% non-resident. Over 25,000 adults and youth enroll in these programs year round. Louisville currently offers a broad spectrum of programs for various ages and interests:

- Special events
- Aquatics – multiple lesson levels including adult
- Water aerobics
- Diverse senior programs
- Diverse youth programs
- Youth athletics
- Adult athletics
- Group fitness classes
- Specialized fitness classes
- Summer camp

In forecasting program revenue potential, these current programs and participation, along with the potential to grow with additional dedicated space, are considered.

Market Conditions

Other general market conditions supporting development of additional public facilities include:

- Trends toward more active adult and multigenerational use; programs for that use are available more likely at public facilities.
- General sales tax revenues will continue providing funds to construct and operate facilities that respond to growth pressure.

- Gender, age, and income demographics in the region support the need for more and varying facilities. Consumer demand is for “state of the art” facilities.

Comparisons with Similar Facilities in Other Communities

The project study included comparing similar facilities in the northwest Metropolitan Denver area, Boulder and northern Colorado. The purpose of this comparative analysis is to give the City a better understanding of the types of community centers that exist in the region and how they operate.

In order to get a complete picture of the options for potential components, there must be an understanding of what the regional market will bear for fees and charges, the amount of funding it takes to operate and maintain similar facilities, and the costs to staff a facility. For this comparison, other park and recreation agencies were contacted in the fall of 2015 to provide specific full year information for recreation centers that would be similar to an expanded Louisville facility; Louisville staff and comparison agencies provided and primarily utilized 2014 data. Included in **Table 3** are Broomfield, Lafayette, Erie, Golden, Longmont for comparison. In looking at even higher admission rates, Aspen’s daily admissions are likely to be the highest in the state at \$18.25 for adults and \$16.25 for youth. GreenPlay is not aware of any agencies using daily admissions to cover 100% of expenses, including debt service. In considering the Financial Policy of Louisville, such an exercise would entail spreading the expense over every individual that enters the facility for any use (admission or program) and to a lesser degree youth and seniors. This would likely produce an admission rate that exceeds the daily admission shared for Aspen.

The comparison data listed is for the purpose of providing an overview of budget and operational performance of similar (and un-similar) facilities in the general area. This data is not intended to suggest a particular approach, but rather to give an indication of how diverse facilities are in their performance. **Table 3** indicates the difficulty in attempting to compare Louisville with other agencies, many of which have different operating philosophies, expectations, building components, and budget methods. Utilities may be handled in different ways, such as not showing an expense for water, and as indicated with Longmont and Louisville, other intra-departmental support services may not be reported as well.

The community recreation centers that were studied for this analysis range in size from 48,000 square feet to 85,000 square feet. Common amenities in these centers include leisure pools, multi-purpose rooms, gymnasiums, group fitness areas, weight/cardio rooms, walk/jog tracks, climbing facilities, and childcare rooms. A few less common and unique amenities include competitive swim pool, dedicated senior areas, and racquetball.

It should be noted that both revenues and expenses are driven by a wide range of programs, building design, and general philosophy of budgeting. For example, in some cases subsidy support from other departments is not included. Each facility was studied in regards to revenue gained from daily admissions, passes, and programming. Revenues are generally a more reliable comparable than expenditures. Each facility was studied in regards to expenses for operating the facility (including staffing, utilities, and operations, where reported).

An analysis of the ratio of revenue to expenses illustrates that the reported subsidy of these facilities varies greatly. Care should be taken with using this information without a thorough understanding of the discrepancies in the comparability.

Table 3: 2014 Annual Self-Reported Data from Comparable Facilities

ITEM	Louisville	Broomfield/Derda	Lafayette	Erie	Golden	Longmont
Notes of significance		One of two centers				
Population of Community	19,662	55,889	24,453	18,135	18,867	86,270
Size (Sq Ft)	57,400	85,000	48,372	64,000	71,483	63,500
Original Construction Date	1990	2003	1990	2007	1994	2002
Estimated Annual Attendance	268,603	456,122	179,579	193,500	225,752	459,434
REVENUES						
Total facility revenues	\$ 1,855,931	\$2,072,618	\$1,826,000	\$1,935,126	\$1,734,078	\$1,792,667
Rev/sqft	\$32.42	\$24.38	\$37.75	\$30.24	\$24.26	\$28.23
Revenue Sources from admissions	\$902,507	\$2,330,647			\$494,878	
Drop In/Daily Fees	\$84,456	\$343,566			\$251,090	\$407,471
Passes and Punch Cards	\$818,051	\$1,987,081			\$243,788	\$1,194,807
EXPENDITURES						
Total facility expenditures	\$2,419,686	\$2,152,921	\$2,267,000	\$2,849,044	\$2,196,301	\$1,228,588
Exp/sqft	\$31.29	\$25.33	\$46.87	\$44.52	\$30.72	\$19.35
Staff Costs	\$1,204,560	\$1,195,000	\$1,299,385	\$2,057,892	\$2,035,000	\$948,735
FT Staff Cost w benefits	\$710,825	\$368,000	\$391,000	\$1,037,634	\$560,000	\$295,620
PT Staff Cost w benefits	\$493,735	\$827,000	\$908,385	\$1,020,258	\$1,475,000	\$653,115
Total Annual Utility Expenses	\$134,669	\$339,482	\$178,409	\$257,834	\$486,370	\$169,911
Gas	\$40,271	\$87,369		\$48,355	\$196,440	
Electric	\$91,598	\$213,080		\$171,767	\$200,349	
Water		\$35,433		\$13,746	\$21,000	
Sewer		WS combo		bill w/ water	W/WW combined	
Phone and Internet	\$2,800	\$3,600	\$6,000	\$23,966	\$68,580	
Capital (not included in expense)				\$87,210	\$25,000	

**All expenses are not reported for each agency. For example: Longmont expenses do not include custodial and maintenance expenses. These functions are performed by separate city departments and not charged to Parks/Recreation budget. Those expenses were not provided.*

New Facility Development Activity

In the process of collecting comparative data, the project team also identified new facility development activity going on in the region. The Town of Windsor recently broke ground on a major expansion of its existing center; planned completion is scheduled for September 2016. New recreation and aquatics facilities are also being considered by the cities of Commerce City, Lafayette, Longmont, Loveland and Thornton, as well as the Carbon Valley Recreation District, if funding can be secured. In all cases, the agencies involved are expecting new recreation facilities to contribute to the growth and livability of their communities.

Advertising

The Recreation and Senior Services catalog is published three times per year and features all classes. The Recreation & Senior Services division engages social media, specifically Facebook. The Louisville website provides information and direct links for on line registration.

IV. FINANCIAL ANALYSIS

A. Facility Concepts

All pro-forma assumptions were created utilizing projected square foot allotments provided by Sink Combs Dethlefs, as a building program has, and continues to evolve. At this time, approximately 50,000 square feet are anticipated being added to the 57,400 square feet of the existing building for a total of approximately 107,400 square feet.

B. Assumptions

The operational budget planning for the expansion of the Louisville Recreation/Senior Center uses a conservative approach to estimating expenses and projecting additional revenues, based on an understanding of the conceptual project, the best available market area information, and integrating with current practices. Existing revenues and expenditures are considered along with the projected operations of expanded fitness and aquatics.

While an initial budget provides a baseline, it is anticipated that revenues during the first few years of operation with an expanded facility may exceed these projections for several reasons.

- Leading up to and during the first year of operation, marketing and promotion efforts and costs will be elevated to attract an expanded population.
- Particularly in years one and two, the facility interest and therefore attendance/participation will likely be higher than in subsequent years when the “newness” of the expanded spaces declines.

All figures are estimated 2016 dollars and estimate probable costs and revenues. There is no guarantee that the estimates and projections will be met, and there are many variables that cannot be accurately determined during this conceptual planning stage, or may be subject to change during the actual design and implementation process.

Hours of Operation

The following indicates current hours of operation; these are assumed to remain the same. This schedule can be revised to accommodate various demands. However, it is important to note that facility revenues and expenditures are based on these hours shown in Table 4 below. Staffing at the pool is based on pool operating hours on Sundays.

Table 4: Center Hours of Operations

Days of Week	Times	Hours per week
Monday – Thursday	5:45am to 9:00pm	61
Friday	5:45am to 7:00pm	13.25
Saturday	7:00am to 6:00pm	11
Sunday	8:00am to 6:00pm	10
Sunday Pool	10:00am to 5:45pm	
Total Hours/Week		95.25

It is assumed that the facility will operate 351 days per year, with the facility being closed for seven holidays during the year including New Year’s Day, Easter, Memorial Day, Fourth of July, Labor Day, Thanksgiving, and Christmas Day. An annual shutdown period for maintenance is also expected that typically ranges from 7-10 days.

Rentals of party/activity rooms, swimming pool, classrooms, and the entire facility may extend beyond normal hours of operation and typically include weekends and some evenings. Though specific increased rental rates are not provided for after hours, this could be reflected in the pricing structure.

Personnel Services

Generally, personnel costs make up the single highest expense for most multi-purpose recreation facilities. For purposes of projecting costs, the range mid-point of the 2016 Pay Plan was utilized for projecting expenses in each area.

Additional salaried staff contemplated at this time includes:

- 1.00 Supervisor I Fitness Coordinator
- 1.00 Supervisor I Senior Coordinator
- 1.00 Facility Maintenance Tech I
- 1.00 Pool Maintenance Tech I
- 0.25 Facility Assistant (add.25 to existing .75 staff)
- 0.25 Accounting Tech I

Additional part-time/contractual staff is proposed in the following areas of operation:

- Maintenance/Custodians
- Fitness/Program Instructors
- Life Guards/Swim Instructors

Maintenance Coverage

Routine and daily set up maintenance responsibilities will be provided by maintenance and facility staff as needed. Current staff scheduling is expected to continue but to be supplemented with additional full-time staff and part-time hours.

Supplies

In this study, supplies relate to ongoing operations in the areas of program, operating, office, computer supplies, postage, tools, books, staff uniforms, janitorial, tools, equipment parts, identification card supplies, resale merchandise, concession supplies, and miscellaneous items. It is anticipated that this figure will increase over time due to inflation. Note: All start up supply expenses associated with the facility expansion start up are assumed to be funded from the Owner Items account or FFE in the construction budget. Supplies expenses typically approximate 10% of the overall operational budget.

Services

With the uncertainty of utility costs such as natural gas and electricity prices, service expenses can consume a significant portion of many operation budgets. The estimated utility costs for the volume of space within the facility accounts for a high percentage of the services budget; numbers can be verified with final design. For this analysis utilities are estimated to be \$3.25 per square foot, per year for non-aquatic space and \$5.25 per square foot for aquatic spaces.

Other typical services include contracted instructional services, marketing and advertising, printing and publishing, travel and training, subscriptions and memberships, telephone, bank charges and administrative fees, miscellaneous service charges (permits, licenses, taxes, fees), building and equipment maintenance (contractual or rental services), other contracted services (security and fire systems, elevator, trash pick-up, etc.), property and liability insurance, building maintenance, and repair. Overall services expenses typically approximate 30% of the overall operational budget.

Expenditure estimates are based on the type and size of the activity and support spaces planned for expansion in the facility and anticipated hours of operation. When possible and wherever available, calculations are based on actual best practice or methodology. Comparison data from similar facilities in the region was also analyzed to prepare estimates.

Capital Renovation Allocation

A limited capital renovation allocation of 5% for building improvements, machinery, and equipment has been included in order to keep the facility up-to-date and to provide state-of-the-art equipment. It is not anticipated that this allocation will be needed for the expansion in the first several years of operation, but that the allocation will accumulate over time and be carried forward for future use.

- Building and Improvements should be budgeted at 3% of operating budget.
- Machinery and Equipment should be budgeted at 2% of operating budget.

A request was made at the Task Force Meeting of April 27th to consider as an option, calculating Capital Renovation based on the capital cost of construction and life cycle costing. This cannot be done at this time, but can be considered.

Admissions Revenue

Revenue forecasts include current estimates of anticipated drop-in fees, punch card and pass sales, and rentals, around anticipated scheduled programming related to fitness and aquatics. This takes into consideration program and facility components as well as multiple admissions and age discounts options. The revenue categories for the expansion include:

- Daily admissions, punch cards, and passes
- Aquatics lessons and programs
- Fitness/wellness/aerobic programs
- Rental opportunities

Revenue forecasts are based on existing and proposed space components included in the facility, anticipated demographics of the local service area, and comparisons to other facilities in surrounding communities that may or may not be similar. Actual figures will vary based on the final design and allocation of facility spaces, the market at the time of opening, adopted facility operating philosophy, the aggressiveness of fees and use policies implemented, and the type of marketing effort undertaken to attract potential users to the facility. **Initial revenue goals may be exceeded but will require an ongoing effective marketing approach in order to meet annual goals. Some leveling off is common.**

Proposed Fees

The proposed fee structure, as suggested below reflects preliminary figures that correspond to the operational budget and cost recovery goals for the center.

In this pro-forma daily, punch card (10 and 20 punch), and monthly fees include admission to the facility for cardio/fitness, stretching and weight use, and lap or open swim in the lap and leisure pool.

Table 5 below lists current fees compared to fees to be considered. If the below fees were to be implemented at current admission quantity, a 16% increase in current revenue could be realized; this is in addition to additional admission revenue.

Table 5: Current Fee Schedule and New Fee for Consideration

Pass Type	Current Resident	Current Non-resident	New Fee Consideration Resident	New Fee Consideration Non-resident
DAILY				
Youth	\$4.00	\$6.00	\$4.50	\$6.75
Adult	\$6.00	\$8.00	\$6.50	\$8.75
Senior	\$4.00	\$6.00	\$4.50	\$6.75
Group (youth)	\$2.50	\$5.00	\$4.00	\$6.00
Group (adult)	\$4.50	\$7.00	\$6.00	\$8.00
10 PUNCH				
Youth	\$25	\$50	\$28	\$56
Adult	\$45	\$70	\$48	\$80
Senior	\$25	\$50	\$28	\$56
20 PUNCH				
Youth	\$50	\$100	\$53	\$106
Adult	\$90	\$140	\$93	\$150
Senior	\$50	\$100	\$53	\$106
MONTHLY				
Youth	\$19	\$24	\$22	\$33
Adult	\$35	\$40	\$38	\$50
Senior	\$19	\$24	\$22	\$33
Couple	\$55	\$60	\$58	\$70
Senior Couple	n/a	n/a	\$40	\$60
Family	\$59	\$64	\$65	\$75
ANNUAL				
Youth	\$228	\$288	\$264	\$396
Adult	\$420	\$480	\$456	\$600
Senior	\$228	\$288	\$264	\$396
Couple	\$648	\$720	\$696	\$840
Family	\$708	\$768	\$780	\$900

Fitness

Within the fitness area, the square feet dedicated to fitness programming will double. Fitness programming will be provided on an ongoing basis, similar to current programs, but with more dedicated as well as multi-use space. This estimate is based on review of revenue at comparable size facilities in the area and current revenue generated.

Currently FitZone classes are included with general facility admission and include a paid instructor (vs lap swimming, which does not require an instructor). A budget transfer is made to cover costs, but does not give the ability to track net revenue. This was approximately \$75,000 in 2015, with an additional \$29,221 generated in specialty classes. Additional FitZone classes and specialized (contractual) classes are estimated at 53% net revenue increase. When classes are not in use for groups, it will be important to keep fitness rooms occupied and thus generating revenue. One option is to consider a drop in

independent use of classroom space, such as Fitness on Demand. This is shown as an option with conservative use.

Aquatics

With an expanded aquatics and fitness venue, the Louisville Recreation/Senior Center will have the ability to offer additional aquatics programming (i.e. swim lessons, aquatic exercise) on a year-round basis. This estimate is based on review of revenue at comparable size facilities in the area and current revenue generated.

Conservative estimates were used for additional programming in terms of numbers of participants. Additional classes should be concentrated in areas (level and time of year) where classes do tend to fill more quickly and are estimated for 21 weeks. An estimated net revenue increase is shown, primarily in the group Learn to Swim classes and the potential “specialty” classes generated by the type of water bodies being added to the program. These include such things as Watsu Massage, Toning, Water Arthritis, and Core Strengthening for Seniors. Water equipment, such as treadmills and bikes are also an option for additional program/drop in revenue. Another consideration is moving all lessons indoors such that cancellations due to weather are eliminated. Memory Square Pool could then offer additional lap swimming time and open play.

Lifeguard costs are shown as an addition to current operations. It is assumed that with the new natatorium the leisure pool / slide will be open from 12 noon on weekdays and Saturdays, allowing for lessons and classes to occur throughout the pools in the mornings.

Cost Recovery

The 2015 cost recovery for the Louisville Recreation & Senior Center was 72%, including the funding in the Public Works budget supporting center operations and an estimate capital costs provided by staff. Cost recovery on the expansion alone is projected at 47%, with overall cost recovery for the expanded facility (current operations and expansion) at 60%, including repair and replacement (R&R) estimates. This is a conservative estimate and has served as the basis for facility pricing. A continual goal should be to sustain cost recovery through a focused staff effort, resulting in high quality facility management, customer service, and marketing.

To reach an expressed target of 70% cost recovery, revenues must be increased or expenses reduced. IF revenues were to be increased through admission fees, an additional 10.5% increase to each proposed fee to generate an additional \$141,367 would be required. This could be accomplished by adding 10.5% to each proposed fee, or through larger increases to non-resident fees and adult fees or some other combination, taking into account estimated passes sold in each type. Success with higher fee increases is subject to what the market will bear. Seventy percent cost recovery could also be accomplished through an increase in all fees (not just admissions), or a decrease in staffing projections, or a combination.

Cost Recovery is further discussed under the Financial Analysis.

Rentals

Market analysis for room rental/social event venue indicates an opportunity to generate additional revenue in this area. These proposed fees do not take into account peak and non-peak times, but should

certainly be considered, especially for after-hours rentals. If the below fees were to be implemented at current reservation quantity, a 26% increase in current revenue could be realized. A recommended rental rate fee increase is noted below in Table 6.

Table 6: Recommended Room Rental Rates

Venue	Current Resident	Current Non-resident	Recommended Resident	Recommended Non-resident
Large room (50-75 Banquet)	\$35.00	\$45.00	\$45.00	\$55.00
Small room (25-30 classroom)	\$25.00	\$35.00	\$30.00	\$40.00
Combined (150-200 banquet)	\$70.00	\$90.00	\$80.00	\$100.00
Kitchen	\$15.00	\$20.00	\$50.00	\$60.00

Birthday Parties

Market analysis for the birthday party venue indicates an opportunity to generate additional revenue in this area by providing a host. This suggested pricing includes room setup/cleanup and a host in the room. It does not include provision of cake, party supplies or supervision outside of the party room, and given parental concern with nutrition and allergy related food substances, this may be an area worth avoiding. If the below fees were to be implemented at current reservation quantity, a 31% increase in current revenue could be realized. A recommended rental rate fee increase is noted below in **Table 7** below.

Table 7: Recommended Party Package and Room Rental Rates

Venue	Current Resident	Current Non-resident	Recommended Resident	Recommended Non-resident
Group (up to 10 children; add on pricing for additional)	\$60.00	\$80.00	\$80.00	\$100.00

Vending

Vending operations are expected to continue to be handled through contracted services and therefore only include a net revenue figure. Vending is shown in existing operations only.

Advertisement and Sponsorship Revenue

Revenues from advertisement and sponsorships **are not** included in the pro-forma but should be considered as an opportunity to increase revenues. Any advertising or sponsorship opportunities must be scrutinized to assure they meet the mission of the Recreation & Senior Services Division.

C. Operational Budget and Pro-forma

Admissions (see Admissions page)

- Hours of operation match current hours.
- Fee structure matches current structure. However, offering monthly debit for monthly pass equates to an annual pass. This pricing structure should be considered as an annual pass option.
- An increase in total annual visits of 42,600, from 286,966 to 329,566 (15%), is projected due to the expansion as shown on the Admissions tab of the Excel spreadsheet.
- Proposed increased admission fees as noted above are recommended for consideration and are included at current admissions quantity in the Full Budget Analysis along with projections for additional revenue (see chart below).

Aquatics (see Aquatics – programming and Aquatics – Lifeguards pages)

- Aquatic programs offer the most opportunity for specialty programs in warmer water and in leisure admissions. It is estimated that the leisure pool may not be open the entire time that the pool is open, allowing for swim and water related lessons outside of leisure swimming.
- Additional swim lessons offer the most potential during the busiest seasons and are thus calculated at 21 weeks of lessons.
- Aquatic/Swim Lesson Instructors are calculated at \$11.50 per hour; private lessons at \$18 per hour.
- Lifeguards are proposed in addition to current staffing.
- Lifeguard salaries are calculated at \$11.50 per hour.
- Lifeguard /pool access is calculated at 50 weeks per year to allow for holidays and maintenance.

Fitness (see Fitness page)

- With more dedicated fitness space, opportunities exist for not only drop in fitness (FitZone), but for specialty (contractual) fitness classes. Other opportunities exist for such programs as Fitness on Demand.
- Fit Zone is calculated at 50 weeks/year.
- Fitness instructor rates are calculated at \$21/hour.
- Fitness contracts are calculated at 30% gross revenue retained (70% to instructor).

Programs

Additional program revenue for seniors, youth and adults may be realized but was not included in this expansion scenario.

Rentals (including birthday party packages)

Proposed increases in rental and party rates are recommended for consideration and are included at current reservation quantity in the Full Budget Analysis along with projections for additional revenue.

Budget Overview

An overview of expenditures, revenues, and cost recovery for the existing center and proposed expansion can be found on the Line Item Detail, Pro-forma and Full Budget Analysis pages. The Full Budget Analysis is provided below in **Table 8**, and summarized as:

2015 Cost Recovery	72%
Expansion Cost Recovery	47%
Combined Cost Recovery	65%
Combined Revenue	\$2,389,990
Combined Expenses	\$3,684,788
Combined Subsidy	\$1,294,798

Table 8: Full Budget Analysis

Revenues	Current	Expansion	Total
720 - Rec Admin			
721 – Cen Mgmt (Admissions)	\$ 1,032,582	\$ 143,575	\$ 1,346,437
721 – Fee Increase		\$ 170,280	\$ 170,280
722 - Aquatics	\$ 143,510	\$ 86,680	\$ 230,190
723 – Fit (GroupX)	\$ 108,233	\$ 100,625	\$ 208,858
724 - Youth	\$ 212,587		\$ 212,587
725 - MemSquare	\$ 36,939		\$ 36,939
726- Youth Sports	\$ 134,594		\$ 134,594
727 - Adult Sports	\$ 47,644		\$ 47,644
728 - Senior Services	\$ 82,043		\$ 82,043
731 - Senior Meal	\$ 48,000		\$ 48,000
732 - Nite @ Rec	\$ 42,698		\$ 42,698
Total	\$ 1,888,830	\$ 501,160	\$ 2,389,990
Expenses	\$ 2,062,307		\$ 2,062,307
Personnel		\$ 443,935	\$ 443,935
Supplies		\$ 39,500	\$ 39,500
Services		\$ 281,780	\$ 281,780
PW Maint	\$ 427,702	\$ -	\$ 427,702
Rec/Sen Cen CIP	\$ 125,000	\$ 304,564	\$ 429,564
Total	\$ 2,615,009	\$ 1,069,779	\$ 3,684,788
Cost Recovery	72%	47%	65%
Total Surplus/Deficit	\$ (726,179)	\$ (568,619)	\$ (1,294,798)

* Includes revenue increase of 16% in admissions, 26% in rentals and 31% in parties at current level of use but with increased fee applied.

D. Projected Five Year Pro-forma

A projected Five Year Pro-forma is provided using an estimated annual expenditure increase of 3% and incremental fee adjustments, as indicated in **Table 9** below.

Table 9: Projected Five Year Pro-forma

	Year 1	Year 2	Year 3	Year 4	Year 5
REVENUES	Combined				
TOTAL REVENUE	\$ 2,389,990	\$ 2,461,690	\$ 2,535,540	\$ 2,611,607	\$ 2,689,955
EXPENSES					
TOTAL EXPENSES	\$ 3,684,788	\$ 3,795,331	\$ 3,909,191	\$ 4,026,467	\$ 4,147,261
NET	-\$1,294,798	-\$1,333,641	-\$1,373,651	-\$1,414,860	-\$1,475,306
COST RECOVERY	65%	65%	65%	65%	65%

E. Financial Analysis and Potential Funding Sources

Operations are typically offset by fees and charges, but generally include some level of subsidy from the agency’s general fund. In order to assist with predicting a level of subsidy, GreenPlay traditionally recommends a cost recovery model. This information is summarized here with further details provided in **Appendix B**.

Conceptually, the Pyramid Methodology creates an overall philosophy and approach for resource allocation, program pricing, and cost recovery evaluation. Programs are evaluated based on their overall benefit to the individual or community, and priced for subsidy or cost recovery appropriately, as shown.

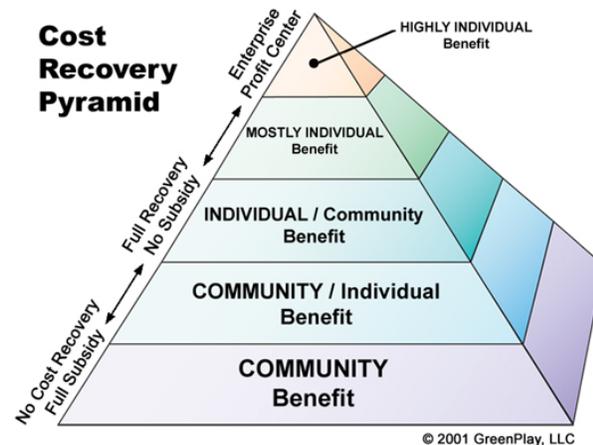
Other sources that help offset subsidies include:

Grants

- Conservation Trust Fund
- Great Outdoors Colorado (GOCO)
- Land and Water Conservation Fund
- Private Foundations

Partnerships

- It is recommended that the City establish a formal Partnership Policy- GreenPlay can provide a sample template for this purpose.
- Opportunities for: Hospitals; Fitness and Health providers; Joint public/Non-profit facilities; Private Sector (drink/food providers, clothing providers, exercise equipment providers)



Sponsorships

- It is recommended that the City establish a formal Sponsorship Policy; GreenPlay can provide a sample template for this purpose.
- Facility Sponsorship Program and Policy – Cash and In-kind
- Program Sponsorship Guidelines and Benefits
- Naming Rights and/or Amenity labeling
- Corporate and/or Local Support, Alliances

Donor/Gifting/Volunteer Programs

- Cash: Foundation, Gifts, Charitable Trusts, Endowments
- In-Kind: Volunteers, Facility Amenities
- **Foundations** – Can help with securing, managing, and attracting alternative funding.
- **Lease Purchase** – Reduces initial investment by leasing all or a portion of equipment with the option to purchase after a set investment period.
- **Management Agreements** – Private vendors may manage all or part of a facility or program, in return paying rent or sharing revenues (see Partnerships).

Louisville Recreation & Senior Center Expansion

Estimated expenses and projected revenues are based on a basic understanding of the conceptual project and the best information available regarding the market area and proposed practices of the District. There is no guarantee that the estimates and projections will be met as there are many variables that cannot be accurately determined during this conceptual planning stage, and/or are subject to change during the actual design and implementation process. The estimated number of participants is based on current program offerings or similar venues and does not guarantee the availability of participants to meet projected revenues.

Assumptions: 7 Day/Wk Operations		Spaces: Support Spaces, Gym, Weight, Fitness, FitZoneStudio, Leisure Pool, Wet Classrooms - Party Room				
Schedule	Hours			Personnel:	Full Facility Target:	
Facility Hours - M-R: 5:45a-9p	61.0				60%	
Facility Hours - FRI: 5:45a-7p	13.25					
Facility Hours - SAT: 7a-6p	11			Supplies:	10%	
Facility Hours - SUN: 8a-6p	10			Services:	30%	
Total	95.25			Capital:	5%	
Total						
Notes		Formula	Low Estimate	Estimate	Notes or Questions to be answered	
Facility Size				current 57,400 expansion 50,000	Estimated gross square footages	
Personnel Services						
Full-time salaries				\$200,044		
Part-time salaries				\$168,135		
Benefits				\$75,756		
Subtotal Personnel Services				\$443,935	Target 60% overall	
Notes		Formula	Low Estimate	Estimate	Notes or Questions to be answered	
Materials and Supplies						
Office/Uniforms				\$10,500		
Aquatics -Recreation Program Supplies/Chemicals				\$29,000		
Building Maintenance Supplies				\$0		
Custodial Supplies				\$0		
Subtotal Operational				\$39,500	Target 10% overall	
Notes		Formula	Low Estimate	Estimate	Notes or Questions to be answered	
Services						
Contracted Services (bank card, Maintenance, Custodial services)				\$10,000		
Rec General Expenses (advertising, telephone, equipment rental)				\$3,500		
Rec Facility Maintenance (trash, building and ground maintenance)				\$1,500		
Rec Equipment Maintenance (computer office op & maint)				\$37,000		
Utilities - gas & electric water & sewer		\$3.25/sqft per year for non-aquatics space, plus \$5.25/sqft for aquatics space		\$223,280	30,390 Aquatics sqft 19,610 Non-aquatics (fitness and other) 50,000 Total expansion	
Property and Liability Insurance		estimate is based on actual cost/yr. of a typical Recreation Center/sqft = \$.13/sqft		\$6,500		
Subtotal Services				\$281,780	Target 30% overall	
Notes		Formula	Low Estimate	Estimate	Notes or Questions to be answered	
Capital						
Buildings & Improvements					5% total of expansion; additional for current 3% infrastructure	
Machinery & Equipment					2% equipment replacement	
Additional R & R				\$304,564		
Subtotal Capital				\$304,564		
GRAND TOTAL EXPENDITURES				\$1,069,779		
Revenues:						
Notes		Formula	Low Estimate	Estimate	Notes or Questions to be answered	
Admission						
Monthly Pass/Punch Card Revenue				65%	\$92,755	See Admissions Tab for Details
Daily Drop In Revenue				35%	\$50,820	See Admissions Tab for Details
Sub Total - Admissions					\$143,575	
Notes		Formula	Low Estimate	Estimate	Notes or Questions to be answered	
Programs/Operations						
Additional Fitness					\$100,625	See Fitness Rev/Exp Tab for Details
Additional Aquatics Lessons/Program					\$86,680	See Aquatics Rev/Exp Tab for Details
Facility Rentals (includes parties)					\$0	Fee increase will generate more; not included
GRAND TOTAL REVENUE				\$330,880		
Surplus/(Deficit)				(\$738,899)		
Notes		Formula	Low Estimate	Estimate	Notes or Questions to be answered	
GRAND TOTAL SURPLUS/(DEFICIT) facility tax subsidy amount				(\$738,899)		
PROJECTED COST RECOVERY total collected through fees, charges & alt. funds				31%		

Louisville Recreation & Senior Center Expansion

Line Item Expenses

POSITION	FTE's	AVERAGE PAY RATE	Salary
PERSONNEL -- FULL TIME RECREATION			
Supervisor 1 - Fitness	1	\$52,083.00	\$52,083.00
Supervisor 1 - Seniors	1	\$52,083.00	\$52,083.00
Tech 1 - Facility Maintenance	1	\$38,043.29	\$38,043.29
Tech 1 - Pool Maintenance	1	\$38,043.29	\$38,043.29
Facility Assistant (.25)	0.25	\$39,582.40	\$9,895.60
Tech 1 - Accounting (.25)	0.25	\$39,582.40	\$9,895.60
TOTAL - Recreation	4.5	\$259,417	\$200,044
Non-Benefited / Non-Permanent PERSONNEL -- PART TIME			
	Hrs Week	AVE/Hr Wage	Est. Annual (Budget Exp)
Custodial	25	\$15.00	\$19,125.00
Maintenance	15	\$15.00	\$11,475.00
Aquatics Lifeguards		\$11.50	\$95,162.50
Swim Instructors		\$10.50	\$7,372.00
Fitness Instructors		\$21.00	\$10,500.00
Contractual Fitness (70%)			\$133,135
SUBTOTAL			\$35,000.00
TOTAL			\$168,135

Currently contracted - discussion
See Aquatics - Lifeguards
See Aquatics Rev-Exp
See Fitness Rev-Exp

FULL TIME	Information/Notes	(Budget)
Benefits	Estimated at 30%	\$60,013
FICA/Medicare		
Workmen's Compensation		
Health Insurance - FT/Perm employee		
Education		
Aquatics Staff Orientation/Train		
Longevity		
Attendance		
Background checks		\$0
FT TOTAL		\$60,013
PART TIME		
Benefits	Estimated at 10.75% of PT hourly (not contractual)	\$ 14,312
FICA/Medicare	7.65%	
Workmen's Compensation	2.95%	
Background checks	0.02%	\$1,431
PT TOTAL		\$15,743
TOTAL		\$75,756

Supplies	Information/Notes	(Budget)
Postage	Flyers, promotions, mailings	\$3,000
Printing	Program Guides, Flyers, Special Events	\$3,000
Office Supplies	Printer ribbons, pads, pencils, pens, paper, etc.	\$2,500
Dues and Memberships		
Uniforms	Staff	\$2,000
Chemicals	Pool Chemicals	\$15,000
Aquatics Supplies	Birthday Party,Safety,Program,Lifeguard training,CPR	\$10,000
Recreation Supplies	Fit balls, fitness equipment, mats, weight room supplies (assume equipment in FFE)	\$4,000
Building Maintenance Supplies	Hardware, plumbing, carpentry, drywall, fasteners, pest control, etc.	\$0
Custodial Supplies	Cleaning solutions, cleaning equipment, paper products, liners, etc. (assume equipment in FFE)	\$0
TOTAL SUPPLIES		\$39,500

Services	Information/Notes	(Budget)
Credit Card Fees	Percent of each sale by credit card	\$5,000
Maintenance Contracted Services	HVAC, major maintenance problems	\$5,000
Sub Total		\$10,000
Telephone	phones,cellphones, etc	\$1,000
Equipment Rental		\$2,500
Sub Total		\$3,500
Gas and Electric	See Proforma Page 1	\$0
Heat	See Proforma Page 1	\$0
Water/Sewer	See Proforma Page 1	\$0
Trash Removal	Trash, recycling dumpsters -- \$160/month average	\$0 existing
Security	Monitoring Services	\$1,500
Sub Total		\$1,500
Computer Oper/Main Registration Software	Repair, Upgrades, Support	\$35,000 \$10K per FTE
Minor Equipment Repair	Repair of office equipment	\$2,000
Capital Replacement Fund	Money set aside for future renovations and replacements - See Proforma Page 1	\$0 see page 1
Sub Total		\$37,000
TOTAL SERVICES		\$52,000

Louisville Recreation & Senior Center Expansion

Additional Admissions Revenue

RESIDENT (68%)	PROPOSED FEE	PASSES PER WEEK	PASSES PER MONTH	PASSES PER YEAR	AVG WEEKLY USE	ANNUAL VISITS PER YEAR		TOTAL GROSS
						Year	Total	
Daily								
Toddlers								
Youth	\$ 4.50	25		1200		1,200	\$	5,400.00
Adults	\$ 6.50	50		2400		2,400	\$	15,600.00
Seniors	\$ 4.50	25		1200		1,200	\$	5,400.00
Family (2A, 3C)								
Group Youth	\$ 4.00			0			\$	0
Group Adult	\$ 6.00			0			\$	0
Subtotal				4800		4,800	\$	26,400.00
10 Punch								
Toddlers								
Youth	\$ 28.00		10	110	2	960	\$	280.00
Adults	\$ 48.00		20	220	3	2,880	\$	960.00
Seniors	\$ 28.00		10	110	1	480	\$	280.00
Family (2A, 3C)								
Subtotal						4,320	\$	1,520.00
20 Punch								
Toddlers								
Youth	\$ 53.00		10	110	2	960	\$	530.00
Adults	\$ 93.00		20	220	3	2,880	\$	1,860.00
Seniors	\$ 53.00		10	110	1	480	\$	530.00
Family (2A, 3C)								
Subtotal						4,320	\$	2,920.00
Monthly								
Toddlers								
Youth	\$ 22.00		20	220	2	60	\$	5,280.00
Adults	\$ 38.00		30	330	3	90	\$	13,680.00
Seniors	\$ 22.00		20	220	2	60	\$	5,280.00
Couple	\$ 58.00		20	220	2	60	\$	13,920.00
Senior Couple	\$ 40.00		20	220	2	60	\$	9,600.00
Family (2A, 3C)	\$ 65.00		25	275	1	30	\$	19,500.00
Subtotal						360	\$	67,260.00
RES TOTALS								
								13,800 \$ 98,100.00
NON RESIDENT (32%)								
Daily								
Toddlers								
Youth	\$ 6.75	15		720		720	\$	4,860.00
Adults	\$ 8.75	35		1680		1,680	\$	14,700.00
Seniors	\$ 6.75	15		720		720	\$	4,860.00
Family (2A, 3C)								
Group Youth	\$ 6.00			0		-	\$	-
Group Adult	\$ 8.00			0		-	\$	-
Subtotal						3,120	\$	24,420.00
10 Punch								
Toddlers								
Youth	\$ 56.00		15	165	2	1,440	\$	840.00
Adults	\$ 80.00		40	440	2	3,840	\$	3,200.00
Seniors	\$ 56.00		15	165	1	720	\$	840.00
Family (2A, 3C)								
Subtotal						6,000	\$	4,880.00
20 Punch								
Toddlers								
Youth	\$ 106.00		15	165	2	1,440	\$	1,590.00
Adults	\$ 150.00		40	440	2	3,840	\$	6,000.00
Seniors	\$ 106.00		15	165	1	720	\$	1,590.00
Family (2A, 3C)								
Subtotal						6,000	\$	9,180.00
Monthly								
Toddlers								
Youth	\$ 33.00		20	220	2	1,920	\$	660.00
Adults	\$ 50.00		45	495	3	6,480	\$	2,250.00
Seniors	\$ 33.00		20	220	2	1,920	\$	660.00
Couple	\$ 70.00		20	220	2	1,920	\$	1,400.00
Senior couple	\$ 60.00		15	165	1	720	\$	900.00
Family (2A, 3C)	\$ 75.00		15	165	1	720	\$	1,125.00
Subtotal						13,680	\$	6,995.00
NON RES TOTALS								
								28,800 \$ 45,475.00
TOTALS								
								42,600 \$ 143,575.00
Notes: Revenues are allocated at 48 weeks. Avg Daily Visits 126.79								

Comparisons

	BROOMFIELD 85,000SF		LAFAYETTE 48,372SF		ERIE 64,000SF		GOLDEN 71,483SF		LONGMONT 63,500SF	
	R	NR	R	NR	R	NR	R	NR	R	NR
Daily										
Youth	\$ 3.25	\$ 6.00	\$ 3.50	\$ 2.25	\$ 2.75	\$ 2.75	\$ 4.00	\$ 4.75	\$ 3.75	\$ 4.75
Adults	\$ 4.75	\$ 7.50	\$ 5.00	\$ 4.50	\$ 5.50	\$ 4.50	\$ 5.00	\$ 6.25	\$ 5.00	\$ 5.00
Seniors	\$ 3.75	\$ 6.00	\$ 3.25	\$ 2.70	\$ 3.40	\$ 3.50	\$ 4.00	\$ 5.00	\$ 4.00	\$ 5.00
10 Punch				\$ 39.00	\$ 49.00					
Youth	\$ 29.00	\$ 54.00								
Adults	\$ 43.00	\$ 68.00								
Seniors	\$ 34.00	\$ 54.00								
20 Punch						\$ 36.00	\$ 40.00	\$ 75.00	\$ 93.75	
Youth	\$ 55.00	\$ 102.00	\$ 56.00			\$ 63.00	\$ 70.00			
Adults	\$ 81.00	\$ 128.00	\$ 80.00			\$ 90.00	\$ 100.00			
Seniors	\$ 64.00	\$ 102.00	\$ 52.00			\$ 68.00	\$ 75.00			
Monthly										
Youth	\$ 17.00	\$ 32.00	\$ 34.00					\$ 20.00	\$ 25.00	
Adults	\$ 31.00	\$ 49.00	\$ 19.00					\$ 36.00	\$ 45.00	
Seniors	\$ 20.00	\$ 32.00	\$ 43.00					\$ 20.00	\$ 25.00	
Couple	\$ 54.00	\$ 85.00	\$ 28.00					\$ 59.00	\$ 73.75	
Senior Couple	\$ 33.00	\$ 53.00	\$ 60.00							
Annual										
Youth			\$ 185.00	\$ 229.00						
Adults			\$ 365.00	\$ 455.00						
Seniors			\$ 219.00	\$ 275.00						
Family			\$ 719.00	\$ 899.00						

Calculations: Resident 68%
Avg. Sales Non-resident 32%

Louisville Recreation & Senior Center Expansion

**Additional Fitness Revenue
Part Time Salaries**

	<u>QTY/WK</u> <u>(AVG)</u>	<u>RATE (AVG)</u>	<u># STUDENTS</u>	<u>HOURS PER</u> <u>CLASS</u>	<u>HOURS PER</u> <u>WEEK</u>	<u>WEEKS</u>	<u>HOURS PER</u> <u>YEAR</u>	<u>PARTICIPANTS</u> <u>/YR</u>	<u>TOTAL GROSS</u>	<u>INSTRUCTOR</u> <u>COSTS</u>	<u>NET REVENUE</u>
FitZone											
Group	10	\$ 4.50	15	1	10	50	500	7,500	\$ 33,750.00	\$ 10,500.00	\$ 23,250.00
Speciality	10	\$ 10.00	10	1.5	15	50	750	5,000	\$ 50,000.00		\$ 15,000.00
FOD		\$ 4.50	75						\$ 16,875.00	\$ -	\$ 16,875.00
TOTALS	20				25		1,250	12,500	\$ 100,625.00	\$ 10,500.00	\$ 55,125.00
Notes:	Costs may be lower/higher through reduced/increased hours, number of programs offered or hourly wages. Equipment is drop in rate; FitZone group rate estimated at minimal drop in. Speciality classes are based on sessions and length of class - contractual 70/30 split (see Line Item Detail PT salaries); instructor rates are allocated at \$21/hr.										

Louisville Recreation & Senior Center Expansion

**Additional Aquatics Revenue/Expense
Part Time Salaries**

	<u>QTY</u>	<u>AVG RATE</u>	<u># STUDENTS PER CLASS</u>	<u>INSTRUCTOR</u>		<u>PARTICIPANTS /YR (AVG)</u>	<u>TOTAL GROSS</u>	<u>INSTRUCTOR</u>	
				<u>HOURS/SESSI ON</u>	<u>HOURS PER YEAR</u>			<u>COSTS</u>	<u>NET REVENUE</u>
Lessons (2 week sessions @ 21 weeks = approx 10 sessions)									
Per session - 5 levels, 2 classes									
per level	10	\$ 45.00	8	40	400	800	\$ 36,000.00	\$ 4,600.00	\$ 31,400.00
Classes/session for each group	4								
Total classes per session	40								
Sessions per year	10								
Group lessons per year	100								
Classes per year	400								
Private (2 week sessions @ 21 weeks = approx 10 sessions)									
Lessons	5	\$ 20.00	1	1	50	50	\$ 1,000.00	\$ 900.00	\$ 100.00
Sessions per year	10								
Speciality (2 week sessions @ 48 weeks = approx 24 sessions)									
Speciality	2	\$ 60.00	6	1	48	288	\$ 17,280.00	\$ 864.00	\$ 16,416.00
Sessions per year	24								
Lessons per year	48								
Water Exercise (2 week sessions @ 48 weeks = approx 24 sessions)									
				PER YEAR					
By Type	2	\$ 45.00	15	1	48	720	\$ 32,400.00	\$ 1,008.00	\$ 31,392.00
Sessions per year	24								
Lessons per year	48								
TOTALS:						1858	\$ 86,680.00	\$ 7,372.00	\$ 79,308.00
Notes:	Costs may be lower/higher through reduced/increased hours, number of programs offered or hourly wages. New lessons calculated at 21 weeks allows down time for maintenance and off weeks for breaks; focus on busy lesson times. Instructor rates (group lessons) are allocated at \$11.50/hr, avg 1 instructors per class. Private lessons at \$18/hr. Water exercise calculated at 42 weeks, instructor rates are allocated at \$21/hr.								

Louisville Recreation & Senior Center Expansion

Additional Aquatics - Estimated Life Guard Hours

		<u>HOURS</u>	<u>RATE</u>	<u>EMP</u>	<u>WEEKS</u>	<u>TOTAL</u>	<u>TOTAL MAN HOURS</u>
Saturday							
7:45:00 AM	12:00:00 AM	4.25	\$ 11.50	1	50	\$ 2,443.75	212.5
12:00:00 AM	3:00:00 PM	3.00	\$ 11.50	3	50	\$ 5,175.00	450
3:00:00 PM	5:30:00 PM	2.50	\$ 11.50	2	50	\$ 2,875.00	250
Sunday							
9:45:00 PM	12:00:00 PM	2.25	\$ 11.50	2	50	\$ 2,587.50	225
12:00:00 PM	5:30:00 PM	5.50	\$ 11.50	3	50	\$ 9,487.50	825
Monday							
5:45:00 AM	12:00:00 PM	6.25	\$ 11.50	1	50	\$ 3,593.75	312.5
12:00:00 PM	5:00:00 PM	5.00	\$ 11.50	2	50	\$ 5,750.00	500
5:00:00 PM	8:30:00 PM	3.50	\$ 11.50	3	50	\$ 6,037.50	525
Tuesday							
5:45:00 AM	12:00:00 PM	6.25	\$ 11.50	1	50	\$ 3,593.75	312.5
12:00:00 PM	5:00:00 PM	5.00	\$ 11.50	2	50	\$ 5,750.00	500
5:00:00 PM	8:30:00 PM	3.50	\$ 11.50	3	50	\$ 6,037.50	525
Wednesday							
5:45:00 AM	12:00:00 PM	6.25	\$ 11.50	1	50	\$ 3,593.75	312.5
12:00:00 PM	5:00:00 PM	5.00	\$ 11.50	2	50	\$ 5,750.00	500
5:00:00 PM	8:30:00 PM	3.50	\$ 11.50	3	50	\$ 6,037.50	525
Thursday							
5:45:00 AM	12:00:00 PM	6.25	\$ 11.50	1	50	\$ 3,593.75	312.5
12:00:00 PM	5:00:00 PM	5.00	\$ 11.50	2	50	\$ 5,750.00	500
5:00:00 PM	8:30:00 PM	3.50	\$ 11.50	3	50	\$ 6,037.50	525
Friday							
5:45:00 AM	12:00:00 PM	6.25	\$ 11.50	1	50	\$ 3,593.75	312.5
12:00:00 PM	6:30:00 PM	6.50	\$ 11.50	2	50	\$ 7,475.00	650
TOTALS		89.25				\$ 95,162.50	8275
Notes:							
Costs may be lower/higher through reduced/increased hours, or hourly wages.							
Costs are allocated at 50 weeks to account for holidays, vacation, sick and 1 week maintenance closure.							
Staff arrives 15 min before opening; pool closes /12 hour before facility; FT staff rotates in guard duties							

SCHEDULE (50 wks)	hours/day	hours/wk	hours/yr
M-R	5:45am-8:30pm	14.75	59
F	5:45am-6:30pm	12.75	12.75
Sat	7:45am-5:30pm	9.75	9.75
Sun	9:45am-5:30pm	7.75	7.75
TOTAL		89.25	4462.5

Louisville Recreation & Senior Center Expansion

Full Budget Analysis w/ Public Works/Facility Maintenance and R&R

Revenues	Current	Expansion	Total
720 - Rec Admin			
721 - Center Mgmt (Admissions)	\$ 1,032,582	\$ 143,575	\$ 1,176,157
721 - Center Mgmt (Fee Increase/Admissions)		\$ 170,280	\$ 170,280
722 - Aquatics	\$ 143,510	\$ 86,680	\$ 230,190
723 - Fitness (GroupX)	\$ 108,233	\$ 100,625	\$ 208,858
724 - Youth	\$ 212,587		\$ 212,587
725 - Memory Square	\$ 36,939		\$ 36,939
726- Youth Sports	\$ 134,594		\$ 134,594
727 - Adult Sports	\$ 47,644		\$ 47,644
728 - Senior Services	\$ 82,043		\$ 82,043
731 - Senior Meal	\$ 48,000		\$ 48,000
732 - Nite at the Rec	\$ 42,698		\$ 42,698
Total	\$ 1,888,830	\$ 501,160	\$ 2,389,990
Expenses	\$ 2,062,307		\$ 2,062,307
Personnel		\$ 443,935	\$ 443,935
Supplies		\$ 39,500	\$ 39,500
Services		\$ 281,780	\$ 281,780
Public Works - Building Maintenance	\$ 427,702	\$ -	\$ 427,702
Recreation/Senior Center R&R	\$ 125,000	\$ 304,564	\$ 429,564
Total	\$ 2,615,009	\$ 1,069,779	\$ 3,684,788
Cost Recovery	72%	47%	65%
Total Surplus/Deficit	\$ (726,179)	\$ (568,619)	\$ (1,294,798)

Expansion Cost Recovery
47%

Current Cost Recovery
72%

Combined Cost Recovery
65%

* Includes revenue increase of 16% in admissions, 26% in rentals and 31% in parties at current level of use but with increased fee applied.

Louisville Recreation & Senior Center Expansion

w/o Public Works/Facility Maintenance Transfer

	Current	Year 1 Combined	Year 2	Year 3	Year 4	Year 5
REVENUES						
720 - Rec Admin			\$ -	\$ -	\$ -	\$ -
721 - Center Mgmt	\$ 1,032,582	\$ 1,176,157	\$ 1,211,442	\$ 1,247,785	\$ 1,285,219	\$ 1,323,775
721 - Addt'l Admissions		\$ 170,280	\$ 175,388	\$ 180,650	\$ 186,070	\$ 191,652
722 - Aquatics	\$ 143,510	\$ 230,190	\$ 237,096	\$ 244,209	\$ 251,535	\$ 259,081
723 - Fitness (GroupX)	\$ 108,233	\$ 208,858	\$ 215,124	\$ 221,577	\$ 228,225	\$ 235,072
724 - Youth	\$ 212,587	\$ 212,587	\$ 218,965	\$ 225,534	\$ 232,300	\$ 239,269
725 - Memory Square	\$ 36,939	\$ 36,939	\$ 38,047	\$ 39,189	\$ 40,364	\$ 41,575
726 - Youth Sports	\$ 134,594	\$ 134,594	\$ 138,632	\$ 142,791	\$ 147,074	\$ 151,487
727 - Adult Sports	\$ 47,644	\$ 47,644	\$ 49,073	\$ 50,546	\$ 52,062	\$ 53,624
728 - Senior Services	\$ 82,043	\$ 82,043	\$ 84,504	\$ 87,039	\$ 89,651	\$ 92,340
731 - Senior Meal	\$ 48,000	\$ 48,000	\$ 49,440	\$ 50,923	\$ 52,451	\$ 54,024
732 - Nite at the Rec	\$ 42,698	\$ 42,698	\$ 43,979	\$ 45,298	\$ 46,657	\$ 48,057
TOTAL REVENUE	\$ 1,888,830	\$ 2,389,990	\$ 2,461,690	\$ 2,535,540	\$ 2,611,607	\$ 2,689,955
EXPENSES						
Current	\$ 2,062,307	\$ 2,062,307	\$ 2,124,176	\$ 2,187,901	\$ 2,253,539	\$ 2,321,145
Personnel		\$ 443,935	\$ 457,253	\$ 470,970	\$ 485,099	\$ 499,652
Supplies		\$ 39,500	\$ 40,685	\$ 41,906	\$ 43,163	\$ 44,458
Services		\$ 281,780	\$ 290,233	\$ 298,940	\$ 307,909	\$ 317,146
Public Works Transfer	\$ 427,702	\$ 427,702	\$ 440,533	\$ 453,749	\$ 467,362	\$ 481,382
Community Center R&R	\$ 125,000	\$ 429,564	\$ 442,451	\$ 455,724	\$ 469,396	\$ 483,478
TOTAL EXPENSES	\$ 2,615,009	\$ 3,684,788	\$ 3,795,331	\$ 3,909,191	\$ 4,026,467	\$ 4,147,261
NET	-\$726,179	-\$1,294,798	-\$1,333,641	-\$1,373,651	-\$1,414,860	-\$1,457,306
COST RECOVERY	72%	65%	65%	65%	65%	65%

SUBJECT: BLUE PARROT SOUTHERN PARKING LOT PURCHASE

- 1. 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 – *Continued from 07/05/2016***
- 2. 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 – 2ND Reading – Public Hearing – Advertised *Daily Camera* 07/10/2016**

DATE: JULY 19, 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

SUBJECT: BLUE PARROT SOUTHERN PARKING LOT PURCHASE

DATE: JULY 19, 2016

PAGE 3 OF 3

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) Purchase Public Notice published in Boulder Daily Camera 7/8/2016.
- 7) Staff Presentation

**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

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:

Meredyth Muth, 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

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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	<i>5 business days after MEC</i>	
		Title		
2	§ 8.1	Record Title Deadline	<i>6/22/2016</i>	Wednesday
3	§ 8.2	Record Title Objection Deadline	<i>6/27/2016</i>	Monday
4	§ 8.3	Off-Record Title Deadline	<i>6/22/2016</i>	Wednesday
5	§ 8.3	Off-Record Title Objection Deadline	<i>6/27/2016</i>	Monday
6	§ 8.4	Title Resolution Deadline	<i>7/1/2016</i>	Friday
7	§ 8.6	Right of First Refusal Deadline	<i>n/a</i>	
		Owners' Association		
8	§ 7.3	Association Documents Deadline	<i>n/a</i>	
9	§ 7.4	Association Documents Objection Deadline	<i>n/a</i>	
		Seller's Property Disclosure		
10	§ 10.1	Seller's Property Disclosure Deadline	<i>n/a</i>	
		Loan and Credit		
11	§ 5.1	Loan Application Deadline	<i>n/a</i>	
12	§ 5.2	Loan Objection Deadline	<i>n/a</i>	
13	§ 5.3	Buyer's Credit Information Deadline	<i>n/a</i>	
14	§ 5.3	Disapproval of Buyer's Credit Information Deadline	<i>n/a</i>	
15	§ 5.4	Existing Loan Documents Deadline	<i>n/a</i>	
16	§ 5.4	Existing Loan Documents Objection Deadline	<i>n/a</i>	
17	§ 5.4	Loan Transfer Approval Deadline	<i>n/a</i>	
18	§ 4.7	Seller or Private Financing Deadline	<i>n/a</i>	
		Appraisal		
19	§ 6.2	Appraisal Deadline	<i>n/a</i>	
20	§ 6.2	Appraisal Objection Deadline	<i>n/a</i>	
21	§ 6.2	Appraisal Resolution Deadline	<i>n/a</i>	
		Survey		
22	§ 9.1	New ILC or New Survey Deadline	<i>7/6/2016</i>	Wednesday
23	§ 9.3	New ILC or New Survey Objection Deadline	<i>7/11/2016</i>	Monday
24	§ 9.4	New ILC or New Survey Resolution Deadline	<i>7/14/2016</i>	Thursday
		Inspection and Due Diligence		
25	§ 10.3	Inspection Objection Deadline	<i>n/a</i>	

159	26	§ 10.3	Inspection Resolution Deadline	n/a	
160	27	§ 10.5	Property Insurance Objection Deadline	n/a	
161	28	§ 10.6	Due Diligence Documents Delivery Deadline	6/22/2016	Wednesday
162	29	§ 10.6	Due Diligence Documents Objection Deadline	6/24/2016	Friday
163	30	§ 10.6	Due Diligence Documents Resolution Deadline	6/28/2016	Tuesday
164	31	§ 10.6	Environmental Inspection Objection Deadline	07/08/2016	Friday
165	32	§ 10.6	ADA Evaluation Objection Deadline	n/a	
166	33	§ 10.7	Conditional Sale Deadline	n/a	
167	34	§ 11.1	Tenant Estoppel Statements Deadline	n/a	
168	35	§ 11.2	Tenant Estoppel Statements Objection Deadline		
169	Closing and Possession				
170	36	§ 12.3	Closing Date	see paragraph 30 below	
171	37	§ 17	Possession Date	at the completion of transfer of title	
172	38	§ 17	Possession Time	at the completion of transfer of title	
173	39	§ 28	Acceptance Deadline Date	6/10/2016	Friday
174	40	§ 28	Acceptance Deadline Time	NLT 5:00PM/MDT	
175	41	n/a	n/a	n/a	
176	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.

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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

317 terminate on such deadline. Seller has the Right to Terminate under § 25.1, on or before Closing, in Seller's sole
318 subjective discretion, if Seller is to be released from liability under such existing loan and Buyer does not obtain
319 such compliance as set forth in § 4.6.
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322 **6. APPRAISAL PROVISIONS.**
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324 **6.1. Appraisal Definition.** An "Appraisal" is an opinion of value prepared by a licensed or certified
325 appraiser, engaged on behalf of Buyer or Buyer's lender, to determine the Property's market value (Appraised
326 Value). The Appraisal may also set forth certain lender requirements, replacements, removals or repairs
327 necessary on or to the Property as a condition for the Property to be valued at the Appraised Value.
328

329 **6.2. Appraisal Condition.** The applicable appraisal provision set forth below applies to the respective
330 loan type set forth in § 4.5.3, or if a cash transaction (i.e. no financing), § 6.2.1 applies.
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332 **6.2.1. Conventional/Other.** Buyer has the right to obtain an Appraisal. If the Appraised Value is
333 less than the Purchase Price, or if the Appraisal is not received by Buyer on or before **Appraisal Deadline** Buyer
334 may, on or before **Appraisal Objection Deadline**, notwithstanding § 8.3 or § 13:
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336 **6.2.1.1. Notice to Terminate.** Notify Seller in writing that this Contract is terminated; or
337

338 **6.2.1.2. Appraisal Objection.** Deliver to Seller a written objection accompanied by either
339 a copy of the Appraisal or written notice from lender that confirms the Appraisal Value is less than the Purchase
340 Price.
341

342 **6.2.1.3. Appraisal Resolution.** If an Appraisal Objection is received by Seller, on or
343 before **Appraisal Objection Deadline**, and if Buyer and Seller have not agreed in writing to a settlement thereof
344 on or before **Appraisal Resolution Deadline** (§ 3), this Contract will terminate on the **Appraisal Resolution**
345 **Deadline**, unless Seller receives Buyer's written withdrawal of the Appraisal Objection before such termination,
346 i.e., on or before expiration of **Appraisal Resolution Deadline**.
347

348 **6.3. Lender Property Requirements.** If the lender imposes any requirements, replacements, removals
349 or repairs, including any specified in the Appraisal (Lender Requirements) to be made to the Property (e.g., roof
350 repair, repainting), beyond those matters already agreed to by Seller in this Contract, Seller has the Right to
351 Terminate under § 25.1, (notwithstanding § 10 of this Contract), on or before three days following Seller's receipt
352 of the Lender Requirements, in Seller's sole subjective discretion. Seller's Right to Terminate in this § 6.3 does
353 not apply if, on or before any termination by Seller pursuant to this § 6.3: (1) the parties enter into a written
354 agreement regarding the Lender Requirements; or (2) the Lender Requirements have been completed; or (3) the
355 satisfaction of the Lender Requirements is waived in writing by Buyer.
356

357 **6.4. Cost of Appraisal.** Cost of the Appraisal to be obtained after the date of this Contract must be
358 timely paid by Buyer Seller. The cost of the Appraisal may include any and all fees paid to the appraiser,
359 appraisal management company, lender's agent or all three.
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365 **7. OWNERS' ASSOCIATION.** This Section is applicable if the Property is located within a
366 Common Interest Community and subject to such declaration.
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368 **7.1. Common Interest Community Disclosure.** THE PROPERTY IS LOCATED WITHIN A
369 COMMON INTEREST COMMUNITY AND IS SUBJECT TO THE DECLARATION FOR THE COMMUNITY.
370 THE OWNER OF THE PROPERTY WILL BE REQUIRED TO BE A MEMBER OF THE OWNERS'
371 ASSOCIATION FOR THE COMMUNITY AND WILL BE SUBJECT TO THE BYLAWS AND RULES AND
372 REGULATIONS OF THE ASSOCIATION. THE DECLARATION, BYLAWS, AND RULES AND REGULATIONS
373 WILL IMPOSE FINANCIAL OBLIGATIONS UPON THE OWNER OF THE PROPERTY, INCLUDING AN
374 OBLIGATION TO PAY ASSESSMENTS OF THE ASSOCIATION. IF THE OWNER DOES NOT PAY THESE
375 ASSESSMENTS, THE ASSOCIATION COULD PLACE A LIEN ON THE PROPERTY AND POSSIBLY SELL IT
376 TO PAY THE DEBT. THE DECLARATION, BYLAWS, AND RULES AND REGULATIONS OF THE
377 COMMUNITY MAY PROHIBIT THE OWNER FROM MAKING CHANGES TO THE PROPERTY WITHOUT AN
378 ARCHITECTURAL REVIEW BY THE ASSOCIATION (OR A COMMITTEE OF THE ASSOCIATION) AND THE
379 APPROVAL OF THE ASSOCIATION. PURCHASERS OF PROPERTY WITHIN THE COMMON INTEREST
380 COMMUNITY SHOULD CAREFULLY READ THE DECLARATION FOR THE COMMUNITY
381 AND THE BYLAWS AND RULES AND REGULATIONS OF THE ASSOCIATION.
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389 **7.2. Owners' Association Documents.** Owners' Association Documents (Association
390 Documents) consist of the following:
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392 **7.2.1.** All Owners' Association declarations, articles of incorporation, bylaws, articles of
393 organization, operating agreements, rules and regulations, party wall agreements;
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395 **7.2.2.** Minutes of most recent annual owners' meeting;

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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.

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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

554 INVESTIGATE THE SPECIAL TAXING DISTRICTS IN WHICH THE PROPERTY IS LOCATED BY
555 CONTACTING THE COUNTY TREASURER, BY REVIEWING THE CERTIFICATE OF TAXES DUE FOR THE
556 PROPERTY, AND BY OBTAINING FURTHER INFORMATION FROM THE BOARD OF COUNTY
557 COMMISSIONERS, THE COUNTY CLERK AND RECORDER, OR THE COUNTY ASSESSOR.
558

559 Buyer has the Right to Terminate under § 25.1, on or before **Off-Record Title Objection Deadline**, based on
560 any unsatisfactory effect of the Property being located within a special taxing district, in Buyer's sole subjective
561 discretion.
562

563 **8.6. Right of First Refusal or Contract Approval.** If there is a right of first refusal on the Property or
564 a right to approve this Contract, Seller must promptly submit this Contract according to the terms and conditions
565 of such right. If the holder of the right of first refusal exercises such right or the holder of a right to approve
566 disapproves this Contract, this Contract will terminate. If the right of first refusal is waived explicitly or expires, or
567 the Contract is approved, this Contract will remain in full force and effect. Seller must promptly notify Buyer in
568 writing of the foregoing. If expiration or waiver of the right of first refusal or approval of this Contract has not
569 occurred on or before **Right of First Refusal Deadline**, this Contract will then terminate.
570

571 **8.7. Title Advisory.** The Title Documents affect the title, ownership and use of the Property and should
572 be reviewed carefully. Additionally, other matters not reflected in the Title Documents may affect the title,
573 ownership and use of the Property, including, without limitation, boundary lines and encroachments, set-back
574 requirements, area, zoning, building code violations, unrecorded easements and claims of easements, leases and
575 other unrecorded agreements, water on or under the Property, and various laws and governmental regulations
576 concerning land use, development and environmental matters.
577

578 **8.7.1. OIL, GAS, WATER AND MINERAL DISCLOSURE. THE SURFACE ESTATE OF THE**
579 **PROPERTY MAY BE OWNED SEPARATELY FROM THE UNDERLYING MINERAL ESTATE, AND TRANSFER**
580 **OF THE SURFACE ESTATE MAY NOT NECESSARILY INCLUDE TRANSFER OF THE MINERAL ESTATE OR**
581 **WATER RIGHTS. THIRD PARTIES MAY OWN OR LEASE INTERESTS IN OIL, GAS, OTHER MINERALS,**
582 **GEOHERMAL ENERGY OR WATER ON OR UNDER THE SURFACE OF THE PROPERTY, WHICH**
583 **INTERESTS MAY GIVE THEM RIGHTS TO ENTER AND USE THE SURFACE OF THE PROPERTY TO**
584 **ACCESS THE MINERAL ESTATE, OIL, GAS OR WATER.**
585

586 **8.7.2. SURFACE USE AGREEMENT. THE USE OF THE SURFACE ESTATE OF THE**
587 **PROPERTY TO ACCESS THE OIL, GAS OR MINERALS MAY BE GOVERNED BY A SURFACE USE**
588 **AGREEMENT, A MEMORANDUM OR OTHER NOTICE OF WHICH MAY BE RECORDED WITH THE**
589 **COUNTY CLERK AND RECORDER.**
590

591 **8.7.3. OIL AND GAS ACTIVITY. OIL AND GAS ACTIVITY THAT MAY OCCUR ON OR**
592 **ADJACENT TO THE PROPERTY MAY INCLUDE, BUT IS NOT LIMITED TO, SURVEYING, DRILLING, WELL**
593 **COMPLETION OPERATIONS, STORAGE, OIL AND GAS, OR PRODUCTION FACILITIES, PRODUCING**
594 **WELLS, REWORKING OF CURRENT WELLS, AND GAS GATHERING AND PROCESSING FACILITIES.**
595

596 **8.7.4. ADDITIONAL INFORMATION. BUYER IS ENCOURAGED TO SEEK ADDITIONAL**
597 **INFORMATION REGARDING OIL AND GAS ACTIVITY ON OR ADJACENT TO THE PROPERTY, INCLUDING**
598 **DRILLING PERMIT APPLICATIONS. THIS INFORMATION MAY BE AVAILABLE FROM THE COLORADO OIL**
599 **AND GAS CONSERVATION COMMISSION.**
600

601 **8.7.5. Title Insurance Exclusions.** Matters set forth in this Section, and others, may be
602 excepted, excluded from, or not covered by the owner's title insurance policy.
603

604 **8.8. Consult an Attorney.** Buyer is advised to timely consult legal counsel with respect to all such
605 matters as there are strict time limits provided in this Contract (e.g., **Record Title Objection Deadline** and
606 **Off-Record Title Objection Deadline**).
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616 **9. NEW ILC, NEW SURVEY.**

617 **9.1. New ILC or New Survey.** If the box is checked, a **New Improvement Location Certificate**
618 **(New ILC)** **New Survey** in the form of n/a is required and the following will apply:
619

620 **9.1.1. Ordering of New ILC or New Survey.** **Seller** **Buyer** will order the New ILC or New
621 Survey. The New ILC or New Survey may also be a previous ILC or survey that is in the above-required form,
622 certified and updated as of a date after the date of this Contract.
623

624 **9.1.2. Payment for New ILC or New Survey.** The cost of the New ILC or New Survey will be paid,
625 on or before Closing, by: **Seller** **Buyer** or: n/a
626

627 **9.1.3. Delivery of New ILC or New Survey.** Buyer, Seller, the issuer of the Title Commitment (or
628 the provider of the opinion of title if an Abstract of Title), and real estate broker involved will receive a New
629 ILC or New Survey on or before **New ILC or New Survey Deadline**.
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631 **9.1.4. Certification of New ILC or New Survey.** The New ILC or New Survey will be certified by
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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

712 fees, legal fees and expenses. The provisions of this section survive the termination of this Contract. This § 10.4
713 does not apply to items performed pursuant to an Inspection Resolution.
714

715 **10.5. Insurability.** Buyer has the right to review and object to the availability, terms and conditions of
716 and premium for property insurance (Property Insurance). Buyer has the Right to Terminate under § 25.1, on or
717 before **Property Insurance Objection Deadline**, based on any unsatisfactory provision of the Property
718 Insurance, in Buyer's sole subjective discretion.
719

720 **10.6. Due Diligence.**

721 **10.6.1. Due Diligence Documents.** If the respective box is checked, Seller agrees to deliver
722 copies of the following documents and information pertaining to the Property (Due Diligence Documents) to Buyer
723 on or before **Due Diligence Documents Delivery Deadline**:
724

725 **10.6.1.1.** All contracts relating to the operation, maintenance and management of the
726 Property;
727

728 **10.6.1.2.** Property tax bills for the last na years;
729

730 **10.6.1.3.** As-built construction plans to the Property and the tenant improvements,
731 including architectural, electrical, mechanical, and structural systems, engineering reports, and permanent
732 Certificates of Occupancy, to the extent now available;
733

734 **10.6.1.4.** A list of all Inclusions to be conveyed to Buyer;
735

736 **10.6.1.5.** Operating statements for the past n/a years;
737

738 **10.6.1.6.** A rent roll accurate and correct to the date of this Contract;
739

740 **10.6.1.7.** All current leases, including any amendments or other occupancy
741 agreements, pertaining to the Property. Those leases or other occupancy agreements pertaining to the Property
742 that survive Closing are as follows (Leases): n/a
743

744 **10.6.1.8.** A schedule of any tenant improvement work Seller is obligated to complete
745 but has not yet been completed and capital improvement work either scheduled or in process on the date of this
746 Contract;
747

748 **10.6.1.9.** All insurance policies pertaining to the Property and copies of any claims
749 which have been made for the past n/a years;
750

751 **10.6.1.10.** Soils reports, surveys and engineering reports or data pertaining to the
752 Property (if not delivered earlier under § 8.3);
753

754 **10.6.1.11.** Any and all existing documentation and reports regarding Phase I and II
755 environmental reports, letters, test results, advisories, and similar documents respective to the existence or
756 nonexistence of asbestos, PCB transformers, or other toxic, hazardous or contaminated substances, and/or
757 underground storage tanks and/or radon gas. If no reports are in Seller's possession or known to Seller, Seller
758 warrants that no such reports are in Seller's possession or known to Seller;
759

760 **10.6.1.12.** Any *Americans with Disabilities Act* reports, studies or surveys concerning
761 the compliance of the Property with said Act;
762

763 **10.6.1.13.** All permits, licenses and other building or use authorizations issued by any
764 governmental authority with jurisdiction over the Property and written notice of any violation of any such permits,
765 licenses or use authorizations, if any; and
766

767 **10.6.1.14.** Other documents and information:
768 any information pertaining to any encroachments of any buildings.
769

770 **10.6.2. Due Diligence Documents Review and Objection.** Buyer has the right to review and
771 object to Due Diligence Documents. If the Due Diligence Documents are not supplied to Buyer or are
772 unsatisfactory in Buyer's sole subjective discretion, Buyer may, on or before **Due Diligence Documents**
773 **Objection Deadline**:
774

775 **10.6.2.1. Notice to Terminate.** Notify Seller in writing that this Contract is terminated;
776
777 or

778 **10.6.2.2. Due Diligence Documents Objection.** Deliver to Seller a written description
779 of any unsatisfactory Due Diligence Documents that Buyer requires Seller to correct.
780

781 **10.6.2.3. Due Diligence Documents Resolution.** If a Due Diligence Documents
782 Objection is received by Seller, on or before **Due Diligence Documents Objection Deadline**, and if Buyer and
783 Seller have not agreed in writing to a settlement thereof on or before **Due Diligence Documents Resolution**
784 **Deadline**, this Contract will terminate on **Due Diligence Documents Resolution Deadline** unless Seller receives
785 Buyer's written withdrawal of the Due Diligence Documents Objection before such termination, i.e., on or before
786 expiration of **Due Diligence Documents Resolution Deadline**.
787

788 **10.6.3. Zoning.** Buyer has the Right to Terminate under § 25.1, on or before **Due Diligence**
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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 E1527 standard 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

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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.

- 949 15.4. **Local Transfer Tax.** The Local Transfer Tax of n/a % of the Purchase Price must be
 950 paid at Closing by None Buyer Seller One-Half by Buyer and One-Half by Seller.
 951
 952 15.5. **Private Transfer Fee.** Private transfer fees and other fees due to a transfer of the Property,
 953 payable at Closing, such as community association fees, developer fees and foundation fees, must be paid at
 954 Closing by None Buyer Seller One-Half by Buyer and One-Half by Seller. The Private Transfer fee,
 955 whether one or more, is for the following association(s): n/a in the total amount of na% of the Purchase Price or
 956 \$ n/a.
 957
 958 15.6. **Water Transfer Fees.** The Water Transfer Fees can change. The fees, as of the date of this
 959 Contract, do not exceed \$ n/a for:
 960 Water Stock/Certificates Water District
 961 Augmentation Membership Small Domestic Water Company n/a and must be paid at Closing by
 962 None Buyer Seller One-Half by Buyer and One-Half by Seller
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 964 15.7. **Sales and Use Tax.** Any sales and use tax that may accrue because of this transaction
 965 must be paid when due by None Buyer Seller One-Half by Buyer and One-Half by Seller.
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 970 16. **PRORATIONS.** The following will be prorated to the **Closing Date**, except as otherwise provided:
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 972 16.1. **Taxes.** Personal property taxes, if any, special taxing district assessments, if any, and general
 973 real estate taxes for the year of Closing, based on Taxes for the Calendar Year Immediately Preceding
 974 Closing Most Recent Mill Levy and Most Recent Assessed Valuation, Other n/a.
 975
 976 16.2. **Rents.** Rents based on Rents Actually Received Accrued. At Closing, Seller will
 977 transfer or credit to Buyer the security deposits for all Leases assigned, or any remainder after lawful
 978 deductions, and notify all tenants in writing of such transfer and of the transferee's name and address. Seller
 979 must assign to Buyer all Leases in effect at Closing and Buyer must assume Seller's obligations under such
 980 Leases.
 981
 982 16.3. **Association Assessments.** Current regular Association assessments and dues (Association
 983 Assessments) paid in advance will be credited to Seller at Closing. Cash reserves held out of the regular
 984 Association Assessments for deferred maintenance by the Association will not be credited to Seller except as
 985 may be otherwise provided by the Governing Documents. Buyer acknowledges that Buyer may be obligated to
 986 pay the Association, at Closing, an amount for reserves or working capital. Any special assessment assessed
 987 prior to **Closing Date** by the Association will be the obligation of Buyer Seller. Except however, any
 988 special assessment by the Association for improvements that have been installed as of the date of Buyer's
 989 signature hereon, whether assessed prior to or after Closing, will be the obligation of Seller. Seller represents
 990 that the Association Assessments are currently payable at approximately \$ n/a per n/a and that there are no
 991 unpaid regular or special assessments against the Property except the current regular assessments and n/a.
 992 Such assessments are subject to change as provided in the Governing Documents. Seller agrees to promptly
 993 request the Association to deliver to Buyer before **Closing Date** a current Status Letter.
 994
 995 16.4. **Other Prorations.** Water and sewer charges, propane, interest on continuing loan, and n/a.
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 997 16.5. **Final Settlement.** Unless otherwise agreed in writing, these prorations are final.
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 1001 17. **POSSESSION.** Possession of the Property will be delivered to Buyer on **Possession Date** at
 1002 **Possession Time**, subject to the Leases as set forth in § 10.6.1.7.
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GENERAL PROVISIONS

- 1016 18. **DAY; COMPUTATION OF PERIOD OF DAYS, DEADLINE.**
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 1018 18.1. **Day.** As used in this Contract, the term "day" means the entire day ending at 11:59 p.m., United
 1019 States Mountain Time (Standard or Daylight Savings as applicable).
 1020 18.2. **Computation of Period of Days, Deadline.** In computing a period of days, when the ending date
 1021 is not specified, the first day is excluded and the last day is included (e.g., three days after MEC). If any deadline
 1022 falls on a Saturday, Sunday or federal or Colorado state holiday (Holiday), such deadline Will Will Not be
 1023 extended to the next day that is not a Saturday, Sunday or Holiday. Should neither box be checked, the deadline
 1024 will not be extended.
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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

1107 (whether or not paid by Buyer) will be paid to Seller and retained by Seller. It is agreed that the Earnest Money
1108 is not a penalty, and the Parties agree the amount is fair and reasonable. Seller may recover such additional
1109 damages as may be proper. Alternatively, Seller may elect to treat this Contract as being in full force and effect
1110 and Seller has the right to specific performance or damages, or both.
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1112 **21.1.2. Liquidated Damages, Applicable.** This § 21.1.2 applies unless the box in § 21.1.1.
1113 is checked. Seller may cancel this Contract. All Earnest Money (whether or not paid by Buyer) will be paid to
1114 Seller, and retained by Seller. It is agreed that the Earnest Money specified in § 4.1 is LIQUIDATED DAMAGES,
1115 and not a penalty, which amount the parties agree is fair and reasonable and (except as provided in §§ 10.4, 22,
1116 23 and 24), said payment of Earnest Money is SELLER'S ONLY REMEDY for Buyer's failure to perform the
1117 obligations of this Contract. Seller expressly waives the remedies of specific performance and additional
1118 damages.
1119

1120 **21.2. If Seller is in Default:** Buyer may elect to treat this Contract as canceled, in which case all
1121 Earnest Money received hereunder will be returned and Buyer may recover such damages as may be proper.
1122 Alternatively, Buyer may elect to treat this Contract as being in full force and effect and Buyer has the right to
1123 specific performance or damages, or both.
1124

1125 **22. LEGAL FEES, COST AND EXPENSES.** Anything to the contrary herein notwithstanding, in the event of
1126 any arbitration or litigation relating to this Contract, prior to or after **Closing Date**, the arbitrator or court must
1127 award to the prevailing party all reasonable costs and expenses, including attorney fees, legal fees and
1128 expenses.
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1130 **23. MEDIATION.** If a dispute arises relating to this Contract, (whether prior to or after Closing) and is not
1131 resolved, the parties must first proceed, in good faith, to mediation. Mediation is a process in which the parties
1132 meet with an impartial person who helps to resolve the dispute informally and confidentially. Mediators cannot
1133 impose binding decisions. Before any mediated settlement is binding, the parties to the dispute must agree to the
1134 settlement, in writing. The parties will jointly appoint an acceptable mediator and will share equally in the cost of
1135 such mediation. The obligation to mediate, unless otherwise agreed, will terminate if the entire dispute is not
1136 resolved within thirty days of the date written notice requesting mediation is delivered by one party to the other at
1137 that party's last known address (physical or electronic as provided in § 27). Nothing in this Section prohibits either
1138 party from filing a lawsuit and recording a *lis pendens* affecting the Property, before or after the date of written
1139 notice requesting mediation. This section will not alter any date in this Contract, unless otherwise agreed.
1140

1141 **24. EARNEST MONEY DISPUTE.** Except as otherwise provided herein, Earnest Money Holder must
1142 release the Earnest Money following receipt of written mutual instructions, signed by both Buyer and Seller. In
1143 the event of any controversy regarding the Earnest Money, Earnest Money Holder is not required to release the
1144 Earnest Money. Earnest Money Holder, in its sole subjective discretion, has several options: (1) wait for any
1145 proceeding between Buyer and Seller; (2) interplead all parties and deposit Earnest Money into a court of
1146 competent jurisdiction, (Earnest Money Holder is entitled to recover court costs and reasonable attorney and
1147 legal fees incurred with such action); or (3) provide notice to Buyer and Seller that unless Earnest Money Holder
1148 receives a copy of the Summons and Complaint or Claim (between Buyer and Seller) containing the case number
1149 of the lawsuit (Lawsuit) within one hundred twenty days of Earnest Money Holder's notice to the parties, Earnest
1150 Money Holder is authorized to return the Earnest Money to Buyer. In the event Earnest Money Holder does
1151 receive a copy of the Lawsuit, and has not interpled the monies at the time of any Order, Earnest Money Holder
1152 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:

u/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

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*

34. **BROKER'S ACKNOWLEDGMENTS AND COMPENSATION DISCLOSURE.**

(To be completed by Broker working with Seller)

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 Seller as a Seller's Agent Buyer's Agent Transaction-Broker in this transaction. This is a Change of Status.

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)

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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

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.

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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*

34. **BROKER'S ACKNOWLEDGMENTS AND COMPENSATION DISCLOSURE.**

(To be completed by Broker working with Seller)

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 Seller as a Seller's Agent Buyer's Agent Transaction-Broker in this transaction. This is a Change of Status.

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)

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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	<i>no change</i>		
21	§ 6.2	Appraisal Resolution Deadline	<i>no change</i>		
Survey					
22	§ 9.1	New ILC or New Survey Deadline	<i>7/11/2016</i>	Monday	
23	§ 9.3	New ILC or New Survey Objection Deadline	<i>7/22/2016</i>	Friday	
24	§ 9.4	New ILC or New Survey Resolution Deadline	<i>8/1/2016</i>	Monday	
Inspection and Due Diligence					
25	§ 10.3	Inspection Objection Deadline	<i>7/11/2016</i>	Monday	
26	§ 10.3	Inspection Resolution Deadline	<i>8/1/2016</i>	Monday	
27	§ 10.5	Property Insurance Objection Deadline	<i>no change</i>		
28	§ 10.6	Due Diligence Documents Delivery Deadline	<i>7/11/2016</i>	Monday	
29	§ 10.6	Due Diligence Documents Objection Deadline	<i>7/22/2016</i>	Friday	
30	§ 10.6	Due Diligence Documents Resolution Deadline	<i>8/1/2016</i>	Monday	
31	§ 10.6	Environmental Inspection Objection Deadline CBS2, 3, 4	<i>7/22/2016</i>	Friday	
32	§ 10.6	ADA Evaluation Objection Deadline CBS2, 3, 4			
33	§ 10.7	Conditional Sale Deadline	<i>no change</i>		
34	§ 11.1	Tenant Estoppel Statements Deadline CBS2, 3, 4	<i>no change</i>		
35	§ 11.2	Tenant Estoppel Statements Objection Deadline CBS2,3,4	<i>no change</i>		
Closing and Possession					
36	§ 12.3	Closing Date	<i>no change</i>		
37	§ 17	Possession Date	<i>no change</i>		
38	§ 17	Possession Time	<i>no change</i>		
39	<i>n/a</i>	<i>n/a</i>	<i>no change</i>		
40	<i>n/a</i>	<i>n/a</i>	<i>no change</i>		

- 18 3. Other dates or deadlines set forth in the Contract are changed as follows:
 19 **A. Under paragraph 9.1., change the checked box from "New Improvement Location Certificate" to "New Survey".**
 20 **B. Under paragraph 9.1.2, change the party responsible for payment to the Buyer.**

21 4. Additional amendments:
 22 **none**

23 All other terms and conditions of the Contract remain the same.

MF

25 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, 2016 NLT 5:00PM/MDT

26 *23* Date Time

27 

SELLER'S SIGNATURE

Save Select Signature Font Clear

Seller: **Blue Parrot, Inc.**
By: Joan Riggins, Officer

28
 29 Seller: _____ Date: _____
 30
 31

32

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		

Public Notice

Pursuant to Section 2.92.010 of the Louisville Municipal Code, notice is hereby given that at its July 19, 2016 regular meeting, the Louisville City Council will make a final determination as to the purchase of fee title to a parcel of land totaling 13,528 square feet, more or less, located at 612 and 624 Main Street, and legally described as Lots 9 and 10, Block 4, Louisville Old Town (the "Property"). The Property is being acquired as a general asset of the City and for the purchase of parking on the Property, and all or portions of the Property may subsequently be sold without necessity of election as such Property is not being acquired for any park, open space or governmental purposes. The July 19, 2016 regular meeting will begin at 7:00 p.m. in Council Chambers, Louisville City Hall, 749 Main Street, Louisville, CO, 80027. Any questions regarding the foregoing matter may be directed to the Office of the City Manager, (303) 335-4533.

Published in the Daily Camera: July 8, 2016

Purchase Contract for
612 & 624 Main Street
Blue Parrot Parking Lot

Aaron DeJong
Economic Development
July 19, 2016

612 Main Parking Purchase

- 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



612 Main Parking Purchase



- 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



- 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



- 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



- 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



Action Requested:

Resolution approving a Purchase Contract
And
2nd Reading of Purchase Ordinance

SUBJECT: RESOLUTION NO. 35, 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

DATE: JULY 19, 2016

PRESENTED BY: LAUREN TRICE, PLANNING AND BUILDING SAFETY DEPARTMENT

SUMMARY:

Case #2016-04-GRANT is a request for a preservation and restoration grant for the next phase of work on the Louisville Grain Elevator. The scope of work includes a fire sprinkler and alarm system, electrical system, and rehabilitation items including reconstruction of the porte cochere, ramp, boardwalk, grain bin floors, windows and doors, installation of the original scale, and repairing the historic sign. The applicant is the Louisville Mill Site, LLC.



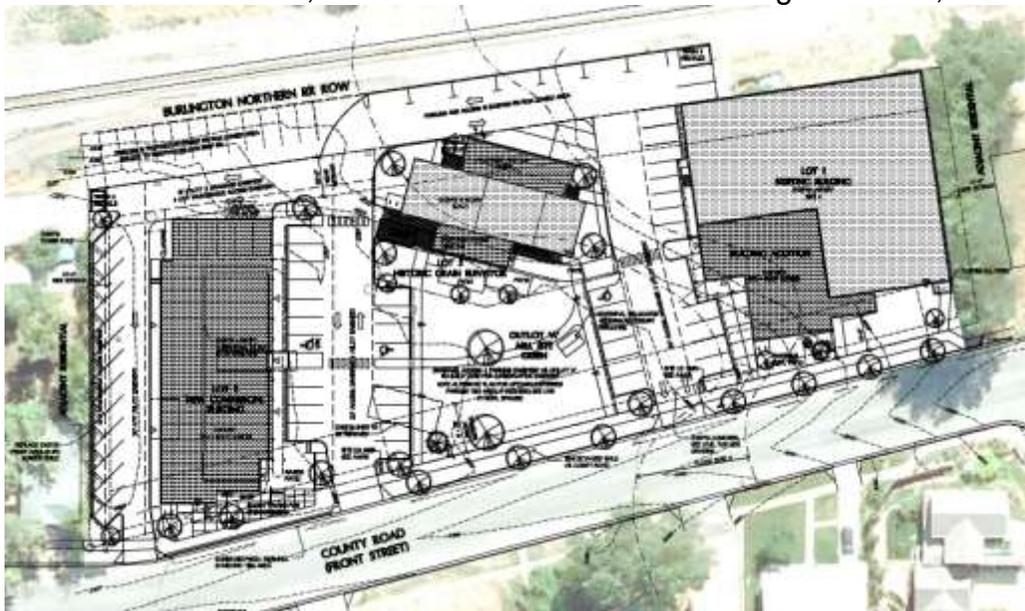
BACKGROUND:

The structure was built circa 1904-1906 and the Historical Commission nominated the property to the National Register of Historic Places in 1986 as a part of the Louisville Multiple Resource Nomination.

In 2012, to keep the Grain Elevator from being demolished, the City of Louisville purchased the 1.19 acre Grain Elevator property for \$950,000. The property includes the Grain Elevator and the adjacent 3,360 square foot retail building. The City obtained an historic structure assessment for the property, completed by Anderson Hallas and paid for from the Historic Preservation Fund. The assessment (attached) makes recommendations for the stabilization, repair and rehabilitation of the existing structure.

In 2013, City Council approved the sale of the Grain Elevator property to the Louisville Mill Site, LLC (LMS) for \$200,000. City Council also approved a \$500,000 grant to LMS from the Historic Preservation Fund to complete the stabilization work on the Grain Elevator. The closing of the sale of the property to LMS is contingent on LMS completing the stabilization work. The sale agreement also included a Master Lease enabling LMS to use the Property prior to Closing and to lease Lot 3. Under these terms, LMS executed a lease with Tilt! Pinball in March 2014 for \$2,000 per month.

In 2015, the City Council landmarked the Grain Elevator through Resolution No. 30, Series 2015. City Council also approved a final Planned Unit Development for the Louisville Mill Site through Resolution No. 29, Series 2015. The approved PUD includes a 6,500 SF addition to the south warehouse building (Lot 1), a 1,500 SF addition to the Grain Elevator (Lot 2), and demolition of the existing 3,360 SF building and construction of a new 19,000 SF commercial/office building on the 26,128 SF Lot 3.



PUD Site Plan

SUBJECT: RESOLUTION NO. 35, SERIES 2016

DATE: JULY 19, 2016

PAGE 3 OF 9



PUD Elevation Renderings



Grain Elevator – Historic Photo

SUBJECT: RESOLUTION NO. 35, SERIES 2016

DATE: JULY 19, 2016

PAGE 4 OF 9



Grain Elevator West Elevation - Current Photo



Grain Elevator East Elevation – Current Photo



Grain Elevator South Elevation – Current Photo

GRAIN ELEVATOR HISTORY:

Information from Historian Bridget Bacon

The grain elevator building is considered to be one of the Front Range area’s last remaining wooden grain elevators. It was placed on the National Register of Historic Places in 1986 due to the elevator being “historically and visually the most significant structure associated with the agricultural history of the community.” It is also listed on the Colorado Register of Historic Places. Its stacked plank construction style is considered to be rare.

John K. Mullen, an Irish immigrant, constructed the building and built and operated a number of grain elevators in Colorado in his capacity as President of the Colorado Milling & Elevator Co. The building is also associated with the Moore and Thomas families. Louisville resident Howard A. Moore and his son Donald Moore managed the elevator for about 35 years. In 1957, Louisville residents Charles Thomas and Quentin Thomas purchased the building. Charles Thomas was the brother-in-law of Donald Moore.

This building is connected with Boulder County's agricultural heritage, railroad history, mining history, and the history of the Irish in Colorado. It is located in Louisville's historic downtown area.

GRANT REQUEST:

The applicant requests a Historic Preservation Fund grant for work on the Louisville Grain Elevator. Resolution No. 2, Series 2012 provides the procedure for such grant requests. If approved, the grant funding would be used to complete Phase II of the three phase rehabilitation project. The third phase would bring the project to a point where a tenant could move in, including constructing the addition on the east elevation.

The applicant provided cost estimates from LMS LLC and George Weber Construction LLC. The applicant divided the requested work into two priorities.

Priority 1 "Protection of Structure" items include:

- **Fire Sprinkler System, \$111,851**
Provide a new fire sprinkler system compliant with NFPA to provide fire protection for the entire structure.
- **Fire Alarm System, \$23,738**
Provide a new code-compliant fire alarm system with flow alarm and smoke detection to provide a monitored system to notify emergency personnel in case of fire, smoke or fire sprinkler system activation.
- **New Electrical System, \$97,620**
Replace old electrical service to prevent hazardous conditions, also includes a new electrical panel.

Total cost estimate for Priority 1 work is **\$233,209**.

Priority 2 "Historic Rehabilitation items include:

- **Porte Cochere, Ramp & Boardwalk, \$137,488**
Reconstruct the boardwalk, wagon ramp, and porte cochere based on the existing fabric and historic photographs.
- **Window and Door Rehabilitation, \$57,281**
Restore existing wood windows and fit existing window openings with new wood windows. Restore four "barn" style doors and upper loading door.
- **Repaint Historic Sign, \$10,988**
Repaint historic sign based on historic photographs.
- **Re-install original scale on-site, \$28,537**
Return the equipment to the site from the Warembourg Farm and attempt to make the scale operational.
- **Grain bin floors, \$23,737**
Repair the floors of the grain bins and stacked plank liner walls.

Total cost estimate for Priority 2 work is **\$258,031**.

The total cost estimate for the work is **\$491,250**.

STAFF ANALYSIS

Eligibility of projects

Staff finds all of the requested items in Priority 1 are eligible for funding because they fall under rehabilitation section of Resolution No. 2, Series 2012 as “*sensitive upgrading of mechanical, electrical, and plumbing systems and other code-required work to make the property functional*”.

Staff also finds that the requested items in Priority 2 are eligible for funding. The following items in Priority 2 “sustain the existing form, integrity, and materials of a historic property”:

- Window and Door Rehabilitation
- Grain bin floors

The additional items in Priority 2 aid in the “restoration of a property to a specific, significant point in its history” when the structure was a functioning grain elevator:

- Porte Cochere, Ramp & Boardwalk
- Repaint Historic Sign
- Re-install original scale on-site

Maximum Grant Amount

The maximum grant amount allowed under Resolution No. 2, Series 2012 is \$141,000 for a landmark commercial structure and \$75,000 for new commercial construction. Any grant requests exceeding these amounts must be conditioned on the applicant matching at least 100% of the amount of the grant.

Resolution No. 2, Series 2012, Section 7 (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.*” [Emphasis Added]

In addition to the \$500,000 grant awarded for stabilization work in 2013, the applicant’s current grant request is \$491,250 and must include a 100% match. The applicant proposes a 12% match of \$58,850 as in-kind project management. Staff finds that the condition requiring a 100% match for any grant exceeding the maximum grant amount has not been met.

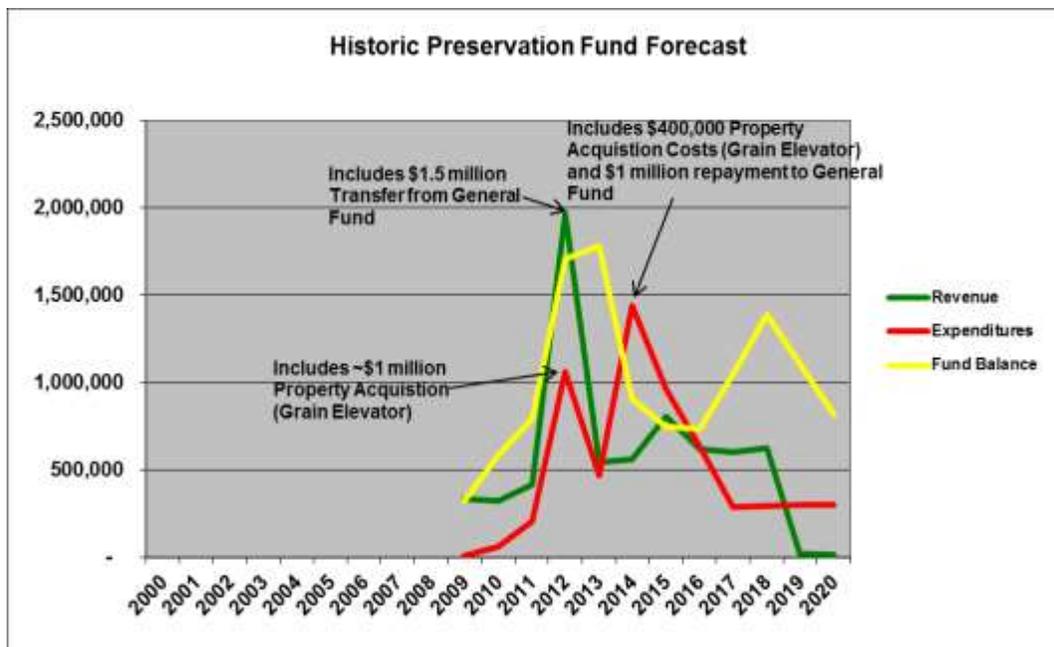
In addition, the applicant must show “extraordinary circumstances” exist to justify any grant in excess of the maximum grant allowed. Staff finds the grant request only shows “extraordinary circumstances” on the Priority 1 items. The applicant has shown the importance of the updated fire protection and electrical systems for the continued preservation and safety of the Grain Elevator. The Priority 2 items continue the work of rehabilitating the Grain Elevator; however, staff finds that these items do not fall under “extraordinary circumstances”.

FISCAL IMPACT

To date, the net financial commitment from the City to the Grain Elevator project is \$1,288,096, including the \$950,000 purchase, \$500,000 grant, (\$200,000) sale, and expenses including the historic structure assessment. If the grant is approved, the fiscal impact includes the expenditure of up to \$491,250 from the Historic Preservation Fund. The current balance of the HPF is \$898,420. Approving the grant would use 54% of the available funds.

Limiting the grant amount, as proposed in Resolution No. 2, Series 2012 would enable multiple properties throughout Downtown and Old Town to access funding from the HPF. With the recent implementation of the HPF Revolving Loan Program, there are alternative funding sources available to the applicant to provide a match for the grant request that would not have the same long-term impact on the HPF fund balance.

The following graph shows estimated Historic Preservation Fund revenues, expenditures and fund balance, not including the requested grant and not presuming the Historic Preservation Tax will be extended by voters.



HISTORIC PRESERVATION COMMISSION ACTION:

The HPC held a public hearing on the application on May 16, 2016 to review the request for the Historic Preservation Grant for the Louisville Grain Elevator. The Commission continued the discussion until June 20, 2016 with the recommendation that the applicant work with staff to apply for a Historic Preservation Fund Loan. After meeting with staff, the applicant chose not to apply for a loan. At the meeting on June 20, 2016 the Commission voted 5-1 to recommend the City Council deny the Historic Preservation Grant for the Louisville Grain Elevator based on the criteria in Resolution No. 2, Series 2012. The Commission noted that they support the scope of the work as desirable and beneficial and found that all requested items in the scope of work meet the standard of “extraordinary circumstances,” but that the criteria for matching funds was not met.

RECOMMENDATION:

Based on maximum grant amounts and the lack of a 100% match from the applicant, and the lack of demonstration of “extraordinary circumstances” for the Priority 2 requests, staff recommends denial of this grant application. Staff recommends the applicant continue to work with staff to apply for a Historic Preservation Fund Loan that could be used as the match on the Priority 1 grant request.

ATTACHMENTS:

1. Resolution No. 35, Series 2016
2. Historic Preservation Commission Resolution No. 03, Series 2016
3. Historic Preservation Commission Minutes, May 16, 2016
4. Historic Preservation Commission Minutes, June 20, 2016
5. [Link to Grant Application](#)
6. Resolution No. 2, Series 2012
7. [Link to Approved PUD](#)
8. [Link to Final Plat](#)
9. Social History
10. [Link to Historic Structure Assessment](#)
11. Presentation

**RESOLUTION NO. 35
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**

WHEREAS, there has been submitted to the City Council an application requesting a Preservation and Restoration Grant for a historic industrial structure located at a 540 County Road, known as the Louisville Grain Elevator, on property legally described as TRACT 712 8-1S-69 1.21 AC M/L PER DEED 952513 11/16/88 BCR, Town of Louisville, City of Louisville, State of Colorado; and

WHEREAS, the City Council designated the Louisville Grain Elevator as a local landmark through Resolution No. 30, Series 2015; and

WHEREAS, the City Staff and the HPC have reviewed the application and found it to be out of compliance with City Council Resolution No. 2, Series 2012, establishing criteria for Historic Preservation Fund grants; and

WHEREAS, the City Council held a properly noticed public hearing on July 19, 2016, where evidence and testimony were entered into the record, including without limitation the application and supporting materials, the City Council Staff Report dated July 19, 2016 and all attachments included with such staff report, and additional written statements and other documents, as well as testimony from the staff and applicant; and

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

Section 1. The foregoing recitals are incorporated herein.

Section 2. Based on the testimony of the witnesses and the documents and other evidence made a part of the record of the hearing before the City Council, the City Council finds as follows:

a. The application is for a Historic Preservation Fund grant for the property at 540 County Road, known as the Louisville Grain Elevator. The property is owned by City of Louisville. The applicant is Erik Hartronft, Louisville Mill Site, LLC.

e. The decision criteria that apply to the applicant's Historic Preservation Fund grant application are set forth in City Council Resolution No 2, Series 2012.

f. Resolution No. 2, Series 2012 allows grants that exceed the maximum amount set in the resolution when there is a "showing of extraordinary

circumstances” and the application matches “at least one hundred percent (100%) of the amount of the grant with expenditures or in-kind services”.

Section 3. Based on the foregoing findings and the evidence and testimony presented at the hearing, the City Council hereby concludes that the application should be denied for the following reasons:

- a. Only the Priority 1 work items in the grant request show “extraordinary circumstances”.
- b. The applicant is only providing a 12% match where a 100% match is required.

Section 4. In accordance with the above findings and conclusions, and based upon the evidence and testimony presented at the hearing, the City Council of the City of Louisville hereby denies the application for a Historic Preservation Fund grant for the Louisville Grain Elevator at 540 County Road.

PASSED AND ADOPTED this 19th day of July, 2016.

By: _____
Robert P. Muckle, Mayor

Attest: _____
Meredyth Muth, City Clerk

**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**

WHEREAS, there has been submitted to the Louisville Historic Preservation Commission (HPC) an application requesting a Preservation and Restoration Grant for a historic industrial structure located at a 540 County Road, known as the Louisville Grain Elevator, on property legally described as TRACT 712 8-1S-69 1.21 AC M/L PER DEED 952513 11/16/88 BCR, Town of Louisville, City of Louisville, State of Colorado; and

WHEREAS, the City Council designated the Louisville Grain Elevator as a local landmark through Resolution No. 30, Series 2015; and

WHEREAS, the City Staff and the HPC have reviewed the application and found it to be out of compliance with City Council Resolution No. 2, Series 2012, establishing criteria for Historic Preservation Fund grants; and

WHEREAS, the Historic Preservation Commission held a properly noticed public hearings on May 16, 2016 and June 20, 2016, where evidence and testimony were entered into the record, including without limitation the application and supporting materials, the Louisville Historic Preservation Commission Staff Reports dated May 16, 2016 and June 20, 2016 and all attachments included with such staff reports, and additional written statements and other documents, as well as testimony from the staff and applicant; and

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

Section 1. The foregoing recitals are incorporated herein.

Section 2. Based on the testimony of the witnesses and the documents and other evidence made a part of the record of the hearing before the Historic Preservation Commission, the Historic Preservation Commission finds as follows:

a. The application is for a Historic Preservation Fund grant for the property at 540 County Road, known as the Louisville Grain Elevator. The property is owned by City of Louisville. The applicant is Erik Hartronft, Louisville Mill Site, LLC.

b. The decision criteria that apply to the applicant's Historic Preservation Fund grant application are set forth in City Council Resolution No 2, Series 2012.

c. The application contains requests that are desirable and beneficial for the landmarked property.

d. Resolution No. 2, Series 2012 allows grants that exceed the maximum amount set in the resolution when there is a “showing of extraordinary circumstances” and the application matches “at least one hundred percent (100%) of the amount of the grant with expenditures or in-kind services”.

Section 3. Based on the foregoing findings and the evidence and testimony presented at the hearing, the Historic Preservation Commission hereby concludes that the application should be denied for the following reasons:

a. The applicant is only providing a 12% match where a 100% match is required.

Section 4. In accordance with the above findings and conclusions, and based upon the evidence and testimony presented at the hearing, the Historic Preservation Commission of the City of Louisville hereby recommends denial of the application for a Historic Preservation Fund grant for the Louisville Grain Elevator at 540 County Road.

PASSED AND ADOPTED this _____ day of _____, 2016.

Lynda Haley, Chairperson

Historic Preservation Commission

Meeting Minutes

May 16, 2016

City Hall, Council Chambers

749 Main Street

6:30 PM

Call to Order: Chairperson Haley called the meeting to order at 6:30 pm.

Roll Call was taken and the following members were present:

Commission Members Present:	Lynda Haley Mike Koertje Peter Stewart Debbie Fahey Cyndi Thomas Chuck Thomas
Commission Members Absent:	Jessica Fasick
Staff Members Present:	Rob Zuccaro, Dir. of Planning and Building Safety Lauren Trice, Planner I

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.

Staff Report of Facts and Issues:

Lauren Trice presents from Power Point.

- Adaptive reuse of industrial site and Louisville icon
- City Council designated as a landmark Resolution No. 30, Series 2015
- City Council approved final PUD in Resolution No. 29, Series 2015
- HPC approved alteration certificates for work on the structure
- Request is to complete Phase II of three phase rehabilitation project
- Types of work outlined in the grant request are eligible for HPF funding
- The request does not meet the requirements outlined in Resolution No. 2, Series 2012 for requests beyond the maximum grant amount
 - 100% match from applicant
 - “extraordinary circumstances” (Priority 2)
- Applicant has divided the request into two priorities
 - *Priority 1 “Protection of Structure” items include:*
 - **Fire Sprinkler System, \$111,851**

City of Louisville

Planning Department 749 Main Street Louisville CO 80027
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- **Fire Alarm System, \$23,738**
- **New Electrical System, \$97,620**
- Total cost estimate for Priority 1 work is **\$233,209**.
 - Priority 2 “Historic Rehabilitation” items include:
 - **Porte Cochere, Ramp & Boardwalk, \$137,488**
 - **Window and Door Rehabilitation, \$57,281**
 - **Repaint Historic Sign, \$10,988**
 - **Re-install original scale on-site, \$28,537**
 - **Grain bin floors, \$23,737**
- Total cost estimate for Priority 2 work is **\$258,031**.
- The total cost estimate for the work is **\$491,250**.

Eligibility of projects

Staff finds all of the requested items are eligible for funding under Resolution No. 2, Series 2012.

Maximum Grant Amount

Resolution No. 2, Series 2012, Section 7 (b) states the following:

“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.”

- \$500,000 grant for stabilization work in 2013 that is still being disbursed exceeded the maximum grant laid out in Resolution No. 2, Series 2012.
- Applicant proposes a 12% match of \$58,850 as in-kind project management.

Staff finds that the condition requiring a 100% match for any grant exceeded the maximum grant amount has not been met.

Extraordinary Circumstances

Resolution No. 2, Series 2012, Section 7 (b) states the following:

“These limitations may be exceeded upon recommendation of the Historic Preservation Commission and approval by City Council upon a showing of extraordinary circumstances.”

- Importance of the updated fire protection and electrical systems for the continued preservation and safety of the Grain Elevator.
- Priority 2 items continue the work of rehabilitating the Grain Elevator; however, staff finds that these items do not fall under “extraordinary circumstances”.

Staff finds the grant request only shows “extraordinary circumstances” on the Priority 1 items.

Fiscal Impact

- Current balance of HPF: \$906,000
- Grant Request: \$491,250 (54%)

Staff Recommendations:

Staff recommends denial of the request for a Historic Preservation Fund grant because the application does not meet the requirements in Resolution No. 2, Series 2012 for the following reasons:

1. Only the Priority 1 work items in the grant request show “extraordinary circumstances”.
2. The applicant is only providing a 12% match where a 100% match is required.

Applicant Presentation:

Randy Caranci, 441 Elk Trail, Lafayette, CO

Eric Hartronft is unable to attend this meeting due to a family illness which took a turn for the worst this past Friday. Typically, Eric is our spokesperson for this project, not only because he has ownership but because he is the architect. We like to have one point of contact.

We are extremely disappointed that Staff is recommending denial. Staff did not try to meet with us to work through some of the details prior to this submittal. Regarding the loan program, not only did we not know about the loan program other than some broad brush talk, we have no idea what the loan terms and conditions are. We would be foolish to jump in and go with the loan program when we have no information about it other than we can be flexible on terms and conditions, unlike a bank. We are asking for \$491,000 on this grant. We capped the other grant at \$500,000.

A little background on this project is that the chosen developer before I got involved was going to receive \$1.5 million. The City was ready to sign a contract with no money exchanged from them and it would have been a quit claim deed. That developer would have received roughly \$2.5 million. We capped our first grant at \$500,000. **Aaron DeJong's** numbers are always \$875,000 of what Eric and I saved this fund. My numbers show over \$1 million. On top of our original grant, we paid \$200,000 so we are giving the City \$200,000. The first grant was really \$300,000. I understand there is other land associated with this, but those were the same conditions and same terms as the other developer.

This fund can only be used for historic structures and nothing else. Just 10 days ago, at the landmark ribbon-cutting on May 7, the Mayor himself said that the Grain Elevator is the most historic structure in Louisville's history. I agree with him, at least from the fact that it might be the biggest, largest, and the one in most disrepair. It was ready to fall down.

It is also interesting that last month when we asked the HPC and Staff how much money was in the fund, no one told us and nobody knew. I would think that it would be on the tip of your

tongue. We offered to take the HPC on a walk-through of the Grain Elevator and two people showed up. I am happy to bring anybody through if those dates and times did not work. It is an interesting project and nobody can appreciate it, especially if you didn't see it before it was cleaned up. I asked Staff how much the fund generates monthly, quarterly, or even yearly and they couldn't tell me. I would think Staff should know that as well.

Lauren Trice says she has the numbers. For 2015, the HPC fund was \$592,192, generated through the sales and use tax.

Caranci says it is probably safe to say that the fund will continue to grow at \$600,000 a year. Is that the end of the 2015?

Trice says it is for the 2015 fiscal year.

Caranci says the Staff Report read that the expenditure of \$491,000 is 54% of the HPC funds. Limiting of the grant amount in Resolution No. 2, Series 2012 insures multiple properties in

Downtown ..., but this leaves it open for some confusion. Due to the recent implementation of the revolving loan program, there are alternate funding sources available to the applicant to provide a match for the grant request so it would not have the same impact on the fund balance. That is right out of the report here. Staff recommendation says, based on the maximum grant amounts and the lack of 100% match from the applicant and the lack of the demonstration of extraordinary circumstances for the Priority 2 requests, that Staff recommends denial of the application. Staff recommends the applicant work with Staff to apply for the historic fund loan that be used to match Priority 1 grant request. Why haven't we sat down with Staff prior to this and worked out the details? Then the submittal would not be denied or, if they decided at that point that we couldn't come to terms, they could then deny it. I am talking about the highest level of City Staff.

Staff is fully aware of our Builder's Risk Insurance that will expire on November 30, 2016. There is no opportunity for renewal if that expires. If we don't get the work done before then, most likely the building will sit vacant for a period of time, probably a couple of years by what the insurance company is telling us. They will not consider underwriting it again. Those are details we could have worked out with Staff prior to this.

Perception becomes truth. In the Staff Report, Staff makes no mention that the fund goes through December 18, 2018 contributing to the funds. There will be another \$1 million in that fund. They would like to add an interest-bearing loan program. The fund continues to grow on top of the sales tax contributions. In reading the Staff Report, it sounds like the grant loan we are asking for will deplete the fund and that there is no chance of recovery. Read it not from your standpoint but from a citizen's standpoint. Why would they want to give all that money to one project with no chance of recovery? I have had that question asked of me.

It is unlikely that a large grant request like this will come forward to this Commission again. There are no other historic commercial buildings that would qualify. It is critical to protect the structure in the reconstruction work of Phase 2. At the very least, we would request that you provide the grant for our Priority 1 items to protect the investment to date. The loan should not be tied to us getting a loan and implementing Priority 2 items with a grant request (the porte cochere, the windows, the scales, and the Warembourg donation).

Phase 3 makes the building able to be occupied and if not done, would result in a building that cannot be occupied. There would virtually be no income stream to pay back a loan. I have put money in out of my pocket. We did some things outside of the grant money, such as taking the siding off the top which was not in our original Phase 1 scope of work. We did it because we felt

it was important to do, so the building would not continue to deteriorate with water because it was not properly sealed. To require the matching funds via a loan means we are basically dead in the water and the structure will be vulnerable and likely never be occupied. Certainly, this is not what we want to see and I don't think that is what Council wants to see. There is too much investment here.

I wasn't going to say this, but I have a lot to say about this property, this project, and the history behind it. Not the history of the Grain Elevator, but the history of the Caranci family and the history of trying to put this project together and of me dealing with the City in 2013. There are a lot of Staff members who are new. Staff was told by City Council on January 18, 2013 to work with me on the property encroachments. I never heard from them; not a word from anyone. I came back to City Council who asked why nobody was contacting me. What was the reason for

that? Council mandated Staff to work with me on the encroachments, get the property line issues worked out, and stop the developer from trying to land-lock me. I built the building at 500 Front Street or County Road, the warehouse building, 38 years ago to help build our business. It created sales tax for this community when things were tough. Three different developers contacted me, two of which told me that they didn't have a problem taking me out of the game. They didn't have a problem with land-locking me. I could have left that building, dry warehouse storage, in the condition it was in and be fine with that. However, the City told me privately that they were going to condemn the building and use eminent domain. That seems to be City Staff's latest process of doing eminent domain through covenant if need be.

Many of the commissioners who sit here today were involved with this back when we first started this process and when we asked for the original grant. I am not trying to be hard or ask for anything special. I say there is a fund that will continue to grow. I don't want to politicize it. I have heard this could end up a ballot issue to continue this fund. Right now, we have the fund that will continue to grow through 2018 and there will be plenty of money in it.

Commission Questions of Applicant:

Koertje asks given your comments about not being allowed discussions with Staff and being unaware of the loan program specifics, would you prefer to have a continuance of this hearing to have those conversations, or would you rather we proceed tonight.

Caranci says the reason I hesitate is because you can bypass Staff if you feel this is warranted. We will still go to Council with it at some point. It is required that we have your blessing.

Haley says the HPC does not have a June meeting, so the next HPC meeting is July.

Caranci says then we cannot go in front of Council until August. Our deadline for insurance is November 30 so with that information, I would say no on the continuance.

Cyndi Thomas asks if HPC can have a special meeting in June if we desire.

Trice says HPC can have a meeting, but I will not be able to attend.

Haley asks the Commission if they are interested in a June meeting. We can schedule a June meeting if Mr. Caranci is interested in getting more options.

Caranci asks if there is no continuance, when would we be in front of Council?

Trice says it would be the first July Council meeting because Council does not meet in June.

Chuck Thomas says if we meet in June, would there be enough time to get this on the agenda for the July Council meeting?

Trice says yes.

Chuck Thomas says Council will not meet on this before July. HPC has some time at the next June meeting so that is a possibility. It will allow more time for discussion with the City to work out details that are in flux.

Caranci says because there is no future scheduled Council meeting in May, it will be July before we get in front of Council. Yes, I would like a continuance. When is the next regularly scheduled HPC meeting?

Trice says June 20th.

Closed Public Hearing and Discussion by Commission:

Stewart says I was involved from the beginning working with you, the City and the Commission, and from my perspective, I feel you and Eric have been great partners and that is the way I have always seen it. I think you have done an extraordinary job up to now given the budget you have been granted. It is a very successful project. I don't want to talk about the previous proposal the City ultimately did not take because it was bad. My memory tells me that the HPC did not recommend that proposal. When this project started, there were a lot of extraordinary

circumstances because you know what the building looked like. There was every reason to grant the exception to the matching funds and the whole package. I take a viewpoint a little bit differently than Staff's about all the items. I do a lot of professional tenant finish work and it is not uncommon that we have to do sprinklers, fire alarm systems, and electrical work. It depends on the use and the tenant, and depends on what the electrical needs are. From my perspective, I don't see those Priority 1 items as extraordinary circumstances. I agree with your thoughts about looking at the fund from a larger time frame than what is the current balance. We have not broken out the budget between our bricks and mortar budget and administrative budget and management. Even if it is 25-40% of the fund, I would look favorably on using those funds for this. My concern might be the matching funds and suggest a condition for release of the funds tied to a lease agreement with a business generating tax dollars for the City. I am open to discussion and hearing from my colleagues.

Chuck Thomas says I don't have the history because I was not on this board until 2016. In my perspective as a historic preservation professional for almost 40 years, this has the feel of being a unique cultural structural facility for Louisville. I am certainly in support of the notion of extraordinary circumstances being the rationale for additional grant funds to finish buttoning up the building and making it secure. I agree with your comments that there are some conditions necessary for an eventual tenant on the property. I toured the Grain Elevator and see it may be problematic finding a potential tenant. It is more of a long term issue in relationship to the development of the rest of the parcel. I think the tenant comes in with the rest of the development. I clearly understand having been a staff member that there is a resolution that empowers the use of these funds and that it is rather specific in terms of its conditions. Under the strict interpretation of that resolution, the proposal does not formally fit in technically with the empowering resolution. Having said that, there is nothing to prevent this body from requesting Council to grant an exemption in this case due to extraordinary circumstances. I would have no problem considering a proposal and recommending to Council that an exemption be granted for the amount of the work necessary to make the project safe. On that basis alone, I am very supportive of the continuance to allow the principals and the City Staff to further explore options and come back to us with an amended proposal or the same proposal if that becomes the only viable option for our consideration in June.

Fahey says I agree with extending this for another month to give you time to talk with Staff. I would go a step further and suggest that you also talk to economic developers and BRAD because they are the functions within the City that are given the authority to help businesses develop. That is where you are at right now. You have preserved it and that is our fund responsibility. I would say that we could give you a little more to do the Priority 1 items to continue to preserve the structure. I would be hesitant to go further than that.

Cyndi Thomas says I am glad we are able to give more time and add the June meeting. I am glad you expressed a willingness to look into the loan program because I think that is an interesting way to go. Hopefully, some productive conversations come out of the next month. I understand that there are a couple different ways it could be structured. My understanding is that there is a lease in place in the building where Tilt is and perhaps that revenue can be structured as part of the loan.

Koertje says I have been around since the beginning and I have seen the different issues we have had with the Grain Elevator. I have no doubts about the iconic nature of this building and what it means to the community. You and Eric have done great work. This structure is deserving of historic preservation funds, both what it has received and can receive in the future. I think we are bound by the resolution provisions. Because we exceeded the cap on the grant, extraordinary circumstances must be shown for any further grant funding. I can certainly see a

case for the Priority 1 items because those go to safety. It is even possible that some of the other items may show of extraordinary circumstance because, for example, the porte cochere is a unique thing and it fully restores the building. As to the impact on the historic preservation fund, it concerns me but I don't think it is an insurmountable issue. The problem I see with this proposal is the language in the resolution requiring 100% match on the grant; it is un-ambiguous and I don't see there are any exceptions to that. Loan funding may be a way around that to satisfy the match. I hope we find a way around it so we can make a positive recommendation.

Haley says my main issue is the matching piece in the resolution. Your time and effort and passion are a lot. I am more willing to do Priority 1 items than the Priority 2 as far as the grant goes. I am glad we have another month to explore and see if the loan program would be a good option.

Caranci says the Priority 1 item electrical system is serviced with Delta system and I think it is the last one in Louisville. Xcel will not service it at all. A high portion of the funds will go to Xcel bringing service. As for the loan program, we will certainly entertain matching funds through the loan program for the full grant request, \$491,000. Until I know all the details, I cannot commit to it. We have an agreement with the Warembourg family for the scales, which are the original scales from 1906. They graciously donated it to us. We have to fix up their property for it, but that is our payment to them. The porte cochere and the sign bring value to the building. It will be more than curb appeal.

Haley says that none of us feel that Priority 2 items are not important. However, we are bound to the resolution. Just to clarify, with your insurance ending in November, the Priority 1 items need to happen for you to maintain your insurance.

Rob Zuccaro says I want to make three points. First of all, Lauren did a great job writing the Staff Report and working with what we have, which is the resolution. We are analyzing this against the resolution. Secondly, Staff's recommendation does not reflect our support for the project. It just reflects our analysis of the grant application against the resolution. Finally, we are happy to work with the applicants between now and June on some additional ways to look at this and structure the grant and the loan.

Stewart makes a motion to continue the request for a Historic Preservation Fund grant until June 20, 2016, seconded by **Koertje**. 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.

Historic Preservation Commission Meeting Minutes

**June 20, 2016
City Hall, Council Chambers
749 Main Street
6:30 PM**

Call to Order: Chairperson Haley called the meeting to order at 6:30 pm.

Roll Call was taken and the following members were present:

Commission Members Present: Lynda Haley
Mike Koertje
Debbie Fahey
Cyndi Thomas
Chuck Thomas

Commission Members Absent: Jessica Fasick
Peter Stewart

Staff Members Present: Rob Zuccaro, Dir. of Planning and Building Safety

PUBLIC HEARING –

- **Louisville Grain Elevator, Historic Preservation Fund Grant, 540 County Road, Resolution No. 03, 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.

Staff Report of Facts and Issues:

Rob Zuccaro presents from Power Point.

- Fund grant request of \$491,250.
- Application the same as last month. Staff met with applicant to go over loan options such as the revolving loan fund program.
- Applicant has decided to come back with the same application.
- Grant requested for several items for rehabilitation of the structure. They are labeled as Priority 1 and Priority 2 in the application.
- Priority 1 “Protection of Structure” items include:
 - **Fire Sprinkler System, \$111,851**
 - **Fire Alarm System, \$23,738**
 - **New Electrical System, \$97,620**
 - Total cost estimate for Priority 1 work is **\$233,209**.
- Priority 2 “Historic Rehabilitation” items include:
 - **Porte Cochere, Ramp & Boardwalk, \$137,488**

City of Louisville

Planning Department 749 Main Street Louisville CO 80027
303.335.4592 (phone) 303.335.4550 (fax) www.ci.louisville.co.us

- **Window and Door Rehabilitation, \$57,281**
- **Repaint Historic Sign, \$10,988**
- **Re-install original scale on-site, \$28,537**
- **Grain bin floors, \$23,737**
 - Total cost estimate for Priority 2 work is **\$258,031**.
- The total cost estimate for the work is **\$491,250**.
- Applicant proposes to contribute **\$58,850** to the project as in-kind project management/proposed match to the grant.

History of project

City purchased the property in 2012 for \$950,000. The City funded an assessment of the property in 2013. The City entered into a purchase agreement with Louisville Mill Site LLC. The agreement included purchasing the property back from the City for \$200,000 and the City provided a grant commitment of \$500,000 for stabilization work in 2013. Stabilization work is getting close to completion. The applicant is getting to the next phase of construction and is back in front of the Historic Preservation Commission (HPC) asking for additional grant monies.

The agreement included a Planned Unit Development (PUD) for development of this property and the properties to the north and south. Proposal is for the renovation of existing buildings on the north and south; a campus plan for the Grain Elevator and two existing buildings.

In total, the City has committed \$1,250,000 to the project which includes the previous \$500,000 grant and the original purchase of the property minus the \$200,000 purchase price of the applicant from the City.

Maximum Grant Amount

- Resolution No. 2, Series 2012, Section 7 (b) states the following:
“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.”
 - \$500,000 grant for stabilization work in 2013 that is still being disbursed exceeded the maximum grant laid out in Resolution No. 2, Series 2012
 - Applicant proposes a 12% match of \$58,850 as in-kind project management.
- Staff finds that the condition requiring a 100% match for any grant exceeded the maximum grant amount has not been met.

Eligibility of projects

Staff finds all of the requested items are eligible for funding under Resolution No. 2, Series 2012.

Extraordinary Circumstances

Resolution No. 2, Series 2012, Section 7 (b) states the following:

“These limitations may be exceeded upon recommendation of the Historic Preservation Commission and approval by City Council upon a showing of extraordinary circumstances.”

- Importance of the updated fire protection and electrical systems for the continued preservation and safety of the Grain Elevator.
- Priority 2 items continue the work of rehabilitating the Grain Elevator; however, staff finds that these items do not fall under “extraordinary circumstances”.

Staff finds the grant request only shows “extraordinary circumstances” on the Priority 1 items due to the importance of these items to insure preservation and safety of the structure. These include: **Fire Sprinkler System, \$111,851, Fire Alarm System, \$23,738, New Electrical System, \$97,620.** Total cost estimate for Priority 1 work is **\$233,209.**

Staff does not believe the Priority 2 items rise to the level of extraordinary circumstances since they are not directly related to the preservation and safety of the structure. These include: **Porte Cochere, Ramp & Boardwalk, \$137,488, Window and Door Rehabilitation, \$57,281, Repaint Historic Sign, \$10,988, Re-install original scale on-site, \$28,537, Grain bin floors, \$23,737.** Total cost estimate for Priority 2 work is **\$258,031.**

Fiscal Impact

- Current balance of Historic Preservation Fund: \$906,000
- Grant Request: \$491,250 (54%)

Staff Recommendations:

Staff recommends denial of the request for a Historic Preservation Fund grant because the application does not meet the requirements in Resolution No. 2, Series 2012 for the following reasons: a

1. Only the Priority 1 work items in the grant request show “extraordinary circumstances”.
2. The applicant is only providing a 12% match where a 100% match is required.

Commission Questions of Staff:

Chuck Thomas says I feel this structure is extremely important to the City. I would hope we could structure a resolution that would accomplish the completion of the project in terms of the areas that preserve the structure. Along with that, I believe the Priority 2 items are important as well. Not only are the Priority 1 items extremely important in terms of preservation, but in terms of the rationale as to why we are doing the project, a completed project that represents the project as it was historically, it is extremely important from my perspective. Notwithstanding the fact that Staff has found the project to be out of compliance with the regulations, I am hopeful that we can find a resolution that gets the project completed and that we make representation to the public that the project is extremely important to the historic character of the City.

Zuccaro says Staff agrees that in the scope of the proposed grant, we are supportive of every item. We think they are all great additions to the project, and they are included in the PUD. It is finding a way for it to work within our current grant program and loan program.

Haley says we as a commission would say that they are all very important, but we are trying to figure out how to do it. We want to do the right thing.

Applicant Presentation:

Eric Hartronft, Louisville Mill Site LLC, 950 Spruce Street, Suite 2A, Louisville, CO

Randy Caranci, Caranci, Inc.

Randy is a member of the LLC and an owner. I am an owner and architect and can answer architectural questions.

I want to express my appreciation for your continuance on this matter. There are things we would like to talk about. We are very interested in the idea of the loan program and how that might help support our common goals in this project. We have met with Staff a couple times and we have run a lot of different proformas on this project to figure out how the grant and the loan can be worked together ultimately for completion of the project. We want to have a space that is

leasable. We believe that preservation will be dependent long term on a reuse of the structure. If we simply keep it as a standing icon, it has a negative cash flow and is harder to maintain if we don't have a paying tenant. Our goal is the same as the City's goal for economic development of this site, and to complete our vision of the entire campus.

The current condition of the site is that we are nearing completion of the Phase I stabilization. We are approaching our contractual obligation to the City. When we signed our contract for purchase of the property, we indicated what we would do in Phase 1 stabilization. In fact, as of today, we have exceeded what we said we would do with the original \$500,000 grant. We are proud we stretched the money as far as we did. It has taken longer than we anticipated, but we believe it is worth it. We are anxious to get to the next phase of the stabilization.



This is what we'd like to have and the vision we've had; the building looking like it did in 1910 with the porte cochere intact, the wagon ramp, the scales, the boardwalk, the sign on the side of the buildings, and the windows. We have not been able to accomplish this in the initial grant funding for the building. When we started this project, we didn't know how far it would go. We knew at a minimum what we would get done, and we hoped to get it more done than the minimum. Certainly, there are a lot of things left to do.



Looking at it today, it is not quite the same vision. We can all agree that after getting this far with the structure stabilization, repairing the envelope, the roof, the walls, and the siding, it is really important to protect the structure from damage in the future. We need to make sure we have a

safe electrical system, a fire sprinkler system, and a fire alarm system. If this does remain a vacant shell, those would be the minimum things to protect the structure in the future. We feel they are important.

Priority 2 "Historic Rehabilitation items include:

- **Porte Cochere, Ramp & Boardwalk, \$137,488**

Reconstruct the boardwalk, wagon ramp, and porte cochere based on the existing fabric and historic photographs.

We think it is equally important to complete the restoration of the building to an original state such as replacing those historic elements that have been lost over time so the public can access the building. Currently, we have a moat in front where the wagon ramp should be. You cannot safely get in or out of the building. If we have the wagon ramp and porte cochere, people can walk around the building, go up the ramp, and see how the wagons would have dumped the grain.

- **Window and Door Rehabilitation, \$57,281**

Restore existing wood windows and fit existing window openings with new wood windows. Restore four "barn" style doors and upper loading door.

Most of the windows have been destroyed over time and deteriorated. There are boarded up openings that we'd like to restore. We can rehabilitate some of the doors.

- **Repaint Historic Sign, \$10,988**

Repaint historic sign based on historic photographs.

The historic sign is iconic. If we don't repaint the sign, an opportunity for historic interpretation of the site and this building that stood so long in Louisville will be lost.

- **Re-install original scale on-site, \$28,537**

Return the equipment to the site from the Warembourg Farm and attempt to make the scale operational.

The scales that the Warembourgs have graciously donated back to the site still sit at their farm. It will be an expense to dig them out of the ground, bring them back, and reinstall them. We feel this is an opportunity we didn't know we would have. We don't want to squander this opportunity because it is an interesting part of the machinery of this building. The scales were in operation at the farm until 15 years ago and we want to bring them back.

- **Grain bin floors, \$23,737**

Repair the floors of the grain bins and stacked plank liner walls.

The grain bin floors structurally are not required for the stabilization of the building. We cut out a lot of rotted wood and stabilized the walls of the grain bins and foundations; however, if you look down into them which we hope people will have the opportunity to do in the future, you see the rotted floors and gaping holes. While we have the openings where the wagon ramp will hopefully cover, it will be easy to get lumber in there to repair them. Once we build the porte cochere and wagon ramp, it will be very difficult and a lot more expensive to repair the bin floors.

To get the Grain Elevator to a finished point, it is expensive and beyond any investment that would have an economic payback. None of the items we've discussed would accommodate a leasable space. It would be a cold dark shell, but it would be further down the road to getting it leasable. Our goal and dream is to bridge this gap from where we stand today to the ability to occupy this building. There is a substantial investment we will be making into the property beyond the grant money. We are talking about \$500,000 to \$600,000 additional in order to get it to the point where we can get a tenant. There will be an addition on the east side for the kitchen and restrooms. There will be enclosure of the porte cochere for additional dining space. There

would be some additional structural work inside as well as electrical, mechanical, and plumbing. From the people we have talked with, we feel a restaurant is the likely potential tenant.



Our goal is to repurpose Randy Caranci's building with an addition so it will correspond to the architecture of the Grain Elevator as well as the new building on the north side of the site.



For us to do Phase 3, we look at what the building will generate in terms of income and how that would support a loan on the building. If we look at the rental area of 3400 SF and an average rental rate of \$18.50, we have a high triple net expense because the building has very expensive upkeep. By the time we are done, we are over \$30 per foot. For an average lease rate, it bumps up to an expensive gross rent when adding the triple net because of the type of building it is. The assumption could be high or low, but we feel it is a great place for us to start to do a model.

If we take a loan of \$550,000, our hope would be to work with the HPC and have that be a loan through your new loan program. We understand the interest rate would be 3.5% today based on the Treasury rates. We understand that a 15-20 year amortization is possible, but we would need to have approval to get to a 20 year amortization. We modeled it on a 20 year amortization to get the expenses down to the point where the numbers actually worked. We look at the

capital investment we provide as well as the money we are paying for the land. If you look at the investment of a little over \$700,000, that generates a net operating income of \$50,000 a year. With a debt service on the loan I described of \$38,000 a year, our debt service coverage ratio is 1.33. The HPF loan program requires a coverage ratio of 1.25. We are right on the edge of this working or not working with your loan program. We believe we can make it work with these numbers. If we look at what the property is worth since that is what a bank would do and what your underwriter would do, there are capitalization rates anywhere from 6 to 10. Most commercial buildings around here such as retail office buildings are in the 7 to 8 range. If we apply those cap rates to this project with the income that it can produce, the value at an 8 cap is around \$635,000 which is an 87% loan to value. I didn't see any requirements in the loan program in terms of loan to value. Usually, you want to be around 80%. We would be down at a cap rate of about 7, which means the value of the building would be around \$726,000 with a loan to value of 76%. These are the metrics we use on any development project. Can the investment be supported by the income of the property? It is a pretty simple equation and this can be supported. There is almost a million dollars of work to do on the property. The \$550,000 represents the work to take it from the current grant request. If we were done with that work, we estimate about \$500,000 to take it to a leasable building. We can support that through a loan program but we can't support this current grant request. It just doesn't pay back.

The Phase 1 stabilization is almost complete; we are asking for Phase 2 tonight. It gets us up to zero value if you look at it from an income perspective. Our investment would take it the rest of the way, the \$700,000 to \$800,000 which includes our land cost, and we would take that to a bank (whether you are the bank or whether the bank is the bank).

The summary of the grant request is, if you look at Priority 1 items, whether we can lease this building or not, we all agree we have to protect it. Somehow, we will need to find a way to fund Priority 1. When we look at Priority 2, whether we have a tenant or not, to come this far and make this investment without completing the historic interpretation of the site with the elements that are still missing will really fall short of people's expectation of this project. We knew we would come back to you; we didn't know what the number would be. Now we know and so the grant request is what it is. If we can get past this, we will be able to make it a habitable building.

We have good partners in the City of Louisville and the Commission and the City Council. We will figure something out.

Randy Caranci

One of the things we did with this development, in comparison to the other development that was proposed, was we changed the view corridor to this site substantially. The other development had a 12,000 SF, two story building proposed to sit on the southwest corner of this property. Another building to the north was about 19,000 SF. These buildings would have landlocked my building to the south and created, according to City officials, a potential condemnation of my property. That is a big deal. My building was built to help the community of Louisville. When it was built, people asked me "why would you build a warehouse building so far out of town". The CTC did not exist at that time. Besides the view corridor, portions of the Mill still sit on my property. Those encroachments will go away. Finally, this building is the most historic building this community has probably ever seen. Those are the mayor's works, not mine.

Commission Questions of Applicant:

Haley asks about the 12% match, what is that amount?

Hartronft says \$58,000. We have put in more than that to date. That is the amount tied to the work we are asking to do in the grant. It would be future work.

Haley says you haven't done an official match. There is money you have put in on your own.

Hartronft says there are extraordinary circumstances with this project because it is like no other project you've ever looked at or ever will in this city. We have to be creative. There is no way to make this happen if we just follow the rules. That's what happened when the City decided to save it from demolition originally and bought it from the then-current owner who was going to tear it down. We have to figure how to get it from here to there.

Cyndi Thomas says in terms of timing, the last amendment I understood was there was an April 30 date for the \$200,000 funding of the purchase price, whereby you would own the property. What has that been extended to at this point?

Hartronft says it is the end of June. We are awaiting some information from the City Attorney. It is a complicated closing because of the number of documents that have to be sequenced. We need to get that before we can put the closing papers together.

Cyndi Thomas says would your intention be, in all of this, to fund that \$200,000 prior to the grant funding?

Hartronft says yes. If we could find a way around the little things to be done before closing, we would absolutely close by the end of this month.

Cyndi Thomas says, just to be clear, your intention would be to purchase the property regardless of whether or not you receive this grant money.

Hartronft says yes. If we don't receive this grant money, we would leave it in its current state, put a fence around the big hole in front, and would clean up the site.

Cyndi Thomas says there is an entire property here. There is a building to the north associated with this. I understand it is important to isolate this structure, but in reality, there is an entire plan. In the event that you closed on the entire property, would your intention be to cordon off this piece but still develop the piece to the north?

Hartronft says if we don't have funding to bridge to Phase 3, we will continue with the north building and with Randy's property.

Cyndi Thomas says presumably, you would develop that building because you feel it is economically feasible. Do you feel it would be appropriate to use any profits associated with that building to rehab this property given that the City provided you with an entire property to develop.

Hartronft says the problem with that scenario is that construction costs have gone up quite a bit since we originally made our proposals. The margins are pretty tight right now. Projects have to work on their own. There aren't a lot of projects that throw off enough extra money so you can give profit to your investors, yourself, your partners, and then have extra money to do a project like this. We have to make the north property work on its own. The good news is that, as a development, we are hoping the triple net cost of taking care of the green space out in front and site work and some of the painting can be rolled into an association fee for the whole development. One of our thoughts is to try to get the costs more reasonable for the tenant.

Haley says regarding the original negotiations as far as the \$500,000 stabilization grant, you said you got more done than what you expected. That sounds like the electrical, sprinklers, and water were not on the original in the beginning. What was your original intent? Did you always intend to come back?

Hartronft says we suspected we would come back. We didn't have costs for those items at the time. It doesn't require a sprinkler system by code. It is an optional thing but we feel it is an important option. We knew that the \$500,000 would not get us over "this bridge". The developer who had originally proposed before us had proposed a very expensive, all-in cost to get it to a leasable condition, including the cost we are planning to finance. He had it rolled into his proforma that would come along with the original grant. The City was ready to sign that contract

when we came along. We felt that wasn't going to fly because there is a Citizens Group that had already said it was too much money to spend out of the fund. They were ready to do another petition to stop that. We felt it was a dead end for the City to try and develop it in that manner. Would you rather have an occupied building that you've paid for and the developer reaps all the rewards from or a stabilized saved building for \$500,000 (we'll give you \$200,000 so it is only \$300,000). We'll come back to talk to you about what we can do with the building after that. We didn't know, and the other developer didn't know, about the building since it was sealed up. Now that we have exercised the building, we know what it will take. We know the numbers are estimates. We could put contingencies in any of these agreements but we feel it is going to take what we have outlined to get it to a leasable condition.

Cyndi Thomas says it sounds like you had some progressive conversations with Staff on the loan program. Where did that all break down or are they ongoing?

Hartronft says we are submitting a loan application for the \$500,000. We are definitely on track to see if we can acquire that loan. We won't close on that loan unless we have a tenant identified. We need a tenant interested in the building. We have many things on parallel paths. As a scheduling item, we cannot start construction on the new north lot building until the flood work downtown is complete and FEMA has changed the map. We have a floodplain development permit for that site, but it requires that we raise the building up unnaturally on the site. Instead of doing that and pay flood insurance, we would rather wait until the map comes out, which takes us out of the floodplain. Our start date for the new building is dependent on the FEMA letter, probably at the end of this year or early 2017.

Fahey says the proposal made by Randy Caranci at the last HPC meeting is the same one tonight. That disregards the comments that were made at the last meeting, and our objections to giving that much money. My question is have you contacted the Economic Development Office of the City or BRAD or some business organization rather than the historic organizations? The HPC job is to regulate that fund and recommend the dispersal of that money. We have given you a considerable sum over the limits and now you are asking for more money over the limit without a matching 100%. It would be very difficult for me to say we'll give you over half of the remaining money even though you don't meet the requirements for getting any of that money. The structure in my mind is stabilized and our role is to preserve the building, not make it a financial viable business. Whether you get a tenant or not is not our concern. I have a hard time giving you extra money so you can make money rather than preserve our building.

Hartronft says the point is that if we don't get any more money, then it sits there as it does today with no protection for that structure. If that's what you feel is preservation, then that's your definition or if you feel the building as it sits today without the historic elements preserved is preservation. I was instrumental in getting the fund put together. We didn't put the fund together to save buildings from falling down. It was put together to save the historic character of Louisville. I don't believe the building as it sits today contributes that well to the character of the historic town of Louisville that existed around the turn of the century. Yes, we have saved it and it's not going to fall down. Whether or not we get a tenant is immaterial to what we're asking for. We are asking to protect the structure and have the structure whole again so that it can be interpreted as a historic site. It can't be interpreted as a historic site the way it sits today. We may never get a tenant. Our financials are very clear. To profit, we invest the next \$600,000 to get a moderate income stream from that building at substantial risk.

Fahey says it is wonderful what you've done already because you have preserved the building. I am wondering if the balance of the funding should come from the business end of the City rather than the preservation end of the City. I sit in the back row at Council meetings all the time where they give out business assistance packages, waive 50% of the tax income, and give different incentives to either start or approve or expand a business in town. I think that is more

appropriate to what you want to do because you want to get a business in there. You want a revenue stream. I don't see that as our role.

Hartronft says we have talked to Economic Development. The point at which we are trying to incentivize businesses to locate here and pay high rent to be in an old building doesn't work very well for them. We are going to be asking for those incentive packages for the business part in the future.

Additional Commission Questions of Staff:

Chuck Thomas says I agree with **Commissioner Fahey** that our role is to fund historic preservation, and not necessarily make projects economically viable for for-profit organizations. Having said that, is there any argument with the financial representation that has been made by the applicants as to the gap between making this project presentable from historic preservation point of view and making it leasable from an economic development perspective. Do you have a disagreement or argument with the figures that the applicants have presented on this project?

Rob Zuccaro says the applicants have presented cost estimates for these phases that are included in the grant. We have not looked at them in detail but we also do not feel they are wholly inaccurate in way. They look like reasonable estimates based on what the applicants put together, but they have not gone out for bid. Based on face value, they look like reasonable estimates for that phase of the project.

Chuck Thomas says do you have any argument with their financial analysis saying how much they can or cannot afford to make those additional historic preservation improvements prior to making the project viable from an economic perspective.

Rob Zuccaro says we typically are not in the business of analyzing a private business plan. Our Economic Development Department has been assisting us in evaluating that. We could do a very thorough evaluation if the HPC wants us to, and bring that to the HPC. We have not done that, but from what **Mr. Hartronft** presented this evening, it is very similar to what we and our Economic Development Department have been looking at. It is very similar to what we think is realistic as far as looking at the whole package, which is getting it to a leasable state. We do not have construction bids, full sets of plans, architectural plans, or tenant finishes.

Chuck Thomas says I was the Director of Planning for the City of Rochester and I understand the limitations. I am asking if the case presents itself as reasonable opposed to unreasonable.

Zuccaro says by the way it is being presented, it is reasonable. We have no issues with the way it is being presented.

Chuck Thomas says you talked about the thresholds of matching investment that were necessary under the grant. Was there any consideration given to development of the entire parcel as proposed and contributing in part to the investment criteria? Were you looking specifically only at the subject property?

Zuccaro says we see investment in the rest of the campus as a private business investment. We do not believe it should factor into the investment and the preservation of this building.

Chuck Thomas says yet, this is a total campus and this is a component of it. There is a benefit derived from the entire investment which includes historic preservation of the subject property.

Zuccaro says there are a lot of benefits to the City for investment in the property as a whole. I think the way the resolution is written and the intent of the resolution is different. That is what we are analyzing it against. We are not being asked to analyze it as a benefit to the city as a whole. If you are just looking at the intent of the resolution, from Staff's point of view, we would not consider the investment in the rest of the campus towards the criteria.

Chuck Thomas says clearly, I am arguing in favor of the total project to be considered as part of the historic preservation goal by leveraging the investment that supports it as well. I understand Staff's position and I understand a strict interpretation of the regulations would not support my position. I am stating there is additional benefit here for consideration as to why we

might consider the additional investment even though it is not technically in compliance with the regulation. That would be my position with regard to this commission. There is no argument that the historic preservation goals would be furthered by a continued investment and that it would further demonstrate the historic nature of this property if it was restored to its turn of the century appearance. Therefore, I would be in favor of finding a mechanism whereby we could fund this, either through a revolving loan or some other mechanism that allows this to continue.

Cyndi Thomas asks if the Grain Elevator sits on a separate parcel than the north building. Are we talking about multiple parcels here?

Zuccaro says yes, there are multiple parcels, but **Eric Hartronft** can speak to it in more detail.

Hartronft says today, there is one parcel. As soon as we close on the property and purchase it, the plat we have approved gets filed, and it splits into separate parcels. The Grain Elevator will have its own parcel.

Cyndi Thomas says presumably, you could sell it off separately.

Hartronft says it will sit alone as soon as we close.

Closed Public Hearing and Discussion by Commission:

Koertje says first of all, I want to reiterate that I think the applicants have done great work so far. The point of where it is today is admirable and is a dramatic turnaround from before. I hope work continues to progress and I share the applicants' desire to see this adaptably reused. I think that is the best option for the preservation; for no other reason, it allows people to see what it was and what has happened to it. Looking at Resolution 02, Series 2012, I agree with Staff that all of the items requested are eligible theoretically for funding, but I also think we are bound by the limitations in Section 7. The maximum grant has already been exceeded by City Council. I am not quite sure how they got to that in the first place, but obviously they did. Staff pointed out that there are two requirements that have to be met to exceed the maximum grants any further. One is that there must be a showing of "extraordinary circumstances" for the proposed work. "Extraordinary circumstances" are not defined in the resolution. I would probably head down the path that Eric suggested. Based on the iconic nature of this building and being such an important project, you could define "extraordinary circumstances" to include the work that has been suggested here. I would probably be inclined to include all items if I were going down that path; even painting although the resolution specifically excludes painting. It defines it as a routine maintenance expense. This would not be routine but restoration. Where I get hung up is the matching requirement. There is no exception; it has to be a 100% match. The language is unambiguous. While I support the work that is suggested and would support the application, I can't get past the requirement and recommend approval when I know it will violate the resolution in my mind. City Council may have a completely different opinion. They had one already, so they may have one again. In part, I hope that is what happens. I do appreciate both the applicants and Staff spending the time to look at the loan program. I hope it works out.

Haley says I think I said this at the last meeting. I think that all of us would personally finance this for you if we could. The passion and the excitement of this building are not the issues for any of us. For me, it is the matching and you have already been given more than the resolution allows. We are hung up on setting a precedent for future projects. We agree this is a very unique project in Louisville. No other is like it; no other will be like it. I think as a commission, we are bound to our rules and regulations. I can see Priority 1 items being very necessary; however, the match has not been made. How much of the matching could be made towards the Priority 1 items? If you could match the \$117,000, we could accomplish Priority 1? That would decrease the overall cost of the project as far as taking a loan out. We can be assured the building would be safe. Finally, we need to be responsible with our HPF. With the sunset coming and having no idea what the future is, I want to be responsible with our loan program. I want us to be able to offer a strong loan program to our residents and structure owners. Overall,

I don't feel good about this but if I were to negotiate anything, it would be a matching for the Priority 1 and get them taken care of.

Chuck Thomas says I will express the minority opinion on this. I don't think that by approving a grant, we in any way abrogate our responsibility to historic preservation within the City by diminishing the fund. I think we recognize this is an extraordinary circumstance and extraordinary structure that is different from any other structure that we would be reasonably asked to contemplate in the near future, presuming that the fund is not renewed. I would not be suggesting that we approve it as a normal activity within the historic preservation activity. I suggest we would recommend to Council that they consider funding this request due to the extraordinary nature of the investment necessary to preserve this property. I don't see us as establishing a precedent for the expression of the funds in the future on a subsequent property by making it clear that this is an exception, not normal activity. This is being asked for the council to make specific approval for funds necessary to make this project feasible. We are not likely to ever run across another structure like this in Louisville. This opportunity strikes me as being not only unique. Since we have embarked so far on preserving this structure to date, it would require some extraordinary consideration be made. If, in lieu of this, a tenant could be found and the revolving loan fund could be used for the purpose of doing these necessary improvements, I certainly make that a condition of our recommendation to the City that we explore that option first and foremost prior to doing it. Given the testimony of the developers and likelihood of the development scenarios we are aware of, I think it is unlikely, if not remote at this point, that the structure is not sufficiently preserved in order to make it attractive for a tenant. I recognize this might be a minority position and I would like to go on the record as stating such. We should consider this project as an exception and make recommendation to Council that they considering funding this as an exception to historic preservation funding.

Cyndi Thomas says I echo what some of the other Commissioners have said. I absolutely agree that per the resolution, these items are eligible and there are "extraordinary circumstances". I do believe that some sort of a match needs to be put forth per what we are bound by as a commission. I think there are definite ways to get creative with that. Things can be negotiated, whether work is done in phases, or only dealing with stabilization so that the loan is not as large or long. Perhaps there is some profit participation that could be investigated via Staff and as it relates to the contract. I wasn't around when everything was drafted originally, but my guess is that the match is so everyone has skin in the game. Skin in the game is important and however that is crafted and created, it is real and important as a community. I would need some level of creativity to be able to approve this or recommend it going forward.

Chuck Thomas makes a motion to approve the grant application as submitted, no second. Motion dies.

Koertje makes a motion to approve **Resolution No. 03, 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, with changes suggested to the resolution,

1. In the fourth Whereas clause, there is reference of a May 16, 2016 public hearing. It should also include today's date.
2. In Section 2, letter (e) should be (b). Insert a new (c) the application contains requests that are desirable and beneficial for the landmark property.
3. In Section 3, I prefer the first (a) because I don't think we are in agreement that these would not meet the definition of extraordinary circumstances.
4. In Section 4, the HPC denies the application. I don't think we have the authority to deny. I think we can only recommend denial.

Seconded by **Fahey**. Roll call vote.

Name	Vote
Lynda Haley	Yes
Debbie Fahey	Yes
Peter Stewart	N/A
Mike Koertje	Yes
Jessica Fasick	N/A
Cyndi Thomas	Yes
Chuck Thomas	No
Motion passed/failed:	Pass

Motion passes 4-1.

DRAFT

**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.



Nancy Varra
Nancy Varra, City Clerk

Robert P. Muckle
Robert P. Muckle, Mayor



Louisville Grain Elevator History

Address: 540 County Road, Louisville, Colorado

Legal Description: Referred to as Tract 712, Louisville

Year of Construction: Likely 1905-06 (see discussion)

Summary: This building is considered to be one of the area's last remaining wooden grain elevators. It was placed on the National Register of Historic Places in 1986 due to the elevator being "historically and visually the most significant structure associated with the agricultural history of the community." It is also listed on the Colorado Register of Historic Places. Its stacked plank construction style is considered to be rare.

This building was constructed by John K. Mullen, an Irish immigrant who built and operated a number of grain elevators in Colorado in his capacity as President of the Colorado Milling & Elevator Co. Besides being associated with John K. Mullen, the building was also associated with the Moore and Thomas families. The elevator was managed for about 35 years by Louisville resident Howard A. Moore and then his son, Donald Moore. In 1957, it was purchased by Louisville residents Charles Thomas and Quentin Thomas. Charles Thomas was the brother-in-law of Donald Moore.

As shown below, this building is connected with not only Boulder County's agricultural heritage, but is also connected with the area's railroad history, mining history, and the history of the Irish in Colorado. It was owned by an outsider before it became a locally owned Louisville business several decades later. It is located in Louisville's historic downtown area.

Every attempt has been made in the writing of this report to give accurate factual information, to discontinue the use of incorrect information that has occasionally cropped up in past reports about the building, and to compile in this document all of the available information about the structure's history.

Construction by John K. Mullen and Early Operation

The story of Louisville, Colorado is often told in terms of its history as a small coal mining town. However, farming not only predated mining in the area, but local farmers continued to play an important role in the town's economy and cultural life through much of the 1900s.

It was on the farm of David Kerr that coal was first discovered in 1877. And since coal mining was seasonal in this area due to the high moisture content of the coal that caused it to disintegrate once the coal was brought out of the ground, coal mining and farming came to have a complimentary relationship. Some miners worked on farms in the warm months, while some farmers worked in coal mines in the cold months. Louisville area farmers, though they did not live in town, certainly identified themselves as Louisville residents and fully participated in the town's economic, civic, and cultural life. They attended Louisville churches, shopped in the stores, and sent their children to Louisville schools. Just as Louisville miners tended to be recent European immigrants, the area farmers also represented different ethnicities.

Louisville faced particular challenges in the 1880s and 1890s (following its founding in 1878) and finally emerged with a viable economy after the turn of the century. This development likely made it a particularly attractive site for someone to build an elevator or mill in the early 1900s. A 1902 *Denver Post* item reported that a company called the Centennial Mill and Elevator Company in Louisville had been incorporated. However, there is no evidence that this was the company that constructed the Louisville Grain Elevator.

Boulder County property records indicate that the property on which the Grain Elevator was built came from The Union Pacific Coal Company. The deeds show that Peter F. Murphy of Louisville purchased property from Union Pacific in August 1905 and resold this parcel to John K. Mullen in October 1905. Both were Irish Catholics. It could be speculated that they knew one another and that Murphy was even acting on Mullen's behalf.

John K. Mullen, who had the Louisville Grain Elevator built, was an Irish immigrant who rose to great heights as the head of an empire of grain elevators and flour mills in Colorado and some surrounding states. He was born in County Galway, Ireland in 1847 and came to the United States in 1856 at the time of the Irish Potato Famine. He and his family settled in Oriskany Falls, New York, where he worked at a flour mill. As a young man, he worked his way West and assumed more and more responsibility in the grain industry. As described on the jacket of William J. Convery's biography of Mullen, *Pride of the Rockies: The Life of Colorado's Premiere Irish Patron, John Kernan Mullen*, Mullen "ruthlessly rose to control of the West's flour milling industry and was one of the architects of early Denver's transformation from a dusty supply town to the Queen City of the Mountains and Plains. A celebrated giver during his lifetime, J.K. Mullen endowed many religious and civic monuments." For example, Mullen High School in Denver was named for him, as was the Mullen Library at Catholic University in Washington, D.C. He helped finance and oversaw the construction of Denver's Cathedral of the Immaculate Conception. At times, he was even the owner of Elitch Gardens and the famous Matchless Mine in Leadville, among other prominent Colorado properties.

The book states that "[e]vidence of Mullen's contribution to the architectural landscape stretches beyond Denver. The tallest structure in many farming towns throughout the Rocky Mountain West is the grain elevator constructed by Mullen's Colorado Milling and Elevator Company" (p. 2). "By 1924, The

Colorado Milling and Elevator Company owned nearly three hundred mills, warehouses, and elevators ...” (p. 197). The following is a portrait of J.K. Mullen from 1933:



Portrait accessed online from the Denver Public Library, Western History Collection, www.denverlibrary.org

As explained in the UC-Denver report on *Eastern Plains and Front Range Grain Elevators of Colorado*, Mullen was not only responsible for bringing to Colorado the Hungarian milling process, but he also played a leading role in creating high altitude flour. The fact that he owned both the grain elevators where farmers would bring their grain and the flour mills where the grain could be processed had the effect of tightening his control on the industry.

Although an accounting of the number of remaining J.K. Mullen’s Colorado grain elevators and mills could not be located for this report, information was found regarding Boulder County grain buildings. According to available information, two separate milling/elevator structures in Boulder burned down in 1889 and 1931. Longmont lost a flour mill and Mullen-owned grain elevator to fire in 1934. According to the UC-Denver report on *Eastern Plains and Front Range Grain Elevators of Colorado*, two other elevators besides the Louisville Grain Elevator still stand in Boulder County: in Lafayette and on a private farm in Hygiene. As with many historic elevators, the elevator in Lafayette has had metal siding installed on its sides to reduce the risk of fire, something that has never been done to Louisville’s, other than in a few limited sections. Specific information about the elevator in Hygiene could not be located for this report. Louisville’s elevator is the only one in the County that is listed on the National Register of Historic Places.

A 1918 *Denver Post* article shows that Louisville area wheat farmers at times disputed Mullen’s practices, not unlike similar conflicts of the time between Louisville coal miners and the mining companies. The articles states:

The wheat growers of the Lafayette-Louisville district are up in arms over the practices of the J.K. Mullen elevator there. Instead of the \$2.20 per bushel price fixed by the federal food commission, the elevator is paying only about \$1.00 or less for the highest grade wheat. . . . [The] Mullen explanation of a deduction of the freight to Kansas City does not explain this entire discrepancy. . . . [The farmers] are told that the purchase of wheat may be abandoned if there is any complaint.

According to the UC-Denver report *Eastern Plains and Front Range Grain Elevators of Colorado*, citing Convery's biography of Mullen,

In an effort to placate suspicious farmers who felt CM&E [the Colorado Milling & Elevator Company] was a monopoly guilty of price fixing, Mullen looked for ways to improve CM&E's image. J.K. instituted several measures designed to reestablish trust in his company. In order to provide a sense of local ownership, subsidiary mills acquired or opened by CM&E were named for the community

In this connection, it should be noted that the first and longtime name of the Louisville Grain Elevator was the "Louisville Milling & Elevator Company," and it appears to have been selected for the public relations reason noted. Other legal owners of the building were the Northern Colorado Elevator Company and the Colorado Milling & Elevator Company. It was also called the "Denver Elevator" and the words "The Denver Elevators" were painted on the side of the building even while it was owned by the Colorado Milling & Elevator Company. Despite the name changes, all of these companies are believed to have been under the control of John K. Mullen.

Date of Construction

A review of the available evidence shows that the date of construction of this building was most likely 1905-06.

(The Boulder County Assessor lists two improvements located at 540 County Road and gives the date of construction of both of them as 1936. However, the County has sometimes been found to be in error with respect to the dates of construction of Louisville buildings. The 1936 date is clearly not accurate with respect to the Grain Elevator building.)

Different reports that have been written about the history of this building have given the dates of construction as 1903, 1904, 1905, and 1908.

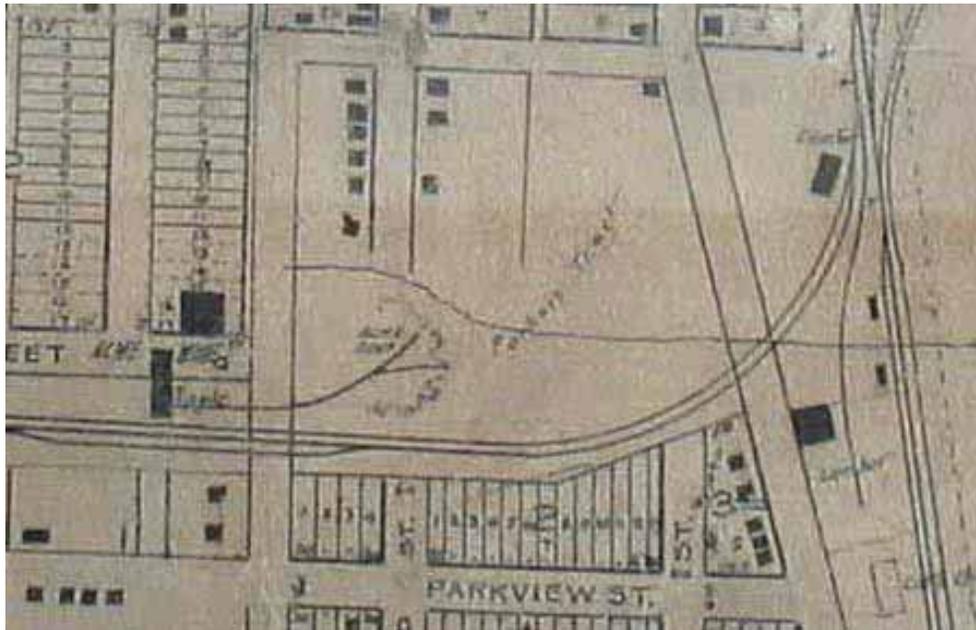
The 1908 Sanborn fire insurance map for Louisville showed the Elevator and stated the year of construction to have been 1903. However, an examination of the deeds reveals that it was not until August 1905 that The Union Pacific Coal Company sold the property to Peter F. Murphy, who then sold it to J.K. Mullen in October 1905. It seems unlikely that the structure would have been built prior to the transfer of these deeds. Also, in February 1905, the Longmont, Colorado *Ledger* newspaper reported that "Louisville, in Boulder County, wants a flour mill." While a flour mill is not the same as a grain elevator, the statement suggests that what Louisville may have more broadly been seeking was a way for its wheat farmers to easily get their wheat crops to a mill. The construction of a grain elevator would have fulfilled that need, and the appearance of the item in the Longmont paper could suggest that Louisville did not yet have a grain elevator.

The Elevator, and Howard Moore as its manager, were first listed in the 1907-08 directory for Louisville, which could indicate that it was built before 1907. Significantly, the Elevator is not listed in the 1904 or 1906 Louisville directories. (A 1905 directory for Louisville appears to not exist.)

For the foregoing reasons, it is believed that the Elevator was constructed in 1905-06.

Location of Grain Elevator and Association with Railroad

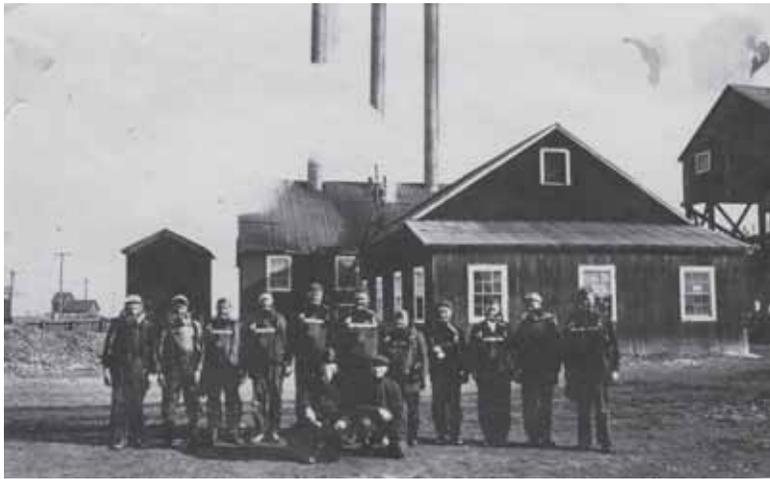
The Grain Elevator and the nearby Acme Mine that was located at Roosevelt and Hutchinson used the same railroad spur that left the main track just northeast of the Elevator and curved over to the Acme. In fact, the 1905 deed that conveyed the property from Peter F. Murphy to J.K. Mullen specifically referred to the "Acme switch" in its legal description of the parcel (a description repeated in the 1957 deed to the Thomas family). The following section of the 1909 Drumm's Wall Map of Louisville shows this relationship, with a building labeled "Elevator" on the upper right, on the spur that continued to the west past the Acme mine dump towards the Acme Mine.



1909 Drumm's Wall Map of Louisville, Louisville Historical Museum

This map shows how the Elevator was actually constructed to be parallel to the railroad spur, not the main track. This is why even today, even with the spur gone, it sits at an angle to the main track. It is believed that the reason was that it was better for the railroad cars being loaded with grain at the Elevator to not block the main line of the railroad.

This photo, looking east, shows the relationship of the Elevator to the Acme Mine, with the Elevator visible in the rear to the left of the photo:



Rescue squad by Acme Mine looking east, circa 1920s, Louisville Historical Museum

Architecture, Physical Description, and Functions of the Grain Elevator

The building has been the subject of three different architectural and historical surveys. These are believed to have been funded and completed jointly by the City of Louisville and the State of Colorado in 1982, 1985, and 2000. In addition, information about this building is available from the 1986 National Register listing and in the 2011 structural report by Anderson Hallas Architects that was commissioned by the City of Louisville.

It is believed that the general, original purpose of a grain elevator in this area was to receive grain, particularly wheat, from farmers. A farmer would bring a wagonload of grain to the elevator; interviews of local residents indicate that the grains brought to the Louisville Elevator included wheat, corn, oats, and barley. The Louisville Historical Museum has in its collection annual licenses given in the 1930s by the state of Colorado to Donald Moore, operator of the Grain Elevator, to inspect and grade wheat, barley, oats, corn, and rye.

The wagon would be weighed on the weigh scale, then emptied into a pit. Then the empty wagon would be weighed again in order to obtain a true weight of the contents. The manager of the grain elevator was responsible for this recordkeeping. Merwin Jay Harrison, whose father was manager of the Mullen-owned grain elevator in Broomfield, Colorado, stated in a 1996 oral history interview for the Carnegie Library for Local History that wheat would then be loaded onto boxcars and shipped to Denver, where, he believed, it would be delivered to the Hungarian Flour Mill, which was also owned by J.K. Mullen. Later, trucks rather than boxcars were used to transport the grain.

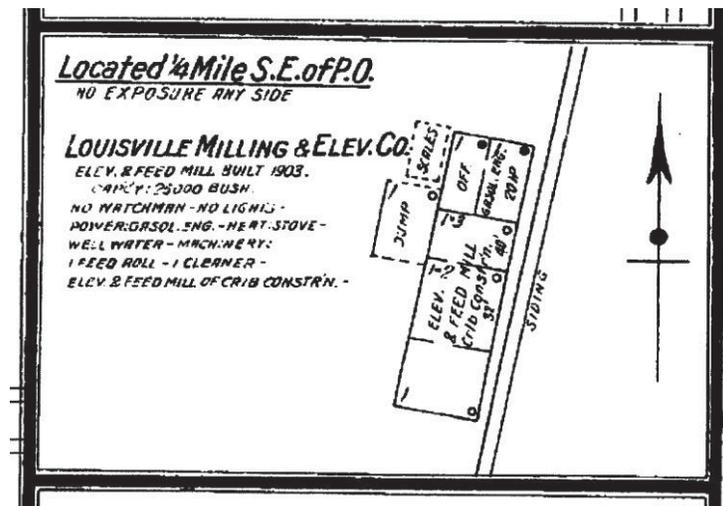
A grain elevator in this area would have also performed some processing of the grain, including separating out gravel and weed seeds from the grain brought in by farmers, and grinding.

Local residents could purchase 100-lb. sacks of flour directly from the Grain Elevator. These may have been brought from flour mills in Denver, but precise information could not be located for this report. Families in Louisville used the flour sacks from the Grain Elevator to make clothing.

Out of six possible types of materials used in the construction of grain elevators in the United States, the Louisville Grain Elevator was constructed of wood. Also, as a wooden elevator, it is considered to be of "cribbed" construction, meaning stacked lumber, as opposed to balloon frame construction.

The UC-Denver report on *Eastern Plains and Front Range Grain Elevators of Colorado* states that wood was the earliest construction material used for grain elevators. A disadvantage of wood was its high combustibility, particularly with elevators typically being located near railroad tracks where sparks could start a fire. The report cites the statistic that wood grain elevators had to be replaced at an average of every four years due to fires. (As noted below, the Louisville Elevator had an interior fire in the 1950s.)

The Louisville Grain Elevator is a three story building in the section of its tower. The following excerpt from the 1908 Sanborn fire insurance map for Louisville shows the layout:



Louisville, Colorado [map]. 1908. Sanborn Fire Insurance Map. (Excerpt.)
 Accessed at www.louisville-library.org.

The 2000 survey of the building further describes the parts of the elevator: "This structure is oriented north-northeast to south-southwest, with overall measurements of 88' by 28'. From the north-northeast end, the building is composed of five sections, including an office, an elevator, an elevator tower, grain bins, and a warehouse." More detailed information about the purpose of these sections can be found in this 2000 survey report and in the 2011 structural engineering report by Anderson Hallas Architects. The covered area shown in historic photographs is where the scales were located.

The 2011 report prepared for the City of Louisville by Anderson Hallas Architects states that the building footprint is 2,800 square feet and that there are 8,500 square feet of accessible interior floor space. The building sits on a 1.2 acre parcel.

The capacity of the elevator was stated in the 1908 Sanborn map excerpt above to be 25,000 bushels. A penciled notation on the County Assessor card completed on the building in the 1950s appears to state the capacity as having been 20,500 bushels.

The 1982 survey of the structure states that the building was partially renovated by the owners in the 1970s.

The April 4, 1999 *Denver Post* article stated: "Its stacked plank design and diminutive size make the elevator unique. Most elevators stored 35,000 bushels of grain. Louisville's held far less."

The elevator is wood sided and has never had metal siding put on, as many grain elevators have had, except in a few sections by the gabled roofs.

Management by Howard A. Moore and Donald Moore

Howard A. Moore operated the Grain Elevator for about thirty years (while it was owned by Mullen's companies) and was followed in this job by his son, Donald Moore. Howard Moore was living in Louisville and managing the Elevator by 1907, according to Louisville directories. He lived from 1876 to 1934. He, his wife, Zura, and their children lived in Louisville. Their children were Grace, Sadie, Donald, Ethel, Howard Jr., Lois, and Louanna. Museum records indicate that Howard A. Moore served as mayor of Louisville from 1915 to 1917.

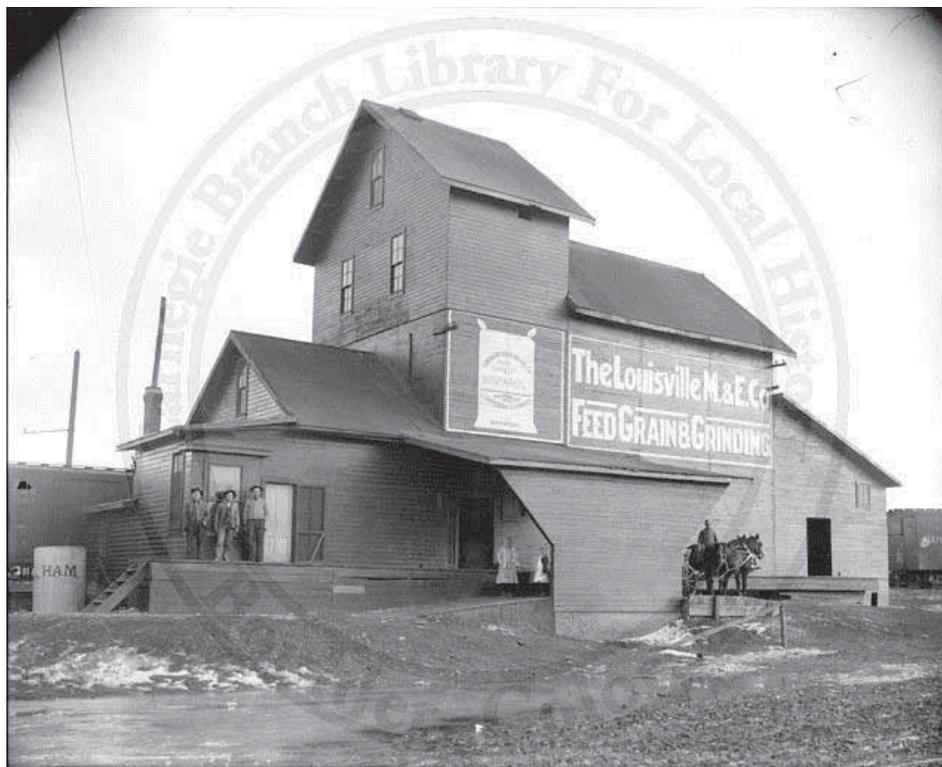
The following photos from the collections of the Louisville Historical Museum and Boulder's Carnegie Branch Library for Local History show the Grain Elevator while it was managed by Howard A. Moore:



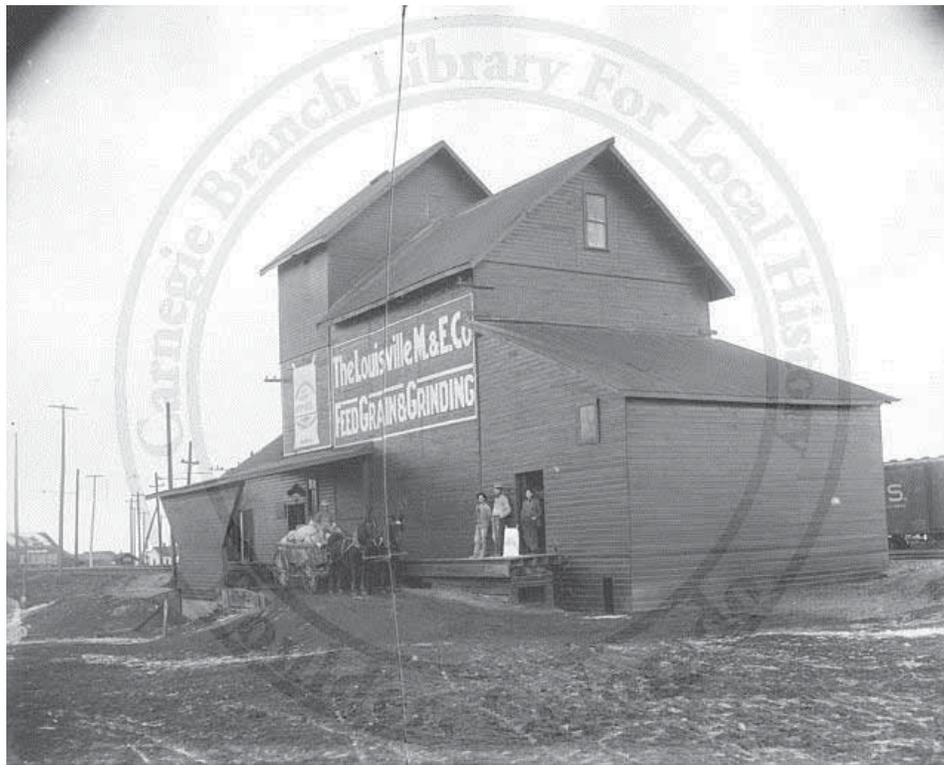
Louisville Grain Elevator, 2/8/1916, Louisville Historical Museum



Louisville Grain Elevator, 2/8/1916, Carnegie Branch Library for Local History, Boulder



Louisville Grain Elevator, circa 1916, Carnegie Branch Library for Local History, Boulder



Louisville Grain Elevator, circa 1916, Carnegie Branch Library for Local History, Boulder

Louisville directories show that after the death of Howard Moore in 1934, his son, Donald (1909-1975), took over the management of the Elevator. Directories indicate that by 1943, Donald had left this position and the new manager was Wayne Bickel. Managers after this era are noted below.

The following advertisements for the Grain Elevator show that this was a longtime, active business that played a vital role in the economy of the Louisville area:

**Flour, Feed, Grain
and Grinding**

The price of wheat has advanced and flour will soon follow. Better take advantage of the price and lay in a supply. Special discount on five sacks or more. We mix and grind feed to suit you and make the price right. Call and be convinced. Phone Louisville 44

The Louisville Milling and Elevator Co.
H. A. MOORE, Mgr. Phone Louisville 44

From *Louisville News*, 1909, Louisville Historical Museum

H. A. Moore, Mgr. Phone Louisville 44

∴ The ∴

Louisville Milling & Elevator Co.

Louisville, Colorado

FLOUR, FEED AND GRAIN

Agents for Nonpareil Colorado-Made Flour
and Semolina, a Kansas Hard-Wheat Flour.

We Will Buy Your Wheat at Market Price—
At All Times.

R.L. Polk Directory, 1916, Boulder County, Louisville Historical Museum



Louisville Historical Museum

The Rex Theatre movie curtain, which is a painted canvas made in 1927-28 with advertisements of twenty-two Louisville businesses, includes the above advertisement for the Louisville Grain Elevator; the curtain currently is on exhibit at the Louisville Historical Museum.

THE LOUISVILLE ELEVATOR

Nonpareil Lay Mash
Flour, Salt, Grain, Hay and Straw

DR. SALSURY'S POULTRY SERVICE
Phone 44

From 1940 St. Louis Church Annual Bazaar booklet, Louisville Historical Museum



From *Louisville Times*, Sept. 3, 1942, commemorating the 50th anniversary of Methodist Church, Louisville Historical Museum

Howard Moore and Don Moore are remembered as having given jobs at the Elevator to Louisville's young men. For example, Lee Evans, who was born in 1917, worked at the Louisville Grain Elevator in the mid 1930s. In his autobiography, entitled *From Happy Valley to the Mountaintop*, he wrote: "As I grew older, I worked regularly after school and on Saturdays at the elevator, shoveling grain into the chute after it was delivered. I sacked grain and loaded it into cars and trucks for customers or for delivery on the elevator-owned truck into Denver. At my highest rate of pay, I got 50 cents a day! But I grew strong with the heavy work, and by the time I was seventeen I could grab the ear of a sack and lift a one hundred pound sack of grain with each hand and pitch it from the walkway up into a truck about four feet higher" (p. 71).

Thomas Family Association and Ownership

By the time of the 1946 Louisville directory, Charles Thomas had become the manager of the Grain Elevator. Charles Thomas' wife (Iona Bowes Thomas) and Donald Moore's wife (Sadie Bowes Moore) were sisters, perhaps leading to Charlie Thomas taking over the management of the Elevator not long after the tenure as manager by Donald Moore and his father. A newspaper account states that Thomas lost one hand while working with a corn conveyor at the Elevator. By 1949, the manager had become Vance Lynn, possibly as a result of Thomas' injury. According to the 1951, 1953, and 1955 directories for Louisville, the manager was Dan Gunkel.

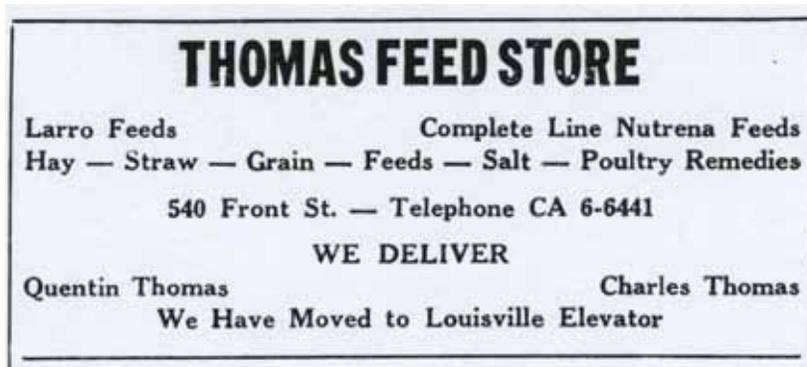
In 1957, Charles Thomas (1912-2002) and his brother, Quentin Thomas (1908-1986), who had a feed store nearby on Pine Street, purchased the Grain Elevator from the Colorado Milling & Elevator Company. The deed states that it was purchased for "\$10 and other valuable consideration." This was the first time that the building became a locally owned business, after fifty years of outside ownership.

The Thomas family was a pioneer family of Louisville with varied business interests and properties. Charles Thomas and Quentin Thomas were the grandsons of Nicholas and Mary Thomas. Nicholas Thomas was from Wales and worked as a coal miner, while Mary Oldacre Thomas's personal history includes the fact that she had worked as a chain maker as a young woman in England before marrying and coming to the United States. They immigrated from England in 1881 with their young son, Nicholas

Thomas, Jr., and came to Louisville in 1883. In 1892, Mary Thomas was one of the founders of the Methodist Church in Louisville, still located at 741 Jefferson, along with other early English settlers in Louisville. The family homes were at 733 Pine and 700 Lincoln (which, like the Grain Elevator, is listed on the National and Colorado Registers of Historic Places). Nicholas Thomas Jr. helped stated the Big Six Coal Company, which operated the Sunnyside Mine just southeast of Louisville. Nicholas Jr. and his sons formed the Ko-Z Coal Company and operated the Fireside Mine in Louisville, after which today's Fireside Elementary School in Louisville is named. It is believed that they had other coal mining interests as well. Thomas family members also operated the City Market on Main Street and moved the business to a new building on Front Street that they constructed. The Thomas family ran the City Market from the Front Street location from about 1966 until 1982. This building at 637 Front later became the location of the U.S. Post Office in Louisville and is now the location of a restaurant and ice cream shop. Another business owned and operated by the Thomas family was the Thomas Feed Store on Pine Street.

In the 1950s, and before 1957, a fire at the Grain Elevator damaged the interior. It was believed to have been caused by spontaneous combustion. Louisville volunteer firefighters Herb Steinbaugh and Tommy Cable are credited with saving the building in a risky and dramatic effort. They climbed up onto the Elevator roof in order to spray water into the tower section. A 1999 *Denver Post* article about the Louisville Grain Elevator stated that the year of the fire was 1955.

It is believed that by this time, the emphasis was on using the Grain Elevator for animal feed as opposed to purchasing wheat from wheat farmers to send to flour mills in Denver. As noted above, Quentin Thomas had operated a feed store on the south side of Pine Street facing north, on the site of today's 637 Front Street. The following 1957 advertisement dates from the Thomas family's early ownership and shows that the Thomas Feed Store had been moved to be located at the nearby Grain Elevator:



From 1957 St. Louis Church Annual Bazaar booklet, Louisville Historical Museum

As noted in the April 4, 1999 *Denver Post* article about the Louisville Grain Elevator, "the automotive industry essentially made grain elevators obsolete, since trucks could load grain in the field and transport it." The UC-Denver report on *Eastern Plains and Front Range Grain Elevators of Colorado* states that many grain elevators were abandoned between the 1930s and 1950s for basically this reason and because of the failure of railroad companies, the droughts of the 1930s, changes in transportation and farm mechanization, and other reasons.

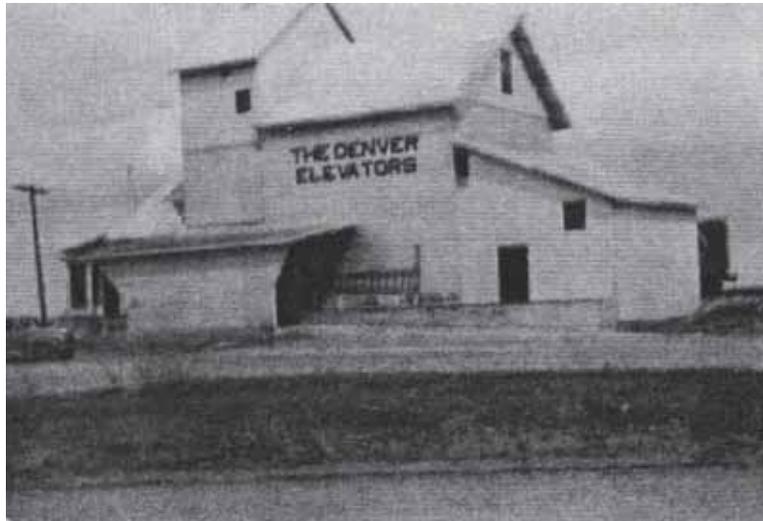
Although it is believed that the Grain Elevator was not used for the storage of grain for human consumption after the 1950s, the scales continued to be useful for weighing purposes for several more years. This usage of the building continued into at least the mid 1960s. For example, a local teen working for a Louisville farm in the 1960s regularly drove truckloads of silage to the Elevator so that the truck

could be weighed, with owner Quentin Thomas making the scales available. These scales from the Grain Elevator were later acquired by a Louisville farming family and are currently located on a Louisville farm. They are believed to have last been used on this farm in the 1990s.

According to the report by Anderson Hallas Architects, the Thomas family's feed store located in the Grain Elevator was open until as late as 1972.

County Assessor Cards

This image from the County Assessor shows the building in circa 1949-1958:



A statement written by the County Assessor's office in 1958 says "This building has been burned out on the inside but is still being used." (As noted above, this fire is believed to have occurred in around 1955.)

Placement on National Register and Colorado Register of Historic Places

In 1986, twelve historic buildings (seven residences and five businesses) in downtown Louisville were found to have met the required criteria and were placed on the National Register of Historic Places. The stated reason for the selection of the Grain Elevator was that "the elevator is historically and visually the most significant structure associated with the agricultural history of the community. Its frame construction and functional design illustrate an important resource type traditionally associated with agriculture. Listed under Louisville Multiple Resource Area and under Railroads in Colorado, 1858-1948 Multiple Property Submission."

Statements of Significance from Architectural and Historical Surveys

The survey of this building conducted in 2000 for the State of Colorado gave the following statement of significance:

This building has been individually listed on the National Register of Historic Places. It is historically significant, relative to National Register Criterion A, for its association with the

theme of agriculture during the first half of the twentieth century. The structure is architecturally significant, under National Register Criterion C, because it [is] one of the region's last remaining wooden grain elevators, and because of its rare stacked plank construction. The preservation of this building should be one of Louisville's highest preservation priorities.

The 1982 inventory record stated the building's special features to be "Multi-level steep gables, 50 feet high at highest gable; next to railroad track for transport" and gave the following statement of significance:

This tall frame structure, although badly deteriorated, provides a valuable visual record of the agricultural heritage of Louisville which has been so largely overshadowed by the pervasiveness of coal mining. . . . [I]ts location near the tracks, (like the early lumber companies), pointed out the fact that Louisville had become an important distribution point for agricultural products by the early 1900's.

The 1982 inventory records also stated that "rehabilitation would help preserve perhaps the only structural link to the agricultural heritage of the town."

Past Community Discussion About and Recognition of the Louisville Grain Elevator

A 1996 *Louisville Times* article pointed to the strong support expressed by the Economic Development Committee of the Downtown Business Association for saving and re-using the Grain Elevator, and stated:

Its roof is full of holes and its white painted is cracked and faded, but the 91-year-old elevator off Front Street is still coveted as a piece of Louisville's history.

The elevator is considered one of the city's last recoverable landmarks, and a coalition of downtown business interests and historical preservationists is exploring ways to return the building to its former glory and open it to the public.

Citing the DBA's Vice President, Cheri Ruskus, the article noted that "preserving a landmark on what will be an increasingly important gateway to Louisville when the 96th Street interchange opens could mean good things for downtown business."

1998 saw the completion of "A Preservation Master Plan: Louisville Colorado." This project and document were funded by the Louisville Downtown Business Association; Historic Boulder, Inc.; the Colorado Historical Society/State Historical Fund; and Boulder County Cultural Council, Tier III SCFD. The completed plan stated that the Economic Development Committee of the Downtown Business Association recognized the potential in sites such as the Grain Elevator "for multiple uses with significant public benefit."

A 1990s *Denver Post* article stated,

If an enthusiastic group of business owners, preservationists and architects has its way, a towering remnant of this town's rural past will someday welcome visitors to what has become a sprawling modern suburb. The group is studying the possibility of buying and

renovating the historic Thomas Grain elevator, built about 1905. Located just a block from Main Street and adjacent to a still-active railway line, the grain elevator rises above Front and Pine streets in downtown Louisville.

A *Denver Post* article from the 1990s noted that the stacked plank method of construction of the Louisville Grain Elevator is unique. The article cited James Stratis, a restoration specialist for the Colorado Historical Society, as stating that "the elevator's role in the grain transportation system and its unique 'stacked-plank' architecture make the structure a national treasure."

In 2007, the organization Historic Boulder, Inc., which is a 501c3 preservation organization focused on the Boulder area, selected the Louisville Grain Elevator for placement on its endangered list.

Boulder County installed a large photo collage at the Boulder County Courthouse within the last two years. This collage includes a historic photo of the Louisville Grain Elevator in the top center because of its strong connection to Boulder County history. Color was added to the photo to reflect the building's original color, which is believed to have been a deep red color.

In 2011, the City of Louisville awarded a contract to Anderson Hallas Architects, PC to complete a structural assessment of the Louisville Grain Elevator. The contract was for \$38,000, which was funded by the City of Louisville through its Historic Preservation Fund. The report by Anderson Hallas Architects, PC, dated May 2, 2011, concluded that the building is structurally sound, barring a few areas of deterioration. The report contains recommendations for a work plan for the Elevator with several different phases and cost estimates.

Sources

The preceding research is based on a review of relevant and available online County property records, census records, and oral history interviews, and Louisville directories, newspaper articles, maps, files, obituary records, survey records, and historical photographs from the collection of the Louisville Historical Museum, as well as the following specific sources:

"Colorado News Items." *Longmont Ledger*, Feb. 10 1905. Accessed at www.coloradohistoricnewspapers.org.

"Curtains up on Louisville restoration: Grain elevator part of 10-year plan to bring back 119-year history." *Daily Times-Call* (Longmont), 1997 (exact date unknown).

"Grain elevator a silent sentinel of plains." *Denver Post*, Apr. 4, 1999.

"Historic preservation proposed on Front St." *Louisville Times*, 1996 (exact date unknown).

"Louisville group hopes to use historic elevator as visitors site." *Denver Post*, 1990s; specific date unknown.

"New Incorporations." *Denver Post*, Aug. 4, 1906. Accessed at www.genealogybank.com.

"New Incorporations." *Denver Post*, May 30, 1902. Accessed at www.genealogybank.com.

"The grain elevator that time forgot: City launches structural assessment as part of effort to preserve 1903 building." *Daily Camera* (Boulder), Oct. 5, 2010.

"Wheat Growers in Louisville Want to See Mr. Mullen." *Denver Post*, Sept. 8, 1918. Accessed at www.genealogybank.com.

Anderson Hallas Architects, PC. Louisville Grain Elevator: Historic Structure Assessment. May 2, 2011.

Boulder County website, www.bouldercounty.org (used for accessing property records and assessor records).

Carnegie Branch Library for Local History, City of Boulder website. www.boulderlibrary.org/carnegie/ (used for various resources, including historic photos of the Louisville Grain Elevator and oral history interview of Merwin Jay Harrison, 1996).

Convery, William J. *Pride of the Rockies: The Life of Colorado's Premiere Irish Patron, John Kernan Mullen*. Boulder: University of Colorado Press, 2000.

Country Grain Elevator Historical Society, <http://www.country-grain-elevator-historical-society.org/>

Denver Public Library Western History Collection, www.denverlibrary.org (used for various resources, including photo of John K. Mullen).

Drumm's Wall Map of Louisville, 1909. Louisville Historical Museum.

Evans, Lee S. *From Happy Valley to the Mountaintop*. Boulder: Daniel Publishing Group, 2002.

History Colorado website, www.historycolorado.org. (used for various resources, including information from the National and Colorado Registers of Historic Places listings).

Louisville, Colorado [map]. 1908. Sanborn Fire Insurance Map. Accessed at www.louisville-library.org.

Preservation Master Plan: Louisville, Colorado. May 1998. Prepared for the Louisville Downtown Business Association.

University of Colorado Denver. *Eastern Plains and Front Range Grain Elevators of Colorado*. College of Architecture & Planning, 2009, available at: <http://www.ucdenver.edu/academics/colleges/ArchitecturePlanning/discover/centers/CenterPreservationResearch/research/Projects/Documents/GrainElevatorReport.pdf>

City Council

Louisville Grain Elevator – 540 County Rd

Historic Preservation Fund Grant

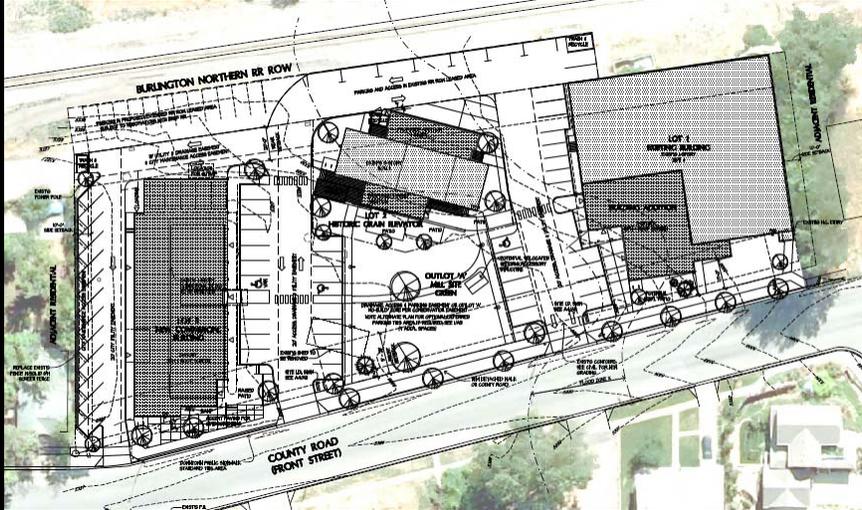
A request for a Historic Preservation Fund Grant for the next phase of work on the Grain Elevator.



Louisville Grain Elevator

- Adaptive reuse of industrial site and Louisville icon
- City Council designated as a landmark Res. No. 30, Series 2015
- City Council approved final PUD in Res. 29, Series 2015
- HPC approved alteration certificates for work on the structure

Louisville Grain Elevator



Louisville Grain Elevator



Louisville Grain Elevator



- Types of work outlined in the grant request are eligible for HPF funding
- Does not meet the requirements outlined in Res. 2, Series 2012 for requests beyond the maximum grant amount
 - 100% match from applicant
 - “extraordinary circumstances” (Priority 2)

Louisville Grain Elevator

Priority 1 “Protection of Structure” items include:

- Fire Sprinkler System, \$111,851
- Fire Alarm System, \$23,738
- New Electrical System, \$97,620

Total cost estimate for Priority 1 work is \$233,209.



Priority 2 “Historic Rehabilitation” items include:

- **Porte Cochere, Ramp & Boardwalk, \$137,488**
- **Window and Door Rehabilitation, \$57,281**
- **Repaint Historic Sign, \$10,988**
- **Re-install original scale on-site, \$28,537**
- **Grain bin floors, \$23,737**

Total cost estimate for Priority 2 work is **\$258,031**.

The total cost estimate for the work is **\$491,250**.

Maximum Grant Amount

- Resolution No. 2, Series 2012, Section 7 (b) states the following:
“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.”
- \$500,000 grant for stabilization work in 2013 that is still being disbursed exceeded the maximum grant laid out in Res. No. 2, Series 2012
- Applicant proposes a 12% match of \$58,850 as in-kind project management.

Staff finds that the condition requiring a 100% match for any grant exceeded the maximum grant amount has not been met.

Extraordinary Circumstances

Resolution No. 2, Series 2012, Section 7 (b) states the following :

“These limitations may be exceeded upon recommendation of the Historic Preservation Commission and approval by City Council upon a showing of extraordinary circumstances.”

- Importance of the updated fire protection and electrical systems for the continued preservation and safety of the Grain Elevator.
- Priority 2 items continue the work of rehabilitating the Grain Elevator; however, staff finds that these items do not fall under “extraordinary circumstances”.

Staff finds the grant request only shows “extraordinary circumstances” on the Priority 1 items.



Fiscal Impact

- Current balance of HPF: \$898,420
- Grant Request: \$491,250 (55%)

The Historic Preservation Commission held public hearings on May 16th and one on June 20th to discuss the grant request for the Grain Elevator. The Commission voted 5-1 to recommend the City Council deny the Historic Preservation Grant for the Grain Elevator. The Commission found the requested items met the standard of “extraordinary circumstances”, but the criteria for matching funds was not met.

Staff finds the proposal does not meet the requirements in Resolution No. 2, Series 2012 for the following reasons:

1. The applicant is only providing a 12% match where a 100% match is required.
2. Only the Priority 1 work items in the grant request show “extraordinary circumstances”.

SUBJECT: RESOLUTION NO. 36, SERIES 2016 – A RESOLUTION APPROVING A REPLAT TO SUBDIVIDE A 15,000 SQUARE FOOT LOT INTO TWO LOTS IN THE RESIDENTIAL LOW (RL) ZONE DISTRICT, LOCATED AT 105 ROOSEVELT AVENUE, LOTS 15-17 & 10 FT VACATED ALLEY, BLOCK 4, JOHNSON'S FIRST ADDITION

DATE: JULY 19, 2016

PRESENTED BY: SCOTT ROBINSON, PLANNING AND BUILDING SAFETY DEPARTMENT

SUMMARY:

The owner of 105 Roosevelt Avenue, Creel Kerss, requests approval of a minor subdivision of a 15,000 SF lot into two lots measuring 8,625 SF (Lot 1) and 6,375 SF (Lot 2). A 1,300 SF one-story single family home is currently located on the property with three small sheds. The existing one-story single family home would be located on Lot 1, while the proposed Lot 2 would be vacant. The future lots would be oriented toward and have access from Roosevelt Avenue.



Previously, the applicant submitted variance requests to the lot area and lot width requirements of Title 17 of the Louisville Municipal Code (LMC) to the Board of Adjustment (BOA). The BOA unanimously approved the requested variances during a publically noticed hearing on December 16, 2015.

The site is located on the west side of Roosevelt Avenue between Johnson Street and Lois Drive within the Johnson's First Addition. The legal description includes three 30' X 150' lots and 10' of a vacated alley in the single 100' X 150' lot description. Legal descriptions combining smaller lots are standard throughout the Old Town Overlay District, where the majority of lots are composed of two 25' X 125' lots.

SECTION 16.12.110 – Minor Subdivision Eligibility

Section 16.12.110, of the Louisville Municipal Code (LMC), establishes the review procedures for a Minor Subdivision. The section states, "a subdivision application meeting one or more of the following criteria shall be eligible for review as a minor subdivision:

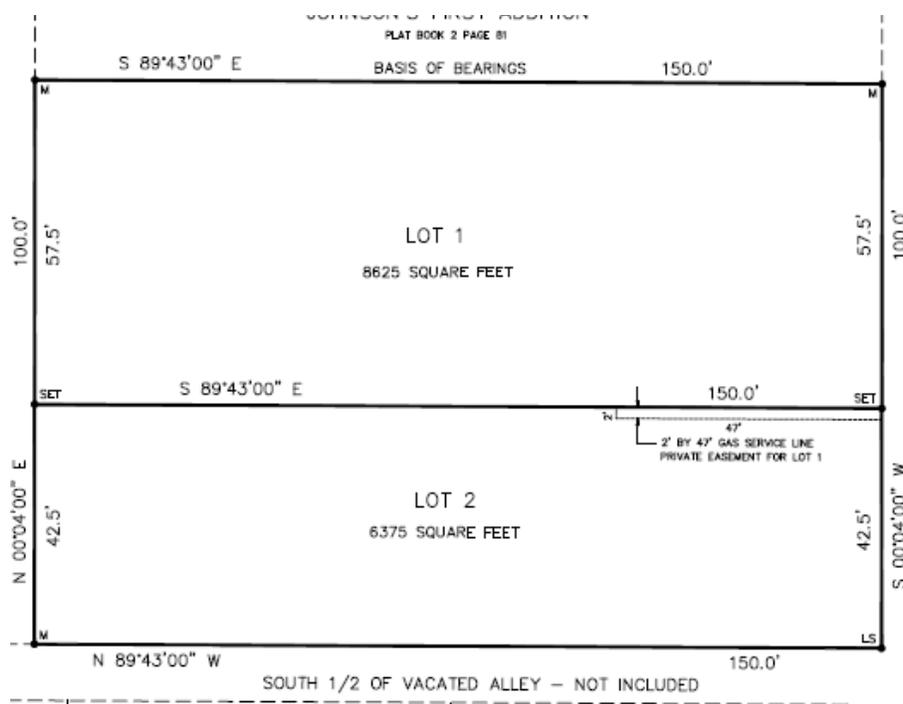
1. The subdivision contains solely residential use and results in not more than four dwelling units;
2. The subdivision is a replat of an approved final subdivision plat which does not increase the number of lots or increase density, and which does not result in a material change in the extent, location, or type of public improvements, easements, arrangement of streets open space or utilities;
3. The subdivision results in no more than two lots; each lot is adjacent and has access to an accepted and maintained public street; the improvements required by chapter 16.20 (streets and utilities) are already in existence and available to serve each lot; each lot will meet the requirements of the city's zoning regulations without the necessity for a variance; no variance has been granted within the three previous years to any lot; and, no part of the subdivision has been approved within three years prior to the date of the submission of the minor subdivision plat;
4. The subdivision is of a lot, previously created by an approved final subdivision plat, which is split or subdivided into not more than two lots and the lots created by the split comply with the applicable dimensional requirements of the city's zoning regulations."

Staff finds this request complies with the first of the above criteria (highlighted in yellow) and is therefore eligible for a minor subdivision review.

COMPLIANCE WITH OLD TOWN OVERLAY ZONING

As stated earlier, the BOA unanimously approved the requested variances during a publically noticed hearing on December 16, 2015. The table below shows how the request complies with the regulations established in the Old Town Overlay District with the required variances highlighted in yellow.

	<i>Old Town Overlay</i>	<i>Lot 1</i>	<i>Lot 2</i>
Lot Area	7,000 SF	8,625 SF	6,375 SF (corner lot)
Lot Width	70'	57.5'	42.5'
Lot Coverage			
<i>Lots greater than 7,000 SF</i>	2,450 SF or 30%, whichever is greater	1,540 SF existing 2,588 SF permitted	
<i>Lots between 6,000 SF and 6,999 SF</i>	2,250 SF or 35%, whichever is greater		0 SF existing 2,250 SF permitted
Floor Area			
<i>Lots greater than 7,000 SF</i>	2,799 SF or 35%, whichever is greater	1,540 SF existing 3,019 SF permitted	
<i>Lots between 6,000 SF and 6,999 SF</i>	2,699 SF or 40%, whichever is greater		0 SF existing 2,699 SF permitted



ANAYLSIS:

The subdivision of property is regulated by Title 16 of the Louisville Municipal Code. Staff reviewed the application against the criteria established in Sections 16.16.010 (General design and construction standards) and 16.16.050 (Lots).

Section 16.16.010 – General Design and Construction Standards

This section of the code applies seven general design criteria regarding the compatibility and functionality of the site. Staff finds only the first criterion applicable:

Subdivision design must conform to the purposes of this title and be consistent with the city's comprehensive plan.

Staff finds the other criteria are not applicable considering the property is in a neighborhood with established streets and blocks and where no public right-of-way or easements are involved.

The 2013 Comprehensive Plan identifies this area of town as “*Urban Neighborhood*,” which is consistent with the City zoning code (Section 17.12.010) definition of the Residential Low Density – “*The residential low density R-L district is comprised of typical urban density single-family residential areas.*” The Comprehensive Plan identifies three applicable Core Values:

Our Livable Small Town Feel . . . where the **City's size, scale,** and land use mixture and government's high-quality customer service encourage personal and commercial interactions.

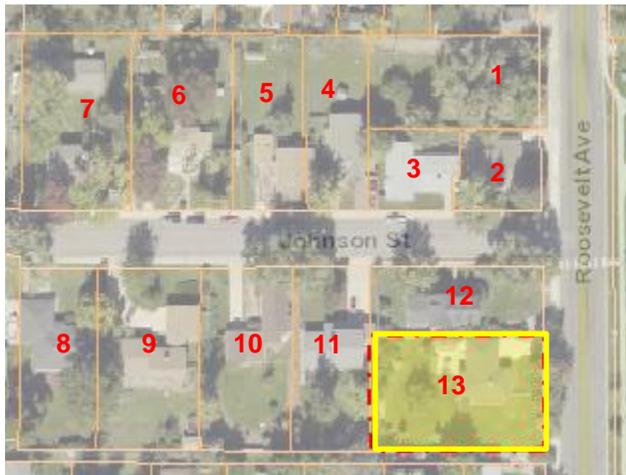
A Sense of Community . . . where residents, property owners, business owners, and visitors feel a connection to Louisville and to each other, and **where the City's character, physical form** and accessible government contribute to a citizenry that is actively involved in the decision- making process to meet their individual and collective needs.

Safe Neighborhoods . . . where the City ensures our policies and actions maintain safe, thriving and livable neighborhoods so residents of all ages experience a strong sense of community and personal security.

Staff has analyzed the proposed scale of development in comparison to the neighborhood as an indicator of compatibility with the above core values. Staff surveyed the average lot sizes of properties in the Johnson's First Addition. Staff found the lots range from 5,311 SF to 15,000 SF and the average lot size is 10,960 SF. The applicant is requesting lot sizes of 8,625 SF and 6,375 SF. While smaller than the average for Johnson's First Addition, they would not be the smallest and are similar in size to many lots along Roosevelt Avenue and in Old Town.

A 15,000 SF lot in the Old Town Overlay District is allowed to contain a structure or structures with lot coverage of 4,500 SF, floor area of 5,250 SF and one dwelling unit. Staff believes a 5,250 SF structure is not in character with the surrounding neighborhood and that two smaller parcels, if approved, would be allowed to contain homes with sizes more compatible with the surrounding neighborhood. However, as one lot in the RL zone district, the property is only allowed one dwelling unit. Subdividing the property would allow each of the two lots to have a dwelling unit, resulting in a net increase of one dwelling unit and total lot coverage of up to 4,838 SF and total floor area of up to 5,718.

Based on the scale of development proposed, staff finds this minor subdivision request is consistent with the spirit and intent of the Comprehensive Plan and meets the Design and Construction Standards in Section 16.16.010.



Label #	Lot #	Subdivision	Address	Lot Area (SF)
1	17-19	Johnson's First	213 Roosevelt	12,116
2	15-16	Johnson's First	211 Roosevelt	5,311
3	15-16	Johnson's First	741 Johnson	5,503
4	13-14	Johnson's First	737 Johnson	8,561
5	11-12	Johnson's First	729 Johnson	9,724
6	8-10	Johnson's First	731 Johnson	13,537
7	5-7	Johnson's First	705 Johnson	14,952
8	5-6	Johnson's First	704 Johnson	10,677
9	7-9	Johnson's First	720 Johnson	14,264
10	10-11	Johnson's First	724 Johnson	12,886
11	13-14	Johnson's First	738 Johnson	10,898
12	18-19	Johnson's First	117 Roosevelt	9,047
13	15-17	Johnson's First	105 Roosevelt	15,000
Average				10,960

Section 16.16.050 – Lots

This section of the code applies seven lot design and layout requirements. Lot requirements are as follows:

- A. Lots shall meet all applicable zoning requirements.
- B. Each lot shall have vehicular access to a public street.
- C. The maximum depth of all residential lots shall not exceed 2½ times the width thereof. For all other lots, the depth shall not exceed three times the width.

- D. The minimum lot frontage, as measured along the front lot lines shall be 50 feet, except for lots abutting a cul-de-sac, in which case such lot frontage may be reduced to 35 feet.
- E. Double-frontage, reverse-frontage, and reverse-corner lots shall be prohibited except where essential to provide separation from arterial streets or from incompatible land uses. A planting screen easement of at least ten feet in width, across which there shall be no vehicular right of access, may be required along the lot line of lots abutting such traffic artery or other incompatible use.
- F. Side lot lines shall be substantially at right angles or radial to street lines.
- G. The minimum average lot area for subdivisions of land within an SF-R zone district shall be 2½ acres; the minimum average lot size for subdivisions of land within an R-RR zone district shall be five acres.

While the Board of Adjustment's action did not grant permission to subdivide the property, it makes the application eligible under criterion A that states the lots must meet applicable zoning requirements.

Lot 2, at 42.5 feet wide, does not comply with criterion D, requiring a 50 foot width. Neither lot complies with criterion C, as the proposed depth for lot 1 is 2.61 times the proposed width and the proposed depth for lot 2 is 3.53 times the proposed width. Under Section 16.24.010 of the LMC, modifications may be authorized "in cases where, due to exceptional topographical conditions or other conditions peculiar to the site, an unnecessary hardship would be placed on the subdivider. Such modifications shall not be granted if it would be detrimental to the public good or impair the basic intent and purposes of this title. Any modification granted shall be in keeping with the intent of the comprehensive development plan of the city."

As described above, the property is unusually narrow, in that it has adequate lot area to be subdivided, but not width. The property would need to be 140 feet wide to be subdivided without a variance. In addition, in order to preserve the existing structure in a manner that meets minimum setbacks, the lot configuration proposed is necessary. However, it could also be considered that the location of the existing house is not a site condition because it is not a feature inherent to the site. In that case, the waiver to accommodate the existing house would not be justified. Staff, though, finds the narrow lot and location of the existing house constitute conditions peculiar to the site, thus satisfying the requirement for a site condition creating a hardship.

Based on the analysis of the proposal in relationship to the purpose and intent of the Comprehensive Plan as discussed above, staff finds the modifications are not detrimental to the public good. In addition, the City has received several letters of support (attachment #5), arguing the subdivision would cause development more consistent with the surrounding area by limiting the size of any single structure that

could be built. There is also opposition, arguing maintaining variation in lot sizes is more beneficial to Old Town. Also, while a majority of the Planning Commission agreed with staff's findings, the Commission was not unanimous. Consequently, it is clear there are differing perspectives on this matter and the City Council must ultimately decide whether the site conditions constitute a hardship that would justify allowing creation of lots that do not comply with all Lot requirements and whether the proposed subdivision would help preserve or potentially harm the neighborhood character.

With the modifications, staff believes the application meets each of the seven criteria established in Section 16.16.060, including the variances granted by the Board of Adjustment as criteria A.

FISCAL IMPACT

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

PLANNING COMMISSION ACTION:

The Planning Commission held a public hearing on the application on June 23, 2016. The Planning Commission voted 4-1 to recommend the City Council approve the application, without condition. The draft minutes from the meeting are attached. No members of the public spoke at the hearing.

RECOMMENDATION:

Staff recommends City Council approve the replat request for 105 Roosevelt Avenue by approving Resolution No. 36, Series 2016.

ATTACHMENTS:

1. Resolution No. 36, Series 2016
2. Application materials
3. Final plat
4. Planning Commission minutes
5. Public comments
6. Presentation

**RESOLUTION NO. 36
SERIES 2016**

A RESOLUTION APPROVING A REPLAT TO SUBDIVIDE A SINGLE 15,000 SQUARE FOOT LOT INTO TWO SEPARATE LOTS IN THE RESIDENTIAL LOW (RL) ZONE DISTRICT, LOCATED AT 105 ROOSEVELT AVENUE, LOTS 15-17 & 10 FT VACATED ALLEY, BLOCK 4, JOHNSON'S FIRST ADDITION

WHEREAS, there has been submitted to the Louisville City Council an application for approval of a replat to subdivide a single 15,000 SF lot into two separate lots in the Residential Low (RL) zone district, located at 105 Roosevelt Avenue, Lots 15-17 & 10 ft vacated alley, Block 4, Johnson's First Addition; and

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

WHEREAS, after a duly noticed public hearing on June 23, 2016, where evidence and testimony were entered into the record, including the findings in the Louisville Planning Commission Staff Report dated June 23, 2016, the Planning Commission forwarded a recommendation of approval to the City Council for the replat of 105 Roosevelt Avenue without condition.

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Louisville, Colorado does hereby approve a replat to subdivide a single 15,000 SF lot into two separate lots in the Residential Low (RL) zone district, located at 105 Roosevelt Avenue, Lots 15-17 & 10 ft vacated alley, Block 4, Johnson's First Addition, without condition.

PASSED AND ADOPTED this 19th day of July, 2016

By: _____
Robert P. Muckle, Mayor

Attest: _____
Meredyth Muth, City Clerk

LAND USE APPLICATION

CASE NO. _____

APPLICANT INFORMATION

Firm: _____

Contact: Creele C. Kerss

Address: 105 Roosevelt Ave.
Louisville, CO 80027

Mailing Address: POB 6016
Louisville, CO

Telephone: 303-818-4837

Fax: _____

Email: creelekerss@gmail.com

OWNER INFORMATION

Firm: _____

Contact: Creele C. Kerss

Address: 105 Roosevelt Ave.
Louisville, CO 80027

Mailing Address: POB 6016
Louisville, CO

Telephone: 303-818-4837 800xt

Fax: _____

Email: creelekerss@gmail.com

REPRESENTATIVE INFORMATION

Firm: CWA Architecture

Contact: Chip Weincek

Address: 672 West Pine St.
Louisville, CO 80027

Mailing Address: Same as above

Telephone: 303-10106-8941

Fax: 303-1045-3020

Email: chip@cwa-architect.com

PROPERTY INFORMATION

Common Address: 105 Roosevelt

Legal Description: Lot 15-17 + 10' Blk 4
Subdivision Johnson First Addition

Area: 15,000 + _____ Sq. Ft.

TYPE (S) OF APPLICATION

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

PROJECT INFORMATION

Summary: _____

Minor Subdivisions of a
4 lot property (100' x 125')
into 2 separate properties
of sizes: north lot property
(57.5' x 150') and south
property (42.5' x 150') The
new lot line is offset
5.10' south of the existing
residence.

Current zoning: RL Proposed zoning: _____

SIGNATURES & DATE

Applicant: _____

Print: _____

Owner: _____

Print: _____

Representative: _____

Print: _____

CITY STAFF USE ONLY

- Fee paid: _____
- Check number: _____
- Date Received: _____

Department of Planning and Safety
749 Main St.
Louisville, CO. 80027
January 20th. 2016

RE: Minor Subdivision Plat, 105 Roosevelt Ave.

Department of Planning and Safety,

We are applying for a minor subdivision plat of our property at 105 Roosevelt Ave. in old town Louisville.

The existing property is currently 4 lots (3 lots of 30ft x 150 ft, and 1 lot of 10 ft x 150 ft), equaling approx. 100 ft. wide x 150 ft. deep or 15,000 sq. ft.

The property subdivision would divide the existing property into two properties as follows:

North lot (#1) to be 57.5 ft. wide x 150 ft. deep with the existing 1950 ranch house to remain on a lot of 8625 square feet.

South lot (#2) to be 42.5 ft. wide x 150 ft. deep with 6375 total square footage.

The new interior lot line is to be 5ft. 10 in. south of the existing residence.

The new lots would be compatible with the surrounding neighborhoods variable lot sizes in terms of both properties frontage and lot area.

The new lot (#2) would allow a house of approx. 2600 sq. feet. The existing residence on lot (#1) is approx. 1300 sq. feet and could be expanded to 2990 sq. feet. These home sizes would be more in keeping with the character of Old Town Louisville. Currently, the existing lot of 15,000 sq. feet would allow for a home of 5250 sq. feet which is oversize for Old Town.

Access to Lot#2 will require a curb/gutter/sidewalk/street cut to Roosevelt Ave. for off street parking access and underground utility access.

The Board of Adjustment previously approved the new lots to have minimum property frontages and minimum lot sizes smaller than allowed in the Municipal Code. The new lots are compatible with the surrounding neighborhood lot sizes in terms of property frontage and lot areas. There are still a variety of lot sizes in the surrounding area to support diversity in neighborhood lot sizes.

Thank you for your consideration in this matter,

Creel & Kerse
Patricia Ehman Kerse

Creel Kerse and Patricia Ehman Kerse

- Improvement Survey Plat -

105 Roosevelt Avenue . Louisville
located within the northeast quarter of Section 17
Township 1 South . Range 69 West of the 6th P.M.
Boulder County . Colorado

SHEET 1 OF 1 - AREA = 15,000 SQUARE FEET

- Property Description -

DEED AT RN 2846255 . BOULDER COUNTY RECORDS

LOTS 15, 16 AND 17, BLOCK 4
AND 10 FEET OF VACATED ALLEY,
JOHNSON'S FIRST ADDITION,
LOUISVILLE, COLORADO,
ACCORDING TO THE RECORDED PLAT THEREOF,
COUNTY OF BOULDER, STATE OF COLORADO.

- Legend -

- | | | |
|--|-------|---|
| FOUND #5 REBAR WITH 1 1/2 INCH DIAMETER ALUMINUM CAP SET BY MELVIN SURVEYING COLORADO PLS 5429 | ● M | GATE . . gt |
| SET #5 REBAR WITH 1 1/2 INCH DIAMETER ALUMINUM CAP MARKED STADELE / LS 26300 | ● SET | MANHOLE . . |
| RECEPTION NUMBER . . RN | | GAS METER . . gm |
| g GAS PIPELINE g | | UTILITY POLE . . up \emptyset |
| w WATER PIPELINE w | | ELECTRIC METER . . em |
| ss SANITARY SEWER PIPELINE ss | | WATER CURB STOP . . cs |
| st STORM SEWER PIPELINE st | | TELEPHONE CONNECTION . . te |
| e MARKED UNDERGROUND ELECTRIC e | | OVERHEAD UTILITY LINES . . ol |
| t MARKED UNDERGROUND PHONE t | | SURVEY CONTROL POINT . . cp |
| | | COMMUNICATIONS MANHOLE . . comm |
| | | SPOT SHOT ELEVATION . . x 42.5 |
| | | SPOT SHOT ELEVATION . . x 42.1w
ON TOP OF WALL |

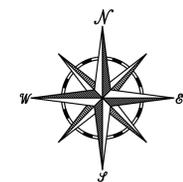
- Notes -

- NO EASEMENTS ARE SHOWN ON THE PLAT OF JOHNSON'S FIRST ADDITION. LAND TITLE ORDER NUMBER W80020351 WAS ENTIRELY RELIED UPON FOR OTHER (NOT PLATTED) EASEMENTS OF RECORD.
- 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.
- BASIS OF BEARINGS : ASSUMED SOUTH 89°43'00" EAST, ALONG THE NORTH LINE OF LOT 17, BETWEEN THE EXISTING RAY MELVIN (LS 5429) MONUMENTS. THIS BEARING MATCHES THE SUBDIVISION PLAT "BELLA VISTA", PREPARED BY FRANK DREXEL, LS 2149, LOCATED TO THE SOUTH OF JOHNSON'S FIRST ADDITION.
- THE SUBJECT PROPERTY CONTAINS 15,000 SQUARE FEET (0.344 ACRES).
- VISIBLE UTILITIES HAVE BEEN SHOWN HEREON. UNDERGROUND UTILITIES HAVE BEEN SHOWN HEREON BASED UPON VISIBLE SURFACE EVIDENCE AND MAPS PROVIDED BY THE CITY OF LOUISVILLE AND XCEL ENERGY. THE EXACT LOCATION OF UNDERGROUND FEATURES CANNOT BE ACCURATELY, COMPLETELY AND RELIABLY DEPICTED. WHERE ADDITIONAL OR MORE DETAILED INFORMATION IS REQUIRED, THE CLIENT IS ADVISED THAT EXCAVATION MAY BE NECESSARY.
- ALL UNDERGROUND UTILITIES SHOULD BE FIELD LOCATED BY THE APPROPRIATE AGENCY PRIOR TO ANY CONSTRUCTION OR DIGGING ON OR ADJACENT TO THE SUBJECT PROPERTY.
- BENCHMARK: NORTHWEST BONNET BOLT OF FIRE HYDRANT LOCATED AT THE NORTHWEST CORNER OF ROOSEVELT AVENUE AND JOHNSON STREET, ELEVATION = 5341.19 FEET, CITY OF LOUISVILLE DATUM.
- ALL DIMENSIONS SHOWN ARE MEASURED VALUES. ACCORDING TO THE RECORDED PLAT, ALL LOTS IN BLOCK 4 ARE PLATTED AS 30 FEET BY 150 FEET. THE ALLEY ON THE SOUTH SIDE OF BLOCK 4 IS TWENTY (20) FEET WIDE.
- THE FENCES ARE LOCATED SLIGHTLY OFF THE LOT LINES AS SHOWN. NO OTHER CONFLICTING BOUNDARY EVIDENCE WAS NOTED AT THIS TIME.
- #5 REBARS SET BY FRANK DREXEL, LS 2149, WERE FOUND ALONG THE NORTH SIDE OF LOIS DRIVE. THE FOLLOWING POINTS WERE FOUND: SOUTHEAST CORNERS OF LOTS 5, 6, 7 AND 11, BELLA VISTA. IN ADDITION, A RAILROAD SPIKE WAS FOUND AT THE SOUTHEAST CORNER OF LOT 8.

- Building Corner Tie Table -

BUILDING CORNER 1 (bc1) 5.0 FEET NORTH TO LOT LINE
BUILDING CORNER 2 (bc2) 5.0 FEET NORTH TO LOT LINE
BUILDING CORNER 3 (bc3) 39.3 FEET EAST TO LOT LINE
BUILDING CORNER 4 (bc4) 39.3 FEET EAST TO LOT LINE 48.4 FEET SOUTH TO PROPERTY LINE
BUILDING CORNER 5 (bc5) 48.4 FEET SOUTH TO PROPERTY LINE 70.6 FEET WEST TO LOT LINE

ALL BUILDING TIES ARE PERPENDICULAR
TO LOT OR PROPERTY LINES



Scale : 1" = 10'
0 5 10 20
U.S. SURVEY FEET

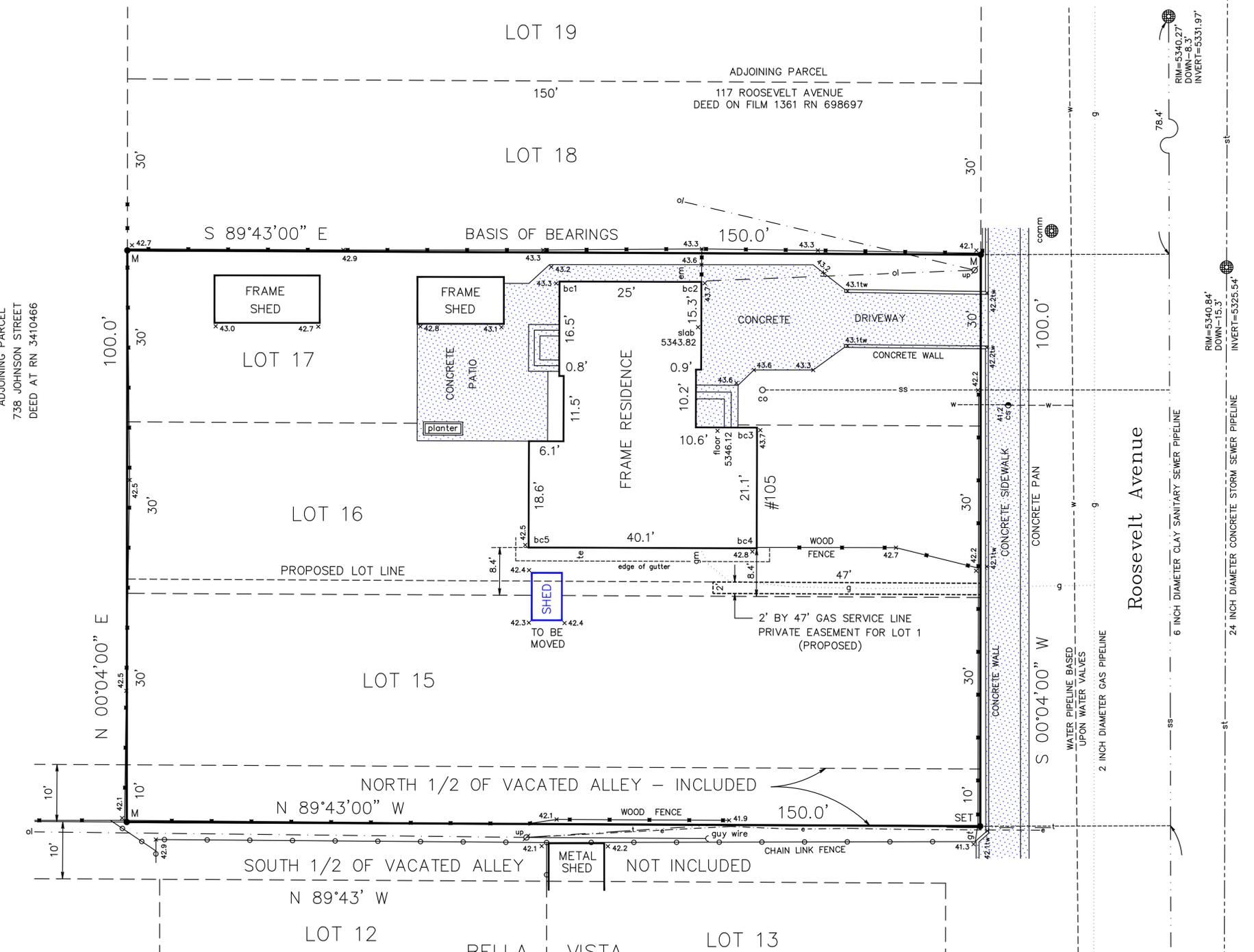
- Surveyor's Statement -

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 FEBRUARY 2016; THAT SAID SURVEY AND THE ATTACHED PRINT HEREON WERE MADE IN SUBSTANTIAL ACCORDANCE WITH CRS 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.

- Flagstaff Surveying Inc. -

TABLE MESA SHOPPING CENTER
637 SOUTH BROADWAY . SUITE C
BOULDER . COLORADO . 80305
303.499.9737
17255a-1.dwg . 11 May 2016

LEE STADELE
REGISTERED PROFESSIONAL LAND SURVEYOR
COLORADO LICENSE NUMBER 26300



- Kerss Minor Subdivision -

located within the northeast quarter of Section 17
Township 1 South . Range 69 West of the 6th Principal Meridian
in the City of Louisville . County of Boulder . State of Colorado

SHEET 1 OF 1 - AREA = 15,000 SQUARE FEET

- Property Description -

KNOW ALL PERSONS BY THESE PRESENTS, THAT CREEL E. KERSS, BEING THE SOLE OWNER IN FEE SIMPLE OF ALL THAT REAL PROPERTY SITUATED IN BOULDER COUNTY, COLORADO, AND LOCATED WITHIN THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 1 SOUTH, RANGE 69 WEST OF THE 6TH P.M., CITY OF LOUISVILLE, COUNTY OF BOULDER, STATE OF COLORADO, DESCRIBED AS FOLLOWS:

LOTS 15, 16 AND 17, BLOCK 4
AND 10 FEET OF VACATED ALLEY,
JOHNSON'S FIRST ADDITION,
LOUISVILLE, COLORADO,
ACCORDING TO THE RECORDED PLAT THEREOF,
COUNTY OF BOULDER, STATE OF COLORADO.

- Ownership Block -

HAVE BY THESE PRESENTS LAID OUT AND PLATTED THE SAME INTO A LOT, AS SHOWN HEREON AND DESIGNATE THE SAME AS "KERSS MINOR SUBDIVISION".

WITNESS OUR HANDS AND SEALS THIS ____ DAY OF _____ 2016.

OWNER : _____
CREEL E. KERSS (NOTARY SEAL)

NOTARY : _____ MY COMMISSION EXPIRES : _____

- City Council Certificate -

APPROVED THIS ____ DAY OF _____, 2016 BY
THE CITY COUNCIL OF THE CITY OF LOUISVILLE, COLORADO.

RESOLUTION NO. _____ SERIES _____

MAYOR _____ CITY CLERK _____

- Planning Commission Certificate -

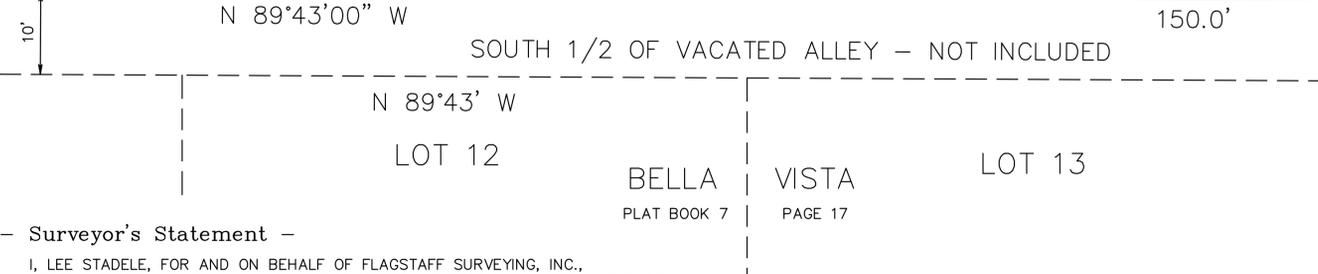
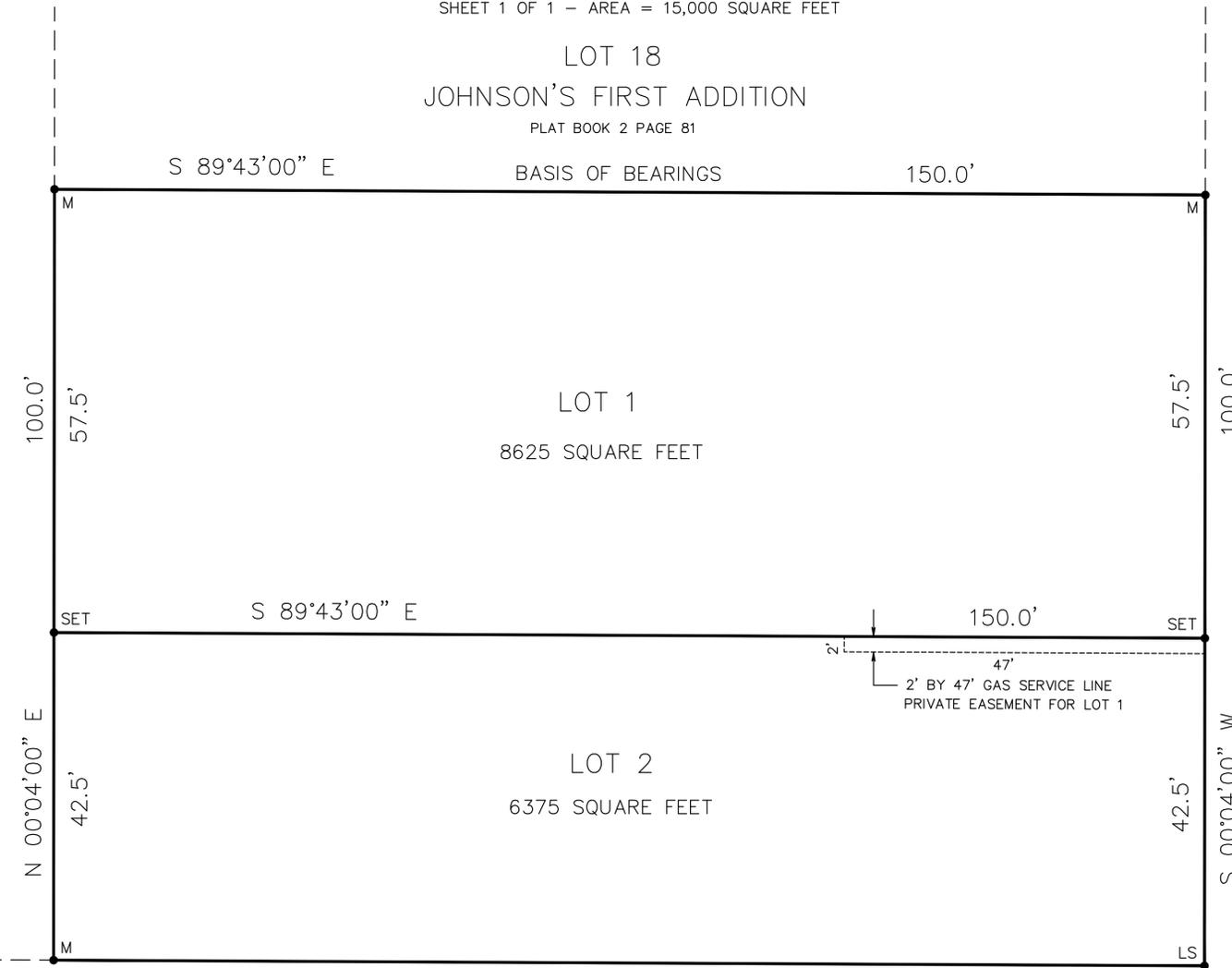
RECOMMENDED APPROVAL THIS ____ DAY OF _____, 2016
BY THE PLANNING COMMISSION OF THE CITY OF LOUISVILLE, COLORADO.

RESOLUTION NO. _____ SERIES _____

- Notes -

- NO EASEMENTS ARE SHOWN ON THE PLAT OF JOHNSON'S FIRST ADDITION. LAND TITLE ORDER NUMBER W80020351 WAS ENTIRELY RELIED UPON FOR OTHER (NOT PLATTED) EASEMENTS OF RECORD.
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- BASIS OF BEARINGS : ASSUMED SOUTH 89°43'00" EAST, ALONG THE NORTH LINE OF LOT 1, BETWEEN THE EXISTING RAY MELVIN (LS 5429) MONUMENTS. THIS BEARING MATCHES THE SUBDIVISION PLAT "BELLA VISTA", PREPARED BY FRANK DREXEL, LS 2149, LOCATED TO THE SOUTH OF JOHNSON'S FIRST ADDITION.
- THE SUBJECT PROPERTY CONTAINS 15,000 SQUARE FEET (0.344 ACRES).
- ALL DIMENSIONS SHOWN ARE MEASURED VALUES. SEE THE IMPROVEMENT SURVEY PLAT COMPLETED BY ME IN FEBRUARY 2016 FOR MORE SURVEY INFORMATION.

LOT 14
JOHNSON'S FIRST ADDITION
PLAT BOOK 2 PAGE 81



- Surveyor's Statement -

I, LEE STADELE, FOR AND ON BEHALF OF FLAGSTAFF SURVEYING, INC., HEREBY CERTIFY THAT I AM A DULY REGISTERED PROFESSIONAL LAND SURVEYOR LICENSED UNDER THE LAWS OF THE STATE OF COLORADO, THAT THIS PLAT IS TRUE, CORRECT AND COMPLETE PLAT OF "KERSS MINOR SUBDIVISION" AS LAID OUT, PLATTED, DEDICATED AND SHOWN HEREON, THAT SUCH PLAT WAS MADE FROM AN ACCURATE SURVEY OF SAID PROPERTY BY ME AND UNDER MY DIRECT RESPONSIBILITY, SUPERVISION AND CHECKING AND SHOWS THE LOCATION AND DIMENSIONS OF THE LOT STAKED UPON THE GROUND IN COMPLIANCE WITH C.R.S. 38-50 THROUGH 38-53 GOVERNING THE SUBDIVISION OF LAND.

IN WITNESS WHEREOF, I HAVE SET MY HAND AND SEAL THIS ____ DAY OF _____, 2016 A.D.

LEE STADELE
REGISTERED PROFESSIONAL LAND SURVEYOR
COLORADO LICENSE NUMBER 26300

BELLA VISTA
PLAT BOOK 7 PAGE 17

- Flagstaff Surveying Inc. -

TABLE MESA SHOPPING CENTER
637 SOUTH BROADWAY . SUITE C
BOULDER . COLORADO . 80305
303.499.9737

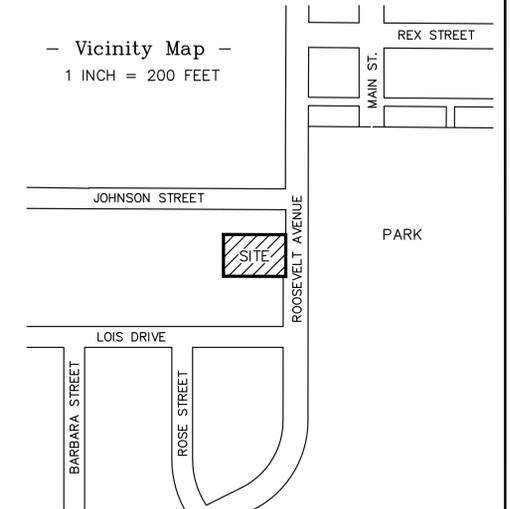
17255a-1.dwg . 11 May 2016

- Clerk and Recorder's Certificate -

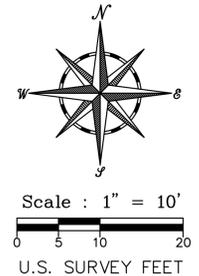
THIS SUBDIVISION MAP WAS FILED FOR RECORD IN THE OFFICE OF THE CLERK AND RECORDER AT ____ O'CLOCK ____M., THIS ____ DAY OF _____ 2016 AND IS DULY RECORDED AS RECEPTION NUMBER _____ FEES : _____

CLERK AND RECORDER
COUNTY OF BOULDER
STATE OF COLORADO
BY : _____
DEPUTY

- Vicinity Map -
1 INCH = 200 FEET



Roosevelt Avenue



- Legend -

- FOUND #5 REBAR WITH 1 1/2 INCH DIAMETER ALUMINUM CAP SET BY MELVIN SURVEYING COLORADO PLS 5429 ● M
- FOUND #5 REBAR WITH 1 1/2 INCH DIAMETER ALUMINUM CAP MARKED STADELE / LS 26300 ● LS
- SET #5 REBAR WITH 1 1/2 INCH DIAMETER ALUMINUM CAP MARKED STADELE / LS 26300 ● SET

- Kerss Minor Subdivision -

Planning Commission Meeting Minutes

June 23, 2016

City Hall, Council Chambers

749 Main Street

6:30 PM

Call to Order – Pritchard called the meeting to order at 6:30 P.M.

Roll Call was taken and the following members were present:

Commission Members Present: Chris Pritchard, Chair
Cary Tengler, Vice Chair
Tom Rice
Jeff Moline
David Hsu

Commission Members Absent: Ann O’Connell, Secretary
Steve Brauneis

Staff Members Present: Rob Zuccaro, Dir. Of Planning & Building Safety
Scott Robinson, Planner II

Approval of Agenda:

Tengler moved and **Hsu** seconded a motion to approve the June 23, 2016 agenda. Motion passes 5-0 by voice vote.

Approval of Minutes:

Moline moved and **Hsu** seconded a motion to approve the May 12, 2016 minutes. Motion passes 4-0-1 by voice vote. **Tengler** abstains.

Public Comments: Items not on the Agenda
None.

Regular Business:

- **105 Roosevelt Avenue Minor Subdivision, Resolution No. 15, Series 2016.** A resolution recommending approval of a replat to subdivide a single 15,000 SF lot into two separate lots in the residential low (RL) zone district, located at 105 Roosevelt Avenue, Lots 15-17 & 10 FT vacated alley, Block 4, Johnson’s first addition.
 - Applicant, Owner, and Representative: Creel Kerres
 - Case Manager: Scott Robinson, Planner II

Conflict of Interest and Disclosure:

None.

Email entered in the record:

Motion made by **Moline** to enter email from **Peter Stewart** dated June 23, 2016 into the record, seconded by **Tengler**. Motion passes 5-0 by voice vote.

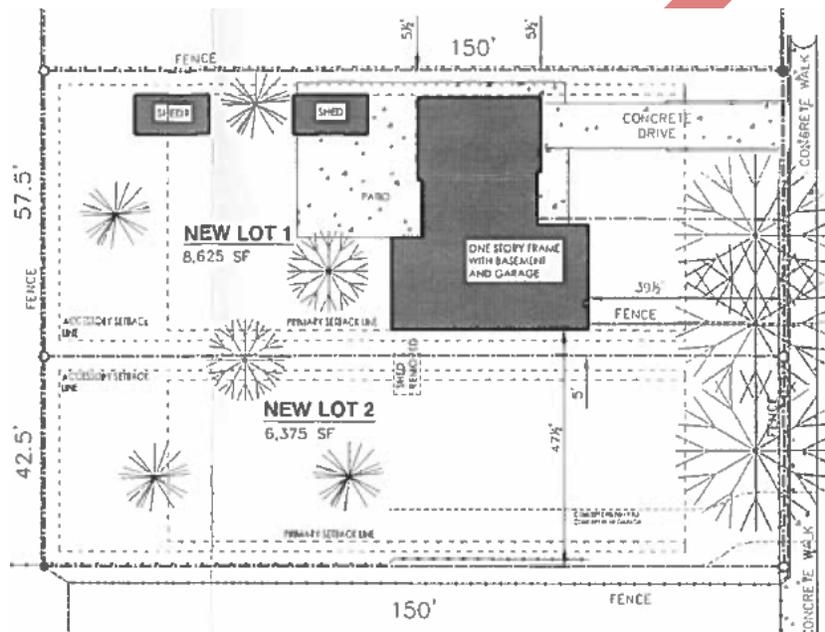
Public Notice Certification:

Published in the Boulder Daily Camera on June 5, 2016. Posted in City Hall, Public Library, Recreation Center, and the Courts and Police Building and mailed to surrounding property owners and property posted on June 3, 2016.

Staff Report of Facts and Issues:

Robinson presents from Power Point:

- Located at 105 Roosevelt Avenue in Old Town across from Community Park.
- Zoned Residential Low (RL).
- 15,000 SF lot when originally platted composed of three 30' x 150' lots plus 10' vacated alley. Currently 100' wide and 150' deep.
- Existing 1,300 SF single family house and three small sheds.
- Proposal would allow existing house to remain which complies with setbacks. There would be no structures on proposed Lot 2.
- Went to Board of Adjustment (BOA) in December 2015 and received variance approvals for lot width and lot area variance.
- BOA approval does not guarantee approval of replat.



- **Lot 1**
 - 8,625 SF and 57.5' wide.
 - Complies with minimum lot size and received variance for lot width.
 - Lot 1 would allow 2,588 SF coverage and 3,019 SF floor area.
- **Lot 2**
 - 6,375 SF and 42.5' wide.
 - Noncompliant with minimum lot size, received variances for lot size and lot width.
 - Lot 2 would allow 2,250 SF coverage and 2,699 SF floor area.
- Residential Low Density zone district requires minimum lot size of 7,000 SF and minimum lot width of 70'.
- Old Town Overlay District allows on existing 15,000 SF property one unit with 4,500 SF coverage and 5,250 SF of total enclosed space.
- Existing lot could have been divided in half for 7,500 SF lots, but the dividing line would have gone through the existing house.

- Staff looked at existing lots in subdivision and it is the largest lot. Dividing it will create two lots smaller than the average in the subdivision, but they would not be the smallest subdivision. Typical lot size for Old Town and similar to lots along Roosevelt Avenue.
- Given similarity in size to the rest of Old Town, Staff feels it complies with the 2013 Comprehensive Plan and variance approval means it now complies with the zoning regulations in Title 17. Subdivision regulations in Title 16 of the Louisville Municipal Code (LMC) that it needs to meet. It does not meet two.
- Title 16.16.060 requires 50 foot frontage and maximum length/width ratio of 2.5
 - Lot 1 would be 57.5 feet with 2.61 ratio
 - Lot 2 would be 42.5 feet with 3.53 ratio
- Section of LMC allows modifications for hardship and public good.

Staff Recommendations:

Staff recommends Planning Commission approve Resolution No. 15, Series 2016, a resolution recommending approval of a replat to subdivide a single 15,000 SF lot into two separate lots in the Residential Low (RL) zone district, located at 105 Roosevelt Avenue, Lots 15-17 & 10' vacated alley, Block 4, Johnson's First Addition, with no conditions.

Commission Questions of Staff:

Moline asks about the hardship portion of the variance.

Robinson says when an application goes before the BOA for a variance, there are six criteria that have to be met, and the BOA must find all six criteria are met. Criterion #1 says *"That there are unique physical circumstances or conditions such as irregularity, narrowness, or shallowness of lot, or exceptional topographical or other physical conditions peculiar to the affect property."* The BOA decided the lot was large enough to be divided into two lots. It is unusually long at 150' whereas most lots are 125' or shorter. This made the lot unusual.

Rice says on page 6 of the Staff Report, there is data presented about other parcels in this block. The new Lot 2, which is 6,375 SF, would only have two other lots in the survey area that are smaller. The new Lot 1, which is 8,625 SF, would leave four parcels smaller. Looking at this together, this would create two of the five smallest lots in the study area. There are small lots in this study area, but this action would create even more.

Robinson says these lots would be small compared with the other properties in the Johnson's First Addition. Looking at broader Old Town, they would be similar in size to the average lot.

Rice says the lot width of 42.5 feet; is it even feasible to build on? What are the side setbacks?

Robinson says there are lots in Old Town that are more narrow than that. We have some that are 25' in width. Setbacks would be 5' on each side.

Rice says we are talking about 32.5' of buildable space. My other question is about the BOA. If you are going through this process, is it necessary to go to the BOA first?

Robinson says if you need a variance from the requirements of Title 17 such as lot width and lot area, you go to the BOA.

Rice asks if the BOA is simply a recommendation. Is it a final determination on the issue?

Robinson says the BOA granted the variances so for the Planning Commission (PC) analysis, they comply with the regulations regarding minimum lot size and minimum lot width requirements of Title 17. It is a final determination on the issue.

Rice asks what is the PC deciding tonight?

Robinson says the other requirements of Title 16 require a waiver of minimum lot width of 50' and the ratio of width/depth.

Tengler says the letter from Peter Stewart accepted into the record states 2) *"it is questionable if the BOA has the authority to grant a variance to lot size and frontage requirements."* Are you comfortable that the BOA does have this authority?

Robinson says the powers of the BOA are to grant variances from any of the regulations in Title 17. This is not the first lot that has gone through this procedure. One was done in 2015 and another in 2014 followed the same procedure.

Tengler says the lot width is 100' currently. Why not go 50-50 and not ask for a variance?

Robinson says the desire is to keep the existing house so if the lot is divided down the middle, you will cut through the existing house. It will still comply with setbacks.

Pritchard says the email from Peter Stewart lists four reasons for denial. Has Staff had an opportunity to read it? Can we go through the email and respond to his four reasons.

Robinson responds.

1) A significant defining quality and character of Old Town is the diversity of lot size. This subdivision will negatively impact the scale and character of Old Town - by eliminating a large lot and thus eliminating lot size diversity. I believe this is contrary to the Comprehensive Plan section regarding Our Livable Small Town Feel and the city's character and physical form.

Robinson says this is a valid point and policy question of lot size variety. This is one of the biggest lots in Old Town and dividing it will make two average size lots. Staff feels this is compatible with the Comp Plan. It is what the applicant is requesting. This is a point for the PC to consider as to whether you will place more value on diversity versus allowing creation of average size lots.

2) It is questionable if the Board of Adjustment has the authority to grant a variance to lot size and frontage requirements. The purpose of the Board of Adjustments is to allow reasonable development on lots with restricting physical circumstances, not to create two non-conforming lots from a conforming lot. I do not think there are physical circumstances which limit reasonable development on this lot as it currently is.

Robinson says this was addressed previously.

3) The proposed subdivision does not meet Section 16.16.050 of the LMC - A. "Lots shall meet all applicable zoning requirements". This proposal would create two non-conforming lots and eliminate a conforming lot. I also do not like the fact that this type of subdivision may be used to increase density (FAR & Lot Coverage) above what is currently allowed.

Robinson says Staff considers the BOA variance as compliance with zoning requirements of Title 16.

4) The applicant is requesting a waiver from the zone district requirements. It is my understanding that in granting a development waiver there should be some extraordinary benefit to the City - not simply a benefit to the developer. There is no explicit benefit to the city associated with this proposal.

Robinson says the criteria for waivers through a PUD process such as providing some additional public benefit is not the same as the requirements for a waiver in Title 16 which shows hardship and public good. He may be looking at the wrong criteria.

Moline says it looks like the north half of the former alley way was vacated. Was the southern half also vacated? Was the entire alley vacated? To clarify, is this within the Old Town Overlay?

Robinson says the alley was vacated and per standard regulations, it gets split between the adjacent property owners, so they got the north half of the alley. This is within the Old Town Overlay district.

Applicant Presentation:

Creel Kerss, 105 Roosevelt Avenue, Louisville, CO

We have lived in the 105 Roosevelt Avenue house for about 10 years. I intend to retire here and build a new house. My wife just recently retired from her job last June, so we thought we would see if we can get this lot split off and build a newer, smaller home. I was a general building contractor for 40 years, so I know I can build on Lot 2. We are both believers in smaller homes, not larger homes. We hear a lot of talk about too many people coming in and tearing down existing old homes and taking the charm away from town. We have seen it happen more in the last four years than the previous six years. The lots you are asking about that compare to mine in the Johnson subdivision are down Johnson Street. Most of those homes are 10,000 to 12,000 SF lots and they built them to the max. There is one behind us that is being remodeled; it should end up at 5,000 SF. It is huge. Down Johnson Street, most of those homes are well over \$1 million. We see diversity around Old Town. There is a lot around the corner from us that a lady built a home on with a driveway to a back garage. She backs her car back to her garage. Her lot is probably 32' wide lot. It can be done. 2,600 FS is a large home when you consider you have a basement, so it can be almost 4,000 SF. We have not made the final decision of whether we will

build next door or stay in the home and expand. We are working with a local architect named Chip Weincek from Louisville. We have tentative ideas but we do not want to proceed with the expense until we know a lot to build on. We have some very large trees in front that we hope to preserve. I thank Scott and the Planning Department for working with us and the Planning Commission. We feel this is a good fit for the City. This is your chance to have another small house in Old Town.

Patricia Kerss, 105 Roosevelt Avenue, Louisville, CO

I would like to address some of the questions and concerns about the narrow lot. When we first saw this lot, it was 11 years ago during a snow storm. The house was not very pretty. It had not been lived in for some time, but I loved it. We bought it and left the house as it was. It is a 1300 SF bungalow and I love it. I love living in the area. We are across the street from Community Park. We could have scraped this house and done a variety of things. We chose to keep the house. I appreciate people who need bigger homes. I grew up in a big house, we've built big houses, and we've lived in big houses. I see smaller houses in Old Town and see a smaller home that does not overwhelm the lot and other things around them. Our goal is to develop in a manner we think is appropriate. We have worked with a variety of people and this is considered more appropriate than a 5,000 SF across the street from the park.

Commission Questions of Applicant:

Hsu says the dividing line is because of the house. I am struggling with the statute Section 16.24.010 which states, "The city council, upon advice of the planning commission, may authorize modifications from these regulations in cases where, due to exceptional topographical conditions or other conditions peculiar to the site, an unnecessary hardship would be placed on the subdivider." It says we can only determine an unnecessary hardship after determining, first, the condition that there are exceptional topographical conditions peculiar to the site. What are those exceptional topographical conditions or other conditions peculiar to the site?

P. Kerss says if I understand you, some of the things that we see as the people living there would be the beautiful 50 year old trees in front that would have to come down. If you lose that part of the house, you have to get rid of the whole house, meaning another scrape off.

C. Kerss says that the back yard is beautiful. Because the lot is so deep, it gives the new house going in a larger back yard than most existing ones. It does not impose on the neighbors because of the back yards of the southern neighbors. The lot is 150' deep and it is more difficult. It is a practical lot to build on.

P. Kerss says with the layout, we will be able to build a two car garage in the back, which is something we have always missed. We now have a one car garage.

Hsu says my question is mainly about the 50-50 dividing line, not the depth. That 50-50 line could not be the subdivision line because of the existing house. An arbitrary line does not necessarily destroy the trees.

C. Kerss says the setback is so the house is not removed. We are giving it a 5' setback on the house side and 5' on the existing house, so there will be 10' between houses. In order to get that 5', Lot 2 ended up at 42' wide.

Public Comment:

None.

Summary and request by Staff and Applicant:

Staff believes this complies with the regulations and warrants a waiver given the hardship due to the unusual depth and location of the house and public good of compatibility with the Comp Plan. Staff recommends approval.

Closed Public Hearing and discussion by Commission:

Hsu says I don't think we have the authority to approve this modification based on the clear language of the statute. There have been no exceptional topographical conditions or other

condition peculiar to the site identified. The house is not part of the site. I looked up site in the dictionary and the site does not include the building. We have not identified any topographical conditions or other conditions such as a river, hill, or cliff that requires the 42.5' and 57.5' division. I don't think we or the City Council has the authority to grant any modifications. I appreciate the applicant coming here. We are constrained by the statute.

Rice says this would be a no-brainer if we were talking about 50'. That would make it really simple. What makes it different is trying to back down from the 50'. We are talking about 7.5' which, considering other lots not necessarily on this block but in that area of town, isn't really a huge difference from what we see elsewhere. I think **Commissioner Hsu's** point is well taken, but I think other conditions can be read a little more broadly. "Other conditions" is intentionally meant to be a catch-all and it allows us to look at things a little more broadly than simply the first clause which is topographical. My thought is that the ordinance does provide us with the flexibility we need to make this decision. It is on the border in terms of size. I am inclined to improve it given what I think is a good faith commentary of the applicant with regard to what their plans are for this site.

Tengler says I agree with **Commissioner Rice's** interpretation of this. I am also comfortable with Scott's interpretation and response to the letter we entered into the record. I am in favor.

Moline says I agree with **Commissioner Rice** and **Commissioner Tengler**. I would like to see if Staff can provide a comment back on **Commissioner Hsu's** concern. What he is saying sounds pretty serious. I am curious on how Staff would view that comment.

Zuccaro says that it is a little bit broader and that is how we saw it and how we came up with our recommendation on the additional circumstances other than the topography. I think historically this is how we have interpreted the code and applied the codes. It is up to interpretation of the PC, but consistent with Staff's previous interpretation that you look at it more broadly.

Moline says based on that, I am leaning towards support.

Pritchard says I agree with my Commission members in everything that has been said. I do believe the ordinance and the code gives us enough flexibility for interpretation on issues like this. I look back to what the Comp Plan is talking about, and how they want these houses to be well balanced. The smaller scale works for the Old Town Overlay. Where I have a problem is if the applicant decides to come back and tear down the entire existing house and build a large home. They are entitled to do this. A large house lessens the Downtown. Moving forward, Staff's recommendations are consistent with what we have interpreted over the last few years. I think this is beneficial to the community. I think the size will be adequate and it will fit in scale with the rest of the neighborhood. I understand **Commissioner Hsu's** concerns. I am comfortable with Staff's findings.

Hsu says this goes to one of my favorite subjects which is statutory interpretation. It says, "other conditions peculiar to the site." I understand everyone is interpreting "other conditions" to be anything we want. The dictionary definition of "site" is the land, not a building. The building cannot be a condition of the site. That would lead to some absurd result. I am comfortable with an interpretation of the statute that basically brings in the building as part of the site.

Moline asks Staff if the City Attorney has weighed in on this issue.

Robinson says we did not ask him about the interpretation of the site issue.

Motion made by **Rice** to approve **105 Roosevelt Avenue Minor Subdivision, Resolution No. 15, Series 2016**, a resolution recommending approval of a replat to subdivide a single 15,000 SF lot into two separate lots in the residential low (RL) zone district, located at 105 Roosevelt Avenue, Lots 15-17 & 10 FT vacated alley, Block 4, Johnson's first addition. Resolution No. 15, Series 2016, seconded by **Moline**. Roll call vote.

Name	Vote
Chris Pritchard	Yes
Cary Tengler	Yes

Ann O'Connell	n/a
Jeff Moline	Yes
Steve Brauneis	n/a
Tom Rice	Yes
David Hsu	No
Motion passed/failed:	Pass

Motion passes 4-1.

DRAFT

Scott Robinson, AICP
Planner II
City of Louisville

November 2, 2015

RE: 105 Roosevelt Minor Subdivision

Dear Scott,

We, the undersigned residents of Louisville write in support of the minor subdivision at 105 Roosevelt Ave. in Old Town Louisville.

This minor subdivision would allow for one additional reasonably sized home on the now vacant parcel next to their current home. This would be in keeping with the spirit of Old Town in both size and scale, contributing to the unique style we want to keep in our neighborhood.

What we have in our Old Town neighborhoods is worth preserving and this project will be a valuable and appropriate improvement within our community. Charming, quaint old town character.

Please help us keep Old Town special by allowing Mr. Kerss to subdivide his lot.

Sincerely,

Rudolf S. Guiness 727 Peach Ct. Louisville 303-673-0058
Jim Fubers 1153 W. CENTURY Louisville
Bob Simmer 444 Jefferson Ave. 541-968-2231
Paula Simmer 444 Jefferson Ave. 3-666-4845
Carol Allen 577 WILDROSE WY 3/666-4527
John Smith 894 CLEVELAND CT. 3/673-9095
AMC 105 S. McCaslin Blvd. 7/275-2197 Owner
Barry 948 PEX ST. 3-898-2400
Gary Fitar

Scott Robinson, AICP
Planner II
City of Louisville

November 2, 2015

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Sincerely,


555 COUNTY ROAD

Scott Robinson, AICP
Planner II
City of Louisville

November 2, 2015

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Sincerely,


Mark Dreher
544 Main St.
Louisville, CO 80027

Scott Robinson, AICP
Planner II
City of Louisville

November 2, 2015

RE: 105 Roosevelt Minor Subdivision

Dear Scott,

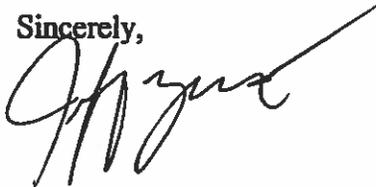
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Sincerely,



738 Johnson St.
Louisville, Co 40227

Scott Robinson, AICP
Planner II
City of Louisville

November 2, 2015

RE: 105 Roosevelt Minor Subdivision

Dear Scott,

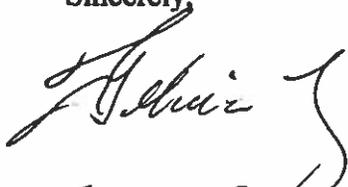
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Sincerely,



Felicia Renz
544 Main St.
Louisville, CO 80027

Scott Robinson, AICP
Planner II
City of Louisville

November 2, 2015

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Sincerely,

 563 Parbans Lane

Scott Robinson, AICP
Planner II
City of Louisville

November 2, 2015

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Sincerely,



555 County Road
Louisville, Co 80027

Scott Robinson

From: Peter Stewart <peter@stewart-architecture.com>
Sent: Thursday, June 23, 2016 1:47 PM
To: Planning Commission
Cc: Scott Robinson
Subject: 105 Roosevelt Subdivision- Opposition

RE: Proposed Subdivision of 105 Roosevelt

Members of the Planning Commission,

I am writing in opposition to the proposed subdivision, for the following reasons:

- 1) A significant defining quality and character of Old Town is the diversity of lot size. This subdivision will negatively impact the scale and character of Old Town - by eliminating a large lot and thus eliminating lot size diversity. I believe this is contrary to the Comprehensive Plan section regarding Our Livable Small Town Feel and the city's character and physical form.
- 2) Its questionable if the Board of Adjustment has the authority to grant a variance to lot size and frontage requirements. The purpose of the Board of Adjustments is to allow reasonable development on lots with restricting physical circumstances, not to create two non-conforming lots from a conforming lot. I do not think there are physical circumstances which limit reasonable development on this lot as it currently is.
- 3) The proposed subdivision does not meet Section 16.16.050 of the LMC - A. "Lots shall meet all applicable zoning requirements". This proposal would create two non-conforming lots and eliminate a conforming lot. I also do not like the fact that this type of subdivision may be used to increase density (FAR & Lot Coverage) above what is currently allowed.
- 4) The applicant is requesting a waiver from the zone district requirements. It is my understanding that in granting a development waiver there should be a some extraordinary benefit to the City - not simply a benefit to the developer. There is no explicit benefit to the city associated with this proposal.

For these reasons I believe you should deny the application.

Thank you for your consideration of my comments.

Sincerely,

Peter Stewart
1132 Jefferson Ave. Louisville, CO 80027

ps: This application is an example where an Accessory Dwelling Unit may be appropriate. As you are aware Louisville does not currently allow ADU's. I urge you to take up this issue at sometime in the near future because of its potential to satisfy applicants desires such as this one while providing a public benefit.

. Reasons for

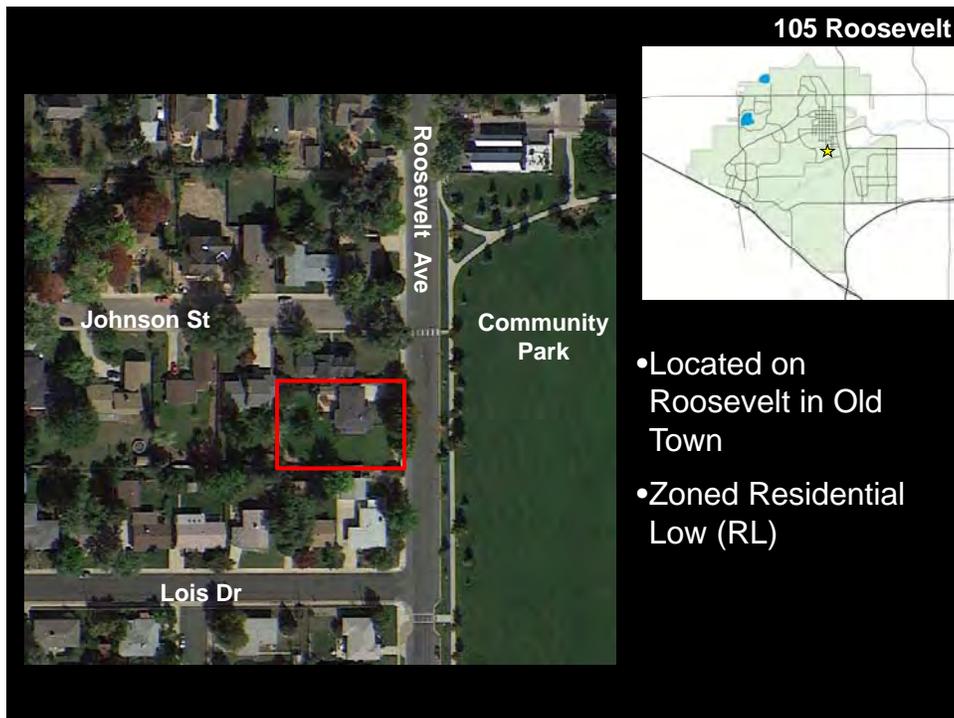
Planning Commission– Public Hearing

105 Roosevelt – Minor Subdivision

Resolution No. 36, Series 2016

A RESOLUTION APPROVING A REPLAT TO SUBDIVIDE A SINGLE 15,000 SF LOT INTO TWO SEPARATE LOTS IN THE RESIDENTIAL LOW (RL) ZONE DISTRICT, LOCATED AT 105 ROOSEVELT AVENUE, LOTS 15-17 & 10 FT VACATED ALLEY, BLOCK 4, JOHNSON'S FIRST ADDITION

Prepared by:
Dept. of Planning & Building Safety



105 Roosevelt




- 15,000 SF lot
- Composed of 3 30'X150' lots plus vacated alley
- Existing 1,300 SF house and three small sheds

105 Roosevelt



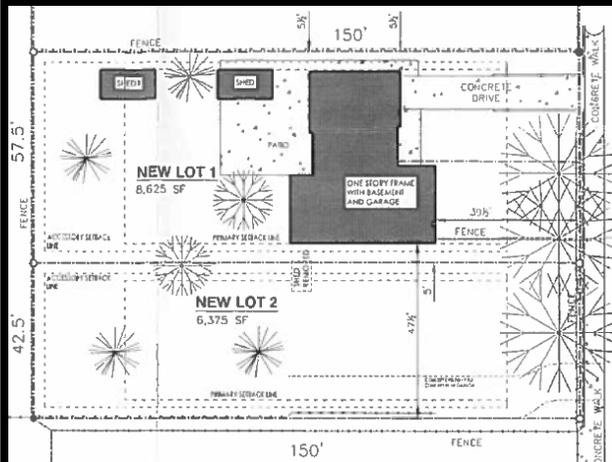

- Would retain structures:
- All on Lot 1
- None on Lot 2

105 Roosevelt



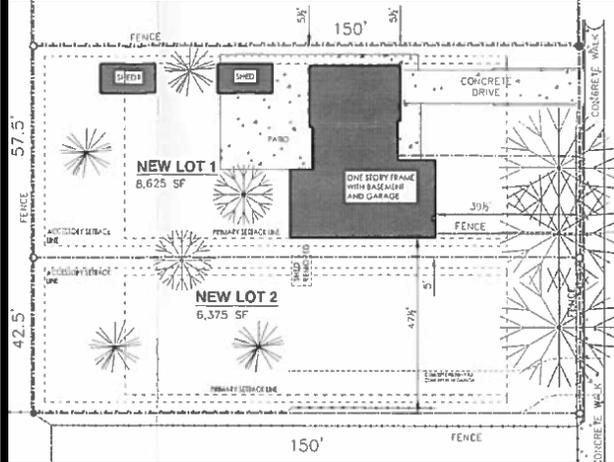
- Received BOA approval for Lot Width and Lot Area Variance
- BOA approval does not guarantee approval of replat

105 Roosevelt



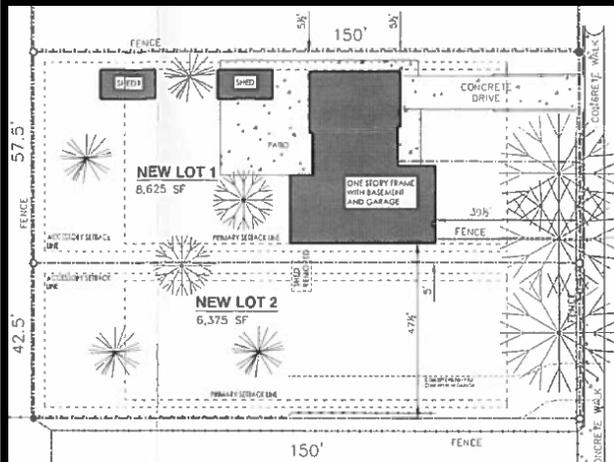
- Lot 1:
 - 8,625 SF
 - 57.5' wide
- Lot 2:
 - 6,375 SF
 - 42.5' wide

105 Roosevelt



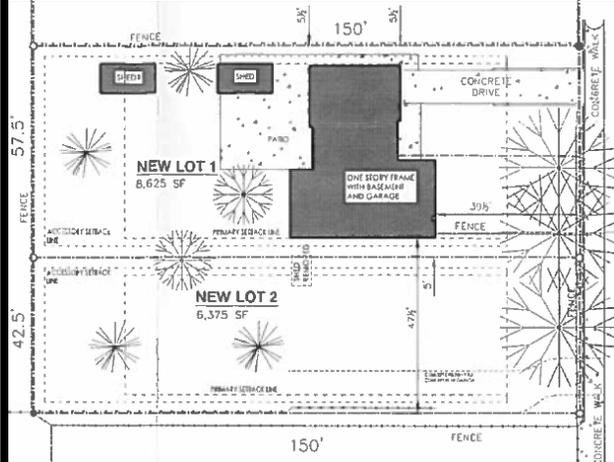
- 15,000 SF property could contain one unit with 4,500 SF coverage and 5,250 SF floor area
- Lot 1 would allow 2,588 SF coverage and 3,019 SF floor area
- Lot 2 would allow 2,250 SF coverage and 2,699 SF floor area

105 Roosevelt



- Lot 1 – 8,625 SF
- Lot 2 – 6,375 SF
- Subdivision average is 10,960 SF
- New lots would be similar to many in Old Town
- Would allow 1 additional dwelling unit
- Complies with 2013 Comprehensive Plan for this area

105 Roosevelt



- 16.16.060 requires 50 foot frontage and maximum length/width ratio of 2.5
- Lot 1 would be 57.5 feet with 2.61 ratio
- Lot 2 would be 42.5 feet with 3.53 ratio
- Modifications allowed for hardship and public good

105 Roosevelt

Staff recommends City Council approve Resolution No. 36, Series 2016, a resolution approving a replat to subdivide a single 15,000 SF lot into two separate lots in the Residential Low (RL) zone district, located at 105 Roosevelt Avenue, Lots 15-17 & 10 ft vacated alley, Block 4, Johnson's First Addition, with no conditions.

SUBJECT: DISCUSSION/DIRECTION/ACTION – REVIEW OF CLEAN ENERGY COLLECTIVE (CEC) PURCHASE #1 PERFORMANCE AND CURRENT PURCHASE #2 OPTIONS THROUGH CEC

DATE: JULY 19, 2016

PRESENTED BY: MALCOLM FLEMING, CITY MANAGER

SUMMARY:

On July 14, 2015 City Council approved a lease purchase agreement (“Boulder #1”) with Alpine Bank for solar panels supplied by Clean Energy Collective (CEC). This lease purchase covered 145,935 watts of solar capacity with total estimated lease payments of \$678,449, offset by projected Bill Credits of \$908,386 and \$401,947 in Renewable Energy Credits, for a total projected reduction in the City’s cost for electricity of \$631,883 over 20 years. CEC will review the actual solar production of the solar panels and savings during the first year of this lease purchase agreement.

Following the Council’s approval of the Boulder #1 lease purchase agreement (named for the location of the PV Solar facility in Boulder County), CEC presented a second proposal to City staff to purchase additional solar electricity capacity in CEC’s Boulder #2 facility. During Council’s September 15, 2015 meeting, Council reviewed a tentative lease purchase agreement with CEC for 198,555 watts of solar electricity capacity, and Council authorized the City Manager, Public Works Director and City Attorney to negotiate the details of the proposed purchase and to make a \$67,502.70 fully refundable deposit with CEC to secure the capacity while staff negotiated the final details of the proposal. Since that time staff has been working with CEC to finalize the details of an agreement.

At the time of the September 2015 meeting, and based on CEC’s projections of the likely Renewable Energy Credits (REC), Bill Credits, interest rates and projected increases in the future cost of electricity, CEC expected the Boulder #2 agreement would cover 198,555 watts of solar capacity, result in \$964,499 in total lease payments, \$1,116,786 in Bill Credits and \$349,276 in Renewable Energy Credits, for a total estimated savings in electricity costs for the City of \$501,563 over a 20-year life cycle.

In working through the details of the proposal, CEC was unable to secure commitments from Xcel Energy for Bill Credits and REC Payments at the rates anticipated in the original September 15, 2015 proposal. Also, projections about the likely future increases in the cost of electricity have moderated somewhat from the 4% level anticipated last year. Currently, the U.S. Energy Information Administration (EIA) projects that electricity rates in Colorado will likely increase only 2% annually through 2040. Consequently, the potential savings associated with the CEC lease purchase proposal are not as great as anticipated last fall.

SUBJECT: SOLAR ENERGY PURCHASE OPTIONS WITH CLEAN ENERGY COLLECTIVE

DATE: JULY 19, 2016

As a result of these changes, staff is asking Council for discussion and direction regarding possible scenarios and options. The attached presentation outlines four different scenarios reflecting 2% and 4% assumptions about likely future electricity cost increases, and outright purchase vs lease/purchase approaches. In a fifth scenario, CEC also outlines a new approach incorporating a Power Purchase Agreement (PPA).

In conceptual terms, through a PPA the City would commit to purchase 400KW of electrical production from CEC in exchange for receiving a Bill Credit from Xcel Energy. CEC projects the Bill Credit would be about 10% higher than the cost of the electricity purchased from CEC. This approach would generate savings of about \$5,000 to \$7,000 per year over the term of the agreement, adding up to total savings of over \$100,000 over 20 years. There is no up-front capital contribution or monthly lease payment required under this PPA approach.

FISCAL IMPACT:

The fiscal impacts depend on the assumptions one makes about the likely future cost of electricity, and whether the City purchases capacity from CEC, leases the solar capacity, commits to a Power Purchase Agreement or some combination of these approaches. The table below summarizes the detail provided by CEC in the attached Presentation.

Summary of CEC Options					
Scenario	Projected Electricity Cost Increase	Up Front Cost	Total Lease Payments over 20 Years	Projected Cumulative Savings Over 20 Years	Years to Break Even
1	2%	\$ 675,027	\$ -	\$ 1,121,064	12 (1)
1A	2%	\$ -	\$ 938,170	\$ 145,824	16
2	4%	\$ 675,027	\$ -	\$ 1,284,195	11 (1)
2A	4%	\$ -	\$ 938,170	\$ 308,955	13
3	1.90%		\$ 938,170	\$ 281,175	10
PPA	1.90%	\$ -	\$ -	\$ 135,351	0
(1) Does not reflect any opportunity cost of capital.					

RECOMMENDATION:

Discussion and direction on whether to continue negotiations with Clean Energy Collective and if so whether to prepare for Council consideration at a later date an agreement to (1) purchase solar electrical generating capacity, (2) lease purchase solar electrical generating capacity, (3) purchase electricity through a Power Purchase Agreement, or (4) some combination of these options.

**SUBJECT: SOLAR ENERGY PURCHASE OPTIONS WITH CLEAN ENERGY
COLLECTIVE**

PAGE 3 OF 3

DATE: JULY 19, 2016

ATTACHMENT(S):

1. Presentation on Clean Energy Collective Review of Boulder #1 Purchase and Boulder #2 and PPA Options
2. Introduction Letter and Community Solar Proposal (Power Purchase Agreement)
3. Draft Capacity Commitment Agreement (Power Purchase Agreement)

City Council Discussion/Direction on Clean Energy Collective Proposed Lease/Purchase Options

City Council Meeting
July 19, 2016



Clean Energy
COLLECTIVE®

member owned. nature operated.

Community Solar for the City of Louisville Review Boulder #1 Purchase and Proposed Boulder #2 Purchase



U.S. DEPARTMENT OF
ENERGY

National Innovative Green
Power Program of the Year



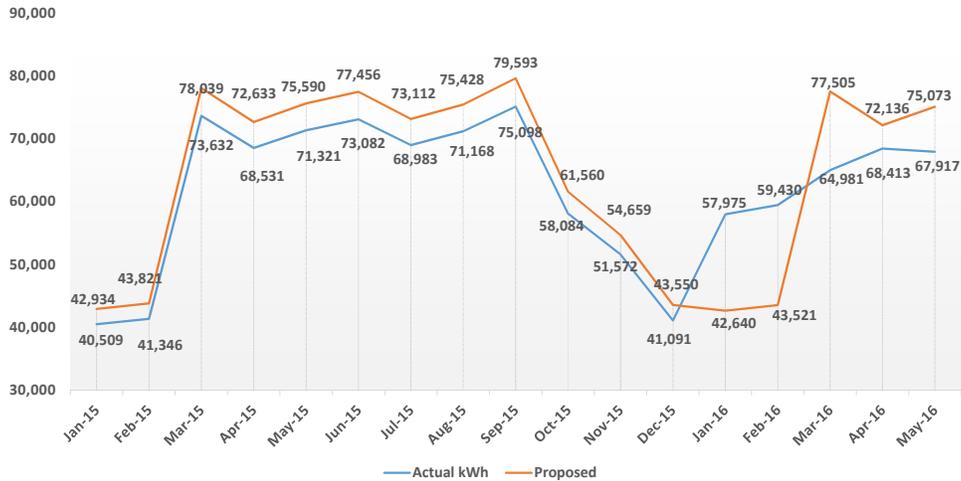
2012 National Photovoltaic
Project of Distinction Award



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Boulder #1 Solar Array Production Data



- Boulder #1 Array produced 94.4% of the original proposed kWh in 2015
- January 2016 to May 2016 is 102.50% of proposed production

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Summary Boulder #1 Louisville Meters



- Xcel **Bills** at 2000 Washington Ave. & 1200 Courtesy Rd are **offset 26%** with solar credits
- Xcel **Usage** at 2000 Washington Ave. & 1200 Courtesy Rd are **offset 24%** by solar production

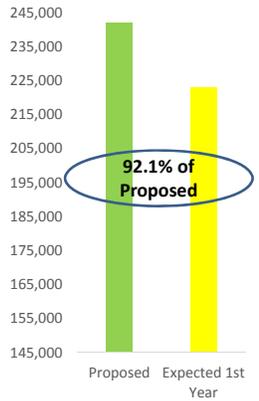
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Boulder #1, Louisville Year 1 Proposed vs Expected Array Production

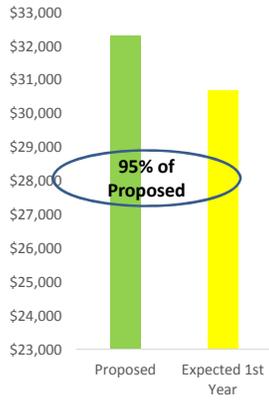


Solar Production



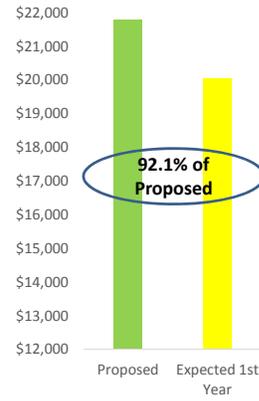
Solar Production	
Proposed	241,963
Expected 1st Year	222,877

Bill Credits



Bill Credits	
Proposed	\$32,306
Expected 1st Year	\$30,696

Rec Payments



Rec Payments	
Proposed	\$21,777
Expected 1st Year	\$20,059

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Summary Boulder #1 Performance



Summary - Sept 2015 to May 2016, 9 Months Actual

	Solar Production	On Bill Credit Rate	Bill Credit	Rec @ .09	Total Savings
1200 Courtesy Road	32,839	0.33	\$10,968	\$2,955	\$13,923
2000 Washington Ave	127,377	0.09	\$10,838	\$11,464	\$22,302
9 Month Total	160,216	0.14	\$21,805	\$14,419	\$36,225

Summary - Sept 2015 to May 2016, 9 Months Actual + Expected June - August 2016, 3 Months

	Solar Production	On Bill Credit Rate	Bill Credit	Rec @ .09	Total Savings
1200 Courtesy Road	45,960	0.34	\$15,839	\$4,136	\$19,976
2000 Washington Ave	176,917	0.08	\$14,857	\$15,923	\$30,779
Sub Total	222,877	0.14	\$30,696	\$20,059	\$50,755
Lease Expense 1st yr.					(\$47,840)
Net Earned 1st yr.					\$2,915

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What does a purchase in Boulder #2 look like vs Boulder #1?



Comparison between Louisville Purchase #1 and Potential Purchase #2

Notes:

- On-bill credit calculated for Boulder #1 purchase is estimated at \$0.12740 per kWh and Boulder #2 on-bill credit is estimated at \$0.11986 per kWh. This on-bill credit may increase when the golf course meters and the Wastewater Treatment Plant meters if these locations prove to have higher peaking factors that escalate average monthly bill costs. The on-bill credits help minimize these peaking factors and reduce costs.
- REC payment (Renewable Energy Certificate) is \$0.09 net per kWh your panels earn vs. \$0.06 net per kWh on Boulder #2 array. The REC payment reduction accounts for the bulk of change on the ROI and a deduction in production from Boulder #1 to Boulder #2 of 7% less to reflect accurate production predictions on Boulder #2.
- Xcel Energy continues to reduce the REC payment allowable for any new solar arrays (Boulder #1 and #2 are grandfathered in at the quoted rates) and to date the REC is now slated as a negative payment of - \$0.03 for any new community solar gardens to be developed in the 2015 RFP CEC was awarded, the REC payments most likely are non-existent for future arrays.
- The dual income stream of the Boulder #1 and #2 purchase has been eliminated from any new programs for 2015 to present. The economics of the 2nd purchase will not be replicated according to the changes Xcel Energy has moved towards for future developments.

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What does a purchase in Boulder #2 look like vs Boulder #1?



Year 1	
Bill Credits	\$31,139
REC Payments	\$21,998
Total Savings	\$53,137
First Year Payback	10.7%
First 20 Years	
Bill Credits	\$908,386
REC Payments	\$401,947
Total Savings	\$1,310,333
Purchase Price	\$717,607
Savings vs. Purchase Price	\$592,726
20 Year ROI	83%

Year 1	
Bill Credits	\$30,696
REC Payments	\$20,059
Total Savings	\$50,755
First Year Payback	10.2%

Year 1	
Bill Credits	\$37,057
REC Payments	\$18,550
Total Savings	\$55,606
First Year Payback	8.2%
19 Years	
Bill Credits	\$790,465
REC Payments	\$330,599
Total Savings	\$1,121,064
Purchase Price	\$938,169
Savings vs. Purchase Price	\$182,895
19 Year ROI	19%
19 Year Environmental Benefits	
CO2 Avoided (lbs)	9,752,659
Car Travel Avoided (miles)	11,058,524
Trees Planted	15,042

Boulder #2 Proposal

- Boulder #1 Proposed vs Actual 9 months (plus 3 months projected) 5% differential in 1st year payback with a 4.8% inflation projection from Xcel Energy over 20 years

- Boulder #2 Proposed is based on a 7% reduction in irradiance production vs Boulder #1 production and a 2.0% inflation projection from Xcel Energy over 19 years of total financed lease.

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Slide 8

MF12 Malcolm Fleming, 7/13/2016

Boulder #2 Meters Selected



Xcel Energy Premise Numbers we are looking at Offsetting with Solar	Current Xcel Electricity Price per kWh	Est. On-bill Credit per kWh Produced	Net Rec Payment Per kWh Produced	Est. Revenue with CEC's Program per kWh	System Size Per Premise	Est. Net* (including Lease Payment) 1 st Yr Savings (Cost)*	Percentage of electricity offset with Proposed Solar System Based on Premise #
1000 N McCaslin - 301168316	\$0.17	\$0.12	\$0.06	\$0.18	10.68 kW	(\$9,551)	100.00%
7000 Marshall Rd - 301981749					180.87 kW		100.00%
2000 Washington Ave - 300885655					7.32 kW		1.80%

*

- Estimated Solar Credits and REC earned \$55,606 in year 1
- Estimated System Lease of \$65,156 in year 1
- Net Total Earned Year 1 -\$9,551

City of Louisville Scenarios for Purchase



- The following Scenarios illustrate the City of Louisville proposal for purchase in the Boulder #2 Array
- Scenario #1: Bill Credit Escalator/Inflation Rate Set at 2%
 - 19 Year ROI of 66%
- Scenario #2: Bill Credit Escalator/Inflation Rate Set at 4%
 - 19 Year ROI of 90%
- Scenario #3: Combined PPA and Purchase Bill Credit Escalator/Inflation Rate Set at 2.0%
 - 19 Year ROI of 102%

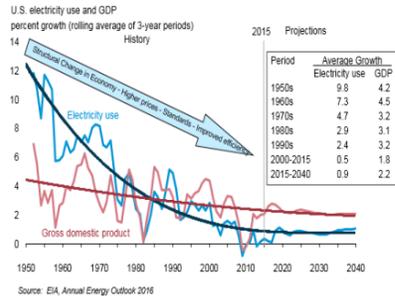
Slide 9

- MF7** Please indicate the facilities at these locations, not just the address. 1000 N. McCaslin shows up as a location West of Harper Lake. What Facility is that? The other locations are the Howard Barry WTP and the Sid Copeland WTP respectively.
Malcolm Fleming, 7/7/2016
- AT8** I am uncertain of the locations that each meter serves as I only have the address of the meter, Dave Szabados could tell us that.
Amy Thompson, 7/7/2016
- MF9** The Est Dollars saved needs to reflect net costs including lease/purchase costs.
Malcolm Fleming, 7/7/2016
- AT9** Are we using the 2% inflation? dollars saved will be based on the inflation rate you chose.
Amy Thompson, 7/7/2016
- AT10** This will be the Net Cash Flow numbers if so this will be -\$3,183.00 in year one.
Amy Thompson, 7/7/2016

Electricity Use Rate of Growth Projected to Slow



Electricity use (including direct use) is expected to continue to grow, but the rate of growth slows over time as it has almost continuously over the past 60 years

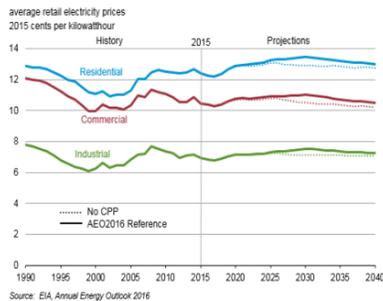


- Growth in the economy and electricity demand remain linked, but the linkage is shifting toward much slower electricity demand growth relative to economic growth.
- The factors driving this trend include slowing population growth, near market saturation of key electricity using appliances, improving efficiency of nearly all equipment and appliances in response to standards and technological change, and a shift in the economy toward less energy-intensive industries.
- Efficiency standards for lighting and other appliances that have been established over the past few years continue to put downward pressure on growth in electricity demand as new equipment is added and the existing stock is replaced.

U.S Energy Information Administration (EIA) Projects Moderate Price Increases for Electricity

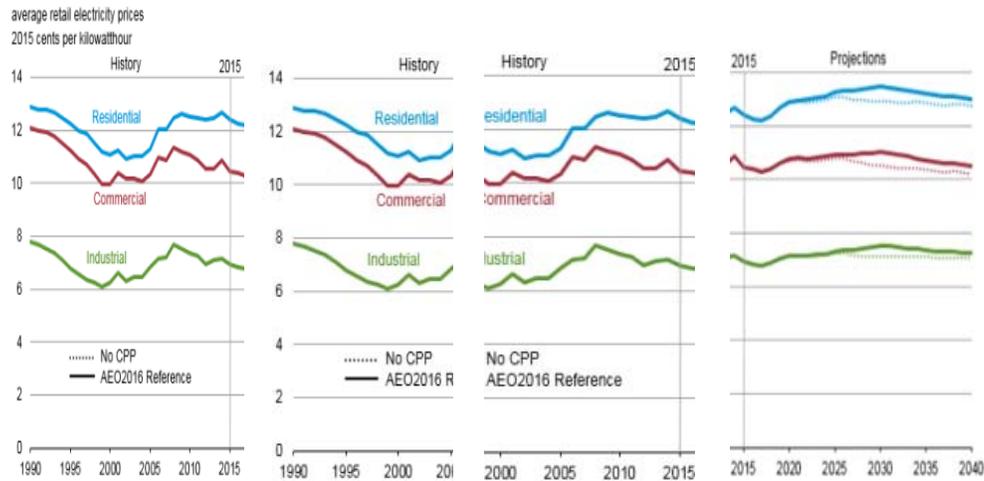


Electricity prices increase with rising fuel costs and expenditures for electric transmission and distribution infrastructure



- Residential and commercial electricity prices are significantly higher than industrial prices; this mainly reflects the higher costs of distribution services for residential and commercial customers.
- Prices for all customer classes rise over 2015-30 in part due to higher transmission and distribution costs.
- Prices in the Reference case are somewhat higher than those the No CPP case for all customer classes; price differences between cases tend to be largest over the 2025-30 time period.

Projections Based On Past History Depend on the Historical Period Used



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For more information...



[EIA Annual Energy Outlook 2016](#)

U.S. Energy Information Administration home page | www.eia.gov

Annual Energy Outlook | www.eia.gov/forecasts/aeo

Short-Term Energy Outlook | www.eia.gov/forecasts/steo

International Energy Outlook | www.eia.gov/forecasts/ieo

Today In Energy | www.eia.gov/todayinenergy

Monthly Energy Review | www.eia.gov/totalenergy/data/monthly

State Energy Portal | www.eia.gov/state

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Purchase #2 Proposal Scenario #1

Outright Purchase Assuming 2% Electricity Cost Inflation



Bill Credit Escalator/Inflation		20 Year IRR	ESTIMATED POWER PRODUCTION AND SAVINGS							
2.00%		11.55%	Bill Credit Escalator	2.00%				Panels	651	
Discount Rate		20 Year NPV	Bill Credit Rate	\$0.11986				Watts	198,555	
2.52%		\$105,578	Class of Service	SG/PG - Custom				Net Purchase Price	\$675,027	
							19 Year ROI	66%		
Year	Annual kWh	Credit Rate	Est. Bill Credits	Est. REC Payments Credits	Est. Total Savings	O&M Expense	Total Est. Savings	Cumulative Savings		
1	309,165	\$0.11986	\$37,057	\$18,550	\$55,606	\$0	\$55,606	\$55,606		
2	307,035	\$0.12226	\$37,537	\$18,422	\$55,959	\$0	\$55,959	\$111,566		
3	304,906	\$0.12470	\$38,022	\$18,294	\$56,317	\$0	\$56,317	\$167,883		
4	302,776	\$0.12720	\$38,512	\$18,167	\$56,679	\$0	\$56,679	\$224,561		
5	300,647	\$0.12974	\$39,006	\$18,039	\$57,045	\$0	\$57,045	\$281,606		
6	298,517	\$0.13234	\$39,504	\$17,911	\$57,415	\$0	\$57,415	\$339,021		
7	296,388	\$0.13498	\$40,007	\$17,783	\$57,790	\$0	\$57,790	\$396,812		
8	294,258	\$0.13768	\$40,514	\$17,655	\$58,169	\$0	\$58,169	\$454,981		
9	292,128	\$0.14044	\$41,025	\$17,528	\$58,553	\$0	\$58,553	\$513,534		
10	289,999	\$0.14324	\$41,541	\$17,400	\$58,940	\$0	\$58,940	\$572,474		
11	287,869	\$0.14611	\$42,060	\$17,272	\$59,332	\$0	\$59,332	\$631,806		
12	285,740	\$0.14903	\$42,584	\$17,144	\$59,728	\$0	\$59,728	\$691,535		
13	283,610	\$0.15201	\$43,112	\$17,017	\$60,129	\$0	\$60,129	\$751,663		
14	281,480	\$0.15505	\$43,644	\$16,889	\$60,533	\$0	\$60,533	\$812,196		
15	279,351	\$0.15815	\$44,180	\$16,761	\$60,941	\$0	\$60,941	\$873,137		
16	277,221	\$0.16132	\$44,720	\$16,633	\$61,353	\$0	\$61,353	\$934,491		
17	275,092	\$0.16454	\$45,264	\$16,506	\$61,770	\$0	\$61,770	\$996,261		
18	272,962	\$0.16783	\$45,812	\$16,378	\$62,190	\$0	\$62,190	\$1,058,450		
19	270,833	\$0.17119	\$46,364	\$16,250	\$62,614	\$0	\$62,614	\$1,121,064		
Yrs 1-19	5,509,977		\$790,465	\$330,599	\$1,121,064	\$0	\$1,121,064	\$1,121,064		

Year 1	
Bill Credits	\$37,057
REC Payments	\$18,550
Total Savings	\$55,606
First Year Payback	8.2%
19 Years	
Bill Credits	\$790,465
REC Payments	\$330,599
Total Savings	\$1,121,064
Savings vs. Purchase Price	\$446,037
19 Year ROI	66%
19 Year Environmental Benefits	
CO2 Avoided (lbs)	9,752,659
Car Travel Avoided (miles)	11,058,524
Trees Planted	15,042

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Purchase #2 Proposal Scenario #1A

Lease/Purchase Assuming 2% Electricity Cost Inflation



LEASE Terms & Repayment				Capital Deployed	
\$675,027	Purchase Price	Int Rate Yrs 1-5	4.75%	Down Payment	\$0
\$0	Down Payment	Int Rate Yrs 6-15	3.75%	Net Cash Generated	\$145,824
\$675,027	Amount to Finance	Term (years)	15	Net Gain on Purchase	\$145,824
\$19,973	Origination Fee	Yrs 1-5 Mo. Pymt	(\$5,430)		
\$695,000	Total Financed*	Yrs 1-5 Ann. Pymt	(\$65,157)		
		Yrs 6-15 Mo. Pymt	(\$5,146)		
		Yrs 6-15 Ann. Pymt	(\$61,750)		

* additional Legal fees not included

		Panels	651				
		Watts	198,555				
		Net Purchase Price	\$675,027				
ESTIMATED CASH FLOW WITH A 15 YEAR LEASE							
Year	Est. Bill Credits	Est. REC Payments	Est. Total Savings Generated	Lease Payment	Net Cash Flow	Cumulative Net Cash Flow	Monthly Net Cash Flow
1/4 Months	\$12,352	\$6,183	\$18,536	(\$21,719)	(\$3,183)	(\$3,183)	(\$265.27)
2	\$37,537	\$18,422	\$55,959	(\$65,157)	(\$9,197)	(\$12,380)	(\$766.43)
3	\$38,022	\$18,294	\$56,317	(\$65,157)	(\$8,840)	(\$21,220)	(\$736.64)
4	\$38,512	\$18,167	\$56,679	(\$65,157)	(\$8,478)	(\$29,698)	(\$706.49)
5	\$39,006	\$18,039	\$57,045	(\$62,318)	(\$5,273)	(\$34,971)	(\$439.39)
6	\$39,504	\$17,911	\$57,415	(\$61,750)	(\$4,334)	(\$39,305)	(\$361.20)
7	\$40,007	\$17,783	\$57,790	(\$61,750)	(\$3,960)	(\$43,265)	(\$329.96)
8	\$40,514	\$17,655	\$58,169	(\$61,750)	(\$3,580)	(\$46,845)	(\$298.36)
9	\$41,025	\$17,528	\$58,553	(\$61,750)	(\$3,197)	(\$50,042)	(\$266.41)
10	\$41,541	\$17,400	\$58,940	(\$61,750)	(\$2,809)	(\$52,851)	(\$234.11)
11	\$42,060	\$17,272	\$59,332	(\$61,750)	(\$2,417)	(\$55,269)	(\$201.45)
12	\$42,584	\$17,144	\$59,728	(\$61,750)	(\$2,021)	(\$57,290)	(\$168.44)
13	\$43,112	\$17,017	\$60,129	(\$61,750)	(\$1,621)	(\$58,911)	(\$135.09)
14	\$43,644	\$16,889	\$60,533	(\$61,750)	(\$1,217)	(\$60,128)	(\$101.41)
15	\$44,180	\$16,761	\$60,941	(\$61,750)	(\$809)	(\$60,936)	(\$67.38)
16/8 Months	\$44,720	\$16,633	\$61,353	(\$41,167)	\$20,187	(\$40,749)	\$1,682.24
17	\$45,264	\$16,506	\$61,770	50	\$61,770	\$21,020	\$5,147.47
18	\$45,812	\$16,378	\$62,190	50	\$62,190	\$83,210	\$5,182.48
19	\$46,364	\$16,250	\$62,614	50	\$62,614	\$145,824	\$5,217.81
Total	\$765,761	\$318,232	\$1,083,993	(\$938,170)	\$145,824		

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Purchase #2 Proposal Scenario #2

Outright Purchase Assuming 4% Electricity Cost Inflation



Bill Credit Escalator/Inflation		20 Year IRR
4.00%		21.47%
Discount Rate		20 Year NPV
2.52%		\$231,656

ESTIMATED POWER PRODUCTION AND SAVINGS										
Bill Credit Escalator			4.00%				Panels			651
Bill Credit Rate			\$0.11986				Watts			198,555
Class of Service			SG/PG - Custom				Net Purchase Price			\$675,027
							19 Year ROI			90%
Year	Annual kWh	Credit Rate	Est. Bill Credits	Est. REC Payments Credits	Est. Total Savings	O&M Expense	Total Est. Savings	Cumulative Savings		
1	309,165	\$0.11986	\$37,057	\$18,550	\$55,606	\$0	\$55,606	\$55,606		
2	307,035	\$0.12465	\$38,273	\$18,422	\$56,695	\$0	\$56,695	\$112,302		
3	304,906	\$0.12964	\$39,528	\$18,294	\$57,823	\$0	\$57,823	\$170,124		
4	302,776	\$0.13483	\$40,822	\$18,167	\$58,989	\$0	\$58,989	\$229,113		
5	300,647	\$0.14022	\$42,156	\$18,039	\$60,195	\$0	\$60,195	\$289,308		
6	298,517	\$0.14583	\$43,532	\$17,911	\$61,443	\$0	\$61,443	\$350,752		
7	296,388	\$0.15166	\$44,950	\$17,783	\$62,734	\$0	\$62,734	\$413,485		
8	294,258	\$0.15773	\$46,413	\$17,655	\$64,068	\$0	\$64,068	\$477,553		
9	292,128	\$0.16404	\$47,920	\$17,528	\$65,447	\$0	\$65,447	\$543,001		
10	289,999	\$0.17060	\$49,473	\$17,400	\$66,873	\$0	\$66,873	\$609,874		
11	287,869	\$0.17742	\$51,074	\$17,272	\$68,347	\$0	\$68,347	\$678,220		
12	285,740	\$0.18452	\$52,724	\$17,144	\$69,869	\$0	\$69,869	\$748,089		
13	283,610	\$0.19190	\$54,425	\$17,017	\$71,441	\$0	\$71,441	\$819,531		
14	281,480	\$0.19958	\$56,177	\$16,889	\$73,065	\$0	\$73,065	\$892,596		
15	279,351	\$0.20756	\$57,982	\$16,761	\$74,743	\$0	\$74,743	\$967,339		
16	277,221	\$0.21586	\$59,841	\$16,633	\$76,475	\$0	\$76,475	\$1,043,813		
17	275,092	\$0.22450	\$61,757	\$16,506	\$78,262	\$0	\$78,262	\$1,122,076		
18	272,962	\$0.23348	\$63,730	\$16,378	\$80,108	\$0	\$80,108	\$1,202,183		
19	270,833	\$0.24281	\$65,762	\$16,250	\$82,012	\$0	\$82,012	\$1,284,195		
Yrs 1-19	5,509,977		\$953,597	\$330,599	\$1,284,195	\$0	\$1,284,195	\$1,284,195		

Year 1	
Bill Credits	\$37,057
REC Payments	\$18,550
Total Savings	\$55,606
First Year Payback	8.2%
19 Years	
Bill Credits	\$953,597
REC Payments	\$330,599
Total Savings	\$1,284,195
Savings vs. Purchase Price	\$609,168
19 Year ROI	90%
19 Year Environmental Benefits	
CO2 Avoided (lbs)	9,752,659
Car Travel Avoided (miles)	11,058,524
Trees Planted	15,042

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Purchase #2 Proposal Scenario #2A

Lease/Purchase Assuming 4% Electricity Cost Inflation



LEASE Terms & Repayment				Capital Deployed	
\$675,027	Purchase Price	Int Rate Yrs 1-5	4.75%	Down Payment	\$0
\$0	Down Payment	Int Rate Yrs 6-15	3.75%	Net Cash Generated	\$308,955
\$675,027	Amount to Finance	Term (years)	15	Net Gain on Purchase	\$308,955
\$19,973	Origination Fee	Yrs 1-5 Mo. Pymt	(\$5,430)		
\$695,000	Total Financed*	Yrs 1-5 Ann. Pymt	(\$65,157)		
* additional Legal fees not included					
		Yrs 6-15 Mo. Pymt	(\$5,146)		
		Yrs 6-15 Ann. Pymt	(\$61,750)		

ESTIMATED CASH FLOW WITH A 15 YEAR LEASE							
			Panels	651			
			Watts	198,555			
			Net Purchase Price	\$675,027			
Year	Est. Bill Credits	Est. REC Payments	Est. Total Savings Generated	Lease Payment	Net Cash Flow	Cumulative Net Cash Flow	Monthly Net Cash Flow
1/4 Months	\$12,352	\$6,183	\$18,536	(\$21,719)	(\$3,183)	(\$3,183)	(\$265.27)
2	\$38,273	\$18,422	\$56,695	(\$65,157)	(\$8,461)	(\$11,644)	(\$705.09)
3	\$39,528	\$18,294	\$57,823	(\$65,157)	(\$7,334)	(\$18,978)	(\$611.17)
4	\$40,822	\$18,167	\$58,989	(\$65,157)	(\$6,168)	(\$25,146)	(\$513.98)
5	\$42,156	\$18,039	\$60,195	(\$62,318)	(\$2,122)	(\$27,268)	(\$176.86)
6	\$43,532	\$17,911	\$61,443	(\$61,750)	(\$307)	(\$27,575)	(\$25.55)
7	\$44,950	\$17,783	\$62,734	(\$61,750)	\$984	(\$26,591)	\$82.00
8	\$46,413	\$17,655	\$64,068	(\$61,750)	\$2,318	(\$24,273)	\$193.20
9	\$47,920	\$17,528	\$65,447	(\$61,750)	\$3,698	(\$20,575)	\$308.15
10	\$49,473	\$17,400	\$66,873	(\$61,750)	\$5,123	(\$15,451)	\$426.96
11	\$51,074	\$17,272	\$68,347	(\$61,750)	\$6,597	(\$8,855)	\$549.73
12	\$52,724	\$17,144	\$69,869	(\$61,750)	\$8,119	(\$735)	\$676.59
13	\$54,425	\$17,017	\$71,441	(\$61,750)	\$9,692	\$8,956	\$807.63
14	\$56,177	\$16,889	\$73,065	(\$61,750)	\$11,316	\$20,272	\$942.98
15	\$57,982	\$16,761	\$74,743	(\$61,750)	\$12,993	\$33,265	\$1,082.76
16/8 Months	\$59,841	\$16,633	\$76,475	(\$41,167)	\$35,308	\$68,573	\$2,942.34
17	\$61,757	\$16,506	\$78,262	\$0	\$78,262	\$146,835	\$6,521.87
18	\$63,730	\$16,378	\$80,108	\$0	\$80,108	\$226,943	\$6,675.64
19	\$65,762	\$16,250	\$82,012	\$0	\$82,012	\$308,955	\$6,834.33
Total	\$928,893	\$318,232	\$1,247,125	(\$938,170)	\$308,955		

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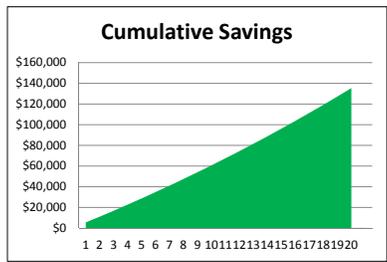
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Purchase #2 Proposal Scenario #3

Power Purchase Agreement (PPA)



System Size			ESTIMATED POWER PRODUCTION AND SAVINGS								
Panel Size (watts)	Panels	kW	Utility Rate Inflation	2.00%		Panels	3,556				
113	3,556	400	Year 1 Solar Rewards Credit Rate	\$0.06827		KW	400				
Year 1			Year 1 PPA Cost Rate	\$0.0614		20 Year Savings \$	\$135,351				
SRC Credits	\$54,971		PPA Escalator	1.90%		20 Year Savings %	11%				
CEC Payments	(\$49,474)		Year	Annual kWh	Solar Rewards Credit Rate Average (\$/kWh)	Total Solar Rewards Payment	PPA Cost Average (\$/kWh)	Annual PPA Payments	Total Savings Generated	Cumulative Savings	Effective Discount Rate
Year One Savings	10.0%	\$5,497	1	805,200	\$0.0683	\$54,971	\$0.0614	(\$49,474)	\$5,497	\$5,497	10%
20 Years			2	799,829	\$0.0696	\$55,696	\$0.0626	(\$50,078)	\$5,619	\$11,116	10%
SRC Credits	\$1,245,167		3	794,459	\$0.0710	\$56,429	\$0.0638	(\$50,686)	\$5,742	\$16,858	10%
CEC Payments	(\$1,109,816)		4	789,088	\$0.0724	\$57,168	\$0.0650	(\$51,300)	\$5,868	\$22,726	10%
Total Savings	10.9%	\$135,351	5	783,717	\$0.0739	\$57,915	\$0.0662	(\$51,919)	\$5,996	\$28,722	10%
20 Year Environmental Benefits			6	778,347	\$0.0754	\$58,668	\$0.0675	(\$52,543)	\$6,125	\$34,847	10%
CO2 Avoided (lbs)	26,697,919		7	772,976	\$0.0769	\$59,429	\$0.0688	(\$53,172)	\$6,257	\$41,104	11%
Car Travel Avoided (miles)	30,272,725		8	767,605	\$0.0784	\$60,196	\$0.0701	(\$53,806)	\$6,390	\$47,494	11%
Trees Planted	41,178		9	762,235	\$0.0800	\$60,971	\$0.0714	(\$54,445)	\$6,526	\$54,020	11%
			10	756,864	\$0.0816	\$61,752	\$0.0728	(\$55,088)	\$6,664	\$60,684	11%
			11	751,493	\$0.0832	\$62,540	\$0.0742	(\$55,736)	\$6,803	\$67,487	11%
			12	746,122	\$0.0849	\$63,335	\$0.0756	(\$56,390)	\$6,945	\$74,432	11%
			13	740,752	\$0.0866	\$64,136	\$0.0770	(\$57,047)	\$7,089	\$81,521	11%
			14	735,381	\$0.0883	\$64,945	\$0.0785	(\$57,710)	\$7,235	\$88,756	11%
			15	730,010	\$0.0901	\$65,760	\$0.0800	(\$58,377)	\$7,383	\$96,140	11%
			16	724,640	\$0.0919	\$66,582	\$0.0815	(\$59,048)	\$7,533	\$103,673	11%
			17	719,269	\$0.0937	\$67,410	\$0.0830	(\$59,724)	\$7,686	\$111,359	11%
			18	713,898	\$0.0956	\$68,245	\$0.0846	(\$60,405)	\$7,840	\$119,199	11%
			19	708,528	\$0.0975	\$69,086	\$0.0862	(\$61,089)	\$7,997	\$127,196	12%
			20	703,157	\$0.0995	\$69,934	\$0.0879	(\$61,778)	\$8,155	\$135,351	12%
			Total	15,083,570		\$1,245,167		(\$1,109,816)	\$135,351		11%



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Purchase #2 Proposal Scenario #4

Combined Lease/Purchase at 2% inflation PLUS PPA



FINANCING WITH A 15 YEAR LEASE									
LEASE Terms & Repayment					Capital Deployed				
\$675,027	Purchase Price	Int Rate Yrs 1-5	4.75%	Down Payment	\$0				
\$0	Down Payment	Int Rate Yrs 6-15	3.75%	Net Cash Generated	\$281,175				
\$675,027	Amount to Finance	Term (years)	15	Net Gain on Purchase	\$281,175				
\$19,973	Origination Fee	Yrs 1-5 Mo. Pymt	(\$5,430)						
\$695,000	Total Financed*	Yrs 1-5 Ann. Pymt	(\$65,157)						
		Yrs 6-15 Mo. Pymt	(\$5,146)						
		Yrs 6-15 Ann. Pymt	(\$61,750)						
*additional Legal fees not included									
Panels 651									
Watts 198,555									
Net Purchase Price \$675,027									
ESTIMATED CASH FLOW WITH A 15 YEAR LEASE									
Year	Est. Bill Credits	Est. REC Payments	Est. Total Savings Generated	Lease Payment	PPA Savings	Net Cash Flow	Cumulative Net Cash Flow	Monthly Net Cash Flow	
1/4 Months	\$12,352	\$6,183	\$18,536	(\$21,719)	\$0	(\$3,183)	(\$3,183)	(\$265.27)	
2	\$37,537	\$18,422	\$55,959	(\$65,157)	\$5,497	(\$3,700)	(\$6,883)	(\$308.33)	
3	\$38,022	\$18,294	\$56,317	(\$65,157)	\$5,619	(\$3,221)	(\$10,104)	(\$268.41)	
4	\$38,512	\$18,167	\$56,679	(\$65,157)	\$5,742	(\$2,735)	(\$12,840)	(\$227.96)	
5	\$39,006	\$18,039	\$57,045	(\$62,318)	\$5,868	\$595	(\$12,244)	\$49.61	
6	\$39,504	\$17,911	\$57,415	(\$61,750)	\$5,996	\$1,661	(\$10,583)	\$138.43	
7	\$40,007	\$17,783	\$57,790	(\$61,750)	\$6,125	\$2,166	(\$8,417)	\$180.47	
8	\$40,514	\$17,655	\$58,169	(\$61,750)	\$6,257	\$2,676	(\$5,741)	\$223.03	
9	\$41,025	\$17,528	\$58,553	(\$61,750)	\$6,390	\$3,193	(\$2,548)	\$266.12	
10	\$41,541	\$17,400	\$58,940	(\$61,750)	\$6,526	\$3,717	\$1,169	\$309.72	
11	\$42,060	\$17,272	\$59,332	(\$61,750)	\$6,664	\$4,246	\$5,415	\$353.85	
12	\$42,584	\$17,144	\$59,728	(\$61,750)	\$6,803	\$4,782	\$10,197	\$398.50	
13	\$43,112	\$17,017	\$60,129	(\$61,750)	\$6,945	\$5,324	\$15,521	\$443.67	
14	\$43,644	\$16,889	\$60,533	(\$61,750)	\$7,089	\$5,872	\$21,394	\$489.35	
15	\$44,180	\$16,761	\$60,941	(\$61,750)	\$7,235	\$6,427	\$27,820	\$535.54	
16/8 Months	\$44,720	\$16,633	\$61,353	(\$41,167)	\$7,383	\$7,570	\$55,390	\$2,297.51	
17	\$45,264	\$16,506	\$61,770	\$0	\$7,533	\$69,303	\$124,693	\$5,775.25	
18	\$45,812	\$16,378	\$62,190	\$0	\$7,686	\$69,875	\$194,569	\$5,822.96	
19	\$46,364	\$16,250	\$62,614	\$0	\$7,840	\$70,454	\$265,023	\$5,871.15	
20	\$0	\$0	\$0	\$0	\$7,997	\$7,997	\$273,019	\$666.40	
21	\$0	\$0	\$0	\$0	\$8,155	\$8,155	\$281,175	\$679.62	
Total	\$765,761	\$318,232	\$1,083,993	(\$938,170)	\$135,351	\$281,175			

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Contact Information



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Amy Thompson

Vice President Commercial Sales
303-588-5725
amy.thompson@easycleanenergy.com



July 6, 2016, Based on C Class Meters

Clean Energy Collective is pleased to present the opportunity to participate in the savings produced by solar panels in Clean Energy Collective's (CEC) Community Solar Arrays for Xcel Energy customers under the Xcel Energy Solar Rewards program. The CEC/Xcel Energy Solar Rewards Program reduces monthly electricity bills, protects against rising energy costs and provides a positive financial payback, all with no changes to your facilities.

The proposed renewable energy system requires no down payment, and generates a financial savings from the first month of service.

Clean Energy Collective

CEC is the nation's leading developer of community solar solutions. CEC pioneered the model of delivering clean power-generation through large-scale facilities that are collectively serving participating utility customers. Since establishing the first community-owned solar array in the country in 2010, CEC has more than 100 community solar arrays online or under development with over 30 utility partners across 14 states, these developments



U.S. DEPARTMENT OF
ENERGY

**National Innovative Green
Power Program of the Year**

represent over 156 MW of community solar capacity. CEC has been nationally recognized for pioneering the community solar project as the primary vehicle to bring solar power to all rate-payers, especially those where on site solar is not an option.

In addition to winning distinction as the National Innovative Green Power Program of the Year, Clean Energy Collective, was named to the 2014 Inc. 500 list, an exclusive ranking of the nation's fastest-growing private companies. Ranked number 194 overall, and 11th within the Energy segment, CEC was recognized for its innovative community-owned solar solution being adopted by utilities and communities across the country. Between 2010 and 2013 CEC's revenue grew 2,217 percent. This awards signify a track record of success and are important strengths to note in your selection of CEC as your partner for reduced energy costs as an element in your strategy to support renewable energy sources.



The following proposal was developed to address your specific energy use patterns and the savings, environmental and societal benefits defined are specific to your particular usage. We stand ready to answer any questions you may have and we look forward to being a part of your energy cost savings and sustainable energy support strategies.

Regards,

Amy Thompson
Director of Commercial Sales
Clean Energy Collective



Community Solar Proposal

Clean Energy Collective in Colorado

CEC is developing large scale community solar facilities in in Colorado, with multiple projects serving Xcel Energy customers throughout the Xcel Energy territory. These projects will be very large projects incorporating the most advanced solar panels, inverters, automated maintenance and single axis tracking. This means they feature the highest on-bill credit rates of any solar project in the state. Customers of Xcel Energy can now receive reduced energy costs from local renewable energy simply by participating in one or more of the CEC community-owned solar arrays.

How Clean Energy Collective's Community Solar Works

Commercial, Government and Non-Profit Xcel Energy utility customers can participate in CEC's Community Solar Program without making an upfront payment. CEC customers are assigned a number of panels in a community solar facility and receive Solar Rewards Credits from Xcel Energy for the power they produce directly on their monthly electric bills. In the following month customers will make a monthly payment to CEC for the power (kWh) they received. Customers generate these automatic clean energy savings in one easy step, without changing their property or making an upfront payment.

Monthly Credit

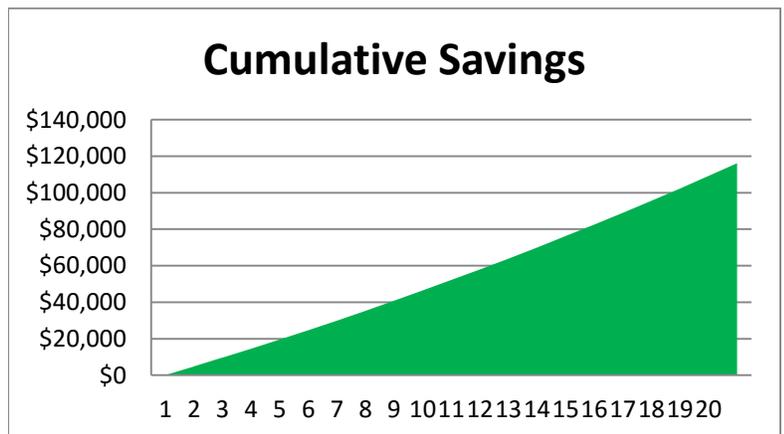
Each month, your utility will calculate the amount of kilowatt hours (kWh) attributable to each customer in the community solar array. Once the kWhs attributable to each customer are determined, the utility will apply a credit to your electric bill that is the product of the kWh produced and the Solar Rewards Credit Rate for your account. Credits are applied to your Xcel Energy electric bills one month in arrears and used to directly offset the monthly electricity usage charges on the bill.

As your utility's rates change over time, the Solar Rewards Credit Rate changes the same rate in order to keep pace with increasing electric costs. As utility rates changes, your savings will move in unison. As rates increase, your savings can increase.

The Xcel Energy will continue to bill all customers for the electricity consumed under prevailing tariff rates.

The Xcel Energy will apply the Solar Rewards Credit against the charges on your electric bill. The Solar Rewards Credits will reduce the whole dollar cost of the bill, with any excess credits rolled over and applied to future months' billings for up to 12 months.

System Size		
Panel Size (watts)	Panels	Watts
113	3556	400,000
Year 1		
SRC Credits		\$47,233
CEC Payments		(\$42,510)
Year One Savings	10.0%	\$4,723
20 Years		
SRC Credits		\$1,067,903
CEC Payments		(\$951,827)
Total Savings	10.9%	\$116,076
20 Year Environmental Benefits		
CO2 Avoided (lbs)		22,900,125
Car Travel Avoided (miles)		25,966,413
Trees Planted		35,321



Customer Participation Rules

To participate in the CEC/Xcel Energy Solar Rewards program you must have an active account with Xcel Energy and maintain that account throughout the life of the agreement. Any location, meter or account can participate. You may participate in more than one project, making it possible to maximize your savings from renewable energy or to supply savings to multiple locations in different areas. You can change the utility account where credits are posted each year as your energy requirements change. In order to participate, you will be required to sign a 20 year contract.



You can offset some or all the electricity you consume each year.

Xcel Energy requires that each community solar array have not more than one customers comprising 40% of the capacity. Fortunately, with the large number of sites awarded to CEC, you may combine capacity in a variety of projects to meet your objectives while remaining in compliance with these restrictions. With your historical annual electricity consumption and expense information, CEC can provide a system that generates sufficient total savings to offset up to 120% of your annual electricity expense.

Customer Payment

There is no down payment to participate in the CEC/Xcel Energy Solar Rewards program. From the very first month after the solar array is connected to Xcel Energy's grid you are generating Solar Rewards Credits that reduce your utility costs. The month after receiving your on bill credit for the power produced, CEC Customers will pay CEC for the power (kWh) that the solar panels produced and generated the monthly credit that they received from Xcel Energy for the previous month, retaining all the credit above that as savings every month. There is no additional cost. You pay for the power after the credits are received and you are assured of saving from the first month from the on-bill credits. You receive year after year savings under the program.

Transfer

Customers may be assigned the credits received to any meter under you're their account. This allows you the opportunity to move the credits from one location or account to others as your organization's needs change. To comply with the utility's regulations, CEC provides two opportunities each year for customers to make panel assignment changes.



Operations & Maintenance Program

CEC is responsible for the ongoing operations and maintenance of all Community Solar Arrays. Ongoing operations and maintenance includes active daily monitoring of production and weather information, with real-time visibility into actual production. Any unexpected degradation in production is flagged and investigated by CEC and our maintenance



contractors. The manufacturer's 25 year panel warranty covers expected annual production assuming a 2.5% degradation rate in year 1, and then 0.67% per year for the next 24 years.

The CEC O&M Program provides:

- Real time monitoring of the array's production.
- Real time monitoring of the weather and irradiation at the array.
- Baseline production monitoring against the expected production per year, not just the manufacturers' warranties. If production falls by more than 2%, the array is inspected and faulty components are replaced or repaired as required.
- Annual inspections of the array by certified technicians.
- 25 year panel warranties from the manufacturer.
- Two 10 year successive inverter warranties from the manufacturer.
- 10 year installation warranty from the installation contractor.
- Immediate repair or replacement of faulty or defective parts.
- Insurance against all damages at full replacement value.

Summary:

The CEC community solar program offers customers the unparalleled opportunity to:

- Achieve immediate savings on your utility costs, from the first month, with no payback period
- Reduce or hedge your long term energy costs with a 20 year agreement that rises and falls with utility costs
- Lock in consistent long term savings for 20 years
- Support renewable energy sources and be seen as an environmental leader in the community

The CEC community solar program comes without the restrictions of having to:

- Secure long term financing or commit a large down payment
- Alter your property or facility to accommodate solar panels
- Budget or assign resources to the maintenance of an on-site solar power installation

The CEC community solar program is the fastest, least costly and easiest to implement renewable energy savings program in the state of Colorado.



A specific example of Production, Credits, Payments and Savings follows.

ESTIMATED POWER PRODUCTION AND SAVINGS								
Utility Rate Inflation		2.00%			Panels		3,556	
Year 1 Net Metering Credit Rate		\$0.06827			KW		400	
Year 1 Net Metering Cost Rate		\$0.0614			20 Year Savings \$		\$116,076	
Net Metering Escalator		1.90%			20 Year Savings %		11%	
Year	Annual kWh	Solar Rewards Credit Rate (\$/kWh)	Annual Solar Rewards Credits	Solar Perks Cost Rate (\$/kWh)	Annual Solar Perks Payments	Total Savings Generated	Cumulative Savings	Effective Discount Rate
1	691,860	\$0.0683	\$47,233	\$0.0614	(\$42,510)	\$4,723	\$4,723	10%
2	687,127	\$0.0696	\$47,848	\$0.0626	(\$43,021)	\$4,827	\$9,550	10%
3	682,394	\$0.0710	\$48,469	\$0.0638	(\$43,537)	\$4,932	\$14,483	10%
4	677,661	\$0.0724	\$49,096	\$0.0650	(\$44,056)	\$5,039	\$19,522	10%
5	672,928	\$0.0739	\$49,728	\$0.0662	(\$44,580)	\$5,148	\$24,670	10%
6	668,195	\$0.0754	\$50,366	\$0.0675	(\$45,107)	\$5,258	\$29,929	10%
7	663,462	\$0.0769	\$51,009	\$0.0688	(\$45,639)	\$5,370	\$35,299	11%
8	658,729	\$0.0784	\$51,658	\$0.0701	(\$46,174)	\$5,484	\$40,783	11%
9	653,996	\$0.0800	\$52,313	\$0.0714	(\$46,713)	\$5,599	\$46,382	11%
10	649,263	\$0.0816	\$52,973	\$0.0728	(\$47,256)	\$5,716	\$52,098	11%
11	644,530	\$0.0832	\$53,638	\$0.0742	(\$47,803)	\$5,835	\$57,933	11%
12	639,797	\$0.0849	\$54,309	\$0.0756	(\$48,354)	\$5,955	\$63,889	11%
13	635,064	\$0.0866	\$54,986	\$0.0770	(\$48,908)	\$6,078	\$69,966	11%
14	630,331	\$0.0883	\$55,667	\$0.0785	(\$49,466)	\$6,202	\$76,168	11%
15	625,598	\$0.0901	\$56,354	\$0.0800	(\$50,027)	\$6,327	\$82,495	11%
16	620,865	\$0.0919	\$57,047	\$0.0815	(\$50,592)	\$6,455	\$88,950	11%
17	616,131	\$0.0937	\$57,744	\$0.0830	(\$51,160)	\$6,584	\$95,533	11%
18	611,398	\$0.0956	\$58,446	\$0.0846	(\$51,732)	\$6,714	\$102,248	11%
19	606,665	\$0.0975	\$59,154	\$0.0862	(\$52,307)	\$6,847	\$109,095	12%
20	601,932	\$0.0995	\$59,866	\$0.0879	(\$52,885)	\$6,981	\$116,076	12%
Total	12,937,924		\$1,067,903		(\$951,827)	\$116,076		11%

Annual kWh is the estimated production from your portion of the solar facility.

CAPACITY COMMITMENT AGREEMENT

This Capacity Commitment Agreement (the "Agreement") is effective as of _____, 2016 (the "Effective Date"), by and between Clean Energy Collective, LLC, a Colorado limited liability company (the "Company") and the City of Louisville, CO ("Customer"). Company and Customer are collectively referred to herein as the "Parties" and individually as a "Party".

WHEREAS, the Company is a Solar Service Provider in the business of developing Solar Energy Facilities that generate solar electricity that is sold to utilities in return for utility bill credits;

WHEREAS, Xcel Energy (the "Utility") has awarded to Company the right to develop certain Solar Energy Facilities in connection with the Utility's Solar Rewards Community Service program, whereby customers may sell generated solar electricity in return for utility bill credits issued by the Utility ("Solar Bill Credits");

WHEREAS, Customer desires to commit to purchase from Company total nameplate production capacity of 400 kW in one or more or more of Company's Solar Energy Facilities (the "Customer Commitment"), as such capacity becomes available and allocated to Customer in accordance with this Agreement;

WHEREAS, each such allocation shall be purchased pursuant to the terms of the agreement attached as Exhibit A (the "Solar Production Agreement"), and incorporated herein by reference;

WHEREAS, Company desires to sell such Production Capacity to Customer as capacity becomes available pursuant to the terms and conditions of such Solar Production Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Defined Terms. If not defined in this Agreement, capitalized terms shall have the meanings set forth in the Net Metering Agreement, unless a different meaning is clearly indicated by the context.
2. Term. Company shall have three (3) years from the Effective Date of this Agreement (the "Fulfillment Period") to allocate up to 400 kW of nameplate Production Capacity in Company's Solar Energy Facilities to Customer, after which time, Company shall not be obligated to allocate and Customer shall not be obligated to enter into any further Net Metering Agreements with respect to the Customer's Commitment, provided however that the rights and obligations of each Solar Production Agreement executed by the parties thereto shall be unaffected by the expiration of the Fulfillment Period
3. The Allocation of Capacity. During the Fulfillment Period, Company shall allocate to Customer from time to time up to 400 kW in aggregate nameplate Production Capacity in various Solar Energy Facilities, by providing to Customer one or more agreements regarding such allocation substantially in the form of the Solar Production Agreement attached hereto. The Seller under each such Agreement may be Company or a Company affiliate, as determined by Company.

Customer shall execute such agreement(s) within ten (10) days of receipt thereof. Customer accounts that are eligible to receive Net Metering Credits are listed in Exhibit B. Customer agrees to take no actions that will cause Customer to be ineligible to be allocated any portion of the Customer Commitment pursuant this Agreement, due to exceeding any limitation applicable to Customer's receipt of billing credits under the terms and conditions of the Utility's Solar Rewards Community Service program.

4. Assignment. Customer shall not assign or transfer this Agreement without the prior written consent of Company, which shall not be unreasonably withheld. Company shall not assign or transfer this Agreement without the prior written consent of Customer which shall not be unreasonably withheld. Notwithstanding the foregoing, Company is expressly permitted to assign its rights and responsibilities under this Agreement, without obtaining Customer's consent and in its sole discretion, to any entity owned or controlled by Company or under common ownership or control with Company.
5. Governing Law. This Agreement will be governed by and construed in accordance with the laws of Massachusetts, and any legal proceedings shall be brought in state courts of the Commonwealth of Massachusetts.
6. Notices. In the event that any notice or other communication is required or permitted to be given hereunder, such notice or communications will be in writing and may be delivered in person or sent by certified mail, overnight courier or transmitted by facsimile to the address of the addressee as specified below. Except as otherwise provided, all such notices or other communications will be deemed to have been duly given and received upon receipt.

To Company:	Clean Energy Collective, LLC 361 Centennial Parkway, Suite 300 Louisville, Colorado 80027 Attn: Paul Spencer
With a copy by email to:	paul.spencer@easycleanenergy.com
To Customer:	City of Louisville, CO 749 Main St Louisville, CO 80027 Attn: Malcolm Fleming

7. Entire Agreement. This Agreement constitutes the entire agreement between the Parties relating to the subject matter hereof and supersedes any other agreement or understanding, written or oral.
8. Modification and Waiver. This Agreement may be modified, or any provision waived, only by a written instrument signed by both Parties.
9. Authority. The Parties represent and warrant that they have full authority to execute and deliver this Agreement and to perform their obligations under this Agreement, and that the

person whose signature appears on the Agreement is duly authorized to enter into this Agreement on behalf of the respective Party.

10. Severability. Should any terms of this Agreement be declared void or unenforceable by any arbitrator or court of competent jurisdiction, such terms will be amended to achieve as nearly as possible the same economic effect for the parties as the original terms and the remainder of the Agreement will remain in full force and effect.
11. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute a single Agreement.

IN WITNESS WHEREOF, each party has caused this Agreement to be duly executed by its authorized representative as of the date of last signature provided below.

CLEAN ENERGY COLLECTIVE, LLC

By: _____

Name: Paul Spencer

Title: Chief Executive Officer

Date: _____

CUSTOMER

City of Louisville, CO

By: _____

Printed Name: Malcolm Fleming

Title: City Manager

Date: _____

EXHIBIT A

(Solar Production Agreement Inserted Here)

SOLAR PRODUCTION AGREEMENT

(Colorado Local Governmental Units)

This Solar Production Agreement (the "Agreement") is entered into as of _____, 2016 (the "Effective Date") and is by and between _____, LLC, as seller (the "Seller"), and the City of Louisville, CO, as buyer (the "Buyer"). In this Agreement, Seller and Buyer are sometimes referred to individually as a "Party" and collectively as the "Parties."

Whereas, Buyer is a Colorado municipality, county, school district, special district or other political subdivision; and

Whereas, Seller has offered to provide to Buyer under this Agreement a means of procuring low-cost electrical energy as utility cost-savings measures under C.R.S. 29-12.5-101 et seq; and

Whereas, pursuant to this Agreement, Buyer can purchase an interest in a solar energy generation installation, and obtain utility credits from the sale of the solar energy generated by such facility so as to decrease Buyer's utility costs; and

Whereas, the Board has received the analysis and recommendations concerning such utility cost-savings measure from a person experienced in the design and implementation of utility cost-savings measure; and

Whereas, the Board has found pursuant to C.R.S. 29-12.5-103 that the amount of money the Buyer would spend on such utility cost-savings measure is not likely to exceed the amount of money the Buyer would save in energy costs over the term of this Agreement; and

Whereas, the Board has found that the obligations entered into by the Buyer under this Agreement shall not cause the total outstanding indebtedness incurred by the Buyer under C.R.S. 29-12.4-103 to exceed the applicable limit set forth in C.R.S. 29-12.5-103(2)(b).

Now therefore, in consideration of the mutual covenants herein contained, and for other good and valuable consideration, the Parties hereby mutually agree as follows:

1. **Definitions.** Under this Agreement, the following terms are defined as follows:

"Affiliate" means any person or entity that directly, or indirectly through one or more intermediaries, controls or is controlled by or partnered with, or is under common control with the person or entity specified.

"Board" means the governing body of the above referenced Buyer.

"Buyer's Allocation" means the Buyer's Production Capacity expressed as a percentage of the entire nameplate capacity of the Solar Energy Facility.

"Buyer's Production Capacity" means the amount of Production Capacity purchased under this Agreement, as referenced in Section 2 and Appendix A below.

"Buyer's Solar Interest" means the Buyer's Production Capacity and the Buyer's Solar Output, and excludes any Environmental Attributes or Tax Incentives.

"Buyer's Solar Output" means the Solar Output of the Solar Energy Facility, multiplied by the Buyer's Allocation.

"Commercial Operations Date" means the date on which the Solar Energy Facility generates electric energy on a commercial basis, and the interconnection to the utility's electric grid has been authorized and is functioning with the Utility. Such date shall be specified by Seller either in

Attachment A to this Agreement, or by a separate notice provided to Buyer pursuant to Section 6 of this Agreement.

“Environmental Attributes” means any credit, benefit, reduction, offset, financial incentive, and other beneficial allowance that is in effect as of the Effective Date or may come into effect in the future, including, to the extent applicable and without limitation, (i) all environmental and renewable energy attributes and credits of any kind and nature resulting from or associated with the Solar Energy Facility, its production capacity and/or electricity generation, (ii) government financial incentives, (iii) greenhouse gas offsets under the Regional Greenhouse Gas Initiative, (iv) renewable energy credits or renewable energy certificates (each referred to as “RECs”) or any similar certificates or credits under the laws of any jurisdiction, including but not limited to Solar RECs, and (v) other allowances howsoever named or referred to, with respect to any and all fuel, emissions, air quality, or other environmental characteristics, resulting from the use of solar energy generation or the avoidance of the emission of any gas, chemical or other substance into the air, soil or water attributable to the Solar Energy Facility, its production capacity and/or electricity generation.

“Facility Meter” means a revenue-grade meter maintained by Seller at the Solar Energy Facility and used to measure the electricity delivered by the Solar Energy Facility to such meter.

“Force Majeure” or **“Force Majeure Event”** means any event or circumstance not within the reasonable control of the affected Party which precludes that Party from carrying out, in whole or in part, its obligations under this Agreement, including, but not limited to, Acts of God, hurricanes or tornados, fires, epidemics, landslides, earthquakes, floods, other natural catastrophes, strikes, lock outs or other industrial disturbances. A Party may not assert an event of Force Majeure to excuse it from performing due to any governmental act, failure to act, or order, where it was reasonably within such Party’s power to prevent such act, failure to act, or order. Notwithstanding the contrary, economic hardship or unavailability of funds shall not constitute a Force Majeure Event of either Party, and any such discretionary acts, failures to act or orders of any kind by Buyer may not be asserted as an event of Force Majeure by Buyer.

“Interconnection Agreement” shall mean the interconnection service agreement(s) entered into with the Utility, which authorizes the interconnection of the Solar Energy Facility to the Utility grid.

“Interconnection Point” means the point at which the Utility takes delivery of generated electrical output from the Solar Energy Facility.

“kWh” means kilowatt hour.

“Production Capacity” means the nameplate of the entire Solar Energy Facility, as listed in Appendix A hereto.

“Production Month” means a monthly period during which electricity is delivered from the Solar Energy Facility to the Interconnection Point, occurring after the Commercial Operations Date and before the end of the Term.

“Program” means the Utility’s Solar Rewards Community Service Program whereby customers may sell generated electricity to the Utility pursuant to the terms and conditions of the Utility’s Colorado PUC No. 7 Tariff, Schedule SRCS, as amended from time to time with the Colorado Public Utilities Commission (the “CPUC”), or such other power purchase agreement, tariff and/or other agreement(s) selected by Seller from time to time for sale of Buyer’s Solar Output.

“Solar Bill Credit” means the bill credit calculated by the Utility pursuant to the terms and conditions of the Program.

“Solar Energy Facility” shall mean the photoelectric solar generation facility described in Appendix A.

“Solar Output” means the total amount of electricity generated by the Solar Energy Facility and delivered to the Utility at the Interconnection Point from the Commercial Operations Date until the end of the Term, expressed in terms of kilowatt hours (“kWh”) on a monthly or other basis.

“Tax Incentives” means any tax credits, incentives or depreciation allowances established under any federal or state law, including without limitation investment tax credits (including any grants or payments in lieu thereof) and any tax deductions or other benefits under the Internal Revenue Code or applicable federal, state, or local law available as a result of the ownership and operation of the Solar Energy Facility or the output generated by the Solar Energy Facility (including, without limitation, tax credits (including any grants or payments in lieu thereof) and accelerated, bonus or other depreciation.

“Term” shall have the meaning set forth in Section 6.

“Utility” means Xcel Energy.

“Utility Account” means Buyer’s account with the Utility for utility services at the Utility Service Location.

“Utility Service Location” means the premises at which Buyer receives utility services from the Utility under the Utility Account.

- 2. Buyer’s Production Capacity and Buyer’s Solar Output.** Under this Agreement, the Buyer purchases the Buyer’s Production Capacity and the Buyer’s Solar Output associated therewith (collectively referred to as “Buyer’s Solar Interest”). The Buyer’s Production Capacity purchased under this Agreement is from particular solar panels (the “Selected Solar Panels”) located in the Solar Energy Facility. The Selected Solar Panels shall represent a nameplate capacity equal to ___% of the total nameplate capacity of the Solar Energy Facility, rounded to the nearest full panel. Within 30 days of the Commercial Operations Date, CEC shall notify Buyer of the serial number, nameplate capacity and other identifying information for each of the Selected Solar Panels. Buyer acknowledges that the Utility limits the amount of Production Capacity available to Buyer under this Agreement, as more fully set forth in Section 4 hereto.
- 3. Sale of Buyer’s Solar Output to Utility.** The Utility currently offers the Program whereby customers can sell generated electricity to the Utility pursuant to the terms of the Program. Seller agrees to assist Buyer with such sale as detailed more fully in this Section 3 below.

 - 3.1. Delivery of Buyer’s Solar Output.** In connection with the Program, beginning upon the Commercial Operations Date and continuing monthly until the end of the Term, Seller hereby agrees to deliver the Buyer’s Solar Output to the Utility at the Interconnection Point, and to provide to the Utility the information requested by the Utility (the “Bill Credit Information”) to calculate the Solar Bill Credits payable to the Buyer under the Program based upon the delivery of the Buyer’s Solar Output for such month to the Utility.
 - 3.2. Bill Credit Information.** Bill Credit Information includes, but is not limited to the Buyer’s name, address, the Buyer’s Utility Service Location, the Utility Account numbers associated with the Utility Service Location, the nameplate capacity of the Selected Solar Panels, and the Buyer’s Solar Output. Seller agrees to be, and Buyer hereby appoints Seller, as Buyer’s exclusive representative for submitting Bill Credit Information to the Utility, with full power and authority to supply to the Utility such information as may be required by the Utility under the Program. This authorization does not restrict Buyer from communicating with, instructing or directing the Utility with respect to other matters pertaining to electric service at the Utility Service Location, or asking the Utility questions regarding Buyer’s participation in the Program. In addition, Buyer hereby authorizes the Utility to release to Seller the consumption and other account information of Buyer to help Seller to carry out the terms of this Agreement and the Program, and agrees to execute any documents that either Seller or the Utility may request to permit the release of such information.

- 3.3. **Sale of Buyer's Solar Output.** Buyer hereby appoints Seller, as Buyer's exclusive representative with full power and authority to deliver, assign, transfer, and sell all of Buyer's Solar Output in connection with the Program, and to enter into, administer, and enforce on Buyer's behalf any agreements related to such delivery, assignment, transfer and sale. For this purpose, Buyer hereby waives, relinquishes, and quitclaims any right, claim, and interest in the Solar Output and associated Environmental Attributes, and agrees to execute any additional documents and instruments needed by Seller to effect or evidence the transfer of the Solar Output to the Utility.
4. **Program Limits and Other Acknowledgments Regarding Program.** In connection with this Agreement, Buyer acknowledges that:
- 4.1. The Program imposes a limit (listed as the Program Limit in Appendix C) which restricts the total photoelectric generating capacity which Buyer may have under the Program, whether purchased under this Agreement or otherwise, and Buyer agrees that Seller is not obligated to request, and that the Utility is not obligated to make, any payment or Solar Bill Credit to the extent Buyer's photoelectric generating capacity exceeds those limitations. Buyer acknowledges that the limitations set forth in Appendix C are derived from the Program, and that this Agreement will be deemed automatically amended to incorporate any changes to corresponding provisions in the Program.
- 4.2. Solar Bill Credits are calculated solely by the Utility under the Program, and are subject to Program terms and conditions. Buyer acknowledges and agrees that Seller's sole obligation regarding payments to Buyer is to request and use commercially reasonable efforts to require Utility to make Solar Bill Credits.
- 4.3. The duration, terms and conditions of the Program, including the rate used to determine Solar Bill Credits, are subject to the sole and exclusive control of Utility and/or the CPUC, and that Seller has not made any representations or warranties with respect to the expected duration of the Program or the amounts to be provided by Utility as Solar Bill Credits.
- 4.4. Buyer must be and remain a customer of the Utility for electric service throughout the Term of this Agreement, and be in conformance with the requirements of this Agreement and the Utility.
5. **Environmental Attributes and Tax Incentives Excluded.** Buyer acknowledges and agrees that Buyer's Solar Interest does not include any Environmental Attributes or Tax Incentives associated with the Solar Energy Facility, and Buyer agrees that Buyer will not claim the Environmental Attributes or Tax Incentives associated with the Solar Energy Facility and will promptly execute any additional documents and/or authorizations as Seller may request to assist any Seller in retaining, or in delivering to the Utility or to another third party, such Environmental Attributes and/or Tax Incentives, as determined by Seller.
6. **Commercial Operations Date, and Term.** If the Commercial Operation Date is not known by the Effective Date of this Agreement, Seller will provide Buyer with notice of the Commercial Operation Date once known. The Term of this Agreement begins upon the Effective Date, and ends 20 years after the Commercial Operations Date unless this Agreement is terminated earlier in accordance with its terms and conditions, in which case the Term shall end upon such early termination. The period from the Commercial Operations Date until the 20th anniversary thereof is referred to herein as the "Scheduled Term".
7. **Payment to Seller.**
- 7.1. Buyer acknowledges that in order to bill on a more timely basis, the measurement of the electricity produced by the Solar Energy Facility shall be based upon Seller's meter readings at the Facility Meter.
- 7.2. In this regard, Buyer shall make monthly payments to Seller under this Agreement in an amount (the "Monthly Payment Amount") equal to (i) the Buyer's Allocation of the amount of electricity

delivered by the Solar Energy Facility to the Facility Meter during a Production Month, multiplied by (ii) the price per kWh in effect during the year in which the Production Month occurs as set forth in the Appendix B Price List.

- 7.3. The Monthly Payment Amount shall be due by the sixtieth (60th) day after the end of the Production Month. Seller shall provide Buyer with an invoice showing the Monthly Payment Amount within thirty (30) days following the end of the Production Month.
 - 7.4. The Monthly Payment Amount does not include taxes. The term "taxes" includes any federal, state, and local ad valorem, property, occupation, generation, privilege, sales, use, consumption, excise, or transaction tax, and other taxes, regulatory fees, surcharges, or other similar charges, which shall be Buyer's responsibility, but does not include any income taxes imposed on Seller's revenues due to the sale of Buyer's Solar Interest to Buyer under this Agreement, which income taxes are solely Seller's responsibility.
 - 7.5. Any payment due Buyer under this Agreement but not paid when due shall bear interest from the due date until paid at the rate of 1.5% percent per month, or the highest rate allowed by law, whichever is lower.
8. **Operations and Maintenance of the Solar Energy Facility.** Beginning on the Commercial Operations Date through the end of the Term, Seller will be responsible for the operation and maintenance of the Solar Energy Facility, as follows:
- 8.1. **Operations and Maintenance Services.** Seller will operate the Solar Energy Facility, and provide customary maintenance services designed to keep the Solar Energy Facility in good working condition. Seller will use qualified personnel to perform such services in accordance with industry standards, and will pay such persons reasonable compensation for performing such services. Seller will initially appoint or have appointed Energy Equipment Limited as property manager to operate and maintain the Solar Energy Facility.
9. **Change of Utility Service Location.**
- 9.1. **Providing Advance Notice.** Buyer agrees to provide Seller with ninety (90) days advance notice of any change which may cause Buyer to not be the Utility's customer for the Utility Service Location.
 - 9.2. **New Location Within Utility Service Territory.** Buyer agrees that if Buyer shall cease to be Utility's customer at the Utility Service Location and within thirty (30) days thereof move to a new location within the service territory of Utility, that Buyer will take all steps and provide all information required by Utility under the Program to substitute Buyer's new service location as the Utility Service Location under this Agreement, and this Agreement shall continue in effect. Buyer acknowledges that if the Utility Service Location or any new service location exceeds the Program Limit set forth in Schedule C or otherwise does not comply with the Utility's requirements, Buyer's ability to participate in the Program may cease or be limited in accordance with Program requirements.
 - 9.3. **Other Termination of Utility Service.** If Buyer ceases to be a Utility customer for electric service at the Utility Service Location and does not comply with Section 9.2 within the time period set forth in therein, then Buyer will continue to pay Seller the Monthly Payment Amount until end of the Scheduled Term; provided however, that if the Seller finds a substitute buyer for Buyer's Solar Output, which buyer is satisfactory to Seller in Seller's sole discretion, including without limitation such buyer's creditworthiness, then Buyer shall not be responsible to pay Seller for Monthly Payment Amounts which correspond to Production Months occurring from and after the date Seller and such substitute buyer shall enter into a Solar Production Agreement in regard to Buyer's Solar Output, In the event that this Agreement is terminated by Buyer prior to the end of the Selected Term, the amount due under this Section 9.3 shall be accelerated as of the date of such termination.

10. Seller's General Agreements. In connection with this Agreement, Seller agrees that Seller at all times shall perform Seller's obligations under the Program, and that Seller will exercise commercially reasonable efforts to maintain the Program in effect for the Term of this Agreement.

11. Buyer's General Agreements. In connection with this Agreement, Buyer agrees that:

11.1. Buyer will provide to Utility all applications, documentation and information required by Utility and otherwise to qualify Buyer to participate in the Program.

11.2. Buyer has not transferred, assigned or sold any interest in the Solar Energy Facility, or in the Production Capacity, Solar Output, Environmental Attributes or Tax Incentives to any other person or entity, and will not do so during the Term of this Agreement. Buyer has not provided to any other person or entity any of the authority granted to Seller under this Agreement and will not do so during the Term of this Agreement.

11.3. Buyer has not granted or placed or allowed others to place any liens, security interests, or other encumbrances on the Selected Solar Panels, Buyer's Production Capacity, Solar Output, Environmental Attributes or Buyer's Solar Interest, and will not do so during the Term of this Agreement.

11.4. Buyer understands that the Buyer's Production Capacity and Solar Output will vary from time to time based upon solar availability, weather, seasonality, degradation and other conditions, and that the Expected Annual Production of the Selected Solar Panels is an estimate of solar panel capability under ideal conditions, which may not occur.

11.5. Buyer understands that Seller has not guaranteed or made any representations or warranties that the operation of the Solar Energy Facility will be uninterrupted or error free, or any minimum Solar Output or Solar Bill Credits shall be obtained.

11.6. Buyer agrees to keep its Utility account for the Utility Service Location in active status, and to pay on a current basis such amounts as may be due the Utility in connection with such account. Buyer shall make no claim against Seller or Seller's affiliates or assigns for amounts which may be payable to Buyer from the Utility under the Program or in connection with this Agreement.

12. Events of Early Termination.

12.1. Material Events. The Term of this Agreement shall be subject to early termination by Seller based upon any of the following events ("Material Events"),:

(a) At such time as the Utility ceases to offer the Program or a comparable substitute.

(b) In the event that the Commercial Operations Date has not occurred for the Facility within one year of the Effective Date hereof.

12.2. Termination for Material Event. From and after the occurrence of any Material Event, Seller shall have the right, but not the obligation, to terminate this Agreement on the basis of such Material Event, and any such termination shall be effective upon the date which Seller provides, in accordance with Section 16, written notice of such termination to Buyer. The Parties agree that neither the occurrence of a Material Event nor Seller's termination of this Agreement in accordance with this Section for a Material Event shall be considered to be a default or breach under this Agreement.

13. Events of Default; Termination for Default

13.1. Buyer Default. Each of the following events will constitute a default on the part of Buyer (a "Buyer Default"):

- (a) Except as otherwise expressly permitted of Buyer in this Agreement, Buyer terminates this Agreement before the end of the Term.
- (b) Buyer fail to pay any amount due under this Agreement when due, and such failure continues for an additional ten (10) days after such amount is due.
- (c) Buyer breaches any warranty or representation of Buyer set forth in this Agreement, or fails to perform any material obligation of this Agreement (other than failure to pay), and such breach or failure is not cured by Buyer within thirty (30) days after Buyer receives written notice of such breach or failure from Seller, or, if such breach or failure is not capable of cure within such thirty (30) day period, then Buyer (i) fails to begin such cure within ten (10) days of such written notice or (ii) to complete the cure of such breach or failure with sixty (60) days of such written notice using diligent efforts.
- (d) Buyer institutes or consents to any proceeding in bankruptcy pertaining to Buyer or its property; or fails to obtain the dismissal of any such proceeding within thirty days of filing; or a receiver, trustee or similar official is appointed for Buyer or a substantially all of Buyer's property or assets; or such property or assets become subject to attachment, execution or other judicial seizure; or Buyer is adjudicated to be insolvent.
- (e) Buyer attempts to claim any RECs, Environmental Attributes or Tax Incentives in connection with the Solar Energy Facility or Buyer's Solar Interest.

13.2. Seller Default. Each of the following events will constitute a default on the part of Seller (a "Seller Default") provided there is no concurrent Buyer Default:

- (a) Seller breaches any warranty or representation of Buyer set forth in this Agreement, or fails to perform any material obligation of this Agreement, and such breach or failure is not cured by Seller within thirty (30) days after Seller receives written notice of such breach or failure from Buyer, or, if such breach or failure is not capable of cure within such thirty (30) day period, then Seller (i) fails to begin such cure within ten (10) days of such written notice or (ii) to complete the cure of such breach or failure with sixty (60) days of such written notice using diligent efforts.

13.3. Buyer's Remedies in Case of Seller's Default. If a Seller Default occurs and is continuing after the expiration of the cure period applicable thereto, then, Buyer may terminate this Agreement by written notice to Seller without further obligation other than to pay the Monthly Payment for all Production Months (or partial Production Months) occurring prior to the date of such written notice from Buyer.

13.4. Seller's Remedies in Case of Buyer's Default. If a Buyer Default occurs and is continuing after the expiration of the cure period applicable thereto, Seller shall be entitled to terminate this Agreement for breach, and/or to seek such remedies as are available to Company at law or in equity including specific performance.

14. Force Majeure. Except as specifically provided herein, if by reason of Force Majeure, a Party is unable to carry out, either in whole or in part, any of its obligations herein contained, such Party (the "Affected Party") shall not be deemed to be in default during the continuation of such inability, provided that: (i) the Affected Party, within two (2) weeks after being affected by the Force Majeure event, gives the other Party hereto written notice describing the particulars of the occurrence and the anticipated period of delay; (ii) the suspension of performance be of no greater scope and of no longer duration than is required by the Force Majeure event; (iii) no obligations of the Party which were to be performed prior to the Force Majeure event shall be excused as a result of the occurrence thereof; and (iv) the Affected Party shall use commercially reasonable efforts to remedy with all reasonable dispatch the cause or causes preventing it from carrying out its obligations.

15. Assignment.

15.1. Assignment by Buyer. Buyer may not assign this Agreement or Buyer's Solar Interest without Seller's prior written consent, which shall not be unreasonably withheld.

15.2. Assignment by Seller. Seller may assign this Agreement, or any of its rights, duties, or obligations under this Agreement, to another entity or individual, including any Affiliate, whether by contract, change of control, operation of law or otherwise, without Buyer's consent.

15.3. Collateral Assignment.

(a) General. Seller shall be entitled to collaterally assign, pledge, grant security interests in, or otherwise encumber its rights and interests in this Agreement to one or more entities providing financing (hereinafter "Lender") without further consent of Buyer. Buyer agrees to reasonably cooperate with Seller and its Lender in connection with such financing, and to provide such information and acknowledgements as Seller or its Lender may reasonably request within ten (10) days of any such request therefor.

(b) Notices to Lenders. From time to time, Seller or its Lender may provide Buyer with written notice of any Lender to which interests have been granted pursuant to Section 15.3(a) above. As a precondition to exercising any rights or remedies related to any default by Seller under this Agreement, Buyer shall give written notice of the default to Lender at the same time it delivers notice of default to Seller, including the specifics of any such default. Lender shall have the same amount of time to cure the default under this Agreement as is given to Seller hereunder, and the same right as Seller to cure any default. The cure period for Lender shall begin to run upon the date Lender receives such written notice from Buyer. Failure of Buyer to provide Lender with such notice shall not diminish Buyer's rights against Seller, but shall preserve all rights of Lender to cure any default.

(c) Right to Cure Defaults; Substitution. To prevent termination of this Agreement, the Lender shall have the right, but not the obligation, at any time to perform any act necessary to cure any default and to prevent the termination of this Agreement. In the event of an uncured default by Seller, or in the event of a termination of this agreement by operation of law or otherwise, Lender shall have the right, but not the obligation, to substitute itself for Seller under this Agreement, or (ii) to require Buyer enter into a new agreement with Lender substantially identical to this Agreement for a period equal to the duration of the Scheduled Term of this Agreement.

16. Notices. In the event that any notice or other communication is required or permitted to be given hereunder, such notice or communications will be in writing and may be delivered in person or sent by certified mail, overnight courier or transmitted by facsimile to the address of the addressee as specified below. Except as otherwise provided, all such notices or other communications will be deemed to have been duly given and received upon receipt.

To Seller: [FACILITY SPV NAME]
[FACILITY SPV ADDRESS]
Attn: Manager
Fax No.: [FACILITY SPV FAX NUMBER]

To Buyer: As set forth in Appendix A.

17. Reporting and Marketing. Buyer authorizes Seller and Seller's Affiliates to use Buyer's name and the nameplate capacity allocated to Buyer hereunder (such information referenced herein as Buyer's "Customer Information") for reporting purposes, such as official reporting to governmental authorities, the Utility, public utility commissions and similar organizations, and in marketing materials that Seller or Seller's Affiliates generate or distribute. Seller agrees that following written notice from Buyer to

opt out of Seller's marketing program, Seller will no longer identify Buyer by name in Seller's marketing materials. Under no circumstances, except as required by law and as otherwise provided in this Agreement, will Seller release or otherwise publish any information collected from Buyer other than the above Customer Information.

- 18. Applicability of Open Records Act.** The parties acknowledge and agree (a) that Buyer is required to comply with the Colorado Open Records Act, and (b) that the terms of this Agreement contain and constitute confidential and privileged market information and trade secrets of Company, which if disclosed to Company's competitors could harm the Company. The Customer agrees to not disclose the terms hereof to any other entity or person, except as may be required under the Open Records Act or other requirements of law. Customer will advise Company of any request for the foregoing information under the Open Records Act.
- 19. Governmental Immunity.** Buyers and its officers, attorneys and employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq., as amended, or otherwise available to Customer and its officers, attorneys or employees, as applicable hereto.
- 20. Entire Agreement.** This Agreement constitutes the entire agreement between the Parties relating to the subject matter hereof and supersedes any other agreement or understanding, written or oral.
- 21. Additional Agreements.**
 - 21.1. Authority.** Each Party represents and warrants that it has full authority to execute and deliver this Agreement and to perform their obligations under this Agreement, and that the person whose signature appears on the Agreement is duly authorized to enter into this Agreement on behalf of that Party.
 - 21.2. Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute one and the same agreement. The counterparts of this Agreement and the schedules and exhibits hereto, may be executed and delivered by facsimile or other electronic signature by any of the Parties to any other Party and the receiving Party may rely on the receipt of such document so executed and delivered by facsimile or other electronic means as if the original had been received.
 - 21.3. Modification and Waiver.** This Agreement may not be amended, changed, modified, or altered unless such amendment, change, modification, or alteration is in writing and signed by all of the Parties to this Agreement or their respective successor(s) in interest. This Agreement inures to the benefit of and is binding upon the Parties and each of their respective successors and permitted assigns.
 - 21.4. Governing Law.** This Agreement and the rights and duties of the Parties hereunder shall be governed by and shall be construed, enforced and performed in accordance with the laws of the State of Colorado without regard to principles of conflicts of law.
 - 21.5. Survival.** In the event of expiration or earlier termination of this Agreement, the following sections shall survive: Sections 3.2, 3.3, 4, 5, 7, 15, 16, 17, 18, 19, and 21.
 - 21.6. Severability.** Should any terms of this Agreement be declared void or unenforceable by any arbitrator or court of competent jurisdiction, such terms will be amended to achieve as nearly as possible the same economic effect for the parties as the original terms and the remainder of the Agreement will remain in full force and effect.
 - 21.7. Service Contract.** This Agreement is a service contract pursuant to Section 7701(e)(3) of the Internal Revenue Code.

21.8. No Partnership. Nothing contained in this Agreement will constitute either party to this Agreement as a joint venturer, employee, or partner of the other, or render either party to this Agreement liable for any debts, obligations, acts, omissions, representations, or contracts of the other, including without limitation Buyer's obligations to the Utility for electric service.

IN WITNESS WHEREOF, each Party has caused this Agreement to be duly executed by its authorized representative as of the date of last signature provided below.

SELLER

BUYER

[FACILITY SPV NAME]

City of Louisville, CO

By: [FACILITY SPV SIGNATURE]

By: _____

Name: [FACILITY SPV MANAGER]

Name: Malcolm Fleming

Title: Manager

Title: City Manager

Date: [SIGNATURE DATE]

Date: _____

List of Exhibits to Agreement

Appendix A – Solar Energy Facility

Appendix B – Price List

Appendix C – Program Limits

**Appendix A
Buyer and Facility Information**

Commercial Operations Date:

Effective Date:

Buyer's Allocation:

**Estimated initial annual amount of
Buyer's Solar Output ("Estimated
Initial Annual Production"):**

Buyer's Production Capacity:

Facility Location:

Facility Name:

Facility Company Name:

Email:

Fax:

Tel:

Initial Meter # for Crediting:

Utility Service Location:

Buyer's Name(s):

**Appendix B
Price List**

The following is the Price List referenced in Section 5.2 of the Agreement:

[Insert Table]

Buyer acknowledges that the foregoing Price List sets forth a fixed price per kWh for each of the years listed above, and includes a [TBD%] annual escalator.

Buyer further acknowledges that the foregoing Price List is intended to fix the price paid by Buyer per kWh in connection with the Monthly Payment Amounts under this Agreement.

Seller does not warranty or represent that the foregoing Price List will bear any particular relationship, either now or in the future, to the rates which may be (i) payable by Buyer to the Utility for electricity from time to time, or (ii) used by the Utility to calculate Solar Bill Credits from time to time.

Buyer has undertaken an independent evaluation of the Price List, and has determined that the Price List is reasonable for purposes of calculating the Monthly Payment Amounts under this Agreement, and agrees that Buyer shall not assert, and hereby waives, claims challenging the validity or use of the Price List in connection with the Monthly Payment Amounts due from Buyer under this Agreement.

Appendix C Program Limit

The Program Limit under this Agreement is equal to 120% of Buyer's Maximum average annual electric power consumption at the Utility Service Location.

Buyer agrees that the Estimated Initial Annual Production as set forth in Appendix A shall not exceed the Program Limit.

In addition, Buyer acknowledges that the benefit Buyer receives from Buyer's Solar Interest can be reduced if Buyer's Utility Service Location is eligible for solar energy credits or net-metering based upon solar electricity generating equipment other than Buyer's Solar Interest in the Solar Energy Facility. In this regard, the Program Limit shall apply based upon the Buyer's Production Capacity plus the capacity of such other solar electricity generating equipment, taken together.

EXHIBIT B

Customer Account Information

Customer accounts that are authorized to receive allocations of Production Capacity from Company's Solar Energy Facilities are listed below:

Account Name: _____

Utility: _____ Account Number: _____

Account Address: Street Address, City, State Zip Code

Maximum Nameplate Production Capacity to be allocated: _____ kW DC

Account Name: _____

Utility: _____ Account Number: _____

Account Address: Street Address, City, State Zip Code

Maximum Nameplate Production Capacity to be allocated: _____ kW DC

Account Name: _____

Utility: _____ Account Number: _____

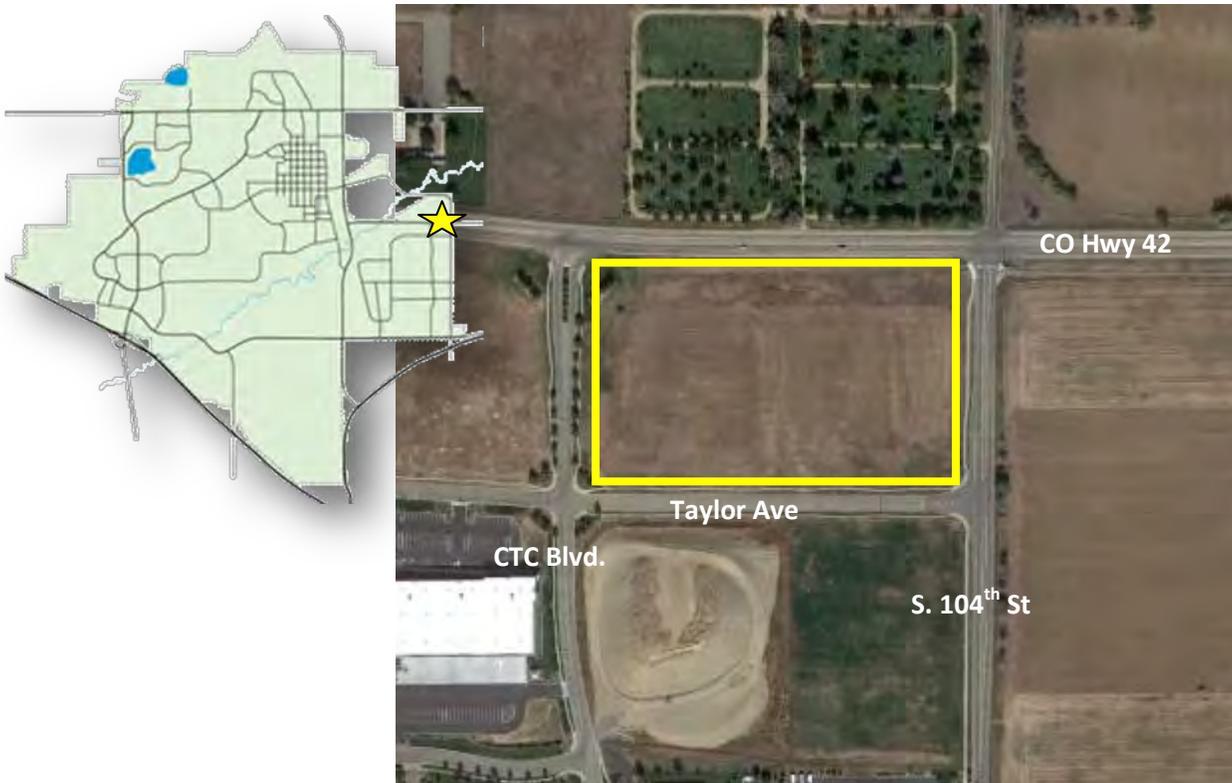
Account Address: Street Address, City, State Zip Code

Maximum Nameplate Production Capacity to be allocated: _____ kW DC

SUBJECT: **ORDINANCE NO. 1725, SERIES 2016 – AN ORDINANCE APPROVING AN AMENDMENT TO THE BUSINESS CENTER AT CTC GENERAL DEVELOPMENT PLAN (GDP) TO REZONE LOT 1, BLOCK 3, BUSINESS CENTER AT CTC FROM PCZD-C TO PCZD-I – 1st Reading – Set Public Hearing 08/02/2016**

DATE: **JULY 19, 2016**

PRESENTED BY: **SCOTT ROBINSON, PLANNER II
PLANNING AND BUILDING SAFETY DEPARTMENT**



SUMMARY:

The applicant, Etkin Johnson Real Estate Partners, requests approval of a rezoning and an amendment to the Business Center at CTC General Development Plan (GDP) for Lot 1, Block 3, Business Center at CTC.

The site is located in the Colorado Technology Center (CTC) between Hwy 42 and Taylor Ave on the north and south, and between 104th St and CTC Blvd on the east and west. The property is currently zoned Planned Community Zone District-Commercial (PCZD-C) and subject to the Commercial Development Design Standards and Guidelines (CDDSG). The applicant is requesting the property be rezoned to Planned

Community Zone District - Industrial (PCZD-I) and subject to the Industrial Development Design Standards and Guidelines (IDDSG).

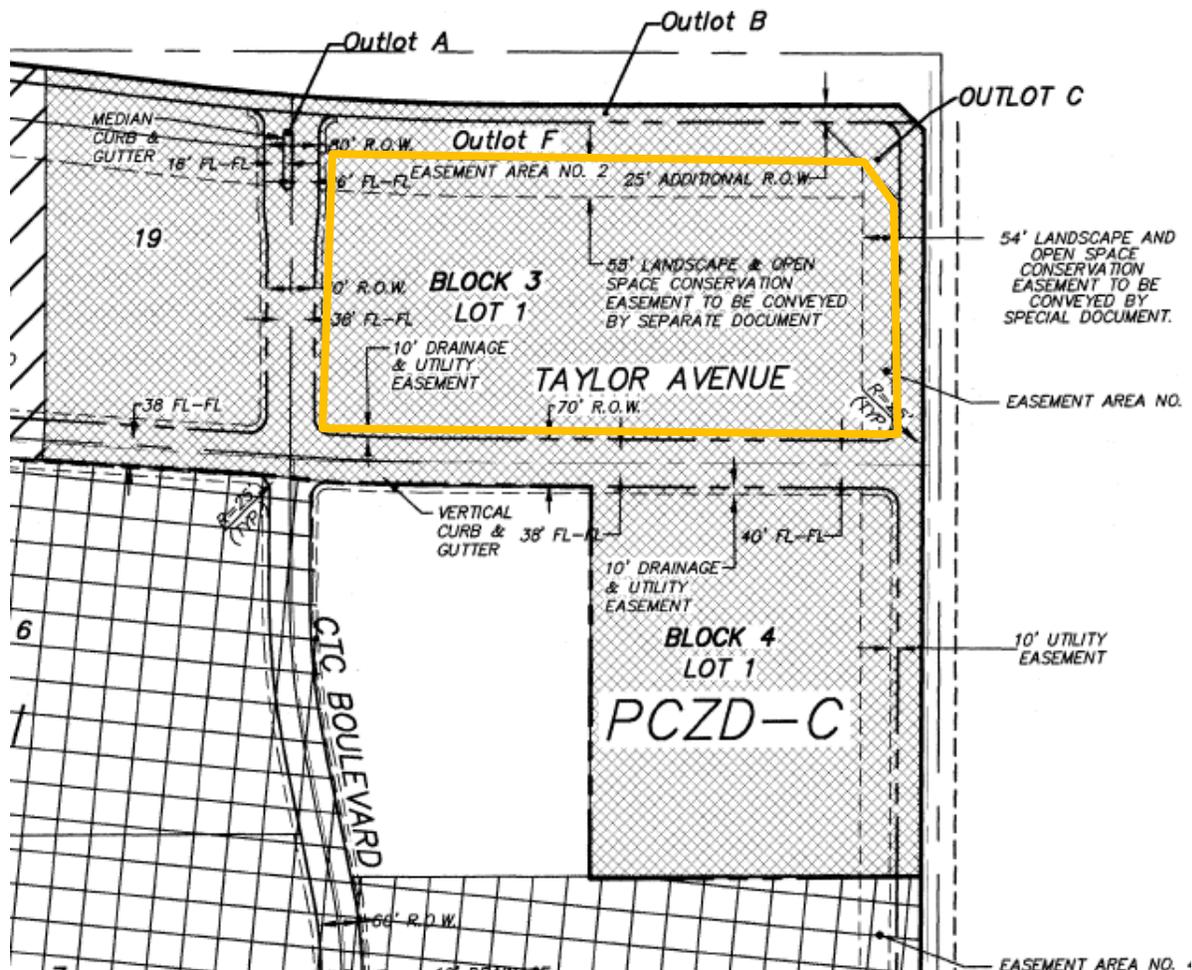
REQUEST

According to the applicant, the rezoning from commercial to industrial is needed because they have not been successful marketing this property for a commercial land use. The rezoning would allow the applicant to market an industrial land use to the standards outlined in the Industrial Development Design Standards and Guidelines (IDDSG).

History

Initial Zoning - According to a Preliminary Plat and PUD, dated June 8, 1976, this property was originally shown as "PUD-C" zoning.

The Business Center at CTC General Development Plan (GDP) – The City Council approved the Business Center at CTC GDP on February 17, 1998 by Ordinance No. 1277, Series 1998.



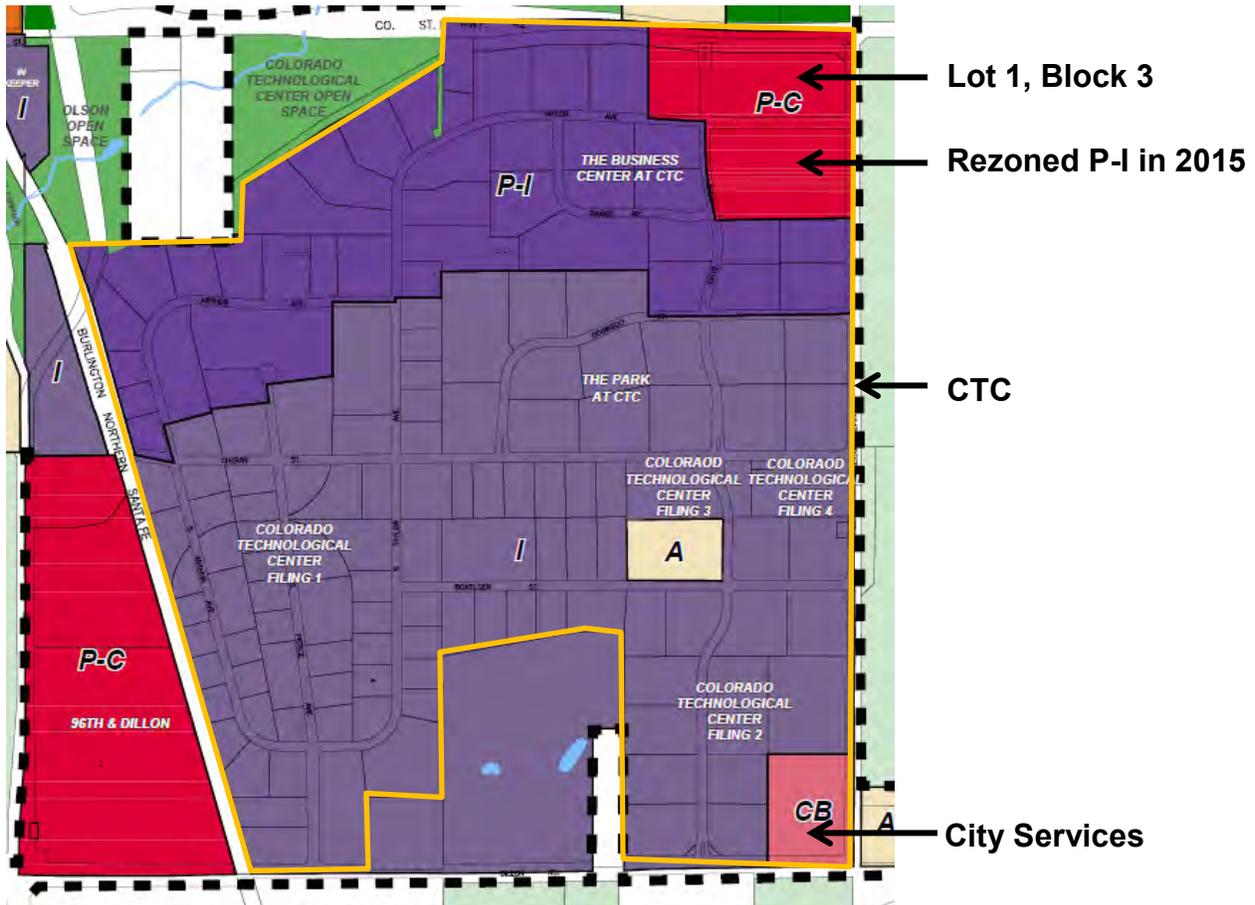
The GDP allows the PCZD-C properties to develop as any land use permitted in the Commercial-Business (CB) zone district subject to the Commercial Development Design Standards and Guidelines (CDDSG).

On May 6, 2008 City Council approved an amendment to the GDP through Ordinance No. 1533, Series 2008 expanding the land uses allowed beyond those allowed in the CB zone district and permitted more traditional industrial land uses found throughout CTC. However, the development of the subject property continued to be governed by the CDDSG:

In addition, research/office and corporate uses, processing, or assembly of scientific or technical products, or other product, if such facilities shall be completely enclosed and any noise, smoke, dust, odor, or other environmental contamination produced by such facilities confined to the lot upon which such facilities are located and controlled in accordance with all applicable city, state, or federal regulations.

On October 6, 2015 City Council approved another amendment to the GDP to rezone the property immediately to the south of the subject property from PCZD-C to PCZD-I, and allow it to be developed under the IDDSG instead of the CDDSG.

The CTC currently includes three parcels zoned commercial. These include the subject property and the property immediately to the west, across CTC Blvd, that are zoned PCZD-C and the City Services Facility at the corner of 104th St and Dillon Rd zoned Commercial Business (CB).



STAFF ANALYSIS

Section 17.44.050 of the Louisville Municipal Code (LMC) sets out criteria for rezoning property:

For the purpose of establishing and maintaining sound, stable and desirable development within the city, the rezoning of land is to be discouraged. Rezoning should only be considered if:

- 1. The land to be rezoned was zoned in error and as presently zoned is inconsistent with the policies and goals of the city's comprehensive plan;*
- 2. The area for which rezoning is requested has changed or is changing to such a degree that it is in the public interest to encourage a redevelopment of the area;*
- 3. The proposed rezoning is necessary in order to provide land for a community-related use which was not anticipated at the time of the adoption of the city's comprehensive plan, and such rezoning*

will be consistent with the policies and goals of the comprehensive plan; or

4. The rezoning would only permit development which, if evaluated as a proposed annexation under the annexation standards and procedures codified in title 16, would qualify for annexation.

Criterion 1:

Based on the history described above, there is no indication the property was zoned in error. The City zoned the property as commercial at annexation, and the zoning has remained designated commercial through multiple amendments. The 2013 Comprehensive Plan update calls for a mix of commercial and industrial uses in the CTC, which is consistent with the current zoning.

Criterion 2:

The CTC has seen significant development in the last few years, with many new buildings and tenants and the number of vacant lots decreasing. The applicant states in their application letter that the lack of interest in commercial property in the CTC even as it approached buildout indicates commercial uses are not viable there. The area has changed by building out at a density too low to support commercial uses, and rezoning to industrial would encourage development of the parcel.

An alternative view is that, given the current and planned new development in the CTC, it may be prudent to wait longer for commercial demand to increase. As the applicant points out, it has been zoned commercial for 40 years without developing. However only now may there be enough surrounding development to support the commercial uses allowed in the zoning. The change in the area is the buildout of the properties in conformance with the adopted plans and zoning, which is not a change to such a degree that rezoning is warranted.

Criterion 3

There is no specific use proposed for the property at this time, but it would remain privately owned and be zoned commercial, so there is no indication that a desired community-related use would be developed.

Criterion 4

Section 16.32.030 gives development requirements for annexation requests and includes the following relevant criteria:

A. The comprehensive development plan of the city will be considered in determining whether an annexation will be approved.

D. Zoning of the area to be annexed shall be reasonable in terms of existing city zoning classifications and shall be considered by the city planning commission.

As stated above, the comprehensive plan calls for a mix of commercial and industrial uses in the area, so both the existing and proposed uses would be appropriate. However, considering this is one of two remaining undeveloped commercial parcels in the CTC, rezoning it would limit the ability to achieve the desired mix.

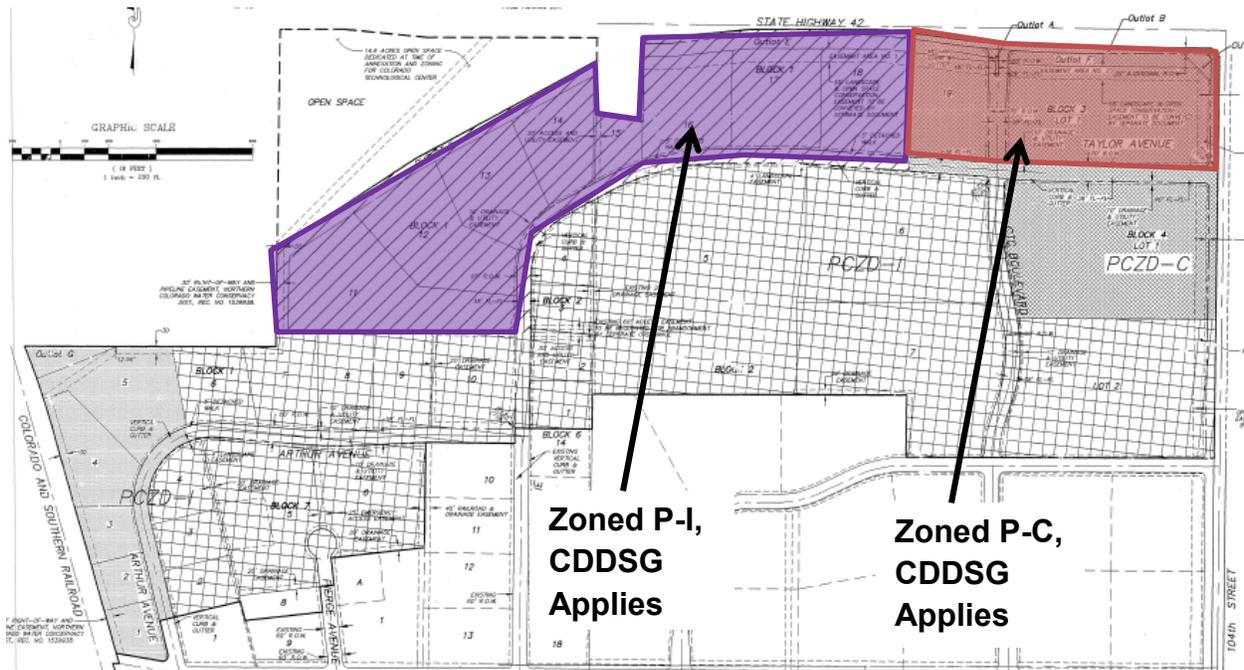
The proposed zoning, PZCD-I, is the same as the property immediately to the south, and most of the other properties in the Business Center at CTC, so could be considered reasonable.

GDP Amendment

Section 17.72.060 guides staff's assessment of GDP amendments. The section states:

- A. Any adopted planned community general development plan and supplementary development standards may be amended, revised or territory added thereto, pursuant to the same procedure and subject to the same limitations and requirements by which such plan was originally approved.*
- B. The director of planning may permit amendments to the planned development community general plan, when such amendments will not affect an increase in the permitted gross density of dwelling units or result in a change in character of the overall development plan. Any such amendment by the director of planning shall have approval by the city council prior to the amendment becoming effective or the city council may direct such change be made as through subsection A of this section.*

When the Business Center at CTC GDP was approved the CDDSG applied not only to the three properties zoned PCZD-C, but also to properties zoned PCZD-I adjacent to Hwy 42. The applicant requests the applicable design standards be changed from the CDDSG to the IDDSG, which may change the character of the overall development plan.



Altering the applicable design standards for the property in question from the CDDSG to the IDDSG would create an inconsistent frontage along Hwy 42 and go against the goal of having the most prominent properties meet the higher design standards of the CDDSG. Therefore, if the GDP amendment is approved, staff recommends a condition requiring any development to still comply with the CDDSG.

FISCAL IMPACT:

Rezoning the property from Commercial to Industrial will eliminate the possibility of a sales-tax generating retail use on the property. However, the rezoning will likely lead to the property developing sooner, and even zoned Commercial it may never have a sales-tax generating retail use. There are no direct City costs associated with the rezoning.

PLANNING COMMISSION ACTION:

The Planning Commission reviewed this request at their June 23, 2016 public hearing. The Commission first voted to recommend approval of the rezoning with the condition recommended by staff, requiring the property to be governed by the CDDSG. That motion failed 2-3. The Commission then voted to recommend approval of the rezoning with a condition that buildings on the property be set back at least 100 feet from Hwy 42. That motion passed 4-1, with the intent that the 100 foot setback would buffer a future industrial building from the road.

RECOMMENDATION:

Staff recommends City Council denial of Ordinance No. 1725, Series 2016, an ordinance approving an amendment to the Business Center at CTC General Development Plan (GDP) and a rezoning from PCZD-C to PCZD-I, for Lot 1, Block 3, the Business Center at CTC. If City Council votes to deny the resolution, staff

recommends Council direct staff to bring a resolution of denial for consideration at a subsequent meeting.

If City Council votes to approve the resolution, staff recommends the following condition:

1. The Louisville Commercial Development Design Standards and Guidelines shall remain the applicable development standards for Lot 1, Block 3, Business Center at CTC.

In the alternative, Council may approve the ordinance with the condition recommended by Planning Commission:

1. Principal structures on Lot 1, Block 3, Business Center at CTC shall be set back at least 100 feet from the north property line.

City Council may approve (with or without conditions), continue, or deny the applicant's request.

ATTACHMENT(S):

1. Ordinance No. 1725, Series 2016
2. Application Documents
3. Business Center at CTC GDP amendment
4. Planning Commission Minutes
5. Presentation

**ORDINANCE NO. 1725
SERIES 2016**

AN ORDINANCE APPROVING AN AMENDMENT TO THE BUSINESS CENTER AT CTC GENERAL DEVELOPMENT PLAN (GDP) TO REZONE LOT 1, BLOCK 3, BUSINESS CENTER AT CTC FROM PCZD-C TO PCZD-I.

WHEREAS, the EJ Louisville Land, LLC is the owner of certain real property totaling approximately 7.91 acres, which property is designated as a portion of the Business Center at CTC property and the legal description of which is attached hereto as Exhibit A (the “Property”); and

WHEREAS, the Property is currently zoned Planned Community Zone District – Commercial (PCZD – C) and, permitted uses are set forth on the existing PCZD general development plan; and

WHEREAS, the owner has submitted to the City a request for approval of an amended PCZD General Development Plan for the Property, which amended Plan is entitled the Business Center at CTC General Development Plan, Amendment D and a copy of which is attached hereto as Exhibit B (the “Business Center at CTC GDP Amendment D”); and

WHEREAS, the Business Center at CTC GDP shall serve to identify the zoning, permitted uses and development for the Property and shall serve as the PCZD General Development Plan for the Property, in accordance with Title 17 of the Louisville Municipal Code; and

WHEREAS, the Louisville Planning Commission has held a public hearing on the proposed Business Center at CTC GDP Amendment D for the Property and has forwarded a recommendation to the City Council to approve the Business Center at CTC GDP Amendment D; and

WHEREAS, the City Council has duly considered the Commission’s recommendation; and

WHEREAS, the City Council has held a public hearing on the proposed Business Center at CTC, Amendment D GDP and has provided notice of the public hearing as provided by law; and

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

WHEREAS, the PCZD-I zoning classification for the Property as further set forth on the Business Center at CTC GDP is consistent with the City of Louisville 2013 Citywide Comprehensive Plan;

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

Section 1. Subject to Section 2 hereof, the City Council of the City of Louisville hereby approves the Business Center at CTC General Development Plan, Amendment D (the “Business Center at CTC, Amendment D”) for the property legally described in Exhibit A attached hereto (the

“Property”) and, pursuant to the zoning ordinances of the City, such Property is zoned Planned Community Zone District Industrial (PCZD-I) for the uses permitted in the Business Center GDP for the Property, a copy of which Business Center at CTC, GDP Amendment D is attached hereto as Exhibit B.

Section 2. The Business Center at CTC General Development Plan, Amendment D shall be recorded in the Offices of the Boulder County Clerk and Recorder and the City zoning map shall be amended accordingly.

Section 3. Development on the Property shall be governed by the City of Louisville Commercial Development Design Standards and Guidelines.

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

Robert P. Muckle, Mayor

ATTEST:

Meredyth Muth, City Clerk

APPROVED AS TO FORM:

Light Kelley P.C.
City Attorney

PASSED AND ADOPTED ON SECOND AND FINAL READING, this _____ day of _____, 2016.

Robert P. Muckle, Mayor

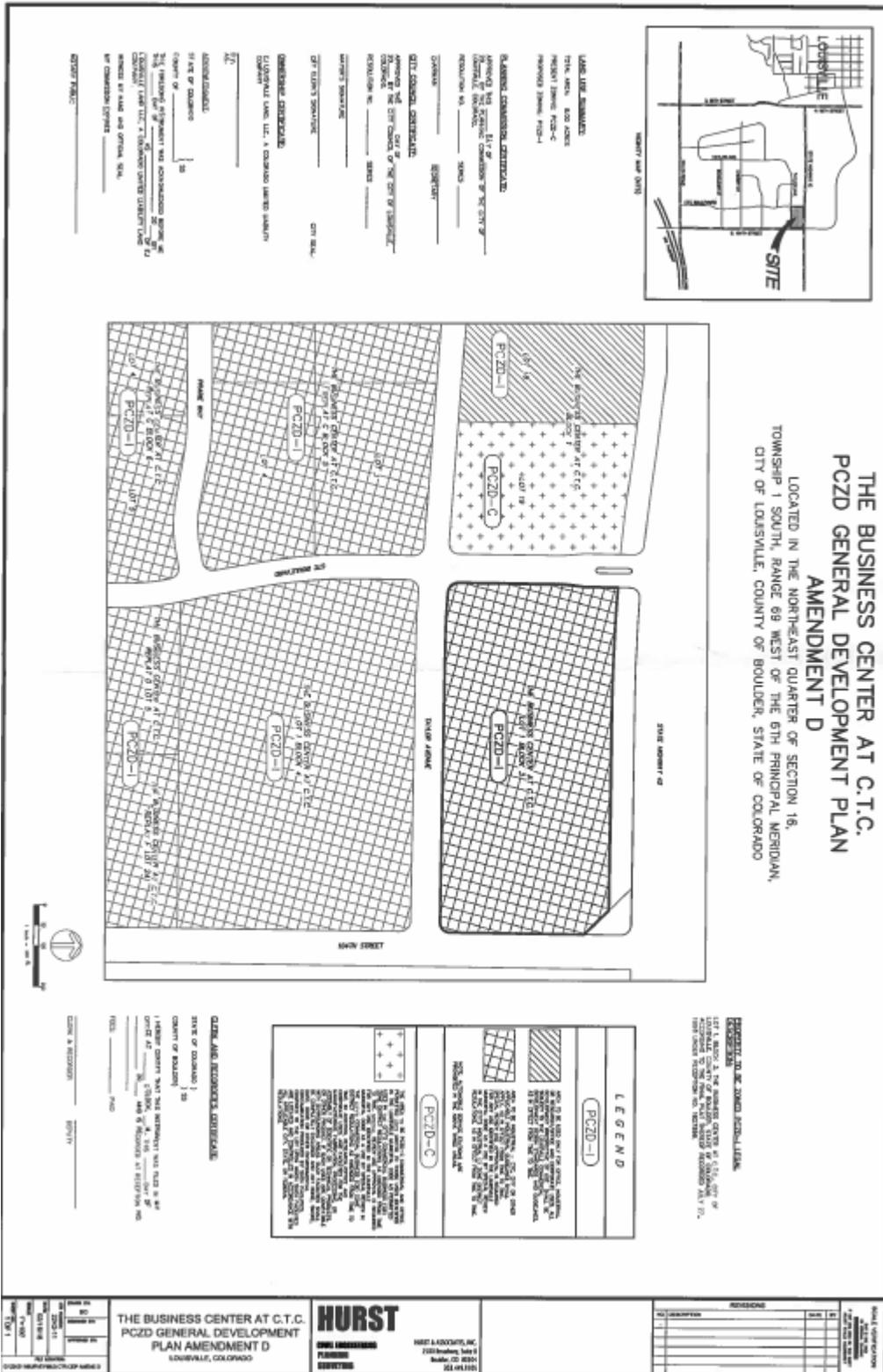
ATTEST:

Meredyth Muth, City Clerk

Exhibit A

Lot 1, Block 3, Business Center at CTC

Exhibit B



LAND USE APPLICATION

CASE NO. _____

APPLICANT INFORMATION

Firm: Etkin Johnson Real Estate Partners
 Contact: Jim Vasbinder
 Address: 1512 Larimo Street Suite 100
Denver, Colorado 80202
 Mailing Address: Same
 Telephone: 0-303-223-2185 M. 303-898-3907
 Fax: _____
 Email: jvasbinder@etkinjohnson.com

OWNER INFORMATION

Firm: EJ Louisville Land LLC
 Contact: Jim Vasbinder
 Address: _____
(see above)
 Mailing Address: _____
 Telephone: _____
 Fax: _____
 Email: _____

REPRESENTATIVE INFORMATION

Firm: Etkin Johnson Real Estate Partners
 Contact: Jim Vasbinder
 Address: _____
(see above)
 Mailing Address: _____
 Telephone: _____
 Fax: _____
 Email: _____

PROPERTY INFORMATION

Common Address: 2035 Taylor Avenue
 Legal Description: Lot 1 Blk 3
 Subdivision The Business Center at CTC
 Area: 348,354 SF Sq. Ft. (8.00 A±)

TYPE (S) OF APPLICATION

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

PROJECT INFORMATION

Summary: Request to rezone Block 3, Lot 1 from PCZO-C to PCZO-I for future development of approximately 100,000 square feet of industrial space.

Current zoning: PCZO-C Proposed zoning: PCZO-I

SIGNATURES & DATE

Applicant: [Signature] 2-16-2015
 Print: James D. Vasbinder
 Owner: [Signature] 2-16-2015
 Print: James D. Vasbinder
 Representative: [Signature] 2-16-2015
 Print: James D. Vasbinder

CITY STAFF USE ONLY

- Fee paid: _____
- Check number: _____
- Date Received: _____

ETKIN JOHNSON REAL ESTATE PARTNERS

MEMORANDUM

TO: Sean McCartney (via Messenger)
CC:
FR: Jim Vasbinder
DA: February 16, 2016
RE: 2035 Taylor Rezoning Application



In support of our application to rezone The Business Center at CTC Block 3, Lot 1 from PCZD-C to PCZD-I the following information is provided for review and consideration by the City of Louisville:

1. The Annexation and Zoning Agreement for the Colorado Technological Center, dated June 1, 1976 (recorded at Reception No. 377414 on January 3, 1980) references zoning classifications I (industrial) and C-B (Commercial-Business). Unfortunately, the recorded version of this document does not include any of the referenced exhibits so it is not possible for me to determine which areas or lots were zoned I or C-B; however, it is apparent that specific areas of the Colorado Technological Center were zoned C-B.
2. The Business Center at CTC PCZD General Development Plan recorded July 27, 1998 which includes Block 4, Lot 1 zoned the east portion of this lot as PCZD-C and the west portion of this lot as I.
3. The Business Center at CTC PCZD General Development Plan Amendment A recorded July 14, 1999 zoned the entire Block 4, Lot 1 as PCZD-C.
4. The Business Center at CTC PCZD General Development Plan Amendment B recorded May 27, 2008 maintained the PCZD-C zoning for Block 4, Lot 1 and added "research/office and corporate uses, and facilities for the manufacturing, fabrication, processing or assembly of scientific or technical products or other product if such uses are compatible with surrounding areas".
5. The Business Center at CTC PCZD General Development Plan Amendment C recorded October 27, 2015 rezoned Block 4, Lot 1 from PCZD-C to PCZD-I. This rezoning was required to permit the construction of 2000 Taylor, a 120,581 square foot industrial building which is currently under construction.
6. The attached Etkin Johnson Industrial Development Summary for Colorado Tech Center, dated February 16, 2016 indicates that we have developed 976,507 square feet of industrial space since 1998. This equates to over \$127,000,000 investment to date by Etkin Johnson at the Colorado Tech Center. As noted, with approval of the 633 CTC project we are proposing an additional 153,018 square feet of industrial development at Colorado Tech Center in 2015 and 2016 with corresponding additional \$18,000,000 investment by Etkin Johnson Real Estate Partners.

7. Tenants which occupy the Etkin Johnson Real Estate Partners industrial buildings include; Zeon, Bard Medical, Wish Garden Herbs, Medtronic, Kiosk, Fresca Foods, Inventiv Health, Graphic Packaging, Intertek, World Triathlon, Lifetime Fitness, Babolat, Trelleborg, Fenix Outdoor, White Wave and Packers Plus.
8. As noted above the 1976 Annexation and Zoning proposed C-B zoning areas and for the forty years since 1976 there has not been a viable long term commercial or retail use at Colorado Tech Center. Etkin Johnson involvement at the Colorado Tech Center started in late 1996 and to date we have not had a formal request from a commercial or retail user or tenant for a build-to-suit proposal, request to purchase vacant land for development or a request for a proposal to lease space at any of our buildings which has evolved into an actual transaction.
9. While the City of Louisville has always expressed the desire to have commercial and retail development and uses at the Colorado Tech Center we have not had success with achieving close proximity, only day time employee base, no existing core of retail or commercial users already in place creating support demand and traffic generation, etc. In addition, even the major retail centers in the market trade area such as the Interlocken and Flatirons have experienced soft demand and loss of tenants.
10. We have had on-going discussions regarding the possibility of retail development at this location with major real estate brokerage firms such as CBRE with similar responses that they do not represent any clients that would locate here in the foreseeable future.
11. We are respectfully requesting the City of Louisville to grant this zoning request for The Business Center at CTC Block 3, Lot 1 from PCZD-C to PCZD-I to allow Etkin Johnson Real Estate Partners to continue our development of industrial projects at the Colorado Tech Center. This rezoning will create another viable and dynamic project with a building of approximately 100,000 square feet in the City of Louisville.

Thank you for your consideration of this request.

Colorado Tech Center
 Louisville, Colorado
 Etkin Johnson Real Estate Partners Industrial Development Summary

2/16/2016

Year	Project	Building Area, SF	Site Area, Ac.
1998	Building One (321 South Taylor)	77,872	5.861
2000	Building A (1480 Arthur)	92,576	7.71
	Building C (346 South Arthur)	64,672	5.222
2006	1795 Dogwood	109,068	7.599
2007	1775 Cherry	130,182	8.91
2008	195 CTC	64,368	4.95
2012	Etkin Johnson land sale to Pearl Izumi	55,000	8.024
2014	1900 Cherry	66,350	4.84
	1900 Taylor	136,701	11.14
2015	1960 Cherry	59,137	4.026
2016	2000 Taylor	120,581	11.05
	Totals to Date	976,507	79.332
2016	Proposed 633 CTC	153,018	12.20
	Proposed Totals	1,129,529	91.532



Planning Department

May 13, 2016

Mr. Scott Robinson
Planner II
City of Louisville
Planning Department
749 Main Street
Louisville, Colorado 80027

Re: Business Center at CTC GDP Amendment – Staff Comments for Case #16-008-ZN

Dear **Scott**,

Your application for an amendment to the existing Business Center at CTC GDP to rezone Lot 1, Block 3 has been reviewed by City staff. The following comments have been received: **The Applicant / Owner responses to City comments are noted in red.**

Economic Development

The parcel requested for rezoning is one of the last remaining parcels in CTC to best facilitate a retail building for the area's businesses. The CTC is reaching an employee population level that could justify retail offerings (mainly quick serve food and retail services). With the addition of several parcels expected to be developed in the next couple years, the prospect of facilitating retail will only increase. For these reasons, Economic Development has concern of rezoning the parcel at this time.

As noted with the information submitted with our application for rezoning The Business Center at CTC Block 3, Lot 1 from PCZD-C to PCZD-I the potential of a commercial or retail development occurring at this property is very low. A copy of the February 16, 2016 Memorandum from the Applicant (updated to May 13, 2016) is attached.

In support of this position we have discussed this matter with Philip Hicks of David Hicks Lambert. Philip is one of the top retail broker along the Colorado front-range and has represented hundreds of commercial / retail tenants and landlords. It is his opinion that based on (1) the lack of sufficient residential density in the immediate area; (2) the amount of open space North and East of the property limiting future residential development and (3) no after hour demand generators for commercial or retail tenants that Lot 1, Block 3 is not a viable location for commercial / retail tenants now or in the foreseeable future.

With City approval of the requested rezoning Etkin Johnson Real Estate Partners will commence entitlement and design of an approximately 100,000 square foot industrial building for the property. The proposed industrial building initial financial benefits to the City of Louisville would be:

Property Tax: currently \$13,971 with City share at \$1,795 annually. With construction of the building, property taxes will be approximately \$170,000 with the City share at approximately \$21,900 annually. In the event the rezoning is not achieved we will pursue agricultural classification for the property with the property tax reducing to approximately \$1,000 with the City share at \$130 annually.

Building core and shell and site permit fees and use tax: approximately \$350,000 being paid to the City. This does not include any permit fees, use tax or impact fees which will be due and payable to the City for tenant improvements.

Tap fees & capacity charges: approximately \$650,000 being paid to the City.

Depending upon the industrial building tenant, additional fees and taxes may also be applicable.

Planning Department
General Comments

1. Consider including Lot 19, Block 1 in the GDP amendment request to avoid leaving only one lot as commercial. Etkin Johnson Real Estate Partners and/or affiliates do not own Block 1, Lot 19 and therefore cannot include Lot 19, Block 1 in the GDP amendment request.
2. Staff recommends the CDDSG standards should still apply even if rezoned to provide a consistent appearance with the other properties along Hwy 42. It is not possible to design our industrial buildings in conformance with the CDDSG standards. To date, we have developed ten building at Colorado Tech Center totaling almost 1,000,000 square feet per the IDDSG. We have also submitted the recently approved 633 CTC project, a 153,018 sq. ft. industrial building to the City for permit. Each of these existing, under construction or approved buildings have been well received by the City, real estate community and our tenants. We have a long term pride of ownership and maintain our facilities to the highest standards. We would anticipate the design of the proposed industrial building on the Block 3, Lot 1 property to continue these standards and it will more than comply with the IDDSG standards as noted below.

Height: allowed 40 ft., proposed 38 ft.

Landscape Coverage: required 25%, proposed 25%.

Parking: required 2 per 1,000 SF, proposed 2.3 per 1,000 SF.

Building Setbacks:

Rear (arterial), required 60 ft., provided 120 ft. (100% increase).
Front (local), required 30 ft., provided 100 ft. (233% increase).
Side (local), required 30 ft., provided 90 ft. at CTC (200% increase).
provided 120 ft. at 104th (300% increase).

Parking Setbacks:

Rear (arterial), required 30 ft., provided 55 ft. (83% increase).
Front (local), required 20 ft., provided 20 ft.
Side (local), required 20 ft., provided 20 ft. at CTC.
provided 55 ft. at 104th (175% increase).

3. Staff has concerns about the loss of commercial land in CTC and has not made a decision on whether to support the rezoning request at this point.

As noted previously, this rezoning of Block 3, Lot 1 from PCZD-C to PCZD-I will create another viable and dynamic industrial project at Colorado Tech Center and we respectfully request the City consideration and approval of this GDP Amendment request.

You are currently scheduled for the June 9, 2016 Planning Commission meeting. Revised plans and responses to staff comments are due May 13, 2016. I will be out of town from April 27th to May 17th, so please contact Lauren Trice if you have any questions or need any assistance. She can be reached at 303-335-4594 or by e-mail at laurent@louisvilleco.gov.

Sincerely,

Etkin Johnson Real Estate Partners

James D. Vasbinder
Vice President

ETKIN JOHNSON REAL ESTATE PARTNERS

MEMORANDUM

TO: Scott Robinson
CC:
FR: Jim Vasbinder
DA: May 13, 2016
RE: 2035 Taylor Rezoning Application

In support of our application to rezone The Business Center at CTC Block 3, Lot 1 from PCZD-C to PCZD-I the following information is provided for review and consideration by the City of Louisville:

1. The Annexation and Zoning Agreement for the Colorado Technological Center, dated June 1, 1976 (recorded at Reception No. 377414 on January 3, 1980) references zoning classifications I (industrial) and C-B (Commercial-Business). Unfortunately, the recorded version of this document does not include any of the referenced exhibits so it is not possible for me to determine which areas or lots were zoned I or C-B; however, it is apparent that specific areas of the Colorado Technological Center were zoned C-B.
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3. The Business Center at CTC PCZD General Development Plan Amendment A recorded July 14, 1999 Block 3, Lot 1 remained PCZD-C.
4. The Business Center at CTC PCZD General Development Plan Amendment B recorded May 27, 2008 maintained the PCZD-C zoning for Block 3, Lot 1 and added “research/office and corporate uses, and facilities for the manufacturing, fabrication, processing or assembly of scientific or technical products or other product if such uses are compatible with surrounding areas”.
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6. The attached Etkin Johnson Industrial Development Summary for Colorado Tech Center, dated May 13, 2016 indicates that we have developed 976,507 square feet of industrial space since 1998. This equates to over \$127,000,000 investment to date by Etkin Johnson at the Colorado Tech Center. As noted, with approval of the 633 CTC project we are proposing an additional 153,018 square feet of industrial development at Colorado Tech Center in 2015 and 2016 with corresponding additional \$18,000,000 investment by Etkin Johnson Real Estate Partners.

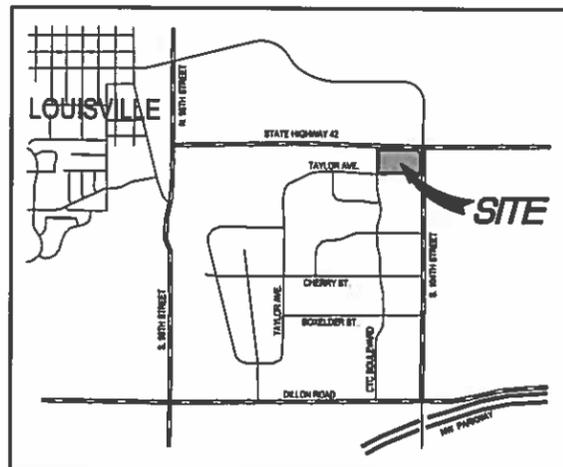
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10. We have had on-going discussions regarding the possibility of retail development at this location with major real estate brokerage firms such as CBRE and David Hicks Lambert with similar responses that they do not represent any clients that would locate here currently or in the foreseeable future.
11. We are respectfully requesting the City of Louisville to grant this zoning request for The Business Center at CTC Block 3, Lot 1 from PCZD-C to PCZD-I to allow Etkin Johnson Real Estate Partners to continue our development of industrial projects at the Colorado Tech Center. This rezoning will create another viable and dynamic project with a building of approximately 100,000 square feet in the City of Louisville.

Thank you for your consideration of this request.

Colorado Tech Center
 Louisville, Colorado
 Etkin Johnson Real Estate Partners Industrial Development Summary

5/13/2016

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2006	1795 Dogwood	109,068	7.599
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	Totals to Date	976,507	79.332
2016	Proposed 633 CTC (submitted for permit)	153,018	12.20
	Proposed Totals	1,129,529	91.532



VICINITY MAP (NTS)

THE BUSINESS CENTER AT C.T.C. PCZD GENERAL DEVELOPMENT PLAN AMENDMENT D

LOCATED IN THE NORTHEAST QUARTER OF SECTION 16,
TOWNSHIP 1 SOUTH, RANGE 69 WEST OF THE 6TH PRINCIPAL MERIDIAN,
CITY OF LOUISVILLE, COUNTY OF BOULDER, STATE OF COLORADO

PROPERTY TO BE ZONED PCZD-1 LEGAL DESCRIPTION:

LOT 1, BLOCK 3, THE BUSINESS CENTER AT C.T.C., CITY OF LOUISVILLE, COUNTY OF BOULDER, STATE OF COLORADO, ACCORDING TO THE FINAL PLAT THEREOF RECORDED JULY 27, 1998 UNDER RECEPTION NO. 1827898.

LAND USE SUMMARY:

TOTAL AREA: 8.00 ACRES
PRESENT ZONING: PCZD-C
PROPOSED ZONING: PCZD-1

PLANNING COMMISSION CERTIFICATE:

APPROVED THIS _____ DAY OF _____
20____ BY THE PLANNING COMMISSION OF THE CITY OF LOUISVILLE, COLORADO.
RESOLUTION NO. _____ SERIES _____

CHAIRMAN _____ SECRETARY _____

CITY COUNCIL CERTIFICATE:

APPROVED THIS _____ DAY OF _____
20____ BY THE CITY COUNCIL OF THE CITY OF LOUISVILLE, COLORADO.
RESOLUTION NO. _____ SERIES _____

MAYOR'S SIGNATURE _____

CITY CLERK'S SIGNATURE _____

CITY SEAL

OWNERSHIP CERTIFICATE:

EJ LOUISVILLE LAND, L.L.C., A COLORADO LIMITED LIABILITY COMPANY

By: _____
As: _____

ACKNOWLEDGMENT:

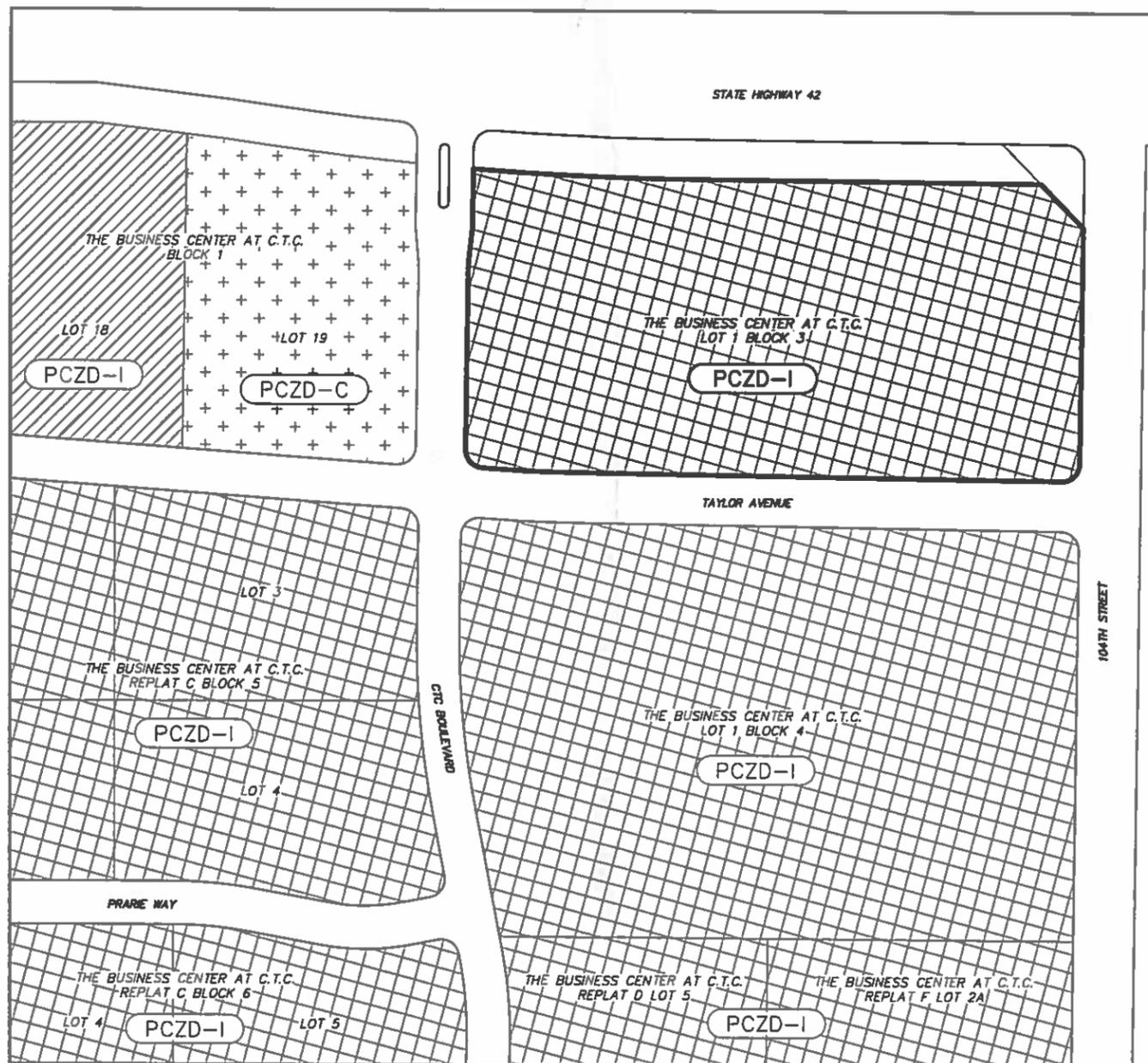
STATE OF COLORADO)
COUNTY OF _____) SS

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____ 20____ BY _____ OF EJ LOUISVILLE LAND L.L.C., A COLORADO LIMITED LIABILITY COMPANY.

WITNESS MY HAND AND OFFICIAL SEAL

MY COMMISSION EXPIRES _____

NOTARY PUBLIC _____



LEGEND

PCZD-1



AREA TO BE USED ONLY FOR OFFICE, INDUSTRIAL OR RESEARCH/OFFICE AND CORPORATE USES. ALL DEVELOPMENT IRRESPECTIVE OF USE SHALL BE SUBJECT TO THE LOUISVILLE COMMERCIAL DEVELOPMENT DESIGN STANDARDS AND GUIDELINES, AS IN EFFECT FROM TIME TO TIME.



AREA TO BE INDUSTRIAL - CTC, CITY OR OTHER APPLICABLE INDUSTRIAL GUIDELINES SHALL APPLY, AS IN EFFECT FROM TIME TO TIME. SPECIAL REVIEW USE APPROVAL IS REQUIRED FOR ANY USE IDENTIFIED IN THE LOUISVILLE MUNICIPAL CODE AS A USE BY SPECIAL REVIEW IN THE CITY'S INDUSTRIAL (I) ZONE DISTRICT REGULATIONS, AS IN EFFECT FROM TIME TO TIME.

NOTE: AUTOMOBILE SERVICE STATIONS ARE PROHIBITED IN THE ABOVE THREE AREAS.

PCZD-C



THE AREA TO BE PCZD-C COMMERCIAL AND OFFICE. PERMITTED USES LIMITED TO THOSE USES IDENTIFIED IN THE LOUISVILLE MUNICIPAL CODE AS PERMITTED USES IN THE CITY'S COMMERCIAL BUSINESS (CB) ZONE DISTRICT REGULATIONS AS AMENDED FROM TIME TO TIME. SPECIAL REVIEW USE APPROVAL IS REQUIRED FOR ANY USE IDENTIFIED IN THE LOUISVILLE MUNICIPAL CODE AS A USE BY SPECIAL REVIEW IN THE CITY'S COMMERCIAL BUSINESS (CB) ZONE DISTRICT REGULATIONS AS AMENDED FROM TIME TO TIME. IN ADDITION, RESEARCH/OFFICE AND CORPORATE USES, AND FACILITIES FOR THE MANUFACTURING, FABRICATION, PROCESSING, OR ASSEMBLY OF SCIENTIFIC OR TECHNICAL PRODUCTS, OR OTHER PRODUCTS, IF SUCH USES ARE COMPATIBLE WITH SURROUNDING AREAS, SUCH FACILITIES SHALL BE COMPLETELY ENCLOSED AND ANY NOISE, SMOKE, DUST, ODOR OR OTHER ENVIRONMENTAL CONTAMINATION PRODUCED BY SUCH FACILITIES, CONFINED TO THE LOT UPON WHICH SUCH FACILITIES ARE LOCATED AND CONTROLLED IN ACCORDANCE WITH ALL APPLICABLE CITY, STATE, OR FEDERAL REGULATIONS.

CLERK AND RECORDER'S CERTIFICATE:

STATE OF COLORADO)
COUNTY OF BOULDER) SS

I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED IN MY OFFICE AT _____ O'CLOCK, _____ M., THIS _____ DAY OF _____ 20____, AND IS RECORDED AT RECEPTION NO. _____

FEES: _____ PAID

CLERK & RECORDER _____ DEPUTY _____

SCALE VERIFICATION

BAR IS ONE INCH OR ORIGINAL DRAWING
IF NOT ONE INCH ON THIS SHEET
ADAPT SCALES ACCORDINGLY

NO.	DESCRIPTION	DATE	BY

HURST & ASSOCIATES, INC.
2500 Broadway, Suite 8
Boulder, CO 80304
303.449.5105

HURST
CIVIL ENGINEERING
PLANNING
CONSULTING

THE BUSINESS CENTER AT C.T.C.
PCZD GENERAL DEVELOPMENT
PLAN AMENDMENT D
LOUISVILLE, COLORADO

DATE	2242-11
DATE	02/18/18
SCALE	1"=100'
SHEET NO.	1 OF 1

Planning Commission Meeting Minutes

June 23, 2016

City Hall, Council Chambers

749 Main Street

6:30 PM

Call to Order – Pritchard called the meeting to order at 6:30 P.M.

Roll Call was taken and the following members were present:

Commission Members Present: Chris Pritchard, Chair
Cary Tengler, Vice Chair
Tom Rice
Jeff Moline
David Hsu

Commission Members Absent: Ann O’Connell, Secretary
Steve Brauneis

Staff Members Present: Rob Zuccaro, Dir. Of Planning & Building Safety
Scott Robinson, Planner II

Approval of Agenda:

Tengler moved and **Hsu** seconded a motion to approve the June 23, 2016 agenda. Motion passes 5-0 by voice vote.

Approval of Minutes:

Moline moved and **Hsu** seconded a motion to approve the May 12, 2016 minutes. Motion passes 4-0-1 by voice vote. **Tengler** abstains.

Public Comments: Items not on the Agenda
None.

Regular Business:

- **Business Center at CTC Rezoning, Resolution No. 16, Series 2016.** A resolution recommending approval of an amendment to the Business Center at CTC General Development Plan (GDP) and rezoning from PCZD-C to PCZD-I for Lot 1, Block 3, The Business Center at CTC.
 - Applicant, Owner, and Representative: Etkin Johnson (Jim Vasbinder)
 - Case Manager: Scott Robinson, Planner II

Conflict of Interest and Disclosure:
None.

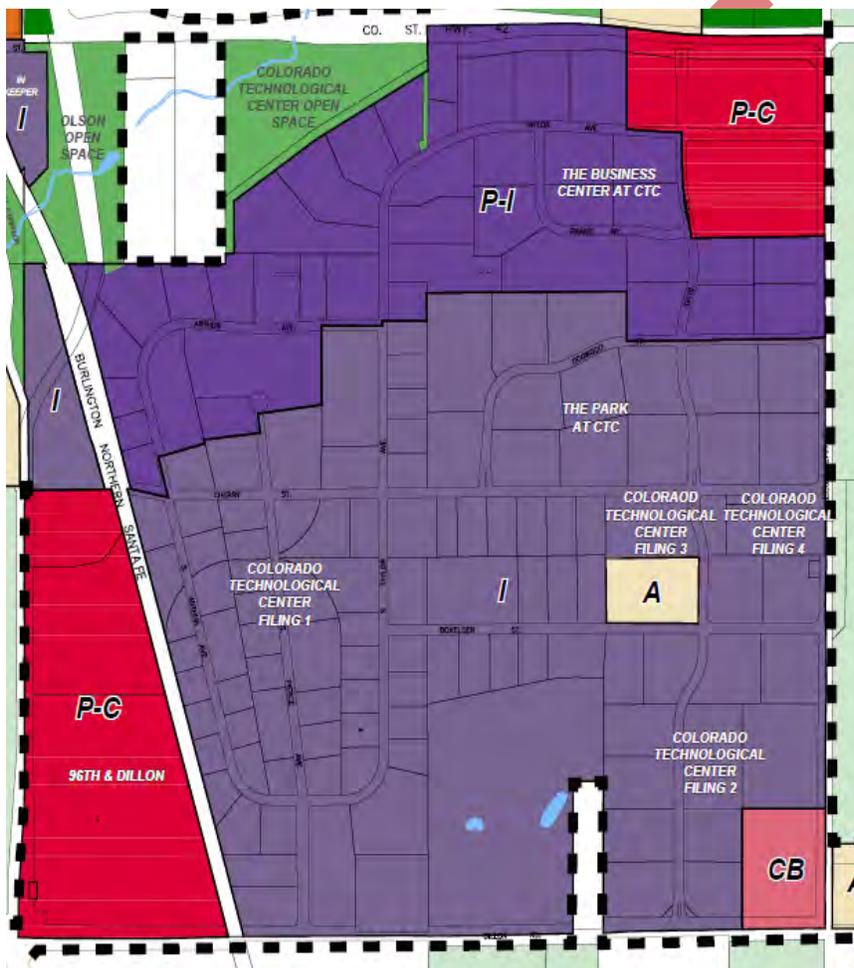
Public Notice Certification:

Published in the Boulder Daily Camera on June 5, 2016. Posted in City Hall, Public Library, Recreation Center, and the Courts and Police Building and mailed to surrounding property owners and property posted on June 3, 2016.

Staff Report of Facts and Issues:

Robinson presented from Power Point:

- Located in CTC at the southwest corner of Highway 42 and 104th Street in the northeast corner of the Colorado Technology Center.
- Property zoned PCZD-C
- Requesting to rezone to PCZD-I
- Governed by Business Center at CTC General Development Plan
- When property was first annexed in Louisville, it was zoned Commercial Business (CB). When the Business Center at CTC GDP was approved in the early 1990s, it was rezoned to PCZC-C. There were originally three parcels in that GDP zoned commercial. Property to the south rezoned to PCZC-I in 2015.
- CDDSG currently applies. The rest of the industrial properties are governed by IDDSG. Along with rezoning, the applicant requests IDDSG to apply if approved.
- North end of CTC along Highway 42 are either zones P-I or P-C and the CDDSG apply.



Rezoning should be approved if ANY of the following criteria are met.

LMC Section 17.44.050 – Rezoning Criteria:

1. The land to be rezoned was zoned in error and as presently zoned is inconsistent with the policies and goals of the city's comprehensive plan; *No evidence of error in zoning. It has been zoned commercial for 40 years. Not met.*

2. The area for which rezoning is requested has changed or is changing to such a degree that it is in the public interest to encourage a redevelopment of the area; *The applicant argues that we are now seeing a lot of development in the CTC and demand for industrial flex space. Over the 40 years, we have seen no demand for commercial uses that the zoning calls for. When it was zoned commercial, it was with the intent that this would be a fully developed industrial office park to support ancillary commercial uses. We are near full build out to possibly support commercial uses and demand for commercial use. Met.*

3. The proposed rezoning is necessary in order to provide land for a community-related use which was not anticipated at the time of the adoption of the city's comprehensive plan, and such rezoning will be consistent with the policies and goals of the comprehensive plan; or *There is no specific proposed use for commercial to industrial and there is no evidence of civic use or community use. Not met.*

4. The rezoning would only permit development which, if evaluated as a proposed annexation under the annexation standards and procedures codified in title 16, would qualify for annexation. *Met.*

LMC Section 16.32.030 – Annexation:

A. The comprehensive development plan of the city will be considered in determining whether an annexation will be approved. *Questionable.*

D. Zoning of the area to be annexed shall be reasonable in terms of existing city zoning classifications and shall be considered by the city planning commission. *Met.*

Staff Recommendations:

Staff recommends Planning Commission move to deny Resolution No. 16, Series 2016, rezoning Lot 1, Block 3, Business Center at CTC and amending the Business Center at CTC General Development Plan.

If approved, Staff recommends the following condition:

1. The Louisville Commercial Development Design Standards and Guidelines shall remain the applicable development standards for Lot 1, Block 3, Business Center at CTC.

Commission Questions of Staff:

Moline says based on your presentation, it would be remiss of the PC to approve a rezoning. If we approve a rezoning, how would we do that in a way that has met the code?

Robinson says two of the four criteria could allow rezoning, and two are matters of judgement. If you disagree with Staff's interpretation, you can make some reasonable points to disagree. The first is #2 talking about the change. The response from the applicant mentions what has been going on recently in the CTC and why it should allow this rezoning. The second is #4 which goes to the annexation criteria. Staff thinks D is met and A is questionable. The Comp Plan calls for the CTC to be an industrial park which is what the applicant wants to do with this property. The Comp Plan also calls for some mix of other commercial uses. If this property is rezoned, there is still one property zoned Commercial. There are also commercial uses allowed by Special Review Use (SRU) in Industrial zoning. It does not preclude the possibility of any commercial use in the CTC. Those are the questions the PC should be considering and if the PC wants to approve it, this is where there is possibility.

Moline says if we keep this zoned Commercial and it will be one of two remaining lots left in the subdivision, how viable is just two commercial lots in an industrial park.

Robinson says it depends on how they will be developed. Commercial allows retail uses such as a restaurant or convenience store. The P-C zone allows office use.

Moline says the Udi's used to be up there on 104th and had a retail/commercial component. The Industrial zoning must allow for some of that use.

Robinson says restaurants are allowed as a SRU in the Industrial zone district. The PC recently approved the climbing gym and brew pub through SRU in the CTC.

Tengler says relative to the four criteria for the rezoning, is that an “or” between 1, 2, 3, and 4?
Robinson says yes.

Tengler says last year, we approved the rezoning of a lot immediately to the south. What was different about that?

Robinson says it is further off of Highway 42 and likely less viable as a commercial use. It was originally half Industrial and half Commercial and was then rezoned all Commercial.

Tengler says we appear to have painted ourselves into a corner by allowing that lot and now pushing back on this one. My recollection is that the Udi’s closed because they did not make it commercially and therefore, closed down the retail portion.

Robinson says I cannot speak for what happened exactly, but I heard they needed the space for their commercial baking operations.

Tengler says Crystal Springs seems to be doing reasonably well out there from a retail standpoint. Are you aware of anybody else having anything going on in the CTC after hours?

Robinson says no.

Rice says as it’s currently zoned, what could be built there?

Robinson says a broad range of things can be built from any retail or service business, office, daycares, restaurants, hotels, or senior care facilities.

Rice asks are any of those things in existence in that area now.

Robinson says the Pearl Izumi development just west is an office development. There is no industrial or warehouse component. Crystal Springs brewery has an operation with taproom there. There is a gymnastics school and a karate school in the CTC.

Rice says from a practical standpoint, if the applicant gets the rezoning they are asking for, what will that add to the list they can build.

Robinson says it would reduce the variety of things they can do. P-C is a broader zoning category than P-I. It would allow the typical building built out in CTC today, a large industrial flex buildings.

Rice says that means the buildings predominantly out there now.

Robinson says buildings for warehousing and manufacturing.

Rice says when the rezoning occurred in 2015 on the parcel to the south, did Staff support that rezoning?

Robinson says Staff did support it.

Rice says the difference in character is that this parcel is on Highway 42. Why does that make a difference?

Robinson says the additional traffic at the major intersection makes it more viable for commercial use. When we looked at the parcel to the south, was that parcel viable for commercial? The analysis at that time was that because it is off a major road, it is less likely to develop.

Tengler says related to that, it suggests that Staff considers Highway 42 a viable street for producing retail traffic. If I think of the characteristics of Highway 42, there is nothing but a cemetery, an entrance to a park, and some residential further to the east. There is no retail along that street at all. It is a stretch to consider that simply because the property is located along Highway 42, it will become a reasonable retail or commercial space.

Robinson says that is a valid question. There is no guarantee that this property will be a viable commercial property at any time in the foreseeable future. That was the intent of the corner because that is where the traffic is. Staff looked at this as “are we ready to say this is not a viable commercial property” and it should be rezoned Industrial. Looking at the CTC, it is approaching build-out and attracting more employees. Will they be enough to support commercial along with Highway 42 traffic?

Zuccaro says the original intent of the GDP was for the properties along Highway 42 to meet the CDDSG so there would be a consistent frontage along that road. There are higher design standards under commercial versus industrial.

Hsu says assuming we rezone, the applicant made a comment that they could not be zoned industrial and comply with the commercial guidelines. In the CTC area, how many current existing buildings comply with the CDDSG?

Robinson says Pearl Izumi and Lockheed, so only two.

Pritchard asks Staff if they know what the traffic flow is on Highway 42?

Robinson does not have the numbers.

Email entered into the record:

Motion made by **Rice** to enter email and memorandum from **Jim Vasbinder** dated May 13, 2016, seconded by **Tengler**. Motion passes 5-0 by voice vote.

Applicant Presentation:

Jim Vasbinder, Etkin Johnson Real Estate Partners, 1512 Larimer Street, Denver, CO
Thank you for your consideration of our request. I'd like to pass out some additional information.

Site Plan entered into the record:

Motion made by **Moline** to enter Conceptual Site Plan from Etkin Johnson, seconded by **Tengler**. Motion passes 5-0 by voice vote.

Vasbinder continues. In 1980 when the CTC was developed, there were certain areas zoned commercial and certain areas designated industrial. There is a recorded document that says this. However, the exhibit that was attached to that about which areas are which is nowhere to be found, and not part of the recorded document at the County. We have done title searches. While I will not argue with **Robinson** that 40 years ago, there was commercial, I am not convinced it was this spot. When we did the Business Center in 1998, we created this northern tier and it was requested by the City that we create these two different zones. We had the commercial zone along Highway 42 and had the industrial zone which was the balance of the property at CTC. When we did Filing 2 in early 2002, it is the property that goes down to Dillon Road, and the majority of that property was industrial. The corner piece that **Robinson** indicated is at the intersection of 104th and Dillon Road and is the City Service Center. It was a piece within Filing 2 that is commercial. All the rest of the Filings (we are up to Filing 4) are industrial. The PC was gracious enough to approve the rezoning on the parcel we call 2000 Taylor, which is the building currently under construction. That building is about 120,000 SF. I can tell you today that we have two active leases for the whole building. That is what's happening in the CTC. I cannot announce the two tenants, but you will be satisfied with the employment group. What we'd like to do in this particular rezoning is to take the 8 acres which is PCZD-C and create the PCZD-I and use the IDDSG for the development of this property. There are two things that are particular about this. The properties that front 104th Street that we have built have a 54' easement on the west side of 104th Street. It gives us an additional buffer which we use for landscaping and detention ponds. For this particular property at the corner, the easement runs along both the north side and the east side of this property. It essentially negates about 1.5 acre out of the 8 acres to be non-developable. We have more setback which we agreed to in 1998, and it gives us more room to create some landscaping and berms, and provide additional buffering along Highway 42. Since 1998, we have actively tried to market this property as commercial. We see some benefit to that as well since there is a large daytime employment base. Since 1998, we have not had one request or a proposal to build a building to lease to any commercial users. The problem is that it is a daytime employment base and there is no developable land to the north, which the City cemetery and open space. Everything to the east is open space to almost Highway 287 where there is a subdivision. When we built the Lafayette Corporate Campus and the hospital, we faced the same issues about trying to get retail along Highway 287, which has a substantially higher traffic volume. We were never successful. We have a café at Lafayette Corporate Campus that we subsidize and have for 10 years. It is a benefit to our tenants. There is retail now happening north of the hospital because

there is some residential. We are asking for rezoning. I passed out a conceptual plan of this property that we are working on with an international user. We have not signed a transaction because we can't build this building due to zoning. This user has expressed a desire to be at this location. It is a well-known company which I cannot state. They have expressed a desire to vacate a location in one of the neighboring cities and relocate their operation here. We are coming to you for rezoning because we have active interest on this property. We will still build the building even if the transaction falls through. Over the last 5 or 6 years at the CTC, it is build it and they will come. We continue to have that success based on the services the City provides, the opportunity for housing, the retail in the area, and the attributes we love about the northern part of the City.

Commission Questions of Applicant:

Hsu says in your letter, you state you do not think the CDDSG are feasible with your intended use. Yet Staff mentions that there are two buildings that do comply with them. Can you speak about why you cannot comply?

Vasbinder says the Lockheed building is a two-story office building with very little service area. They have one loading dock for their products. The Pearl Izumi building is an office building. It is their marketing center. We sold that property to them and they built their building. We think it is a great addition to the park. It is not a service building but an office building. Our buildings are service buildings. We cannot do four-sided architecture; it is not possible. We have docks, we have service doors, and we have access points where we need to provide locations for tenant equipment whether it is processing equipment, cooling equipment, etc. We cannot satisfy the four-sided architecture that commercial requires. Commercial also has different criteria as it relates to the building proper such as stepping the facades differently than we have on our buildings. I'd like to point out that we have a 1,000,000 SF at CTC including with the building currently under construction. We pride ourselves on the buildings we develop with the City's help and input and approval. We don't think those buildings detract from what we've created at CTC. We can't satisfy the criteria with these big buildings if we use the CDDSG.

Hsu says the Pearl Izumi and the Lockheed buildings are built in the commercial zone and follow the CDDSG. When you solicit tenants for buildings or buyers of property, that type of use has also been marketed along with retail. Is that correct? You've had no interest in building an office building in that area. If we rezone it as industrial and you state you can't build four-sided architecture, is it possible to have the north side facing Highway 42 to be at a higher standard? The concern is that the frontage would look consistent with Pearl Izumi.

Vasbinder says you are suggesting that the buildings already developed at CTC don't look good on the front.

Hsu says there are certain guidelines for industrial and certain guidelines for commercial. Can you satisfy the commercial guidelines on the north wall?

Vasbinder says one elevation of our buildings can be are 600' long. We cannot build that in the commercial guidelines.

Rice says I am intrigued by your comments about the recorded document. What do you claim the zoning is on this property?

Vasbinder says in 1998, we created this as commercial.

Rice says you agree that it is zoned commercial. **Robinson** gave us a presentation on Code Section 17.44.050 which is essentially the four rezoning criteria under which we can grant a rezoning. Which of the four do you claim that your petition satisfies?

Vasbinder says I think there are two. I agree with **Robinson's** analysis.

Tengler says, from memory, as I drive up Highway 42, I don't see much of Lockheed or Pearl Izumi. When I'm out on a dog walk across the street and walking down the hill toward the underpass, I see a lot of it. As you get closer to where this property is, are we still on an incline or it is relatively flat?

Vasbinder says once you get past Pearl Izumi, the property starts to level out. From 104th Street to Highway 287, it drops and is flat.

Tengler says with the 55' easement, it strikes me that there is an opportunity to do some pretty high berming and landscaping that would effectively buffer any industrial design. It seems more of an issue when you are walking and taking advantage of the open space than if you are driving by.

Vasbinder says I agree with you. The IDDSG have a setback of 30'. With the conceptual design I am providing you, we have a setback of 100' to the building. We will utilize that easement area, particularly along Highway 42/Empire Road for exactly what you mentioned, landscaping and berming. We cannot "hide" the building but we can soften it.

Hsu says would you be amendable that if we accept the resolution to put the 100' setback as a condition to rezoning.

Vasbinder says yes.

Public Comment:

None.

Summary and request by Staff and Applicant:

Staff says this is a close call between whether it meets one of these two criteria. In Staff's analysis, we felt it didn't meet them. I think there is room in the criteria to find that they have been met. Staff recommends denial.

Closed Public Hearing and discussion by Commission:

Hsu says I understand there were some plans developed for this area. We should give some weight to that. I also understand, based on the facts, that since 1998, there has been no interest in a commercial building. We have waited long enough for it to develop. I can conceivably see some use for commercial for that business community there, but it seems we have waited a long time. I am concerned about the design part. I think I will vote for the resolution with some condition attached for the 100' setback or the CDDSG attached.

Rice says I believe the request does meet the rezoning criteria on multiple counts. I think we are within our bounds to grant rezoning of this property. In terms of the nature of the petition, they are simply trying to rezone this property to be entirely consistent with what else is in that area. We are not trying to do something completely different from what is out there. I support the request.

Tengler says for the same reasons **Commissioner Rice** just stated, I am also in support.

Moline says I am on the side of Staff on this. I am not compelled at all that the conditions have changed out there. I think this was put into effect to protect this view shed from Downtown looking off to the southeast. I think it was intended to protect the view shed of Highway 42. I don't think that the fronts of the buildings in the CTC are appropriate for this area. They are very appropriate for the middle of the CTC, but I strongly disagree that they are appropriate here on Highway 42. I don't think there will be a big opportunity for commercial and the idea that we will see a commercial development is uncertain. I am not support of giving up the CDDSG in this location. We have open space on the east and we have open space to the north. If we allow a rezoning to industrial here, that is a slight in the face to the Pearl Izumi building which is one of the best looking, amazing buildings in the City. To allow something that is more industrial on this corner makes you wonder what happened.

Pritchard says I have been on the PC since 1998 and those items were never taken into consideration in terms of a view corridor. It was strictly to try to meet a need for the CTC; was there a way to capture some of that daytime population with businesses such as dry cleaning, gas stations, and convenience stores. It has been a long desired effort. In the case of Pearl Izumi, it was their personal philosophy to have a unique property. We could keep the current zoning forever and may have an underutilized parcel. The development this applicant has brought the CTC is where we are today. How do we soften the Highway 42 frontage? Do we encourage berming which would be useful to the applicant and to the City? I think the applicant has some very valid points in their email and memo. I agree with **Commissioner Hsu** that it

would be nice to carry over some of the CDDSG but the applicant has made it clear that they do not believe they can meet those. We will have to make the call. I am comfortable with the applicant's request. I would prefer to see the property properly built by going on the experience and track record of the applicant. They will show respect to our community and show pride for their buildings.

Moline says these are good points. The applicant has a stellar track record at CTC and is doing great things for our community. To me, this is an important gateway to the City. With this type of development, it is hard to do the detail I would like to see in a building in this location.

Tengler says given the 600' long building, does that preclude the CDDSG to be applied.

Robinson says yes. The CDDSG calls for breaking up large buildings instead of allowing a 600' long façade. It also calls for a variety of materials. It is the overall mass and length of the façade.

Tengler says what would the applicant have to do to the building to make the commercial minimum guidelines?

Robinson says it would have to be broken up into at least two, possibly more, smaller buildings. The CDDSG says no façade should be longer than 50', but it doesn't have to be a separate building. The articulation should be more than 6", so it would be like separate buildings.

Rice says they should be rezoned and allowed to build an industrial building and meet the IDDSG.

Motion made by **Hsu** to approve **Business Center at CTC Rezoning, Resolution No. 16, Series 2016, Business Center at CTC Rezoning, Resolution No. 16, Series 2016**. A resolution recommending approval of an amendment to the Business Center at CTC General Development Plan (GDP) and rezoning from PCZD-C to PCZD-I for Lot 1, Block 3, The Business Center at CTC, with the condition that the CDDSG apply, seconded by **Moline**. Roll call vote.

Name	Vote
Chris Pritchard	No
Cary Tengler	No
Ann O'Connell	n/a
Jeff Moline	Yes
Steve Brauneis	n/a
Tom Rice	No
David Hsu	Yes
Motion passed/failed:	Denied

Motion denied 3-2.

Motion made by **Hsu** to approve **Business Center at CTC Rezoning, Resolution No. 16, Series 2016, Business Center at CTC Rezoning, Resolution No. 16, Series 2016**. A resolution recommending approval of an amendment to the Business Center at CTC General Development Plan (GDP) and rezoning from PCZD-C to PCZD-I for Lot 1, Block 3, The Business Center at CTC, with the condition of a 100' setback on the Highway 42 frontage, seconded by **Rice**. Roll call vote.

Name	Vote
Chris Pritchard	Yes
Cary Tengler	Yes
Ann O'Connell	n/a
Jeff Moline	No
Steve Brauneis	n/a
Tom Rice	Yes
David Hsu	Yes
Motion passed/failed:	Pass

Motion passes 4-1.

Planning Commission– Public Hearing

Lot 1, Block 3, Business Center at CTC

Ordinance No. 1725 Series 2016 –

AN ORDINANCE APPROVING AN AMENDMENT TO THE BUSINESS CENTER AT CTC GENERAL DEVELOPMENT PLAN (GDP) AND REZONING FROM PCZC-C TO PCZD-I FOR LOT 1, BLOCK 3, BUSINESS CENTER AT CTC.

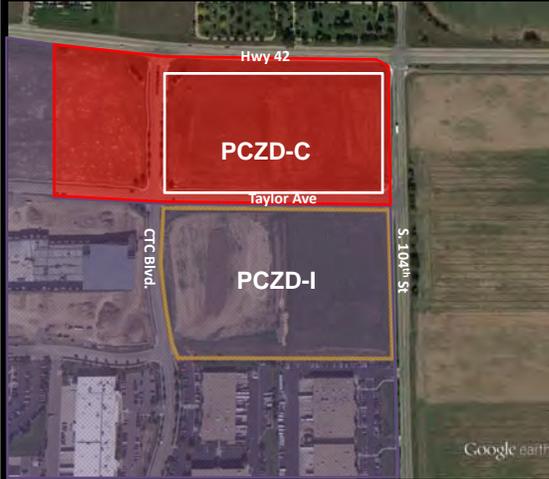
Prepared by:
Dept. of Planning & Building Safety

Lot 1, Block 3, Business Center at CTC



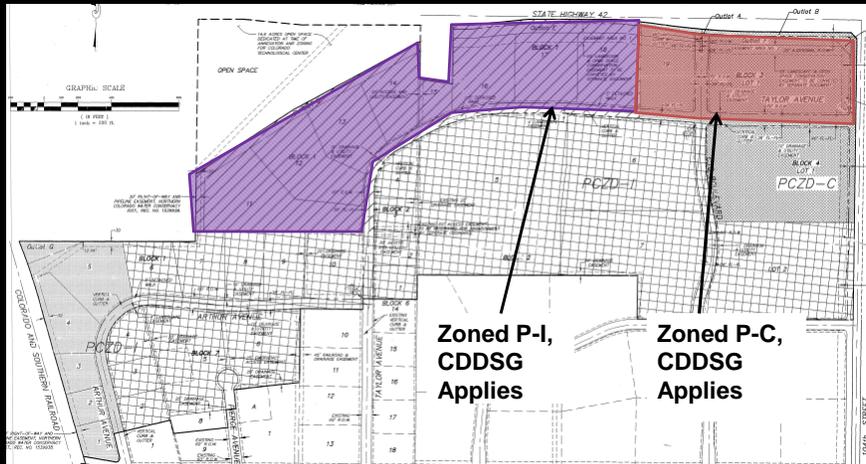
- Located in CTC
- Property zoned PCZD-C
- Requesting to rezone to PCZD-I
- Governed by Business Center at CTC GDP

Lot 1, Block 3, Business Center at CTC

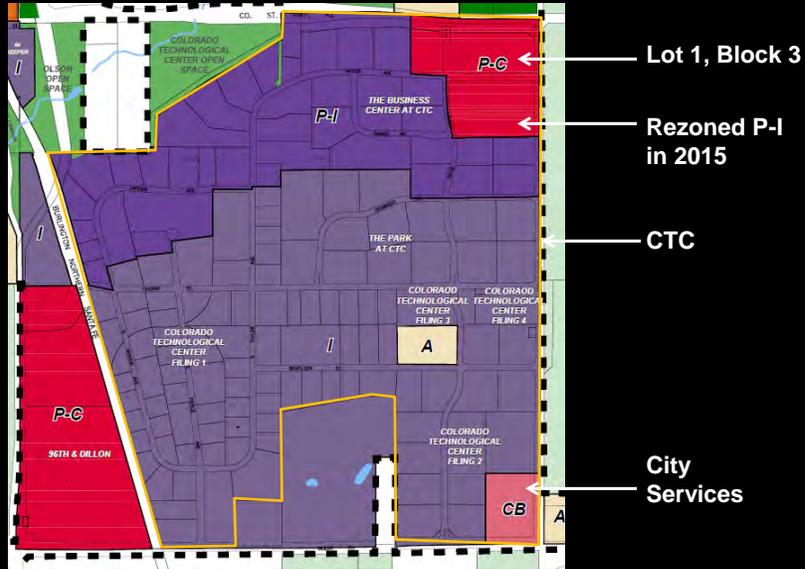


- Property to the south rezoned to PCZC-I last year
- CDDSG currently applies
- Applicant requests IDDSG to apply if approved

Lot 1, Block 3, Business Center at CTC



Lot 1, Block 3, Business Center at CTC



Lot 1, Block 3, Business Center at CTC

LMC Section 17.44.050 – Rezoning Criteria:

1. The land to be rezoned was zoned in error and as presently zoned is inconsistent with the policies and goals of the city's comprehensive plan;
2. The area for which rezoning is requested has changed or is changing to such a degree that it is in the public interest to encourage a redevelopment of the area;
3. The proposed rezoning is necessary in order to provide land for a community-related use which was not anticipated at the time of the adoption of the city's comprehensive plan, and such rezoning will be consistent with the policies and goals of the comprehensive plan; or
4. The rezoning would only permit development which, if evaluated as a proposed annexation under the annexation standards and procedures codified in title 16, would qualify for annexation.

Lot 1, Block 3, Business Center at CTC

LMC Section 16.32.030 – Annexation:

A. The comprehensive development plan of the city will be considered in determining whether an annexation will be approved.

D. Zoning of the area to be annexed shall be reasonable in terms of existing city zoning classifications and shall be considered by the city planning commission.

Lot 1, Block 3, Business Center at CTC

Staff recommends denial of Ordinance No. 1725, Series 2016, rezoning Lot 1, Block 3, Business Center at CTC and amending the Business Center at CTC General Development Plan.

If approved, staff recommends the following condition:

1. The Louisville Commercial Development Design Standards and Guidelines shall remain the applicable development standards for Lot 1, Block 3, Business Center at CTC.

Planning Commission recommended approval with the following condition:

1. Principal structures on Lot 1, Block 3, Business Center at CTC shall be set back at least 100 feet from the north property line.