

Please note the following changes have been made to the agenda in response to the Marshall Fire:

- **General Business item C has been added to the agenda pursuant to the Mayor's authority in Charter § 5-18(c).**
- **It is anticipated the City Council will table General Business items originally listed as items B-E. For those items that were scheduled for public hearing, new notice will be provided when they are rescheduled.**
- **Consent Agenda item H on the original agenda has been removed.**

City Council
Revised Agenda
Tuesday, January 4, 2022
Electronic Meeting
6:00 PM

This meeting will be held electronically. Residents interested in listening to the meeting or making public comments can join in one of two ways:

- 1) *You can call in to +1 408 638 0968 or 833 548 0282 (Toll Free), Webinar ID #845 6691 7608.*
- 2) *You can log in via your computer. Please visit the City's website here to link to the meeting: www.louisvilleco.gov/council*

The Council will accommodate public comments during the meeting. Anyone may also email comments to the Council prior to the meeting at Council@LouisvilleCO.gov.

1. CALL TO ORDER & ROLL CALL

2. APPROVAL OF AGENDA

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, translation services, 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.

3. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA AND ITEMS ON THE CONSENT 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.

4. CONSENT AGENDA

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

- A.** Approval of Bills
- B.** Approval of Designation of Places for Posting Notices for Public Meetings
- C.** Approval of a Special Meeting on January 11
- D.** Distribution of 2022 Open Government Pamphlet
- E.** Approval of Resolution No. 1, Series 2022 – A Resolution Approving a Cooperation Agreement in Connection with the Louisville Revitalization Commission for Façade Improvement Program
- F.** Approval of Election Services Agreement
- G.** Approval of A Sole Source Agreement with Columbia, Ltd for 2022 Search & Recruitment Services
- ~~**H.** Approval of Parks Maintenance and Management Plan Independent Contract~~
- ~~**H.** Approval of Resolution No. 5, Series 2022 – A Resolution to Change Ward Boundaries for the City of Louisville, Colorado to Conform to Constitutional Apportionment Requirements~~

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

6. CITY MANAGER'S REPORT

7. REGULAR BUSINESS

A. SWEARING IN OF MUNICIPAL JUDGE, PROSECUTING ATTORNEY, AND CITY ATTORNEY

B. MARSHALL FIRE UPDATE

- Council Comments
- Police Update
- Fire Update
- Incident Command Update
- City Manager Update
- Public Comments

C. RESOLUTION NO. 6, SERIES 2022 – A RESOLUTION PROVIDING FOR THE CONTINUATION OF THE DECLARATION OF LOCAL DISASTER EMERGENCY IN AND FOR THE CITY OF LOUISVILLE FOR THE MARSHALL FIRE

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

All items below are anticipated to be tabled to a later date

B. 841 JEFFERSON HISTORIC LANDMARKING AND PRESERVATION GRANT

i. RESOLUTION NO. 2, SERIES 2022 – A RESOLUTION DESIGNATING THE MOSSONI HOUSE LOCATED AT 841 JEFFERSON AVENUE A HISTORIC LANDMARK

ii. RESOLUTION NO. 3, SERIES 2022 – A RESOLUTION APPROVING A PRESERVATION AND RESTORATION GRANT FOR THE MOSSONI HOUSE LOCATED AT 841 JEFFERSON AVENUE

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

C. ORDINANCE NO. 1821, SERIES 2021 – AN ORDINANCE APPROVING A TENTH AMENDMENT TO THE CENTENNIAL VALLEY GENERAL DEVELOPMENT PLAN TO ALLOW A PRIVATE SCHOOL USE AT 168 CENTENNIAL PARKWAY – 2nd READING, PUBLIC HEARING (advertised *Daily Camera* 12/26/21)

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

**D. THE FOUNDRY GENERAL DEVELOPMENT PLAN AND
SUBDIVISION AGREEMENT**

- i. ORDINANCE NO. 1815, SERIES 2021 – AN
ORDINANCE APPROVING A SEVENTH AMENDMENT
TO THE TAKODA GENERAL DEVELOPMENT PLAN
TO ALLOW UP TO 59 DWELLING UNITS AND 20,000
SQUARE FEET OF COMMERCIAL DEVELOPMENT –
2nd READING, PUBLIC HEARING (advertised *Daily
Camera* 12/26/21)**
- ii. RESOLUTION NO. 4, SERIES 2022 – A RESOLUTION
APPROVING A SECOND AMENDMENT TO THE
FOUNDRY SUBDIVISION AGREEMENT TO REDUCE
THE REQUIREMENT FOR OCCUPANCY BY PERSONS
55 YEARS OF AGE AND OLDER FROM 24 DWELLING
UNITS TO 12 DWELLING UNITS**

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

**E. ORDINANCE NO. 1822, SERIES 2021 –AN ORDINANCE
AMENDING CHAPTER 3.24 OF THE LOUISVILLE MUNICIPAL
CODE REGARDING THE TAX AND FEE BUSINESS
ASSISTANCE PROGRAM– 2nd READING, PUBLIC HEARING
(advertised *Daily Camera* 12/26/21)**

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

- F. RESOLUTION NO. 5, SERIES 2022 – A RESOLUTION TO
CHANGE WARD BOUNDARIES FOR THE CITY OF
LOUISVILLE, COLORADO TO CONFORM TO
CONSTITUTIONAL APPORTIONMENT REQUIREMENTS**
- 8. CITY ATTORNEY’S REPORT**
- 9. COUNCIL COMMENTS, COMMITTEE REPORTS, AND
IDENTIFICATION OF FUTURE AGENDA ITEMS**
- 10. ADJOURN**



City Council

January 4, 2022
Packet Revised 1/3/22

New Items 7B & 7C

Additional Public Comments
added to
Foundry GDP Item

12/16/2021 12:04
BobbieJoE

|City of Louisville, CO
| DETAIL INVOICE LIST

|P 1
|apwarrnt

CASH ACCOUNT: 001000 101001

WARRANT: 121621 12/16/2021

VENDOR	VENDOR NAME	PURPOSE	AMOUNT
15243	CASTLE ROCK MICROWAVE LLC	Police FM Radio Station W	2,500.00
14621	CHAD ROOT	TRAVEL EXP	193.20
1115	COLONIAL LIFE INSURANCE	E9711888 DEC 2021 EMPLOYE	238.93
5255	FAMILY SUPPORT REGISTRY	Payroll Run 1 - Warrant 1	312.49
99999	WILLIAM FITZPATRICK	RETURNED ACH-PP25 2021	525.39
99999	SANDY ANDRETICH	TRAVEL EXPENSE FEB-DEC 20	246.40
99999	FRANK ROSS JR	UTILITY REFUND 553 FAIRFI	77.49
10951	PINNACOL ASSURANCE	WORKERS COMP PREM 1 OF 9	28,808.42
15268	PROJECT RESOURCES GROUP INC	Undergrounding of telecom	50,000.00
12234	SISTER CARMEN COMMUNITY CENTER	2021 ADDITIONAL GRANT FUN	5,000.00
10884	WORD OF MOUTH CATERING INC	SR MEAL PROGRAM 12/9-12/1	3,056.73
3875	XCEL ENERGY	NOV 21 METERED	626.20
3875	XCEL ENERGY	NOV 21 NON METERED	31,056.75
3875	XCEL ENERGY	NOV 21 FLASHERS	18.05
=====			=====
14 INVOICES			WARRANT TOTAL 122,660.05
=====			=====

12/22/2021 12:24
BobbieJoe

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|P 1
|apwarrnt

CASH ACCOUNT: 001000 101001

WARRANT: 122221 12/22/2021

VENDOR	VENDOR NAME	PURPOSE	AMOUNT
15142	BRANDON SHUPICK	GOLF INSTRUCTION REIMB	294.00
15214	BT CONSTRUCTION INC	2021 Watermain Replacemen	346,478.91
11298	DELTA DENTAL OF COLORADO	007562-0001 JAN 2022 EMPL	13,731.02
6455	KAISER PERMANENTE	05920-01-16 JAN 2022 EMPL	165,198.36
9750	LEGALSHIELD	#22554 DEC 2021 EMPLOYEE	456.55
99999	AUSTIN BROWN	REIMB FOR TRAVEL ICSC 202	297.37
99999	RONDA GRASSI AND NANCY WELCH	RELEASE OF PARTIAL IMPROV	33,875.00
8024	RC SPECIAL EVENTS	Special events - Labor Da	4,378.18
10351	US BANK	LRC PROPERTY TAX REV BOND	7,150.00
8442	VISION SERVICE PLAN	12059727 JAN 2022 EMPLOYE	2,758.99
10884	WORD OF MOUTH CATERING INC	SR MEAL PROGRAM 12/16-12/	3,713.91
=====			=====
11 INVOICES			WARRANT TOTAL 578,332.29
=====			=====

12/28/2021 11:48
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|P 1
|apwarnt

CASH ACCOUNT: 001000 101001

WARRANT: 010422 01/04/2022

VENDOR	VENDOR NAME	PURPOSE	AMOUNT
15067	A.D.E. CAPITAL LLC	32192	453.60
15067	A.D.E. CAPITAL LLC	32193	567.00
15080	ACTIVE MINDS	ADULT PROGRAM	210.00
12890	ADAMSON POLICE PRODUCTS	JACKET	143.76
12890	ADAMSON POLICE PRODUCTS	NAME STRIPS MULTI OFFICER	84.00
14669	AG INVESTIGATIONS LLC	PRE EMPLOYMENT	1,000.00
11455	APC CONSTRUCTION CO LLC	HYDRANT METER RETURN	2,500.00
10801	BADGER METER INC	2021 Water Meter Purchase	6,635.65
500	BAKER AND TAYLOR	ADULT BOOKS & MEDIA	22.00
500	BAKER AND TAYLOR	ADULT BOOKS & MEDIA	95.10
14730	BLUE 360 MEDIA LLC	CRS Books for Officers	3,117.51
640	BOULDER COUNTY	2021 COORDINATED ELECTION	31,182.00
7706	BRANNAN SAND & GRAVEL CO LLC	2021 Asphalt Hot Mix	229.32
7706	BRANNAN SAND & GRAVEL CO LLC	2021 Asphalt Hot Mix	224.53
15214	BT CONSTRUCTION INC	HYDRANT METER RETURN	2,500.00
14461	C & R ELECTRICAL CONTRACTORS I	TROUBLESHOOT	2,179.83
10900	CAROL CREECH	ADA	145.00
248	CDW GOVERNMENT	SIGNATURE PAD AND CABLE F	101.54
248	CDW GOVERNMENT	DVI ADAPTERS	65.92
248	CDW GOVERNMENT	DVI ADAPTERS CREDIT MEMO	-65.92
14036	CENTER COPY BOULDER INC	signs	25.77
14036	CENTER COPY BOULDER INC	SIGNS	447.74
10773	CENTRIC ELEVATOR CORP	ELEVATOR MAINT PC	289.66
10773	CENTRIC ELEVATOR CORP	ELEVATOR MAINT LI	566.91
10773	CENTRIC ELEVATOR CORP	ELEVATOR MAINT RSC	331.33
10773	CENTRIC ELEVATOR CORP	ELEVATOR MAINT CH	341.39
2220	CHEMTRADE CHEMICALS US LLC	Aluminum Sulfate for wate	4,781.97
1120	COLORADO ANALYTICAL LABORATORI	INFLUENT WEEKLY	116.50
1120	COLORADO ANALYTICAL LABORATORI	REG 85 MONTHLY	367.20
1120	COLORADO ANALYTICAL LABORATORI	EFFLUENT MONTHLY	629.10
1120	COLORADO ANALYTICAL LABORATORI	INFLUENT MONTHLY	235.80
1120	COLORADO ANALYTICAL LABORATORI	SOLIDS MONTHLY	258.00
1120	COLORADO ANALYTICAL LABORATORI	INFLUENT WEEKLY	116.50

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|P 2
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CASH ACCOUNT: 001000 101001

WARRANT: 010422 01/04/2022

VENDOR	VENDOR NAME	PURPOSE	AMOUNT
1120	COLORADO ANALYTICAL LABORATORI	INFLUENT WEEKLY	76.50
1250	COLORADO MUNICIPAL LEAGUE	2022 MEMBERSHIP DUES	21,097.00
14894	COMMUNITY REACH CENTER INC	NOV 21 PROJECT EDGE	12,824.11
13162	CORE & MAIN LP	2021 Utility Parts	671.30
13162	CORE & MAIN LP	2021 Utility Parts	1,852.83
13207	CTC I OWNERS ASSOCIATION INC	CTCOA DUES 734 CTC	287.82
13207	CTC I OWNERS ASSOCIATION INC	CTCOA DUES 739 S 104TH	702.21
13207	CTC I OWNERS ASSOCIATION INC	CTCOA DUES 712 CTC	252.32
12428	CUMMINS SALES AND SERVICE	NORTH PLANT GENERATOR MAI	1,975.98
15149	DENALI WATER SOLUTIONS LLC	Biosolids Hauling- WWTP	2,113.93
13929	DHE COMPUTER SYSTEMS LLC	MONITOR WARRANTIES	33.68
6761	FARIS MACHINERY CO	UNIT 3426 HOSE ELEC	151.48
13615	FELSBURG HOLT & ULLEVIG INC	SBR Access Plan Professio	3,207.50
1175	GEORGE T SANDERS COMPANY	PC TOILET REPAIR PARTS	84.17
2310	GRAINGER	HVAC CS	174.60
246	GREEN MILL SPORTSMAN CLUB	SHOOTING RANGE 11/23/21	150.00
2405	HACH COMPANY	STABLCAL SET	1,182.91
2415	HARCROS CHEMICALS INC	Salt for Water Treatment	465.50
15228	IDEMIA IDENTITY & SECURITY USA	Livescan machine	17,382.00
15261	WESTERN PAPER DISTRIBUTORS	JANITORIAL AC	108.17
15261	WESTERN PAPER DISTRIBUTORS	JANITORIAL LI	417.38
15261	WESTERN PAPER DISTRIBUTORS	JANITORIAL RC	2,373.46
15261	WESTERN PAPER DISTRIBUTORS	JANITORIAL PD	109.51
15261	WESTERN PAPER DISTRIBUTORS	JANITORIAL CS	378.84
15261	WESTERN PAPER DISTRIBUTORS	JANITORIAL CH	343.64
15261	WESTERN PAPER DISTRIBUTORS	CUSTODIAL PD	16.11
15261	WESTERN PAPER DISTRIBUTORS	BREAKROOM CH	45.77
15261	WESTERN PAPER DISTRIBUTORS	CUSTODIAL AC	16.11
9710	INDUSTRIAL CHEMICALS CORP	SWTP HYDROCHLORIC ACID	238.50
13280	INSIGHT PUBLIC SECTOR INC	LICENSING FOR NORTH WATER	487.32
15056	INTEGRATED SOLUTIONS ENGINEERI	ON SITE SUPPORT	2,088.20

12/28/2021 11:48
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|P 3
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CASH ACCOUNT: 001000 101001

WARRANT: 010422 01/04/2022

VENDOR	VENDOR NAME	PURPOSE	AMOUNT
15056	INTEGRATED SOLUTIONS ENGINEERI	REUSE TURBIDMETER INSTALL	2,355.70
15056	INTEGRATED SOLUTIONS ENGINEERI	CENTRIFUGE CONTROL	793.20
15056	INTEGRATED SOLUTIONS ENGINEERI	ON SITE SUPPORT	1,903.20
14239	JC GOLF ACCESSORIES	2021 Resale Merchandise -	230.63
14219	KIMLEY-HORN AND ASSOCIATES INC	TMP Underpass Design	22,757.00
14219	KIMLEY-HORN AND ASSOCIATES INC	Future 42-Connecting Peop	27,448.95
15273	LEAH FRANKS	REIMBURSEMENT GLASS AWARD	141.38
14592	LIVE OAK BANK	CEC SOLAR#1133 PREM#30086	4,776.31
5432	LOUISVILLE FIRE PROTECTION DIS	TRANSPORT	250.00
10630	MARVS QUALITY TOWING INC	TOW FOR ACCIDENT 21-2301	130.00
15274	MORGAN MINOR	EMERGENCY SEWER CLEANING	3,450.00
3420	MOTOROLA SOLUTIONS INC	Radio for burned patrol c	5,883.80
13926	NICOLETTI-FLATER ASSOCIATES PL	COUNSELING AND PRE EMPLOY	3,310.00
13597	NORTH LINE GIS LLC	2021 GIS Consulting Servi	2,376.00
14648	OCCUPATIONAL HEALTH CENTERS OF	DOT RECERT	147.50
15267	OE CONSTRUCTION CORP	Emergency Water Main Repa	4,823.40
99999	KATHLEEN WARD	REIM SKY SCULPT PURCHASE	86.36
99999	JANENE ECKELBERRY	CREDIT REFUND REC CENTER	36.00
13986	OPEN MEDIA FOUNDATION	DEC 21 MEETING WEBSTREAMI	500.00
13649	OVERDRIVE INC	ADULT EMATERIALS	62.90
13649	OVERDRIVE INC	ADULT EMATERIALS	62.90
13649	OVERDRIVE INC	ADULT EMATERIALS	186.78
13649	OVERDRIVE INC	ADULT EMATERIALS	250.00
13662	PATRIOT TREE COMPANY	TREE REMOVAL	1,800.00
14675	POINT AND PAY LLC	NOV 21 CREDIT CARD FEES	6,608.69
700	PRAIRIE MOUNTAIN MEDIA	PD PUBLIC NOTICE	23.50
15234	RAWHIDE FIRE HOSE	STORMWATER WASHBAY	828.86
13893	REBECCA TSUI	TC FEES	2,373.00
15200	REYNOLDS CONSTRUCTION LLC	SWSP Expansion	91,241.69

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|P 4
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CASH ACCOUNT: 001000 101001

WARRANT: 010422 01/04/2022

VENDOR	VENDOR NAME	PURPOSE	AMOUNT
4230	SEACREST GROUP	WET TESTING	2,130.00
15257	SOILOGIC INC	PD SOIL TEST CARPORT	1,350.00
4365	SOUTH BOULDER & COAL CREEK IRR	2021 ASSESS S BLDR AND CO	1,538.75
7595	SOUTH BOULDER & COAL CREEK 1ST	S BLDR AND COAL CREEK 1ST	671.00
15161	STANLEY CONSULTANTS INC	104th St. Trail Connectio	80,371.36
4100	TERMINIX	PEST CONTROL	541.00
11087	UNITED SITE SERVICES OF COLORA	TOILET RENTAL	251.60
6509	USA BLUEBOOK	SALT BRIDGES	327.00
6509	USA BLUEBOOK	CHEMICAL TANK AND STAND	1,266.16
6509	USA BLUEBOOK	SADDLE CLAMP	81.95
11053	WATER TECHNOLOGY GROUP	RAS MOTOR VFD WORK	937.86
11053	WATER TECHNOLOGY GROUP	RAS MOTOR VFD WORK	317.64
14373	WEIFIELD GROUP CONTRACTING INC	GENERATOR FUSE REPAIR	504.00
14373	WEIFIELD GROUP CONTRACTING INC	PUMP STARTER REPLACEMENT	2,156.50
=====			
	107 INVOICES	WARRANT TOTAL	408,490.13
=====			

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

DATE: JANUARY 4, 2022

PRESENTED BY: MEREDYTH MUTH, CITY CLERK

SUMMARY:

Section 24-6-402(2)(c) of the Colorado Open Meetings Law requires all public bodies of the City designate the public place or places for posting of notices of public meetings. The designation must be made at the local body's first regular meeting of each calendar year. Staff requests City Council approve the following locations for the posting of meeting notices for 2022:

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

Pursuant to the Home Rule Charter, meeting notices and agendas are also published on the City's web site at www.LouisvilleCO.gov.

FISCAL IMPACT:

N/A

PROGRAM/SUB-PROGRAM IMPACT:

This helps meet the goal of the Governance & Administration Sub-Program to ensure transparent governance.

RECOMMENDATION:

Approve designation of posting locations as listed above.

ATTACHMENTS:

None.

SUBJECT: ANNUAL DESIGNATION OF POSTING LOCATIONS**DATE: JANUARY 4, 2022****PAGE 2 OF 2****STRATEGIC PLAN IMPACT:**

☐	 Financial Stewardship & Asset Management	☒	 Reliable Core Services
☐	 Vibrant Economic Climate	☐	 Quality Programs & Amenities
☒	 Engaged Community	☐	 Healthy Workforce
☐	 Supportive Technology	☐	 Collaborative Regional Partner

SUBJECT: APPROVAL OF A SPECIAL MEETING ON JANUARY 11

DATE: JANUARY 4, 2022

PRESENTED BY: MEREDYTH MUTH, CITY CLERK

SUMMARY:

Staff recommends changing the January 11 study session to a special meeting for finalization of the 2022 work plan.

FISCAL IMPACT:

N/A

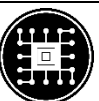
RECOMMENDATION:

Approve January 11 as a Special Meeting.

ATTACHMENT(S):

None

STRATEGIC PLAN IMPACT:

☐	 Financial Stewardship & Asset Management	☒	 Reliable Core Services
☐	 Vibrant Economic Climate	☐	 Quality Programs & Amenities
☒	 Engaged Community	☐	 Healthy Workforce
☐	 Supportive Technology	☐	 Collaborative Regional Partner

SUBJECT: DISTRIBUTION OF 2022 OPEN GOVERNMENT PAMPHLET

DATE: JANUARY 4, 2022

PRESENTED BY: MEREDYTH MUTH, CITY CLERK

SUMMARY:

Section 4-16 (b) of the Home Rule Charter requires the City to “publish and update a pamphlet or other summary of Articles 4 and 5 of this Charter, and other laws relating to citizen participation in municipal government.” The pamphlet or summary shall be provided to each member of a public body at its first meeting of the calendar year.”

FISCAL IMPACT:

N/A

PROGRAM/SUB-PROGRAM IMPACT:

This helps meet the goal of the Governance & Administration Sub-Program to ensure transparent governance.

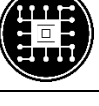
RECOMMENDATION:

N/A

ATTACHMENTS:

None.

STRATEGIC PLAN IMPACT:

☐		Financial Stewardship & Asset Management	☒		Reliable Core Services
☐		Vibrant Economic Climate	☐		Quality Programs & Amenities
☒		Engaged Community	☐		Healthy Workforce
☐		Supportive Technology	☐		Collaborative Regional Partner



Open Government & Ethics Pamphlet 2021

City Clerk's Office
749 Main Street
Louisville CO 80027



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Participation in Government

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

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

City Council Meetings:

- Regular meetings are generally held on the first and third Tuesdays of each month at 6:00 PM in the City Council Chambers, located on the second floor of City Hall, 749 Main Street or held electronically;
- Study sessions are generally held on the second and fourth Tuesdays of each month at 6:00 PM in the Library Meeting Room, located on the first floor of the Library, 951 Spruce Street or held electronically;
- Regular meetings are broadcast live on Comcast Cable Channel 8 and are available on demand on the City's website the morning following the meeting;
- Special meetings may be held occasionally on specific topics. Agendas are posted a minimum of 48 hours prior to the meeting;
- Under specific circumstances the Council may meet electronically; public participation is available via computer or phone for electronic meetings.

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

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

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

- Louisville Public Library Reference Area, 951 Spruce Street,
- City Clerk's Office, City Hall, 749 Main Street,
- City website at www.LouisvilleCO.gov

You may receive eNotifications of City Council news as well as meeting agendas and summaries of City Council actions by registering for eNotifications on the City's web site at www.LouisvilleCO.gov.

Meeting minutes of all regular and special meetings are available in the City Clerk's office and on the City's website (www.LouisvilleCO.gov) once they are approved.

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

Communicating Directly with the Mayor and City Council Members

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

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

Mayor or City Council Elections

City Council members are elected from three Wards within the City and serve staggered four-year terms. There are two Council representatives from each ward. The mayor is elected at-large and serves a four-year term. City Council elections are held in November of odd-numbered years. For information about City elections, including running for City Council, please contact the City Clerk's Office, City Hall, 749 Main Street, or call 303.335.4536.

Serving as an Appointed Member on a City Board or Commission

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

- Board of Adjustment
- Building Code Board of Appeals
- Cultural Council
- Historic Preservation Commission
- Historical Commission
- Library Board of Trustees
- Local Licensing Authority
- Open Space Advisory Board
- Parks & Public Landscaping Advisory Board

- Planning Commission
- Recreation Advisory Board
- Revitalization Commission
- Sustainability Advisory Board
- Youth Advisory Board

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

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

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

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

- Louisville Public Library Reference Area, 951 Spruce Street,
- City Clerk's Office, City Hall, 749 Main Street
- City web site at www.LouisvilleCO.gov

Planning Commission

The Planning Commission evaluates land use proposals against zoning laws and holds public hearings as outlined in City codes. Following a public hearing, the Commission makes a recommendation of approval or denial to the City Council for all land use proposals.

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

Open Government Training

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

Open Meetings

The City follows the Colorado Open Meetings Law ("Sunshine Law") as well as additional open meetings requirements found in the City's Home Rule Charter. These rules and practices apply to the City Council and ap-

pointed Boards and Commissions (referred to as a "public bodies" for ease of reference). Important open meetings rules and practices include the following:

Regular Meetings

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

All meetings of public bodies must be held in public buildings and public facilities accessible to all members of the public. Meetings may be held electronically under specific circumstances.

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

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

Study Sessions

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

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

Executive Sessions

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

Timing and Procedures

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

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

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

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

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

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

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

Authorized Topics

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

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

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

Ethics

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

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

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

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

Conflicts of Interest

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

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

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

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

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

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

Contracts

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

Gifts and Nepotism

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

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

Other Ethics Rules of Interest

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

Disclosure, Enforcement, and Advisory Opinions

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

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

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

Citizens are encouraged to contact the City Clerk’s Office with any questions about the City’s Code of Ethics or to request a copy. A copy of the Code is also available at the City’s website (www.LouisvilleCO.gov).

Other Laws on Citizen Participation in Government

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

Initiative and Referendum

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

Public Hearings

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

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

liquor licenses. Anyone may provide comments during these hearings.

Public Records

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

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

Many records, particularly those related to agenda items for City Council and current Board and Commission meetings, are available directly on the City's website (www.LouisvilleCO.gov). In addition to posting agenda-related material, the City maintains a communication file (email) for the City Council which is available on the City's website (www.LouisvilleCO.gov).

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

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

Public Involvement Policy

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

Guiding Principles for Public Involvement

Inclusive not Exclusive - Everyone's participation is welcome. Anyone with a known interest in the issue will be identified, invited and encouraged to be involved early in the process.

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

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

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

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

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

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

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

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

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

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

Roles and Responsibilities - City Council

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

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

Roles and Responsibilities - City Staff and Advisory Boards

The City should be designed and run to meet the needs and priorities of its citizens. Staff and advisory boards must ensure the Guiding Principles direct their work. In addition to the Guiding Principles, staff and advisory boards are responsible for:

- ensuring that decisions and recommendations reflect the needs and desires of the community as a

whole;

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

All Participants

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

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

Updated December 2021

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

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

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

SUBJECT: APPROVAL OF RESOLUTION NO. 1, SERIES 2022 – A
RESOLUTION APPROVING A COOPERATION AGREEMENT
BETWEEN THE CITY OF LOUISVILLE AND THE LOUISVILLE
REVITALIZATION COMMISSION FOR A FAÇADE
IMPROVEMENT PROGRAM

DATE: JANUARY 4, 2022

PRESENTED BY: AUSTIN BROWN, ECONOMIC VITALITY SPECIALIST
MEGAN E. PIERCE, ECONOMIC VITALITY DIRECTOR

SUMMARY:

In 2021, the Louisville Revitalization Commission (LRC) identified a Façade Improvement Program as a high priority project. In December 2021, staff presented the LRC with a proposed program. The LRC was supportive of advancing the program, which is outlined below, for City Council consideration, with the goal of opening the program for applications in Q1 2022.

DISCUSSION:

The goal of the Façade Improvement Program is to encourage investment in permanent exterior building face improvements that meet design regulations for properties located within the Highway 42 Urban Renewal Area (URA). This investment will result in improved aesthetics within downtown Louisville—attracting more customers to shop, dine, and conduct business—and will facilitate additional private property investment in maintenance and infrastructure. The 2022 LRC budget includes a total of \$250,000 to be awarded as part of the Façade Improvement Program.

The proposed program will require businesses to submit an electronic application, which would first be reviewed by staff. This review will include a determination of other approvals that may be required as well as allow staff to prepare a recommendation for the Commission outlining whether the property and proposed improvements are eligible to receive funding. Improvements to buildings built before 1955 will require a Historic Preservation Commission (HPC) review; some improvements may also trigger the need for a Planned Unit Development (PUD) amendment and/or building permit. Economic Vitality staff will be the ombudsman to direct these other potential approvals in coordination with Planning staff.

With staff's recommendation, LRC will consider an application for approval. Commissioners directed that matching funds would be done on a tiered basis so that a higher level of "match" or reimbursement is given for smaller projects. This structure also considers the level of investment being proposed by the business or property owner, as outlined below:

- Eligible project costs up to \$15,000: 100% reimbursable
- Eligible project costs between \$15,000.01 - \$50,000: 75% reimbursable
- Eligible project costs between \$50,000.01 - \$100,000: 50% reimbursable
- Eligible project costs above \$100,000.01: Reviewed for matching funding on a case-by-case basis

Except for projects proposed where the total costs exceed \$100,000, the LRC would match funding between 50% and 100%, up to \$50,000 total funding. If LRC approves the project, the applicant and LRC will execute an agreement. All awards will be made on a reimbursement basis.

To ensure that an application contributes to the facade enhancement that this program is intended to promote, all requests must include eligible exterior improvements to the existing building. Eligible improvements may include exterior painting, exterior signage, exterior lighting, restoration of masonry, alleyway and parking lot improvements, outdoor dining, and installation or repair of doors or windows. Staff recommends that work that was completed prior to application, work that is covered by insurance, and work that is not compatible with the original character of the building or neighborhood be ineligible for reimbursement.

The implementation of a Façade program requires a Cooperation Agreement between the City of Louisville and the LRC. A Cooperation Agreement (*Attachment #2*), prepared by the City Attorney, would allow the LRC to conduct this program, based on annual funding allocation in its budget (which is also approved by the City). The City Attorney also prepared a template “Façade Improvement Grant Agreement” (*Attachment #3*) which would be utilized with each applicant. The LRC would approve and execute each applicant agreement within the allocated funding and annually report on the approved projects to the City Council. Although funding would need to be specified and budgeted for the program each year, the Agreement would not need to be renewed unless the LRC desired to amend the process outlined.

If City Council wishes to adopt the Cooperation Agreement, the City Attorney has also prepared a Resolution (*Attachment #1*).

Below is a more complete summary of how the Façade Improvement Program would be administered and approved with coordination between staff and the LRC. A diagram of the general workflow and process envisioned is included as *Attachment #4*.

Application

Applications will be reviewed and presented for approval in the order that they are received. More substantial project scopes may require additional project information, such as drawings or material samples. The Commission may choose not to consider program funding for any applicants that have already received funding in the last 12 month period. A completed application must include:

- Detailed project narrative;
- Pictures of existing façade;
- Proposed building elevations;
- Cut sheets of windows;
- W9 for business entity;
- Estimated cost of improvements; and
- Confirmation of year building constructed.

Additionally, the application should indicate which eligible exterior improvements are being proposed. Staff suggests that the following elements be considered eligible for funding:

- Restoration and cleaning of masonry (brick, stone and concrete);
- Repair or replacement of windows (historic windows should be repaired);
- Lighting attached to the building;
- Restoration and repair of original architectural details;
- Removal of inappropriate façade materials;
- Installation or repair of awnings or canopies;
- Improvements to alley entryways;
- Parking lot/infrastructure improvements that are accessible to the general public (landscaping, bike racks, etc.);
- Creation of or improvements to outdoor seating areas (only permanent changes, not including furniture or fixtures);
- Repair or replacement of primary/main doors;
- Painting (when determined to be of an appropriate nature for the character of the property and neighborhood);
- Permanent or reusable signage that meets sign code requirements (when determined to be of an appropriate nature for the character of the property and neighborhood); and
- Zoning review fees or architectural costs.

If a commercial tenant, rather than the building owner is the applicant to the Façade Improvement Program, staff will request permission from the property owner before proceeding with an application.

Improvements already completed are not eligible for façade improvement funding, but applicants may request program funding for eligible improvement work already in progress. To be considered, an applicant must have already obtained the appropriate City permits and zoning approvals. The work cannot be completed before the application is considered by the LRC.

Economic Vitality Review

Economic Vitality (EV) reviews application for completeness. If building was built prior to 1955, EV will send the request to the Historical Preservation Commission (HPC) for

review. EV and Planning staff will provide resources to help the applicant determine when the building was built. If the project involves “substantial changes” that would require a planning process, then EV will send to Planning for review. EV prepares a recommendation for LRC consideration at its next regular meeting. If there are any specific standards Commissioners would like staff to consider, other than the eligible improvements and requested materials, it would be helpful to review those at this stage.

HPC Review (if necessary)

HPC reviews all projects involving buildings that were built prior to 1955. Landmarked properties are not eligible for Façade Improvement Program funding. HPC approval must be given before request can move forward to the LRC. HPC review may occur at the Subcommittee or full Commission level. Staff estimates there are less than 10 commercial properties within the Highway 42 URA that would be subject to HPC review.

Planning Review (concurrent with LRC review)

EV and Planning staff will coordinate to determine if the proposed scope of work requires one of the following additional zoning/building processes:

- Building permit;
- Administrative Planned Unit Development (PUD) Amendment; or
- PUD Amendment requiring approval by both Planning Commission and City Council.

Additional information on the HPC and PUD Amendment process is included in *Attachment #5*. Staff suggests the PUD process be permitted to run concurrent and after the LRC’s review, because it would otherwise delay learning if the Commission wants to advance the project. If a building permit is required, the process will ensure one is completed before any funding is released.

LRC Review

The LRC will review each proposed façade improvement project. Staff suggests encouraging, but not requiring, the applicant to attend this presentation and review. The LRC will have the final authority to approve or deny a project. If an application is approved, a project agreement will be prepared and executed. If an application is denied by LRC, the project terminates and it will not be eligible to receive any Façade Improvement Program funding. Staff would prepare a formal notification to the applicant and convey the reasons for denial. Denial of one application would not prevent an applicant from making a future application.

If an application is received after the LRC has allocated all of the Façade Improvement Program funding for the calendar year, the Commission can still proceed with the project as long as there is available fund balance. The Commission would then need to approve a budget amendment to recognize the increase in funding and share this with City Council in the annual report.

Agreement with Applicant

If LRC approves the request, the applicant and LRC will enter into a project agreement formalizing the LRC's approval and providing the terms of reimbursement—including eligible improvements, maximum funding, and project timeline. If an applicant refuses to sign an agreement, the project does not advance. The agreement also contains a termination clause to protect the LRC if the applicant does not complete the project in a timely manner or does not complete the improvements as specified.

Reimbursement

Following the formal agreement and completion of the project, EV staff will verify all approvals and permit completions. The LRC would then reimburse the applicant based on the structure of the agreement, which will request proof of paid project receipts within 30 days of completion. The reimbursement amount will be based on the actual value of the project as verified by the submitted receipts and permits.

If City Council approves the Resolution and Cooperation Agreement, the Façade Improvement Program will return to the Louisville Revitalization Commission for final approval. It is anticipated this will occur at the January 12, 2022 meeting.

RECOMMENDATION:

The Louisville Revitalization Commission recommends approval of the Cooperation Agreement for its Façade Improvement Program as well as approval of the form of the Façade Improvement Grant Agreement.

FISCAL IMPACT:

The LRC's 2022 budget was approved by City Council on November 1, 2021 and includes \$250,000 for Façade Improvement Programming.

PROGRAM/SUB-PROGRAM IMPACT:

The proposed project supports the Economic Prosperity Program goal of promoting a thriving business climate and facilitating investment in the Urban Renewal Area.

RECOMMENDATION:

The LRC recommends City Council approve the attached Resolution and Cooperation Agreement to fund Front Street Sidewalk Connectivity Improvements.

ATTACHMENTS:

1. Resolution
2. Cooperation Agreement
3. Façade Improvement Grant Agreement
4. Process Diagram
5. Historic Preservation Commission and Planned Unit Development Amendment Process Information

SUBJECT: RESOLUTION NO. 1, SERIES 2022

DATE: JANUARY 4, 2022

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STRATEGIC PLAN IMPACT:

☒	 Financial Stewardship & Asset Management	☐	 Reliable Core Services
☒	 Vibrant Economic Climate	☐	 Quality Programs & Amenities
☐	 Engaged Community	☐	 Healthy Workforce
☐	 Supportive Technology	☐	 Collaborative Regional Partner

**RESOLUTION NO. 1
SERIES 2022**

**A RESOLUTION APPROVING A COOPERATION AGREEMENT IN CONNECTION
WITH THE LOUISVILLE REVITALIZATION COMMISSION FOR FAÇADE
IMPROVEMENT PROGRAM**

WHEREAS, the City is a home-rule city and municipal corporation duly organized and existing under and pursuant to Article XX of the Colorado Constitution and Charter of the City (the “Charter”); and

WHEREAS, the LRC is a public body corporate and politic authorized to transact business and exercise its powers as an urban renewal authority under and pursuant to the Colorado Urban Renewal Law, Part 1 of Article 25 of Title 31, C.R.S. (the “Act”); and

WHEREAS, the LRC has developed a Façade Improvement Program to incentivize private property investment resulting in improved aesthetics within the Highway 42 Revitalization Area (the “Plan Area”), with the goal of attracting more customers to Downtown Louisville in furtherance of the local economy (the “Program”); and

WHEREAS, under the Program, eligible applicants may apply to the LRC for a grant to offset a certain percentage of eligible improvement costs as established by the LRC; and

WHEREAS, applications will first be reviewed by the Economic Vitality Department for completeness and scope of work, and then by the LRC for a determination of approval or denial; and

WHEREAS, applications may be referred to appropriate City departments, the Historic Preservation Commission, and the City Council, when required pursuant to the Louisville Municipal Code (the “Code”); and

WHEREAS, the LRC has budgeted \$250,000 for the Program in 2022, and will adjust the Program budget in future years as may be necessary or appropriate for the Program’s success, subject to City Council approval in accordance with that certain Amended and Restated Cooperation Agreement between the Parties, dated as of April 15, 2011 (the “2011 Cooperation Agreement”); and

WHEREAS, businesses eligible for participation in the Program are those located within the Plan Area described in the Highway 42 Revitalization Area Urban Renewal Plan (the “Plan”); and

WHEREAS, the Program will address blight within the Plan Area by incentivizing improved façade aesthetics, with the goal of attracting customers to Downtown Louisville, all in furtherance of the purposes of the Act and Plan; and

WHEREAS, the Plan provides for financing the activities and undertakings of the LRC by means of property tax allocation or tax increment financing (“Property Tax TIF”) in accordance with Section 31-25-107(9) of the Act; and

WHEREAS, the LRC’s annual budget for the Program will be limited to certain Property Tax TIF revenue available to the LRC after payment of (i) LRC operating, administrative, consulting, and other costs (“Operating Expenses”), and (ii) any prior financial obligations of the LRC, including but not limited to any (a) existing bonded indebtedness, and (b) amounts required to be paid out of the LRC’s special fund under existing agreements to which the LRC is a party (“Prior Financial Obligations”); and

WHEREAS, the Act and Section 18, Article XIV of the Colorado Constitution authorize the City and the LRC to enter into cooperation agreements, and there has been prepared a Cooperation Agreement to set forth the Parties’ agreement as to Program funding, administration, support services, review processes, costs and expenses, reporting duties, and other related items.

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

Section 1. The proposed Cooperation Agreement between the City of Louisville and the Louisville Revitalization Commission (the “Agreement”), regarding the LRC’s Façade Improvement Program (the “Program”), a copy of which is attached hereto and incorporated herein by this reference, is hereby approved.

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

Section 3. The Mayor, City Manager and City Staff are authorized to do all things necessary on behalf of the City to perform the obligations of the City under the Agreement, and are further authorized to execute and deliver any and all documents necessary to accomplish the terms, conditions and provisions of the Agreement.

PASSED AND ADOPTED this 4th day of January, 2022.

Ashley Stolzmann, Mayor

ATTEST:

Meredyth Muth, City Clerk

**COOPERATION AGREEMENT
LRC Façade Improvement Program**

This Cooperation Agreement is made as of _____, 20____, by and between the CITY OF LOUISVILLE, COLORADO (the “City”) and the LOUISVILLE REVITALIZATION COMMISSION (the “LRC”). The City and the LRC are sometimes referred to herein individually as a Party and collectively as the Parties.

RECITALS

A. The City is a home-rule city and municipal corporation duly organized and existing under and pursuant to Article XX of the Colorado Constitution and Charter of the City (the “Charter”).

B. The LRC is a public body corporate and politic authorized to transact business and exercise its powers as an urban renewal authority under and pursuant to the Colorado Urban Renewal Law, Part 1 of Article 25 of Title 31, C.R.S. (the “Act”).

C. The LRC has developed a Façade Improvement Program to incentivize private property investment resulting in improved aesthetics within the Highway 42 Revitalization Area (the “Plan Area”), with the goal of attracting more customers to Downtown Louisville in furtherance of the local economy (the “Program”); and

D. Under the Program, eligible applicants may apply to the LRC for a grant to offset a certain percentage of eligible improvement costs as established by the LRC.

E. Applications will first be reviewed by the Economic Vitality Department for completeness and scope of work, and then by the LRC for a determination of approval or denial.

F. Applications may be referred to appropriate City departments, the Historic Preservation Commission, and the City Council, when required pursuant to the Louisville Municipal Code (the “Code”).

G. The LRC has budgeted \$250,000 for the Program in 2022, and will adjust the Program budget in future years as may be necessary or appropriate for the Program’s success, subject to City Council approval in accordance with that certain Amended and Restated Cooperation Agreement between the Parties, dated as of April 15, 2011 (the “2011 Cooperation Agreement”).

H. Businesses eligible for participation in the Program are located within the Plan Area described in the Highway 42 Revitalization Area Urban Renewal Plan (the “Plan”).

I. The Program will address blight within the Plan Area by incentivizing improved façade aesthetics, with the goal of attracting customers to Downtown Louisville, all in furtherance of the purposes of the Act and Plan.

J. The Plan provides for financing the activities and undertakings of the LRC by means of property tax allocation or tax increment financing (“Property Tax TIF”) in accordance with Section 31-25-107(9) of the Act.

K. The Parties intend that the LRC’s annual budget for the Program be limited to certain Property Tax TIF revenue available to the LRC after payment of (i) LRC operating, administrative, consulting, and other costs (“Operating Expenses”), and (ii) any prior financial obligations of the LRC, including but not limited to any (a) existing bonded indebtedness, and (b) amounts required to be paid out of the LRC’s special fund under existing agreements to which the LRC is a party (“Prior Financial Obligations”).

L. The Act and Section 18, Article XIV of the Colorado Constitution authorize the Parties to enter into cooperation agreements, and the Parties desire to enter into this Cooperation Agreement to set forth the Parties’ agreement as to Program funding, administration, support services, review processes, costs and expenses, reporting duties, and other related items.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing and the following terms and conditions, the Parties agree as follows:

1. Program Administration & Budget. The LRC will develop and administer the Program with Property Tax TIF revenue derived from the Plan Area and deposited in the LRC’s special fund upon receipt from the Treasurer of Boulder County. The LRC’s annual budget for the Program shall be approved by the City in accordance with the 2011 Cooperation Agreement.

2. Support Services. Consistent with the 2011 Cooperation Agreement, the City agrees to provide administrative and legal support to the LRC in connection with the Program (“Support Services”), which support services shall include, without limitation, the services of the City Attorney’s office, and the departments of the City Manager, Finance and Accounting, Planning, Economic Vitality, and Building Safety.

3. Reimbursement. The LRC will reimburse the City for reasonable costs and expenses incurred by the City in connection with the City’s provision of Support Services, and any Operating Funds advanced to the LRC by the City, subject to and in accordance with the 2011 Cooperation Agreement.

4. City Reviews. The City acknowledges and agrees that individual projects being considered for or awarded grants under the Program may require review and approval by City

boards and commissions, and sometimes the City Council (“City Reviews”). The City agrees that City Reviews will be conducted at no cost to the LRC.

5. LRC Reporting. Prior to or concurrently with the City Council’s annual review of the LRC’s proposed budget for the following year, the LRC shall provide a written report to the City Council regarding projects funded in current year and proposed changes to Program parameters and budget for the following year. The City may request a joint session with the LRC to discuss the LRC’s report.

6. Books and Records. The LRC shall keep, or cause to be kept, proper and current books and accounts in which complete and accurate entries shall be made of the amounts deposited into and paid out from the Special Fund for the Program.

7. Continuing Cooperation; Additional Agreements. The Parties shall cooperate to carry out the Program as approved by the LRC. The Parties agree to cooperate and give timely consideration to any additional agreements or amendments to this Cooperation Agreement that may be necessary or convenient in connection with such activities and undertakings; provided, however, nothing in this Cooperation Agreement shall preclude or require the commitment of additional revenue, financing, or services by either Party beyond those provided for herein in connection with such activities and undertakings.

8. Obligations Subject to Act, Charter, and Constitution. The covenants, duties and actions required of the Parties under this Cooperation Agreement shall be subject to and performed in accordance with the provisions and procedures required and permitted by the Charter, the Act, any other applicable provision of law, and the Colorado Constitution.

9. Enforced Delay. Neither Party shall be considered in breach of, or in default in, its obligations with respect to this Cooperation Agreement in the event of delay in the performance of such obligations due to causes beyond its control and without its fault, it being the purpose and intent of this provision that if such delay occurs, the time or times for performance by either Party affected by such delay shall be extended for the period of the delay.

10. Prior Agreements. Nothing in this Cooperation Agreement is intended or shall be construed to operate as an amendment to any prior agreement between the Parties, or to enlarge, diminish or impair any provisions of, or any rights, duties or obligations thereunder.

11. No Third Party Beneficiaries. Neither the City nor the LRC shall be obligated or liable under the terms of this Cooperation Agreement to any person or entity not a party hereto.

12. Severability. In case any one or more of the provisions contained in this Cooperation Agreement or any application thereof, shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions of this Cooperation Agreement, or any other application thereof, shall not in any way be affected or impaired thereby.

13. Binding Effect. Subject to compliance with Section 15, below, this Cooperation Agreement shall be binding upon and inure to the benefit of the Parties, their successors, legal representatives, and assigns.

14. City and Commission Separate. Nothing in this Cooperation Agreement shall be interpreted in any manner as constituting the City or its officials, representatives, consultants, or employees as the agents of the LRC, or the LRC or its officials, representatives, consultants, or employees as the agents of the City. Each entity shall remain a separate legal entity pursuant to applicable law. Neither of the Parties hereto shall be deemed to hereby assume the debts, obligations, or liabilities of the other. The LRC shall be responsible for carrying out its duties and functions in accordance with the Act and other applicable laws and regulations, and nothing herein shall be construed to compel either Party to take any action in violation of law.

15. Assignment. This Cooperation Agreement shall not be assigned in whole or in part by either Party without the prior written approval of the other Party.

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

17. Headings. Section headings in this Cooperation Agreement are for convenience of reference only and shall not constitute a part of this Cooperation Agreement for any other purpose.

18. Additional or Supplemental Agreements. The Parties mutually covenant and agree that they will execute, deliver and furnish such other instruments, documents, materials, and information as may be reasonably required to carry out this Cooperation Agreement.

19. Entire Agreement; Amendment. This Cooperation Agreement constitutes the entire agreement between the Parties pertaining to the subject matter hereof. No addition to or modification of the Cooperation Agreement shall be effective, except by written agreement authorized and executed by the Parties.

IN WITNESS WHEREOF, the Parties have caused this Cooperation Agreement to be duly executed and delivered by their respective officers as of the date first above written.

THE CITY OF LOUISVILLE,
a Colorado municipal corporation

Attest:

Ashley Stolzmann, Mayor

Meredyth Muth, City Clerk

LOUISVILLE REVITALIZATION
COMMISSION

Attest:

Secretary

Chair

FAÇADE IMPROVEMENT GRANT AGREEMENT

THIS FAÇADE IMPROVEMENT GRANT AGREEMENT (“Agreement”) is made and entered into this ____ day of _____, 20__ (“Effective Date”), by and between the **LOUISVILLE REVITALIZATION COMMISSION** (the “LRC”) and _____ (“Recipient”), the [owner/commercial tenant] of the commercial [building/unit] located at _____ (sometimes referred to individually as “party” or collectively as “parties”).

WHEREAS, the LRC is a public body corporate and politic authorized to transact business and exercise its powers as an urban renewal authority under and pursuant to the Colorado Urban Renewal Law, Part 1 of Article 25 of Title 31, C.R.S. (the “Act”); and

WHEREAS, the LRC has created a Façade Improvement Grant Program (the “Program”) through which the LRC provides grant funding to offset certain eligible costs associated with projects undertaken by owners/tenants to improve the exterior façades of commercial properties within the Highway 42 Revitalization Area (the “Plan Area”), in furtherance of the Highway 42 Revitalization Area Urban Renewal Plan (the “Plan”); and

WHEREAS, the Program furthers the purpose of addressing blight within the Plan Area by incentivizing improved façade aesthetics, with the goal of attracting customers to Downtown Louisville public purpose; and

WHEREAS, Recipient is the [owner/commercial tenant] of the commercial building (the “Building”) located at _____ (the “Property”), which Building and Property are within the Plan Area; and

WHEREAS, Recipient has submitted to the LRC the Recipient’s application (the “Application”) for a grant to offset a portion of the eligible costs associated with the Recipient’s proposed façade improvements to the Building, as more particularly described on **Exhibit A**, attached hereto and incorporated herein by this reference (“Eligible Improvements”); and

WHEREAS, the LRC has approved the Application, and has offered to reimburse a portion of the costs associated with the Eligible Improvements, subject to and in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein the LRC and the Recipient agree as follows:

A. Recipient Obligations. The Recipient shall fulfill each of the following obligations (“Recipient Obligations”):

1. Apply for and obtain all approvals and permits from the City as required pursuant to the City Code for the construction of the Eligible Improvements. Such City approvals and permits may include, without limitation, Historic Preservation Commission approval for improvements to buildings constructed prior to 1955; planning department approval for Eligible Improvements requiring a PUD amendment; and demolition and building permit from the Department of Building Safety.

2. Complete the Eligible Improvements, with Recipient's own funds, in accordance with applicable requirements of the City Code and City-adopted building and fire codes, and the terms and conditions of City-approved plans, permits, and approvals applicable to the Eligible Improvements.

3. No later than ten (10) days after the Eligible Improvements are completed, request inspection by the City. If Recipient does not request this inspection within ten (10) days of completion of the Eligible Improvements, the City may conduct the inspection without the approval of Recipient.

4. Obtain acceptance of Eligible Improvements from the City. If the Eligible Improvements are satisfactory, the City shall grant acceptance. If the Eligible Improvements are unsatisfactory, the City shall provide written notice to Recipient of the repairs, replacements, construction or other work required to receive acceptance.

5. Recipient shall provide the LRC with certified statement of Eligible Improvement costs no later than thirty (30) days after Recipient obtains City acceptance of the Eligible Improvements are completed.

B. Reimbursement. Subject to Section C, upon Recipient's fulfillment of the Recipient Obligations, the LRC will authorize the payment of the Reimbursement. For purposes of this Agreement, "Reimbursement" means: _____ [Insert one of the following]

[100% of certified Eligible Improvement costs (projects up to \$15,000)]

[75% of certified Eligible Improvement costs (projects between \$15,000.01 and \$50,000)]

[50% of certified Eligible Improvement costs (projects between \$50,000.01 and \$100,000)]

☒ [X% of certified Eligible Improvement Costs (projects above \$100,000; the LRC determines the percentage of certified Eligible Improvement costs to be reimbursed)]

C. Termination. The LRC and Recipient expressly agree that time is of the essence with regard to fulfillment of the Recipient Obligations and completion of the Eligible Improvements, and failure by Recipient to fulfill the Recipient Obligations and complete the Eligible Improvements shall relieve the LRC of any obligation under this Agreement without liability. In the event that Recipient fails to fulfill the Recipient Obligations within _____ () days of the Effective Date, this Agreement and the LRC's obligation to pay the Reimbursement shall immediately terminate.

D. Recipient's Post-Reimbursement Obligations.

1. In consideration of the LRC's payment of the Reimbursement, the Recipient agrees that the Property shall not be redeveloped within _____ () years of the LRC's payment of the Reimbursement, unless otherwise approved in writing by the LRC.

2. For a Two (2) year period from the date of City acceptance of the Eligible Improvements, Recipient shall, at its own expense, take all actions necessary to maintain said improvements and make all needed repairs or replacements which, in the reasonable opinion of the City or LRC, shall become necessary. If within thirty (30) days after Recipient's receipt of written notice from the City or LRC requesting such repairs or replacements, the Recipient has not completed such repairs or replacements, the City may complete the repairs or replacements at the Recipient's expense, in which event the Recipient shall reimburse the City within thirty (30) days after receipt of written demand and supporting documentation from the City for the full cost of repairs or replacements made by the City. The Recipient and each successor owner of the Building shall be responsible for the maintenance obligations provided for herein.

3. This Section D shall survive termination of this Agreement.

E. Damages Waiver. Recipient shall not be entitled to any payment or compensation of any kind from the LRC or the City for lost profits; direct, indirect, or consequential damages; or costs or expenses of any kind, including but not limited to costs of extended overhead, arising because of delay, disruption, interference or hindrance from any cause whatsoever, whether such delay, disruption, interference be caused by the City or LRC, reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable.

F. Indemnification. To the fullest extent permitted by law, the Recipient agrees to indemnify and hold harmless the LRC, and its appointed officers and employees, and the City, and its elected and appointed officers and its employees, from and against all liability, claims, and demands, on account of any injury, loss, or damage, which arise out of or are connected with this Agreement or the construction of the Eligible Improvements, whether by Recipient or Recipient's contractor, if such injury, loss, or damage is caused by the negligent act, omission, or other fault of the Recipient or any contractor of the Recipient, or any officer, employee, or agent of the Recipient or Recipient's contractor, or any other person for whom Recipient is responsible. The Recipient shall further bear all other costs and expenses incurred by the City, the LRC, or the Recipient, which are related to any such liability, claims and demands, including but not limited to court costs, expert witness fees and attorneys' fees if a court determines that these incurred costs and expenses are related to such negligent acts, errors, and omissions or other fault of the Recipient or any person for whom Recipient is responsible. The City and LRC shall be entitled to costs and attorneys' fees incurred in any action to enforce the provisions of this Section F. The Recipient's indemnification obligation shall not be construed to extend to any injury, loss, or damage which is caused by the act, omission, or other fault of the City or the LRC. This Section F shall survive termination of this Agreement.

G. Miscellaneous.

1. This Agreement shall be governed and construed in accordance with the laws of the State of Colorado. The exclusive venue for any lawsuit concerning the subject matter of this Agreement shall be in the District Court for Boulder County, Colorado. The LRC shall have no obligation to make any payment hereunder during the pendency of any legal challenge concerning the subject matter of this Agreement.

2. Nothing in this Agreement is intended or shall be construed to create a joint venture between the Recipient and the LRC and the City, and neither the LRC nor the City shall never be liable or responsible for any debt or obligation of the Recipient.

3. This Agreement shall inure to the benefit of and shall be binding upon the LRC and Recipient and their respective successors.

4. This instrument shall constitute the entire agreement between the LRC and Recipient and supersedes any prior agreements between the parties and their agents or representatives, all of which are merged into and revoked by this Agreement with respect to its subject matter. Contact information is as follows:

Recipient:

LRC:

Louisville Revitalization Commission
Attn: Economic Vitality
749 Main Street
Louisville, CO 80027
303.335.4531
mpierce@louisvilleco.gov

5. This Agreement is personal to Recipient and Recipient may not assign any of the obligations, benefits or provisions of the Agreement in whole or in any part without the expressed written authorization of the LRC. Any purported assignment, transfer, pledge, or encumbrance made without such prior written authorization shall be voidable by the LRC.

6. NEITHER THE LRC NOR THE CITY HAS LEGAL RIGHTS TO OR OWNERSHIP INTEREST IN THE MATERIALS CHOSEN BY THE RECIPIENT AND AS SUCH DISCLAIMS ALL WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, REGARDING CONSTRUCTION MATERIALS UTILIZED IN THE ELIGIBLE IMPROVEMENTS, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, ACCURACY, SATISFACTORY QUALITY, TITLE, SECURITY, NONINFRINGEMENT, UNINTERRUPTED OR ERROR-FREE USE, AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, USAGE OR TRADE.

7. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the LRC and Recipient.

8. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly

reserved to the LRC, the City, and Recipient, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other third party on such Agreement. It is the express intention of the parties that any person other than the LRC, the City, or Recipient receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

9. Each of the persons signing below on behalf of any party hereby represents and warrants that such person is signing with full and complete authority to bind the party on whose behalf of whom such person is signing, to each and every term of this Agreement.

This Façade Improvement Reimbursement Agreement is effective on the date first above written.

RECIPIENT:

By: _____

Name: _____

Title: _____

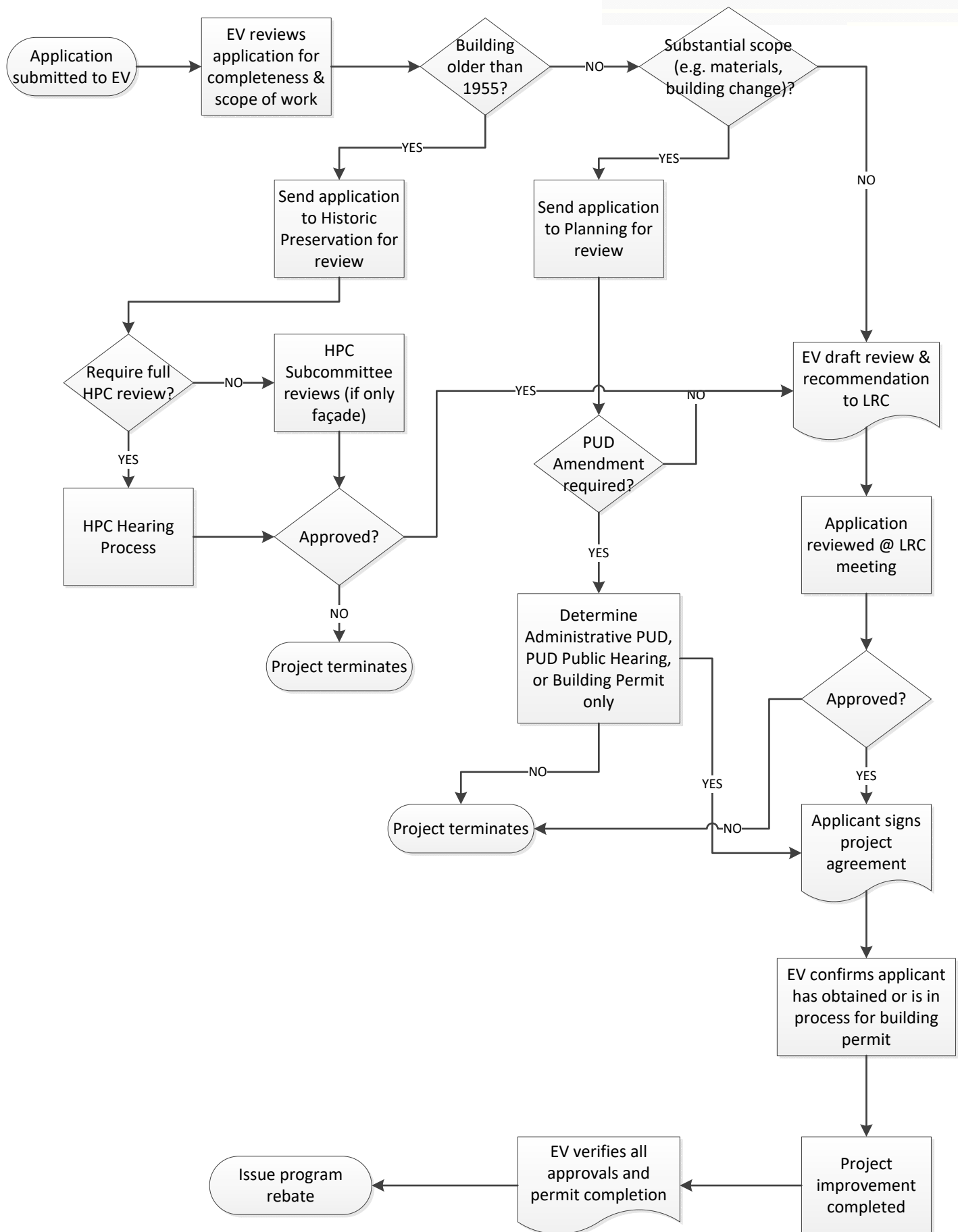
LOUISVILLE REVITALIZATION COMMISSION

By: _____

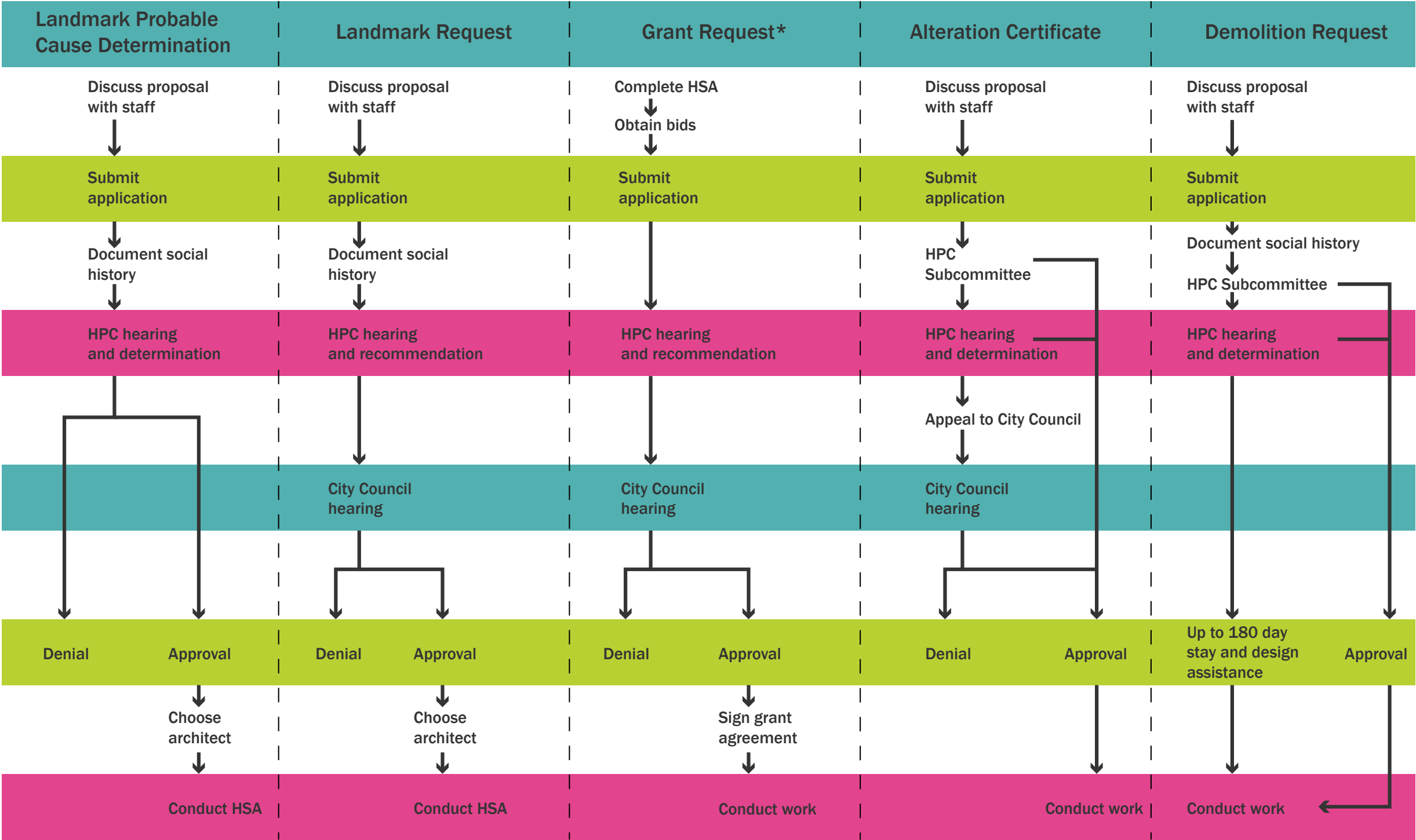
Alexis Adler, Chair

ATTEST:

Alex Gorsevski, Secretary



Current Preservation Processes



*Subsequent to or concurrent with landmark designation



Planned Unit Development (PUD) - Amendment

All development in Louisville, with the exception of residential development up to 6 units and less than an acre, requires approval of a PUD. A PUD establishes the site plan, landscaping plan, drainage, grading, utilities, lighting and architecture, with development subject to Sec. 17.28.120 and the applicable design guidelines.

Submittal Requirements

1. Land Use Application
2. Written narrative addressing the intent of the development
3. Proof of ownership and legal description
4. Current title policy or title insurance commitment
5. Written authorization from the property owner, if not the applicant
6. If a public hearing is required, stamped envelopes addressed to all property owners and businesses within 500 feet. Do not include a return address
7. All existing PUD Plan Sheets subject to the amendment changes
8. Any other items determined necessary to adequately review the application, which could include a material and sample board, drainage report, traffic report, etc.

Submit all information by appointment as separate PDFs to the Planning Department.

It is possible to process other required applications, such as a SRU or Plat, concurrently. The Planning Department will determine if this is possible.

Process

1. Once an application is received and deemed complete, it will be processed consistent with the public hearing development review schedule.
2. Prior to public hearings, a public notice will be mailed to property owners and businesses within 500 feet.
3. A sign will be posted on the property, and a public notice will be posted at the City's designated public notice locations and published in the Daily Camera.
4. The final decision is made by City Council, following a recommendation from Planning Commission.

SUBJECT: APPROVAL OF AGREEMENT FOR ELECTION SERVICES

DATE: JANUARY 4, 2022

PRESENTED BY: MEREDYTH MUTH, CITY CLERK

SUMMARY

On December 21, 2021 the City Council chose to send a referendum on Ordinance No. 1811, Series 2021 to a special election of the registered voters of Louisville to be held April 19, 2022. The City Clerk would like to hire Karen Goldman to advise and help the Clerk's Office in the special election process. Ms. Goldman is an election specialist who advises clerks across the state; she was previously the deputy city clerk in Aurora.

The attached agreement would allow the City to hire Ms. Goldman to advise the City Clerk on election procedures in accordance with the provisions of the Colorado Municipal Election Code of 1965 as well as the Louisville Home Rule Charter and Municipal Code, including but not limited to, reviewing a contracts for ballot printing, mailing, and counting (including equipment and programming), verifying ballot content, training election judges, signature verification, election security, and canvassing of votes. The cost of the agreement is set to not exceed \$10,000.

Staff is also working on bids for two contracts; one for ballot printing and mailing and another for ballot machines for counting the ballots. Council will see those come for approval at a later date.

FISCAL IMPACT

The 2022 budget includes \$30,000 elections. This funding was meant to be used if the Council decided to place an issue on the November 2022 election ballot. Staff will use the \$30,000 for this special election and a budget amendment will be done later in the year for any costs exceeding \$30,000 for either the special election or the fall election.

RECOMMENDATION

Approve the agreement for election services at a cost not to exceed \$10,000. Allow the City Manager and City Attorney to make minor changes as needed prior to signature.

ATTACHMENT(S):

1. Agreement for Election Services

SUBJECT: ELECTION SERVICES AGREEMENT

DATE: JANUARY 4, 2022

PAGE 2 OF 2

STRATEGIC PLAN IMPACT:

☒	 Financial Stewardship & Asset Management	☒	 Reliable Core Services
☐	 Vibrant Economic Climate	☐	 Quality Programs & Amenities
☐	 Engaged Community	☐	 Healthy Workforce
☐	 Supportive Technology	☐	 Collaborative Regional Partner

AGREEMENT FOR ELECTION SERVICES

THIS AGREEMENT is made and entered into this 4th day of January, 2022 ("Effective Date"), by and between the City of Louisville, a Colorado home rule municipality (the "City") and Karen Goldman, an independent contractor ("Consultant").

WHEREAS, the City desires to engage Karen Goldman as a Consultant to assist the City in conducting a special municipal election in compliance with the laws of the State of Colorado, the Louisville Home Rule Charter, Louisville Municipal Code, and the terms and conditions of this Agreement; and

WHEREAS, Consultant has held itself out to the City as having the requisite expertise and experience to perform the required services.

NOW, THEREFORE, for the consideration hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

I. SCOPE OF SERVICES

A. For the 2022 special municipal election, the Consultant shall advise and assist the City Clerk on election procedures in accordance with the provisions of the Colorado Municipal Election Code of 1965 as well as the Louisville Home Rule Charter and Municipal Code, including but not limited to, reviewing a contracts for ballot printing, mailing, and counting (including equipment and programming), verifying ballot content, training election judges and signature verification, election security, and canvassing of votes (the "Services").

II. COMPENSATION

A. In consideration for the professional services provided by Consultant, the City shall pay Consultant \$75.00 per hour; provided that, the total compensation paid by the City to Consultant shall not exceed \$10,000. Consultant shall make every effort to hold down expenses through utilization of city staff and resources. The City shall pay mileage and other reimbursable expenses (such as parking, travel expenses, etc.), if such expenses are necessary for performance of the Services.

B. The Consultant shall submit monthly an invoice to the City for Services rendered and a detailed expense report for reimbursable expenses incurred during the previous month. The invoice shall document the Services provided during the preceding month, identifying by work category and subcategory the work and tasks performed and such other information as may be required by the City. The Consultant shall provide such additional backup documentation as may be required by the City. The City shall pay the invoice within thirty (30) days of receipt unless the Services or the documentation therefor are unsatisfactory.

III. QUALIFICATIONS

Consultant hereby warrants that it possesses those minimum qualifications required by the Colorado Revised Statutes, the Louisville Home Rule Charter and Municipal Code to perform the services required hereunder.

IV. TERM; TERMINATION

A. The term of this Agreement shall be from the Effective Date to May 1, 2022, unless sooner terminated pursuant to this Section IV.

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

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

V. INDEPENDENT CONTRACTOR

A. Consultant is an independent contractor. Notwithstanding any provision appearing in this Agreement, all personnel assigned by Consultant to perform services under the terms of this Agreement shall be, and remain at all times, employees or agents of Consultant for all purposes. Consultant shall make no representation that it is an employee of the City for any purpose.

B. Disclosure: Consultant is not entitled to workers' compensation benefits, unemployment insurance benefits unless employment compensation coverage is provided by the Consultant or some other entity, and Consultant is obligated to pay federal and state income tax on any moneys earned pursuant to this Agreement for Professional Services by Consultant.

VI. MISCELLANEOUS

A. Governing Law and Venue. This Agreement shall be deemed entered into, and shall be governed by and interpreted under, the laws of the State of Colorado, and any legal action concerning or arising out of the provisions of this Agreement shall be brought in the courts of Boulder County, Colorado, and in no other court.

B. Notice. Any notice under this Agreement shall be in writing, and shall be deemed sufficient when directly presented or sent pre-paid, first class United States Mail, addressed as follows:

The City: Meredyth Muth, City Clerk
749 Main Street
Louisville CO 80027

Consultant: Karen Goldman
6558 West Oregon Ave
Lakewood, CO 80232

C. Severability. If any provision of this Agreement is found by a court of competent jurisdiction to be unlawful or unenforceable for any reason, the remaining provisions hereof shall remain in full force and effect.

D. Modification. This Agreement may only be modified upon written agreement of the parties.

E. Assignment. Neither this Agreement nor any of the rights or obligations of the parties hereto, shall be assigned by either party without the written consent of the other.

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

G. Documents. All computer input and output, documents, photographic images, electronic files and written material of any kind generated in the performance of this Agreement or developed for the City in performance of the Services are and shall remain the sole and exclusive property of the City. All such materials shall be promptly provided to the City upon request therefor and at the time of termination of this Agreement, without further charge or expense to the City. Consultant shall not provide copies of any such material to any other party without the prior written consent of the City.

H. No Third-Party Beneficiaries. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to City and Consultant, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other third party on such Agreement. It is the express intention of the parties that any person other than City or Consultant receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first set forth above.

CITY OF LOUISVILLE

Mayor

ATTEST:

City Clerk

CONSULTANT

By: _____
Karen Goldman

SUBJECT: APPROVAL OF A SOLE SOURCE AGREEMENT WITH COLUMBIA, LTD FOR 2022 SEARCH & RECRUITMENT SERVICES

DATE: JANUARY 4, 2022

**PRESENTED BY: JEFF DURBIN, CITY MANAGER
MEGAN DAVIS, DEPUTY CITY MANAGER
RONDA HENGER, DIRECTOR OF HUMAN RESOURCES**

SUMMARY

Staff recommends Council award Columbia, Ltd. a contract in the amount of \$25,000 for the search and recruitment of a new Director of Parks, Recreation & Open Space. This request is for a sole-source contract based on the urgency of filling the position. The City completed another competitive bid process for executive-level recruitment services recently and the scope and cost of this contract is within the competitive range. The founder and CEO of Columbia Ltd., Andrew Gorgey, has recently conducted several PROS recruitments and is available to start immediately (alternatively it would be delayed until at least February). Given the importance of the position and current hiring conditions, staff feels it is in the best interest of the City to proceed immediately.

FISCAL IMPACT

The 2022 budget does not currently account for the needed \$25,000; this cost will be included in an upcoming budget amendment.

PROGRAM/SUB-PROGRAM IMPACT

This effort will ensure effective and efficient governance, administration and support of the Parks, Recreation & Senior Center, and Open Space department.

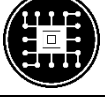
RECOMMENDATION

Approve the search and recruitment contract for \$25,000 with Columbia Ltd.

ATTACHMENT(S):

1. Professional Service Agreement with Columbia, Ltd.

STRATEGIC PLAN IMPACT:

☒		Financial Stewardship & Asset Management	☒		Reliable Core Services
☐		Vibrant Economic Climate	☐		Quality Programs & Amenities
☐		Engaged Community	☐		Healthy Workforce
☐		Supportive Technology	☐		Collaborative Regional Partner

**AN AGREEMENT BY AND BETWEEN THE CITY OF LOUISVILLE
AND COLUMBIA LTD
FOR CONSULTING SERVICES**

1.0 PARTIES

This AGREEMENT FOR CONSULTING SERVICES (this “Agreement”) is made and entered into this 4th day of January, 2022 (the “Effective Date”), by and between the **City of Louisville**, a Colorado home rule municipal corporation, hereinafter referred to as the “City”, and **Columbia Ltd**, a Colorado limited liability company, hereinafter referred to as the “Consultant”.

2.0 RECITALS AND PURPOSE

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

3.0 SCOPE OF SERVICES

The Consultant agrees to provide the City with the specific Services and to perform the specific tasks, duties and responsibilities set forth in Scope of Services attached hereto as Exhibit “B” and incorporated herein by reference.

4.0 COMPENSATION

- 4.1 The City shall pay the Consultant for services under this agreement a total not to exceed the amounts set forth in Exhibit “C” attached hereto and incorporated herein by this reference. The City shall not pay mileage and other reimbursable expenses (such as meals, parking, travel expenses, necessary memberships, etc.), unless such expenses are (1) clearly set forth in the Scope of Services, and (2) necessary for performance of the Services (“Pre-Approved Expenses”). The foregoing amounts of compensation shall be inclusive of all costs of whatsoever nature associated with the Consultant’s efforts, including but not limited to salaries, benefits, overhead, administration, profits, expenses, and outside consultant fees. The Scope of Services and payment therefor shall only be changed by a properly authorized amendment to this Agreement. No City employee has the authority to bind the City with regard to any payment for any services which exceeds the amount payable under the terms of this Agreement.
- 4.2 The Consultant shall submit invoices to the City for Services in accordance with the schedule set forth on Exhibit C. The invoice shall document the Services provided, identifying by work category and subcategory the work and tasks performed and such other information as may be required by the City. The Consultant shall provide such additional

backup documentation as may be required by the City. The City shall pay the invoice within thirty (30) days of receipt unless the Services or the documentation therefor are unsatisfactory. Payments made after thirty (30) days may be assessed an interest charge of one percent (1%) per month unless the delay in payment resulted from unsatisfactory work or documentation therefor.

5.0 PROJECT REPRESENTATION

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

6.0 TERM

- 6.1 The term of this Agreement shall be from the Effective Date to May 1, 2022, unless sooner terminated pursuant to Section 13, below. The Consultant's Services under this Agreement shall commence on the Effective Date and Consultant shall proceed with diligence and promptness so that the Services are completed in a timely fashion consistent with the City's requirements.
- 6.2 Nothing in this Agreement is intended or shall be deemed or construed as creating any multiple-fiscal year direct or indirect debt or financial obligation on the part of the City within the meaning of Colorado Constitution Article X, Section 20 or any other constitutional or statutory provision. All financial obligations of the City under this Agreement are subject to annual budgeting and appropriation by the Louisville City Council, in its sole discretion. Notwithstanding anything in this Agreement to the contrary, in the event of non-appropriation, this Agreement shall terminate effective December 31 of the then-current fiscal year.

7.0 INSURANCE

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

- 7.1.1 Workers' Compensation insurance as required by the Labor Code of the State of Colorado and Employers Liability Insurance. Evidence of qualified self-insured status may be substituted.
- 7.1.2 General Liability insurance with minimum combined single limits of ONE MILLION DOLLARS (\$1,000,000) each occurrence and TWO MILLION DOLLARS (\$2,000,000) aggregate. The policy shall include the City of Louisville, its officers and its employees, as additional insureds, with primary coverage as respects the City of Louisville, its officers and its employees, and shall contain a severability of interests provision.
- 7.1.3 Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than FOUR HUNDRED THOUSAND DOLLARS (\$400,000) per person in any one occurrence and ONE MILLION DOLLARS (\$1,000,000) for two or more persons in any one occurrence, and auto property damage insurance of at least FIFTY THOUSAND DOLLARS (\$50,000) per occurrence, with respect to each of Consultant's owned, hired or non-owned vehicles assigned to or used in performance of the services. The policy shall contain a severability of interests provision. If the Consultant has no owned automobiles, the requirements of this paragraph shall be met by each employee of the Consultant providing services to the City of Louisville under this Agreement.
- 7.1.4 Professional Liability coverage with minimum combined single limits of ONE MILLION DOLLARS (\$1,000,000) each occurrence and ONE MILLION DOLLARS (\$1,000,000) aggregate.
- 7.2 The Consultant's general liability insurance, automobile liability and physical damage insurance, and professional liability insurance shall be endorsed to include the City, and its elected and appointed officers and employees, as additional insureds, unless the City in its sole discretion waives such requirement. Every policy required above shall be primary insurance, and any insurance carried by the City, its officers, or its employees, shall be excess and not contributory insurance to that provided by the Consultant. Such policies shall contain a severability of interests provision. The Consultant shall be solely responsible for any deductible losses under each of the policies required above.
- 7.3 Certificates of insurance shall be provided by the Consultant as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect, and shall be subject to review and approval by the City. No required coverage shall be cancelled, terminated or materially changed until at least 30 days' prior written notice has been given to the City. The City reserves the right to request and receive a certified copy of any policy and any endorsement thereto.
- 7.4 Failure on the part of the Consultant to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of contract

upon which the City may immediately terminate this Agreement, or at its discretion may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the City shall be repaid by Consultant to the City upon demand, or the City may offset the cost of the premiums against any monies due to Consultant from the City.

- 7.5 The parties understand and agree that the City is relying on, and does not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, § 24-10-101 et seq., C.R.S., as from time to time amended, or otherwise available to the City, its officers, or its employees.

8.0 INDEMNIFICATION

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

9.0 QUALITY OF WORK

Consultant's professional services shall be in accordance with the prevailing standard of practice normally exercised in the performance of services of a similar nature in the Denver metropolitan area.

10.0 INDEPENDENT CONTRACTOR

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

- 10.1. Consultant shall satisfy all tax and other governmentally imposed responsibilities including but not limited to, payment of state, federal, and social security taxes, unemployment taxes, worker's compensation and self-employment taxes. No state, federal or local taxes of any kind shall be withheld or paid by the City.
- 10.2. **Consultant is not entitled to worker's compensation benefits except as may be provided by the Consultant nor to unemployment insurance benefits unless unemployment compensation coverage is provided by the Consultant or some entity other than the City.**
- 10.3. Consultant does not have the authority to act for the City, or to bind the City in any respect whatsoever, or to incur any debts or liabilities in the name of or on behalf of the City.
- 10.4. Consultant has and retains control of and supervision over the performance of Consultant's obligations hereunder and control over any persons employed by Consultant for performing the Services hereunder.
- 10.5. The City will not provide training or instruction to Consultant or any of its employees regarding the performance of the Services hereunder.
- 10.6. Neither the Consultant nor any of its officers or employees will receive benefits of any type from the City.
- 10.7. Consultant represents that it is engaged in providing similar services to other clients and/or the general public and is not required to work exclusively for the City.
- 10.8. All Services are to be performed solely at the risk of Consultant and Consultant shall take all precautions necessary for the proper and sole performance thereof.
- 10.9. Consultant will not combine its business operations in any way with the City's business operations and each party shall maintain their operations as separate and distinct.

11.0 ASSIGNMENT

Except as provided in section 22.0 hereof, Consultant shall not assign or delegate this Agreement or any portion thereof, or any monies due or to become due hereunder without the City's prior written consent.

12.0 DEFAULT

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

13.0 TERMINATION

- 13.1 This Agreement may be terminated by either party for material breach or default of this Agreement by the other party not caused by any action or omission of the other party by giving the other party written notice at least thirty (30) days in advance of the termination date. Termination pursuant to this subsection shall not prevent either party from exercising any other legal remedies which may be available to it.
- 13.2 In addition to the foregoing, this Agreement may be terminated by the City for its convenience and without cause of any nature by giving written notice at least fifteen (15) days in advance of the termination date. In the event of such termination, the Consultant will be paid for the reasonable value of the services rendered to the date of termination, not to exceed a pro-rated daily rate, for the services rendered to the date of termination, and upon such payment, all obligations of the City to the Consultant under this Agreement will cease. Termination pursuant to this subsection shall not prevent either party from exercising any other legal remedies which may be available to it.

14.0 INSPECTION AND AUDIT

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

15.0 DOCUMENTS

All computer input and output, analyses, plans, documents photographic images, tests, maps, surveys, electronic files and written material of any kind generated in the performance of this Agreement or developed for the City in performance of the Services are and shall remain the sole and exclusive property of the City. All such materials shall be promptly provided to the City upon request therefor and at the time of termination of this Agreement, without further charge or expense to the City. Consultant shall not provide copies of any such material to any other party without the prior written consent of the City.

16.0 ENFORCEMENT

- 16.1 In the event that suit is brought upon this Agreement to enforce its terms, the prevailing party shall be entitled to its reasonable attorneys' fees and related court costs.
- 16.2 This Agreement shall be deemed entered into in Boulder County, Colorado, and shall be governed by and interpreted under the laws of the State of Colorado. Any action arising out of, in connection with, or relating to this Agreement shall be filed in the District Court of Boulder County of the State of Colorado, and in no other court. Consultant hereby waives its right to challenge the personal jurisdiction of the District Court of Boulder County of the State of Colorado over it.

17.0 COMPLIANCE WITH LAWS; WORK BY WORKERS WITHOUT AUTHORIZATION PROHIBITED

- 17.1 Consultant shall be solely responsible for compliance with all applicable federal, state, and local laws, including the ordinances, resolutions, rules, and regulations of the City; for payment of all applicable taxes; and obtaining and keeping in force all applicable permits and approvals.
- 17.2 Exhibit A, the “City of Louisville Public Services Contract Addendum-Prohibition Against Employing Workers Without Authorization”, is attached hereto and incorporated herein by reference. There is also attached hereto a copy of Consultant’s Pre-Contract Certification which Consultant has executed and delivered to the City prior to Consultant’s execution of this Agreement.
- 17.3 Consultant acknowledges that the City of Louisville Code of Ethics provides that independent contractors who perform official actions on behalf of the City which involve the use of discretionary authority shall not receive any gifts seeking to influence their official actions on behalf of the City, and that City officers and employees similarly shall not receive such gifts. Consultant agrees to abide by the gift restrictions of the City’s Code of Ethics.

18.0 INTEGRATION AND AMENDMENT

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

19.0 NOTICES

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

If to the City:

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

If to the Consultant:
Columbia ltd.

Attn: Andrew (Drew) Gorgey, Founder / CEO
212 E. Columbia Street
Colorado Springs, CO 80907
[Email: andrew@columbialtd.com](mailto:andrew@columbialtd.com)
Direct: (970) 987-1238

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

20.0 EQUAL OPPORTUNITY EMPLOYER

- 20.1 Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, disability or national origin. Consultant will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, age, sex, disability, or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notice to be provided by an agency of the federal government, setting forth the provisions of the Equal Opportunity Laws.
- 20.2 Consultant shall be in compliance with the applicable provisions of the American with Disabilities Act of 1990 as enacted and from time to time amended and any other applicable federal, state, or local laws and regulations. A signed, written certificate stating compliance with the Americans with Disabilities Act may be requested at any time during the life of this Agreement or any renewal thereof.

21.0 NO THIRD PARTY BENEFICIARIES

It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to City and Consultant, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other third party on such Agreement. It is the express intention of the parties that any person other than City or Consultant receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

22.0 SUBCONTRACTORS

Consultant may utilize subcontractors identified in its qualifications submittal to assist with non-specialized works as necessary to complete projects. Consultant will submit any proposed subcontractor and the description of its services to the City for approval. The City will not work directly with subcontractors.

23.0 AUTHORITY TO BIND

Each of the persons signing below on behalf of any party hereby represents and warrants that such person is signing with full and complete authority to bind the party on whose behalf of whom such person is signing, to each and every term of this Agreement.

In witness whereof, the parties have executed this Agreement to be effective on the date first above written.

CITY OF LOUISVILLE,
a Colorado Municipal Corporation

By: _____
Ashley Stolzmann, Mayor

Attest: _____
Meredyth Muth, City Clerk

CONSULTANT:
COLUMBIA LTD.

By: _____
Andrew Gorgey, Founder and CEO

Exhibit A

City of Louisville Public Services Contract Addendum Prohibition Against Employing Workers Without Authorization

Prohibition Against Employing Workers Without Authorization. Contractor shall not knowingly employ or contract with a worker without authorization to perform work under this Agreement. Contractor shall not enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with a worker without authorization to perform work under this Agreement.

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

If Contractor obtains actual knowledge that a subcontractor performing work under this Agreement for services knowingly employs or contracts with a worker without authorization, Contractor shall:

- a. Notify the subcontractor and the City within three days that the Contractor has actual knowledge that the subcontractor is employing or contracting with a worker without authorization; and
- b. Terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to this paragraph the subcontractor does not stop employing or contracting with the worker without authorization; except that the Contractor shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with a worker without authorization.

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

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

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

The undersigned hereby certifies as follows:

That at the time of providing this certification, the undersigned does not knowingly employ or contract with a worker without authorization; and that the undersigned will participate in the E-Verify program or the Department program, as defined in C.R.S. § § 8-17.5-101(3.3) and 8-17.5-101(3.7), respectively, in order to confirm the employment eligibility of all employees who are newly hired for employment to perform under the public contract for services.

Proposer:

By_____

Title:_____

Date

Exhibit B – Scope of Services

RECRUITMENT PROCESS

Professional executive recruitment generally follows the service steps described below. Columbia ltd can customize the recruitment process to meet your specific needs.

First Steps

The recruitment begins with a brief, organizational conference call or videoconference meeting, a time when we get to know each other, manage initial administrative details, and discuss a preliminary schedule for the recruitment. Your Recruiter is the project manager for Columbia ltd, and likewise, we ask that you identify a single point of contact to serve as a project manager on behalf of Louisville. During this meeting, we will finalize the professional services agreement, make arrangements to gather data from you relevant to the recruitment (current job description, salary range, organizational and departmental budget basics, etc.), submit our initial invoice, and identify a date for the Kickoff Meeting. We will share some thoughts about how to plan the Kickoff Meeting in a way that maximizes the benefit of that time for you. We'll give you other information you'll need, such as specifications for photos to be used in the Candidate Profile, etc.

Kickoff Meeting (On-Site Meeting No. 1)

The Kickoff Meeting is the first of three on-site meetings when your Recruiter is physically present in Louisville, meeting in person with you and your team. Your Recruiter will listen actively, and carefully, interviewing whomever you designate and gathering information about the community, the organization, the department, and the position you are trying to fill. This is cultural immersion: the goal for the day is for your Recruiter to leave Louisville with the best possible understanding of who you are, where you've been, where you're going, and what you're looking for. We will coordinate a marketing and advertising plan and discuss recruiting strategies and tactics used to find your next Director of Parks, Recreation, and Open Space (DPR&OS.) The kickoff meeting can include one-on-one interviews with elected officials, a group meeting with the executive leadership team, meetings and interviews with key stakeholders and community representatives, and whatever else you may need. All recruitments are a little different, and we will make sure we address your unique situation.

During the kickoff process, we are working together to define, then describe precisely the Ideal Candidate for the DPR&OS position, the person best suited to meet your needs, both immediately and for the long-term.

The Candidate Profile is the work product resulting from the interviews, meetings and cultural immersion at the Kickoff Meeting. More than a marketing brochure or advertisement, the Candidate Profile is a carefully written document that drives the recruitment process, the central point of reference that literally keeps everyone on the same page. We describe your community, organization, and opportunity accurately and specifically. We also announce the final recruitment schedule, so everyone has the same expectations and can plan accordingly. Columbia

ltd uses electronic and digital distribution, and also still uses targeted direct mailing to deliver the Candidate Profile to approximately 300 to 350 qualified candidates.

Go Live Date

Although word about Columbia ltd and the DPR&OS opportunity with Louisville will be out well before this, it's helpful to declare a Go Live Date, the earliest, reasonable date at which the search responsibly "opens." This is the day the completed Candidate Profile is posted to the Louisville and Columbia ltd websites. As legendary basketball Coach John Wooden famously said, "Be quick, but don't hurry." In order to keep the recruitment on schedule, it is very important that both Columbia ltd and Louisville quickly meet their respective responsibilities regarding group drafting, editing, and final approval of the Candidate Profile.

Active Recruitment Period

The Active Recruitment Period is the four to six weeks (depending on your needs) between the Go Live and Filing Deadline dates. During this time, Columbia ltd executes the national marketing and advertising campaign, including use of the Professional Diversity Network (and its eight affinity sites), and the outlets most relevant to the professional discipline at issue. We also begin targeted direct mailing and digital distribution of the Candidate Profile to approximately 300-350 qualified candidates. More important, we use our state, regional, and national proprietary databases to execute direct outreach, actively searching for qualified candidates aligned with the Ideal Candidate description. Your Recruiter serves as the point of contact for all interested persons and prospective candidates, answering their questions about Louisville, the - 6 - position, and the recruitment process. This is important: Columbia ltd is your agent and responds in full to all inquiries on your behalf, treating each person with respect and professionalism, just as you would want them to be treated. We acknowledge all cover letters and resumes within two business days after receipt. Your Recruiter will maintain contact with you during this time.

Filing Deadline

The Filing Deadline is the date by which Columbia ltd receives cover letters and resumes.

Initial Review, Preliminary Screening, and Research

To ensure fairness to applicants, your Recruiter will review all submittals in the same way, at the same time after the Filing Deadline. The Recruiter's initial task is to narrow the field to those candidates best qualified for the position and who most closely fit the description of the Ideal Candidate. Some number of leading candidates are then invited to initial interviews with Columbia ltd. These candidates will receive a written questionnaire to be returned in advance of their interview. Later in the process, these written responses will provide you with deeper insights into each candidate's communication skills, philosophy, and qualifications. Columbia ltd conducts first-level research (internet) for all invitees.

Your Recruiter conducts preliminary screening interviews via videoconference or telephone, with the goal of further narrowing this field as necessary to the candidates most qualified for the

DPR&OS position. Columbia ltd then prepares a written Report of Recommended Candidates for delivery to Louisville. You will receive the report with enough time for a meaningful review, before we meet with you in person to discuss it.

Recommendation of Candidates (On-Site Meeting No. 2)

During the Recommendation of Candidates meeting, which usually lasts about an hour or two, Columbia ltd will update you in full as to everything that has happened in the recruitment process so far, including an analysis of the applicant pool. Your Recruiter will be there in person to discuss the contents of the written Report of Recommended Candidates, which also includes a list of all persons who applied, as well as detailed information on those candidates recommended by the firm. Your Recruiter will answer your questions regarding the recruitment, “bring paper to life” in describing candidates, and communicate the results of preliminary research. Louisville will then identify which candidates it would like to advance to the Finalist Interview Process. We will work with you to finalize the process steps and establish the preliminary interview schedule for the Finalist Interview Process. We will then carry out your instructions regarding invitations to prospective finalists. On your behalf, Columbia ltd will notify all other applicants of their status at this time.

Finalist Interview Process (On Site Meeting No. 3)

Columbia ltd will notify you immediately after confirming the participation of all finalists, and we will then conduct secondlevel research (reference, background) as to these persons. We will work with Louisville to finalize whichever process steps or components are most appropriate for your Finalist Interview Process, e.g. interview panels, public reception, presentations, etc., provide sample interview questions, and work with you to finalize the schedule. We will again prepare and send timely a written Report of Finalists to Louisville.

Your Recruiter will assist you with the Finalist Interview Process (1-2 days) to meet your specific needs, including facilitation services, professional guidance, etc. After you have identified your Preferred Candidate for the DPR&OS opportunity, Columbia ltd is happy to work with you to shape your initial offer, and to provide negotiation assistance.

Final Steps

On your behalf, we will obtain a complete, detailed background report on your Preferred Candidate through Sterling Infosystems, Inc. (<https://www.sterlingcheck.com>), the most established, reputable company in the field. We conduct additional, final reference checking, as needed, at this time. Through our reputable referral partners, we offer several other assessment and support tools. (See Optional Services, Page 8). Louisville is also encouraged to do whatever other background checking or pre-employment testing it normally would in its established onboarding process. Columbia ltd will continue to offer whatever negotiation assistance you may want or need, working with your professional human resources team and legal counsel, until both sides have reached agreement on the essential terms of an employment contract, offer letter, etc. After contract approval and the first date of employment, we then look forward to observing the successful service of the new DPR&OS for years to come!

RECRUITMENT SCHEDULE

CITY OF LOUISVILLE, CO

DIRECTOR OF PARKS, RECREATION, AND OPEN SPACE

Action Step Timing

- I. First Steps Immediate
 - a. Finalize and approve professional services agreement
 - b. Conference call to identify kickoff date, initial responsibilities, and scheduling
 - c. Advance preliminary recruitment schedule
- II. Kickoff Meeting (On Site Meeting No. 1) and Follow Up January 3, 2022
 - a. Active listening, cultural immersion to facilitate drafting of Candidate Profile
 - b. On-site, one-on-one interviews with City Manager
 - c. Group meeting with executive leadership team, PR&OS Department
 - d. Meetings and interviews with key stakeholders and community representatives, as may be directed
 - e. Draft Candidate Profile and obtain approval of final draft
 - f. Coordinate Marketing and Recruitment Strategies
- III. Go Live Date January 6, 2022
 - a. The earliest, reasonable date at which the search responsibly “opens”
 - b. Post Candidate profile to Louisville and Columbia ltd websites
 - c. “Be quick, but don’t hurry.” – Coach John Wooden
- IV. Active Recruitment Period Jan. 6 – Feb. 14, 2022
 - a. Execute national marketing and advertising campaign
 - b. Targeted direct mailing of Candidate Profile to approximately 300-350 qualified candidates
 - c. Execute direct outreach, social media, and networking strategies, actively searching for qualified candidates aligned with Ideal Candidate description
 - d. Ensure opportunity is posted with ICMA, CML, NRPA, etc.
 - e. Serve as Louisville’s agent as to all interested persons and prospective candidates
 - f. Maintain contact with Louisville, advise as appropriate
- V. Filing Deadline February 14, 2022
- VI. Initial Review, Preliminary Screening, and Research Feb. 15 – March 3, 2022
 - a. Review of all resumes and cover letters
 - b. Invite leading candidates to initial interviews, distribute questionnaire
 - c. Conduct preliminary screening interviews via videoconference (preferred)
 - d. First level research (internet)
 - e. Send written report of Recommended Candidates to Louisville
- VII. Recommendation of Candidates (On Site Meeting No. 2) March 3, 2022
 - a. Brief City Manager on search and Recommended Candidates
 - b. Answer all questions regarding recruitment and candidates
 - c. Finalize process steps for Finalist Interview Process and establish Preliminary Schedule
 - d. Obtain instructions from City Manager
 - e. Notify all other applicants of their status
- VIII. Finalist Interview Process (On Site Meeting No. 3) March 11, 2022

- a. Secure participation of Finalists and Alternates (if any)
 - b. Conduct second level research (References and Background) for Finalists
 - c. Finalize Finalist Interview Process Steps, Schedule, Questions, and Exercises (if any)
 - d. Send written Report of Finalists to Louisville
 - e. Assist Louisville with Finalist Interview Process, providing professional opinion, recommendations, and facilitation services, as needed
 - f. Advise as needed with respect to terms to be negotiated with Preferred Candidate
- IX. Final Steps March 18, 2022
- a. Complete detailed background and additional reference checks on Preferred Candidate
 - b. Assist with contract negotiation as needed until “essential terms” are agreed to
 - c. Contract approval and start date
 - d. Observe the successful service of the new DPR&OS for years to come

GUARANTEE

Placement Guarantee

If a candidate recommended and placed by Columbia ltd (external candidates only) leaves your employment for any reason within the first year (exceptions: serious illness, disability, or death; layoff, or position elimination due to reduction in force or budget shortfall; or promotion to another position within the organization), we guarantee to reopen and conduct the recruitment again at no additional professional fee beyond limited expenses, which will be discussed with you in advance. The first year is measured from the first date of full-time employment with you.

Ethics

Ethics is one of the eight Values on which this company is built. Columbia ltd is completely committed to ethical conduct in every aspect of every recruitment, without exception.

Good Faith, Transparency, and the Council-Manager Form

Good faith on all sides is fundamental to successful executive recruitment. In every aspect of every recruitment, Columbia ltd operates in good faith and, respectfully, insists on the same in return.

We encourage as much transparency and public engagement as possible. That said, candidate confidentiality is protected by law throughout the hiring process in almost all cases.

Columbia ltd obeys all laws pertaining to hiring, open meetings, and public records in every state we operate, including those pertaining to executive or closed sessions, which are essential to effective, competitive recruitment. Last, we respect and support the council-manager form of government, and the constitutional and statutory provisions and home-rule charters that control the local governments we serve.

Reopening the Recruitment

It is extremely rare for the recruitment process either not to produce a successful pool of qualified candidates or not to reach agreement with the Preferred Candidate or an alternate from the Finalist Interview Process. In the unlikely event that this occurs, Columbia ltd

would meet with you to discuss all alternatives, as well as the reasons, if any, for this outcome. Presuming that both sides made a diligent, good-faith effort in the first recruitment, and if both sides reasonably agree, Columbia ltd would then reopen the recruitment one additional time, conducting the second recruitment at no additional professional fee, beyond limited expenses, which will be discussed with you in advance.

Diversity, Equity, and Inclusion Columbia ltd is committed to diversity, equity, and inclusion in all aspects of every recruitment — without exception.

Columbia ltd does not discriminate on the basis of race, national origin, ethnicity, color, gender, gender identity, sex, sexual orientation, religion, creed, disability, marriage or family status, military status, or age. We are fully compliant with all applicable federal and state employment laws and regulations in all of our recruitments in every state we operate.

More to the point, we are committed to the development of a diverse, equitable, and inclusive workforce and do our best to help all of our clients achieve those goals. A diverse workforce starts with the Candidate Profile and the candidate pool. We go beyond conventional recruitment tools and use the Professional Diversity Network (and its eight affinity sites) and other tools to construct as diverse, inclusive, and equitable a candidate pool as possible. We ask our clients to consider unconscious bias before and during the Recommendation of Candidates meeting, and encourage the use of bias-awareness training as part of every Finalist Interview Process.

EXHIBIT C

PROFESSIONAL FEE

Professional Fee

The all-inclusive professional fee to conduct the recruitment process for your next Director of Parks, Recreation, and Open Space (DPR&OS) is \$25,000. This includes all steps described in the Recruitment Process; three on-site visits (Kickoff, Recommendation of Candidates, and Finalist Interview Process) to include consultant time and travel expenses; preparation, printing, and distribution of the Candidate Profile, including direct mail and digital distribution; national marketing and advertising; direct outreach and candidate management; general expenses related to administration (printing, copying, mailing, postage, internet access, telephone, social media, etc.); background and reference checking as described; preparation, printing, and delivery of two written reports (Recommended Candidates and Report of Finalists); and one complete background report on the Preferred Candidate. Regarding consultant's time, on-site visits include one day each for the Kickoff and Finalist Interview Process, and no more than half a day for the Recommendation of Candidates.

NOTE: It is customary for client agencies to reimburse finalists for travel expenses related to the Finalist Interview Process. These expenses are not included in the Professional Fee above. These costs typically include round-trip airfare (coach); travel to Louisville from a Colorado airport (car rental and fuel) OR travel to Louisville from a residence (lower cost alternative between car rental and fuel or mileage reimbursement at the current IRS rate); and hotel accommodations (coach-equivalent) for each Finalist candidate. At the appropriate time, you may have other considerations that carry costs: whether to extend your invitation to a spouse or significant other, whether to pay for meals, offer per diem reimbursement, etc.

SUBJECT: RESOLUTION NO. 5, SERIES 2022 – A RESOLUTION TO
CHANGE WARD BOUNDARIES FOR THE CITY OF
LOUISVILLE, COLORADO TO CONFORM TO
CONSTITUTIONAL APPORTIONMENT REQUIREMENTS

DATE: JANUARY 4, 2022

PRESENTED BY: MEREDYTH MUTH, CITY CLERK
LISA RITCHIE INTERIM PLANNING AND BUILDING SAFETY
DIRECTOR

SUMMARY:

Updated 1/3/22

Item moved to the consent agenda as item H with a recommendation that Option B be adopted.

Section 6-4 of the Louisville City Charter states “The City shall be divided into three (3) wards, the boundaries of which shall be revised only by a resolution adopted by the affirmative vote of a majority of the entire Council.” The Charter further requires that following each federal decennial census, the boundaries of wards shall be revised using current census information. The population of each ward shall not vary more than five (5) percent from the population of any other ward.

Wards were last updated in 2011 based on the 2010 Census numbers. These existing wards do not meet requirement in the Charter that the wards have a maximum 5% variance in population. Based on the updated [2020 Census data](#), the current ward populations are:

- Ward 1 - 8,924 residents
- Ward 2 - 6,107 residents
- Ward 3 - 6,127 residents

Staff has attached two options for redistricting for the City Council to consider. Both options have the three wards within the requisite 5% population variance of each other.

Most of the growth the City has seen since 2010 has been in Ward 1 with the addition of the Steel Ranch and North End subdivisions. The most significant change to the maps is moving the area north of South Boulder Road and west of Centennial Drive into Ward 2 to accommodate those two new subdivisions in Ward I. The population numbers in these two options are:

SUBJECT: RESOLUTION NO. 5, SERIES 2022**DATE: JANUARY 4, 2022****PAGE 2 OF 3****Option A**

Ward 1 7,160
Ward 2 7,138
Ward 3 6,852

Option B

Ward 1 6,992
Ward 2 7,077
Ward 3 7,081

Once the new boundaries are approved, staff will give Boulder County the new information so they can begin preparing for the 2022 election using the new wards. Staff will also update all related website and communications with ward boundary maps and information.

Please note: None of the proposed ward boundary changes affect any current City Council members. Also, these boundary changes will not impact elections occurring prior to the regular 2022 election, including the special election to be conducted by the City in April 2022. That election includes one citywide item for voter consideration.

Because of the complexity of the calculations, staff will not be able to move boundary lines and recalculate the wards at the Council meeting. Should the Council want to consider options other than those presented at the meeting, this item will need to be continued to the January 18th meeting to allow time to recalculate the districts.

FISCAL IMPACT:

None.

PROGRAM/SUB-PROGRAM IMPACT:

Completion of redistricting supports the Governance Subprogram by assuring the City is in compliance with the Home Rule Charter.

RECOMMENDATION:

Decide on one of the ward boundary options provided and pass Resolution No. 5, Series 2022 with that option.

ATTACHMENT(S):

1. 2011 Ward Maps
2. Link to [2021 Option A Map](#)
3. Link to [2021 Option B Map](#)
4. Resolution No. 5, Series 2022 – Option A.
5. Resolution No. 5, Series 2022 – Option B

STRATEGIC PLAN IMPACT:

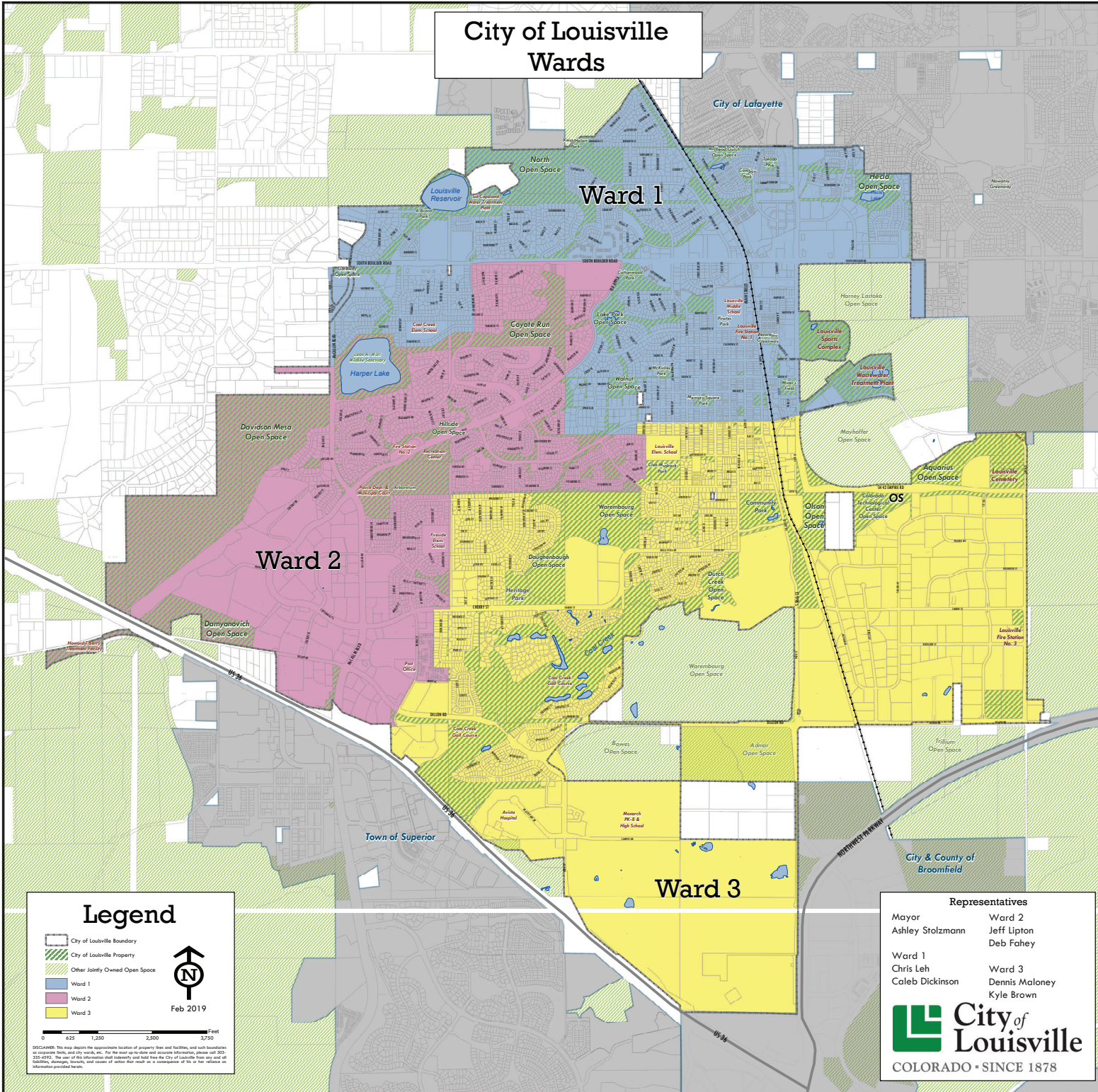
☐		Financial Stewardship & Asset Management	☒		Reliable Core Services
☐		Vibrant Economic Climate	☐		Quality Programs & Amenities

SUBJECT: RESOLUTION NO. 5, SERIES 2022

DATE: JANUARY 4, 2022

PAGE 3 OF 3

☐		Engaged Community	☐		Healthy Workforce
☐		Supportive Technology	☒		Collaborative Regional Partner



RESOLUTION NO. 5 SERIES 2022

A RESOLUTION TO CHANGE WARD BOUNDARIES FOR THE CITY OF LOUISVILLE, COLORADO TO CONFORM TO CONSTITUTIONAL APPORTIONMENT REQUIREMENTS

WHEREAS, based on the 2020 federal decennial census and subsequent change in the population of the City, it is necessary and appropriate for the City Council to change ward boundaries to conform to constitutional apportionment requirements; and

WHEREAS, the City Council finds and determines that the change in ward boundaries contained in this resolution conforms to the constitutional apportionment requirements, complies with the requirements of the City charter, and is in the best interest of the citizens of the City,

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

1. The boundaries of Ward 1 of the City of Louisville, Colorado are revised so that Ward 1 is that area contained within the City Limits that lies north of the line described as follows, also known as the south line of Ward 1:

Beginning at the center of Section 6, Township 1 South, Range 69 West of the 6th Principal Meridian, thence east approximately 1600 feet; thence south approximately 624 feet to the northeast corner of the Sid Copeland Water Treatment Plan Subdivision also being the City Limit boundary to the **TRUE POINT OF BEGINNING**; thence southeast approximately 128 feet to the intersection of Davidson Ditch; thence southeast approximately 1028 feet to a point of intersection with the west line of Section 5, Township 1 South, Range 69 West of the 6th Principal Meridian; thence southeast along Davidson Ditch to the intersection with the centerline of Eisenhower Drive; thence east along said centerline to the intersection with the centerline of Centennial Drive; thence south along said centerline to the intersection of the north right-of-way line of Boulder Road; thence east along said centerline to the intersection of the west right-of-way line of Via Appia; thence south along said centerline to the intersection with the centerline of Sagebrush Way; thence southeast approximately 92 feet to a point of intersection with the west line of Section 8, Township 1 South, Range 69 West of the 6th Principal Meridian; thence south along said section line approximately 701 feet to the northwest corner of Spruce Lane Subdivision; thence east approximately 293 feet; thence southwest approximately 46 feet to the intersection with the centerline of Spruce Lane; thence east along said centerline to the intersection with the centerline of Spruce Street; thence east along said centerline approximately 309 feet to the east boundary line of Spruce Lane Subdivision; thence south along said subdivision boundary line to a point

OPTION A

of intersection with the centerline of Pine Street; thence east along the centerline of Pine Street to the intersection with the north right-of-way line of Empire Drive.

2. The boundaries of Ward 2 of the City of Louisville, Colorado are revised so that Ward 2 is that area within the City that lies between the line described herein as the south line of Ward 1 and the line described herein as the west line of Ward 3.
3. The boundaries of Ward 3 of the City of Louisville, Colorado are revised so that Ward 3 is that area within the City Limits that lies south of the line described as follows also known as the west line of Ward 3:

Beginning at the intersection of the City Limits and the east right-of-way line of McCaslin Boulevard also being the **TRUE POINT OF BEGINNING**; thence north along said centerline to the intersection of the south right-of-way line of Cherry Street; thence east along said centerline to the intersection with the centerline of Dahlia Street; thence north along said centerline to the east boundary line of Cherrywood Subdivision; thence north along said subdivision boundary line to a point of intersection with the south line of Section 7, Township 1 South, Range 69 West of the 6th Principal Meridian; thence east along the southern boundary of said section to the intersection with the centerline of Polk Avenue; thence north along said centerline to the intersection with the centerline of Pine Street; thence east along said centerline to the intersection with the south boundary line of Ward 1.

4. The ward boundaries established by this resolution are as depicted on the map attached hereto as Exhibit A.
5. The City Clerk and City Staff are authorized to do all things necessary to effect the ward boundary changes set forth in this resolution, and to file the map and boundaries herein approved in the manner required by law.

PASSED AND ADOPTED this 4th day of January, 2022.

By: _____
Ashley Stolzmann, Mayor

Attest: _____
Meredyth Muth, City Clerk

**RESOLUTION NO. 5
SERIES 2022**

**A RESOLUTION TO CHANGE WARD BOUNDARIES FOR THE CITY OF
LOUISVILLE, COLORADO TO CONFORM TO CONSTITUTIONAL
APPORTIONMENT REQUIREMENTS**

WHEREAS, based on the 2020 federal decennial census and subsequent change in the population of the City, it is necessary and appropriate for the City Council to change ward boundaries to conform to constitutional apportionment requirements; and

WHEREAS, the City Council finds and determines that the change in ward boundaries contained in this resolution conforms to the constitutional apportionment requirements, complies with the requirements of the City charter, and is in the best interest of the citizens of the City,

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

1. The boundaries of Ward 1 of the City of Louisville, Colorado are revised so that Ward 1 is that area contained within the City Limits that lies north of the line described as follows, also known as the south line of Ward 1:

Beginning at the intersection of the City Limits and the west line of Section 5, Township 1 South, Range 69 West of the 6th Principal Meridian, thence east approximately 86 feet to the **TRUE POINT OF BEGINNING**; thence east approximately 68 feet to the intersection of Goodhue Ditch; thence southeast along said Ditch to the intersection with the centerline of Centennial Drive; thence south along said centerline to the intersection with the north right-of-way line of Boulder Road; thence east along said centerline to the intersection with the west right-of-way line of Via Appia; thence south along said centerline to the intersection with the centerline of Sagebrush Way; thence southeast approximately 92 feet to a point of intersection with the west line of Section 8, Township 1 South, Range 69 West of the 6th Principal Meridian; thence south along said section line approximately 701 feet to the northwest corner of Spruce Lane Subdivision; thence east approximately 293 feet; thence southwest approximately 46 feet to the intersection with the centerline of Spruce Lane; thence south along said centerline to the intersection with the centerline of Hoover Avenue; thence south along said centerline to the intersection with the centerline of Pine Street; thence east along said centerline to the intersection with the north right-of-way line of Empire Drive.

OPTION B

2. The boundaries of Ward 2 of the City of Louisville, Colorado are revised so that Ward 2 is that area within the City that lies between the line described herein as the south line of Ward 1 and the line described herein as the west line of Ward 3.
3. The boundaries of Ward 3 of the City of Louisville, Colorado are revised so that Ward 3 is that area within the City Limits that lies south of the line described as follows also known as the west line of Ward 3:

Beginning at the intersection of the City Limits and the east right-of-way line of McCaslin Boulevard also being the **TRUE POINT OF BEGINNING**; thence north along said centerline to the intersection of the south right-of-way line of Cherry Street; thence east along said centerline to the intersection with the centerline of Dahlia Street; thence north along said centerline to the intersection with the centerline of Century Drive; thence west along said centerline to the intersection with the centerline of Mulberry Street; thence north along said centerline to the east boundary line of Centennial Heights Subdivision; thence north along said subdivision boundary line approximately 118 feet to a point of intersection with the south line of Section 7, Township 1 South, Range 69 West of the 6th Principal Meridian; thence east along the southern boundary of said section to the intersection with the centerline of Polk Avenue; thence north along said centerline to the intersection with the centerline of Pine Street; thence east along said centerline to the intersection with the centerline of Hoover Avenue there intersecting the south boundary line of Ward 1.

4. The ward boundaries established by this resolution are as depicted on the map attached hereto as Exhibit A.
5. The City Clerk and City Staff are authorized to do all things necessary to effect the ward boundary changes set forth in this resolution, and to file the map and boundaries herein approved in the manner required by law.

PASSED AND ADOPTED this 4th day of January, 2022.

By: _____
Ashley Stolzmann, Mayor

Attest: _____
Meredyth Muth, City Clerk

**SUBJECT: SWEARING IN OF PRESIDING MUNICIPAL JUDGE,
PROSECUTING ATTORNEY, AND CITY ATTORNEY**

DATE: JANUARY 4, 2022

PRESENTED BY: MEREDYTH MUTH, CITY CLERK

SUMMARY:

Every two years, the City Council appoints a City Attorney, a City Prosecutor, and a Municipal Judge as allowed per Section 9 of the Home Rule Charter. On October 26, 2021 the City Council voted to retain the services of the following for these services for 2022-2023 and on December 21, the Council approved necessary contracts as well.

- Presiding Municipal Judge – David Thrower
- Prosecuting Attorney – Cribari Law Firm, PC
- City Attorney – Kelly PC

FISCAL IMPACT:

All costs for these positions have been accounted for in the 2022 budget.

PROGRAM/SUB-PROGRAM IMPACT:

These appointments help the City achieve goals of the administrative and legal support sub-programs to ensure inclusive, responsive, transparent, friendly, fiscally responsible, effective, and efficient governance, administration and support.

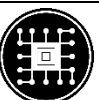
RECOMMENDATION:

N/A

ATTACHMENTS:

None

STRATEGIC PLAN IMPACT:

☐	 Financial Stewardship & Asset Management	☒	 Reliable Core Services
☐	 Vibrant Economic Climate	☐	 Quality Programs & Amenities
☐	 Engaged Community	☐	 Healthy Workforce
☐	 Supportive Technology	☐	 Collaborative Regional Partner

SUBJECT: RESOLUTION NO. 6, SERIES 2022 – A RESOLUTION PROVIDING FOR THE CONTINUATION OF THE DECLARATION OF LOCAL DISASTER EMERGENCY IN AND FOR THE CITY OF LOUISVILLE FOR THE MARSHALL FIRE

DATE: JANUARY 4, 2022

PRESENTED BY: KATHLEEN KELLY, CITY ATTORNEY

SUMMARY:

On Thursday, December 30, 2021, the Mayor executed a Declaration of Local Disaster Emergency in response to the Marshall Fire.

Section 2.32.010.D of the Louisville Municipal Code provides a declaration of local disaster emergency shall not be continued or renewed for a period in excess of seven (7) days unless the City Council approves a longer duration. The proposed resolution would continue in effect the Mayor's declaration of a local disaster emergency until terminated by resolution of the City Council.

FISCAL IMPACT:

Unknown

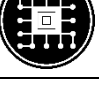
RECOMMENDATION:

Approval of Resolution No. 6, Series 2022

ATTACHMENT(S):

1. Resolution No. 6, Series 2022
2. Mayor's Declaration of Local Disaster Emergency

STRATEGIC PLAN IMPACT:

☒	 Financial Stewardship & Asset Management	☒	 Reliable Core Services
☐	 Vibrant Economic Climate	☐	 Quality Programs & Amenities
☐	 Engaged Community	☐	 Healthy Workforce
☐	 Supportive Technology	☐	 Collaborative Regional Partner

**RESOLUTION NO. 6
SERIES 2021**

**A RESOLUTION PROVIDING FOR THE CONTINUATION OF THE DECLARATION
OF LOCAL DISASTER EMERGENCY IN AND FOR THE CITY OF LOUISVILLE FOR
THE MARSHALL FIRE**

WHEREAS, Chapter 2.32 of the Louisville Municipal Code and C.R.S. § 24-33.5-801, *et seq.* authorizes the Mayor of the City of Louisville to declare that a disaster emergency has occurred or the threat of such event is imminent; and

WHEREAS, on December 30, 2021, a wildfire referred to as the Marshall Fire ignited and quickly spread to the City of Louisville, causing widespread human and economic impacts to the City of Louisville; and

WHEREAS, also on that date, the Governor of the State of Colorado issued a Declaration of Statewide Emergency in response to the Marshall Fire and the Mayor of the City of Louisville, pursuant to Chapter 2.32 of the Louisville Municipal Code and C.R.S. § 24-33.5-709 executed a Declaration of Local Disaster Emergency in and for the City of Louisville (the “Mayor’s Declaration”); and

WHEREAS, on January 1, 2022, President Joseph R. Biden approved a Major Disaster Declaration for the Event (DR-4634-CO) beginning on December 30, 2021 and continuing thereafter; and

WHEREAS, Section 2.32.010.D of the Louisville Municipal Code provides the Mayor’s Declaration shall not be continued or renewed for a period in excess of seven (7) days unless the City Council approves a longer duration; and

WHEREAS, the City Council finds the cost and magnitude of responding to and recovery from the impacts of the Marshall Fire may be far in excess of the City’s available resources, and continuation of the Mayor’s Declaration will continue to assist and permit access to local emergency funds, Federal and State assistance, adjustments to policies, procedures, and ordinances to ensure the public’s health and welfare; and

WHEREAS, it is appropriate and in the interests of the public health and safety of the City and its residents to rapidly respond to the Marshall Fire and subsequent cascading impacts, such as human and economic distress, and to further protect the health and safety of the public by declaring an emergency in the City of Louisville by the City Council continuing the Mayor’s Declaration as set forth herein.

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

Section 1. The City Council hereby finds and declares there to be a local disaster emergency in the City of Louisville, to wit, the occurrence of widespread and severe damage, injury, loss of property, and potential loss of life, resulting from the Marshall Fire, requiring emergency action to avert further danger or damage, and that the Declaration of Local Disaster Emergency in and for the City of Louisville executed by the Mayor of the City of Louisville on December 30, 2021 shall be continued in effect until terminated by resolution of the City Council.

Section 2. The effect of this Resolution shall be to continue in effect the activation of the response and recovery aspects of any and all applicable local and inter-jurisdictional disaster emergency plans and to further authorize the furnishing of aid and assistance under such plans, and for the Mayor, City Manager, and other appropriate City staff to exercise those functions and be vested with such authority as set forth in Section 2.32.010 of the Louisville Municipal Code and C.R.S. § 24-33.5-709.

Section 3. The City Manager shall forthwith:

A. Publish and disseminate information to the public regarding this Resolution and the continuation of the Declaration of Local Disaster Emergency in and for the City of Louisville authorized hereby, including but not limited to on the City's website;

B. File a copy of this Resolution with the City Clerk;

C. File a copy of this Resolution with the Colorado Division of Emergency Management; and

C. Distribute a copy of this Resolution to the appropriate representatives of the news media

PASSED AND ADOPTED this 4th day of January, 2022.

Ashley Stolzmann, Mayor

ATTEST:

Meredyth Muth, City Clerk

**DECLARATION OF LOCAL DISASTER EMERGENCY IN AND FOR
THE CITY OF LOUISVILLE**

WHEREAS, Chapter 2.32 of the Louisville Municipal Code and C.R.S. § 24-33.5-801, *et seq.* authorizes the Mayor of the City of Louisville to declare that a disaster emergency has occurred or the threat of such event is imminent; and

WHEREAS, on December 30, 2021, strong wind gusts in Boulder County downed power lines and transformers, sparking a wildfire referred to as the Marshall Fire by emergency response personnel and forcing evacuation of more than 30,000 people from their homes, including the entire City of Louisville; and

WHEREAS, also on this date, the Governor of the State of Colorado issued a Declaration of Emergency in response to the Marshall Fire; and

WHEREAS, the cost and magnitude of responding to and recovery from the impact of the Marshall Fire may be far in excess of the City's available resources; and

WHEREAS, declaration of a local disaster emergency will assist and permit access to local emergency funds, Federal and State assistance, adjustments to policies, procedures, and ordinances to ensure the public's health and welfare; and

WHEREAS, it is appropriate and in the interests of the public health and safety of the City and its residents to rapidly address the Marshall Fire and subsequent cascading impacts, such as economic distress, and to further protect the health and safety of the public by declaring an emergency in the City of Louisville; and

WHEREAS, the Mayor of the City of Louisville, as principal executive officer of the City of Louisville, is authorized to unilaterally declare a local disaster pursuant to § 24-33.5-709, C.R.S. and Section 2.32.010 of the Louisville Municipal Code, and to activate the emergency management and operations plans and resolutions of the City.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. There is hereby declared to be a local disaster emergency in the City of Louisville, to wit, the occurrence of imminent threat of widespread or severe damage, injury or loss of life or property, resulting from the Marshall Fire requiring emergency action to avert danger or damage.

2. The effect of this Declaration shall be to activate the response and recovery aspects of any and all applicable local and inter-jurisdictional disaster emergency plans and to authorize the furnishing of aid and assistance under such plans, and for the Mayor, City Manager, and other appropriate City staff to exercise those functions and be vested with such authority as set forth in Section 2.32.010 of the Louisville Municipal Code and C.R.S. § 24-33.5-709.

BE IT FURTHER RESOLVED that this Declaration shall be effective upon the date and time given below, and shall remain in effect for a period of seven days unless rescinded or extended by the Louisville City Council prior to expiration.

BE IT FURTHER RESOLVED that the City Manager shall forthwith:

1. Publish and disseminate information to the public, including but not limited to on the City's website;
2. File a copy of this Declaration of Local Disaster Emergency with the City Clerk;
3. File a copy of this Declaration of Local Disaster Emergency with the Colorado Division of Emergency Management; and
4. Distribute a copy of this Declaration of Local Disaster Emergency to the appropriate representatives of the news media.

SIGNED and made immediately effective this 30th day of December at 4:45 pm.

CITY OF LOUISVILLE



Ashley Stolzmann, Mayor

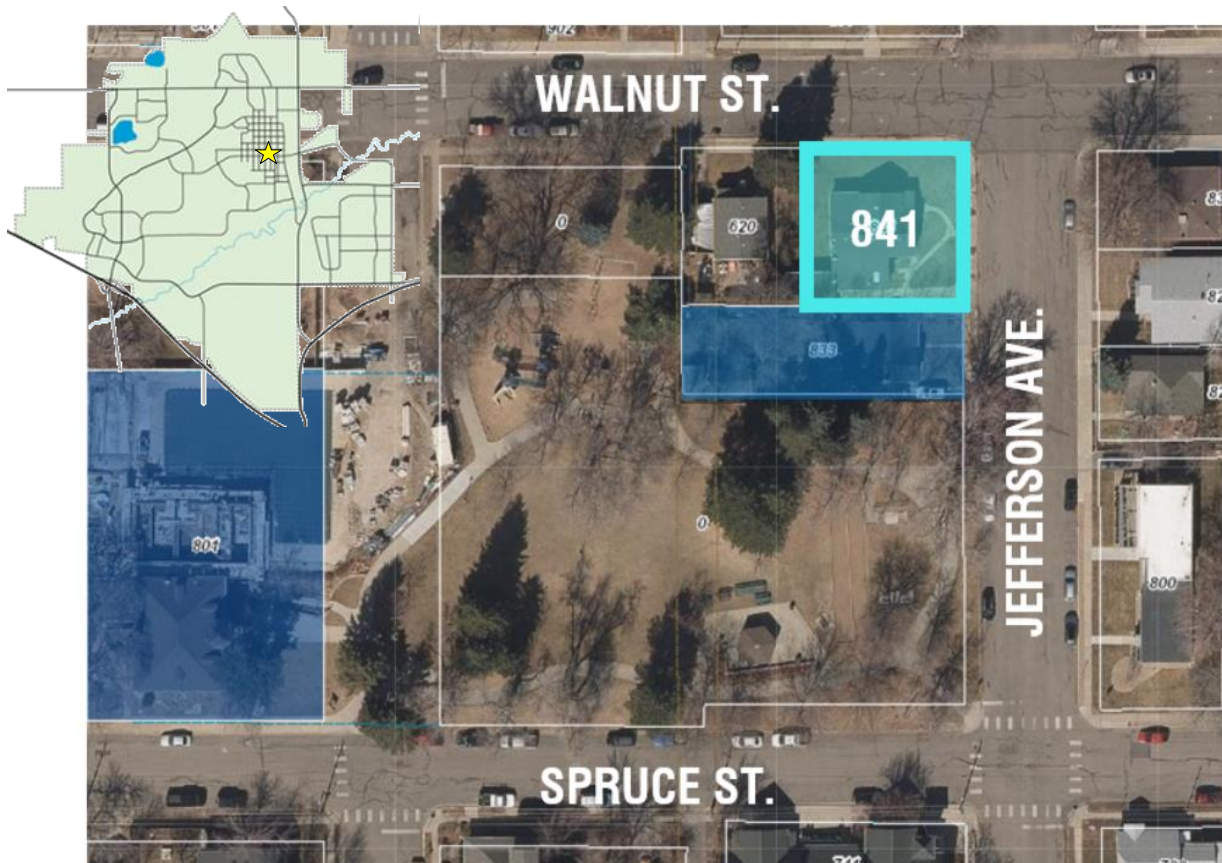
SUBJECT: 841 JEFFERSON HISTORIC LANDMARKING AND
PRESERVATION GRANT

- i. RESOLUTION NO. 2, SERIES 2022– A RESOLUTION
APPROVING THE LANDMARK DESIGNATION FOR 841
JEFFERSON AVENUE, THE MOSSONI HOUSE
- ii. RESOLUTION NO. 3, SERIES 2022 – A RESOLUTION
APPROVING A HISTORIC PRESERVATION FUND GRANT
FOR 841 JEFFERSON AVENUE

DATE: JANUARY 4, 2022

PRESENTED BY: KIM BAUER, HISTORIC PRESERVATION PLANNER
PLANNING & BUILDING SAFETY DEPARTMENT

LOCATION:



Item expected to be tabled.

SUBJECT: RESOLUTIONS NOS. 2 & 3, SERIES 2022

DATE: JANUARY 4, 2022

PAGE 2 OF 10

REQUEST:

The applicant requests the following:

Landmark Designation: Landmark designation for 841 Jefferson Avenue, to be known as the Mossoni House, and accompanying \$5,000 Landmark Bonus

Grant Request: A Historic Preservation Fund matching grant of \$17,000 for preservation, rehabilitation and restoration work on the structure. This the first grant request for the property.

The work proposed for the grant funds has been completed. Section 12(h) of Resolution 17-2019 allows for the approval of a matching grant credit for work done up to five years prior to Landmarking. This section is quoted below:

Section 12. Maximum grant amounts, time limits, and procedures

h. An applicant may request that the value of stabilization, restoration or preservation work completed on the structure prior to landmarking be considered as a credit against the matching requirement of this Section. Credit for such previously completed work is at the discretion of the City Council. Credit may only be considered under the following circumstances.

- i. Only work completed within five years prior to the effective date of landmarking may be considered for potential credit against the matching requirement.*
- ii. The work previously performed was for stabilization, restoration, or preservation of the historic structure. No landscaping or site work may be considered for potential credit against the matching requirement. No interior work, except for structural work, sensitive upgrading of mechanical, electrical, and plumbing systems, and other code- required work to make the property functional, may be considered for potential credit against the matching requirement.*
- iii. Consideration for credit against the matching requirement may only be given to costs of previously completed work which is documented by paid receipts or invoices. The applicant shall provide the City with complete copies of all such receipts or invoices together with proof of payment, and shall also provide any available supporting documentation upon City request. The request for consideration of previously completed work shall also be accompanied by applicant's written certification that the work for which credit is requested was completed and the costs thereof were incurred and paid, and that the information in such request is true and accurate to the best of applicant's knowledge and belief. The value of in-kind services completed by the applicant shall not be considered.*
- iv. The amount of credit given for any previously completed work shall be determined by the City Council with input from the Commission, considering such factors as the nature, extent and useful life of the work,*

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the time it was completed, the appreciated or depreciated value of the work, and such other factors as determined relevant.

HISTORICAL BACKGROUND:

Information from Bridget Bacon, Louisville Historical Museum

This building is part of Jefferson Place, the first residential subdivision in Louisville. The property at 841 Jefferson was associated with two families, the Carlton family that helped found the Methodist Church one block away at 741 Jefferson (5BL924) and the Italian Mossoni family. The house, which was extensively remodeled and expanded in 1959, has a connected history with that of 620 Walnut, located just to the west.

The Carlton family homesteaded the property and owned and occupied the house for over 50 years (1895-1943). Jane Carlton owned the property at 841 Jefferson by 1893 and the property at 833 Jefferson by 1895, when she conveyed 833 Jefferson to her son-in-law, Fred Marriott. Marriott was married to Jane Carlton's daughter, Jennie. The Carltons helped to found the local Methodist Church and played a significant role in the Methodist Ladies Aid Society. Jane and David Carlton had at least six daughters; records and directories for Louisville show that Jane Carlton lived at 841 Jefferson for several decades with her daughter, Margaret Carlton. Margaret died in 1941 and her mother, Jane, died in 1942.

The Mossoni family owned the property for at least sixty-eight years and occupied it for most of that time. Norm Mossoni was born in Louisville in 1919 and grew up in his parents' home at 836 Main Street (5BL8013). His father, Lawrence (1889-1983), was an Italian-born Main Street businessman who had a hardware store on Main Street, owned the Twin Light Tavern (and before that, a pool hall) at 728 Main (5BL8009), owned what is today the Huckleberry building at 700 Main (5BL961.5), had a service station, invested in the Hi-Way Mine, and had other business interests in the Louisville area in addition to serving on the town council and serving as fire chief. Norman's mother, Marie Zarini Mossoni (1893-1973) grew up at 824 La Farge (5BL7992) in Jefferson Place as the daughter of Joseph and Virginia Zarini, who had both been born in Italy.

Item expected to be tabled.

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841 Jefferson Avenue, Boulder County Assessor's Card, 1950



841 Jefferson Avenue, Boulder County Assessor's Card, 1959

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841 Jefferson Avenue, East view. 2020.



841 Jefferson Avenue, East view. 2021.

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ARCHITECTURAL INTEGRITY:

841 Jefferson is a one-story house of brick and wood frame construction with its primary elevation facing east to Jefferson Avenue. The exterior is faced with red brick, now painted white, with horizontal siding on the west and north sides, and decorative shingling siding on the east. The property underwent an extensive remodel and addition in 1959. The roof is a cross gable with a curved catslide shape over the enclosed porch at the front entrance. On the east side, the roof has a pronounced overhang and there is a decorative lip on the lower edge of the fascia. The north and west sides have a shallow roof overhang and simple, unadorned fascia trim. The entrance is located at the north end of the east façade. It has a small concrete stoop and three concrete steps. According to the assessor's card, the front (east) and eastern 17 feet of the original house were retained. The assessor card notes that material from the original house was used in the remodel. In 1979, a permit was issued for partial brick veneer. In 1981, a 16x14 addition was constructed on the south side of the house. The roof connection to the garage was built in 1986.

Primary changes occurred over time:

- Remodel/expansion, porch enclosure, brick veneer, window and siding replacement (1959);
- Brick veneer (1979);
- Addition to south elevation (1981);
- Garage connection (1986);
- Siding replacement (1988)
- Window replacement (unknown).

HISTORICAL SIGNIFICANCE ANALYSIS AND CRITERIA FOR LISTING AS LOCAL LANDMARK:

In order to receive a City landmark designation, landmarks must be at least 50 years old and meet one or more of the criteria for architectural, social or geographic/environmental significance as described in Louisville Municipal Code (LMC) Section 15.36.050(A).

Staff finds that this application complies with the above criterion by the following:

Sec. 15.36.050. - Criteria for Designation

Criteria	Meets Criteria?	Evaluation
<i>A. Landmarks must be at least 50 years old and meet one or more of the criteria for architectural, social or geographic/environmental significance as described in this chapter.</i>	Yes	The principal structure at 841 Jefferson Avenue was constructed circa 1896-1904. The additions and renovations to the original structure completed in 1959 are more than 50 years old and have gained historical significance.

Item expected to be tabled.

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1. a. Architectural. 1) Exemplifies specific elements of an architectural style or period. 2) Example of the work of an architect or builder who is recognized for expertise nationally, statewide, regionally, or locally. 3) Demonstrates superior craftsmanship or high artistic value. 4) Represents an innovation in construction, materials or design. 5) Style particularly associated with the Louisville area. 6) Represents a built environment of a group of people in an era of history that is culturally significant to Louisville. 7) Pattern or grouping of elements representing at least one of the above criteria. 8) Significant historic remodel.	Yes	While originally an early 20th century wood frame vernacular structure, the house at 841 Jefferson Avenue was renovated substantially in 1959 and now exhibits characteristics of minimal traditional, ranch, and Tudor-revival styles. This significant historic remodel was a transformation that spoke directly to the popular styles of the post-WWII period. This house is associated with the historic development of Louisville and the Jefferson Place subdivision.
1. b. Social. 1) Site of historic event that had an effect upon society. 2) Exemplifies cultural, political, economic or social heritage of the community. 3) Association with a notable person or the work of a notable person.	Yes	This house is associated with two locally prominent families, the Carlton and Mossoni families. The Carlton family homesteaded the property and owned and occupied the house for over 50 years. The Carltons helped to found the local Methodist Church and played a significant role in the Methodist Ladies Aid Society. The Mossoni family owned the property for over sixty-eight years and occupied it for most of that time. Norm Mossoni was a locally prominent businessman who owned a Main Street hardware store, a tavern, and service station. He was an investor in the local Hi-Way coal mine. Mr. Mossoni served as the Louisville fire chief and served on the town council.
1. c. Geographic/environmental. 1) Enhances sense of identity of the community.	Yes	The 1959 era remodel would've spoken directly to stylistic proclivities popular in the post-WWII period. Many homes built or remodeled in suburbs across America

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2) <i>An established and familiar natural setting or visual feature that is culturally significant to the history of Louisville.</i>		at this time would've had similarly styled homes.
3. <i>All properties will be evaluated for physical integrity and shall meet one or more of the following criteria:</i> a. Shows character, interest or value as part of the development, heritage or cultural characteristics of the community, region, state, or nation. b. Retains original design features, materials and/or character. c. Remains in its original location, has the same historic context after having been moved, or was moved more than 50 years ago. d. Has been accurately reconstructed or restored based on historic documentation.	Yes	This structure adds character and value to Old Town. This property was originally developed as part of Jefferson Place, although it has since been re-platted to a different subdivision, Mossoni Place. Jefferson Place Subdivision is a historic residential neighborhood adjacent to downtown Louisville. Relative to the property's qualities between 1959 and 1962, it has integrity of location, setting, design, materials, feeling, workmanship and association. Although the south addition was built after 1962, it is not prominent from either Jefferson or Walnut, so integrity of design is compromised but not completely lost.

GRANT REQUEST:

The applicant is requesting approval of a Preservation and Restoration Grant credit for rehabilitation and restoration work on the structure at 841 Jefferson Avenue. Under Resolution No. 17, 2019, Section 12(h)(i), projects completed within five years prior to an applicant landmarking, the owner can apply for a matching grant and use the work completed as a matching credit. The total grant request is \$17,000. This grant would be in addition to the \$5,000 signing bonus for landmarking the structure and the \$4,000 grant for the Historic Structure Assessment previously approved for the property.

A Historic Structure Assessment was previously done for the property, completed by Bret Johnson Architecture and paid for by the Historic Preservation Fund. The assessment (attached) makes several recommendations including: replacing the siding, removing/repairing the soffit and flashing. The applicant has supplied receipts for the work completed. The proposed total cost for all of the eligible work on the historic structure is \$34,000.

COST ESTIMATE OF PROPOSED WORK: \$34,000

MATCHING GRANT CREDIT REQUESTED: \$17,000 (matching grant maximum \$40,000)

Item expected to be tabled.

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Grants:

Under Resolution No. 17, Series 2019, residential applicants are eligible for a \$5,000 unmatched incentive grant as a landmark bonus. Owners of a landmarked property will be eligible for this grant following the signing of the landmark and grant agreements. The remaining \$40,000 grant shall be conditioned based on the applicant matching one hundred percent of the amount for approved work. Approved work must fall under the categories of preservation, rehabilitation, and restoration.

Preservation is the act or process of applying measures necessary to sustain the existing form, integrity, and materials of an historic property as they now exist. Approved work focuses upon the repair of exterior historic materials and features rather than extensive replacement and new construction.

Rehabilitation is the act or process of making possible a compatible use for a property through repair, alterations, and additions while preserving those portions or features which convey its historical, cultural, or architectural values. Rehabilitation acknowledges the need to alter or add to a historic property to meet continuing or changing uses while retaining the property's historic character. The limited and sensitive upgrading of mechanical, electrical, and plumbing systems and other code-required work to make properties functional is appropriate.

- Window and door replacement
- Siding replacement

Restoration is the act or process of accurately depicting the form, features, and character of a property as it appeared at a particular period of time. Approved work focuses on exterior work and includes the removal of features from other periods in its history and reconstruction of missing features from the restoration period.

The applicant is requesting a matching grant amount of \$17,000 be considered under Resolution No. 17, Series 2019. The Resolution allows for grants up to the amount of \$40,000 “conditioned based on the applicant matching at least one hundred percent (100%) of the amount of the grant.”

HISTORIC PRESERVATION COMMISSION ACTION:

The Historic Preservation Commission (HPC) held a public hearing on the application on November 15, 2021. The HPC voted to recommend approval of both the local landmark designation and the Historic Preservation Fund grant request. In addition, the HPC approved an alternation certificate for the restoration work associated with the grant request. The HPC determined the rehabilitation work did not affect the architectural integrity and qualified for matching grant funds.

PUBLIC COMMENT:

Staff has not received any public comments regarding the request.

Item expected to be tabled.

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FISCAL IMPACT:

Approval of this grant request allows for a grant total of up to \$17,000 from the Historic Preservation Fund: a \$17,000 Preservation Grant (matching). The current balance of the fund is approximately \$2.8 million.

PROGRAM/SUB-PROGRAM IMPACT:

The application meets the Community Design program goals and sub-program objectives by providing incentives to preserve the historic character of Old Town and to encourage the promotion and preservation of Louisville's history and cultural heritage.

RECOMMENDATION:

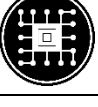
Grant

Staff recommends approval of Resolution No. 2, Series 2022 and Resolution No. 3, Series 2022, approval the local landmark designation for 841 Jefferson Avenue and naming the property the Mossoni House, and approving the Historic Preservation Grant request of \$17,000.

ATTACHMENTS:

1. Resolution No. 2, Series 2022
2. Resolution No. 3, Series 2022
3. Application Materials
4. Historic Structure Assessment
5. Historic Preservation Commission Resolution No. 9, Series 2021
6. Historic Preservation Commission Resolution No. 11, Series 2021
7. Historic Preservation Commission Minutes, November 15, 2021
8. Presentation

STRATEGIC PLAN IMPACT:

☐		Financial Stewardship & Asset Management	☐		Reliable Core Services
☐		Vibrant Economic Climate	☒		Quality Programs & Amenities
☒		Engaged Community	☐		Healthy Workforce
☐		Supportive Technology	☐		Collaborative Regional Partner

Item expected to be tabled.

RESOLUTION NO. 2 SERIES 2022

A RESOLUTION DESIGNATING THE MOSSONI HOUSE LOCATED AT 841 JEFFERSON AVENUE A HISTORIC LANDMARK

WHEREAS, there has been submitted to the City Council an application requesting a landmark eligibility determination for a historical residential property located at 841 Jefferson Avenue, on property legally described as Lot 1, Mossoni Place, City of Louisville, State of Colorado; and

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

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

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

WHEREAS, the Mossoni House has architectural significance because it is a vernacular structure that is representative of the built environment of mid-20th century Louisville; and

WHEREAS, the property 841 Jefferson Avenue (Mossoni House) has social significance because it exemplifies the cultural, political, economic or social heritage of the community considering its association with prominent Louisville families and cultural heritage; and

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

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

1. The proposed historic landmark application for the Mossoni House is hereby approved and is hereby designated a historic landmark to be preserved as such and is eligible for a \$5,000 landmark incentive grant.

Item expected to be tabled.

PASSED AND ADOPTED this 4th day of January, 2022.

Ashley Stolzmann, Mayor

ATTEST:

Meredyth Muth, City Clerk

Item expected to be tabled.

RESOLUTION NO. 3 SERIES 2022

A RESOLUTION APPROVING A PRESERVATION AND RESTORATION GRANT FOR THE MOSSONI HOUSE LOCATED AT 841 JEFFERSON AVENUE

WHEREAS, there has been submitted to the Louisville Historic Preservation Commission (HPC) an application requesting a preservation and restoration grant for the Mossoni House, a historic residential structure located at 841 Jefferson Avenue, on property legally described as Lot 1, Mossoni Place, City of Louisville, State of Colorado; and

WHEREAS, the Staff and the Louisville Historic Preservation Commission have reviewed the application and found it to be in compliance with Chapter 3.20.605.D and Section 15.36.120 of the Louisville Municipal Code; and

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

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

WHEREAS, the City Council finds the proposed improvements will assist in the preservation of the Mossoni House, a local historic landmark.

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

Section 1. The City Council hereby approves the Preservation and Restoration Grant application for work at the Mossoni House located 841 Jefferson Avenue, subject to the following:

1. Approved preservation items are those in the scope of work presented to City Council totaling \$34,000.
2. There is approved a total grant amount of **\$17,000**.

PASSED AND ADOPTED this 4th day of January, 2022.

Ashley Stolzmann, Mayor

ATTEST:

Meredyth Muth, City Clerk

Item expected to be tabled.

HISTORIC PRESERVATION APPLICATION CASE NO: _____

PROPERTY INFORMATION Address: <u>841 JEFFERSON AVE</u> <u>LOUISVUE CO 80027</u> Year of Construction: <u>1895</u> Legal Description: _____ Landmark Name and Resolution (if applicable): <u>1 MOSSONE PLACE</u>	TYPE(S) OF APPLICATION ☐ Probable Cause/Historic Structure Assessment ☒ Landmark Designation ☒ Historic Preservation Fund Grant ☐ Historic Preservation Fund Loan ☐ Landmark Alteration Certificate ☐ Demolition Review ☐ Other:
APPLICANT INFORMATION Name: <u>MATTHEW A GOLDSIEIN</u> Company: _____ Address: <u>841 JEFFERSON AVE</u> <u>LOUISVUE CO 80027</u> Telephone: <u>404-822-1430</u> Email: <u>MGOLDSIEIN@GMAIL.COM</u>	REQUEST SUMMARY (Attach additional pages if necessary) <u>REQUEST HISTORICAL</u> <u>DESIGNATION AND LOAN</u> <u>FOR FUNDS USED TO</u> <u>IMPROVE EXTERIOR.</u>
OWNER INFORMATION Name: <u>MATTHEW GOLDSIEIN</u> Company: _____ Address: <u>841 JEFFERSON AVE</u> <u>LOUISVUE CO 80027</u> Telephone: <u>404-822-1430</u> Email: _____	SIGNATURES AND DATES <u>MATTHEW GOLDSIEIN</u> Applicant Name <u>[Signature]</u> 10/11/21 Applicant Signature Date <u>Matthew Goldstein</u> Owner Name <u>[Signature]</u> 10/11/21 Owner Signature Date

Historic Preservation Fund Grant and Loan Application and Information (Revised June 2019)

Guidelines

The City of Louisville's Historic Preservation Fund (HPF) and is intended to help retain the character of Historic Old Town Louisville by promoting the preservation and rehabilitation of historic resources.

Staff contact

Felicity Selvoski, Historic Preservation Planner
749 Main St.
Louisville, CO 80027
(303) 335-4594
fselvoski@louisvilleco.gov

Deadlines

There are no application deadlines, although the date of application will determine when the public hearing for a case can occur. Please reach out to staff if there is a specific date you are targeting. Applications will be considered as they are received, but are subject to the availability of funds.

Eligible Applicants

Any owner of a historic resource (at least 50 years old) or resource that helps to define the character of Historic Louisville is eligible to apply to the HPF. "Resources" include, but are not limited to, primary structures, accessory structures, outbuildings, fences, existing or historical landscaping, archaeological sites, and architectural elements of structures.

Owners of property in Historic Old Town Louisville which will experience new construction may also be awarded grants to preserve the character of Historic Old Town. The purpose of these incentives is to limit mass, scale, and number of stories, to preserve setbacks, to preserve pedestrian walkways between buildings, and to utilize materials typical of historic buildings, above mandatory requirements. For additional information on the requirements, please reach out to the Historic Preservation Planner.

Historic Structure Assessments

Prior to any structure being declared a landmark, the property will undergo a building assessment to develop a preservation plan and establish priorities for property maintenance. At a regular meeting, the Historic Preservation Commission will review the building history, application, and relevant information to determine whether there is probable cause to believe the building may be eligible for landmarking. If

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landmarked properties are eligible for a \$50,000 incentive grant and up to \$150,000 in matching grant funds for preservation projects for a period of 36 months from when a property is declared a landmark. For properties showing extraordinary circumstances relating to building size, condition, architectural details, or other unique condition compared to similar Louisville properties, the grant limitations may be exceeded. Please reach out to the Historic Preservation Planner for more information on the grant programs.

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Eligible Costs and Improvements:

Eligible costs include hard costs associated with the physical preservation of historic fabric or elements. Labor costs are eligible IF the work is to be done by someone other than the applicant/owner (whose labor can only be used for matching purposes with an acceptable written estimate). Example eligible work *may* include the following improvements:

Repair and stabilization of historic materials:

- Siding
- Decorative woodwork and moulding
- Porch stairs and railing
- Cornices
- Masonry (such as chimney tuckpointing)
- Doors and Windows

Removal of non-historic materials, particularly those covering historic materials:

- Siding, trim and casing
- Porch enclosures
- Additions that negatively impact the historic integrity
- Repair/replacement to match historic materials

Energy upgrades:

- Repair and weather sealing of historic windows and doors
- Code required work

Reconstruction of missing elements or features:

(Based on documented evidence such as historic photographs and physical evidence) · Porches and railings

- Trim and mouldings
- False-fronts

Ineligible Costs and Improvements:

· Redecorating or any purely cosmetic change that is not part of an overall rehabilitation · Soft costs such as appraisals, interior design fees, legal, accounting and realtor fees, sales and marketing, permits, inspection fees, bids, insurance, project signs and phones, etc. · Excavation, grading, paving, landscaping or site work such as improvements to paths or fences unless the feature is part of the landmark designation, except for correcting drainage problems that are

Item expected to be tabled.

damaging the historic resource

- Repairs to additions on non-historic portions of the property
- Reimbursement for owner/self labor (which can count only towards the matching costs) ·
- Interior improvements, unless required to meet current code
- Outbuildings which are not contributing structures to a landmarked site or district

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Application Review Process

Applications will be screened by Historic Preservation Commission (HPC) staff to verify project eligibility. If any additional information is required, staff will contact the applicant directly. The HPC will evaluate the applications in a public meeting at which the applicant will be allowed to make statements. The HPC will make a recommendation to City Council, and City Council will take final action on the application.

Project Review and Completion

Any required design review or building permits must be obtained before beginning work on the project. If a property has already been landmarked, in some circumstances an Alteration Certificate must be approved by the HPC. Any changes made during the building permit approval process may require additional review by the Historic Preservation Commission, depending on the extent of the changes.

Disbursement of Funds

In most cases, grants will take the form of reimbursement after work has been completed, inspected and approved as consistent with the approved grant application. In planning your project, you should arrange to have adequate funds on hand to pay the costs of the project. Incentives may be revoked if the conditions of grant approval are not met. Under some circumstances, incentives, particularly loans, may be paid prior to the beginning of a project or in installments as work progresses.

Grant/Loan Process Outline

1. Applicant meets with Preservation Planner to discuss the scope of work.
2. Applicant meets with contractors and receives quotes.
3. Applicant submits application and documentation to staff.
4. Staff will review the application for completeness and then schedule the meeting with the HPC.
Staff will notify applicant of hearing date.
5. Public Notice Sign is posted on property by applicant advertising meeting date and neighbors within 500 feet are notified.
6. The HPC reviews the scope of work and quotes and makes a recommendation to City Council. The applicant must be present to answer questions.
7. Staff will schedule the City Council meeting. The applicant must be present to answer questions. City Council will make the final decision.
8. The grant agreement is signed by the applicant(s) and mayor. At this point, the applicant may apply for a building permit to begin the work outlined in grant agreement.
9. Inspections are completed by Building Department as required. Preservation Planner inspects work for sensitivity to historic structure
10. Applicant submits contractor invoices to staff as work is completed.
11. Staff reviews invoices for completeness and compares with invoice approved by HPC. 12. If

Item expected to be tabled.

approved, staff submits pay request to Finance Department. The check is cut to Applicant. 13.
If denied, staff works with applicant to identify reasons for denial and methods of resolution.
14. Applicant to repeat steps 11 through 14 until project is complete.

Incentives from the Historic Preservation Fund may be considered taxable income and applicants may wish to consult with a tax professional.

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Historic Preservation Application

The following information must be provided to ensure adequate review of your proposal. Please type or print answers to each question. Please keep your responses brief but thorough. If you have any questions about the application or application process, please reach out to the Historic Preservation Planner.

TYPE(S) OF APPLICATION

☒ Probable Cause Hearing/Historic Structure Assessment

☒ Landmark Designation

☒ Historic Preservation Fund Grant

Owner or Organization

☒ Historic Preservation Fund Loan ☐

Landmark Alteration Certificate ☐ Demolition Review

☐ Other: _____

1. OWNER/APPLICANT INFORMATION

Name(s): Matthew Goldstein

Mailing Address: 841 Jefferson Ave Louisville CO 80027

Telephone: 404-822-1430

Item expected to be tabled.

Email: mgoldstein4@gmail.com

Applicant/Contact Person (if different than owner)

Name:

Company:

_____ Mailing

Address:

Telephone:

Email:

2. PROPERTY INFORMATION

Address:

Legal Description: _____

Parcel Number: 1 Mossoni Place Year of construction (if known): 1895 Landmark

Name and Resolution (if applicable):

Primary Use of Property: Primary Residence

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3. REQUEST SUMMARY

4. PROJECT DESCRIPTION (Please do not exceed space provided below.)

Item expected to be tabled.

a. Provide a brief description of the proposed scope of work.

I have replaced the siding, windows, doors, and repainted the exterior.

b. Describe how the work will be carried out and by whom. Include a description of elements to be rehabilitated or replaced and describe preservation work techniques that will be used.

I used insured contractors

c. Explain why the project needs historic preservation funds. Include a description of community support and/or community benefits, if any. The exterior was over 50 years old and was no longer looking good. Also I replaced with shaker siding which gives it a more classic historical cottage look. Windows were old and not working effectively and were extremely energy inefficient.

5. DESCRIPTION OF REHABILITATION *(Attach additional pages as necessary.)*

Name of Architectural Feature:

Describe feature and its condition: Old siding and gutters	Describe proposed work on feature: replaced siding and gutters
--	--

Name of Architectural Feature:

Describe feature and its condition: Old doors worn down and ugly	Describe proposed work on feature: Replace doors
--	--

Name of Architectural Feature:

Describe feature and its condition: Old windows ugly, not working well, and energy inefficient	Describe proposed work on feature: replace all windows
--	--

Name of Architectural Feature:

Item expected to be tabled.

Describe feature and its condition: Old brick and trim	Describe proposed work on feature: Paint the brick and trim to make look newer and more bright and classic historic cottage.
--	--

3

5

6. COST ESTIMATE OF PROPOSED WORK

Provide a budget that includes accurate estimated costs of your project. Include an itemized breakdown of work to be funded by the incentives and the work to be funded by the applicant. Include only eligible work elements. Use additional sheets as necessary. When possible, include quotes for the proposed work.

Type of Incentive: GRANT LOAN BOTH

Feature	Proposed Work to be Funded	Fund Request	Match (M)	Total
A.	Siding and gutters	\$ 24488	\$ 12244	\$
B.	Paint exterior	\$ 3680	\$ 1840	\$
C.	New Doors	\$ 1500	\$ 750	\$
D.	Windows	\$ 11961	\$ 5980	\$
E.		\$	\$	\$
F.		\$	\$	\$
G.		\$	\$	\$
H.		\$	\$	\$
I.		\$	\$	\$
J.		\$	\$	\$

Item expected to be tabled.

K.		\$	\$	\$
	Total Proposed Work	\$ 41629	\$ 20814	\$

Total Eligible work: \$34,000 \$17,000

For loan requests, indicate total loan request here:	
--	--

If partial incentive funding were awarded, would you complete your project? YES NO

6

7. ADDITIONAL MATERIALS REQUIRED

The following items must be submitted along with this application:

- B One set of photographs for each feature as described in Item 4 "Description of Rehabilitation". Digital is preferred.
- B A construction bid if one has been completed for your project (recommended).
- B Working or scaled drawings, spec sheets, or materials of the proposed work, if applicable to your project.

8. ASSURANCES

The Applicant hereby agrees and acknowledges that:

- A. Funds received as a result of this application will be expended solely on described projects, and must be completed within established timelines.
- B. Awards from the Historic Preservation Fund may differ in type and amount from those requested on an application.
- C. Recipients must submit their project for any required design review by the Historic Preservation Commission and acquire any required building permits before work has started.
- D. All work approved for grant funding must be completed even if only partially funded through this incentives program.
- E. Unless the conditions of approval otherwise provide, disbursement of grant or rebate funds will occur after completion of the project.
- F. The incentive funds may be considered taxable income and Applicant should consult a tax professional if he or she has questions.
- G. If this has not already occurred, Applicant will submit an application to landmark the property to the Historic Preservation Commission. If landmarking is not possible for whatever reason,

Item expected to be tabled.

Applicant will enter into a preservation easement agreement with the City of Louisville. Any destruction or obscuring of the visibility of projects funded by this grant program may result in the City seeking reimbursement.

H. The Historic Preservation Fund was approved by the voters and City Council of Louisville for the purpose of retaining the city's historic character, so all work completed with these funds should remain visible to the public.

Applicant/Owner Date

Signature of

Applicant/Owner Date

Signature of

7

APPENDIX A: HELPFUL TERMS & DEFINITIONS

BASIC PRESERVATION

The Concept of Significance

A building possessing architectural significance is one that represents the work of a noteworthy architect, possesses high artistic value or that well represents a type, period or method of construction. A historically significant property is one associated with significant persons, or with significant events or historical trends. It is generally recognized that a certain amount of time must pass before the historical significance of a property can be evaluated. The National Register, for example, requires that a property be at least 50 years old or have extraordinary importance before it may be considered. A property may be significant for one or more of the following reasons:

- Association with events that contributed to the broad patterns of history, the lives of significant people, or the understanding of Louisville's prehistory or history.
- Construction and design associated with distinctive characteristics of a building type, period, or construction method.
- An example of an architect or master craftsman or an expression of particularly high artistic values.
- Integrity of location, design, setting, materials, workmanship, feeling and association that form a district as defined by the National Register of Historic Places Guidelines.

The Concept of Integrity "Integrity" is the ability of a property to convey its character as it existed during its period of significance. To be considered historic, a property must not only be shown to have historic or architectural significance, but it also must retain a high degree of physical integrity. This is a composite of seven aspects or qualities, which in various combinations define integrity, location, design, setting, materials, workmanship, feeling and association. The more qualities present in a property, the higher its physical integrity. Ultimately the question of physical integrity is answered by whether or not the property retains a high percentage of original structure's identity for which it is significant.

The Period of Significance Each historic town has a *period of significance*, which is the time period during which the properties gained their architectural, historical or geographical importance. Louisville, for example, has a period of significance which spans approximately 75 years (1880- 1955). Throughout this period of significance, the City has been witness to a countless number of buildings and additions which have become an integral part of the district. Conversely, several structures have been built, or alterations have been made, after this period which may be considered for removal or replacement.

BUILDING RATING SYSTEM

Contributing: Those buildings that exist in comparatively "original" condition, or that have been appropriately restored, and clearly contribute to the historic significance of downtown. Preservation of the present condition is the primary goal for such buildings.

Contributing, with Qualifications: Those buildings that have original material which has been covered, or buildings that have experienced some alteration, but that still convey some sense of history. These buildings would more strongly contribute, however, if they were restored.

8

Supporting category

These are typically buildings that are newer than the period of historic significance and therefore do not contribute to our ability to interpret the history of Louisville. They do, however, express certain design characteristics that are compatible with the architectural character of the historic district. They are "good neighbors" to older buildings in the vicinity and therefore support the visual character of the district.

Non-contributing building category

These are buildings that have features that deviate from the character of the historic district and may impede our ability to interpret the history of the area. They are typically newer structures that introduce stylistic elements foreign to the character of Louisville. Some of these buildings may be fine examples of individual building design, if considered outside the context of the district, but they do not contribute to the historic interpretation of the area or to its visual character. The detracting visual character can negatively affect the nature of the historic area.

Non-contributing, with Qualifications: These are buildings that have had substantial alterations, and in their present conditions do not add to the historic character of the area. However, these buildings could, with substantial restoration effort, contribute to the downtown once more.

PRESERVATION APPROACHES

While every historic project is different, the Secretary of the Interior has outlined four basic approaches to responsible preservation practices. Determining which approach is most appropriate for any project requires considering a number of factors, including the building's historical significance and its existing physical condition. The four treatment approaches are:

- Preservation places a high premium on the retention of all historic fabric through conservation, maintenance and repair. It reflects a building's continuum over time, through successive occupancies, and the respectful changes and alterations that are made.
- Rehabilitation emphasizes the retention and repair of historic materials, but more latitude is provided for replacement because it is assumed the property is more deteriorated prior to work. Restoration focuses on the retention of materials from the most significant time in a property's history, while permitting the removal of materials from other periods.
- Reconstruction establishes limited opportunities to re-create a non-surviving site, landscape, building, structure, or object in all new materials.

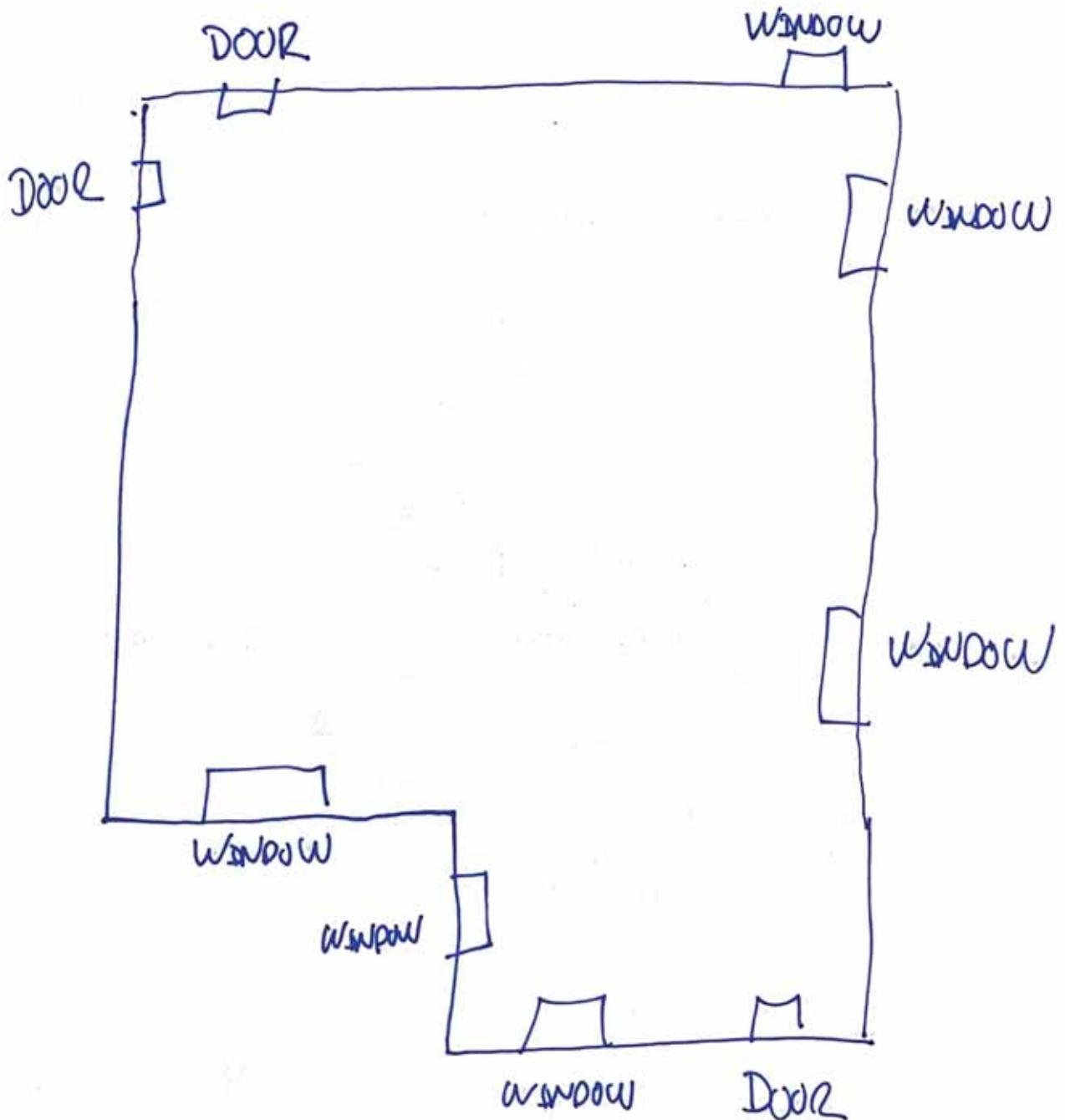
The Secretary of the Interior's website outlines these approaches and suggests recommended techniques for a variety of common building materials and elements. An example of appropriate and inappropriate techniques for roofs is provided in the sidebars. Additional information is available from preservation staff and the Secretary's website at: www.cr.nps.gov/hps/tps/standguide/index.htm

THE SECRETARY OF THE INTERIOR'S STANDARDS

The Standards are neither technical nor prescriptive, but are intended to promote responsible preservation practices that help protect our Nation's irreplaceable cultural resources. For example, they cannot, in and of themselves, be used to make essential decisions about which features of the historic building should be saved and which can be changed. But once a treatment is selected, the Standards provide philosophical consistency to the work.

Item expected to be tabled.

841 JEFFERSON AVE



ALL NEW SIDING/GUTTERS/PAINT

Item expected to be tabled.

Direct Siding

6491 S Spotswood St
Littleton, CO 80120 US
+1 3038767570
office@directsidingcolorado.com
www.directsidingcolorado.com



INVOICE

BILL TO
Matthew Goldstein
841 Jefferson t
Louisville, CO 80027

INVOICE 78_49
DATE 06/15/2021
TERMS Due on receipt
DUE DATE 06/15/2021

SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
Lap Siding	20% Deposit for Siding / Fascia / Soffits / Gutter Replacement	1	4,500.00	4,500.00

PAYMENT	4,500.00
---------	----------

BALANCE DUE	\$0.00
-------------	---------------

PAID

Item expected to be tabled.

Direct Siding

6491 S Spotswood St
Littleton, CO 80120 US
+1 3038767570
office@directsidingcolorado.com
www.directsidingcolorado.com



INVOICE

BILL TO
Matthew Goldstein

INVOICE 78_57
DATE 07/14/2021
TERMS Due on receipt
DUE DATE 07/14/2021

SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
Lap Siding	40% Progress Payment	1	9,735.00	9,735.00

PAYMENT 9,735.00

BALANCE DUE **\$0.00**
PAID

Item expected to be tabled.

Direct Siding

6491 S Spotswood St
Littleton, CO 80120 US
+1 3038767570
office@directsidingcolorado.com
www.directsidingcolorado.com



INVOICE

BILL TO
Matthew Goldstein

INVOICE 78_66
DATE 07/30/2021
TERMS Due on receipt
DUE DATE 07/30/2021

SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
Lap Siding	Remaining Contract Balance	1	10,103.42	10,103.42
Custom Project	Frame Window	1	150.00	150.00

PAYMENT	10,253.42
---------	-----------

BALANCE DUE	\$0.00
	PAID

Item expected to be tabled.

2185 Sherri Mar St

(720) 819-9192
lperez0194@gmail.com

INVOICE

Luis Painting LLC

Bill To Matt Goldstein
841 Jefferson Ave Louisville Co 80027

Invoice Num 56
Date Jul 12, 2021
Due Date Aug 11, 2021
Terms 30 days

Description	Quantity	Rate	Amount
* Exterior work, power washing, primer the bricks: 2 coats of paint. 3 doors and garage door making total for 4 doors, bricks will be sprayed and back rolled. \$3,600 in total. Will need a deposit for materials \$1,500 Will be available next week	1	\$3,600.00	\$3,600.00

* Indicates non-taxable item

Thank you for your business.

Subtotal	\$3,600.00
Tax (8%)	\$0.00
Total	\$3,600.00
Paid	\$0.00

Balance Due	\$3,600.00
--------------------	-------------------

Item expected to be tabled.

- INSTALLED SOS SALE -

SALES#: S0220PS1 2090107 TRANS#: 67331386 05-08-19

104434 1BS213-CL-LE-SD 607.14
UNFINISHED SMOOTH SURFACE
(PICK UP LATER - LOWES # 220 on 06/07/2019)

PO #: 100247417

INVOICE 77414 SUBTOTAL: 607.14



INVOICE 77410 SUBTOTAL: 2,552.99
INVOICE 77411 SUBTOTAL: 206.91
INVOICE 77412 SUBTOTAL: 62.15
INVOICE 77413 SUBTOTAL: 1,236.35
INVOICE 77414 SUBTOTAL: 607.14
SUBTOTAL: 4,665.54
TAX: 102.42
BALANCE DUE: 4,847.96
VISA: 4,847.96

VISA:XXXXXXXXXX2420 AMOUNT:4,847.96 AUTHID:013890
KEYED REFID:022067011890 05/08/19 10:07:12

[Signature]

STORE: 0220 TERMINAL: 67 05/08/19 10:07:47
OF ITEMS PURCHASED: 28
EXCLUDES FEES, SERVICES AND SPECIAL ORDER ITEMS

THANK YOU FOR SHOPPING LOWE'S.
SEE REVERSE SIDE FOR RETURN POLICY
STORE MANAGER: AMANDA FARMER

LOWE'S PRICE MATCH GUARANTEE
FOR MORE DETAILS, VISIT LOWES.COM/PRICEMATCH

YOUR OPINIONS COUNT!

REGISTER FOR A CHANCE TO BE

ONE OF FIVE \$300 WINNERS DRAWN MONTHLY!

REGISTRESE EN EL SORTEO MENSUAL

PARA SER UNO DE LOS CINCO GANADORES DE \$300!

REGISTER BY COMPLETING A GUEST SATISFACTION SURVEY

WITHIN ONE WEEK AT: www.Lowes.com/survey

Y O U R I D # 67402 0220 128

NO PURCHASE NECESSARY TO ENTER OR WIN.

VOID WHERE PROHIBITED. MUST BE 18 OR OLDER TO ENTER.

OFFICIAL RULES & WINNERS AT: www.Lowes.com/survey

STORE: 0220 TERMINAL: 67 05/08/19 10:07:47

- INSTALLED SOS SALE -

SALES#: S0220PS1 2090107 TRANS#: 67331386 05-08-19

88918 TRUWOOD 5/4X4X16 62.15
TRUWOOD 5/4 X 4" X 16'
5 @ 12.43

(PICK UP LATER - LOWES # 220 on 06/07/2019)

PO #: 100247415

INVOICE 77412 SUBTOTAL: 62.15



- INSTALLED SOS SALE -

SALES#: S0220PS1 2090107 TRANS#: 67331386 05-08-19

3730 TUSCANY 8225T DH NET 338.07
TUSCANY, 8225T, DH, ACTUA
(PICK UP LATER - LOWES # 220 on 06/07/2019)
3730 TUSCANY 8125T DS NET 898.28
TUSCANY, 8125T, DS, ACTUA
2 @ 449.14

(PICK UP LATER - LOWES # 220 on 06/07/2019)

PO #: 100247416

INVOICE 77413 SUBTOTAL: 1,236.35



LOWE'S HOME CENTERS, LLC

1171 DILLON RD

LOUISVILLE, CO 80027 (303) 655-1335

PICK UP INFORMATION

TO OBTAIN STOCK MERCHANDISE DESTINATED AS
(PICK UP LATER) ON THIS RECEIPT, YOU MUST
COME TO THE CUSTOMER SERVICE DESK.

- INSTALLED SOS SALE -

SALES#: S0220PS1 2090107 TRANS#: 67331386 05-08-19

59841 WINDOW LABOR
WINDOW LABOR
(DIRECT DELIVERY)

PO #: 100247414

INVOICE 77410 SUBTOTAL: 2,552.99



- INSTALLED SALE -

SALES#: S0220PS1 2090107 TRANS#: 67331386 05-08-19

854892 29007-08 35.91
2X6X8 KD RGH RED CEDAR
3 @ 11.97

(PICK UP LATER - LOWES # 220 on 06/07/2019)

6093 6093 149.52

1-4-8 PRIMED MDF BOARD

24 @ 6.23

(PICK UP LATER - LOWES # 220 on 06/07/2019)

147316 INSTALTAPESO 21.48

PELLA 3-IN X 50-FI WINDOW

(PICK UP LATER - LOWES # 220 on 06/07/2019)

INVOICE 77411 SUBTOTAL: 206.91



[Back to Quote](#)

LOWE'S HOME CENTERS, LLC #220
 1171 DILLON RD
 LOUISVILLE, CO 80027-9444
 USA
 (303) 665-1335



Project #: 637234334 Description: Entry Door TB
 Customer Name: GOLDSTEIN MATT
 Customer Phone: (404) 822-1430
 Customer Address: 841 JEFFERSON AVE
 LOUISVILLE, CO 80027
 USA

Line Item	Product Code	Unit Price	Quantity	Total Price
Frame Size	Description			
0001	Manufacturer: Therma-Tru - Trimco Aurora CO			
Size = 33 1/2-in W x 81 5/8-in	Division : Millwork			
	Product : Doors			
	Type : Entry/Exterior			
	Product Material : Smooth Fiberglass			
	Impact Rated : No			
	Material Type : Smooth Star			
	Configuration : Single Door			
	Slab Width : 32-in			
	Custom Height : No			
	Slab Height : 79 4/85-in			
	Product Style : Half Lite			
	Panel Design : Half Lite Flush			
	Glass Style : Clear			
	Door Grids : None			
	Door Glass Type : Clear Insulated / Low E			
	Model : S104-LE			
	Handing : Left Hand Inswing			
	Sill : Mill Finish Composite Adjustable Inswing Sill			
	Actual Width: 33 1/2-in			
	Actual Height: 81 5/8-in			
	Fits Opening Width: 34 1/4-in			
	Fits Opening Height: 82-in			
	Dimension Confirmation : Yes, the dimensions are correct			
	Prefinish Options : No Prefinishing			
	Same-Day Stain Kit : None			
	Jamb Size : 4 9/16-in			
		\$460.51	1	\$460.51

Jamb Type : Primed Pine Bore : Double Hinge Type : Standard Hinge Finish : Brushed Nickel Sill Pan : No Compression Weather Strip : White Brickmould : Yes (Attached) Door U-Factor : .22 Door Solar Heat Gain Coefficient (SHGC) : .09 Door STC Rating : 26 Lead Time : 21 Days Item Number : 83611 *****15% off from 06/25/20 to 07/08/20***	
--	--

Project Total: **\$460.51**

Salesperson: TONY BETZ (S0220TB1)

Accepted by: _____

Date: 07/01/2020

[Print Detailed Quote](#)

This quote is an estimate only and valid for 30 days on all regularly priced items. For promotional items please refer to the dates listed above. This estimate does not include tax or delivery charges. Estimated arrival will be determined at the time of purchase. All of the above quantities, dimensions, specifications and accessories have been verified and accepted by the customer. **** Special order configured products are subject to a 20% restocking fee if returned. ****

Item expected to be tabled.

Duke Heritage Builders

jonny@dukeheritagebuilders.com



INVOICE

BILL TO

Michele Schlessner
841 Jefferson Ave
Louisville, CO 80027

INVOICE # 200127

DATE 08/22/2020

DUE DATE 08/24/2020

TERMS Due on receipt

DESCRIPTION	QTY	RATE	AMOUNT
Demolition Amount now due for labor and materials to complete demolition.	1	700.00	700.00
Dumpster Amount due for dumpster rental and debris disposal	1	475.00	475.00
Plumbing Amount to remove existing washing machine plumbing and reconfigure drain and supply lines at sink area to accommodate washing machine supply and drain lines	1	1,226.00	1,226.00
Electrical Amount due to relocate existing electrical in wall add switch operated outlet outside, add GFCI protection to all laundry room 110 V outlets and outside drive porch outlet. outlet	1	650.00	650.00
Framing Re-framed window opening and cut in door rough opening. removed and replaced existing header to accommodate new door at that location.	1	1,115.00	1,115.00
Brick Work Cut new entryway through brick cap and return opening and tuck point to accommodate new door installation. 50% down rest due on next invoice	1	950.00	950.00
Drywall Repair Installed new drywall and repaired areas that were effected by the by plumbing, electrical and door work.	1	565.00	565.00
change Order Request	1	132.00	132.00

Item expected to be tabled.

DESCRIPTION	QTY	RATE	AMOUNT
Rotten sub flooring from water damage: Replaced section of flooring affected by chronic water exposure			
change Order Request Skim-coat adjacent bathroom wall and repair holes removed and replaced more drywall to accommodate window removal	1	225.00	225.00
change Order Request Relocate and replaced all old dryer vent ducting and bore new 4" hole through exterior brick wall.	1	149.00	149.00
change Order Request relocate dryer electrical to new dryer location	1	135.00	135.00
change Order Request Removed existing window to accomodate change to new door location.	1	40.00	40.00
BALANCE DUE			\$6,362.00

Item expected to be tabled.

GOLDSTEIN RESIDENCE

841 JEFFERSON, LOUISVILLE, COLORADO

HISTORIC STRUCTURE ASSESSMENT

June 7, 2021



This project was paid for by a Louisville Historic Preservation Fund Grant.
Resource #5BL11307

Item expected to be tabled.

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1.0 INTRODUCTION

The Building is located at 841 Jefferson Street in Louisville, Colorado.

The goals of this Historic Structure Assessment are to determine the restoration and rehabilitation needs of the house and their associated costs. The assessment will be used to guide decisions about improvements, preservation and restoration activities, and will be a planning tool for grant applications.

1.1 Research Background / Participants

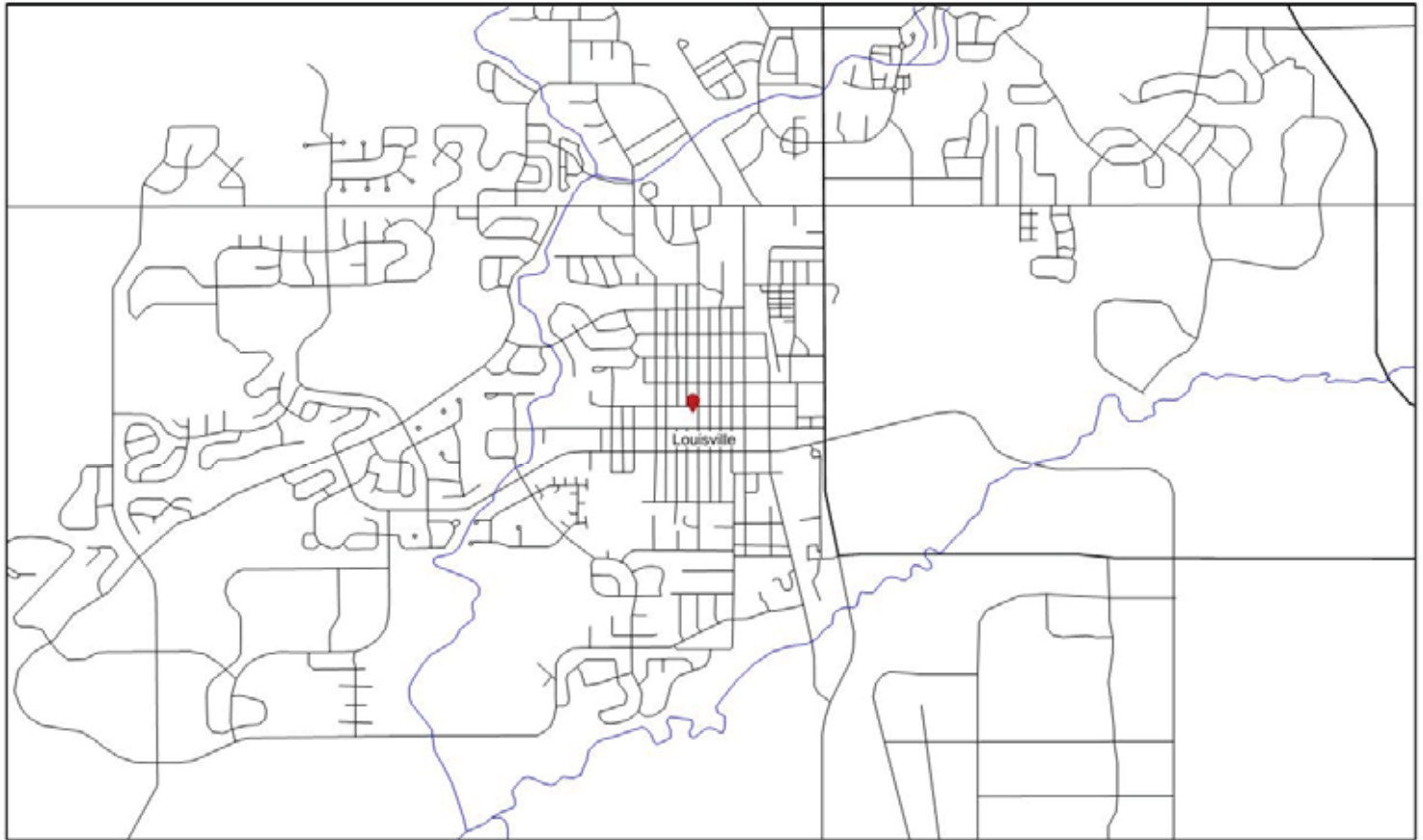
Bret Johnson Architecture was commissioned by the homeowner, Matt Goldstein, to prepare the assessment.

Data for the assessment are based primarily on field investigations of the building. The field investigation for the report was conducted in September of 2020. The weather was clear, with temperatures in the low 80's. Historical documentation was provided by the City of Louisville Historical Museum.

The project was funded by a Grant from the Louisville Historic Preservation Fund.

841 Jefferson

1.2 Building Location



Vicinity Map/Site Plan/Legal Description

Legal Description

Lot 1, Mossoni Place



Site Plan

841 Jefferson

2.0 HISTORY AND USE

This building is part of Jefferson Place, the first residential subdivision in Louisville. The property at 841 Jefferson was associated with two families, the Carlton family that helped found the Methodist Church one block away at 741 Jefferson and the Italian Mossoni family. The house, which was extensively remodeled and expanded in 1959, has a connected history with that of 620 Walnut, located just to the west.

841 Jefferson also has a connected history with that of 833 Jefferson, the next parcel to the south. Jane Carlton was a common owner of the properties in the 1890s. Jane Carlton owned the property at 841 Jefferson by 1893 and the property at 833 Jefferson by 1895, when she conveyed 833 Jefferson to her son-in-law, Fred Marriott. Marriott was married to Jane Carlton's daughter, Jennie. In 1896, Jane Carlton made a declaration of homestead with respect to this property at 841 Jefferson.

Jane Carlton acquired this property from R. S. Vanolinda, who acquired it from Jefferson Place developer Charles Welch in 1889. Rebecca Smith Vanolinda (1863-1940) arrived in the US from England in circa 1877 and married Charles Vanolinda in 1881. Records show that they had children. According to the 1885 Colorado state census, the family was living in Louisville and Charles Vanolinda was a coal miner. It is not clear whether they were living in this location at that time.

Jane Trimble Carlton (1849-1942) was the daughter-in-law of Thomas Carlton, who was the major force behind the founding of the Methodist Church nearby at 741 Jefferson (5BL924) in Jefferson Place. She was born in Carlisle, Cumberland, England and married David Carlton in 1868. Some records indicate that she came to the US in 1881.

David Carlton died in 1892. His father, Thomas Carlton, who by all accounts was the major force behind the founding of the Methodist Church, died in 1892; his mother, Jane McLean Carlton, died in 1891. Jane and David Carlton had at least six daughters: Ann (Knowles), Jane, or Jennie (Marriott), Sarah Isabella Williams), Mary (Dutton), Margaret, and Mabel (Stoiber). In another connection with other Jefferson Place properties, Mabel Carlton married John Stoiber Jr. of 733 Jefferson and they lived for a time at 700 Spruce in Jefferson Place.

Census records and directories for Louisville show that Jane Carlton lived at 841 Jefferson for several decades with her unmarried daughter, Margaret Carlton (1878-1941). The 1904 directory, which is the first directory for Louisville that gives residential locations, shows Jane Carlton and Margaret Carlton to be living in this location, described as "Walnut and Jefferson."

The directories show that the residency of Jane and Margaret Carlton at 841 Jefferson continued almost without exception until 1940. Margaret died in 1941 and her mother, Jane, died in 1942. Census records for Jane Carlton could not be located for 1900 or 1910. The 1920 census records show that also living with Jane Carlton at this location at that particular time were her daughter Mary Dutton, Mary's husband Harvey Dutton, and four children. Harvey Dutton worked as a miner. At the time of the 1930 census, Jane Carlton and her daughter Margaret were living by themselves at 841 Jefferson. Directories show that in at least 1932 and 1933, this mother and daughter had a dry goods and notions business in the 800 block of Main Street. The business was known as "Carlton & Carlton." Records show that Jane Carlton was a charter member of the Methodist Church and played a significant role in the Ladies Aid Society of the Methodist Church. In the following 1925 photo of the Ladies Aid Society, the woman seated on the farthest right is Jane Carlton, owner of 841 Jefferson.

2.1 Architectural Significance and Construction History

841 Jefferson is a one-story house of brick and wood frame construction, irregularly shaped in plan, with its primary elevation facing east to Jefferson Avenue. The foundation is concrete masonry units. The exterior is faced with red brick with horizontal composition gable siding on the west and north sides, which date from a 1959 addition presenting a more contemporary ranch-like style. The east and south elevations have horizontal composition siding painted white, with red brick wainscot and horizontal composition siding painted red at the front entrance and on the gables. The roof is a cross gable with a curved catslide shape over the enclosed porch at the front entrance. Roofing consists of dark gray asphalt shingles. On the east side, the roof has a pronounced overhang and there is a decorative scalloped shape on the lower edge of the fascia. The north and west sides have a shallow roof overhang and simple, unadorned fascia trim. The entrance is located at the north end of the east facade. It has a small concrete stoop and three concrete steps. The entrance has a painted wood panel door. South of the entrance, centered below the east gable roof, there is a prominent "picture" window with flanking single-hung windows, sheltered by a shed-roofed awning. Typical windows on the house are 2/2 single-hung vinyl sash, some set in pairs. The garage is located at the southwest corner of the property. It is attached to the house by a roof structure.

This property was originally developed as part of Jefferson Place, although it has since been re-platted to a different subdivision, Mossoni Place. Jefferson Place Subdivision is a historic residential neighborhood adjacent to downtown Louisville. The subdivision is laid out on a standard urban grid of narrow, deep lots with rear alleys. Houses are built to a fairly consistent setback line along the streets with small front lawns, deep rear yards and mature landscaping. Small, carefully maintained single-family residences predominate. Most of the houses are wood framed, one or one and one-half stories in height, featuring white or light-colored horizontal wood or steel siding, gabled or hipped asphalt shingled roofs and front porches. While many of the houses have been modified over the years, most of the historic character-defining features have been preserved.

841 Jefferson Avenue is on a large corner lot and the house was extensively remodeled and expanded in 1959. Like many of the other corner properties in Jefferson Place, this is a larger land parcel. The house is set back further from both streets than many other properties in the area. The house has a long, rambling floor plan that is unusual for the neighborhood, although the main facade facing Jefferson Avenue does retain some of the scale and features (front gable with overhang, light-colored horizontal siding, one-story height) of other nearby houses. The north elevation, facing Walnut Street, presents an entirely different character with its dark brick wall material and long ranch-style profile.

841 Jefferson has generous grassy front lawns that are open to both Walnut and Jefferson. The north side of the house also has a grass lawn, open to the adjacent property except for a tall wooden privacy fence west of the garage. A broad concrete driveway leads from Jefferson Avenue to the garage at the west end of the lot. The grade slopes down to the south. There is a covered patio connecting the garage and house. From the Jefferson Avenue city walk, a curved concrete walk leads to three concrete steps and a concrete stoop at the front entrance. A branch from the curved walkway leads southwest to the driveway.

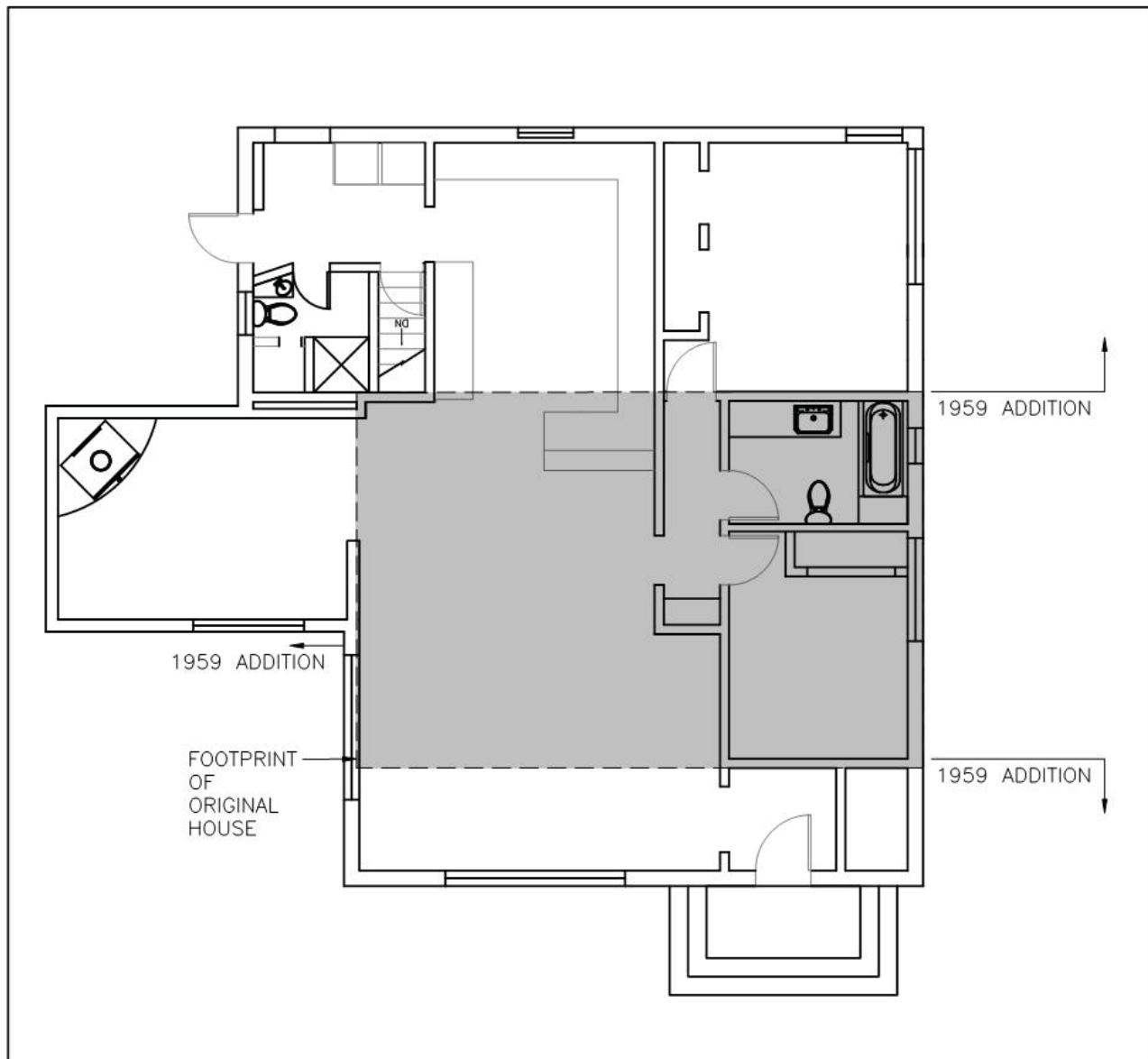
There is a red brick two-car garage at the southwest corner of the lot. A roof extension covers a patio between the house and garage. The garage has a gable roof with dark gray asphalt shingles, a white paneled overhead garage door facing east, a white pedestrian door and a white slider window facing north. The garage has a cupola roof vent topped with a weather vane.

The entire property was homesteaded in 1896 and the original house was built some time between 1896 and 1904. The 1950 Boulder County appraiser card shows the original house. In 1959, the house was extensively remodeled and expanded to the west. The front (east) and eastern 17 feet of the original house were retained. The card

841 Jefferson

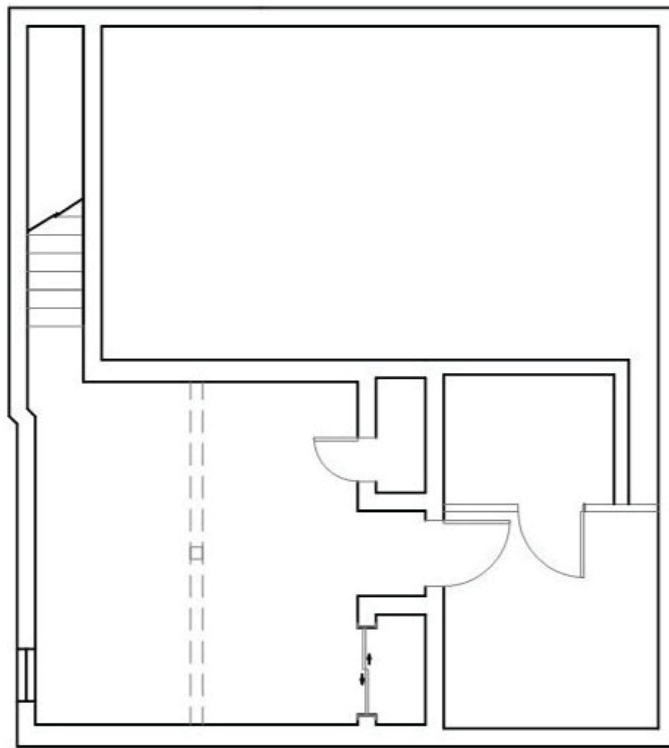
notes that materials "from the old house" were used in the addition. Possibly at the same time, the original front porch was enclosed, a brick veneer wainscot added, windows replaced in enlarged openings, and siding replaced. In 1979, a permit was issued for partial brick veneer. In 1981, a 16x14 addition was constructed on the south side of the house. The roof connection to the garage was built in 1986. In 1998 the property was re-platted as Mossoni Place, with 841 Jefferson as Lot 1 and 620 Walnut to the west, as Lot 2. At the west end of the original property, a small secondary residence was built in 1959 and an adjacent alley was vacated in 1973. That house has the address 620 Walnut and is now on a separate parcel.

2.1 Floor Plans



$1/8" = 1'-0"$

First Floor Plan



1/8" = 1'-0"

Basement Floor Plan

2.3 Proposed Uses

It is intended that the Goldstein Residence will remain a single family residence.

3.0 STRUCTURE CONDITION ASSESSMENT

The Structure Condition Assessment is based on information collected at the site by personnel from Pahl Architecture and Atkinson-Noland Consulting Engineers.

The following terms are used when evaluating the existing conditions of a structure and its features and elements in this Structure Condition Assessment. These terms are taken from Colorado Historical Society Guidelines.

A feature or element is evaluated in Good Condition when:

- it is intact, structurally sound, and performing its intended purpose
- there are few or no cosmetic imperfections
- it needs no repair and only minor or routine maintenance

A feature or element is evaluated in Fair Condition when:

- there are early signs of wear, failure, or deterioration, although the feature or element is generally structurally sound and performing its intended purpose
- there is failure of a sub-component of the feature or element
- replacement of up to 25% of the feature or element is required
- replacement of a defective sub-component of the feature or element is required

A feature or element is evaluated in Poor Condition when:

- it is no longer performing its intended purpose
- it is missing
- it shows signs of imminent failure or breakdown
- deterioration or damage affect more than 25% of the feature or element and cannot be adjusted or repaired
- it requires major repair or replacement

Treatment recommendations were developed based on the following guidelines from the Colorado Historical Society and *The Secretary of the Interior's Standards*. The degree of intervention recommended is dependent upon the existing condition of the element, and its significance or importance to the property.

Statement of significance of the feature or element -

- it is associated with those qualities for which the property was designated and dates from this period(s) of significance, or
- it is highly distinctive architecturally and dates to the designated period(s) of significance, and the level of damage or deterioration is such that it is still feasible to preserve the feature or element

Existing Condition - Poor to Good

Treatment Recommendation - Preserve

Statement of significance of the feature or element -

- It has acquired significance in its own right or make an important contribution to other historic periods of levels of significance identified for the property, or
- It makes a significant contribution either to the property's historic appearance or is an integral part of the building's historic construction

Existing Condition - Fair to Good

Treatment Recommendation - Preserve

Existing Condition - Poor

Treatment Recommendation - Restoration

Statement of significance of the feature or element -

- It contributes to the historic appearance of the building and dates either to the period(s) of historic significance or represents later, sensitive repair or replacement work, or
- It dates to the historic period(s) of the building and represents a substantial amount of historic fabric

Existing Condition - Fair to Good

Treatment Recommendation - Preserve

Existing Condition - Poor

Treatment Recommendation - Rehabilitation

Statement of significance of the feature or element -

- It is not significant and through design or condition detracts from the historic appearance of the building, or
- It is a poor design and (or) construction detail that contributes to the deterioration of the building, or
- It creates a serious code violation which cannot be mitigated

Existing Condition - Poor

Treatment Recommendation - Rehabilitation

3.1 Site

Associated Landscape Features

Description

The site is landscaped on the east, north and south sides. The landscaping is primarily sod with planting beds at the west side of the site. A concrete driveway is on the south side of the house. The site has a gradual slope down from west to east. There is a raised patio on the west side of the house, a concrete strip at the west elevation, a two-car garage at the southwest corner of the site, and a small patio at the southeast corner of the house.

Evaluation of Conditions: Good

The landscaping and patios are in good condition. The concrete driveway is in poor condition, with cracks and settling evident.

Recommendations:

- Replace concrete driveway



Backyard, property line, and garage



Backyard patio, west elevation



Concrete at building perimeter



Concrete driveway



Patio at southeast corner



Front yard



Removed attached garden boxes

Grading

Description

The site slopes gradually down from west to east. The grading slopes down toward the west side of the house, is essentially flat on the north side of the house, and slopes away from the house on the east side. The concrete driveway has a minimal slope downward from the garage at the west to the east side of the house and then slopes more steeply downward toward the street.

Evaluation of Conditions: Fair

Although no problems were noted, good practice suggests that the site slope away from the house. Ideally, the ground should drop 1 inch for every 1 foot away from the house for the first 5-to-10 feet around the house. This is especially where irrigated sod is adjacent to the structure. At least 4" of the foundation (concrete, block, or stone) should be showing above the soil. The soil and vegetation should not be in contact with the siding or any wood.

841 Jefferson

Recommendations:

- Consideration should be given to regarding to provide positive drainage away from the house. As an alternative, a minimally irrigated dry zone should be established adjacent to the foundation.

Parking

Description

Parking is provided in the existing driveway and on the street.

Evaluation of Conditions: Good

See previous discussion regarding the driveway.

Recommendations:

- See previous recommendations for driveway replacement.

Archeology

Description

No archeological investigations have been completed at the site.

Recommendations:

- Prior to any excavation or regrading, consult with an archaeologist to determine extent of potential impact on archaeological resources.
- During all construction activities that disturb the ground on the site, retain a contract archaeologist to monitor for potential archeological resources.

3.2 Structural System

General Structural System

Description

Little of the building structure is exposed but it appears to be wood frame construction, with a masonry foundation.

Foundation System

Description

Where visible, the foundation is to be concrete masonry units (CMU), with cement parging on the exterior and concrete footings. The basement has been excavated and a CMU wall retaining wall constructed roughly 3'-0" inboard of the original foundation.

Evaluation of Conditions: Good

The foundation is in good condition with no evidence of movement or distress.

Recommendations:

- None



Foundation and crawlspace

Floor & Ceiling Systems

Description

The main portion of the house has 2x6 floor joists at 16" o.c. The wood finish floor is installed directly on the joists without a subfloor. The south addition has a concrete slab on grade. The ceiling framing on the first floor was not visible but is presumed to be wood framing.

Evaluation of Conditions: Good

The floor and ceiling framing appear to be in good condition with no evidence of movement or distress.

Recommendations:

- None

Roof Framing System

Description

The roof framing was not visible but is presumed to be conventional wood framing.

Evaluation of Conditions: Good

The roof framing appears to be in good condition.. No evidence of movement or deflection was noted on the exterior.

Recommendations:

- None

3.3 Envelope– Exterior Walls

Exterior Wall Construction

Description

The exterior walls are 2 x 4 wood frame construction. An exposed opening on the west elevation shows that the brick veneer was installed over wood siding.

Evaluation of Conditions: Good

The walls are in good condition with no evidence of movement or distress.

Recommendations:

- None

Exterior Wall Finishes

Description

Exterior wall finishes are brick veneer and vinyl siding. There is a decorative barge board at the east gable and at the window canopy on the east elevation.

Evaluation of Conditions: Fair

The siding is generally in good condition although the paint is fading in areas. The brick/siding intersection is not well flashed and may allow water to leak behind the brick veneer. The soffit has water damage in some locations.

Recommendations:

- Replace siding and provide proper flashing detail at top of brick veneer.
- Repair/replace soffit.



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Deteriorating soffit at gutter joint



Exterior masonry



Vinyl siding

Exterior Masonry

Description

There is partial brick veneer at all 4 elevations.

Evaluation of Conditions: Good

The brick veneer is in good condition.

Recommendations:

- None

Exterior Appendages

Description

There is a covered porch connecting to the garage at the southwest corner of the house, and a canopy over the window on the east elevation.

Evaluation of Conditions: Fair

The paint on the porch canopy is in poor condition.

Recommendations:

- Paint porch.



Covered porch supports



Covered porch



Exterior wood trim and shed roof

3.4 Envelope– Roofing & Waterproofing

Roofing Systems

Description

The roof has a 12 over 12 pitch with intersecting gables and is covered is asphalt shingles.

Evaluation of Conditions: Good

The shingles are in good condition.

Recommendations:

- None

Sheet Metal Flashing

Description

There are sheet metal drip edges at the gables ends and at the roof intersections.

Evaluation of Conditions: Good

The sheet metal flashing is in good conditions although some of the details is awkward at the intersections of the various roof planes.

Recommendations:

- None

Perimeter Foundation Drainage

Description

There is no evidence of a perimeter foundation drain system.

Evaluation of Conditions: N/A

Recommendations:

- None



Roof, looking north



Roof looking east



Roof intersection



Flashing detail

Drainage System, Gutters and Downspouts

Description

The house has modern “K” style gutters and rectangular corrugated downspouts.

Evaluation of Conditions: Good

The gutters and downspouts are generally in good condition with the exception of the downspout at the southeast corner which is missing an extension.

Recommendations:

- Replace downspout extension at the southeast corner.

Skylights / Cupolas

Description

There is a flat glass skylight on the shed roof of the south addition.

Evaluation of Conditions: Good

The skylight is in good condition with no evidence of leakage.

Recommendations:

- None



Downspout with missing extension



Skylight

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3.5 Windows & Doors

Doors (including hardware, casing/trim, and finishes)

Description

The front door is a 2 panel door with a light. The interior doors are flush wood doors with passage locksets. The door trim is painted flat wood. The south door is steel with a panel design and half light.

Evaluation of Conditions: Good

The doors are in good condition. There are some nicks on the jambs

Recommendations:

- Repaint door trim as needed.



Front entry door



Interior doors



Cased opening

Windows (including hardware, casing/trim, and finishes)

Description

The window are vinyl, with a mixture of double hung and fixed.

Evaluation of Conditions: Good

The windows are in good condition.

Recommendations:

- None



Double hung and fixed windows



Double hung windows



Egress Basement Window

3.6 Interior Finishes

Wall Finish Materials

Description

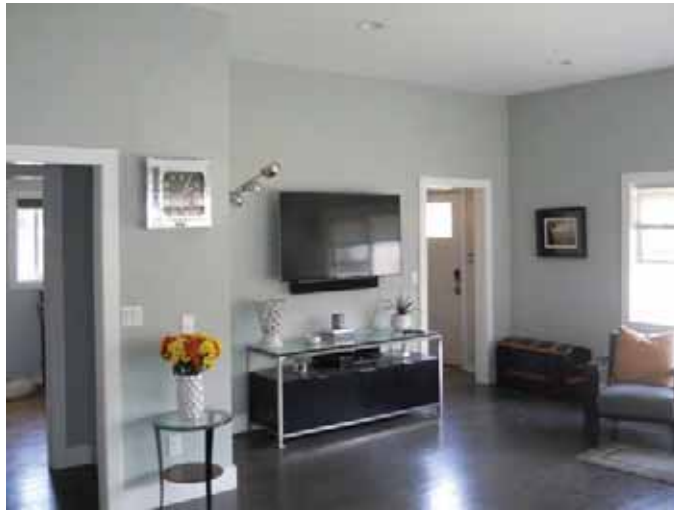
The interior walls are painted gypsum board, with tile wainscot in the bathrooms, and tile showers.

Evaluation of Conditions: Good

The walls are in good condition.

Recommendations:

- None.



Typical interior wall finish, gypsum board



Wall tile wall finish

Ceiling Finish Materials

Description

The ceilings appear to be painted gypsum board, with the exception of the master bedroom which appears to be textured plaster. The basement mechanical does not have a ceiling.

Evaluation of Conditions: Good/Fair

The ceilings are generally in good condition. There are cracks in the master bedroom ceiling which are indicative of failing plaster keys. The ceiling in the 3/4 bath at the rear of the house is stained, probably from high humidity.

Recommendations:

- The ceiling in the master bedroom should be monitored. If additional cracking appears the plaster should be overlaid with gypsum board.
- The ceiling in the 3/4 bath should be repainted. Consideration should be given to installing an exhaust fan to reduce humidity.



Ceiling finish

841 Jefferson

Floor Finish Materials

Description

The main areas of the house have laminate flooring. There is large tile in the laundry /mud room and front entry, ceramic tile in the bedrooms, ceramic tile in the bathrooms and carpet in the basement bedroom. The entry has sheet vinyl in a flagstone pattern.

Evaluation of Conditions: Good

The floor finishes are in good condition.

Recommendations:

- None



Laundry floor



Entry floor

Trim and Built-ins

Description

There is a built in linen closet in the hallway. The kitchen cabinets are painted wood with quartz tops. The entryway closet has a decorative trim at the door head that matches the exterior trim.

Evaluation of Conditions: Good

Recommendations:

- None



Kitchen



Built-in storage



Closet head trim

3.7 Mechanical Systems

Heating & Air Conditioning System

Description

The house has a forced air furnace, Goodman GM880804HBB, with an 80,000 btuh capacity, manufactured in 2014. The AC coil is a Goodman CAPF303DB6DB, with a 2.5 ton capacity, also manufactured in 2014. A condensing unit, Goodman Model V6X 13030AC, is located on the north side of the house. There is a wood stove in the south wing.

Evaluation of Conditions: Good

The equipment appears to be in good working order and at 6 years old should be serviceable for another 15 years. A portion of the electrical controls for the condensing unit is loose. A HVAC vent in the living room is bent. The cap is missing from the flue for the wood stove.

Recommendations:

- Resecure electrical box at condensing unit.
- Replace HVAC grille at living room.
- Replace cap on flue for wood stove.



Forced air furnace



Furnace flue



Wood stove and stonework

Ventilation System

Description

Ventilation is provide by operable windows. There is a radon ventilation system with a fan mounted on the north side of the house.

Evaluation of Conditions: Good

The radon ventilation system appears to be in good condition.

Recommendations:

- None

Water Service, Plumbing, and Sewer

Description

The house is served by a 3/4" water line. The visible piping is a mix of copper and PEX. A 3" cast iron sewer line was observe in the basement utility room and appears to be the main sewer.. The water heater is a gas-fired GE PG40109AVH00 with a 40 gallon capacity. It was manufactured in 2005. A vacuum breaker for the irrigation system is located on the north side of the house.

Evaluation of Conditions: Good

The equipment appears to be in good working order. At 15 years old the water heater should be serviceable for another 5 years.

Recommendations:

- None.



Hot water heater



Waste piping at crawl space



Unsecured electrical box at condensing

841 Jefferson

Fire Protection

Description

There is not a fire protection system,

.Evaluation of Conditions: N/A

Recommendations:

- None.



Waste piping at basement.

3.8 Electrical Systems

Electrical Service & Panels

Description

A 200 amp panel is located on the west side of the house. There is a sub-panel located in the garage. The panels appear to be in good condition. Wiring is concealed except for the basement utility room where non-metallic sheathed cable was visible.

Evaluation of Conditions: Good

The panels are in good condition

Recommendations:

- None



Interior electrical panel



Electrical systems



Exterior electrical panel

841 Jefferson

Electrical Distribution System

Description

Wiring is concealed except for the basement utility room where non-metallic sheathed cable was visible.

Evaluation of Conditions: Good

The visible wiring is in good condition. Two light switches at the entry are loose, and the cover plate is missing.

Recommendations:

- Secure light switches at entry and install cover plate.

Lighting

Description

There are recessed can lights in the finished area of the basement, and porcelain keyless fixtures in the adjacent storage and utility rooms.

Evaluation of Conditions: Good

Recommendations:

- None.



Recessed can lighting

Fire Detections System

Description

There is a base plate smoke detector in the main area of the house.

Evaluation of Conditions: Fair

The smoke detector on the main level is missing. The current residential building code requires smoke detectors in each sleeping room, and in the hallway outside the sleeping rooms, as well as on each level of the house. The detectors are to be powered by house current with battery back up and be interconnected so that all detectors sound when smoke is detected at any detector.

Carbon monoxide detectors are required in the hallway outside the sleeping rooms. The detectors are to be powered by house current with battery back up and be interconnected so that all detectors sound when Carbon Monoxide is detected at any detector.

Although existing building are not required to be brought up to current codes, adding smoke detectors is recommended.

State law requires carbon monoxide alarms near the bedrooms in every home that is heated with fossil fuel, has a fuel-fired appliance, has a fireplace, or has an attached garage. This requirement applies to every home that is sold, remodeled, repaired, or leased to a new tenant after July 1, 2009.

Recommendations:

- Install smoke detectors per current building code.
- Install carbon monoxide alarms per state law.

Security System

Description

There is not a security system.

Evaluation of Conditions: N/A

Recommendations:

- None.

4.0 ANALYSIS AND COMPLIANCE

4.1 Hazardous Materials

Testing of suspected hazardous materials usually found in buildings such as asbestos containing materials or lead-based paint was not conducted and a thorough testing program should be undertaken prior to any rehabilitation work.

4.2 Materials Analysis

It is recommended that the following materials be analyzed prior to any rehabilitation work:

- Mortar, for composition.
- Paint, for color documentation.

4.3 Zoning Code Compliance

RL– Residential, low density. Single family houses are a use by right in the RL Zone district. The old town overlay district has specific height, roof slope, floor area ratio, and setback restrictions. The house qualified for the preservation bonuses in the following table.

Lot Size	Existing Lot Coverage	Preservation Bonus FAR Coverage	Landmark Bonus Lot Coverage	Existing FAR	Preservation Bonus FAR	Landmark Bonus FAR
< 4,000 sq. ft.	40%	45%	50%	.50	.55	.60
4,000-5,999 sq. ft.	37.5%	42.5%	47.5%	.45 or 1,999 sq. ft.	.50	.55
6,000-6,999 sq. ft.	40%	40%	45%	.40 or 2,699 sq. ft.	.45	.50
> 7,000 sq. ft.	35%	35%	40%	.35 or 2,799 sq. ft.	.40	.45

At 31 % lot coverage and 31% floor area ratio, the structure conforms to the current zoning regulations. However, the house is non-conforming on the front and rear setbacks.

4.4 Building Code Compliance

Analysis of historic buildings for building code compliance is often problematic. We have analyzed the Goldstein Residence for compliance to the building code currently used by the City of Louisville, the 2018 International Residential Code. Although existing buildings are not required to be upgraded for compliance as new codes are adopted, such analysis provides a benchmark to identify areas where the building does not meet current standards, and identify potential areas to improve life safety for the building occupants. The building code analysis is attached as Appendix A.

4.5 Accessibility Compliance

Single family houses are not required to meet requirements for accessibility compliance.

5.0 PRESERVATION PLAN

The purpose of the Preservation Plan is to organize the physical repair, maintenance and rehabilitation needs of the Name of building into a prioritized approach that will allow the congregation to plan its capital funding. Each building deficiency identified in the Structure Condition Assessment is prioritized based on its severity and impact on the long term preservation of the building, life safety of the occupants, and impact on the building's function. This philosophy guided the decision-making process as recommended repairs, renovation and maintenance work were prioritized using the following criteria as defined by the State Historic Fund:

5.1 Prioritized Work

The purpose of the Preservation Plan is to organize the physical repair, maintenance and rehabilitation needs of the Name of Building into a prioritized approach that will allow the congregation to plan its capital funding. Each building deficiency identified in the Structure Condition Assessment is prioritized based on its severity and impact on the long term preservation of the building, life safety of the occupants, and impact on the building's function. This philosophy guided the decision-making process as recommended repairs, renovation and maintenance work were prioritized using the following criteria as defined by the State Historic Fund:

Critical Deficiencies:

This category includes deficiencies that should be corrected as soon as possible. These include structural deficiencies, life safety and or health hazards, and items that, if deferred, could cause further damage to the building.

- Install smoke detectors per current building code.
- Install carbon monoxide detector per state law.
- Resecure electrical box at condensing unit.
- Secure light switches at entry and replace cover plate.

Serious Deficiencies:

This category includes those deficiencies that should be corrected as soon as the high-priority items are completed. They include items that are likely to cause continuing damage to the building if not corrected, as well as those which impact the operation of the facility.

- Provide positive drainage or dry zone adjacent to foundation.
- Replace siding and provide proper flashing detail at top of brick veneer.
- Repair/replace soffit.
- Repair south porch/canopy.
- Replace missing downspout extension at southeast corner.
- Install exhaust fan in 3/4 bath.
- Replace storm cap on flue for wood stove.

Minor Deficiencies:

This category includes those items that should be deferred until critical and serious deficiencies have been corrected. They include cosmetic and appearance-related items. They also include rehabilitation to existing systems that may be desirable for improving energy efficiency. Deferring these items will have little or no impact on the longevity of the building.

Minor Deficiencies:, continued

- Replace concrete driveway
- Repaint door trim.
- Monitor cracking in master bedroom ceiling.
- Repaint ceiling in 3/4 bath.
- Replace HVAC grille at living room

5.2 Phasing Plan

In discussion with the owner, we have grouped the work into three phases. Our criteria for phasing was based on criticality and owner preference.

Phase I

- Install smoke detectors per current building code.
- Install carbon monoxide detector per state law.
- Resecure electrical box at condensing unit.
- Secure light switches at entry and replace cover plate

Phase II

- Provide positive drainage or dry zone adjacent to foundation.
- Replace siding and provide proper flashing detail at top of brick veneer.
- Repair/replace soffit.
- Repair south porch/canopy.
- Replace missing downspout extension at southeast corner.
- Replace storm cap on flue for wood stove.

Phase III

- Replace concrete driveway
- Repaint door trim.
- Install exhaust fan in 3/4 bath.
- Monitor cracking in master bedroom ceiling.
- Repaint ceiling in 3/4 bath.
- Replace HVAC grille at living room

5.3 Estimates of Probable Cost of Construction

Phase I

Goldstein Residence
Phase I
Estimate of Probable Cost of Construction

	Quantity	Units	Unit cost	City adjustment	Adjusted unit cost	Total
Electrical Repairs						\$1,000
Install smoke detectors						
Install carbon monoxide detector						
Resecure electial box at condensing unit						
Secure light switches at entry and replace cover plate						
Project Subtotal						\$1,000
10% Project Contingency						<u>\$100</u>
TOTAL PROJECT BUDGET						\$1,100

Phase II

Goldstein Residence
Phase 2
Estimate of Probable Cost of Construction

	Quantity	Units	Unit cost		Total
Provide positive drainage or dryzone adjacent to foundation					\$2,000
Replace siding, replace soffit					\$13,654
Remove soffit	517	SF	\$0.97	\$501.49	
Remove vinyl siding	1311	SF	\$0.99	\$1,297.89	
Fiber Cement siding	1311	SF	\$5.20	\$6,817.20	
Fiber cement soffit	517	SF	\$5.50	\$2,843.50	
Flashing	166	SF	\$5.43	\$901.38	
Paint siding	1311	SF	\$0.86	\$1,127.46	
Paint soffit and trim	517	Sf	\$0.32	\$165.44	
Replace missing downspout					\$200
Replace missing storm cap at wood stove flue					\$200
Project Subtotal					\$16,054
10% Project Contingency					<u>\$1,700</u>
TOTAL PROJECT BUDGET					\$17,754

841 Jefferson

Phase III

Goldstein Residence
Phase 3
Estimate of Probable Cost of Construction

	Quantity	Units	Unit cost		Total
Replace concrete driveway					\$5,028
Remove existing driveway	80	SY	\$16.55	\$1,324.00	
New driveway	720	SF	\$3.27	\$2,354.40	
Concrete disposal	30	CY	\$45.00	\$1,350.00	
 Repaint door trim and ceiling in 3/4 bath					 \$500
 Install exhaust fan in 3/4 bath					 \$1,000
 Replace HVAC grille in living room					 \$200
 Project Subtotal					 \$6,728
10% Project Contingency					<u>\$700</u>
TOTAL PROJECT BUDGET					\$7,428

6.0 PHOTOGRAPHS



East Elevation



North Elevation



West Elevation



South Elevation

7.0 BIBLIOGRAPHY

Architectural Inventory Form, Resource Number 5BL110307, 2013. *Kathy Lingo, Leonard Lingo, Avenue L Architects, Bridget Bacon, City of Louisville*

8.0 APPENDICES

Appendix A Building Code Compliance

Analysis of historic buildings for compliance with current building codes is often problematic. We have analyzed the Goldstein Residence for compliance with the building code currently used by the City of Louisville, the 2018 I-Codes and specifically the International Residential Code. Although existing buildings are not required to be upgraded for compliance as new codes are adopted, such analysis provides a benchmark to identify areas where the building does not meet current standards, and identify potential areas to improve life safety for the building occupants.

Construction Type

Type V-B

The existing structure is best categorized as Type V-B due to the unprotected wood construction.

Occupancy

Single-family Residence R-3	First Floor	1,412 S.F.
	Basement	478 S.F.
TOTAL		1,890 S.F. including basement

Protection of exterior walls

One hour less than 5 feet, no requirement more than 5 feet.

Openings are not permitted less than 3 feet, limited to 30% of wall area between 3 and 5 feet, and unlimited beyond 5 feet.

Adequate separation existing on all four sides; opening protection is not required.

Allowable Building Area

Unlimited per IBC table 506.2

Building Height

R-3 Occupancy	1 story + basement	20'-0"
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Allowable Building Height

R-3 Occupancy	3 stories	40'-0"
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Fire Protection/Detection

Smoke detectors are required in each sleeping room, and in the hallway outside the sleeping rooms, as well as on each level of the house. The detectors are to be powered by house current with battery back up and be interconnected so that all detectors sound when smoke is detected at any detector.

Carbon monoxide detectors are required in the hallway outside the sleeping rooms. The detectors are to be powered by house current with battery back up and be interconnected so that all detectors sound when Carbon Monoxide is detected at any detector.

analysis provides a benchmark to identify areas where the building does not meet current standards, and identify potential areas to improve life safety for the building occupants.

Item expected to be tabled.

RESOLUTION NO. 9

SERIES 2021

A RESOLUTION MAKING FINDINGS AND RECOMMENDATIONS REGARDING THE LANDMARK DESIGNATION FOR A HISTORICAL RESIDENTIAL PROPERTY LOCATED 841 JEFFERSON AVENUE

WHEREAS, there has been submitted to the Louisville Historic Preservation Commission (HPC) an application requesting a landmark eligibility determination for a historical property located at 841 Jefferson Avenue, legally described as Lot 1, Mossoni Place; and

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

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

WHEREAS, 841 Jefferson Avenue (Mossoni House) has social significance because it exemplifies the cultural, political, economic, or social heritage of the community considering its association with various Louisville families and Louisville's cultural heritage; and

WHEREAS, the Mossoni House has architectural significance because it has architectural integrity that is representative of the built environment in early 20th century Louisville and the post-WWII period; and

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

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

1. The application to landmark 841 Jefferson Avenue be approved for the following reasons:
 - a. Architectural integrity of the 1959 era remodel has gained historic significance and has been largely maintained over time.
 - b. Association with Louisville's heritage.
2. The Historic Preservation Commission recommends the City Council approve the landmark incentive grant in the amount of \$5,000.
3. With the amendment that the structure be named the Mossoni House.

PASSED AND ADOPTED this _____ day of _____, 2021.

Lynda Haley, Chairperson

Item expected to be tabled.

RESOLUTION NO. 11

SERIES 2021

A RESOLUTION MAKING FINDINGS AND RECOMMENDATIONS REGARDING A PRESERVATION AND RESTORATION GRANT FOR THE MOSSONI HOUSE LOCATED AT 841 JEFFERSON AVENUE

WHEREAS, there has been submitted to the Louisville Historic Preservation Commission (HPC) an application requesting a preservation and restoration grant for the Mossoni House, a historic residential structure located at 841 Jefferson Avenue, on property legally described as Lot 1, Mossoni Place, Town of Louisville, City of Louisville, State of Colorado; and

WHEREAS, the City Staff and the HPC have reviewed the application and found it to be in compliance with Section 3.20.605.D and Section 15.36.120 of the Louisville Municipal Code; and

WHEREAS, the HPC has held a properly noticed public hearing on the preservation and restoration grant; and

WHEREAS, the preservation and restoration work being requested for the Mossoni House includes making repairs to the existing structure; and

WHEREAS, the Historic Preservation Commission finds these proposed improvements will assist in the preservation of the Mossoni House, which is to be landmarked by the City;

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

1. The Historic Preservation Commission recommends the City Council approve the proposed Preservation and Restoration Grant application for the Mossoni House, in the amount of **\$17,000**.

PASSED AND ADOPTED this _____ day of _____, 2021.

Lynda Haley, Chairperson

Historic Preservation Commission

***Meeting Minutes
November 15th, 2021
Virtual Meeting
6:30 PM***

Chair Haley **called the meeting to order** at 6:30 pm.

Roll Call was taken and the following members were present:

Commission Members Present: Chair Lynda Haley
Christine Burg
Andrea Klemme
Gary Dunlap
Keith Keller

Commission Members Absent: None

Staff Members Present: Lisa Ritchie, Interim Planning Director
Kim Bauer, Preservation Planner
Amelia Brackett Hogstad, Planning Clerk

APPROVAL OF AGENDA

Klemme made a motion to approve the November 15, 2021 agenda. Seconded by Dunlap. The agenda was approved unanimously by voice vote.

APPROVAL OF MEETING MINUTES

Dunlap made a motion to approve the September 20, 2021 minutes. Seconded by Burg. The minutes were approved unanimously as written by voice vote.

PUBLIC COMMENTS ON ITEMS NOT ON AGENDA

Leah Angstman, Historical Commission liaison, was present at the meeting.

PUBLIC HEARING

841 Jefferson: A request to Landmark 841 Jefferson Avenue and a request for an Alteration Certificate and Preservation and Restoration Grant at 841 Jefferson Avenue.

Bauer shared that the structure was constructed sometime between 1896 and 1904 and remodeled in 1959, and was originally part of Jefferson Place. She described the landmark criteria, which staff found this application met. She described the Alteration Certificate request to approve the rehabilitation work that had already occurred and the \$17,000 matching restoration grant request.

Dunlap asked about what should have gone differently in the process regarding the Alteration Certificate.

Item expected to be tabled.

Historic Preservation Commission

Meeting Minutes

15 November 2021

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Bauer replied that the property had had a probable cause hearing and an assessment already. Earlier in the summer when the siding work was completed it was not landmarked so it went through a subcommittee review, which was standard procedure. Since it was being considered for a landmark now, the Alteration Certificate process was to see if the alterations that had already been done were okay.

Haley asked if there had been a Historic Structure Assessment (HSA).

Bauer responded that an HSA had been completed and accepted.

Haley summarized the process, stating that they had done work on the landmark and were now applying for funds retroactively.

Klemme asked if the siding had been connected to the 1959 version.

Bauer replied that it was fiberglass hardie board and added that there was historic wood siding and midcentury siding in the history of the structure.

Klemme stated that she could see a situation where the subcommittee had approved the siding work because it was historic enough for a subcommittee review even if it wasn't specific to 1959, since it wasn't landmarked. But now to landmark the building with that siding that had been approved seemed strange to her since they were trying to landmark it specific to the 1959 photo.

Bauer stated that the code and criteria did not specify a specific time period for buildings to meet.

Haley stated that the siding now was not linear, it was more like a shingle which was very different from anything in the downtown area timeline and from anything in the historic record.

Dunlap noted that there were almost four different sidings they were choosing from and that there were conversations about making guidelines for preservation-appropriate materials and changes attached to the Old Town Overlay update.

Matthew Goldstein, 841 Jefferson, stated that he had lived in the house for a number of years, renting from the family who had owned it for 65 years. He stated that the house was in rough shape but he was never tearing down the house, as it was very sentimental to him. He had done a lot of work on the inside of the house and the corner was very important to downtown. He described the need to put the siding up in the summer, with the goal to get the house to look very traditional. He described the siding on the front as timeless and the more expensive option. He described other elements of the history of the house that were important to him and what he envisioned for the house.

Haley thanked the applicant for attending the hearing and for his passion for the house.

Burg submitted an email from a member of the public into the record.

Burg asked if the shake siding would have been approved if the property had been landmarked.

Item expected to be tabled.

Historic Preservation Commission

Meeting Minutes

15 November 2021

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Haley stated that there were different options for siding.

Dunlap stated that the 1980s aluminum siding would have been in place at the time.

Burg stated that two time periods could be relevant to this structure. The work was so extensive in the 1950s that it became a 1950s house. It still had the social and cultural history but the most recent historic era that it looked like was the 1950s, so they would be landmarking the 1950s house.

Dunlap stated that people could tell that it met the criteria by walking by, but the multiple time periods made it more complex.

Haley stated that she struggled with the fact that they had approved probable cause previously, but now it was different than what was first talked about. She thought it could still be landmarked because the rest of the integrity held and the siding was the main difference. If it had been the horizontal siding as the historic photos, the 1959 could have been very easily covering up the old siding, so it was a possibility that this house could still have the horizontal wood siding. The shake shingle is confusing because it gave a false sense of history.

Burg stated that it met a lot the structural criteria, but the siding, though done well, didn't match the rest of the house. She wondered if all of the parts had to match historically or not.

Haley stated that the window and door openings and structural pieces were more important than siding because siding could be changed.

Klemme noted that the three resolutions were technical separate. She wondered if without any of the work would the Commission would have landmarked the structure, and she stated that she would have voted to landmark, but she would not have approved the Alteration Certificate for the siding.

Haley noted that even at the subcommittee level, even if it wasn't landmarked, it would still be a request for an in-kind replacement. She asked if this was the siding that was proposed to the subcommittee.

Dunlap stated that he had been on the subcommittee and he believed that the applicant had provided some samples and that there was precedent for shingled siding in old Louisville so it seemed consistent with the palate of materials that might have been used. He added that the intent had been to get a sturdy material that would not need to be replaced. He clarified that the shake siding was one of the options that was proposed.

Haley stated that if the subcommittee had approved this and didn't take the opportunity to say no at that time then the Commission should approve it now, even though it was not an in-kind replacement.

Klemme observed that there could have been shake added between the 1950s and the 1980s. She stated that there were different rules for what got approved for subcommittee versus for a landmark.

Item expected to be tabled.

Historic Preservation Commission

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Haley stated that the 1950s assessor card showed the house before it went through the 1959 transition. She noted that especially since this had gone through probable cause, this may have been a missed opportunity on the Commission's side for better guidance.

Klemme asked if landmarking would be contingent on getting rid of the siding.

Haley stated that she did not think the Commission approved with contingencies and structures could get approved with non-historic, past additions or changes sometimes. She would have loved if the applicant had landmarked before making the changes, but the siding could be taken back in the future.

Andy Johnson, 922A Main Street, shared some siding history and stated that if the Commission was hanging its hat on the 1959 photo, it would probably preserve the metal siding from that time, and if the Commission chose the 1950s it would be the clapboard siding. He added that the photos from the 1980s showed an extra layer of brick veneer added to the north side of the house. The big picture was that the owner may have put the cart before the horse, however the applicant did a great job restoring the home and the technicality was that the subcommittee may have provided guidance that was misleading in this instance, putting the owner and the Commission in an awkward position moving forward. He summarized that there was a lot of good building to be proud of and the right decision was to approve all three resolutions.

Haley asked if the Commission wanted more discussion. She stated that the siding discussion was more to make sure that something that they would want to approve a grant for.

Burg moved to landmark 841 Jefferson Avenue, stating that it was good for the community to preserve the structure of the home and that while the siding could change, the home would still be there if it were landmarked. Dunlap seconded. Motion approved unanimously by roll call vote.

Haley stated that since the subcommittee released the alteration, in a roundabout way that meant that they already approved the siding.

Dunlap asked if an Alteration Certificate was necessary.

Discussion of process, with Planner Bauer stating that they could discuss if the grant requests qualified as eligible work that would like to see done for rehabilitation.

Dunlap moved to approve the Alteration Certificate. Keller seconded. Motion approved unanimously by roll call vote.

Dunlap asked if the request included painting and Planner Bauer stated that painting was a typo in the report.

Klemme moved to approve the credit for the grant request. Burg seconded. Motion passed unanimously by roll call vote.

Item expected to be tabled.

Historic Preservation Commission

Meeting Minutes

15 November 2021

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ADJOURN

Klemme motioned to adjourn and Keller seconded. Motion passed unanimously by voice vote.
Meeting adjourned at 8:11 PM.



Andrea Klemme, Vice Chair



Lynda Haley, Chair

Item expected to be tabled.

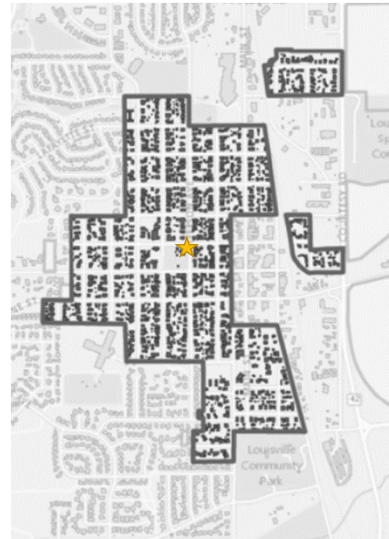
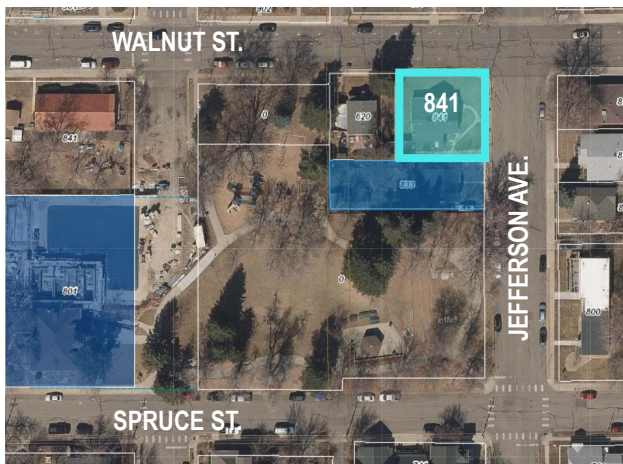
City Council

841 Jefferson Avenue

A request to landmark 841 Jefferson Avenue and approve a Historic Preservation Fund Grant

Resolution No. 2-2022 (Landmark)

Resolution No. 3-2022 (Historic Preservation Fund Grant)



841 Jefferson Avenue: Location

12/30/2021

Historic Preservation Commission

2



841 Jefferson Avenue, Northeast view. 2021.



841 Jefferson Avenue, Boulder County Assessor's Card, 1959

841 Jefferson Avenue: Historic and Current Conditions

12/30/2021

Historic Preservation Commission

3

Criteria for Landmarking:

- *At least 50 years old*
- *Architectural, social or geographic/environ. significance*
- *Physical integrity*

- **Age:** The principal structure at 841 Jefferson Avenue was constructed circa 1896-1904. The additions and renovations to the original structure completed in 1959 are more than 50 years old.
- **Architectural Significance:** This house is associated with the historic development of Louisville and the Jefferson Place subdivision. Additionally, the significant historic remodel was a transformation that spoke directly to the popular styles of the post-WWII period and has gained its own historic significance.
- **Cultural Significance:** Norm Mossoni was a locally prominent businessman who owned a Main Street hardware store, a tavern, and service station. He was an investor in the local Hi-Way coal mine. Mr. Mossoni served as the Louisville fire chief and served on the town council.
- **Physical Integrity:** Relative to the property's qualities between 1959 and 1962, it has integrity of location, setting, design, materials, feeling, workmanship and association. Although the south addition was built after 1962, it is not prominent from either Jefferson or Walnut, so integrity of design is compromised but not completely lost.

841 Jefferson Avenue: Landmarking

12/30/2021

4

Item expected to be tabled.

Grants:

Under Resolution No. 17, Series 2019, approved work must fall under the following categories to qualify for grant funds:

Preservation

- Front Door
- Chimney
- Siding Repair

Rehabilitation

- Foundation/crawlspace
- Floor Structure
- Roof Structure
- Front Porch
- Site Grading

Restoration

- Window Replacement

841 Jefferson Avenue: Grant

12/30/2021

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Doors, siding, soffit, exterior brick work	\$30,000	<i>Remove non-historic siding and replace with lap siding, replace doors and replace soffit and brick work</i>
Windows	\$4,000	<i>Replace windows</i>

Total: \$34,000

Grant Request: \$17,000

841 Jefferson Avenue: Grant

12/30/2021

Historic Preservation Commission

6

Item expected to be tabled.



841 Jefferson Avenue, East view. 2021.

Staff Recommendations

- Approval of Resolution No. 2, Series 2022, approving the local landmark designation request
- Approval of Resolution No. 3, Series 2022, approving a matching Historic Preservation Fund Grant request of \$17,000

841 Jefferson Avenue: Staff Recommendations

12/30/2021

7

SUBJECT: ORDINANCE NO. 1821, SERIES 2021 - AN ORDINANCE APPROVING A TENTH AMENDMENT TO THE CENTENNIAL VALLEY GENERAL DEVELOPMENT PLAN TO ALLOW A PRIVATE SCHOOL USE AT 168 CENTENNIAL PARKWAY – 2nd READING, PUBLIC HEARING (advertised *Daily Camera* 12/26/21)

DATE: JANUARY 4, 2022

PRESENTED BY: AMELIA BRACKETT HOGSTAD, PLANNING TECHNICIAN

VICINITY MAP:



SUMMARY:

The applicant requests approval of the tenth amendment to the Centennial Valley General Development Plan (GDP), to allow a private school use at 168 Centennial Parkway. To enable a private school use in the building at 168 Centennial Parkway, the lots on which the building sits (Lots 3 and 4) would be combined to create Parcel G-3, a 4.15-acre area which is currently part of Parcel G. The allowed uses on this parcel would change from Research/Office to Research/Office/Private School.

SUBJECT: ORDINANCE NO. 1821, SERIES 2021

DATE: JANUARY 4, 2022

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BACKGROUND:

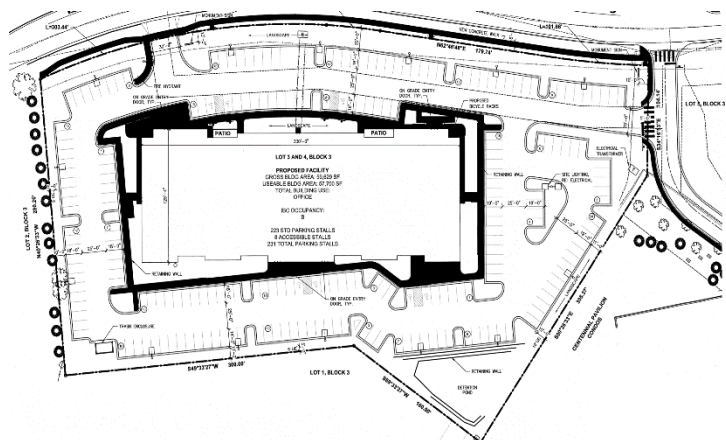
This site is governed by a GDP approved in 2015 and a Planned Unit Development (PUD) approved in 2016. The proposed Parcel G-3 is currently part of Parcel G in the Centennial Valley GDP and zoned PCZD-C. The Centennial Valley area was annexed and initially zoned with a GDP in 1979 and has had a number of amendments to date. The most recent updates in 2015 included increasing the overall retail square footage to accommodate development in Parcel H and subdividing Parcel G to accommodate a use change on a portion now designated as Parcel G2 (southeast of the proposed Parcel G-3).

A PUD for the site was approved in 2016, allowing for the development of a 59,629 square-foot building designated for office use, with 231 parking stalls. Existing tenants include medical and professional offices.

PROPOSAL:

The applicant requests approval of the tenth amendment to the Centennial Valley GDP to allow a private school use at 168 Centennial Parkway. To allow the additional use, the amendment would create a new parcel to encompass the building at 168 Centennial Parkway with the new use tied to the parcel. The proposal requires a GDP amendment because Section 17.72 of the Louisville Municipal Code (LMC), which lists uses allowed by right and through an SRU in Planned Community Zone Districts, does not mention private schools. Any restrictions from or additions to the list in 17.72 require specification on a GDP or a GDP amendment.

Figure 1: 2016 PUD for 168 Centennial Parkway



Application materials include a **GDP Amendment**, a **Development Agreement**, and a **Written Narrative**. The **GDP Amendment** establishes the new parcel (including its size and allowed uses) on the map and in the use table. It also includes Note (1), which references the Development Agreements, and Note (2), which references a GDP Amendment from 2020 that governs development on Parcel O. Note (2) adds clarity so that the proposed GDP Amendment captures all of the relevant changes to Centennial Valley GDP as a whole. This application proposes no changes to other parts of Centennial Valley and no changes to the PUD for 168 Centennial Parkway.

The **Development Agreement** reiterates the size and allowed uses for the new G-3 parcel. In addition, the Agreement contains a provision (no. 2) to require additional review of circulation and traffic on-site and in the surrounding area regarding the Private School use in such cases as outlined in the provision. The intent of this language is to afford the City the ability to help ensure adequate and safe pick-up and drop-off circulation. Potential

Item expected to be tabled.

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DATE: JANUARY 4, 2022

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circumstances that would trigger a review include the expansion of the current proposed school, a more traditional school use with unified pick-up and drop-off times, or any circulation and safety issues that arise related to the Private School use.

The application materials also include a **Written Narrative** describing the details of the proposed private school. The applicant, Fusion Academy, is a private school that has traffic distributed throughout the day, with an estimate of no more than 95 people on-site throughout the day (65 students max and 25-30 teachers). The proposed occupancy is in line with expected occupancy/parking for the by-right Research/Office use as calculated in the Commercial Development Design Standards and Guidelines (CDDSG) and the site overall can also absorb the additional parking as-is. In addition, Fusion Academy's nontraditional schedule, as described in the Narrative, means that there is not expected to be the usual traffic and stacking issues expected with more traditional schools with unified pick-up and drop-off times. For these reasons, the proposal does not include any additional parking or circulation plans or requirements, though parking will be confirmed at building permit when exact footages are known. At that time, an evaluation of the existing other uses on the site will ensure that the site can provide adequate parking for all uses collectively. No changes to building structure or site plan are proposed in this application. The Narrative also includes the applicant's understanding of the proposal's compliance with Section 17.72 of the LMC.

Finally, the application documents use several different area metrics that refer to different aspects of the property. Table 1 describes the different measurements and what they refer to for ease of review and clarity.

Table 1. Measurements used to refer to the total building size, Parcel G-3 area, and Fusion Academy area.		
Parcel G-3 Area	Building Square Footage	Fusion Academy Area
Referred to as "the Property" in the Written Narrative.	Referred to as "the Building" in the Narrative.	Referred to as "the Campus" in the Narrative.
4.15 acres in all documents.	Referred to as 59,629 sf in all documents.	Referred to as 8,748 sf of usable space and 10,043 sf of rentable space in the Narrative, and 11,000 estimated in Fusion Academy addendum to the Narrative.

ANALYSIS:

Compliance with Chapter 17.72 – Planned Community Zone District

The GDP Amendment is subject to Section 17.72 of the LMC regulating Planned Community Zone Districts (PCZD). Any amendments to a PCZD are subject to the same process and requirements as the initial approval. The language and analysis for compliance with 17.72 are as follows:

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17.72.010: Purpose. *The purpose of the planned community zone district is to encourage, preserve and improve the health, safety and general welfare of the people of the city by encouraging the use of contemporary land planning principles and coordinated community design ... [and] to provide related areas for various housing types, retail and service activities, recreation, schools and public facilities, and other uses of land.*

- The GDP Amendment does not affect Centennial Valley's ability to fulfill the purpose of a PCZD. School uses are generally contemplated in such districts and add to the diversity of those accessing the area which could result in the increased support for existing businesses.

17.72.030: Procedure and applicability. *[The] development plan shall consist of a map or maps, together with supplementary text materials, and an agreement between developer and city which includes a phasing plan, and such development plan shall set forth the following: [proposed uses, type of development, proposed locations of all sites and facilities].*

- The GDP Amendment application includes all required elements and shows the proposed location for the new use. This proposal does not include any new development or changes to any existing structures or site plans at this time. Any new development or changes to the site will require compliance with all applicable design standards. The draft Development Agreement allows the City to require changes to parking and circulation as needed to ensure on-site and adjacent vehicular and pedestrian circulation and safety.

17.72.090: Commercial and Office. *A. This section is intended to promote the development of well-planned shopping centers and facilities that provide a variety of shopping, professional, business, cultural and entertainment facilities designed to create an attractive and pleasant shopping atmosphere.*

- The addition of a new use with the proposed tenancy has the potential to contribute to the diverse mix of users and uses in the immediate area and in the overall development. Staff notes that elsewhere throughout the city, a Private School use requires approval of a Special Review Use (SRU). In this case, the applicant proposes this to be a by-right use, along with the existing Research/Office uses. Because this is a standalone property, the use could be evaluated for impacts, similar to the SRU analysis, at this time through the GDP Amendment. Any expansion of the use within the site will be evaluated through the same means as a by-right use, for which staff has the ability to review parking, building codes, circulation and other needs. Additionally, the proposal was evaluated for traffic impacts that would negatively impact the surrounding properties and transportation network. The street network in the area has capacity to accommodate the use as proposed, as well as if the use were expanded with the property. Therefore, staff finds that the site can

SUBJECT: ORDINANCE NO. 1821, SERIES 2021

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accommodate this use, with the provision for circulation improvements in the Development Agreement, as-is.

In addition to compliance with 17.72, the LMC also requires buffer zones around schools for liquor and marijuana establishments. There are currently no liquor or marijuana establishments within the required buffers around 168 Centennial Parkway (500 feet for liquor and 1000 feet for marijuana as stated in Section 9.72.070 and Section 17.16.237 of the LMC).

Comprehensive Plan Policies

Centennial Valley is an office park special district named in the Comprehensive Plan, described as suburban and consisting of large parcels. While the creation of a new parcel by subdividing an existing one does create a smaller parcel, the proposal does not affect the other elements of the Comp Plan such as neighborhood character, future trail connectivity, et cetera.

The McCaslin Boulevard Small Area Plan includes this area with the Edge condition context which contemplates primarily office uses. The use of the property as a private school is compatible with office uses and consistent with other existing institutional uses within this area. Private schools maintain tax revenues consistent with other private institutional and office uses, therefore a fiscal impact analysis was not performed with this application.

CDDSG

The building at 168 Centennial Parkway was parked at a 4/1000 ratio. As stated above, while parking is typically confirmed during the building permit stage, staff reviewed the application materials and determined that the applicant is not expected to disproportionately impact the parking on the site. The property owner has been made aware of additional parking management options to address parking among tenants at the site and anticipates that permit review for parking will be sufficient. The CDDSG also specifies that "all schools and child care facilities having a capacity greater than 25 students shall incorporate drop-off areas" (page 20, Section 2.1.3 *Passenger Drop-Off Areas*). As a school with more than 25 students, this standard is relevant to the proposed use. However, due to Fusion Academy's nontraditional scheduling, staff determined that preemptive changes to the site plan to provide a designated drop-off area were not warranted at this time. However, based on the intent of this standard and in recognition of the specific circulation concerns for schools, staff supports the provision in the Development Agreement allowing for the future review and regulation of circulation regarding Private School use.

Referral Comments

Public Works requested a letter from a professional engineer or architect regarding annual water demand to confirm that the existing water and sewer services are adequate for the new use, to be submitted with a building permit application. Public Works also requested confirmation that tenant finish work occur on site without affecting public right-of-way or

SUBJECT: ORDINANCE NO. 1821, SERIES 2021

DATE: JANUARY 4, 2022

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utilities. The applicant agreed to these terms. The Louisville Parks Department and the Louisville Fire Department had no comments.

FISCAL IMPACT:

Staff does not anticipate a fiscal impact as a result of this approval. The use of the property as a private school has a similar financial impact as an office use and is not exempt like public schools.

PUBLIC COMMENTS:

No public comments have been received to date.

PLANNING COMMISSION RECOMMENDATIONS:

The Planning Commission held a public hearing on the request on December 9, 2021 and voted 5-0 to recommend approval of the request. The minutes from this meeting are included as an attachment.

STAFF RECOMMENDATION:

If City Council finds that the application meets the applicable policies within the Comprehensive Plan, the McCaslin Boulevard Small Area Plan, and the Louisville Municipal Code, staff has included a draft Ordinance 1821, Series 2021 with recommended findings for approval of the application. If City Council finds that the application does not meet applicable policies and code provisions, staff recommends City Council direct staff to prepare a Resolution of denial with findings for this application.

ATTACHMENTS:

1. Ordinance 1821, Series 2021
2. Application Materials, including written narrative
3. Draft Development Agreement
4. Centennial Valley GDP – 10th Amendment
5. Planning Commission Minutes: December 9, 2021
6. Presentation

STRATEGIC PLAN IMPACT:

☐	 Financial Stewardship & Asset Management	☐	 Reliable Core Services
☒	 Vibrant Economic Climate	☐	 Quality Programs & Amenities
☐	 Engaged Community	☐	 Healthy Workforce
☐	 Supportive Technology	☐	 Collaborative Regional Partner

Item expected to be tabled.

ORDINANCE NO. 1821 SERIES 2021

AN ORDINANCE APPROVING A TENTH AMENDMENT TO THE CENTENNIAL VALLEY GENERAL DEVELOPMENT PLAN TO ALLOW A PRIVATE SCHOOL USE AT 168 CENTENNIAL PARKWAY

WHEREAS, CV Properties is the owner of certain real properties totaling approximately 4.15 acres, which are comprised of Lots 3 and 4, Block 3, Centennial Valley Business Park, Filing No. 1 and which are designated within the Centennial Valley General Development Plan (GDP) as Parcel G3 (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 Centennial Valley General Development Plan; and

WHEREAS, CV Properties, has submitted to the City a request for approval of an amended PCZD General Development Plan and Development Agreement for the Property to allow a Private School use, which amended GDP is entitled Centennial Valley General Development Plan 10th Amendment and a copy of which is attached hereto as Exhibit A (the “Centennial Valley GDP 10th Amendment”); and

WHEREAS, the Centennial Valley GDP, 10th Amendment and associated Development Agreement 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 public hearings on the proposed Centennial Valley GDP 10th Amendment for the Property on December 9, 2021 and has forwarded a recommendation to the City Council to approve the Centennial Valley GDP 10th Amendment; and

WHEREAS, the City Council has duly considered the Commission’s recommendation; and

WHEREAS, the City Council has held a public hearing on the proposed Centennial Valley GDP 10th Amendment and has provided notice of the public hearing as provided by law; and

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

WHEREAS, the Centennial Valley GDP, 10th Amendment is consistent with the City of Louisville 2013 Citywide Comprehensive Plan.

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

Section 1. The City Council of the City of Louisville hereby approves the Centennial

Item expected to be tabled.

Valley GDP 10th Amendment for the property legally described in Exhibit A attached hereto (the “Property”) and, pursuant to the zoning ordinances of the City, such Property is zoned Planned Community Zone District Commercial (PCZD-C) for the uses permitted in the Centennial Valley GDP 10th Amendment for the Property, a copy of which is attached hereto as Exhibit B, subject to Section 2 hereof.

Section 2. The Centennial Valley GDP 10th Amendment and Development Agreement shall be recorded in the Offices of the Boulder County Clerk and Recorder.

INTRODUCED, READ, PASSED ON FIRST READING, AND ORDERED PUBLISHED this 21st day of December, 2021.

Ashley Stolzmann, Mayor

ATTEST:

Meredyth Muth, City Clerk

APPROVED AS TO FORM:

Kelly P.C.
City Attorney

PASSED AND ADOPTED ON SECOND AND FINAL READING, this 4th day of January, 2022.

Ashley Stolzmann, Mayor

ATTEST:

Meredyth Muth, City Clerk

Item expected to be tabled.

Exhibit A

Legal Description

LOTS 3 AND 4, BLOCK 3, CENTENNIAL VALLEY BUSINESS PARK, FILING NO. 1
COUNTY OF BOULDER, STATE OF COLORADO

Item expected to be tabled.

Exhibit B

Item expected to be tabled.



November 16, 2021

JIM JOHNSON
303 575 7596
JJOHNSON@OTTENJOHNSON.COM

Planning Department
City of Louisville
749 Main Street
Louisville, Colorado 80027

Re: (Revision No. 1) Written Narrative – Amendments to Centennial Valley General Development Plan and Development Agreement

To Whom It May Concern:

This firm represents Fusion Learning, Inc. d/b/a Fusion Academy and its affiliates (“Fusion Academy”) in connection with their application (the “Application”) for amendments to the Centennial Valley General Development Plan (the “GDP”) and that certain Amended and Restated Development Agreement dated April 17, 1984, as amended from time to time (the “Development Agreement”) to add the “Private School” use as an allowable use for a portion of Parcel G of the GDP. The property subject to the Application is approximately 4.15 acres located in Parcel G of the GDP and known as 168 Centennial Parkway (the “Property”) in the City of Louisville (the “City”). The Property is located within the Centennial Valley Planned Community Commercial Zone District (the “CV PCZD”).

The GDP and Development Agreement prescribe the allowable uses for the Property. The Property is currently improved with a 59,629 square foot office building (the “Building”) and associated parking. As required by Section 17.72 of the City’s Zoning Ordinance (the “Code”), we are providing this Written Narrative on behalf of Fusion Academy, requesting that the City approve the Application to allow the Private School use on the Property.

Narrative

Fusion Academy offers one-on-one schooling for children from grades 6-12 and specializes in creating customized coursework for full-time, part-time, and tutoring programs. Fusion Academy seeks to establish a campus in a portion of the Building comprising approximately 8,748 usable square feet (10,043 rentable square feet), as depicted on the concept plan attached hereto as Exhibit A (the “Campus”). The Campus is essentially a makeup of “classrooms” that operate more like small offices, where teachers provide one-on-one schooling or tutoring for students. There are no large classrooms in the Campus. The Campus will operate from 8:00am until 9:00pm, with vehicle traffic spread throughout the day. Approximately 25-30 teachers work fulltime and serve an average of 30-40 students, not to exceed 65 students on site at any given time, throughout the day. For more information on Fusion Academy, please see the overview attached hereto as Exhibit B.

Based on discussions with the City, Fusion Academy understands the City would classify the operation of the Campus as a “Private School.” The Private School use is not currently allowed on the Property. Therefore, Fusion Academy seeks to reclassify the acreage allocated to the Property (and referred to as “Parcel G-3” in

Item expected to be tabled.

Planning Department
November 16, 2021
Page 2

the GDP and Development Agreement) as “Research / Office / Private School” in order to preserve the current uses allowed on the Property, while also permitting the Campus.

Compliance with Section 17.72 Considerations

The Application meets the approval considerations, set forth in Section 17.72 of the Code as follows:

- 17.72.010. The Application conforms with and furthers the purpose statement of the planned community zone district.

The Application allows for a new use on the Property that is complimentary to the existing uses in the CV PCZD and GDP. The Application is merely an amendment to the existing GDP and Development Agreement and does not compromise the health, safety, or general welfare of the people of the City. Instead, it enriches the diversity of commercial uses and options available to the surrounding community. The proposed Campus will attract new commercial users to the area that will support the existing retail and service businesses. The Application still adheres to the coordinated community design and contemporary land planning principles established in the CV PCZD and does not modify the ownership or size of the property subject to the CV PCZD.

- 17.72.30. The Application provides for a suitable use of the Property.

The Application provides for a suitable and complimentary use of the Property. All existing uses will remain permitted on the Property, while the “Private School” use is added. As noted above, the day-to-day operations of the Campus are more akin to an office than a traditional school, and any noise or traffic generated by the Campus will resemble the existing office uses.

- 17.72.30. The Application addresses the elements established in 17.17.30(A)-(D).

The Application does not alter the number of dwelling units, location of existing school sites, parks, open spaces, recreation facilities, and other public and quasi-public facilities, or modify any existing streets in the CV PCZD. All foregoing elements remain as addressed in the CV PCZD. The Application simply adds the Private School use to the Property. Development on the Property will still adhere to the CV PCZD.

Conclusion

We appreciate the opportunity to provide this information to the City. Please do not hesitate to contact us if you require further information regarding the Application.

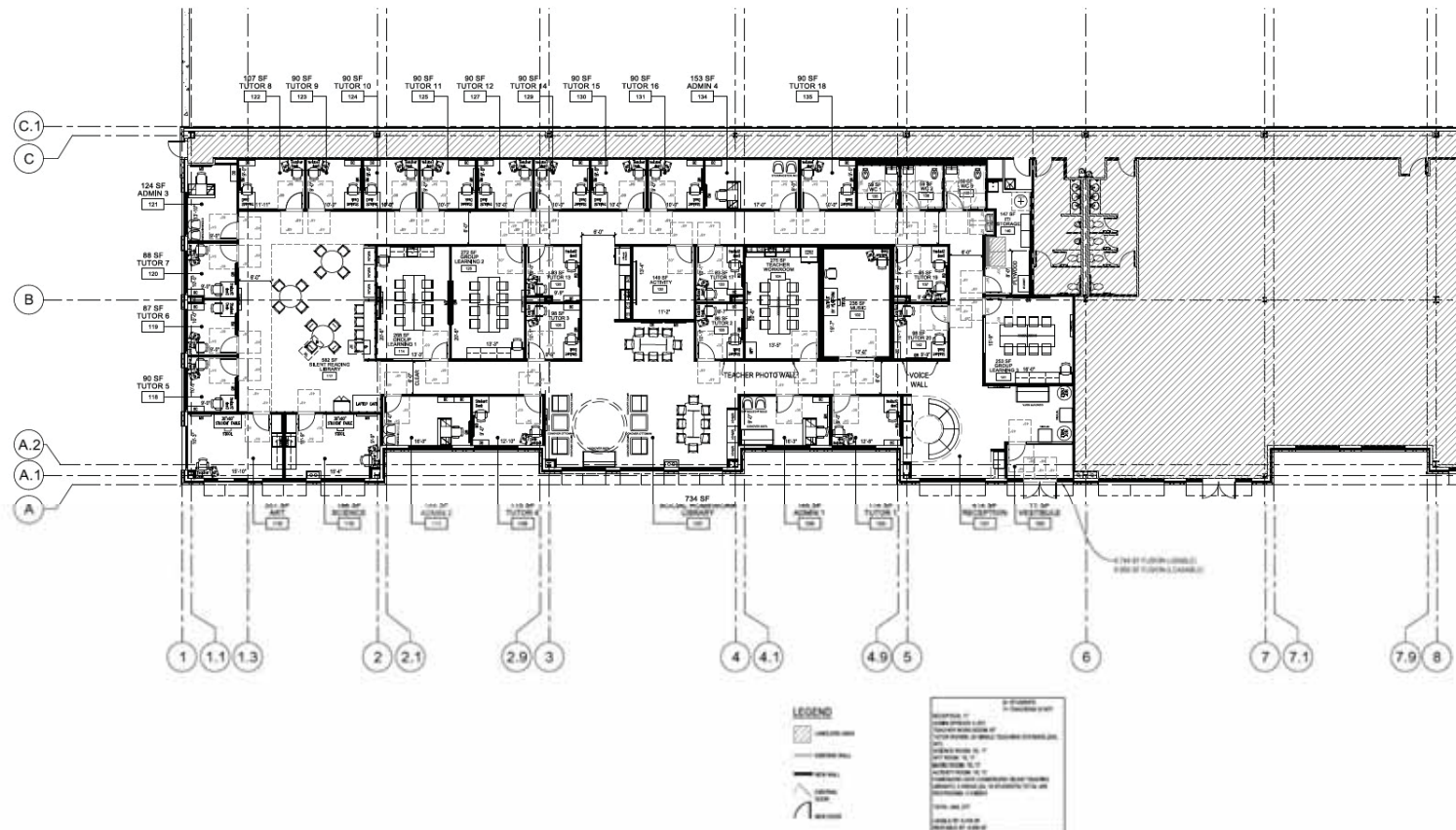
Sincerely,



Jim Johnson
For the Firm

JTJ/LKL

Concept Plan



Sheet No.	Title	TEST FIT PLAN #4
TF4	Date	09/15/21
	Scale	1/8" = 1'-0"

FUSION - (BOULDER) LOUISVILLE, CO 80027
168 CENTENNIAL PARKWAY
TEST FIT #4 - 8,748 S.F.



EXHIBIT B

Overview of Fusion Academy



Introduction

Fusion Academy is an innovative, individual focused, fully-accredited school and tutoring facility for students in grades 6-12. Fusion Academy specializes in helping students who need an alternative to the traditional school model by providing a unique, personalized approach to learning and life. All core curriculum classes are taught one to one; one student-one teacher, in addition students can attend small collaborative group classes for elective credits. Rather than forcing students to conform to a one-size-fits-all approach to education, we adapt to each student's individual needs and learning styles using a one-to-one mentoring approach. At Fusion, we work with each student to tailor a program designed to specifically meet his/her individual needs and interests. This approach engages students in their own learning process and ultimately leads to high levels of academic success.

By utilizing a one-to-one mentoring method, Fusion is able to recognize and encourage each student's talents and abilities while providing a completely customized program. This comprehensive approach, combined with Fusion's nurturing environment and culture, allows students to thrive. As President and Founder Michelle Rose Gilman stated, "Parents always ask me why their child will succeed at Fusion. The answer is simple: **because one-to-one works.**"

How it Works

Fusion Academy has been successful because of its unique educational model: one teacher, one student. For all core subjects Fusion provides a one-to-one student-teacher ratio. In addition to the one-to-one classes Fusion also offers small collaborative programs designed to teach students team work and individual responsibilities within a group. Due to Fusion's focus on the individual, Fusion is able to offer a flexible, year-round academic schedule designed to meet the demands of students whose needs don't conform to a "traditional" semester calendar. Each student's class schedule is developed on an individual basis, so every student's school day is different. Not all classes begin at 8 am and end at 2pm. Students get to choose when they begin and end their day based on their needs and individual circumstance.

A year-round schedule means students can enroll and begin classes at any time. Students at Fusion Academy take state certified courses in science, mathematics, history and social studies, visual and performing arts, English, foreign languages, and special interest areas that meet high school graduation requirements. Additionally, students have opportunities to participate in honors-level courses and courses approved by the state of Colorado in each content area.

Business Overview

Fusion Academy is a private, for-profit school charging tuition of approximately \$42,000 per year. Fusion Academy targets communities with 10,000 households in a 10 mile radius with an income of \$250,000 or greater. Given the high levels of success with Fusion Academy, we seek to replicate this program and open a school in your community.

Classes meet Monday through Friday. Each core class is held twice a week; group collaborative classes meet once a week. All full time students are required to attend classes five days a week. Students can choose to stay after class and use that time to catch up or gain additional help from teachers. Additionally, the school is open on Saturdays and Sundays for both tutoring and class

Item expected to be tabled.

credit. Each class period is 50 minutes. A typical maximum load is four classes Monday – Thursday and two classes on Fridays. An example of a student schedule is listed below:

Monday/Wednesday	Tuesday/Thursday	Friday
Algebra 8:00 am – 8:50 am	French 1 8:00am – 8:50 am	Fusion Forum: Robotics 9:00 am – 9:50 am
US History 9:00 am – 9:50 am	Drama 9:00 am – 9:50 am	Fusion Forum: Speech 10:00 am – 10:50 am
Biology 10:00 am – 10:50 am	Government 10:00 am – 10:50 am	Homework Café 11:00 am – 11:50am
English 9 11:00 am – 11:50 am	Computer Graphics 11:00 am – 11:50 am	
Homework Café 12:00 pm – 1:00 pm	Homework Café 12:00 pm – 1:00 pm	

The school opens with students and teachers starting to arrive between 7:30 am and 11:00 am. Fusion Academy offers one to one classes and group sessions from 8:00 am until 9:00 pm Monday – Thursday and on Fridays from 8:00 am – 4:00 pm. The 25-30 teaching offices are busy throughout the entire day, thus spreading vehicular traffic over the course of 13 hours. On average, Fusion Academy has around 8 student vehicles in the parking lot at any given time. The rest of the students are picked up and dropped off.

Fusion Academy occupies approximately 11,000 square feet. The physical make up of Fusion consists of the following spaces:

- Four (4) Administration offices, including:
 - Director's Office,
 - Assistant Director's Office
 - Registrar's/Billing Office
 - An Outreach Office
- A Teacher Conference Room
- Twenty-one (21) Individual Tutoring Offices
- Four (4) Collaborative Group Classrooms
- Two (2) Workrooms (Art and Science)
- Two (2) Music Studios
- Two (2) Homework Cafés
- A Storage Room

Fusion's one-to-one classrooms are approximately 110 sq/ft. They are designed specifically to provide a homelike atmosphere for student to learn and grow. Collaborative classrooms are larger, designed to fit 8 students, they are on average 250 sq/ft. Although Fusion does offer a limited amount of collaborative classrooms the school is run more like a tutoring center, thus it does not have a playground or outdoor area used for recreational activities. Students arrive on campus for classes. When they have completed their classes and homework for the day, they leave. The atmosphere, therefore, is professional and businesslike.

Our Students

Our students have historically been unsuccessful in other academic settings. Students who attend Fusion Academy tend to fall into three main categories:

1. Students who are actors/athletes and require a flexible school schedule because of their career and lifestyle;

Item expected to be tabled.

2. Students who are ahead or behind in school and would benefit from an accelerated or more moderately paced schedule; and
3. Students who suffer from physical illnesses or social issues that make it difficult for them to be successful in a traditional classroom.

Important to note, however, is that most Fusion Academy students have average to above average intelligence. Many of our students are capable of achieving high levels of academic success given the appropriate support and environment.



Item expected to be tabled.

Department of Planning and Building Safety

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

ELECTRONIC LAND USE HEARING REQUEST CASE NO. _____

APPLICANT INFORMATION

Firm: FUSION LEARNING, INC. d/b/a Fusion Academ
 Contact: Lindsey Leblanc
 Address: 72 Monroe Center St NE, Suite B
Grand Rapids, MI 49503
 Mailing Address: 72 Monroe Center St NE, Suite E
Grand Rapids, MI 49503
 Telephone: 616-301-1221x204
 Fax: _____
 Email: LLeBlanc@Fusionacademy.com

OWNER INFORMATION

Firm: CENTENNIAL VALLEY PROPERTIES VIII LLC
 Contact: Jeff Sheets, Koelbel
 Address: 5291 E. Yale Ave
Denver, CO 80222
 Mailing Address: 5291 E. Yale Ave
Denver, CO 80222
 Telephone: 303-300-8850
 Fax: _____
 Email: jsheets@koelbelco.com

REPRESENTATIVE INFORMATION

Firm: Otten Johnson Robinson Neff + Ragonetti
 Contact: Jim Johnson, Lindsay Lyda
 Address: 950 17th Street, Suite 1600
Denver, Colorado 80202
 Mailing Address: 950 17th Street, Suite 1600
Denver, Colorado 80202
 Telephone: 303-575-7596, 303-575-7545
 Fax: _____
 Email: jjohnson@ottenjohnson.com, llyda@ottenjohnson.com

PROPERTY INFORMATION

Common Address: 168 Centennial Parkway
 Legal Description: Lot 3 and 4 Blk 3
Centennial Valley Business Park, Filing 1
 Area: 4.15 ac 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)

I hereby request the public hearing(s) on this application be scheduled to be conducted by Electronic Participation in accordance with the attached Resolution No. 30, Series 2020, as adopted by the City Council on April 7, 2020, and in accordance with Resolution No. 38, Series 2020, as adopted by City Council on June 2, 2020 if such hearing(s) can be scheduled during a time period when in-person meetings are not being held due to a health epidemic or pandemic. I acknowledge that holding a quasi-judicial hearing by Electronic Participation may present certain legal risks and involves an area of legal uncertainty, and that having this application heard at a meeting held by Electronic Participation is optional and undertaken at my own risk. I also understand that in-person meetings are preferred for quasi-judicial hearings, and that even if electronic hearing(s) are scheduled, this application will be heard at an in-person meeting if in-person meetings have resumed by the scheduled hearing date(s). I further agree to defend and indemnify the City of Louisville in any action that may arise out of, or in connection with, conducting the hearing by Electronic Participation.

SIGNATURE DocuSigned by:
 Applicant: Lindsey Leblanc 10/11/2021
 Print: L BF8EE2BB6A0D4C9...
 Owner: Jeff Sheets 10/11/2021
 Print: Jeff Sheets EA7D44E4A3B941F...
 Representative: Jim Johnson 10/11/2021
 Print: Jim Johnson

CITY STAFF USE ONLY

- ☐ Electronic Hearing Approved: _____
- ☐ Date(s) of Hearing(s): _____



Land Title Guarantee Company Customer Distribution



PREVENT FRAUD - Please remember to call a member of our closing team when initiating a wire transfer or providing wiring instructions.

Order Number: **ABZ70744850**

Date: **10/08/2021**

Property Address: **168 CENTENNIAL PARKWAY, LOUISVILLE, CO 80027**

PLEASE CONTACT YOUR CLOSER OR CLOSER'S ASSISTANT FOR WIRE TRANSFER INSTRUCTIONS

For Closing Assistance

For Title Assistance

Kim Zimmerman
5975 GREENWOOD PLAZA BLVD
GREENWOOD VILLAGE, CO 80111
(720) 406-2083 (Work)
kzimmerman@ltgc.com

Attorney for Buyer

OTTEN JOHNSON ROBINSON NEFF & RAGONETTI
PC
Attention: LINDSAY LYDA
950 17TH ST #1600
DENVER, CO 80202
(303) 825-8400 (Work)
(303) 825-6525 (Work Fax)
llyda@ottenjohnson.com
Delivered via: Electronic Mail



Land Title Guarantee Company Estimate of Title Fees

Order Number: **ABZ70744850** Date: **10/08/2021**
Property Address: **168 CENTENNIAL PARKWAY, LOUISVILLE, CO 80027**
Parties: **A BUYER TO BE DETERMINED**
CENTENNIAL VALLEY PROPERTIES VIII LLC, A COLORADO LIMITED LIABILITY COMPANY

Visit Land Title's Website at www.ltgc.com for directions to any of our offices.

Estimate of Title insurance Fees	
"TBD" Commitment	\$312.00
	Total \$312.00
If Land Title Guarantee Company will be closing this transaction, the fees listed above will be collected at closing.	
Thank you for your order!	

Note: The documents linked in this commitment should be reviewed carefully. These documents, such as covenants conditions and restrictions, may affect the title, ownership and use of the property. You may wish to engage legal assistance in order to fully understand and be aware of the implications of the effect of these documents on your property.

Chain of Title Documents:

[Boulder county recorded 03/21/2017 under reception no. 03581703](#)

[Boulder county recorded 04/04/1996 under reception no. 01597055](#)

Plat Map(s):

[Boulder county recorded 10/27/1986 under reception no. 799995](#)

ALTA COMMITMENT

Old Republic National Title Insurance Company

Schedule A

Order Number: ABZ70744850

Property Address:

168 CENTENNIAL PARKWAY, LOUISVILLE, CO 80027

1. Effective Date:

09/20/2021 at 5:00 P.M.

2. Policy to be Issued and Proposed Insured:

"TBD" Commitment

\$0.00

Proposed Insured:

A BUYER TO BE DETERMINED

3. The estate or interest in the land described or referred to in this Commitment and covered herein is:

A FEE SIMPLE

4. Title to the estate or interest covered herein is at the effective date hereof vested in:

CENTENNIAL VALLEY PROPERTIES VIII LLC, A COLORADO LIMITED LIABILITY COMPANY

5. The Land referred to in this Commitment is described as follows:

LOT 3, BLOCK 3, CENTENNIAL VALLEY BUSINESS PARK, FILING NO.ONE, COUNTY OF BOULDER, STATE OF COLORADO.

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ALTA COMMITMENT

Old Republic National Title Insurance Company

Schedule B, Part I

(Requirements)

Order Number: ABZ70744850

All of the following Requirements must be met:

This proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.

Pay the agreed amount for the estate or interest to be insured.

Pay the premiums, fees, and charges for the Policy to the Company.

Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.

1. PARTIAL RELEASE OF DEED OF TRUST DATED MARCH 21, 2017, FROM CENTENNIAL VALLEY PROPERTIES VIII LLC, A COLORADO LIMITED LIABILITY COMPANY TO THE PUBLIC TRUSTEE OF BOULDER COUNTY FOR THE USE OF COBIZ BANK, A COLORADO CORPORATION, DOING BUSINESS AS COLORADO BUSINESS BANK TO SECURE THE SUM OF \$8,150,000.00 RECORDED MARCH 21, 2017, UNDER RECEPTION NO. [03581704](#).

DISBURSER'S NOTICE IN CONNECTION WITH SAID MORTGAGE WAS RECORDED MARCH 21, 2017, UNDER RECEPTION NO. [03581705](#).

2. WARRANTY DEED FROM CENTENNIAL VALLEY PROPERTIES VIII LLC, A COLORADO LIMITED LIABILITY COMPANY TO A BUYER TO BE DETERMINED CONVEYING SUBJECT PROPERTY.

NOTE: THE STATEMENT OF AUTHORITY RECORDED MARCH 21, 2017 AT RECEPTION NO. [03581702](#) AND OPERATING AGREEMENT FOR CENTENNIAL VALLEY PROPERTIES VIII LLC, A COLORADO LIMITED LIABILITY COMPANY DISCLOSES KOELBEL AND COMPANY, A COLORADO CORPORATION AS THE MANAGER AUTHORIZED TO EXECUTE LEGAL INSTRUMENTS ON BEHALF OF SAID ENTITY.

NOTE: ADDITIONAL REQUIREMENTS OR EXCEPTIONS MAY BE NECESSARY WHEN THE BUYERS NAMES ARE ADDED TO THIS COMMITMENT. COVERAGES AND/OR CHARGES REFLECTED HEREIN, IF ANY, ARE SUBJECT TO CHANGE UPON RECEIPT OF THE CONTRACT TO BUY AND SELL REAL ESTATE AND ANY AMENDMENTS THERETO.

ALTA COMMITMENT

Old Republic National Title Insurance Company

Schedule B, Part II

(Exceptions)

Order Number: ABZ70744850

This commitment does not republish any covenants, condition, restriction, or limitation contained in any document referred to in this commitment to the extent that the specific covenant, conditions, restriction, or limitation violates state or federal law based on race, color, religion, sex, sexual orientation, gender identity, handicap, familial status, or national origin.

1. Any facts, rights, interests, or claims thereof, not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
2. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
5. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date of the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.
6. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
7. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water.
8. EXISTING LEASES AND TENANCIES, IF ANY.
9. ALL MINERALS AS RESERVED IN DEED FROM BERGER REALTY AND SECURITIES COMPANY RECORDED APRIL 24, 1946 IN BOOK 777 AT PAGE [541](#), AND ANY AND ALL ASSIGNMENTS THEREOF OR INTERESTS THEREIN.
10. ALL COAL AS CONVEYED IN DEED RECORDED FEBRUARY 21, 1953 IN BOOK 922 AT PAGE [237](#), AND ANY AND ALL ASSIGNMENTS THEREOF OR INTERESTS THEREIN.
11. TERMS, CONDITIONS AND PROVISIONS OF ANNEXATION AGREEMENT RECORDED DECEMBER 4, 1979, UNDER RECEPTION NO. [373012](#) AND AMENDED BY SUPPLEMENT AND MODIFICATION TO ANNEXATION AGREEMENT RECORDED MAY 17, 1984, UNDER RECEPTION NO. [621627](#) AND THE ASSIGNMENT AND ASSUMPTION THERETO RECORDED AUGUST 29, 1984, UNDER RECEPTION NO. [643233](#), ASSIGNMENT RECORDED APRIL 4, 1996 UNDER RECEPTION NO. [1597062](#).

ALTA COMMITMENT

Old Republic National Title Insurance Company

Schedule B, Part II

(Exceptions)

Order Number: ABZ70744850

12. TERMS, CONDITIONS AND PROVISIONS OF AMENDED AND RESTATED DEVELOPMENT AGREEMENT RECORDED MAY 17, 1984, UNDER RECEPTION NO. [621626](#) AND SECOND AMENDMENT THERETO RECORDED FEBRUARY 13, 1987, UNDER RECEPTION NO. [826993](#) AND THIRD AMENDMENT RECORDED MAY 10, 1991, UNDER RECEPTION NO. [1102505](#) AND ASSIGNMENT AND ASSUMPTION THERETO RECORDED AUGUST 29, 1984, UNDER RECEPTION NO. [643233](#) AND FIFTH AMENDMENT RECORDED AUGUST 7, 1995 UNDER RECEPTION NO. [1537633](#), ASSIGNMENT RECORDED APRIL 4, 1996 UNDER RECEPTION NO. [1597062](#), SEVENTH AMENDMENT RECORDED JANUARY 23, 2006 UNDER RECEPTION NO. [2752214](#).
13. TERMS, CONDITIONS AND PROVISIONS OF AGREEMENT RECORDED FEBRUARY 9, 1982, UNDER RECEPTION NOS. [482949](#), [482950](#), [482951](#), [482952](#), [482953](#) AND [482954](#) AND AMENDMENT THERETO RECORDED APRIL 19, 1985, UNDER RECEPTION NO. [683686](#) AND THE FIFTH AMENDMENT TO AGREEMENT RECORDED FEBRUARY 6, 1996 UNDER RECEPTION NO. [1582037](#), ASSIGNMENT RECORDED APRIL 4, 1996 UNDER RECEPTION NO. [1597062](#).
14. TERMS, CONDITIONS AND PROVISIONS OF MEMORANDUM OF AGREEMENT RECORDED JUNE 10, 1983 UNDER RECEPTION NO. [554952](#).
15. TERMS, CONDITIONS AND PROVISIONS OF SUBDIVISION AGREEMENT RECORDED JULY 28, 1993 UNDER RECEPTION NO. [1319000](#).
16. EASEMENTS AS SHOWN ON THE RECORDED PLAT OF CENTENNIAL VALLEY BUSINESS PARK FILING NO. 1 RECORDED OCTOBER 27, 1986 UNDER RECEPTION NO. [799995](#).

NOTE: THE 35 FOOT GAS EASEMENT SHOWN ON THE RECORDED PLAT WAS APPARENTLY CREATED BY THAT DOCUMENT RECORDED JANUARY 13, 1983, UNDER RECEPTION NO. [528314](#). THIS EASEMENT HAS BEEN VACATED BY THAT INSTRUMENT RECORDED OCTOBER 19, 2005, UNDER RECEPTION NO. [2730843](#)
17. RESTRICTIVE COVENANTS, WHICH DO NOT CONTAIN A FORFEITURE OR REVERTER CLAUSE, AS CONTAINED IN INSTRUMENT RECORDED FEBRUARY 12, 1987, UNDER RECEPTION NO. [826464](#) AND AS AMENDED IN INSTRUMENT RECORDED OCTOBER 05, 1992, UNDER RECEPTION NO. [1225850](#).
18. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN CENTENNIAL VALLEY GENERAL DEVELOPMENT PLAN RECORDED DECEMBER 19, 1983 UNDER RECEPTION NO. [593903](#), AND AS AMENDED IN INSTRUMENT RECORDED SEPTEMBER 15, 1988 UNDER RECEPTION NO. [942355](#).
19. ALL COAL, OIL, GAS AND OTHER MINERALS TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS AS CONVEYED BY DEEDS RECORDED APRIL 4, 1996 UNDER RECEPTION NOS. [1597043](#), [1597044](#), [1597046](#), [1597048](#) AND [1597052](#).
20. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN DEVELOPMENT AGREEMENT RECORDED JULY 30, 1996 UNDER RECEPTION NO. [1629483](#).
21. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN OMNIBUS ASSIGNMENT RECORDED APRIL 04, 1996 UNDER RECEPTION NO. [1597059](#).
22. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN MEMORANDUM OF AGREEMENT RECORDED JULY 09, 2002 UNDER RECEPTION NO. [2305970](#).

ALTA COMMITMENT

Old Republic National Title Insurance Company

Schedule B, Part II

(Exceptions)

Order Number: ABZ70744850

23. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN DECLARATION OF SEWER EASEMENT RECORDED APRIL 28, 2015 UNDER RECEPTION NO. [3442329](#).
24. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN SEWER EASEMENT AGREEMENT RECORDED AUGUST 12, 2016 UNDER RECEPTION NO. [3536550](#).
25. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN CENTENNIAL VALLEY BUSINESS PARK LOTS 3 AND 4, BLOCK 3, FILING NO. 1, PLANNED UNIT DEVELOPMENT PLAN RECORDED NOVEMBER 09, 2016 UNDER RECEPTION NO. [3555932](#).
26. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN THE DEVELOPMENT AGREEMENT RECORDED JANUARY 18, 2017 UNDER RECEPTION NO. [03569415](#).

FIRST AMENDMENT TO DEVELOPMENT AGREEMENT RECORDED FEBRUARY 7, 2019 AT RECEPTION NO. [03697298](#).
27. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN PERMANENT STORMWATER BEST MANAGEMENT PRACTICES MAINTENANCE AGREEMENT BETWEEN THE CITY OF LOUISVILLE AND CENTENNIAL VALLEY PROPERTIES VIII LLC, A COLORADO LIMITED LIABILITY COMPANY, AND ITS HEIRS, SUCCESSORS AND ASSIGNS RECORDED APRIL 16, 2018 UNDER RECEPTION NO. [03650829](#).
28. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN EXCLUSIVE UTILITY EASEMENT DEED BY AND BETWEEN CENTENNIAL VALLEY PROPERTIES VIII LLC, A COLORADO LIMITED LIABILITY COMPANY AND THE CITY OF LOUISVILLE, COLORADO, A COLORADO HOME RULE MUNICIPAL CORPORATION RECORDED MAY 03, 2018 UNDER RECEPTION NO. [03653609](#).
29. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN SURFACE MAINTENANCE EASEMENT BY AND BETWEEN CENTENNIAL VALLEY PROPERTIES VIII LLC, A COLORADO LIMITED LIABILITY COMPANY AND CITY CITY OF LOUISVILLE, COLORADO, A HOME RULE MUNICIPAL CORPORATION RECORDED MAY 09, 2018 UNDER RECEPTION NO. [03654708](#).



LAND TITLE GUARANTEE COMPANY DISCLOSURE STATEMENTS

Note: Pursuant to CRS 10-11-122, notice is hereby given that:

- (A) The Subject real property may be located in a special taxing district.
- (B) A certificate of taxes due listing each taxing jurisdiction will be obtained from the county treasurer of the county in which the real property is located or that county treasurer's authorized agent unless the proposed insured provides written instructions to the contrary. (for an Owner's Policy of Title Insurance pertaining to a sale of residential real property).
- (C) The information regarding special districts and the boundaries of such districts may be obtained from the Board of County Commissioners, the County Clerk and Recorder, or the County Assessor.

Note: Effective September 1, 1997, CRS 30-10-406 requires that all documents received for recording or filing in the clerk and recorder's office shall contain a top margin of at least one inch and a left, right and bottom margin of at least one half of an inch. The clerk and recorder may refuse to record or file any document that does not conform, except that, the requirement for the top margin shall not apply to documents using forms on which space is provided for recording or filing information at the top margin of the document.

Note: Colorado Division of Insurance Regulations 8-1-2 requires that "Every title entity shall be responsible for all matters which appear of record prior to the time of recording whenever the title entity conducts the closing and is responsible for recording or filing of legal documents resulting from the transaction which was closed". Provided that Land Title Guarantee Company conducts the closing of the insured transaction and is responsible for recording the legal documents from the transaction, exception number 5 will not appear on the Owner's Title Policy and the Lenders Policy when issued.

Note: Affirmative mechanic's lien protection for the Owner may be available (typically by deletion of Exception no. 4 of Schedule B, Section 2 of the Commitment from the Owner's Policy to be issued) upon compliance with the following conditions:

- (A) The land described in Schedule A of this commitment must be a single family residence which includes a condominium or townhouse unit.
- (B) No labor or materials have been furnished by mechanics or material-men for purposes of construction on the land described in Schedule A of this Commitment within the past 6 months.
- (C) The Company must receive an appropriate affidavit indemnifying the Company against un-filed mechanic's and material-men's liens.
- (D) The Company must receive payment of the appropriate premium.
- (E) If there has been construction, improvements or major repairs undertaken on the property to be purchased within six months prior to the Date of Commitment, the requirements to obtain coverage for unrecorded liens will include: disclosure of certain construction information; financial information as to the seller, the builder and or the contractor; payment of the appropriate premium fully executed Indemnity Agreements satisfactory to the company, and, any additional requirements as may be necessary after an examination of the aforesaid information by the Company.

No coverage will be given under any circumstances for labor or material for which the insured has contracted for or agreed to pay.

Item expected to be tabled.

Note: Pursuant to CRS 10-11-123, notice is hereby given:

This notice applies to owner's policy commitments disclosing that a mineral estate has been severed from the surface estate, in Schedule B-2.

- (A) That there is recorded evidence that a mineral estate has been severed, leased, or otherwise conveyed from the surface estate and that there is substantial likelihood that a third party holds some or all interest in oil, gas, other minerals, or geothermal energy in the property; and
- (B) That such mineral estate may include the right to enter and use the property without the surface owner's permission.

Note: Pursuant to CRS 10-1-128(6)(a), It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

Note: Pursuant to Colorado Division of Insurance Regulations 8-1-3, notice is hereby given of the availability of a closing protection letter for the lender, purchaser, lessee or seller in connection with this transaction.

Note: Pursuant to CRS 10-1-11(4)(a)(1), Colorado notaries may remotely notarize real estate deeds and other documents using real-time audio-video communication technology. You may choose not to use remote notarization for any document.



JOINT NOTICE OF PRIVACY POLICY OF LAND TITLE GUARANTEE COMPANY, LAND TITLE GUARANTEE COMPANY OF SUMMIT COUNTY LAND TITLE INSURANCE CORPORATION AND OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

This Statement is provided to you as a customer of Land Title Guarantee Company as agent for Land Title Insurance Corporation and Old Republic National Title Insurance Company.

We want you to know that we recognize and respect your privacy expectations and the requirements of federal and state privacy laws. Information security is one of our highest priorities. We recognize that maintaining your trust and confidence is the bedrock of our business. We maintain and regularly review internal and external safeguards against unauthorized access to your non-public personal information ("Personal Information").

In the course of our business, we may collect Personal Information about you from:

- applications or other forms we receive from you, including communications sent through TMX, our web-based transaction management system;
 - your transactions with, or from the services being performed by us, our affiliates, or others;
 - a consumer reporting agency, if such information is provided to us in connection with your transaction;
- and
- The public records maintained by governmental entities that we obtain either directly from those entities, or from our affiliates and non-affiliates.

Our policies regarding the protection of the confidentiality and security of your Personal Information are as follows:

- We restrict access to all Personal Information about you to those employees who need to know that information in order to provide products and services to you.
- We may share your Personal Information with affiliated contractors or service providers who provide services in the course of our business, but only to the extent necessary for these providers to perform their services and to provide these services to you as may be required by your transaction.
- We maintain physical, electronic and procedural safeguards that comply with federal standards to protect your Personal Information from unauthorized access or intrusion.
- Employees who violate our strict policies and procedures regarding privacy are subject to disciplinary action.
- We regularly assess security standards and procedures to protect against unauthorized access to Personal Information.

WE DO NOT DISCLOSE ANY PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT STATED ABOVE OR PERMITTED BY LAW.

Consistent with applicable privacy laws, there are some situations in which Personal Information may be disclosed. We may disclose your Personal Information when you direct or give us permission; when we are required by law to do so, for example, if we are served a subpoena; or when we suspect fraudulent or criminal activities. We also may disclose your Personal Information when otherwise permitted by applicable privacy laws such as, for example, when disclosure is needed to enforce our rights arising out of any agreement, transaction or relationship with you.

Our policy regarding dispute resolution is as follows: Any controversy or claim arising out of or relating to our privacy policy, or the breach thereof, shall be settled by arbitration in accordance with the rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.



Commitment For Title Insurance Issued by Old Republic National Title Insurance Company

NOTICE

IMPORTANT—READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON. .

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, Old Republic National Title Insurance Company, a Minnesota corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured. If all of the Schedule B, Part I—Requirements have not been met within 6 months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

- 2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, Commitment terminates and the Company's liability and obligation end.

- 3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I—Requirements; and
- (f) Schedule B, Part II—Exceptions; and
- (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - i. comply with the Schedule B, Part I—Requirements;
 - ii. eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
 - iii. acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.

Item expected to be tabled.

- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

IN WITNESS WHEREOF, Land Title Insurance Corporation has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A to be valid when countersigned by a validating officer or other authorized signatory.

Issued by:
Land Title Guarantee Company
3033 East First Avenue Suite 600
Denver, Colorado 80206
303-321-1880

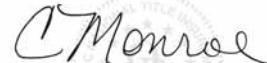


Craig B. Rants, Senior Vice President



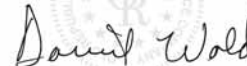
OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Stock Company
400 Second Avenue South, Minneapolis, Minnesota 55401
(612) 371-1111

By



President

Attest



Secretary

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Land Title Insurance Corporation. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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Item expected to be tabled.

AUTHORIZATION TO ACT AS REPRESENTATIVE

CENTENNIAL VALLEY PROPERTIES VIII LLC, a Colorado limited liability company ("CV Properties"), owner of certain real property commonly known as 168 Centennial Parkway in the City of Louisville, Colorado State of Colorado (the "Property") hereby authorizes FUSION LEARNING, INC., a Delaware corporation (together with its affiliates, "Fusion Academy"), and/or OTTEN JOHNSON ROBINSON NEFF & RAGONETTI, P.C., a Colorado professional corporation, acting on behalf of Fusion Academy, to act as CV Properties' agent and representative in all matters pertaining to Fusion Academy's application to the City of Louisville for amendments to the Centennial Valley General Development Plan and the Amended and Restated Development Agreement dated April 17, 1984, as amended from time to time (collectively, the "Application") to allow the private school use on the Property. This authorization shall expire by its own terms upon the successful approval of the Application by the Louisville City Council, or upon the written termination of this instrument by CV Properties. This authorization shall supersede any prior authorization given by CV Properties to Fusion Academy and/or any other entity to act in the foregoing capacity on behalf of CV Properties.

CV PROPERTIES:

CENTENNIAL VALLEY PROPERTIES VIII LLC,
a Colorado limited liability company

By: Koelbel and Company, Manager

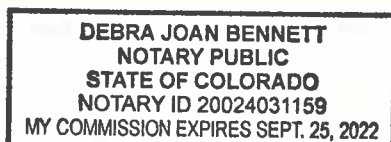
By: [Signature]
Name: Jeffrey G. Sheets
Title: Vice President

STATE OF COLORADO)
) ss.
COUNTY OF Denver)

The foregoing instrument was acknowledged before me this 6th day of October, 2021, by Jeffrey G. Sheets as ve of Koelbel and Company, a Colorado Corporation as Manager of Centennial Valley Properties VIII, LLC.

Witness my hand and official seal.

My commission expires: 9/25/2022



[Signature]
Notary Public

Item expected to be tabled.

AUTHORIZATION TO ACT AS REPRESENTATIVE

FUSION LEARNING, INC., a Delaware corporation (together with its affiliates, "Fusion Academy"), applicant for approval of amendments to the Centennial Valley General Development Plan and the Amended and Restated Development Agreement dated April 17, 1984, as amended from time to time (collectively, the "Application") to allow the private school use on certain real property known as 168 Centennial Parkway in the City of Louisville, Colorado State of Colorado, hereby authorizes OTTEN JOHNSON ROBINSON NEFF & RAGONETTI, P.C., a Colorado professional corporation, to act as Fusion Academy's agent and representative in all matters pertaining to the Application. This authorization shall expire by its own terms upon the successful approval of the Application by the Louisville City Council, or upon the written termination of this instrument by Fusion Academy.

FUSION ACADEMY:

FUSION LEARNING, INC.,
a Delaware corporation

By: [Signature]
Name: Lindsey Leblanc
Title: Real Estate Manager

STATE OF MICHIGAN)
) ss.
COUNTY OF Kent)

The foregoing instrument was acknowledged before me this 4th day of October, 2021, by Lindsey Leblanc as Real Estate Manager of FUSION LEARNING, INC., a Delaware corporation.

Witness my hand and official seal.

My commission expires: Nov. 29, 2021

BRETT E. VASICEK
NOTARY PUBLIC, STATE OF MI
COUNTY OF WAYNE
MY COMMISSION EXPIRES Nov 29, 2021
ACTING IN COUNTY OF Kent

[Signature]
Notary Public, Brett E. Vasicek

Item expected to be tabled.

TENTH AMENDMENT TO AMENDED AND RESTATED DEVELOPMENT AGREEMENT

THIS TENTH AMENDMENT (this “**Amendment**”) is made and entered into this ____ day of _____, 20__ (the “**Effective Date**”), by and between THE CITY OF LOUISVILLE, a Colorado municipal corporation (the “**City**”), and CENTENNIAL VALLEY PROPERTIES I LLC, a Colorado limited liability company, CENTENNIAL VALLEY PROPERTIES II LLC, a Colorado limited liability company, CENTENNIAL VALLEY PROPERTIES III LLC, a Colorado limited liability company, CENTENNIAL VALLEY PROPERTIES IV LLC, a Colorado limited liability company, CENTENNIAL VALLEY PROPERTIES V LLC, a Colorado limited liability company, CENTENNIAL VALLEY PROPERTIES VI LLC, a Colorado limited liability company (collectively, “**CV Properties**”).

Recitals

A. **WHEREAS**, the City and Louisville Associates, a joint venture, entered into an Amended and Restated Development Agreement dated April 17, 1984, as amended from time to time (the “**Development Agreement**”) relating to the development of certain real property in the City generally known as Centennial Valley (the “**Property**”). The Development Agreement addresses, among other things, the approval and implementation of a related development plan and the allocation of building area among various parcels within the Property;

B. **WHEREAS**, Sears Development Company, a Delaware corporation formerly known as Homart Development Company, as successor-in-interest to Louisville Associates, assigned its interest in the Development Agreement to CV Properties, by an Assignment of Project Agreements dated April 3, 1996;

C. **WHEREAS**, the Fifth Amendment to the Amended and Restated Development Agreement dated July 6, 1995 (“**Fifth Amendment**”) contains an Exhibit M concerning Land Allocation within the Property. Note 3 on Exhibit M to the Fifth Amendment provides as follows: “Individual parcels may not develop to the average F.A.R., in which case the Buildable Square Footage may be reallocated to other Commercial Parcels subject to the mutual agreement of the City and the CV Properties;” and

D. **WHEREAS**, the parties hereby desire by this Amendment that 59,629 square feet of Research/Office square footage allocated to Parcel G be allocated to Parcel G-3 (as defined by this Amendment) and reclassified as Research/Office/Private School square footage.

Agreement

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Adjustment of Allocation. CV Properties and City hereby agree that 59,629 square feet of Research/Office square footage allocated from the Property identified as Parcel G of the recorded General Development Plan for Centennial Valley (the “**GDP**”), is hereby allocated to Lots 3 and 4, Block 3, Centennial Valley Business Park, Filing 1, Parcel “G-3” for all purposes of the Development Agreement. Such square footage for Parcel G-3 is reclassified from

Item expected to be tabled.

Research/Office use to Research/Office/Private School use. The uses permitted for Parcel G-3 shall be limited to the following:

- (a) All Research/Office uses
- (b) Private School

2. Private School Vehicular Circulation. CV Properties and City acknowledge that CV Properties, and any successors in ownership of this property, manages vehicular parking on Parcel G-3 to ensure all occupants and guests have reasonable and safe vehicular access to and from Parcel G-3. In the event the Private School use creates vehicular or pedestrian circulation issues that prevent reasonable vehicular access to and from Parcel G-3, or that create safety issues related to circulation and traffic, then the City may require CV Properties to amend the site plan to accommodate vehicular circulation or rectify vehicular or pedestrian circulation issues related to the Private School use.

3. Effect of Amendment. This Amendment shall become effective immediately upon execution by the parties. Except as amended hereby, the Development Agreement and previous Amendments thereto shall remain in full force and effect in accordance with their terms.

[Remainder of page intentionally left blank]

Item expected to be tabled.

IN WITNESS THEREOF, the parties have executed this Amendment as of the Effective Date.

CENTENNIAL VALLEY PROPERTIES I LLC,
a Colorado limited liability company

By: Koelbel and Company, as Manager

By: _____
Name: Walter A. Koelbel, Jr.,
Its: President and Authorized Agent

CENTENNIAL VALLEY PROPERTIES II LLC,
a Colorado limited liability company

By: Koelbel and Company, as Manager

By: _____
Name: Walter A. Koelbel, Jr.,
Its: President and Authorized Agent

CENTENNIAL VALLEY PROPERTIES III LLC,
a Colorado limited liability company

By: Koelbel and Company, as Manager

By: _____
Name: Walter A. Koelbel, Jr.,
Its: President and Authorized Agent

CENTENNIAL VALLEY PROPERTIES IV LLC,
a Colorado limited liability company

By: Koelbel and Company, as Manager

By: _____
Name: Walter A. Koelbel, Jr.,
Its: President and Authorized Agent

Item expected to be tabled.

CENTENNIAL VALLEY PROPERTIES V LLC,
a Colorado limited liability company

By: Koelbel and Company, as Manager

By: _____
Name: Walter A. Koelbel, Jr.,
Its: President and Authorized Agent

CENTENNIAL VALLEY PROPERTIES VI LLC,
a Colorado limited liability company

By: Koelbel and Company, as Manager

By: _____
Name: Walter A. Koelbel, Jr.,
Its: President and Authorized Agent

CITY OF LOUISVILLE,
a Colorado home rule municipal corporation

By: _____
Name: Ashley Stolzmann
Its: Mayor

ATTEST:

Meredyth Muth, City Clerk

Item expected to be tabled.

EXHIBIT A

Legal Description

LOTS 3 AND 4, BLOCK 3, CENTENNIAL VALLEY BUSINESS PARK, FILING NO. 1
COUNTY OF BOULDER, STATE OF COLORADO.

Item expected to be tabled.

EXHIBIT B

General Development Plan Map

[See attached]

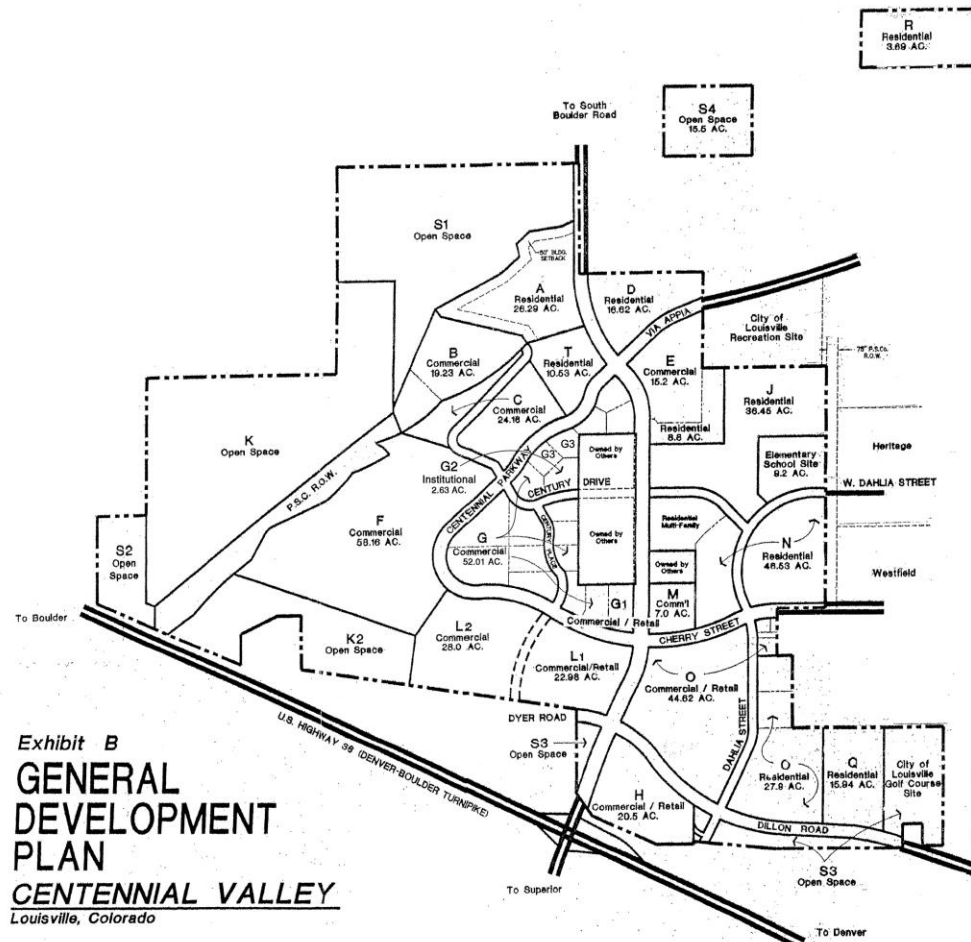


Exhibit B
GENERAL DEVELOPMENT PLAN
CENTENNIAL VALLEY
 Louisville, Colorado

REVISED AND AMENDED
 November 2021

R
 Residential
 8.89 AC.

S5
 Open Space
 28.89 AC.

2,781,771 SF

DESIGNATED USES	PLANNING AREAS	ACREAGE	AVERAGE DENSITY	DWELLING UNITS	GROSS BUILDING AREA
RESIDENTIAL					
SINGLE FAMILY	A D E J N Q R T	155.46	3.92	609	-
MULTI-FAMILY	N O	37.29	13.70	511	-
TOTAL RESIDENTIAL		192.75	5.81	1120	N/A
NON-RESIDENTIAL					
RETAIL	H L M O G1	62.98	.20	-	522,259 SF
RESEARCH / OFFICE	B C F G L	177.41	.36	-	2,781,771 SF
INSTITUTIONAL	G2	2.63	.41	-	47,000 SF
MIXED USE (EXC. RESI)	O E H M	47.39	.36	-	477,500 SF
RESEARCH/OFFICE/					
PRIVATE SCHOOL	G3	4.15	.16	-	59,629 SF
TOTAL NON-RESIDENTIAL		294.56	.31	NA	3,880,900 SF
TOTAL DEVELOPMENT		491.46	NA	1120	3,880,900 SF

OPEN SPACE	
OPEN SPACE PARCELS K, K2, S1-S5	295.01
ARTERIAL ROADS	90.48
TOTAL OPEN SPACE	385.47
SCHOOL SITE	9.22
TOTAL LAND	882.00 AC.

USE FOR EACH PARCEL ALLOWABLE UNDER DESIGNATED USES (1)

PARCEL L	CORPORATE USER / RETAIL / MIXED USE
PARCEL B C F G	RESEARCH / OFFICE / RETAIL
PARCEL G2	INSTITUTIONAL
PARCEL E	MIXED USE / COMMERCIAL
PARCEL M	RETAIL / OFFICE
PARCEL O	MIXED USE / RETAIL
PARCEL H	HOTEL / MIXED USE / RETAIL
PARCEL N O	TOWNHOUSE AND MULTIFAMILY
PARCEL A D E J N Q R T	SINGLE FAMILY DETACHED
PARCEL K - K2	OPEN SPACE
PARCEL S1 - S4	OPEN SPACE
PARCEL G3	RESEARCH / OFFICE / PRIVATE SCHOOL

(1) - SPECIFIC DESCRIPTIONS OF PERMITTED LAND USES AND DENSITIES FOR EACH PARCEL IDENTIFIED ON THE GOP MAY BE FOUND IN THE CENTENNIAL VALLEY AMENDED AND REBATED DEVELOPMENT AGREEMENT AS AMENDED.
 (2) - FOR ADDITIONAL REGULATIONS FOR PORTIONS OF THIS DEVELOPMENT, SEE CENTENNIAL VALLEY LOTS 2 AND 3 PARCEL O GENERAL DEVELOPMENT AMENDMENT, RECORDED UNDER BOULDER COUNTY RECISTRATION NUMBER CTRF428.

PLANNING COMMISSION CERTIFICATE

RECOMMENDED APPROVAL THIS ____ DAY OF _____, 20____ BY THE PLANNING COMMISSION OF THE CITY OF LOUISVILLE, COLORADO.
 RESOLUTION NO. _____ SERIES _____

CITY COUNCIL CERTIFICATE

APPROVED THIS ____ DAY OF _____, 20____ BY THE CITY COUNCIL OF THE CITY OF LOUISVILLE, COLORADO.
 RESOLUTION NO. _____ SERIES _____

MAYOR _____ CITY CLERK _____ SEAL _____

CLERK AND RECORDER CERTIFICATE

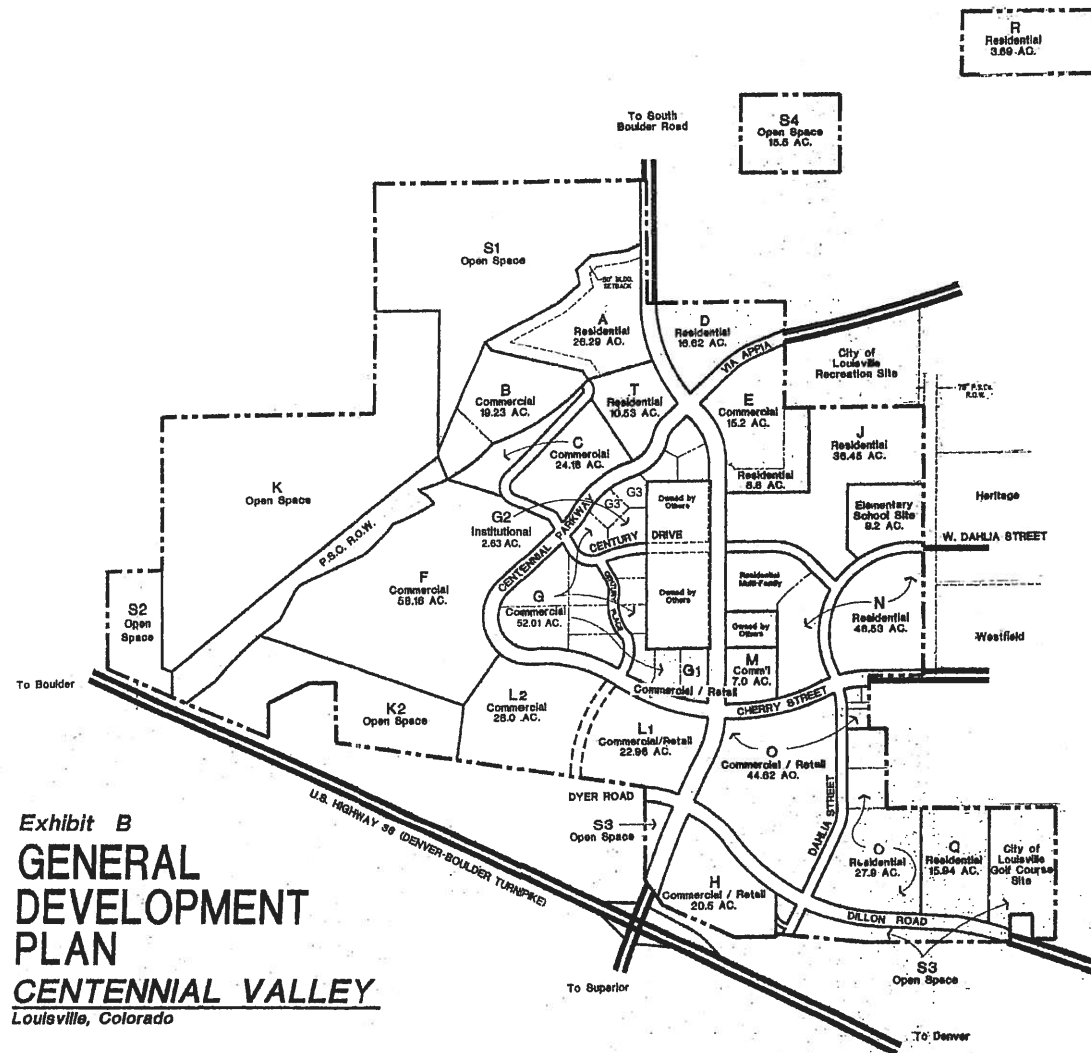
(COUNTY OF BOULDER
 STATE OF COLORADO)

I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED IN MY OFFICE AT ____ O'CLOCK, ____ M., THIS ____ DAY OF _____, 20____ AND IS RECORDED IN PLAN FILE _____, FEE _____, PAID _____, FILE NO. _____, RECEPTION _____

CLERK & RECORDER _____ DEPUTY _____

Exhibit B
GENERAL
DEVELOPMENT
PLAN
CENTENNIAL VALLEY
Louisville, Colorado

REVISED AND AMENDED
November 2021



R
Residential
3.89 AC.

S5
Open Space
28.89 AC.

2,781,771 SF

DESIGNATED USES	PLANNING AREAS	ACREAGE	AVERAGE DENSITY	DWELLING UNITS	GROSS BUILDING AREA
RESIDENTIAL					
SINGLE FAMILY	A D E J N Q R T	155.48	3.92	609	-
MULTI-FAMILY	N O	37.29	13.70	511	-
TOTAL RESIDENTIAL		192.76	6.81	1120	N/A
NON-RESIDENTIAL					
RETAIL	H L M O G1	62.98	.20	-	522,259 SF
RESEARCH / OFFICE	B C F G L	177.41	.36	-	2,781,771 SF
INSTITUTIONAL	G2	2.63	.41	-	47,000 SF
MIXED USE (EXC. RESI)	O E H M	47.39	.35	-	477,500 SF
RESEARCH/OFFICE/PRIVATE SCHOOL	G3	4.15	.16	-	59,629 SF
TOTAL NON-RESIDENTIAL		294.56	.31	NA	3,880,900 SF
TOTAL DEVELOPMENT		487.32	NA	1120	3,880,900 SF

OPEN SPACE	
OPEN SPACE PARCELS K, K2, S1-S5	295.01
ARTERIAL ROADS	90.48

TOTAL OPEN SPACE	385.47
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SCHOOL SITE	9.22
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TOTAL LAND	882.00 AC.
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USE FOR EACH PARCEL ALLOWABLE UNDER DESIGNATED USES (1)

PARCEL L	CORPORATE USER / RETAIL / MIXED USE
PARCEL B C F G	RESEARCH / OFFICE / RETAIL
PARCEL G2	INSTITUTIONAL
PARCEL E	MIXED USE / COMMERCIAL
PARCEL M	RETAIL / OFFICE
PARCEL O	MIXED USE / RETAIL
PARCEL H	HOTEL / MIXED USE / RETAIL
PARCEL N O	TOWNHOUSE AND MULTI-FAMILY
PARCEL A D E J N Q R T	SINGLE FAMILY DETACHED
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PARCEL S1 - S5	RESEARCH / OFFICE / PRIVATE SCHOOL

(1) SPECIFIC DESCRIPTIONS OF PERMITTED LAND USES AND DENSITIES FOR EACH PARCEL IDENTIFIED ON THE GOP MAY BE FOUND IN THE CENTENNIAL VALLEY AMENDED AND RESTATED DEVELOPMENT AGREEMENT AS AMENDED.
(2) FOR ADDITIONAL REGULATIONS FOR PORTIONS OF THIS DEVELOPMENT, SEE CENTENNIAL VALLEY LOTS 2 AND 3 PARCEL G GENERAL DEVELOPMENT AMENDMENT, RECORDED UNDER BOULDER COUNTY RECEPTION NUMBER 23767428.

PLANNING COMMISSION CERTIFICATE

RECOMMENDED APPROVAL THIS _____ DAY OF _____, 20____, BY THE PLANNING COMMISSION OF THE CITY OF LOUISVILLE, COLORADO.

RESOLUTION NO. _____ SERIES _____

CITY COUNCIL CERTIFICATE

APPROVED THIS _____ DAY OF _____, 20____, BY THE CITY COUNCIL OF THE CITY OF LOUISVILLE, COLORADO.

RESOLUTION NO. _____ SERIES _____

PAYOR _____ CITY CLERK _____ SEAL _____

CLERK AND RECORDER CERTIFICATE

(COUNTY OF BOULDER
STATE OF COLORADO)

I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED IN MY OFFICE AT _____ O'CLOCK, _____ P.M. THIS _____ DAY OF _____, 20____, AND IS RECORDED IN PLAN FILE _____, FEE _____, PAID _____, FILE NO. _____, RECEPTION _____.

CLERK & RECORDER _____ DEPUTY _____

**Planning Commission
Meeting Minutes
December 9th, 2021
Electronic Meeting
6:30 PM**

Chair Brauneis **called the meeting to order** at 6:30 PM.

Roll Call was taken and the following members were present:

Commission Members Present: Steve Brauneis, Chair
Dietrich Hoefner, Vice Chair
Ben Diehl
Keaton Howe
Jeff Moline

Commission Members Absent: Debra Williams, Secretary

Staff Members Present: Lisa Ritchie, Interim Dir. of Planning &
Building Safety
Amelia Brackett Hogstad, Planning Tech &
Clerk

APPROVAL OF AGENDA

Moline moved and Diehl seconded a motion to approve the December 9, 2021 agenda.
Motion passed unanimously by voice vote.

APPROVAL OF MINUTES

Howe moved and Diehl seconded a motion to approve the November 11, 2021 minutes.
Motion passed unanimously by voice vote.

PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

None.

NEW BUSINESS – PUBLIC HEARING ITEMS

Centennial Valley GDP Amendment, Fusion Academy: A request for approval of the 10th Amendment to the Centennial Valley General Development Plan to allow a Private School use at 168 Centennial Parkway (Resolution No. 19, Series 2021).

- Applicant: Lindsay Lyda, Otten Johnson
- Case Planner: Amelia Brackett Hogstad, Planning Tech

All required notice was met and there were no commissioner disclosures.

Brackett Hogstad shared the proposal. She reviewed the relevant policy and regulatory documents, stating that the applicant proposed a nontraditional school model that would

likely not affect immediate or area traffic concerns. She added that staff had also explored the implications of allowing Private School as a use by right in general and found that the area could support such a use, as well. In addition, she stated that the proposal included language in the Development Agreement confirming the City's ability to regulate traffic and circulation related to the school use specifically as needed.

Diehl asked about the process if a different school with a different model were to come in at the site.

Brackett Hogstad stated that if a future applicant came in with changes that warranted a building permit, they would be reviewed for parking and other zoning concerns at that time. She added that the Development Agreement also contained language specific to regulating circulation and traffic for the site overall and they would be subject to City approval and regulation based on that.

Ritchie added that staff's primary concern for this application was traffic and circulation. This particular user didn't pose any issues, but if the City were concerned in the future regarding circulation and safety on the site, the Development Agreement would capture that. She added that the carrying capacity of the site for the broader transportation network would not be a problem.

Diehl asked for clarification that the note would give the City the right to reevaluate traffic and circulation if the school model changed.

Brackett Hogstad confirmed and added that the language was actually broader than that, because it stated that if there were any concerns even with this tenant the City could step in. She reiterated that staff saw this as a back stop and language for the future, as they did not foresee issues with this tenant.

Moline asked what other requirements the applicant would have to go through in addition to the GDP amendment.

Brackett Hogstad replied that they would have to come in for a tenant finish, which would include building and zoning review, at which time planning staff would double-check for consistency and use their stated square footage to make the final calculation for parking.

Bret Vasicek, applicant and Michigan resident, described the Fusion Academy model, which operated nationwide. He shared that Fusion Academy was a fully accredited school for 6th – 12th graders which offered a full-time, college-prep program, as well as part-time opportunities for credit to transfer to other schools and tutoring and mentoring. He stated that their campuses did not function like traditional schools, instead offering a micro learning environment with a one-to-one ratio. He also showed details of the internal site and building plans.

Moline asked about virtual education options.

Vasicek stated that having a physical presence was important to them but that they also incorporated virtual learning.

Howe asked if demand for square footage ever increased over time.

Vasicek replied that he would not say that never happened, but from a business standpoint they did not like to do expansions. They modeled heavily up front and chose spaces to grow into.

Howe noted that Fusion Academy would be on the back side of the building and asked if they foresaw the need for a pass-through.

Vasicek replied that visibility and signage were always concerns for visitors and potential students. That said, they liked the opportunity to be farther from the main road. He noted that there was a pass-through connecting to nearby shops that parents and staff could use.

Diehl asked if there would be a sign on the building and if there would be any other type of wayfinding.

Vasicek replied that the landlord had approved a sign on the building and a separate standing sign. He noted that they would not be included on the existing monument sign.

Diehl asked if the typical student left the building for lunch.

Vasicek stated that they did not offer food service. Some students left to get lunch within walking distance, some used delivery services, and some brought their lunches. He added that it also depended on the students' schedules whether they were around for lunch.

Brauneis observed that there were no members of the public in attendance to make comments.

Hoefner asked staff if they would review signage.

Brackett Hogstad stated that signs would need to comply with the municipal sign code. She noted that they had submitted a tenant finish that staff had yet to review.

Diehl stated that it was an exciting proposal and thanked the applicant for picking Louisville.

Moline agreed with Commissioner Diehl and added that the staff memo captured the exact rationale for why this proposal deserved support and approval. He was glad to see this learning model come to Louisville.

Howe stated that he could not think of a reason why we wouldn't want this to be in this building and he had thought about it a lot. He stated that it offered a good opportunity for an alternate schooling option nearby and thought it was a great location for a school.

Hoefner stated that it struck him as a good example of a creative use of commercial space that might otherwise not have a tenant, and he suggested thinking about this application in future conversations around commercial vacancies.

Brauneis stated that he hated to think that the Planning Commission would ever slow things down, but in this case this was an important reality check to see if this was a use the community wanted to allow.

Diehl moved to approve Resolution 19, Series 2021. Moline seconded. Motion passed unanimously by roll call vote.

COMMISSIONER COMMENTS

Howe gave a shout out to Commissioner Williams for her years of service and volunteering to the City, and the other commissioners concurred.

Moline asked about in-person meetings.

Ritchie replied that there were no discussion items for Council on moving back to in person at this time.

Diehl asked about the first reading for the Redtail Ridge application.

Ritchie summarized that a citizen petition had been validated by the City Clerk with over 700 signatories. At their last meeting, Council reviewed two options, a resolution for a referendum vote and an ordinance that would overturn the previous Redtail approval. Council made the decision to pass on first reading the ordinance to overturn it. At this point, there would be a public hearing on that ordinance at the next Council meeting. Discussion ensued on the general procedures for first and second readings.

Ritchie shared that Council had offered a contract to Jeff Durbin for the position of City Manager, whose first day would be December 31st, and she gave his professional biography.

Ritchie also shared that Council was interviewing all commissioners who were up for reappointment to discuss their continued interest in participating, especially commissioners who had been around for a while.

Hoefner stated that he had listened to a Council meeting where it was shared that the Commission could be intimidating, with the suggestion that it related to the gender and race makeup of the Commission. He stated that the Commission should strive to be as welcoming as possible. He thought the Commission already tried to be welcoming but there was always room to improve.

STAFF COMMENTS

Ritchie stated that the January agenda would include a vote on commission positions, among other start-of-year housekeeping.

Moline stated that a zoom meeting could make people feel less approachable. He advocated for a welcoming approach and stated that he thought an in-person meeting was more conducive to that than a zoom meeting.

ITEMS TENTATIVELY SCHEDULED FOR THE MEETING ON JANUARY 13, 2021

- North End Block 11 PUD Amendment and Replat
- Delo West PUD and Plat (formerly Delo Lofts)
- 525 McCaslin Auto Fueling Station PUD

Ritchie added that the dark sky lighting ordinance would likely come before the Commission in February.

ADJOURN

Diehl made a motion to adjourn. Meeting adjourned at approximately 7:15 PM.

Item expected to be tabled.

City Council

January 4, 2022

10th Amendment to the Centennial Valley GDP

Ordinance 1821, Series 2021

Public Notice Certification:

Published in the Boulder Daily Camera – December 19, 2021

Posted in Required Locations, Property Posted and Mailing Notice – December 17, 2021

Fusion Academy
GDP Amendment
Vicinity Aerial



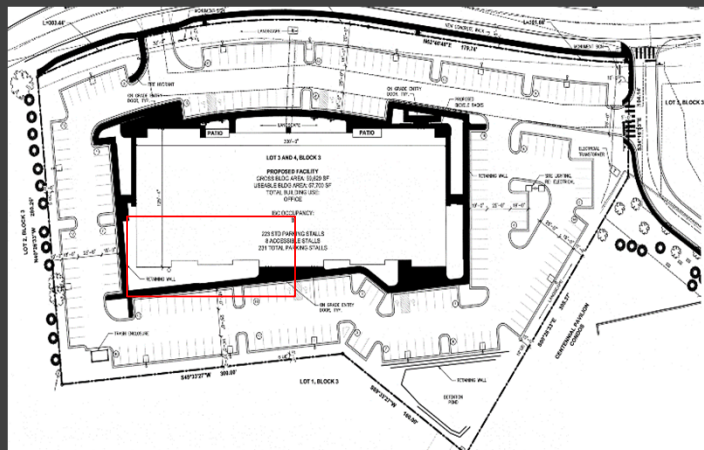
168 Centennial Parkway
Lots 3 & 4
Currently part of Parcel G

Item expected to be tabled.

Fusion Academy GDP Amendment Background

- 4.15 acres
- Zoned PCZD
- Centennial Valley GDP Amendments
 - Most recent amendment in 2015
 - Subdivided Parcel G to create Parcel G-2
- PUD in 2016
 - 59,629 sf building for Research/Office Use
 - Proposal does not affect the PUD

Fusion Academy GDP Amendment Background



2016 PUD for 168 Centennial Parkway

Fusion Academy GDP Amendment Proposal

- **Add Private School use** at 168 Centennial Parkway
- **Create Parcel G-3** for Research/Office/Private School
- In anticipation of tenant, Fusion Academy, in part of the existing building
- Additional changes
 - Note referring to Development Agreement
 - Note referring to changes to Parcel O
- Tenant specifics
 - Nontraditional school scheduling

Fusion Academy GDP Amendment Analysis

- Procedural
 - Not contemplated as a use allowed by SRU
 - GDPs can further dictate uses
- Balance between specific application and general implications
- Code compliance
 - Chapter 17.72
 - Buffer zones ☑
- Comprehensive Plan
- CDDSG
 - Office parking ratio
 - Drop-off areas standard

Item expected to be tabled.

Fusion Academy
GDP Amendment
Recommendation

Staff recommends approval of
Ordinance 1821, Series 2021.

**SUBJECT: THE FOUNDRY GENERAL DEVELOPMENT PLAN AND
SUBDIVISION AGREEMENT**

- i. **ORDINANCE NO. 1815, SERIES 2021 – AN ORDINANCE
APPROVING A SEVENTH AMENDMENT TO THE TAKODA
GENERAL DEVELOPMENT PLAN TO ALLOW UP TO 59
DWELLING UNITS AND 20,000 SQUARE FEET OF
COMMERCIAL DEVELOPMENT – 2nd READING, PUBLIC
HEARING (advertised *Daily Camera* 12/26/21)**
- ii. **RESOLUTION NO. 4, SERIES 2022 – A RESOLUTION
APPROVING A SECOND AMENDMENT TO THE FOUNDRY
SUBDIVISION AGREEMENT TO REDUCE THE REQUIREMENT
FOR OCCUPANCY BY PERSONS 55 YEARS OF AGE AND
OLDER FROM 24 DWELLING UNITS TO 12 DWELLING UNITS**

DATE: JANUARY 4, 2022

**PRESENTED BY: LISA RITCHIE, AICP, INTERIM DIRECTOR OF PLANNING AND
BUILDING SAFETY**

VICINITY MAP:



Item expected to be tabled.

SUBJECT: ORDINANCE NO. 1815, SERIES 2021 & RESOLUTION NO. 4, SERIES 2022

DATE: JANUARY 4, 2022

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SUMMARY:

This staff report describes the changes in the application following consideration from City Council on October 5, 2021 when the application was remanded back to Planning Commission. Planning Commission reconsidered the amendments to the application on November 11, 2021. The previous packets are at these links:

- [*August 26, 2021 Planning Commission*](#)
- [*October 5, 2021 City Council*](#)
- [*November 11, 2021 Planning Commission*](#)

Minutes from all prior meetings for Planning Commission and City Council are provided as attachments.

The applicant requests approval of the seventh amendment to the Takoda General Development Plan (GDP), covering the portion of the Takoda development commonly referred to as The Foundry. The amendment for consideration following City Council review on October 5, 2021 includes the following changes:

- Increase the maximum commercial development to 20,000 sf where 15,000 sf was previously proposed. The concurrency requirement resulting in a minimum of 15,000 sf remains the same.
- Amend The Foundry subdivision agreement to require 20% of the dwelling units (twelve units) be occupied by persons 55 years of age and older. The previous proposal requested removal of this requirement entirely.

PROPOSAL UPDATES:

In response to feedback expressed by City Council on October 5, 2021, the applicant proposes an increase in the maximum commercial development from 15,000 sf to 20,000 sf. The applicant does not propose an amendment to the concurrency requirement, which results in a minimum amount of 15,000 sf of commercial development at full build out. The proposed split of 7,500 sf of commercial development with the first 60% of residential units and an additional 7,500 sf of commercial development with the final 40% of residential units remains the same. The final 5,000 sf would be constructed at the applicant's discretion.

The traffic study was updated to reflect the possibility of 20,000 sf of commercial development. Staff notes that the Institute of Transportation Engineers (ITE) manual, which is the basis for traffic study assumptions, was updated following the previous study that informed the October 5, 2021 application. The results from the latest study used the most recent ITE recommendations, which changes the underlying model. The table below was updated with a new column in yellow, reflecting the most recent proposal to allow up to 20,000 sf of commercial development and 59 dwelling units:

Item expected to be tabled.

SUBJECT: ORDINANCE NO. 1815, SERIES 2021 & RESOLUTION NO. 4, SERIES 2022

DATE: JANUARY 4, 2022

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	Current GDP	Current PUD	Previous GDP Proposal (15,000 sf)	Current GDP Proposal (20,000 sf)
Average Daily Trips	3,086	1,499	1,596	1,503
AM Peak	108 in/85 out	64 in/52 out	15 in/30 out	35 in/38 out
PM Peak	85 in/108 out	52 in/66 out	71 in/63 out	85 in/79 out

Currently, Section 8.3 of the subdivision agreement, included as an attachment, provides that the development require 24 units to be occupied by persons 55 years of age and older through a deed restriction to be recorded on the properties and a covenant agreement with the city that runs with the land. Some of the reasoning to add the age restriction was to provide for a greater variety of housing types, which is supported by Comprehensive Plan policy, and to limit any potential impacts on school overcrowding. To date, the deed restrictions and covenant have not been finalized.

Some City Council members indicated on October 5 that the original reasons for this provision support the applicable Comprehensive Plan policies, therefore the applicant proposes to amend the Foundry subdivision agreement to reduce the requirement from 75% (24 units) to 20% (12 units) occupancy by persons 55 years of age and older. This is in addition to the obligation to comply with the city's recently adopted inclusionary housing ordinance which requires 12% (8 units) to meet the affordability requirements or provide the fee-in-lieu payment. Collectively, this results in the 33% of the units serving specific needs within Louisville.

Some City Council members commented on October 5 that providing affordable housing on-site could be preferable to paying the fee-in-lieu option. The applicant requests that final determination of the applicability of the Inclusionary Housing Ordinance be determined through the PUD process, in light of the upcoming Housing Study that will provide additional information on the most effective way to meet this need. The ordinance also indicates these decisions occur through the PUD and subdivision process.

In response to the changes to commercial development, staff updated the Fiscal Model reflected in the columns highlighted in yellow with the current proposal to compare with the results of the previous assumptions. The table below assumes construction of the entire 20,000 sf of commercial development with a three year build out of the entire site. As a result, the fiscal impact to the city improves. Staff did not update the low scenario model. Assuming that the additional 5,000 sf of commercial development is never constructed under that scenario, the results of that model would not change. The following table summarizes the results:

Item expected to be tabled.

SUBJECT: ORDINANCE NO. 1815, SERIES 2021 & RESOLUTION NO. 4, SERIES 2022

DATE: JANUARY 4, 2022

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UPDATED FISCAL IMPACT RESULTS:

	Current Foundry PUD	August Foundry GDP Proposal (15,000 sf)	Current Foundry GDP Proposal (20,000 sf)	Current PUD, Total Takoda	August GDP, Total Takoda (15,000 sf)	Current GDP Proposal, Total Takoda (20,000 sf)
Revenue by Fund						
General Fund	\$2,445	\$1,352	\$1,409	\$8,747	\$8,676	\$8,726
Open Spaces & Parks Fund	\$315	\$231	\$234	\$1,055	\$1,093	\$1,095
Recreation Fund	\$313	\$429	\$407	\$3,390	\$3,553	\$3,532
Historic Preservation Fund	\$76	\$38	\$38	\$231	\$234	\$234
Capital Projects Fund	\$1,559	\$1,557	\$1,613	\$5,596	\$5,791	\$5,826
TOTAL REVENUE	\$4,707	\$3,606	\$3,700	\$19,019	\$19,347	\$19,412
Expenditures by Fund						
General Fund	\$1,104	\$1,307	\$1,293	\$10,610	\$10,858	\$10,831
Open Spaces & Parks Fund	\$109	\$197	\$184	\$1,738	\$1,825	\$1,811
Recreation Fund	\$228	\$409	\$382	\$3,613	\$3,793	\$3,765
Historic Preservation Fund	\$0	\$0	\$0	\$0	\$0	\$0
Capital Projects Fund	\$1,055	\$1,654	\$1,622	\$5,521	\$5,713	\$5,681
TOTAL EXPENDITURE	\$2,496	\$3,567	\$3,480	\$21,482	\$22,189	\$22,089
NET FISCAL RESULT BY FUND						
General Fund	\$1,341	\$44	\$116	(\$1,863)	(\$2,182)	(\$2,104)
Open Spaces & Parks Fund	\$206	\$34	\$50	(\$683)	(\$732)	(\$717)
Recreation Fund	\$85	\$19	\$25	(\$223)	(\$240)	(\$234)
Historic Preservation Fund	\$76	\$38	\$38	\$231	\$234	\$234
Capital Projects Fund	\$504	(\$97)	(\$9)	\$74	\$78	\$145
NET FISCAL IMPACT	\$2,212	\$39	\$220	(\$2,463)	(\$2,841)	(\$2,676)
AVERAGE ANNUAL NET IMPACT	\$111	\$2	\$11	(\$123)	(\$142)	(\$134)

In addition to the above, the packets linked above contain staff's complete analysis of the application as it relates to the LMC and the applicable policies in the Comprehensive Plan and the South Boulder Road Small Area Plan.

Item expected to be tabled.

SUBJECT: ORDINANCE NO. 1815, SERIES 2021 & RESOLUTION NO. 4, SERIES 2022

DATE: JANUARY 4, 2022

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PUBLIC COMMENTS:

Previous packets include comments from the associated meetings. New public comments are included as an attachment.

PLANNING COMMISSION RECOMMENDATION:

The Planning Commission held a public hearing on the reconsider the amended request on November 11, 2021 and voted 4-2 to recommend approval of the request with a condition to remove the restriction for occupancy by persons 55 years of age and older. The minutes from this meeting are included as an attachment.

STAFF RECOMMENDATION:

If City Council finds that the application meets the applicable policies within the Comprehensive Plan, the South Boulder Road Small Area Plan and the Louisville Municipal Code, staff has included a draft Ordinance No. 1815, Series 2021 and Resolution No. 4, Series 2021 with recommended findings for approval of the application. If City Council finds that the application does not meet applicable policies and code provisions, staff recommends City Council direct staff to prepare an Ordinance of denial with findings for this application.

ATTACHMENTS:

1. Ordinance No. 1815, Series 2021
2. Resolution No. 4, Series 2022
3. Application Materials
4. Takoda GDP – 7th Amendment
5. Takoda Subdivision Agreement
6. Takoda Subdivision Agreement 2nd Amendment - draft
7. Link to [Foundry PUD](#)
8. Takoda GDP – 3rd Amendment
9. Resolution 6, Series 2019
10. Traffic Study
11. BVSD referral response
12. Planning Commission Minutes; June 24, 2021, August 12, 2021 and August 26, 2021, November 11, 2021
13. City Council Minutes, October 5, 2021
14. Public Comments
15. Presentation

Item expected to be tabled.

SUBJECT: ORDINANCE NO. 1815, SERIES 2021 & RESOLUTION NO. 4, SERIES 2022

DATE: JANUARY 4, 2022

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STRATEGIC PLAN IMPACT:

☐	 Financial Stewardship & Asset Management	☐	 Reliable Core Services
☒	 Vibrant Economic Climate	☐	 Quality Programs & Amenities
☐	 Engaged Community	☐	 Healthy Workforce
☐	 Supportive Technology	☐	 Collaborative Regional Partner

Item expected to be tabled.

ORDINANCE NO. 1815 SERIES 2021

AN ORDINANCE APPROVING A SEVENTH AMENDMENT TO THE TAKODA GENERAL DEVELOPMENT PLAN (GDP) TO ALLOW UP TO 59 DWELLING UNITS AND 20,000 SQUARE FEET OF COMMERCIAL DEVELOPMENT

WHEREAS, RMCS, LLC is the owner of certain real properties totaling approximately 5.82 acres, which are comprised of the Foundry subdivision and which are designated within the Takoda General Development Plan (GDP) (the “Property”); and

WHEREAS, the Property is currently zoned Planned Community Zone District – Commercial/Residential (PCZD – C/R) and, permitted uses are set forth on the existing Takoda PCZD General Development Plan; and

WHEREAS, Mass Equities, on behalf of the owner, has submitted to the City a request for approval of an amended PCZD General Development Plan for the Property to allow up to 59 dwelling units and 20,000 square feet of commercial development, which amended GDP is entitled Takoda General Development Plan 7th Amendment and a copy of which is attached hereto as Exhibit A (the “Takoda GDP 7th Amendment”); and

WHEREAS, the Takoda GDP, 7th Amendment 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 public hearings on the proposed Takoda GDP 7th Amendment for the Property on June 24, 2021, August 12, 2021 and August 26, 2021 and reconsidered the application on November 11, 2021 following remanding of the application from City Council on October 5, 2021. Planning Commission has forwarded a recommendation to the City Council to approve the Takoda GDP 7th Amendment with one condition; and

WHEREAS, the City Council has duly considered the Commission’s recommendation; and

WHEREAS, the City Council has held a public hearing on the proposed Takoda GDP 7th Amendment and has provided notice of the public hearing as provided by law; and

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

WHEREAS, the Takoda GDP, 7th Amendment is consistent with the City of Louisville 2013 Citywide Comprehensive Plan and the South Boulder Road Small Area Plan and supports policies related to provision of a mix of housing types and meeting needs for seniors.

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

Item expected to be tabled.

Section 1. The City Council of the City of Louisville hereby approves the Takoda GDP 7th Amendment for the property legally described in Exhibit A attached hereto (the “Property”) and, pursuant to the zoning ordinances of the City, such Property is zoned Planned Community Zone District Commercial/Residential (PCZD-C/R) for the uses permitted in the Takoda GDP 7th Amendment for the Property, a copy of which Takoda GDP 7th Amendment is attached hereto as Exhibit A, subject to Section 2 hereof.

Section 2. The Takoda GDP 7th Amendment shall be recorded in the Offices of the Boulder County Clerk and Recorder and the City zoning map shall be amended accordingly.

INTRODUCED, READ, PASSED ON FIRST READING, AND ORDERED PUBLISHED this 21st day of December, 2021.

Ashley Stolzmann, Mayor

ATTEST:

Meredyth Muth, City Clerk

APPROVED AS TO FORM:

Kelly P.C.
City Attorney

PASSED AND ADOPTED ON SECOND AND FINAL READING, this 4th day of January, 2022

Ashley Stolzmann, Mayor

ATTEST:

Meredyth Muth, City Clerk

Item expected to be tabled.

Exhibit A

Item expected to be tabled.

RESOLUTION NO. 4 SERIES 2022

A RESOLUTION APPROVING A SECOND AMENDMENT TO THE FOUNDRY SUBDIVISION AGREEMENT TO REDUCE THE REQUIREMENT FOR OCCUPANCY BY PERSONS 55 YEARS OF AGE AND OLDER FROM 24 DWELLING UNITS TO 12 DWELLING UNITS

WHEREAS, Mass Equities has submitted an application for a Seventh Amendment to the Takoda General Development Plan and a Second Amendment to The Foundry Subdivision Agreement; and

WHEREAS, after a duly noticed public hearing on June 24, 2021, August 12, 2021 and August 26, 2021, and November 11, 2021 following remanding from City Council on October 5, 2021 where evidence and testimony were entered into the record, including the findings in the Louisville Planning Commission staff report dated November 11, 2021, the Planning Commission recommended approval the Takoda GDP 7th Amendment and recommended removal of the occupancy restrictions within the 2nd Amendment to the Foundry subdivision agreement; and

WHEREAS, City staff has reviewed the information submitted and found that the application as submitted complies with the Louisville zoning regulations and other applicable sections of the Louisville Municipal Code; and

WHEREAS, the City Council has considered the application at a duly noticed public hearing on January 4, 2022, where evidence and testimony were entered into the record, including the findings in the Louisville City Council staff report dated January 4, 2022.

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Louisville, Colorado does hereby approve a second amendment to the Foundry subdivision agreement to reduce the requirements for occupancy by persons 55 years of age and older from 24 units to 12 units.

PASSED AND ADOPTED this 4th day of January 2022.

By: _____
Ashley Stolzmann, Mayor

Attest: _____
Meredyth Muth, City Clerk

ELECTRONIC LAND USE HEARING REQUEST CASE NO. _____

APPLICANT INFORMATION

Firm: Mass Equities Inc
Contact: Brian W. Bair
Address: 263 2nd Ave Ste 105
Newport, CO 81054
Mailing Address: Same as above
Telephone: 415269-2448
Fax: _____
Email: brian@masseg.com

OWNER INFORMATION

Firm: RMCS LLC
Contact: David Waldner
Address: 21 Sunset Street
Longmont, CO 80503
Mailing Address: Same as above
Telephone: 720.201.3194
Fax: _____
Email: rmcs4535@gmail.com

REPRESENTATIVE INFORMATION

Firm: _____
Contact: _____
Address: _____
Mailing Address: _____
Telephone: _____
Fax: _____
Email: _____

PROPERTY INFORMATION

Common Address: SWC Parcel D's Hwy 42
Legal Description: Lot A-5 Blk 147
Subdivision The Foundry
Area: 256,000 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)

I hereby request the public hearing(s) on this application be scheduled to be conducted by Electronic Participation in accordance with the attached Resolution No. 30, Series 2020, as adopted by the City Council on April 7, 2020, and in accordance with Resolution No. 38, Series 2020, as adopted by City Council on June 2, 2020 if such hearing(s) can be scheduled during a time period when in-person meetings are not being held due to a health epidemic or pandemic. I acknowledge that holding a quasi-judicial hearing by Electronic Participation may present certain legal risks and involves an area of legal uncertainty, and that having this application heard at a meeting held by Electronic Participation is optional and undertaken at my own risk. I also understand that in-person meetings are preferred for quasi-judicial hearings, and that even if electronic hearing(s) are scheduled, this application will be heard at an in-person meeting if in-person meetings have resumed by the scheduled hearing date(s). I further agree to defend and indemnify the City of Louisville in any action that may arise out of, or in connection with, conducting the hearing by Electronic Participation.

SIGNATURES & DATE

Applicant: Brian W. Bair
Print: Brian W. Bair
Owner: David Waldner
Print: DAVID WALDNER
Representative: RMCS LLC : MANAGER
Print: _____

CITY STAFF USE ONLY

- ☐ Electronic Hearing Approved: _____
- ☐ Date(s) of Hearing(s): _____

Item expected to be tabled.

7th Amendment to the Takoda General Development Plan for Planning Area 1, the Foundry Louisville, Colorado

Amendment Narrative: May 11, 2021

Members of the City of Louisville Planning Commission,

The proposed 7th Amendment Takoda General Development Plan for Planning Area 1 (the GDP) is intended to adjust the land use designations for the Foundry PUD to better reflect the developing character and market conditions in the City of Louisville and provide a way forward for the successful completion of this important component of the Steel Ranch neighborhood. The development team has spent a considerable amount of time with the local stakeholders (community and HOA's) to better understand their needs and wants for the Foundry property. The amended GDP includes the following changes that are supported by the local community:

Allocation of Residential and Commercial Density:

- Residential total dwelling units proposed to be increased from 32 to 59. The density is less than 10 dwelling units per acre and is consistent with the surrounding area and local planning efforts.
- Maximum commercial floor area proposed to be reduced from 76,066 to 15,000 sq. ft. Although this is the north entrance to Louisville on Hwy 42, the site has several challenges for commercial use and is outside the commercial core of Louisville.

Residential Character:

- The project concept replaces 32 luxury style condominium units (previously approved in 4 buildings) with 59 attached single-family homes in a mix of duplex and townhome configurations. This allows for scale and character that more closely aligns with the adjacent neighborhood, while still providing for the critical mass of density needed to enhance the viability of the commercial component.
- The dwelling units at the perimeter of the planning area are oriented towards the existing park(s) and adjacent neighborhoods to reinforce the street frontage and build on the established neighborhood fabric.

Commercial Character:

- While reduced in total area, the commercial component of the project is envisioned as a neighborhood center with a focus on walkable access from the adjacent homes. The reduced scale and floor area is appropriate given the abundance of commercial space available and under development in the surrounding area and helps to promote viability of potential neighborhood service uses that may occupy the spaces.
- Commercial buildings are situated on the site to provide storefronts facing Hwy 42, the park and adjacent residential with opportunities for outdoor seating focused around a neighborhood center. This configuration also allows the commercial buildings to screen the park and residential areas of the project from Highway 42 impacts.
- The smaller commercial spaces allow for flexibility and a scale of uses appropriate for the neighborhood focused planning objectives.

Item expected to be tabled.

Planning Objectives:

- The neighborhood park from the prior plan is proposed to be maintained and developed as a central outdoor gathering area and connection point for the neighborhood. The adjacency to the commercial frontage is reinforced by changes in paving and sidewalk design to prioritize pedestrian connection of the business and park elements and catalyze activity at the neighborhood center.
- Parking and the commercial access for car traffic is arranged along the Highway 42 frontage to allow for commercial visibility from the street and make the best use of the areas of the site that are less suited to residential and pedestrian uses.

Circulation, Parking and Traffic:

- The reduction in commercial floor area significantly reduces the amount of traffic accessing the project and associated impact on the existing neighborhood. This is very important to the adjacent community.
- The overall traffic circulation and street connections defined in the previous plan remains substantially unchanged with the exception that the Kaylix Street access has been revised to a one way in connection to further reduce traffic impact on the adjacent homeowners.
- Parking is provided in a mix of 2 car attached garages, parking lots serving the commercial spaces as well as nose-in and parallel parking on the internal private streets. The on-street parking is situated to provide dispersed visitor parking and separate pedestrians using the sidewalks from traffic on the private streets to reinforce the walkable character of the development.
- Dwelling units are oriented with attached parking garages accessed by internal drive lanes to create a street and alley development pattern and minimize curb cuts on the sidewalks along the internal private streets.
- Multi-use connections are provided along Highway 42 and tied to the larger regional trail as well as internal pedestrian circulation and connections within the neighborhood

Thank you for your time and effort to consider this proposed amendment. We are confident that this revised approach to the Foundry will provide for a successful mixed-use development while responding appropriately to market conditions and the specific needs of Louisville and the established Steel Ranch neighborhood. Allowing for the increase in needed residential units and adjustments to the commercial/residential balance will provide a strong entrance to the neighborhood and enhance the viability of the project. The proposed plan is consistent with local development trends and is supported by the adjacent community. We are looking forward to the opportunity to address any questions regarding our proposal.

2 STORY PAIRED HOME CHARACTER - 34 UNITS

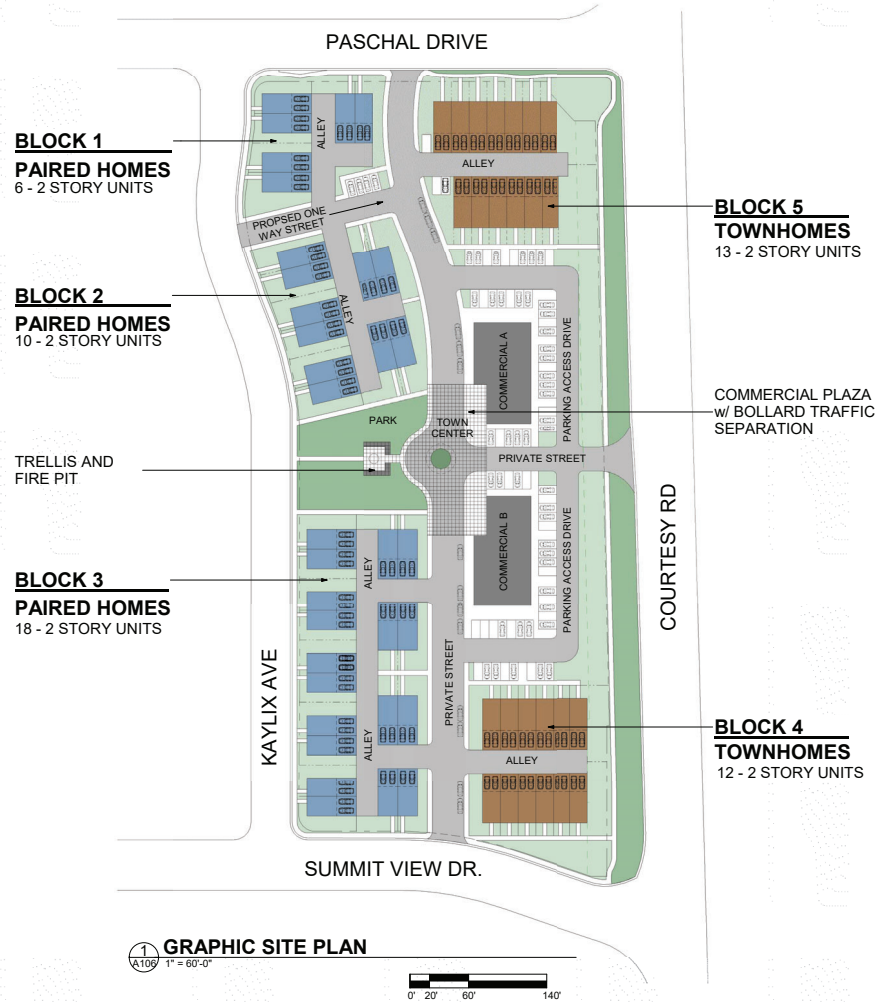


2 STORY TOWNHOME CHARACTER- 25 UNITS



THE FOUNDRY: CONCEPT SITE PLAN

LOUISVILLE, CO
1/13/21



COMMERCIAL SPACE CHARACTER 9,000 - 12,000 SF



PARK CHARACTER



TOWN CENTER/STREET SCAPE CHARACTER



TAKODA

GENERAL DEVELOPMENT PLAN - 7th AMENDMENT

A PART OF SECTION 5, TOWNSHIP 1 SOUTH, RANGE 69 WEST OF THE 6TH PM PRINCIPAL MERIDIAN,
CITY OF LOUISVILLE, COUNTY OF BOULDER, STATE OF COLORADO

LEGAL DESCRIPTION FOR TAKODA PA1

FOUNDRY:

A REPLAT OF LOT 1, BLOCK 9 AND TRACT T OF TAKODA SUBDIVISION WITH A RECEPTION NUMBER OF 03103584, AND LOT 2 OF SUMMIT VIEW SUBDIVISION WITH A RECEPTION NUMBER 2216330 AND BEING PART OF SOUTHEAST 1/4 OF SECTION 5, TOWNSHIP 1 SOUTH, RANGE 69 WEST OF THE 6TH P.M., CITY OF LOUISVILLE, COUNTY OF BOULDER, STATE OF COLORADO.

AREA = 5.82 ACRES

PROJECT DESCRIPTION

PLATTED AREA:	45.82 AC.
GROSS PROJECT AREA:	45.82 AC.
PLANNING AREA 1 PA AREA:	5.82 AC.
CURRENT ZONING:	PLANNED COMMUNITY ZONED DISTRICT (PCZD) - CR
PROPOSED ZONING:	PLANNED COMMUNITY ZONED DISTRICT (PCZD) - CR
MAX APPROVED COMMERCIAL FLOOR AREA	15,000 SF
TOTAL MAX NUMBER OF RESIDENTIAL UNITS	59 DU

PLANNING AREA 1 ACCESS

ACCESS:	HIGHWAY 42 (FULL MOVEMENT - SIGNALIZED AT PASCHAL DRIVE)
	HIGHWAY 42 (24 MOVEMENT ACCESS)
	HIGHWAY 42 (24 MOVEMENT AT SUMMIT VIEW DRIVE)
	SUMMIT VIEW DRIVE (FULL MOVEMENT)
	PASCHAL DRIVE (RT IN/RT OUT ACCESS)
	KAYLIX AVE (ONE-WAY IN ACCESS)

PUBLIC LAND DEDICATION - PA1

TOTAL PLATTED AREA (PA1):	5.82 AC.
COMMERCIAL AREA (PCZD-CR):	1.86 AC.
COMMERCIAL DEDICATION REQUIREMENT:	12% (PREVIOUSLY MET)
RESIDENTIAL AREA (PCZD-CR):	4.16 AC.
COMMERCIAL DEDICATION REQUIREMENT:	12% (PREVIOUSLY MET)
RESIDENTIAL DEDICATION REQUIREMENT:	15% (3% DELTA)
TOTAL LAND DEDICATION REQUIRED:	5,436 SF (0.1248 AC)

* THE REQUIRED LAND DEDICATION SHALL BE MET VIA A CASH-IN-KIND PAYMENT CONSISTENT WITH SECTION 16.16A(8) OF THE CITY CODE.

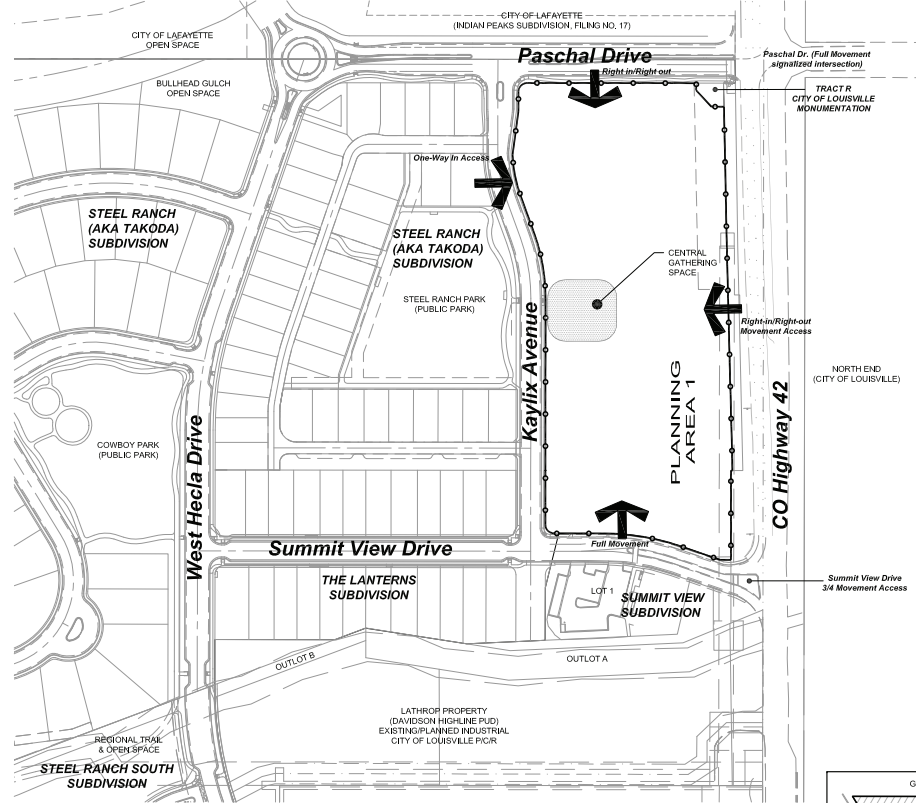
DEVELOPMENT SUMMARY

PLANNING AREA 1:	
ALLOWED USES: PER SECTION 17.72.080	59 DU /
UNITS:	16.14 DU/AC
MAXIMUM DENSITY:	
TAKODA TOTAL RESIDENTIAL DENSITY:	
ALLOWED USES: PER SECTION 17.72.080	521 DU / (INCLUDES 59 UNIT REQUEST)
UNITS:	69.97 AC
TAKODA TOTAL GROSS PROJECT AREA:	7.45 DU/AC (INCLUDES RESIDENTIAL PORTION OF PA1 PARCELS)
MAXIMUM DENSITY:	
MAX APPROVED FLOOR AREA (PER TAKODA GDP-3rd AMENDMENT)	76,055 SF
MAX APPROVED COMMERCIAL FLOOR AREA WITHIN THIS GDP	20,000 SF

* RESIDENTIAL UNITS WITHIN PLANNING AREA 1 REQUIRE PUD APPROVAL AND SHALL IN NO EVENT EXCEED THE UNIT COUNT OF 59.

NOTES

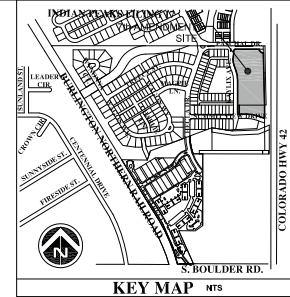
1. SURVEY FOR THIS PROJECT WAS COMPLETED BY ROCK CREEK SURVEYING, LLC, DATED AUGUST 23, 2013.
2. THERE IS NO FEMA RECORDED FLOODPLAIN WITHIN THE PROJECT LIMITS.
3. TIMING OF THE DEVELOPMENT SHALL BE DEPENDENT ON MARKET CONDITIONS.
4. THIS PLAN IS CONCEPTUAL IN NATURE AND SHOULD NOT BE INTERPRETED TO ESTABLISH PRECISE DIMENSIONS OR ACREAGE. SUCH FACTORS SHALL BE ACCURATELY ESTABLISHED THROUGH THE PLATTING AND FINAL PUD PROCESS IN ACCORDANCE WITH THE CITY'S REQUIREMENTS.
5. INTERSECTION TRAFFIC MOVEMENTS SHOWN ARE RECOMMENDATIONS THAT MAY BE ALTERED IN THE FUTURE DEPENDENT UPON TRAFFIC ACCIDENTS AND/OR PUBLIC SAFETY CONCERNS.
6. CONCURRENTLY REQUIREMENTS: NO MORE THAN 60% OF THE RESIDENTIAL BUILDING PERMITS SHALL BE ISSUED WITHOUT PRIOR OR CONCURRENT ISSUANCE OF BUILDING PERMITS(S) FOR A MINIMUM OF 7,500 SQUARE FEET OF COMMERCIAL CORE AND SHELL DEVELOPMENT. THE REMAINING 40% OF RESIDENTIAL BUILDING PERMITS SHALL BE ISSUED CONCURRENT WITH OR SUBSEQUENT TO A BUILDING PERMIT(S) FOR AN ADDITIONAL 7,500 SQUARE FEET OF COMMERCIAL CORE AND SHELL DEVELOPMENT. IN NO CASE SHALL A CERTIFICATE OF OCCUPANCY BE ISSUED FOR ANY RESIDENTIAL DWELLING UNITS UNLESS THE ASSOCIATED COMMERCIAL DEVELOPMENT HAS RECEIVED A CERTIFICATE OF COMPLETION OR SIMILAR APPROVAL FOR A CORE AND SHELL CONDITION AS WOULD BE REQUIRED BY THE CITY.



BULK AND DIMENSION STANDARDS

	COMMERCIAL	RESIDENTIAL*
MIN LOT AREA	N/A	N/A
MIN LOT WIDTH	20'-0"	18'-0"
MIN LOT COVERAGE	N/A	N/A
BUILDING SETBACKS ^{1,4}		
MIN FRONT YARD SETBACK ¹ (PRINCIPAL USES)	0'	5' (ALL CONDITIONS)
MIN SIDE YARD SETBACK ¹ (PRINCIPAL USES)	0'	0' (IN BLDG) 5' (ALL OTHER CONDITIONS)
MIN SIDE YARD SETBACK ² (ACCESSORY USES)	0'	0'
MIN REAR YARD SETBACK (PRINCIPAL USES)	0'	0'
MIN REAR YARD SETBACK (ACCESSORY USES)	0'	0'
SETBACK FROM HWY-42 R.O.W.	PARKING 20' BUILDINGS 10'	N/A
SETBACK FROM COLLECTOR STREET R.O.W.	PARKING 10' BUILDINGS 10'	PARKING 10' BUILDINGS 10'
SETBACK FROM LOCAL STREET R.O.W.	N/A	PARKING 10' BUILDINGS 10'
SETBACK FROM PARKS & OPEN SPACE	PARKING 0' BUILDINGS 0'	PARKING 0' BUILDINGS 0'
MINIMUM BLDG SEPARATION	10'	10'
MAX. BLDG HEIGHT	36'-0"	30'
PRINCIPAL USES	20'-0"	20'
ACCESSORY USES ³	20'-0"	20'

* FEET (BMP) LOTS ARE CREATED WHEN THE BUILDING OR/ ATTACHED BUILDING CROSS LOT LINES. THERE IS NO SETBACK REQUIREMENT BETWEEN INTERNAL UNITS.
* ACCESSORY USES SHALL BE LOCATED IN THE REAR YARD OR IN A SIMILAR ARCHITECTURAL FEATURE MAY EXTEND 3 FEET INTO A REQUIRED SETBACK.
* FRONT PORCH MAY EXTEND 3' INTO FRONT SETBACK.
* RESIDENTIAL USES INCLUDE SINGLE FAMILY OR ATTACHED SINGLE FAMILY SUCH AS PARRIED HOMES, ROW HOMES, TOWNHOMES, OR CONDOS NOT TO EXCEED 31 UNITS PER BUILDING. MIXED USE RESIDENTIAL AND COMMERCIAL SHALL BE ALLOWED WITHIN THE SAME BUILDING.



OWNERSHIP CERTIFICATE

BY SIGNING THIS GDP, THE OWNER ACKNOWLEDGES AND ACCEPTS ALL THE REQUIREMENTS AND INTENT SET FORTH BY THIS GDP. WITNESS OUR HANDS AND SEALS THIS ____ DAY OF ____, 20__.

OWNER - RMCS, LLC A COLORADO LIMITED LIABILITY COMPANY

PLANNING COMMISSION CERTIFICATE

RECOMMENDED APPROVAL THIS ____ DAY OF ____, 20__ BY THE PLANNING COMMISSION OF THE CITY OF LOUISVILLE, COLORADO.

RESOLUTION NO. _____ SERIES _____

CITY COUNCIL CERTIFICATE

APPROVED THIS ____ DAY OF ____, 20__ BY THE CITY COUNCIL OF THE CITY OF LOUISVILLE, COLORADO.

RESOLUTION NO. _____ SERIES _____

MAYOR: _____ CITY CLERK: _____

CLERK AND RECORDER'S CERTIFICATE

STATE OF COLORADO)
COUNTY OF BOULDER) SS

I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED IN MY OFFICE AT ____

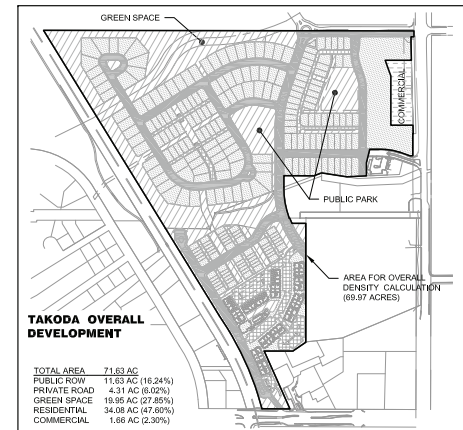
OCLOCK AT ____ M. ON THIS ____ DAY OF ____, 20__

AND IS RECORDED IN PLAN FILE _____, FEE _____

PAID: _____ FILM NO. _____

RECEPTION NO. _____

RECORDER: _____ DEPUTY: _____



TAKODA OVERALL DEVELOPMENT

TOTAL AREA	71.63 AC
PUBLIC ROW	11.63 AC (16.24%)
PRIVATE ROAD	4.31 AC (6.02%)
GREEN SPACE	15.96 AC (22.28%)
RESIDENTIAL	34.08 AC (47.60%)
COMMERCIAL	1.86 AC (2.60%)



TAKODA GENERAL DEVELOPMENT PLAN 7th AMENDMENT



NO.	DATE	DESCRIPTION
1	11/03/2021	3RD SUBMITTAL
2	05/11/2021	2ND SUBMITTAL
3	10/27/2021	ORIGINAL ISSUE

Project Number	030015
Owner	RMCS
Owner Rep	SCD
Checked By	SCD
Drawn By	SOS
Sheet Number	1 OF 1

SUBDIVISION AGREEMENT

(The Foundry Subdivision)

THIS SUBDIVISION AGREEMENT ("Agreement") is made and entered into this 22nd day of JUNE, 2017 ("Effective Date"), by and between the **CITY OF LOUISVILLE**, a Colorado home rule municipal corporation, in the County of Boulder, State of Colorado ("CITY"), and **RMCS, LLC**, a Colorado limited liability company, **LOUISVILLE PROPERTIES 1, INC.**, a Colorado corporation, and **STEEL STREET COMMERCIAL, INC.**, a Colorado corporation (collectively "Subdivider" or "RMCS").

WHEREAS, Subdivider shall record the Final Subdivision Plat ("Plat") for The Foundry ("Subdivision"), a copy of which is attached hereto as Exhibit A and incorporated herein by reference. Said Plat has been reviewed and approved with conditions by City Council of the City by City Council Resolution No. 3, Series 2016; and

WHEREAS, in conjunction with the approval of such Plat, the City Council of the City approved Ordinance No. 1712, Series 2016 and Ordinance 1713, Series 2016 which ordinances, respectively, approved with conditions the Takoda General Development Plan, 6th Amendment ("GDP") for The Foundry, and approved the vacation of various previously platted easements with the area subject to the Plat (said Resolution No. 3 and Ordinance Nos. 1712 and 1713 are hereafter referred to as the "Approval Documents"); and

WHEREAS, the subdivision regulations of the City require that Subdivider enter into a subdivision agreement with the City relative to improvements related to the Subdivision;

NOW, THEREFORE, in consideration of the foregoing, the parties hereto promise, covenant and agree as follows:

Item expected to be tabled.

1.0 GENERAL CONDITIONS

1.1 Subdivision Obligation; Scope of Agreement.

(a) Subdivider shall be liable for performance of the covenants set forth herein. This Agreement is intended to apply to The Foundry Subdivision as approved by City Council pursuant to the Approval Documents.

1.2 Engineering Services. Subdivider agrees to furnish, at its expense, all necessary engineering services relating to the design and construction of the Subdivision and the Schedule of Improvements described in Exhibit B ("Subdivider Improvements"), attached hereto and incorporated herein by this reference. Said engineering services shall be performed by or under the supervision of a Registered Professional Engineer or Registered Land Surveyor, or other professionals as appropriate, licensed by the State of Colorado, and in accordance with applicable Colorado law; and shall conform to the standards and criteria for public improvements as established and approved by the City as of the date of submittal to the City.

1.3 Construction Standards. Subdivider shall construct all Subdivider Improvements. All Subdivider Improvements shall be constructed in accordance with (i) the plans and specifications approved in writing by the City for the Subdivider Improvements ("Approved Plans"), (ii) the Plat, (iii) the GDP; (iv) the Final PUD Development Plan which was approved as part of the Approval Documents ("Plan"), and (v) the City's construction specifications applicable at the time of construction plan approval. City approval of construction plans for the Subdivider Improvements will be granted only after receipt of the required Improvement Guarantee, and such approval will continue in effect for three (3) years from the date of such approval. In the event that Subdivider desires to commence or perform any construction work based on the Approved Plans after such three (3) year period, Subdivider shall resubmit the subject construction plans to the City for reexamination for

Item expected to be tabled.

compliance with standards and criteria for public improvements in effect for the City as of the date of such reexamination, and the City may require that Subdivider modify the construction plans to comply with City standards and specifications that are in effect at the time of resubmittal.

1.4 Development Coordination. Unless specifically provided in this Agreement to the contrary, all submittals to the City or approvals required of the City in connection with this Agreement shall be submitted to or rendered by the City Manager, or his or her designee, who shall have general responsibility for coordinating development with Subdivider.

1.5 Construction Document Submission and Approval. Subdivider shall furnish to the City complete construction drawings for the Subdivider Improvements, and obtain approval of such drawings prior to commencing any construction work thereon; provided that Subdivider may apply for an early grading permit upon approval of a stormwater permit. Said approval or disapproval shall be based upon the standards and criteria for public improvements as established and approved by the City, and the City shall notify Subdivider of all deficiencies, which must be corrected prior to approval. All deficiencies shall be corrected and said drawings shall be resubmitted to and approved by the City prior to construction. City staff will review three submittals of construction drawings. Additional submission of construction drawings that involves further staff review shall be at the expense of the Subdivider.

1.6 Construction Acceptance and Warranty. No later than ten (10) days after the Subdivider Improvements are completed, Subdivider shall request inspection by the City, which request shall be in writing and delivered to the City Department of Public Works, 749 Main Street, Louisville, CO 80027 in the same manner as notices required under Section 9.6 below. If Subdivider does not request this inspection within ten (10) days of completion of such improvements, the City may conduct the inspection without the approval of Subdivider and provide written notice to Subdivider of reasonable repairs, replacements, construction or

Item expected to be tabled.

other work required. In addition to other information requested by the City, Subdivider shall provide "as-built" drawings, both hard copy and electronic file format acceptable to the City, and a certified statement of construction costs for such improvements no later than thirty (30) days after the Subdivider Improvements are completed. The certification shall be signed by an officer, member or agent on behalf of the Subdivider representing that amounts stated are the actual costs incurred. If Subdivider has not completed the Subdivider Improvements on or before the applicable completion date set forth in Exhibit B, then (30) days after Subdivider's receipt of written notice from the City, the City may exercise its rights to secure performance as provided in Section 9.1 of this Agreement. If the Subdivider Improvements are satisfactory, the City shall grant "Construction Acceptance", after which the Subdivider shall provide a warranty for the Subdivider Improvements and the same shall be subject to "Final Acceptance" as set forth in Sections 1.7 and 1.8 below and other applicable provisions herein. If the Subdivider Improvements are unsatisfactory, the City shall provide written notice to Subdivider of the reasonable repairs, replacements, construction or other work required to receive Construction Acceptance. Subdivider shall complete all needed repairs, replacements, construction or other work within thirty (30) days of said notice, weather permitting. After Subdivider completes the repairs, replacements, construction or other work required, Subdivider shall request of the City a reinspection of such work to determine if Construction Acceptance can be granted, and the City shall provide written notice to Subdivider of the acceptability or unacceptability of such work prior to proceeding to complete any such work at Subdivider's expense. If Subdivider does not complete the repairs, replacements, construction or other work required within thirty (30) days of said notice, then (30) days after Subdivider's receipt of written notice from the City, the City may exercise its rights to secure performance as provided in Section 9.1 of this Agreement. The City reserves the right to schedule re-inspections, depending upon scope of deficiencies. In addition to the provisions set forth in Section 1.11, no certificates of occupancy shall be issued for the Subdivision by the Building Division prior to the Construction Acceptance of the Subdivider Improvements.

Item expected to be tabled.

Prior to Construction Acceptance of the Subdivider Improvements, Subdivider may request reduction in the Improvement Guarantee for any portion of the Subdivider Improvements that (i) have been completed and (ii) constitute a distinct system (e.g. water or sewer lines) or otherwise are reasonably ready to be placed into service independently (e.g. roadways in a particular area), as determined by the City. Such requests shall be made by written notice from Subdivider to the City, accompanied by a certified statement of construction costs for such Subdivider Improvements. If such Subdivider Improvements are satisfactory, as determined by the City, then the City shall reduce the Improvement Guarantee by 85% of the estimated cost of such Subdivider Improvements that are determined satisfactory, such 85% amount to be determined by the City by reference to Exhibit B. Such reductions in the Improvement Guarantee shall not constitute Construction Acceptance. Correction of any unsatisfactory conditions shall be handled as provided above.

1.7 Maintenance, Repair, and Replacement of Improvements. For a two (2) year period from the date of Construction Acceptance of the Subdivider Improvements, Subdivider shall, at its own expense, take or cause its contractor(s) to take all actions reasonable and necessary to maintain said Subdivider Improvements and make all needed repairs or replacements which, in the reasonable opinion of the City, shall become necessary to obtain Final Acceptance of such Subdivider Improvements. If within thirty (30) days after Subdivider's receipt of written notice from the City requesting such maintenance, repairs or replacements, Subdivider has not completed such maintenance, repairs or replacements, then (30) days after Subdivider's receipt of written notice from the City, the City may exercise its rights to secure performance as provided in Section 9.1 of this Agreement. The City shall have no maintenance obligations with respect to the Subdivider Improvements.

1.8 Final Acceptance. At least sixty (60) days before two (2) years have elapsed from the issuance of Construction Acceptance, or as soon thereafter as weather permits, Subdivider shall request by written notice to the City a Final Acceptance inspection. The City shall inspect the Subdivider Improvements and shall notify Subdivider in writing of all

Item expected to be tabled.

deficiencies and necessary repairs. After Subdivider has corrected all reasonable deficiencies and made all reasonably necessary repairs identified in said written notice, the City shall issue to Subdivider a letter of Final Acceptance. If Subdivider does not correct all deficiencies and make repairs identified in said inspection to the City's satisfaction within thirty (30) days after receipt of said notice, weather permitting, then (30) days after Subdivider's receipt of written notice from the City, City may exercise its rights to secure performance as is provided in Section 9.1 of this Agreement. If any mechanic's liens have been filed with respect to the Subdivider Improvements, the City may retain all or a portion of the Improvement Guarantee up to the amount of such liens. If Subdivider fails to have Subdivider Improvements finally accepted within two (2) years of the date of the issuance of Construction Acceptance, or if the Subdivider Improvements are found not to conform to this Agreement, then Subdivider shall be in default of this Agreement and the City may exercise its rights under Section 9.1 of this Agreement within (30) days after Subdivider's receipt of written notice from the City. Notwithstanding the two (2) year period set forth in paragraph 1.7, Subdivider shall remain responsible for the maintenance and repair of Subdivider Improvements until the Final Acceptance thereof as provided in this paragraph.

1.9 Reimbursement to City. The City may complete construction, repairs, replacements, or other work associated with Subdivider Improvements for Subdivider pursuant to Sections 1.6, 1.7, 1.8, or 9.1 of this Agreement after Subdivider's receipt of written notice from the City as required herein. Subdivider shall reimburse the City within thirty (30) days after receipt of written demand and supporting documentation from the City for any funds so utilized by the City in connection with the Subdivider Improvements. If Subdivider fails to so reimburse the City, then (30) days after Subdivider's receipt of written notice from the City, Subdivider shall be in default of the Agreement and the City may exercise its rights under Section 9.1 of this Agreement.

Item expected to be tabled.

1.10 Testing and Inspection.

(a) Subdivider shall employ, at its own expense, a licensed and registered testing company, previously approved by the City in writing, to perform all testing of materials or construction that may be reasonably required by the City, including but not limited to compaction testing for embankment fills, structural backfills, pipe bedding, trench backfills, subgrades, road base course and asphalt, and concrete strength testing, and shall furnish copies of test results, together with maps clearly indicating the horizontal and vertical test locations, to the City on a timely basis for City review and approval fifteen (15) days prior to commencement or continuation, as applicable, of that particular phase of construction. All utility trench compaction test, concrete compressive strength test and subgrade density test results shall be submitted to and approved by the Public Works Department prior to street paving. In addition, at all times during said construction the City shall have access to inspect the materials and workmanship of said construction, determine the progress of the work, and determine compliance of the work with the approved plans and City's construction regulations, and all materials and work not conforming to the approved plans and specifications shall be repaired or removed and replaced at Subdivider's expense so as to conform to the approved plans and specifications. A representative of the Public Works Department, Engineering Division shall be present to inspect any pressure leakage testing of potable water lines conducted by Subdivider, and Subdivider shall employ at Subdivider's expense and the City's request, a testing laboratory acceptable to the City to conduct bacteriological tests of the potable water lines after Subdivider has disinfected said lines according to the City's construction regulations. The Subdivider shall be responsible for, and shall promptly pay upon receipt of invoice therefor, all actual costs incurred by the City for necessary independent contractor inspection services for acceptance and warranty inspections, beyond the customary construction inspections, which are undertaken to resolve disputes regarding completeness or acceptability of public facilities, including streets, sidewalks, storm water infrastructure, water/sewer facilities, irrigation and landscaping

Item expected to be tabled.

improvements constructed within the Subdivision. Such obligation shall be limited to inspections conducted prior to Final Acceptance.

(b) All work shown on the approved public improvement plans requires inspection by the Public Works Department, Engineering Division. Inspection services are provided Monday through Friday, except legal holidays, from 8:00 a.m. to 4:00 p.m., November 1 through March 31, and from 7:00 a.m. to 5:00 p.m., April 1 through October 31. During the hours listed above, inspections shall be scheduled a minimum of 24 hours in advance with the Engineering Division. Requests for inspection services beyond the hours listed above, shall be submitted a minimum of 48 hours in advance to the Director of Public Works for approval. All requests for after-hours inspection services shall be made on a form provided by the Engineering Division. If the request is approved, Subdivider shall reimburse the City for all direct costs of the after hour's inspection services performed by the Engineering Division (which shall be in addition to any costs required to be paid under 1.10(a), above). If the request is denied, the work shall not proceed after the hours listed above.

1.11 Improvement Guarantees.

(a) Except as may otherwise be expressly provided in this Agreement, Subdivider shall install and pay for all Subdivider Improvements described in Exhibit B or otherwise required by the Subdivision as shown on the approved Plat, Plan, utility plans, and other approved documents on file with the City.

(b) Subdivider shall submit to the City an Improvement Guarantee for all Subdivider Improvements, as set forth in Exhibit B. The City acknowledges that RMCS, LLC intends to convey (i) the residential portion of the Subdivision to Louisville Properties 1 Inc., for development, and (ii) the commercial portion of the Subdivision to Steel Street Commercial, Inc. for development, as depicted on Exhibit A-1, and as a result, and subject to

Item expected to be tabled.

compliance with Section 9.4, Louisville Properties I Inc. and/or Steel Street Commercial, Inc. may be submitting the Improvement Guarantee to the City for the Subdivider Improvements, and in such case the Improvement Guarantee shall be a single guarantee whether submitted by either or both such entities. Multiple Improvement Guarantees may otherwise be permitted only if authorized by a separate, written amendment to this Agreement that provides for a specific phasing plan for multiple phases and guarantees, which amendment shall be in form and substance acceptable to the City. Said Improvement Guarantee may be in cash or a letter of credit in form and substance as shown on Exhibit C attached hereto and incorporated herein by reference. Said Improvement Guarantee, if a letter of credit, shall not expire during the winter season (November 1 - March 1). Said Improvement Guarantee for public improvements shall include, but not by way of limitation, street construction, landscaping and seeding, fencing, street lights, street signs, pavement markings, water, sewer, storm sewer, and irrigation and drainage improvements. The total amount of the Improvement Guarantee for the Subdivision shall be calculated as a percentage of the total estimated cost including labor and materials of all Subdivider Improvements to be constructed in the Subdivision, which costs are set forth on Exhibit B. The total minimum amounts are as follows:

- 1) Prior to City approval of Subdivider Improvements construction plans, the Improvement Guarantee shall be the greater of 25% of the estimated construction costs of the Subdivider Improvements, or \$25,000.00;
- 2) Prior to issuance of building permits, the Improvement Guarantee shall be 115% of estimated construction costs of the Subdivider Improvements, as determined by the City;
- 3) Upon Construction Acceptance prior to Final Acceptance, the Improvement Guarantee shall be reduced to 15% of actual construction costs

Item expected to be tabled.

of the Subdivider Improvements. Where there has been a satisfactory completion of partial improvements pursuant to Section 1.6, the Improvement Guarantee shall be reduced by the amount equal to 85% of the estimated cost of such improvements, such 85% amount to be determined by the City by reference to Exhibit B. Such reductions in the Improvement Guarantee shall not constitute Construction Acceptance.

4) After Final Acceptance 0%.

(c) In addition to any other remedies it may have, the City may, at any time prior to Final Acceptance and upon thirty (30) days prior written notice to Subdivider (pursuant to Section 9.1), draw on any Improvement Guarantee issued pursuant to this Agreement if Subdivider fails to extend or replace any such Improvement Guarantee at least forty-five (45) days prior to expiration of such Improvement Guarantee. Except to the extent the City draws on the Improvement Guarantee to correct deficiencies and complete Subdivider Improvements as provided herein, any portion of said Guarantee not utilized in correcting the deficiencies and/or completing the same shall be released or returned to Subdivider within thirty (30) days after said Final Acceptance. In the event that the Improvement Guarantee expires or the entity issuing the Improvement Guarantee becomes nonqualifying, or the cost of Subdivider Improvements and construction thereof is reasonably determined by the City to be substantially greater than the amount of the Improvement Guarantee provided, then the City shall furnish written notice to Subdivider of the condition, and within thirty (30) days of receipt of such notice Subdivider shall provide the City with a substituted qualifying Improvement Guarantee, or augment the deficient security as necessary to bring the security into compliance with the requirements of this Section 1.11. If such an Improvement Guarantee is not submitted or maintained for the Subdivision as required herein, then Subdivider is in default of this Agreement and is subject to the provisions of Section 9.1 of this Agreement.

Item expected to be tabled.

1.12. Indemnification and Release of Liability. Subdivider agrees to indemnify and hold harmless the City, its officers, employees, agents, or servants, and to pay any and all judgments rendered against the City, its officers, employees, agents or servants on account of any suit, action, or claim caused by, arising from, or on account of acts or omissions by Subdivider, its officers, employees, agents, consultants, contractors, and subcontractors, and to pay to the City, its officers, employees, agents and servants their reasonable expenses, including, but not limited to, reasonable attorney's fees and reasonable expert witness fees, incurred in defending any such suit, action or claim; provided, however, that Subdivider's obligation herein shall not apply to the extent said suit, action or claim results from any acts or omissions of officers, employees, agents or servants of the City or conformance with requirements imposed by the City. Said obligation of Subdivider, with respect to the construction of public improvements shall be limited to suits, actions or claims based upon conduct prior to Final Acceptance by the City of the construction work. Subdivider acknowledges that the City's review and approval of plans for development of the property is done in furtherance of the general public's health, safety and welfare and that no immunity is waived and no specific relationship with, or duty of care to, Subdivider or third parties is assumed by such review approval.

1.13 Insurance; OSHA. Subdivider shall, through contract requirements and other normal means, guarantee and furnish to the City proof thereof that all employees and contractors engaged in the construction of improvements are covered by adequate Workers Compensation Insurance and Public Liability Insurance, and shall require the faithful compliance with all provisions of the Federal Occupational Safety and Health Act (OSHA).

1.14. Phasing. Subdivider shall complete all Subdivider Improvements required hereunder for The Foundry in one phase. Subdivider shall complete all Subdivider Improvements and request Construction Acceptance thereof on or before June 30, 2018.

2.0 CONSTRUCTION OF IMPROVEMENTS

2.1 Rights-of-way, Easements and Permits. Before City may approve construction plans for any improvements required by this Agreement (other than the early grading permit for the Subdivision stormwater facilities as provided in Section 1.5 above), Subdivider shall acquire at its own expense and convey or dedicate to the City, as the City shall determine, all Outlots (as defined on the Plat) and such other land, rights-of-way and easements required by the City for the construction of the proposed improvements related to the Subdivision. The City shall further have the right to require any such interests before the City may grant Construction Acceptance. The Subdivider shall be responsible at its expenses for obtaining any other easements or permissions as part of the Subdivision development. All such conveyances shall be free and clear of liens, taxes and encumbrances except those acceptable to the City, and shall be by Special Warranty Deed or other instrument of conveyance or dedication in form and substance acceptable to the City Manager or the Manager's designee. All title documents shall be recorded at Subdivider's expense. Subdivider shall also furnish, at its own expense, an ALTA title insurance policy insuring good and marketable title to all real property interest(s) so conveyed, in a form reasonably acceptable to the City Manager or the Manager's designee.

2.2 Construction. The City hereby grants to Subdivider a revocable temporary construction license for the construction and installation by Subdivider of the Subdivider Improvements required hereunder within the publicly dedicated rights-of-way. Subdivider shall furnish and install the Subdivider Improvements in conformance with this Agreement, the Plat, Plan, and the Approved Plans. If Subdivider does not meet the above obligations, then Subdivider shall be in default of the Agreement and the City may exercise its rights under Section 9.1 of this Agreement, (30) days after Subdivider's receipt of written notice from the City. Subdivider shall provide the Public Works Department, Engineering Division with certified Record Plan Transparencies on Black Image Diazo Reverse Mylars upon completion of the Subdivider Improvements, electronic files of such plans, and other

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documents as required by the City. These documents shall show "as-built" locations of Subdivider Improvements. Such documents shall be provided to the City prior to the granting of Construction Acceptance.

2.3 Utility Coordination and Installation. In addition to the improvements described on Exhibit B, Subdivider shall also be responsible for coordination of and payment for installation of onsite and offsite electric, street lights, natural gas, telephone, cable and other utilities for the Subdivision. All utilities shall be placed underground to the extent required by City Code. All utility plans shall be approved by the City prior to construction, excluding construction specific to or associated with the early grading permit.

2.4 Surveying Monumentation. Property corners of all dedicated Outlots, and of all private Tracts and private property, shall be monumented to Colorado professional land survey standards.

3.0 STREET IMPROVEMENTS

3.1 Definitions. For the purposes of this Agreement, "street improvements" shall be defined to include, where applicable, but not limited to, all improvements within the right-of-way such as bridges, sub-base preparation, road base, asphalt, concrete, seal coat, curb and gutter, medians, entryways, underground utilities, sidewalks, bicycle paths, traffic signs, street lighting, street name signs, landscaping, irrigation, and drainage improvements. Street improvements other than curbs, gutters, walks and signs, shall not be installed until all utility lines to be placed within the right-of-way have been completely installed, including individual lot service lines leading in from the main to the property line.

3.2 All street improvements (if any) shall be constructed and installed in conformance with this Agreement, the Plat, Plan, Approval Documents and Schedule of Subdivider Improvements set forth in Exhibit B. Without limiting the foregoing, Subdivider shall provide a cash in lieu payment for the construction of the 8-foot path adjacent to the

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Summit View Subdivision in the amount of \$7,582.00 as provided for in Section 8.1 of the Subdivision Agreement for Summit View Subdivision dated March 5, 2001 and recorded in the real property records of Boulder County, Colorado as Reception No. 2316468, which amount shall be paid to the City at or prior to recording of the Subdivision plat. For any street improvements, asphalt paving of the bottom layer shall occur between March 1 and November 1 and asphalt paving of the top layer shall occur between May 1 and October 1 unless otherwise approved by the City.

3.3 Street Signs, Traffic Signs and Striping. City will install, at Subdivider's expense, street name signs on local, collector and arterial streets, and stop signs, speed limit and other signs on local streets. Subdivider shall install, at its expense, signs and striping on collector and arterial streets in a manner reasonably approved by the City and in accordance with the Model Traffic Code, as from time to time amended, and other applicable legal requirements.

3.4 Kaylix Avenue and Summit View Drive Improvements. Subdivider at its expense and as part of the Subdivider Improvements shall complete a partial reconstruction and asphalt mill and overlay of those roadway segments of Kaylix Avenue and Summit View Drive as directed by the City and shown on the City-approved construction. The Subdivider shall complete reconstruction and mill and overlay no later than 60 days after the date of City written direction to complete such work. Further, the asphalt mill and overlay shall occur no earlier than one year after Construction Acceptance, prior to Final Acceptance and between May 1 and October 1, unless otherwise approved by the City. The Subdivider shall maintain an improvement guarantee for 115% of the estimated costs of work required by this Section 3.4 until the time such work is completed. The improvement guarantee shall further comply with the requirements of this Agreement.

3.5 Eastern Boundary Improvements. The Subdivider shall construct at its expense as part of the Subdivider Improvements an eight (8') foot wide American with Disabilities Act (ADA) compatible hard surface trail along the full eastern boundary of the Subdivision

property , including landscaping and irrigation improvements between Paschal Drive and Summit View Drive.

4.0 LANDSCAPING

4.1 Landscape Improvements.

For public lands and rights-of-way, Subdivider shall furnish to the City complete final landscape and irrigation plans and obtain approval by the City Manager or the Manager's designee prior to commencement of construction of any public improvements. Subdivider shall construct landscape and irrigation improvements as required in the City approved landscape and irrigation plans. For private landscape improvements, on lands other than single-family residential lots, Subdivider shall furnish a final landscape plan to the City Manager or Manager's designee in accordance with the Plan and obtain approval of such plan prior to installation of landscape and hardscape improvements. The City shall issue its written approval or disapproval of any proposed modification as expeditiously as reasonably possible. All landscape plans shall include construction plan details for irrigation system improvements. Subdivider shall be responsible at its expense for all maintenance and upkeep of all landscape improvements, including without limitation maintenance, repairs and replacements per Section 1.7 of this Agreement, and the City shall have no maintenance obligations at any time for any of the landscape improvements for the Subdivision. Subdivider may transfer and assign any or all such maintenance responsibilities to an association of property owners duly formed in accordance with the Colorado Common Interest Ownership Act (the "Owners' Association"), provided the City is given prior written notice of such assignment, which notice shall include a written assumption of such obligations executed by the Owners' Association. Subdivider shall obtain and pay all tap fees and other fees for any irrigation taps required for the development of the Subdivision.

Item expected to be tabled.

4.2 Maintenance Obligations for Rights-of-Way.

(a) Except as provided in Section 6.2(b), all stormwater facilities for the Subdivision shall be constructed by Subdivider according to plans and specifications approved by the City prior to the commencement of construction. Onsite stormwater facilities and offsite connections to public storm facilities shall be owned, operated and maintained by the Subdivider.

(b) The City shall have the right but not the obligation, in its sole discretion, to maintain the improvements and facilities required to be maintained by Subdivider pursuant to subsections (a), above. If Subdivider fails to adequately maintain the improvements or facilities and, within fourteen (14) business days after the date of written notice from City, fails to correct the maintenance problem, or fails to begin to clean, cure or correct such problem within fourteen (14) business days if such problem cannot be reasonably cleaned, cured or corrected within fourteen (14) business days, and fails to diligently prosecute such cleaning, cure or correction to completion, then City may do so at Subdivider's expense, and the City, its employees, agents and contactors shall have the right to enter, over, through and across the properties upon which such facilities are located for purposes of exercising the City's rights hereunder. Notwithstanding the foregoing, the City may, in the event of an emergency, as determined by the City in its sole discretion, clean, cure or correct any damage or condition caused by Subdivider's failure to adequately maintain the improvements or facilities. Subdivider shall reimburse the City for the cost of such maintenance. If Subdivider fails to reimburse the City for the cost of such maintenance, within thirty (30) days after receipt of an invoice from the City describing the corrective or maintenance action taken, the unpaid amount shall constitute a lien upon the property where the work occurred until paid in full, with priority over all other liens, except general tax liens, and which lien shall be certified to the County treasurer and collected in the same manner as other taxes are collected. Subdivider further agrees that the City may also pursue any and all other remedies available at law or in equity.

(c) Subdivider may assign its ownership, operation and maintenance obligations under this Section 4.2 (including those after Construction Acceptance) to the Owners' Association provided City is given prior written notice of such assignment, which notice shall include a written assumption of such obligations executed by the Owners' Association and to be bound by the applicable terms and conditions of this Agreement (specifically including but not limited to the provisions of this Section 4.2), the Plat, the Plan and other applicable documents regarding maintenance of stormwater improvements.

4.3 Surface Repairs within Exclusive City of Louisville Easements. The obligation of the City to repair or replace landscaping, irrigation, pavement, sidewalk, curb/gutter, and private subdivision signage improvements within the City's exclusive easements that are damaged by the City in connection with its operation or maintenance of the water main, sewer main or City-owned portion of water service shall be limited to the repair or replacement of the damaged portion of said improvements to an equal or better condition than the condition existing immediately prior to the damage by the City, except that damaged landscaping may be replaced with materials of like size, type and maturity as when originally installed and except that any damaged asphalt, concrete and monumentation within the Exclusive Utility Easement within Tracts A, C, D and E shall be repaired by the Subdivider at its expense and the City shall have no responsibility for repair or replacement of any damaged landscape, irrigation, concrete flatwork, planters, structures, and other surface improvements within such Easement.

4.4 Median and Highway 42 Improvements. The Subdivider shall maintain the landscape median located within Summit View Drive, as shown on the approved Plan, and all landscape improvements along Highway 42 adjacent the Subdivision. Subdivider may transfer and assign such maintenance responsibilities to an (the "Owners' Association"), provided the City is given prior written notice of such assignment, which notice shall include a written assumption of such obligations executed by the Owners' Association.

5.0 WATER MAINS

5.1 Specifications. All water mains, lines, facilities and appurtenances thereto shall be constructed and installed by Subdivider pursuant to City approved plans, specifications, and the Schedule of Improvements attached as Exhibit B, including both onsite and offsite improvements.

6.0 SEWER LINES; DRAINAGE IMPROVEMENTS

6.1 Sewer Specifications. All sanitary and storm sewer mains, lines, and appurtenances thereto shall be constructed and installed by Subdivider pursuant to City approved plans, specifications, and the Schedule of Improvements attached as Exhibit B, including both onsite and offsite improvements.

6.2 Drainage Improvements.

(a) Drainage improvements for the Subdivision shall be constructed by Subdivider in accordance with plans and specifications approved by the City. No building permits shall be issued until the City approves drainage improvement plans in writing. The City shall issue its written approval or disapproval of such plans as expeditiously as reasonably possible. Subdivider shall provide temporary erosion control during overlot grading until drainage improvements are installed.

(b) Any changes from the approved drainage plans with respect to grade elevation or storm drainage facility configuration that occur as a result of construction of buildings and/or other development of lots, whether by Subdivider or other parties, shall require the approval of the City. The City may withhold the issuance of building permits and certificates of occupancy until the City has approved such changes as being accepted for the safe and efficient delivery of storm drainage water. Subdivider shall not have responsibility

for changes made to any single-family residential lot by the individual homeowner after the conveyance of such lot to such owners.

7.0 OTHER IMPROVEMENTS

7.1 Street Lights. The total cost of street light installation shall be Subdivider's obligation. Subdivider shall cause, at its own expense, Public Service Company of Colorado to install all required street lighting pursuant to City plans and specifications. Said street lights shall be installed concurrently with the streets on which they are located. Street lights on Kaylix Avenue shall be installed prior to issuance of Construction Acceptance.

7.2 Trash, Debris, Mud; Security. Subdivider agrees that during construction of the Subdivision and improvements described herein, Subdivider shall take any and all steps necessary to control trash, debris and wind or water erosion in the Subdivision in compliance with all applicable laws, regulations and codes for the Subdivision. If the City determines that said trash, debris or wind or water erosion causes damage or injury or creates a nuisance, Subdivider agrees to abate said nuisance and/or to correct any damage or injury within five (5) working days after notification by City. If Subdivider does not abate said nuisance or if an emergency situation exists, to be determined by the City in its sole discretion, the City may abate the nuisance and/or correct any damage or injury without notice to Subdivider at Subdivider's expense. Subdivider also agrees to take any and all steps necessary to prevent the transfer of mud or debris from the construction site onto public rights of way and to immediately remove such mud and debris from public rights of way after notification by the City. If Subdivider does not abate, or if an emergency exists, City may abate at Subdivider's expense. Subdivider at its expense and as directed by the City shall take appropriate measures to secure public-dedicated areas against public entry until such time as the City determines such areas are to be opened to public use.

7.3 Operation of Construction Equipment.

(a) Pursuant to Section 9.34.040 of the Louisville Municipal Code the operation of construction equipment outside an enclosed structure shall be prohibited between the hours of 8:00 p.m. and, on weekdays, the hour of 7:00 a.m. or, on legal holidays and weekends, the hour of 8:00 a.m. The Planning Director may, upon written application from Subdivider, alter the hours of operation for good cause.

(b) The operation of construction equipment for the purpose of grading or constructing either surface improvements or underground utilities, either public or private, shall be prohibited between the hours of 8:00 p.m. and 7:00 a.m. on weekdays and 4:00 p.m. and 8:00 a.m. on legal holidays and weekends. Upon written request from Subdivider, the hours of operations may be altered by the Director of Public Works.

8.0 SPECIAL PROVISIONS

8.1 Subdivider shall be responsible at its expense to abandon (a) two (2) existing water and sewer stubs on Summit View Drive; (b) City water service connection along State Highway 42, and (c) other utility stubs as may be required. Abandonment of the utility stubs/connections shall be in accordance with the City Design and Construction Standards and shall be completed by Subdivider prior to issuance of Construction Acceptance.

8.2 Public Land Dedication Fee In Lieu. To satisfy the public land dedication requirement of LMC Section 16.16.060 for the Subdivision, as approved pursuant to the Approval Documents, Subdivider pay to the City a fee in lieu of land dedication in the amount of \$17,613.40 prior to the recording of this Agreement.

8.3 Age-Restricted Units; Covenant Agreement. The Plat and Plan as proposed by Subdivider and approved by the Approval Documents provide that the Subdivision

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development will include 24 condominium units that shall be age-restricted for occupancy by persons fifty-five years of age or older (the "Age Restricted Units"), and Subdivider, for itself, its successor and assigns, hereby agrees that the Subdivision as developed shall include the 24 Age Restricted Units. Subdivider, for itself, its successor and assigns, further agrees that such restriction shall be placed on the deed of each Age Restricted Unit, and further agrees that, prior to issuance of the first building permit for the Subdivision, the Subdivider enter into a covenant agreement with and enforceable by the City regarding such restriction, which agreement shall be in form and substance reasonably acceptable to the City and Subdivider. The covenant agreement shall be recorded against the Subdivision property prior to the issuance of the first building permit for the Subdivision. The covenant agreement shall then be amended, or released and re-recorded against the individual Age Restricted Units at the time of and as a condition to the issuance of building permits for the individual Age Restricted Units so as to grant the City enforceable rights to ensure that each individually, legally described Age Restricted Units is occupied by persons fifty-five years of age or older otherwise in compliance with the applicable exemption for housing for older persons under the Fair Housing Act and as set forth in C.R.S. 24-34-502 and regulations promulgated thereunder. The City's rights under the covenant agreement(s) shall be superior to any monetary liens and encumbrances, and the Subdivider shall provide such lender or other consents and subordinations as are reasonably required by the City to ensure the City's enforcement rights are free and clear of such liens and encumbrances.

9.0 MISCELLANEOUS TERMS

9.1 Breach of Agreement. In the event that Subdivider should fail to timely comply with any of the terms, conditions, covenants and undertakings of the Agreement, and if such noncompliance is not cured and brought into compliance within thirty (30) days of written notice of breach of Subdivider by the City, unless the City in writing and in its sole discretion designates a longer cure period, then the City may draw upon the Improvement Guarantee

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and complete the necessary improvements at Subdivider's expense. Subdivider's expense shall be limited to the costs incurred by the City, as defined herein. Notice by the City to Subdivider will specify the conditions of default. In the event that no Improvement Guarantee has been posted or the Improvement Guarantee has been exhausted or is insufficient for which the default has occurred, then the City has the right to begin work on the improvements at the expense of Subdivider. If the City determines in its sole discretion that an emergency exists, such that the improvements must be completed in less than seven (7) days, the City may immediately draw upon the Improvement Guarantee, if available, and may complete the improvements at Subdivider's expense even if the Improvement Guarantee is not available; in such event, the City shall use its best efforts to notify Subdivider at the earliest practical date and time. The City may also, during any notice and/or cure period and until completion of the improvements or other performance required under this Agreement and stated in the default notice, withhold, any additional building permits, certificates of occupancy, or provision of new utilities fixtures or services. Nothing herein shall be construed to limit the City from pursuing any other remedy at law or in equity which may be appropriate under City, state or federal law. Failure to timely complete construction of improvements for which is solely due to inclement weather shall not be considered a breach of the Agreement. Any costs incurred by the City, including, but not limited to, administrative costs and reasonable attorney's fees, in pursuit of any remedies due to the breach by Subdivider shall be the responsibility of Subdivider. The City may deduct these costs from the Improvement Guarantee.

9.2 Recording of Agreement. The City shall record this Agreement at Subdivider's expense immediately upon execution hereof in the office of the Clerk and Recorder, County of Boulder, State of Colorado, and the City shall retain the recorded Agreement.

9.3 Binding Effect of Agreement. This Agreement shall run with the land included within the Subdivision and shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

9.4 Assignment, Delegation and Notice. This Agreement, or any part of this Agreement, may not be assigned by the Subdivider to any other party without the prior written approval of the City, which approval shall not be unreasonably withheld, conditioned or delayed. Subdivider shall provide to the City for approval written notice of any proposed assignment of any obligations under this Agreement to any successor, as well as arrangements, if any, for delegation of the improvement obligations hereunder. Subdivider and any successor shall, until written City approval of the proposed assignment and delegation of obligations, be jointly and severally liable for the obligations of Subdivider under this Agreement. The City may require as part of any such approval that the successor execute its consent to such assignment to be bound by specified terms and conditions hereof and/or of applicable provisions of the Plat, the Plan and other applicable documents.

9.5 Modification and Waiver. No modification of the terms of this Agreement shall be valid unless in writing and executed with the same formality as this Agreement, and no waiver of the breach of the provisions of any section of this Agreement shall be construed as a waiver of any subsequent breach of the same section or any other sections which are contained herein.

9.6 Addresses for Notice. Any notice or communication required or permitted hereunder shall be given in writing and shall be personally delivered, or sent by United States mail, postage prepaid, registered or certified mail, return receipt requested, addressed as follows:

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

with a copy to:
Light Kelly, P.C.
City Attorney
749 Main Street
Louisville, CO 80027

SUBDIVIDER:
RMCS, LLC:
1002 Griffith Street
Louisville, CO 80027

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or to such other address or the attention of such other person(s) as hereafter designated in writing by the applicable parties in conformance with this procedure. Notices shall be effective upon mailing or personal delivery in compliance with this paragraph.

9.7 Force Majeure. Whenever Subdivider is required to complete construction, maintenance, repair, or replacement of improvements by an agreed upon deadline, the City may, in its sole discretion, grant a reasonable extension of time if the performance cannot as a practical matter, be completed in a timely manner due to Acts of God or other circumstances constituting force majeure or beyond the reasonable control of Subdivider.

9.8 Approvals. Whenever approval or acceptance of a matter is required or requested of the City pursuant to any provisions of this Agreement, the City shall act reasonably in responding to such matter, and approvals shall not be unreasonably withheld, conditioned or delayed.

9.9. Previous Agreements. All previous written and recorded agreements between the parties, their successors, and assigns, shall remain in full force and effect and shall control this Subdivision. If any prior agreements directly conflict with this Agreement, then this Agreement controls.

9.10 Title and Authority. Subdivider warrants to the City that it is the record owner for the property within the Subdivision or is acting in accordance with the currently valid and unrevoked power of attorney of the record owner hereto attached. The undersigned further warrant to have full power and authority to enter into this Agreement.

9.11 Severability. This Agreement is to be governed and construed according to the laws of the State of Colorado. In the event that upon request of Subdivider or any agent thereof, any provision of the Agreement is held to be violative of the City, state, or federal

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laws and hereby rendered unenforceable, the City, in its sole discretion, may determine whether the remaining provisions will or will not remain in force.

9.12 Agreement Status after Final Acceptance. Upon Final Acceptance by City of all improvements and compliance by Subdivider with all terms and conditions of this Agreement, and upon the City's fulfillment of all its obligations in this Agreement, and provided that no litigation or claim is pending relating to this Agreement, then the provisions of this Agreement concerning the completion of public improvements shall no longer be in effect.

Exhibit A
Final Subdivision Plat

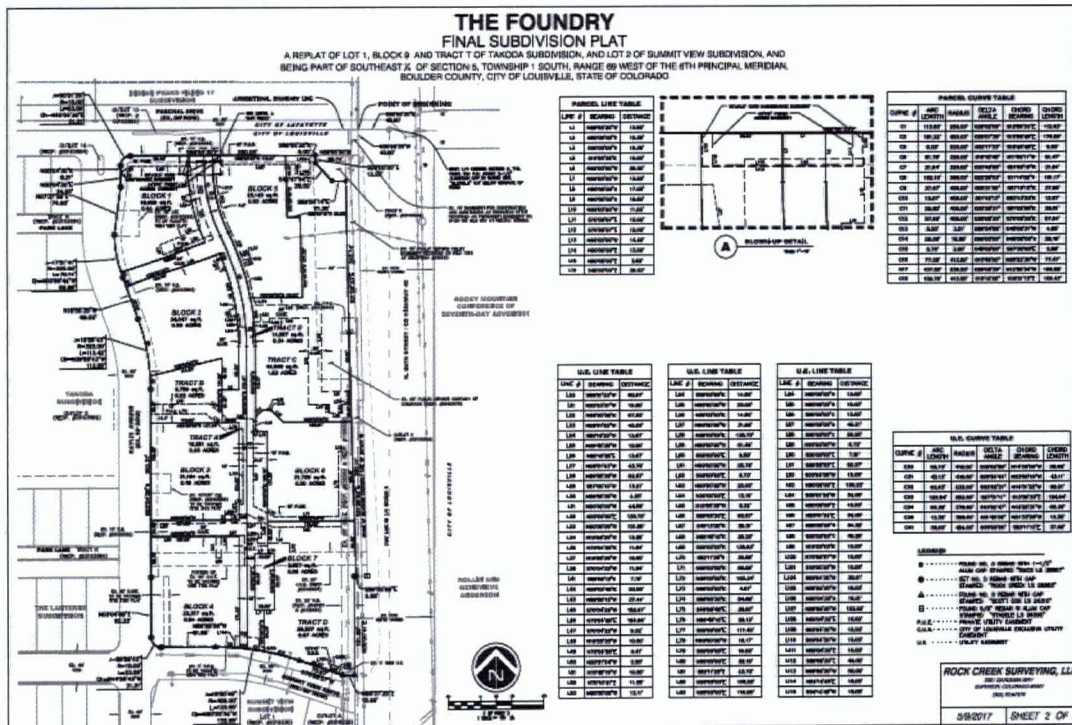
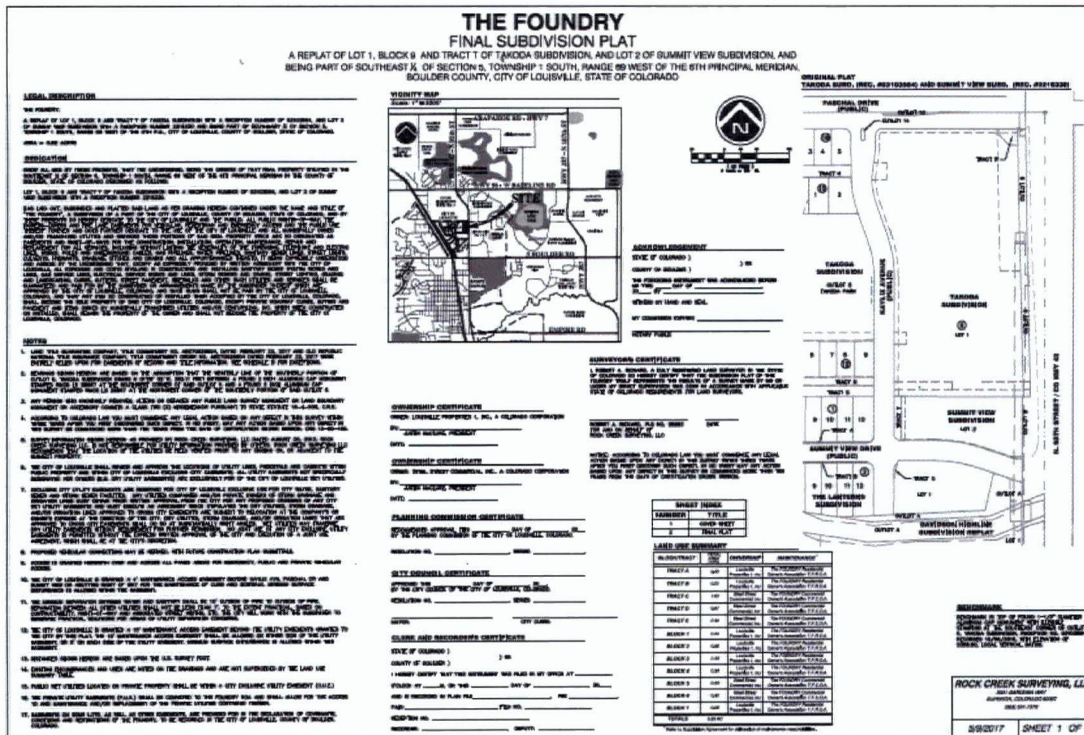
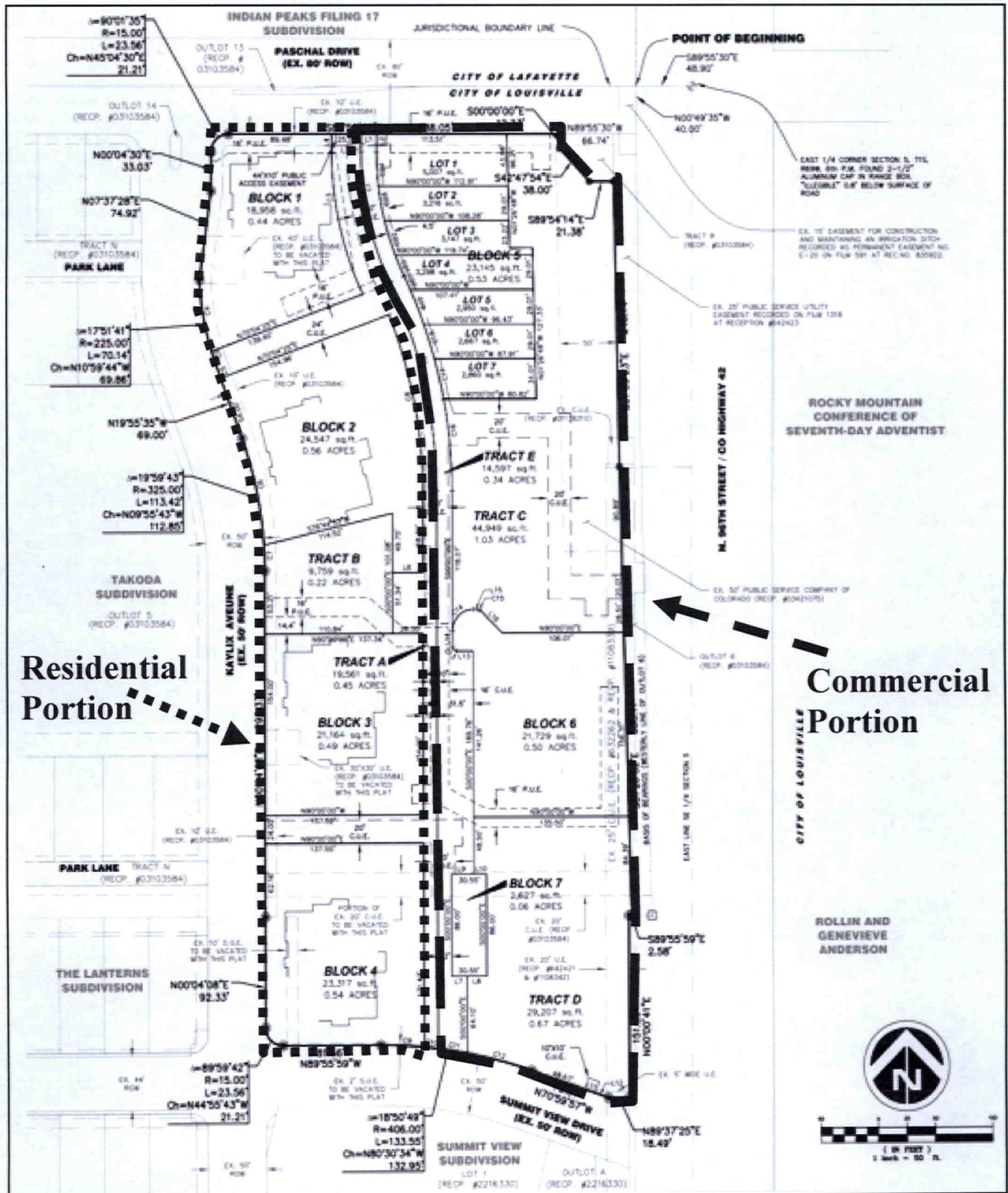


Exhibit A-1
Residential and Commercial Development Depiction



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Exhibit B Cost Estimates for Public Improvements

Summary Table	Total
REMOVALS	\$ 15,121.00
WET UTILITIES	\$ 145,517.60
SITE CONCRETE	\$ 56,546.50
ASPHALT PAVING	\$ 63,270.00
Total Cost Estimate for Public Improvements:	\$ 280,455.10

Exhibit Detail

REMOVALS	Quantity	Units	Unit Price	Total
REMOVE CURB AND GUTTER	414.00	LF	\$ 12.00	\$ 4,968.00
REMOVE CONCRETE FLATWORK	1,608.00	SF	\$ 2.50	\$ 4,020.00
REMOVE CONCRETE CROSSWALK	214.00	SF	\$ 2.50	\$ 535.00
REMOVE ASPHALT	622.00	SY	\$ 9.00	\$ 5,598.00
			TOTAL REMOVALS	\$ 15,121.00

SANITARY SEWER	Quantity	Units	Unit Price	Total
4' DIA MANHOLES	6.00	EA	\$ 3,000.00	\$ 18,000.00
6" PVC SEWER MAIN	138.00	LF	\$ 45.00	\$ 6,210.00
8" PVC SEWER MAIN	414.00	LF	\$ 50.00	\$ 20,700.00
SEWER TIE-IN	1.00	EA	\$ 1,300.00	\$ 1,300.00
TESTING, JET AND CAMERA SEWER LINES	552.00	LF	\$ 2.20	\$ 1,214.40
			TOTAL SANITARY SEWER:	\$ 47,424.40

WATER	Quantity	Units	Unit Price	Total
3/4" WATER SERVICE	13.00	LF	\$ 26.00	\$ 338.00
3/4" CURB STOP & METER PIT	1.00	EA	\$ 1,500.00	\$ 1,500.00
1" WATER SERVICE	168.00	LF	\$ 35.00	\$ 5,880.00
1" CURB STOP & METER PIT	4.00	EA	\$ 2,500.00	\$ 10,000.00
2" WATER SERVICE	57.00	LF	\$ 52.00	\$ 2,964.00
2" CURB STOP & METER PIT	1.00	EA	\$ 3,000.00	\$ 3,000.00
8" C900 PVC WATER MAIN	1,112.00	LF	\$ 42.80	\$ 47,593.60
12" C900 PVC WATER MAIN	5.00	LF	\$ 90.00	\$ 450.00
6" GATE VALVE	6.00	EA	\$ 1,471.00	\$ 8,826.00
8" GATE VALVE	8.00	EA	\$ 2,067.70	\$ 16,541.60
FLUSH FILL & PRESSURE TEST	1.00	EA	\$ 1,000.00	\$ 1,000.00
			TOTAL WATER:	\$ 98,093.20

			TOTAL WET UTILITIES:	\$ 145,517.60
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SITE CONCRETE		Quantity	Units	Unit Price	Total
	18" VERTICAL CURB AND GUTTER	15.00	LF	\$ 13.50	\$ 202.50
	30" VERTICAL CURB AND GUTTER	125.00	LF	\$ 16.00	\$ 2,000.00
	8" CONCRETE CROSS PAN	1,343.00	SF	\$ 7.50	\$ 10,072.50
	CONCRETE WALK	6,985.00	SF	\$ 5.00	\$ 34,925.00
	2' WIDE TRUNCATED DOME	42.00	LF	\$ 117.00	\$ 4,914.00
	ADA RAMP	591.00	SF	\$ 7.50	\$ 4,432.50
		TOTAL SITE CONCRETE:			\$ 56,546.50

ASPHALT PAVING		Quantity	Units	Unit Price	Total
	12" SUBGRADE PREP	160.00	SY	\$ 3.00	\$ 480.00
	8" THICK ROAD BASE 1' BEYOND C&G LIMITS	160.00	SY	\$ 12.00	\$ 1,920.00
	PAVEMENT FINE GRADING	123.00	SY	\$ 2.00	\$ 246.00
	3.5" HBP BASE COURSE	123.00	SY	\$ 16.00	\$ 1,968.00
	1.5" HBP VIRGIN SURFACE COURSE	123.00	SY	\$ 8.50	\$ 1,045.50
	1.5" MILL AND OVERLAY - MIN 1 YR AFTER UTILITIES	997.00	SY	\$ 16.50	\$ 16,450.50
	FULL DEPTH ASPHALT	686.00	SY	\$ 60.00	\$ 41,160.00
		TOTAL ASPHALT PAVING:			\$ 63,270.00

SUMMIT VIEW 8' TRAIL		Quantity	Units	Unit Price	Total
	EARTHWORK & CLEARING	693.00	SF	\$ 2.65	\$ 1,836.45
	8' CONCRETE TRAIL (6")	616.00	SF	\$ 5.00	\$ 3,080.00
	ADA RAMP W TRUNCATED DOME	10.00	LF	\$ 117.00	\$ 1,170.00
	LANDSCAPE	1.00	LS	\$ 1,495.55	\$ 1,495.55
		TOTAL SUMMIT VIEW:			\$ 7,582.00

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Exhibit C IRREVOCABLE LETTER OF CREDIT STANDARD FORM

[date of Letter of Credit - the date the credit is opened]

City of Louisville
749 Main Street
Louisville, CO 80027

Attn: Director of Planning:

We hereby issue our Irrevocable Letter of Credit Number _____ in an amount not to exceed _____ effective immediately and expiring at our counters on _____ (except November-February) or any extended expiration date as indicated below.

Funds under this Letter of Credit are available for payment by sight, by presentation of your sight draft(s) substantially in the form of Exhibit "A" accompanied by your written certificate substantially in the form of Exhibit "B".

Partial and multiple drawings are permitted.

This Letter of Credit will automatically be extended for a period of sixty (60) days from the present or any future expiration date unless we notify you in writing by certified mail thirty (30) days prior to any expiration date that we elect not to renew this Letter of Credit for any additional period.

We hereby engage with you that all drawings in conformity with terms and conditions of the Letter of Credit will be duly honored upon presentation to our counters on or before any expiration date as indicated above.

All bank charges, including any advising bank charges, are to be charged to (account party's name).

If a demand for payment by you hereunder does not, in any instance, conform to the terms and conditions of this Letter of Credit, the bank shall give the City written notice, and send copy of this notice by FAX to the City of Louisville (Attn: City Manager), within three business days of presentment of any nonconforming draft that the purported negotiation was not effective in accordance with the terms and conditions of the Letter of Credit, stating with particularity the reasons therefore. The bank will hold all documents at the bank for the City, or send them to the City, at the City's option. Any such nonconforming demand may be corrected and resubmitted within three (3) business days of receipt of the bank's mailed

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notice of nonconformity. A resubmittal will be deemed to have been presented to the bank on the date of the original demand for payment.

We are a current member of (FDIC) (FSLIC).

This credit is subject to the Uniform Customs and Practice for Documentary Credits, 1993 revision, ICC publication number 500.

This Irrevocable Letter of Credit sets forth in full the terms of our undertaking and such undertaking shall not in any way be modified, amended or amplified by reference to any document or instrument referred to herein or in which the Irrevocable Letter of Credit relates and any such reference shall not be deemed to incorporate herein by reference any document or instrument.

Sincerely,

(Bank)

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EXHIBIT A TO LETTER OF CREDIT

DRAFT FOR PAYMENT DRAWN UNDER

IRREVOCABLE LETTER OF CREDIT NO. _____

DATE: _____, 20__.

PAY TO: the account of the City of Louisville, Colorado, Account

No. _____, at _____,

Colorado, THE SUM OF _____ DOLLARS

(\$ _____).

CITY OF LOUISVILLE, COLORADO

By: _____
City Manager

Item expected to be tabled.

EXHIBIT B TO LETTER OF CREDIT

To: _____

CERTIFICATE FOR PAYMENT

The undersigned, a duly appointed officer of the City of Louisville, Colorado (the "City"), hereby certifies to _____ (the "Bank"), with reference to the Bank's Irrevocable Letter of Credit No. _____ (the "Letter of Credit"), issued by the Bank in favor of the City, that:

- (1) The undersigned is the City Manager for the City.
- (2) The City is authorized to make a drawing under the Letter of Credit.
- (3) The amount which is due and payable from the Letter of Credit is \$_____, and the amount of the sight draft accompanying this certificate does not exceed such amount.

IN WITNESS WHEREOF, the undersigned has executed and delivered this certificate as of the _____ day of _____, 20____.

CITY OF LOUISVILLE, COLORADO

By: _____
City Manager

Item expected to be tabled.

SECOND AMENDMENT TO SUBDIVISION AGREEMENT (The Foundry Subdivision)

This SECOND Amendment to Subdivision Agreement (hereinafter "Third Amendment") is made and entered into as of the Effective Date (as defined in Section 6, below), by and between the CITY OF LOUISVILLE, a municipal corporation, in the County of Boulder, State of Colorado (hereinafter "the City"), and _____ (hereinafter "_____"), the owner of The Foundry subdivision

WHEREAS, on June 22, 2017, the City, RMCS, LLC, Louisville Properties 1, Inc. and Steel Street Commercial, Inc. entered into The Foundry Subdivision Agreement (the "Subdivision Agreement"), which Subdivision Agreement was recorded in the offices of the Boulder County Clerk and Recorder on June 29, 2017 at Reception No. 03600742; and

WHEREAS, the Subdivision Agreement was subsequently amended by that certain First Amendment to Subdivision Agreement (the "First Amendment"), which First Amendment was recorded in the offices of the Boulder County Clerk and Recorder on June 12, 2018 at Reception No. 03660404, and

WHEREAS, _____ has requested a second amendment to the Subdivision Agreement to reduce the requirement from 24 dwelling units to 12 dwelling units that have a requirement that they are occupied by persons 55 years of age and older;

WHEREAS, the City is willing to amend the Subdivision Agreement as set forth herein,

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, City and _____ hereby agree as follows:

Section 1. Section 8.3 of the Subdivision Agreement is hereby amended, reducing the requirement from 24 of the dwelling units to 12 dwelling units that shall be occupied by persons 55 years of age and older. All remaining provisions of this section remain shall remain in full force and effect.

Section 2. Except as amended by this Second Amendment, the Subdivision Agreement, as amended by the First Amendment, shall remain in full force and effect in accordance with its terms. In the event of a conflict among the Subdivision Agreement, the First Amendment, and this Second Amendment, the terms of this Second Amendment shall control to the extent of such conflict.

Section 3. Nothing in this Second Amendment shall be deemed or construed to discharge any party hereto or any other person from any liabilities accruing prior to the effective date of this Second Amendment, and this instrument shall be without prejudice to any rights or remedies of the City regarding such liabilities.

Item expected to be tabled.

Section 4. Capitalized terms used in this Second Amendment shall have the same meaning as capitalized terms defined in the Subdivision Agreement.

Section 5. This Second Amendment shall be recorded in the office of the Boulder County, Colorado Clerk and Recorder.

Section 6. Effective Date. This Second Amendment shall become effective upon the date it has been executed by all of the parties.

IN WITNESS WHEREOF, the parties have executed this Second Amendment as of the date first set forth above.

CITY OF LOUISVILLE

By: _____
Ashley Stolzmann, Mayor

Attest: _____
Meredyth Muth, City Clerk

_____(Owner)

By: _____

ACKNOWLEDGEMENT

STATE OF COLORADO)
) ss.
COUNTY OF BOULDER)

The above and foregoing signature of _____, was subscribed and sworn to me before this ____ day of _____, 2021.

Witness my hand and official seal.

My commission expires: _____

Notary Public

Item expected to be tabled.

TAKODA GENERAL DEVELOPMENT PLAN - 3rd AMENDMENT

A PART OF SECTION 5, TOWNSHIP 1 SOUTH, RANGE 69 WEST OF THE 6TH PM PRINCIPAL MERIDIAN,
CITY OF LOUISVILLE, COUNTY OF BOULDER, STATE OF COLORADO

LEGAL DESCRIPTION FOR TAKODA PA1

THE FOUNDRY:

A REPLAY OF LOT 1, BLOCK 9 AND TRACT 1 OF TAKODA SUBDIVISION WITH A RECEPTION NUMBER OF 0300384, AND LOT 2 OF SUMMIT VIEW SUBDIVISION WITH A RECEPTION NUMBER 2216330 AND BEING PART OF SOUTHEAST 1/4 OF SECTION 5, TOWNSHIP 1 SOUTH, RANGE 69 WEST OF THE 6TH P.M., CITY OF LOUISVILLE, COUNTY OF BOULDER, STATE OF COLORADO.

AREA = 5.82 ACRES

PROJECT DESCRIPTION

PLATTED AREA:	15.82 AC.
GROSS PROJECT AREA:	15.82 AC.
PLANNING AREA 1:	5.82 AC.
PA AREA:	5.82 AC.
CURRENT ZONING:	PLANNED COMMUNITY ZONED DISTRICT (PCZD) - C
PROPOSED ZONING:	PLANNED COMMUNITY ZONED DISTRICT (PCZD) - CR
MAX APPROVED FLOOR AREA:	76,055 SF
TOTAL MAX NUMBER OF RESIDENTIAL UNITS:	32 DU

PLANNING AREA 1 ACCESS

ACCESS:	HIGHWAY 42 (FULL MOVEMENT, SIGNALIZED AT PASCHAL DRIVE)
	HIGHWAY 42 (34 MOVEMENT AT SUMMIT VIEW DRIVE)
	SUMMIT VIEW DRIVE (FULL MOVEMENT)
	PASCHAL DRIVE (RT IN/RT OUT ACCESS)
	KAYLIX AVE (FULL MOVEMENT)

PUBLIC LAND DEDICATION - PA1

TOTAL PLATTED AREA (PA1):	5.82 AC.
COMMERCIAL AREA (PCZD-CR):	2.89 AC.
COMMERCIAL DEDICATION REQUIREMENT:	12% (PREVIOUSLY MET)
RESIDENTIAL AREA (PCZD-CR):	2.93 AC.
COMMERCIAL DEDICATION REQUIREMENT:	12% (PREVIOUSLY MET)
RESIDENTIAL DEDICATION REQUIREMENT:	15% (3% DELTA)
TOTAL LAND DEDICATION REQUIRED:	3,828 SF (0.088 AC) ¹

¹ THE REQUIRED LAND DEDICATION SHALL BE MET VIA A CASH IN LIEU PAYMENT CONSISTENT WITH SECTION 18.16.08 OF THE CITY CODE.

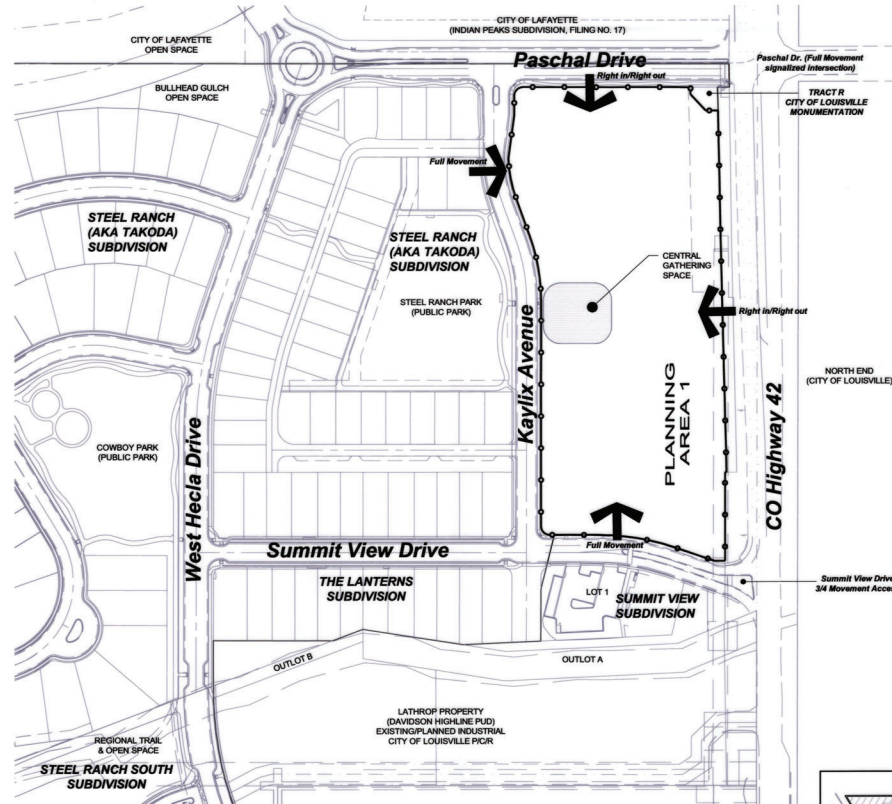
DEVELOPMENT SUMMARY

PLANNING AREA 1:	
ALLOWED USES: PER SECTION 17.22.080	
UNITS:	32 D.U. ¹
MAXIMUM DENSITY:	5.50 D.U./AC
TAKODA TOTAL RESIDENTIAL DENSITY:	
ALLOWED USES: PER SECTION 17.22.080	
UNITS:	484 D.U. (INCLUDES 32 UNIT REQUEST)
TAKODA TOTAL GROSS PROJECT AREA:	69.97 AC.
MAXIMUM DENSITY:	7.15 D.U./AC (EXCLUDES PA1 PARCEL)
MAX APPROVED FLOOR AREA (PER TAKODA GDP-2ND AMENDMENT)	71,743 SF
MAX APPROVED FLOOR AREA WITHIN THIS GDP	76,055 SF

¹ SINGLE FAMILY ATTACHED UNITS WITHIN PLANNING AREA 1 REQUIRE PUD APPROVAL AND SHALL IN NO EVENT EXCEED THE UNIT COUNT OF 32.

NOTES

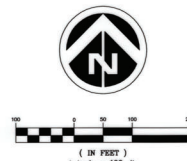
- SURVEY FOR THIS PROJECT WAS COMPLETED BY ROCK CREEK SURVEYING, LLC, DATED AUGUST 23, 2013.
- THERE IS NO FEMA RECORDED FLOODPLAIN WITHIN THE PROJECT LIMITS.
- TIMING OF THE DEVELOPMENT SHALL BE DEPENDENT ON MARKET CONDITIONS.
- THIS PLAN IS CONCEPTUAL IN NATURE AND SHOULD NOT BE INTERPRETED TO ESTABLISH PRECISE DIMENSIONS OR ACRES. SUCH FACTORS SHALL BE ACCURATELY ESTABLISHED THROUGH THE PLATTING AND FINAL PUD PROCESS IN ACCORDANCE WITH THE CITY'S REQUIREMENTS.



BULK AND DIMENSION STANDARDS

	COMMERCIAL	RESIDENTIAL
MIN. LOT AREA	1,000 S.F.	400' MIN.
MIN. LOT WIDTH	30'-0"	50'-0"
MAX. LOT COVERAGE	N/A	N/A
BUILDING SETBACKS ¹		
MIN. FRONT YARD SETBACK (PRINCIPAL USES)	0'	5' (ALL CONDITIONS)
MIN. SIDE YARD SETBACK ¹ (PRINCIPAL USES)	0'	5' (IN BLDG) 5' (ALL OTHER CONDITIONS)
MIN. REAR YARD SETBACK (PRINCIPAL USES)	0'	0'
MIN. REAR YARD SETBACK (ACCESSORY USES)	0'	0'
SETBACK FROM HWY. 42 R.O.W.	PARKING: 20' BUILDING: 10'	N/A
SETBACK FROM COLLECTOR STREET R.O.W.	PARKING: 10' BUILDING: 10'	PARKING: 10' BUILDING: 10'
SETBACK FROM LOCAL STREET R.O.W.	N/A	PARKING: 0' BUILDING: 10'
SETBACK FROM PARKS & OPEN SPACE	PARKING: 0' BUILDING: 0'	PARKING: 0' BUILDING: 0'
MINIMUM BLDG. SEPARATION	10'	10'
MAX. BLDG. HEIGHT	30'-0"	30'
PRINCIPAL USES	30'-0"	30'
ACCESSORY USES ²	20'-0"	20'

¹ IF FEE SIMPLE LOTS ARE CREATED WITHIN BUILDINGS, THERE IS NO SETBACK REQUIREMENT BETWEEN INTERNAL UNITS.
² ACCESSORY USES TO INCLUDE GARAGES.
³ NO MAXIMUM BUILDING SETBACKS ARE REQUIRED.
⁴ CORNICHE, CANOPY, DAWL, PATIO, FIRE PLACE, WIND WALL OR SIMILAR ARCHITECTURAL FEATURE MAY EXTEND 3 FEET INTO A REQUIRED SETBACK.



PROPERTY OWNERSHIP

RMCS, LLC
21 SOUTH SUNSET
LONGMONT, CO 80503



OWNERSHIP CERTIFICATE

BY SIGNING THIS GDP, THE OWNER ACKNOWLEDGES AND ACCEPTS ALL THE REQUIREMENTS AND INTENT SET FORTH BY THIS GDP, WITH OUR HANDS AND SEALS THIS 14 DAY OF June, 2017.

OWNER - RMCS, LLC A COLORADO LIMITED LIABILITY COMPANY

PLANNING COMMISSION CERTIFICATE

RECOMMENDED APPROVAL THIS 10th DAY OF Dec., 2015, BY THE PLANNING COMMISSION OF THE CITY OF LOUISVILLE, COLORADO.

RESOLUTION NO. 37 SERIES 2015

CITY COUNCIL CERTIFICATE

APPROVED THIS 19th DAY OF June, 2016, BY THE CITY COUNCIL OF THE CITY OF LOUISVILLE, COLORADO.

RESOLUTION NO. 1712 SERIES 2016

MAYOR: Justin McCre CITY CLERK: [Signature]

CLERK AND RECORDER'S CERTIFICATE

STATE OF COLORADO) SS

COUNTY OF BOULDER)

I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED IN MY OFFICE AT

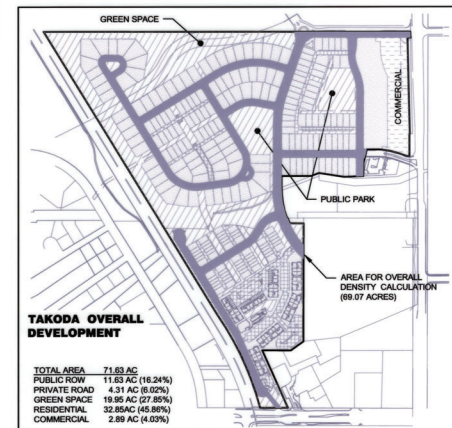
0'CLOCK AT 4 M. ON THIS 29th DAY OF JUNE, 2017.

AND IS RECORDED IN PLAN FILE _____ FEE _____

PAID: _____ FILM NO. _____

RECEPTION NO. 03600745

RECORDER: _____ DEPUTY: _____



RESOLUTION NO 6 SERIES 2019

A RESOLUTION APPROVING A REQUEST TO AMEND THE FOUNDRY PLANNED UNIT DEVELOPMENT (PUD) PHASING PLAN TO MODIFY THE REQUIREMENT THAT BOTH APPROVED COMMERCIAL BUILDINGS BE CONSTRUCTED CONCURRENT WITH THE RESIDENTIAL DEVELOPMENT

WHEREAS, there has been submitted to the Louisville City Council an application to amend the phasing plan for the Foundry PUD to allow construction of only one of two commercial buildings concurrent with the residential development approved under the PUD; and

WHEREAS, the City Council approved the Foundry PUD on January 19, 2016 and adopted a condition of approval through Resolution 4, Series 2016 requiring the residential and commercial development to be constructed concurrently as part of the Foundry development phasing plan, and

WHEREAS, the City Staff has reviewed the information submitted and found that the application complies with the Louisville zoning regulations and other applicable sections of the Louisville Municipal Code, and

WHEREAS, the Planning Commission has considered the application at a duly noticed public hearing on February 14, 2019, where evidence and testimony were entered into the record, including the findings in the Louisville Planning Commission Staff Report dated February 14, 2019 and recommends approval without conditions; and

WHEREAS, City Council has reviewed the application, including the recommendation of the Planning Commission and finds that said PUD amendment to allow a change in phasing should be approved

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Louisville, Colorado does hereby approve the request to amend the Foundry PUD phasing plan to modify and replace the requirement that both commercial buildings be constructed concurrent with the residential development with the following

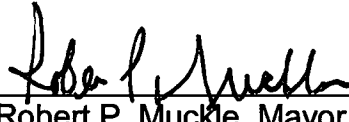
- 1 Residential building permits for the condominiums shall be obtained concurrent with or subsequently with the building permit for one of the two commercial buildings, and
- 2 Residential and commercial development shall be constructed concurrently, and
- 3 In no case shall the certificate of occupancy for the last of the residential 8-plex buildings be issued unless. 1) start of construction of the first commercial building commences, as defined by the 2018 International Building Code, which includes the first placement of permanent construction of a building, such as pouring of a

Item expected to be tabled.

slab or footings, installation of pilings or construction of columns; and 2) 30% of the net leasable space has identified tenants with proof being as an executed Letter of Intent coupled with a security deposit, and

- 4 The undeveloped lot shall be graded flat and seeded, all perimeter landscaping shall be installed, and fill dirt and other construction materials and equipment may not be stored on the undeveloped lot following completion of construction of the remaining lots.

PASSED AND ADOPTED this 19th day of February, 2019

By 
Robert P. Muckle, Mayor

Attest: 
Meredyth Muth, City Clerk



Table 2
ESTIMATED TRAFFIC GENERATION
Takoda
Louisville, CO
LSC #210130; November, 2021

Trip Generating Category	Quantity	Trip Generation Rates ⁽¹⁾						Vehicle-Trips Generated					
		Average Weekday	AM Peak-Hour		PM Peak-Hour		Average Weekday	AM Peak-Hour		PM Peak-Hour			
			of Adjacent Street Traffic					of Adjacent Street Traffic					
			In	Out	In	Out		In	Out	In	Out		
CURRENTLY PROPOSED LAND USE													
Paired Homes ⁽²⁾	34 DU ⁽³⁾	7.20	0.149	0.331	0.325	0.245	245	5	11	11	8		
Townhomes ⁽⁴⁾	25 DU	6.74	0.096	0.304	0.321	0.189	169	2	8	8	5		
Retail ⁽⁵⁾	20.0 KSF ⁽⁶⁾	54.45	1.416	0.944	3.295	3.295	1,089	28	19	66	66		
Total =							1,503	35	38	85	79		
Passby Trips ⁽⁷⁾ =							370	8	8	22	22		
Primary Trips =							1,133	27	30	63	57		

Notes:

- (1) Source: *Trip Generation*, Institute of Transportation Engineers, 11th Edition, 2021
- (2) ITE Land Use No. 215 - Single-Family Attached Housing
- (3) DU = Dwelling Unit
- (4) ITE Land Use No. 220 - Multifamily Housing (Low-Rise)
- (5) ITE Land Use No. 827 - Strip Retail Plaza (< 40K)
- (6) KSF = 1,000 square feet
- (7) About 34% of the retail trips are expected to be passby trips based on the *Trip Generation Handbook*.

Item expected to be tabled.



Planning Office
303-245-5794
Fax: 303-447-5118
www.bvsd.org

6500 East Arapahoe, PO Box 9011
Boulder, CO 80301

March 23, 2021

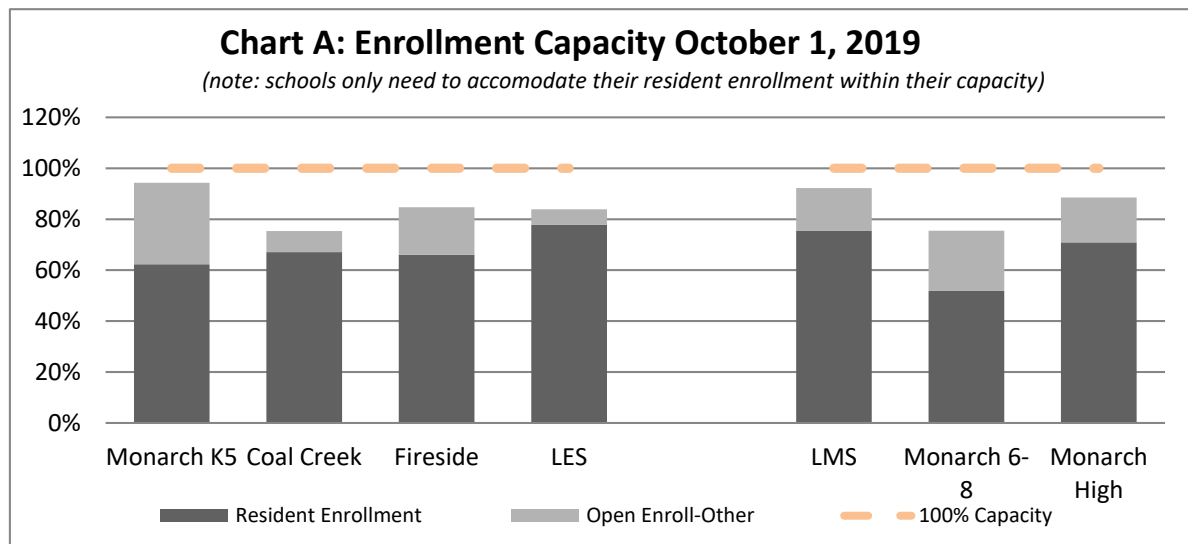
City of Louisville
Dept. of Planning and Building Safety
Attn: Lisa Ritchie
749 Main St.
Louisville, CO 80027

RE: Takoda GDP 7th Amendment, the Foundry

Dear Lisa:

Thank you for submitting the Takoda GDP 7th Amendment, the Foundry materials for review by the Boulder Valley School District (BVSD). BVSD reviews development application in terms of capacity impacts on neighborhood schools and impacts on school land or facilities.

Chart A below shows the current program capacity and enrollment composition for each school serving Louisville. On the whole, these schools possess a sizeable ability to accommodate additional students, particularly when considering the level of current capacity being occupied by open enrolled students (those from outside a school's attendance area that a school is not required to accommodate). As the chart shows, however, the capacity to accommodate additional students does vary between schools. Note that pandemic conditions have suppressed enrollment in all BVSD communities therefore the 2019 chart is displayed since it is better reflects typical trends in the Louisville community.



Item expected to be tabled.

The Takoda GDP 7th Amendment, the Foundry proposes to add 34 duplex and 25 townhome units with an anticipated student impact of 17 additional students in this feeder. Louisville Elementary would gain approximately 8 students in the school's attendance area while Louisville Middle would gain 4 and Monarch High would gain 5. Note that not all of these students will attend their neighborhood school.

CHART B

School	Program Capacity	Projected Enrollment				
		2020-21	2021-22	2022-23	2023-24	2024-25
Louisville El.	615	449	452	511	505	506
% capacity		73%	74%	83%	82%	82%
Louisville M.S.	708	603	592	585	586	550
% capacity		85%	84%	83%	83%	78%
Monarch H.S.	1868	1575	1538	1501	1450	1413
% capacity		84%	82%	80%	78%	76%

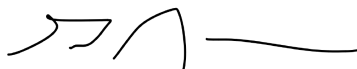
Projection notes and assumptions:

- A degree of suppressed enrollment from the pandemic is expected in 2021-22 but to recover over time.
- Only the impacts of housing units expected during projection period are included.
- Enrollment growth in existing neighborhoods is assumed to continue declining over the next 5 years.

When considering all development activity and resident student enrollment in the City of Louisville, the impacted facilities are able to accommodate the projected growth from this and other proposed residential developments (Chart B).

If you have any other questions, concerns, or further clarifications, feel free to contact me at 720-561-5794 or via e-mail at glen.segrue@bvsd.org.

Sincerely,



Glen Segrue, A.I.C.P.
Senior Planner

**Planning Commission
Meeting Minutes
June 24th, 2021
Electronic Meeting
6:30 PM**

Chair Brauneis **called the meeting to order** at 6:30 PM.

Roll Call was taken and the following members were present:

Commission Members Present: Steve Brauneis, Chair
Dietrich Hoefner, Vice Chair
Debra Williams, Secretary
Ben Diehl

Commission Members Absent: Keaton Howe
Jeff Moline

Staff Members Present: Rob Zuccaro, Dir. of Planning & Building
Lisa Ritchie, Principal Planner
Ellie Hassan, Planner II
Kim Bauer, Historic Preservation Planner
Amelia Brackett Hogstad, Planning Clerk

APPROVAL OF AGENDA

Diehl moved and Hoefner seconded a motion to approve the June 24, 2021 agenda. Motion passed unanimously by voice vote.

PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

None.

CONTINUED BUSINESS – PUBLIC HEARING ITEMS

950 Spruce PUD, SRU, and plat: A request for approval of a PUD and SRU to allow conversion of a portion of the existing building to include up to five dwelling units and a new residential development with three dwelling units, and a final plat to consolidate lots (Resolution 7, Series 2021). CONTINUED FROM JUNE 10, 2021.

- Applicant: Hartronft Associates
- Case Planner: Rob Zuccaro, Director of Planning and Building Safety

All notice was met as required.

Zuccaro shared the history of the building and the proposal, which included converting the second floor of 950 Spruce to allow 3-5 residential units, with storage and deck additions at the rear of the building, adding 3 row homes on Front Street. The proposal

St Louis Parish and Bolder Innovation Campus Filing 2 PUD and plat: A request for approval of a PUD to allow a 100,000 sf industrial building and a replat of a portion of Parcel 1, St Louis Parish and Bolder Innovation Campus Filing 1 to create 4 lots (Resolution 9, Series 2021). CONTINUED FROM JUNE 10, 2021.

- Applicant: United Properties
- Case Planner: Lisa Ritchie, Principal Planner

Request to continue to July 8, 2021.

Brauneis moved and Diehl seconded a continuance. Motion passed unanimously by roll call vote.

The Foundry GDP Amendment: A request for approval of the 7th Amendment to the Takoda General Development Plan to allow up to 59 dwelling units and 15,000 sf of commercial development (Resolution 10, Series 2021). CONTINUED FROM JUNE 10, 2021.

- Applicant: Brian Bair, Mass Equities
- Case Planner: Lisa Ritchie, Principal Planner

All public notice requirements met.

Williams disclosed that she lived about 100 yards from the property and that would not affect her ability to deliberate.

Ritchie described the item and the primary changes to the plan, and stated that the GDP did not authorize construction. She showed the concept plan, which was not analyzed for compliance and was one of many potential development scenarios. The amendment involved community input, a traffic study, density measurements, and a concurrency requirement. Staff had initially recommended denial for Resolution 10 based on concurrency and fiscal policy issues and Ritchie noted that concurrency was not required by Code.

Diehl asked if buildings E and F for the previous PUD would be one or two stories.

Ritchie replied that Building F had a mix of one and two stories and Building E was a single story.

Diehl asked if the Commission had already approved more than one story facing Highway 42.

Ritchie replied that approval was already on the books and the policy came in later through the South Boulder Road Small Area Plan. She stated that the GDP did not include a requirement to lower heights down to one story, but it did have 30' provision reduced from 35' currently permitted.

Diehl asked about the letters of intent.

Ritchie replied that there were no requirements for letters of intent and that concurrency was tied to core and shell commercial construction.

Brian Bair, 7552 North 83rd Street, Longmont, described his company, Colorado-based Mass Equities. He described the neighborhood context and the surrounding density, which ranged from condos to single-family developments and commercial use and stated that they were in line with surrounding density. He described the proposed uses, including attached residential, retail and commercial, and a community park. Bair stated that this was the fourth iteration of the plan and they had worked with staff and the community to help it fit the neighborhood. He stated that it would be 10 units per acre and the concurrency changes were to help make sure commercial got built. Regarding traffic, Bair stated that there would be 40% fewer daily trips in this GDP than the current one and that the GDP had been developed in conversation with the community, staff, and CDOT. He stated that they had covered parking and guest parking to keep cars off the street and there was ample commercial parking to avoid spilling into the neighborhoods. Bair described the community and neighborhood engagement process, in which over 60 people attended a presentation of the plan and he described the actions taken based on community feedback. Bair shared that commercial trends were not very good over past several years, which was a concern for developments over 15,000 feet, whereas commercial under 15,000 was geared toward serving the local neighborhood. He stated that it would take time but they thought it would be successful.

Diehl asked about the dirt pile.

Bair replied that they didn't own the property and the current owner had placed the dirt there in anticipation of a future development.

Ritchie added that the pile had been authorized through a storm water permit inconsistent with processes now. She stated that redevelopment would remove it in the long term.

Hoefner asked how community engagement efforts would continue.

Bair replied that they intended to continue the process using their mailing list and the 60+ people who had attended their events from the local community and by contacting HOAs.

Williams asked what kind of commercial use was anticipated.

Bair listed neighborhood-serving tenants such as restaurants, coffee, and ice cream and stated that they were making an effort to go after food and beverage and other community services. He added that the neighborhood feedback had wanted those uses and he thought their layout would capture those kinds of tenants.

Williams asked about traffic on Summit View Drive.

Bair replied that most traffic would access the commercial portion from Highway 42. He stated that the south access on Summit View had not changed from prior and would allow people to go east off Kaylix. The north access was also in the same location as

before with a right-out to 42. Bair added that neighbor feedback did not want headlights or cars exiting the site toward their neighborhood, which is why it was an access point only.

Williams asked about the movement at Summit View and 42.

Bair replied that north-bound traffic would use the light and that it would be a way to exit and go north. Summit View would be the third choice for commercial traffic according to their study.

Williams stated that the fact that commercial traffic could not go north at Summit Drive and 42 would be frustrating.

Bair replied that north-bound traffic would use the light to exit and go northbound. He stated that the arrows were confusing on Figure 2 because they only showed one-way traffic where there was two-way traffic; all except the Kaylix access should have arrows going out.

Diehl asked about the letter of intent for the concurrency requirements, asking that without a letter what was to say that the commercial would get developed.

Bair replied that was why they had divided the commercial into two parts to build the first half of that portion, since until development began it was hard to get tenants to commit.

Diehl asked if there was a single commercial property on Takoda.

Ritchie replied that there were none except in the Kestrel area, but there were no concurrency requirements associated with it.

Brauneis asked what it would take to bring back age restrictions.

Bair replied that the goal was to allow more inclusive housing to create more vibrancy in the area and not to limit who could live there.

Diehl moved to enter addenda 1, 2, and 3 into the record and Williams seconded. Motion passed unanimously by voice vote. Brauneis opened public comment.

Mark Thompson, 782 Treece Street, stated that he was impressed with the responsiveness of the developer working with the community, and that they had made modifications to the plan based on neighbor feedback. He explained that this property was zoned for commercial and residential when he and his wife had moved in and they had long anticipated a development, but they did not like the pile of dirt. Thompson liked having a mix of people and he did not understand why there would be an age restriction. Overall, he supported the project.

Gary Larson, 2189 Park Lane, across from Kaylix, had been involved in the original Foundry process and he felt that Mass Equities was not listening and was pushing their concept. He proposed 34 main-floor master buildings, at 5.88 density per acre, which

would be compatible with the area. He described surveys that he had taken of nearby residents, in which the majority said that they did not want rental units and that they wanted empty-nester housing to maintain residents of Louisville.. He personally wanted to see more commercial in line with the original Foundry to lower property taxes and attract a destination restaurant.

Usha Barry, 1173 Summit View, stated that she lived across from the development and appreciated the developer's responsiveness to the community. She thought this was an improvement over the last iteration but she was concerned that traffic on Summit View with no light was already nerve-wracking.

Jeff Gass, 784 Meadowlark Lane, stated that economics and price points would determine how many families would live in the development and noted that the patio homes in Steel Ranch only had two families with school-aged children. He did not think it would be an issue to make it age-restricted. He stated that there were many empty commercial development in the area and the proposal amount was excessive and that more residential would bring sales tax to the City. He added that Baseline had no effect on this development as the egress would be 42 for anyone heading north.

Bair summarized that they had made changes based on community feedback and the direction of the development was to work for the community and the developers, and to bring new types of and additional housing to Louisville.

Ritchie added that the traffic numbers in the report were assumptions-based and she clarified that the arrows in Figure 2 indicated intersections, not the flow of traffic. She added that staff had worked with a traffic engineer to create those predictions.

Brauneis asked about the lack of age-restricted housing.

Ritchie replied that there were different staff at the time for previous approvals and a number of years ago there was more concern around school overcrowding. The census and demographic trends were aging up so there was less school enrollment than there had been. There had also been a desire to provide age-targeted housing for that increasing demographic. Staff wanted to hear from the Planning Commission if age restrictions needed to be carried forward. Ritchie stated that given the inclusionary housing ordinance and the increase in housing demand, this would be an option to provide inclusionary housing to contribute to expanded housing options.

Williams stated that the Comp Plan vision was for the commercial portion and though they were coming out of a pandemic with lots of vacancies she hated to build something that was mostly residential and forego commercial when it might be needed in the future for the town.

Diehl stated that the original vision had much higher commercial area and described the trends that brought commercial down recently. He was uncomfortable going down that far. He noted that the South Boulder Road Small Area Plan and the Comp Plan had involved direct input from citizens and he did not feel comfortable changing so much from those documents, including the age restriction and the commercial percentages.

Williams stated that the Commission had many things to juggle including the Comp Plan, zoning, helping the adjacent properties, and providing continuity. This development had some things but as far as adjacent land uses it was lacking. She added that the Comp Plan had more commercial and it pained her to accept something less.

Brauneis stated that it had been one of longest periods of economic prosperity in US history and yet no one able to pull together a plan for this site. He was concerned that the city was overbuilt already.

Hoefner stated that the Commission could not wish into existence commercial development that was not possible in this market. Building more would not address the vacancies they already had. He stated that the density was in line with the surrounding area and he wanted to make sure that engagement continued, even increased, in the PUD stage. He addressed the age restrictions, stating that he was not a big proponent of regulating what kinds of people can live where based on the history of limiting where different groups of people can live. He was also uncomfortable limiting rentals for the same reason and added that the development should be consistent with inclusionary housing principles. He stated that he wanted to hold open public comment as he thought there were folks who may not have come tonight because it was recommended for denial.

Diehl stated that big-box retail was over for the most part and this was an opportunity to build a commercial center supported by Steel Ranch and the surrounding area. He stated that doubling the number of townhomes fronting 42 was short-sighted, given also that the commercial property tax limitations in the Gallagher Amendment may be changing. From a development perspective, he understood that financial models work better for residential than commercial not just because of the times but also because of the margin. He stated that \$2 million over 20 years was a rounding error but he didn't want to see it continue to be in the red. He added that since there were moving parts going on it made it hard to deliberate, responding to Vice Chair Dietrich's comments, but he was comfortable with voting without additional public comment given that residents would go to Council.

Williams asked what had changed with the fiscal analysis that staff had considered.

Ritchie replied that the fiscal analysis showed that it would be substantially unchanged from the full build-out high scenario, since 100% construction effectively removed the low scenario that was modeled. The guarantee of concurrency brought that fiscal analysis slightly into the positive column. Staff had to make assumptions of uses and had included a third of the development as sales-tax generating, which they felt was on the conservative side. If the Commission wanted more analysis on different scenarios or the fiscal analysis staff could provide that.

Diel stated that he did not need additional information to vote.

Brauneis stated that he was torn. He wanted to believe that retail would come back but he did not think it would. He was comfortable with density as it was a good location for it vis-à-vis traffic patterns and would reduce traffic overall with the residential use.

Diehl stated that the properties fronting 42 would affect viewshed and that this proposal created a townhome canyon along that drive.

General commissioner and staff discussion on continuing the item.

Hoefner stated that they had gotten high-quality comments from the public and he hoped by continuing they would receive more.

Brauneis stated that the Commission did not have enough people to do anything tonight given the four-person attendance.

Diehl stated that he did not know that it was the case that people had not come because they saw staff recommend denial.

Hoefner made a motion to continue consideration to August 12, 2021, and keep the item open for additional public comments. Brauneis seconded. Motion passed unanimously by roll call vote.

769 CTC Blvd PUD and plat: A request for approval of a PUD to allow an industrial building and associated site improvements and a replat to consolidate two lots into one (Resolution 11, Series 2021). CONTINUED FROM JUNE 10, 2021.

- Applicant: Andrew Graybar, Exeter Property Group
- Case Planner: Ellie Hassan, Planner II

Hoefner moved and Williams seconded a continuance to July 8, 2021.

COMMISSIONER COMMENTS

Hoefner stated that commissioners attending in August should watch tonight's recording to be prepared for the Foundry continuance. He added that the live-work percentage rigidity and the SRU requirement for housing was interesting and they may want to consider them in the future.

ADJOURN

General move to adjourn. Meeting adjourned at 9:50 PM.

**Planning Commission
Meeting Minutes
August 26th, 2021
Electronic Meeting
6:30 PM**

Vice Chair Hoefner **called the meeting to order** at 6:30 PM.

Roll Call was taken and the following members were present:

Commission Members Present: Dietrich Hoefner, Vice Chair
Ben Diehl
Keaton Howe
Jeff Moline

Commission Members Absent: Steve Brauneis, Chair
Debra Williams, Secretary

Staff Members Present: Rob Zuccaro, Dir. of Planning & Building
Lisa Ritchie, Principal Planner
Amelia Brackett Hogstad, Planning Clerk

APPROVAL OF AGENDA

Diehl moved and Howe seconded a motion to approve the August 26, 2021 agenda. Motion passed unanimously by voice vote.

APPROVAL OF MINUTES

Diehl moved and Howe seconded a motion to approve the August 12, 2021 minutes. Motion passed unanimously by voice vote.

PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

None.

CONTINUED BUSINESS – PUBLIC HEARING ITEMS

The Foundry GDP Amendment: A request for approval of the 7th Amendment to the Takoda General Development Plan to allow up to 59 dwelling units and 15,000 sf of commercial development (Resolution No. 10, Series 2021). CONTINUED FROM JUNE 24, 2021.

- Applicant: Brian Bair, Mass Equities
- Case Planner: Lisa Ritchie, Principal Planner

Commissioners Moline and Howe stated that they had been able to review the packet material and the recorded video of last month's meeting, at which they had been absent, and felt ready to deliberate on the item tonight.

Ritchie noted that the item had been properly continued and therefore had sufficient public notice. She gave updates to the application, which included changes to the concurrency requirement and the fiscal analysis.

Diehl asked for clarification that Planner Ritchie had suggested that the high prices would cover the \$2 million difference in the long-term outlook and would generate revenue to cover the loss.

Ritchie replied that part of model incorporated triggering additional costs and included assumptions based on the magnitude of what was being modeled, which changed outputs.

Howe asked if current commercial vacancy rates meant these projections would be higher or lower.

Ritchie replied that the model did not give a picture of market feasibility and that it was only updated every few years, with the last update in 2018. Changes since then included the ability to capture sales tax revenues from online purchases.

Howe asked if this was assuming 100% tenancy.

Ritchie confirmed and stated that the model was conservative.

Howe estimated that the revenue would represent .2% of the City's budget and that it was not a huge amount from a birds-eye view.

Ritchie replied that she would have to verify the amount but agreed that it was not an amount that would make or break the City budget.

Moline asked what was left on the table in the General Development Plan (GDP) in terms of dwelling units and square footage, seeing as this was the last piece of the total Takoda GDP.

Ritchie replied that five neighborhoods were modeled representing some 500 units, and what was not shown but was part of the GDP was Kestrel, which had its own amendment. She did not believe there was any additional residential in the neighborhoods, but within Kestrel another 12 units or so could be possible.

Moline asked if the initial GDP allowed for more development than was being realized in this application.

Ritchie replied that the units had shifted but she did not think there had ever been more than 76,000 square feet of commercial allotment.

Moline asked if other municipalities had had to revisit these kinds of things given the current retail situation.

Ritchie replied that she imagined so but she did not have specific examples.

Hoefner asked for an overview of where the GDP was in the development process relative to future steps.

Ritchie explained that prior the pulling of a building permit for construction, a development needed zoning which in this case was covered by the GDP being amended here. The next step was a PUD approval which included details on architecture and layout, among other elements. She confirmed that the Commission was not being asked to sign off on the conceptual site plan.

Brian Bair, Mass Equities, 7552 N 83rd Street in Longmont, described the community meeting process, which included 50 people over three meetings plus direct contact with HOA leadership. He added that they had spent time with neighborhood groups discussing different concept plans. Bair shared commercial market study results from 2019 that showed that the City was overbuilt and had high vacancy rates. He stated that the statistics were dire within the 1.5-mile radius of the application and stated that they wanted to focus on community-serving commercial development. Bair stated that there was 160,000 square feet of vacant commercial space in addition to the incoming commercial projects that were being built. He stated that the application was consistent with the build in the adjacent area and that it could be denser under regulations but that the community was concerned about traffic. He noted the concern over lack of housing in the area and stated that this would bring new housing to Louisville.

Diehl asked about why they did not think that this area would reach the occupancy of the area across the road in Lafayette.

Bair replied that the centers of influence closer to Old Town or Highway 36 were more comfortable for commercial and that the current owner had marketed the Foundry program for three years without getting a commercial bite, and that the food hall proposal never got a taker, either.

Moline asked how this met the intent of the Small Area Plan (SAP).

Bair replied that the SAP was discussed in the neighborhood meetings and he thought the proposal was consistent with it. He gave the example that they had backed off of three stories because the neighborhood wanted it more consistent with the SAP.

Moline asked why the applicant was proposing a change to the plan rather than adding a letter of intent to the current Foundry PUD, positing that Mr. Bair would cite the reasons he had already explained in the meeting.

Bair agreed and added that the new proposal allowed for a smaller, boutique commercial tenant, whereas the current one was more set up for large food hall and flex spaces. He stated that this area had a more single-family feeling, as well, whereas the current plan was more of a condo product.

Howe asked how this development highlighted the gateway of Louisville aspect of the area that residents had mentioned.

Bair replied that they hadn't designed the buildings yet and stated that a lot would be achieved with the design. He stated that mixed use would be visible from the main intersection.

Howe stated that large residential units were a community concern, with residents worrying about people not using them as a long-term residence. He asked Mr. Bair to give an idea of the average square footage for residential units.

Bair stated that they hadn't designed the units yet but that they planned for consistency in the neighborhood and across the street. He described that some units would be attached and a little smaller by definition, and that the average would probably be around 2,000 square feet with some smaller and larger. He added that they were committed to providing two-car garages.

Moline asked about market analysis at Erie's Nine Mile Corner.

Bair clarified the location of the Corner.

Gary Larson, Mystic Ranch Patio Homes, stated that he had put together a coalition of residents along the corridor to work with developers in the area. He described the work of the coalition and its alliance with the SAP. He did not support the current proposal with two generic commercial strip malls and high-density homes and he noted that the SAP survey indicated a preference for affordable senior housing, but otherwise wanted housing limited. He advocated for mixed-use and pedestrian-friendly buildings and for eliminating all townhomes along Highway 42 and replacing them with an anchor restaurant and creatively designed buildings. He said to go ahead with building the 17 duplex units, but stated that the SAP survey encouraged the City to have main-floor master bedrooms to retain empty nesters and have a sidewalk connecting the area like Forest Park, which had a 70-80% occupancy rate. He stated that the park area would increase commercial occupancy and there could be concerts in Steel Ranch Park. He advocated for no townhomes and more commercial development. He stated that this was one of the last key lots available in Louisville.

Diehl stated that he remained un-swayed by the proposal because it was a downgrade of commercial offerings from the current plan. He understood that residential was profitable and that things had changed but this proposal did not match the SAP. He noted that a huge number of citizens were involved in the SAP and he thought that it was acceptable that the property be aligned with SAP because the area had not yet been developed in the intervening years.

Howe stated that we were in a different place than we were a few years ago. He weighed different concerns, including that citizens were concerned that this was not commercial enough while at the same time this proposal offered residential to counterbalance and alleviate the commercial issues in the city. He noted that this would not necessarily increase the quality of life for residents. He liked the idea of more residential and he did not think that more commercial would serve the city's long-term interests.

Moline agreed with Commissioner Howe and stated that he wanted to see the SAP in this application. He did not think that if they waited for something new that anything would happen; he predicted that they would be looking at a pile of dirt. He wanted nothing more than to see the original existing approval realized, but he did not think it was going to happen in the current climate. He noted that other areas in the city were taking a new approach to mixed use and taking off. He stated that he was comfortable approving the GDP Amendment with the broad outlines knowing that the Commission would have the opportunity at the PUD stage to address some of the concerns around the 'gateway effect' voiced by residents.

Hoefner stated that the input received during this process had been good and he encouraged the public to stay involved if the project moved to the PUD stage. He did not think that there was a market for the original plan and noted that there was a lot of vacant commercial in the city. He added that this was a time when the city was grappling with housing affordability and more housing could not hurt in that regard.

Diehl asked if it was advantageous to add a condition motion to make sure the PUD aligns with the SAP, specifically regarding that the buildings that front Highway 42 are one story.

Hoefner asked if that was an appropriate condition format.

Ritchie replied that such a motion was within discretion. She explained that the SAP had flexibility for second-story options in areas where it recommended single stories. She noted that the applicant had heard the Commission's opinion on the SAP and the number of stories and added that there was a Comprehensive Plan update in the works that might override some of the Small Area Plans and further amend them.

Moline asked about Commissioner Diehl's concern about the two-story buildings on the corridor.

Diehl explained that the conceptual plan was not binding but it did anchor the development for future plans, so he was concerned about the look and feel of that area, and the effects of the view shed.

Ritchie noted that what could have been approved for height in the original plan didn't meet current policy.

Moline stated that he was hesitant to add to an approval at this point in part because he could be compelled at a PUD stage to consider creative along the highway that combined one- and two-story structures, and he was worried how conditions would limit future creative options, even though he did share some of the concerns about creating a solid wall effect along Highway 42.

Hoefner stated that he did not think they were approving the conceptual site plan or giving it consideration beyond demonstrating what the applicant was thinking. He stated that the PUD stage was critical here as an opportunity to get the details right. Hoefner stated that he liked setbacks, but those were all PUD-level issues and limiting those options would limit choices in the future.

Howe made a motion to approve Resolution 10, Series 2021. Moline seconded. Motion passed 3-1, with Commissioner Diehl voting nay.

Howe stated that he appreciated the public involvement and staff work on the item and he wanted the development to serve the citizens and the developer.

STAFF COMMENTS

Ritchie shared that there were energy conservation updates for building code on the City Council work plan. She added that a Title 17 amendment would come before the Commission regarding Electric Vehicle charges and dark sky lighting also had direction from Council as a standalone amendment.

COMMISSIONER COMMENTS

None.

ADJOURN

Howe moved and Moline seconded a motion to adjourn. Meeting adjourned at 7:49 PM.

**Planning Commission
Meeting Minutes
November 11th, 2021
Electronic Meeting
6:30 PM**

Chair Brauneis **called the meeting to order** at 6:30 PM.

Roll Call was taken and the following members were present:

Commission Members Present: Steve Brauneis, Chair
Dietrich Hoefner, Vice Chair
Debra Williams, Secretary
Ben Diehl
Keaton Howe
Jeff Moline

Commission Members Absent: None

Staff Members Present: Lisa Ritchie, Interim Dir. of Planning & Building
Safety
Ellie Hassan, Planner
Kim Bauer, Historic Preservation Planner
Amelia Brackett Hogstad, Planning Clerk

APPROVAL OF AGENDA

Diehl moved and Howe seconded a motion to approve the November 11, 2021 agenda.
Motion passed unanimously by voice vote.

APPROVAL OF MINUTES

Williams moved and Diehl seconded a motion to approve the October 14, 2021 minutes.
Motion passed unanimously by voice vote.

PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

None.

NEW BUSINESS – PUBLIC HEARING ITEMS

The Foundry GDP: A request for approval of the 7th Amendment to the Takoda General Development Plan to allow up to 59 dwelling units and 20,000 sf of commercial development (Resolution No. 16, Series 2021). – REMANDED BACK FROM CITY COUNCIL

- Applicant: Brian Bair, Mass Equities
- Case Planner: Lisa Ritchie, Interim Director

All required notice was met.

Howe stated that he was not in attendance at the June 24th meeting and had reviewed the minutes and video from the meeting he had missed. Commissioners Brauneis, Williams, and Moline disclosed their absences from previous hearings and stated that they had reviewed all relevant materials, as well. Commissioner Williams added to her statement that she had also watched the Council minutes. She disclosed that she lived near the property but had heard multiple iterations of the application and felt she could be impartial.

Ritchie noted that all of the commissioners had voted at one time or another over the course of the multiple times this application had come before the Commission in 2021, but tonight would be the first time they had all voted at once due to the various commissioner absences at previous meetings. She shared that there had been public statements that the timing of the previous hearings had been manipulated to affect the voting, but she explained that all of the commissioners had voted on the application across the multiple hearings and had they all been in attendance at once the vote would have been 4-2. Ritchie went on to explain that the application had gone before City Council on October 5th and had been remanded back to the Planning Commission with direction to consider more senior housing and commercial.

Williams stated that she had not voted in August.

Ritchie presented the application, stating that senior housing had been part of the previous approval and describing the relevant regulations and guidelines from the City guiding the application and its review.

Diehl asked about the 5,000 square feet of commercial change and the effect on density.

Ritchie replied that the residential density would not decrease but from a site plan perspective there was adequate room to accommodate an additional 5,000 square feet of commercial. The developer had not updated the site plan because it was conceptual and the plan would likely be changed from talking with neighbors anyway.

Diehl asked about the maximum Floor Area Ratio (FAR).

Ritchie replied that there was not a maximum for commercial but there was an FAR for the overall General Development Plan (GDP).

Moline asked if there was any data that would lead anyone to think that Louisville was deficient in senior housing.

Ritchie replied that because the city was so short on housing for everyone it was hard to say if people were getting what they wanted, but there was no data that she was aware of that would tell either way.

Moline stated that affordability was an issue for everyone in the city and at this point in our country's history there may be a greater need for general affordability than a designation for a particular portion of the population.

Diehl asked about the price per unit that had been mentioned at the Council meeting.

Ritchie deferred to the applicant.

Brauneis replied that the numbers given at that meeting were \$5-700,000 per individual unit and were a broad estimate.

Williams observed that senior housing and housing for 55+ (or “55+”) were vastly different products. Senior included independent and assisted living and there was always a need for more, whereas 55+ was not available anywhere in the city even though surrounding cities had housing with that restriction.

Ritchie agreed that Council thought that was important.

Brauneis stated that the goal was not affordability for 55+ because those were market-range units, and he wondered about the utility of having housing designated for 55+ that was market-rate.

Ritchie noted that BVSD had had enrollment issues in the past and there was a concern that overcrowding could be an issue, leading parents to get involved speaking up about that overcrowding in the past. 55+ housing was unlikely to have school-aged children and so that was one direct way that a housing development could reduce the impact of local schools. She observed that it was a certain housing need and style that provided for local residents and empty nesters and allowed them to have a higher likelihood of getting a house in the city.

Brauneis asked for clarification on senior housing.

Ritchie replied that the Boulder County Housing Authority (BCHA) used “senior” on its website but that included income restrictions.

Brauneis asked if those were affordable rentals and noted that Balfour was privately operated.

Ritchie replied that Balfour was a different animal than what the Foundry would be.

Brauneis noted that the 55+ housing was different than what existed for senior housing elsewhere in the city. He asked if the recent Equity, Diversity, and Inclusion (EDI) report addressed housing.

Ritchie replied that the EDI task force had brought recommendations to council, including on housing accessibility and equity, which encompassed a number of concerns. Council did not address any specific action items as a result of the task force but the task force had recognized housing as important. Ritchie explained that the Comp Plan was required by state statute and was mostly an advisory (and not regulatory) document that could include recommendations for changes and included community-driven policies for the future. It was rare to have specific guidance in a comprehensive plan for a specific property, but there were usually policies and

principles that directly applied to the application. In this case, the Comp Plan was relevant because this application included residential and due to the GDP criteria.

Howe asked if there was a requirement for ownership and/or occupancy tied to age.

Ritchie replied that the language was a requirement of occupancy and did not speak to ownership.

Howe asked if units could be occupied for a month and then rented out and asked how the additional 5,000 square feet of commercial would change the traffic.

Ritchie replied that they had done a trip generation with the added square feet but they had not created a whole new plan. She noted that the Institute of Transportation Engineers (ITE) Manual had been updated since the version presented in August and she described the table showing the traffic study.

Williams described 55+ housing characteristics, which she stated was a product that the city did not have much of and that the Council had asked the Commission to address.

Ritchie added that design elements aimed at the 55+ market could drive attraction, as well.

Brauneis stated that 55+ would not include those design elements and observed that it would have to be occupied by at least one person who was 55 years old or older.

Ritchie added that the requirement would run with the land, in perpetuity.

Williams noted that other cities had enacted 55+ policies.

Ritchie agreed that such policies were on the books in other places.

Moline asked about the reasoning behind talking about senior housing in this location, summarizing that it was not defined in the Comp Plan but that it had been part of a previous subdivision agreement. He asked if that summary was correct.

Ritchie confirmed.

Diehl stated that the Commission had previously approved the removal of that requirement, which Council had not liked.

Ritchie confirmed.

Brian Bair, 7552 North 83rd street in Longmont, shared the proposed changes and noted that 55+ provided a diversity of product so the developers were comfortable with the proposed requirement. He added that the commercial addition was added in response to Council and Commission feedback. He stated that conceptual site plans were always tricky at this stage, and even though they weren't required the development team liked to get something out there to engage the community before the layout and unit types would come in the subsequent phase. He hoped that people had seen that they were

flexible, but he stated that they also had to deliver a product to the market and the community. He shared that he was proud of the community engagement they had done and stated that over 60 people had attended their presentations and they had made a number of changes throughout the process. He finished by stating that the proposal included things that were needed in Louisville.

Williams stated that Lanterns was not 55+ and she did not think there were any 55+ in Louisville, and asked about Inclusionary Housing Ordinance requirement.

Bair replied that they planned to meet the requirement but they had not decided how.

Diehl asked how this proposal was less dense.

Bair stated that it was less than what could be built and added that the current approved plan was for three-story buildings whereas the proposal was for two-story.

Diehl clarified that 5,000 square feet would be added, which would increase density.

Moline asked about how the developer had responded to requests from the community to having more commercial.

Bair stated that they had looked into the commercial around the site and had found that in that area there was over 140,000 square feet of vacancy made up of different types of commercial. They planned to build something that was more neighborhood-serving, which was different from what was currently out there.

Mark Thompson, 782 Treece Street in Steel Ranch, stated that he and his wife were impressed by the Mass Equities team and the changes they had made to the original plan, including eliminating a drive-thru option and lowering height maximums, among other changes. He noted that no other developers had been forced to provide 55+ and it did not seem to be fair to put that on Mass Equities. He stated that the developers were proposing to design homes that would be attractive to 55+ without the need to manage and police age restrictions. He stated that the commercial vacancies previously described in the meeting did not include the planned commercial developments that in the area and he supported the 20,000 square feet proposed. He had been told that the majority of residents closest to the development were not in favor of the development, but there were upwards of 200 more homes in the neighborhood and he knew firsthand that many of those residents were in support of that plan. He and his wife supported the plan overall and encouraged its approval.

Gary Larson, 2189 Park Lane in Steel Ranch, stated that he lived directly across from the development and had been involved in the previous iteration. He stated that the adjacent community of patio homes with main-floor master bedrooms had not wanted 55+; instead, they had wanted the main-floor master concept. He and his wife had made the move to the houses with master bedroom that included other elements that worked for senior residents and that's what residents wanted, not necessarily the 55+ restrictions. The adjacent community would like not to see the townhomes creating a Highway 42 tunnel and they wanted to see something like a dedicated sit-down

restaurant instead of a strip mall. They wanted more inviting designs and they had not gotten any feedback or engagement from the developer on the restaurant piece.

Jeff Gass, 784 Meadowlark Lane in Steel Ranch, thanked the Commission for their multiple reviews and stated that Mass Equities had been very forthcoming with the community and responded to what they thought Council wanted. He did not understand the age restriction requirement because once they got to the PUD because that's when the residents' concerns about the product would be addressed. Since the Commission had approved 15,000 square feet and up to 59 homes to be built, he did not see why there was any reason that the Commission would not approve the changes. He noted that empty storefronts did not produce any tax revenue and they wanted quality development in the area so the limited commercial made sense and he was looking forward to the presentation of the PUD once this GDP Amendment was approved.

Brauneis offer the applicant the opportunity to address the public comment and share any additional considerations for the Commission.

Bair stated that they were active in the commercial market and they had been talking to operators and brokers about the commercial space because that was something they wanted to understand if they were going to increase the commercial. They thought the 15,000 was doable and viable and they could deliver the types of tenants that the community was asking for and was reflected in the concept plan.

Brauneis asked for a response to the 55+ design elements.

Bair replied that the elements were fine if that was what the market could support and what the community wanted. He stated that that would be part of the PUD process.

Diehl asked for elaboration on the return on investment from residential units versus commercial. He assumed that right now residential was lucrative compared to commercial.

Bair replied that it was a tough question and would depend on factors like location and type of commercial tenant. He stated that he generally disagreed, noting that there were pockets where commercial drove a higher ROI but it was hard to make that statement ahead of time since tenants were the biggest driver for commercial and markets changed.

Williams stated that she thought they would own the commercial and rent it out to make money but it sounded like there were multiple options.

Howe stated that the Mayor said she would like to require the affordable housing versus allowing a fee-in-lieu.

Bair stated that he was already required to comply with the inclusive housing ordinance and he would like to maintain flexibility with the fee-in-lieu as an option.

Ritchie stated that staff continued to recommend support and added that given some of the policies in the Comp Plan the Commission could find that it further supports the Comp Plan policies for housing.

Hoefner stated that he appreciated the applicant for coming back a third time and that he found the instruction, or lack thereof, from Council a little puzzling in terms of why it was coming back to the Commission. He did not have an objection to the change from 15 to 20,000 square feet. He had a strong objection to the 55+ requirement due to a practical concern around enforcement and tracking of occupancy. He noted that the public comment regarding design could be addressed in the PUD stage and he did not have an issue with that. He stated that it was within the developers' prerogative to bring a design that made sense, though he was not suggesting there wasn't a need but he thought it was bad policy to issue a restrictive deed covenant saying who can live in particular homes. He understood that there was an exemption under the FHA but just because you can do it doesn't mean you should. He noted that the Commission would be hesitant to restrict housing to most other classes of people. He stated that it would be a mistake to lock in a permanent restriction when future situations may change and he would probably be supporting an amendment to that end.

Diehl stated that his opinion on residential versus commercial was well-documented and given that Council did not have an issue with that piece he asked if he should set aside his opposition there and focus on the two issues that Council had identified.

Brauneis replied that procedurally there were no requirements or guidance and that Commissioner Diehl could comment on what he wanted to comment on.

Diehl reiterated his previous opposition, stating that there would be situations when land was zoned for commercial and was sitting vacant. He thought they would continue to see owners and applicants say that they could not develop that land due to the market, but it was his contention that there was a bit of a holding period and the carrying cost was very low for investment property today and they could hold property. He understood that residents would want things to move along and that developers had the ability to wait out citizens and commission members. He stated that he was aligned with Commissioner Hoefner on not requiring 55+ and stated that it was an artificial construct to put on a \$750,000 square foot townhome. He was in favor of more commercial overall so he supported the increase in commercial.

Williams respectfully disagreed with Commissioner Hoefner on the 55+ restriction. The 55+ was accompanied by the Inclusionary Housing Ordinance restriction and those were similar restrictions. She noted that other cities had no issues with the 55+. She stated that it was important that this development serves the neighborhood and the South Boulder Road Small Area Plan addressed this Highway 42 corridor, focusing on the direction for residential properties in that corridor. She stated that she also did not think they were meeting their fiduciary responsibilities regarding commercial in this area.

Moline stated that he was in support of the overall concept as he had been at a previous hearing. He shared reservations about the 55+ restriction for reasons Commissioners Hoefner and Diehl stated. He saw that the applicant was willing to comply with the Inclusionary Housing Ordinance and that inclusive housing and 55+ were not the same.

He was not sure that 55+ was as crucial for our city as housing was in general. He appreciated having more commercial and noted that, yes, it cost the City to serve those residential areas but at the same time there was a need in the community and each site did not necessarily have to balance itself financially.

Howe asked if this was the right time to develop the area because we know that things are constantly changing. He thought that the changes that had been made were appropriate and would serve the community and add a neighborhood feeling to the Steel ranch area. He saw a need to decouple senior housing and 55+ and noted that the Council remarks included references to senior housing and he had not seen a discussion in the minutes of 55+. He agreed with the comments about making a motion to remove the 55+ deed restriction. He agreed with the Mayor that they were making it too easy to get out of affordability with the fee-in-lieu option.

Brauneis stated that the affordable housing ordinance was written five months ago and if the goal was that in all circumstances they had to build the units then he would have expected a different law. He would love to see the units built but given the law the fee was an option. He noted that commercial was forever changing and that there was more surrounding Louisville than there ever was before. He did think that 55+ was what Council wanted to see and he asked how this was getting at diversity issues. He observed that requiring 55+ would allow for de facto accessible design and noted that that product had been provided elsewhere within Steel Ranch without those requirements. Because the applicant had proposed the 55+ units, he was okay with proceeding with that language and he thought that was what it would take for Council to approve it.

Williams stated that people 55 and over wanted to stay in Louisville and using the deed restrictions or mandating was how to get there. She added that it was poor city planning to have residential on a major highway and if there were any changes made to this she would vote no.

Diehl echoed that he did not view the Commission's role as facilitating the development of every undeveloped property in the city. It was to approve or reject the application based on whether it met the relevant documents and public comment. He noted that there had been arguments made about the Inclusionary Housing Ordinance that the fee-in-lieu would increase home prices overall. He stated that there would be a lottery and these would be sold in a week or less and that was a drop in the bucket regarding the housing shortage and affordability.

Howe responded to Commissioner Williams' comments, noting that south of South Boulder there were residential areas along Highway 42 so this would not be the only residential area on 42.

Williams pointed out that it was 55 mph coming southbound from Longmont and was lower once you left the Hecla area, making north and south of South Boulder Road vastly different.

Moline stated that he thought this proposal met the Comp Plan and was compliant with all of the planning issues per the Code. An important part of their deliberation was to

treat every application fairly and he found that this one complied with the Comp Plan, the Highway 42 plan, and the Code.

Brauneis agreed and added that it was not the Commission's role to develop properties, but rather to respond to the proposal at hand. Given what was proposed, he was in support of the application.

Hoefner agreed with Commissioner Moline and Chair Brauneis that their job was to apply the law as written, though that did include debate about what it meant to do that. But if a proposal met the requirements it met the requirements.

Moline made a motion to approve Resolution 16, Series 2021.

Hoefner offered a second to the motion with an amendment to changing the language in the final substantive paragraph to: "reduce the requirement for occupancy by persons 55 years of age and older from 24 dwelling units to 0 dwelling units," with the change being taking the number from 12 to 0.

Moline stated that he was prepared to see what happens if the proposal remained the same as what was in the staff report, so he declined the friendly amendment for the time being.

In support of the amendment, Commissioner Hoefner stated that he understood that Council had expressed concern but at the same time they sent it back to the Commission for their recommendation and they had an obligation to offer what they thought the right thing to do and that's what he thought was right. In his view the right thing to do was to eliminate this requirement.

Brauneis asked for clarification, stating that he gleaned from Commissioner Hoefner's statement that Commissioner Hoefner understood Council as wanting the Commission to include the 55+ even as Commissioner Hoefner was arguing for an amendment to take out that requirement.

Hoefner confirmed and stated that his recommendation would be a polite way of saying, look, you sent this back to us and to the extent you were suggesting we ought to have these deed-restricted units we disagree and we stand by what we original recommended.

Ritchie added that independent of how the Commission voted the applicant had the discretion to move forward with the Commission's recommendation or move forward with the 55+ requirement to Council.

Discussion of voting procedure.

Moline stated that he did not have a strong feeling on the 55+ piece and he was prepared to keep the amendment in the motion.

Howe suggested keeping the 55+ in perspective, stating that this it was just over 20% of the units reserved for 55+ and not a majority of the units.

Hoefner asked if they could see how many votes there were for the amendment and Chair Brauneis asked for additional comments from the Commission.

Howe stated that it was not a large proportion of the units that were 55+ and he saw the value in that. The accessibility for senior housing was important. He understood the concern that having it be 55+ limited the options for some homeowners.

Brauneis stated that he was stuck on the fact that Council clearly wanted something addressed for 55+. While he appreciated that the Commission may think that it was not necessarily good planning, he did not know if it was a respectful statement since they had given clear direction that that's what they wanted. It was clear to him that the applicant was going to have to address this issue when they came before Council and so he did not know what they were accomplishing by taking out the requirement.

Hoefner stated that Commissioner Moline had accepted it as friendly and they could vote on the resolution as amended first.

Williams stated that you run the risk of this body not being as helpful to the Council and it may backfire. She found it inappropriate to Council to do this.

Brauneis noted that they were selected by and serve Council and he was weighing that Council had been clear that they wanted to see this issue addressed versus what was good planning, and he did not know which outweighed the other.

Williams stated that the Commission served at the pleasure of the Council.

Hoefner stated that they were a recommending body and this was sent back to them for additional consideration and deliberation. It was one thing to have a difference of opinion on what is or isn't good planning or policy and as a recommending body they ought to make a recommendation that they thought was the correct one. Council could overrule them if they wanted and he did not think it was disrespectful to disagree.

Howe stated that in the long-term the needs of the City today may not be the same as the needs tomorrow, and 55+ would limit the flexibility of housing which was very valuable and limit it to a certain age group. The same effect could be achieved through the style of the housing units and did not know if it was their decree to say that a certain age can live in a certain location.

Williams stated that the Denver Regional Council of Governments forecasted that cities in the area were not prepared for the forecasts for the silver tsunami.

Brauneis asked Commissioner Moline about accepting it as a friendly amendment.

Moline stated that he accepted it as friendly and would see where it would go.

The motion that had been moved by Commissioner Moline and seconded with a friendly amendment by Commissioner Hoefner was put to a roll call vote and passed 4-2.

Commissioners Moline, Hoefner, Howe, and Chair Brauneis voted yay and Commissioners Williams and Diehl voted nay.

Brauneis stated that the motion carried.

McDonalds PUD Amendment: A request for approval of a Planned Unit Development Amendment to allow minor site modifications and signage changes. (Resolution No. 15, Series 2021).

- Applicant: Tiffany Roth, Rogue Architects
- Case Planner: Ellie Hassan, Planner II

All required notice was met and there were no disclosures.

Hassan shared the proposal for the 4th PUD Amendment for the McDonald's to allow the interior and exterior renovation of the existing building and site. She described the site development history and the changes that would occur with the proposal, including changes to pedestrian, ADA, and vehicular movement and parking, along with changes to signage and the façade. The application included six waivers, including waivers to parking spaces, landscaping, and signage.

Williams asked about the additional sign.

Hassan stated that that sign was not on the site currently and the "M" was a new sign.

Hoefner asked about the changes to the façade.

Hassan described the materials and paint changes to the façade.

Diehl asked about the additional screening on Dillon Road.

Hassan described the proposed shrubs and trees and stated that staff believed it was helpful to the site as this area was the only site location with enough room to add landscaping. In addition, it would help screen the drive-thru from Dillon a bit more effectively.

Robert Palmer, in Franktown, stated that the site was a bit unique as there was an overlay in addition to the municipal code. He shared that during peak hours traffic backed up through the parking lot, so even though they were losing parking spaces the new configuration would allow parking and circulation to work better than it was now. He stated that there were also changes regarding updating and modernizing McDonald's buildings to avoid having old buildings out there and they wanted to increase ADA and pedestrian access. He added that the menu boards were changing to accommodate the ability to show the order on the menu board and the resizing was not about increasing the advertising space.

Brauneis asked for closing statements and public comments. Seeing none, he closed the public hearing and requested commissioner discussion.

City Council Meeting Minutes

**October 5, 2021
Electronic Meeting
6:00 PM**

Call to Order – Mayor Stolzmann called the meeting to order at 6:00 p.m. **Roll Call** was taken and the following members were present:

City Council: *Mayor Ashley Stolzmann
Mayor Pro Tem Dennis Maloney
Councilmember Kyle Brown
Councilmember J. Caleb Dickinson
Councilmember Deborah Fahey
Councilmember Chris Leh
Councilmember Jeff Lipton*

Staff Present: *Megan Davis, Interim City Manager
Rob Zuccaro, Interim Deputy City Manager
Nathan Mosely, Parks, Recreation, & Open Space Director
Ember Brignull, Open Space Superintendent
Lisa Ritchie, Interim Planning & Building Safety Director
Megan Pierce, Economic Vitality Director
Austin Brown, Economic Vitality Specialist
Meredyth Muth, City Clerk*

Others Present: *Kathleen Kelly, City Attorney*

Mayor Stolzmann noted that because of the COVID-19 emergency the meeting is being held electronically. She gave information on how the meeting process will work and directions for those dialing in on how to participate when it is time for public comments.

APPROVAL OF AGENDA

Mayor Stolzmann called for changes to the agenda and hearing none asked for a motion. Councilmember Brown moved to approve the agenda, seconded by Councilmember Dickinson. **Vote:** All in favor.

PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA AND THE CONSENT AGENDA

Item expected to be tabled.

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Chief John Willson, Louisville Fire District – Joined the meeting for his 4th quarter check-in and safety talk. October 3rd – 9th is fire prevention week and this year's topic is "Learn the Sounds of Fire Safety". Chief Wilson discussed the importance of smoke/carbon monoxide detectors and that they should be placed in every bedroom and on every floor of a home. If the alarm goes off for either smoke or carbon monoxide, get everyone out and call 9-1-1.

Mayor Pro Tem Maloney expressed concern about elderly residents getting on ladders to install detectors or change batteries and asked what assistance the fire department can provide.

Chief Wilson said residents can call the fire house using the non-emergency number and they will be happy to visit homes to change batteries or install new detectors.

APPROVAL OF THE CONSENT AGENDA

Mayor Stolzmann asked for changes to the consent agenda; hearing none she asked for a motion. Mayor Pro Tem Maloney moved to approve the consent agenda, seconded by Councilmember Leh. **Vote:** All in favor.

- A. *Approval of Bills***
- B. *Approval of Minutes: September 14, 2021***
- C. *Approval of Resolution No. 68, Series 2021 – A Resolution Approving the Assignment of the Business Assistance Agreement with C2X Group LLC to TGR Group LLC***
- D. *Approval of Resolution No. 69, Series 2021 – A Resolution in Support of an Application to the Colorado Department of Local Affairs Innovative Housing Strategies Planning Grant Program for the Conduct of a Housing Study for the City of Louisville***

COUNCIL INFORMATIONAL COMMENTS ON PERTINENT ITEMS NOT ON THE AGENDA

Mayor Stolzmann let everyone know that the great mural that is going on the Highway 42 underpass is in progress.

CITY MANAGER'S REPORT

Interim City Manager Davis noted the Q3 2021 Economic Vitality Strategic Plan Scorecard was included in the meeting packet.

Mayor Stolzmann stated the marketing materials she received from Director Pierce are exceptional and she is excited to see what is being done to help retail recruitment.

Mayor Pro Tem Maloney stated this report shows the alignment between City Council and economic vitality at the staff work. He appreciates the work his colleagues are doing in the EVC and working with staff.

REGULAR BUSINESS

EQUITY, DIVERSITY, INCLUSION TASK FORCE UPDATE

Anthony Graves, Graves Civic Solutions, informed Council that there have been two EDI Task Force meetings since the last time he updated Council. There were five focus groups conducted with 23 participants. The participants are ethnically diverse, representative of gender diversity, LGBTQIA+ members, diverse in age as well as disabilities. The EDI Task Force assessed the information and distilled it into themes for recommendations for future Council action.

He reviewed the five areas the task force identified for Council to take action on: safe & welcoming environment with language justice, housing, public accommodation/access to services, youth engagement, and public health. He listed proposed short term actions and longer term actions in the recommendations.

The final report is anticipated for November 1, 2021.

Mayor Stolzmann thanked Mr. Graves for his work especially the approach of identifying the five areas of concerns and then offering paths forward on those areas. It helps to see corrective measures that can be taken.

Councilmember Brown thanked the members of the EDI Task Force and everyone who participated in the focus groups. He acknowledged that some of the information was difficult to hear but that doesn't mean it was incorrect. He is looking forward to utilizing the recommendations of the task force to make Louisville more inclusive.

Councilmember Leh appreciated the presentation and thanked everyone on the task force. He appreciated everyone putting themselves out there to provide information. Mr. Graves responded that it took tremendous courage for task force and focus group members to share their experiences the report includes some specific scenarios and anonymous quotes.

Councilmember Dickinson thanked Mr. Graves for the presentation and the work he has been doing the past several months. He noted how complicated the solutions are and how many players are involved i.e. the school district. He stated it is helpful to get to some strategies to get to a better future.

Public Comments – None

Councilmember Leh noted it would be really good to more diverse members of the community to apply for Board and Commission appointments.

Interim City Manager Davis noted modifications were made to the board application this year to help encourage people to apply. She encouraged everyone to get the word out that the City is now accepting applications to boards and commissions.

Mr. Graves thanked Council for their commitment to this process.

THE FOUNDRY GENERAL DEVELOPMENT PLAN AND SUBDIVISION AGREEMENT

ORDINANCE NO. 1815, SERIES 2021 – AN ORDINANCE APPROVING A SEVENTH AMENDMENT TO THE TAKODA GENERAL DEVELOPMENT PLAN TO ALLOW UP TO 59 DWELLING UNITS AND 15,000 SQUARE FEET OF COMMERCIAL DEVELOPMENT – 2ND READING, PUBLIC HEARING (advertised Daily Camera 9/12/21)

RESOLUTION NO. 70, SERIES 2021 APPROVING A SECOND AMENDMENT TO THE FOUNDRY SUBDIVISION AGREEMENT TO REMOVE THE REQUIREMENT FOR OCCUPANCY BY PERSONS 55 YEARS OF AGE AND OLDER

Mayor Stolzmann introduced the item and asked for disclosures; seeing none she opened the public hearing.

Interim Planning Director Ritchie stated this is a request to amend the Takoda General Development Plan (GDP) and a request to amend the Takoda Subdivision Agreement. She reviewed the site and history of the development. The applicant is requesting to reduce the maximum commercial space to 15,000 sf from 76,055 sf; increase residential units to 59 from 32; revise access from Kaylix Avenue to one-way in; remove the requirement for 24 units to be occupied by persons 55 years of age and older; reduce maximum height to 30' from 35'; and revise the lot width and lot size standards.

She reviewed the traffic study and the impact of the average daily trips. She reviewed the densities of the surrounding neighborhoods. The applicant is also asking for revisions to the concurrency requirement asking for 60% of the residential permits to be approved with 50% of the commercial permits and the other 40% of the residential permits be approved with the other 50% of commercial permits.

She reviewed the fiscal analysis of the proposal noting the difference between the low and high scenarios. She reviewed the developments in Louisville and the surrounding areas that have a mix of housing and commercial.

She reviewed the Comprehensive Plan policies and Small Area Plan policies noting the application meets those policies. Staff recommends approval of the ordinance and the resolution.

Brian Bair, Mass Equities, gave the applicant presentation. He gave some history of the company and some of their projects. He showed a possible site plan with the various types of attached housing they have in mind including duplexes and townhomes that are consistent with the Comp Plan and Small Area Plan.

He noted there is very little housing available in Louisville and almost none that is attached housing. He reviewed the commercial market and what might be needed and how this would fit in. He noted this GDP proposal would generate less traffic than the one that is currently in place.

Mr. Bair reviewed the changes they had made to the proposal after getting community input. He noted the proposal meets the Comp Plan and provides attainable housing that is near the core downtown.

Mayor Stolzmann opened the first public comment period.

Tal Kitron – 2258 Park Lane stated he is against the proposal as is. The development doesn't fit with the community and hasn't been well received.

John Leary – 1116 LaFarge Ave – stated he opposed reducing the commercial square footage. More senior housing and affordable housing is needed. He urged a no vote and asked Council to delay new development until the Comp Plan has been updated.

Mark Cathcart – 1763 Sweet Clover Lane – states he has concerns about changing the commercial square footage and additional traffic in the area. He urged a no vote.

Mayor Stolzmann commented that there was no affordable housing in the paired units and asked if it would be in the other units on the property. She also asked if it was allowable to concentrate all the affordable housing in one area of the property.

Interim Planning Director Ritchie stated that at this time the applicant is exploring all their options including the fee-in-lieu.

Mayor Stolzmann commented there is nothing that ensures affordable housing will be built. Interim Planning Director Ritchie responded that the developer will be subject to the inclusionary housing ordinance passed by Council.

Councilmember Lipton asked the applicant if they had an anticipated price point for the housing units. Mr. Bair responded that the market seems to be \$500,000 to \$700,000 for attached housing with less for the town homes. He said this will be hard to determine until there is a real design for the project.

Item expected to be tabled.

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Councilmember Brown asked the applicant why the senior housing requirement has been removed from the proposal. Mr. Bair responded that the intent was to create more diverse, inclusive housing and more of what the local market is looking for.

Councilmember Leh asked the applicant if he had considered doing some senior housing in the proposal. Mr. Bair said that was evaluated and the conclusion was that a non-restrictive product that opened up options for different types of folks was needed.

Public Comments

Gary Larson – 2189 Park Lane – stated he preferred the original Foundry project. He disagreed with the applicant that the community supports this project.

Don Culver – 2147 Park Lane – stated he is concerned over the reduction in the amount of commercial properties. Paired homes are an improvement, but he feels downsizing the commercial is a mistake. Commercial property is what pays the bills.

Carlos Hernandez – Lives near the project and supports it as proposed. He stated the community needs housing. He stated that when we add housing in Louisville we add great people. He urged approval.

Will Fry – stated he would like to see housing with master floor bedrooms help keep elderly people in their neighborhood instead of having to go to a care facility.

Mayor Pro Tem Maloney stated this was the third time he has seen a proposal for this property come before Council. He stated the senior housing is needed in the community. Reducing commercial and increasing residential costs more.

Councilmember Lipton stated that the restriction for senior housing also had to do with the concern over school overcrowding. He agreed with Mayor Pro Tem Maloney that senior housing is needed. He stated he does favor some increased density for new housing. He stated he would like to be able to provide the applicant with direction on what Council would like to see here.

Mayor Stolzmann stated that walkable connected neighborhoods are important to community members. She noted other developments have been approved as mixed use with the residential units built out and no commercial developed. She stated the fiscal impact to the community is large and decreasing commercial is eroding our ability to pay for those things. She does not support the proposal.

Councilmember Dickinson stated he would like assurances the residential and commercial will be developed concurrently. He noted Council wants senior and affordable housing. He stated he supports density, but needs a commitment for senior and affordable housing is also needed.

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Councilmember Brown stated he is disappointed the applicant is getting rid of the senior housing – that is a need in the community. He is also disappointed that this development will not increase affordable housing and decreases commercial development. There is a need for commercial and a market for commercial. He stated he feels this application doesn't support the needs of the community with senior and affordable housing.

Councilmember Leh stated he is concerned about the loss of commercial area in the development. He is bothered the senior housing has been removed.

Councilmember Fahey is concerned about the loss of senior housing and the affordable housing and the loss of commercial space. She doesn't feel she can support this particular proposal.

Mr. Bair stated that a decision hasn't been made on how to adhere to the affordable housing requirements. He is open to discussing the 55+ housing further. The goal is to keep it a mix of housing.

Mayor Stolzmann said this was envisioned as the mixed use section for the area. She noted using the fee-in-lieu doesn't get affordable housing on this site. If Council wants this it needs to be required. Stated she feels the application doesn't meet the minimum requirements of the Comp Plan in its current state.

MOTION: Councilmember Brown moved to remand the GDP back to the Planning Commission noting concerns about affordable housing and senior housing and loss of commercial; Mayor Stolzmann seconded the motion.

Interim Planning Director Ritchie stated the senior housing requirement was in the subdivision agreement not the GDP. If sent back is there specific discussion or feedback or certain direction the Council wants to give the Planning Commission?

Mayor Pro Tem Maloney stated that the commercial piece is similar to what was approved in 2019 and he is okay with the density if the 55+ housing is included.

Mayor Stolzmann closed the public hearing

SUBSTITUTE MOTION: Mayor Stolzmann moved that staff bring back a resolution of denial; Councilmember Brown seconded.

Mayor Stolzmann feels a resolution for denial is the best path forward as sending back would cause confusion for Planning Commission. She would rather see a new application and process. It's eliminates any question of why it doesn't meet our requirements.

VOTE on the substitute motion: A roll call vote was taken; it failed 4-3 with Mayor Stolzmann and Councilmembers Leh and Brown voting yes.

VOTE on original motion: Motion passed by unanimous roll call vote.

**DISCUSSION/DIRECTION – ECONOMIC VITALITY STRATEGIC PLAN ITEM #1-3:
EVALUATE AND POTENTIALLY REVISE BUSINESS ASSISTANCE PROGRAM TO
ALIGN WITH THE CITY’S STRATEGIC GOALS FOR BUSINESS ATTRACTION AND
RETENTION**

Megan Pierce, Economic Vitality Director, presented on evaluation of the Business Assistance Program (BAP). She reviewed the history of the program and the need to evaluate the program and potentially revise it to align with the City’s strategic goals for business attraction and retention.

She reported on the Economic Vitality Committee (EVC) evaluated the BAP program and they recommend the BAP should remain a formal program structure with application, criteria and eligibility. She reviewed the recommendations:

1. Allow businesses to submit a completed application prior to property commitment. Businesses may choose to wait to secure approval or may proceed with lease or closing, at their own risk.
2. Add a rebate of sign permit fees. An applicant may receive rebates of in-house Permit Fees and Construction Use Tax on the sign permit. New signage can be an added expense and burden, especially for a relocating or small business.
3. Provide a bonus to an applicant that signs a lease to operate a retail business in a commercial space that has been vacant for two or more years. The committee supports an incentive that is based on the amount of retail-generating space. Of the Business Assistance Packages approved since 2019, there are three that would have qualified for this incentive.
4. Allow a business relocating within Louisville to be eligible without necessarily increasing physical space. This will enhance the BAP as a retention tool for current businesses. Rebates of Sales and Consumer Use Tax would be limited to “new” increment generated.
5. Allow the City Manager to approve Business Assistance Agreements with rebates of less than \$50,000. Additionally, amendments would be eligible for City Manager approval if the financial impact is less than a 5% increase to the original agreement amounts.

Director Pierce noted that changes to the BAP program would require approval of an ordinance at a future meeting.

Public Comments – None.

Mayor Pro Tem Maloney (member of the EVC) said some of these recommendations should be moved forward and others could use some discussion.

Councilmember Brown asked if this was or wasn't consistent with what other communities that have this type of a program are doing. Director Pierce said Boulder has the most similar program to Louisville and they don't tie their incentives to the signing of a lease. Longmont and Erie also do not have any tie to signing of the lease.

Mayor Stolzmann stated he gets comments from residents asking if permit fees are structured so the cost of rebated fees are covered by other applicants. She wants to be sure rebates are not inflating permit fees. Director Pierce stated General Fund money is used to offset the cost of rebates.

Councilmember Dickinson feels the vacancy bonus incentive is important. It could end up being a pretty big bonus, but it is an opportunity to begin generating revenue from a property that has been vacant for two or more years.

Councilmember Brown stated filling vacancies is a great idea but what if a Louisville business moves into a vacant space and it will create another vacancy. Would they still be eligible?

Councilmember Dickinson responded this is about occupying a vacant space that has been vacant a long time.

Councilmember Brown stated he is concerned about the unintended consequences of this proposed change.

Mayor Stolzmann thinks it would be beneficial if this incentive were available to specific properties.

Mayor Stolzmann stated we should identify critical properties and put that information out there. We should be willing to negotiate non-traditional packages for certain properties.

There was consensus on allowing Louisville Businesses to participate and on the recommendation for Administrative Approval for agreements with less than \$50,000 in rebates.

Staff will bring this back for additional discussion or action at a later date.

DISCUSSION/DIRECTION – OPEN SPACE ZONING SCOPE OF WORK

Nathan Mosley, Director of Parks, Recreation and Open Space, stated open space zoning is part of this year's work plan. Staff presented the most recent recommendations to the Open Space Advisory Board and the board unanimously approved the

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recommendation included in the Council packet. The next step is to get direction from Council, survey the properties and begin the zoning process.

Staff recommends moving forward with the process for Dutch Creek Open Space, Walnut Open Space and Daughenbaugh/Warembourg Open Space, but to delay rezoning on Coal Creek Corridor from US 36 to Dillon Road, the Olsen properties and Lake Park based on information included in the memo.

Public Comments – None

There was discussion regarding the boundary line between the golf course and the open space on the far west side. Director Mosley said that a 20 foot buffer from the golf course property line was added as an additional buffer in case the golf course needed to do maintenance. Director Mosley will double check the property line and the open space boundary line.

Discussion for the Walnut Open Space included including a parcel of land that is a utility easement and trail access. Consensus at this time will be to accept the open space as presented but to revisit the issue when trails are reviewed to be included as open space.

There was a short discussion regarding the Daughenbaugh/Waremborg Open Space proposal with acceptance of the map as submitted.

Council asked staff to move forward with the platting process of 96th Street so the survey can be completed for the open space.

Council reiterated that they are not interested in zoning Lake Park as open space. They understand this is a park and it needs a master plan.

Council gave direction to have Dillon platted to provide clarification on the parcel at the southwest corner of Dillon and 88th. It appears that the parcel is partially in the county and partially in the City.

Mayor Stolzmann asked staff to research including a piece of land adjacent to the Mayhoffer Farm at Highway 42 as open space.

**ORDINANCE NO. 1817, SERIES 2021 – AN ORDINANCE APPROVING THE
VACATION OF A 125-FOOT BY 30.60-FOOT WIDE RIGHT-OF-WAY LYING SOUTH
OF LOT 9, BLOCK 10, LOUISVILLE HEIGHTS SUBDIVISION IN THE CITY OF
LOUISVILLE (601 MCKINLEY AVENUE) – 1ST READING, SET PUBLIC HEARING
10/19/21**

MOTION: Mayor Stolzmann introduced the item by title and moved to approve the ordinance on first reading and set the public hearing; seconded by Councilmember Leh

Item expected to be tabled.

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VOTE: Motion passed by unanimous voice vote.

ORDINANCE NO. 1818, SERIES 2021 – AN ORDINANCE AMENDING CHAPTER 5.08 OF THE LOUISVILLE MUNICIPAL CODE TO AUTHORIZE THE LOCAL LICENSING AUTHORITY TO ISSUE FESTIVAL PERMITS AND TO UPDATE STATUTORY REFERENCES IN THE CHAPTER – 1ST READING, SET PUBLIC HEARING 10/19/21

MOTION: Mayor Stolzmann introduced the item by title and moved to approve the ordinance on first reading and set the public hearing; seconded by Councilmember Lipton

VOTE: Motion passed by unanimous voice vote.

CITY ATTORNEY'S REPORT

None.

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

Mayor Pro Tem Maloney spoke about the City Manager recruitment process and the possible schedule of interviews. A more specific schedule will be forthcoming.

Mayor Stolzmann wants to discuss amendments to the code to allow sledding in certain areas of open space as a future agenda item before wintertime.

Councilmember Fahey would like to have a discussion item for compost, recycling, and trash pickup for multifamily and commercial buildings. Staff will add this to the 2022 work plan discussion.

ADJOURN

Members adjourned at 10:46 pm.

Ashley Stolzmann, Mayor

Meredyth Muth, City Clerk

Item expected to be tabled.

Lisa Ritchie

Subject:

FW: Foundry - My Letter Missing From Packet??

Nov. 10, 2021

Louisville Planning Commission,

After the City Council meeting on 10/5/21, where Council unanimously remanded Mass Equities' (M.E.) "GDP back to the Planning Commission, noting concerns about affordable housing, senior housing, and loss of commercial", I hoped that Mass Equities' revised GDP would address these issues in a creative way, meeting the needs of the City and the adjacent neighborhood. I am very disappointed in M.E.'s revised GDP, and ask that the Planning Commission DENY it.

Mayor Stolzmann (10/5/21 CC meeting) pointed out that the "application doesn't meet the minimum requirements of the Comp Plan". In fact, the minimal changes M.E. made to the GDP proposal were to:

1. Require only 12 of the 59 total units (20%) to be age-restricted to 55+ (vs. 24 units, or 75% of the original 2016 Foundry PUD).
2. Provide only 8 units (12%) that meet the city's affordability requirements or provide fee-in-lieu payment.
3. Increase the maximum commercial development from 15,000 sf to 20,000sf. Without a change to the concurrency requirement, there would be 15,000sf at full build out. However, "the final 5,000 sf would be constructed at the applicant's discretion." I interpret this to mean that M.E. could walk away from building the final 5,000 sf of commercial space.

The City Council, Planning Commission, and the 62 homes in the adjacent neighborhood have had concerns about 4 high-density townhome buildings along 95th. Louisville's Small Area Plan envisions "Views into the community" (p.19) and "Buildings along ...Hwy42/95th should primarily be 1 story" (p.28). One of the Planning Commissioners even referred to the proposed townhomes along 95th as "a Townhome Tunnel" when entering this critical north corridor into the city. M.E. still envisions these townhomes, instead of the SAP's "Opportunities for Shops, businesses and services on corridor" (p.12). The surrounding 1,800 homes that could easily walk here would love an anchor restaurant, but M.E.'s proposal is a generic strip-mall. The anchor restaurant of the approved 2016 PUD was the main reason the entire Steel Ranch community fully supported the PUD.

Even though M.E. is agreeing to a minimal amount of Senior housing, they apparently don't understand the concept. Their "Concept Site Plan" still shows all of their residences as "2 Story Units". All 62 of the Senior housing in the adjacent neighborhood have *Main Floor Master Bedrooms*, with wider doors and other Senior and Disabled amenities. We are part of a Planned Community, and would like to see the Foundry be consistent with more, if not all, of the units planned for Senior and Disabled. All 7 City Council members wanted more Senior housing.

M.E.'s website (www.masseq.com/portfolio/) used to tout that it would be "Relentless in our pursuit of the highest returns" for its investors, but have recently taken this crass slogan off of their site. However, they still show their 4 story, high-density residential buildings and strip-malls that are the focus of their business in Las Vegas, Santa Monica, and Colorado. The developer mentions building "25 projects in Colorado", but has never elaborated, other than touting "South Main" in Longmont, their five 4 story buildings that bring to mind Soviet-era housing.

Mass Equities has been working on this project since 2019. However, when repeatedly asked what the residential units would sell for, the answer has been that they don't know yet. When pressed by Councilmember Lipton in the City Council meeting, the developer finally muttered "\$500 to 700s". Either they haven't run their Pro-Forma financials (very unlikely), or they're being less than honest with us.

Mass Equities' goal with the Foundry is to build the most residential units they can, with the least amount of strip-mall square footage, then take their profits and run. We need a developer that wants to, and knows how to, complete this wonderful Steel Ranch community.

This Foundry lot is a critical corridor for Louisville – we can do better than Mass Equities and its proposal!

Item expected to be tabled.

Thanks, Gary

Gary Larson
2189 Park Lane, Louisville, CO 80027
M: 303.717.5555
E: GaryLarson@Q.com

Item expected to be tabled.

Lisa Ritchie

From: Teresa Ayandele <teresa.ayandele@gmail.com>
Sent: Thursday, November 11, 2021 8:34 AM
To: Lisa Ritchie; Planning Commission
Subject: Please approve Mass Equities Foundry proposal for Steel Ranch!

Dear Ms. Richie & Planning Commission Members:

As a resident of Louisville, I am writing to you in support of the Foundry project proposed by Mass Equities for the property located at the southwest corner of Hwy 42 and Paschal Road. This project is located at the entrance to our community and we are excited to see the last piece of Steel Ranch completed with new housing and neighborhood commercial. The project has the proper mix of residential and commercial uses and will be well received by the community. I like this model much better than the original Foundry plan. The facade is much improved and in line with the current housing.

Sincerely,

Teresa Ayandele, original Steel Ranch resident/homeowner

Item expected to be tabled.

Lisa Ritchie

From: Don Culver <don.culver@epiqwest.com>
Sent: Wednesday, November 10, 2021 12:17 PM
To: Planning
Subject: Foundry GDP

This is to provide limited comments on the changes the developer is proposing across the street from our residence. I reviewed it and I see very limited movement from the developer to accommodate Louisville or the Steel Ranch community. I do understand that their vision is purely economic while ours is directed towards a vision that will enhance the southern entrance into our city while providing a rewarding and successful commercial experience. A successful outcome on that property would benefit the residents of Steel Ranch, the proposed homes at the Foundry, Lanterns, the other surrounding neighborhoods and our city. I see little to no benefit to the large two story apartment structures. They in fact may have an opposite negative effect on the overall success of the commercial and residential portion.

The original Foundry was a well-conceived vision. It would likely need some updating but with minor changes could likely be very successful. I'm unsure as to why the original Foundry approval is being totally abandoned.

Thank You for your continued work on this project

Donald E. Culver, MSFS, CLU®,

ChFC®

Senior Advisor

Epiqwest Culver Wealth Advisors, LLC
360 Interlocken Blvd Suite 104 •
Broomfield, CO 80021

Phone: 303.442.3670 x101

Fax: 303.442.1749

Email: don.culver@epiqwest.com

Web: www.epiqwest.com



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Item expected to be tabled.

Lisa Ritchie

From: Will Fry <willfrymd@gmail.com>
Sent: Thursday, November 11, 2021 3:25 AM
To: Planning
Subject: Foundry Plans

Planning Commission,

After the City Council meeting on 10/5/21, where Council unanimously remanded Mass Equities' (M.E.) "GDP back to the Planning Commission, noting concerns about affordable housing, senior housing, and loss of commercial", I hoped that Mass Equities' revised GDP would address these issues in a creative way, meeting the needs of the City and the adjacent neighborhood. I am very disappointed in M.E.'s revised GDP, and ask that the Planning Commission DENY it.

Mayor Stolzmann (10/5/21 CC meeting) pointed out that the "application doesn't meet the minimum requirements of the Comp Plan". In fact, the minimal changes M.E. made to the GDP proposal were to:

1. Require only 12 of the 59 total units (20%) to be age-restricted to 55+ (vs. 24 units, or 75% of the original 2016 Foundry PUD).
2. Provide only 8 units (12%) that meet the city's affordability requirements or provide fee-in-lieu payment.
3. Increase the maximum commercial development from 15,000 sf to 20,000sf. Without a change to the concurrency requirement, there would be 15,000sf at full build out. However, "the final 5,000 sf would be constructed at the applicant's discretion." I interpret this to mean that M.E. could walk away from building the final 5,000 sf of commercial space.

The City Council, Planning Commission, and the 62 homes in the adjacent neighborhood have had concerns about 4 high-density townhome buildings along 95th. Our Small Area Plan calls for "Views into the community" (p.19) and "Buildings along ...Hwy42/95th should primarily be 1 story" (p.28). One of the Planning Commissioners even referred to these townhomes along 95th as "a Townhome Tunnel" when entering this critical north corridor into the city. M.E. still envisions these townhomes, instead of the SAP's "Opportunities for Shops, businesses and services on corridor" (p.12). The surrounding 1,800 homes that could walk here would love an anchor restaurant, but M.E.'s plan is a generic strip-mall.

Even though M.E. is agreeing to a minimal amount of Senior housing, they apparently don't understand the concept. Their "Concept Site Plan" still shows all of their residences as "2 Story Units". All 62 of the Senior housing in the adjacent neighborhood have *Main Floor Master Bedrooms*, with wider doors and other Senior and Disabled amenities. We are part of a Planned Community, and would like to see the Foundry be consistent with more, if not all, of the units planned for Senior and Disabled. All 7 City Council members wanted more Senior housing.

Item expected to be tabled.

M.E.'s website (www.masseq.com/portfolio/) used to tout that it would be "Relentless in our pursuit of the highest returns" for its investors, but have recently taken this slogan off of their site. However, they still show their 4 story, high-density residential buildings and strip-malls that are the focus of their business in Las Vegas, Santa Monica, and Colorado. The developer mentions building "25 projects in Colorado", but has never elaborated.

The developer has been working on this project since 2019. However, when repeatedly asked what the residential units would sell for, the answer has been that they don't know yet. When pressed by Councilmember Lipton in the City Council meeting, he finally mumbled \$500 to 700s. Either they haven't run their Pro-Forma financials (very unlikely), or they're being less than honest with us.

I feel like Mass Equities is just going to keep repeating the same thing without substantially listening to the City Council. Their plan is in the interest of themselves and not in the interest of Louisville and our local communities.

Will Fry

1178 Paschal Dr

Louisville, CO

Item expected to be tabled.

Lisa Ritchie

From: chaoticnot@aol.com
Sent: Thursday, November 11, 2021 8:44 AM
To: Planning Commission
Subject: Foundry

Dear Ms. Richie & Planning Commission Members:

I am writing to you not in support of the Foundry GDP and future PUD Amendment proposed by Mass Equities for the property located at the southwest corner of Hwy 42 and Paschal Road. We have waited many years to see the mountain of dirt and weeds on the Foundry site transform into the final phase of the Steel Ranch neighborhood. Last fall the Mass Equities team presented options to our community and did not listen to our voices. The prior approved residential plan was too tall, the commercial was too dense and would create additional traffic and congestion in the neighborhood. The Mass Equities plan is not consistent with the neighborhood needs and design direction and I am not in support of their plan.

I live on the corner of Paschal and Kaylix, and we were told of the plans for the land when we purchased the lot, and were in agreement of what was then planned. The Mass Equities plan does not meet the original plans for the site.

Thank you,
Teri Fry
1178 Paschal Dr.

Item expected to be tabled.

Lisa Ritchie

From: whgilbert1@gmail.com
Sent: Thursday, November 11, 2021 4:11 PM
To: Lisa Ritchie
Subject: FW: Support for the Foundry development plan

Hello Ms. Ritchie...I am unable to join the Zoom meeting this evening, but we wanted to again emphasize our strong support for the Mass Equities Foundry project. I am dismayed that the City Council did not approve the plan at the last meeting. We eagerly anticipate the City's approval.

Sincerely,
William H Gilbert

From: whgilbert1@gmail.com <whgilbert1@gmail.com>
Sent: Friday, July 2, 2021 8:07 AM
To: lritchie@louisvilleco.gov
Cc: planningcommission@louisvilleco.gov
Subject: Support for the Foundry development plan

Dear Ms. Ritchie and Planning Commission Members,

My wife, Kathleen, and I have owned and occupied a Steel Ranch patio home for 8+ years. We've been looking at the vacant field and the unsightly mountain of dirt, just waiting for the right development to get built. The Mass Equities development plan for the Foundry is exactly what we've been waiting for. We have carefully reviewed the plan, and we believe this plan has the proper mix of residential and commercial uses and will be well received by our neighborhood.

We enthusiastically support the Mass Equities development plan for the Foundry and eagerly anticipate the City's approval.

Sincerely,

William H Gilbert
816 Meadowlark Ln
Louisville, CO 80027

Item expected to be tabled.

Lisa Ritchie

From: Billy Hofmann <whof1271@comcast.net>
Sent: Monday, November 8, 2021 8:19 AM
To: City Council; Planning
Subject: Foundry Proposal

To whom it may concern:

My name is William Hofmann and I live at 2205 Park Lane in the Steel Ranch Patio homes across Kaylix from the Foundry.

I find the proposed development by Mass Equities to be incompatible with the existing Steel Ranch homes in the area. The proposal is too dense for housing and any housing should only be one story. The proposed housing encourages apartment type housing and is not compatible with this section of Steel Ranch and needs to be eliminated.

The Steel Ranch community needs an esthetic, mix use development with commercial and single family housing geared towards 55+. The focus should be a mix of additional commercial along the 42 corridor and less residential housing. The development needs attractive landscaping that blends in with the nearby neighborhood and include areas with trees and benches and will be an asset as it leads into the existing portion of Steel Ranch across the street.

Thank you for your consideration.

Sincerely,

William Hofmann
2205 Park Lane
Louisville, CO 80027
whof1271@comcast.net
PH: 267-210-4018

Item expected to be tabled.

Lisa Ritchie

From: Dirk Moore <ddmoore22@yahoo.com>
Sent: Wednesday, November 10, 2021 11:38 AM
To: Lisa Ritchie; Planning Commission
Cc: smooore419@yahoo.com
Subject: The Foundry GDP and future PUD Amendment

Dear Ms. Richie & Planning Commission Members:

As residents of Louisville and Steel Ranch we are very much in support of this project proposed by Mass Equities.

Frankly we are shocked that they have not just walked away from it. A small but vocal group of people have continued to be against it despite Mass Equities numerous attempts to elicit their feedback and to actively work to find a compromise that is still financially viable. The latest list of demands, as I understand it, is around adding more commercial development and 55+ homes.

What developer would sign up for additional commercial building minimums when they can see the difficulty in attracting businesses along Highway 42 in Delo and the failed Alfalfa's location on South Boulder Road?

Regarding 55+ first let me say that we live in the Steel Ranch patio homes and qualify for this type of owner restriction, so we are not anti older people. We bought this layout of home to accommodate our current and future physical needs which is consistent with the new proposed homes. We believe that greater than 80% of the patio homes' owners are 55+ and they had no special designation. It is very likely that with the new development's layouts that the same ratio would occur naturally, so only a very small increase of families. Plus we greatly enjoy seeing the young families as they play in Cowboy Park, wait for the school bus, go Trick or Treating, and convince us to buy more Girl Scout cookies than we should.

Our last point is regarding the massive and unsightly dirt mound and its inability to be a significant contributor to Louisville's revenue base. Are our coffers too full to accommodate a development that is more attractive than a bunch of weeds?

We moved to Steel Ranch partly because of the allure that we could walk to a neighborhood coffee shop, brew pub and/or restaurant. We have opted to use the Front Range Eye Center just for that reason. Making a city more walkable and therefore more green to improve the lives of its citizens seems to us to be a worthy goal now more than ever.

Thank you for taking the time to hear our perspective. Please let us know if you need anything further from us.

Best regards,
Dirk and Susan Moore
855 Bluestem Lane
303 667 1587

Sent from my iPad

Item expected to be tabled.

Item expected to be tabled.

From: [Val Kelliher](#)
To: [City Council](#)
Subject: "Please Deny Mass Equities' Foundry GDP Amendment"
Date: Wednesday, December 29, 2021 4:40:52 PM

We are writing to express our opposition to Mass Equities proposed Foundry Development. We do not support their existing plans.

When many of us in the surrounding homes of "The Lanterns" and "Steel Ranch" homes purchased our properties, this parcel of land was approved as

We are in favor of the proposed 17 single story duplexes at a maximum, they would be keeping with the appearance of the existing Steel Ranch and The Lanterns homes. We oppose the proposed 25 high density multi story townhouses that detract from the surrounding existing residential properties.

This parcel of land has the potential to be beautifully developed as the "north gateway" into Louisville, with open park spaces and nicely designed commercial buildings, housing businesses to draw in foot traffic not only from the adjacent homes, but from homes across 95th via the newly opened underpass, creating a pleasing community gathering space.

Marty and Val Kelliher
1124 Summit View Drive - The Lanterns

Item expected to be tabled.

From: [David Bannon](#)
To: [City Council](#)
Subject: Resident Input - Mass Equities Foundry Proposal
Date: Thursday, December 30, 2021 9:48:06 AM

Louisville Council:

My name is David Bannon and I live at 2318 Park LN in Louisville, CO. I am a 30 year resident of Louisville. My home is located directly across from the open tract that is generally known as "The Foundry".

I encourage you to oppose and deny the latest proposal from Mass Equities for development of this parcel. As a resident close to this area, the proposed development is sorely lacking in the following areas and does not meet the needs and desires of the neighborhood:

- The residential segment of the development plan is too dense, too generic, and not in alignment with the existing character of the neighborhood. The residential product being proposed does not cater to the "empty nester" housing product with main floor master bedrooms that are prevalent in the area. The stacked multi-story designs are likely to create a "tunnel effect" in the adjacent thoroughfares and lack the look of quality development at a key entrypoint to the community.
- The commercial segment of the development plan appears to basically be a strip mall concept and lacks the neighborhood restaurants/stores/office space that was part of the original Foundry development approval. There is already ample vacant "strip mall" type space in the developments just up the street at the South Boulder Road and Colorado Highway 42 interchange. Vacancy rates already confirm an excess of this sort of commercial development in the immediate area.
- While the mixed commercial/residential model is acceptable, we envision and desire a development more aligned with the Forest Park Plaza development at the SE Corner of 95th and Arapahoe in Lafayette. There are many things right about that development that would fit nicely in the Foundry parcel.
- The proposed development does not appear to be consistent with the Small Area Plan that was developed for this area following considerable resident input. That roadmap should remain and not be abandoned.
- When pressed for details regarding residential rentals and "price points" for sale of units, Mass Equities has been evasive and non-specific to resident questions. As City Council members, the developer should be pressed for commitments in this area that will be kept.
- The traffic plan needs greater scrutiny and thought, especially when considering the increasing traffic on CO 42. This area is already a mess and I am concerned lack of a thoughtful traffic plan will bring more peril to motorists and pedestrians in the immediate area.

To me, it appears Mass Equities is looking to exploit and capitalize on the unique character of Louisville by placing their generic, uninspiring design at this highly visible corridor into the Louisville community. That concept does not benefit the interests of Louisville residents once they are gone.

Please remember you were primarily elected to represent the interests of the residents of the community and not the short term interest of developers who are focused on maximizing shareholder value.

Item expected to be tabled.

Thank you for considering my input, and the input of others, when reviewing this proposal.

David Bannon
2318 Park Ln
Louisville, CO 80027
email: david.s.bannon@gmail.com

Item expected to be tabled.

From: [James Kehl](#)
To: [City Council](#)
Subject: The Foundry GDP , Takoda GDP
Date: Thursday, December 30, 2021 10:49:24 AM

I am writing again to ask the City Council to please reconsider this project so that the parcel of land does not turn our fair city into the L-word, (Longmont).

It seems as if the city is not tending to keep to the standards of our small town feel.

The plan calls for 59 units on the same area where the adjacent neighborhoods only have 30 or so units. There are so many disadvantages to this it's amazing how they have been overlooked. That is far too many people to congregate in the small land.

There is no way a traffic pattern can be developed that will not congest and interfere with traffic, both on the roads to and from Steel Ranch, and within the project.

Cars parked outside, which people tend to do, will make the streets look like a used car lot. One of the last few gateways into our city, with a nice view of the ridge and foothills will be gone replaced with a canyon wall of buildings. Congestion on 95th will be tremendous, as it already has a large amount of traffic all day long.

In addition, the commercial buildings they intend to place there are just plain strip mall rectangles, that there is no plan on what or how to fill them. And they living spaces will be too close to 95th, which violates the plan to have buildings set back.

And, it was stated by the developer that they intend to have a couple of building available to landlords so they can rent out the entire unit.

I also encourage that the stipulation for 55 and older be maintained at 24. Our community is comprised of this group, and it makes for a very pleasant neighborhood.

I know the argument is to get rid of "that pile of dirt", but this is not the way to do it.

Thank you for your time.

J. Kehl
1156 Paschal Drive
Steel Ranch Patio Homes.

Item expected to be tabled.

From: [Tal Kitron](#)
To: [City Council](#)
Subject: Re: Foundry Proposal and Jan 4 hearing
Date: Saturday, January 1, 2022 3:05:27 PM

Hi all,

My name is Tal Kitron, and I live in the Steel Ranch neighborhood of Louisville at 2258 Park Ln. My heart goes out to those of you whom were most affected by the fires on Friday, and I know you all share the burden. My wife's parents will stay with us for the foreseeable future, as their house in Louisville went down with almost their entire neighborhood.

I'm writing to ask you to please deny Mass Equities' Foundry GDP amendment next week. With the rebuild and recovery that this community is about to undergo, the last thing we need is a high-density development taking place in our front yard. We also still don't trust M.E., and continue to be surprised at its total lack of effort to communicate with residents who are literally next door.

Thank you and here's to a better new year.

—Tal

--

Tal Kitron
Premium Tutor
Applerouth Tutoring Services

Item expected to be tabled.

From: [Gary Larson](#)
To: [City Council](#)
Subject: Foundry GDP Amendment - Jan. 4, 2020
Date: Saturday, January 1, 2022 3:01:58 PM

Louisville City Council,

My name is Gary Larson and I live across from the Foundry lot. I was asked to be one of two community members to work with Mass Equities in 8/20. In 10/20, after 3 meetings, I quit my involvement as M.E. wouldn't consider outside input.

Mass Equities' meeting with the Planning Commission regarding the Foundry GDP on 11-11-21 was very disappointing. City Council will now see essentially the same plan Council remanded on 10-5-21, and I encourage Council to Deny it. The adjacent neighborhood of 62 homes is overwhelmingly against it, for the following reasons.

Senior Housing

- The Senior housing concept that is so successful in the adjacent neighborhood is "Designing for Seniors", with smaller homes with Main Floor Master Bedrooms and easier access throughout – not 2 story townhomes and duplexes having a 55+ restriction.
- Smaller, single story patio homes and duplexes with Main Floor Master Bedrooms are very popular with aging baby-boomers and are being offered and selling very well throughout the county.
- We are part of a Planned Community, and would like to see the Foundry be consistent with more, if not all, of the units designed and planned for Senior and Disabled.
- M.E. proposes only 12 of the 59 two-story units (20%) to be age-restricted to 55+. (Master bedroom on 2nd floor?)

Commercial vs. Higher Density Residential Development

- The original Foundry design in 2016 was very popular because of the proposed unique restaurant and community stores within easy walking distance of over 1,800 homes.
- Forest Park Plaza (SE corner of 95th and Arapahoe) is extremely popular, with attractive and unique community stores, and includes the restaurant 95a, which is always busy. This design, which incorporates "park once and walk to many stores", with shade trees and sidewalks connecting stores (while the kids play in adjacent Steel Ranch Park) would be very popular here.
- More and attractive commercial development would help reduce property taxes for the Takoda Metro District.
- M.E. proposes to increase the maximum commercial development from 15,000 sf to 20,000 sf (in 2 Strip Mall buildings). Without a change to the concurrency requirement, there would be 15,000sf at full build out. However, "the final 5,000 sf would be constructed at the applicant's discretion." I interpret this to mean that M.E. could walk away without building the final 5,000 sf of commercial space.

Louisville's Small Area Plan

- The SAP envisions that "Views into the community" (p.19) and "Buildings along ...Hwy42/95th should primarily be 1 story" (p.28).
- The City Council, Planning Commission, and the 62 homes in the adjacent neighborhood have had concerns about 4 high-density townhome buildings along 95th. One of the Planning Commissioners even referred to the proposed townhomes along 95th as "a Townhome Tunnel" when entering this critical north corridor into the city.
- M.E. still envisions these townhomes, instead of the SAP's "Opportunities for shops, businesses and services on the corridor" (p.12).

Mass Equities is not the right developer for this key lot

Item expected to be tabled.

- M.E.'s website (www.masseq.com/portfolio/) used to tout that it would be "Relentless in our pursuit of the highest returns" for its investors, but has very recently taken this crass slogan off of its site.
- The focus of their past development is 4 story, high-density residential buildings and strip-malls that are the in Las Vegas, Santa Monica, and Colorado.
- M.E. mentions building "25 projects in Colorado", but has never elaborated, other than touting "South Main" in Longmont, their five 4 story buildings that bring to mind Soviet-era, dense housing.
- Mass Equities has been working on this project since 2019. However, when repeatedly asked what the residential units would sell for, the answer has been that they "don't know yet". When pressed by Councilmember Lipton in the 10-5-21 City Council meeting, the developer finally muttered "\$500 to 700". Either they haven't run their Pro-Forma financials (very unlikely), or they're being very disingenuous.

Mass Equities' goal with the Foundry is to build the most residential units it can, with the least amount of strip-mall square footage, then take its profits and run. We need a developer that wants to, and knows how to, complete this wonderful Steel Ranch community. This Foundry lot is a critical corridor for Louisville – we can do better than Mass Equities and its proposal!

Thanks, Gary

Gary Larson
2189 Park Lane, Louisville, CO 80027
M: 303.717.5555
E: GaryLarson@Q.com

Item expected to be tabled.

From: [robert bodensteiner](#)
To: [City Council](#)
Subject: Proposed Foundry Development off Summit View
Date: Saturday, January 1, 2022 2:58:48 PM

Strongly opposed!

What was originally an appropriate proposal for our area has deteriorated to a very poor fit for the neighborhood

Should NOT be approved!

Robert Bodensteiner
1142 Summit View Drive
Louisville

Item expected to be tabled.

From: [Terrerushton](#)
To: [City Council](#)
Subject: Mass Equities Project
Date: Saturday, January 1, 2022 9:13:16 PM

While the losses in our community from the firestorm of December 30 make other issues seem very small, you are still considering development issues that matter to the homeowners in Steel Ranch. We own property at 753 Bluestem Lane.

Mass Equities' meeting with the Planning Commission regarding the Foundry GDP on 11-11-21 was very disappointing. City Council will now see essentially the same plan Council remanded on 10-5-21, and I encourage Council to Deny it. The adjacent neighborhood of 62 homes is overwhelmingly against it, for reasons stated more fully in Gary Larsons letter to you.

Respectfully, Terre RUSHTON

Item expected to be tabled.

From: [Alan Bourey](#)
To: [City Council](#)
Cc: [Donna S. Bourey](#); [Alan D. Bourey](#); Garylarsen@Q.com
Subject: January 4 meeting and Mass Equities Foundry GDP Amendment
Date: Saturday, January 1, 2022 6:55:15 PM

We live virtually right next to the above project (at the corner of Kaylix Ave. and Summit View Drive). We ask that you deny Mass Equities current proposal. It is virtually the same as the last proposal which was denied by the board.

Actually, it is so close their last proposal that it should be considered to have been made in bad faith with the hope that they could slip it passed everyone who became tired of their continual amendments. The current proposal is no better than the last one which was denied.

The proposal includes far too many units and far too high density. The traffic on 95th/Curtesy Road is already bumper to bumper. Leaving our residence sometimes can take quite a long time. With this development and also the development in Lafayette just on the other side of Pascal (which has already been approved), the increase in traffic will be horrendous even if the housing is low density.

The council should protect the current residents of the area and not give in to Mass Equities attempt to enrich itself at the expense of rational planning. How much will it cost the city when it needs to improve the road necessitated by over-development?

Please vote no.

Alan D Bourey
1167 Summit View Drive
Louisville, CO 80027
720-204-0162
Attorney at Law
Mediator and Arbitrator

Sent from [Mail](#) for Windows

Item expected to be tabled.

From: [Marilyn Morris](#)
To: [City Council](#)
Subject: Foundry Building proposal
Date: Saturday, January 1, 2022 5:01:59 PM

Please deny mass equities' Foundry GDP Amendment. Our lovely neighborhood does not need ugly Monopoly-hotel style apartment buildings, nor does the 95th street corridor need high rise buildings..

We need 55+ housing with first floor master bedrooms, affordable small homes, and walkable small businesses such as were built at Forest Park Plaza, **including trees and greenery**.

Marilyn Morris
1131 Summit View Dr.
Louisville, CO 80027

Item expected to be tabled.

From: [Don Culver](#)
To: [City Council](#)
Subject: Request for Denial of Mass Equities' Foundry GDP Amendment
Date: Sunday, January 2, 2022 4:05:00 PM
Attachments: [image001.png](#)

City Council Members:

I have been following for the past two+ years the drama surrounding the GDP amendment submitted by Mass Equities. The Planning Commission meeting on 11/11/2021 was to review the plan changes made by the developer. These changes were to meet the "Comp and Small Area plan" etc. If I'm not mistaken this was your instruction when you remanded it to the planning commission at your 10/05/2021 council meeting.

Mayor Stolzmann at that 10/5/21 CC meeting pointed out that the "application doesn't meet the **minimum requirements** of the Comp Plan". Quite honestly I'm at a loss as to what major changes were put forth by the developer that meet your instructions. It's now back before you and you are again asked to approve a plan that's much the same as what was previously reviewed and subsequently remanded.

I'm trying to be positive about this development but without some **good faith** movement on the part of the developer that accommodates the city and our community it's difficult. As previously stated this could be an excellent project that presents an inviting entrance into the city from the north. To date this developer has not shown the flexibility to develop that type of vision. I don't fault them for that, they are presenting the product that they're the most accustomed to delivering. It will maximize investor profit and control their financial risk. This is completely appreciated and understandable. Stated another way, once they build and peddle their product they have realized their objective. The Steel Ranch residents and the city are left to deal with what I believe will be a failed commercial and residential project. As the mayor has stated it's in conflict with the Comp Plan and I would add the Small Area Plan. This failure to comply alone should be sufficient evidence to warrant denial of their GDP Amendment request at your 01/03/2022 meeting.

As you are aware there are developers that possess the qualifications, experience and ability to develop such a compliant vision.

I reside at 2147 Park Lane in Louisville's Steel Ranch patio homes. This project will be directly across the street from our home.

Thank you for your service to our city.

Donald E. Culver, MSFS, CLU®,

ChFC®

Senior Advisor

Epiqwest Culver Wealth Advisors, LLC

Item expected to be tabled.



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Item expected to be tabled.

From: [Tammy Sandoval](#)
To: [City Council](#)
Subject: OPPOSED TO MASS EQUITIES
Date: Monday, January 3, 2022 10:02:21 AM

Louisville City Council,

I would like to oppose the Mass Equities' amendment. I do not feel it is aligned with the best interests of the community.

I live at 1154 Summit View Drive in Louisville and I do not want to see this type of development in my area. We do not need more townhomes. I would like for the area to remain a 55+ area with main floor homes. Louisville along with a lot of Boulder County do not have inventory of main floor homes/ranch homes.

In addition, I would like to see restaurants and unique shops for the area for the commercial development. This is an area that is walkable by current residents so it would be nice to have businesses to support in the area.

Thanks,
Tammy Sandoval
1154 Summit View Drive
Louisville, CO 80027
303-386-6539

Item expected to be tabled.

From: [Billy Hofmann](#)
To: [City Council](#)
Subject: Mass Equities Foundry Proposal
Date: Monday, January 3, 2022 9:53:00 AM

I am William Hofmann and I live at 2205 Park Lane which is adjacent to the proposed Foundry Project. I urge the City Council to deny the Mass Equities Foundry Proposal.

The planning commission was basically split with three members for and two against. I strongly agree with the reasoning that the two dissenting members used to be against the project. I feel that if you read their comments again you will agree that this project is not in the best interest of Louisville and the surrounding community. Basically, they stated that this project would be the gateway and the first introduction that will be seen as you enter Louisville from Lafayette. I agree that high density box townhouses do not present a positive image. Also, the dissenters discussed the purpose of the planning commission. Just because the market is currently hot for residential does not mean that the original predominant commercial proposal should be discarded. Real estate ebbs and flows between hot commercial and residential development. The original project was viewed as a commercial driven project, needed by the surrounding community with an aesthetically pleasing design that actually looked like a foundry, and it was supplemented with some residential housing. This is the opposite, a bland residential project with the minimal commercial aspects that the developer can get away with. Nothing looks like a foundry.

In addition, the senior housing that is so needed in Louisville should be met by the floor plans and architecture that seniors and empty nesters look for, such as main floor living with a master bedroom on that floor. I don't agree with age deed restricted senior housing.

Thank you for considering my comments and please take them into consideration when you vote on the proposal. I urge you to deny the Mass Equities Foundry Proposal.

Item expected to be tabled.

From: [Will Fry](#)
To: [City Council](#)
Subject: Mass Equities Proposal for the Foundry
Date: Monday, January 3, 2022 9:42:31 AM

January 3, 2022

Dear Louisville City Council,

My name is Will Fry and I live at 1178 Paschal Dr, Louisville, CO.

I am writing to address my concerns regarding the Mass Equities proposal for the Foundry property.

Feel that looking at their revised proposal, that it is essentially unchanged from the previous one that you rejected and sent back to the planning committee. It feels like they are trying to wear every one down, or defining insanity as doing the same thing over and over expecting a different result.

With the terrible events of the past few days still fresh in our minds, it also seems that a brief pause in building new high density housing should occur. With local roads, including Courtesy Rd being in a gridlock with the evacuation, how does this new development affect traffic flow for the evacuation? Was this studied with any traffic pattern analysis done for this development? Additionally, how should building codes change to help minimize damage when this happens again? How should spacing between houses be treated. Should new housing have sprinklers? I am certainly not a building expert, but it seems that before new construction occurs these factors along with others need to be evaluated.

Please reject the Mass Equities proposal and set up a committee to evaluate how construction should change to help minimize future events. I would be willing to volunteer for this, if it were appropriate to include regular citizens.

I also want to acknowledge all of the support that the City of Louisville, emergency responders, and the citizens of Louisville have given to help in this time of need.

Thanks you,
Will Fry

Item expected to be tabled.

From: [martinfarber](#)
To: [City Council](#)
Subject: Foundry development
Date: Sunday, January 2, 2022 8:43:52 PM

Susan and I live at 1125 Summit View Drive and we are very concerned about the plans that Mass Equities has proposed for the Foundry development.

We do not believe that their plans will result in an improvement to the community.

Their plan for housing designated for people over the age of 55 does not appear to be well thought out for people who are more likely to have mobility problems.

The proposed density of the residential development is too high and the commercial space is not appealing.

We think that the Mass Equities' Foundry GDP amendment should be denied.

Thank you for your attention,

Martin and Susan Farber

Item expected to be tabled.

From: [Dee FitzSimonds-Kehl](#)
To: [City Council](#)
Subject: Foundry Project
Date: Sunday, January 2, 2022 5:28:25 PM

I have been very vocal in my opposition to the Foundry Project. I have objected to the density, the ugly condo buildings, the lack of green space and the lack of quality retail space. The events of the last week have caused me to rethink my opinions.

Louisville will need quality housing to help replace those homes lost. We will need additional residential dwellings. But let's take a moment to breathe and decide what Louisville will truly need. Do we need additional 50+ designated dwellings? Will we need additional affordable senior housing? Will we need single family dwellings? Will we need more multi-family structures?

We have a unique opportunity here to help our devastated community. Let's just take a breather and make good choices. Please table the Foundry Project until we have a handle on what our community needs to rebuild. I trust you, to make good decisions after you have had time to assess what this disaster means to the City and Community of Louisville.

Thank you,

Dee Kehl
1156 Paschal Drive

Item expected to be tabled.

From: [Kathleen Israelson](#)
To: [City Council](#)
Subject: Mass Equities" Foundry GDP Amendment
Date: Sunday, January 2, 2022 4:42:30 PM

Attention City Council Members:

My name is Kathleen Israelson. I live at 1107 Summit View Drive in Louisville. (Lanterns at Steel Ranch)
I am very strongly requesting that you deny Mass Equities' Foundry GDP Amendment. Steel Ranch is a very attractive planned community. There are few resales because people love living in this neighborhood, which has a great assortment of families with children, singles and older adults and is a safe place to live. Cheap high density housing with a strip mall that has no stores and restaurants worth shopping at will degrade the community. Soon the strip mall will have empty buildings because there are no worth while shops and restaurants and Louisville and the surrounding areas have too many of these empty malls already. High density townhouses will add traffic on 95th Street, which already is stop and go during parts of the day and night.
I believe that the City Council has the very best interests for ALL the neighborhoods in Louisville. Please, please don't let Mass Equities Foundry ruin our community.

Kathleen Israelson

Item expected to be tabled.

From: [Lee Kennedy](#)
To: [City Council](#)
Subject: JANUARY 4, 2022 CITY COUNCIL MEETING - MASS EQUITIES' PROPOSED FOUNDRY DEVELOPMENT
Date: Monday, January 3, 2022 1:09:11 PM

Louisville City Council,

Good Evening.

My name is Lee Kennedy and I live at 2282 Park Lane directly across the park from Mass Equities' proposed Foundry development.

In my opinion the proposed development is not aligned in the best interests of responsible community growth for these reasons:

1 - The housing density proposed by Mass Equities' is more than what the neighborhood can accommodate and their traffic and parking configuration is inadequate for their housing and retail plan.

2 - To accommodate sorely needed senior and "empty-nester" housing this would be a great opportunity to build out that space with One Story Patio Homes or Duplexes all with main floor masters consistent with the existing neighborhood instead of the multi level, high density housing Mass Equities' has proposed.

3 - During one of the meetings Mass Equities' held in the park I believe their spokesperson mentioned they were considering holding onto and renting out a block of housing units. I haven't heard any follow up about this and would appreciate it if a member of the City Council could ask them directly if they plan to rent out any of the proposed units.

If they do plan to use this development as a rental property to generate income for their investors I would be adamantly opposed.

Please Deny Mass Equities' Foundry GDP Amendment.

They and their proposal are not in the best interests of the City or the Steel Ranch Community.

Thank you for taking my opinion into consideration. I appreciate your dedicated commitment to our community.

Lee Kennedy

2282 Park Lane
Louisville, CO 80027

Item expected to be tabled.

City Council

January 4, 2022

7th Amendment to the Takoda GDP & 2nd Amendment to The Foundry Subdivision Agreement

Ordinance 1815, Series 2021

Resolution 4, Series 2022

Public Notice Certification

Published in the Boulder Daily Camera – December 19, 2021

Posted in Required Locations, Property Posted and Mailing Notice – December 17, 2021

The Foundry
GDP Amendment
Vicinity Aerial



The Foundry GDP Amendment Background

- 5.82 acres
- Zoned PCZD along with larger area of Takoda General Development Plan
- GDP Amendment and The Foundry PUD and plat approved in 2016
 - 31,960 sf of commercial
 - 32 dwelling units, 24 required occupancy by 55 and older
 - Concurrency requirement to build commercial with residential
- 2019
 - PUD extended to April, 2020
 - Concurrency amended to require 14,110 sf of commercial with residential

The Foundry GDP Amendment Proposal

Changes to application:

- Increase in allowance for commercial development, up to 20,000 sf from 15,000 sf
- Reduce the requirement for occupancy by persons 55 years of age and older from 24 units to 12 units
 - Concurrency requirement remains the same

The Foundry GDP Amendment Background

- Planning Commission hearings:
 - June 24, 2021 – 2-2 tie
 - August 26, 2021 – 3-1 approval
 - Collectively a 4-2 vote if considered by the full Commission
- City Council hearing:
 - October 5, 2021 – Vote to remand back to Planning Commission
 - Concern over loss of requirement for senior living
 - Concern over loss of commercial development
- Planning Commission hearing:
 - November 11, 2021– 4-2 approval
 - Condition to remove the senior occupancy requirements

Affordable Housing Background

Comprehensive Plan

- PRINCIPLE NH-5. There should be a mix of housing types and pricing to meet changing economic, social, and multigenerational needs of those who reside, and would like to reside, in Louisville.
 - Policy NH-5.1: Housing should meet the needs of seniors, empty-nesters, disabled, renters, first time home-buyers and all others by ensuring a variety of housing types, prices, and styles are created and maintained.
 - Policy NH-5.2: The City should continue to work with Boulder County Housing Authority and others to ensure an adequate supply of affordable housing is available in Louisville.
 - Policy NH-5.7: The City should define standards for low-income and affordable housing units, and consider reducing or waiving building permit and impact fees for all qualifying projects.
- PRINCIPLE NH-6. The City should define City-wide goals for affordable and low-income housing through a public process.
 - Policy NH-6.1: The City should determine to what extent it would like to allow, encourage, or incentivize affordable and low-income housing.
 - Policy NH-6.2: The City should develop specific and achievable actions to meet the defined goals.

Item expected to be tabled.

The Foundry GDP Amendment Fiscal Analysis

	Current Foundry PUD	August Foundry GDP Proposal (15,000 sf)	Current Foundry GDP Proposal (20,000 sf)	Current PUD, Total Takoda	August GDP, Total Takoda (15,000 sf)	Current GDP Proposal, Total Takoda (20,000 sf)
Revenue by Fund						
General Fund	\$2,445	\$1,352	\$1,409	\$8,747	\$8,676	\$8,726
Open Spaces & Parks Fund	\$315	\$231	\$234	\$1,055	\$1,093	\$1,095
Recreation Fund	\$313	\$429	\$407	\$3,390	\$3,553	\$3,532
Historic Preservation Fund	\$76	\$38	\$38	\$231	\$234	\$234
Capital Projects Fund	\$1,559	\$1,557	\$1,613	\$5,596	\$5,791	\$5,826
TOTAL REVENUE	\$4,707	\$3,606	\$3,700	\$19,019	\$19,347	\$19,412
Expenditures by Fund						
General Fund	\$1,104	\$1,307	\$1,293	\$10,610	\$10,858	\$10,831
Open Spaces & Parks Fund	\$109	\$197	\$184	\$1,738	\$1,825	\$1,811
Recreation Fund	\$228	\$409	\$382	\$3,613	\$3,793	\$3,765
Historic Preservation Fund	\$0	\$0	\$0	\$0	\$0	\$0
Capital Projects Fund	\$1,055	\$1,654	\$1,622	\$5,521	\$5,713	\$5,681
TOTAL EXPENDITURE	\$2,496	\$3,567	\$3,480	\$21,482	\$22,189	\$22,089
NET FISCAL RESULT BY FUND						
General Fund	\$1,341	\$44	\$116	(\$1,863)	(\$2,182)	(\$2,104)
Open Spaces & Parks Fund	\$206	\$34	\$50	(\$683)	(\$732)	(\$717)
Recreation Fund	\$85	\$19	\$25	(\$223)	(\$240)	(\$234)
Historic Preservation Fund	\$76	\$38	\$38	\$231	\$234	\$234
Capital Projects Fund	\$504	(\$97)	(\$9)	\$74	\$78	\$145
NET FISCAL IMPACT	\$2,212	\$39	\$220	(\$2,463)	(\$2,841)	(\$2,676)
AVERAGE ANNUAL NET IMPACT	\$111	\$2	\$11	(\$123)	(\$142)	(\$134)

The Foundry GDP Amendment Recommendation

If City Council finds the application meets applicable policies and codes, Ordinance 1815 Series 2021 and Resolution 4, Series 2022 are included in the packet. If Council finds the application does not meet applicable policies and codes, staff requests Council direct staff to bring back findings for denial.

SUBJECT: ORDINANCE NO. 1822, SERIES 2021 – AN ORDINANCE
AMENDING CHAPTER 3.24 OF THE LOUISVILLE MUNICIPAL
CODE REGARDING THE TAX AND FEE BUSINESS
ASSISTANCE PROGRAM – 2ND READING, PUBLIC HEARING
(advertised *Daily Camera* 12/26/21)

DATE: JANUARY 4, 2022

PRESENTED BY: MEGAN E. PIERCE, ECONOMIC VITALITY DIRECTOR

SUMMARY:

The Economic Vitality Strategic Plan contains Supporting Action #1-3, “Evaluate and potentially revise Business Assistance Program (BAP) to align with the City’s strategic goals for business attraction and retention.” The Business Assistance Program has been in place since 2007, much in the form it exists in today. The Program was adopted into Section 3.24 of the Louisville Municipal Code via Ordinance 1507, Series 2007. To ensure the City’s incentive program is aligned with its current goals for business attraction as well as business retention and expansion, staff initiated a program review with the Economic Vitality Committee (EVC) in July 2021. The EVC discussed the program and recommended changes at its July, August, and September 2021 meetings.

Five program changes recommended by the EVC were presented to City Council on October 5. There was consensus among Council regarding four of the five recommendations. EVC was asked to continue evaluating the addition of a vacancy bonus to the Business Assistance Program. On October 22, the EVC again reviewed the vacancy bonus and suggested some changes and clarifications. A summary of each of the recommended program changes is outlined below. Under the vacancy bonus summary, the additional changes recommended by EVC are noted with underlined text.

Revise Application Timing Requirement

- The existing program requires that a business must apply for and receive an assistance agreement prior to signing a lease or closing on a property. It takes three to four weeks to process an application and for it to receive City Council approval. This length of time causes some businesses to delay anticipated lease-signing. It also means businesses that are not aware of the BAP or this timing requirement may miss an opportunity to take advantage of the program.
- *Recommendation:* Require businesses to submit a completed application prior to signing a lease or closing on a property. The application will then be processed as usual and the business may proceed with a property commitment or wait for approval. There could be some risk for the business if it commits to a property without BAP approval, since approval is not guaranteed.

Item expected to be tabled.

SUBJECT: ORDINANCE NO. 1822, SERIES 2021

DATE: JANUARY 4, 2022

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Add Rebate of Sign Permit Fees

- Eligible businesses may currently receive rebates of 40-50% on in-house Building Permit Fees and Construction Use Tax. These rebates may apply to tenant improvements on a facility and/or the construction of a new core and shell building. Rebates are generated when the business completes its permitted work and receives a Certificate of Occupancy or Completion. Both Building Permit Fees and Construction Use Tax are based on the valuation of the project and paid at time of permit.
- *Recommendation:* Add Sign Permits as an item on which applicants may be approved for rebates of in-house Permit Fees and Construction Use Tax. Applicants would still be required to go through the Sign Permit application process and pay all required fees up front. New signage can be an added expense for a new business or one that is relocating, especially for small businesses. This enhances the incentives paid but still generates some new revenue to the City.

Add a Vacancy Bonus Incentive

- The current program does not differentiate incentives in any way for businesses that occupy an existing space vs. those that decide to construct new space. In fact, the program provides greater dollar value rebates to businesses that construct new space, because they are eligible for a greater rebate of Building Permit Fees and Construction Use Tax than those only performing tenant improvements. Though the reasons commercial vacancies occur and are sustained are mostly driven by the market and the priorities of the commercial property owners, long-term vacancies create a negative perception for the City. Lengthy vacancies also have a negative impact on surrounding businesses and mean there is no revenue generation to support City services.
- *Recommendation:* Provide a bonus to an applicant that signs a lease to operate a retail business in a commercial space that has been vacant for one or more years. The length of vacancy would be verified by staff through tax licensing. The ordinance language has been crafted so that under an administrative approval, the year plus vacancy length would be required, but Council would have discretion to approve applications not meeting that requirement. There was some discussion about the particular structure of this incentive—such as a standard amount or an amount related to business size or rent, capped at a certain threshold. Committee members supported an incentive based on a per square foot basis; staff feels the incentive could be \$1 per foot of leased retail space, capped at \$100,000. This structure provides a larger incentive for the more significant vacant retail spaces; and this incentive would not preclude the applicant from seeking the other available incentive forms. A new commercial space that has never had a tenant would not be eligible for this rebate; the space must have been previously occupied by a licensed business. Only the retail business itself would be eligible for the bonus. The EVC confirmed it did not believe the bonus should exclude a business that moves within town if it resolves a difficult vacancy. This recommendation aligns

Item expected to be tabled.

SUBJECT: ORDINANCE NO. 1822, SERIES 2021

DATE: JANUARY 4, 2022

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with Strategic Plan Item #5-2 to “Incentivize use of existing vacant space over new commercial buildings where applicable in Business Assistance applications.”

Revise Program Criteria for Relocating Existing Businesses

- The existing BAP requires that to be eligible, an existing business that wishes to remain in Louisville but is relocating, must physically expand. Practically this means a business that is simply relocating without expanding would not be eligible for assistance. There are many reasons a business might wish to relocate but not be able or willing to increase its physical footprint.
- *Recommendation:* Allow a business that is relocating to be eligible even if they do not increase their square footage. Because the program provides for both retention and attraction incentives, there is still a benefit to supporting businesses that are moving even if they are not physically growing. A new location may still allow a business to “grow”—mainly by better market or customer access. Businesses that relocated would be eligible to apply for rebates related to tenant improvements, though rebate eligibility for Sales and Consumer Use Tax would still be limited to the “new” increment of tax generated. An opportunity for some support in the community where the business is already located may also act as a deterrent to look to surrounding communities that would offer incentives to the company as a new business.

Create an Administrative Approval Process

- All Business Assistance Agreements currently require a presentation before City Council and are adopted by Resolution. Amendments to previously approved Assistance Agreements also receive Council approval, but are generally placed on the Council’s Consent Agenda. For smaller assistance packages, the approval process adds significant time for the applicant and may cause uncertainty for the applicant about approval. Boulder for example, approves all incentives administratively under the City Manager’s authority.
- *Recommendation:* Allow staff discretion to administratively approve any Assistance Agreement where the cap on rebates or incentives is under \$50,000. This change would also allow administrative approval of amendments to agreements, as long as the financial impact was a less than 5% increase to the original agreement approved amounts; the majority of amendments are related to project timing and business entities, not increased incentives. These amounts generally align with the City’s current purchasing policies, which are included as *Attachment #5*. Staff would still prepare estimates and recommended incentives and present those to the City Manager for approval. In addition, formal agreements would still be prepared and executed in consultation with the City Attorney. Staff proposes that City Council would still be provided updates on any new assistance approved via the City Manager’s Report at Council meetings. As context, this would have impacted three (3) amendments and eight (8) new agreements over the past two years.

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SUBJECT: ORDINANCE NO. 1822, SERIES 2021

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The recommendations as outlined leave the other program structure, eligibility, and criteria intact. Several of these recommendations require amendments to the Louisville Municipal Code; the City Attorney has prepared an Ordinance for Council consideration. If Council adopts the Ordinance, staff will then finalize a new program application package that incorporates the Code amendments as well as the detail summarized for each of these changes.

FISCAL IMPACT:

The specific financial impact of changes to the Business Assistance Program will depend on the number and type of applications that are received under the program. Both the Sign Permit Fee Rebate and Vacancy Bonus add new types of rebates which applicants may receive.

PROGRAM/SUB-PROGRAM IMPACT:

Economic Vitality's efforts in business retention, expansion, and attraction grow out of the Economic Prosperity Program Goal to promote a thriving business climate that provides job opportunities, facilitates investment, and produces reliable revenue to support City services.

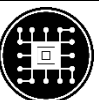
RECOMMENDATION:

Staff recommends adoption of Ordinance No. 1822, Series 2022.

ATTACHMENTS:

1. Ordinance
2. Presentation

STRATEGIC PLAN IMPACT:

☒		Financial Stewardship & Asset Management	☐		Reliable Core Services
☒		Vibrant Economic Climate	☐		Quality Programs & Amenities
☐		Engaged Community	☐		Healthy Workforce
☐		Supportive Technology	☐		Collaborative Regional Partner

Item expected to be tabled.

ORDINANCE NO. 1822 SERIES 2021

AN ORDINANCE AMENDING CHAPTER 3.24 OF THE LOUISVILLE MUNICIPAL CODE REGARDING THE TAX AND FEE BUSINESS ASSISTANCE PROGRAM

WHEREAS, by Ordinance No. 1507, Series 2007, the City Council established the Tax and Fee Business Assistance Program (“BAP”) to recruit and retain businesses and employers within the City of Louisville, thereby stimulating the economy of and within the City, providing employment for residents of the City and others, further expanding the goods and services available for purchase and consumption by businesses and residents of the City, and further increasing the sales taxes and fees collected by the City; and

WHEREAS, the City Council finds the BAP program has been successful, benefitting the City and its residents and taxpayers in accordance with its purposes; and

WHEREAS, the City’s Economic Vitality Committee (“EVC”) has reviewed the BAP program and recommended certain amendments; and

WHEREAS, the City Council desires to amend the BAP program as set forth herein in order to align with the City’s current economic vitality objectives.

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

Section 1. Chapter 3.24 of the Louisville Municipal Code is hereby amended to read as follows (words added are underlined, word deleted are ~~stricken through~~):

Chapter 3.24

TAX AND FEE BUSINESS ASSISTANCE PROGRAM

Sec. 3.24.010. Established.

There is established within the City a Tax and Fee Business Assistance Program ("BAP").

Sec. 3.24.020. Purpose.

The purpose of the BAP created by this chapter is to encourage the recruitment, retention, establishment and/or substantial expansion of sales tax generating businesses and employers within the City, thereby stimulating the economy of and within the City, providing employment for residents of the City and others, further expanding the goods and services available for purchase and consumption by businesses and residents of the City, and further increasing the sales taxes and fees collected by the City, which increased sales tax and fee

Item expected to be tabled.

collections will enable the City to provide expanded and improved municipal services to and for the benefit of the residents of the City, while at the same time providing public or public-related improvements at no cost, or at deferred cost, to the City and its taxpayers and residents.

Sec. 3.24.030. Definitions.

As used in this chapter and all sections thereof, the following phrases shall have the following meanings:

Applicant means the owner(s) of real property upon which a business is operated or proposed, or the operator of a business located or proposed to be located within the City.

Enhanced sales tax means the amount of sales tax collected by the City over and above a base amount negotiated by, and agreed upon by, the applicant and the City, ~~and which amount is approved by the City Council, and~~ which base amount shall never be lower than the amount of sales taxes collected by the City at the property in question in the previous 12 months.

Fees means the amount of building permit fees, sign permit fees, and construction use taxes collected by the City during the construction permitting process for initial construction of a project participating in the BAP created under this chapter.

Operator means the owner or potential owner of a business that is eligible for inclusion in the BAP created by this chapter.

Owner means the record owner or potential record owner of real property upon which one or more business is operated.

Sec. 3.24.040. Basis for participation.

~~Participation in the BAP shall be based upon approval by a majority of the entire City Council, exercising its legislative discretion in good faith.~~ Any owner or operator of a proposed business, or the owner or operator of an existing business which proposes to expand substantially, may apply to the City for inclusion within the BAP, provided that the proposed new or expanded business is reasonably likely to generate enhanced or increased sales taxes, permit fees and/or construction use taxes within the City in the first year of operation. Application for inclusion in the BAP must be made prior to the proposed opening, acquisition or expansion.

Sec. 3.24.050. Approval of agreement; conditions; effect.

~~Approval by the City Council~~ Execution of an agreement by the City and an applicant implementing the BAP shall entitle the ~~successful~~ applicant to share

Item expected to be tabled.

in enhanced sales taxes and fees derived from the applicant's property or business in an amount which shall not exceed that amount specified in the agreement required by section 3.24.100; provided, however, that the applicant may use said amounts only for public or public-related improvements such as those specified in section 3.24.060 ~~and which are expressly approved by the City Council at the time of consideration of the application.~~ The time period in which said enhanced sales taxes or fees may be shared shall not commence until all public or public-related improvements are completed and meet City standards, and shall be limited ~~by the City Council, in its discretion,~~ to a specified time set forth in the agreement, which shall not exceed ten years, or until a specified maximum amount is reached.

Sec. 3.24.060. Permitted use of funds.

A. The uses to which said shared enhanced sales taxes or fees may be put by an applicant shall be strictly limited to obligations and/or improvements which are public or public-related in nature, and which are specifically identified as eligible for BAP funding as part of the agreement required by section 3.24.100 and which, if required by the City, are subject to a subdivision agreement or development agreement executed pursuant to, respectively, section 16.12.100 or section 17.28.260 of this code.

B. By way of example and not limitation, eligible obligations and improvements which are public or public-related in nature include streets, sidewalks, curbs, gutters, pedestrian malls, street lights, drainage facilities, landscaping, decorative structures, redevelopment of existing properties, occupancy of existing vacant space, expansion or creation of jobs in the City, public art, fountains, identification and other signs, traffic safety devices, bicycle paths, off-street parking facilities, benches, restrooms, information booths, public meeting facilities, and all necessary, incidental, building facades, architectural enhancements, and appurtenant structures and improvements, together with the relocation, extension, undergrounding or improvement of existing utility lines, and any other improvements of a similar nature which are specifically approved by the City Council.

C. Nothing in this chapter shall limit the City Council from appropriating additional capital improvement funds for capital improvements directly or indirectly affecting the property in question as a part of the City's regular appropriation, capital improvement, or budget process.

Sec. 3.24.070. BAP payments.

A. For BAP agreements utilizing enhanced sales tax incentives, payments shall be made no less than annually and no more than quarterly, as the City and applicant shall agree. For such payments, the base figure (which may be stated as a percentage or fixed dollar amount) shall be divided by the number of agreed-upon payments per year and adjusted for seasonal variations as the parties

Item expected to be tabled.

may agree. If in any period the agreed-upon base figure is not met by applicant and, thus, no enhanced sales taxes are generated for that period, then no funds shall be shared with the applicant for such period and no increment shall be shared until that deficit, and any other cumulative deficit, has been met, so that at the end of any 12-month cycle, funds in excess of those enhanced sales taxes agreed to be shared shall not have been shared with any applicant.

B. For BAP agreements utilizing fees, payments shall be made in either incremental payments or a lump-sum payment as provided in the agreement approved by the City Council. Such payments shall be commence no earlier than issuance of a certificate of occupancy for the subject location and satisfaction of the requirements of this chapter and of the agreement.

C. No interest shall be paid on any amounts shared pursuant to any BAP agreement.

Sec. 3.24.075. Vacancy bonus incentive.

In addition to the enhanced sales tax incentives and permit rebates, the agreement required by Section 3.24.100 may provide a vacancy bonus incentive of a maximum one dollar per square foot (\$1/sf) of leased retail space, with a maximum amount of one hundred thousand dollars (\$100,000.00). The City Manager may approve a vacancy bonus incentive if the space to be occupied by the applicant was previously occupied by a licensed business, the space has been vacant for a period or one (1) or more years immediately prior to the applicant taking occupancy, the applicant's business consists primarily of retail sales, and the total incentive package, including the vacancy bonus, is less than fifty thousand dollars (\$50,000.00) as provided in Section 3.24.090. Applications for a vacancy bonus not meeting all of the foregoing criteria may only be approved by the City Council, acting in its discretion. A vacancy bonus incentive shall be payable only to the person or entity operating the retail business, and funds received by the applicant shall be restricted to those uses set forth in Section 3.24.060.

Sec. 3.24.080. Existing tax revenue sources unaffected.

A. It is an overriding consideration and determination of the City Council that existing sources of City sales tax and fee revenues shall not be used, impaired or otherwise affected by the BAP. Therefore, it is conclusively determined that only enhanced sales taxes and fees generated by the properties or businesses described in an approved BAP application shall be subject to division under the BAP. It shall be the affirmative duty of the finance director of the City to collect and hold all such enhanced sales taxes and fees to be shared in a separate account apart from the sales taxes and fees generated by and collected from other sources in the City and to provide an accounting system which accomplishes the overriding purpose of this chapter. It is conclusively stated by the City Council that this chapter would not be adopted or implemented but for the provision of this section.

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B. Without limiting the foregoing subsection A of this section, it is conclusively stated that there shall be excluded from the BAP and any BAP agreement all revenues from (i) the temporary three-eighths percent sales and use taxes imposed for the ten-year period beginning on January 1, 2004, to be used for open space and related purposes as authorized by the registered electors of the City and set forth in Chapter 3.20 of this Code; and (ii) the temporary one-eighth of one percent sales tax for historic preservation purposes imposed for the ten-year period beginning on January 1, 2009 as set forth in Section 3.20.605 of this Code. Such revenues shall not be used, impaired or otherwise affected by the BAP.

Sec. 3.24.090. Criteria for approval.

Approval of an application for inclusion in the BAP for incentives totaling fifty thousand dollars (\$50,000.00) or more shall require the affirmative vote of four members of the City Council, at a public hearing held as a portion of a regularly scheduled City Council meeting. Incentives totaling less than fifty thousand dollars (\$50,000.00) may be approved, and the agreement required by Section 3.24.100 may be executed, by the City Manager. Whether approved by the City Council or the City Manager, the decision to approve a BAP application shall be based upon City Council consideration of the following criteria:

A. The amount of enhanced sales taxes which are reasonably to be anticipated to be derived by the City—whether by retention of taxes, creation of new taxes, or a combination thereof—through the expanded or new retail sales tax generating business;

B. The public benefits which are provided by the applicant through public works, public or public-related improvements, additional and/or retained jobs and employment opportunities for City residents and others, etc.;

C. The quality of the proposed development;

D. Whether the proposal utilizes an existing building(s);

E. Whether the proposal complements existing Louisville businesses (i.e. a buyer or supplier that serves an existing business in the City);

F. Whether the proposal represents redevelopment to an area or building in the City;

G. Whether the proposal represents job diversity in industry sectors and is part of a growing industry;

H. The proposal's contribution to the diversity of retail or to the diversity of jobs or employment opportunities within the City;

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I. Whether the proposal brings a value added result to the City or a development within the City (for example, by moving the company's corporate headquarters to the City);

J. The amount of the business assistance as a percentage of new revenue anticipated to be created by the proposal (for example, by relocation the company to Louisville);

K. The amount of expenditures which may be deferred by the City based upon public or public-related improvements to be completed by the applicant;

L. The conformance of the applicant's property or project with the comprehensive plan and zoning ordinances of the City; and

M. Whether a proposed agreement required by section 3.24.100 has been reached, which agreement shall contain and conform to all requirements of said section 3.24.100.

Sec. 3.24.100. Agreement with City; required; contents.

Each application for ~~approval~~ inclusion in the BAP submitted to the City Council shall be ~~subject to approval by the City Council~~ considered solely on its own merits. Approval of an application shall require that an agreement be executed by the applicant and the City, which agreement shall, at a minimum, contain:

A. A list of those public or public-related improvements which justify the application's approval, and the amount which shall be spent on such improvements;

B. The maximum amount of enhanced sales taxes or fees to be shared, the timing of payment of any such shared taxes or fees, and the maximum time during which the agreement shall continue, it being expressly understood that any such agreement shall expire and be of no further force and effect upon the occurrence of the earlier to be reached of the maximum time of the agreement (whether or not the maximum amount to be shared has been reached) or the maximum amount to be shared (whether or not the maximum time set forth has expired);

C. A statement that the agreement is a personal agreement which does not run with the land;

D. A statement that the agreement shall never constitute a multi-year fiscal obligation, debt or other obligation of the City within the meaning of any constitutional or statutory provision;

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E. The base amount which is agreed upon and the timing of periodic payments of enhanced sales taxes to be shared and the fact that if, in any period as specified, sales taxes received from the property do not at least equal said base amount, there shall be no sharing of sales taxes for said period, and that any deficit for any such period shall be carried over to succeeding periods until the difference between the base amount and the amount of sale tax actually paid is recovered by the City;

F. The base amount shall be agreed upon which shall consider the historic level of sales at the property in question, or a similar property within the area in the event of a new business, and a reasonable allowance for increased sales due to the improvements and upgrades completed as a result of inclusion within the BAP;

G. A provision that any enhanced sales taxes or fees subject to sharing shall be escrowed in the event there is a legal challenge to the BAP or the approval of any application therefor;

H. An affirmative statement that the obligations, benefits and provisions of the agreement may not be assigned in whole or in any part without the expressed written authorization of the City Council, and further that no third party shall be entitled to rely upon or enforce any provision of the agreement;

I. A statement that the agreement shall be subject to the annual appropriation of sufficient funds for payments as provided in this chapter, pursuant to Section 20, Article X of the Colorado Constitution;

K. A statement that the applicant shall have no right, claim, lien or priority in or to the City's sales or use tax revenue superior to or on parity with the rights, claims or liens of the holders as any sales or use tax revenue bonds, notes, certificates or debentures payable from or secured by any sales or use taxes, existing or hereafter issued by the City; and that all rights of the successful applicant are, and at all times shall be, subordinate and inferior to the rights, claims and liens of the holders of any and all such existing or hereafter issued sales and use tax revenue bonds, notes, certificates or debentures, payable from or secured by any sales or use taxes issued by the City; and

L. Any other provisions agreed upon by the parties and approved by the City Council.

Sec. 3.24.110. Findings.

The City Council has enacted this chapter as a joint benefit to the public at large and to private owners for the purposes of: providing the City with increased sales tax and fee revenues generated upon and by properties improved as a result of the BAP program; providing incentives for businesses to expand or create

Item expected to be tabled.

additional jobs within the City; providing for public and public-related improvements to be completed by private owners through no debt obligation being incurred on the part of the City, and allowing applicants an opportunity to improve properties which generate sales taxes, which improvements make those properties more competitive in the marketplace; and further providing to the applicant additional contingent sources of revenues for upgrading such properties. The City Council specifically finds and determines that creation of the BAP is consistent with the City's powers as a home rule municipal corporation, and that exercise of said powers in the manner set forth in this chapter is in furtherance of the public health, safety and welfare. Notwithstanding any provision of this chapter, the City shall never be a joint venturer in any private entity or activity which participates in the BAP, and the City shall never be liable or responsible for any debt or obligation of any participant in the BAP.

Section 2. If any portion of this ordinance is held to be invalid for any reason, such decisions shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have passed this ordinance and each part hereof irrespective of the fact that any one part be declared invalid.

Section 3. 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 _____, 2021.

Ashley Stolzmann, Mayor

ATTEST:

Meredyth Muth, City Clerk

APPROVED AS TO FORM:

Kelly PC, City Attorney

PASSED AND ADOPTED ON SECOND AND FINAL READING, this _____ day of _____, 2022.

Ashley Stolzmann, Mayor

ATTEST:

Meredyth Muth, City Clerk



Ordinance Amending Title 3 of the Louisville Municipal Code Concerning the Business Assistance Program

JANUARY 4, 2021

MEGAN E. PIERCE, ECONOMIC VITALITY DIRECTOR



Business Assistance Program

- Program established in 2007
 - Adopted as Section 3.25 of the Louisville Municipal Code
- Staff now provides annual report on the program, related to City's financial commitments, secured businesses, jobs created, taxes generated, etc.
- Supporting Action #1-3 in Economic Vitality Strategic Plan
 - "Evaluate and potentially revise Business Assistance Program (BAP) to align with the City's strategic goals for business attraction and retention."
 - Action #1-3 is also tied to other strategic plan Actions, including #4-1 (local employment), #5-2 (use of vacant space), and #5-3 (sustainable practices)
- EVC studied program and potential recommendations over three meetings



EVC Evaluation

- Committee affirmed that the BAP should remain a formal program structure with application, criteria, and eligibility
- Five recommended program changes were presented to City Council on October 5
 - There was support for four changes; the EVC was asked to further consider the Vacancy Bonus Incentive
- City Attorney has now incorporated the program changes into the proposed Ordinance
- If adopted, the changes take effect within 30 days
 - Staff will prepare and publish new program application package



Program Changes

- Revise Application Timing Requirement
- Add Rebate of Sign Permit Fees
- Revise Program Criteria for Relocating Existing Businesses
- Create an Administrative Approval Process



Add Vacancy Bonus Incentive

- EVC reviewed the structure of this recommendation after Council discussed both the amount and the length of time a space is vacant
- Based on the calculation of \$1 per square foot, EVC recommended a cap of \$100,000 to be paid under this incentive
- EVC also suggested that a property be vacant for one year or more before a new tenant would be eligible for the rebate
 - The Ordinance provides flexibility to Council on this timing, though any administrative application must meet the one year requirement
- EVC confirmed an existing business that moves within Louisville could be eligible for the bonus



Next Steps

- If Council still concurs with the program changes, the City Attorney has prepared an Ordinance to amend Title 3 of the Louisville Municipal Code
- The new provisions of the Ordinance would take effect in 30 days
- Staff will develop and publish a new application package outlining these program changes and components

Item expected to be tabled.



Action Requested

*Staff recommends adoption of the Ordinance to Amend
Title 3 of the Louisville Municipal Code Concerning the
Business Assistance Program.*