

City Council

Agenda

Tuesday, June 2, 2020

6:00 PM

Electronic Meeting

This meeting will be held electronically. Residents interested in listening to the meeting should visit the City's website here to link to the meeting:

louisvilleco.gov/government/city-council

The Council will accommodate public comments as much as possible 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**
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 Minutes: May 19, 2008
- C. Approval of June 9, 2020 as a Special Meeting
- D. Approval of Proclamation Declaring June 5th to be National Gun Violence Awareness Day
- E. Approval of Economic Vitality Strategic Plan
- F. Approval of Resolution No. 44, Series 2020 – A Resolution Approving a First Amendment to a Lease Agreement with Avid4 Adventure

Citizen Information

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

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

City of Louisville

City Council 749 Main Street Louisville CO 80027
303.335.4536 (phone) 303.335.4550 (fax) www.LouisvilleCO.gov

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. LESBIAN, GAY, BISEXUAL, TRANSGENDER, AND QUEER PRIDE MONTH PROCLAMATION JUNE 2020

- Presentation

B. ORDINANCE NO. 1794, SERIES 2020 – AN EMERGENCY ORDINANCE EXTENDING TO JUNE 30, 2020 THE REQUIREMENT TO WEAR FACE COVERINGS WITHIN THE CITY – 1ST AND FINAL READING – PUBLIC HEARING – Adoption as Emergency Ordinance

- 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

C. RESOLUTION NO. 39, SERIES 2020 – A RESOLUTION DESIGNATING THE MANCINI HOUSE LOCATED AT 908 REX STREET A HISTORIC LANDMARK

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

D. 833 JEFFERSON AVENUE LANDMARK AND HISTORIC PRESERVATION GRANT

- i. RESOLUTION NO. 40, SERIES 2020 – A RESOLUTION DESIGNATING THE LA SALLE HOUSE LOCATED AT 833 JEFFERSON AVENUE A HISTORIC LANDMARK**

ii. RESOLUTION NO. 41, SERIES 2020 – A RESOLUTION APPROVING A PRESERVATION AND RESTORATION GRANT FOR WORK ON THE LA SALLE HOUSE LOCATED AT 833 JEFFERSON AVENUE

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

E. RESOLUTION NO. 42, SERIES 2020 – A RESOLUTION APPROVING A BUSINESS ASSISTANCE AGREEMENT WITH EMERGY, INC. FOR AN ECONOMIC DEVELOPMENT PROJECT IN THE CITY OF LOUISVILLE

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

F. RESOLUTION NO. 43, SERIES 2020 – A RESOLUTION APPROVING A BUSINESS ASSISTANCE AGREEMENT WITH LOXO ONCOLOGY, INC. FOR AN ECONOMIC DEVELOPMENT PROJECT IN THE CITY OF LOUISVILLE

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

G. RESOLUTION NO. 45, SERIES 2020 – A RESOLUTION AMENDING THE 2020 BUDGET BY AMENDING APPROPRIATIONS IN THE GENERAL FUND, OPEN SPACE & PARKS FUND, CONSERVATION TRUST – LOTTERY FUND, CEMETERY FUND, HISTORIC PRESERVATION FUND, RECREATION FUND, CAPITAL PROJECTS FUND, WATER UTILITY FUND, WASTEWATER UTILITY FUND, STORM WATER UTILITY FUND, AND GOLF COURSE FUND FOR CARRY FORWARD OF APPROPRIATIONS AND ADDITIONAL APPROPRIATIONS WITHIN SUCH FUNDS AND ADJUSTING BUDGETED REVENUE IN THE GENERAL FUND, OPEN SPACE & PARKS FUND, AND CAPITAL PROJECTS FUND

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

H. RECONSIDERATION OF RESOLUTION NO. 38, SERIES 2020 AMENDING PROCEDURES TO BE UTILIZED FOR QUASI-JUDICIAL HEARINGS AT MEETINGS CONDUCTED BY ELECTRONIC PARTICIPATION

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

I. RESOLUTION NO. 38, SERIES 2020 – A RESOLUTION AMENDING PROCEDURES TO BE UTILIZED FOR QUASI-JUDICIAL HEARINGS AT MEETINGS CONDUCTED BY ELECTRONIC PARTICIPATION

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

8. CITY ATTORNEY'S REPORT

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

- **ECONOMIC VITALITY COMMITTEE**
- **FINANCE COMMITTEE**
- **LEGAL REVIEW COMMITTEE**
- **UTILITY COMMITTEE**
- **COLORADO COMMUNITIES FOR CLIMATE ACTION**
- **COMMUTING SOLUTIONS**
- **CONSORTIUM OF CITIES**
- **DOWNTOWN BUSINESS ASSOCIATION STREET FAIRE**
- **DENVER REGIONAL COUNCIL OF GOVERNMENTS**
- **JOINT INTEREST COMMITTEES (SUPERIOR & LAFAYETTE)**
- **MAYORS & COMMISSIONERS COALITION**
- **METRO MAYORS CAUCUS**
- **REVITALIZATION COMMISSION**
- **XCEL ENERGY FUTURES**
- **ADVANCED AGENDA**

10. ADJOURN

05/14/2020 10:17
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DETAIL INVOICE LIST

P 1
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CASH ACCOUNT: 001000 101001

WARRANT: 051420 05/14/2020

VENDOR	VENDOR NAME	PURPOSE	AMOUNT
14405	CHEER CENTRAL INC	2020 WINTER CHEER	63.00
14405	CHEER CENTRAL INC	2020 WINTER CHEER	63.00
14405	CHEER CENTRAL INC	2020 WINTER CHEER	63.00
14405	CHEER CENTRAL INC	2020 WINTER CHEER	63.00
1115	COLONIAL LIFE INSURANCE	#9711888 MAY 2020 EMPLOYEE	173.68
13280	INSIGHT PUBLIC SECTOR INC	2020 Adobe Licensing Supp	7,224.45
6939	MCCANDLESS TRUCK CENTER LLC	VEHICLE REPAIR #3203	75.60
11061	MOUNTAIN PEAK CONTROLS INC	PLC REPLACEMENT WWTP	2,311.58
6655	NEW COAL RIDGE DITCH COMPANY	2020 WATER ASSESSMENT	7,264.00
670	RESOURCE CENTRAL	Slow the Flow Program	14,110.50
670	RESOURCE CENTRAL	GARDEN IN A BOX GC	2,157.00
10884	WORD OF MOUTH CATERING INC	SENIOR MEALS PROGRAM 5/9-	4,180.73
10884	WORD OF MOUTH CATERING INC	SENIOR MEALS PROGRAM 5/7-	1,848.63
3875	XCEL ENERGY	MAR 20 FLASHERS	6.11
3875	XCEL ENERGY	APR 20 METERED LIGHTS	472.70
3875	XCEL ENERGY	APR 20 NON-METERED LIGHTS	33,200.58
=====			
16 INVOICES			WARRANT TOTAL
=====			73,277.56
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05/22/2020 10:12
BobbieJoe

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DETAIL INVOICE LIST

P 1
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CASH ACCOUNT: 001000 101001

WARRANT: 052220 05/22/2020

VENDOR	VENDOR NAME	PURPOSE	AMOUNT
11298	DELTA DENTAL OF COLORADO	#007562-0000 JUNE 2020 EM	14,136.03
5255	FAMILY SUPPORT REGISTRY	Payroll Run 1 - Warrant 0	312.49
6455	KAISER PERMANENTE	05920-01-16 JUNE 2020 EMP	154,838.48
9750	LEGALSHIELD	#22554 MAY 2020 EMPLOYEE	399.70
7735	LINCOLN FINANCIAL GROUP	000010008469 JUNE 2020 LT	3,751.75
7735	LINCOLN FINANCIAL GROUP	000010008469 JUNE 2020 LI	7,250.69
99999	FIRST ALLIANCE TITLE, LLC	UTILITY REFUND 1655 CANNO	25.00
8442	VISION SERVICE PLAN	12 059727 0001 JUNE 2020	2,949.98
10884	WORD OF MOUTH CATERING INC	SR MEALS PROGRAM 05/14-05	5,783.27
=====			
9 INVOICES			
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WARRANT TOTAL			189,447.39
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P 1
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CASH ACCOUNT: 001000 101001 WARRANT: 060220 06/02/2020

VENDOR	VENDOR NAME	PURPOSE	AMOUNT
6866	4 RIVERS EQUIPMENT	HINGE AND DOOR SHOCK	318.55
6866	4 RIVERS EQUIPMENT	FILTER PARTS	44.43
13547	A G WASSENAAR INC	2020 Professional Geotech	5,940.00
14121	ACUSHNET COMPANY	2020 Resale Merchandise -	485.44
14121	ACUSHNET COMPANY	2020 Resale Merchandise -	486.89
14547	ADIDAS AMERICA INC	2020 Resale Merchandise -	137.00
14669	AG INVESTIGATIONS LLC	BACKGROUND CHECKS	1,000.00
14841	AXE ROOFING LLC	Water Treatment Hail Dama	53,624.73
500	BAKER AND TAYLOR	ADULT BOOKS AND MEDIA	79.73
500	BAKER AND TAYLOR	ADULT BOOKS AND MEDIA	19.25
500	BAKER AND TAYLOR	ADULT BOOKS AND MEDIA	35.73
7706	BRANNAN SAND & GRAVEL CO LLC	2020 Asphalt Purchases	538.37
7706	BRANNAN SAND & GRAVEL CO LLC	2020 Asphalt Purchases	229.05
7706	BRANNAN SAND & GRAVEL CO LLC	2020 Asphalt Purchases	367.34
7706	BRANNAN SAND & GRAVEL CO LLC	2020 Asphalt Purchases	409.95
7706	BRANNAN SAND & GRAVEL CO LLC	2020 Asphalt Purchases	138.60
9838	BRIGHTVIEW LANDSCAPE SERVICES	Downtown Floral Display S	3,967.96
9838	BRIGHTVIEW LANDSCAPE SERVICES	Landscape Maintenance Ser	13,225.05
5755	CENTENNIAL EQUIPMENT CO INC	WET END KITS	1,686.14
14592	CF LESSEE LOB	APR 20 SOLAR LEASE RSC LI	9,493.75
13964	CHANDLER ASSET MANAGEMENT	APR 20 INVESTMENT FEES	2,300.46
2220	CHEMTRADE CHEMICALS US LLC	Alum Sulfate for Water Tr	4,668.94
15017	CHRISTOPH SCHOLTES	2020CULTURAL COUNCIL ART	350.00
13260	CLIFTON LARSON ALLEN LLP	APR 20 UTB SERVICES	10,835.94
14118	CLUB PROPHET SYSTEMS	APR 20 Club Prophet Subsc	610.00
1120	COLORADO ANALYTICAL LABORATORI	EFFLUENT LOW LEVEL MERCUR	103.50
1120	COLORADO ANALYTICAL LABORATORI	REUSE MONTHLY	202.80
1120	COLORADO ANALYTICAL LABORATORI	EFFLUENT SEMI ANNUAL	251.10
1120	COLORADO ANALYTICAL LABORATORI	INFLUENT SEMI ANNUAL	251.10
1120	COLORADO ANALYTICAL LABORATORI	LAB SERVICES	51.30
1120	COLORADO ANALYTICAL LABORATORI	LAB SERVICES IPP	231.30
1120	COLORADO ANALYTICAL LABORATORI	LAB SERVICES TOTAL COLIFO	157.50
1120	COLORADO ANALYTICAL LABORATORI	LAB SERVICES TOTAL COLIFO	157.50
1120	COLORADO ANALYTICAL LABORATORI	LAB SERVICES TOTAL COLIFO	157.50

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P 2
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CASH ACCOUNT: 001000 101001 WARRANT: 060220 06/02/2020

VENDOR	VENDOR NAME	PURPOSE	AMOUNT
1120	COLORADO ANALYTICAL LABORATORI	LAB SERVICES LANG	51.30
1120	COLORADO ANALYTICAL LABORATORI	LAB SERVICES INFLUENT	99.00
1120	COLORADO ANALYTICAL LABORATORI	LAB SERVICES SOLIDS	502.00
1120	COLORADO ANALYTICAL LABORATORI	LAB SERVICES INFLUENT	160.50
1120	COLORADO ANALYTICAL LABORATORI	LAB SERVICES INFLUENT	160.50
1120	COLORADO ANALYTICAL LABORATORI	LAB SERVICES INFLUENT	170.50
1120	COLORADO ANALYTICAL LABORATORI	LAB SERVICES REG 85	244.80
1120	COLORADO ANALYTICAL LABORATORI	LAB SERVICES ANNUAL GRIT	687.60
1120	COLORADO ANALYTICAL LABORATORI	LAB SERVICES INFLUENT	311.80
1120	COLORADO ANALYTICAL LABORATORI	LAB SERVICES EFFLUENT	99.00
1120	COLORADO ANALYTICAL LABORATORI	LAB SERVICES INFLUENT	154.80
1120	COLORADO ANALYTICAL LABORATORI	LAB SERVICES UPSTREAM MET	154.80
1120	COLORADO ANALYTICAL LABORATORI	LAB SERVICES REG 85 MONTH	367.20
1120	COLORADO ANALYTICAL LABORATORI	LAB SERVICES EFFLUENT	656.10
14678	COLORADO AVIAN RESEARCH & REHA	TIME CHECKING KESTREL NES	92.44
14894	COMMUNITY REACH CENTER INC	APR 20 PROJECT EDGE	8,397.83
13897	COMPASS MINERALS AMERICA INC	QUIKSALT	4,271.69
11476	DBC IRRIGATION SUPPLY	IRRIGATION PARKS FOR BALL	1,617.51
14529	DE NORA WATER TECHNOLOGIES INC	MIOX POWER SUPPLY	1,971.88
14931	DIVOTS SPORTSWEAR COMPANY INC	2020 Resale Merchandise -	3,260.32
14445	DURAN'S HOBBY ACRES INC	PLANT MATERIAL	1,549.90
15019	GAME ON! SPORTS 4 GIRLS - BOUL	JAN-MAR 20 YOUTH SPORTS C	1,666.00
13069	GLACIER CONSTRUCTION CO INC	APR 20SCWTP Onsite Chlори	36,501.85
2310	GRAINGER	HVAC COIL CLEANER	146.28
2310	GRAINGER	SAFETY GLASSES	45.54
2310	GRAINGER	HVAC RSC	332.21
2310	GRAINGER	GATE TIMER CS	143.17
246	GREEN MILL SPORTSMAN CLUB	APR 20 RANGE TRAINING	150.00
2405	HACH COMPANY	REPLACEMENT SCREENS	1,459.94
2405	HACH COMPANY	SAMPLING BOTTLES AND EQUI	1,605.94
2415	HARCROS CHEMICALS INC	Salt for Water Treatment	931.00
15013	HARLEQUINS GARDENS	DUTCH CREEK GATEWAY PROJE	1,246.80
2475	HILL PETROLEUM	Fuel/Coal Creek Golf Cour	643.99
2475	HILL PETROLEUM	Hill Petroleum Oil Purcha	95.51
2475	HILL PETROLEUM	Hill Petroleum Oil Purcha	3,792.32

05/27/2020 11:32
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P 3
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CASH ACCOUNT: 001000 101001

WARRANT: 060220 06/02/2020

VENDOR	VENDOR NAME	PURPOSE	AMOUNT
9710	INDUSTRIAL CHEMICALS CORP	Sodium Silicate for Water	7,367.15
9710	INDUSTRIAL CHEMICALS CORP	Sodium Silicate for Water	3,665.20
2615	INGRAM LIBRARY SERVICES INC	TEEN BOOKS STATE GRANT	142.29
2615	INGRAM LIBRARY SERVICES INC	CHILDRENS BOOKS AND MEDIA	328.86
2615	INGRAM LIBRARY SERVICES INC	CHILDRENS BOOKS AND MEDIA	911.17
2615	INGRAM LIBRARY SERVICES INC	CHILDRENS BOOKS AND MEDIA	82.41
2615	INGRAM LIBRARY SERVICES INC	CHILDRENS BOOKS AND MEDIA	94.56
2615	INGRAM LIBRARY SERVICES INC	CHILDRENS BOOKS AND MEDIA	20.33
2615	INGRAM LIBRARY SERVICES INC	CHILDRENS BOOKS AND MEDIA	500.92
2615	INGRAM LIBRARY SERVICES INC	ADULT BOOKS AND MEDIA	267.79
2615	INGRAM LIBRARY SERVICES INC	ADULT BOOKS AND MEDIA	87.13
2615	INGRAM LIBRARY SERVICES INC	ADULT BOOKS AND MEDIA	15.02
2615	INGRAM LIBRARY SERVICES INC	ADULT BOOKS AND MEDIA	36.42
2615	INGRAM LIBRARY SERVICES INC	ADULT BOOKS AND MEDIA	31.19
2615	INGRAM LIBRARY SERVICES INC	ADULT BOOKS AND MEDIA	148.56
2615	INGRAM LIBRARY SERVICES INC	ADULT BOOKS AND MEDIA	359.19
14239	JC GOLF ACCESSORIES	2020 Resale Merchandise -	548.64
14239	JC GOLF ACCESSORIES	2020 Resale Merchandise -	119.40
14239	JC GOLF ACCESSORIES	2020 Resale Merchandise -	119.40
9986	KORN'S LAMP LIGHTING INC	Replace Fixture Lamps at	4,225.00
14097	L.A.W.S.	Equipment for 2 new Comma	18,223.40
11075	LEFT HAND TREE & LANDSCAPE LLC	FRONT AND SOUTH STREET UN	816.00
3070	LL JOHNSON DISTRIBUTING CO	GREENS REELS	2,272.08
14927	LOUISVILLE MASTER PLUMBING LLC	Replace Multiple Backflow	23,469.00
14321	MCCASLIN RETAIL LLC	WATER MAIN IMP GUARANTEE	4,810.00
14768	MOJOS CLEANING SERVICES INC	MAY 20 JANITORIAL SERVICE	25,270.84
6168	MOTION & FLOW CONTROL PRODUCTS	PROTECTIVE SLEEVE CLAMP	99.53
13565	MOTT MACDONALD LLC	SCWTP Disinfection - Cons	4,525.00
14648	OCCUPATIONAL HEALTH CENTERS OF	PHYSICAL	152.00
99999	SUNRUN	HOMEOWNER NO LONGER DOING	450.35
99999	HPM, INC	CONTRACTOR APPLIED FOR WR	28.00
99999	BILL HEUSTON	HOMEOWNER APPLIED FOR WRO	75.00
99999	AMY MOYNIHAN	HOMEOWNER APPLIED FOR WRO	75.00
99999	KATIE MEYER	ACTIVITY REFUND COVID	195.00
99999	KATIE MYERS	CAMP REFUND COVID	1,190.00
99999	ANDREW CROTWELL	ACTIVITY REFUND COVID	45.00

05/27/2020 11:32
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P 4
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CASH ACCOUNT: 001000 101001 WARRANT: 060220 06/02/2020

VENDOR	VENDOR NAME	PURPOSE	AMOUNT
99999	ROBERT DIMARCO	CAMP REFUND COVID	900.00
99999	BRITTANY RAMSEY	CAMP REFUND COVID	947.00
99999	KATHY MARTIN	ACTIVITY REFUND COVID	195.00
99999	AMI NACU-SCHMIDT	ACTIVITY REFUND COVID	195.00
99999	ED THIEMANN	ACTIVITY REFUND COVID	305.00
99999	JULIE SEYDEL	ACTIVITY REFUND COVID	16.00
99999	FLOYD DICKERSON	ACTIVITY REFUND COVID	50.00
99999	JEFFREY GASS	CAMP REFUND COVID	1,560.00
99999	MARCIN PILINSKI	ACTIVITY REFUND COVID	195.00
99999	FLATIRONS SKI CLUB	ACTIVITY REFUND COVID	290.00
99999	MARK SKALICAN	CAMP REFUND COVID	1,100.00
99999	JOHN CROSS ART, LLC	STEINBAUGH MURAL REPAIR	600.00
14899	OTAK INC	Engineering Services for	540.00
14675	POINT AND PAY LLC	APR 20 UTB AND COURT CRED	4,885.60
11329	POLYDYNE INC	CLARIFLOC NORTH PLANT	312.08
15016	PUBLIC WORKS THEATRE COMPANY	2020 CULTURAL COUNCIL ART	840.00
14804	RESPEC COMPANY LLC	Collection System Evaluat	125.00
14804	RESPEC COMPANY LLC	Collection System Evaluat	410.00
14804	RESPEC COMPANY LLC	Collection System Evaluat	855.00
14804	RESPEC COMPANY LLC	Collection System Evaluat	900.00
14804	RESPEC COMPANY LLC	Collection System Evaluat	2,342.50
13613	ROSEMOUNT INC	FLOW METER	2,466.96
12843	SCL HEALTH	PRE- E SCREEN	1,328.30
4100	TERMINIX	PEST CONTROL WTP	78.00
14707	THATCHER COMPANY INC	Aluminum Chlorohydrate fo	7,046.45
14453	TREATMENT TECHNOLOGY	CHEMICAL BACKUP SUPPLY	4,421.00
13426	UNIQUE MANAGEMENT SERVICES INC	COLLECTION SERVICE	98.45
6509	USA BLUEBOOK	CHLORINE REAGENT	119.00
6509	USA BLUEBOOK	REAGENTS TITRATOR BLEACH	306.24
6509	USA BLUEBOOK	PVC FITTING	49.56
6509	USA BLUEBOOK	NALGENE CARBOY	281.80
14446	VECTOR DISEASE CONTROL	2020 Mosquito Control Ser	1,865.83
13891	VERIS ENVIRONMENTAL LLC	Biosolids Hauling	2,712.59
13891	VERIS ENVIRONMENTAL LLC	Biosolids Hauling	3,463.41
4900	VRANESH AND RAISCH LLP	APR 20 WINDY GAP SERVICES	1,725.90

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P 5
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CASH ACCOUNT: 001000 101001 WARRANT: 060220 06/02/2020

VENDOR	VENDOR NAME	PURPOSE	AMOUNT
4900	VRANESH AND RAISCH LLP	MAR 20 WINDY GAP SERVICES	2,178.98
14373	WEIFIELD GROUP CONTRACTING INC	GENERATOR FAILURE	1,258.00
10332	WELBY GARDENS CO INC	Plant Material for Citywi	1,361.00
10332	WELBY GARDENS CO INC	CREDIT MEMO CANNA CANNOVA	-39.00
9511	WESTERN PAPER DISTRIBUTORS INC	JANITORIAL SUPPLIES LI	65.61
9511	WESTERN PAPER DISTRIBUTORS INC	JANITORIAL SUPPLIES WT	390.87
9511	WESTERN PAPER DISTRIBUTORS INC	JANITORIAL SUPPLIES CH	272.54
9511	WESTERN PAPER DISTRIBUTORS INC	JANITORIAL SUPPLIES PC	413.47
9511	WESTERN PAPER DISTRIBUTORS INC	JANITORIAL SUPPLIES RSC	847.80
5115	WL CONTRACTORS INC	2020 Traffic Signal Maint	1,796.00
5115	WL CONTRACTORS INC	2020 Traffic Signal Maint	11,161.92
=====			
	151 INVOICES	WARRANT TOTAL	350,299.61
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City Council Meeting Minutes

**May 19, 2020
Electronic Meeting
6:00 PM**

Call to Order – Mayor Stolzmann called the meeting to order at 7:00 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: ***Heather Balsler, City Manager
Megan Davis, Deputy City Manager
Nathan Mosely, Parks, Recreation, & Open Space Director
Rob Zuccaro, Planning & Building Safety Director
Sharon Nemechek, Library Director
Dave Hayes, Police Chief
Megan Pierce, Economic Vitality Director
Emily Hogan, Assistant City Manager for Communications
& Special Projects
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 Fahey moved to approve the agenda; seconded by Mayor Pro Tem Maloney. All in favor.

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

None.

APPROVAL OF THE CONSENT AGENDA

Mayor Stolzmann called for changes to the consent agenda. Hearing none she asked for a motion to approve the consent agenda. Councilmember Dickinson moved to approve the agenda; seconded by Councilmember Fahey. All in favor.

- A.** Approval of Bills
- B.** Approval of Minutes: April 28, 2020; May 5, 2020; May 12, 2020
- C.** Approval of May 26 as a Special Meeting
- D.** Approval of Resolution No. 35, Series 2020 – A Resolution Approving a First Amendment to a Business Assistance Agreement with Fresca Foods, Inc. for an Economic Development Project in the City of Louisville

COUNCIL INFORMATIONAL COMMENTS ON PERTINENT ITEMS NOT ON THE AGENDA

Councilmember Leh commented on the recent photo journalism project from Chris Wheeler and Gary Shapiro and hoped everyone gets a chance to see it.

CITY MANAGER'S REPORT

City Manager Balser reminded people to check the City's website for COVID updates and reopening information. She also reminded people to sign up for the eNotifications to be up to date.

REGULAR BUSINESS

RESOLUTION NO. 15, SERIES 2020 – A RESOLUTION APPROVING AN AGREEMENT AMONG THE CITY OF LOUISVILLE, THE LOUISVILLE REVITALIZATION COMMISSION, AND THE LOUISVILLE FIRE PROTECTION DISTRICT FOR PROPERTY TAX TIF REVENUE SHARING – continued from 2/18/20

Director Pierce stated this was continued from February 18th. The Agreement is between the City, the Revitalization Commission (LRC), and the Fire Protection District for tax increment financing sharing. In February, there were concerns raised by Council and the agreement went back to the LRC. This agreement was revised prior to review by the LRC. The request from the Fire District is now only for revenue sharing based on 100% of the 3.900 mills of the recent mill levy increase voters approved for the Fire District.

The LRC has reviewed this request in the light of more recent fiscal information showing longer term revenue projections. The LRC supports approval of this agreement.

John Willson, Fire Chief, stated the District listened to the comments from Council and the LRC from the earlier meetings and they feel this new proposal is a good fit for all parties.

Public Comments – None.

Councilmember Lipton moved to approve Resolution No. 15; Councilmember Fahey seconded the motion.

Roll call vote: Unanimous approved

DISCUSSION/DIRECTION/ACTION – REOPENING AND RECOVERY PLANS FOR CITY FACILITIES AND SERVICES, 4TH OF JULY, AND MEMORY SQUARE POOL

City Manager Balser stated the packet included an update for the current plans on the limited reopening of City facilities. Tonight staff is asking specifically for direction on the recommended closing of Memory Square Pool for this summer and the cancellation of the July 4th fireworks. Given current conditions staff is making these recommendations to help avoid large gatherings and meet all current safety guidelines.

Public Comments – None.

Councilmember Brown stated these are sad things to vote on but noted these are the things that need to be done at this time.

Councilmember Dickinson agreed these are not decisions we enjoy making and the only benefit is for public health.

Mayor Pro Tem Maloney noted these recommendations are driven by the principals we have decided on. He stated he agrees with the recommendations as it is the right thing for health and safety reasons.

All members agreed to move forward with the staff recommendations.

DISCUSSION/DIRECTION – POSSIBLE BALLOT MEASURES FOR 2020

Mayor Stolzmann stated this item will cover a number of possible ballot measures about which Council has asked for more information.

Deputy City Manager Davis stated these are six distinct issues that Council was interested in discussing for possible ballot measures for this year's election. Staff is seeking input and direction to determine if there is interest in moving any of these topics forward for further discussion to put them on the ballot.

Tobacco/Vaping

Deputy City Manager Davis stated that as of July 1, 2019, the State has removed penalties previously imposed on local governments for licensing tobacco retailers, particularly cigarette retailers. The change also permits local municipalities (statutory and home-rule) to impose fees and licenses on cigarette sales without forfeiting their share of the State Cigarette Tax.

The bill authorizes a county or city to adopt its own special sales tax upon all sales of cigarettes, tobacco products, or nicotine products, provided any such proposal is referred to and approved by the voters in such municipality. If the local electorate approves a special tax, the municipality would forfeit its share of the State Cigarette Tax. If the City were to impose a special tax on cigarettes, tobacco products and nicotine products, additional sales tax revenue could be generated.

In December, 2019 the City Council imposed a local ordinance prohibiting the sale of tobacco, e-cigarettes, vaporizers and similar products to persons under the age of twenty-one.

Some other counties and municipalities have moved forward with a tax. Most are charging up to \$4 tax on a pack of cigarettes and 40% tax on other tobacco products.

If the Council is interested in moving forward with this issue on the ballot staff would need details on the level of taxation, any product exemptions, if you want a sales or excise tax, and what to do with the revenue.

Mayor Pro Tem Maloney asked what the definition of "Other Tobacco Products" includes. Deputy City Manager Davis stated it includes cigars, vape devices, pipe tobacco, etc.

Councilmember Dickinson stated he strongly supports this be put on the ballot. We have a serious vaping problem in the community and he feels this will have a lot of support. He would like to curb youth vaping, not the adult cigar and pipe users. He stated he would support an exemption for cigar shops. He stated reducing youth cigarette use and vaping is the goal.

Councilmember Fahey stated she supports the measure to address tobacco use by youth specifically, but she does not necessarily want to address general tobacco products.

Councilmember Leh agreed with Councilmember Dickinson's comments. This tax should target youth vaping and cigarettes.

Councilmember Brown disagreed stating he didn't support a carve out for cigars. He noted many cigars are designed to be attractive to youth. He stated that around the country these carve outs often specifically allow for specialized cigars targeted at youth.

He reviewed tobacco use statistics in Colorado. He feels addressing the price point of cigars should be included in a ballot measure. He would like this to be a broad taxation on all products.

Public Comments

Chris McComb, 238 Monarch Street, is concerned about the fiscal impact of losing the share back from the state. He noted other cities around us don't have this tax and people may just go shop there lowering Louisville's revenue. He stated implementing a new tax in a time of economic crisis makes no sense. He added he does not feel it is the role of local government to be social engineers to keep people from using tobacco.

Max Juhl, 1124 West Dillon Road, manager of Havana Cigar shop, stated their store does not cater to youth. He stated they don't sell the cigars targeted at children but only sell premium cigars to adults. He supports a carve out for such purchases. He doesn't think the store would survive this new tax as customers will buy from other locations.

Tyler Krietz, 2102 Graydon, Superior, stated he is also an employee at Havana Manor and feels any new tax would put them out of business. He agreed they don't sell to youth and it never has.

Todd Reidler, Arvada resident, stated he shops at Havana Manor and noted that many people from outside Louisville shop there and then spend money at neighboring stores bringing sales tax to Louisville.

Mayor Pro Tem Maloney stated he feels this is a health and safety issue and he supports about a 40% tax.

Councilmember Fahey agreed and noted she would like to focus on the vaping and ecigarettes. She would like to continue moving this towards the ballot.

Councilmember Dickinson stated he would prefer this to be handled regionally, but as that has not happened he feels the City will need to act.

Councilmember Lipton would like to have the ballot language include a tax on chewing tobacco and a carve out for premium cigars.

Councilmember Brown noted the creativity of the tobacco industry to get youth addicted. He stated he is concerned carve outs could be exploited by the industry and consumer demand. If we have a carve out he would want a very tight definition of a premium cigar. He noted that youth in particular are affected by price and we should consider all of the products they might use.

Mayor Stolzmann summed up the comments noting the Council would like to bring this back for further discussion for a ballot measure with a carve out for premium cigars. Members agreed to look at a 40% tax level.

Councilmember Leh and Councilmember Dickinson both prefer an excise tax to a sales tax.

Museum Expansion

Deputy City Manager Davis stated the City had planned to complete the initial design on a proposed museum expansion in 2020 to better understand the project cost and get community input. A contractor had been hired for this project but due to COVID-19 the contract has been cancelled and the project postponed at this time. Staff recommends not moving forward with a ballot issue at this time.

Public Comments - None

Councilmember Lipton asked if the citizen survey results came in before or after the COVID crisis started. Assistant City Manager Hogan stated the survey was submitted by residents from mid-March to mid-April.

Councilmember Lipton asked what level of support is usually needed to get a ballot measure passed. City Manager Balsler stated staff usually looks for at least 60% support to get something passed. Deputy City Manager Davis added that even 55% can be considered not strong enough to move forward.

Members agreed with the staff recommendation to not move it forward this year.

Single Use Bags

Assistant City Manager Hogan stated the City's Sustainability Action Plan identifies several strategies aimed at "achieving zero waste and managing resources responsibly and effectively" including promoting recyclable substitutes/replacements for single-use, throw-away items, such as plastic bags.

To address replacements for single-use, throw-away items like plastic bags, staff partnered with the Colorado School of Public Health (CSPH) to analyze potential policy options to reduce single-use bags within the city. As part of a course on environmental health policy, staff worked with several graduate students to explore local initiatives. The options include a ban, fee, tax, or a combination of these. These options would require approval by voters and could be included in the 2020 ballot.

Hogan reviewed the various options:

Option	Benefits	Costs	Policy Considerations
1) Ban on plastic and paper single-use bags	Total reduction in waste – 4.7 million bags	Marketing/training, education/outreach, reusable bag program - \$90,000 Potential legal costs – unknown	Preemption – local governments are currently prohibited from requiring or prohibiting use or sale of types of plastic materials or restricting or mandating containers, packaging or labeling for any consumer products. Plastic bag manufacturers – large interest in protecting unregulated marketplace Impact on low-income populations Impact on businesses – costs for updating bag infrastructure and training staff
2) Fee on plastic and paper single-use bags	Reduction in waste varies according to rate of behavior change – 3-3.5 million bags Revenue generated varies according to rate of behavior change - \$170,000-\$118,000 for \$0.10 fee on both	Marketing/training, education/outreach, reusable bag program - \$95,000 Program generates most revenue and is least restrictive	Revenue generated must be used for costs related to ordinance Plastic bag manufacturers Impact on businesses
3) Ban on plastic single-use bags and fee on paper single-use bags	Reduction in waste varies according to rate of behavior change – 4 million bags	Marketing/training, education/outreach, reusable bag program - \$95,000	Revenue generated must be used for costs related to ordinance

	Revenue generated varies according to rate of behavior change - \$70,000 for \$0.10 fee on paper	Program generates some revenue and is moderately restrictive	Plastic bag manufacturers Impact on businesses
4)Tax on plastic and paper single-use bags	Reduction in waste varies according to rate of behavior change – 3-3.5 million bags Revenue generated varies according to rate of behavior change - \$170,000-\$118,000 for \$0.10 tax on both	Marketing/training, education/outreach, reusable bag program - \$95,000 Program generates most revenue and is least restrictive	New tax must go before voters Revenue generated has unrestricted use Plastic bag manufacturers Impact on low-income populations Impact on businesses

Hogan noted the 2020 citizen survey results show strong support for a charge for these bags. She added that during the COVID-19 pandemic many stores are not permitting personal reusable bags and are only allowing plastic/paper bags. Some communities have suspended the plastic bag fees, recognizing that patrons are not able to utilize personal reusable bags.

Public Comments - None

Councilmember Fahey stated that if these were normal times she would support option number 4 but not at this time because of the current restrictions and the financial burden. This is not the time to put this on the ballot.

Mayor Pro Tem Maloney agreed this would have Council support in normal times, but at this time he stated he would hate to pass something that would need to be suspended in current conditions. He stated he would support this for 2021.

Mayor Stolzmann stated she would like to put his on the ballot. This will be a short ballot and a large turn out with a presidential election. If it needed to be suspended in the pandemic we can do that but we should go ahead on the ballot for this year.

Councilmember Lipton stated this could go on the ballot and be written so it goes into effect at a later date if needed. He stated he has not been anywhere in the world that does not have a ban on these or a heavy tax. He would like to move this forward and there is community support.

Councilmember Dickinson agreed. There is great citizen support for this. He would support a ban as some other cities have done.

Councilmember Brown stated he supports this and he wants to ask voters if they support a tax. He would hope this would eventually lead to a ban.

Councilmember Fahey stated she would support the ban as her first choice and the tax as her second choice. Councilmember Leh stated he prefers a tax over the ban or fee.

Mayor Stolzmann stated she supports the tax as the City doesn't have local authority to do a ban at this time due to the state preemption. She recommended giving staff direction to bring back for further discussion a tax for all bags regardless of the venue at a price equivalent or greater than Boulder's.

Councilmember Dickinson stated he supports the ban even though legally it is the most problematic. The ban would have the biggest impact environmentally. He feels it is worth taking the legal risk.

Councilmember Leh stated he appreciates Councilmember Dickinson's commitment to this issue, but he feels the legal risk is too high for the City to take on and the cost would be more than we can afford to defend. He would support a tax now and then instituting a ban at a later date if the State preemption is changed.

Councilmember Lipton stated he supports the tax. It is not ideal but we need to do something now. He feels most business would prefer the tax as well. He would support it starting in 2022.

Mayor Pro Tem Maloney noted he has been to communities with a ban and they haven't been sued by the State so far. He supports the ban but given the risk the tax seems reasonable at this time.

Councilmember Dickinson stated Aspen has won a lawsuit regarding such a ban and he would support moving forward with that. He will support a tax at a minimum but would strongly encourage a ban.

Mayor Stolzmann stated she supports the tax but not postponing implementation until 2022.

City Attorney Kelly stated that while there has not been a legal challenge to the ban in other cities, the law is still clear cities don't have the authority to enact one even with voter approval. She feels implementing a ban at this point would be a risk.

Mayor Pro Tem Maloney would like more information on what court actions have occurred in other cities.

Staff will bring back further information on ballot language and legal implications of a ban for further Council discussion.

City-Wide Renewable Energy

Assistant City Manager Hogan stated that in 2019, City Council adopted renewable energy and carbon emission reduction goals for municipal operations and the larger community. One of these was to generate 75% of Louisville's residential and commercial/industrial electric needs from carbon-free sources by 2030. Currently only 24% of Louisville's residential and commercial/industrial electric needs come from carbon-free sources. In an effort to make progress on this the City has partnered with Xcel Energy to explore innovative solutions for community-wide renewable energy.

Potential scenarios include a climate action tax, which would need to be approved by voters, or a fee applied to customers' bills to be used on a bulk purchasing project until the time that Xcel can reach its own 100% carbon free goal. Xcel's initial estimate is \$621,000 per year to purchase renewable energy credits to bring the City's use to 100% renewable.

Preliminary results from the 2020 Citizen Survey show strong support for such a ballot initiative.

Mayor Stolzmann stated Xcel has been a good partner and is working on options for us. She stated she thinks this cost at full retail price would be much more expensive if individuals wanted to buy these credits. It is much more efficient for the community to do this as a whole. This would address a huge carbon source and make a real difference. She supports moving this forward.

Mayor Pro Tem Maloney noted this is a tax of roughly \$80 per year per household and he supports continuing to look into this and is excited about this concept.

Public Comments – None

Members were very supportive of this initiative. Staff will bring something back more information for consideration for the 2020 ballot.

Minimum Wage

Deputy City Manager Davis stated that beginning in January 2020, local governments have the authority to raise the minimum wage within their local communities. This can be done by ordinance and does not require a ballot issue. Local minimum wages may exceed the state and federal minimum wages but must provide a tip offset of no more than \$3.02 per hour for employees of any business that prepares and offers for sale food or beverages for consumption on or off premises. The Colorado minimum wage increased

to \$12 January 1, 2020, and represents the last in a series of increases voters approved in 2016.

Such an effort would be best achieved at a regional level, and with the involvement of all local municipalities and the business community in order to ensure continuity across jurisdictions, reduce competition and employee turnover, and for greatest regional impact. To achieve this goal, the bill requires any local government planning to raise its minimum wage to consult with surrounding local governments and various stakeholders.

The Boulder County Consortium of Cities has been working on this and has initiated a local stakeholders group but this work is now on hold due to COVID 19. Given the need to have agreements by January it is unlikely this could move forward quickly enough this year. Staff recommends the City stay involved in these discussions and move forward with this when that happens regionally.

Councilmember Dickinson stated as much as he supports this he does not feel this is the right time to bring this forward. The minimum wage needs to be addressed; you can't support a family on the minimum wage. He supports doing this regionally next year as it is incredibly important to address.

Public Comments – None

Councilmember Brown agreed this is better as a regional initiative but Louisville shouldn't wait too long if the region doesn't move forward.

Countywide Ballot Measures Update

Deputy City Manager Davis gave an update on County ballot measures. She stated Boulder County has actively been discussing the possibility of a transportation and housing ballot issue with local municipalities. The idea for the measure was raised after the failure of several statewide transportation measures. Understanding there doesn't appear to be an appetite for a statewide transportation revenue generating ballot measure, local governments began discussions around the possibility of a local or regional measure. The City was involved in these discussions, along with all other municipalities within the County.

The discussions centered on the possibility of a Boulder County-wide measure that would generate funding for regional transportation and housing investments, with the split between the two areas to be determined. There was no final decision regarding the taxing approach (property tax/mill levy or sales tax) for a potential measure.

Polling was planned for March, but with the COVID-19 pandemic the project is now in a holding pattern. County and regional staff continue to complete technical analysis around a potential ballot measure, but outreach and polling have been put on hold at this time.

The City expects to hear more about the effort this summer, but given the economic impacts of the coronavirus it's unlikely that anything will move forward for 2020.

Deputy City Manager Davis noted the Council may want to consider a local transportation tax. The 2020 Citizen Survey includes a policy question on the topic of funding for local transportation projects and preliminary results are favorable.

Mayor Pro Tem Maloney stated this is a tough time to ask for a tax increase but he would consider one next year as there is no way to fund our transportation needs without it.

Councilmember Dickinson stated he supports this to go forward this year, but understands others may want to wait a year.

Councilmember Brown stated he would support this for this year given the importance of good transportation infrastructure.

Public Comments - None

Deputy City Manager Davis stated staff would need to come up with a very specific detailed list of projects and costs for this to move forward and that would be very difficult to get done in the next two months.

Mayor Stolzmann agreed many people want these items but practically we would need to start now to be prepared to do this in 2021. There is a great deal of information that is needed to do this and it can't likely happen for this year's ballot. If we want to bring a really good proposal to the voters we should do it in 2021.

Councilmember Lipton agreed this needs more time to craft a good list of projects and get really good resident engagement and support. We should continue with the small projects we can do easily. He added he is concerned about putting a large tax burden on residents with multiple items. There will be tax questions from many entities, not just ours and the cumulative effect could be great. Not everyone can afford this.

Members agreed to have staff begin work on a project list for this to be on the 2021 ballot.

Staff will bring all of the items for this year back for further discussion in June.

CITY ATTORNEY'S REPORT

None.

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

ECONOMIC VITALITY COMMITTEE – meeting Friday.

FINANCE COMMITTEE – met today and reviewed revenue information and they are planning a work session in June regarding budget reductions.

LEGAL REVIEW COMMITTEE – meeting tomorrow and will be discussing rules related to quasi-judicial matters for electronic meetings.

UTILITY COMMITTEE – met last week and discussed the importance of developing the utility CIP to align with cash flow; also looking to review the rate structure.

COLORADO COMMUNITIES FOR CLIMATE ACTION – working on updating their policy statement; looking to see what legislature does now back in session.

COMMUTING SOLUTIONS – no report

CONSORTIUM OF CITIES – no report

DOWNTOWN BUSINESS ASSOCIATION STREET FAIRE – met today; very disappointed had to cancel this year and in the process of figuring out contractual issues. DBA now looking to find other ways to support downtown businesses during this crisis.

DENVER REGIONAL COUNCIL OF GOVERNMENTS – discussing Vision Zero plan and a start date; also discussing the freight plan for the region.

JOINT INTEREST COMMITTEES (SUPERIOR & LAFAYETTE) – no report

MAYORS & COMMISSIONERS COALITION – met with the RTD interim director and advocated that the FasTracks funding saved for this region should not be used to cover current shortages.

2:48

METRO MAYORS CAUCUS – asking governor for more information on restaurants reopening and what can be expected.

REVITALIZATION COMMISSION – met recently and discussed the small grant program and projects to help with economic recovery.

XCEL ENERGY FUTURES – waiting for costs from Xcel on the citywide renewable program.

ADVANCED AGENDA

Councilmember Dickinson reported on a request for a National Gun Violence Awareness proclamation on June 2. He will work on that with Councilmember Leh to bring forward June 2.

Councilmember Dickinson asked for the distance dining program to be discussed on May 26.

ADJOURN

Members adjourned at 8:55 pm.

Ashley Stolzmann, Mayor

Meredyth Muth, City Clerk

SUBJECT: APPROVAL OF SPECIAL MEETING ON JUNE 9, 2020

DATE: JUNE 2, 2020

PRESENTED BY: MEREDYTH MUTH, CITY CLERK

SUMMARY:

Staff recommends changing the June 9 study session to a special meeting so Council can discuss and give direction on the City financial review.

FISCAL IMPACT:

None

RECOMMENDATION:

Approve special meeting on June 9 at 6 pm.

ATTACHMENT(S):

None

SUBJECT: APPROVAL OF PROCLAMATION DECLARING JUNE 5TH TO BE
NATIONAL GUN VIOLENCE AWARENESS DAY

DATE: JUNE 2, 2020

PRESENTED BY: COUNCILMEMBER LEH
COUNCILMEMBER DICKINSON

SUMMARY:

Councilmembers Leh and Dickinson bring forth the attached proclamation for Council consideration.

FISCAL IMPACT:

None

RECOMMENDATION:

Approve proclamation.

ATTACHMENT(S):

1. Proclamation



**PROCLAMATION
DECLARING JUNE 5th TO BE NATIONAL GUN VIOLENCE
AWARENESS DAY**

This proclamation, on behalf of Mayor Stolzmann, declares **June 5, 2020 to be National Gun Violence Awareness Day in the City of Louisville, Colorado** to honor and remember all victims and survivors of gun violence and to declare that we as a country must do more to reduce gun violence.

WHEREAS, every day in the United States, hundreds of men, women, and children are shot, nearly one-third of them fatally; and

WHEREAS, each year in the United States, more than—37,500 individuals are killed and 73,300 individuals are wounded by gunfire; 13,300 individuals are killed in homicides involving firearms; 22,900 individuals die by suicide using a firearm; and 470 individuals are killed in unintentional shootings; and

WHEREAS, by one count, in 2019 in the United States, there were 417 mass shooting incidents in which not fewer than 4 people were killed or wounded by gunfire; and

WHEREAS, in 2019 in the United States, there were at least 130 incidents of gunfire on school grounds, resulting in 33 deaths and 77 injuries; and

WHEREAS, every year in the United States, approximately 3,000 children and teens are killed by gun violence and 13,000 children and teens are shot and wounded; and

WHEREAS approximately 7,600 people in the United States under the age of 25 die because of gun violence annually, including Hadiya Pendleton, who, in 2013, was killed at 15 years of age in Chicago, Illinois, while standing in a park; and

WHEREAS, the deadly toll of daily gun violence has continued even during the COVID-19 pandemic; and

WHEREAS, protecting public safety in the communities they serve is the Louisville City Council's most fundamental responsibility; and

WHEREAS, local government and law enforcement officers know their communities best, are the most familiar with local criminal activity and how to address it, and are best positioned to understand how to keep their citizens safe; and

WHEREAS, June 2, 2020 would have been the 23rd birthday of Hadiya Pendleton, a teenager who marched in President Obama’s second inaugural parade and was tragically shot and killed just weeks later; and

WHEREAS, to help honor Hadiya – and the 100 Americans whose lives are cut short and the countless survivors who are injured by shootings every day – a national coalition of organizations has designated June 5, 2020, as National Gun Violence Awareness Day; and

WHEREAS, the idea was inspired by a group of Hadiya’s friends, who asked their classmates to commemorate her life by wearing orange; they chose this color because hunters wear orange to announce themselves to other hunters when out in the woods and orange is a color that symbolizes the value of human life; and

WHEREAS, anyone can join this campaign by pledging to Wear Orange on June 5th to help raise awareness about gun violence; and

WHEREAS, by wearing orange on June 5th, Americans will raise awareness about gun violence and honor the lives and lost human potential of Americans stolen by gun violence; and

WHEREAS, we renew our commitment to reduce gun violence and pledge to do all we can to keep firearms out of the wrong hands, and encourage responsible gun ownership to help keep our children safe.

NOW, THEREFORE BE IT RESOLVED, that, I, Mayor Stolzmann do hereby declare **June 5th to be National Gun Violence Awareness Day**. I encourage all citizens to honor the memory of the victims of gun violence; and support their local communities’ reasonable efforts to prevent gun violence and mitigate its tragic effects and assist the survivors of gun and their families and friends

DATED this 2nd day June, 2020

Ashley Stolzmann, Mayor

ATTEST:

Meredyth Muth, City Clerk

SUBJECT: APPROVAL OF ECONOMIC VITALITY STRATEGIC PLAN

DATE: JUNE 2, 2020

PRESENTED BY: MEGAN E. PIERCE, ECONOMIC VITALITY DIRECTOR

SUMMARY:

One of the priority items on the City Council's 2020 Work Plan is developing an Economic Vitality Strategic Plan, including goals and implementation action items. The Economic Vitality Committee (EVC) was ready to share the progress on this Work Plan priority with the City Council on April 7, but that evening it was critical to discuss immediate steps to support businesses impacted by the COVID-19 pandemic.

DISCUSSION:

The Council Economic Vitality Committee consists of Chair and Councilmember Caleb Dickinson, Mayor Ashley Stolzmann, and Councilmember Dennis Maloney. The Committee met four times during Q1 2020, focused on Strategic Plan development. Since this is a new Council Committee, we first focused on developing a Purpose and Objectives to guide our work; these statements are presented below.

Purpose: *The Louisville Economic Vitality Committee (EVC) provides leadership, policy recommendations, and support for the City's programs to promote a thriving business climate that provides job opportunities, facilitates investment, and produces reliable revenue to support City services.*

Objectives: *1) Facilitate the development of an Economic Vitality Strategic Plan, including goals and specific supporting actions. 2) Make recommendations in support of the City's Economic Prosperity Program by maintaining positive business relationships; assisting property owners, brokers, and companies in finding locations and/or constructing new buildings; and attracting/retaining a diverse mix of businesses that provide employment opportunities for Louisville residents. 3) Monitor progress toward the Economic Vitality Strategic Plan goals through Key Performance Indicators and annually review prioritization.*

With Purpose and Objectives in mind, the EVC discussed and began outlining the components of the Strategic Plan; the focus initially has been on the Vision Statement and Strategic Goals. A visual of the Committee's planning process is included as *Attachment #1*.

At its early March meeting, the Committee developed and agreed to drafts of both the Vision Statement and Goals, which are presented below. The intent at that time was to share these elements for Council input and confirmation before proceeding to develop the more detailed and specific Plan components.

***Vision Statement:** Louisville is dedicated to producing reliable revenue to support City services which enhance our quality of life by fostering an economic environment that generates high quality jobs, innovative companies, and a diversity of businesses, employees, and customers.*

Strategic Goals:

- *Develop differentiated tools and programs focused on increasing total retail sales and sources of revenue generating activities;*
- *Focus retention, expansion, and attraction strategies on underutilized retail spaces, blighted properties, and long-term vacancies;*
- *Improve our business climate through collaborative relationships and effective processes;*
- *Facilitate a mix of diverse and quality job opportunities for Louisville residents; and*
- *Invest in green practices and programs that enhance environmental sustainability in our business community.*

The EVC met twice in April to help in crafting the Emergency Solutions Grant Program. The Committee met again on May 6 and reaffirmed their alignment with the Vision Statement and Goals as currently drafted. Since these components of the Strategic Plan are broader and longer-term in nature, the Committee felt they were still valid to guide our development of specific strategies and actions, some of which will certainly be focused on business re-opening and recovery in the short-term.

FISCAL IMPACT:

There is no specific fiscal impact from the Strategic Plan at this time.

PROGRAM/SUB-PROGRAM IMPACT:

The Economic Vitality Strategic Plan is intertwined with the sub-program objective to maintain positive business relationships throughout the community and to attract and retain a diverse mix of businesses.

RECOMMENDATION:

Approval of plan.

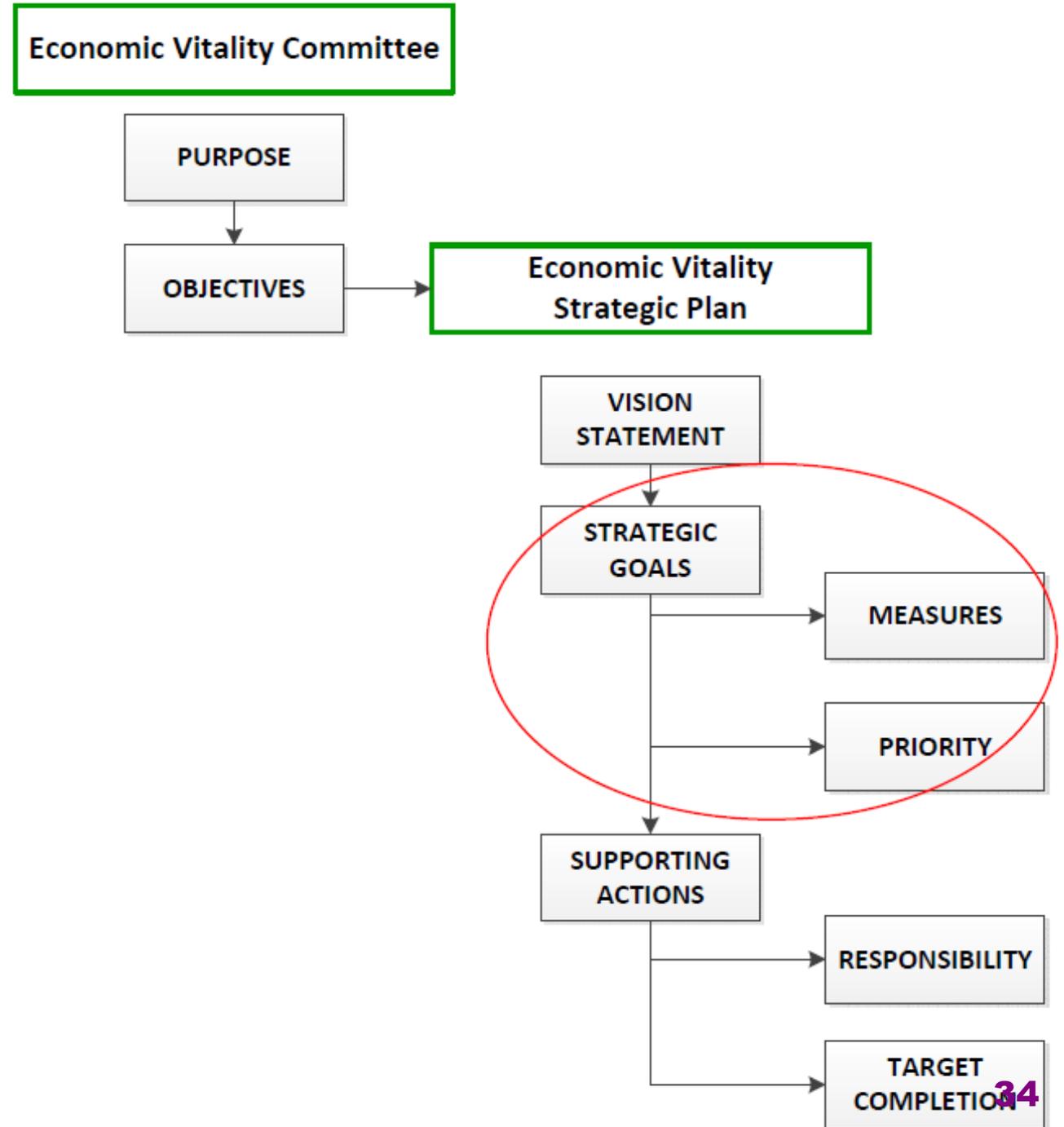
ATTACHMENTS:

1. EVC Planning Process Visual

STRATEGIC PLAN IMPACT:

<input type="checkbox"/>	 Financial Stewardship & Asset Management	<input type="checkbox"/>	 Reliable Core Services
<input checked="" type="checkbox"/>	 Vibrant Economic Climate	<input type="checkbox"/>	 Quality Programs & Amenities
<input type="checkbox"/>	 Engaged Community	<input type="checkbox"/>	 Healthy Workforce
<input type="checkbox"/>	 Supportive Technology	<input type="checkbox"/>	 Collaborative Regional Partner

Planning Process



**SUBJECT: APPROVAL OF RESOLUTION NO. 44, SERIES 2020 – A
RESOLUTION APPROVING A FIRST AMENDMENT TO A
LEASE AGREEMENT WITH AVID4 ADVENTURE**

DATE: JUNE 2, 2020

PRESENTED BY: MEGAN E. PIERCE, ECONOMIC VITALITY DIRECTOR

SUMMARY:

On January 7, 2020, the City Council approved Resolution No. 1, Series 2020, which approved a lease termination between the City of Louisville, Human Movement, Inc., and Avid4 Adventure, Inc.; a lease agreement with Avid4 Adventure, Inc., and a form of sublease agreement. Avid4 Adventure became the new primary tenant at the former City Shops facility (1501 Empire Road) effective February 1, 2020. In May, the CEO of Avid4 Adventure, Paul Dreyer, contacted the City with a request for rent abatement.

DISCUSSION:

Avid4 Adventure's core business is operating summer camps. Given the COVID-19 pandemic, all of their 2020 business plans have been severely impacted. As Avid4 Adventure moved into the City Shops facility and geared up for their busy season, their operating environment completely changed. To-date, staff has found Avid4 Adventure to be a good tenant and caretaker of the City-owned property. Mr. Dreyer is always communicative and staff has collaborated with them on the transition of the space from Human Movement to Avid4 Adventure, as well as on several maintenance issues for the building. We have also worked to approve several subleases, as Avid4 Adventure is currently subleasing space to Human Movement, Four Star Realty, Ryden Design, and Without Limits.

As required by their existing lease, Avid4Adventure has made the required security deposit (\$19,266.33) and also paid June rent in full (\$13,402.67). A copy of the primary lease between the City and Avid4 Adventure is included as *Attachment #2*. Please note that June is the first month in which the business is paying rent to the City, because the termination agreement with Human Movement provided they would abate and pay the first four months of rent on behalf of Avid4 Adventure.

In May, staff had an initial discussion with Mr. Dreyer about a potential request for rent abatement. The request has been formalized in a letter, included as *Attachment #3*, which also details the negative impacts to Avid4 Adventure's business from the pandemic, as well as the actions they have taken to-date to try to stabilize and survive these uncertain times. The company's specific requests, which are outlined on page two of the letter, have been drafted into a proposed First Amendment to the Lease Agreement. Any change to the lease agreement with this tenant requires City Council approval.

Mr. Dreyer's request includes two items that have a fiscal impact and are incorporated as part of the First Amendment. He also noted that while his request is specific to the lease requirements in 2020, he envisions Avid4 Adventure and the City may need to engage in further discussions—depending on how quickly recreation and camp businesses are able to re-open and recover from the pandemic. Staff concurs with focusing on just the current year of the lease and the impacts that are presently known.

In total for 2020, the City budgeted to receive \$160,832.04 in rent from the City Shops facility. Based on the transition between tenants, \$93,818.69 of this was anticipated to be paid by Avid4 Adventure between June and December, with monthly gross rent of \$13,402.67. The existing lease establishes rent at \$8.00 per square foot; it then increases each year for the remaining five years of the lease—up to \$12.38 per square foot (or \$20,741.63). The lease also includes an optional renewal term (for January 1, 2026 – December 31, 2030); the rent for the renewal term would be reset on a market rate and then includes 3% increases each year.

As noted, Avid4 Adventure currently subleases to four tenants. Three of these four leases expire either December 31, 2020 or January 31, 2020. The existing lease provides that beginning January 1, 2020, the City is entitled to 50% of any revenues Avid4 Adventure collects from these subleases. Based on the subleases in place, the City shows that Avid4 Adventure will collect \$140,950 in rent this year that is not shared. Since some of the subleases have short terms, staff so far projects that the City will receive \$25,687 as 50% payment for subleases (from January 1, 2021 through February 28, 2022).

Avid4 Adventure has requested 75% rent abatement for 2020. Instead of collecting \$93,818.69, under this scenario the City would collect \$23,454.67. This is a loss of \$70,364.02. Since they have already paid June rent, if the Council approved the request, the City would anticipate spreading that amount over the reduced months and therefore the City would only collect \$10,052 for the remainder of the calendar year.

Staff expressed several other concerns to Mr. Dreyer in initial conversations about the request. The City does have one other tenant leasing a City facility; any agreement with Avid4 Adventure should recognize that we may receive a similar request. In addition, though Avid4 Adventure accepted the City Shops in an "as is" condition, the building is aging and has deteriorated over time. Avid4 Adventure has been proactive and have undertaken repairs and improvements themselves that were not cared for by the past tenant. Per our lease agreement, the City as landlord still has obligations, mostly for major system and structural capital issues, should they occur (see Section 5.3, Landlord Maintenance Obligations in the attached lease). As part of the rent abatement request, Mr. Dreyer proposed limiting some of the City's exposure to these capital expenses by sharing them with Avid4 Adventure in 2020. This is intended to help defray the reduced revenues the City would receive under the First Amendment.

Mr. Dreyer and staff will be present at the June 2 City Council meeting to answer questions.

FISCAL IMPACT:

The City would receive less than budgeted revenues for the lease with Avid4 Adventure, totaling a loss of \$70,364.02 in calendar year 2020. Avid4 Adventure would thus provide the reduced amount of \$23,454.67 in 2020 for the months of June-December rather than the \$93,818.69. The First Amendment also provides an off-set of expense sharing for landlord maintenance obligations.

PROGRAM/SUB-PROGRAM IMPACT:

The lease with Avid4 Adventure for the City Shops facility supports the Economic Prosperity Program goals of facilitating investment and producing reliable revenue for City services.

RECOMMENDATION:

Staff recommends City Council consider the rent abatement request received from Avid4 Adventure and proceed with the drafted First Amendment.

ATTACHMENTS:

- 1. Resolution and First Amendment to Lease Agreement
- 2. Existing Lease Agreement between the City and Avid4 Adventure
- 3. Rent Abatement Request (letter dated May 21, 2020)

STRATEGIC PLAN IMPACT:

<input checked="" type="checkbox"/>	 Financial Stewardship & Asset Management	<input type="checkbox"/>	 Reliable Core Services
<input checked="" type="checkbox"/>	 Vibrant Economic Climate	<input type="checkbox"/>	 Quality Programs & Amenities
<input type="checkbox"/>	 Engaged Community	<input type="checkbox"/>	 Healthy Workforce
<input type="checkbox"/>	 Supportive Technology	<input type="checkbox"/>	 Collaborative Regional Partner

**RESOLUTION NO. 44
SERIES 2020**

**A RESOLUTION APPROVING A FIRST AMENDMENT TO A LEASE AGREEMENT
WITH AVID4 ADVENTURE, INC.**

WHEREAS, by Resolution No. 1, Series 2020, the City Council approved a Lease Agreement with AVID4 Adventure, Inc. for the City’s property located at 1501 Empire Road; and

WHEREAS, due to financial difficulties incurred as a result of the COVID-19 Pandemic, AVID4 Adventure has requested the City reduce the rent due under the Lease Agreement beginning June 1 through the end of 2020, as set forth in the First Amendment to Lease Agreement, a copy of which accompanies this resolution; and

WHEREAS, the Council hereby finds and determines that execution of the proposed First Amendment to Lease Agreement is appropriate and necessary and serves the functions and operations of the City by preserving an established tenancy.

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

Section 1. The proposed First Amendment to Lease Agreement (the “First Amendment”) between the City of Louisville and Avid4 Adventure, Inc., is hereby approved in essentially the same form as the copy of such First Amendment accompanying this Resolution.

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

PASSED AND ADOPTED this 2nd day of June, 2020.

Ashley Stolzmann, Mayor

ATTEST:

Meredyth Muth, City Clerk

FIRST AMENDMENT TO LEASE AGREEMENT

THIS FIRST AMENDMENT TO LEASE AGREEMENT (“Lease”) is entered into by and between the **CITY OF LOUISVILLE**, a Colorado home rule municipal corporation (“LANDLORD” or “City”) and **AVID4 ADVENTURE, INC.**, a Delaware corporation (“TENANT”).

WHEREAS, LANDLORD and TENANT have entered into a Lease Agreement with an initial term commencing February 1, 2020 and ending on December 31, 2025; and

WHEREAS, such Lease Agreement provided for abatement of rent for the first four (4) months of the term, February 1 through May 31, 2020 (“Abatement Period”); and

WHEREAS, due to the financial impacts to its business caused by the COVID-19 Pandemic, TENANT has requested LANDLORD reduce rent payments by seventy-five percent (75%) for the remainder of 2020 following the Abatement Period; and

WHEREAS, LANDLORD has considered such request and agrees to provide such reduction in rent due pursuant to the Lease Agreement as set forth herein, on those terms and conditions provided in this First Amendment.

NOW, THEREFORE, in consideration of the mutual promises and other consideration as set forth herein, LANDLORD and TENANT agree as follows:

Section 1. Section 1.3 of the Lease Agreement is hereby amended to read as follows (words to be added underlined; words to be deleted ~~stricken~~):

1.3 RENT. In consideration of said demise, TENANT agrees to pay to LANDLORD for the Premises rent in equal monthly installments for the Initial Term as set forth in the following table:

Month	Rate PSF	Monthly Gross Rent	Annual Gross Rent
Months 1-4	\$8.00	\$13,402.67	\$160,832.00*
5-12	\$8.00	\$13,402.67	\$160,832.00
13-24	\$11.00	\$18,428.67	\$221,144.00
25-36	\$11.33	\$18,981.53	\$227,778.32
37-48	\$11.67	\$19,550.97	\$234,611.67
49-60	\$12.02	\$20,137.50	\$241,650.02
61-72	\$12.38	\$20,741.63	\$248,899.52

* Notwithstanding anything to the contrary contained in this Lease, and as set forth in the Lease Termination Agreement executed by LANDLORD, TENANT, and Human Movement, Inc., LANDLORD agrees not to demand or collect from TENANT monthly gross rent for the first four (4) months of the Initial Term (the “Abatement Period”) and to accept as full payment for Months 5-12 twenty-five percent (25%) of the Monthly Gross Rent shown above (the “Rental Reduction

Period”) (collectively, the “Abatement Period” and the “Rental Reduction Period” are referred to herein as the “Rent Abatement”). The Rent Abatement afforded by this Section will be of no force or effect if there has occurred, as of the date on which any installment of Monthly Gross Rent would otherwise be due during the Abatement Period, (i) a default beyond any applicable notice and cure period, or (ii) an assignment of the Lease has occurred or a sublease of all or any portion of the Premises exists, for which the City’s prior approval has not been obtained. Except for such Rent Abatement, all of the terms and conditions of this Lease will be applicable during the Abatement Period. Following the Abatement Period, rent shall be due and payable in advance on the first day of each calendar month at the office of LANDLORD specified herein. LANDLORD may assess a late charge of ten percent (10%) of any monthly rent installment or any other payment called for in this Lease that is delinquent ten (10) days or more if Tenant fails to pay any amount due to the LANDLORD within ten (10) days after such amount is due on more than one (1) occasion in any 12-month period. In addition, all rent in arrears and all amounts collectible as provided for in this Lease shall accrue interest at the rate of one and one-half percent (1-1/2%) per month from the date due until paid. If the Initial Term commences or terminates on a day other than the first or last day of a calendar month respectively, then the rent for such month or months shall be prorated and the prorated amount shall be paid in advance.

Section 2. Section 5.3 of the Lease Agreement is hereby amended to read as follows (words to be added underlined; words to be deleted ~~stricken~~):

5.3 LANDLORD MAINTENANCE OBLIGATIONS.

Notwithstanding anything to the contrary in Section 5.1 above, LANDLORD shall be responsible for (a) replacement of the roof of the Premises, HVAC equipment, and electrical or plumbing equipment, (b) structural or exterior replacements or additions to any improvements on the Premises (excluding doors or windows), and (c) any other capital replacements or improvements, except to the extent that the same were necessitated by the negligent or wrongful actions or omissions of TENANT, its employees, agents or licensees, all as the City in its reasonable discretion may deem necessary (collectively, “Capital Expenses”). Provided, however, with regard to capital improvements that may be necessary for normal operation of the Premises during the Rental Reduction Period, LANDLORD and TENANT shall each pay fifty percent (50%) of the cost of such improvements, subject to a cap of \$25,000 for TENANT’s portion of such improvements. The cost of such Capital Expenses shall be amortized over the useful life of such Capital Expenses and the annual amortized cost shall be invoiced by LANDLORD to TENANT annually, with such invoices payable within thirty (30) days of receipt by TENANT.

Section 3. This First Amendment to Lease Agreement may be executed in counterparts; each counterpart constitutes a complete and binding agreement but all of such counterparts, taken together, form one and the same agreement.

Section 4. Except as amended by this First Amendment, the terms and conditions of the Least Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, LANDLORD AND TENANT have executed this Lease effective as of June 1, 2020.

LANDLORD:
CITY OF LOUISVILLE,
a Colorado home rule municipal corporation

By: _____
Ashley Stolzmann, Mayor

ATTEST:

By: _____
Meredyth Muth, City Clerk

TENANT:
AVID4 ADVENTURE, INC .
a Delaware corporation

By: _____
Paul Dreyer, CEO

LEASE AGREEMENT

THIS LEASE AGREEMENT (“Lease”) is entered into by and between the **CITY OF LOUISVILLE**, a Colorado home rule municipal corporation (“LANDLORD” or “City”) and **AVID4 ADVENTURE, INC.**, a Delaware corporation (“TENANT”).

ARTICLE 1 – GRANT, TERM AND RENT

1.1 DEMISED PREMISES. In consideration of the rents, covenants, and agreements herein set forth, LANDLORD hereby leases to TENANT and TENANT hereby rents from LANDLORD certain premises located at and having a street address of 1501 Empire Road, Louisville, Colorado, 80027, containing three (3) enclosed buildings:

Main Building	17,272 sf
Secondary Building	1,920 sf
Brown Storage Building	912 sf

totaling 20,104 leasable square feet, upon approximately 3.63 acres of property, together with all appurtenances thereto, including but not limited to any storage sheds or parking spaces on the property, all of which inclusive of the buildings is hereinafter collectively “the Premises” or “Leased Premises,” and are further depicted on Exhibit A attached hereto and incorporated herein by reference.

1.2 TERM. Unless sooner terminated as provided herein, this Lease shall be for a term commencing on February 1, 2020 and ending on December 31, 2025 (“Initial Term”).

1.3 RENT. In consideration of said demise, TENANT agrees to pay to LANDLORD for the Premises rent in equal monthly installments for the Initial Term as set forth in the following table:

Month	Rate PSF	Monthly Gross Rent	Annual Gross Rent
Months 1-4	\$8.00	\$13,402.67	\$160,832.00*
5-12	\$8.00	\$13,402.67	\$160,832.00
13-24	\$11.00	\$18,428.67	\$221,144.00
25-36	\$11.33	\$18,981.53	\$227,778.32
37-48	\$11.67	\$19,550.97	\$234,611.67
49-60	\$12.02	\$20,137.50	\$241,650.02
61-72	\$12.38	\$20,741.63	\$248,899.52

* Notwithstanding anything to the contrary contained in this Lease, and as set forth in the Lease Termination Agreement executed by LANDLORD, TENANT, and Human Movement, Inc., LANDLORD agrees not to demand or collect from TENANT monthly gross rent for the first four (4) months of the Initial Term (the “Abatement Period”) (collectively, the “Rent Abatement”). The Rent Abatement afforded by this Section will be of no force or effect if there has occurred, as of the date on which any installment of Monthly Gross Rent would otherwise be due during the Abatement Period, (i) a default beyond any applicable notice and cure period, or

(ii) an assignment of the Lease has occurred or a sublease of all or any portion of the Premises exists, for which the City's prior approval has not been obtained. Except for such Rent Abatement, all of the terms and conditions of this Lease will be applicable during the Abatement Period. Following the Abatement Period, rent shall be due and payable in advance on the first day of each calendar month at the office of LANDLORD specified herein. LANDLORD may assess a late charge of ten percent (10%) of any monthly rent installment or any other payment called for in this Lease that is delinquent ten (10) days or more if Tenant fails to pay any amount due to the LANDLORD within ten (10) days after such amount is due on more than one (1) occasion in any 12-month period. In addition, all rent in arrears and all amounts collectible as provided for in this Lease shall accrue interest at the rate of one and one-half percent (1-1/2%) per month from the date due until paid. If the Initial Term commences or terminates on a day other than the first or last day of a calendar month respectively, then the rent for such month or months shall be prorated and the prorated amount shall be paid in advance.

1.4 RENEWAL OPTION. LANDLORD hereby grants to TENANT an option to renew this Lease for one (1) five (5) year period ("Renewal Term"), subject to the parties' rights of termination herein. The Renewal Term shall be upon the same terms, covenants and conditions as set forth in this Lease as they exist at the time of such renewal, except that the rent for the initial year of each Renewal Term shall be set at the then-current market rate for industrial/flex space within the Colorado Technology Center and each successive year of the Renewal Term shall be increased by three percent (3%) over the rent for the prior year. The Initial Term and Renewal Term are collectively referred to herein as the "term" and are subject to parties' rights of termination as set forth herein. If TENANT wishes to exercise its option to renew this Lease for any Renewal Term, it shall give written notice with its intent to LANDLORD no less than one hundred and eighty (180) days prior to the expiration date of the Lease. Should LANDLORD exercise its rights to terminate this Lease as provided in Section 6.3, any future renewal options afforded under this Section will not be allowed.

1.5 TAXES & OTHER CHARGES. TENANT shall be responsible for the payment of all taxes attributable to the Premises, including but not limited to all ad valorem property taxes and special assessments imposed upon the Premises; all sales, excise, rental, and use taxes imposed by law on the rent due hereunder; and all sales, use or excise taxes due as a result of any work or operations performed by TENANT in or upon the Premises.

1.6 SECURITY DEPOSIT. TENANT shall place and maintain on deposit with LANDLORD at all times during the terms of this Lease, the sum of nineteen thousand two hundred sixty-six dollars and 33/100 (\$19,266.33) for the purposes hereinafter set forth. If at any time TENANT shall be in default in the performance of any of the terms, provisions, covenants and conditions of this Lease on the part of TENANT to be done and performed, LANDLORD shall have the right to apply the said deposit, or so much thereof as may be necessary, toward the reimbursement of LANDLORD for any expense incurred by it by reason such default in performance, and toward the payment of any damage suffered by LANDLORD by reason of such default including collection and reasonable attorney's fees; and in the event such deposit shall be diminished or depleted by any such payment from or application of the same, TENANT shall and will forthwith pay to LANDLORD such sum as shall be necessary to restore said deposit to the original amount thereof above mentioned. If the amount of said discharge shall

exceed such expenses and damages, TENANT shall be and remain liable for the balance thereof remaining unpaid and forthwith shall pay the amount of such balance and deficiency to LANDLORD. The said deposit shall not bear any interest to TENANT, and LANDLORD shall return to TENANT such part or portion of said deposit as shall not be required to pay, discharge and reimburse the said expenses and damages.

ARTICLE 2 - UTILITIES

2.1. TENANT TO OBTAIN. TENANT shall contract in its own name and shall promptly pay when due all charges for all electric, telephone, gas, sewer, water, trash hauling, and all other utilities furnished to or used in connection with the Premises.

2.2 NON-LIABILITY. LANDLORD shall have no liability for damage or loss suffered by the business or occupation of TENANT arising from the lack, insufficiency, or failure of any utilities servicing the Premises, unless such failure of utilities is caused by LANDLORD.

ARTICLE 3 - CONDUCT OF BUSINESS BY TENANT

3.1 USE OF LEASE PREMISES. The Premises shall be used by TENANT solely for office/industrial/storage purposes (the "Permitted Use"). TENANT shall operate its business in an efficient and reputable manner, and shall employ adequate and competent personnel in attendance during TENANT's standard hours of operation. TENANT shall keep the Premises neat, clean, sanitary and reasonably free from dirt, rubbish, insects and pests at all times. TENANT shall not operate an incinerator or burn trash or garbage within the Premises. Any use of the Premises for or involving sale, cultivation, consumption, storage, manufacture or other activities involving recreational or medical marijuana is prohibited. TENANT shall not permit any objectionable or unpleasant odors to emanate from the Premises, nor, except as approved in writing by the LANDLORD, place or permit any antenna, radio, or other projections on the roof or outside the Premises; nor take any other action that in the reasonable judgment of LANDLORD would constitute a nuisance. TENANT additionally covenants not to perform any act on or about the Premises prohibited by law nor omit to perform any act required by law in connection with the use or operation of the Premises; nor to use or maintain the Premises in such a manner as to constitute an actionable nuisance to LANDLORD or any third party; and not to commit or permit waste of the Premises. TENANT shall comply with and observe all easements and all restrictive covenants and conditions that may affect or apply to the Premises, or any portion thereof, from time to time. Except as may be otherwise provided herein, TENANT shall procure, at its sole cost and expense, all approval, permits, and licenses required for the operation of the Permitted Use in the Premises and the placement of any improvements in the Premises and in the event TENANT is unable to obtain said permits on terms acceptable to TENANT, TENANT may terminate this Lease. TENANT shall otherwise comply with all applicable laws, ordinances and governmental regulations. Any community events, special events, retail service or consumption of alcoholic beverages, outdoor recreational activities or temporary uses held on the Premises shall comply with all applicable laws, ordinances and governmental regulations, including without limitation requirements to obtain any necessary special events permits, temporary use permits and state and local liquor permits and to comply with the requirements of

such permits, including but not limited to time restrictions, required off-street parking, and permit provisions to control noise and nuisance effects. Should TENANT desire to expand the use of the Premises to include uses not currently allowed by zoning, TENANT must follow all applicable laws, ordinances and governmental regulations to request and seek approval for such use on the Premises.

3.2 GOVERNMENTAL REGULATION. TENANT shall, at its expense, comply with all Federal, State and local laws, ordinances, orders, rules and regulations pertaining to the use and operation of the Premises pursuant to this Lease, as now or hereafter in force. In the event that TENANT's use of the Premises constitutes a violation of any of the foregoing, then such violation, if continued uncured, shall constitute a default hereunder.

3.3 QUIET ENJOYMENT. TENANT shall have the right of quiet enjoyment of the Premises subject to the terms, conditions, and covenants of this Lease.

ARTICLE 4 - LIENS

4.1 PAYMENT FOR WORK. TENANT shall be solely responsible for and shall promptly pay for all services, labor, or materials furnished to the Premises at the instance of TENANT.

4.2 LIENS. TENANT shall have no power to subject LANDLORD's interest in the Premises to mechanic's or materialmen's liens of any kind. TENANT further acknowledges that under state law public property is not subject the existence of any such lien, which lien is not discharged by TENANT or bonded off within thirty (30) days, shall be a material breach of this Lease. All persons performing work, labor or supplying materials at the Premises on behalf of TENANT shall look solely to the interest of the TENANT and not to that of the LANDLORD for any payment or any claim, expenses, legal fees, or court costs. LANDLORD shall have the right, but not the obligation to discharge or transfer to bond any lien filed against the Premises by the TENANT's contractor that has not been discharged or transferred to bond within thirty (30) days from the filing thereof, and any discharge by LANDLORD may be with funds from the deposit received under Section 1.6. Any cost or expense, including reasonable attorney's fees, incurred by LANDLORD as a result thereof shall immediately be due and payable and if not paid by TENANT within fifteen (15) days shall constitute a default under this Lease. LANDLORD in its discretion shall have the right to post the property and provide notice to any contractors of LANDLORD's non-liability for work, labor or materials supplied on behalf of TENANT, and, further, to advise contractors that mechanic's or materialmen's liens may not be asserted against public property.

ARTICLE 5 - MAINTENANCE OF PREMISES

5.1 MAINTENANCE BY TENANT. Except for LANDLORD's responsibilities as set forth in Section 5.3 below, TENANT shall at all times keep and maintain, at its sole cost and expense, the Premises, and all improvements (including buildings) located thereon, including exterior entrances, roofing, and all glass and windows, all floors, and all partitions, doors, fixtures, equipment and appurtenances thereof, including lighting, electrical equipment,

plumbing fixtures and equipment, heating, ventilating and air conditioning equipment, in as good order and repair as existed upon commencement of this Lease, reasonable wear and tear excepted, and in a clean and sanitary condition, and shall at its sole cost and expense make all necessary repairs, including all necessary replacements, alterations and additions, using material and equipment of similar kind and quality to the original improvements, unless changes in material and quality are approved in writing by LANDLORD in advance, which approval may not be unreasonably withheld.

5.2 FAILURE TO MAINTAIN. If TENANT fails to maintain the Premises as required hereunder to the reasonable satisfaction of LANDLORD, then thirty (30) days after TENANT's receipt of written request from LANDLORD (except in the event of an emergency, in which event no more than twenty-four (24) hours notice shall be required), LANDLORD shall have the right to enter the Premises and to make such repairs at TENANT's expense, and upon completion thereof TENANT shall pay as additional rent LANDLORD's reasonable costs for making such repairs upon presentation of the bill therefor. Such payment shall be due within thirty (30) days after TENANT's receipt of an invoice therefor.

5.3 LANDLORD MAINTENANCE OBLIGATIONS. Notwithstanding anything to the contrary in Section 5.1 above, LANDLORD shall be responsible for (a) replacement of the roof of the Premises, HVAC equipment, and electrical or plumbing equipment, (b) structural or exterior replacements or additions to any improvements on the Premises (excluding doors or windows), and (c) any other capital replacements or improvements, except to the extent that the same were necessitated by the negligent or wrongful actions or omissions of TENANT, its employees, agents or licensees, all as the City in its reasonable discretion may deem necessary (collectively, "Capital Expenses"). The cost of such Capital Expenses shall be amortized over the useful life of such Capital Expenses and the annual amortized cost shall be invoiced by LANDLORD to TENANT annually, with such invoices payable within thirty (30) days of receipt by TENANT.

ARTICLE 6 - OWNERSHIP OF IMPROVEMENTS, EXTERIOR APPEARANCE

6.1 OWNERSHIP OF IMPROVEMENTS. Any or all installations, alterations, additions, partitions and fixtures other than TENANT'S furniture, trade fixtures, and equipment in or upon the Premises, whether placed there by TENANT or LANDLORD, shall, immediately upon such placement, become the property of LANDLORD without compensation therefor to TENANT. Notwithstanding anything herein contained, LANDLORD shall be under no obligation to repair, maintain or insure such installations, alterations, additions, partitions and fixtures or anything in the nature of a leasehold improvement made or installed by or on behalf of TENANT.

6.2 TERMINATION. This Lease shall terminate upon expiration of the term set forth in Section 1.2 or Section 1.4 or at such earlier time as this Lease may be terminated by LANDLORD or TENANT as provided herein. Within thirty (30) days after expiration or termination of this Lease, TENANT shall at its sole expense perform all obligations of TENANT set forth in Section 12.1 and shall surrender and deliver up the Premises to LANDLORD clear of TENANT's personal property. In the event TENANT fails to remove such items from the

Premises or fails to perform any other obligations of TENANT set forth in Section 12.1, TENANT shall be in breach and, in addition to all remedies in Section 9.3, the LANDLORD shall have the right but not the obligation to remove such items at TENANT's expense. At LANDLORD's election, any such items which TENANT has failed to remove from the Premises within thirty (30) days of said expiration or termination hereof shall become the property of LANDLORD. All remedies for breach of this Section 6.2 and Section 12.1 shall be cumulative, and all rights and all provisions of this Section 6.2 and Section 12.1 shall survive any termination or expiration of this Agreement.

6.3 TERMINATION FOR LANDLORD USE. LANDLORD is a municipality and has an obligation to provide necessary services to its residents. Should the Premises be needed by LANDLORD for its purposes and no other land owned by LANDLORD can satisfy the need, as determined by the LANDLORD in its sole discretion, LANDLORD may terminate this Lease by giving TENANT one hundred fifty (150) days written notice of the day TENANT must vacate the Premises. In the event of such a termination occurring during the Initial Term, LANDLORD shall reimburse TENANT for TENANT'S actual relocation costs, defined as those actual and reasonable expenses associated with transportation, such as moving trucks, reasonable labor and temporary storage of TENANT'S trade fixtures, equipment and inventory, and, if within a fifteen mile radius of the Premises, transport of such items to a new premises designated by TENANT, subject to the cap provided for herein. TENANT'S reasonable and necessary expenses for moving such trade fixtures, equipment and inventory shall be preapproved by LANDLORD prior to the relocation, and shall be paid by LANDLORD within thirty (30) days of LANDLORD'S receipt of invoices for such relocation expenses up to a maximum amount of fifty thousand dollars (\$50,000). The maximum amount of relocation expenses paid by LANDLORD shall be reduced 10% for each year this Lease is in effect, and no relocation expenses shall be paid by LANDLORD during any renewal term unless specifically provided for as part of the terms and conditions of a renewal. (Therefore, for example, if LANDLORD terminates the Lease pursuant to this Section 6.3 in year four of the Lease, the maximum amount of relocation expenses paid by LANDLORD shall be \$30,000.) LANDLORD'S obligation to pay any amount of relocation expenses is limited solely to a LANDLORD termination pursuant to this Section 6.3.

6.4 TENANT IMPROVEMENT ALLOWANCE. Omitted

ARTICLE 7 - INSURANCE AND INDEMNITY

7.1 INSURANCE. TENANT shall at its own expense procure and maintain a policy or policies of insurance providing for the minimum insurance coverages listed below. Such coverages shall be procured and maintained with forms and insurers acceptable to the LANDLORD. All coverages shall be continuously maintained from the date of commencement of the Lease to cover all liability, claims, demand, and other obligations arising from or assumed by the TENANT under this Lease. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. The TENANT shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to this Lease 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.

7.2 REQUIRED COVERAGES. The minimum insurance coverages required of TENANT shall be as follows:

(a) Comprehensive General Liability insurance with minimum combined single limits of TWO MILLION DOLLARS (\$2,000,000) each occurrence and TWO MILLION DOLLARS (\$2,000,000) aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent TENANT's, products, and completed operations. The policy shall include coverage for explosion, collapse, and underground hazards. The policy shall contain a severability of interests provision.

(b) Property casualty insurance sufficient and reasonably acceptable to LANDLORD to insure all buildings on the Premises against loss or damage by fire and such other hazards as are currently embraced in the standard coverage endorsements, on a replacement cost basis in an amount equal to one hundred percent (100%) of the full replacement value of the aggregate of the foregoing.

(c) Worker's compensation or employer's liability insurance as may be required by law.

7.3 GENERAL. The policies required above shall be endorsed to include the LANDLORD and its elected and appointed officers and employees, as additional insureds. Every policy required above shall be primary insurance, and any insurance carried by the LANDLORD, its officers, or its employees, shall be excess and not contributory insurance to that provided by TENANT. The additional insured endorsement for the Comprehensive General Liability insurance required above shall not contain any exclusion for bodily injury or property damage arising from completed operations. The TENANT shall be solely responsible for any deductible losses under each of the policies required above. Certificates of insurance shall be completed by the TENANT's insurance agent as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect, and shall be provided to LANDLORD before TENANT occupies the Premises. All insurance policies are subject to review and approval by the LANDLORD. Each certificate shall provide that the coverages afforded under the policies shall not be cancelled, terminated or materially changed until at least 30 days prior written notice has been given to the LANDLORD. If the words "endeavor to" appear in the portion of the certificate addressing cancellation, those words shall be stricken from the certificate by the agent(s) completing the certificate. The LANDLORD reserves the right to request and receive a certified copy of any policy and any endorsement thereto. Failure on the part of the TENANT to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of contract upon which the LANDLORD may terminate this Lease, 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 LANDLORD shall be repaid by TENANT to the LANDLORD upon demand. Self-insurance shall not constitute compliance with the minimum insurance coverages required by this Section.

7.4 TENANT'S GENERAL INDEMNIFICATION. TENANT shall be solely responsible for any damages suffered by the LANDLORD or others as a result of TENANT's use and occupancy of the Premises. TENANT agrees to indemnify and hold the LANDLORD, its elected and appointed officers, agents, and employees harmless from and against all liability, claims, damages, losses, and expenses, including but not limited to reasonable attorneys' fees, arising out of, resulting from, or in any way connected with (a) TENANT's use and occupancy of the Premises; (b) any liens or other claims made, asserted or recorded against the Premises as a result of TENANT's use or occupancy thereof; or (c) the rights and obligations of the TENANT under this Lease.

ARTICLE 8 - ASSIGNMENT AND SUBLETTING

8.1 CONSENT REQUIRED. TENANT may not sell, assign, sublet, or transfer ("Transfer") this Lease, or any right or privilege granted hereunder, or sublet all or any portion of the Premises, or permit any business to be operated in or from the Premises by any licensee or concessionaire, without the prior written consent of LANDLORD, which consent shall not be unreasonably withheld or denied. Any Transfer which is not in compliance with the provisions of this Article shall, at the option of LANDLORD, be void and of no force or effect. Any Transfer of TENANT's interest in this Lease or the Premises by operation of law, regardless of whether the same is characterized as voluntary or involuntary, shall be construed as an "assignment" prohibited by this Article. Upon such permitted Transfer, assignee or sublessee shall assume all obligations of TENANT under this Lease provided that any assignee has first executed an assumption agreement as provided in Section 8.2. Further, LANDLORD's written consent to any one Transfer shall not act as a waiver of the requirements of consent with respect to any subsequent Transfer. Notwithstanding the foregoing, TENANT may make a collateral assignment of its interest in this Lease for security purposes to the holders of deeds of trust or mortgages on TENANT's improvements or as security in connection with corporate refinancing without requiring LANDLORD consent; provided, however, that no such collateral assignment shall encumber or purport to encumber any real property constituting the Premises.

8.2 ASSUMPTION AGREEMENT. Any assignee including a collateral assignee of TENANT shall execute and deliver to LANDLORD an assignment agreement in a form satisfactory to LANDLORD prior to the effective date of the proposed assignment. Any Transfer made in violation of this Article 8 shall be considered void and of no force or effect.

8.3 INFORMATION TO LANDLORD. TENANT shall provide for any proposed Transfer all information reasonably requested by LANDLORD, including (i) the name and address of the proposed subtenant, assignee, pledgee, mortgagee or transferee, (ii) a reasonably detailed description of such person or entity's business, (iii) reasonably detailed financial references for such person or entity, (iv) a true and complete copy of the proposed sublease, assignment, pledge, mortgage or other conveyance and all related documentation, and (v) such other information as LANDLORD may reasonably require.

8.4 ADDITIONAL CONDITIONS; EXCESS RENT. A condition of LANDLORD's consent to any Transfer shall be the delivery to LANDLORD of a true copy of the fully executed instrument of assignment, sublease, or transfer, in form and substance reasonably satisfactory to LANDLORD. In addition, beginning January 1, 2021, TENANT shall pay to LANDLORD as additional rent within thirty (30) days after receipt thereof, without affecting or reducing any other obligations of TENANT hereunder, fifty percent (50%) of any rent or other economic consideration received by TENANT as a result of any Transfer that exceeds, in the aggregate: (i) the total rent which TENANT is obligated to pay LANDLORD under this Lease (prorated to reflect obligations allocable to any portion of the Premises subleased) for the applicable period, plus (ii) any reasonable brokerage commissions and attorneys' fees actually paid by TENANT in connection with such Transfer, which commissions and fees shall, for purposes of the aforesaid calculation, be amortized on a straight-line basis over the term of such Transfer. For purposes of this Section 8.4, the full amount of rent or other economic consideration received by TENANT for any portion of the Premises not contained within a building shall be considered excess rent.

8.5 NO RELEASE. No Transfer, occupancy, or collection of rent from any proposed transferee shall be deemed a waiver on the part of LANDLORD, or the acceptance of a transferee as TENANT, and no Transfer shall release TENANT from TENANT's obligations under this Lease or alter the primary liability of TENANT to pay rent and to perform all other obligations to be performed by TENANT hereunder. LANDLORD may require that any transferee remit directly to LANDLORD on a monthly basis, all monies due TENANT by said transferee, and each sublease shall provide that if LANDLORD gives said sublessee written notice that TENANT is in default under this Lease, said sublessee will thereafter make all payments due under the sublease directly to or as directed by LANDLORD, which payments will be credited against any payments due under this Lease. TENANT hereby irrevocably and unconditionally assigns to LANDLORD all rents and other sums payable under any sublease of the Premises; provided, however, that LANDLORD hereby grants TENANT a license to collect all such rents and other sums so long as TENANT is not in default under this Lease. Consent by LANDLORD to one Transfer shall not be deemed consent to any subsequent Transfer. In the event of a default by any Transferee of TENANT or any successor of TENANT in the performance of any of the terms hereof, LANDLORD may proceed directly against TENANT without the necessity of exhausting remedies against such transferee or successor. LANDLORD may consent to subsequent Transfers of the Lease or amendments or modifications to the Lease with assignees of TENANT, without notifying TENANT, or any successor of TENANT, and without obtaining its or their consent thereto, and any such actions shall not relieve TENANT of liability under this Lease.

ARTICLE 9 - DEFAULT OF TENANT OR LANDLORD

9.1 DEFAULT OF TENANT. TENANT shall be deemed in default of its obligations under this Lease upon the occurrence of any of the following:

- (a) TENANT's failure to pay rent within ten (10) days after written notice from LANDLORD that such sums are due and owing;

(b) TENANT's continued failure to perform any other covenant, promise, or obligation of this Lease for a period of more than thirty (30) days after written notice thereof by LANDLORD to TENANT, unless such failure can not reasonably be cured within thirty (30) days and in that event TENANT shall commence to cure said failure within the thirty (30) day period and thereafter diligently continue to cure the failure;

(c) The bankruptcy of, or appointment of a receiver or trustee for, TENANT;

(d) TENANT voluntarily petitions for relief under, or otherwise seeks the benefit of, any bankruptcy, reorganization, or insolvency law;

(e) TENANT's making of any general assignment of this Lease for the benefit of creditors;

(f) Any sale, transfer, assignment, sublease, or other disposition prohibited herein; or

(g) TENANT doing or permitting to be done anything that creates a lien upon the Premises if TENANT fails to obtain the release of any such lien or bond off any such lien within a commercially reasonable time period.

9.2 LANDLORD'S REMEDIES. If TENANT fails to cure any default described in 9.1 within twenty (20) days, LANDLORD may exercise any one or all of the following options, provided that such is not in conflict with the Default and Remedy laws of the State of Colorado:

(a) Terminate TENANT's right to possession under this Lease and reenter and take possession of the Premises and relet or attempt to relet the Premises on behalf of TENANT, at such rental and upon such terms and conditions as LANDLORD may, in the exercise of LANDLORD's reasonable discretion, deem best under the circumstances for the purpose of reducing TENANT's liability. LANDLORD shall not be deemed to have thereby accepted a surrender of the Premises and TENANT shall remain liable for all rental and other charges due under this Lease and for all damages suffered by LANDLORD because of TENANT's breach of any of the covenants of this Lease. At any time during such repossession or reletting, LANDLORD may, by delivering written notice to TENANT, elect to exercise its option under the following subparagraph to accept a surrender of the Premises, terminate and cancel this Lease and retake possession and occupancy of the Premises on behalf of LANDLORD. Notwithstanding the foregoing, LANDLORD will seek to mitigate its damages caused by TENANT as required under Colorado law.

(b) Provide written notice that the Lease is terminated and LANDLORD has the right to reenter upon and take possession of the Premises within twenty (20) days of such notice, whereupon the term hereby granted and all right, title, and interest of TENANT in the Premises shall terminate. Such termination shall be without prejudice to LANDLORD's right to collect from TENANT any rent or other charges or sums that

have accrued prior to such termination, together with all damages suffered by LANDLORD because of TENANT's breach of any covenant contained in this Lease.

(c) Exercise any and all rights, remedies, and privileges that LANDLORD may have under applicable law or in equity, or under this Lease.

9.3 DEFAULT OF LANDLORD. Except as otherwise provided in this Lease, LANDLORD shall be in default under this Lease if LANDLORD fails to perform any of its obligations hereunder and said failure continues for a period of thirty (30) days after written notice from TENANT to LANDLORD (unless such failure cannot reasonably be cured within thirty (30) days and in that event LANDLORD shall commence to cure said failure within the thirty (30) day period and thereafter diligently continue to cure the failure). TENANT shall have no right of setoff against rent. TENANT may pursue as a remedy damages, recoupment, or counterclaims for any damages that TENANT may have sustained by reason of LANDLORD's failure to perform any of the terms, covenants or conditions contained in this Lease.

ARTICLE 10 - ACCESS BY LANDLORD

LANDLORD or LANDLORD'S agents shall have the right to enter the Premises upon reasonable notice to examine and inspect the same, to show the Premises to prospective purchasers, to determine compliance with the terms of this Lease, to make alterations, repairs, improvements or additions as LANDLORD may deem necessary or desirable, or to conduct such other inspections and activities of LANDLORD, provided the same do not unreasonably interfere with TENANT's use and enjoyment of the Premises. Nothing herein contained shall be deemed or construed to impose upon LANDLORD any obligation, responsibility or liability whatsoever for the care, maintenance or repair of the Premises, nor any part thereof or any improvements, fixtures or property located thereon, except as otherwise specifically provided herein.

ARTICLE 11 - TENANT'S PROPERTY

11.1 TAXES ON TENANTS PROPERTY. TENANT shall be responsible for and shall pay before delinquency all municipal, county, state and federal taxes assessed during the term of this Lease against personal property of any kind owned by or placed in, upon or about the Premises by the TENANT.

11.2 LOSS OR DAMAGE. Except as provided herein, LANDLORD shall not be liable for any loss or damage to property of TENANT or of others located on the Premises, by theft or otherwise. LANDLORD shall not be liable for any claims arising from damage to property located in or on the Premises resulting from fire, explosion, gas or electrical malfunction, water damage or leakage; nor shall LANDLORD be liable for any damages caused by other persons in the Premises, or by public or quasi-public work on adjacent property, excepting only liability to the extent resulting from gross negligence or willful and wanton acts or omissions of LANDLORD. It is acknowledged and understood by TENANT that the safety and security of any property of TENANT is the sole responsibility and risk of TENANT.

ARTICLE 12 - SURRENDER OF PREMISES, HOLDING OVER

12.1 SURRENDER OF PREMISES. Within thirty (30) days after the expiration or termination of this Lease as provided herein, TENANT shall at its sole expense remove from the Premises any and all personal property. Any items of personal property not removed shall, at LANDLORD's option, become the property of the LANDLORD, and TENANT shall execute and deliver to the LANDLORD a Bill of Sale for such items of personal property. Any fixtures, structures, or improvements installed by TENANT or located on the leased Premises at the time of termination shall be deemed the property of the LANDLORD.

12.2 HOLDING OVER. This Lease and the tenancy created shall cease and terminate at the end of the original term hereof, unless extended as provided herein, without the necessity of notice, and TENANT hereby waives notice and agrees that LANDLORD shall be entitled to summary recovery of the Premises. Any holding over after the expiration of the term hereof, with or without the consent of LANDLORD, shall be construed to be a tenancy at sufferance, and LANDLORD shall be entitled to collect rental as provided by law for such tenancy, but not less than one hundred fifty percent (150%) of the monthly rental rate set forth in Article 1, together with all other rent and charges due hereunder.

ARTICLE 13 – CONDEMNATION

If during the term of this Lease or any renewal hereof, the whole of the Premises are condemned or taken in any manner for public use, or if a portion of the Premises is condemned or taken in any manner for public use to an extent that constitutes an unreasonable interference with TENANT's business operations, then in either event TENANT may elect to terminate this Lease as of the date of the vesting of title in such public authority. LANDLORD shall be entitled to that portion of condemnation award attributable to LANDLORD's interest in the Premises. TENANT shall be entitled to that portion of the condemnation award attributable to TENANT's leasehold interest in the Premises, the loss of all improvements, trade fixtures and other personal property on the Premises, all business losses and relocation costs.

ARTICLE 14 - DESTRUCTION OF PREMISES

14.1 TOTAL DESTRUCTION. If the Premises are totally destroyed by fire or other casualty or if the Premises are partially destroyed to an extent that constitutes an unreasonable interference in TENANT's business operations, then TENANT shall have the option of terminating this Lease upon written notice to LANDLORD within thirty (30) days after such casualty loss, in which event rent and all other payment obligations herein shall cease as of the date of such casualty, and neither LANDLORD nor TENANT shall have any further obligations or rights hereunder except with respect to those provisions which expressly survive termination of this Agreement.

14.2 PARTIAL DESTRUCTION. In the event of fire or other casualty and TENANT elects to continue under this Lease as provided in Section 14.1, then TENANT shall restore the Premises to the same or better condition as existed prior to such fire or other casualty. TENANT shall commence restoration of the Premises as soon as reasonably possible and thereafter proceed with diligence to complete such restoration as soon thereafter as is practical. During any restoration hereunder, TENANT shall receive a proportionate reduction in the rent until all facilities are restored, unless TENANT is unable, in its reasonable discretion, to continue operating the Premises, in which event all rent shall abate until TENANT re-opens for business.

14.3 NON-LIABILITY. LANDLORD shall not be liable for any inconvenience or interruption of business of TENANT occasioned by fire or other casualty, except to the extent of abatement by TENANT of all rent obligations hereunder.

14.4 NOTICE BY TENANT. TENANT shall give immediate notice to LANDLORD in case of fire or other casualty or accident on the Premises.

ARTICLE 15 – SIGNS

TENANT shall have the right to affix such signs as customarily are used in its business upon the windows, doors, interior and exterior walls of the Premises, and such free-standing signs as may seem appropriate to TENANT and are authorized by any governmental authority having jurisdiction over the Premises. Nothing herein shall be construed to obligate the City of Louisville, acting in its administrative or quasi-judicial capacity, to approve any application of TENANT submitted under the City's land use, sign, or building codes for the placement of any signage.

ARTICLE 16 – ACCEPTANCE & TENANT IMPROVEMENTS

16.1 GENERAL ACCEPTANCE. LANDLORD shall deliver the Premises to TENANT upon commencement of the term of this Lease. The taking of possession of the Premises shall be deemed an acceptance of the same by TENANT in its "AS IS" and present condition whether patent or latent, without representation or warranty or representation of any kind as to the condition thereof, and without any obligation of LANDLORD to modify, repair, replace, improve or maintain the Premises for TENANT. Landlord agrees the existing HVAC, roof, electrical, lighting and plumbing systems shall be placed in good working order at the time

of delivery. TENANT shall be responsible at its expense for any upgrades to such existing systems, excluding necessary replacements in accordance with Section 5.3 above.

16.2 TENANT'S IMPROVEMENTS. TENANT shall be responsible for construction, alterations, replacements, additions, repairs, fixtures, and improvements to the Premises required for TENANT's Permitted Use, all of which shall be at TENANT's sole cost and expense except as expressly provided in Section 5.3 hereof. TENANT's work shall not be commenced unless and until final written plans and specifications have been submitted to and approved by LANDLORD, which approval may not be unreasonably withheld; provided, however, that LANDLORD approval shall not be required for TENANT work with a cost of less than \$5,000 for any individual project that does not involve structural work or roof penetrations. Any such plans and specifications shall include a site plan, elevations, and all other information required for issuance of a building permit, and shall be prepared and submitted to LANDLORD at least sixty (60) days prior to the date of commencement of the work. LANDLORD shall have thirty (30) days from receipt thereof to disapprove of such plans and specifications. If LANDLORD does not respond within thirty (30) days of receipt, LANDLORD shall be deemed to have approved the work. All work shall be completed in compliance with all codes, ordinances, rules and regulations of any authority, in a good and workmanlike manner by licensed contractors with appropriate building permits. TENANT agrees that all contractors performing work on the Premises shall maintain commercial liability insurance of at least Two Million and No/100 Dollars (\$2,000,000.00). All entries on the Premises and all work done by or on behalf of the TENANT shall be at TENANT's sole risk. Nothing herein shall be construed to obligate the City of Louisville, acting in its administrative or quasi-judicial capacity, to approve any application of TENANT submitted under the City's land use or building codes for approval of any work upon the Premises.

All materials and equipment furnished by TENANT in its improvement of the Premises shall be new unless otherwise specified in the approved plans and specifications. All of TENANT's work to be performed on the Premises shall be of good and workmanlike quality, free from faults and defects, and in accordance with the approved plans and specifications and legal requirements. Any of TENANT's work not conforming to the above standards shall be considered defective.

LANDLORD hereby approves TENANT work in the nature of (i) addition of three (3) compartment sinks, washer and dryers to the back North Facing warehouse; and (ii) adding exterior beautification (i.e. turf or grass), provided that the same comply with all applicable codes and regulations.

ARTICLE 17 - REPRESENTATIONS AND WARRANTIES

17.1 TENANT. TENANT hereby represents and warrants to LANDLORD that: (a) TENANT is a duly authorized and existing Delaware corporation; (b) TENANT has the full right and authority to enter into this Lease; (c) each of the persons executing this Lease on behalf of TENANT is authorized to do so; and (d) this Lease constitutes a valid and legally binding obligation of TENANT, enforceable in accordance with its terms.

17.2 LANDLORD. LANDLORD represents and warrants to TENANT that: (a) LANDLORD has the full right and authority to enter into this Lease; (b) each of the persons executing this Lease on behalf of LANDLORD is authorized to do so; and (c) this Lease constitutes a valid and legally binding obligation on LANDLORD, enforceable in accordance with its terms.

ARTICLE 18 - NOTICES

Any notice, demand, request or other instrument which may be or is required to be given under this Lease shall be deemed to be delivered (a) whether or not actually received, three (3) days after deposited in the United States mail, postage prepaid, certified or registered mail, return receipt requested, or (b) when received (or when receipt is refused) if delivered personally, sent by facsimile transmission, or sent by a nationally recognized overnight courier, all charges prepaid, at the addresses of LANDLORD and TENANT as set forth in this Section. Such address may be changed by written notice to the other party in accordance with this Section.

If to LANDLORD:

City of Louisville
Attn: Economic Vitality
749 Main Street
Louisville, CO 80027

If to TENANT:

Avid4 Adventure Inc.
Attn: Paul Dreyer
1501 Empire Road
Louisville, CO 80027

With a copy to:
Hutchinson, Black & Cook LLC
Attn: Justin C. Konrad
921 Walnut Street, Suite 200
Boulder, CO 80302

ARTICLE 19 - ESTOPPEL CERTIFICATE

At any time and from time to time either party, upon request of the other party, will execute, acknowledge and deliver an instrument, stating, if the same be true, that this Lease is a true and exact copy of this Lease between the parties hereto, and, if true at the time requested, there are no amendments hereof (or stating what amendments there may be), that the same is then in full force and effect and that, to the best of its knowledge, there are no offsets, defenses or counterclaims with respect to the payment of Rent reserved hereunder or in the performance of the other terms, covenants and conditions hereof on the part of TENANT or LANDLORD, as the case may be, to be performed, and that as of such date no default has been declared hereunder by either party or if not, specifying the same.

ARTICLE 20 - HAZARDOUS SUBSTANCES

20.1 HAZARDOUS SUBSTANCES INDEMNITY. TENANT shall not cause or permit any Hazardous Substance to be used, stored, generated, or disposed of on, in or about the Premises without obtaining LANDLORD's prior written consent. If any Hazardous Substance is used, stored, generated, or disposed of on, in, or about the Premises except as permitted above, or if the Premises become contaminated in any manner as a result of any breach of the foregoing covenant or any act or omission of TENANT or any of its employees or contractors, TENANT shall indemnify, defend and hold harmless LANDLORD from any and all claims, demands, actions, damages, fines, judgments, penalties, costs (including attorneys', consultants', and experts' fees), liabilities, losses (, and expenses arising during or after the term of this Lease and arising as a result of such contamination. This indemnification includes, without limitation, any and all costs incurred due to any investigation of the site or any cleanup, removal, or restoration mandated by a federal, state, or local agency or political subdivision. Without limitation of the foregoing, if TENANT causes or permits the presence of any Hazardous Substance on, in, or about the Premises that results in contamination, TENANT, at its sole expense, shall promptly take any and all necessary actions to return the Premises to the same condition that existed prior to the presence of any such Hazardous Substance on, in, or about the Premises. TENANT shall first obtain LANDLORD's approval for any such remedial action, which approval shall not be unreasonably withheld. Notwithstanding the foregoing, this indemnification shall only apply to contamination by Hazardous Substances resulting from TENANT'S use and operation of the Premises. Nothing herein contained shall be held to indemnify LANDLORD from liability for Hazardous Substances contamination resulting from LANDLORD'S ownership, use or operation, or the use or operation by any third party in, on or under the Premises or arising out of conditions existing on the Premises prior to the commencement of TENANT's first possession of the Premises.

20.2 DEFINITION. As used herein, the term "Hazardous Substance" means any substance that is toxic, ignitable, reactive, or corrosive and which is regulated by any local government, the State in which the Premises are located, or the United States government. "Hazardous Substance" includes any and all materials or substances that are defined as "hazardous waste", "extremely hazardous waste" or a "hazardous substance" pursuant to state, federal or local governmental law. "Hazardous Substance" includes, but is not limited to, asbestos, polychlorobiphenyls and petroleum. The provisions under this entire Article shall survive the expiration or earlier termination of this Lease.

ARTICLE 21 - FORCE MAJEURE

In the event that either party hereto shall be delayed or hindered in or prevented from the performance required hereunder by reason of strikes, lockouts, labor troubles, failure of power, riots, insurrection, war, acts of God, or other reason of like nature not the fault of the party delayed in performing work or doing acts (hereinafter "Permitted Delay"), such party shall be excused for the period of time equivalent to the delay caused by such Permitted Delay. Notwithstanding the foregoing, any extension of time for a Permitted Delay shall be conditioned upon the party seeking an extension of time delivering written notice of such Permitted Delay to the other party within ten (10) days of the event causing the Permitted Delay, and the maximum period of time which a party may delay any act or performance of work due to a Permitted Delay shall be sixty (60) days.

ARTICLE 22 - ADDITIONAL TERMS

22.1 PLUMBING. Plumbing facilities shall not be used for any other purpose than that for which they were constructed, and no foreign substance other than those generally used during the operation of office uses shall be deposited therein. The cost and expense of any breakage, stoppage or damage resulting from a violation of this provision shall borne by TENANT.

22.2 SECURITY. TENANT shall have full responsibility for protecting the Premises and the property located therein from theft and robbery and shall keep all doors and windows securely fastened when not in use.

22.3 GARBAGE. TENANT shall pay all costs associated with disposal of its garbage, including but not limited to, costs of pick up, containers and deposits.

22.4 VIOLATIONS. Governmental penalties, fines or damages imposed on any portion of the Premises as a result of the acts of TENANT, its employees or agents, shall be paid by TENANT within thirty (30) days after receipt of said notice by TENANT, unless reasonably contested by TENANT.

22.5 APPROVALS. Nothing in this Lease is intended or shall be construed to obligate the City of Louisville, acting in its administrative or quasi-judicial capacity, to approve any application of TENANT submitted under the City's land use, sign or building codes for approval of any development, work, signs, or improvements upon the Premises.

22.6 NO WAIVER OF IMMUNITY. LANDLORD is relying on and does not waive or intend to waive by any provision of this Lease the monetary limitations (presently \$350,000 per person and \$990,000 per occurrence) or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 *et seq.*, as from time to time amended, or otherwise available to LANDLORD and its officers and employees.

22.7 SUBJECT TO ANNUAL APPROPRIATIONS. Consistent with Article X, § 20 of the Colorado Constitution, any financial obligations of LANDLORD not performed during the current fiscal year are subject to annual appropriation, and thus any obligations of LANDLORD hereunder shall extend only to monies currently appropriated and shall not constitute a mandatory charge, requirement or liability beyond the current fiscal year. TENANT understands and agrees that any decision of the City Council to not appropriate funds shall be without recourse, penalty or liability to the City.

22.8 SUBORDINATION. This Lease and the rights of TENANT hereunder shall be and are hereby made subject and subordinate to the lien of any bond, loan, indenture, borrowing or other instrument of any kind now or hereafter existing against the property encompassing the Premises and to all renewals, modifications, consolidations, replacements and extensions thereof and to all advances made, or hereafter to be made, upon the security thereof. Although such subordination shall be self operating, TENANT, or its successors in interest, shall upon

LANDLORD's request, execute and deliver upon the demand of LANDLORD any and all instruments desired by LANDLORD, subordinating, in the manner reasonably requested by LANDLORD, this Lease to any such bond, loan, indenture, borrowing or other instrument.

22.9 NO STORAGE AREAS. TENANT acknowledges that the areas depicted as No Storage Areas on Exhibit A are areas with underground utilities. TENANT agrees that is shall not construct or install within the No Storage Areas any buildings, structures, or hardscape improvements, or place or store within the No Storage Areas any immobile shipping or storage containers or any other items that cannot be moved from the No Storage Area immediately upon demand. In the event access to or work upon the utilities within the No Storage Areas requires disturbance of any items placed by TENANT within the No Storage Areas, LANDLORD shall not be required to repair or replace any such disturbance.

22.10 RESERVED STORAGE SPACE OF LANDLORD. LANDLORD and TENANT agree that LANDLORD shall have the reserved right throughout the term to install and utilize cabinet space within what is currently Office 113 of the Main Building for installation and operation of City of Louisville IT equipment. TENANT agrees to pay for the electricity supplied for the IT equipment (i.e., such use will not be separately metered or billed to the LANDLORD). TENANT shall allow LANDLORD access to the IT cabinet during business hours and after hours via a key or other entry system mutually agreed by the parties, and LANDLORD shall use reasonable efforts to provide advance notice to and coordinate access to the cabinet with TENANT. LANDLORD is responsible for all costs associated with the IT cabinet except electricity charges.

ARTICLE 23 - MISCELLANEOUS

23.1 WAIVER. The waiver by LANDLORD or TENANT of any breach or default of any term, covenant or condition shall not be deemed to be a waiver of any subsequent breach or default of the same or any other term, covenant or condition, nor shall the acceptance of Rent be deemed to be a waiver of any such breach or default of such Rent. No term, covenant or condition of this Lease shall be deemed to have been waived by LANDLORD or TENANT, unless such waiver is in writing.

23.2 ACCORD AND SATISFACTION. No payment by TENANT or acceptance by LANDLORD of a lesser amount than sums herein stipulated shall be deemed to be other than on account of the due sums, nor shall any endorsement or statement on any check or in any letter accompanying any check or payment prejudice LANDLORD's right to recover the balance or such rent or pursue any other remedy provided in this Lease, unless otherwise agreed to by LANDLORD.

23.3 CAPTIONS AND SECTION NUMBERS. The captions and section numbers appearing in this Lease are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of, such sections.

23.4 ENTIRE AGREEMENT. This Lease and any attachments hereto and forming a part hereof set forth all the covenants, promises, agreements, conditions, and understandings

between LANDLORD and TENANT concerning the Premises and there are no covenants, promises, agreements, conditions or understandings, either oral or written, other than as herein set forth. No subsequent alteration, amendment, change or addition to this Lease shall be binding upon LANDLORD or TENANT until reduced to writing and signed by LANDLORD and TENANT.

23.5 PARTIAL INVALIDITY. If any term, covenant or condition of this Lease, or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Lease or the application of such term, covenant, or condition to persons or circumstances other than those as to which it was held invalid or unenforceable, shall not be affected thereby and each term, covenant, or condition of this Lease shall be valid and be enforced to the fullest extent permitted by law.

23.6 SURVIVAL. All of the terms and conditions of Sections 6.2 and 12.1 of this Lease, and all other terms and conditions of this Lease concerning release, indemnification, termination, remedies, and enforcement, shall survive termination of this Lease.

23.7 APPLICABLE LAW & VENUE. The parties hereto shall be bound by and this Lease shall be construed according to the laws of the State of Colorado. Venue for any litigation concerning this Lease shall be in the District Courts of Boulder County, Colorado.

23.8 RECORDING. A memorandum of this Lease may be recorded by LANDLORD or TENANT in the public records at the recording party's expense.

23.9 COSTS OF ENFORCEMENT. In the event that LANDLORD shall bring an action to recover any sum due hereunder or for any breach hereunder and shall obtain a judgment in its favor, or in the event that LANDLORD shall retain an attorney for the purpose of collecting any sum due hereunder or enforcing any of the terms or conditions hereof or protecting its interest in any bankruptcy, receivership, or insolvency proceeding or otherwise against the TENANT, the LANDLORD shall be entitled to recover all reasonable costs and expenses incurred, including reasonable attorneys' and legal assistants' fees, and costs and expenses, including expert witness fees and expenses.

23.10 CONSENT. Wherever in this Lease LANDLORD or TENANT is required to give its consent or approval, such consent or approval shall not be unreasonably withheld, conditioned or delayed.

23.11 TRANSFER OF LANDLORDS INTEREST. The term "LANDLORD" shall mean only the owner, for the time being, of the Premises, and in the event of the transfer by such owner of its interest in the Premises, then notwithstanding anything to the contrary contained herein, such owner shall thereupon automatically be released and discharged from all covenants and obligations of the LANDLORD thereafter accruing, but such covenants and obligations shall be binding during the term of this Lease upon each new owner for the duration of such owner's ownership. Notwithstanding the foregoing, any such owner shall remain obligated to TENANT for any and all deposits paid by TENANT hereunder until such time as said deposits are transferred to and accepted by any new owner and notice given to TENANT.

23.12 RIGHT OF FIRST REFUSAL TO PURCHASE PREMISES. In the event LANDLORD desires to sell the Premises and LANDLORD receives from a third party a bona fide offer to purchase the Premises, and that offer is acceptable to LANDLORD, LANDLORD agrees to disclose the terms of such offer to TENANT, in writing, within fifteen (15) business days following receipt of the offer. Upon receiving written notice of the terms of the offer and upon receipt of a copy of that offer, TENANT shall have ten (10) business days in which to elect to purchase the Premises subject to that offer on terms identical to those offered by the third party. Such an election shall be made by written notice to the LANDLORD. Within thirty (30) days thereafter, the parties shall enter into a written contract of sale in a form approved by the Colorado Real Estate Commission expressly including and incorporating all of the terms of the third party offer made to the LANDLORD, except as the parties may mutually agree. Within three (3) days after the full execution of the Colorado Real Estate Commission contract, the TENANT shall deposit an earnest money check with a mutually agreed upon title company in the amount contained in the third party offer, to be applied to the purchase price. If the TENANT, after receiving notice of the third party offer, fails to exercise its right of first refusal to purchase the Premises subject to that offer, within the allotted ten (10) business day period, TENANT's right of first refusal to purchase the Premises subject to that offer shall terminate and TENANT shall thereafter have no further right to purchase the Premises subject to that offer, it being the parties' express intent that TENANT's right of first purchase shall be a one-time right only, irrespective of whether the Premises are sold to the third party pursuant to the offer submitted by the third party and accepted by the LANDLORD.

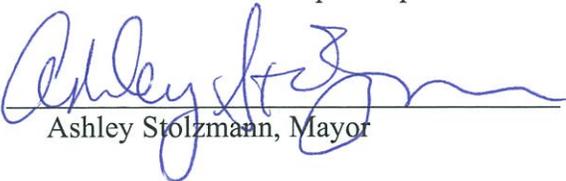
23.13 SUCCESSORS. All rights and liabilities herein given to or imposed upon the parties hereto shall inure to the benefit of and be binding upon their respective heirs, executors, administrators, successors and assigns and, except as may be otherwise set forth herein, if there shall be more than one TENANT, they shall all be bound jointly and severally by the terms, covenants and agreements herein. No rights, however, shall inure to the benefit of any assignee of TENANT unless such assignment has been approved by LANDLORD in writing as provided elsewhere in this Lease.

23.14 BROKERAGE. That certain Lease Termination Agreement executed by LANDLORD, TENANT, and Human Movement, Inc. provides that Human Movement, Inc. shall pay for brokerage fees as set forth in such Lease Termination Agreement. LANDLORD and TENANT each represent that no other brokers, finders or similar fee or commission is due in connection with this Lease.

23.15 COUNTERPARTS. This Lease may be executed in counterparts; each counterpart constitutes a complete and binding agreement but all of such counterparts, taken together, form one and the same agreement.

IN WITNESS WHEREOF, LANDLORD AND TENANT have executed this Lease effective as the day and year first above and written.

LANDLORD:
CITY OF LOUISVILLE,
a Colorado home rule municipal corporation

By: 
Ashley Stolzmann, Mayor

ATTEST:

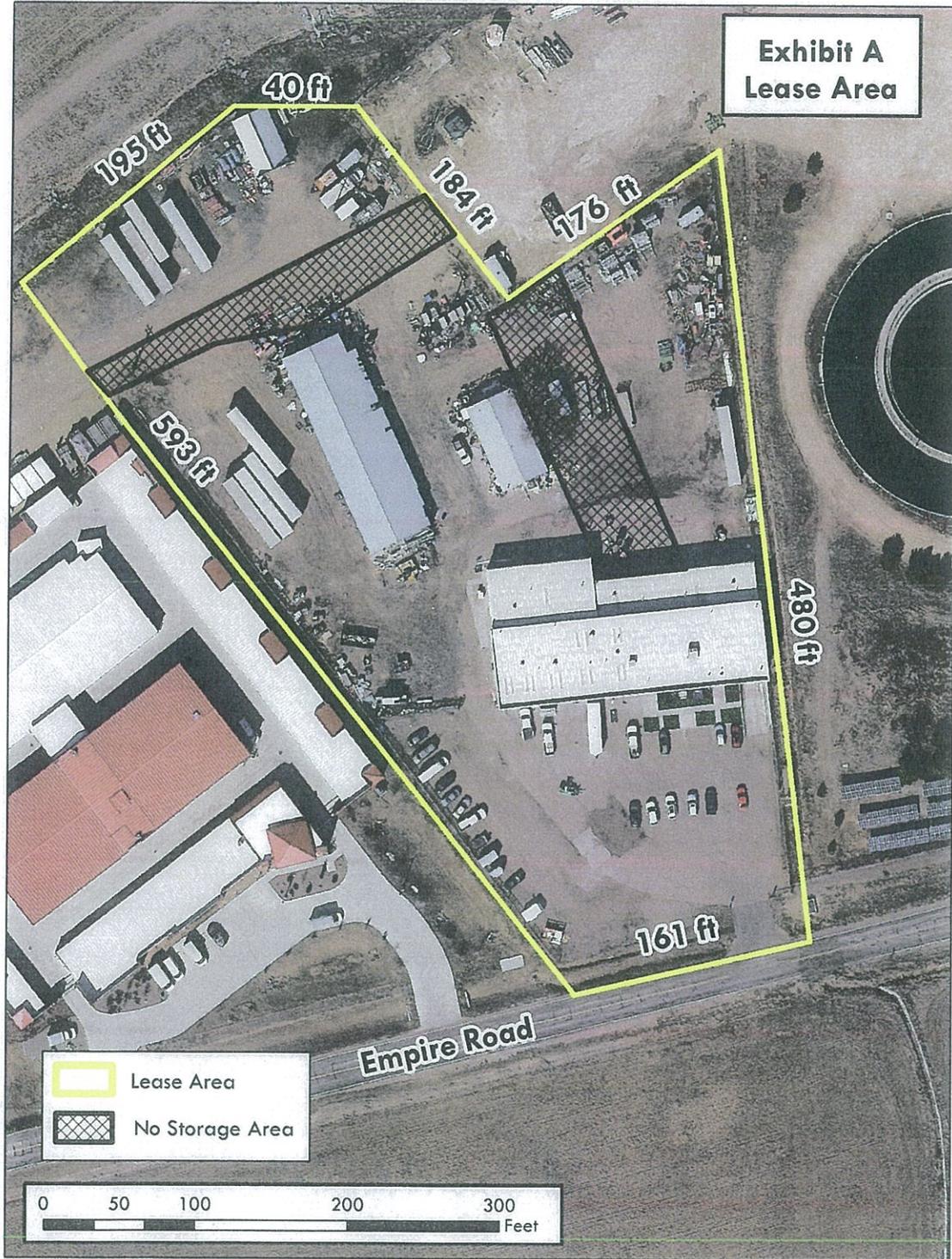
By: 
Meredyth Muth, City Clerk



TENANT:
AVID4 ADVENTURE, INC .
a Delaware corporation

By: 
Paul Dreyer, CEO

Exhibit A





May 21, 2020

Heather Balser
Louisville City Manager
749 Main Street
Louisville CO 80027

Dear City Manager Balser and the entire City Council,

Thank you again for working with us during these unprecedented times. As a summer seasonal business, we generate nearly 100% of our annual revenue from operating summer camps, but we incur expenses year-round. A summer without standard camp programming threatens the financial health of Avid4 Adventure. With that in mind, we have taken immediate and necessary steps to keep our business afloat.

What steps have we taken?

- In March, we furloughed roughly 25% of the HQ staff with the remaining staff taking 30% in salary reductions.
- We applied for, and received, emergency federal loans. This has given us the ability (in the short term - just through the end of May) to bring back most of our furloughed HQ staff and return our staff to their full salaries.
- Over the last seven weeks, we have developed, tested, and implemented three alternative summer camp programs with smaller group sizes and safer health protocols. Fundamentally, we created three brand new business models. From a COVID perspective, there is just no way to comfortably provide safe summer camps without drastic changes to our established model. It is evident that we are industry leading in this regard. Several summer camps have cancelled all 2020 programs and several more are in a "wait and see" holding pattern. Unfortunately, we will see many summer camps go bankrupt this year. These alternative programs show us that we have a realistic, albeit difficult, financial path forward. Further, these alternative programs provide parents and kids with a safe and fun escape from the quarantined lives we have been living.

What does this summer look like now?

- Despite our ability to ramp up alternative programs, this summer will be very hard on us. We will need to operate at a greatly reduced scope. And we will have a significant net loss for the year.



- Under typical circumstances, we would be bringing on about 750 seasonal staff to work this summer. We now plan to hire only about 250.
- We will also need to furlough an additional 30% of our HQ salary.
- We are now projecting a 75% reduction in annual gross revenue. As a company that operates on slim margins already, and with many operational expenses already spent in January-March, this type of revenue loss is truly crushing.

Our ask:

- Given the 75% reduction in our 2020 revenue, we respectfully request for a 75% reduction in lease payments for the remainder of 2020, starting June 1, 2020.
- This revenue loss will have negative cash flow effects that stretch into 2021 and beyond. It still remains unclear what next year will look like. Therefore, we request the opportunity to discuss our 2021 lease payments later this year when we all have a clearer understanding of what the new normal looks like with COVID.
- We understand that the City is required to maintain our leased property and is responsible for any capital repairs or improvements. To alleviate the City's concern of potential cash outflow for capital improvements with limited cash inflow from rent payments (because of the rent abatement) we propose to split 50/50 any capital improvements necessary for normal operation of the leased property with the City for the remainder of 2020 (capped at \$25,000 for our portion). This \$25k cap is roughly 25% of our 2020 rent payments and if capital improvements are necessary that would put our total cash outflow for rent and expenditures to approximately 50% of the original 2020 lease payments.

Again, thank you for the conversation and for your partnership. As you have heard me say before, we are so excited for a long and deep partnership with the City, this summer and beyond.

Sincerely,



Paul Dreyer
CEO, Avid4 Adventure

SUBJECT: LESBIAN, GAY, BISEXUAL, TRANSGENDER, AND QUEER
PRIDE MONTH PROCLAMATION

DATE: JUNE 2, 2020

PRESENTED BY: COUNCILMEMBER BROWN
COUNCILMEMBER DICKINSON

SUMMARY:

Councilmembers Brown and Dickinson bring forth the attached proclamation for Council consideration.

FISCAL IMPACT:

None

RECOMMENDATION:

Approve proclamation.

ATTACHMENT(S):

1. Proclamation



Lesbian, Gay, Bisexual, Transgender, and Queer Pride Month Proclamation
June 2020

Whereas, Louisville has a diverse LGBTQ community that includes people of many races, ethnicities, religions, and professions; and

Whereas, diversity is a community asset that enhances and enriches the lives of all community members; and

Whereas, the bravery and courage of those who fought for dignity and equality at the Stonewall Inn over 50 years ago continue to inspire advocates and allies in Louisville as they continue to build community of inclusiveness and acceptance; and,

Whereas, LGBTQ rights are human rights; and

Whereas, the fight for dignity and equality for LGBTQ people is reflected in the tireless dedication of advocates and allies who strive to make this a more inclusive society; and

Whereas, no matter who you love or what your gender identity is, you are welcome in Louisville; and

Whereas, during the month of June, residents of Louisville are encouraged to join together to celebrate and honor the history, diversity and the resilience of the LGBTQ communities; and

Whereas, despite staying apart from each other to address the COVID-19 pandemic, we remain in this together as a community, working towards a better future; and

Whereas, Louisville honors its commitment to the promotion and protection of the human rights of LGBTQ residents.

Now therefore, be it resolved by the City Council of the Louisville, Colorado, that the month of June 2020, **is recognized as Louisville's Lesbian, Gay, Bisexual, Transgender, and Queer Pride Month** and urges all residents to respect and honor our diverse community and celebrate and build a culture of inclusiveness and acceptance.

DATED this 2nd day June, 2020

Ashley Stolzmann, Mayor

ATTEST:

Meredyth Muth, City Clerk

SUBJECT: **ORDINANCE NO. 1794, SERIES 2020 – AN EMERGENCY
ORDINANCE EXTENDING TO JUNE 30, 2020 THE
REQUIREMENT TO WEAR FACE COVERINGS WITHIN THE
CITY – 1ST AND FINAL READING – PUBLIC HEARING –
Adoption as Emergency Ordinance**

DATE: **JUNE 2, 2020**

PRESENTED BY: **KATHLEEN KELLY, CITY ATTORNEY**

SUMMARY:

In response to the COVID-19 pandemic on May 5, the City Council approved Ordinance No. 1792, Series 2020 requiring persons to wear masks in public places and outside when a six foot distance cannot be maintained. The ordinance does have specific exceptions for children and for those for whom it maybe a health risk. The requirement expires June 5, 2020.

The City’s ordinance aligns with similar rules from Boulder County and other regional municipalities. On May 21, the Boulder County Board of Health extended its mask order to June 30, 2020; it was previously set to expire on May 26. If the City Council would like to keep the timeline in Louisville in alignment with the rest of Boulder County, it will need to approve an extension of Ordinance No. 1793. The attached ordinance will extend the mask requirement until June 30, 2020.

FISCAL IMPACT:

None.

RECOMMENDATION:

Approval of extension of Ordinance No. 1793, Series 2020 to June 30, 2020

ATTACHMENT(S):

1. Ordinance No. 1794, Series 2020
2. Ordinance No. 1793, Series 2020
3. May 26 Boulder County Public Health Regulation Update

STRATEGIC PLAN IMPACT:

<input type="checkbox"/>		Financial Stewardship & Asset Management	<input checked="" type="checkbox"/>		Reliable Core Services
<input type="checkbox"/>		Vibrant Economic Climate	<input type="checkbox"/>		Quality Programs & Amenities

SUBJECT: ORDINANCE NO. 1793, SERIES 2020

DATE: JUNE 2, 2020

PAGE 2 OF 2

<input type="checkbox"/>	 Engaged Community	<input checked="" type="checkbox"/>	 Healthy Workforce
<input type="checkbox"/>	 Supportive Technology	<input type="checkbox"/>	 Collaborative Regional Partner

ORDINANCE NO. 1794
SERIES 2020

**AN EMERGENCY ORDINANCE EXTENDING TO JUNE 30, 2020 THE
REQUIREMENT TO WEAR FACE COVERINGS WITHIN THE CITY**

WHEREAS, the Novel Coronavirus 2019 (COVID-19) Pandemic is a public health crisis that continues to cause widespread human and economic impacts within the City of Louisville; and

WHEREAS, on April 26, 2020, Colorado Governor Jared Polis issued Executive Order D2020-044, introducing the “Safer at Home” phase of slightly relaxed regulation, which permitted some non-critical businesses to open with certain restrictions beginning May 1, 2020; and

WHEREAS, in the Safer at Home order, Governor Polis provided that nothing in such order prevents a county or municipality from adopting more protective standards than those contained in the order, including but not limited to stay at home orders, mask wearing requirements in public, or additional protective measures and, if such local measures are adopted, they will become effective within the county or municipality without state approval; and

WHEREAS, the Centers for Disease Control and Prevention (the “CDC”) recommends the wearing of cloth face coverings in public settings where other social distancing measures are difficult to maintain, especially in areas of significant community-based transmission of COVID-19; and

WHEREAS, on May 2, 2020, Boulder County Public Health issued an order requiring facial coverings in public where social distancing cannot be maintained, which order became effective on May 9, 2020 and was to continue in effect until midnight on May 26, 2020; and

WHEREAS, on May 5, 2020, the City Council adopted Ordinance No. 1793, Series 2020, an Emergency Ordinance Requiring the Wearing of Face Coverings within the City, which ordinance become effective at 11:59 p.m. on May 7, 2020 and continues in effect until midnight on June 5, 2020; and

WHEREAS, on May 21, 2020, Boulder County Public Health extended its order requiring facial coverings to June 30, 2020, and the City Council finds its Emergency Ordinance Requiring the Wearing of Face Coverings within the City should likewise be extended until June 30, 2020; and

WHEREAS, the City Council finds and declares it has the power and authority to adopt this ordinance pursuant to C.R.S. § 31-15-103 (concerning municipal police powers), C.R.S. § 31-15-401 (concerning municipal police powers), C.R.S. § 31-15-501 (concerning municipal authority to regulate businesses), Article XX of the Colorado Constitution (concerning municipal home rule), and the City of Louisville Home Rule Charter; and

WHEREAS, the City Council finds that an emergency exists because the preservation of public property, health, safety, and welfare requires the City to take immediate action to ensure the health of all City residents, public and private employees, business patrons, and to ensure recipients of government services are protected to the greatest extent possible from transmission of COVID-19 while engaging in commercial and governmental transactions within the City during the Pandemic.

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

Section 1. Section 7 of Ordinance No. 1793, Series 2020, is hereby amended to read as follows (words to be deleted ~~stricken~~; words to be added underlined):

Section 7. Effective Date This ordinance shall become effective at 11:59 p.m. on Thursday, May 7, 2020 and shall continue in effect until midnight on ~~June 5, 2020~~ June 30, 2020, unless earlier terminated or extended.

Section 2. Except as amended by this Ordinance, all provisions of Ordinance No. 1793, Series 2020, shall continue in full force and effect in accordance with their terms.

Section 3. The City Council herewith finds, determines and declares that this ordinance is genuinely and urgently necessary for the immediate preservation of the public health, safety, and welfare because the COVID-19 Pandemic has presented an urgent need to ensure and provide for the promotion of health and the suppression of disease by preventing the spread of the virus within the City.

INTRODUCED, READ, PASSED AND ADOPTED AS AN EMERGENCY ORDINANCE BY TWO-THIRDS OF THE ENTIRE CITY COUNCIL, AND ORDERED PUBLISHED this 2nd day of June, 2020.

Ashley Stolzmann, Mayor

ATTEST:

Meredyth Muth, City Clerk

APPROVED AS TO FORM:

Kelly PC, City Attorney

**ORDINANCE NO. 1793
SERIES 2020**

**AN EMERGENCY ORDINANCE REQUIRING THE WEARING OF FACE
COVERINGS WITHIN THE CITY.**

WHEREAS, the City of Louisville (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; and

WHEREAS, the Novel Coronavirus 2019 (COVID-19) Pandemic is causing widespread human and economic impacts to the City of Louisville; and

WHEREAS, on March 15, 2020, 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, by Resolution No. 27 adopted on March 16, 2020, the City Council continued in effect the Mayor’s Declaration until terminated by resolution of the City Council; and

WHEREAS, on March 25, 2020, Governor Jared Polis issued Executive Order D2020-017 (the “Statewide Stay-at-Home Order”) ordering Coloradans to stay in place through April 11, 2020 due to the presence of COVID-19 in the state, and which Statewide Stay-at-Home Order was extended by the Governor through April 26, 2020; and

WHEREAS, on April 24, 2020, Boulder County Public Health (“BCPH”) issued a Public Health Order Adopting and Extending State Stay-at-Home Orders (the “Boulder County Stay-at-Home Order”), which continued in effect the terms of the Statewide Stay-at-Home order for those persons residing in Boulder County until May 8, 2020; and

WHEREAS, in the Boulder County Stay-at-Home Order, BCPH found “the health conditions that led to the issuance of [the Statewide Stay-at-Home Order] have not abated in Boulder County”; and

WHEREAS, on April 26, 2020, Governor Polis issued Executive Order D2020-044, introducing the “Safer at Home” phase of slightly relaxed regulation, which permits some non-critical businesses to open with certain restrictions beginning May 1, 2020, and which regulation will become effective within the City of Louisville upon the expiration of the Boulder County Stay-at-Home Order; and

WHEREAS, in the Safer at Home order, Governor Polis provided that nothing in such order prevents a county or municipality from adopting more protective standards than those contained in the order, including but not limited to stay at home orders, mask wearing requirements in public, or additional protective measures and, if such local measures are adopted, they will

become effective within the county or municipality without state approval; and

WHEREAS, the Centers for Disease Control and Prevention (the “CDC”) recommends the wearing of cloth face coverings in public settings where other social distancing measures are difficult to maintain, especially in areas of significant community-based transmission of COVID-19; and

WHEREAS the CDC further recommends the use of simple cloth face coverings to slow the spread of COVID-19 and help people who may have the virus and do not know it from transmitting it to others; and

WHEREAS, the CDC has issued guidelines for cloth face coverings that include tutorials for both sewn cloth face coverings and making cloth face coverings out of common household textile items without sewing; and

WHEREAS, while the City Council encourages cloth face coverings meeting the CDC guidelines, “face covering” has been defined herein to increase flexibility for what may constitute a face covering and thus aid in compliance with the requirements of this Ordinance; and

WHEREAS, on April 22, 2020, the Colorado Department of Public Health and Environment (“CDPHE”) issued Public Health Order 20-26 requiring face coverings for employees of critical businesses and critical government functions through May 17, 2020; and

WHEREAS, the City of Louisville is a densely populated city within Boulder County, and the City Council finds that the wearing of face coverings by both employees and patrons of businesses and government facilities as set forth herein will best provide for the promotion of health and suppression of disease within the City; and

WHEREAS, the face coverings required by this Ordinance are not surgical masks or N-95 respirators, which are critical supplies that must continue to be reserved for healthcare workers and first responders, as recommended by current CDC guidance; and

WHEREAS, the CDC recommends face coverings not be worn by children under the age of two (2) years, the CDPHE has issued additional guidelines that face coverings not be worn by children under the age of three (3) years in childcare settings, and the American Academy of Pediatrics has issued further recommendations on the use of face coverings by children, all of which have been considered by the City Council and incorporated as set forth herein; and

WHEREAS, the City Council finds and declares it has the power and authority to adopt this ordinance pursuant to C.R.S. § 31-15-103 (concerning municipal police powers), C.R.S. § 31-15-401 (concerning municipal police powers), C.R.S. § 31-15-501 (concerning municipal authority to regulate businesses), Article XX of the Colorado Constitution (concerning municipal home rule), and the City of Louisville Home Rule Charter; and

WHEREAS, the City Council finds that an emergency exists because the preservation of public property, health, safety, and welfare requires the City to take immediate action to ensure the health of all City residents, public and private employees, business patrons, and to ensure recipients of government services are protected to the greatest extent possible from transmission of COVID-19 while engaging in commercial and governmental transactions within the City during the Pandemic.

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

Section 1. Definitions. For purposes of this Ordinance, the following words and phrases shall have the following meanings:

A. *Face covering* shall mean a uniform piece of cloth or other similar material that fits snugly but comfortably against the side of the face and covers the nose and mouth and remains affixed in place without the use of one's hands.

B. *Person* shall mean and include a natural person, non-profit corporation, or a business association (however defined by the law).

C. *Place of public accommodation* means a place of business that is open to the public, including an office or other facility where government services may be accessed.

Section 2. Face Coverings Required. It shall be unlawful:

A. For any person to enter a place of public accommodation without wearing a face covering.

B. For any person who owns, or who is in responsible control of, a place of public accommodation to allow or permit to remain within such place of public accommodation any person who is not wearing a face covering.

C. For any person within Louisville, except as specifically exempted below, not to wear a face covering whenever they are outside their residence and unable to maintain, or when not maintaining, social distance of at least six (6) feet from any non-household members.

Section 3. Exceptions. Nothing herein shall require the wearing of face coverings by the following:

A. Children under the age of two (2) years, except in child care environments, where children under the age of three (3) years and children of any age while napping shall not be required to wear face coverings;

B. Any child aged twelve (12) years or younger for whom the only available face covering would pose a possible choking or strangulation hazard; any child aged twelve (12) years

or younger that has difficulty breathing with a face covering or is unconscious, incapacitated, or otherwise unable to remove the face covering without assistance; or any child aged twelve (12) years or younger for whom wearing a face covering would increase the risk of getting exposed to the virus because they are touching their face more often;

C. Persons who have trouble breathing; a person who is unconscious, incapacitated, or is otherwise unable to remove the face covering without assistance; or persons for whom a face covering would cause impairment due to an existing health condition;

D. Persons working in a professional office who do not have any face-to-face interactions with the public; provided, however, if such office is located within a building containing one or more other offices or places of public accommodation, face coverings shall be worn when entering and exiting such building and may only be removed once within the professional office where such person works; and

E. Persons in restaurants that are permitted by state and county regulations to serve food for consumption on the premises, while such person in the act of eating or drinking; provided, however, that face coverings must be worn while entering and exiting the restaurant, while ordering, paying, or otherwise interacting with employees or other customers of the restaurant, and once the food and drink have been consumed.

F. First responders, including police officers, firefighters, and emergency medical technicians, who shall wear face coverings to the extent practicable except when use of a face covering would interfere with their ability to perform their respective duties or would prevent clear communications regarding enforcement actions or direction and when talking on the radio.

Section 4. Required Signage. All places of public accommodation shall display at each entrance a sign provided by the City advising all persons of the requirements of this Ordinance, and that it is unlawful to enter such place of public accommodation without a required face covering.

Section 5. Violations; Penalty. Any person charged with a violation of this Ordinance, upon conviction thereof, shall be subject to the General Penalty in Chapter 1.28 of the Louisville Municipal Code, which provides for incarceration for a period not to exceed three hundred sixty-four (364) days, a fine not to exceed two thousand six hundred and fifty dollars (\$2,650.00), or both such fine and imprisonment. As provided in Section 1.28.010.B, each and every day during any portion of which any violation is committed, continued or permitted shall be a separate violation, and the violator shall be punished accordingly.

Section 6. Violations; License Suspension or Revocation. In addition to the penalties provided in Chapter 1.28 of the Louisville Municipal Code, a violation of this Ordinance may be cause for suspension or revocation of any license issued by the City following notice and hearing before the applicable licensing authority.

Section 7. Effective Date This ordinance shall become effective at 11:59 p.m. on Thursday, May 7, 2020 and shall continue in effect until midnight on June 5, 2020, unless earlier terminated or extended.

Section 8. More Restrictive Requirements Control. To the extent any federal, state, or county regulations, orders, or laws are enacted that are more restrictive than the requirements of this Ordinance, the more restrictive shall control.

Section 9. Provisions Severable. If any portion of this ordinance is held to be invalid for any reason, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have passed this ordinance and each part hereof irrespective of the fact that any one part be declared invalid.

Section 10. The repeal or modification of any provision of the Municipal Code of the City of Louisville by this ordinance shall not release, extinguish, alter, modify, or change in whole or in part any penalty, forfeiture, or liability, either civil or criminal, which shall have been incurred under such provision, and each provision shall be treated and held as still remaining in force for the purpose of sustaining any and all proper actions, suits, proceedings, and prosecutions for the enforcement of the penalty, forfeiture, or liability, as well as for the purpose of sustaining any judgment, decree, or order which can or may be rendered, entered, or made in such actions, suits, proceedings, or prosecutions.

Section 11. All other ordinances or portions thereof inconsistent or conflicting with this ordinance or any portion hereof are hereby repealed to the extent of such inconsistency or conflict.

Section 12. The City Council herewith finds, determines and declares that this ordinance is genuinely and urgently necessary for the immediate preservation of the public health, safety, and welfare because the COVID-19 Pandemic has presented an urgent need to ensure and provide for the promotion of health and the suppression of disease by preventing the spread of the virus within the City.

INTRODUCED, READ, PASSED AND ADOPTED AS AN EMERGENCY ORDINANCE BY TWO-THIRDS OF THE ENTIRE CITY COUNCIL, AND ORDERED PUBLISHED this 5th day of May, 2020.



Ashley Stolzmann, Mayor

ATTEST:

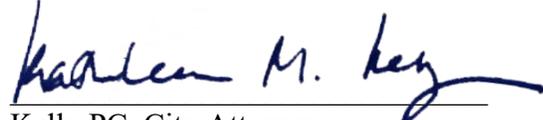


Meredyth Muth, City Clerk



Ordinance No. 1793, Series 2020
Page 5 of 6

APPROVED AS TO FORM:



Kelly PC, City Attorney



COVID-19



Public Health Directors Coronavirus Disease Update to Administrators

Boulder County Response to COVID-19

May 26, 2020

Boulder County Call Center: **720.776.0822**

Boulder County Covid-19 website: <https://www.bouldercounty.org/families/disease/covid-19/>

Background

The purpose of this document is to provide weekly updates on Tuesday mornings for Boulder County Administrators. This will include new information from the last week that is important to share with this group.

Boulder County Public Health is working actively with the Colorado Department of Public Health & Environment (CDPHE), the Colorado Association of Local Public Health Officials (CALPHO) and our Front Range counties including:

- Adams
- Arapahoe
- Boulder
- Broomfield
- Denver
- Douglas
- Jefferson
- Larimer
- Weld

We have worked diligently to ensure that the approaches we are taking across the Front Range are aligned and consistent to the maximum extent possible. This is especially true for the [Metro Denver Partnership for Health](#), a standing public health partnership that includes: Adams, Arapahoe, Boulder, Broomfield, Denver, Douglas and Jefferson Counties. Metro public health directors have partnered closely with CDPHE and the Governor's Office to ensure coordinated efforts to limit and slow the spread of this disease.

New Information This Week

Safer at Home

The Colorado Department of Public Health & Environment Safer at Home website can be accessed here: <https://covid19.colorado.gov/safer-at-home>

Beginning on May 27, restaurants will be able to open for in-person dining at 50% capacity of the indoor posted occupancy code limit, but they cannot exceed 50 people, whichever is less. They are also encouraged to provide as much outdoor services as possible. Bars will remain closed. Establishments that do not serve food will be evaluated in June. Read the full restaurant guidance [here](#).

Children's day camps and youth sports camps will open on Monday, June 1, 2020. Residential overnight camps will be closed in June. Decisions for July and August overnight camps will be made in mid-June. Children's residential camps that choose to operate as day camps must work with the Colorado Department of Human Services and their local public health agency (LPHA) for approval. Day camps, including mobile, youth sports camps, and outdoor camps, must operate with restrictions and strong precautionary measures, as specified in the [guidance](#).

Social Distancing and Face Covering

The Boulder County Board of Health approved a face covering order extension on Thursday, May 21, 2020 that went into effect on Saturday, May 9, 2020 and remains in effect until May 26, 2020. This is the same order that is currently in effect and will expire this evening at 12:00 a.m. This action just extends the order until June 30, 2020.

BCPH surveyed businesses as well as did an in-person assessment of multiple businesses and found that although social distancing was not being maintained consistently, there was a very high percentage of people wearing face coverings which is good news. We will continue to monitor in the weeks to come for both social distancing and masking. Please continue to stress the importance of social distancing as it is the primary mechanism to slow the spread of the disease.

BCPH is also partnering with the Chambers to do joint messaging about the importance of social distancing and masking as we the Governor's Office continues to slowly lift portions of the orders.

Presentations and Public Information

- You can track our data daily on the BCPH website here: <https://www.bouldercounty.org/families/disease/covid-19/covid-19-illness-and-recovery/>.
- You can track state level data daily here: <https://covid19.colorado.gov/data/case-data>

Presentations this week:

- Longmont City Council

*A good [video](#) from 9News
on why it is important to stay home
to prevent the spread of this disease.*

SUBJECT: RESOLUTION NO. 39 SERIES 2020 – A RESOLUTION DESIGNATING THE MANCINI HOUSE LOCATED AT 908 REX STREET A HISTORIC LANDMARK

DATE: JUNE 2, 2020

PRESENTED BY: FELICITY SELVOSKI, PLANNER/HISTORIC PRESERVATION PLANNING & BUILDING SAFETY DEPARTMENT

SUMMARY:

The applicant is requesting approval of landmark designation for the property at 908 Rex Street (Lots 3-4-5, Block 8, Murphy Place).

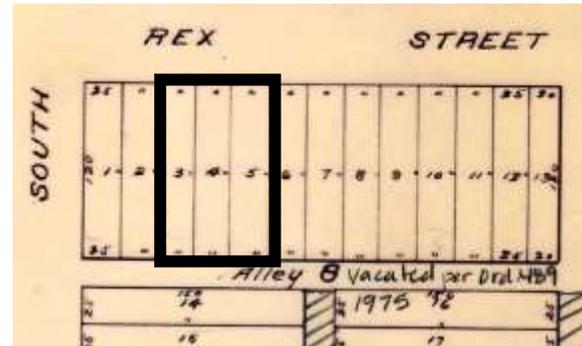
LOCATION:



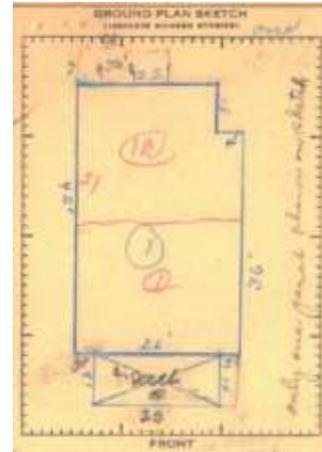
BACKGROUND:

Information from Bridget Bacon, Louisville Historical Museum

Peter Murphy platted the subdivision of Murphy Place in 1907. It became Louisville's Frenchtown neighborhood. Based on records from the Boulder County Assessor, the house at 908 Rex St. was built in 1924.



Raymond Gosselin purchased the lots in 1914. In 1923, he conveyed ownership of the property to his daughter, Margaret, and her husband Tony Mancini. Records indicate that the Mancini's built the house at 908 Rex Street in 1924. Tony and Margaret raised their children Jane, Harold, and Rita, in the house. Tony passed away in 1955. Following his death, Margaret continued to live in the house and worked in the kitchen at Colacci's Restaurant in downtown Louisville. She died in 1976. At that time, the house passed to their daughter, Rita. By 1979, Rita had moved back into the house at 908 Rex Street. Rita worked in the Blue Parrot Restaurant for 26 years, retiring in 1989. She lived in the house until her death in 1997. In that year, the property sold to Brendan McManus. In 2012, he founded Lucky Pie Pizza and Taphouse.



908 Rex Street, Boulder County Assessor's Card, 1948



908 Rex Street, northwest view – Current Photo



908 Rex Street, south view – Current Photo



908 Rex Street, northeast view – Current Photo

ARCHITECTURAL INTEGRITY:

The historic structure located at 908 Rex Street was constructed circa 1924. It is an early twentieth century wood frame vernacular house with a front gable roof. The primary façade faces north to Rex Street. There is a wide front porch with a front gable roof on the front façade. The front porch has a solid railing covered in vinyl siding with wood support posts. The structure has a rectangular plan. The current footprint of the house appears to be the same as the footprint shown on the 1948 Boulder County Assessor’s Card. The windows appear to have been replaced at some time. Limited visibility on the Assessor’s Card makes it difficult to evaluate modifications to the house.

Primary changes occurred over time:

- Rear porch enclosed (timing unknown);
- Window replacement (timing unknown);
- Vinyl siding added (1980);
- Roof replaced (1984).

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
A. <i>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 908 Rex Street was constructed in 1924 and meets this criteria.
1. a. <i>Architectural.</i> 1) Exemplifies specific elements of an architectural style or period. 2) <i>Example of the work of an architect or builder who is recognized for expertise nationally, statewide, regionally, or locally.</i> 3) <i>Demonstrates superior craftsmanship or high artistic value.</i> 4) <i>Represents an innovation in construction, materials or design.</i> 5) <i>Style particularly associated with the Louisville area.</i> 6) <i>Represents a built environment of a group of people in an era of history that is culturally significant to Louisville.</i> 7) <i>Pattern or grouping of elements representing at least one of the above criteria.</i> 8) <i>Significant historic remodel.</i>	Yes	This house is associated with the historic development of Louisville. The structure at 908 Rex Street is an early 20 th century wood frame residential structure. It has a rectangular footprint and features a front gable roof. There is a porch attached to the front façade with a front gable roof as well. The door placement appears to be original.
1. b. <i>Social.</i> 1) <i>Site of historic event that had an effect upon society.</i> 2) <i>Exemplifies cultural, political, economic or social heritage of the community.</i> 3) Association with a notable person or the work of a notable person.	Yes	The structure at 908 Rex Street has been owned by two families since being built. Located in Louisville's Frenchtown neighborhood, the property was originally owned by the Mancini Family who had ties to France and who retained ownership of the property until 2012.

		Margaret and Rita Mancini, long-time residents of the house, both worked in local Italian restaurants. Margaret worked at Colocci's and Rita was employed by the Blue Parrot.
<p>1. c. <i>Geographic/environmental.</i></p> <p>1) <i>Enhances sense of identity of the community.</i></p> <p>2) <i>An established and familiar natural setting or visual feature that is culturally significant to the history of Louisville.</i></p>	N/A	
<p>3. <i>All properties will be evaluated for physical integrity and shall meet one or more of the following criteria:</i></p> <p>a. Shows character, interest or value as part of the development, heritage or cultural characteristics of the community, region, state, or nation.</p> <p>b. Retains original design features, materials and/or character.</p> <p>c. Remains in its original location, has the same historic context after having been moved, or was moved more than 50 years ago.</p> <p>d. Has been accurately reconstructed or restored based on historic documentation.</p>	Yes	<p>The structure at 908 Rex Street adds character and value to Old Town Louisville. The structure is located in its original location, retains its overall form and appearance from the street, and exhibits a high level of physical integrity.</p> <p>The property has integrity of location, design, materials, workmanship, setting and feeling. Integrity of association with the Mancini family is lost, but association with Murphy Place subdivision is still intact.</p>

HISTORIC PRESERVATION COMMISSION ACTION:

Landmark:

The Historic Preservation Commission (HPC) held a public hearing on the application on May 11, 2020. The HPC voted 5-0 to recommend approval of the landmark application to City Council. The HPC determined the structure had maintained significant architectural and physical integrity.

Alteration Certificate:

In addition, the applicant requested an alteration certificate to allow for restoration work that will return the house to a more historically accurate form, including window and

siding replacement, as well as a rear addition to the historic structure. At the May 11, 2020 meeting, the HPC voted 5-0 to approve the alterations to the structure.



908 Rex Street, current – North



908 Rex Street, proposed – North



908 Rex Street, current – East Elevation



908 Rex Street, proposed – East Elevation



908 Rex Street, current – West Elevation



908 Rex Street, proposed – West Elevation

FISCAL IMPACT:

Approval of the landmark request allows for a landmark incentive grant of \$5,000 from the Historic Preservation Fund.

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:

Landmarking

The structure at 908 Rex Street has maintained its traditional form since at least 1948, giving it architectural significance and physical integrity. Therefore, staff recommends that the structure be landmarked by approving Resolution No. 39, Series 2020. Staff also recommends naming the house for the Mancini Family who built and were the original owners of the house at 908 Rex Street.

ATTACHMENTS:

1. Resolution No. 39, Series 2020
2. Landmark Application
3. Historic Structure Assessment
4. Social History Report
5. Alteration Certificate Drawings
6. Historic Preservation Commission Resolution No. 04
7. Historic Preservation Commission Resolution No. 05
8. Historic Preservation Commission Meeting Minutes, May 11, 2020
9. Staff Presentation
10. Applicant Presentation

STRATEGIC PLAN IMPACT:

<input type="checkbox"/>	 Financial Stewardship & Asset Management	<input type="checkbox"/>	 Reliable Core Services
<input type="checkbox"/>	 Vibrant Economic Climate	<input checked="" type="checkbox"/>	 Quality Programs & Amenities
<input checked="" type="checkbox"/>	 Engaged Community	<input type="checkbox"/>	 Healthy Workforce
<input type="checkbox"/>	 Supportive Technology	<input type="checkbox"/>	 Collaborative Regional Partner

**RESOLUTION NO. 39
SERIES 2020**

**A RESOLUTION DESIGNATING THE MANCINI HOUSE LOCATED AT 908 REX
STREET A HISTORIC LANDMARK**

WHEREAS, there has been submitted to the City Council an application requesting a landmark eligibility determination for a historical residential structure to be located on 833 Jefferson Avenue, on property legally described as Lots 3-4-5, Block 8, Murphy Place, Town of Louisville, 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 Mancini House has architectural significance because it is a vernacular structure that is representative of the built environment in early 20th century Louisville; and

WHEREAS, 908 Rex Street (Mancini House) has social significance because it exemplifies the cultural, political, economic or social heritage of the community considering its association with noteworthy Louisville residents; 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 Mancini 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.

2. The City Clerk shall provide written notification of such designation to the property owners and cause a copy of this resolution to be recorded with the Boulder County Clerk and Recorder.

PASSED AND ADOPTED this 2nd day of June, 2020.

Ashley Stolzmann, Mayor

ATTEST:

Meredyth Muth, City Clerk



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 probable cause is found, the owner will be eligible for a building assessment grant in an amount up to \$4,000 (residential properties) and \$9,000 (commercial properties) to offset the cost of the assessment.

Landmarking Grants

In addition to the pre-landmarking grant for a structural assessment, landmarked residential properties are eligible for a \$5,000 incentive grant and up to \$40,000 in matching grant funds for preservation projects for a period of 36 months from when a property is declared a landmark. Commercial 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.

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 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 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

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 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.

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

- | | |
|---|---|
| <input type="checkbox"/> Probable Cause Hearing/Historic Structure Assessment | <input type="checkbox"/> Historic Preservation Fund Loan |
| <input checked="" type="checkbox"/> Landmark Designation | <input checked="" type="checkbox"/> Landmark Alteration Certificate |
| <input checked="" type="checkbox"/> Historic Preservation Fund Grant | <input type="checkbox"/> Demolition Review |
| | <input type="checkbox"/> Other: _____ |

1. OWNER/APPLICANT INFORMATION

Owner or Organization

Name(s): Talbot Wilt & Diana Serpe
Mailing Address: 348 S. Jefferson, Louisville, CO 80027
Telephone: (303) 210-9806
Email: talbotwilt@hotmail.com

Applicant/Contact Person (if different than owner)

Name: Andy Johnson
Company: DAJ Design
Mailing Address: 922A Main Street, Louisville, CO 80027
Telephone: 303-527-1100
Email: andy@dajdesign.com

2. PROPERTY INFORMATION

Address: 908 Rex Ave
Legal Description: Lots 3, 4, & 5, Block 8, Murphy Place Subdivision, Louisville, CO
Parcel Number: 157508457004 Year of construction (if known): Circa 1924
Landmark Name and Resolution (if applicable): NA
Primary Use of Property: Single-family Residential

3. REQUEST SUMMARY

Request for Landmark status with the City of Louisville, and request approval of historic preservation grant funding and approval of an alteration certificate to include an addition to the rear and partial east side of the house.

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

- a. Provide a brief description of the proposed scope of work.
1. Requesting landmark status of house.
 2. Requesting Historic Preservation Grant Funding (see detailed breakdown)
 3. Requesting Alteration Certificate to include modifications to the existing structure restoring it back to its presumed 1924 character, a 856sf first floor addition, a 728sf second floor addition, addition of 249sf (total) new covered rear porches, and a 517sf new detached garage (not included in the Alteration Certificate request). See drawing packet for details on building alteration.
- 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.

The historic preservation work will be carried out by a General Contractor of the owner's choice, and will include the following historic house elements: existing foundation stabilization, repair/stabilizing existing floor joists, reinforcing N-S bearing walls in basement and main level, stabilization of existing roof framing, restoration of existing siding, restoration and/or recreation of existing ornamentation, trim, fascia and soffits, restoration of original front porch columns, repair existing front porch deck joists and decking, recreating original windows & doors, regrade around existing house to ensure proper drainage.

- c. Explain why the project needs historic preservation funds. Include a description of community support and/or community benefits, if any.

The overall cost to conduct historic preservation efforts is substantially greater than razing the whole house and rebuilding entirely new. Utilizing historic preservation funds allows the project to be financially feasible, and simply allows the preservation work to be conducted. No additional community support is being provided outside the scope of the general contractor's work. The overall community benefit is the preservation of our historic architectural heritage in Louisville and specifically the preservation of the Murphy Place Block 8 neighborhood.

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

Name of Architectural Feature:

<p>Describe feature and its condition: FOUNDATION/CRAWLSPACE: The original consists of poured concrete with large aggregate approximately 2'-0" tall with what appeared to be a small concrete footing. Concrete walls were later added inside the foundation walls to lower the elevation of the interior and allow for a basement below the main living area. These interior foundation walls help retain the soil below the original walls and lower the elevation of the basement. In addition, a floor slab was added to this area.</p>	<p>Describe proposed work on feature: The existing foundation is to be evaluated and stabilized as necessary. Concrete footings, adjustable steel columns, and LVL beams will be added to the crawlspace on either side of the main bearing wall to decrease the span of the existing floor joists.</p>
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Name of Architectural Feature:

<p>Describe feature and its condition: FLOOR STRUCTURE: The existing floor framing consists of 2x8 joists at 16" o.c. The joists appear to be supported by an exterior foundation wall and one main beam line in the center of the building in the basement. This beam consists of a (2) 2x6 supported by studs and posts extending to the basement slab below. Each ply of the beam is spliced at random locations. Some of these studs appear to penetrate the slab and others bear directly on the slab. The stud spacing is approximately 24" o.c.</p>	<p>Describe proposed work on feature: Reinforce center bearing wall with adequately sized structure and foundation supports. 1. Shorten span of existing joists, see above. 2. Replace any damaged or rotting studs supporting the interior beam & bearing wall line.</p>
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Name of Architectural Feature:

<p>Describe feature and its condition: ROOF STRUCTURE: 1. Rafters are 2x4s at 24" o.c. and 2x4 ceiling joists at 16" o.c. The ceiling joists were spliced on the center interior wall of the main space. 2. There was no joining ridge member or collar ties to support the rafters. 3. 1x diagonal struts were installed at approximately 48" o.c. to provide support for the rafters and transfer roof load to the center wall of the house. 4. 1x vertical struts were installed at approximately mid-span of the ceiling joists to help reduce ceiling deflection. These struts were also at 48" o.c. 5. Original roof sheathing consisted of 1x6 decking with large spaces between each member. Another layer of OSB sheathing was installed above the 1x sheathing. 6. The gable ends were framed with 2x4 studs, balloon-framed from the main level exterior wall below.</p>	<p>Describe proposed work on feature: Add: 1. 2x4 collar ties @ 48" o.c.</p>
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Name of Architectural Feature:

<p>Describe feature and its condition: The house has been clad in vinyl siding over asbestos composite siding over the existing wood shiplap siding. Siding, ornamentation, trim, and soffits are not visible. Existing wood brackets supporting the front barge rafter are in various states of disrepair.</p>	<p>Describe proposed work on feature: Remove vinyl siding and asbestos composite siding. The original wood siding, ornamentation, trim, and soffits should be inspected for deterioration, and the original wood siding should be restored, refinished, and/or replaced. Wood brackets on front of house are to be restored and refinished.</p>
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5. DESCRIPTION OF REHABILITATION *(Attach additional pages as necessary.)*

Name of Architectural Feature:

<p>Describe feature and its condition:</p> <p>WINDOWS: The house has a mix of single-hung, double-hung, and center-meet glider white, vinyl windows on all elevations of the original structure. The windows are in fair condition and are not original to the house.</p>	<p>Describe proposed work on feature:</p> <p>Remove all windows and reinstall windows matching the original windows documented in the historic photos of similar homes of similar age.</p>
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Name of Architectural Feature:

<p>Describe feature and its condition:</p> <p>DOORS: The front door is a stained, multi-panel wood door, with a ½ lite and is likely original. There is an aluminum storm door at the front entrance that is not original and is in poor condition.</p>	<p>Describe proposed work on feature:</p> <ol style="list-style-type: none"> 1. Refurbish and stain the front door. 2. Remove the aluminum storm door.
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Name of Architectural Feature:

<p>Describe feature and its condition:</p> <p>FRONT PORCH: The covered front porch rests on a poured concrete foundation that is original and was poured at the same time as the original building foundation. The porch structure is likely wood construction and original. The decking is constructed of wood planks, possibly original, that are in poor condition, are not stained, and are popping-up or sagging in several locations, creating a tripping hazard. There is a half-wall surrounding the entire porch with an opening at the front entrance. This wall is wrapped on the exterior in vinyl siding matching the rest of the house. The inside of this wall is wrapped in wood-board that is not original and is in poor condition. The 2x10 wood cap on this wall has likely been replaced to match the original and is in poor condition. The roof of the front porch is supported by three painted wood-wrapped columns. The wood wrap has likely been replaced to match the original and is in fair condition. The porch ceiling is vaulted, not painted, and made of soffit board that is not original and is in fair condition.</p>	<p>Describe proposed work on feature:</p> <ol style="list-style-type: none"> 1. Remove front porch decking, siding, and wrapping materials to further inspect the structural elements. Restore and/or replace any structural elements found to be failing. 2. Remove front porch decking and replace with a composite decking or thermally modified wood to match existing. 3. Remove all siding and wood-wrap to original siding material and restore, rehabilitate and/or replace with similar original materials.
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Name of Architectural Feature:

<p>Describe feature and its condition:</p> <p>GRADING: This is fairly flat site with only inches of difference in height between the four corners of the property. The site drainage and slope away from the building could be improved, eliminating any negative slope to the house. There are some minor signs of water infiltration at the foundation walls, but less than most buildings of the type and age. Gutters are a painted, standard 4" K-style metal gutters. The downspouts are standard 2x3 metal downspouts. The downspouts appear to be adequate for the amount of roof area but do not drain far enough from the foundation. The gutters and downspouts are not original.</p>	<p>Describe proposed work on feature:</p> <p>Re-grading the site to allow for positive drainage away from the building. Remove existing gutters and downspouts and install historically correct 6" half-round gutters and 3" round downspouts and downspout extensions.</p>
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6. COST ESTIMATE OF PROPOSED WORK

Please 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.

Type of Incentive: GRANT LOAN BOTH

Feature	Proposed Work to be Funded	Fund Request	Match (M)	Total
A.	Foundation/Crawlspace	\$ 6,000	\$ 6,000	\$ 12,000
B.	Floor Structure	\$ 5,000	\$ 5,000	\$ 10,000
C.	Roof Structure	\$ 1,500	\$ 2,000	\$ 3,500
D.	Siding, Ornamentation, Trim, Soffit	\$ 9,500	\$ 22,500	\$ 32,000
E.	Windows	\$ 9,000	\$ 9,000	\$ 18,000
F.	Doors	\$ 1,500	\$ 1,500	\$ 3,000
G.	Front Porch	\$ 6,000	\$ 6,500	\$ 12,500
H.	Grading	\$ 1,500	\$ 3,500	\$ 5,000
I.		\$	\$	\$
J.		\$	\$	\$
K.		\$	\$	\$
	Total Proposed Work	\$ 40,000	\$ 56,000	\$ 96,000

For loan requests, indicate total loan request here:	\$
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If partial incentive funding were awarded, would you complete your project? YES NO

7. ADDITIONAL MATERIALS REQUIRED

The following items must be submitted along with this application:

- One set of photographs for each feature as described in Item 4 "Description of Rehabilitation". Digital is preferred.
- A construction bid if one has been completed for your project (recommended).
- 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, 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.

Andy Johnson
Digitally signed by Andy Johnson
 DN: C=US, E=andy@dajdesign.com,
 O=DAJ Design, CN=Andy Johnson
 Date: 2019.09.25 16:33:27-06'00'

 Signature of Applicant/Owner

3/2/2020

 Date

 Signature of Applicant/Owner

 Date

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.

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.

HISTORIC STRUCTURAL ASSESSMENT
908 REX ST, LOUISVILLE, COLORADO

January 27, 2020



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This Project was paid for by the Louisville Preservation Fund grant.

CONTENTS

INTRODUCTION..... 3
HISTORY AND USE 4
DESCRIPTION..... 7
ANALYSIS AND COMPLIANCE 7
STRUCTURE CONDITION ASSESSMENT AND RECOMMENDATIONS 8
LANDMARKING RECOMMENDATION..... 18

ADDITIONAL DOCUMENTS:

EXISTING FLOOR PLAN AND ELEVATIONS
ENGINEERING REPORT



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INTRODUCTION

Study Summary

DAJ Design conducted an Historical Structural Assessment (HSA) at 908 Rex St., Louisville, Colorado to determine its viability as a candidate for a historic landmark designation as defined under the Historic Preservation program of the City of Louisville. The structure is a residential property. The City of Louisville Historic Preservation Commission found probable cause that the building may be eligible for landmarking under criteria in section 15.36.050 of the Louisville Municipal Code, and therefore the Commission approved the Historic Structural Assessment to be paid for by the Louisville Preservation Fund grant.

The primary purpose of the HSA is to determine the **property's** current condition and to identify preservation priorities for the best use of rehabilitation funds. DAJ Design inspected 908 Rex St. visually to identify areas of necessary maintenance and repair. It is possible that complications exist that were not visible and therefore it is recommended that the property owner includes contingency funding in any repair budget.

DAJ Design inspected the property on the afternoon of January 9, 2020. The weather for the visit was clear with moderate to cool winter temperatures. There was adequate access to both the attic and basement to fully inspect the conditions of these spaces. Additionally, there is a garage on the property that was inspected. The property owner was not present during the site visit but has been available in follow-up visits to answer questions.

908 Rex St. has the potential to be restored to a high degree of architectural integrity when compared to historic photos dated 1948 and earlier. Overall, the home is well maintained but has a few items that require prioritization, as outlined in the analysis of this report. The home retains several original materials including the original shiplap siding in certain areas of inspection. Further investigative deconstruction has the potential to reveal a larger extent of original materials and framing clues to items such as original window openings.

Sources

“**Louisville** Historic Preservation Commission Staff **Report**,” January 13, 2020.
Glenn Frank Engineering, Historic Assessment, January 9, 2020



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HISTORY AND USE

As part of the landmarking application for 917 LaFarge Ave, Bridget Bacon, the Louisville History Museum's Museum Coordinator, wrote the following history:

908 Rex Street History

Legal Description: Lots 3, 4 & 5, Block 8, Murphy Place Subdivision, Louisville, Colorado

Year of Construction: 1924

Siting Summary:

This house is located in Louisville's Frenchtown neighborhood. As was the case for almost every house in Frenchtown, it was associated with a French family. The extended Gosselin family from France, which included family members with the last names of Mancini and Wisek, had the house at 908 Rex constructed in 1924 and owned it until 1997.

Peter F. Murphy platted the subdivision of Murphy Place in 1907. He did so as President of the Louisville **Realty & Securities Company. It became the location of Louisville's Frenchtown neighborhood.**

Gosselin / Mancini / Wisek Ownership, 1913-1997; Date of Construction

Raymon Gosselin (1872 – 1939) acquired Lots 3 and 4 from the Louisville Realty & Securities Company in 1914. He and his wife, Julia Caron Hermignies Gosselin (1872 – 1967), had come from France in 1903 and settled in Louisville and in the Frenchtown neighborhood in about 1908.

Their daughter, Margaret Gosselin (1894 – 1976), married Thomas Williams in 1914 and had two children, Jane and Harold with him. They also lived in Frenchtown. Records of what happened to Thomas Williams could not be located, but in July 1923, Margaret remarried to Tony Mancini (1884 – 1955). Tony Mancini had been born in Italy. At the time of his marriage to Margaret Gosselin Williams, which was his first marriage and her second marriage, he was 39 and Margaret was 29. According to his 1955 obituary, he came to Louisville in about 1901 and worked as a stationary engineer in area coal mines. A 1946 directory for Louisville lists him as having been a hoisting engineer at the Hi-Way Mine.

In September 1923, Raymond Gosselin conveyed ownership of Lots 3 and 4 to his daughter, Margaret, and her new husband, Tony Mancini. In October 1923, they granted a deed of trust to McAllister Lumber, secured by Lots 3 & 4. Often, for Louisville properties, the recording of such a document indicated house construction or remodeling.

The 1948 Boulder County Assessor Card for 908 Rex states that the house was constructed in 1924. The current Boulder County website also gives the date of 1924. Boulder County has sometimes been found to be in error with respect to the dates of construction of historic buildings in Louisville, so it is important to look at all of the evidence. In this case, the evidence supports the construction date of 1924. The sources of the information in 1948 would have in all likelihood been Margaret and Tony Mancini themselves, who had the house constructed when they were first married on property that came from her father. The fact that they granted a deed of trust to McAllister Lumber in 1923, with the property securing the loan, supports the date of construction of 1924.

For these reasons, and in the absence of other evidence, the 1924 date put forth by Boulder County is assumed to be the correct date of construction. The 1948 Boulder County Assessor Card also states that the house was remodeled in 1942.



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In 1927, Raymond Gosselin acquired Lot 5 and other lots in Murphy Place, and in 1939 conveyed ownership of Lot 5 to Margaret and Tony Mancini. Lot 5 is to the east of lots 3 & 4. Its acquisition appears to have made it possible for a garage to be constructed.

Tony and Margaret Mancini, besides raising her daughter and son from her first marriage, raised the daughter they had together, Rita Mancini (1924 – 1997). Tony and Margaret lived the rest of their lives at 908 Rex. At the time of the 1930 census, their household consisted of themselves plus daughter Jane Williams, age 14; son Harold Williams, age 10; and daughter Rita Mancini, age 5. By the time of the 1940 census, the household was reduced by one due to Jane Williams having married Joe Softich and moving elsewhere in Louisville. However, by 1943, the household expanded and was made up of Tony and Margaret Mancini; Harold Williams while he was in **World War II service; Harold's wife, Mary Ann Kranker Williams; Margaret's niece, Juliette Dheux Hioco; and Juliette's husband, George Hioco.**



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Louisville Times issues from the 1940's and 1950's, accessible through the online Colorado Historic Newspaper Collection, show that Margaret Mancini was active in Louisville community groups, particularly **women's groups. She was a regular participant in the Busy Bee Friendship Club.** According to *The Louisville Times*, **in 1948 Margaret hosted a "plastic party" at her home at 908 Rex, with 28 women in attendance.** (Such gatherings, which promoted the advantages of plastic ware to housewives, were becoming common all over the United States at that time.)

In 1942, Rita Mancini married Herman Wisek. The 1949 directory for Louisville shows that the household included Tony and Margaret Mancini, plus Rita and Herman Wisek. Soon, though, Rita and Herman moved around the corner to 228 Main St. Other Gosselin, Mancini, and Wisek relatives lived close by to 908 Rex over the years.

When Tony Mancini died in 1955, his wife Margaret became the sole owner of 908 Rex. The same year, she conveyed ownership to herself and her daughter, Rita Mancini Wisek. Margaret continued to reside in the **house. According to a 1958 directory for Louisville, she worked as a kitchen worker at Colacci's Restaurant** at that time. She died in 1976, and at that point, Rita Wisek became the sole owner of 908 Rex.

According to the 1977 Polk Directory that included Louisville Residents, **Joe and Jane Softich (Margaret's daughter) lived at 908 Rex in 1977.**

Rita and Herman Wisek divorced in 1972. By the time of the 1979 Polk Directory, Rita had moved back to her childhood home of 908 Rex.

Rita Mancini Wisek died in 1997. Her obituary included the line, "She loved cats." Also according to her obituary, she had worked at the Blue Parrot Restaurant for 26 years, retiring in 1989. However, a *Louisville Times* article from Jan. 26, 1994 (accessed at the Colorado Historic Newspaper Collection website) stated that she worked at the Blue Parrot for almost 40 years. The article stated, "For Wisek, her years at the Blue Parrot were like 'a home away from home.'"

McManus / Silberblatt Ownership, 1997-2019

Owner Rita Mancini Wisek died in 1997. Later in 1997, her personal representative, who was her niece, sold 908 Rex to Brendan McManus and Patricia Silberblatt. In 2000, the two conveyed ownership to Brendan McManus alone. In 2012, he founded Lucky Pie Pizza & Taphouse in Louisville.

Current Owner – Talbot & Diana Wilt

In December 2019, 908 Rex was sold to Talbot and Diana Wilt, who are the current residents.

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



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REAL ESTATE APPRAISAL CARD--URBAN MASTER INDEX #19600

LEGAL DESCRIPTION 3-4-5 SUB-DIVISION OR ADDITION SECTION TN

LOTS BLOCK 8 **MURPHY PLACE**

HOUSE NO. 908 STREET **Rex** CITY **LOUISVILLE**

OWNER'S NAME AND ADDRESS: **TONY & MARGARET MANCINI, LOUISVILLE**
and Rita Marie Wicks

CHANGES IN OWNERSHIP:

NAME	ADDRESS	DATE	VOLUME	PAGE	TYPE INSTRUMENT	REM.

TAXING DISTRICTS: CITY, SCHOOL, FIRE, SANITARY, OTHER

LOT OR ACREAGE DESCRIPTION

ZONING: RESIDENTIAL, APARTMENT, COMMERCIAL, LIGHT INDUSTRIAL, HEAVY INDUSTRIAL

STREET OR ROAD IMPROVEMENTS: PAVED, SIDEWALK, CURB, DRIVEWAY, GRAVEL OR STONE, CITY WATER, WELL, SPRING, UNIMPROVED CONDITION, GAS, ELECTRICITY, HILLY, ROCK, AVERAGE, PAVED ALLEY

LAND VALUE CALCULATION

SIZE OR ACRES	UNIT VALUE	DEPTH CORNER OTHER TABLE FACTOR	FRONT FOOT OR ACRE VALUE	TOTAL VALUE

NET ADDITION: \$2130
NET DEDUCTIONS: \$0
TOTAL LAND VALUE: \$2130

SUMMARY

DESCRIPTION	DATE	AMOUNT	YEAR	% CHANGE	REASON	LAND	IMPROVEMENTS	TOTAL
BUILDING PERMIT	1956	150	19			150	2130	2280

MEASURED BY: *R.W.* DATE: *9-11-48* CLASSIFIED BY: DATE: CHECKED BY: DATE:

1948 Boulder County Assessor Card - Front

BUILDING DESCRIPTION AND VALUE CALCULATION CARD OF CARDS

CLASSIFICATION NO. 2 MAIN BUILDING DESCRIPTION BLDG. NO. ATTIC

TYPE AND USE: 1-FAMILY DWELLING, 2-FAMILY DWELLING, ROW HOUSE, APARTMENT BUILDING

ROOFING: PREPARED ROLL, BUILT-UP ASPHALT, SHINGLE, ASPHALT, METAL, CERAMIC, CLAY, TIN, COPPER, INSULATED

UNITS AND ROOMS: 5 UNITS

FOUNDATION: 25% NO FLOOR, 75% NONE

WALLS: FINISHED ROOMS, EXTERIOR WALLS, WOOD FRAME, SHEATHING, SOLID MASONRY, INSULATION, SIDING, BOARD AND BATTEN, SHINGLE WOOD, ASPHALT, BRICK VENEER, STUCCO, BRICK VENEER, STONE VENEER, BRICK SOLID, CONCRETE BLOCK

FLOORS: SUBFLOOR 1ST, NO SUBFLOOR 1ST, CONSTRUCTION, WOOD JOISTS, CONCRETE ON GRADE, FINISH FLOORING, HARDWOOD, TILE, SO. FT., WALLBOARD OR EQUAL, PLASTERED, WOOD PANELING, KIND, SO. FT., TILE WALLS, SO. FT., TRIM, HARDWOOD, SOFTWOOD, LIGHTING, DIFFICULT, ELEC, GAS, NONE, FAIR, POOR

HEATING: COAL, WARM AIR, PIPELESS, PIPED, FORCED CIRCULATION, HOT WATER OR VAPOR, STEAM, GAS STEAM RADIATORS, GAS FLOOR FURNACES NO., AIR CONDITIONING, AUTOMATIC BURNER OR STOKER, OIL, GAS, COAL, PLUMBING, NONE, WATER ONLY

BATHROOMS: 2, TILED, WASHSTANDS, TUBS, WATERCLOSET, SHWRS., SHOWER STALLS, AUTOMATIC WATER HEATER, KITCHEN SINK, LAUNDRY TUB

OTHER ITEMS: NATURAL FIREPLACES, GAS FIREPLACES, OUTSIDE CHIMNEYS, STATE OF REPAIRS, EXCELLENT, GOOD, POOR

GROUND PLAN SKETCH (10' x 36')

AREA-MAIN BUILDING: 36x4 = 144, 4x22 = 88, TOTAL = 232

ITEM NO.	AREA OR QUANTITY	UNIT COST	TOTAL
27944	1255	1.67	1793
112	162	1.78	120
232	1462.65	800	1170
112	162	1.66	144
124	20	33	660

ADDITIONS (PLUS): 232, 1170, 660, TOTAL: 2062

DEDUCTIONS (MINUS): 30, 31, TOTAL: 61

FINAL NET CONDITION: 2001

FINAL VALUE: 1817

SUMMARY OF BUILDING VALUE: MAIN BUILDING \$1800, GARAGE \$170, MINOR BUILDINGS \$160, TOTAL BUILDINGS AND IMPROVEMENTS \$2130

SPECIAL BUILDING: 17x18 workshop and floor for condition

REPRODUCED TAX COMMISSION FORM NO. 70-B (BOLDER) OCT. 1957 P. 8 & 9, 10-10-57-58, 249

1948 Boulder County Assessor Card - Back

DESCRIPTION

The historic structure located at 908 Rex Street was constructed in 1924 and is a typical mid-1920's wood frame vernacular house of this area. The primary façade faces north to Rex Street with a large covered front porch dominating the front façade. The original structure has a rectangular plan. An enclosed addition at the rear (south) side of the house has access to interior stairs leading to the basement through a floor hatch.

Primary changes occurred over time:

- Rear patio (pre-1948)
- Rear patio enclosed (pre-1948)
- Asbestos composite siding installed over existing 1x6 wood shiplap siding (pre-1948)
- Basement dug-out (pre-1948)
 - Addition of coal-burning furnace
 - Addition of chimney for coal-burning furnace
 - Addition of coal shoot for coal-burning furnace
- Vinyl siding installed over asbestos composite siding (post-1948)
- Enlarged original window openings (post-1948)
- Replacement of roofing & gutters (post-1948)
- Updated interior electrical and plumbing (unknown)



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The original footprint of the house, as observed, is shown below:



The footprint of the original house is shown in red as determined by observations made in the basement and attic. The yellow area is the original covered porch at the front of the house facing Rex Street. The blue area is a rear addition that was originally a patio and was later enclosed and made part of the living structure. The chimney and basement were likely added to accommodate a coal-fired heating system. All of these changes were complete at the time of the county assessor documentation in 1948.

ANALYSIS AND COMPLIANCE

Due to the age of the building, the finish coatings may contain lead-based paint and asbestos may be present in various building material components, including the possibility of a layer of composite siding and the interior plaster top coat. A professional evaluation should be conducted throughout the entire building to determine the presence of any hazardous materials. 908 Rex Street is not listed on the National, State or local registers. If the home is to be landmarked, the homeowners are encouraged to follow the Secretary of the Interior's Standards for the Treatment of Historic Properties which can be found here:

<https://www.nps.gov/tps/standards.htm>. Please also see the Guidelines for Rehabilitation for photos and examples: <https://www.nps.gov/tps/standards/treatment-guidelines-2017.pdf>

STRUCTURE CONDITION ASSESSMENT AND RECOMMENDATIONS

Building Foundation/Crawlspace/Basement

The original existing foundation consists of either stone and concrete or only concrete with large aggregate. **The original foundation was only approximately 2'-0" tall with what appeared to be a small concrete footing.** After observing the footing, it would be reasonable to assume that the foundation wall was also concrete and not stone. At some time after the original construction, concrete walls were added inside the foundation walls to lower the elevation of the interior and allow for a basement below the main living area. These interior foundation walls help retain the soil below the original walls and lower the elevation of the basement. In addition, a floor slab was added to this area.

The building site is fairly level, with a slight slope to the south. There is no significant slope away from the building on all sides and in some cases we observed negative drainage back towards the building. Our evaluation of the existing foundation walls was limited. We are unable to evaluate the interior concrete walls retaining the earth below the original foundation walls. Both the original and the concrete retaining walls show little to no signs of cracking where visible, but we do not know what type of footing is below the retaining walls if any and how they are restrained.

We could not observe the foundation below the rear addition and the front porch. We observed the very top of wall and it appeared to be concrete. The floor of the rear addition is sloped to the south, but that may be due to an original sloped slab-on-grade or could be due to settlement. The front porch foundation appears to have settled, mostly at the support posts for the roof above.

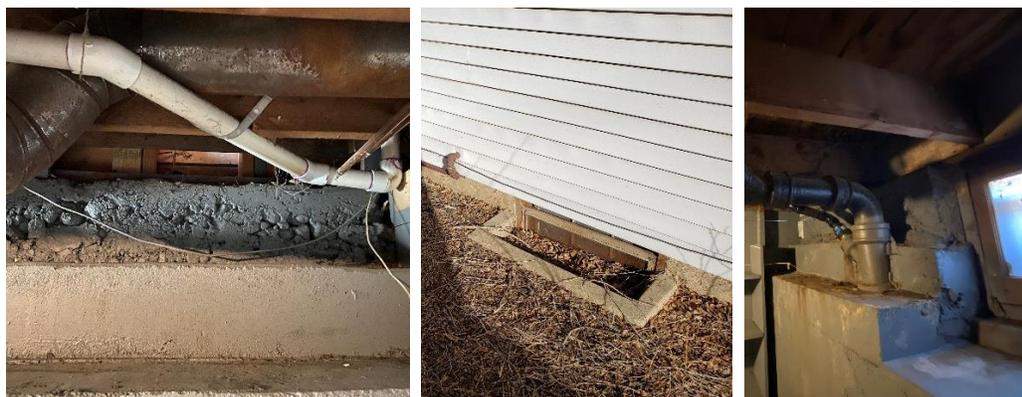
We would call the condition of the foundation of the main house satisfactory. It has performed adequately over the years, however has likely moved resulting in uneven floors, etc.

The site drainage and slope away from the building could be improved, eliminating any negative slope to the house. There are some minor signs of water infiltration at the foundation walls, but less than most buildings of the type and age.

Recommendations:

We would recommend investigating the front porch and rear addition foundations with a licensed Structural Engineer. These foundations may need repair. Care should be taken not to undermine the existing crawl space foundation. We would also recommend re-grading the site to allow for positive drainage away from the building. This should also include better gutters and gutter extensions.

We have no other foundation recommendations at this time. There are no signs of major foundation distress. The owner may continue to monitor the building and contact us with any future problems. The owner is to note that the current foundation is not suitable for a second story and significant structural modifications to the foundation would be required to support additional loading from a remodel or addition.



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Floor Construction

The existing floor framing consists of 2x8 joists at 16" o.c. The joists appear to be supported by an exterior foundation wall and one main beam line in the center of the building in the basement. This beam consists of a (2) 2x6 supported by studs and posts extending to the basement slab below. Each ply of the beam is spliced at random locations. Some of these studs appear to penetrate the slab and others bear directly on the slab. The stud spacing is approximately 24" o.c. We were unable to verify the construction of the floor at the rear addition and at the front porch.

In the crawl space, the beam continued and was supported by blocks at regular spacing. In addition, there were several intermediate supports to the crawl space finished grade to help reduce deflection of the joists at approximately mid-span. Diagonal joist blocking was added at mid-span of the joists to help reduce joist rotation and increase overall performance. This blocking looked to be original or at least added early in the lifespan of the building.

Sheathing and flooring consists of 1x3 T & G, with no additional floor above. The 1x3 sheathing was finished to act as the final finished floor material. We suspect that the rear addition may be wood flooring over a concrete slab but were unable to verify this assumption.

The ceiling of the east coal-shoot was a suspended concrete slab. There was evidence of original railroad ties and wood between the ties to support the concrete during installation and it is likely that the concrete is dependent on these ties and wood for support.

It was interesting to note that the studs from the wall above were continued down to the sill plate of the foundation and adjacent to the floor joists. As a result, we were unable to determine if there was a continuous rim board. We did observe some blocking between joists at the sill plate. No anchor bolts between the sill plate and the foundation were observed.

The main level 2x8 joists were in good condition and the span and size of the joists are better than most buildings that we see of this type and age. The joists size and spacing meets minimum IRC code requirements. If we were to compare this construction to what was specified in the older UBC codes, it would have also exceeded minimum code requirements. We were unable to verify if the floor was level or sagging in areas.

The front porch framing was in poor to fair condition. There were several areas that were sagging and soft when we walked on the surface, particularly at the posts supporting the roof above.

Recommendations:

It is our recommendation that the following floor repairs be completed:

1. A more thorough review of the suspended concrete slab should be completed to determine if it needs additional support for extended life.
2. Replace any damaged or rotting studs supporting the interior beam line.
3. The floor is bouncing and will likely feel soft or bouncy if there is a large gathering in the main living areas. Contact a licensed Structural Engineer for any additional floor recommendations to help stiffen the floor and for better overall performance.

All new repairs should be specified by a licensed Structural Engineer. We recommend that repair details be provided and submitted to the City of Louisville for review and be observed by the Engineer and City Inspectors during construction.



Roof Construction

The roof framing above the main portion of the house consisted of the following:

1. **Rafters are 2x4s at 24" o.c. and 2x4 ceiling joists at 16" o.c.** The ceiling joists were spliced on the center interior wall of the main space.
2. There was no joining ridge member or collar ties to support the rafters.
3. **1x diagonal struts were installed at approximately 48" o.c. to provide support for the rafters and transfer roof load to the center wall of the house.**
4. 1x vertical struts were installed at approximately mid-span of the ceiling joists to help reduce ceiling **deflection. These struts were also at 48" o.c.**
5. Original roof sheathing consisted of 1x6 decking with large spaces between each member. Another layer of OSB sheathing was installed above the 1x sheathing.
6. The gable ends were framed with 2x4 studs, balloon-framed from the main level exterior wall below.
7. We were unable to verify the rafters in the rear addition. This location was vaulted and it appears that drywall was installed directly to the underside of the rafters. These rafters may be original porch rafters, in **which case probably 2x4 or 2x6 rafters at 24" o.c.**
8. We were unable to verify the front porch construction. There was no access and it is at a slightly lower elevation than the main house. It is likely that it is similar construction to the framing we observed at the main house, however there are no interior walls to help support the framing.

The roof was in fair condition and very typical framing for a building of this age. There was evidence of significant water damage along the west side of the roof. This water infiltration resulted in damage to the 1x roof sheathing and ceiling drywall below. There was no evidence of damaged or poor performing rafter or ceiling joists. The ceiling cracks and roof performance were similar to other buildings we have observed of this type and age.

Recommendations:

The owner and architect are to note that the assumed roof and ceiling structure is not to current code standards, however it has performed adequately and if it is not revised will likely perform in a similar manner to how it has for almost 100 years. Since Louisville did not likely have a building code at this time, we are unable to determine if it was built to a code or engineered at the time of construction. We can safely say that it was built to a similar standard of the other buildings we have observed from this time period.

We would recommend some of the following framing items from the prescriptive section of the IRC code:

1. **2x4 collar ties @ 48" o.c.**
2. 2x diagonal struts to properly support rafters with a continuous beam if the struts are spaced more **than 24" o.c.**
3. Additional ceiling members or intermediate ceiling beams to reduce ceiling joist spans. The existing vertical struts only add additional load to an already over-stressed roof rafters.
4. We would not recommend adding additional roofing materials, such as an additional layer of shingles, (the code allows up to two layers), or solar panels without the additional structural support mentioned above. The owner/architect should also keep in mind that any energy upgrades, such as increased insulation to the attic, could result in prolonged snow retention on the roof and could ultimately affect roof performance without first completing structure reinforcement.
5. The front porch framing should be investigated to determine if it needs additional support.

All new repairs should be specified by a licensed Structural Engineer. We recommend that repair details be provided and submitted to the City of Louisville for review and be observed by the Engineer and City Inspectors during construction.



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Exterior Wall Construction

The wall framing was not exposed at the main level for our review. It is likely a 2x4 stud wall with studs at regular spacing. The addition at the rear of the building appears to be of similar construction and is likely 2x4 or 2x6 stud walls with studs at a regular spacing.

The front porch roof framing is supported by wood posts. These posts are boxed out and it is difficult to determine the structure inside.

Since we were unable to observe any exposed structure in the walls, we are unable to evaluate the walls or determine if there is any **structural damage**. **The wall heights were likely 8'-0" tall, which is reasonable for 2x4 construction**, mainly due to our high wind loads. We saw no signs of interior finish material damage.

Recommendations:

At this time, we do not have any recommendations for repairs to the exterior walls at the main level. The owner is to note that they will need to be evaluated if any remodels or additional load is to be added. It is likely that additional studs may need to be added for the increased loads above in combination with the wind load on the building.

Exterior Siding

Most of the house is covered in vinyl lap-look panel siding. There is damage to the vinyl siding on the east side of the house that reveals composite siding beneath that likely contains asbestos. This composite siding matches the composite siding that covers the entire garage and likely covers the majority of the house. Investigations in the attic and the basement reveal shiplap siding in several areas attached directly to the wall framing. Additionally, there is shiplap siding exposed in the gable end underneath the covered front porch. The shiplap siding is likely original and likely covers the entire house. At some point, most likely prior to 1948 and possibly at the time that the garage was constructed, the composite siding was applied directly over the shiplap siding. At a later date that can not be identified, the vinyl siding was applied directly over the composite siding.

Historical photos show that the siding has been painted white over the years, but the type of siding that was exposed during these photographs cannot be determined.

The current vinyl siding is overall in relatively good shape but there are areas of deterioration and it is likely at **the end of it's expected lifespan**.

Recommendations:

1. Remove the vinyl siding that will likely expose the composite siding in all areas of the house.
2. The composite siding found should be inspected for asbestos and removed and disposed of accordingly to expose the wood shiplap siding underneath.
3. Restore, refinish, and/or replace exposed shiplap siding



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Exterior Windows

The house has a mix of single-hung, double-hung, and center-meet glider white, vinyl windows on the north and east elevations of the original structure. These vinyl windows are in fair condition and are not original but the date that they were added could not be determined.

There are wood single-hung windows on the east, south, and west elevations of the structure addition at the rear of the house. These windows are in good condition and are likely the same size as, but not the original windows to this part of the house.

Additionally, there are wood single-hung windows with counter-weights on the west elevation of the original structure. These windows are likely original to the structure and are most likely what was originally used throughout the original structure. These windows are in poor condition. Also at these locations there are aluminum single-hung storm windows.

There is one painted, wood hopper window on the front elevation in the closet of the front bedroom. This window does not match any other window in the house. This window is old, but it is unclear if it is original or even if it is in an original window opening. There is not sufficient photographic evidence to determine the date of this window. Exposing the framing or original siding beneath the current siding and lathe and plaster might reveal more clues as to the originality of this window and window opening.

Most, if not all, of the windows throughout the house are likely in roughly the locations of the original windows but there are no clues as to the original window sizes other than the possibility that the windows on the west elevation could be original and could match what was used throughout the house. Removal of the siding down to the original shiplap siding as well as removal of the interior lathe and plaster down to the framing could reveal additional clues as to the sizes and locations of the original windows.

Recommendations:

1. Option 1: If Landmarked, remove replacement windows and reinstall windows matching the original windows documented in the historic photos.
2. Option 2: If Preserved, repair and restore all windows to make operable. Restore original hardware where missing. Install weather stripping or install new wood storm windows to fit historic character of existing windows.



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Exterior Doors

The front door is a stained, multi-panel wood door, with a ½ lite and is likely original. There is an aluminum storm door at the front entrance that is not original but is in poor condition.

There is back patio / yard access door on the south side of the structure. This door is a painted white, wood French inswing door with full-lites. This door is relatively new and is located on the south elevation of the addition to the original structure. Due to the floor sloping in this part of the house these rear doors cannot be opened entirely.

Recommendations:

1. Refurbish and stain the front door.
2. Replace the aluminum storm door with a full-lite storm door.
3. Refer to structural recommendations for addressing the slope of the floor at the rear addition to make the door in this area fully operable.



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Porches

The covered front porch rests on a poured concrete foundation that is original and was poured at the same time as the original building foundation. Other than the exposed foundation, the remainder of the porch structure could not be inspected as it is all wood-wrapped. The porch structure is likely wood construction and original. The condition of the porch structure could be further assessed by the removal of finishes and decking.

The decking is constructed of wood planks, possibly original, that are in poor condition, are not stained, and are popping-up or sagging in several locations, creating a tripping hazard. There is a half-wall surrounding the entire porch with an opening at the front entrance. This wall is wrapped on the exterior in vinyl siding matching the rest of the house. The inside of this wall is wrapped in wood-board that is not original and is in poor condition. The 2x10 wood cap on this wall has likely been replaced to match the original and is in poor condition. The roof of the front porch is supported by three painted wood-wrapped columns. The wood wrap has likely been replaced to match the original and is in fair condition. The porch ceiling is vaulted, not painted, and made of soffit board that is not original and is in fair condition.

At the rear of the house there is an uncovered deck that was added at some point after the rear addition was enclosed. The deck is of wood construction with a composite decking. This deck is in fair condition but constant southern exposure has brought these materials to near the end of their expected lifetime.

Recommendations:

1. Remove front porch decking, siding, and wrapping materials to further inspect the structural elements.
 - a. Restore and/or replace any structural elements found to be failing.
2. Remove front porch decking and replace with a composite decking to match.
3. Remove all siding and wood-wrap and replace and paint with similar original materials.
4. Restore, refinish, and/or replace rear deck.



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Exterior Trim and Ornamentation

Ornamentation:

There is minimal ornamentation currently present on the house and no indication of any previous ornamentation that has been removed. At the gable ends of the original house there are painted wood brackets that were likely added at some point to support sagging barge rafters. These brackets are in poor condition with many of them missing bracing pieces. Further exploration such as removing the siding or discovering other historical photos could reveal evidence of historical ornamentation.

Recommendations:

1. Remove siding to reveal existing wood shiplap siding, trim, and any ornamentation.
2. Remove gable end brackets that are not original.

Window and Door Trim:

Exterior windows and doors were trimmed out in typical vinyl, J-style edge moulding when the vinyl siding was applied.

Recommendations:

1. Remove siding to reveal original window and door trim.
2. Restore, refinish, and/or replace original window and door trim.

Chimneys:

There is a brick chimney originating in the basement of the original structure that terminates above the center of the roof ridge. This chimney is not original and was added when the basement was dug-out to accommodate a coal-burning furnace with an associated coal-shoot being added to the east. The chimney is exposed in the basement and on the main level and currently accommodates the gas furnace exhaust. Where the chimney penetrates the ceiling it angles towards the roof ridge.

Recommendations:

No recommendations at this time.



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Soffits:

Most of the soffits are vinyl soffit panels that are in fair condition. The soffits on the rear gable end of the original structure is unpainted soffit board. There are areas of soffit transitions that are of poor construction that are failing and could lead to future problems. There is no evidence as to what the original soffits were. Removal of the vinyl soffits along with removal of the vinyl siding could lead to clues as to the original soffit construction.

Recommendations:

Remove and replace all soffits.

Fascia & Trim:

Vinyl fascia and trim of various sizes and conditions from fair to poor are found throughout the entire structure. There are no clues as to what the original fascia and trim might have been but removal of the vinyl and composite sidings would likely reveal what these were.

Recommendations:

1. Remove vinyl and composite sidings to reveal original fascia and trim and restore, refinish, and/or replace as needed.

Gutters & Downspouts:

Gutters are a painted, standard 4" K-style metal gutters. Overall, the gutters appear to be in decent shape. The downspouts are standard 2x3 metal downspouts. The downspouts appear to be adequate for the amount of roof area but do not drain far enough from the foundation. The gutters and downspouts are not original but are necessary to maintain adequate building performance and structural integrity.

Recommendations:

Downspouts should be extended to terminate further from the building foundation.



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Mechanical, Electrical, Plumbing

Mechanical:

There is a gas-fired, forced-air heating system. The furnace is atmospherically vented through the chimney. While the unit is older, it appears to be in working order. Where the ductwork is visually exposed there are some areas of concern. Mechanical paper was found that likely contains asbestos. There are also areas of poor or missing connections and one area where the supply line is reduced to accommodated plumbing that likely results in poor airflow.

Recommendations:

1. Replace the existing ductwork built to current building codes.
2. Consider replacing furnace in the future with high-efficiency unit with a sealed combustion intake/exhaust system.

Electrical:

The electrical system is a 100 AMP panel with a full, 100 AMP breaker. The electrical service is delivered overhead at the rear of the house, at the back of the original structure and is coming from the south alley. The electrical wiring in the house is a mix between the original knob & tube wiring and updated romex wiring. The original knob and tube wiring is found to still be used in the basement while there is also some found in the basement and the attic that appears to have been abandoned. The main level wiring appears to be entirely updated to romex, but wiring in the walls could not be confirmed.

Recommendations:

1. Replace the existing electrical service with an upgraded 200amp service in a new panel built to current building codes.
2. Replace the existing knob & tube wiring with romex wiring built to current building codes.

Plumbing:

There is a standard 40 gallon gas-fired water heater that is atmospherically vented through the chimney. The base of the water heater is rusting and **shows that the water heater is past it's** expected lifespan. The water delivery system is a mix of primarily copper and galvanized piping. The galvanized piping is likely original and the copper was likely added at a later date to accommodate repairs and subsequent plumbing additions. The galvanized and copper plumbing is showing signs of deterioration and there is likely extensive unseen corrosion within the galvanized pipes due to their age and the corrosive nature of galvanized plumbing lines. Waste lines are a mix of ABS plastic, PVC plastic, and cast-iron. The routing of the waste lines is not suitable for continued use and will likely lead to failure. The sink drains to an ejector-pit in the basement which is subsequently routed to the opposite side of the house to flow into the main waste line. In doing so, the waste line from the ejector pit sags beneath mechanical equipment creating a low point that likely does not allow for clear passage of waste. A cast-iron waste line exits the building encased in the concrete foundation on the west side of the house. This waste line leads to an orangeburg sewer line leading to the south alley. This sewer line is in poor condition with minimal fall over its span to be effective.

Recommendations:

The entire existing plumbing should be removed and replaced and built to current building codes.



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LANDMARKING RECOMMENDATION

The structure at 908 Rex Street is a good example of a mid-1920's wood frame vernacular house typical to the City of Louisville and the Frenchtown neighborhood. **The house's social history has past residents that were significant to Louisville's history and** were owners and residents for 73 continuous years. The structure is a good example of accretive architecture that reflects how the needs of the residents have aligned with the generational changes of the community. Many of the historic aspects of the structure still remain and can be restored to their historic appearance.

In our professional opinion, the building's structure is adequate for its continued safe use. The construction does not meet all modern code standards; however, it has performed adequately up to this point. We recommend that a licensed Structural Engineer be retained to further evaluate the structure, provide the repairs recommended in each of the sections of this report and assist in any modifications to the structure proposed by the owner and an architect.

It is our recommendation that the building be landmarked under the City of Louisville Historic Preservation Program. In addition, the building is a very strong candidate for historic preservation grant funding through the **City's same program.**

Preservation Priorities

Overall, 908 Rex Street is in moderate condition given the age of the structure. There are elements that need to be addressed at a high priority.

High Priority:

1. Address plumbing issues as outlined above.
 - a. Replace water heater with a high-efficiency unit.
 - b. Remove most or all of the plumbing and rebuild according to current codes. The supply lines are likely at corrosion levels that if ignored will likely lead to further building damage due to water leaks. The waste lines and use of the ejector pit are not installed properly and will likely lead to failure, potentially causing damage to the building structure.
2. Evaluate the front porch foundation and framing with a licensed engineer to determine if any added support is necessary.
3. Remove existing vinyl siding, vinyl soffits, vinyl window trim, and composite asbestos siding to reveal the existing wood shiplap siding; restore, refinish, and/or replace the existing wood siding.
4. Replace windows with units consistent with the historic character of the house.

Medium Priority:

1. Determine historic decoration, trim, and soffits, and restore, refinish, and/or replace consistent with the historic character of the house.
2. Replace the knob & tube electrical wires. The electrical wiring is a fire hazard that should be removed and replaced according to current building codes.
3. Add structural support members to stiffen both the roof framing and the floor framing for better longterm performance.

Low Priority:

1. Perform an energy audit to identify how energy efficient the home is. An audit can determine areas of air infiltration and where efficiency upgrades will be most valuable.

Replace existing furnace with a high-efficiency unit.



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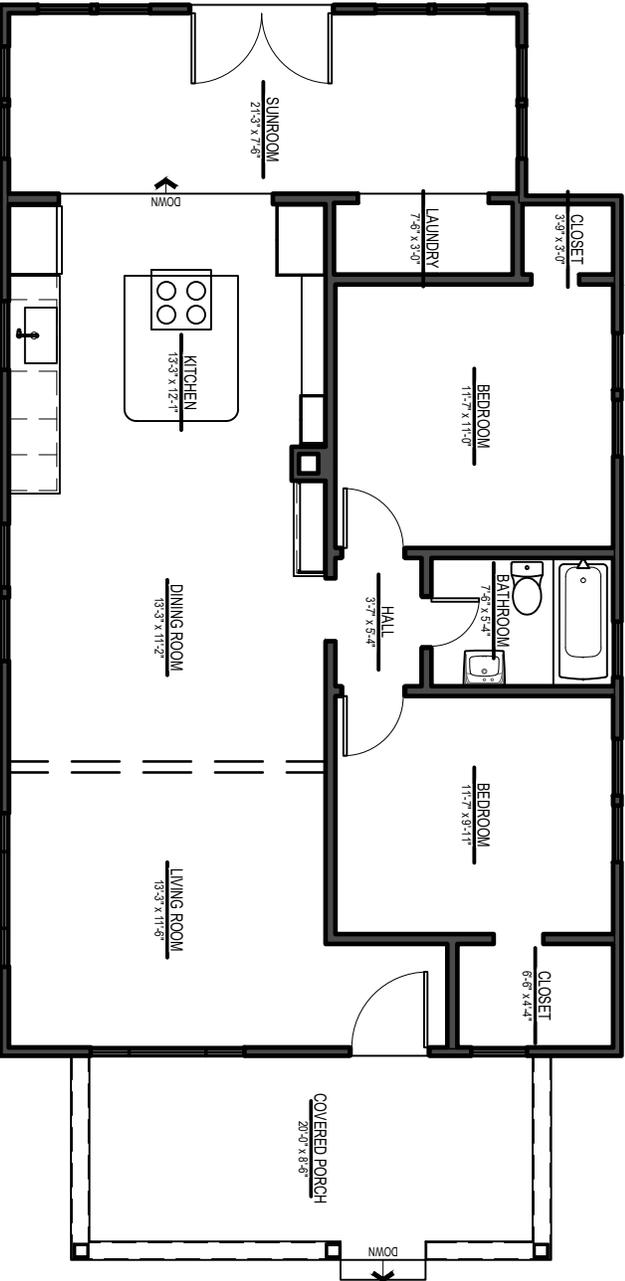
Northeast Corner looking Southwest



Southwest Corner looking Northeast



South (Rear) Elevation



1
A1.1

MAIN LEVEL FLOOR PLAN
SCALE 1/8" = 1'-0"



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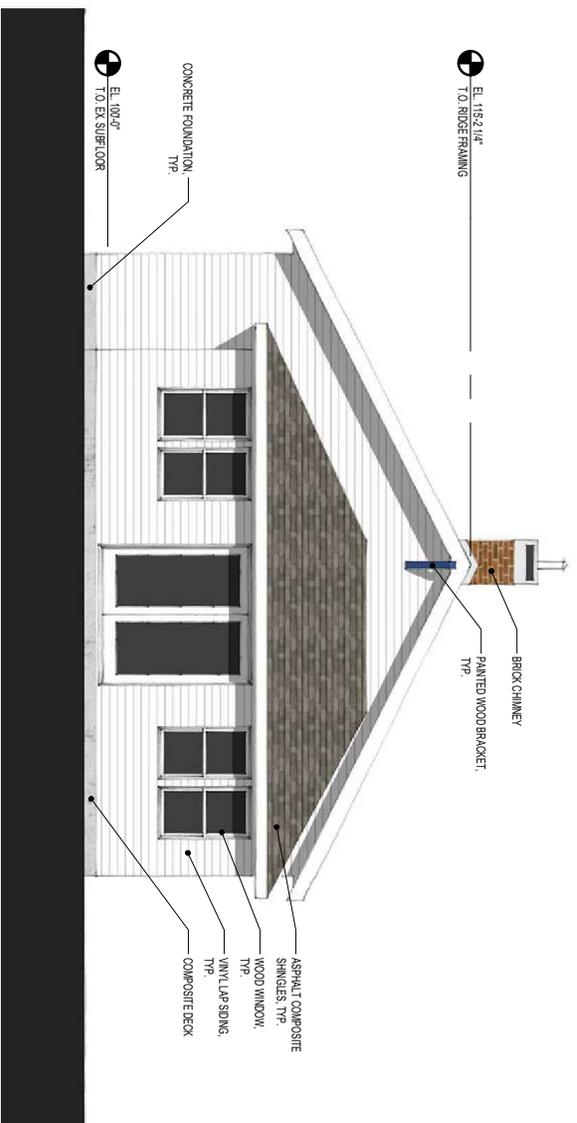
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DRAWING TITLE
EXISTING FLOOR PLAN
 DATE
 01/27/2020

SHEET
A1.1



1
EXISTING NORTH ELEVATION
SCALE: 1/8" = 1'-0"



2
EXISTING SOUTH ELEVATION
SCALE: 1/8" = 1'-0"

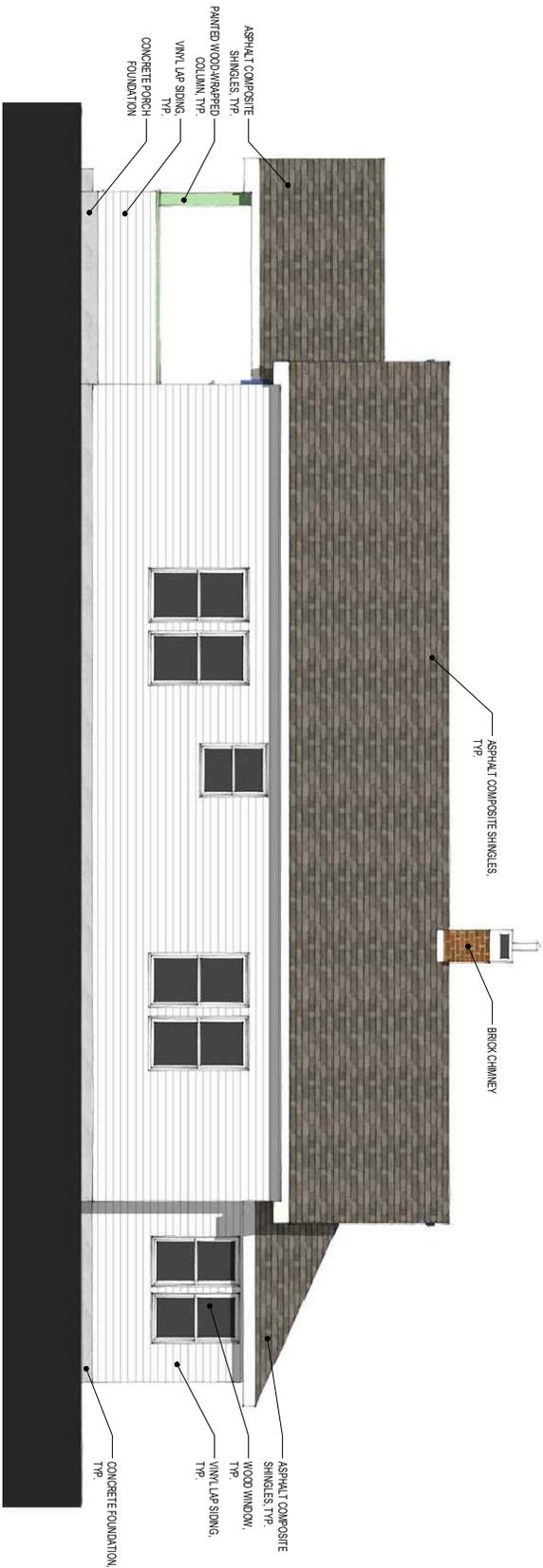


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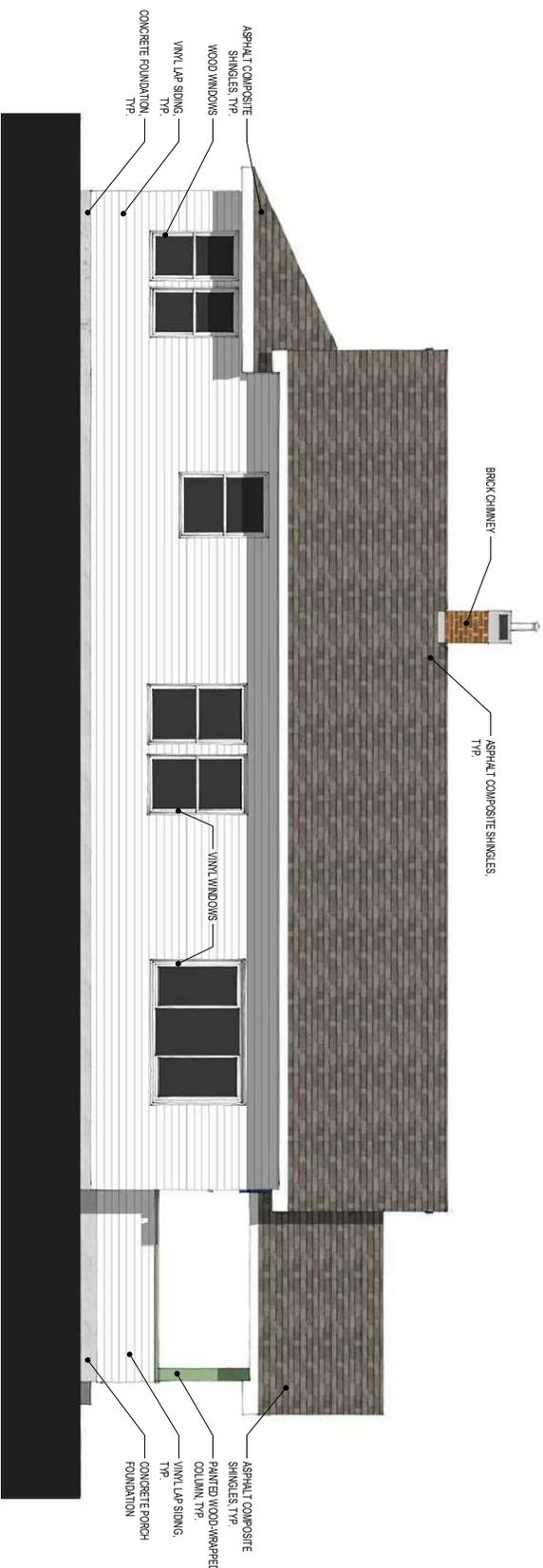
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DRAWING TITLE
EXISTING ELEVATIONS
DATE
01/27/2020

SHEET
A2.1



1
EXISTING WEST ELEVATION
SCALE: 1/8" = 1'-0"



2
EXISTING EAST ELEVATION
SCALE: 1/8" = 1'-0"



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SHEET
A2.2



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DRAWING TITLE
HISTORIC ELEVATIONS
DATE
01/27/2020

SHEET
A2.3

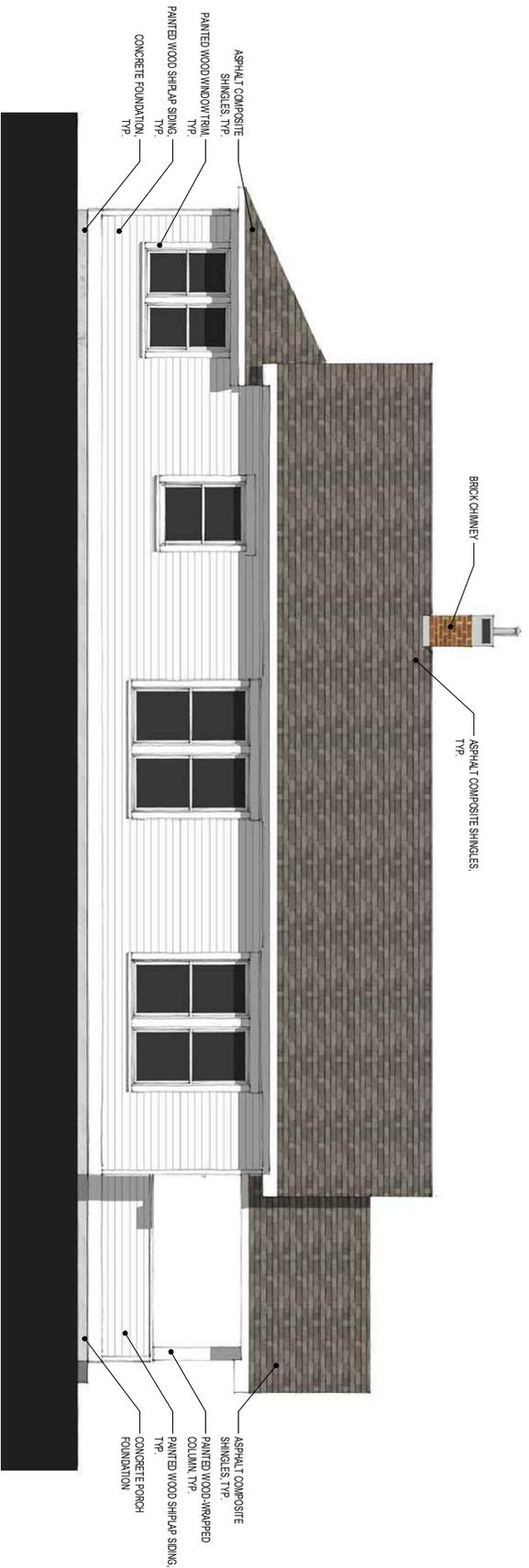
1
A24

HISTORIC WEST ELEVATION
SCALE: 1/8" = 1'-0"



2
A24

HISTORIC EAST ELEVATION
SCALE: 1/8" = 1'-0"



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DRAWING TITLE
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DATE
01/27/2020

SHEET
A2.4



January 16, 2020

Attn: Andy Johnson
DAJ Design
Louisville, CO

Dear Andy,

Below is a summary of our structural observation at the existing building located at 908 Rex Street . The summary also includes our structural assessment of the existing structure. Please feel free to contact us with any questions.

I. Building Description:

The building was constructed in approximately the 1920s based on the county records, however, there appears to have been an addition on the south side of the building that was completed at a later date. This addition may have been an original porch that was converted because it also includes the cellar/basement access. The time period for the addition is information we were not able to determine. The building is currently being used as a single-family residence.

The building is a one-story structure with an attic above the entire main floor. There were no dormers in the attic/roof construction. Below the rear half of the original building is a cellar/basement which is accessible from the rear addition. The front portion of the building is built above a crawl space. The deeper cellar/basement was not original and it appears that the entire original house was built above a crawl space and then later the crawl space was dug out for a deeper cellar/basement. On the east side of the building is a small basement room below exterior grade. This looks to have been an access for coal/heating.

The building is a wood-framed structure supported by either a poured concrete foundation with large aggregate or a stone foundation with concrete exterior and interior surface coating.. Roofing consists of asphalt shingles at all areas, including the front porch. Interior floor finishes are primarily wood flooring (the original 1x3 floor sheathing finished) and lath and plaster interior wall finish. The basement floor is concrete.

Also, on the property are the following additional structures:

1. A detached wood framed garage supported by a slab-on-grade on the east side of the building.
2. A small shed in the back yard.



II. Roof Framing:

A. Description:

The roof framing above the main portion of the house consisted of the following:

1. Rafters are 2x4s at 24" o.c. and 2x4 ceiling joists at 16" o.c. The ceiling joists were spliced on the center interior wall of the main space.
2. There was no joining ridge member or collar ties to support the rafters.
3. 1x diagonal struts were installed at approximately 48" o.c. to provide support for the rafters and transfer roof load to the center wall of the house.
4. 1x vertical struts were installed at approximately mid-span of the ceiling joists to help reduce ceiling deflection. These struts were also at 48" o.c.
5. Original roof sheathing consisted of 1x6 decking with large spaces between each member. Another layer of OSB sheathing was installed above the 1x sheathing.
6. The gable ends were framed with 2x4 studs, balloon-framed from the main level exterior wall below.
7. We were unable to verify the rafters in the rear addition. This location was vaulted and it appears that drywall was installed directly to the underside of the rafters. These rafters may be original porch rafters, in which case probably 2x4 or 2x6 rafters at 24" o.c.
8. We were unable to verify the front porch construction. There was no access and it is at a slightly lower elevation than the main house. It is likely that it is similar construction to the framing we observed at the main house, however there are no interior walls to help support the framing.

B. Condition/Evaluation:

The roof was in fair condition and very typical framing for a building of this age. There was evidence of significant water damage along the west side of the roof. This water infiltration resulted in damage to the 1x roof sheathing and ceiling drywall below. There was no evidence of damaged or poor performing rafter or ceiling joists. The ceiling cracks and roof performance were similar to other buildings we have observed of this type and age.

C. Recommendations:

The owner and architect are to note that the assumed roof and ceiling structure is not to current code standards, however it has performed adequately and if it is not revised will likely perform in a similar manner to how it has for almost 100 years. Since Louisville did not likely have a building code at this time, we are unable to determine if it was built to a code or engineered at the time of construction. We can safely say that it was built to a similar standard of the other buildings we have observed from this time period.

We would recommend some of the following framing items from the prescriptive section of the IRC code:

1. 2x4 collar ties @ 48" o.c.
2. 2x diagonal struts to properly support rafters with a continuous beam if the struts are spaced more than 24" o.c.



3. Additional ceiling members or intermediate ceiling beams to reduce ceiling joist spans. The existing vertical struts only add additional load to an already over-stressed roof rafters.
4. We would not recommend adding additional roofing materials, such as an additional layer of shingles, (the code allows up to two layers), or solar panels without the additional structural support mentioned above. The owner/architect should also keep in mind that any energy upgrades, such as increased insulation to the attic, could result in prolonged snow retention on the roof and could ultimately affect roof performance without first completing structure reinforcement.
5. The front porch framing should be investigated to determine if it needs additional support.

All new repairs should be specified by a licensed Structural Engineer. We recommend that repair details be provided and submitted to the City of Louisville for review and be observed by the Engineer and City Inspectors during construction.

III. Main Level Exterior Wall Framing:

A. Description:

The wall framing was not exposed at the main level for our review. It is likely a 2x4 stud wall with studs at regular spacing. The addition at the rear of the building appears to be of similar construction and is likely 2x4 or 2x6 stud walls with studs at a regular spacing.

The front porch roof framing is supported by wood posts. These posts are boxed out and it is difficult to determine the structure inside.

B. Condition/Evaluation:

Since we were unable to observe any exposed structure in the walls, we are unable to evaluate the walls or determine if there is any structural damage. The wall heights were likely 8'-0" tall, which is reasonable for 2x4 construction, mainly due to our high wind loads. We saw no signs of interior finish material damage.

C. Recommendation:

At this time, we do not have any recommendations for repairs to the exterior walls at the main level. The owner is to note that they will need to be evaluated if any remodels or additional load is to be added. It is likely that additional studs may need to be added for the increased loads above in combination with the wind load on the building.



IV. Floor Framing:

A. Description:

The existing floor framing consists of 2x8 joists at 16" o.c. The joists appear to be supported by an exterior foundation wall and one main beam line in the center of the building in the basement. This beam consists of a (2) 2x6 supported by studs and posts extending to the basement slab below. Each ply of the beam is spliced at random locations. Some of these studs appear to penetrate the slab and others bear directly on the slab. The stud spacing is approximately 24" o.c. We were unable to verify the construction of the floor at the rear addition and at the front porch.

In the crawl space, the beam continued and was supported by blocks at regular spacing. In addition, there were several intermediate supports to the crawl space finished grade to help reduce deflection of the joists at approximately mid-span. Diagonal joist blocking was added at mid-span of the joists to help reduce joist rotation and increase overall performance. This blocking looked to be original or at least added early in the lifespan of the building.

Sheathing and flooring consists of 1x3 T & G, with no additional floor above. The 1x3 sheathing was finished to act as the final finished floor material. We suspect that the rear addition may be wood flooring over a concrete slab but were unable to verify this assumption.

The ceiling of the east coal-shoot was a suspended concrete slab. There was evidence of original railroad ties and wood between the ties to support the concrete during installation and it is likely that the concrete is dependent on these ties and wood for support.

It was interesting to note that the studs from the wall above were continued down to the sill plate of the foundation and adjacent to the floor joists. As a result, we were unable to determine if there was a continuous rim board. We did observe some blocking between joists at the sill plate. No anchor bolts between the sill plate and the foundation were observed.

B. Condition/Evaluation:

The main level 2x8 joists were in good condition and the span and size of the joists are better than most buildings that we see of this type and age. The joists size and spacing meets minimum IRC code requirements. If we were to compare this construction to what was specified in the older UBC codes, it would have also exceeded minimum code requirements. We were unable to verify if the floor was level or sagging in areas.

The front porch framing was in poor to fair condition. There were several areas that were sagging and soft when we walked on the surface, particularly at the posts supporting the roof above.



C. Recommendations:

It is our recommendation that the following floor repairs be completed:

1. A more thorough review of the suspended concrete slab should be completed to determine if it needs additional support for extended life.
2. Replace any damaged or rotting studs supporting the interior beam line.
3. The floor is bouncing and will likely feel soft or bouncy if there is a large gathering in the main living areas. Contact a licensed Structural Engineer for any additional floor recommendations to help stiffen the floor and for better overall performance.

All new repairs should be specified by a licensed Structural Engineer. We recommend that repair details be provided and submitted to the City of Louisville for review and be observed by the Engineer and City Inspectors during construction.

V. Foundation:

A. Description:

The original existing foundation consists of either stone and concrete or only concrete with large aggregate. The original foundation was only approximately 2'-0" tall with what appeared to be a small concrete footing. After observing the footing, it would be reasonable to assume that the foundation wall was also concrete and not stone. At some time after the original construction, concrete walls were added inside the foundation walls to lower the elevation of the interior and allow for a basement below the main living area. These interior foundation walls help retain the soil below the original walls and lower the elevation of the basement. In addition, a floor slab was added to this area.

The building site is fairly level, with a slight slope to the south. There is no significant slope away from the building on all sides and in some cases we observed negative drainage back towards the building.

B. Condition/Evaluation:

Our evaluation of the existing foundation walls was limited. We are unable to evaluate the interior concrete walls retaining the earth below the original foundation walls. Both the original and the concrete retaining walls show little to no signs of cracking where visible, but we do not know what type of footing is below the retaining walls if any and how they are restrained.

We could not observe the foundation below the rear addition and the front porch. We observed the very top of wall and it appeared to be concrete. The floor of the rear addition is sloped to the south, but that may be due to an original sloped slab-on-grade or could be due to settlement. The front porch foundation appears to have settled, mostly at the support posts for the roof above.



We would call the condition of the foundation of the main house satisfactory. It has performed adequately over the years, however has likely moved resulting in uneven floors, etc.

The site drainage and slope away from the building could be improved, eliminating any negative slope to the house. There are some minor signs of water infiltration at the foundation walls, but less than most buildings of the type and age.

C. Recommendations:

We would recommend investigating the front porch and rear addition foundations with a licensed Structural Engineer. These foundations may need repair. Care should be taken not to undermine the existing crawl space foundation. We would also recommend re-grading the site to allow for positive drainage away from the building. This should also include better gutters and gutter extensions.

We have no other foundation recommendations at this time. There are no signs of major foundation distress. The owner may continue to monitor the building and contact us with any future problems. The owner is to note that the current foundation is not suitable for a second story and significant structural modifications to the foundation would be required to support additional loading from a remodel or addition.

VI. Structural Conclusions:

A. In our professional opinion, the building's structure is adequate for its continued safe use. The construction does not meet all modern code standards; however, it has performed adequately up to this point. We recommend that a licensed Structural Engineer be retained to further evaluate the structure, provide the repairs recommended in each of the sections of this report and assist in any modifications to the structure proposed by the owner and an architect.

It is also important to note that a significant portion of the building's structure was not exposed for our review. There may be damaged structure that we were not able to observe due to finish materials. Also, additional cosmetic imperfections could arise, which is normal for an old structure.

B. An extreme event occurring at the site, such as a tornado, a serious (rare) earthquake or other unforeseen event could significantly damage the structure. But this is also true for most old structures in Louisville (and probably for some modern structures), and is only mentioned for completeness of this report.

C. Roof gutters shall be maintained in a clean and functional state. Downspouts should have extenders to direct roof drainage away from the foundation. This will help to continue the life-span of the existing foundation.



D. The garage structure is in need of repair. The roof structure is similar to the house and does not meet code. In addition, the garage door opening looks to have been adjusted in width multiple times. We would recommend repairing or re-installing the garage door header and supporting jamb studs.

DAJ Design and the owner expressed interest in raising the ceiling joist height. This is feasible with reinforcement to both the roof and ceiling framing.

A licensed Structural Engineer should be contacted to provide appropriate repairs once the owner has decided on a final ceiling elevation. We recommend that repair details be provided and submitted to the City of Louisville for review and be observed by the Engineer and City Inspectors during construction.

VI. Summary and Limitations:

A. Summary:

1. The goal of this report was to provide an overview of the building's structure and foundation, and identify areas where remedial work in the near future is prudent.
2. The recommended remedial measures are intended to promote the building's continued safe use, and are not intended to eliminate all existing and potential future cosmetic defects.

B. Limitations:

1. The information contained in this report is the author's professional opinion based on visual evidence readily available at the site, without the removal of existing finish materials. Of course, this means there could be hidden defects which are not discoverable at this time, without demolition of finish materials. That is true for most buildings, and an inherent limitation for this kind of report. Should additional information become available or additional movement is perceived, we recommend that our firm be contacted for further review.
2. The issuance of this report does not provide the building's current or future owners with a guarantee, certification or warranty of future performance. Acceptance and use of this report does not transfer financial liability for the building or the property to the author or this engineering firm.
3. The report is also only preliminary to make note of areas that need to be addressed. A licensed Structural Engineer should be retained to provide a more thorough investigation and provide appropriate repair details for all necessary repairs.



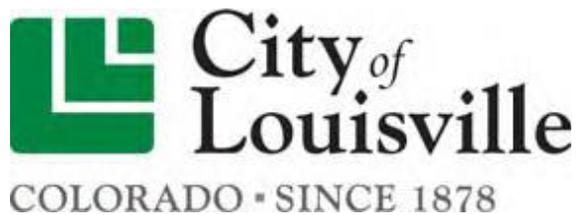
Glenn Frank Engineering
Engineering Structures that Endure

Structural Engineering Consultants
2400 Central Avenue
Suite A-1 South
Boulder, Colorado 80301
303.554.9591

Sincerely,

Jesse Sholinsky, P.E.





908 Rex St., Louisville, Colorado

Legal Description: Lots 3, 4, & 5, Block 8, Murphy Place Subdivision

Year of Construction: 1924

Summary: This house is located in Louisville’s Frenchtown neighborhood. As was the case for almost every house in Frenchtown, it was associated with a French family. The extended Gosselin family from France, which included family members with the last names of Mancini and Wisek, had the house at 908 Rex constructed in 1924 and owned it until 1997.

History of Murphy Place Subdivision

Peter F. Murphy platted the subdivision of Murphy Place in 1907. He did so as President of the Louisville Realty & Securities Company. It became the location of Louisville’s Frenchtown neighborhood, described in the lead article of the Spring 2016 issue of the Louisville Historian, “Being French in Louisville,” located here:

<https://www.louisvilleco.gov/Home/ShowDocument?id=9908> .

Gosselin/Mancini/Wisek Ownership, 1913-1997; Date of Construction

Raymond Gosselin (1872-1939) acquired Lots 3 and 4 from the Louisville Realty & Securities Company in 1914. He and his wife, Julia Caron Hermignies Gosselin (1872-1967), had come from France in 1903 and settled in Louisville and in the Frenchtown neighborhood in about 1908.

Their daughter, Margaret Gosselin (1894-1976), married Thomas Williams in 1914 and had two children, Jane and Harold with him. They also lived in Frenchtown. Records of what happened to Thomas Williams could not be located, but in July 1923, Margaret remarried to Tony Mancini

(1884-1955). Tony Mancini had been born in Italy. At the time of his marriage to Margaret Gosselin Williams, which was his first marriage and her second marriage, he was 39 and Margaret was 29. According to his 1955 obituary, he came to Louisville in about 1901 and worked as a stationary engineer in area coal mines. A 1946 directory for Louisville lists him as having been a hoisting engineer at the Hi-Way Mine.

In September 1923, Raymond Gosselin conveyed ownership of Lots 3 and 4 to his daughter, Margaret, and her new husband, Tony Mancini. In October 1923, they granted a deed of trust to McAllister Lumber, secured by Lots 3 & 4. Often, for Louisville properties, the recording of such a document indicated house construction or remodeling.

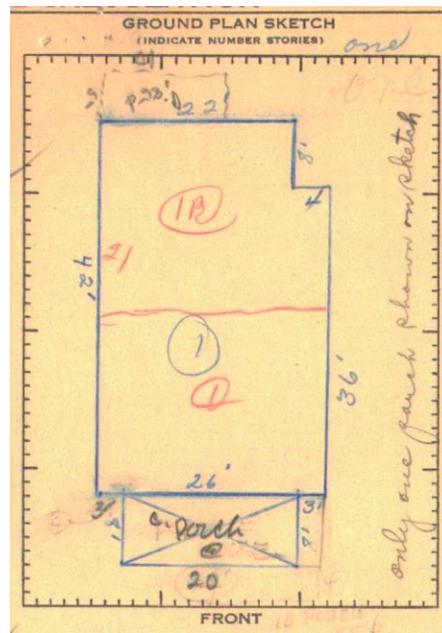
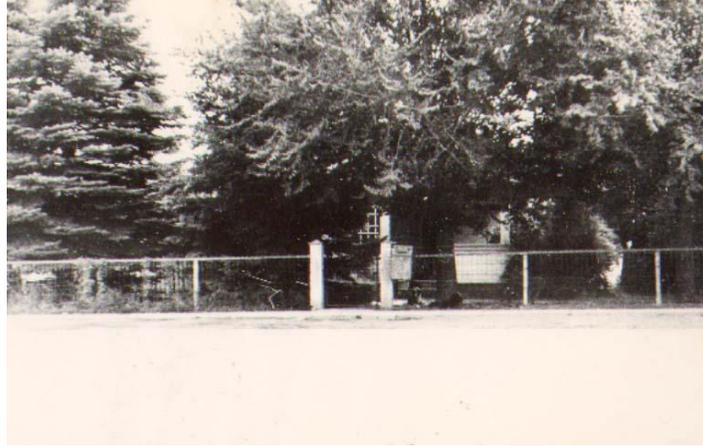
The 1948 Boulder County Assessor Card for 908 Rex states that the house was constructed in 1924. The current Boulder County website also gives the date of 1924. Boulder County has sometimes been found to be in error with respect to the dates of construction of historic buildings in Louisville, so it is important to look at all of the evidence. In this case, the evidence supports the construction date of 1924. The sources of the information in 1948 would have in all likelihood been Margaret and Tony Mancini themselves, who had the house constructed when they were first married on property that came from her father. The fact that they granted a deed of trust to McAllister Lumber in 1923, with the property securing the loan, supports the date of construction of 1924.

For these reasons, and in the absence of other evidence, the 1924 date put forth by Boulder County is assumed to be the correct date of construction. The 1948 Boulder County Assessor Card also states that the house was remodeled in 1942.

In 1927, Raymond Gosselin acquired Lot 5 and other lots in Murphy Place, and in 1939 conveyed ownership of Lot 5 to Margaret and Tony Mancini. Lot 5 is to the east of Lots 3 & 4. Its acquisition appears to have made it possible for a garage to be constructed.

Tony and Margaret Mancini, besides raising her daughter and son from her first marriage, raised the daughter they had together, Rita Mancini (1924-1997). Tony and Margaret lived the rest of their lives at 908 Rex. At the time of the 1930 census, their household consisted of themselves plus daughter Jane Williams, age 14; son Harold Williams, age 10; and daughter Rita Mancini, age 5. By the time of the 1940 census, the household was reduced by one due to Jane Williams having married Joe Softich and moving elsewhere in Louisville. However, by 1943, the household expanded and was made up of Tony and Margaret Mancini; Harold Williams while he was in World War II service; Harold's wife, Mary Ann Kranker Williams; Margaret's niece, Juliette Dhieux Hioco; and Juliette's husband, George Hioco.

The following photo and ground layout image are from the 1948 County Assessor card for 908 Rex:



Louisville Times issues from the 1940s and 1950s, accessible through the online Colorado Historic Newspaper Collection, show that Margaret Mancini was active in Louisville community groups, particularly women’s groups. She was a regular participant in the Busy Bee Friendship Club. According to *The Louisville Times*, in 1948 Margaret hosted a “plastic party” at her home at 908 Rex, with 28 women in attendance. (Such gatherings, which promoted the advantages of plastic ware to housewives, were becoming common all over the United States at that time.)

In 1942, Rita Mancini married Herman Wisek. The 1949 directory for Louisville shows that the household included Tony and Margaret Mancini, plus Rita and Herman Wisek. Soon, though, Rita and Herman moved around the corner to 338 Main St. Other Gosselin, Mancini, and Wisek relatives lived close by to 908 Rex over the years.

When Tony Mancini died in 1955, his wife Margaret became the sole owner of 908 Rex. The same year, she conveyed ownership to herself and her daughter, Rita Mancini Wisek. Margaret

continued to reside in the house. According to a 1958 directory for Louisville, she worked as a kitchen worker at Colacci's Restaurant at that time. She died in 1976, and at that point, Rita Wisek became the sole owner of 908 Rex.

According to the 1977 Polk Directory that included Louisville residents, Joe and Jane Softich (Margaret's daughter) lived at 908 Rex in 1977.

Rita and Herman Wisek divorced in 1972. By the time of the 1979 Polk Directory, Rita had moved back to her childhood home of 908 Rex.

Rita Mancini Wisek died in 1997. Her obituary included the line, "She loved cats." Also according to her obituary, she had worked at the Blue Parrot Restaurant for 26 years, retiring in 1989. However, a *Louisville Times* article from Jan. 26, 1994 (accessed at the Colorado Historic Newspaper Collection website) stated that she worked at the Blue Parrot for almost 40 years. The article stated, "For Wisek, her years at the Blue Parrot were like 'a home away from home.'" The following photo shows Rita Wisek with other Blue Parrot staff at the 1968 birthday party for Blue Parrot owner Mike Colacci, taken at the Blue Parrot. Rita is shown standing behind and a little to the right of Mike Colacci, who is seated. She is seen wearing a white shirt with buttons down the front.



Current Owner – Brendan McManus

Owner Rita Mancini Wisek died in 1997. Later in 1997, her personal representative, who was her niece, sold 908 Rex to Brendan McManus and Patricia Silberblatt. In 2000, the two conveyed ownership to Brendan McManus alone. In 2012, he founded Lucky Pie Pizza & Taphouse in Louisville. He continues to be the current owner of record of 908 Rex St.

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



DAJ DESIGN

922A MAIN STREET
LOUISVILLE, CO 80027
P. 303.527.1100

PROJECT
908 REX STREET, LOUISVILLE, CO 80027

DRAWING TITLE
EXISTING SITE PLAN



SCALE
1/8" = 1'-0"





DAJ DESIGN

922A MAIN STREET
LOUISVILLE, CO 80027
P. 303.527.1100

PROJECT
908 REX STREET, LOUISVILLE, CO 80027

DRAWING TITLE
PERSPECTIVES

SCALE
1/8" = 1'-0"



NORTH PERSPECTIVE VIEW



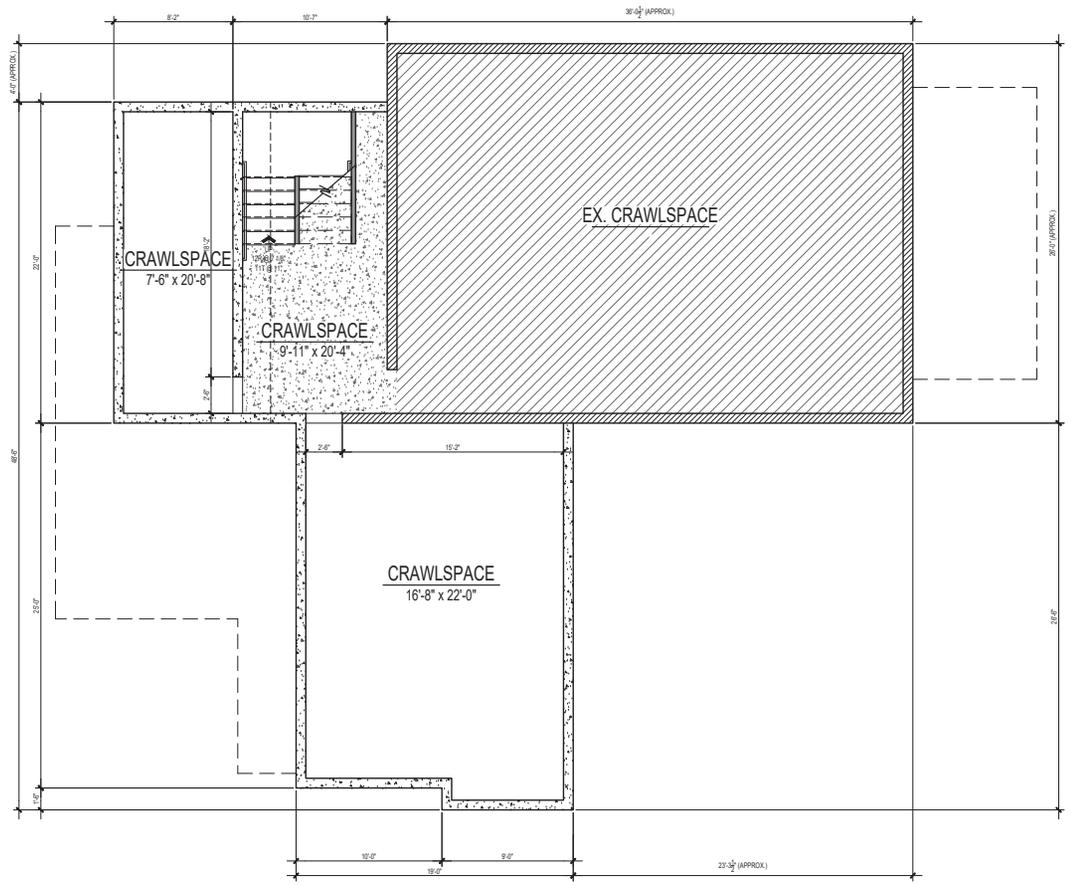
SOUTH PERSPECTIVE VIEW



NORTHEAST PERSPECTIVE VIEW



SOUTHWEST PERSPECTIVE VIEW



1
A1.1

CRAWLSPACE FLOOR PLAN

SCALE: 1/8" = 1'-0"

EXISTING CRAWLSPACE FLOOR AREA: 856 SF
 NEW CRAWLSPACE FLOOR AREA: 841 SF
 TOTAL FLOOR AREA: 1,697 SF



DAJ DESIGN

922A MAIN STREET
 LOUISVILLE, CO 80027
 P: 303.527.1199
 INFO@DAJDESIGN.COM

NOT FOR
 CONSTRUCTION

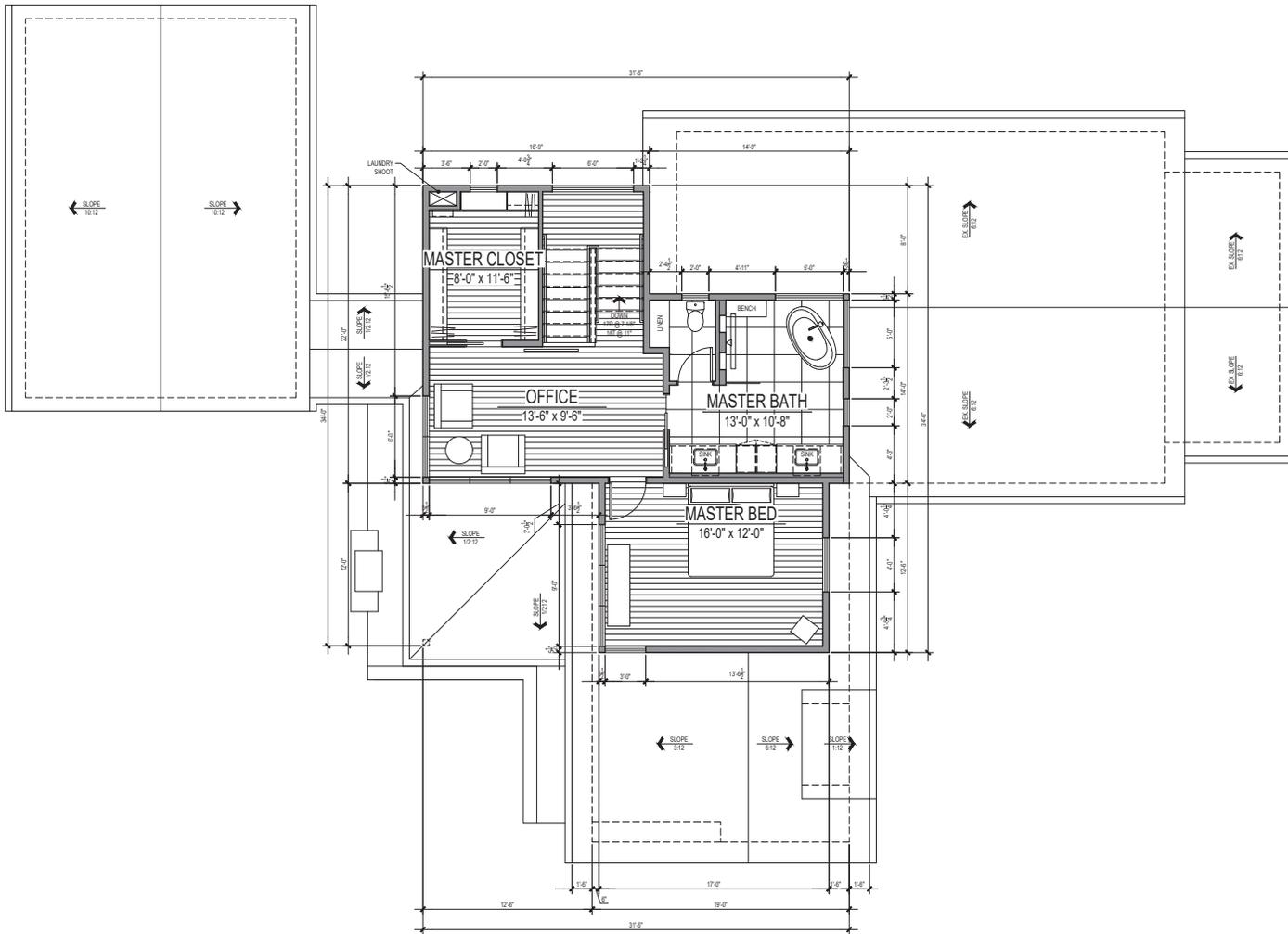
WILT / SERPE RESIDENCE
 908 REX STREET, LOUISVILLE, CO 80027

TANIS WILT & ANNA SERPE
 348 S. JEFFERSON AVE., LOUISVILLE, CO 80027
 303.210.9806

BASEMENT
 FLOOR PLAN

DESIGN DEVELOPMENT
 03/03/2020

A1.1



1
A1.3

UPPER LEVEL FLOOR PLAN

SCALE: 1/8" = 1'-0"

FLOOR AREA: 778 SF



DAJ DESIGN

922A MAIN STREET
LOUISVILLE, CO 80027
P: 303.527.1158
INFO@DAJDESIGN.COM

NOT FOR
CONSTRUCTION

WILT / SERPE RESIDENCE
908 REX STREET, LOUISVILLE, CO 80027

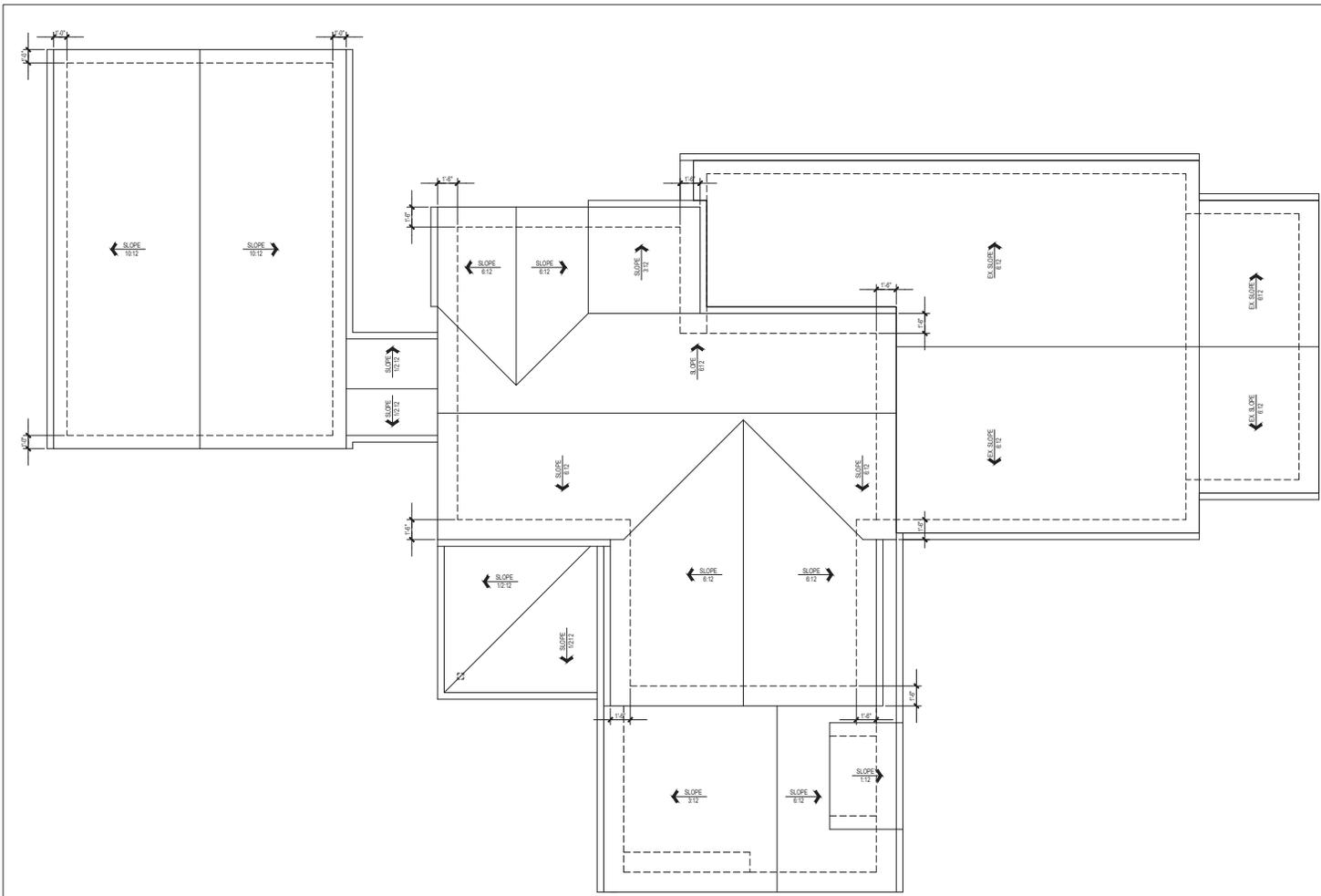
DAVID WILT & DIANA SERPE
348 S. JEFFERSON AVE., LOUISVILLE, CO 80027
303.210.9806

UPPER LEVEL
FLOOR PLAN

DESIGN DEVELOPMENT

03/03/2020

A1.3



1
A1.4

ROOF PLAN
SCALE: 1/8" = 1'-0"



NOT FOR
CONSTRUCTION

WILT / SERPE RESIDENCE
 908 REX STREET, LOUISVILLE, CO 80027

TANIS WILT & ANNA SERPE
 348 S. JEFFERSON AVE., LOUISVILLE, CO 80027
 303.210.9806

ROOF PLAN
 DESIGN DEVELOPMENT
 03/03/2020

A1.4



1 NORTH ELEVATION
SCALE: 1/8" = 1'-0"



2 WEST ELEVATION
SCALE: 1/8" = 1'-0"



DAJ DESIGN
922A MAIN STREET
LOUISVILLE, CO 80027
P. 303.527.1100

PROJECT
908 REX STREET, LOUISVILLE, CO 80027

DRAWING TITLE
NEW HOUSE
ELEVATIONS

SCALE
1/8" = 1'-0"



1

SOUTH ELEVATION

SCALE: 1/8" = 1'-0"



2

EAST ELEVATION

SCALE: 1/8" = 1'-0"



DAJ DESIGN

922A MAIN STREET
LOUISVILLE, CO 80027
P. 303.527.1100

PROJECT
908 REX STREET, LOUISVILLE, CO 80027

DRAWING TITLE
NEW HOUSE
ELEVATIONS

SCALE
1/8" = 1'-0"



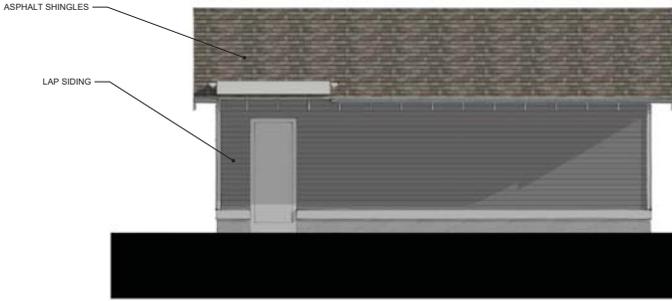
DAJ DESIGN

922A MAIN STREET
LOUISVILLE, CO 80027
P. 303.527.1100

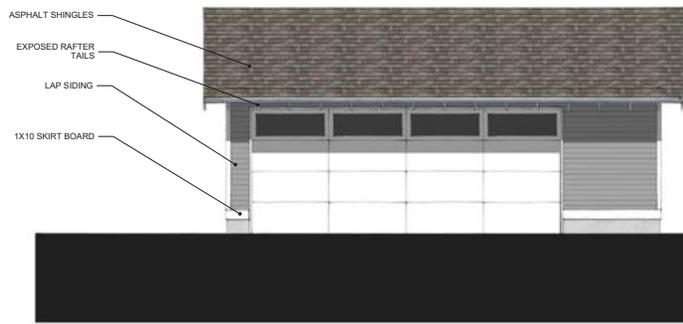
PROJECT
908 REX STREET, LOUISVILLE, CO 80027

DRAWING TITLE
NEW GARAGE
ELEVATIONS

SCALE
1/8" = 1'-0"



1 NORTH ELEVATION
SCALE: 1/8" = 1'-0"



2 SOUTH ELEVATION
SCALE: 1/8" = 1'-0"

**RESOLUTION NO. 04
SERIES 2020**

**A RESOLUTION MAKING FINDINGS AND RECOMMENDATIONS REGARDING THE
LANDMARK DESIGNATION FOR A HISTORICAL RESIDENTIAL STRUCTURE
LOCATED AT 908 REX STREET**

WHEREAS, there has been submitted to the Louisville Historic Preservation Commission (HPC) an application requesting a landmark eligibility determination for a historical residential structure located on 908 Rex Street, on property legally described as Lots 3-5 of Block 8, Murphy 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 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, 908 Rex Street (Mancini House) has social significance because it exemplifies the cultural, political, economic or social heritage of the community considering its association with families from a variety of ethnic groups; and

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

WHEREAS, the HPC finds that these and other characteristics specific to the Mancini 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 908 Rex Street be approved for the following reasons:
 - a. Architectural integrity of the vernacular structure.
 - 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 Mancini House.

PASSED AND ADOPTED this _____ day of _____, 2020.

Lynda Haley, Chairperson

**RESOLUTION NO. 05
SERIES 2020**

**A RESOLUTION RECOMENDING APPROVAL OF AN ALTERATION CERTIFICATE
FOR THE MANCINI HOUSE LOCATED AT 908 REX STREET FOR EXTERIOR
ALTERATIONS.**

WHEREAS, there has been submitted to the Louisville Historic Preservation Commission (HPC) an application requesting an alteration certificate for a historic residential structure located on 908 Rex Street, on property legally described as Lots 3-5 of Block 8, Murphy Place, Town of Louisville, City of Louisville, State of Colorado; and

WHEREAS, the City Staff and the HPC have reviewed the application and found that it complies with Chapter 15.36 of the Louisville Municipal Code, including Section 15.36.120, establishing criteria for alteration certificates; and

WHEREAS, the HPC has held a properly noticed public hearing on the proposed alteration certificate on May 11, 2020, where evidence and testimony were entered into the record, including findings in the Louisville Historic Preservation Commission Staff Report dated May 11, 2020.

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

Does hereby recommend approval of the application for an alteration certificate for the Mancini House as described in the staff report dated May 11, 2020.

PASSED AND ADOPTED this _____ day of _____, 2020.

Lynda Haley, Chairperson

Historic Preservation Commission
Meeting Minutes
May 11th, 2020
Virtual Meeting
6:30 PM

Call to Order – 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
Hannah Parris
Gary Dunlap
Andrea Klemme
Keith Keller

Commission Members Absent: None.

Staff Members Present: Felicity Selvoski, Historic Preservation Planner
Rob Zuccaro, Planning Director

APPROVAL OF AGENDA

Klemme made a motion to approve the May 11th, 2020 agenda. Parris seconded.
Agenda approved by voice vote.

APPROVAL OF MINUTES

Klemme made a motion to approve the February 24th, 2020 minutes. Keller seconded.
Agenda approved by voice vote.

PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

Haley asked for public comment. Seeing none, she invited the first public hearing item.

NEW BUSINESS – PUBLIC HEARING ITEMS

105 Roosevelt Avenue: Demolition and Probable Cause Hearing

Selvoski shared that this demolition application was reviewed by a subcommittee of the HPC and then forwarded to the full Commission for review due to the potential extent of the demolition.

Selvoski reminded the Commission that demolitions are reviewed on their age, significance, integrity, condition, and cost to repair. Because of the date of construction, the structure does not meet the age requirement for landmarking (more than 50 years old). Regarding the social significance of the property, the Rotar family purchased the property in 1947 and built the house currently in existence then sold the property in

1961 to the Williams family. They owned the family until 1997, and the property sold again in 2020 to the current owner. Selvoski shared that the architecture and style of this home is similar to other ranch structures that were built in Louisville during the post-war years. The structure has seen very few changes over time and retains a high degree of integrity. Property condition and the cost of necessary repairs are unknown. The applicant applied for demolition on January 29, 2020 and a full 180 stay would expire on July 27, 2020. Staff recommends a full 180 stay to allow time for the owners to have a Historic Structure Assessment completed.

The applicant also applied for a probable cause determination. The criteria for probable cause are very similar to the demolition review criteria. Selvoski reminded the Commissioners that the property meets the age, architectural significance, and integrity criteria. Based on that, staff recommended approval of an Historic Structure Assessment grant in the amount of \$4,000.

The applicant, Paul Rohr at 105 Roosevelt Avenue, stated that they are pursuing all options and are excited about the property.

Klemme states that the structure meets the criteria for probable cause.

Parris agreed and noted that we do not see many structures from this time period applying for probable cause or landmarking.

Chair Haley appreciates the story that goes along with the property, the change and renewal that we see between the Old Town area and the neighborhoods to the south.

Dunlap appreciates that the applicant is exploring all options and is interested in learning more about the property through the historic structure assessment. He would consider shortening the stay to what is needed to complete the assessment instead of the 27th of July.

Haley clarified that the length of the stay wasn't changed due to the delay in holding the hearing.

Staff confirmed that the stay was from the date of application.

Dunlap restated that he felt that length of the stay could be shortened.

Rohr responded saying that he felt his options would be increased if the 180 day stay could be shortened.

Haley asked if the applicant had coordinated with a professional to complete the HSA.

Rohr stated that they've had several conversations but hasn't settled on anyone to complete the assessment at this point in time.

Haley asked the applicant how he thought a shortened stay would benefit him and the process.

Rohr stated that he's looking forward to having the structural assessment done but wants to keep as much flexibility as possible regarding the timelines.

Director Zuccaro reminded everyone that the two processes are separate; the historic structure assessment can be completed while the demolition stay is in place or the assessment can also take place after the demolition expires.

Haley clarified that if the demolition expired and the HSA hasn't been completed the house could be demolished without the HSA being completed.

Haley stated that the Commission has agreed that they want to issue a demolition stay but need to determine a timeline, and the Commission needs to approve the finding of probable cause as well.

Klemme stated that this doesn't feel like a 180 day stay to her. Due to the delay in holding the hearing, it feels more like a 74 day stay and that doesn't seem excessive.

Chair Haley stated that she is inclined to agree. 74 days seems like an appropriate amount of time to complete the historic structure assessment and do any other research necessary regarding the property.

Keller stated that he agreed that this a great property for landmarking. The HSA allows the applicant to learn more about the property and the timeline seems appropriate in the current climate.

Dunlap stated that he would recommend shortening the stay by 30 days – applying a 150 day stay instead of 180 days.

Parris stated that she can see both sides. She wouldn't shorten the stay by more than 30 days. Past applicants have been able to complete HSA in a relatively short timeframe but the availability of people to complete the assessment may be different right now.

Rohr stated that he appreciates the discussion regarding the length of the stay and is curious regarding precedent around the length of the stay.

Chair Haley stated that it is really is on a case-by-case basis. Depending on the property and the intent of the homeowner the stay may be shortened. It isn't meant to be a punitive.

Rohr expressed concern that he may have through finding a contractor to work on the project in July.

Chair Haley restated that it isn't meant to be punitive but it is meant to be a time for exploration and we want to encourage that exploration.

Rohr stated that he isn't currently living in the property and therefore have no conflicts regarding people entering the house. He thinks a 30 reduction will allow for more flexibility

Chair Haley stated that she would be comfortable with a reduction in stay length.

Dunlap made a motion to approve the demolition with a 150 day stay. Parris seconded. Motion approved unanimously by voice vote.

Klemme made a motion to find probable cause to landmark 105 Roosevelt Avenue and approve a \$4,000 HSA grant. Parris seconded. Motion approved unanimously by voice vote.

908 Rex Street: Landmark, Grant, Alteration Certificate Request

Selvoski shared that the structure at 908 Rex Street was constructed in 1924 and was a classic example of early 20th century vernacular architecture with a rectangular footprint and wide front porch. It was owned by a single family from 1913 to 1997 - the Gosselin/Mancini/Wisik family. Members of the family were employed by local Louisville restaurant establishments. Staff found that the structure had maintained much of its physical integrity. The rear portion of the house may not be original but it was historic and that did not impact integrity. Staff finds that the structure met the landmarking criteria and suggested named it the Mancini House.

Selvoski also presented the alteration certificate request. She noted that the house did need work, which repairing the foundation and floor structure as well as repairing the original siding and replacing the non-historic windows.. The owners were also proposing a modern addition to the rear. She noted the differentiation between old and new felt the request met the criteria. Therefore, staff recommended approving the request for the alteration certificate.

Selvoski stated that the applicant requested a continuation of the grant hearing until June in order to update their application with the most recent quotes they had received.

Dunlap asked why the grant was being continued and if it was at the request of the applicant.

Selvoski replied that they had updated quotes and wanted to update their request.

Andy Johnson, DAJ Design, presented to the Commission regarding the application. He confirmed that the form of the house seems to have been retained but we don't have much to go on due to the photo on the Assessor's card. After removing the non-historic siding, it is possible to see where the windows were located and what the size would have been. Based on further review, it does appear that the sunroom is not original but

it was on the 1948 Assessor's card so it his historic. Regarding the alteration certificate, the sunroom is slated to be demolished along with the garage to the east. The addition will be built largely to the rear of the property, maintaining most of the historic structure. Based on feedback from the Historic Preservation Commission, the second story addition was scaled back to be less impactful.

Dunlap stated that he appreciated the changes to the second story.

Michael Talbot Wilt, applicant, 348 S. Jefferson Ave., told the Commission that they're excited about the project and preserving the existing house.

Klemme stated that she appreciated that the design does a great job taking direction from the standards from the Secretary of the Interior.

Parris stated that the addition doesn't detract from the historic nature of the house.

Dunlap appreciates the reuse of original materials on the project. It's an appropriate addition.

Keller states that the addition blends seamlessly with the new.

Klemme stated that it was an excellent candidate for landmarking based on our requirements.

Dunlap made a motion to approve the landmark request for 908 Rex Street and name it the Mancini House. Klemme seconded the motion. Motion approved unanimously by voice vote.

Parris made a motion to approve the updated alteration certificate request presented at the meeting on 5/11/2020. Klemme seconded the motion. Motion approved unanimously by voice vote.

541 Jefferson Avenue: Probable Cause Determination

Selvoski presented the case for probable cause. The house was constructed in 1905 and meets the criteria for age. The house was typical of other homes built at the time in Louisville but has undergone significant changes over time, particularly the addition to the southeast corner of the house, and partially meets the criterial for architectural significance. Selvoski stated that the major renovations to the home were done in 1997 and at that time, the home was relocated on the lot. Due to that, staff feels that the physical integrity of the property is partially met as well.

Dunlap questioned if the owner would want to make the additional alterations to the property beyond those recommended by the Historic Structure Assessment. Selvoski clarified that approval of the HSA does not automatically qualify a home for landmarking.

Klemme stated that the HSA allows the homeowner to dig into the property and learn more about it and determine what would need to be done by a future alteration certificate.

Andy Johnson, DAJ Design, discussed the state of the property and possible intent of the homeowner. Andy discussed possible changes that occurred to the property over time and what may be discovered during the HSA process.

Klemme stated that, in looking at the photos, it appears that the historic roofline is still intact behind the front addition.

Parris stated that it looks like there was historically a side entrance to the house.

Parris stated that she thinks this is an interesting request but one with no downsides to the HSA. Even if it cannot ultimately be landmarked in its current form, the structural assessment allows us to gather additional information about it.

Haley agreed and stated that she has no issues moving forward with approval of the HSA.

Dunlap stated that we may have additional discussion if this comes back to us with a landmark request since it is a unique case but the HSA is a great first step.

Haley noted that the context on this street has been lost in many cases and anything we can do to preserve the remaining context would be a good thing.

Keller agreed and stated that he has a particular affinity for houses on this street.

Klemme made a motion to approve the probable cause finding for 541 Jefferson Avenue. Parris seconded the motion. Motion approved unanimously by voice vote.

ITEMS FROM STAFF.

Alteration Certificate & Demolition Updates

There were no alteration certificate updates. A subcommittee referred a demolition review for 1201 Lincoln to the June HPC meeting.

Upcoming Schedule

May (Historic Preservation Month)

18th – Historic Preservation Commission, Virtual, 6:30 pm

June

15th – Historic Preservation Commission, Virtual or Council Chambers, 6:30 pm

July

19th – Historic Preservation Commission, Virtual or Council Chambers, 6:30 pm

August

16th – Historic Preservation Commission, Virtual or Council Chambers, 6:30 pm

Selvoski asked the Commission to consider adding an additional meeting on June 8th.

UPDATES FROM COMMISSION

Parris updated the Commission on the outreach plans and requested feedback from the Commission on those plans. Thoughts included a virtual landmarking ceremony, possibly building a presence on social media, signage designating landmarks.

Hayley stated that we do want to reprint coasters this year.

Klemme stated that she thought it would be great to identify all landmarks with a yard sign not just the most recent landmarks.

DISCUSSION ITEMS FOR NEXT MEETINGS

Adjourn:

Klemme moved to adjourn. Dunlap seconded. The meeting was adjourned at 8:44 PM.

City Council

908 Rex St.

Resolution #39-2020
(Landmark)

A request to landmark 908
Rex Street.



- **Age:** Constructed in 1924.
- **Architectural Significance:** This house is associated with the historic development of Louisville. The structure at 908 Rex Street is an early 20th century wood frame residential structure. It has a rectangular footprint and features a front gable roof. There is a porch attached to the front façade with a front gable roof. The door placement appears to be original.
- **Physical Integrity:** The structure at 908 Rex Street adds character and value to Old Town Louisville. The structure is located in its original location, retains its overall form and appearance from the street, and exhibits a high level of physical integrity.

908 Rex Street: Landmark Request



North Elevation, Current



North Elevation, Proposed

908 Rex Street: Alteration Certificate



East Elevation, Current



East Elevation, Proposed

908 Rex Street: Alteration Certificate



Landmarking

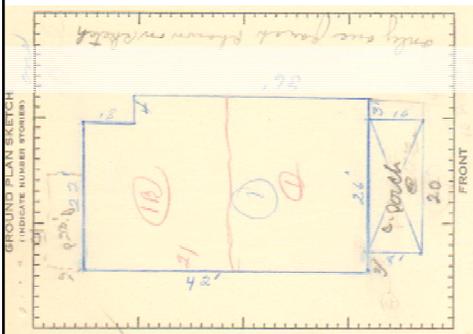
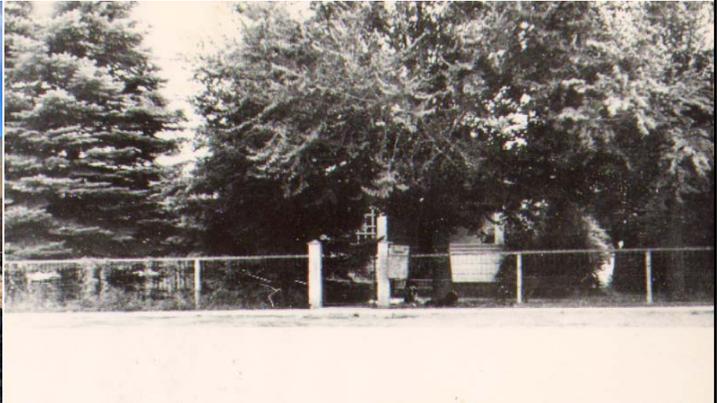
- Staff recommends approval: \$5,000
- Mancini House – Res. 39, Series 2020

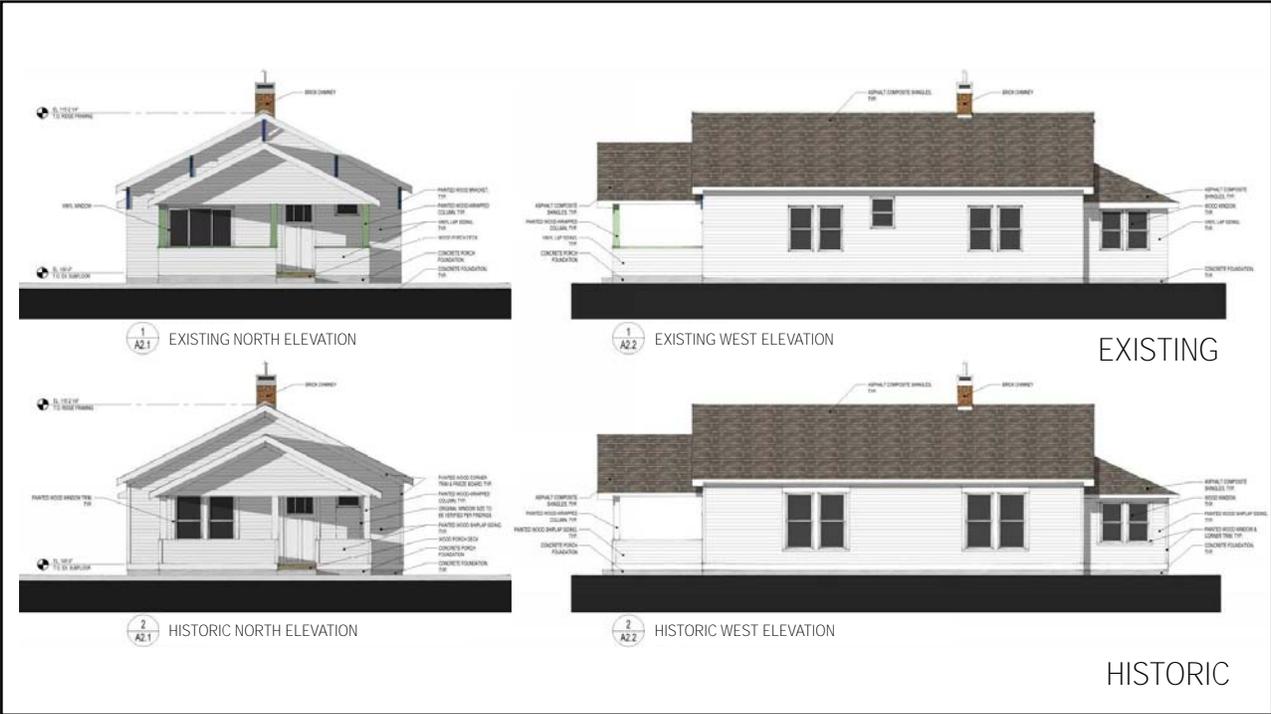
908 Rex Street: Staff Recommendations



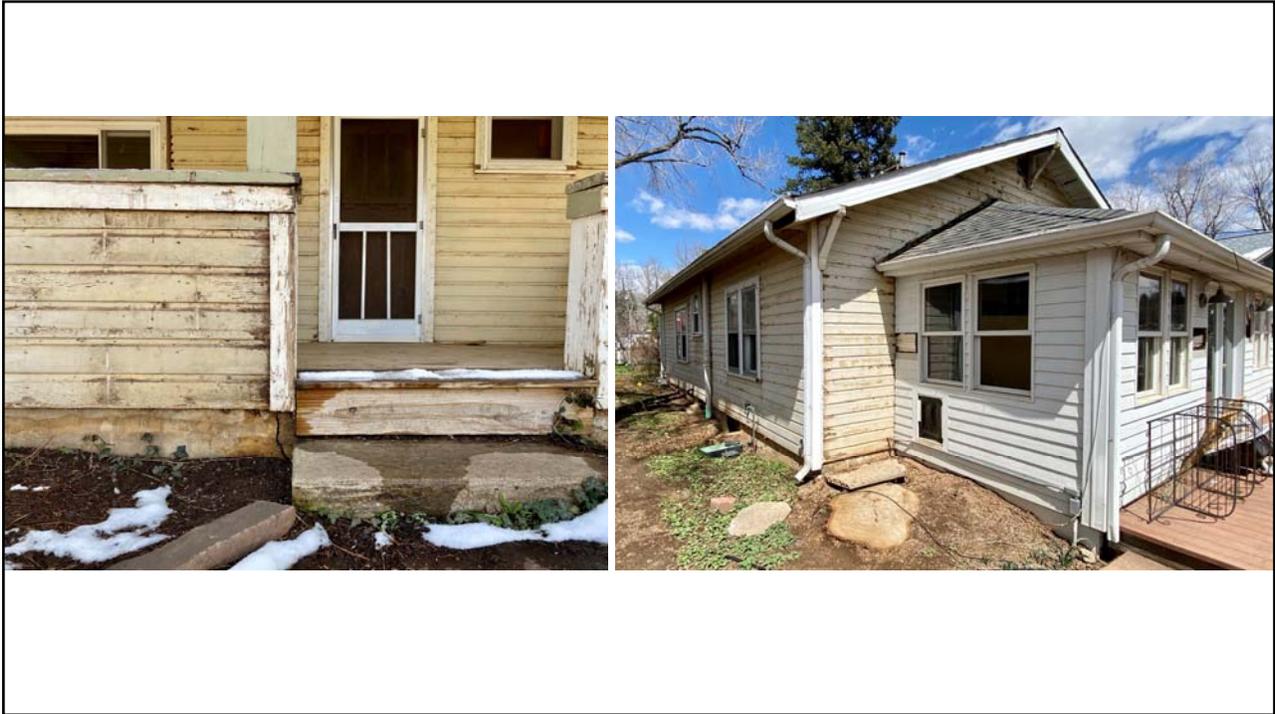
908 REX AVE
LANDMARK REQUEST













**SUBJECT: 833 JEFFERSON AVENUE LANDMARK AND HISTORIC
PRESERVATION GRANT**

- i. **RESOLUTION NO. 40, SERIES 2020 – A RESOLUTION
DESIGNATING THE LA SALLE HOUSE LOCATED AT 833
JEFFERSON AVENUE A HISTORIC LANDMARK**
- ii. **RESOLUTION NO. 41, SERIES 2020 – A RESOLUTION
APPROVING A PRESERVATION AND RESTORATION
GRANT FOR WORK ON THE LA SALLE HOUSE LOCATED
AT 833 JEFFERSON AVENUE**

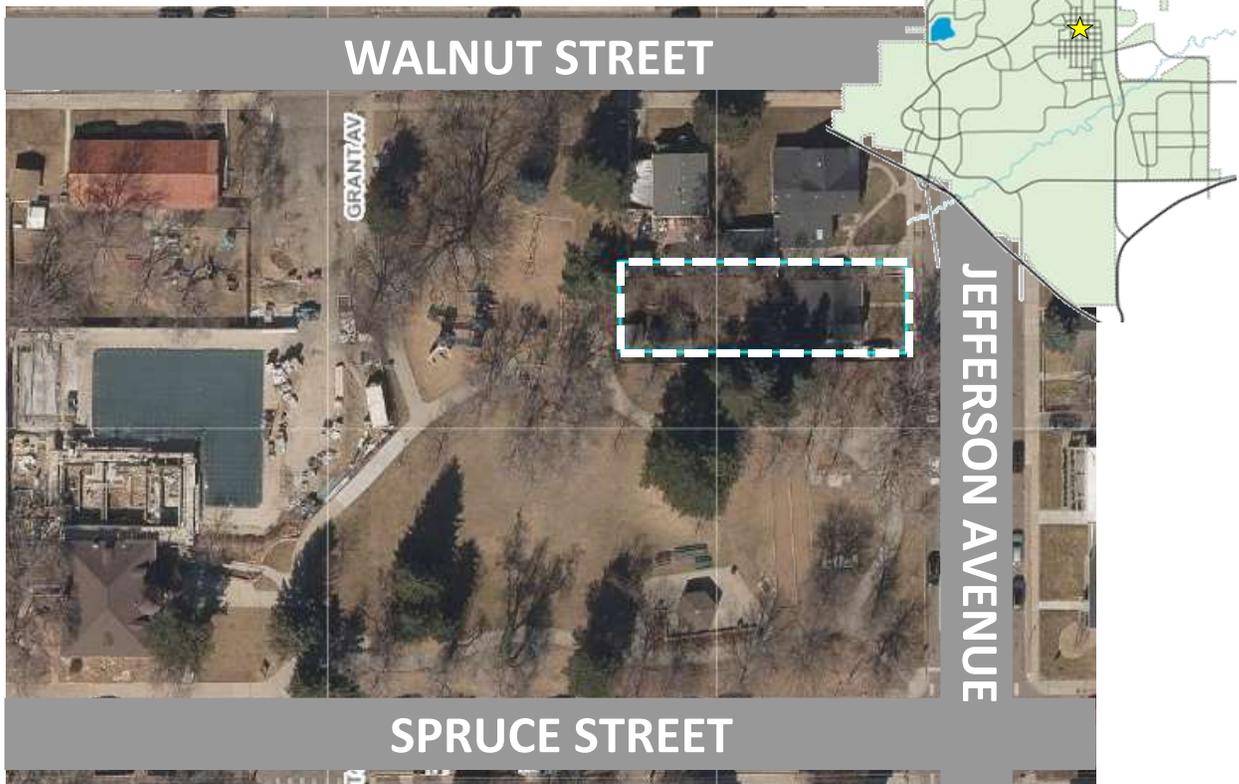
DATE: JUNE 2, 2020

**PRESENTED BY: FELICITY SELVOSKI, PLANNER/HISTORIC PRESERVATION
PLANNING & BUILDING SAFETY DEPARTMENT**

SUMMARY:

The applicant is requesting approval of landmark designation for the property 833 Jefferson Avenue (Lots 7-8, Block 10, Jefferson Place) including the \$5,000 landmark incentive grant, a Preservation and Restoration Grant in the amount of \$17,433.50, and a New Construction Grant of \$15,000.

LOCATION:



BACKGROUND:

Information from Jefferson Place Survey

This house is associated with the historic development of Louisville as one of the early homes in Louisville's first residential subdivision, Jefferson Place. Although Jefferson Place was platted in 1880, few homes were actually built here before 1900. The property at 833 Jefferson was historically located directly beside the Louisville grade school for many decades, from when it was constructed until the school was demolished in the early 1960s.

The lot where 833 Jefferson is located was originally owned by Jane Carlton who also owned the lot at 841 Jefferson. She sold the property to her son-in-law, Fred Marriott, in 1895 and records suggest that the home was constructed that year. Marriott sold the property to Harry Hamilton in 1904 and various members of that family owned the property until 1931. Pearl Conley purchased the house in 1931 and used the house as a rental. In 1937 she sold it to the La Salle family who owned it for 54 years. They were coal miners who later ran the LaSalle Pool Hall and the Wagon Wheel Inn.



833 Jefferson Avenue (1948 Assessor's Photo)



833 Jefferson Avenue, southeast view – Current Photo



833 Jefferson Avenue, northeast view – Current Photo

ARCHITECTURAL INTEGRITY:

833 Jefferson is a one-story, wood framed house, L-shaped in plan, with its primary façade facing east to Jefferson Avenue. The foundation is concrete. The exterior is clad with horizontal composition siding painted yellow. The roof is a cross gable covered with

red-brown asphalt shingles. Eaves are boxed. There is a parged brick chimney exposed on the center of the south wall. The front entrance faces north to a recessed porch at the north half of the front façade. The porch roof is supported on two turned wood posts. The porch has wood board flooring and two painted concrete steps leading to the concrete sidewalk. The entrance door is non-historic with a 6-light glass panel and a white aluminum security door. There is a large non-historic “picture window” at the south end of the east façade. A pair of single-hung wood sash windows facing the front porch could be historic.

There is a shed/garage at the west end of the lot constructed of painted concrete masonry with a gable roof covered with red/brown asphalt shingles.

The house was built circa 1895. Since 1950, the wood shingle roofing has been replaced with asphalt shingles, the original wood siding has been replaced with composition siding, some windows have been replaced and an enlarged “picture” window added on the south end of the front façade. The dates of these modifications are unknown.

HISTORICAL SIGNIFICANCE ANALYSIS AND CRITERIA FOR LISTING AS LOCAL LANDMARK:

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 833 Jefferson Avenue was constructed circa 1895 and meets this criteria.
<i>1. a. Architectural. 1) Exemplifies specific elements of an architectural style or period. 2) <i>Example of the work of an architect or builder who is recognized for expertise nationally, statewide, regionally, or locally.</i> 3) <i>Demonstrates superior craftsmanship or high artistic value.</i></i>	Yes	This house is associated with the historic development of Louisville. The structure at 833 Jefferson Avenue is a late 19 th century wood frame residential structure. It has L-shaped floorplan with a cross gable roof. There is a porch attached to the front façade as well. The

SUBJECT: 833 JEFFERSON LANDMARK AND PRESERVATION GRANT

DATE: JUNE 2, 2020

PAGE 5 OF 12

<ul style="list-style-type: none"> 4) <i>Represents an innovation in construction, materials or design.</i> 5) <i>Style particularly associated with the Louisville area.</i> 6) <i>Represents a built environment of a group of people in an era of history that is culturally significant to Louisville.</i> 7) <i>Pattern or grouping of elements representing at least one of the above criteria.</i> 8) <i>Significant historic remodel.</i> 		<p>door placement appears to be original.</p>
<p>1. b. <i>Social.</i></p> <ul style="list-style-type: none"> 1) <i>Site of historic event that had an effect upon society.</i> 2) <i>Exemplifies cultural, political, economic or social heritage of the community.</i> 3) Association with a notable person or the work of a notable person. 	<p>Yes</p>	<p>The home is associated with the Carlton/Marriott family and was responsible for the construction of the house circa 1895. It is also associated with the LaSalle family who owned the house for 52 years. They were coal miners who later ran the locally well-known LaSalle Pool Hall and the Wagon Wheel Inn.</p>
<p>1. c. <i>Geographic/environmental.</i></p> <ul style="list-style-type: none"> 1) <i>Enhances sense of identity of the community.</i> 2) <i>An established and familiar natural setting or visual feature that is culturally significant to the history of Louisville.</i> 	<p>N/A</p>	
<p>3. <i>All properties will be evaluated for physical integrity and shall meet one or more of the following criteria:</i></p> <ul style="list-style-type: none"> a. Shows character, interest or value as part of the development, heritage or cultural characteristics of the community, region, state, or nation. b. <i>Retains original design features, materials and/or character.</i> c. Remains in its original location, has the same historic context after having been moved, or was moved more than 50 years ago. 	<p>Yes</p>	<p>The property has integrity of location and design. Integrity of association with the previous owners is lost, but association with Jefferson Place subdivision is still intact.</p> <p>The structure retains its overall form and appearance from the street and exhibits a moderate level of physical integrity. The picture windows on the southeast corner of the house are not original.</p>

d. <i>Has been accurately reconstructed or restored based on historic documentation.</i>		
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GRANT REQUEST:

The applicant is requesting approval of a Preservation and Restoration Grant for rehabilitation and restoration work on the structure 833 Jefferson Avenue. The total grant request for preservation work is \$17,433. This grant would be in addition to the \$5,000 incentive grant for landmarking the structure and the \$900 grant for the Historic Structure Assessment previously approved for the property. In addition, the applicant is requesting a \$15,000 new construction grant. The total amount of new grant money sought by the applicant is \$37,433.50.

A Historic Structure Assessment was previously done for the property in 2015 and paid for by the Historic Preservation Fund. The assessment (attached) makes several recommendations including: foundation repairs where necessary; reinforced floor system; remove and repair siding; and site regrading. The proposed total cost for all of the work on the historic structure is \$34,867.

Work proposed with total cost:

- Siding: \$7,298
 - *Remove existing vinyl composite siding*
 - *Replace with period appropriate siding*
- Windows: \$4,099
 - *Replace existing windows (not historic) with period appropriate windows*
- Foundation/crawlspace: \$10,930
 - *Evaluate and repair as necessary*
 - *Replace failing foundation wall*
- Floor structure: \$4,040
 - *Repair/replace existing joists and support beam*
- Electrical wiring: \$4,500
 - *Remove existing knob and tube wiring (code required)*
- Site Grading: \$4,000

COST ESTIMATE OF PROPOSED WORK: \$34,867

MATCHING GRANT REQUESTED: \$17,433 (matching grant maximum \$40,000)

Preservation Grant:

Under Resolution No. 17, Series 2019, a residential landmark receives a \$5,000 unmatched incentive grant as a landmark bonus. An applicant may request an additional matching grant up to \$40,000 for preservation, restoration, and/or

rehabilitation. The following is a summary of how the applicant's scope of work falls under each eligible grant category:

Preservation is the act of process of maintenance and repair of existing historic materials and retention of a property's form as it has evolved over time.

Rehabilitation is the act or process of making possible a compatible use for the property through repair, alternation and addition which preserving the portions or feature which convey its historical, cultural or architectural values.

- Foundation/crawlspace
- Floor structure
- Site grading
- Electrical upgrade

Restoration is the act of process of depicting a property at a particular period of time while removing evidence of other periods.

- Window replacement
- Siding replacement

The applicant is requesting a matching grant amount of \$17,433 be considered under Resolution No. 17, Series 2019. The Resolution allows for matching 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."

New Construction Grant:

In addition, the applicant is also requesting a \$15,000 new construction grant under Resolution No. 17, Series 2019. "Owners of landmarked property on which additions to existing residential structures are proposed are eligible for matching grants of up to \$15,000 for new residential construction that, beyond mandatory requirements, substantially limits mass, scale, and number of stories, preserves setbacks, and protects the historic integrity of the property and its environment by differentiating new work from the old. Qualifying new construction must maintain the existing height of the historic structure over the first 1/3 of the overall structure and have a floor area ratio (FAR) 10% below what is allowed by zoning."

Staff finds that the proposed design does limit the mass and scale of the proposed addition, does not include a second story, and preserves the existing front and side setbacks. The applicant has agreed to modify the orientation of the siding on the new addition in order to clearly distinguish it from the historic portion of the structure. The proposed new construction proposes no changes to the height of the structure. The maximum floor area ratio (FAR) for this property is 0.55 following landmarking or 2,577 SF. Ten percent below that would be an FAR of 0.495 or 2,320 SF. The FAR for the property following the addition proposed by the applicants is 1,340 SF. Based on that,

staff recommends approval of the new construction grant in the amount of \$15,000 contingent on a change in siding material on the new addition in order to differentiate the new work from the old.

HISTORIC PRESERVATION COMMISSION ACTION:

Landmark:

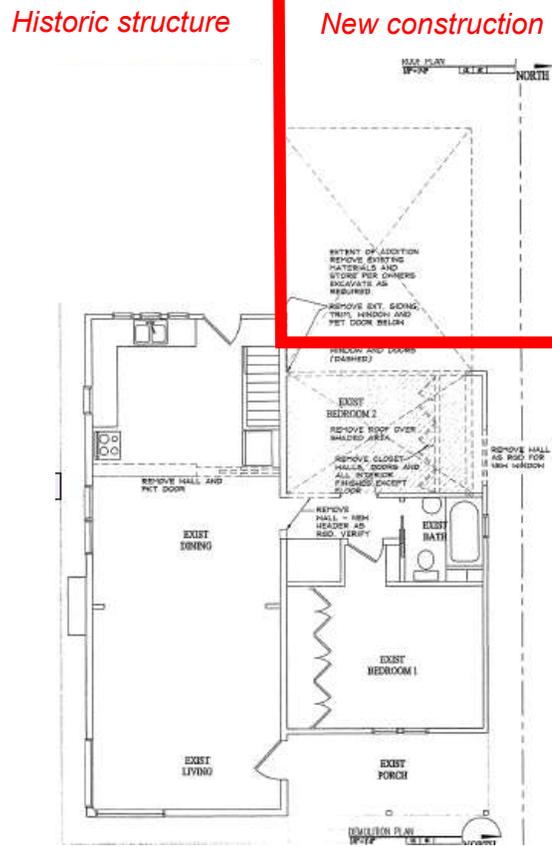
The Historic Preservation Commission (HPC) held a public hearing on the application on May 18, 2020. The HPC voted 5-0 to recommend approval of the landmark application to City Council including the \$5,000 landmark incentive grant. The HPC determined the structure had maintained significant architectural and physical integrity.

Grant:

The HPC reviewed the grant request at their meeting on May 18, 2020. The Commission found that the scope of the proposed work met the requirements for matching grant funds. The HPC voted 5-0 to recommend approval of a Preservation and Restoration Grant in the amount of \$17,433.50 and a New Construction Grant of \$15,000.

Alteration Certificate:

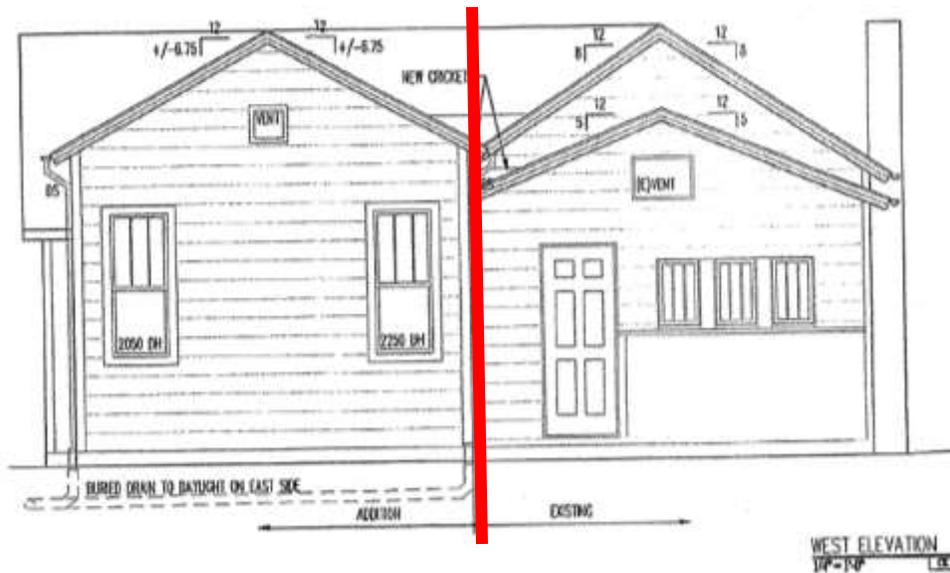
In addition, the applicant requested an alteration certificate to allow for restoration work that will return the house to a more historically accurate form, including window and siding replacement. At the May 18, 2020 meeting, the HPC voted 5-0 to approve the alterations to the structure.



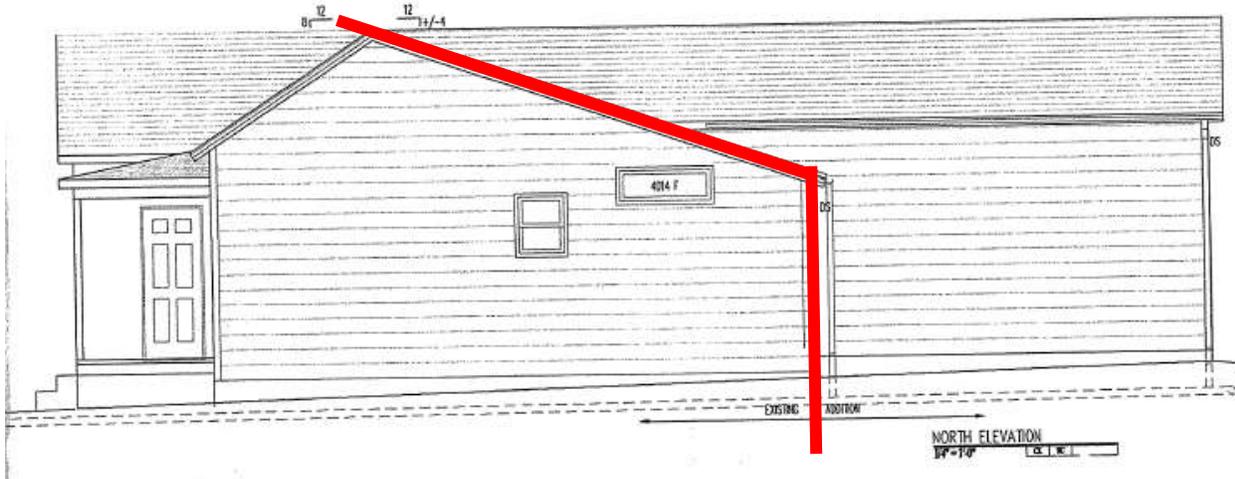
833 Jefferson Avenue – Site Plan



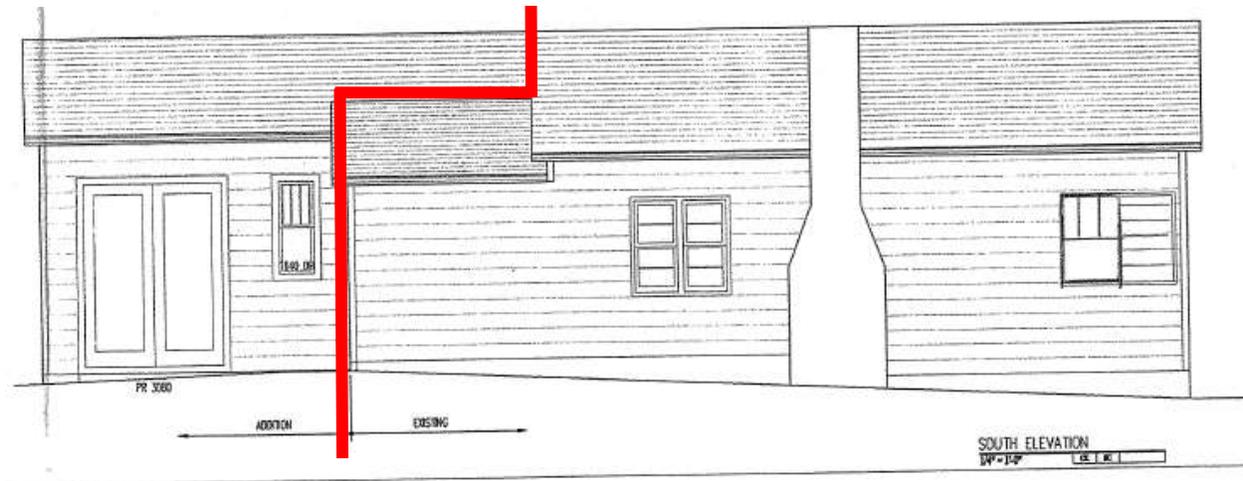
833 Jefferson Avenue – East Elevation, proposed



833 Jefferson Avenue – West Elevation, proposed



833 Jefferson Avenue – North Elevation, proposed



833 Jefferson Avenue – South Elevation, proposed

FISCAL IMPACT:

Approval of this landmark and grant request allows for a total grant of up to \$37,433.50 from the Historic Preservation Fund: a \$5,000 landmark incentive grant (unmatched), a \$17,433 matching grant, and a \$15,000 new construction grant.

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:

Landmarking

The structure at 833 Jefferson Avenue has maintained its traditional form since at least 1948, giving it architectural significance and physical integrity. Therefore, staff recommends that the structure be landmarked and receive the \$5,000 landmark incentive grant by approving Resolution No. 40, Series 2020.

Grant

The grant request includes funds for rehabilitating the existing structure as well as a sensitive addition. The proposed changes will facilitate the continued use and preservation of the historic structure. Therefore, staff recommends approval of the grant request of \$32,433.50 by approving Resolution No. 41, Series 2020.

ATTACHMENTS:

1. Resolution No. 40, Series 2020
2. Resolution No. 41, Series 2020
3. Landmark Application
4. Historic Structure Assessment
5. Historic Survey
6. Alteration Certificate Drawings
7. Historic Preservation Commission Resolution No. 06
8. Historic Preservation Commission Resolution No. 07
9. Historic Preservation Commission Resolution No. 08
10. Presentation

STRATEGIC PLAN IMPACT:

<input type="checkbox"/>	 Financial Stewardship & Asset Management	<input type="checkbox"/>	 Reliable Core Services
<input type="checkbox"/>	 Vibrant Economic Climate	<input checked="" type="checkbox"/>	 Quality Programs & Amenities
<input checked="" type="checkbox"/>	 Engaged Community	<input type="checkbox"/>	 Healthy Workforce
<input type="checkbox"/>	 Supportive Technology	<input type="checkbox"/>	 Collaborative Regional Partner

**RESOLUTION NO. 40
SERIES 2020**

**A RESOLUTION DESIGNATING THE LA SALLE HOUSE LOCATED AT 833
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 structure to be located on 833 Jefferson Avenue, on property legally described as the north 17 feet of lot 7 and all of lot 8, and the vacated alley adjacent to the west, Block 10, Jefferson Place, Town of Louisville, 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 Marriott House has architectural significance because it is a vernacular structure that is representative of the built environment in late 19th century Louisville; and

WHEREAS, 833 Jefferson Avenue (La Salle House) has social significance because it exemplifies the cultural, political, economic or social heritage of the community considering its association with noteworthy Louisville families; 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 La Salle 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.

2. The City Clerk shall provide written notification of such designation to the property owners and cause a copy of this resolution to be recorded with the Boulder County Clerk and Recorder.

PASSED AND ADOPTED this 2nd day of June, 2020.

Ashley Stolzmann, Mayor

ATTEST:

Meredyth Muth, City Clerk

**RESOLUTION NO. 41
SERIES 2020**

**A RESOLUTION APPROVING A PRESERVATION AND RESTORATION GRANT FOR
THE LA SALLE HOUSE LOCATED AT 833 JEFFERSON AVENUE**

WHEREAS, there has been submitted to the Louisville Historic Preservation Commission (HPC) an application requesting a preservation and restoration grant for the Watellet House, a historic residential structure located at 833 Jefferson Avenue, on property legally described the north 17 feet of lot 7 and all of lot 8, and the vacated alley adjacent to the west, Block 10, Jefferson Place, Town of Louisville, 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 Preservation and Restoration 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 La Salle 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 and New Construction Grant Application for work at the La Salle House located 833 Jefferson Avenue, subject to the following:

1. Approved preservation items are those in the proposed scope of work presented to City Council totaling \$34,867.
2. There is approved a total grant amount of \$32,433.50.

PASSED AND ADOPTED this 2nd day of June, 2020.

Ashley Stolzmann, Mayor

ATTEST:

Meredyth Muth, City Clerk



Historic Preservation Fund
Grant and Loan Application and Information

(Revised June 2019)

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 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 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

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 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.

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

- | | |
|---|--|
| <input type="checkbox"/> Probable Cause Hearing/Historic Structure Assessment | <input type="checkbox"/> Historic Preservation Fund Loan |
| <input checked="" type="checkbox"/> Landmark Designation | <input type="checkbox"/> Landmark Alteration Certificate |
| <input checked="" type="checkbox"/> Historic Preservation Fund Grant | <input type="checkbox"/> Demolition Review |
| | <input type="checkbox"/> Other: _____ |

1. OWNER/APPLICANT INFORMATION

Owner or Organization

Name(s): Keith Keller and Karin Medina-Keller
Mailing Address: 833 Jefferson Avenue
Telephone: 303-829-9840
Email: keller1378@gmail.com

Applicant/Contact Person (if different than owner)

Name: _____
Company: _____
Mailing Address: _____
Telephone: _____
Email: _____

2. PROPERTY INFORMATION

Address: 833 Jefferson Avenue
Legal Description: N 17 FT LOT 7 & ALL LOT 8 BLK 10 JEFFERSON PLACE
Parcel Number: 157508413002 Year of construction (if known): 1905
Landmark Name and Resolution (if applicable): _____
Primary Use of Property: Residence

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

Name of Architectural Feature:

Describe feature and its condition:	<p>Describe proposed work on feature:</p> <p>Replace the outdated knob and tube electrical wiring that is still active in the west spare bedroom section of the house. New electrical wiring is required to bring the electrical wiring up to modern building code standards and reduce the risk of fire.</p>
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Name of Architectural Feature:

Describe feature and its condition:	<p>Describe proposed work on feature:</p> <p>Replace failing foundation wall, floor joists, and support beam located beneath spare bedroom on the west side (back-side) of home and replace spare bedroom which was built as an addition to the original structure by a previous owner (date unknown).</p>
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Name of Architectural Feature:

Describe feature and its condition:	<p>Describe proposed work on feature:</p> <p>Replace windows with new energy efficient, historically appropriate, windows. Remove the two large picture windows, which were installed by a previous owner during the 1950's and are historically inaccurate.</p>
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Name of Architectural Feature:

Describe feature and its condition:	<p>Describe proposed work on feature:</p> <p>Replace exterior siding with new, and historically appropriate, siding.</p>
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6. COST ESTIMATE OF PROPOSED WORK

*Please 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.*

Type of Incentive: GRANT LOAN BOTH

Feature	Proposed Work to be Funded	Fund Request	Match (M)	Total
A.	New siding and vapor barrier	\$	\$	\$ 7,298
B.	New windows	\$	\$	\$ 4,099
C.	Replace failing concrete foundation wall	\$	\$	\$ 10,930
D.	Replace damaged floor joists and support beams	\$	\$	\$ 4,040
E.	Replace electrical wiring	\$	\$	\$ 4,500
F.	Grading lot for proper water drainage	\$	\$	\$ 4,000
G.	Install siding and shingles on new bedroom to match main house	\$	\$	\$ 3,500
H.	Insulation, and interior drywalls for new bedroom	\$	\$	\$ 4,500
I.	new bedroom framing and engineered roof trusses	\$	\$	\$ 22,500
J.		\$	\$	\$
K.		\$	\$	\$
	Total Proposed Work	\$	\$	\$ 65,367

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

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

7. ADDITIONAL MATERIALS REQUIRED

The following items must be submitted along with this application:

- One set of photographs for each feature as described in Item 4 "Description of Rehabilitation". Digital is preferred.
- A construction bid if one has been completed for your project (recommended).
- 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, 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.

Signature of Applicant/Owner

Date

Signature of Applicant/Owner

Date

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.

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.

Rapid Visual Screening
Existing Condition Assessment

City: Louisville
Building: 833 Jefferson St.
Single Family home of Keith and Karin Keller
with single detached garage and shed

A - New
B - Good
C - Fair
D - Poor
Date: _____

Item	Building Component	Reviewer	Components (Description)	Observations (Unusual)	Condition				Expected Life Span (Yrs)			Category (Issues)		Recommendations*	Approximate Cost*	
					A	B	C	D	Now	5-10	20-25	Code	Repair / Maint.			Other
A SUBSTRUCTURE																
A1	Foundations/ Basement	Scott Coburn, Architect	unable to observe footings, if any. Basement walls 8"x16" standard grouted CMU, painted. 7' ceiling ht. perimeter of partial full basement. Also partial partition walls 4" CMU. Floor in this area is slab on grade. S.E. and N.E. section of basement is just 18" crawl space with dry stack brick foundation, dirt floor.	Part of the brick foundation on west side has fallen in due to settling, probably from surface water seepage in area. There is occasional water coming into crawl space and basement from this area. Owner also reports minor occasional seepage to basement along south wall. Probably fixed with better exterior drainage.		X						X			"Missing" foundation wall along west perimeter should be replaced, along with rim joist, support beam and 2 floor joists.	\$2,500
A2	Floor Construction		Finish floors are 1x3 oak, on joists. No underlay. 2x8 floor joists @ 24" o.c. supported by steel railroad rail "beams", varying spans of 4' to 8'. Beams supported by 4x4 wood posts, spaing varies. Appears to be friction fit and shimmed with no nails/bolts/plates. (see photo)	1. Unusual and non-code construction but appears to be solid and stable, with no sagging, cracking, damage. WEST perimeter section has missing/rotting/falling of rim joist, support beam, floor joist.			X						X		Replace rim joist, support beam, floor joist. (cost included in foundation work above)	incl.
B SHELL																
B1	Roof Construction		2x6 and 2x4 wood stick-built rafter/beam and truss,original construction. No sagging, cracking or failure visible. Garage/studio and shed have 2x4 rafters nailed together			X						X		xx xx xx		
B2	Roofing		Asphalt-composition lap shingle, 20 year. Unerlayment not visible.	At end of life.						X					Replace roofing, underlayment, flashing. (house, garage/studio, shed)	\$5,000
B3	Exterior Walls		"Modern era" 8" light gauge white vinyl lap siding , with vinyl corner/window/soffit trim. Garage/studio has 'stone pattern' tar paper. Shed has plywood & wafer board.	Not historic, nor attractive		X						X		X	Recommend replacing with painted 3"-4" wood ship-lap siding	\$6,000
	1st Floor		none													
	2nd floor		none													
B4	Exterior Windows		one small awning window, original,			X					X					
	Basement		Original wood double hungs, painted. Single pane glass. Some storm windows attached on exterior. Three fixed tri-pane at back	Front of house, S.E. corner appears to have 1950s picture window added which is not traditional, nor attractive with the style of house.		X						X		X	Replace front picture window with new façade centered double double-hung, wood painted.	\$2,500
	1st Floor		none													
	2nd floor		Vinyl at corners, window/door edges, soffit. Wood (painted) at fascia, porch columns, porch rail, porch belly board. Vinyl gutters and downspouts. Outbuildings have painted wood trim, poor condition.			X					X				Replace vinyl trim with wood. (cost included in siding estimate)	
	Trim															
B5	Exterior Doors		(2) painted wood, not original.	Consider replacing for better historic look		X					X					
	1st Floor		1x wood painted, 5-pc., original/historic			X					X					
	Trim															
B6	Roof Openings															

**Rapid Visual Screening
Existing Condition Assessment**

City: Louisville
 Building: 833 Jefferson St.
 Single Family home of Keith and Karin Keller
 with single detached garage and shed

A - New
 B - Good
 C - Fair
 D - Poor
 Date: _____

Item	Building Component	Reviewer	Components (Description)	Observations (Unusual)	Condition				Expected Life Span (Yrs)			Category (Issues)			Recommendations*	Approximate Cost*
					A	B	C	D	Now	5-10	20-25	Code	Repair / Maint.	Other		
	(Skylights, Chimneys & Access Hatches)	Scott Coburn, Architect														
			none: old painted brick chimney penetrates soffit			X					X					
B7	Porches		Components (Description) Covered front porch, approx. 6x10 rect. Porch has unpainted wood floor boards on wood frame joists.	Observations (Unusual) Porch boards, rim trim, and joists are partially rotted/sagging/falling and need replacing.				X			X		X	X	Level and replace floor boards and framed floor structure below.	\$1,800
B8	Exterior Trim/Ornamentation		Components (Description) Two wood round tooled columns, painted, at front porch, support roof porch beam. Some standard wood trim around doors/windows with vinyl applied edges.	Observations (Unusual) none		X					X				replace vinyl trim with painted wood	incl. in siding est.
C Site																
C1	Site Drainage		Components (Description) Vinyl-modern gutters and downspouts. Site drains from north to south and west to east. Lot is 37.5x145'=5438sf	Observations (Unusual) Site drains poorly, and into basement, at NW corner area. Also in side south yard. Sections of gutter overflowing to grade/foundation		X									Repair or create new sub-surface area drain in yard @ NW corner of house. Replace all gutters and downspouts for better drainage and historic appearance.	\$3,500

D1 Professional Fees Architect, engineer, general contractor

1000

*Notes:

- Estimated costs assume no lead or asbestos present.

- Lead testing is noted for every area that includes a potential source of lead paint. A series of 3 tests, one for each of the sources of old paint (windows, doors, siding), would likely provide all the testing needed for the entire project.

SEWER line is partially "orangeberg" and should be replaced as it puts house at structural risk if back-up flooding

2000

CHAIN LINK fence at north front should be removed

500

ELECTRICAL: Old unsafe wiring in hall area should be replaced wire romex to code

200

Architecture/consulting for above items

1000

PRIORITY LIST: Roof, sewer line, exterior siding/trim, gutters, porch, front window, fence, electrical

Total estimate 26000

Resource Number: 5BL 11305
Temporary Resource Number: 157508413002

OAHP1403
Rev. 9/98

COLORADO CULTURAL RESOURCE SURVEY

Architectural Inventory Form

Official eligibility determination (OAHP use only)

Date _____ Initials _____
 Determined Eligible- NR
 Determined Not Eligible- NR
 Determined Eligible- SR
 Determined Not Eligible- SR
 Need Data
 Contributes to eligible NR District
 Noncontributing to eligible NR District

I. IDENTIFICATION

1. Resource number: 5BL 11305
2. Temporary resource number: 157508413002
3. County: Boulder
4. City: Louisville
5. Historic building name:
Mariott/Hamilton/Souply/LaSalle House
6. Current building name: Sholders House
7. Building address: 833 Jefferson Avenue, Louisville, CO 80027. Alternate addresses: 318, 335, and 835 Jefferson. Louisville addresses were changed in the 1930s.
8. Owner name and address: Melissa Sholders, 300 Spruce St. Louisville, CO 80027-1942.



II. GEOGRAPHIC INFORMATION

9. P.M. 6 Township 1S Range 69W
SW ¼ of NE ¼ of NW ¼ of SE ¼ of section 8
10. UTM reference NAD 83
Zone 13; 488485 mE 4425360 mN
11. USGS quad name: Louisville, Colorado
Year: 1965 revised 1994 Map scale: 7.5' X 15' Attach photo copy of appropriate map section.
12. Lot(s): 7, 8 Block: 10
Addition: Jefferson Place Year of Addition: 1880
13. Boundary Description and Justification: The surveyed area is bounded by Jefferson Avenue on the east, an alley on the west, and property lines on the north and south.

III. Architectural Description

14. Building plan (footprint, shape): L-shaped plan
15. Dimensions in feet: Length 36 x Width 28
16. Number of stories: One
17. Primary external wall material(s): Plywood/particle board
18. Roof configuration: Cross gable
19. Primary external roof material: Asphalt composition roof

20. Special features: Porch, chimney, fence
21. General architectural description: 833 Jefferson is a one-story, wood framed house, L-shaped in plan, with its primary façade facing east to Jefferson Avenue. The foundation is concrete. The exterior is clad with horizontal composition siding painted yellow. The roof is a cross gable covered with red-brown asphalt shingles. Eaves are boxed. There is a parged brick chimney exposed on the center of the south wall. The front entrance faces north to a recessed porch at the north half of the front façade. The porch roof is supported on two turned wood posts. The porch has wood board flooring and two painted concrete steps leading to the concrete sidewalk. The entrance door is non-historic with a 6-light glass panel and a white aluminum security door. There is a large non-historic "picture window" at the south end of the east façade. A pair of single-hung wood sash windows facing the front porch could be historic. Dense vegetation conceals the north elevation from view. Privacy fencing conceals the west and south elevations from view.
22. Architectural style/building type: Gabled ell
23. Landscaping or special setting features: Jefferson Place Subdivision is a historic residential neighborhood adjacent to downtown Louisville. The subdivision is laid out on a standard urban grid of narrow, deep lots with rear alleys. Houses are built to a fairly consistent setback line along the streets with small front lawns, deep rear yards and mature landscaping. Small, carefully maintained single-family residences predominate. Most of the houses are wood framed, one or one and one-half stories in height, featuring white or light-colored horizontal wood or steel siding, gabled or hipped asphalt shingled roofs and front porches. While many of the houses have been modified over the years, most of the historic character-defining features have been preserved. 833 Jefferson Avenue is consistent with these patterns and blends well with the scale and character of the neighborhood. The house faces east to Jefferson Avenue. Memorial Park is to the south, separated from this property by a cedar privacy fence. The front yard is grassy and open to the street, with some planted shrubs and a concrete walk to the front porch. There are brick pavers between the City sidewalk and the curb along Jefferson. To the north and south are narrow grassy side yards. The west end of the property abuts a public alley that dead-ends at Memorial Park. 833 Jefferson has a garage opening onto that alley. The entire back yard is enclosed with a cedar privacy fence and was not observed.
24. Associated buildings, features, or objects: There is a shed/garage at the west end of the lot constructed of painted concrete masonry with a gable roof covered with red/brown asphalt shingles.

IV. ARCHITECTURAL HISTORY

25. Date of Construction: Estimate: 1895 Actual: _____
Source of information: Boulder County deed of trust
26. Architect: Unknown
Source of information: NA
27. Builder/Contractor: Unknown
Source of information: NA
28. Original owner: Fred Marriott
Source of information: Boulder County property records
29. Construction history (include description and dates of major additions, alterations, or demolitions):
The house was probably built in 1895. Since 1950, the wood shingle roofing has been replaced with asphalt shingles, the original wood siding has been replaced with composition siding, some windows have been replaced and an enlarged "picture" window added on the south end of the front façade. The dates of these modifications are unknown.
30. Original location Moved Date of move(s):

V. HISTORICAL ASSOCIATIONS

31. Original use(s): Domestic, Single Dwelling

Resource Number: 5BL 11305
Temporary Resource Number: 157508413002

- 32. Intermediate use(s): N/A
- 33. Current use(s): Domestic, Single Dwelling
- 34. Site type(s): Urban residence
- 35. Historical background:

This building is part of Jefferson Place, the first residential subdivision in Louisville.

The property at 833 Jefferson was associated with several people who were key to Louisville's development, and a number of its owners had connections with other properties in Jefferson Place. Historically, it was located directly beside the Louisville grade school for many decades, from when it was constructed until the school was demolished in the early 1960s.

833 Jefferson has a connected history with that of 841 Jefferson (5BL11307), the next parcel to the north. Jane Carlton was a common owner of both properties in the 1890s. She owned the property next door at 841 Jefferson by 1893 and the property at 833 Jefferson by 1895, when she conveyed it to her son-in-law, Fred Marriott. She may have acquired the property at 833 Jefferson at the same time that she acquired 841 Jefferson in 1893, but this is not completely clear from the online property records and the legal descriptions of the properties. Jane Carlton appears to have acquired this property from R.S. Vanolinda, who acquired it from Jefferson Place developer Charles Welch.

Jane Trimble Carlton (1849-1942) was the daughter-in-law of Thomas Carlton, who was the major force behind the founding of the Methodist Church nearby at 741 Jefferson (5BL924). She was born in Carlisle, Cumberland, England and married David Carlton in 1868. He died in 1892. More information about the Carlton family is available in the architectural inventory forms for 741 Jefferson and 841 Jefferson.

Fred Marriott (1871-1965) and Jane "Jennie" Carlton (1870-1960), the daughter of Jane and David Carlton, married in 1893. Records indicate that Fred Marriott acquired 833 Jefferson from his mother-in-law in 1895 and that he owned it until 1904. He was a miner who lived in Louisville as early as 1892, and possibly earlier. Their children were Vernie, Emily, Joseph, Enid, Frederick, and Raymond. Unfortunately, they cannot be located in the 1900 census and it is not known whether this family resided in the house in 1900.

The County gives 1905 as an estimated date of construction for this house, but the house is believed to have been constructed earlier. Boulder County has sometimes been found to be in error with respect to the dates of construction of historic buildings in Louisville. Fred Marriott granted a deed of trust to McAllister Lumber with this property as security for the mortgage in 1895, which could be evidence of the construction of a building on the property. Also, the Marriotts did not own any other property in Boulder County to use as their residence during their period of ownership. Finally, as explained below, owner Harry Hamilton and his family resided in this location in 1904, according to the Louisville residential directory for that year.

The house at 833 Jefferson appears in the correct location on the 1909 Drumm's Wall Map of Louisville and on the Methodist Church Map of Louisville that was made in circa 1923-25.

In 1904, Harry Hamilton acquired 833 Jefferson from Fred Marriott. Harry Hamilton was the son of longtime Louisville teacher Virginia Hamilton, who resided in Jefferson Place at 925 Jefferson (5BL923). He and his wife, Lena Jones, had two children, Donald and Asenath. (Lena Jones Hamilton was the sister of George Jones who lived at 720 Jefferson, 5BL11296, in Jefferson Place.) The 1904 directory states that they live on Jefferson between Spruce and Walnut, which is an accurate description of this property. The 1910 census records list the Harry and Lena Hamilton family as living in a location that could be 833 Jefferson. Louisville directories show this family to be living at 833 Jefferson.

Harry Hamilton (1874-1918) worked in both mining and business. In 1904, he was a miner, but by 1906, he had a bowling alley, and the 1906-07 directory shows him to have a confectionery. The 1910 census records state that he had become a mining engineer.

Resource Number: 5BL 11305

Temporary Resource Number: 157508413002

Records indicate that the house at 833 Jefferson was owned by different members of the Hamilton family between 1904 and 1931. Harry Hamilton owned it from 1904 to 1906; Harry's mother, Virginia Hamilton, owned it from 1906 to 1925; and Harry's brother, Frank Hamilton, owned it from 1925 to 1931.

Harry Hamilton died in 1918 of tuberculosis. Lena Hamilton went to work as a clerk in the store of her brother-in-law, Owen Thirlaway. The 1920 census records show that Lena, Donald, and Asenath Hamilton were still living at 833 Jefferson. Lena was 41 and her children were 13 and 11. Directories show that they were still living at this location through the 1920s. Donald died in 1926 of tuberculosis and valvular heart disease.

It is worth noting that Asenath Hamilton was one of the five Chinook Camp Fire Girls who collected books and started Louisville's first public library, the Chinook Library, in 1924 while they were Louisville students. Asenath was about 16 at the time. The library that they started evolved into the Louisville Public Library of today. Asenath Hamilton Edmond died in 1989.

From 1931 to 1935, this house was owned by Pearl Conley (1877-1939). She had been the editor of *The Louisville Times* since 1917, as described in the Spring 2011 issue of *The Louisville Historian*. It is not believed, however, that she lived in the home during her ownership. In 1932, Nestor and Alice Souply are listed as living in this house, and records indicate that they would become the legal owners of the house in 1935.

Nestor Souply was born in Belgium in 1889 and came to the US in 1902 and to Louisville in 1923. He died in 1973. He and his wife, Alice Merciez (1892-1988) had several children, including Florence, Evelyn, Nestor Jr., Lorene, and Betty. He worked as a miner. The Merciez family was also associated with 729 La Farge (5BL7981) and 728 La Farge (5BL919). In addition, Nestor and Alice Souply helped operate Forte's grocery store at 804 Walnut (5BL11308) in Jefferson Place and lived behind that store for a time in 1936. Alice's parents were Jules and Marie Merciez, who had been born in France, and it is believed that in at least 1936, Jules and Marie had their residence at 833 Jefferson. It has also been remembered that Jules Merciez used to live in a small house behind the main house at 833 Jefferson.

In 1937, relatives of Alice Merciez Souply purchased 833 Jefferson. They were Anthony "Boney" and Amelia Merciez La Salle. They and their children (Barbara, Mary Anne [Patete], and Jeffrey) would own it for at least 52 years, until 1989. Looking at the combined ownership by members of the Merciez family, it was owned by the same family for about 54 years. Alice Merciez Souply of 833 Jefferson, Amelia Merciez La Salle of 833 Jefferson, Edith Merciez Chiolino of 729 La Farge, and Alex Merciez of 728 La Farge were all siblings.

Anthony La Salle (1906-1986) was born in Louisville as the son of William and Katherine Scran La Salle. He worked as a miner in Louisville and played a role in the rescue operations at the Monarch Mine in 1936 following the explosion that killed eight local miners. He also was an enterprising businessman. Following the death of his brother, William "Buck" La Salle, Anthony began to rent his brother's pool hall from William's widow. This building later became Colacci's Restaurant and is now the building of the Empire Restaurant at 816 Main Street (5BL8012). According to William's daughters, the La Salle Pool Hall served ice cream, soft drinks, and apples. There were also card tables for playing cards. Some recall that barbut, a dice game, was played in the basement.

Former Louisville resident Harry Mayor has compared the three major pool halls of his childhood in Louisville and has written that "Boney's was the younger, boisterous crowd. It was always involved with the baseball teams and the volunteer hose teams."

Anthony and Amelia La Salle purchased the original Catholic Church one block away at 833 La Farge (5BL7994) in Jefferson Place in 1945 from the St. Louis Catholic Church congregation and resold the property to Mark Baughman for the construction of an Apostolic Church in 1946.

In 1947, Anthony La Salle and his partners moved two buildings from the Monarch Mine camp to become the Wagon Wheel Inn at 1160 South Boulder Road. This building is now Union Jack Liquor. It was a popular bar and restaurant

Resource Number: 5BL 11305
Temporary Resource Number: 157508413002

that attracted University of Colorado students and other out-of-towners as well as local residents. Evidence suggests that La Salle stayed very involved in its operation.

Anthony La Salle died in 1986. Death records for Amelia La Salle could not be located. 833 Jefferson finally passed out of the Merciez and La Salle families in 1989.

Later owners were Randolph Cummings, John Seibert and Elizabeth Salkind, Heather and Jerome McGarey, and Melissa and Chad Sholders. The current owner is Melissa Sholders.

Other addresses found for 833 Jefferson, under Louisville's old address system, were 318 Jefferson and 335 Jefferson. The address was known as 835 Jefferson in 1940, when addresses were in transition.

36. Sources of information:

Boulder County "Real Estate Appraisal Card – Urban Master," on file at the Carnegie Branch Library for Local History in Boulder, Colorado.

Boulder County Clerk & Recorder's Office and Assessor's Office public records, accessed through <http://recorder.bouldercounty.org>.

Directories of Louisville residents and businesses on file at the Louisville Historical Museum.

Census records and other records accessed through www.ancestry.com

Drumm's Wall Map of Louisville, Colorado, 1909.

Methodist Church Parish Map of Louisville, Colorado, circa 1923-25.

Sanborn Insurance Maps for Louisville, Colorado, 1893, 1900, and 1908.

Green Mountain Cemetery Index to Interment Books, 1904-1925, Boulder Genealogical Society, 2006.

Columbia Cemetery (Boulder) records, accessed at Boulder Genealogical Society website, <http://www.rootsweb.ancestry.com/~bgs/>

Louisville, Colorado cemetery records, accessed at <http://files.usgwarchives.org/co/boulder/cemeteries/louisville.txt>

Bacon, Bridget. "Pearl Conley, Louisville Newspaperwoman." *The Louisville Historian*. Louisville Historical Museum and Commission, Louisville, Colorado, Spring 2011.

Cohen, William M. "Blast: The 1936 Monarch Mine Explosion" written for the Louisville Historical Museum, accessed at <http://library.louisvilleco.gov/Portals/1/Museum/monarchminenarrative.pdf> .

Archival materials on file at the Louisville Historical Museum, including a narrative by Harry Mayor dated May 1999.

Interviews conducted by Museum Coordinator Bridget Bacon: Hannah La Salle Harper and Catherine La Salle, July 2007; Lois Chiolino Tesone, June 2009; and Ed Domenico, 2009.

VI. SIGNIFICANCE

37. Local landmark designation: Yes No Date of designation: NA

Designating authority: NA

37A. Applicable Local Landmark Criteria for Historic Landmarks:

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.

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.

C. Geographic/environmental

- (1) Enhances sense of identity of the community.
- (2) An established and familiar natural setting or visual feature that is culturally significant to the history of Louisville.

Does not meet any of the above local criteria.

Local Field Eligibility Assessment: The property is worthy of nomination as a local Louisville Landmark for its association with the Souply family, a Belgian family who worked as miners and operated the Forte's grocery store in Jefferson Place. It is also associated with the LaSalle family who owned the house for 52 years. They were coal miners who later ran the locally well-known LaSalle Pool Hall and the Wagon Wheel Inn.

37B. Applicable State Register of Historic Properties Criteria:

- A. The property is associated with events that have made a significant contribution to history.
- B. The property is connected with persons significant in history.
- C. The property has distinctive characteristics of a type, period, method of construction or artisan.
- D. The property has geographic importance.
- E. The property contains the possibility of important discoveries related to prehistory or history.
- Does not meet any of the above State Register criteria.

State Register Field Eligibility Assessment: Not eligible

38. Applicable National Register Criteria:

- A. Associated with events that have made a significant contribution to the broad pattern of our history;
- B. Associated with the lives of persons significant in our past;
- C. Embodies the distinctive characteristics of a type, period, or method of construction, or represents the work of a master, or that possess high artistic values, or represents a significant and distinguishable entity whose components may lack individual distinction; or

D. Has yielded, or may be likely to yield, information important in history or prehistory.

Qualifies under Criteria Considerations A through G (see Manual)

Does not meet any of the above National Register criteria

39. Area(s) of significance (National Register): NA

40. Period of significance: NA

41. Level of significance: NA National State Local

42. Statement of significance: This house is associated with the historic development of Louisville as one of the early homes in Louisville's first residential subdivision, Jefferson Place. Although Jefferson Place was platted in 1880, few homes were actually built here before 1900. The property is locally significant for its long association with the Souply and LaSalle families, who were coal mining families and locally prominent business owners.

43. Assessment of historic physical integrity related to significance: The property has integrity of location. It lacks integrity of setting due to the loss of the historic school to the south that was demolished in the 1960s and the non-historic house adjacent to the north. Integrity of design is compromised but not entirely lost due to the modified window openings and the prominent "picture window" on the front façade. Integrity of materials is compromised by replacement siding and windows. The dates of these window and siding modifications are unknown, and may fall within the period of significance. The property has integrity of workmanship, feeling and association.

VII. NATIONAL REGISTER ELIGIBILITY ASSESSMENT

44. National Register eligibility field assessment:

Eligible Not Eligible Need Data

45. Is there National Register district potential? Yes No

Historic District Potential: Jefferson Place is eligible as a State Register and local historic district. There is potential for a National Register historic district. The dates of window and siding modifications to this house are unknown, so its contributing status is "Needs Data."

Discuss: This building is being recorded as part of a 2010-2011 intensive-level historical and architectural survey of Jefferson Place, Louisville's first residential subdivision, platted in 1880. The purpose of the survey is to determine if there is potential for National Register, State Register or local historic districts. Jefferson Place is eligible as a State Register historic district under Criterion A, Ethnic Heritage, European, for its association with European immigrants who first lived here and whose descendants continued to live here for over fifty years. The period of significance for the State Register historic district is 1881 – 1980. Jefferson Place is potentially eligible as a National Register historic district under Criterion A, Ethnic Heritage, European. However it needs data to determine dates of some modifications, and to more definitely establish the significant impacts of various European ethnic groups on the local culture of Louisville. The period of significance of a National Register district is 1881 – 1963. Jefferson Place is eligible as a local Louisville historic district under local Criterion B, Social, as it exemplifies the cultural and social heritage of the community.

European immigrant families flocked to Colorado coal mining communities, including Louisville, in the late nineteenth and early twentieth centuries in search of economic opportunities they could not find in their own countries. Louisville's Welch Coal Mine, along with other mines in the area, recruited skilled workers from western Europe. In the early years before 1900, most of the miners who lived in Jefferson Place came from English-speaking countries.

Immigrants from England brought a strong tradition and expertise in coal mining. The English are widely credited with developing the techniques of coal mining that were used locally, and they taught these techniques to other miners. The British mining culture was instilled in the early Colorado coal mines. English immigrants also brought expertise in other necessary skills such as blacksmithing and chain forging.

Resource Number: 5BL 11305
Temporary Resource Number: 157508413002

Later Jefferson Place residents arrived from Italy, France, Austria, Germany, Hungary, Slovakia, and Slovenia, among other places. The Italians eventually became the largest single ethnic group in Jefferson Place and in Louisville as a whole. About one-third of the houses in Jefferson Place were owned and occupied by Italian immigrants. Italian immigrants left their mark on Louisville in the food and beverage industries. To the present day, downtown Louisville is known throughout the Front Range for its tradition of Italian restaurants. The impacts of the heritage and customs of the other European ethnic groups could be significant, but are not well documented and need further investigation.

If there is National Register district potential, is this building: Needs Data Contributing ____
Noncontributing ____

46. If the building is in existing National Register district, is it: Contributing ____ Noncontributing ____
The property is not within an existing National Register district.

VIII. RECORDING INFORMATION

47. Photograph numbers: 5BL11305_833Jefferson_01 through 5BL11305_833Jefferson_04.
Digital images filed at: City of Louisville, Planning Department
48. Report title: Historical and Architectural Survey of Jefferson Place Subdivision, Louisville, Colorado
49. Date(s): 2013
50. Recorder(s): Kathy and Leonard Lingo, Avenue L Architects, and Bridget Bacon, City of Louisville
51. Organization: Avenue L Architects
52. Address: 3457 Ringsby Court Suite 317, Denver, CO 80216
53. Phone number(s): (303) 290-9930

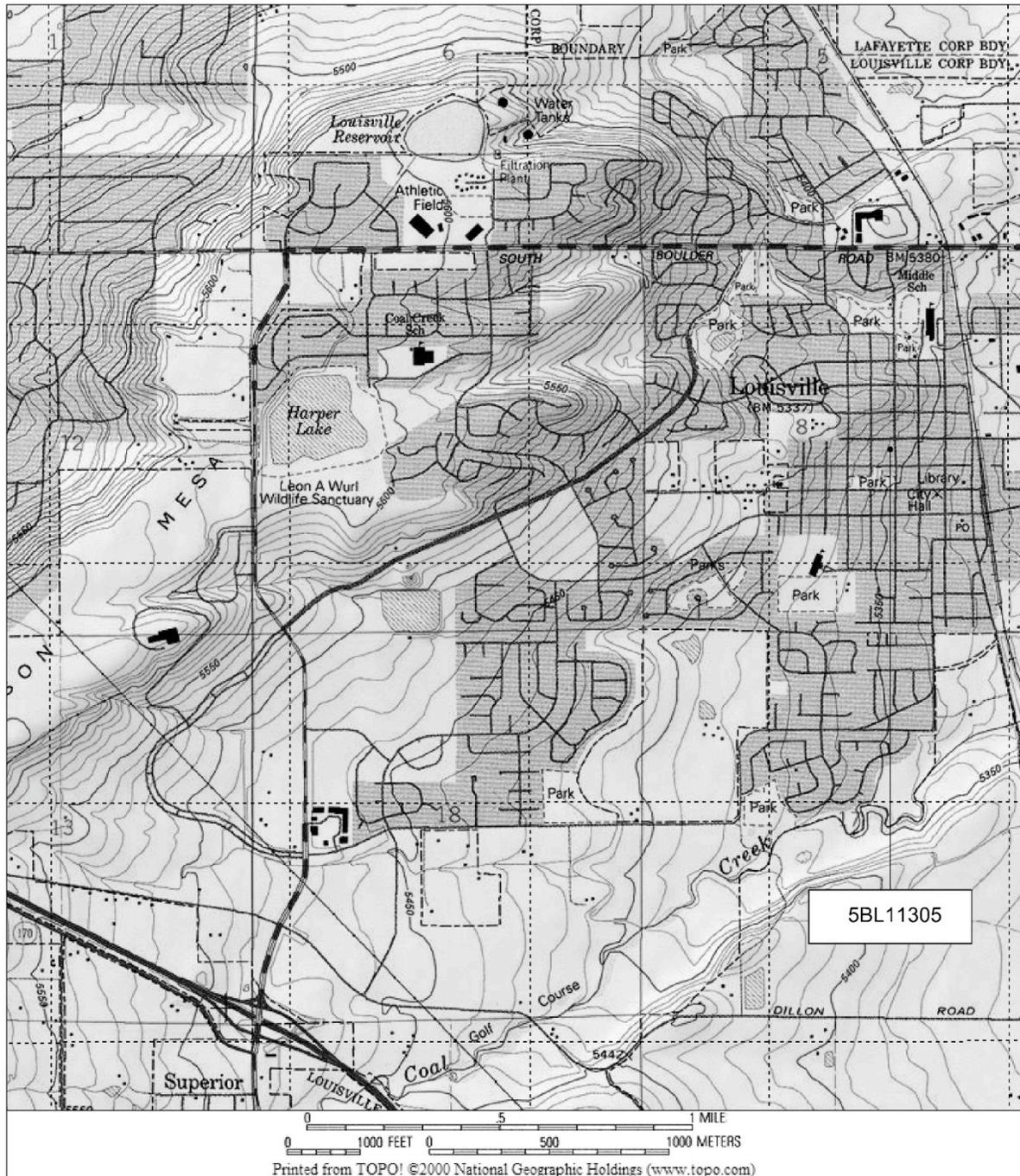
NOTE: Please include a sketch map, a photocopy of the USGS quad map indicating resource location, and photographs.

Colorado Historical Society - Office of Archaeology & Historic Preservation
1200 Broadway, Denver, CO 80203 (303) 866-3395

Resource Number: 5BL 11305
Temporary Resource Number: 157508413002

Resource Number: 5BL11305

Architectural Inventory Form
USGS Location Map



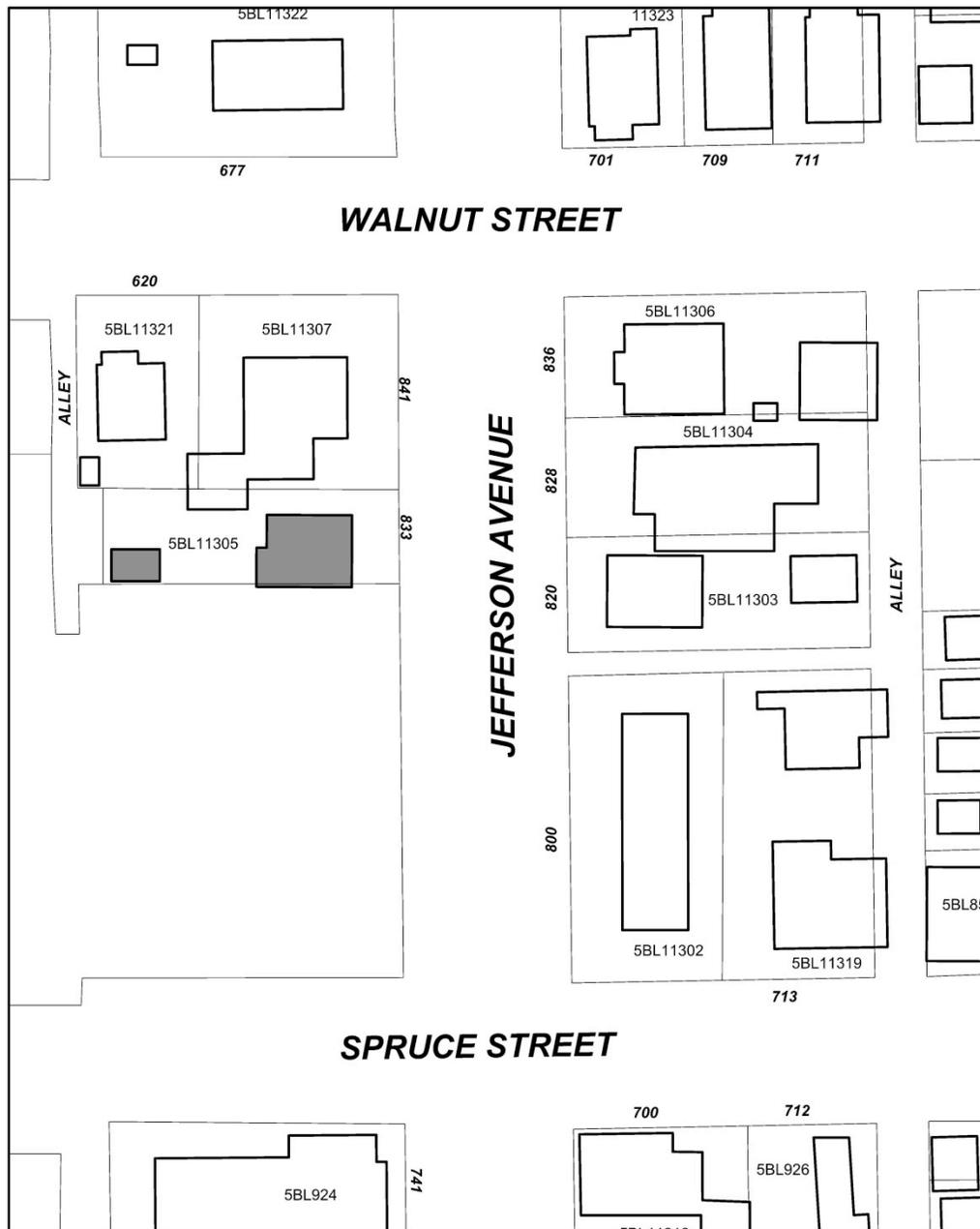
833 Jefferson Avenue, Louisville, Colorado

SOURCE: Extract of Louisville, Colorado
USGS map, 1994.



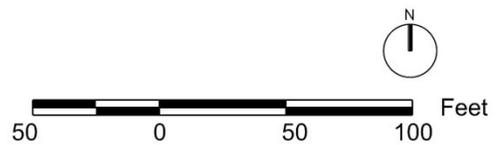
Resource Number: 5BL11305

Architectural Inventory Form
Site Location Map



833 Jefferson Avenue, Louisville, Colorado

SOURCE: City of Louisville, Colorado
GIS Files.



Resource Number: 5BL 11305
Temporary Resource Number: 157508413002



5BL11305_833Jefferson_01 east



5BL11305_833Jefferson_02 southeast

Resource Number: 5BL 11305
Temporary Resource Number: 157508413002



5BL11305_833Jefferson_03 northeast



5BL11305_833Jefferson_04 outbuilding southwest

Resource Number: 5BL 11305
Temporary Resource Number: 157508413002



833 Jefferson. Boulder County Real Estate Appraisal card, 1950.

GENERAL NOTES

LIVE LOADS USED IN DESIGN

- A. ROOF
 - DEAD 13 PSF
 - LIVE 30 PSF
- B. TYPICAL FLOOR
 - DEAD 15 PSF
 - LIVE 40 PSF
- C. NOT USED
- D. NOT USED
- E. WIND
 - 1. BASIC WIND SPEED 125 MPH
 - 2. EXPOSURE B
- F. EARTHQUAKE SEISMIC DESIGN CATEGORY: B
- G. LIVE LOADS ARE REDUCED PER CODE IF APPLICABLE.

FOUNDATIONS

- A. THE FOUNDATION DESIGN IS BASED ON ASSUMED BEARING PRESSURE, OWNER/CONTRACTOR TO VERIFY.
- B. ASSUME ALLOWABLE BEARING PRESSURE 3000 PSF (NON-OVERPAVED).
- C. PROVIDE 6" CLEAR FROM GRADE TO TOP OF FOUNDATION WALL. EXACT BEARING ELEVATIONS SHALL BE VERIFIED IN THE FIELD WITH ACTUAL CONDITIONS BY CONTRACTOR WITH APPROVAL OF SOIL ENGINEER AND ALL BOTTOM OF FOUNDATION ELEMENTS SHALL BE A MINIMUM OF 36" BELOW EXISTING GRADE.
- D. SLAB ON GRADE TO BE PLACED ON FIRM, UNDISTURBED, NATURAL SOIL OR PROPERLY COMPACTED BACKFILL APPROVED BY THE SOIL ENGINEER. BACKFILL SHALL BE COMPACTED TO 95% DENSITY UNLESS OTHERWISE SPECIFIED FOR ASTM D5957 UNLESS OTHERWISE RECOMMENDED BY THE SOIL REPORT. IF SOFT SPOTS ARE ENCOUNTERED, REMOVE SOIL AND RECOMPACT WITH APPROVED FILL. (SEE SOIL REPORT FOR DESCRIPTION OF BEARING SOIL).
- E. CONTRACTOR SHALL BACKFILL EQUALLY ON EACH SIDE OF FOUNDATION WALLS IN 12-INCH MAXIMUM VERTICAL LIFTS OF AS RECOMMENDED IN THE SOIL REPORT. REFER TO SOIL REPORT FOR BACKFILL MATERIAL.
- F. NO BACKFILLING SHALL BE PLACED AGAINST RETAINMENT WALLS UNTIL THE LOWER LEVEL FLOOR AND MAIN LEVEL FLOOR ARE IN PLACE AND PROPERLY ANCHORED. CONCRETE SLABS SHALL BE PROPERLY CURED.
- G. COVER ALL FOOTINGS UNDER WALLS, COLUMNS OR DRIP LINES UNLESS OTHERWISE NOTED ON PLANS.
- H. CONTINUATION TO PROVIDE, AT HIS EXPENSE, FIELD TESTS CONDUCTED ON COMPACTED FILL UNDER FOOTINGS AND INTERIOR WALLS.
- I. VERIFY SOILS ENGINEER WHEN EXAMINATION IS COMPLETED SO THAT CONDITIONS MAY BE REPECTED PRIOR TO PLACEMENT OF ANY FILL OR CONCRETE.

CONCRETE

- A. ALL CAST-IN-PLACE CONCRETE SHALL BE MADE WITH TYPE I/II PORTLAND CEMENT, STONE AGGREGATE AND SHALL BE CONCRETE.
- CONCRETE FEM Fc STRENGTH MAX W/C RATIO # 48 RED.
- FOOTINGS (DRILLED PILES) 3000 PSI
- FOUNDATION WALLS 4000 PSI
- SLABS ON GRADE 4000 PSI
- INTERIOR STRUCTURAL 4000 PSI
- SLABS BEAMS W/LS & COLUMNS 4000 PSI
- ALL EXT CONCRETE 3000 PSI
- * FOR ALL CONCRETE SUBJECT TO SULFATE ATTACK, OR POSSIBLE CONTACT WITH ROAD SALTS W/C RATIO SHALL NOT EXCEED 0.40.
- B. IF CONCRETE SUPPLIER PROPOSES USE OF FLUSH HE SHALL PROVIDE OWNER WITH LETTER INDICATING COST REDUCTION AT TIME OF BID. THE WEIGHS OF ELEMENTS OF ALL CONCRETE SHALL EXCEED MIN 1.5 LB/CY FOR 3000 PSI & 1.0 LB/CY FOR 4000 PSI CONCRETE.
- C. CONTRACTOR SHALL SMOOTH OR FORM IN CONTROL JOINTS IN SLABS ON GRADE. JOINTS SHALL BE SPACED 12 FEET O.C. MAX JOINTS SHALL BE 1/4 OF SLAB DEPTH X 3/4" WIDE. IF SAND IS TO BE USED IN JOINTS OF FORMING, CARRY ALL SLAB REINFORCEMENT THROUGH JOINT.
- D. SLABS, TOPPING, FOOTINGS, BEAMS AND WALLS SHALL NOT HAVE JOINTS IN A HORIZONTAL PLANE, NOR JOINTS IN CONCRETE WORK UNLESS THEY ARE MADE UP FIRST OF GRAB WITH VERTICAL BULKHEADS AND HORIZONTAL SEPARATE UNLESS OTHERWISE SPECIFIED. ALL CONSTRUCTION JOINTS SHALL BE AS DETAIL OR AS DIRECTED BY THE ENGINEER.
- E. ALL CONCRETE WORK AND REINFORCEMENT DETAILING SHALL BE IN ACCORDANCE WITH AIA BUILDING CODE 2015 LATEST EDITION UNLESS OTHERWISE NOTED. USE STANDARD HOOKS FOR CORNERS UNLESS OTHERWISE NOTED. ALL EXPOSED EDGES OF CONCRETE WORK SHALL HAVE 3/4" BUSH CHAMFER.

REINFORCEMENT

- A. ALL REINFORCING SHALL BE HIGH-STRENGTH EPOXYED BARS CONFORMING TO ASTM A618, GRADE 60 EXCEPT TIES, STIRRUPS AND PLATE ANCHORS WHICH SHALL BE ASTM A618, GRADE 40 OR ASTM A618, GRADE 60.
- B. ALL REINFORCING TO BE WELDED SHALL BE HIGH-STRENGTH EPOXYED BARS CONFORMING TO ASTM A706, GRADE 60.
- C. WELDED REINFORCING SHALL CONFORM TO ASTM A618 GRADE 60 AND SHALL BE LAPPED ONE FULL WELD AT SIZE AND END SPLICES WELDED TOGETHER.
- D. POLYPROPYLENE FIBER REINFORCING SHALL HAVE FIBER LENGTH COORDINATED WITH APPROPRIATE USE AS PER MANUFACTURER'S RECOMMENDATIONS. AMOUNT OF FIBER SHALL BE A MINIMUM OF 1.5 LB/CY OF CONCRETE OR THE AMOUNT RECOMMENDED BY THE MANUFACTURER, WHICHEVER IS GREATER.
- E. REINFORCEMENT PROTECTION:
 - 1. CONCRETE AGAINST EARTH 3"
 - 2. CONCRETE IN FORMS (EXPOSED TO WEATHER) 1 1/2"
 - 3. COLUMNS AND BEAMS 1 1/2"
 - 4. SLABS AND WALLS (NOT EXPOSED TO WEATHER) 1 1/2"
 - 5. PRECAST TIE LEG 1 1/2"
- F. REINFORCEMENT PLACEMENT AND TOLERANCES SHALL BE IN ACCORDANCE WITH SECTIONS 7A, 7B AND 7.7 OF AIA 311 LATEST EDITION.
- G. NO SPLICES OF REINFORCEMENT SHALL BE MADE EXCEPT AS DETAILED OR AUTHORIZED BY THE STRUCTURAL ENGINEER. LAP SPLICES, WHEN PROVIDED, SHALL BE A MINIMUM OF 48 BAR DIAMETERS FOR #3 BARS AND SMALLER, AND SHALL BE A MINIMUM OF 50 BAR DIAMETERS FOR #2 AND #4 BARS UNLESS OTHERWISE NOTED. MAKE ALL BARS CONTIGUOUS AROUND CORNERS.
- H. PLACE TOP AND BOTTOM #3 THICKNESS WITH 2"-4" PROJECTION AROUND ALL OPENINGS IN CONCRETE WALLS, SLABS AND BEAMS. ALSO PROVIDE ONE #4 X 3"-4" DIAGONALLY AT EACH CORNER.
- I. CONTIGUOUS TOP AND BOTTOM BARS IN WALLS AND BEAMS SHALL BE SPLICED AS FOLLOWS: TOP BARS AT MIDSPAN, BOTTOM BARS OVER SUPPORTS.

NON-STRUCTURAL DETAILS

- A. NON-SHANK GROUT SHALL BE PROVIDED:
 - 1. BETWEEN COLUMN BASE PLATES AND CONCRETE OR MASONRY SUPPORTS.
 - 2. BETWEEN BEAMS OR BEAM BEARING PLATES AND CONCRETE OR MASONRY SUPPORTS.
- B. GROUT SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH OF 8000 PSI IN 28 DAYS.
- C. GROUT SHALL BE CURED FOR 72 HOURS PRIOR TO SUPERIMPOSING ANY BUILDING LOADS.

WOOD

- A. UNLESS OTHERWISE NOTED, ALL LIGHT WOOD FRAMING, INCLUDING BRACED WALL LINES, SHALL CONFORM TO THE "CONVENTIONAL LIGHT-FRAME PROVISIONS" OF THE LATEST EDITION OF IRC-2015 INTERNATIONAL RESIDENTIAL CODE.
- B. ALL EXTERIOR JOISTS SHALL BE DOUGLAS FIR-LARCH, GRADED BY THE WESTERN WOOD PRESERVATION AND CONFORMING TO THE 2015 INTERNATIONAL BUILDING CODE, LATEST EDITION AS FOLLOWS:
 - 2" THICK - 4" TO 6" WIDE (WALL STUDS ONLY) STD
 - Fc = 875 PSI, E = 1,600,000 PSI
- 2" TO 4" THICK - 6" & WIDER NO. 2
- Fc = 875 PSI, E = 1,600,000 PSI
- 5" THICK - 2" X 4" WOOD (BEAMS ONLY) NO. 1
- Fc = 1200 PSI, E = 1,600,000 PSI
- 3" THICK - 2" X 4" WOOD (POSTS ONLY) NO. 1
- Fc = 1200 PSI, E = 1,600,000 PSI
- NOTE: ALLOWABLE STRESSES ARE MINIMUMS AND FOR NON-REPETITIVE USES PRIOR TO ALLOWED FACTORS.
- C. PROVIDE CROSS BRACING NOT OVER 8'-0" ON CENTER FOR ALL 2X WOOD JOISTS AND 2X SOLID BLOORING BETWEEN JOISTS AT ALL SUPPORTS AND ENDS OF CANTILEVERS.
- D. FASTEN ALL WOOD MEMBERS WITH COMMON NAILS ACCORDING TO THE USC MARKING SCHEDULE, TABLE 23-3-1 UNLESS OTHERWISE NOTED.

CEILING BEAMS

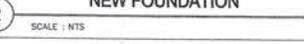
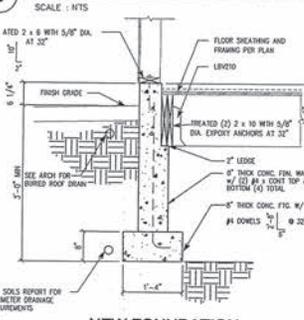
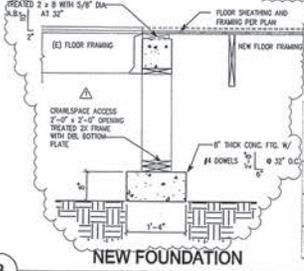
- A. CEILING BEAMS - FLUOR MEMBERS SHALL HAVE THE FOLLOWING STRESS CAPACITIES:
 - Fc = 2400 PSI, Fc = 190 PSI, Fc-90p = 600 PSI, E = 1,600,000 PSI.
- 1. ALL BEAMS SHALL BE FABRICATED OF DOUGLAS FIR-LARCH AT 12 PERCENT MOISTURE CONTENT IN ACCORDANCE WITH WELLS. ALL SIZES SHOWN ARE NET.
- 2. LAMINATED MEMBERS SHALL BE DETAILED AND FABRICATED IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS FOR THE DESIGN AND FABRICATION OF STRUCTURAL GLUE LAMINATED TIMBER, LATEST EDITION AS FURNISHED BY AISC.
- 3. PROVIDE UNITS CONFORMING TO VIC 117, 247-18 FOR CONTINUOUS MEMBERS AND CONTINUES AND 247-11 FOR SIMPLE SPAN MEMBERS. MEMBERS SHALL BE DESIGNED WITH ZERO GRADE CLEARLY STAMPED ON EACH MEMBER.
- 4. LAMINATED VENEER LUMBER (LVL) MEMBERS SHALL HAVE THE FOLLOWING STRESS CAPACITIES:
 - Fc = 3600 PSI, Fc = 285 PSI, Fc-90p = 750 PSI, E = 1,600,000 PSI.
 - IF MORE THAN ONE PLT IS CALLED OUT, MEMBERS SHALL BE CONNECTED IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS.

CEILING AND/OR ORIENTED STRAND BOARD (OSB) SHEATHING

- 1. PANEL THICKNESS SHALL BE AS SHOWN ON THE DRAWINGS. APPLICATION SHALL BE IN ACCORDANCE WITH RECOMMENDATIONS OF THE AMERICAN PLYWOOD ASSOCIATION (APA).
- 2. FLOORING AND ROOF SHEATHING SHALL BE INSTALLED WITH THE FACE GRAIN PERPENDICULAR TO SUPPORTS WITH END JOINTS STAGGERED.
- 3. INSTALL SUFFICIENT EDGE SUPPORT BY USE OF PLYSTOPS, TONGUE AND GROOVE PANELS OR SOLID WOOD BLOORING BETWEEN SUPPORTS.
- 4. IF CHANGES ARE MADE, REFERENCE NATIONAL EVALUATION REPORT 272 FOR FASTENING SCHEDULES. ALL STAIR CROWNS MUST BE PARALLEL TO STAIRS. ALL JOISTS MUST HAVE ONE CHAIR LA END OF JOIST.
- 5. PREFABRICATED WOOD MEMBERS SHALL BE OF THE TYPE NOTED IN THE DRAWINGS AND SHALL BE "AS-BUILT" AS MANUFACTURED BY WELLS JOINT MACHINERY CORPORATION. ALTERNATES SHALL BE REVIEWED BY THE ENGINEER. TO BE CONSIDERED ALTERNATES SHALL HAVE A L500 CAPACITY IN BENDING, SHEAR, AND DEFLECTION EQUAL TO OR GREATER THAN THE SIZE SHOWN ON THE DRAWINGS. KEY BLOCKING AND BRACING SHALL BE AS REQUIRED BY THE JOIST MANUFACTURER.

CEILING AND/OR ORIENTED STRAND BOARD (OSB) SHEATHING

- 1. PREFABRICATED WOOD TRUSSES SHALL BE DESIGNED TO FULLY MEET STRESS REQUIREMENTS AND LOADS NOTED ON DRAWINGS. TRUSS DRAWINGS SHALL INCLUDE CALCULATIONS AND BEAR THE STAMP OF A REGISTERED PROFESSIONAL ENGINEER. PROVIDE BRACING AND BLOCKING PER MANUFACTURER'S RECOMMENDATIONS UNLESS OTHERWISE NOTED. PROVIDE CONSTRUCTION BRACING AS REQUIRED.



NON-STRUCTURAL ELEMENTS

- A. ELEMENTS SUCH AS NON-LOAD BEARING PARTITIONS, ETC. ATTACHED TO AND/OR SUPPORTED BY THE STRUCTURE SHALL BE DESIGNED TO ACCOUNT FOR DEFLECTIONS AND OTHER STRUCTURAL MOVEMENTS.
- B. FIRE PROTECTION FOR ALL STRUCTURAL PARTS SHALL BE PROVIDED AND SHALL MEET ALL CODE REQUIREMENTS FOR THE TYPE OF CONSTRUCTION SPECIFIED BY THE ARCHITECTURAL DRAWINGS. STRUCTURAL STEEL MEMBERS SHALL BE COVERED UNLESS OTHERWISE NOTED.

GENERAL

- A. ENGINEER'S ACCEPTANCE MUST BE SECURED FOR ALL STRUCTURAL INSTALLATIONS.
- B. VERIFY ALL OPENINGS THROUGH FLOORS, ROOF AND WALLS WITH MECHANICAL AND ELECTRICAL CONTRACTORS. VERIFICATION OF LOCATIONS, SIZES, LEVELS, AND BRACING CONNECTIONS ARE CONTRACTORS COMPLETE RESPONSIBILITY.
- C. PRIOR TO INSTALLATION OF MECHANICAL AND ELECTRICAL EQUIPMENT ON OTHER ITEMS TO BE ATTACHED TO THE STRUCTURE, ENGINEER'S APPROVAL OF CONNECTIONS AND SUPPORTS SHALL BE OBTAINED. UNLESS SPECIFICALLY DETAILED ON ARCHITECTURAL AND STRUCTURAL DRAWINGS, STRUCTURAL STEEL MEMBERS SHALL BE COVERED UNLESS OTHERWISE NOTED. REQUIRED FOR REINSTALLATION OF HIS FIELDS.
- D. PROVIDE ALL EXPOSED ITEMS IN STRUCTURE AS NOTED ON ARCHITECTURAL, MECHANICAL, ELECTRICAL, AND STRUCTURAL DRAWINGS. MISCELLANEOUS EXPOSED ITEMS AND ANCHOR BOLTS SHALL BE FINISHED BY STEEL SUPPLIER AND INCLUDE BY CONCRETE CONTRACTOR. STEEL SHALL FINISH ASFIN AS UNLESS OTHERWISE NOTED.
- E. PROVIDE ASPHALTIC MASTIC-COATING ON ALL STEEL AND WOOD EXPOSED TO THE EXTERIOR.
- F. SUBMIT SHOP AND ELECTION DRAWINGS TO ENGINEER FOR REVIEW OF ALL STRUCTURAL STEEL, COG FRAMING MEMBERS AND BRACES. THE MANUFACTURING OR FABRICATION OF ANY ITEMS PRIOR TO WRITTEN REVIEW OF SHOP DRAWINGS WILL BE ENTIRELY AT THE RISK OF THE CONTRACTOR.
- G. WATERPROOFING, VAPOR BARRIERS, WATERSTOP, ETC. SHALL BE AS SHOWN ON THE ARCHITECTURAL DRAWINGS AND AS INDICATED IN THE SPECIFICATIONS.
- H. ALL CONNECTIONS ON STRUCTURAL DRAWINGS SHALL BE CHECKED AGAINST ARCHITECTURAL DRAWINGS PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL NOTIFY THE ARCHITECT AND STRUCTURAL ENGINEER IMMEDIATELY OF ANY DISCREPANCIES.
- I. CONTRACTOR SHALL PROVIDE BRACING AS REQUIRED TO TEMPORARILY SUPPORT STRUCTURE UNTIL FINAL STRUCTURAL FRAMING IS IN PLACE. BRACING SHALL BE NOT INCLUDED IN THE SCOPE OF STRUCTURAL SERVICES PROVIDED. CONTRACTOR IS RESPONSIBLE FOR PROVIDING ADEQUATE BRACING.

K. NOT USED

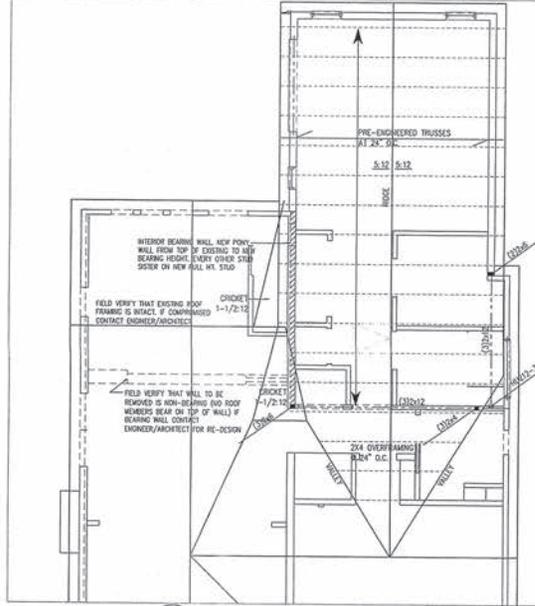


KING STUD SCHEDULE (FOR 2x6 WALL ONLY)

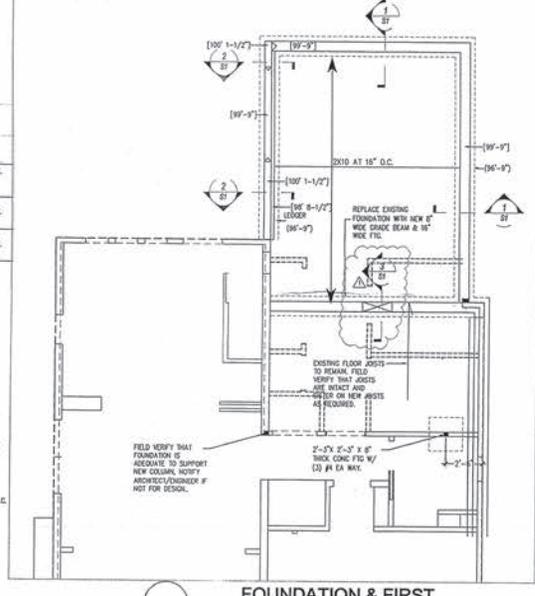
OPENING SIZE	# OF KING STUDS EACH END OF EACH OPENING, U.L.O.	
	FOR WALLS 9' IN HEIGHT OR LESS	FOR WALLS 9' TO 13' IN HEIGHT
3'-6"	1	2
6'-0"	2	3
6'-1"	2	3
11'-0"	3	4
11'-1"	3	4
16'-0"	3	4

WALL, FLOOR AND ROOF DIAPHRAGM SCHEDULE (UNLESS NOTED OTHERWISE)

DIAPHRAGM	SHEATHING (ALL SHEATH ONE SIDE)	EDGE NAILING	FIELD NAILING
EXTERIOR WALLS (2X6 W/1)	15/32" APA RATED SHEATHING (ONE SIDE)	10X COMMON @ 6" O.C. BLOCK ALL EDGES	10X COMMON @ 12" O.C.
FLOOR (2X6 W/1)	23/32" TABS APA RATED STUARD-1-FLOOR	10X COMMON @ 6" O.C.	10X COMMON @ 12" O.C.
ROOF (2X6 W/1)	15/32" APA RATED SHEATHING	10X COMMON @ 6" O.C.	10X COMMON @ 12" O.C.



ROOF FRAMING PLAN



FOUNDATION & FIRST FLOOR FRAMING PLAN

Smoke alarms are required per the 2018 IRC R314 Carbon monoxide alarms are required per the 2018 IRC R315

Latimer
STRUCTURAL ENGINEER
LATIMER ENGINEERING
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Boulder, CO 80501
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F: 720.446.0036
crl@latimer.com

Scott Coburn Associates
Architectural Design
945 Wade Road
Longmont, Colorado
303-489-0619

Keller Residence
Addition & Remodel
636 Jefferson
Louisville, Colorado

NOTICE: DUTY OF COOPERATION
The undersigned hereby certifies that the drawings were prepared by the undersigned or under the direct supervision and control of the undersigned, and that the undersigned is a duly licensed Professional Engineer in the State of Colorado. The undersigned hereby certifies that the drawings were prepared by the undersigned or under the direct supervision and control of the undersigned, and that the undersigned is a duly licensed Professional Engineer in the State of Colorado.

Issue Date	Purpose
11/20/2015	Owner Review
4/05/2015	Bl/Permit
4/26/2015	PLAN CHECK

Prepared by: ck
Checked by: sc/dl
Sheet Content

Sheet Number
S1

**RESOLUTION NO. 06
SERIES 2020**

**A RESOLUTION MAKING FINDINGS AND RECOMMENDATIONS REGARDING THE
LANDMARK DESIGNATION FOR A HISTORICAL RESIDENTIAL STRUCTURE
LOCATED AT 833 JEFFERSON AVENUE**

WHEREAS, there has been submitted to the Louisville Historic Preservation Commission (HPC) an application requesting a landmark eligibility determination for a historical residential structure located on 833 Jefferson Avenue, on property legally described as the north 17 feet of lot 7 and all of lot 8, and the vacated alley adjacent to the west, Block 10, Jefferson 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 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, 833 Jefferson Avenue (Marriott House) has social significance because it exemplifies the cultural, political, economic or social heritage of the community considering its association with families from a variety of ethnic groups; and

WHEREAS, the Marriott House has architectural significance because it is a vernacular structure that is representative of the built environment in late 19th century Louisville; and

WHEREAS, the HPC finds that these and other characteristics specific to the Marriott 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 833 Jefferson Avenue be approved for the following reasons:
 - a. Architectural integrity of the vernacular structure.
 - 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 Marriott House.

PASSED AND ADOPTED this _____ day of _____, 2020.

Lynda Haley, Chairperson

**RESOLUTION NO. 07
SERIES 2020**

**A RESOLUTION RECOMMENDING APPROVAL OF AN ALTERATION CERTIFICATE
FOR THE MARRIOTT HOUSE LOCATED AT 833 JEFFERSON AVENUE FOR
EXTERIOR ALTERATIONS.**

WHEREAS, there has been submitted to the Louisville Historic Preservation Commission (HPC) an application requesting an alteration certificate for a historic residential structure located on 833 Jefferson Avenue, on property legally described as the north 17 feet of lot 7 and all of lot 8, and the vacated alley adjacent to the west, Block 10, Jefferson Place, Town of Louisville, City of Louisville, State of Colorado; and

WHEREAS, the City Staff and the HPC have reviewed the application and found that it complies with Chapter 15.36 of the Louisville Municipal Code, including Section 15.36.120, establishing criteria for alteration certificates; and

WHEREAS, the HPC has held a properly noticed public hearing on the proposed alteration certificate on May 18, 2020, where evidence and testimony were entered into the record, including findings in the Louisville Historic Preservation Commission Staff Report dated May 18, 2020.

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

Does hereby recommend approval of the application for an alteration certificate for the Marriott House as described in the staff report dated May 18, 2020 contingent on the following:

- The siding material on the new addition will be differentiated from the material on the historic portion of the house.

PASSED AND ADOPTED this _____ day of _____, 2020.

Lynda Haley, Chairperson

**RESOLUTION NO. 07
SERIES 2020**

**A RESOLUTION MAKING FINDINGS AND RECOMMENDATIONS REGARDING A
PRESERVATION AND RESTORATION GRANT AND NEW CONSTRUCTION GRANT
FOR THE MARRIOTT HOUSE LOCATED AT 833 JEFFERSON AVENUE**

WHEREAS, there has been submitted to the Louisville Historic Preservation Commission (HPC) an application requesting a preservation and restoration grant for the Marriott House, a historic residential structure located at 833 Jefferson Avenue, on property legally described as the north 17 feet of lot 7 and all of lot 8, and the vacated alley adjacent to the west, Block 10, Jefferson 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 new construction grant; and

WHEREAS, the preservation and restoration work being requested for the Marriott 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 Marriott 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 Marriott House, in the amount of **\$32,433.50**.

PASSED AND ADOPTED this _____ day of _____, 2020.

Lynda Haley, Chairperson

City Council

833 Jefferson Ave.

Resolution #40-2020 (Landmark)

Resolution #41-2020 (Grant)

A request to landmark 833 Jefferson Avenue.

A request for a Preservation and Restoration Grant and a New Construction Grant for the structure at 833 Jefferson Avenue.



- **Age:** Constructed circa 1895
- **Architectural Significance:** The structure at 833 Jefferson is associated with the historic development of Louisville. The house is a late 19th century wood frame residential structure. It has L-shaped floorplan with a cross gable roof. There is a porch attached to the front façade.
- **Physical Integrity:** The structure adds character and value to Old Town Louisville. 833 Jefferson Avenue is in its original location and the modifications to the original structure do not impact the overall integrity of the structure. The structure retains its overall form and appearance from the street and exhibits a moderate level of physical integrity.

833 Jefferson Avenue: Landmark Request

Siding	\$7,298	<i>Remove existing vinyl composite siding Replace with period appropriate siding</i>
Windows	\$4,099	<i>Replace existing windows (not historic) with period appropriate windows</i>
Foundation	\$10,930	<i>Evaluate and repair as necessary Replace failing foundation wall</i>
Floor Structure	\$4,040	<i>Repair/replace existing joists and support beam</i>
Electrical Wiring	\$4,500	<i>Remove existing knob and tube wiring (code required)</i>
Site Grading	\$4,000	
Total: \$34,867 Grant Request: \$17,433.50		

833 Jefferson Avenue: Grant Request

Grants:
Under Resolution No. 17, Series 2019, approved work must fall under the following categories to qualify for grant funds:

Preservation

Rehabilitation
Foundation/crawlspace
Floor structure
Site grading
Electrical upgrade

Restoration
Window replacement
Siding replacement

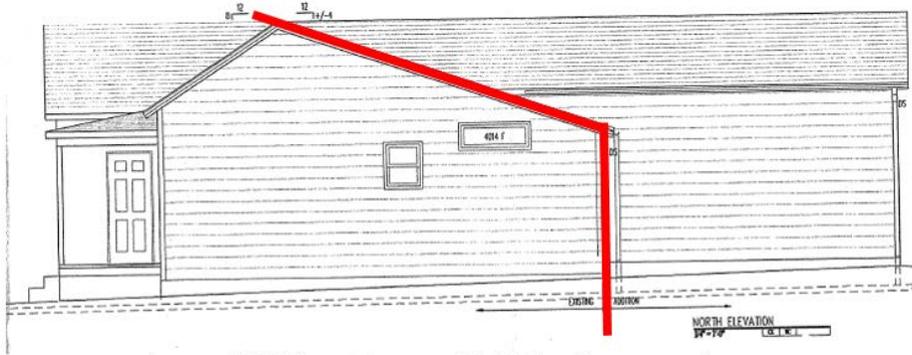
833 Jefferson Avenue: Grant Request

The applicant is requesting a \$15,000 new construction grant under Resolution No. 17, Series 2019. *“Owners of landmarked property on which additions to existing residential structures are proposed are eligible for matching grants of up to \$15,000 for new residential construction that, beyond mandatory requirements, substantially limits mass, scale, and number of stories, preserves setbacks, and protects the historic integrity of the property and its environment by differentiating new work from the old. Qualifying new construction must maintain the existing height of the historic structure over the first 1/3 of the overall structure and have a floor area ratio (FAR) 10% below what is allowed by zoning.”*

833 Jefferson Avenue: Grant Request

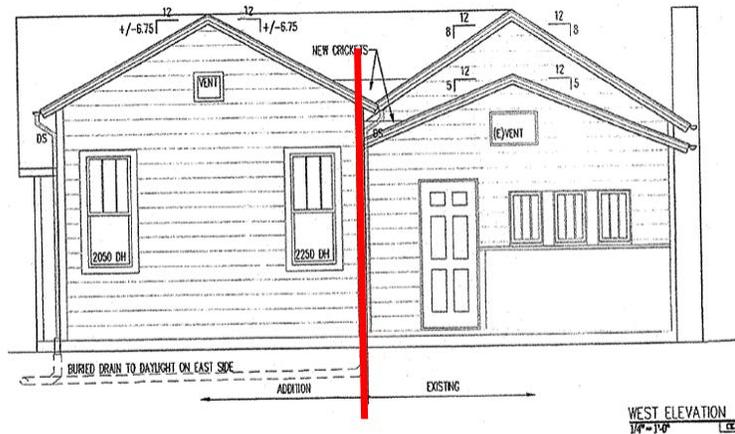
- Staff finds that the proposed design limits the mass and scale of the addition, does not include a second story, preserves the existing front and side setbacks, and proposes no changes to height.
- The applicant has agreed to change siding orientation on the addition to distinguish the new construction from the historic.
- The maximum floor area ratio (FAR) for this property is 0.55 (2,577 SF). 10% below that would be an FAR of 0.495 (2,320 SF). The FAR for the property following the addition proposed by the applicants is 1,340 SF.

833 Jefferson Avenue: Grant Request



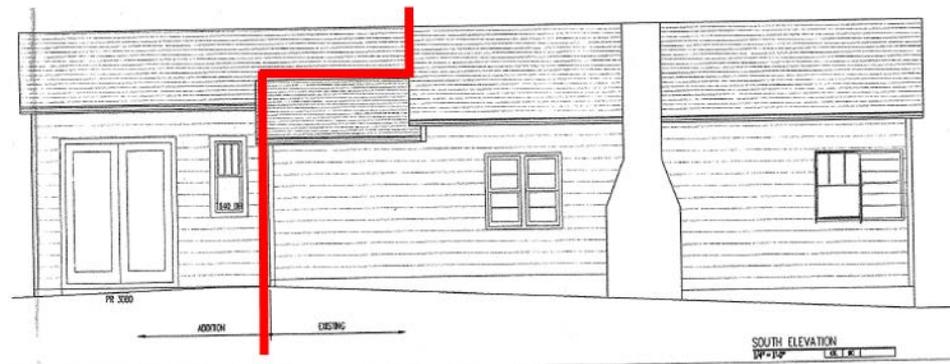
833 Jefferson Avenue – North Elevation, proposed

833 Jefferson Avenue: Alteration Certificate



833 Jefferson Avenue – West Elevation, proposed

833 Jefferson Avenue: Alteration Certificate



833 Jefferson Avenue – South Elevation, proposed

833 Jefferson Avenue: Alteration Certificate



Landmarking

- Staff recommends approval: \$5,000
- La Salle House – Res. 41, Series 2020

Grant

- Staff recommends approval: \$32,433.50
- Res. 42, Series 2020

833 Jefferson Avenue: Staff Recommendations

SUBJECT: RESOLUTION NO. 42, SERIES 2020 – A RESOLUTION APPROVING A BUSINESS ASSISTANCE AGREEMENT WITH EMERGY, INC. FOR AN ECONOMIC DEVELOPMENT PROJECT IN THE CITY OF LOUISVILLE

DATE: JUNE 2, 2020

PRESENTED BY: MEGAN E. PIERCE, ECONOMIC VITALITY DIRECTOR

SUMMARY:

Staff requests City Council action on a proposed Business Assistance Package (BAP) for Emergy, Inc. (DBA Emergy Foods), which is seeking a location to construct a food manufacturing facility and is considering sites in the City of Louisville.

DISCUSSION:

Emergy Foods is a spin-out of the University of Colorado Boulder and is now a fast growing start-up that manufactures alternative protein products that resemble whole cuts of meat. The company is currently still based in Boulder but needs to expand. To-date the company has been working to develop the underlying technology for this food manufacturing as well as a consumer-engaging brand for its products. For more information about the company, please reference the Emergy Foods website (<https://www.emergyfoods.com/>) as well as the product website (<https://www.meati.com/>).

Emergy approached staff with an application for business assistance as they consider several other locations within Colorado. They intend to lease-back a build to suit development of approximately 40,000 square feet and have been looking at sites in the Colorado Technology Center. The company intends to make a decision on the location in the near-future and to start construction in 2020. They hope to complete the development by the end of 2021. At move-in, Emergy projects to employ 25 people; they expect to employ 85 people within the first five years of operations. They report average job salaries of \$102,000 per year, which is well above the Boulder County wage average.

In addition to constructing tenant improvements on its leased space (estimated at \$2,320,000), Emergy will also be making substantive investments in the facility and its processing equipment for planned manufacturing over the next two years. The company will manufacture its protein products for retail sales and expects gross retail sales of over \$20 million in the first full year of operation. It is anticipated the capital and equipment purchases necessary for manufacturing will total \$15,074,297; these purchases would be subject to the City's 3% Consumer Use Tax. The company meets the general criteria by which assistance may be granted in accordance with the Business Assistance Policy in Section 3.24 of the Louisville Municipal Code. The City's

Business Assistance Program Criteria and Application are also attached as reference. The main criteria this project meets are:

- Brings high quality development;
- Creates new jobs in the City, with average salaries above the County’s average wage; and
- Represents job diversity in industry sectors and is part of a growing industry.

Based on the estimates provided by Emergy Foods’ application, Staff recommends a 50% rebate of the Building Permit Fees and Construction Use Tax, in addition to a 40% rebate of Consumer Use Tax on eligible purchases (for processing and manufacturing equipment). As outlined in the attached Agreement, staff proposes the 50% rebates on Building Permit Fees and Construction Use Tax be capped at \$46,000 and the 40% rebate on Consumer Use Tax be capped at \$181,000. The assistance would be funded by Permit Fees, as well as Construction Use Tax and Consumer Use Tax revenues generated. Per our Criteria, the rebates exclude the City’s Open Space, Historic Preservation, and Recreation Center Taxes.

		Eligible project costs	\$ 2,320,000.00		
Building Permit Fee- 50%	Detail of Taxes	Amount Paid	Rebate %	Rebate Amount	
	Combination Building	\$ 11,280.00	50%	\$ 5,640.00	
	Plan Check Fees	\$ 7,332.00	50%	\$ 3,666.00	
	Combination Electric	\$ 2,256.00	50%	\$ 1,128.00	
	Combination Mechanical	\$ 1,128.00	50%	\$ 564.00	
	Combination Plumbing	\$ 1,128.00	50%	\$ 564.00	
	Subtotal	\$ 21,996.00		\$ 10,998.00	

		Eligible project costs	\$ 2,320,000.00		
Construction Use Tax- 50%	Detail of Taxes	Amount Paid	Rebate %	Rebate Amount	
	City Sales- 3%	\$ 69,600.00	50%	\$ 34,800.00	
	Open Space- .375%	\$ 8,700.00		\$ -	
	Historic Preservation- .125%	\$ 2,900.00		\$ -	
	Recreation Center- .150%	\$ 3,480.00		\$ -	
	Subtotal	\$ 84,680.00		\$ 34,800.00	

Consumer Use/Sales Tax					
Rebate on Durable Goods- 40%					
	Detail of Taxes	Amount Paid	Rebate %	Rebate Amount	
	City Sales- 3%	\$ 452,228.91	40%	\$ 180,891.56	
	Open Space- .375%	\$ 56,528.61			
	Historic Preservation- .125%	\$ 18,842.87			
	Recreation Center- .150%	\$ 22,611.45			
	Subtotal	\$ 550,211.84		\$ 180,891.56	

Based on estimates, the City will receive \$656,887.84 in new revenue from the fees and taxes (net \$430,198.28 after proposed rebates). In addition to the caps on rebates outlined above, the Agreement provides that rebates on Consumer Use Tax are limited to a two-year period or the \$181,000, whichever occurs first. The Agreement is void if Energy Foods does not complete its project by March 31, 2022. If the business does not remain in Louisville for a period of seven (7) years, the Agreement provides for a percentage of rebates received to be repaid.

In 2019, the City approved four Business Assistance Agreements, including: JumpCloud, Inc.; Medtronic; 1882 Ventures, LLC; and Fresca Foods, Inc. In 2020, the City has approved the following Business Assistance Agreements to-date: Duda, Inc., Linmark, Inc. (Coal Creek Ace Hardware), Corvus Nidus, LLC (The Rose and Raven), and Forge Nano, Inc.

FISCAL IMPACT:

The anticipated net increase in revenues is \$430,198.28, with proposed rebates and fiscal impact of \$226,689.56 over a two-year period.

PROGRAM/SUB-PROGRAM IMPACT:

The recommended Business Assistance Agreement supports 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 City Council adopt the attached Resolution approving a Business Assistance Agreement with Energy, Inc.

ATTACHMENTS:

1. Resolution Approving Business Assistance Agreement
2. Business Assistance Agreement
3. Business Assistance Program Criteria and Application
4. Presentation

STRATEGIC PLAN IMPACT:

<input checked="" type="checkbox"/>		Financial Stewardship & Asset Management	<input type="checkbox"/>		Reliable Core Services
<input checked="" type="checkbox"/>		Vibrant Economic Climate	<input type="checkbox"/>		Quality Programs & Amenities
<input type="checkbox"/>		Engaged Community	<input type="checkbox"/>		Healthy Workforce

SUBJECT: RESOLUTION 42, SERIES 2020

DATE: JUNE 2, 2020

PAGE 4 OF 4

<input type="checkbox"/>		Supportive Technology	<input type="checkbox"/>		Collaborative Regional Partner
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**RESOLUTION NO. 42
SERIES 2020**

**A RESOLUTION APPROVING A BUSINESS ASSISTANCE AGREEMENT
WITH EMERGY, INC. FOR AN ECONOMIC DEVELOPMENT PROJECT IN
THE CITY OF LOUISVILLE**

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

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

WHEREAS, Emergy, Inc. is seeking to expand its current operations to grow its food manufacturing business focused on sustainable, alternative protein products and is considering Louisville’s Colorado Technology Center as a potential location; and

WHEREAS, the Business Assistance Agreement between the City and Emergy, Inc. is attached hereto as Exhibit "A" and incorporated herein by this reference; and

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

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

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

1. The proposed Business Assistance Agreement between the City of Louisville and Emergy, Inc. (the “Agreement”) is hereby approved in essentially the same form as the copy of such Agreement accompanying this Resolution.
2. The Mayor is hereby authorized to execute the Agreement on behalf of the City Council of the City of Louisville, except that the Mayor is hereby granted the authority to negotiate and approve such revisions to said Agreement as the Mayor determines are necessary or desirable for the protection of the City, so long as the essential terms and conditions of the Agreement are not altered.
3. City staff is hereby authorized to do all things necessary on behalf of the City to perform the obligations of the City under the Agreement, including but not limited to

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

PASSED AND ADOPTED this 2nd day of June, 2020.

Ashley Stolzmann, Mayor

ATTEST:

Meredyth Muth, City Clerk

EXHIBIT A

Copy of Business Assistance Agreement

BUSINESS ASSISTANCE AGREEMENT FOR EMERGY, INC. IN THE CITY OF LOUISVILLE

THIS AGREEMENT ("Agreement") is made and entered into as of the _____ day of _____, 2020, between the CITY OF LOUISVILLE, a Colorado home rule municipal corporation (the "City"), and EMERGY, INC., a Delaware corporation, doing business as "Emergy Foods" (the "Company").

WHEREAS, the City wishes to provide certain business assistance in connection with the Company's relocation and expansion (the "Project"), for which Louisville, Colorado is being considered (the "Project Location"); and

WHEREAS, the Company is seeking approximately 40,000 square feet as a build-to-suit development that will allow them to create manufacturing space for their food brand; and

WHEREAS, the Company expects to employ over 85 employees within the first five (5) years of operation; and

WHEREAS, the Company is considering a development in the Colorado Technology Center and would also make substantial tenant improvements and capital equipment purchases to establish their food manufacturing process; and

WHEREAS, the Company plans to make a decision on the selected location in the third quarter of 2020 and to complete their expansion by the end of 2021; and

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

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

1. Building Permit Fee Rebates. The City shall rebate to the Company 50% of the building related permit fees for the Project, required under Louisville Municipal Code, section 15.04.050 and section 108.2 of the International Building Code as adopted by the City, for the period from execution of this Agreement and ending March 31, 2022.
2. Use Tax Rebate-Construction. The City shall rebate to the Company 50% of the Construction Use Tax on the construction materials for the Project, required under Louisville Municipal Code, section 3.20.300, excluding all revenues from the Open Space Tax, Historic Preservation Tax, and

Recreation Center Tax for the Project, for the period from execution of this Agreement and ending March 31, 2022.

3. Use Tax Rebate – Tangible Goods. For tangible good purchases related to equipment and build-out of the equipment for food processing and manufacturing that are made by Company between January 1, 2021 and December 31, 2022 and to the extent that such purchases are for the Company's expansion of operations and used in Louisville, the City shall rebate to Company 40% of the Use Tax paid and collected on tangible goods purchased as required under Louisville Municipal Code, section 3.20.300, excluding all tax revenues from the Open Space Tax, Historic Preservation Tax, and Recreation Center Tax. No rebate shall be issued for goods purchased prior to January 1, 2021. Only those tangible goods purchased by Company for Company's expansion of operations and use at the food manufacturing facility at the Company location in the City of Louisville shall qualify for rebate consideration.
4. Payment of Rebates; Cap; Inspection. The maximum amount of the rebates payable pursuant to Sections 1 and 2 above shall in no event exceed the calculation of 50% of the fees or taxes described in Sections 1 and 2 paid to the City and a not to exceed cap of forty-six thousand dollars (\$46,000). The maximum amount of the rebates payable pursuant to Section 3 above shall in no event exceed the calculation of 40% of the taxes described in Section 3 above; provided, further that the total maximum amount of rebates payable pursuant to Section 3 shall in no event exceed one hundred and eighty-one thousand dollars (\$181,000). Use Tax rebates pursuant to Section 3 shall terminate when the Company has received from the City the last rebate payment under this Agreement for the two-year rebate period or when the Company has received \$181,000 in rebate payments, whichever first occurs. The building permit fee and construction use tax rebates in Sections 1 and 2 pertaining to each phase of the Project shall be paid by the City to Company within 120 days following issuance of the certificate of occupancy or final inspection for the applicable portion of the Project work, as reasonably determined by the City, subject to Sections 5 and 6 below. The Use Tax rebate provided for in Section 3 above shall be paid by the City to Company in annual installments, on or before February 28 of the following year. At the end of each month, on or before the 20th of the following month, the Company shall be responsible to remit to the City its total monthly Sales/Use Tax payment on the appropriate Sales/Use Tax return form. All rebate payments will be remitted by the City to the Company at the address set forth in Section 8.
5. No Interest; Inspection and Disclosure of Records. No interest shall be paid on any amounts subject to rebate under this Agreement. Each party and its agents shall have the right to inspect and audit the applicable records of the other party to verify the amount of any payment under this

Agreement, and each party shall cooperate and take such actions as may be necessary to allow such inspections and audits. The Company acknowledges that implementation of this Agreement requires calculations based on the amount of taxes collected and paid by the Company with respect to the term of this Agreement and issuance of rebate payment checks in amounts determined pursuant to this Agreement, and that the amounts of the rebate payment checks will be public information. The Company, for itself, its successors, assigns, and affiliated entities, hereby releases and agrees to hold harmless the City and its officers and employees from any and all liability, claims, demands, and expenses in any manner connected with any dissemination of information necessary for or generated in connection with the implementation of rebate provisions of this Agreement.

6. Use of Funds; Future Fees. Funds rebated to the Company pursuant to this Agreement shall be used by the Company solely for obligations and/or improvements permitted under Louisville Municipal Code section 3.24.060 (as enacted by Ordinance No. 1507, Series 2007), which includes, but is not limited to, expansion or creation of jobs in the City. The rebates provided for under this Agreement are solely for construction activities and purchases for the Project during the periods stated in Sections 1-3, above. Any previous or subsequent purchases and construction activities shall be subject to payment without rebate of all applicable building permit fees and construction use taxes.
7. Effect of Change in Tax Rate. Any increase or decrease in the City General Sales, Construction Use, or Consumer Use Tax rate above or below the applicable tax rate on the date of execution of this Agreement shall not affect the rebate payments to be made pursuant to this Agreement; rather, the amount of the rebate payments will continue to be based upon the General Sales, Construction Use, or Consumer Use Tax rates applicable on the date of execution of this Agreement (excluding the City's 0.375% Open Space Tax, 0.125% Historic Preservation Tax, and 0.150% Recreation Center Tax). Any decrease in the City General Sales, Construction Use, or Consumer Use Tax rates shall cause the amount of the rebate payments made pursuant to this Agreement to be based on the applicable percentage of revenues actually received by the City from application of the tax rate affected (excluding said Open Space, Historic Preservation, Recreation Center or future special Sales or Use taxes).
8. Entire Agreement; Notices. This instrument shall constitute the entire agreement between the City and the Company and supersedes any prior agreements between the parties and their agents or representatives, all of which are merged into and revoked by this Agreement with respect to its subject matter. Contact information is as follows:
If to Company:
Emergy, Inc.

Attn: Tyler Huggins, CEO
6880 Winchester Circle, Unit D
Boulder, CO 80301
303.200.0273
tyler@emergyfoods.com

If to City:

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

9. Termination. This Agreement shall terminate and become void and of no force or effect upon the City if, by March 31, 2022, the Company has not completed the Project as described in the Company's application for business assistance (as evidenced by a successful final inspection for the Project); or should fail to comply with any City code.
10. Business Termination. In the event the Company, and/or its successors and assigns, ceases business operations in the City within seven (7) after the Certificate of Occupancy has been received for the Project, then in such event the Company shall pay to the City a portion of the total amount of Building Permit Fees, Construction Use Taxes, and Consumer Use Taxes which were due and payable by the Company to the City but were rebated by the City. For each full year that the Company, and/or its successors and assigns, cease operations at the Project Location, the City shall receive back 10% of the foregoing amounts.
11. Subordination. The City's obligations pursuant to this Agreement are subordinate to the City's obligations for the repayment of any current or future bonded indebtedness and are contingent upon the existence of a surplus in sales and use tax revenues in excess of the sales and use tax revenues necessary to meet such existing or future bond indebtedness. The City shall meet its obligations under this Agreement only after the City has satisfied all other obligations with respect to the use of sales tax revenues for bond repayment purposes. For the purposes of this Agreement, the terms "bonded indebtedness," "bonds," and similar terms describing the possible forms of indebtedness include all forms of indebtedness that may be incurred by the City, including, but not limited to, general obligation bonds, revenue bonds, revenue anticipation notes, tax increment notes, tax increment bonds, and all other forms of contractual indebtedness of whatsoever nature that is in any way secured or collateralized by sales and use tax revenues of the City.

12. Annual Appropriation. Nothing in this Agreement shall be deemed or construed as creating a multiple fiscal year obligation on the part of the City within the meaning of Colorado Constitution Article X, Section 20 or any other constitutional or statutory provision, and the City's obligations hereunder are expressly conditional upon annual appropriation by the City Council, in its sole discretion. Company understands and agrees that any decision of City Council to not appropriate funds for payment shall be without penalty or liability to the City and, further, shall not affect, impair, or invalidate any of the remaining terms or provisions of this Agreement.
13. Governing Law: Venue; Dispute Resolution. This Agreement shall be governed and construed in accordance with the laws of the State of Colorado. This Agreement shall be subject to, and construed in strict accordance with, the Louisville City Charter and the Louisville Municipal Code. 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 or jurisdiction. In the event of a dispute concerning any provision of this Agreement, the parties agree that prior to commencing any litigation, they shall first engage in good faith the services of a mutually acceptable, qualified, and experienced mediator, or panel of mediators for the purpose of resolving such dispute. In the event such dispute is not fully resolved by mediation or otherwise within 60 days of a request for mediation by either party, then either party, as their exclusive remedy, may commence binding arbitration regarding the dispute through Judicial Arbitration Group. Judgment on any arbitration award may be enforced in any court of competent jurisdiction.
14. Legal Challenge; Escrow. The City shall have no obligation to make any rebate payment hereunder during the pendency of any legal challenge to this Agreement. The parties covenant that neither will initiate any legal challenge to the validity or enforceability of this Agreement, and the parties will cooperate in defending the validity or enforceability of this Agreement against any challenge by any third party. Any funds appropriated for payment under this Agreement shall be escrowed in a separate City account in the event there is a legal challenge to this Agreement.
15. Assignment. This Agreement is personal to the Company and the Company may not assign any of the obligations, benefits or provisions of the Agreement in whole or in any part without the expressed written authorization of the City Council of the City. Any purported assignment, transfer, pledge, or encumbrance made without such prior written authorization shall be void.
16. No Joint Venture. Nothing in this Agreement is intended or shall be construed to create a joint venture between the City and the Company and

the City shall never be liable or responsible for any debt or obligation of Company.

This Agreement is enacted this _____ day of _____, 2020.

EMERGY, INC.
A Delaware corporation

CITY OF LOUISVILLE

By: _____
Tyler Huggins
CEO

Ashley Stolzmann
Mayor

ATTEST:

Meredyth Muth, City Clerk



CITY OF LOUISVILLE

749 Main Street, Louisville, CO 80027 (303) 335-4533

BUSINESS ASSISTANCE CRITERIA

The City of Louisville recognizes the value of providing business assistance to aid companies in locating to the City and to encourage substantial expansion of existing businesses, in keeping with the overall economic development objectives. Recognizing that each business may vary in the type of assistance needed and each situation may differ; staff customizes all business assistance to the needs of the company and/or situation. Listed below is the general criteria by which assistance may be determined for each prospect.

Business Assistance Criteria

- Brings high quality development
- Retains basic jobs to the City
- Retains existing sales tax to the City
- Draws NEW customers, and is not expected to draw a large percentage of its business from existing business
- Creates new sales tax to the City
- Utilizes an existing building(s)
- Complements existing Louisville businesses (i.e. a buyer or supplier that serves an existing business in the City)
- Brings new basic jobs to the City, with average salaries above the County's average wage
- Represents job diversity in industry sectors and is part of a growing industry
- Brings a new retail outlet or expands a current retail outlet
- Represents retail diversity
- Brings a value added result to the City or a development within the City (i.e. moves the company's corporate headquarters to the City)
- The amount of the business assistance is a percentage of new revenue created by the relocation of this company to the City of Louisville, or the retention and/or expansion of a company within Louisville.
- Business assistance generally will not be available for a move from one Louisville location to another.

Assistance Package Process

A company may request, or staff may offer, business assistance from the City of Louisville. Staff uses the criteria listed above to determine whether to offer assistance from the City to the project. The following procedure is generally used in the implementation of business assistance to a project:

- If the prospect does not meet the criteria above, any assistance discussion discontinues

- Discussions occur with the prospective business concerning any specific assistance needed in the early phases of the development
- A Business Assistance Request is completed and submitted by the company prior to a decision to locate in the City or to undertake substantial expansion (in the case of an existing business)
- The data from the business assistance form is analyzed by staff and a preliminary recommendation is made to the City Manager requesting assistance based upon income generation to the City, number of jobs, average salaries, job diversity, what direct and indirect benefits this company may bring to the City of Louisville, and consideration of the other criteria above. Staff will refer applicant to the preservation planner to determine actions related to the Historic Preservation Commission.
- Business Assistance may be in the form of building permit fee rebates, construction use tax rebates, and sales tax rebates (if applicable). All rebates will be based upon new dollars generated by the project at move-in and/or over the first 5 years of operation.
- Any sales tax business assistance is calculated on the City's 3.375% less the City's open space tax of .375%, unless the City considers a lesser amount to be appropriate.
- Following City Manager approval of an assistance offer, staff may follow either a one-step or two-step process.
 - One-Step: If the company agrees to use their name publicly, then staff prepares a business assistance agreement for formal Council consideration during a public meeting, or
 - Two-Step: If the company needs to remain confidential, then staff schedules a presentation before City Council to seek policy direction.
 - If Council's response is positive, staff prepares a letter to the project stating that the City is willing to offer a business assistance pending formal approval by City Council.
 - The company may go public with their announcement to relocate to the City or to substantially expand within the City.
 - Timed with the company's project nearing completion in the planning and/or building phase, staff recommends formal adoption of the business assistance. The timing of the formal adoption is used to ensure that the company has met the planning and development guidelines as outlined by the City.
 - At the time of formal adoption of the business assistance, Council authorizes the City Manager to fund and implement the Business Assistance Agreement. The agreement must be fully signed prior to any assistance.
- City staff monitors the completion of the agreement and makes sure all requirements of the agreement are met. Company provide assistance and information is needed to carry out the agreement.

Conclusion

The vast majority of businesses that locate to the City of Louisville do so without a formal business assistance offer. There are also other forms of assistance the prospect may take advantage of that are equally, if not more, beneficial to them. Most of these have to do with moving through the development process in a time sensitive manner. The City of Louisville believes assistance to be important in remaining competitive in attracting quality business and development to the City; and, it can be used as a tool in recruiting and retaining businesses to the City.

Using the criteria and procedures outlined in this memo, the City of Louisville will remain competitive, while safeguarding the funds used to assist prospects in their location decision.

Contact Information

For additional information on Louisville’s Business Assistance Program, please contact Economic Vitality Director Megan E. Pierce at 303.335.4531 or mpierce@louisvilleco.gov.



CITY OF LOUISVILLE

Office of Economic Vitality
749 Main Street, Louisville, CO 80027 303.335.4531

BUSINESS ASSISTANCE REQUEST

Please return the information requested and the answers to the questions below to Megan Pierce, Economic Vitality Director at mpierce@louisvilleco.gov.

Project Information:

- What is the name of the project?
- What is the location of the project?
- What is the size of the project?
- If new construction, what is the estimated building valuation (core and shell only) of the project?
- If this is tenant finish, what is the estimated tenant finish (not including furniture, fixtures, and equipment)?
- Is the project an expansion or a relocation of the current business?
- Will the project occupy existing space or construct a new space?
- When is a decision anticipated on the project location?
- When is construction anticipated to begin?
- When is construction anticipated to be completed?
- What other areas are being considered for this project?

Please give location addresses and available financial information to compare to the identified Louisville location.

Owner's Contact Information:

Name of Business

Business Address

Phone:

Fax:

Email:

President or CEO of the Business:

Name of the Applicant:

Employee and Payroll Information:

- What is the number of employees at move-in?
- What is the projected number of employees within the first five (5) years of operation?
- What is the annual payroll (not including benefits) at move-in?
- What is the annual payroll (not including benefits) within the first years of operation?
- What is the average job salary per year?

Company Profile:

- Describe what service or product your company provides
- Provide general background on the company
- Provide website information (if applicable)

Sales Tax Projections:

If this is a retail/commercial business, please complete the following:

- What are the gross retail sales projections in the first full year of operation?
- What are the gross retail sales projections in the first five years of operation, per year?

Business Assistance Package for Emergy, Inc. (DBA Emergy Foods)

Megan E. Pierce
Economic Vitality Director
June 2, 2020

Emergy, Inc.

- Emergy Foods is a spin-out of University of Colorado Boulder
- Start-up to manufacture alternative protein products that resemble whole cuts of meat
 - Have been developing underlying technology and a strong consumer brand
 - Now need manufacturing facility
- While based in Boulder they need to expand

Project Background



- Seeking to lease 40,000 square feet of space for their rapid expansion
 - Considering sites in Colorado Technology Center
- Also considering two other Colorado cities for this project location
- Project to employ 25 people at move-in and grow employee base to 85 people within 5 years
 - Average annual salary of \$102,000

Project Meets BAP Criteria



- Brings high quality development;
- Creates new jobs in the City, with average salaries above the County's average wage; and
- Represents job diversity in industry sectors and is part of a growing industry.

Proposed Assistance



- Proposed 50% rebate of Building Permit Fees and Construction Use Tax
 - Capped at \$46,000
- Proposed 40% rebate on new Consumer Use Tax, related to equipment and tangible good purchases for manufacturing and process facility
 - Capped at \$181,000
- Project must be completed by March 31, 2022
- Business must remain in Louisville for 7 years

Financial Impact



- Rebates for Building Permit Fees and Construction Use Tax total \$45,798.00, but are off-set by anticipated revenues of \$106,676.00
- Estimating just on the process equipment needed, the company could pay \$550,211.84 in Consumer Use Tax, of which the City would rebate \$180,891.56
- Total impact over two years: \$226,689.56

Action Requested



Adopt Resolution approving a Business
Assistance Package with
Emergy, Inc.

SUBJECT: RESOLUTION NO. 43, SERIES 2020 – A RESOLUTION APPROVING A BUSINESS ASSISTANCE AGREEMENT WITH LOXO ONCOLOGY, INC. FOR AN ECONOMIC DEVELOPMENT PROJECT IN THE CITY OF LOUISVILLE

DATE: JUNE 2, 2020

PRESENTED BY: MEGAN E. PIERCE, ECONOMIC VITALITY DIRECTOR

SUMMARY:

Staff requests City Council action on a proposed Business Assistance Package (BAP) for Loxo Oncology, Inc., which is seeking a location to expand and construct a new laboratory and office space and is considering sites in the City of Louisville.

DISCUSSION:

Loxo Oncology at Lilly was created in December 2019, combining the Lilly Research Laboratories oncology organization and Loxo Oncology, which was acquired by Lilly earlier that year. The company brings together the focus and spirit of a biotech firm with the scale and resources of large pharma—with a goal of rapidly delivering impactful new medicines for people with cancer. Loxo Oncology is a global organization with team members in Boulder, Colorado; Indianapolis, Indiana; New York City, New York; South San Francisco, California; Stamford, Connecticut; and Madrid, Spain. For more information about the company, please reference the Loxo Oncology website (<https://www.loxooncology.com/>).

Loxo Oncology approached staff with an application for business assistance as they consider two other potential sites for their expansion and development in the United States. They plan to construct an approximately 70,000 square foot facility which would include laboratory and office space. The company hopes to make a decision on site selection in June and to begin construction in 2020. They expect to complete their facility by Q3 2021 or earlier. Loxo Oncology currently employs 40 full-time equivalents in Boulder. Within two years, they would expect to employ over 100 full-time equivalents in Louisville. The average annual salary for positions is projected to be \$125,000, which is well above the Boulder County wage average.

The new construction of Loxo Oncology's facility is budgeted for \$17,412,500 and they also have estimated \$2,800,000 in tenant finishing costs (totaling \$20,212,500). The company will also make significant facility investments that include a fully developed lab, which is estimated to cost \$30,000,000 during the two-year buildout. These purchases would be subject to the City's 3% Consumer Use Tax. The company meets the general criteria by which assistance may be granted in accordance with the Business Assistance Policy in Section 3.24 of the Louisville Municipal Code. The City's

Business Assistance Program Criteria and Application are also attached as reference. The main criteria this project meets are:

- Brings high quality development;
- Complements existing Louisville businesses;
- Creates new jobs in the City, with average salaries above the County’s average wage; and
- Represents job diversity in industry sectors and is part of a growing industry.

Based on the estimates provided by Loxo Oncology’s application, Staff recommends a 50% rebate of the Building Permit Fees and Construction Use Tax, in addition to a 40% rebate of Consumer Use Tax on eligible purchases (for lab equipment and materials). As outlined in the attached Agreement, staff proposes the 50% rebates on Building Permit Fees and Construction Use Tax be capped at \$385,000 and the 40% rebate on Consumer Use Tax be capped at \$360,000. The assistance would be funded by Permit Fees, as well as Construction Use Tax and Consumer Use Tax revenues generated. Per our Criteria, the rebates exclude the City’s Open Space, Historic Preservation, and Recreation Center Taxes.

	Eligible project costs	\$ 20,212,500.00		
Building Permit Fee- 50%	Detail of Taxes	Amount Paid	Rebate %	Rebate Amount
	Combination Building	\$ 82,850.00	50%	\$ 41,425.00
	Plan Check Fees	\$ 53,852.50	50%	\$ 26,926.25
	Combination Electric	\$ 16,570.00	50%	\$ 8,285.00
	Combination Mechanical	\$ 8,285.00	50%	\$ 4,142.50
	Combination Plumbing	\$ 8,285.00	50%	\$ 4,142.50
	Subtotal	\$ 161,557.50		\$ 80,778.75

	Eligible project costs	\$ 20,212,500.00		
Construction Use Tax- 50%	Detail of Taxes	Amount Paid	Rebate %	Rebate Amount
	City Sales- 3%	\$ 606,375.00	50%	\$ 303,187.50
	Open Space- .375%	\$ 75,796.88		\$ -
	Historic Preservation- .125%	\$ 25,265.63		\$ -
	Recreation Center- .150%	\$ 30,318.75		\$ -
	Subtotal	\$ 737,756.25		\$ 303,187.50

Consumer Use/Sales Tax Rebate on Durable Goods- 40%				
	Detail of Taxes	Amount Paid	Rebate %	Rebate Amount
	City Sales- 3%	\$ 900,000.00	40%	\$ 360,000.00
	Open Space- .375%	\$ 112,500.00		
	Historic Preservation- .125%	\$ 37,500.00		
	Recreation Center- .150%	\$ 45,000.00		
	Subtotal	\$ 1,095,000.00		\$ 360,000.00

Based on estimates, the City will receive \$1,994,313.75 in new revenue from the fees and taxes (net \$1,250,347.50 after proposed rebates). In addition to the caps on rebates outlined above, the Agreement provides that rebates on Consumer Use Tax are limited to the two-year buildout period or the \$360,000, whichever occurs first. The Agreement is void if Loxo Oncology does not complete its project by January 1, 2022. If the business does not remain in Louisville for a period of ten (10) years, the Agreement provides for a percentage of rebates received to be repaid.

In 2019, the City approved four Business Assistance Agreements, including: JumpCloud, Inc.; Medtronic; 1882 Ventures, LLC; and Fresca Foods, Inc. In 2020, the City has approved the following Business Assistance Agreements to-date: Duda, Inc., Linmark, Inc. (Coal Creek Ace Hardware), Corvus Nidus, LLC (The Rose and Raven), and Forge Nano, Inc.

FISCAL IMPACT:

The net revenues anticipated equal \$1,250,347.50 with proposed rebates and fiscal impact of \$743,966.25 over a two-year period.

PROGRAM/SUB-PROGRAM IMPACT:

The recommended Business Assistance Agreement supports 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 City Council adopt the attached Resolution approving a Business Assistance Agreement with Loxo Oncology, Inc.

ATTACHMENTS:

1. Resolution Approving Business Assistance Agreement
2. Business Assistance Agreement
3. Business Assistance Program Criteria and Application
4. Presentation

STRATEGIC PLAN IMPACT:

<input checked="" type="checkbox"/>	 Financial Stewardship & Asset Management	<input type="checkbox"/>	 Reliable Core Services
<input checked="" type="checkbox"/>	 Vibrant Economic Climate	<input type="checkbox"/>	 Quality Programs & Amenities
<input type="checkbox"/>	 Engaged Community	<input type="checkbox"/>	 Healthy Workforce
<input type="checkbox"/>	 Supportive Technology	<input type="checkbox"/>	 Collaborative Regional Partner

**RESOLUTION NO. 43
SERIES 2020**

**A RESOLUTION APPROVING A BUSINESS ASSISTANCE AGREEMENT
WITH LOXO ONCOLOGY, INC. FOR AN ECONOMIC DEVELOPMENT
PROJECT IN THE CITY OF LOUISVILLE**

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

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

WHEREAS, Loxo Oncology, Inc. is seeking to construct a new laboratory and office space to employ over 100 people and is considering Louisville as a potential location in its site search; and

WHEREAS, the Business Assistance Agreement between the City and Loxo Oncology, Inc. is attached hereto as Exhibit "A" and incorporated herein by this reference; and

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

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

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

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

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

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

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

PASSED AND ADOPTED this 2nd day of June, 2020.

Ashley Stolzmann, Mayor

ATTEST:

Meredyth Muth, City Clerk

EXHIBIT A

Copy of Business Assistance Agreement

**BUSINESS ASSISTANCE AGREEMENT FOR
LOXO ONCOLOGY, INC. IN THE CITY OF LOUISVILLE**

THIS AGREEMENT ("Agreement") is made and entered into as of the _____ day of _____, 2020, between the CITY OF LOUISVILLE, a Colorado home rule municipal corporation (the "City"), and LOXO ONCOLOGY, INC. (the "Company"), a Delaware corporation.

WHEREAS, the City wishes to provide certain business assistance in connection with the Company's expansion (the "Project"), for which Louisville, Colorado is being considered (the "Project Location"); and

WHEREAS, the Company is seeking approximately 70,000 square feet at a site to be determined in order to construct laboratory and office space; and

WHEREAS, the Company expects to employ over 100 full-time equivalent employees at the Project space within two years of build-out; and

WHEREAS, the Company not only plans to construct a new building but also to make significant capital and equipment purchases that will be subject to the City's Use Tax; and

WHEREAS, the Company plans to make a decision on the selected location in June 2020 and then break ground the same year; and

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

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

1. Building Permit Fee Rebates. The City shall rebate to the Company 50% of the building related permit fees for the Project, required under Louisville Municipal Code, section 15.04.050 and section 108.2 of the International Building Code as adopted by the City, for the period from execution of this Agreement and ending January 1, 2022.
2. Use Tax Rebate-Construction. The City shall rebate to the Company 50% of the Construction Use Tax on the construction materials for the Project, required under Louisville Municipal Code, section 3.20.300, excluding all revenues from the Open Space Tax, Historic Preservation Tax, and Recreation Center Tax for the Project, for the period from execution of this Agreement and ending January 1, 2022.

3. Use Tax Rebate – Tangible Goods. For tangible good purchases related to equipment and build-out of a laboratory facility that are made by Company between January 1, 2021 and December 31, 2022 and to the extent that such purchases are for the Company's expansion of operations and used in Louisville, the City shall rebate to Company 40% of the Use Tax paid and collected on tangible goods purchased as required under Louisville Municipal Code, section 3.20.300, excluding all tax revenues from the Open Space Tax, Historic Preservation Tax, and Recreation Center Tax. No rebate shall be issued for goods purchased prior to January 1, 2021. Only those tangible goods purchased by Company for Company's expansion of operations and use at the planned laboratory at the Company location in the City of Louisville shall qualify for rebate consideration.

4. Payment of Rebates; Cap; Inspection. The maximum amount of the rebates payable pursuant to Sections 1 and 2 above shall in no event exceed the calculation of 50% of the fees or taxes described in Sections 1 and 2 paid to the City and a not to exceed cap of three hundred and eighty-five thousand dollars (\$385,000). The maximum amount of the rebates payable pursuant to Section 3 above shall in no event exceed the calculation of 40% of the taxes described in Section 3 above; provided, further that the total maximum amount of rebates payable pursuant to Section 3 shall in no event exceed three hundred and sixty thousand dollars (\$360,000). Use Tax rebates pursuant to Section 3 shall terminate when the Company has received from the City the last rebate payment under this Agreement for the two-year rebate period or when the Company has received \$360,000 in rebate payments, whichever first occurs. The building permit fee and construction use tax rebates in Sections 1 and 2 pertaining to each phase of the Project shall be paid by the City to Company within 120 days following issuance of the certificate of occupancy or final inspection for the applicable portion of the Project work, as reasonably determined by the City, subject to Sections 5 and 6 below. The Use Tax rebate provided for in Section 3 above shall be paid by the City to Company in annual installments, on or before February 28 of the following year. At the end of each month, on or before the 20th of the following month, the Company shall be responsible to remit to the City its total monthly Sales/Use Tax payment on the appropriate Sales/Use Tax return form. All rebate payments will be remitted by the City to the Company at the address set forth in Section 8.

5. No Interest; Inspection and Disclosure of Records. No interest shall be paid on any amounts subject to rebate under this Agreement. Each party and its agents shall have the right to inspect and audit the applicable records of the other party to verify the amount of any payment under this Agreement, and each party shall cooperate and take such actions as may be necessary to allow such inspections and audits. The Company acknowledges that implementation of this Agreement requires calculations

based on the amount of taxes collected and paid by the Company with respect to the term of this Agreement and issuance of rebate payment checks in amounts determined pursuant to this Agreement, and that the amounts of the rebate payment checks will be public information. The Company, for itself, its successors, assigns, and affiliated entities, hereby releases and agrees to hold harmless the City and its officers and employees from any and all liability, claims, demands, and expenses in any manner connected with any dissemination of information necessary for or generated in connection with the implementation of rebate provisions of this Agreement.

6. Use of Funds; Future Fees. Funds rebated to the Company pursuant to this Agreement shall be used by the Company solely for obligations and/or improvements permitted under Louisville Municipal Code section 3.24.060 (as enacted by Ordinance No. 1507, Series 2007), which includes, but is not limited to, expansion or creation of jobs in the City. The rebates provided for under this Agreement are solely for construction activities and purchases for the Project during the periods stated in Sections 1-3, above. Any previous or subsequent purchases and construction activities shall be subject to payment without rebate of all applicable building permit fees and construction use taxes.
7. Effect of Change in Tax Rate. Any increase or decrease in the City General Sales, Construction Use, or Consumer Use Tax rate above or below the applicable tax rate on the date of execution of this Agreement shall not affect the rebate payments to be made pursuant to this Agreement; rather, the amount of the rebate payments will continue to be based upon the General Sales, Construction Use, or Consumer Use Tax rates applicable on the date of execution of this Agreement (excluding the City's 0.375% Open Space Tax, 0.125% Historic Preservation Tax, and 0.150% Recreation Center Tax). Any decrease in the City General Sales, Construction Use, or Consumer Use Tax rates shall cause the amount of the rebate payments made pursuant to this Agreement to be based on the applicable percentage of revenues actually received by the City from application of the tax rate affected (excluding said Open Space, Historic Preservation, Recreation Center or future special Sales or Use taxes).
8. Entire Agreement; Notices. This instrument shall constitute the entire agreement between the City and the Company and supersedes any prior agreements between the parties and their agents or representatives, all of which are merged into and revoked by this Agreement with respect to its subject matter. Contact information is as follows:

If to Company:

Loxo Oncology, Inc.

Attn: Josh Bauer, Senior Director-IT & Facilities

281 Tresser Blvd, 9th Floor

Stamford, CT 06901

203.998.0788
jbauer@loxooncology.com

If to City:

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

9. Termination. This Agreement shall terminate and become void and of no force or effect upon the City if, by January 1, 2022, the Company has not completed the Project as described in the Company's application for business assistance (as evidenced by a successful final inspection for the Project); or should fail to comply with any City code.
10. Business Termination. In the event the Company, and/or its successors and assigns, ceases business operations in the City within ten (10) after the Certificate of Occupancy has been received for the Project, then in such event the Company shall pay to the City a portion of the total amount of Building Permit Fees, Construction Use Taxes, and Consumer Use Taxes which were due and payable by the Company to the City but were rebated by the City. For each full year that the Company, and/or its successors and assigns, cease operations at the Project Location, the City shall receive back 10% of the foregoing amounts.
11. Subordination. The City's obligations pursuant to this Agreement are subordinate to the City's obligations for the repayment of any current or future bonded indebtedness and are contingent upon the existence of a surplus in sales and use tax revenues in excess of the sales and use tax revenues necessary to meet such existing or future bond indebtedness. The City shall meet its obligations under this Agreement only after the City has satisfied all other obligations with respect to the use of sales tax revenues for bond repayment purposes. For the purposes of this Agreement, the terms "bonded indebtedness," "bonds," and similar terms describing the possible forms of indebtedness include all forms of indebtedness that may be incurred by the City, including, but not limited to, general obligation bonds, revenue bonds, revenue anticipation notes, tax increment notes, tax increment bonds, and all other forms of contractual indebtedness of whatsoever nature that is in any way secured or collateralized by sales and use tax revenues of the City.
12. Annual Appropriation. Nothing in this Agreement shall be deemed or construed as creating a multiple fiscal year obligation on the part of the City within the meaning of Colorado Constitution Article X, Section 20 or any other constitutional or statutory provision, and the City's obligations

hereunder are expressly conditional upon annual appropriation by the City Council, in its sole discretion. Company understands and agrees that any decision of City Council to not appropriate funds for payment shall be without penalty or liability to the City and, further, shall not affect, impair, or invalidate any of the remaining terms or provisions of this Agreement.

13. Governing Law: Venue; Dispute Resolution. This Agreement shall be governed and construed in accordance with the laws of the State of Colorado. This Agreement shall be subject to, and construed in strict accordance with, the Louisville City Charter and the Louisville Municipal Code. 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 or jurisdiction. In the event of a dispute concerning any provision of this Agreement, the parties agree that prior to commencing any litigation, they shall first engage in good faith the services of a mutually acceptable, qualified, and experienced mediator, or panel of mediators for the purpose of resolving such dispute. In the event such dispute is not fully resolved by mediation or otherwise within 60 days of a request for mediation by either party, then either party, as their exclusive remedy, may commence binding arbitration regarding the dispute through Judicial Arbiter Group. Judgment on any arbitration award may be enforced in any court of competent jurisdiction.
14. Legal Challenge; Escrow. The City shall have no obligation to make any rebate payment hereunder during the pendency of any legal challenge to this Agreement. The parties covenant that neither will initiate any legal challenge to the validity or enforceability of this Agreement, and the parties will cooperate in defending the validity or enforceability of this Agreement against any challenge by any third party. Any funds appropriated for payment under this Agreement shall be escrowed in a separate City account in the event there is a legal challenge to this Agreement.
15. Assignment. This Agreement is personal to the Company and the Company may not assign any of the obligations, benefits or provisions of the Agreement in whole or in any part without the expressed written authorization of the City Council of the City. Any purported assignment, transfer, pledge, or encumbrance made without such prior written authorization shall be void.
16. No Joint Venture. Nothing in this Agreement is intended or shall be construed to create a joint venture between the City and the Company and the City shall never be liable or responsible for any debt or obligation of Company.

This Agreement is enacted this _____ day of _____, 2020.

LOXO ONCOLOGY, INC.
A Delaware corporation

CITY OF LOUISVILLE

By: _____
Josh Bauer
Senior Director – IT & Facilities

Ashley Stolzmann
Mayor

ATTEST:

Meredyth Muth, City Clerk



CITY OF LOUISVILLE

749 Main Street, Louisville, CO 80027 (303) 335-4533

BUSINESS ASSISTANCE CRITERIA

The City of Louisville recognizes the value of providing business assistance to aid companies in locating to the City and to encourage substantial expansion of existing businesses, in keeping with the overall economic development objectives. Recognizing that each business may vary in the type of assistance needed and each situation may differ; staff customizes all business assistance to the needs of the company and/or situation. Listed below is the general criteria by which assistance may be determined for each prospect.

Business Assistance Criteria

- Brings high quality development
- Retains basic jobs to the City
- Retains existing sales tax to the City
- Draws NEW customers, and is not expected to draw a large percentage of its business from existing business
- Creates new sales tax to the City
- Utilizes an existing building(s)
- Complements existing Louisville businesses (i.e. a buyer or supplier that serves an existing business in the City)
- Brings new basic jobs to the City, with average salaries above the County's average wage
- Represents job diversity in industry sectors and is part of a growing industry
- Brings a new retail outlet or expands a current retail outlet
- Represents retail diversity
- Brings a value added result to the City or a development within the City (i.e. moves the company's corporate headquarters to the City)
- The amount of the business assistance is a percentage of new revenue created by the relocation of this company to the City of Louisville, or the retention and/or expansion of a company within Louisville.
- Business assistance generally will not be available for a move from one Louisville location to another.

Assistance Package Process

A company may request, or staff may offer, business assistance from the City of Louisville. Staff uses the criteria listed above to determine whether to offer assistance from the City to the project. The following procedure is generally used in the implementation of business assistance to a project:

- If the prospect does not meet the criteria above, any assistance discussion discontinues

- Discussions occur with the prospective business concerning any specific assistance needed in the early phases of the development
- A Business Assistance Request is completed and submitted by the company prior to a decision to locate in the City or to undertake substantial expansion (in the case of an existing business)
- The data from the business assistance form is analyzed by staff and a preliminary recommendation is made to the City Manager requesting assistance based upon income generation to the City, number of jobs, average salaries, job diversity, what direct and indirect benefits this company may bring to the City of Louisville, and consideration of the other criteria above. Staff will refer applicant to the preservation planner to determine actions related to the Historic Preservation Commission.
- Business Assistance may be in the form of building permit fee rebates, construction use tax rebates, and sales tax rebates (if applicable). All rebates will be based upon new dollars generated by the project at move-in and/or over the first 5 years of operation.
- Any sales tax business assistance is calculated on the City's 3.375% less the City's open space tax of .375%, unless the City considers a lesser amount to be appropriate.
- Following City Manager approval of an assistance offer, staff may follow either a one-step or two-step process.
 - One-Step: If the company agrees to use their name publicly, then staff prepares a business assistance agreement for formal Council consideration during a public meeting, or
 - Two-Step: If the company needs to remain confidential, then staff schedules a presentation before City Council to seek policy direction.
 - If Council's response is positive, staff prepares a letter to the project stating that the City is willing to offer a business assistance pending formal approval by City Council.
 - The company may go public with their announcement to relocate to the City or to substantially expand within the City.
 - Timed with the company's project nearing completion in the planning and/or building phase, staff recommends formal adoption of the business assistance. The timing of the formal adoption is used to ensure that the company has met the planning and development guidelines as outlined by the City.
 - At the time of formal adoption of the business assistance, Council authorizes the City Manager to fund and implement the Business Assistance Agreement. The agreement must be fully signed prior to any assistance.
- City staff monitors the completion of the agreement and makes sure all requirements of the agreement are met. Company provide assistance and information is needed to carry out the agreement.

Conclusion

The vast majority of businesses that locate to the City of Louisville do so without a formal business assistance offer. There are also other forms of assistance the prospect may take advantage of that are equally, if not more, beneficial to them. Most of these have to do with moving through the development process in a time sensitive manner. The City of Louisville believes assistance to be important in remaining competitive in attracting quality business and development to the City; and, it can be used as a tool in recruiting and retaining businesses to the City.

Using the criteria and procedures outlined in this memo, the City of Louisville will remain competitive, while safeguarding the funds used to assist prospects in their location decision.

Contact Information

For additional information on Louisville’s Business Assistance Program, please contact Economic Vitality Director Megan E. Pierce at 303.335.4531 or mpierce@louisvilleco.gov.



CITY OF LOUISVILLE

Office of Economic Vitality
749 Main Street, Louisville, CO 80027 303.335.4531

BUSINESS ASSISTANCE REQUEST

Please return the information requested and the answers to the questions below to Megan Pierce, Economic Vitality Director at mpierce@louisvilleco.gov.

Project Information:

- What is the name of the project?
- What is the location of the project?
- What is the size of the project?
- If new construction, what is the estimated building valuation (core and shell only) of the project?
- If this is tenant finish, what is the estimated tenant finish (not including furniture, fixtures, and equipment)?
- Is the project an expansion or a relocation of the current business?
- Will the project occupy existing space or construct a new space?
- When is a decision anticipated on the project location?
- When is construction anticipated to begin?
- When is construction anticipated to be completed?
- What other areas are being considered for this project?

Please give location addresses and available financial information to compare to the identified Louisville location.

Owner's Contact Information:

Name of Business

Business Address

Phone:

Fax:

Email:

President or CEO of the Business:

Name of the Applicant:

Employee and Payroll Information:

- What is the number of employees at move-in?
- What is the projected number of employees within the first five (5) years of operation?
- What is the annual payroll (not including benefits) at move-in?
- What is the annual payroll (not including benefits) within the first years of operation?
- What is the average job salary per year?

Company Profile:

- Describe what service or product your company provides
- Provide general background on the company
- Provide website information (if applicable)

Sales Tax Projections:

If this is a retail/commercial business, please complete the following:

- What are the gross retail sales projections in the first full year of operation?
- What are the gross retail sales projections in the first five years of operation, per year?

Business Assistance Package for Loxo Oncology, Inc.

Megan E. Pierce
Economic Vitality Director
June 2, 2020

Loxo Oncology, Inc.

- Loxo Oncology at Lilly was created in December 2019 and is a biotech and pharma firm developing new medicines for people with cancer
 - Company acquired by Lilly in early 2019
- They are a global organization, currently with some employees in Boulder, that is seeking a site for a new laboratory and office

Project Background



- Seeking to construct 70,000 square foot facility for laboratory and office
- Project to employ over 100 FTEs within two years at the selected site
 - Average annual salary of \$125,000
- Company is currently considering two other sites in their nationwide selection process
 - Anticipate a decision in June

Project Meets BAP Criteria



- Brings high quality development;
- Complements existing Louisville businesses;
- Creates new jobs in the City, with average salaries above the County's average wage; and
- Represents job diversity in industry sectors and is part of a growing industry.

Proposed Assistance



- Proposed 50% rebate of Building Permit Fees and Construction Use Tax
 - Capped at \$385,000
- Proposed 40% rebate on new Consumer Use Tax, related to equipment and tangible good purchases for the lab facility
 - Capped at \$360,000
- Project must be completed by January 1, 2022
- Business must remain in Louisville for 10 years

Financial Impact



- Rebates for Building Permit Fees and Construction Use Tax total \$383,966.25, but are off-set by anticipated revenues of \$899,313.75
- Estimating just on the lab equipment and development alone, the company could pay \$1,095,000 in Consumer Use Tax, of which the City would rebate \$360,000
- Total impact over two years: \$743,966.25

Action Requested



Adopt Resolution approving a Business
Assistance Package with
Loxo Oncology, Inc.

SUBJECT: RESOLUTION NO. 45, SERIES 2020 – A RESOLUTION AMENDING THE 2020 BUDGET BY AMENDING APPROPRIATIONS IN THE GENERAL FUND, OPEN SPACE & PARKS FUND, CONSERVATION TRUST – LOTTERY FUND, CEMETERY FUND, HISTORIC PRESERVATION FUND, RECREATION FUND, CAPITAL PROJECTS FUND, WATER UTILITY FUND, WASTEWATER UTILITY FUND, STORM WATER UTILITY FUND, AND GOLF COURSE FUND FOR CARRY FORWARD OF APPROPRIATIONS AND ADDITIONAL APPROPRIATIONS WITHIN SUCH FUNDS AND ADJUSTING BUDGETED REVENUE IN THE GENERAL FUND, OPEN SPACE & PARKS FUND, AND CAPITAL PROJECTS FUND – PUBLIC HEARING (advertised *Daily Camera* 05/29/2020)

DATE: JUNE 2, 2020

PRESENTED BY: KEVIN WATSON, FINANCE

SUMMARY:

The attached resolution proposes amendments to the City's 2020 Operating & Capital Budget. Staff requests amendments to:

1. Carry-forward unused appropriations from 2019 to 2020 for projects that Council approved for 2019 but, for various reasons, staff needed to extend work on the projects or purchases into 2020. Staff requests the unspent budgets for projects not completed or equipment not purchased in 2019 be added to the current 2020 budget. The total amount of this portion of the expenditure amendment is +\$16,057,580.
2. Adopt other operating and capital adjustments to the 2020 expenditure budget for items that staff did not anticipate, or were not measureable, at the time Council adopted the original 2020 budget last November. The total amount of this portion of the expenditure amendment is +\$1,040,080.
3. Adjust the revenue budget for delayed grants on delayed projects, for new revenue estimates, and for new revenue sources that staff did not anticipate, or were not measureable, at the time Council adopted the original 2020 budget last November. The net amount of the revenue adjustments is +\$3,735,260.

State law requires a public hearing to amend the budget. Staff published a notice of the public hearing as required by law.

The Finance Committee reviewed and approved the proposed amendment.

The budget amendment is shown by account detail and subtotaled by fund in Appendices A, B, and C to the Resolution. The following discussion includes departmental narratives for each account, or related group of accounts.

General Expenditure Amendments – A Consolidation of the Carry Forward of Unused Appropriations Amendments (Appendix A** to the Resolution) and the Additional Adjustments to 2020 Appropriations Amendments (**Appendix B** to the Resolution).**

101121-538420 Contributions & Grants (+\$9,000)

Increase 2020 grant to Sister Carmen from \$9,000 to \$18,000.

101121-538470 Contributions & Grants (+\$350,000)

To appropriate funds for the Emergency Solutions Grant. This will be partially offset by a contribution of \$100,000 from the Urban Revitalization District.

101121-540910 Professional Services – Consulting (+\$20,000)

Additional funding to support the continuation of work with an aviation consultant to implement noise mitigation efforts related to Rocky Mountain Metropolitan Airport.

101141-540910 Professional Services – Consulting (+\$8,160)

Carry-forward of funding to support the KPI refinement process currently underway.

101144-530320 Website Maintenance (+\$10,430)

Carry forward of funding to complete website redesign project.

101172-532230 Dues/Subscriptions/Books (+\$3,200)

Adjust to include add Domain Name & SSL Certificate Renewals.

101172-522500 Non-Capital Furniture/Equipment/Tools (+\$5,750)

Carry forward and adjust to complete construction started in 2019 and completed in January of 2020.

101172-521200 Non-Capital Computer Hardware (+\$12,750)

Adjust to add credit card chip readers for cashiering & Executime payroll time clocks for timekeeping.

101172-540170 Professional Services – Information Systems (+\$6,050)

Carry forward and adjust to include Ocx/Mitel Telephone Software System Upgrade Engagement.

101172-521110 Software Subscriptions & Maintenance Fees (+\$8,850)

Carry forward for Office 365 G1 cloud licensing.

101431-550140 Parts/Repairs/Maintenance - Painting (+\$120,000)

This carryforward represents funding for painting rusting traffic signals, bridge railings, and street lights. Funds were not expended due to staffing shortages in 2019 related to health and turnover.

101446-534100 Utility Services – Clean Energy (\$37,000)

Additional funding to cover the cost of purchasing 100% renewable for municipal facilities from Xcel energy.

101530-540480 Professional Services - Microfilming (+\$40,000)

Carryforward partial funding for completion of scanning project for Planning and Building services files into Laserfiche.

101730-530820 Arts Opportunity Programming (+\$24,580)

Funding for public art.

201511-630131 Recycling Cans for Park Sites (-\$10,000)

301103-630131 Recycling Cans for Park Sites (-\$5,000)

Reduction in budget for recycling/composting cans in Parks and Golf Course as all feasible locations have been supplied with recycling/composting cans.

201511-630132 Enhance BMX Track at Community Park (+\$11,000)

These funds are needed to close out the not to exceed contract amount for engineering design for this project. A CIP request for construction will be included in the 2021-22 budget process for consideration.

201511-630133 Freeze-Resistant Drinking Fountains (+\$8,000)

This project has been included in the Heritage Park Restroom renovation project, but costs will be allocated to this account.

201511-630135 Cottonwood Park Development (-\$216,000)

Project deleted from 2020 budget.

201522-660015 Fishing Pond Dredging Master Plan (-\$35,000)

Project deleted from 2020 budget.

201528-660015 Open Space & Parks Signs (-\$120,000)

Project deleted from 2020 budget.

201528-660067\ Hwy 42 Multi-use Underpass (+\$1,559,740)

This carry forward represents funding for construction that is currently in progress and anticipated to be complete in Summer 2020.

202511-630048 Playgrounds (+\$139,680)

301511-630048 Playgrounds (+\$34,500)

The funds are needed to complete the playground replacement project that is currently underway at Elephant Park and Keith Helart Park. This project is anticipated to be completed by the end of May, 2020.

204752-547000 Professional Services - Mowing (+\$33,000)

Amendment is need to cover the contract expenses related to the City's mowing contract. Increased costs are associated with the implementation of organic herbicides.

207542-620109 Miners' Cabins Relocation (+\$208,000)

Carry forward to complete relocation and rehabilitation of Miners Cabins (Trott/Downer Cabins) at Miner's Field.

207542-620113 Historical Museum Structural Work (+\$60,850)

301552-620113 Historical Museum Structural Work (+\$60,620)

The 2017 Historic Structure Assessment identified deficiencies in the buildings on the museum campus that still need to be addressed. In addition, while the roofs were evaluated as in fair to good condition in 2017 hail damage necessitates replacing the roofs on all of the historic structures. The Jordinelli House roof was replaced, but the wrong shingles were applied. These need to be replaced with more historically accurate cedar shingles. In addition, new gutters are needed and staff has requested the shingles be treated with a fire retardant to reduce risk of fire on the museum campus. These changes were not covered by insurance.

208538-630153 Cleo Dugout Roof (+\$22,530)

Carry forward request is needed to complete the roof replacement project that is currently under contract and expected to begin in May, 2020.

301103-660025 Decorative Streetlight LED Conversion (-\$135,000)

Project postponed due to budget impact from COVID - will revisit during 21/22 budget discussions.

301103-640030 Electric Vehicle Charging Station (+\$12,000)

Additional funding to support an EV charging station at Coal Creek Golf Course. Expect to receive grant funds from RAQC & other funding assistance from Xcel.

301173-650035 ERP System (+\$50,930)

Carry forward to finish Tyler Executime electronic timesheets and Utility Billing modules.

301173-650099 Storage, Server, & Backup Refresh (+\$10,680)

Adjust to include additional Microsoft Server Licensing for disaster recovery and fail-over site.

301173-660258 Middle Mile Fiber (+\$164,110)

Carry forward to complete analysis, documentation and master planning.

SUBJECT: RESOLUTION NO. 45, SERIES 2020

DATE: JUNE 2, 2020

PAGE 5 OF 12

301211-620116 Police Department Basement Restrooms & Lockers (+\$282,500)

Pre-bid estimates received last week require an additional \$100,000 for this item, in addition to the carryover above. This will be reflected in a future budget amendment. Staff is also pursuing grant funds for this project and/or the additional cost above previous budgeted allocations.

301211-620118 Police Department Basement Sleep Room (+\$27,000)

Plans and pre-bid estimates are expected no later than Thursday, May 14th, and will be presented to City Council at the June 3rd Meeting.

301211-620125 Police Department Lobby Security Glass (+\$5,000)

Security glass for both Police Records and Court has been installed. Microphone system for talking on either side of the glass still needs to be paid for and installed.

301211-640024 LTE D-Block Radio Program (+\$11,100)

These funds will allow the continued build-out of the city's 95th Street Radio Tower. This tower serves as the main transmitter location for the city's FM Radio Station, and contains some infrastructure for the country-wide VHF System.

301211-640106 Body Cams (+\$75,000)

This amount represents our first year payment for our 7 year agreement with our new Body-cam Vendor, UTILITY.

301211-640124 Handheld Portable Radios (+\$304,870)

Most Boulder County Law Enforcement and Fire Agencies are going to a 700-800 radio system (including Louisville Fire), and these funds will allow for the replacement of the Department's existing VHF Radios. Number includes car and portable radios for Police, Code and Rangers.

301211-650027 Toughbooks, Printers, & Docking Stations (+\$8,000)

These funds allow for needed replacements of our in-car computers.

301211-650089 Police/Courts Records Management Systems (+\$160,960)

This system is up and running with the court system to follow. We are also in the process of implementing an electronic ticketing system.

301219-620120 Police Department Electrical Work (+\$25,000)

Plans and pre-bid estimates are expected no later than Thursday, May 14th, and will be presented to City Council at the June 3rd Meeting.

301219-660276 Police Department Concrete Replacement (+\$41,880)

This carry forward represents funding for final payment of completed construction work.

301311-630138 Bus Stop Improvements (+\$157,000)

Carry forward to install multiple bust stop improvements, including benches, bicycle racks, trash cans and ADA accessible boarding and alighting pads. Boulder County contributing \$30,000 to project.

301311-660202 Railroad Quiet Zones (+3,274,020)

This carry forward represents funding to construct Quiet Zones at South Boulder, Griffith, Pine, and Dillon. Construction has been delayed due to ongoing legal issues with the railroad through the Public Utilities Commission approval process.

301312-630141 ADA Parking Improvements (+\$13,650)

This carryforward represents funding for installation of ADA Parking spots in Downtown Louisville. Some locations were installed, however, not all funds were expended due to staffing shortages in 2019 related to health and turnover.

301312-630144 Transportation Master Plan (+\$423,560)

On March 31, 2020 City Council approved the 2020 project plan for the Transportation Master Plan funding. The 2020 projects will be funded with \$3 million in budgeted CIP funds for TMP projects in 2020, combined with this \$423,560 carryforward from the 2019 TMP budget.

301312-640001 Machinery & Equipment (+\$3,030)

301553-640001 Machinery & Equipment (+\$3,030)

501498-640001 Machinery & Equipment (+\$4,600)

502498-640001 Machinery & Equipment (+\$4,600)

503499-640001 Machinery & Equipment (+\$1,570)

This carry forward represents funding for final payment of completed equipment procurement at the end of 2019.

301312-660012 Pavement Booster Program (+\$609,750)

This carry forward represents funding for final payment of completed construction work and unspent funds from 2019 applied to 2020 paving work.

301312-660022 Concrete Replacement (+\$15,120)

This carry forward represents funding for final payment of completed construction work.

301312-660064 Bridge Inspection Follow-up Repairs (+\$30,000)

This carry forward represents funding for minor bridge repairs as follow-up from CDOT Bridge inspections. Funds were not expended due to staffing shortages in 2019 related to health and turnover.

301312-660068 South Street Underpass (+\$163,500)

301528-660068 South Street Underpass (+\$71,890)

This carry forward represents funding for final payment of completed construction work that required corrective action and extended warranties to the City by the Contractor.

301312-660079 SH42 Short Intersection Design (+\$131,430)

This carry forward represents funding for construction that is currently in progress and anticipated to be complete in Summer 2020.

301312-660222 SH42 Short Intersection Construction (+\$2,863,480)

This carry forward represents funding for construction that is currently in progress and anticipated to be complete in Summer 2020.

301312-660256 Downtown Ornamental Light Replacement (+\$70,000)

Carryforward from 2019 to replace downtown streetlight poles and convert fixtures to LED. LRC funds will cover project costs.

301313-630140 Downtown Tree Grate Conduit Replacement (-\$28,000)

This carry forward represents deletion of funding due the project being deprioritized.

301313-630145 Subdivision Entry landscape Improvements (-\$57,000)

Project deleted from 2020 budget.

301313-660103 Median Improvements (-\$275,000)

Due to the current economic conditions this project was cancelled and will be reevaluated in the future.

301313-660226 Downtown Clay/Concrete Paver Replacement (-\$110,000)

This carry forward represents deletion of funding due the project being deprioritized.

301313-660254 Utility Undergrounding (+\$717,000)

Carryforward from 2019 to bury utility lines along Griffith and State Highway 42. Xcel 1% fund and LRC funds will cover project costs.

301511-630067 Heritage Restroom Renovation (-\$69,000)

Amended budget request is based on actual contract amount with contingency. This project is under contract and expected to begin in May, 2020.

301552-620097 Historical Museum Campus (-\$135,400)

Remove remaining unspent budget – project deleted

301552-620038 Museum Campus Building Improvements (+\$21,640)

These funds will be used to ensure the roofing on all Museum campus buildings is replaced with historically accurate cedar shingles, the gutters on the Jordinelli House are replaced with new historically accurate gutters and the shingles on all buildings are fire-retardant. In addition, there continue to be repairs identified in the Historic Structure assessment that have yet to be completed. These will be prioritized, and addressed with remaining funds.

301553-620114 Center for the Arts Restoration (+\$46,620)

Carryforward from 2019 to complete drainage improvements.

301553-630136 Community Park Stage Improvements (+\$15,000)
Carryforward from 2019 to purchase mobile stage.

501462-540900 Professional Services – Consulting (+\$20,670)
This carry forward represents funding for final payment of a completed Water Loss Analysis Study.

501463-540910 Professional Services – Consulting (+\$5,750)
This carry forward represents funding for water leak detection services that the vendor did not complete at the end of 2019 and are scheduled for completion in 2020.

501498-640045 Meters (+\$44,280)
This funding represents reconciliation of the 2020 Budget to reflect real time meter reading pilot program approved by City Council in 2019.

501498-660182 Water Line Replacement (+\$256,440)
This carry forward represents funding for final payment of completed construction work.

501498-660205 PRV Replacement (+\$75,000)
This carryforward represents funding for update and refurbishment of two critical pressure regulating valves and vaults between water pressure zones in the City. One of two locations have been improved. Funds for the remaining location were not expended due to staffing shortages in 2019 related to health and turnover.

501498-660237 Water Tank Internal Structure Maintenance (+\$81,890)
This carry forward represents funding for assessment and evaluation that is in progress of the City's concrete potable water storage tanks.

501498-660259 Fluoride Equipment Replacement (+\$92,950)
This carry forward represents funding for design that is in progress for Fluoride equipment replacement at the water treatment facilities. Final Design will be completed and cost estimates will be presented to the Utility Committee for consideration. The aged equipment has become so outdated that it is unreliable and staff had to find the last part replacement on Ebay due to no vendor support.

501499-640116 Water Plants Disinfection Evaluation (+\$273,710)
This carry forward represents funding for final payment of completed construction work.

501499-660190 NCWCD – Windy Gap Firming (+\$1,753,000)
This carry forward represents funding for a planned cash down payment of the Windy Gap Firming construction.

501499-660211 Howard Diversion Upgrades (+\$125,830)

This carry forward represents funding for improvements to one of the City's diversion structures for water rights. Funds were not expended due to challenges and delays incurred from permitting and additional unforeseen requirements of Boulder County.

501499-660212 SCWTP Recycle Pond Maintenance (+\$29,000)

This carry forward represents funding for design and cost estimation that is in progress of improvements for the backwash recycle water pond at the SCWTP. The backwash pond catches site stormwater which should be corrected. In addition, the backwash pond is too small for maximum capacity operations and limits water treatment capabilities. Cost Estimates will be discussed with the Utility Committee for consideration in the CIP Program.

501499-660232 Centennial/McCaslin High Zone Water (+\$22,230)

This carry forward represents funding for final payment of completed construction work.

501499-660236 SBR Ditch Lining (+\$170,200)

This carryforward represents funding for repair of deteriorating irrigation ditch pipes under South Boulder Road. Funds were not expended due to extremely high bid results and staffing shortages in 2019 related to health and turnover that delayed reevaluation of the project scope.

501499-660243 Louisville Pipeline Flow Control (+\$130,010)

This carry forward represents funding for final payment of completed construction work.

501499-660245 SCWTP Upgrades (+\$426,470)

This carry forward represents funding for final payment of completed design work and final efforts to shelve project elements that are being cancelled.

501499-660275 NCWCD SWSP Transmission Capacity (+\$190,360)

This carry forward represents funding for design work that is in progress for a planned construction in 2020.

502473-540910 Professional Services - Consulting (+\$95,000)

This additional funding represents establishment of 2020 funds for outsourcing of Environmental Compliance tasks that were approved in 2019.

502498-660183 Sewer Utility Lines (+\$243,420)

This carry forward represents funding for final payment of completed construction work.

502498-660265 Reuse System Equipment Replacement (+\$32,000)

This carry forward represents funding for final payment of completed work.

502499-640132 WWTP Tractor (+\$20,000)

This carry forward represents funding for final payment of equipment that has been purchased.

502499-640133 Portable Lift Station Pump (+\$44,760)

This carry forward represents funding for final payment of equipment that has been purchased.

502499-660262 WWTP Additional Influent Pump (+\$71,930)

This carry forward represents funding for infrastructure that may or may not be installed in 2020 dependent upon ongoing citywide development impacts.

502499-660263 Asphalt Addition (+\$20,000)

This carry forward represents funding for final payment of completed construction work.

502499-660267 WWTP Aeration Basin & Reuse Mixers (+\$141,710)

This carry forward represents funding for infrastructure that may or may not be installed in 2020 dependent upon ongoing citywide development impacts.

502499-660268 WWTP Total Suspended Solids Probes (+\$45,000)

This carry forward represents funding for final payment of completed work.

502499-660269 WWTP Dump Station (+\$234,970)

This carry forward represents funding for payment of purchased equipment and final construction components to be completed in Q2 of 2020.

503499-630096 Detention Pond Maintenance (+\$117,030)

This carryforward represents funding for planned maintenance of stormwater infrastructure. Funds were expended due to staffing shortages in 2019 related to health and turnover. 2019 funding is being combined with 2020 funding for bid of a larger project scope.

503499-630150 Drainageway "A-1" Garfield/Cottonwood (+\$360,000)

This budget addition represents funding for planned flood plain improvements and matching funds in coordination with the Mile High Flood Control District.

503499-660273 Storm Water Quality Master Plan (+\$41,420)

This carry forward represents funding for final payment of a completed Storm Water Quality Master Plan.

503499-xxxxxx Coal Creek Drainageway 7-1 (+\$500,000)

This budget addition represents funding for future planned flood plain improvement matching funds in coordination with the Mile High Flood Control District.

520713-534050 Utility Services – Water (+\$15,000)

Adjust budget to projected actual.

Revenue Amendments – Changes to 2020 Revenue Budgets (Appendix C**) to the Resolution)**

101065-464113 URD Contribution for ES Grants (+100,000)

Contribution from the Urban Revitalization District for Emergency Solutions Grants.

201001-433000 Grant Revenue (+\$1,197,360)

Carryforward of capital grants and contributions related to the carryforward of capital projects. The new total of \$1,202,360 includes the following:

- Boulder County Grant for Multi-Use Underpass = \$1,145,760
- Lafayette Contribution for 104th Street Trail Connection = \$28,300
- Boulder County Contribution for 104th Trail Connection = \$28,300

301001-432520 Grant Revenue (+\$2,437,900)

Carryforward of capital grants and contributions related to the carryforward of capital projects. The new total of \$4,109,500 includes the following:

- Xcel Contribution for Undergrounding = \$510,000
- HPF Grant for Arts Center Restoration = \$23,000
- Boulder County Grant for Bus Stop Improvements = \$30,000
- Federal Grant for Quiet Zones = \$1,556,140
- HPF Contributions for Museum Improvements = \$59,360
- Grant for Charging Station = \$6,000
- Faster Grant for Hwy42/Short = \$500,000 (Rec'd \$450,000)
- Boulder County Grant for Hwy42/Short = \$1,000,000
- TIP Funding for SH42 Conceptual Design Plan = \$350,000
- Lafayette Contribution for SH42 Conceptual Design Plan = \$75,000

SUBJECT: RESOLUTION NO. 45, SERIES 2020

DATE: JUNE 2, 2020

PAGE 12 OF 12

FISCAL IMPACT:

The proposed budget amendment adds a total of \$17,097,660 of new budgeted expenditures and \$3,735,260 of new budgeted revenue.

PROGRAM/SUB-PROGRAM IMPACT:

The proposed budget amendment impacts many of the City's Programs and Sub-Programs. The presentation of the budget amendment is designed to meet the Administration & Support Services goals by presenting a transparent document and fiscally responsible recommendation.

RECOMMENDATION:

Hold a public hearing and approve Resolution No. 45, Series 2020, amending the 2020 budget.

ATTACHMENTS:

1. Proposed Resolution No. 45, Series 2020
2. Appendices A, B, and C to the Resolution

**RESOLUTION NO. 45
SERIES 2020**

A RESOLUTION AMENDING THE 2020 BUDGET BY AMENDING APPROPRIATIONS IN THE GENERAL FUND, OPEN SPACE & PARKS FUND, CONSERVATION TRUST – LOTTERY FUND, CEMETERY FUND, HISTORIC PRESERVATION FUND, RECREATION FUND, CAPITAL PROJECTS FUND, WATER UTILITY FUND, WASTEWATER UTILITY FUND, STORM WATER UTILITY FUND, AND GOLF COURSE FUND FOR CARRY FORWARD OF APPROPRIATIONS AND ADDITIONAL APPROPRIATIONS WITHIN SUCH FUNDS AND ADJUSTING BUDGETED REVENUE IN THE GENERAL FUND, OPEN SPACE & PARKS FUND, AND CAPITAL PROJECTS FUND

WHEREAS, the need exists to amend the 2020 budget by amending appropriations in the General Fund, Open Space & Parks Fund, Conservation Trust – Lottery Fund, Cemetery Fund, Historic Preservation Fund, Recreation Fund, Capital Projects Fund, Water Utility Fund, Wastewater Utility Fund, Storm Water Utility Fund, and Golf Course Fund; and

WHEREAS, the need exists to amend the 2020 revenue budget by amending budgeted revenue in the General Fund, Open Space & Parks Fund, and Capital Projects Fund; and

WHEREAS, the need to amend the 2020 budget arises:

1. To carry-forward unused appropriations from 2019 to 2020 for projects and purchases that were approved for 2019 but will not be completed until 2020;
2. To formally adopt other additions and adjustments to the current 2020 appropriations that were not anticipated, or were not measureable, at the time the original 2020 budget was adopted;
3. To adjust the 2020 revenue budget for new revenue estimates and for new revenue sources that were not anticipated, or were not measureable, at the time the original 2020 budget was adopted; and

WHEREAS, funding for any increase in appropriations will come from new/increased revenue or from fund reserves.

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

SECTION 1. That the 2020 General Fund appropriation be increased by \$655,590, from \$20,841,770 to \$21,497,360.

SECTION 2. That the 2020 Open Space & Parks Fund appropriation be increased by \$1,197,740, from \$3,527,540 to \$4,725,280.

SECTION 3. That the 2020 Conservation Trust – Lottery Fund appropriation be increased by \$139,680, from \$224,400 to \$364,080.

SECTION 4. That the 2020 Cemetery Fund appropriation be increased by \$33,000, from \$174,920 to \$207,920.

SECTION 5. That the 2020 Historic Preservation Fund appropriation be increased by \$268,850, from \$488,390 to \$757,240.

SECTION 6. That the 2020 Recreation Fund appropriation be increased by \$22,530, from \$4,768,000 to \$4,790,530.

SECTION 7. That the 2020 Capital Projects Fund appropriation be increased by \$9,089,470, from \$10,098,480 to \$19,187,950.

SECTION 8. That the 2020 Water Utility Fund appropriation be increased by \$3,702,390, from \$9,524,900 to \$13,227,290.

SECTION 9. That the 2020 Wastewater Utility Fund appropriation be increased by \$953,390, from \$4,355,390 to \$5,308,780.

SECTION 10. That the 2020 Storm Water Utility Fund appropriation be increased by \$1,020,020, from \$1,404,640 to \$2,424,660.

SECTION 11. That the 2020 Golf Course Fund appropriation be increased by \$15,000, from \$1,906,860 to \$1,921,860.

SECTION 12. That the 2020 General Fund revenue budget be increased by \$100,000, from \$20,258,660 to \$20,358,660.

SECTION 13. That the 2020 Open Space & Parks Fund revenue budget be increased by \$1,197,360, from \$3,500,190 to \$4,697,550.

SECTION 18. That the 2020 Capital Projects Fund revenue budget be increased by \$2,437,900, from \$8,793,470 to \$11,231,370.

PASSED AND ADOPTED this 2nd day of June, 2020.

Ashley Stolzmann, Mayor

ATTEST:

Meredyth Muth, City Clerk

Appendix A
City of Louisville, Colorado
2020 Budget Amendment Detail
Carry Forward of Unused Appropriations from 2019

Account Number	Account Description	Current Budget	Proposed Amendment	Proposed Budget	Comments/Notes
General Fund:					
101141-540910	Prof Serv-Consulting	25,000	8,160	33,160	Ongoing Project - KPI
101144-530320	Web Site Maintenance	30,000	10,430	40,430	Ongoing Project - Website Redesign
101172-522500	Non-Capital Furn/Equipt/Tools	-	5,600	5,600	Ongoing Project (See Appendix B)
101172-540170	Prof Serv-Info Systems	5,000	2,050	7,050	Software Upgrade (See Appendix B)
101172-521110	Software Subscr. & Maint Fees	125,000	8,850	133,850	Office 365 Licensing
101431-550140	Parts/Repairs/Maint-Painting	200,000	120,000	320,000	Ongoing Project - Railings & Street Light Poles
101530-540480	Prof Serv-Microfilming	-	40,000	40,000	Ongoing Project - Scanniing
101730-530820	Arts Opportunity Programming	25,000	24,580	49,580	Ongoing Project - Public Art
Total General Fund			219,670		
Open Space & Parks Fund:					
201511-630132	Enhance BMX Track at Community Park	-	11,000	11,000	Ongoing Project
201511-630133	Freeze Resistant Drinking Fountains	8,000	8,000	16,000	Project Rescheduled to 2020
201511-630135	Cottonwood Park Development	216,000	(216,000)	-	Project Deleted from 2020
201522-630134	Fishing Pond Dredging & Master Plan	35,000	(35,000)	-	Project Deleted from 2020
201528-660015	Open Space & Parks Signs (%)	120,000	(120,000)	-	Project Deleted from 2020
201528-660067	Hwy 42 Multi-Use Underpass	-	1,559,740	1,559,740	Ongoing Project
Total Open Space & Parks Fund			1,207,740		
Conservation Trust - Lottery Fund:					
202511-630048	Playgrounds (%)	224,000	139,680	363,680	Ongoing Project
Total Conservation Trust - Lottery Fund			139,680		
Historic Preservation Fund:					
207542-620109	Miners' Cabins Relocation	-	208,000	208,000	Ongoing Project
207542-620113	Historical Museum Structural Work (%)	-	60,850	60,850	Ongoing Project
Total Historic Preservation Fund			268,850		
Recreation Fund					
208538-630153	Rebuild Cleo Dugout Roof	-	22,530	22,530	Project Rescheduled to 2020
Total Recreation Fund			22,530		
Capital Project Fund:					
301173-650035	ERP System	-	50,930	50,930	Ongoing Project
301173-660258	Middle Mile Fiber	-	164,110	164,110	Ongoing Project
301211-620116	Police Dept Basement Restrooms & Lockers	-	282,500	282,500	Project Rescheduled to 2020
301211-620118	Police Dept Basement Sleep Room	-	27,000	27,000	Project Rescheduled to 2020

Account Number	Account Description	Current Budget	Proposed Amendment	Proposed Budget	Comments/Notes
301211-620125	Police Dept Lobby Security Glass	-	5,000	5,000	Ongoing Project
301211-640024	LTE D-Block Radio Program	-	11,100	11,100	Project Rescheduled to 2020
301211-640106	Body Cams	-	24,170	24,170	Project Rescheduled to 2020 (See Appendix B)
301211-640124	Handheld 700-800 Portable Radios	-	15,420	15,420	Project Rescheduled to 2020 (See Appendix B)
301211-650027	Toughbook, Prntrs, Dockng Stns	-	8,000	8,000	Project Rescheduled to 2020
301211-650089	Police/Courts Records Mgmt Sys	-	160,960	160,960	Ongoing Project
301219-620120	Police Dept Electrical Work	-	25,000	25,000	Project Rescheduled to 2020
301219-660276	Police Dept Concrete Replacement	-	41,880	41,880	Ongoing Project
301311-630138	Bus Stop Improvements	-	157,000	157,000	Project Rescheduled to 2020
301311-660202	Railroad Quiet Zones	-	3,274,020	3,274,020	Ongoing Project
301312-630141	ADA Parking Improvements	75,000	13,650	88,650	Ongoing Project
301312-630144	Transportation Master Plan First Steps	3,000,000	423,560	3,423,560	Ongoing Project - Adjustment to Projected Actual
301312-640001	Machinery & Equipment (%)	-	3,030	3,030	Ongoing Project
301312-660012	Pavement Booster Program	4,840,000	609,750	5,449,750	Ongoing Project
301312-660022	Concrete Replacement	75,000	15,120	90,120	Ongoing Project
301312-660064	Bridge Inspection Follow-Up Repairs	100,000	30,000	130,000	2019 Portion of Project Rescheduled to 2020
301312-660068	South Street Underpass (%)	-	163,500	163,500	Ongoing Project
301312-660079	SH42 Short Intersection Design	-	131,430	131,430	Ongoing Project
301312-660222	SH42 Short Intersection Construction	-	2,863,480	2,863,480	Ongoing Project
301312-660256	Downtown Ornamental Light Replacement	72,000	70,000	142,000	2019 Portion of Project Rescheduled to 2020
301313-660254	Utility Undergrounding	-	680,000	680,000	Project Rescheduled to 2020 (See Appendix B)
301511-630048	Playground Replacement (%)	56,000	34,500	90,500	Ongoing Project
301528-660068	South Street Underpass (%)	-	71,890	71,890	Ongoing Project
301552-620038	Museum Campus Building Improvements	-	21,640	21,640	Ongoing Project
301552-620113	Historical Museum Structural Work (%)	-	60,620	60,620	Project Rescheduled to 2020
301553-620114	Center for the Arts Restoration	-	46,620	46,620	Project Rescheduled to 2020
301553-630136	Community Park Stage Improvements	-	15,000	15,000	Project Rescheduled to 2020
301553-640001	Machinery & Equipment (%)	-	3,030	3,030	Ongoing Project
Total Capital Projects Fund			9,503,910		

Water Utility Fund:

501462-540900	Prof Serv-Consulting	5,250	20,670	25,920	Ongoing Project - Water Loss Study
501463-540910	Prof Serv-Consulting	5,750	5,750	11,500	Project Rescheduled to 2020
501498-640001	Machinery & Equipment (%)	-	4,600	4,600	Ongoing Project
501498-640045	Meters	-	3,680	3,680	Ongoing Purchases (See Appendix B)
501498-660182	Water Line Replacement	1,273,000	256,440	1,529,440	Ongoing Project
501498-660205	PRV Replacement	-	75,000	75,000	Project Rescheduled to 2020
501498-660237	Water Tank Int Structure Maint	-	81,890	81,890	Ongoing Project
501498-660259	Florde Equipment Replacement	-	92,950	92,950	Ongoing Project
501499-640116	Water Plants Disinfection Eval	-	273,710	273,710	Ongoing Project
501499-660190	NCWCD-Windy Gap Firming Proj	747,000	1,753,000	2,500,000	Ongoing Project
501499-660211	Howard Diversion Upgrades	-	125,830	125,830	Ongoing Project
501499-660212	SCWTP Recycle Pond Maintenance	-	29,000	29,000	Ongoing Project
501499-660232	Cent/McCaslin Hi Zone Water Lp	-	22,230	22,230	Project Rescheduled to 2020
501499-660236	SBR Ditch Lining	88,310	170,200	258,510	Project Rescheduled to 2020
501499-660243	Louisville Pipeline Flow Control	-	130,010	130,010	Ongoing Project

Account Number	Account Description	Current Budget	Proposed Amendment	Proposed Budget	Comments/Notes
501499-660245	SCWTP Upgrades	-	426,470	426,470	Ongoing Project
501499-660275	NCWCD SWSP Transmission Capacity	1,324,000	190,360	1,514,360	Ongoing Project
Total Water Utility Fund			3,661,790		
Wastewater Utility Fund:					
502498-640001	Machinery & Equipment	-	4,600	4,600	Ongoing Project
502498-660183	Sewer Utility Lines	275,000	243,420	518,420	Ongoing Project
502498-660265	Reuse System Equipment Replacement	66,000	32,000	98,000	Project Rescheduled to 2020
502499-640132	WWTP Tractor	-	20,000	20,000	Project Rescheduled to 2020
502499-640133	Portable Lift Station Pump	-	44,760	44,760	Project Rescheduled to 2020
502499-660262	WWTP Additional Influent Pump	-	71,930	71,930	Project Rescheduled to 2020
502499-660263	WWTP Asphalt Addition	-	20,000	20,000	Project Rescheduled to 2020
502499-660267	WWTP Aeration Basin & Reuse Mixers	-	141,710	141,710	Ongoing Project
502499-660268	WWTP Total Suspended Solids (TSS) Probes	-	45,000	45,000	Project Rescheduled to 2020
502499-660269	WWTP Vac Dump Station	-	234,970	234,970	Project Rescheduled to 2020
Total Wastewater Utility Fund			858,390		
Storm Water Utility Fund:					
503499-630096	Detention Pond Maintenance	121,500	117,030	238,530	Ongoing Project
503499-640001	Machinery & Equipment	-	1,570	1,570	Ongoing Project
503499-660273	Storm Water Quality Master Plan	150,000	41,420	191,420	Ongoing Project
Total Storm Water Utility Fund			160,020		
Golf Course Fund:					
520713-534050	Utility Services-Water	30,000	15,000	45,000	Budget Adjustment to Projected Actual
Total Golf Course Fund			15,000		
Total for All Funds			16,057,580		

Appendix B
City of Louisville, Colorado
2020 Budget Amendment Detail
Additional Adjustments to 2020 Appropriations

Account Number	Account Description	Current Budget	Proposed Amendment	Proposed Budget	Comments/Notes
General Fund:					
101121-538420	Contributions & Grants	35,000	9,000	44,000	Additional Contribution to Sister Carmen
101121-538470	Emergency Solutions Grants	-	350,000	350,000	Emergency Solutions Grants
101121-540910	Prof Serv-Consulting	10,000	20,000	30,000	Airport Noise Consultant
101172-532230	Dues/Subscriptions/Books	800	3,200	4,000	Domain Name and SSL Certificate
101172-522500	Non-Capital Furn/Equip/Tools	5,600	150	5,750	Additional Amount Needed (See Appendix A)
101172-521200	Non-Capital Computer Hardware	5,000	12,570	17,570	Credit Card Readers and ExecuTime Timeclocks
101172-540170	Prof Serv-Info Systems	7,050	4,000	11,050	Additional Amount Needed (See Appendix A)
101446-534100	Utility Services - Clean Energy	28,000	37,000	65,000	Additional Amounts Needed for Project
Total General Fund			435,920		
Open Space & Parks Fund:					
201511-630131	Recycling Cans for Park Sites (%)	10,000	(10,000)	-	Project Deleted
Total Open Space & Parks Fund			(10,000)		
Cemetery Fund:					
204752-547000	Prof Serv-Mowing	1,000	33,000	34,000	Budget Adjustment to Projected Actual
Total Cemetery Fund			33,000		
Capital Project Fund:					
301103-660025	Decorative Streetlight LED Conversion	135,000	(135,000)	-	Project Deleted
301103-630131	Recycling Cans for Park Sites (%)	10,000	(5,000)	5,000	Reduction in Project Scope/Cost
301103-640030	Electric Vehicle Charging Station	8,000	12,000	20,000	Budget Adjustment to Gross Cost
301173-650099	Storage, Server, & Backup Refresh	135,000	10,680	145,680	Budget Adjustment for Additional Licensing
301211-640106	Body Cams	24,170	50,830	75,000	Additional Amount Needed (See Appendix A)
301211-640124	Handheld 700-800 Portable Radios	15,420	289,450	304,870	Additional Amount Needed (See Appendix A)
301313-630140	Downtown Tree Grate Conduit Replacement	28,000	(28,000)	-	Project Deleted
301313-630145	Subdivision Entry Landscape Improvements	57,000	(57,000)	-	Project Deleted
301313-660103	Median Improvements	275,000	(275,000)	-	Project Deleted
301313-660226	Downtown Clay/Concrete Paver Replacement	110,000	(110,000)	-	Project Deleted
301313-660254	Utility Undergrounding	680,000	37,000	717,000	Additional Amount Needed (See Appendix A)
301511-630067	Heritage Restroom Renovation	200,000	(69,000)	131,000	Budget Adjustment to Projected Actual
301552-620097	Historical Museum Campus (%)	165,400	(135,400)	30,000	Project Deleted
Total Capital Projects Fund			(414,440)		
Water Utility Fund:					
501498-640045	Meters	3,680	40,600	44,280	Additional Amount Needed (See Appendix A)
Total Water Utility Fund			40,600		

Account Number	Account Description	Current Budget	Proposed Amendment	Proposed Budget	Comments/Notes
Wastewater Utility Fund:					
502473-540910	Prof Serv-Consulting	-	95,000	95,000	Outsourcing of Environmental Compliance
Total Wastewater Utility Fund			95,000		
Storm Water Utility Fund:					
503499-630150	Drainageway "A-1" Garfield/Cottonwood	500,000	360,000	860,000	New Project with UD&FC
(New)	Coal Creek Drainageway 7-1	-	500,000	500,000	New Project with UD&FC
Total Storm Water Utility Fund			860,000		
Total for All Funds			1,040,080		

Appendix C
City of Louisville, Colorado
2020 Budget Amendment Detail
Changes to 2020 Revenue Budget

Account Number	Account Description	Current Budget	Proposed Amendment	Proposed Budget	Comments/Notes
General Fund:					
101065-464113	URD Contribution for ES Grants	-	100,000	100,000	Contribution for Emergency Solutions Grants
Total General Fund			<u>100,000</u>		
Open Space & Parks Fund:					
201001-433000	Grant Revenues	5,000	1,197,360	1,202,360	Carryforward of Capital Grants & Contributions
Total Open Space & Parks Fund			<u>1,197,360</u>		
Capital Project Fund:					
301001-433000	Grant Revenues	1,671,600	2,437,900	4,109,500	Carryforward of Capital Grants & Contributions
Total Capital Projects Fund			<u>2,437,900</u>		
Total for All Funds			<u>3,735,260</u>		

Resolution No. 45, Series 2020 Amending the 2020 Budget

The First in a Series of Amendments:

1. Carryforward Amendment with Other Budget Adjustments.
2. Initial Reductions in Revenue and Service Levels.
3. Follow-Up Adjustments to Revenue and Service Levels.

Resolution No. 45, Series 2020 Amending the 2020 Budget

Reasons for Amendment:

1. To carry-forward unused appropriations from 2019 to 2020 (+\$16,057,580).
2. To adjust appropriations for items not anticipated, or not measurable, at the time of original budget adoption (+\$1,040,080). Includes items such as Emergency Solutions Grants, additional operating projects, and capital project deletions.
3. To adjust the revenue budget for delayed project revenue (grants and contributions) and the URD contribution for Emergency Solutions Grants (+\$3,735,260).

Resolution No. 45, Series 2020 Amending the 2020 Budget

Guide to Presentation Format:

- **Council Communication** contains department narratives. The narratives are divided into two sections:
 - **Consolidation of Carryforward and Other Adjustments** – consolidates and summarizes all carryforward amendments, new appropriation amendments, and other miscellaneous amendments by account number.
 - **Revenue Amendments** – narrative for each revenue account number, or related groups of account numbers.

Resolution No. 45, Series 2020 Amending the 2020 Budget

Guide to Presentation Format (continued):

- **Resolution** presents the amendment by fund, the City's legal level of budgetary control, per Section 5.2 of the City's Financial Policies (least level of detail)
- **Appendices A, B, and C** present the amendment by account number, subtotaled by fund (greatest level of detail):
 - **Appendix A** = carry-forward adjustments.
 - **Appendix B** = additional expenditure adjustments.
 - **Appendix C** = revenue adjustments.

Resolution No. 45, Series 2020 Amending the 2020 Budget

Fiscal Impact:

- The proposed budget amendment adds a total of **\$17,097,660** of new budgeted expenditures (mostly capital that has been previously budgeted) and **\$3,735,260** of new budgeted revenue (mostly project-related grants and contributions).
- Some of the capital projects (and corresponding offsetting revenue) listed in the amendment may be adjusted further in future amendments.

**SUBJECT: RECONSIDERATION OF RESOLUTION NO. 38, SERIES 2020
AMENDING PROCEDURES TO BE UTILIZED FOR QUASI-
JUDICIAL HEARINGS AT MEETINGS CONDUCTED BY
ELECTRONIC PARTICIPATION**

DATE: JUNE 2, 2020

**PRESENTED BY: KATHLEEN KELLY, CITY ATTORNEY
HEATHER BALSER, CITY MANAGER**

SUMMARY:

Some members of City Council have requested that Resolution No. 38, Series 2020 be reconsidered. The Rules of Procedure for City Council are attached for reference and require the motion for reconsideration to be made by a member of the Council on the prevailing side and a 2/3 majority for reconsideration to occur. Page 14 of the Rules of Procedure, VII) L are as follows:

- A. MOTION TO RECONSIDER: A motion to reconsider may only be made at the same meeting at which the motion to be reconsidered was made or at the next regular meeting of the Council. The motion must be made by a member of the Council on the prevailing side of the motion to be reconsidered. The required second on the motion need not be a member of Council from prevailing side. The motion is debatable but only for the reasons to explain or justify reconsideration and not for the purpose of debating the merits of the motion. An affirmative vote of 2/3 of the members of the Council present and voting is required for approval of the motion for reconsideration.

As stated above, the motion is debatable only for the reasons to explain or justify reconsideration and not for the purpose of debating the merits of the motion. Because of timing constraints having to do with the Planning Commission meeting schedule, we have included as the next agenda item reconsideration of Resolution No. 38, 2020, which agenda item should only be brought up for discussion and action if the motion to reconsider Resolution No. 38 is approved by 2/3 of City Council. If the motion to reconsider Resolution No. 38 is not approved, the next agenda item will be null and void.

Also attached is Resolution No. 38, 2020 approved at the May 26, 2020 Special City Council meeting. The draft minutes from that section of the meeting are also attached.

FISCAL IMPACT:
N/A

SUBJECT: RECONSIDERATION OF RESOLUTION NO. 38, SERIES 2020

DATE: JUNE 2, 2020

PAGE 2 OF 2

PROGRAM/SUB-PROGRAM IMPACT:

This resolution will help the City meet its goals of inclusive, transparent, and efficient governance during the COVID-19 pandemic.

RECOMMENDATION:

Should City Council desire to do so, approve a motion to reconsider Resolution No. 38, Series 2020.

ATTACHMENT(S):

1. Resolution No. 38, Series 2020
2. City Council Rules of Procedure
3. Draft Minutes from May 26

STRATEGIC PLAN IMPACT:

<input type="checkbox"/>	 Financial Stewardship & Asset Management	<input checked="" type="checkbox"/>	 Reliable Core Services
<input type="checkbox"/>	 Vibrant Economic Climate	<input type="checkbox"/>	 Quality Programs & Amenities
<input type="checkbox"/>	 Engaged Community	<input type="checkbox"/>	 Healthy Workforce
<input type="checkbox"/>	 Supportive Technology	<input type="checkbox"/>	 Collaborative Regional Partner

**RESOLUTION NO. 38
SERIES 2020**

**A RESOLUTION AMENDING PROCEDURES TO BE UTILIZED FOR QUASI-
JUDICIAL HEARINGS AT MEETINGS CONDUCTED BY ELECTRONIC
PARTICIPATION**

WHEREAS, on March 15, 2020, 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”) in response to the widespread pandemic Novel Coronavirus (COVID-19); and

WHEREAS, by Resolution No. 27, Series 2020, adopted on March 16, 2020, the City Council continued in effect the Mayor’s Declaration until terminated by resolution of the City Council; and

WHEREAS, by Resolution No. 26, Series 2020, also adopted on March 16, 2020, the City Council amended its Rules of Procedure to provide for electronic meeting participation in certain situations, including when meeting in person is not practical or prudent due to a health epidemic or pandemic; and

WHEREAS, on March 25, 2020, the Governor of the State of Colorado issued Executive Order D2020-17, ordering the Colorado Department of Health and Environment (“CDPHE”) to issue a state-wide “Stay at Home” public health order; and

WHEREAS, also on March 25, 2020, the CDPHE issued an Amended Public Health Order 20-24 Implementing Stay at Home Requirements, which Order has since been updated twice, and which Order requires all individuals currently living within the State of Colorado to stay at home whenever possible, and only to leave to perform or utilize “Necessary Activities,” as defined in the Order; and

WHEREAS, by Resolution No. 29, series 2020, adopted on March 31, 2020, the City Council authorized boards, commissions, and committees established by the City Council (“Appointed Bodies”) to also hold meetings by electronic participation when meeting in person is not practical or prudent due to a health epidemic or pandemic; and

WHEREAS, by Resolution No. 30, Series 2020, adopted on April 7, 2020, the City Council amended its Rules of Procedure to allow quasi-judicial hearings to be conducted during a health epidemic or pandemic or other state of emergency affecting the City that is or will be extraordinary, according to procedures set forth in Resolution No. 30; and

WHEREAS, Resolution No. 30 likewise authorized Appointed Bodies of the City to hold quasi-judicial hearings in accordance with the procedures set forth therein; and

WHEREAS, on April 26, 2020, Colorado Governor Polis issued Executive Order D2020-44, adopting a “Safer at Home” approach to the COVID-19 Pandemic, which loosened certain restrictions that were in effect under the Stay at Home order, in order to allow many people within Colorado to return to work while maintaining sustainable levels of social distancing, while still recommending most people residing in the state to remain in their residences except when engaging in Necessary Activities; and

WHEREAS, also on April 26, 2020, the CDPHE issued Public Health Order 20-28 to implement the Governor’s Safer at Home order, which will be in effect until May 26, 2020 unless extended, rescinded, superseded, or amended in writing by the CDPHE; and

WHEREAS, the City Council and Appointed Bodies have not been able to meet in person for an extended period of time and it is unclear when in-person meetings may safely be resumed, thus the nature and extent of the COVID-19 Pandemic is extraordinary; and

WHEREAS, the City Council finds that holding quasi-judicial hearings constitutes an important function of City government; that not holding such hearings for an extended period of time may present a burden to City residents, property owners, and businesses; and that the public health, safety, and welfare of the City will best be secured and protected during this COVID-19 Pandemic by permitting quasi-judicial hearings to proceed at electronic meetings in accordance with the procedures set forth herein; and

WHEREAS, the City Council desires by this Resolution to clarify its policy regarding quasi-judicial hearings, particularly as it relates to the matters that may be heard by Electronic Participation.

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

Section 1. The City Council and Appointed Bodies are hereby authorized to hold quasi-judicial hearings at a meeting by Electronic Participation, subject to the procedures set forth in this Resolution.

A. **Matters for which Electronic Quasi-Judicial Hearings may be Held.** Only the following types quasi-judicial hearings may be held at a meeting by Electronic Participation:

1. Land use applications the final decision regarding which is not subject to referendum: Public hearings before City Council and all Appointed Bodies may be held by Electronic Participation. These types of applications include, but are not limited to, Planned Unit Development, subdivision plats, and special review uses.

2. Land use applications the final decision regarding which is subject to referendum: Public hearings before all Appointed Bodies may be held by Electronic Participation, but City Council and Planning Commission hearings must be held at an in-

person meeting. These types of applications include, but are not limited to, zoning and rezoning applications, including applications for General Development Plans and amendments thereto.

3. Historic Preservation applications. These types of applications include, but are not limited to, landmark designations, landmark alteration certificates, and demolition reviews.

4. New license applications and applications for renewals of existing licenses where a public hearing is required or ordered by the applicable licensing authority. These types of applications include, but are not limited to, liquor license applications, medical marijuana license applications, and retail marijuana license applications.

B. Applicant's Written Request. For any application set forth in Section A, above, a written request for a hearing by Electronic Participation shall be made by the applicant on a form provided by the City. The applicant shall acknowledge that holding a quasi-judicial hearing by Electronic Participation presents certain legal risks and involves an area of legal uncertainty, and the applicant shall agree that moving forward with a quasi-judicial hearing by Electronic Participation shall be at their own risk. Applicants requesting a hearing by Electronic Participation pursuant to Section A.1 or A.2 above shall additionally agree to defend and indemnify the City in any action that may arise out of, or in connection with, conducting the hearing by Electronic Participation; if such is not provided, no public hearing will be held until in-person meetings have resumed and the applicant will be deemed to have consented to a delay in the holding of a public hearing.

C. Notice Requirements.

1. The required notice for the hearing and the agenda for the meeting at which the hearing will be held shall each include information about how the hearing will be conducted and how the public can access, observe, and participate in the hearing. If such notice as required by the Louisville Municipal Code or otherwise by law has already been provided for a hearing to be held in person, such additional notice shall be given as to reasonably inform interested persons that such hearing will instead be held by Electronic Participation; provided, however, this additional notice shall not be deemed jurisdictional.

2. The notice shall advise that relevant documents will be made available online and that any interested party may contact the City Clerk to receive a paper copy if unable to access the online documents. Interested parties will be encouraged to submit written comments in advance of the hearing, which comments will be made a part of the record of the hearing.

D. Documents. The City Clerk or Secretary of the applicable board or commission shall set deadlines for submission of documents depending on the nature of the hearing. Materials

relevant to the hearing, including but not limited to materials related to specific applications and other documents to be shown electronically during the hearing, will be made available online at least 72 hours in advance for public inspection prior to, during, and after the hearing.

E. Hearing Procedures. At the outset of the hearing, the presiding officer of the Public Body shall describe the hearing procedure, including how testimony and public comment will be received. The applicant shall be given an opportunity to object to the hearing procedure. The presiding officer shall rule on any such objection, and the decision of the presiding officer shall be final.

F. Record. The City Clerk or Secretary of the applicable board or commission shall ensure that all equipment used for the hearing is adequate and functional for allowing clear communication among the participants and for creating a record of the hearing as required by law. Provided, however, the City Clerk or Secretary shall not be responsible for resolving any technical difficulties incurred by any person participating in the hearing.

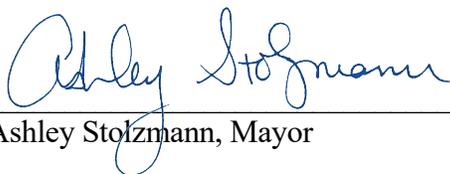
G. Accessibility. All hearings conducted pursuant to this Resolution shall be held on an electronic platform generally meeting Web Content Accessibility Guidelines (“WCAG”) 2.1 and the agenda for such meeting shall contain the following notice:

Persons with disabilities planning to participate in the meeting who need sign language interpretation, assisted listening systems, Braille, taped material, or closed captioning should contact the City Manager’s Office at (303) 335-4533. A forty-eight hour notice is requested.

H. Hearing May be Vacated or Continued. The procedures adopted by this Resolution create no right in any party to a quasi-judicial matter to have a hearing conducted by Electronic Participation. If at any point the City Manager, the Mayor, or the Chair of the Appointed Body, as the case may be under the particular circumstances, determines that technological, accessibility, or other issues prevent a hearing from being held by Electronic Participation while meeting due process requirements, the hearing may be vacated or continued until such time as it may be held at an in-person meeting.

Section 2. Resolution No. 30 is hereby repealed to the extent of any inconsistency with this Resolution.

PASSED AND ADOPTED this 26th day of May, 2020.



Ashley Stolzmann, Mayor

ATTEST:



Meredyth Muth, City Clerk





CITY COUNCIL

RULES OF PROCEDURE

*adopted March 16, 2020
by Resolution No. 26, Series 2020*

TABLE OF CONTENTS

I.	DEFINITIONS.....	1
II.	AUTHORITY.....	1
III.	GENERAL RULES	2
IV.	MEETINGS.....	3
V.	MAYOR AND MAYOR PRO TEM	6
VI.	MEETING PROCEDURE	6
VII.	PARLIAMENTARY PROCEDURE	11
VIII.	MEETING CIVILITY	14
IX.	TABLE OF COMMON MOTIONS.....	15

RULES OF PROCEDURE FOR THE CITY COUNCIL OF THE CITY OF LOUISVILLE, COLORADO

I. DEFINITIONS

“Charter” means the [Home Rule Charter of the City of Louisville, Colorado](#).

“Chair” means the Mayor or member of the Council who presides over a meeting, special meeting, executive session, or study session of the City Council, subject to Rule III I below.

“City” means the City of Louisville, Colorado.

“Code” means the Louisville Municipal Code.

“Council” or “City Council” means the body constituting the City Council of the City, consisting of six (6) Councilmembers and the Mayor.

“Councilmember” means each member of the City Council except the Mayor.

“Electronic Participation” means attendance at a meeting by telephone or other electronic means.

“Emergency” means a matter which could not have been reasonably anticipated or foreseen and on which immediate action is genuinely and urgently necessary for the preservation of the public health, safety, or welfare.

“Entire Council” means all of the seven (7) members of the City Council.

“Member of the Council” means the Mayor and each Councilmember.

“Rules” means the City Council Rules of Procedure.

II. AUTHORITY

The [Home Rule Charter of the City of Louisville](#) provides that the Council may determine its own rules of procedure for meetings. The following Rules shall be in effect upon their adoption by the Council until such time as they are amended or new Rules adopted.

In order to efficiently and effectively complete City business facing the Council, all meetings must be conducted in an orderly and respectful manner. These Rules are intended to provide guidelines for the procedures to be followed for the conduct of Council meetings and study sessions.

If any Rule, on its face or as applied, conflicts with applicable provisions of the Charter or ordinances, those provisions shall apply and that Rule shall not.

III. GENERAL RULES

- A. **LOCATION:** All in-person Council meetings shall take place in a public building that is accessible to members of the public, with or without reasonable accommodation in accordance with applicable law.
- B. **OPEN TO THE PUBLIC:** All meetings and study sessions, including those conducted by Electronic Participation pursuant to Section IV.H, shall be open to the public. The Council may conduct executive sessions in compliance with the Charter, Code, and applicable provisions of the Colorado Open Meetings Law.
- C. **MEETING NOTICE:** Notice for all meetings and study sessions shall be given as required by the Charter. At the first regular meeting of every year, the City Council shall designate the locations for posting of notices of its meetings.
- D. **MINUTES:** Minutes of each regular and special meeting shall be taken and retained permanently in the records of the City. A summary shall be prepared for each study session.
- E. **QUORUM:** A quorum is needed for the transaction of business at each regular and special meeting of the Council. A quorum shall be defined as a majority of the members of the Council holding office at the time of the meeting.
- F. **ABSENCES:** No member of the Council shall have more than six (6) absences from regular Council meetings during any period of twelve (12) consecutive calendar months. The date of the seventh (7th) absence shall be deemed to be the date on which the office was vacated.
- G. **APPLICABILITY OF THE CODE OF ETHICS:** Each member of the Council shall adhere to the Code of Ethics (Charter Section 5-6).
- H. **DISCLOSURE OF INTEREST AND RECUSAL:** Any member of the Council who has an interest in, or whose interest would be affected by, any proposed official action before the Council shall immediately and publicly disclose the nature and extent of the interest; shall not participate in any discussion or decision concerning the proposed action; shall not attempt to publicly or privately influence the City Council, any public body,

or any employee in connection with the action; and shall leave the room where the discussion or decision is taking place during the time the proposed action is being discussed and the decision is being made.

- I. CHAIR: The Chair is the member of Council who presides over a Council meeting and shall do so according to these Rules and applicable law. The Mayor serves as Chair of all Council meetings at which the Mayor is present. In the Mayor's absence, the Councilmember appointed as Mayor Pro Tem will serve as Chair. In the absence of both the Mayor and the Councilmember appointed as Mayor Pro Tem, then the Councilmember with the greatest seniority on Council, followed by alphabetical order, will serve as Chair.

IV. MEETINGS

- A. REGULAR MEETINGS: Council shall hold regular meetings twice each month. Regular meetings shall be conducted on the first and third Tuesday of the month, excluding holidays, and shall convene at 7:00 p.m. unless another day or time is set by prior approval of a majority of the Council. A regular meeting may be held on at least seventy-two (72) hours written notice.
- B. SPECIAL MEETINGS: A special meeting shall be called by the City Clerk on the request of any four (4) members of the Council, and shall be held on at least forty-eight (48) hours written notice. In addition to other means, a request for a special meeting may be effected by e-mailing such request to the City Clerk or by a motion approved a majority of the entire Council.
- C. EMERGENCY SPECIAL MEETINGS: An emergency special meeting shall be called by the City Clerk on the request of the City Manager or any four (4) members of the Council and shall be held on at least twenty-four (24) hours written notice to each member of the Council. In addition to other means, a request for an emergency special meeting may be effected by e-mailing or telephoning such request to the City Clerk. Each person requesting the meeting must have determined that the meeting is urgently necessary to take action on an unforeseen matter requiring immediate action; and the basis for the determination shall be stated in the notice of the meeting.

The Council shall not take action on any item of business at any special meeting unless the item to be acted on has been stated in the notice of the meeting; or the item to be acted on is reasonably related to the item which was stated in the notice of the meeting.

- D. STUDY SESSIONS: The purpose of study session meetings is to enable

the Council to obtain information about and discuss matters of public business in a less formal atmosphere. No preliminary or final policy decision, fiscal decision, rule, regulation, resolution, ordinance, action approving a contract, action calling for the payment of money, or other formal action shall be made or taken at any study session.

At any study session, any member of the public who in good faith believes that a study session is proceeding in violation of this section IV.D shall be entitled to submit a brief written objection to the Chair of the study session; the written objection shall specify the grounds for the objection. The Chair shall exercise discretion in determining whether the study session complies with this section, and shall conduct the study session in accordance with that determination.

Study sessions are generally held on the 2nd and 4th Tuesday of each month.

- E. EXECUTIVE SESSIONS: It is the policy of the City that the activities of City government should be conducted in public to the greatest extent feasible in order to assure public participation and enhance public accountability. The Council may hold an executive session only at a regular or special meeting and for the sole purpose of discussing topics approved by the Charter.

Adoption of any proposed policy, position, resolution, rule, regulation, or formal action, or informal or "straw" vote, shall not occur at any executive session.

Executive Session Procedure:

1. A request for an executive session may be made only by a member of the Council, the City Attorney or other attorney representing the City, the Municipal Judge, or the City Manager.
2. The request to go into an executive session shall be made in an open session at a regular or special meeting of the Council. The requesting party shall give as detailed and specific a statement as possible avoiding disclosure of any confidential matters, as to the topic or topics to be discussed and the reasons for requesting an executive session.
3. Immediately after a request to go into an executive session, and prior to any motion to go into executive session, the City Clerk shall read the statement concerning executive sessions required by the Code.

4. The executive session shall only be held upon an affirmative vote of two-thirds (2/3) of the entire Council. A separate vote shall be held on each topic requested to be considered in the executive session. Following the vote and immediately prior to retiring into the executive session, the Mayor (or the Councilmember appointed as Mayor Pro Tem, as the case may be) shall announce the topic or topics of the executive session.
 5. Immediately upon retiring into the executive session, the requesting party shall explain in detail the nature of the topic and the reasons for requesting the executive session. Those in attendance may then discuss the propriety of the executive session.
 6. Before any discussion on the merits of any topic in the executive session, the City Attorney or other attorney representing the City shall give an opinion as to the propriety of the executive session and shall provide guidelines as to the limitations that apply to the discussion.
 7. At any time, any participant may object to the continuation of the executive session. Upon the making of such objection, all discussion shall cease, and the Council shall reconvene in an open session for the purpose of determining the propriety of continuing the executive session. An affirmative vote of two-thirds (2/3) of the entire Council shall be required to continue the executive session.
 8. Upon completion of the executive session, the Council shall reconvene in an open session. The person who requested the executive session shall provide as detailed an explanation as allowed by law without disclosing any confidential matter or any matter which would adversely affect the City's interests, and shall announce what procedure, if any, will follow from the executive session.
 9. Discussions that occur in executive session shall be recorded, and access to the record shall be provided, in the manner and to the extent provided in the State statutes concerning open meetings and the State statutes concerning open records.
- F. RESCHEDULING: The Council may reschedule meetings for dates and times outside its regular meeting schedule to avoid holidays, elections, and other matters, to achieve a quorum, or to allow for additional time for a meeting. To reschedule such meetings, the Council first must provide notice and approve of the proposal to reschedule. Notice to reschedule a meeting may be given on any regular or special meeting agenda.

- G. CANCELLATION: Any scheduled meeting may be cancelled by the Mayor with the consent of three (3) Councilmembers in the event unforeseen emergent conditions exist which make conduct of the meeting impractical (for example, in the case of power outage) or travel to the meeting unduly hazardous (for example, in the case of blizzard conditions). In the event of such cancellation, all agenda items for such meeting shall not abate but shall be deemed continued to next regular meeting of the Council.
- H. ELECTRONIC PARTICIPATION: In the event meeting in person is not practical or prudent due to a health epidemic or pandemic or other state of emergency affecting the City, the City Manager or any four (4) members of the Council may determine a regular or special meeting shall be held by Electronic Participation.
1. At least twenty-four (24) hours written notice shall be provided to each Councilmember that the meeting will be held by Electronic Participation and the agenda for such meeting shall be revised to reflect it will be held by Electronic Participation.
 2. The City Manager shall take reasonable and practical measures to ensure that:
 - a. Each such meeting is open to the public at all times, and information is provided to enable the public to Electronically Participate;
 - b. Councilmembers can hear one another or otherwise communicate with one another and can hear or read all discussion and testimony in a manner designed to provide maximum notice and participation;
 - c. All votes are conducted by roll call; and
 - d. Each such meeting provides City staff and the public a reasonable opportunity to be heard.
 3. Any quasi-judicial matter scheduled for a meeting held by Electronic Participation shall be continued by motion of the Council to the date and time of the next regular or special meeting to be held in person. If the Council is unable to determine when the next in-person regular or special meeting will be held, quasi-judicial matters scheduled for a meeting held by Electronic Participation shall be vacated and new public notice will be provided when such quasi-judicial matters are rescheduled.

V. MAYOR AND MAYOR PRO TEM

- A. The Mayor shall preside over meetings of the Council when present and able to perform mayoral responsibilities. The Mayor shall have the same voting powers as any Councilmember.
- B. By the affirmative vote of a majority of the entire Council, a Councilmember shall be appointed as Mayor Pro Tem, for a two-year term, to perform the responsibilities of the Mayor when the Mayor is absent or is otherwise unable to perform the responsibilities of the Mayor.

VI. MEETING PROCEDURE

A. PREAMBLE

- 1. A bedrock principle of a representative democracy is notice of impending governmental action and an opportunity for members of the public and their representatives to be heard. Principles of good government include deep respect for citizens; prudent stewardship of public resources, including the time of its citizens, staff members and elected officials; direction that is clear and decisive; and decision making that is reasonably consistent, equitable, flexible, and transparent.
- 2. Through the application of these Rules, Council intends to ensure that it balances the principles described in the previous section in a way that ensures robust debate and accountability of City government to its residents. To that end, these procedures are not meant to be employed for the purpose of unreasonable rigidity, surprise, suppression of competing views, or needless prolonging of action.

- B. CHAIR'S DISCRETION & RIGHT OF APPEAL Council intends that the Chair shall have reasonable discretion in the application of these procedures subject to section VII.A.

- C. ORDER OF BUSINESS AT REGULAR MEETINGS: The order of business at regular Council meetings shall be as follows; however, Council in its sole discretion may adjust such order to accommodate schedules or when otherwise deemed appropriate.

- 1. CALL TO ORDER
- 2. PLEDGE OF ALLEGIANCE

3. APPROVAL OF AGENDA
4. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA, OR ON THE CONSENT AGENDA
5. CONSENT AGENDA
6. COUNCIL INFORMATIONAL COMMENTS ON PERTINENT ITEMS NOT ON THE AGENDA
7. CITY MANAGER'S REPORT
8. REGULAR BUSINESS
9. CITY ATTORNEY'S REPORT
10. COUNCIL COMMENTS, COMMITTEE REPORTS, AND IDENTIFICATION OF FUTURE AGENDA ITEMS
11. ADJOURNMENT

D. CONSENT AGENDA: The Consent Agenda contains items considered routine and shall be approved, adopted, accepted, or otherwise acted upon, by motion of the Council and voice vote for approval of the Consent Agenda, unless the Mayor or a Councilmember specifically requests an item be considered under Regular Business. Items removed from the Consent Agenda and considered under Regular Business will be placed in the agenda order as determined by the Chair.

If the City Council fails to adopt a motion to approve the Consent Agenda, then each item will be added to the Regular Business agenda and considered individually.

E. PUBLIC COMMENTS: The following provisions apply to any section of the agenda where public comments are allowed.

1. All regular and special meetings of the Council shall be open to the public. Members of the public shall have a reasonable opportunity to be heard at each meeting. The Chair may permit public comment on any item at the time such item is being considered by the Council.
2. Regular meetings include specifically designated times for citizens to make public comment. Each speaker shall be limited to three (3) minutes.
3. The Chair may exercise discretion and permit multiple citizens to designate someone to speak for them and aggregate their three-minute limit time up to a maximum of six (6) minutes of speaking time for their designated spokesperson. Those pooling their time must be

physically present, identify themselves, and designate their spokesperson. A designated spokesperson may not speak for more than one group.

4. On any item with a second round of public comments, such as a second round of public comment on an ordinance, during such second round each speaker shall be limited to three (3) minutes and time may not be pooled.
5. The Chair shall enforce compliance with the time limits, and time shall be kept on a public comment clock. The public comment clock shall be controlled by the City Clerk.

F. **WRITTEN COMMUNICATIONS:** Interested parties, or their authorized representatives, may address the Council by submitting written communication concerning any matter on the Council agenda. Such a written communication may be submitted by electronic mail or by addressing the communication to the City Clerk who will distribute copies to the Council. The communication will be entered into the record without the necessity of reading. A copy of the communication shall be posted at the meeting for the public to review. Anonymous written communications will not be accepted into the record.

G. **ACTION:** The Council shall act only by ordinance, resolution, or motion. Each action shall be recorded in the minutes of the meeting. The Council may select the appropriate form for its action, except where a specific form is required by the Charter or the Code. The Council may take any of the following actions on an agenda item: approve, approve subject to conditions, disapprove or deny, continue to a date certain, adopt a motion to take no further action, remand a matter to a board or commission having jurisdiction, or such other action as is permitted by law.

H. **VOTING:**

1. Except where a greater number is required by the Charter (as summarized below), resolutions and motions require the affirmative vote of a majority of the members of the Council present.
2. Except where a greater number is required by the Charter (as summarized below), the final adoption of any ordinance shall require the affirmative vote of a majority of the entire Council.
3. The following items require the affirmative vote of a majority of the

entire Council for approval: The appointment of a Councilmember as Mayor pro tem; the appointment or removal of the City Manager, City Attorney or City Prosecutor; the appointment or removal of a board, commission, task force or committee member; and the adoption of a resolution to revise the boundaries of any City ward.

4. The following items require the affirmative vote of two-thirds (2/3) of the entire Council: The appointment or removal of the Presiding Municipal Judge or any deputy municipal judge; the adoption of an emergency ordinance; the holding of an executive session; the adoption of an ordinance submitting a proposed amendment to the City Charter to a vote of the registered electors of the City; and an ordinance placing open space into a less protected classification under the Charter.
 5. No member of the Council shall vote on any matter concerning the member's own conduct.
 6. Each member of the Council's vote on an ordinance or resolution shall be recorded in the minutes.
 7. Any member of the Council absent from a session of a quasi-judicial hearing of the Council shall not vote on the matter(s) that was the subject of such hearing, unless the member of the Council has first listened to or viewed the recording of the earlier session of the hearing from which the member of Council was absent.
 8. A member of the Council shall not attend or watch any quasi-judicial hearing of any lower tribunal of the City in which the lower tribunal considers any matter which may be submitted to Council through the hearing process or an appeal. If a member of the Council does attend or watch such a hearing, he or she shall recuse himself or herself from consideration of the matter if it comes before the Council.
- I. **ORDINANCE REQUIRED:** The following acts of the Council shall be by ordinance:
1. Authorizing the borrowing of money, imposing a new tax, increasing a tax rate, or approving a lease-purchase agreement;
 2. Approving any transfer of fee ownership in real property owned by the City;
 3. Approving any transfer of water rights owned by the City; or

4. Establishing any regulation for violation of which a fine, imprisonment, or both may be imposed.

J. ORDINANCES PROCEDURE:

1. Adoption Procedure – Non-Emergency Ordinances

- a) **First Reading:** The ordinance shall be introduced by title at a regular or special meeting of the Council. The Council shall vote to amend, adopt, or reject the ordinance, or take such other action as it deems appropriate. If the ordinance is adopted on first reading, it shall be published in full as required by the Charter.
- b) **Second Reading:** The ordinance shall be introduced by title at a second regular or special meeting of the Council, which shall be held not earlier than four (4) days after the first publication. The Council shall vote to amend, finally adopt, or reject the ordinance, or take such other action as it deems appropriate. Upon final adoption, the ordinance shall be published by title; however, if the ordinance is amended prior to final adoption, the amendment shall be published in full. If published by title, the ordinance shall contain a notice that copies of the full ordinance are available at City offices and on the City's website.

2. Adoption Procedure – Emergency Ordinances

- a) The Council may finally adopt an ordinance on an emergency basis without necessity of two readings and prior publication under circumstances constituting an emergency when expedited Council action is required.
- b) An emergency ordinance may be introduced and finally adopted at any regular or special meeting after only one (1) reading and need not be published before final adoption. An emergency ordinance shall take effect upon final adoption or on such later date as specified in the ordinance. Following final adoption, an emergency ordinance shall be published in full.
- c) An emergency ordinance shall require the affirmative vote of two-thirds (2/3) of the entire Council. The facts showing the emergency shall be specifically stated in the ordinance.

3. Public Hearing

- a) No ordinance shall be adopted without first holding at least one (1) public hearing on the ordinance.
- b) Except for an emergency ordinance, the public hearing shall be held at the meeting at which the ordinance is to be considered on second reading, and prior to Council action on second reading. The public hearing on an emergency ordinance shall be held at the meeting at which the emergency ordinance is to be considered.
- c) The Chair shall provide at least one (1) opportunity for public comments on the ordinance prior to the initial Council discussion of the ordinance. Therefore, if any member of the Council desires Council discussion of the ordinance at the time of first reading, the Chair shall afford an opportunity for public comments prior to Council discussion and action on first reading.
- d) The Chair shall provide at least one (1) additional opportunity for public comments on the ordinance following the initial Council discussion but before Council action on the ordinance.

VII. PARLIAMENTARY PROCEDURE

- A. POINTS OF ORDER: The Chair shall determine all points of order, subject to the rights of any member of the Council to appeal to the Council, in which case the point of order shall be resolved by vote of a majority of the members of Council present.
- B. RIGHT OF THE FLOOR: Any member of the Council desiring to speak shall be recognized by the Chair.
- C. CLOSE OF PUBLIC COMMENT PERIOD: The Chair shall close the public comment period of a public hearing. The public comment period shall stay closed during Council discussion unless the Chair determines the public comment period shall be reopened for the receipt of new information.
- D. MOTIONS: Motions may be made by any member of the Council, including the Chair, provided that before the Chair offers a motion, the opportunity for making a motion should be offered to other members of the Council. Any member of the Council, other than the person offering the motion, may second a motion.
- E. PROCEDURES FOR MOTIONS: The following is the general procedure for

making motions:

1. Before a motion can be considered or debated it must be seconded; however, no action taken shall be invalidated simply because a motion was not properly made, seconded or recorded.
 2. A member of the Council who wishes to make a motion should do so through a verbal request to the Chair.
 3. Once the motion has been made and seconded, the Chair shall open the matter for discussion offering the first opportunity to the moving party and thereafter to any member of the Council recognized by the Chair.
 4. Once the matter has been discussed and the Chair calls for a vote, no further discussion will be allowed; provided, however, that members of the Council may be allowed to explain their votes.
- F. AMENDMENTS TO MOTIONS: Once a motion has been made and seconded, any member of the Council who did not make or second the motion may offer an amendment to the motion. If the members of the Council who made and seconded the motion accept the offered amendment, then the motion shall be considered amended without necessity of a separate motion on the “friendly amendment” and the Council may then vote on the motion, as amended. If such an offered “friendly amendment” is rejected by either of the members who made or seconded the motion, then a Council vote shall be taken on the proposed amendment. For sake of clarity, Council shall strive to ensure that no main motion shall be amended more than two (2) times, either by a friendly amendment or amendments adopted by Council vote.
- G. SUBSTITUTE MOTIONS: Any member of the Council shall have the right to make a substitute motion. Such a motion shall be offered only to substitute a new motion for the entirety of a pending motion. A substitute motion requires a second, may be amended in accordance with previous section, and shall take precedence over the pending motion. If the substitute motion is not seconded or is not adopted, then the Council shall proceed with consideration of the pending motion as if the substitute motion were never made.
- H. DISCUSSION: Speakers shall confine themselves to the question under discussion. All discussion must be germane to the agenda item.
- I. MOTION TO END DEBATE: Any member of the Council may make a

motion to end debate (also known as “calling the question”). If such a motion is made and seconded, the Chair shall immediately call for a vote on the motion. If the motion is not approved by 2/3 of the members of the Council present and voting, the Chair shall allow for debate to continue. If the motion is approved, the Chair shall call for a motion on the matter under consideration.

- J. **ALL MEMBERS MAY SPEAK:** Each member of the Council shall have the right to speak and ask questions prior to a vote.
- K. **AFTER VOTING:** Once a vote has been taken on a motion, there shall be no further discussion on that motion unless a motion to reconsider is properly made, seconded, and adopted.
- L. **MOTION TO RECONSIDER:** A motion to reconsider may only be made at the same meeting at which the motion to be reconsidered was made or at the next regular meeting of the Council. The motion must be made by a member of the Council on the prevailing side of the motion to be reconsidered. The required second on the motion need not be a member of Council from prevailing side. The motion is debatable but only for the reasons to explain or justify reconsideration and not for the purpose of debating the merits of the motion. An affirmative vote of 2/3 of the members of the Council present and voting is required for approval of the motion for reconsideration.
- M. **TABLE:** The Table of Common Motions set forth in Section XI of the Rules is adopted for Council’s reference.

VIII. MEETING CIVILITY

- A. **CIVILITY AMONG MEMBERS OF THE COUNCIL:** The Chair shall preserve reasonable order and decorum and confine Council and members of the public to discussion of the questions under consideration.

The Chair shall preserve reasonable decorum and decide all questions of order, subject to appeal to the entire Council, in which case the point of order shall be resolved by a vote of the majority of the members of the Council present.

During Council meetings, members of the Council shall preserve reasonable order and decorum and shall not delay or interrupt the proceedings or refuse to obey the order of the Chair or the Rules. Every member of the Council desiring to speak shall address the Chair, and upon recognition by the Chair, shall confine himself or herself to the questions under debate. Once recognized, no member of the Council shall be

interrupted while speaking unless called to order by the Chair or unless a point of order is raised by another member of the Council.

Members of the public desiring to address the Council on any item on the agenda shall be recognized by the Chair, state their names, and are requested to state their place of residence (by address or by city, town, or county of residence). Each member of the public shall speak in an audible tone for the record, and shall limit their remarks to the questions under discussion.

IX. TABLE OF COMMON MOTIONS

Type of Motion	Second needed?	Debatable?	Vote	Effect
Main	Yes	Yes	Dependent upon subject matter of motion (see "Voting" requirements, page 9)	Proposes a new idea or action
Amend	Yes	Yes	Majority of the members of the Council present and voting	Amends the language of pending main motion
Substitute	Yes	Yes	Majority of the members of the Council present and voting	Replaces pending main motion in its entirety
End Debate (call the question)	Yes	No	2/3 of the members of the Council present and voting	Ends debate on a matter
Continue matter to date certain	Yes	Yes	Majority of the members of the Council present and voting	Suspends consideration of matter until a later meeting date
Recess	Yes	No	Majority of the members of the Council present and voting	Postpones meeting for a period of time
Adjourn	Yes	Yes	Majority of the members of the Council present and voting	Ends meeting
Reconsider; motion must be made by member on prevailing side	Yes; by any member	Yes; but only as to reasons for reconsideration.	2/3 of the members of the Council present and voting	Reconsideration of previously-adopted motion; must be at same meeting or next regular meeting
Table	Yes	No	Majority of the members of the Council present and voting	Places main motion and all pending amendments aside temporarily with the intention of bringing them back at a later time for action
Postpone indefinitely	Yes	Yes	Majority of the members of the Council present and voting	Kills main motion being discussed

City Council Meeting Minutes

**May 26, 2020
Electronic Meeting
6:00 PM**

RESOLUTION NO. 38, SERIES 2020 – A RESOLUTION AMENDING PROCEDURES TO BE UTILIZED FOR QUASI-JUDICIAL HEARINGS AT MEETINGS CONDUCTED BY ELECTRONIC PARTICIPATION

Mayor Stolzmann introduced the item. City Attorney Kelly stated the Council previously adopted Resolution No. 30 which authorized quasi-judicial meetings to be held by electronic participation. Following that there was some desire by staff to seek Council clarification regarding which types of specific applications and hearings the Council wanted to be held by appointed bodies and the Council.

This resolution specifically enumerates the types of applications and what types of hearings can be held. The other addition is new information about accessibility to meet ADA requirements and requests for accommodations for those who need them.

The resolution gives discretion to the City Manager, the Mayor, or chair of an appointed body to determine if technological or other issues are preventing proper due process at an electronic hearing. If that is the case, the hearing will be vacated or continued to a later date when it could be held at an in-person meeting.

Public Comments – None.

Councilmember Brown suggested one amendment to the resolution: adding to Section 1A1 that Public Meetings before City Council held by Electronic participation under this Section 1. A. 1. must also include an in-person participation option. He stated he feels strongly that people need an in-person option for attending public hearings.

Councilmember Brown moved for approval with the one amendment he suggested; Mayor Pro Tem Maloney seconded.

Councilmember Lipton was concerned this is overly broad as it requires all land use applications, even minor ones, have an in-person component.

Councilmember Leh asked if Councilmember Brown if he wants to add this as he feels the in-person component is legally required. Councilmember Brown stated he is

suggesting the change because he hears from people in the community that they want a way to comment in-person on land use cases. It is important to them to have that option.

Councilmember Leh stated he has concerns with Section 1A2. He does not want items subject to referendum to be heard in an electronic meeting by either the City Council or the Planning Commission. He would also like more discussion on accessibility for electronic meetings and additional procedures for quasi-judicial hearings.

Mayor Stolzmann stated she supports the motion. The resolution doesn't solve the problem of in-person meetings but does expand the ability to conduct business once that is resolved. She noted that if the Council doesn't approve this we can't address any of these types of business. It is a good move in the right direction.

Mayor Pro Tem Maloney stated he supports this resolution as it clarifies how we handle certain items and having public input is at the heart of our Charter.

Councilmember Lipton stated that as amended this is saying that all land use applications must be held in-person and with an electronic component and if that is the intent it is not clear nor is it good policy. He stated in his ward he has not gotten requests for in-person meetings to resume. He suggested it go back to Legal Committee for more discussion.

City Manager Balser stated staff brought this to get clarification not just for quasi-judicial hearings before City Council but also that those could happen at Planning Commission. There are meetings in the queue for Planning Commission and we would like it to be clear we can have those meetings electronically. What staff heard previously is that those items not subject to referendum should be able to come forward through the electronic process and this would clarify that.

Councilmember Fahey stated that at both the earlier Council meeting and the Legal Committee meeting the goal was to make sure that quasi-judicial items, not subject to referendum, could come through the process with electronic meetings for the Council and boards and commissions.

Councilmember Fahey made a substitute motion to approve the resolution as originally presented without Councilmember Brown's amendment; Councilmember Dickinson seconded the motion.

Councilmember Dickinson stated he agrees with the goal of allowing items to proceed with electronic meetings for all items not subject to referendum.

Councilmember Leh gave a friendly amendment to approve the resolution as written but insert in Section 1A2 the words "and Planning Commission" so the paragraph reads: "Land use applications the final decision regarding which is subject to referendum: Public hearings before all Appointed Bodies may be held by Electronic Participation, but City Council and Planning Commission hearings must be held at an in-person meeting. These

types of applications include, but are not limited to, zoning and rezoning applications, including applications for General Development Plans and amendments thereto.”

Councilmember Fahey accepted the amendment; Councilmember Dickinson accepted.

Councilmember Brown stated he still supports that all land use applications all have an in-person component.

Roll Call Vote: motion passed 4-3 (Councilmember Brown, Mayor Stolzmann, and Leh voting no).

DRAFT

SUBJECT: RESOLUTION NO. 38, SERIES 2020 – A RESOLUTION AMENDING PROCEDURES TO BE UTILIZED FOR QUASI-JUDICIAL HEARINGS AT MEETINGS CONDUCTED BY ELECTRONIC PARTICIPATION

DATE: JUNE 2, 2020

PRESENTED BY: KATHLEEN KELLY, CITY ATTORNEY
HEATHER BALSER, CITY MANAGER

SUMMARY:

Should City Council approve reconsideration of Resolution No. 38, Series 2020 in the previous agenda item, City Council will next discuss consideration of the final approved Resolution from May 26, 2020. At the May 26, 2020 City Council meeting City Council approved Resolution No. 38, Series 2020 amending procedures to be utilized for quasi-judicial hearings at meetings conducted by electronic participation. The attached resolution sought to clarify City Council’s policy regarding quasi-judicial hearings, particularly as it relates to matters that may be heard by electronic participation.

Resolution No, 38, 2020 was approved as presented on May 26, 2020 with an amendment to insert in Section 1A2 the words “and Planning Commission” so the paragraph reads:

“Land use applications the final decision regarding which is subject to referendum: Public hearings before all Appointed Bodies may be held by Electronic Participation, but City Council **and Planning Commission** hearings must be held at an in-person meeting. These types of applications include, but are not limited to, zoning and rezoning applications, including applications for General Development Plans and amendments thereto.”

As noted in the Council Communication regarding consideration of in-person meetings, which was the item discussed by the City Council immediately prior to Resolution No. 38 at the May 26 meeting, the current CDPHE Public Health Order exempts only “legislative bodies”, i.e. City Council in this case, not Planning Commission, from the 10-person limit on public and private gatherings. While we do expect the state to issue a revised Public Health Order as soon as June 1st, under the current Order Resolution No. 38 prevents the Planning Commission from holding a public hearing on items subject to referendum

FISCAL IMPACT:
N/A

PROGRAM/SUB-PROGRAM IMPACT:
This resolution will help the City meet its goals of inclusive, transparent, and efficient governance during the COVID-19 pandemic.

SUBJECT: RESOLUTION NO. 38, SERIES 2020

DATE: JUNE 2, 2020

PAGE 2 OF 2

RECOMMENDATION:

Should City Council desire to do so, adopt a motion to approve Resolution No. 38 with or without any changes or modifications.

ATTACHMENT(S):

1. Resolution No. 38, Series 2020

STRATEGIC PLAN IMPACT:

<input type="checkbox"/>	 Financial Stewardship & Asset Management	<input checked="" type="checkbox"/>	 Reliable Core Services
<input type="checkbox"/>	 Vibrant Economic Climate	<input type="checkbox"/>	 Quality Programs & Amenities
<input type="checkbox"/>	 Engaged Community	<input type="checkbox"/>	 Healthy Workforce
<input type="checkbox"/>	 Supportive Technology	<input type="checkbox"/>	 Collaborative Regional Partner

RESOLUTION NO. 38
SERIES 2020

A RESOLUTION AMENDING PROCEDURES TO BE UTILIZED FOR QUASI-JUDICIAL HEARINGS AT MEETINGS CONDUCTED BY ELECTRONIC PARTICIPATION

WHEREAS, on March 15, 2020, 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”) in response to the widespread pandemic Novel Coronavirus (COVID-19); and

WHEREAS, by Resolution No. 27, Series 2020, adopted on March 16, 2020, the City Council continued in effect the Mayor’s Declaration until terminated by resolution of the City Council; and

WHEREAS, by Resolution No. 26, Series 2020, also adopted on March 16, 2020, the City Council amended its Rules of Procedure to provide for electronic meeting participation in certain situations, including when meeting in person is not practical or prudent due to a health epidemic or pandemic; and

WHEREAS, on March 25, 2020, the Governor of the State of Colorado issued Executive Order D2020-17, ordering the Colorado Department of Health and Environment (“CDPHE”) to issue a state-wide “Stay at Home” public health order; and

WHEREAS, also on March 25, 2020, the CDPHE issued an Amended Public Health Order 20-24 Implementing Stay at Home Requirements, which Order has since been updated twice, and which Order requires all individuals currently living within the State of Colorado to stay at home whenever possible, and only to leave to perform or utilize “Necessary Activities,” as defined in the Order; and

WHEREAS, by Resolution No. 29, series 2020, adopted on March 31, 2020, the City Council authorized boards, commissions, and committees established by the City Council (“Appointed Bodies”) to also hold meetings by electronic participation when meeting in person is not practical or prudent due to a health epidemic or pandemic; and

WHEREAS, by Resolution No. 30, Series 2020, adopted on April 7, 2020, the City Council amended its Rules of Procedure to allow quasi-judicial hearings to be conducted during a health epidemic or pandemic or other state of emergency affecting the City that is or will be extraordinary, according to procedures set forth in Resolution No. 30; and

WHEREAS, Resolution No. 30 likewise authorized Appointed Bodies of the City to hold quasi-judicial hearings in accordance with the procedures set forth therein; and

WHEREAS, on April 26, 2020, Colorado Governor Polis issued Executive Order D2020-44, adopting a “Safer at Home” approach to the COVID-19 Pandemic, which loosened certain restrictions that were in effect under the Stay at Home order, in order to allow many people within Colorado to return to work while maintaining sustainable levels of social distancing, while still recommending most people residing in the state to remain in their residences except when engaging in Necessary Activities; and

WHEREAS, also on April 26, 2020, the CDPHE issued Public Health Order 20-28 to implement the Governor’s Safer at Home order, which will be in effect until May 26, 2020 unless extended, rescinded, superseded, or amended in writing by the CDPHE; and

WHEREAS, the City Council and Appointed Bodies have not been able to meet in person for an extended period of time and it is unclear when in-person meetings may safely be resumed, thus the nature and extent of the COVID-19 Pandemic is extraordinary; and

WHEREAS, the City Council finds that holding quasi-judicial hearings constitutes an important function of City government; that not holding such hearings for an extended period of time may present a burden to City residents, property owners, and businesses; and that the public health, safety, and welfare of the City will best be secured and protected during this COVID-19 Pandemic by permitting quasi-judicial hearings to proceed at electronic meetings in accordance with the procedures set forth herein; and

WHEREAS, the City Council desires by this Resolution to clarify its policy regarding quasi-judicial hearings, particularly as it relates to the matters that may be heard by Electronic Participation.

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

Section 1. The City Council and Appointed Bodies are hereby authorized to hold quasi-judicial hearings at a meeting by Electronic Participation, subject to the procedures set forth in this Resolution.

A. **Matters for which Electronic Quasi-Judicial Hearings may be Held.** Only the following types quasi-judicial hearings may be held at a meeting by Electronic Participation:

1. Land use applications the final decision regarding which is not subject to referendum: Public hearings before City Council and all Appointed Bodies may be held by Electronic Participation. These types of applications include, but are not limited to, Planned Unit Development, subdivision plats, and special review uses.

2. Land use applications the final decision regarding which is subject to referendum: Public hearings before all Appointed Bodies may be held by Electronic Participation, but City Council and Planning Commission hearings must be held at an in-

person meeting. These types of applications include, but are not limited to, zoning and rezoning applications, including applications for General Development Plans and amendments thereto.

3. Historic Preservation applications. These types of applications include, but are not limited to, landmark designations, landmark alteration certificates, and demolition reviews.

4. New license applications and applications for renewals of existing licenses where a public hearing is required or ordered by the applicable licensing authority. These types of applications include, but are not limited to, liquor license applications, medical marijuana license applications, and retail marijuana license applications.

B. Applicant's Written Request. For any application set forth in Section A, above, a written request for a hearing by Electronic Participation shall be made by the applicant on a form provided by the City. The applicant shall acknowledge that holding a quasi-judicial hearing by Electronic Participation presents certain legal risks and involves an area of legal uncertainty, and the applicant shall agree that moving forward with a quasi-judicial hearing by Electronic Participation shall be at their own risk. Applicants requesting a hearing by Electronic Participation pursuant to Section A.1 or A.2 above shall additionally agree to defend and indemnify the City in any action that may arise out of, or in connection with, conducting the hearing by Electronic Participation; if such is not provided, no public hearing will be held until in-person meetings have resumed and the applicant will be deemed to have consented to a delay in the holding of a public hearing.

C. Notice Requirements.

1. The required notice for the hearing and the agenda for the meeting at which the hearing will be held shall each include information about how the hearing will be conducted and how the public can access, observe, and participate in the hearing. If such notice as required by the Louisville Municipal Code or otherwise by law has already been provided for a hearing to be held in person, such additional notice shall be given as to reasonably inform interested persons that such hearing will instead be held by Electronic Participation; provided, however, this additional notice shall not be deemed jurisdictional.

2. The notice shall advise that relevant documents will be made available online and that any interested party may contact the City Clerk to receive a paper copy if unable to access the online documents. Interested parties will be encouraged to submit written comments in advance of the hearing, which comments will be made a part of the record of the hearing.

D. Documents. The City Clerk or Secretary of the applicable board or commission shall set deadlines for submission of documents depending on the nature of the hearing. Materials

relevant to the hearing, including but not limited to materials related to specific applications and other documents to be shown electronically during the hearing, will be made available online at least 72 hours in advance for public inspection prior to, during, and after the hearing.

E. Hearing Procedures. At the outset of the hearing, the presiding officer of the Public Body shall describe the hearing procedure, including how testimony and public comment will be received. The applicant shall be given an opportunity to object to the hearing procedure. The presiding officer shall rule on any such objection, and the decision of the presiding officer shall be final.

F. Record. The City Clerk or Secretary of the applicable board or commission shall ensure that all equipment used for the hearing is adequate and functional for allowing clear communication among the participants and for creating a record of the hearing as required by law. Provided, however, the City Clerk or Secretary shall not be responsible for resolving any technical difficulties incurred by any person participating in the hearing.

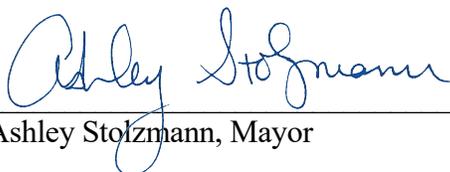
G. Accessibility. All hearings conducted pursuant to this Resolution shall be held on an electronic platform generally meeting Web Content Accessibility Guidelines (“WCAG”) 2.1 and the agenda for such meeting shall contain the following notice:

Persons with disabilities planning to participate in the meeting who need sign language interpretation, assisted listening systems, Braille, taped material, or closed captioning should contact the City Manager’s Office at (303) 335-4533. A forty-eight hour notice is requested.

H. Hearing May be Vacated or Continued. The procedures adopted by this Resolution create no right in any party to a quasi-judicial matter to have a hearing conducted by Electronic Participation. If at any point the City Manager, the Mayor, or the Chair of the Appointed Body, as the case may be under the particular circumstances, determines that technological, accessibility, or other issues prevent a hearing from being held by Electronic Participation while meeting due process requirements, the hearing may be vacated or continued until such time as it may be held at an in-person meeting.

Section 2. Resolution No. 30 is hereby repealed to the extent of any inconsistency with this Resolution.

PASSED AND ADOPTED this 26th day of May, 2020.



Ashley Stolzmann, Mayor

ATTEST:



Meredyth Muth, City Clerk

