Building Code Board of Appeals

Agenda

July 23, 2020
Council Chambers
749 Main Street
7:00 PM

I. Call to Order
II. Roll Call
III. Approval of Agenda
IV. Approval of Minutes
   ➢ October 10, 2019

V. Public Comments on Items Not on the Agenda
VI. Regular Business
   ➢ Severy Creek Roofing Hearing to Show Cause-
     request to suspend or revoke a contractor’s license
     due to alleged violations of one or more Louisville
     Building Codes

VII. Staff Comments
   ➢ Chad Root, CBO

VIII. Board Comments
IX. Date of next meeting
X. Discussion Items for Next Meeting
XI. Adjourn
Building Code Board of Appeals

Meeting Minutes  October 10th, 2020

City Hall, Conference Maple
749 Main Street
6:30 PM

Call to Order: Matt Berry called the meeting to order at 6:33 PM.

Roll Call was taken and the following members were present:

Board Members Present: Matt Berry, Steve Knapp, Mason Gatto

Board Members Absent: Ed Novik, Peter Giese

Staff Members Present: Julie Burgener, Randy Dewitz

Approval of Agenda:
Steve Knapp moved and Mason Gatto seconded a motion to approve the agenda as prepared by staff. Voice vote. Motion passed _3-0.

Approval of Minutes:
Steve Knapp moved and Mason Gatto seconded a motion to approve the June 6th, 2019 minutes as prepared by staff. Voice vote. Motion passed 3-0.

Public Comments on Items not on the Agenda:
None heard.

Regular Business:
The revised BCBOA Bylaws provided by city attorney, Dianne Creswell, attached in the packet were discussed by present board member and Randy Dewitz. Steve Knapp moved and Matt Berry seconded a motion to approve the amended and restated BCBOA Bylaws of the BCBOA. Voice Vote. Motion passed 3-0

Discussion Items:
Term limits were discussed. Each member is appointed for three year term, commencing January 1st. Ed Novik’s term will end January 1st, 2020.

Staff Comments:
Randy Dewitz introduced himself as Deputy Chief Building Official and stated he was filling in for Chad Root.

Discussion Items for Next Meeting:

Adjourn:
Mason Gatto moved and Steve Knapp seconded a motion to adjourn the meeting. Motion passed unanimously by voice vote. The meeting was adjourned at 7:08 PM.
Submit this form to the Chief Building Official in the Department of Planning and Safety, Louisville City Hall, 749 Main Street, Louisville, Colorado, 80027.

AFFIDAVIT

This affidavit certifies that I, John P Ruppert, hereby allege that

(Name)

Severy Creek Roofing, Steve Louden, Lic# LSVL-001704-2018 committed one or more acts prohibited by the City's building code and request that the City make a motion to the Building Code Board of Appeals (Board) to schedule a hearing to consider an administrative remedy of temporary suspension or permanent revocation of the license or registration. In signing below, I acknowledge that the City may not make the motion to the Board if my complaint cannot be verified by the City Building Official.

I hereby swear or affirm that the facts and statements set forth below are true and correct to the best of my knowledge and belief.

Signature of Complainant: __________________________ Date: 2-27-20

Physical Address of Complainant: 641 Saint Andrews Lane Louisville, Co 80027

Mailing Address: Same

Business Address Phone: 303-818-8288 Residence Phone: 303-818-8288

Fax: NA Email Address: jruppert1957@yahoo.com

STATE OF COLORADO
COUNTY OF BOULDER

Before me, Christina L. Stapleford, a notary public, authorized to administer oaths, in and for said State of Colorado, personally appeared John P. Ruppert, whose name is subscribed to the foregoing Complaint Affidavit, and who affirms, said statements are true and he/she acknowledges for execution of said instrument to be of their own free act and voluntary deed for the uses and purposes therein set forth.

Subscribed and affirmed before me this 17th day of February, 2020

(Seal)

Christina L. Stapleford
Notary Public
State of Colorado
Notary ID 20134006854
My Commission Expires Feb 4, 2024

Commission Expires
Feb 4, 2024

Page 2.
OVERVIEW

Repair or replacement for damages caused by hail storm ——————————— June 18, 2018
  • New roof with class 4 shingles
  • New gutters and downspouts
  • Repair siding located on East side of house
  • Replace deck planking and 2 support posts
  • New window screens
  • Repair landscape lights
  • Replace metal trim on retractable awnings (2)

Signed contract with Severy Creek Roofing ———————————— October 8, 2018
  • Gave insurance checks of $8,986.86 to begin job
  • Picked shingle color ———————————— October 10, 2018
  • Estimated 2 days to complete roof
  • Estimated total job time 2 weeks (was assured several times it would be done I was
    worried about snow)
  • Didn’t here from Steve
  • Roof began leaking; caused interior ceiling water damage ———————————— October 29, 2018 (approx)
    i. Contacted Severy Creek; upon arrival verified damage
    ii. Would send someone to investigate the attic; never showed
    iii. Installed emergency tarp; asked why not just put the new roof on?
      More sob stories
  • Issued 2nd check of $5,006.55 ———————————— November 7, 2019
  • Hired roof inspector (see report) ———————————— January 7, 2020
**JOB REVIEW**

- **New Roof - Unfinished**
  i. Building permit issued
  ii. Began shingle removal
  iii. Mid-roof inspection ordered June 18th 2019 Inspection approved
  iv. Experienced second hail storm without shingles; paper only
    1. Note: Only Paper on Roof..... for 62 days
  v. Began shingling roof
  vi. Final inspection ordered August 19th Final approved
  vii. Finished work is unacceptable
  viii. Hired roof inspector (see report)
  
  October 31, 2018

- **Issued 2nd check of $5,006.55 to begin Gutters, Siding and Deck**

- **New Gutters (no downspouts) - Unfinished**
  i. Colorado Seamless Gutters of Lafayette
  ii. Finished work is unacceptable (see inspector's report)
  
  December 4, 2019

- **Repair Siding - Unfinished**
  i. Committed to start siding
  ii. Material delivered
  iii. Started job 34 days later
  iv. Worked 21st, 22nd, 23rd, and 27th in the cold and dark
  v. Finished work is unacceptable (see inspector's report)
  
  November 16, 2019

- **Replace Deck Planking - Unfinished**
  i. Estimated 2 weeks to complete
  ii. Began removing deck planks, rails, stairs
  iii. Severy emailed deck material order for review and signature
    1. Quantities grossly inaccurate
    2. Contacted supplier; verified material was 3x more than needed
    3. Order was not signed
  iv. Railings and Posts were to be reused; damaged in removal
  v. Debris removal from deck
  vi. Deck is currently half dismantled and a safety hazard
  
  November 14, 2019

- **New Window Screens - repaired and paid by me**

- **Repair Landscape Lights - repaired and paid by me**

- **Replace Metal Trim on awning - repaired and paid by me**

  December 29-31, 2019
Concerns relating to City

- Expired Roof permit: (over 180 days) before work on Roof started
- No Siding permit: (12’x13’ section)
- No Deck permit: (Need to give verbal explanation)
- Contractor’s employee or subcontractor advised me via phone and text conversations he has not been paid; $4,000.00 for Siding job.

  Alex M Smitley  
  800 South Santa Fe Ave Lot G29  
  Fountain, Co. 80817

Notes:
The two young men Severy Creek Roofing hired were not “regular” employees of the company; they were from Fountain, Colorado looking for some work.

They arrived in a small compact car with their limited tools and asked if I had a ladder he could use. I didn’t have one. He went and purchased a ladder from Louisville Lowes. This is where I should have said enough is enough and cancel everything.

- Siding materials were 16’ x 1’ boards (16’long to eliminate seems)
  - To get material from store to house they cut them in half so they would fit in his car. (Not good)
  - Material dropped off November 20, 2019
  - Raw materials rested against the house exposed to rain and snow for 34 days
  - Texted Steve on December 9, 2019 that boards where getting wet and why he hasn’t finished the job, he said he’d take care of it.
  - Started siding job December 20, 2019; 34 days later.

Prior to this on November 14th, his partner was left at our home by himself painting and a third man came to home and they began demolishing the Deck. I got home and saw what he was doing and asked why he tore down the railings, half of the floor, posts and the stairs. He said Steve told him to start tearing down the deck. My wife watched him rip the posts and iron rails down instead of unscrewing them. Throwing them down from mid house (11 feet) to the ground, bending and scratching them; the posts and iron rails were to be reused. I asked him if Steve got a permit, he said he didn’t know. On December 16th at 9:09 I texted him and sent pictures of what was going on. He texted back that he would call later. Didn’t!!! (I never does)

My wife got talking to them and found out that they were from Fountain and they planned to go home every night or sleep in their car; the friend in Lafayette offered his place.

On December 20, 2019, I found out from Alex the other young man’s name was Sean and he was put in jail and he never saw him again. Alex said he could finish the job by himself and wife.

Alex and his wife worked all day and into the night on the siding, 2 days prior to Christmas Eve. When they were leaving for the day, my wife gave them a gift certificate to a restaurant for dinner. Alex and his wife are very nice people, but he was out of his league for this job.
In closing, throughout this ordeal, I have been lied to, misled, misinformed and little cooperation in dealing with this project. I have read the BCBOA of May 2, 2019 and I see that I’m not the only Louisville resident experiencing problems with Steve Louden. His sales pitch is to come to the house and says, “let me see what the Insurance company is going to give you and, Oh, don’t worry I’ll get everything on this project done for no money out of your pocket.” He gambles he can get enough money from the insurance company to make a profit. Profit is expected, if he would just have completed the job when he said he would in two weeks. Two weeks is now 18 months and the job is still incomplete; and no work has been done since December 2019; I’ve been informed by my lawyer this is job abandonment. Of the seven individual items to date, not one has been satisfactorily completed.

Thank You

John Ruppert
641 Saint Andrews Ln
Louisville, Co. 80027
33-818-8288
BEFORE THE BUILDING CODE BOARD OF APPEALS, CITY OF LOUISVILLE, COUNTY OF BOULDER, STATE OF COLORADO

NOTICE OF HEARING ON LICENSE SUSPENSION OR REVOCATION

IN THE MATTER OF:

Severy Creek Roofing, Inc., Steve Louden, Licensee
102 S. Tejon St #1100
Colorado Springs, CO 80903

License No. LSVL-001704-2018

THIS MATTER comes before the Building Code Board of Appeals of the City of Louisville ("Board") on motion (the "Written Statement") from the City of Louisville Chief Building Official ("Building Official") alleging violations of the Louisville Municipal Code ("LMC") and International Residential Code for One-and-Two Family Dwellings, 2018 Edition, as adopted by the City ("IRC"), in response to a Verified Complaint received by the Building Official. The Written Statement is attached hereto and incorporated herein as Exhibit A.

Pursuant to LMC § 5.12.140, the Board has scheduled a hearing to take testimony and receive evidence to determine whether there is good cause to suspend or revoke Licensee's contractor license based on the allegations in the Written Statement, which if true, would constitute one or more violations of the following regulations, procedures and/or ordinances of the City of Louisville and the International Residential Code for One-and-Two Family Dwellings, 2018 Edition ("IRC"), as adopted by the City in LMC § 15.05.010:

A. LMC § 5.12.090 which reads as follows: "The contractor shall be responsible for all work included in its contract whether or not such work is done by the contractor directly or by a subcontractor. A contractor shall be responsible for all funds or property received by it for prosecution, for completion of a specific contract, or for a specific purpose."

B. LMC § 5.12.100 which reads as follows: "All provisions of this Code, other city ordinances, and state and federal laws addressing measures for the safety of workers and the public shall be observed by contractors and registrants within the city, in addition to any requirements contained within this chapter...It shall be unlawful for a contractor to be careless or negligent in obtaining minimum safety measures, including appliances, apparatus, and equipment, to protect workers and the public."

C. LMC § 5.12.120 which reads as follows: "It shall be unlawful for a contractor to fail to obtain inspection services when required, or to fail to obtain a permit when it is required."

D. LMC § 5.12.130 which reads as follows: "It shall be unlawful for any contractor licensed or registered under this chapter to without good cause abandon any contract or undertaking, or to make material departure from the city-approved plans and specifications for any contract or undertaking."

E. LMC § 5.12.150.A which reads as follows: "It shall be unlawful for any contractor licensed or registered under the provisions of this chapter to violate any provision of this chapter; or to refuse to obey any order issued, or neglect to pay any fee assessed, under authority of this chapter."
F. IRC § R105.1 which reads as follows: “Any owner or owner’s authorized agent who intends to construct, enlarge, alter, repair, move, demolish or change the occupancy of a building or structure, or to erect, install, enlarge, alter, repair, remove, convert or replace any electrical, gas, mechanical or plumbing system, the installation of which is regulated by this code, or to cause any such work to be performed, shall first make application to the building official and obtain the required permit.”

G. IRC § R109.1 which reads as follows: “For on-site construction, from time to time the building official, upon notification from the permit holder or his agent, shall make or cause to be made any necessary inspections and shall either approve that portion of the construction as completed or shall notify the permit holder or his or her agent wherein the same fails to comply with this code.”

H. IRC § R109.1.5 which reads as follows: “In addition to inspections in Sections R109.1.1 through R109.1.4, the building official shall have the authority to make or require any other inspections to ascertain compliance with this code and other laws enforced by the building official.”

I. IRC § R109.3 which reads as follows: “It shall be the duty of the permit holder or their agent to notify the building official that such work is ready for inspection. It shall be the duty of the person requesting any inspections required by this code to provide access to and means for inspection of such work.”

WHEREFORE, you as the Licensee are hereby ORDERED to appear before the Board at the Louisville City Hall, 749 Main St, Louisville, CO 80027 on the 23rd day of July, 2020, at 7:00 p.m., or as soon thereafter as you can be heard, TO SHOW CAUSE WHY YOUR LICENSE, AS DESCRIBED ABOVE, SHOULD NOT BE SUSPENDED OR REVOKE.

You are entitled to have an attorney represent you at the hearing. If you should retain an attorney, you should do so well in advance of the hearing. If postponement of the hearing is desired, it should be requested at least five (5) days prior to the above-mentioned date. A postponement will not be granted except for good cause shown. If you should fail to appear at the aforementioned time and place, testimony will be taken in reference to the allegations, upon which evidence the Board may suspend or revoke your license to operate under the terms of the aforementioned regulations, ordinances, and/or laws.

IT IS FURTHER ORDERED that a copy of this Notice shall be mailed or delivered to the above-mentioned Licensee.

Dated this 12th day of June, 2020.

CITY OF LOUISVILLE, COLORADO
BUILDING CODE BOARD OF APPEALS

By:

Chair

ATTEST:

By:

Meredith Muth, City Clerk

CERTIFICATE OF MAILING
I hereby certify that true copies of the foregoing NOTICE OF HEARING ON LICENSE SUSPENSION OR REVOCATION were placed in the U.S. mail, both regular mail and a copy sent certified mail return receipt requested, this ___ day of ___ , 2020 addressed to:

Severy Creek Roofing, Inc.
Attn: Mr. Steve Louden, Owner
102 S. Tejon St #1100
Colorado Springs, CO 80903

Severy Creek Roofing, Inc.
Attn: Mr. Steve Louden, Owner, or
Mr. Hunter Louden, Administrator
1320 Simms Street
Lakewood, CO 80401

Meredith Muth, City Clerk

BEFORE THE BUILDING CODE BOARD OF APPEALS, CITY OF LOUISVILLE, COUNTY OF BOULDER, STATE OF COLORADO

AFFIDAVIT OF SERVICE

IN THE MATTER OF:

Severy Creek Roofing, Inc., Steve Louden, Licensee
102 S. Tejon St #1100
Colorado Springs, CO 80903

License No. LSVL-001704-2018

I hereby certify that a true copy of the foregoing NOTICE OF HEARING ON LICENSE SUSPENSION OR REVOCATION was served in the County of _____, Colorado on this ______ day of __________________, 2020 by hand delivery to ____________________________ [print name].

BY: ________________________________

TITLE: ______________________________
Exhibit A
(Copy of City's Written Statement)
Department of Planning and Building Safety

Date: June 18th, 2020
To: Building Code Board of Appeals
CC: Rob Zuccaro, Director of Planning and Building Safety
From: Chad Root, Chief Building Official
Re: Mr. Steve Louden, Owner of Sever Creek Roofing, Inc.

Notice of Written Statement for the Suspension or Revocation:

Let it be known that I, Chad Root, the Building Official for the City of Louisville have received an Affidavit from Mr. John Ruppert, a resident of the City of Louisville whose residence is locate at 641 St. Andrews Louisville Colorado 80027 in which Mr. Ruppert requested that the Building Code Board of Appeals (the "Board") schedule a hearing to consider an administrative remedy of temporary suspension or revocation of the license or registration of the contractor's license of one Steven Louden the owner of Sever Creek Roofing, Inc. (individual and business referred to hereinafter as "Mr. Louden") with the principal office located at 102 S. Tejon St #1100, Colorado Springs, CO 80903.

Pursuant to the Louisville Municipal Code ("LMC") § 5.12.140(b) and Article VIII, § 3.A.ii of the By-Laws of the Board, I have reviewed Mr. Ruppert's complaint and have verified the complaint by determining that there are facts and grounds, in the complaint and in City records, to require Mr. Louden to appear before the Board, based on alleged violations of City of Louisville's Building Code and LMC as listed below:

1. Alleged fact: That on or about October 31, 2018, Mr. Louden pulled a roofing permit for Mr. Ruppert's home at 641 St Andrews, Louisville, CO 80027. Steve requested and was granted a permit extension for 180 days for Mr. Ruppert's roofing permit around May of 2019 since his permit was getting ready to expire. He then began to remove shingles on June 6, 2019. The midroof inspection was on June 19, 2019. On July 6, 2019 while the roof was still exposed the the weather by felt paper the owner experienced the second
hail storm with only felt paper on his roof. After 62 days of only felt paper on his roof Mr. Louden began to shingle to shingle the roof on August 11, 2019. Final inspection of roof on August 20, 2019. Per Mr. Ruppert the finished work unacceptable. Mr. Ruppert hired a private roof inspector and has report. On November 16, 2019 Mr. Severy committed to Mr. Ruppert that he would start siding the house. On November 20, 2019 Matteriial arrived and December 30, 2019 the work started. The subcontractor that Severy hired worked on December 21, 22, and 23rd in the cold and the dark The finished work was unacceptable to Mr. Ruppert and NO permit was pulled for this work. On November 14, 2019 Mr. Severy's subcontractor began to remove deck planks, rails and stairs. On November 21, 2019 Mr. Severy emailed deck material order for review and Mr. Ruppert's signature. Mr. Ruppert noticed that the quantities were grossly inaccurate, Mr. Ruppert contacted the supplier and verified that the material was 3 times more than what was needed, Mr. Ruppert did not sign the order. The railing and post for the deck were to be reused and damaged one removed. On December 29 thru the 31 of 2019 the debris from the deck was removed. Currently deck is half way dismantled and is a safety hazard.

a. **Alleged violation:** If true, the installation of the siding and work on the deck without a building permit would violate LMC § 5.12.120 (Failure to obtain required permit or inspection), which reads as follows: "It shall be unlawful for a contractor to fail to obtain inspection services when required, or to fail to obtain a permit when it is required." (Emphasis added.)

b. **Alleged violation:** If true, the installation of the siding without obtaining inspection services would violate LMC § 5.12.120 (Failure to obtain required permit or inspection), which reads as follows: "It shall be unlawful for a contractor to fail to obtain inspection services when required, or to fail to obtain a permit when it is required." (Emphasis added.)

c. **Alleged violation:** If true, the failure to install the new roof in a timely fashion would violate LMC § 5.12.130 (Abandon contract or departing from specifications prohibited), which reads as follows: "It shall be unlawful for any contractor licensed or registered under this chapter to without good cause abandon any
contract or undertaking, or to make material departure from the city-approved plans and specifications for any contract or undertaking." (Emphasis added.)

d. **Alleged violation:** If true, the demolition of the deck without a permit and the time frame in which the deck has been abandoned and is a safety hazard makes Mr. Louden is in violation LMC § 5.12.090 (Responsibility for Contracted Work) which reads as follows: "The contractor shall be responsible for all work included in its contract whether or not such work is done by the contractor directly or by a subcontractor. A contractor shall be responsible for all funds or property received by it for prosecution, for completion of a specific contract, or for a specific purpose." and LMC § 5.12.100 (Safety Standards Generally) which reads as follows: "A. All provisions of this Code, other city ordinances, and state and federal laws addressing measures for the safety of workers and the public shall be observed by contractors and registrants within the city, in addition to any requirements contained within this Chapter. B. It shall be unlawful for a contractor to be careless or negligent in obtaining minimum safety measures, including appliances, apparatus, and equipment, to protect workers and the public." (Emphasis added.)

e. **Alleged violation:** If true, the installation of the siding without a building permit, the demolition of the deck and leaving it in a state that is a safety hazard and abandoning the project violated LMC § 5.12.140 (Violation, penalty.), which reads as follows: "A. It shall be unlawful for any contractor licensed or registered under the provisions of this chapter to violate any provision of this chapter; or to refuse to obey any order issued, or neglect to pay any fee assessed, under authority of this chapter.

B. It shall be unlawful for any person to erect, construct, enlarge, alter, repair, move, improve, convert, demolish, equip, use, occupy, or maintain any building or structure in the city, or to cause such work to be done, contrary to or in violation of any provision of this chapter.
C. Any person violating any provisions of this chapter shall be guilty of a municipal offense and shall be subject to the penalty provided in section 128.010 of this Code.

D. The suspension or revocation of any license, permit, or privilege conferred by the city shall not be deemed a penalty for the purposes of this section. ” (Emphasis added.)

Staff Recommends: That Steve Louden and Severy Creek’s contractor’s license be revoked for no less than three years and that the Building Code Board of Appeals should schedule a hearing to determine if Mr. Louden’s License should be revoked for all new permits with the ability of Steve Louden and Severy Creek to finish up current jobs that have started.
EXHIBIT 1  CONTRACTORS LICENSE
EXHIBIT 2  TIMELINE OF EVENTS
EXHIBIT 3  CONTRACT WITH HOMEOWNER
EXHIBIT 4  REROOF PERMIT AT 641 ST ANDREWS LANE
EXHIBIT 5  REROOF EXTENSION REQUEST
EXHIBIT 6  REROOF INSPECTION HISTORY
EXHIBIT 7  INDEPENDENT INSPECTION REPORT
EXHIBIT 8  PHOTOS OF REROOF
  8a-reroof picture
  8b-reroof picture
EXHIBIT 9  PHOTOS OF SIDING- NO PERMIT
  9a-residing photo
  9b-residing photo
  9c-residing photo
EXHIBIT 10 PHOTOS OF DECK-NO PERMIT
  10a deck photo
  10b deck photo
  10c deck photo
  10d deck photo
  10e deck photos
  10f deck photo
  10g deck photo
EXHIBIT 11 Minutes from BCBOA Meeting, May 2, 2018.
EXHIBIT 1-Contractor’s License

City of Louisville
COLORADO • SINCE 1878

City of Louisville
Department of Planning & Building Safety
749 Main Street
Louisville CO 80027
303.335.4584
www.louisvilleco.gov

CONTRACTOR'S LICENSE

ISSUED TO: Julie Weaver, Severy Creek Roofing
LOCATION: 200 South Union Blvd Suite 200
           Lakewood, CO 80228

MASTER LICENSE HOLDER:

ISSUED DATE: 6/22/2020

EXPIRATION DATE: 6/22/2021

LICENSE TYPE: General Building Contractor

CLASSIFICATION: Class "D"

LICENSE NUMBER: LSVL-001704-2018

This contractor’s license has been issued in accordance with City of Louisville Municipal Code Chapter 5.12. It is therein established to be unlawful for any contractor to violate any provision of State Law, City of Louisville Municipal Code and Building Codes, or other pertinent City Ordinances; or to violate or refuse to obey any order issued; or neglect to pay any fee assessed under authority of the City of Louisville Municipal Code.
Timeline for 641 St. Andrews Lane with Seven Creek

EXHIBIT 2-TIMELINE
**Severy Creek Roofing, Inc. (“Contractor” SCR) to furnish the materials & labor, in accordance with specifications in the Scope of Work below and the Terms, Conditions, & Limitations hereof, for the sum of Insurance proceeds plus supplements, and deductible. Meet and exceed all local codes. Warranty: 10 years on labor.**

Payment for such materials, labor and overhead and profit will be made by the Client from insurance proceeds: Insurance proceeds plus any approved supplements less any professional fees due within 72 hours of receipt of insurance claim money. Remainder due upon completion or progress payments as required.

Severy Creek Roofing, Inc. will cover the costs for All professional fees, including but not limited to, industry experts, engineers, forensic investigations, project funding and other costs as needed.

Authorized SCR Signature; Steve Louden

Note: This proposal is time sensitive. Wind, water, and hail claim from 6/18/18

**SCOPE OF WORK:**

Roof's replacement:

- Roof: Remove and Replace architectural shingles. Color: **LATER WOOD**
- Gutter Color: **STEEL - SAME COLOR**
- Paint color: ___________
- Restoration of property, Insurance scope of damage plus supplements.
- Includes - supervisor at all time and direct communication.

**SPECIFIC EXCLUSIONS:**

1. Concealed Conditions or structural defects not covered by insurance.
2. Upgrades to code unless specifically stated in scope of work.
3. Permits plan review fees, use tax or any other tax/fee for sales except for sales tax paid by Contractor for materials specified for this project.
4. Repair of any and all pre-existing damage to surrounding areas to windows, screens, building exterior, etc.
5. Any and all repairs not specified or listed above. All additional work not listed within the scope of work will be billed on a time and materials basis at $75 per man-hour plus materials + O & P.

Cost Detail:
- Glass
- Roof
- Deck
- Screen
- Gable Side Stain
- Reroofing (Roof only)
- Emergency Tarp, #1400
- Electrical
- Painted Flursope 6 x 70s

AUTHORIZATIONS

Direct Payment Authorization. I hereby authorize and unequivocally direct payment of any benefits for services rendered by Severy Creek Roofing, Inc. to be made payable solely to Severy Creek Roofing, Inc. and shall be delivered directly and exclusively to Severy Creek Roofing, Inc.

My claim number is: 05H3MFS88
My loan number is: NA

CONTACT; Steve Louden- Email: STEVE@severycreekroofing.com ph. 719-494-9231

Acceptance of Proposal — The above prices, specifications, and conditions are satisfactory and are hereby accepted by Client. Contractor is authorized to do the work as specified. Payment will be made as outlined above. By signing below, I affirm that I have read, understand, and do hereby agree to the Proposal and the Terms, Conditions, and Limitations on the following pages.

Client Signature: [Signature]
Date of Acceptance: 9/13/17
Print Client Name: John [Redacted] Rupert
Title: [Redacted]
Client Address: 641 St Andrew's Lane
Print email address where invoices should be sent: [Redacted]
EXHIBIT 4 REROOF PERMIT

City of Louisville
Department of Planning & Building Safety
749 Main Street
Louisville CO 80027
303.335.4584
www.louisvilleco.gov

PERMIT NUMBER
MISC-5561-2018
Issue Date: 10/31/2018

Minor: Re-Roof

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<tr>
<td>Name: JOHN RUPPERT</td>
<td>Name: Severy Creek Roofing</td>
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<tr>
<td>Address: 641 St Andrews Ln</td>
<td>Address: 200 South Union Blvd Suite 200</td>
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<tr>
<td>Louisville, CO  80027</td>
<td>Lakewood, CO  80228</td>
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PERMIT MUST BE POSTED IN A VISIBLE LOCATION
All inspection cards & plans must be accessible to the inspector at the time of inspection
Caution before digging call 811 or 1-800-922-1987 for utility locations

You can call 303-335-4583 for inspections. Inspections must be requested by 4:00 P.M. for next business day inspection.

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<td>Rec Center Use Tax 0.15% - Materials</td>
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This permit becomes null and void if work or construction authorized by this permit is not commenced within 180 days after its issuance, or if construction or work is suspended or abandoned for a period of 180 days at any time after work is commenced. When required, a certification of occupancy must be obtained prior to structures or areas being occupied. This permit confers no rights to use or occupancy, or otherwise, and in addition to any other powers, the building official is authorized to prevent occupancy or use where in violation of applicable laws or ordinances. All provisions of laws and ordinances governing this type of work will be complied with whether specified herein or not. Granting of a permit shall not be construed as a permit or an approval of any violation of either the Municipal or the International Building Codes or any other state or local law regulating construction or the performance of construction. The building official is authorized to suspend or revoke a permit or require corrections wherever the permit is issued in error or on the basis of incorrect, inaccurate or incomplete information, or in violation of applicable laws or ordinances.

Date: 10/31/2018

Valuation | $12,582.00
TOTAL FEES: | $549.59
# Project Contractors:

## General Contractor:
- **Contractor License Number:** LSVL-001704-2018
- **Contractor License Exp. Date:** 6/22/2021
- **Contractor Business Name:** Severy Creek Roofing
- **Contractor Address:** 200 South Union Blvd Suite 200 Lakewood, CO 80228
- **Contractor Phone Number:** (719) 494-9231

## Electrical Contractor:
- **Contractor License Number:**
- **Contractor License Exp. Date:**
- **Contractor Business Name:**
- **Contractor Address:**
- **Contractor Phone Number:**

## Mechanical Contractor:
- **Contractor License Number:**
- **Contractor License Exp. Date:**
- **Contractor Business Name:**
- **Contractor Address:**
- **Contractor Phone Number:**

## Plumbing Contractor:
- **Contractor License Number:**
- **Contractor License Exp. Date:**
- **Contractor Business Name:**
- **Contractor Address:**
- **Contractor Phone Number:**
Request for extension that John Ruppert knew nothing about.
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Checklist Item: COMMENTS

General Building Inspection: Yes
MAINTENANCE REPORT

641 St Andrews Ln
Louisville CO 80027

John Rupert
JANUARY 7, 2020

Inspector

Brett Duryea
InterNACHI Certified, InterNACHI Certified Radon Tester, AHIT Certified, NACHI Certified Infrared, IR Certified, AARST, NRPP
303-676-8006
brett@boulderhomeinspector.com
# TABLE OF CONTENTS

1: Inspection Details .................................................. 8

2: Roof ........................................................................ 9

3: Exterior ................................................................... 19
After reviewing the roof of drainage system of your home, there were several areas that could lead to large issues if not addressed in the near future. Some of these may be more critical and should be addressed immediately. There is a large hole in the roof decking over the garage that is a safety issue. If anyone is accessing the roof they should be notified in advance of this area and it should be avoided until it has been properly repaired. You will find descriptions and photos throughout the report defining the issues and where they are located. There may be more issues still remaining that were not identified in this report and I recommend a Roofing Professional to review this maintenance report and make any additional repairs or replacements as necessary. While these issues may seem small, the results of long term neglect can lead to moisture entering the dwelling in places, which can cause mold, mildew, and structural damage if left unattended.

The body of the inspection report describes the type of components inspected and lists whether or not a component has been inspected. Additional comments are typed for some components inspected and make reference to required or recommended maintenance tips, repairs or corrections required. If this maintenance report indicates any areas of prior or current moisture intrusion, moisture staining, efflorescence, moisture penetration, leaks or any other condition relating to moisture the homeowner is advised to request a mold inspection/test as mold inspections and testing are specifically excluded from maintenance report as stated in the Visual Inspection Agreement. The fact that a component is at or near the end of its designed life does not require the replacement of the component unless the item is listed as damaged or is listed on the Report Commentary.

Even though the body of this Inspection Report lists primarily maintenance tips there may still be items of significant importance listed and it is recommended that the owner read the entire report.

Have a qualified contractor evaluate and repair or replace as needed the items and conditions that are going to be addressed in this report to reduce the risk of personal injury and/or property related damage. Have the contractor evaluate the entire system that the repair and/or correction was performed on to ensure proper operation. Obtain all documentation that the work has been completed prior to settlement. If any work is completed it is recommended to have a third party industry related professional to look over the work that was accomplished.

This document was prepared as a maintenance report of all visual defects noted at the time and date of the inspection. It is not necessarily an all-inclusive summary as additional testing or inspection information/processes and analysis may be pending. It is subject to all terms and conditions specified in the maintenance inspection agreement.

The inspection and inspection report are offered as an opinion only, of items observed on the day of the inspection. Although every reasonable effort is made to discover and correctly interpret indications of previous or ongoing defects that may be present, it must be understood that no guarantee is expressed nor implied nor responsibility assumed by the inspector or inspection company, for the actual condition of the building or property being examined.
The scope of the maintenance report is outlined by the specific request of the homeowner, agreed to and signed by the client/homeowner. Our inspectors inspect the readily accessible and installed components and systems of a property as follows: This report contains observations of those systems and components that are, in the opinion of the inspector authoring this report, significantly deficient or are near the end of their expected service life. If the cause for the deficiency is not readily apparent, the suspected cause or reason why the system or component is at or near end of expected service life is reported and recommendations for correction or monitoring may be made as appropriate.

This report summarizes the verbal briefing delivered at the conclusion of our inspection conducted at the inspection address.

Exclusions and Limitations

The client should understand that this is the assessment of an inspector, not a professional engineer, and that, despite all efforts, there is no way we can provide any guaranty that the foundation, structure, and structural elements of the unit, are sound. We suggest that if the client is at all uncomfortable with this condition or our assessment, a professional engineer, or specific industry related professional be consulted to independently evaluate the condition, prior to making a final maintenance repair decision.

This inspection is limited to the exterior roof sections of the house as requested, where sections are clearly accessible, and where components are clearly visible. Inspection of these components is limited, and is also affected by conditions apparent at the time of the inspection, and which may, in the sole opinion of the inspector, be hazardous to examine for the reasons of personal safety.

This inspection will exclude insulation, hazardous materials, retaining walls, hidden defects, buried tanks of any type, areas not accessible or view able, hard to reach or inaccessible places and all items as described in the Inspection Agreement. As all buildings contain some level of mold, inspecting for the presence of mold on surfaces, hidden locations, and in the air is not the responsibility of the inspector. Should the client feel the need to perform testing and evaluation for the presence or absence of molds, Inspector recommends contacting a certified industrial hygienist or qualified laboratory testing service for the activities.

This maintenance report is not responsible for inspecting for the presence of wood destroying insects (WDI), testing for the presence of radon gas, building code violations of any type, document reviews, survey, ADA or accessibility reviews of any type whatsoever, cost estimates of any type, remaining useful life, estimated useful life, insulation, life/safety equipment and issues.

Inspectors are NOT required to determine the condition of any system or component that is not readily accessible: the remaining service life of any system or component; determination of correct sizing of any system or component; the strength, adequacy, effectiveness or efficiency of any system or component; causes of any condition or deficiency; methods materials or costs of corrections; future conditions including but not limited to failure of systems and components; the suitability of the property for any specialized use; compliance with regulatory codes, regulations, laws or ordinances; the market value of the property or its marketability; the advisability of the purchase of the property; the presence of potentially hazardous plants or animals.
including but not limited to wood destroying organisms or diseases harmful to humans; mold; mildew; the presence of any environmental hazards including, but not limited to toxins, carcinogens, noise, and contaminants in soil, water or air; the effectiveness of any system installed or methods utilized to control or remove suspected hazardous substances; the operating costs of any systems or components and the acoustical properties of any systems or components.

The inspector is NOT required to operate any system or component that is shut down or otherwise inoperable; any system or component which does not respond to normal operating controls or any shut off valves.

We DO NOT offer or provide warranties or guarantees of any kind or for any purpose.

The Inspector is NOT required to inspect, evaluate, or comment on any and all underground items including, but not limited to, septic or underground storage tanks or other underground indications of their presence, whether abandoned or active; systems or components that are not installed; decorative items; systems or components that are in areas not entered, detached structures other than carports or garages; common elements or common areas in multi-unit housing, such as condominium properties or cooperative housing.

The inspector is NOT required to enter crawspaces or attics that are not readily accessible nor any area which will, in the sole opinion of the inspector, likely to be dangerous, inaccessible, or partially inaccessible to the inspector or other persons, or where entry could possibly cause damage to the property or its systems or components.

The inspector is not a licensed professional engineer or architect, and does not engage in the unlicensed practice of either discipline. Opinions contained herein are just that.

**Comment Key**

The following definitions of comment descriptions represent this inspection report. All comments by the inspector should be considered before purchasing this home. Any recommendation by the inspector or marginal or poor rating or to repair, replace, or maintain suggests a second opinion or further inspection by a qualified contractor. All costs associated with further inspection fees and repair or replacement of item, component or unit should be considered before you purchase the property.

**Inspected (IN)** - The item, component or unit was visually observed, and, if not other comments were made, then it appeared to be functioning as intended, allowing for normal wear and tear.

**Not Inspected (NI)** - This item, component or unit was not inspected, and no representations of whether or not it was functioning as intended are made.

**Not Present (NP)** - This item, component or unit is not in this home, building or structure.

**Deficiencies (D)** - The item, component, or unit is not functioning as intended, or needs further inspection by a qualified contractor.

**Satisfactory** - Indicates the component is functionally consistent with its original purpose (may show signs or normal wear and tear and deterioration).
Marginal - Indicates the component is not fully functioning and/or will probably require repair or replacement in the near future.

Poor - Indicates the component will need repair or replacement now.

Acceptance or use of this Maintenance Report shall constitute acceptance of and agreement to all of the provisions of the Agreement for Inspection Services and its Terms and Conditions which are attached to and form a part of this inspection report.
SUMMARY

- 2.1.1 Roof - Coverings: Damaged (General)
- 2.1.2 Roof - Coverings: Exposed Nails
- 2.1.3 Roof - Coverings: Buckling/Lifting Shingles
- 2.1.4 Roof - Coverings: Roof Corner Short and Exposed
- 2.2.1 Roof - Eaves, Soffits & Fascia: Soffits Damaged
- 2.3.1 Roof - Roof Drainage Systems: Downspouts Drain Underground
- 2.3.2 Roof - Roof Drainage Systems: Downspouts Loose or Damaged
- 2.3.3 Roof - Roof Drainage Systems: Drip Edging Holes
- 2.3.4 Roof - Roof Drainage Systems: Gutter Alignment
- 2.4.1 Roof - Flashings: Loose/Separated
- 2.4.2 Roof - Flashings: Missing
- 2.5.1 Roof - Venting & Other Roof Penetrations: Roof Shingles abutting Roof Vents
- 3.1.1 Exterior - Front Patio: Patio Siding/Wall Crack
- 3.2.1 Exterior - Siding & Trim: Siding/Trim Improperly Installed
- 3.2.2 Exterior - Siding & Trim: Siding - Damage
- 3.2.3 Exterior - Siding & Trim: Trim Damaged
- 3.2.4 Exterior - Siding & Trim: Siding touching Roof Surface
# 1: INSPECTION DETAILS

## Information

<table>
<thead>
<tr>
<th>In Attendance</th>
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IN = Inspected | NI = Not Inspected | NP = Not Present | O = Observations

### Information

**Inspection Method**
Ground, Ladder, Roof

**Coverings: Material**
Asphalt

**Roof Drainage Systems: Gutter Material**
Aluminum

**Visability**
All

**Coverings: Condition**
Marginal

**Roof Drainage Systems:**
- **Attachment:** Marginal
- **Downspouts:** Should be 6' away from the house
- **Leaking:** No Apparent Leaks

**Roof Type/Style**
Hip

The roof is an important part of your home. It ensures that all rainwater and snowmelt will be directed off your roof and away from the interior of your house and foundation. Gutters are the components that run along the eaves of the house. Downspouts direct the water from the roof and gutters to the ground level and away from the house. Extensions or splash blocks direct water away from the foundation and flatwork (Patios, Walkways, etc). Failure to properly divert water may result in long-term erosion of the soil around your house and damage to the foundation, structure or other areas. Retention of moisture around the house may also lead to growth of organic matter.

**Coverings: Number of Layers**
1
1 Layer - will allow you to add a potential second layer if needed in the future.
2 Layers - Will probably need to remove both layers to add a new layer

**Eaves, Soffits & Fascia: Eaves**
Satisfactory

The eaves or overhangs are comprised of those portions of the roof that extend beyond the exterior walls. The eaves protect the siding, windows and doors from the deteriorating effects of direct rain or snowfall.

**Eaves, Soffits & Fascia: Soffit Condition**
Satisfactory

Soffit’s are the horizontal portion of the eave and overhangs and comprised of those portions that comprise the ceiling from the top of an exterior house wall to the outer edge of the roof and extend beyond the exterior walls. The soffits often allow for ventilation and keep critters from entering the house.
Eaves, Soffits & Fascia: Fascia Condition
Marginal
Fascia are vertical trim boards that cap the end of rafters and may hold the rain gutter. The finished surfaces below the facia is called the soffit or eve. The soffits often allow for ventilation and keep critters from entering the house.

Flashings: Flashing Material
Marginal
Flashings refers to thin pieces of impervious material installed to prevent the passage of water into a structure from a joint or as part of a weather resistant barrier (WRB) system. Mostly it is installed where horizontal surfaces meet vertical surfaces or when there is a change in material between two surfaces.

Venting & Other Roof Penetrations: Roof Penetrations
Plumbing Vents, Furnace Vent, Other Vents
In the case of roof penetrations, such as vent pipes, drains, mechanical room and appliance venting, skylights and attic venting, the weak link is the method used to attach the roof to the decking penetration. With single-ply membranes, this means a boot or field-formed membrane that is adhered, glued or welded to the roof membrane with a drawband a metal collar that fits around the protrusion and sealant at the top. One should watch to see that the drawband is tightly attached but does not cut into the flashing and that the sealant at the top is installed with no voids or unadhered sections. The membrane flashings on single ply roofs at pipes and other penetrations, no matter what the material used, are usually the first items on the roof to deteriorate from age and abuse, so careful attention should be paid to the condition of these flashings.

A modified-bitumen or asphalt roof will use concrete rings with pourable sealers. Alternatives are pitch pans with sealers, or metal penetration flashings with roofing membrane adhered to the metal flanges and the field of the roof. With the concrete rings, the weak spots are between the pourable sealer and the penetration and the concrete ring and the roof membrane.

The pourable sealer will crack over time and any movement in the penetration will cause a separation between the penetration and the sealer, especially if the sealer is too thick. This leaves a direct path for water to enter the building. Watching for signs of cracks in the sealant at the bottom of the concrete ring and around the penetration. Re-sealing these areas as needed will help keep the roof watertight. Pourable sealers should fill the retaining ring to overflowing to keep the ring from holding water.

With pitch pans, there are additional problems. Pourable sealers in a pitch pan have the same drawbacks as the concrete rings. If the sealer used is asphalt or roofing cement, it will shrink over time, causing cracks within the sealer itself or causing it to pull away from the penetration. This leaves a direct path for water to enter the roof. Regular maintenance of the pitch pans should include crowning the sealer to shed water away from the penetration. Because the pitch pans are metal, checking the pan for rust is essential. Wherever the rusting occurs, there will eventually be a hole.

Metal penetration flashings are dependent upon compression tape and elastomeric sealants to keep the penetration watertight. The sealants should be examined on a regular basis and replaced when they begin to harden and crack. With both the pitch pans and the metal flashings, the membrane stripping between the flanges of the metal and the roof should be adhered tightly to both the metal and the roof.

Author credit - Karen Warseck

Observations

2.1.1 Coverings

DAMAGED (GENERAL)
LOWER NORTH EAST ROOFLINE

Roof decking appears to be damaged where it can no longer support the roof shingles. It can also be a safety hazard as if you were walking on the roof there is no way to tell that this area is unsupported and could cause serious injury. Recommend a qualified roofing professional evaluate decking and shingles and repair/replace as necessary.

Recommendation
Contact a qualified roofing professional.
2.1.2 Coverings

**EXPOSED NAILS**

There is one or more areas of the roof that has nails that are exposed. If they are left uncovered/unsealed it is likely that unwanted moisture intrusion can happen. I would recommend sealing all exposed nails and any roof penetrating areas with the appropriate caulk or roof sealant.

Recommendation
Contact a qualified roofing professional.
Roof Ridge Nailed on Edge of Shingle

Exposed Nail Heads

Exposed Nail Head - Close to side of Shingle

Exposed Nail Heads

Exposed Nail Heads
2.1.3 Coverings

BUCKLING/LIFTING SHINGLES
LOWER NORTH EAST ROOF

There were one or more unknown bumps in the surface of the shingles. This can be caused by many factors including installing the shingles too tight in cold weather preventing them to expand with changes in temperature or material underneath that does not allow the roof shingle to lay flat. I would recommend finding the source or reason why the shingles are not laying flat and repair and replace this area so that the shingle can function as intended.

I would recommend consulting a roofer as to best practices and means to support the roof shingle. Without proper support the shingle may not function properly as intended and the roof material may break, chip or tear.

Recommendation
Contact a qualified professional.

2.1.4 Coverings

ROOF CORNER SHORT AND EXPOSED

The south East lower corner where the roof meets the gutter is short. There is another corner that has an exposed gap between the roof and drip edge. This can allow for unnecessary moisture or critters to enter. I would consult a roofing professional to determine the best way to repair, replace or seal these areas so they can function as intended.
2.2.1 Eaves, Soffits & Fascia

**Soffits Damaged**

The underlying soffit material and/or venting is damaged. I recommend repairing and replacing the construction material and inspect the underlying materials for any moisture intrusion or critter infestation.

**Recommendation**

Contact a qualified roofing professional.

---

2.3.1 Roof Drainage Systems

**Downspouts Drain Underground**

The downspouts terminated in a subsurface drain line. The condition and effectiveness of these lines, as well as their point(s) of discharge, could not be determined by visual inspection.

**Recommendation**

Contact a qualified gutter contractor
2.3.2 Roof Drainage Systems

**DOWNSPOUTS LOOSE OR DAMAGED**

The downspout was loose, damaged, bent and may not functioning properly. I would recommend fastening, repairing or replacing the downspout so it can function as intended.

**Recommendation**

Contact a qualified professional.

2.3.3 Roof Drainage Systems

**DRIP EDGING HOLES**

The drip edging has one or more holes that can allow for un-necessary moisture to enter areas not intended and put unnecessary wear on these items. I would recommend sealing these wholes to prevent further wear and tear on these areas.

**Recommendation**

Contact a qualified professional.
2.3.4 Roof Drainage Systems

GUTTER ALIGNMENT

LOWER SOUTH EAST GUTTER

It appears as if one or more gutters is hung lower than necessary. There is flashing between the drip edge and gutter and areas that are cut in the material that can allow for moisture to access and put unnecessary wear and moisture on underlying materials. I would recommend consulting a roofing company or gutter professional for best practices about removing and managing moisture in these areas.

Recommendation
Contact a qualified gutter contractor
2.4.1 Flashings

LOOSE/SEPARATED
LOWER SOUTH EAST ROOF

Flashings observed to be loose or separated, which can lead to water intrusion and/or mold. Recommend a qualified roofing contractor repair or replace.

Exposed Edges

2.4.2 Flashings

MISSING
LOWER SOUTH EAST CORNER

It was difficult to tell if the Roof Flashings was missing at time of inspection as some of the siding was touching the roof surface. Flashings provide protection against moisture intrusion. Recommend a qualified roofing contractor evaluate and add or repair as necessary.

Recommendation
Contact a qualified roofing professional.

2.5.1 Venting & Other Roof Penetrations

ROOF SHINGLES ABUTTING ROOF VENTS
UPPER ROOF RIDGE VENTS

In one or more roof penetrations (vents) the roof shingles were abutted to the roof vents. This does not allow for the shingle to expand and contract with the seasons and could cause buckling of the roof shingle. If/when this occurs moisture can creep up between the layers of flashing and shingles so that moisture can impede on areas. I would recommend consulting a roofing professional as to the best practice to make sure the roof is not to close to the vent and sealed properly.

Recommendation
Contact a qualified roofing professional.
3: EXTERIOR

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IN = Inspected  N1 = Not Inspected  NP = Not Present  O = Observations

Information

Front Patio: Appurtenance
Patio

Front Patio: Existing Hazards
Not Applicable

Siding & Trim: Trim Material
Engineered Wood

Siding & Trim: Siding Material
Brick, Engineered Wood

Regular maintenance is recommended to ensure the maximum dependable life of the siding material. This may include caulking, painting, repair and replacement as needed. Often when siding starts to malfunction it allows for moisture, bugs, critters to enter the house and cause additional damage.

Observations

3.1.1 Front Patio

PATIO SIDING/WALL CRACK
SOUTH EAST PATIO

There is minor damage to the patio exterior wall and at the base of the patio and house wall. I would recommend consulting a patio specialist for the best ways to repair or replace to prevent damage and moisture from entering the house.

Recommendation
Contact a qualified deck contractor.
3.2.1 Siding & Trim

SIDING/TRIM IMPROPERLY INSTALLED
LOWER NORTH EAST ROOF

Flashing & trim pieces were improperly installed, which could result in moisture intrusion and damaging leaks. Recommend a qualified siding contractor evaluate and repair.

3.2.2 Siding & Trim

SIDING - DAMAGE

Siding or Siding Attachment is showing minor damage or wear and tear. I would recommend repairing this item so further damage to these materials is reduced and moisture, insects do not enter the home.
3.2.3 Siding & Trim

TRIM DAMAGED

There are one or more areas of trim that are showing signs of moisture and aging damage. I would recommend replacing these boards so they can perform as intended.

Recommendation
Contact a qualified professional.
3.2.4 Siding & Trim

SIDING TOUCHING ROOF SURFACE
In one or more places the siding is touching the roof surface. This does not allow for water to flow via the flashing and allows for moisture to soak into the siding this bring moisture into areas otherwise unintended. I would recommend consulting a qualified contractor to allow for moisture to travel through this area.

**Dormer siding flashings**

- siding requires 2" clearance from roof shingies to prevent water damage
- step flashings

**Roof intersection with siding above**

- the siding forms the counter-flashing leave a gap to prevent wicking of moisture into the siding above
- in good quality installations, the bottom edge is turned underneath this hem makes for a stronger edge that is not sharp

**Recommendation**
Contact a qualified roofing professional.
No drainage flashing around window.
Close up of siding
Below upper deck, looking up.
Close up of ripped off railing (a)
Sever Creek Show Cause Hearing
Berry called the hearing to order. Berry states this is a request to suspend or revoke a contractor's license due to alleged violations of one or more provisions of Municipal Building Codes. Berry states procedure for the hearing.
   A. Opening Statements
   B. Presentation of Evidence by city(including witnesses)
   C. Presentation by Licensee(Sever Creek, owner Steve Louden or attorney, Mr. Gstalder(including witnesses)
   D. Additional Rebuttal Evidence by either side
   E. Closing Statements
Berry states the hearing is being recorded and exhibits admitted, marked and identified before admission.

Board Member disclosures: none

Commencement of hearing:
Chad Root, Chief Building Official (CBO), appearing for the city and John Gstalder, appearing for Sever Creek owner, Steve Louden. Both state they are ready to proceed. Berry asks any speaking at the hearing take the oath. Berry recites the oath.
Berry makes record of the hearing being the Show Cause, Written Statement and evidence in the packet. Creswell states that all present have received the Show Cause, Written Statement and evidence in the packet and will be entered as evidence now or when presented during testimony.

Opening Statement by City:
Chad Root states that an affidavit was received by resident Ted Hine, on March 14, 2019 for revocation of a contractor's license. He was one of two owners that Louden installed a roof without a permit. Root states Hine was upset with no permit issued and the direction Louden went with installing the roof first, then pulling the permit once he realized Ted wanted a permit. Root states the affidavit says that Louden returned Hine's roof to install drip edge after Hine realized there was no permit or inspection. Root states the city records also found 1160 Hillside Lane was completed without a permit. Others were completed without a mid-roof inspection—some covered too far for mid roof inspection, others he did not want to comply with building code. Root states liens went out to resident's homes due to Louden not paying his sub-contractors.

Opening Statement by licensee's attorney, Mr. Gstalder.
Gstalder states the importance of the board's function and states the seriousness of this decision. Gstalder states these are honest mistakes. Gstalder states Louden has nothing to gain by not pulling a permit because insurance pays for them. Two fell through the cracks due to having too many. Gstalder states Louden paid 2x the
amount for one of the permits and 4x the amount for the other. Gstalder states that Louden attained permits once he discovered no permit was pulled. Louden is a longtime resident, raised his kids and has coached in Louisville. Gstalder states Louden has helped a lot of residents after the June 2018 hail storm with the insurance process and temporary fixes. Gstalder states these were honest disputes with the inspectors regarding ice and water shield. Louden has never abandoned a customer. The statements of liens were a “notice of intent” to lien, not a recorded lien. Gstalder hopes this is not an appropriated case for revocation/suspension of license.

Presentation of Evidence by city:
Roots states Hines is not available as a witness. Berry states and marks the evidence in the packet as exhibit A. Berry asks for objection. Gstalder has an objection due to the fact Ted Hine is not available and the affidavit is a conclusion, not fact. Berry states it is prudent to accept the signed affidavit as evidence as it was approved. Exhibit A is admitted. Root states the affidavit must meet criteria in order to present to the board. Roots presents the following: 1. Alleged fact, a roof was installed without a permit. 2. Alleged fact, no call for required inspections. 3. Alleged fact, no mid roof inspection-per land management code. 4. Alleged fact, 611 w. Sagebrush too much roof covered for inspection-land management code. 5. Alleged fact, 1160 Hillside Lane, no mid roof inspection. 6. Alleged fact, 1160 Hillside, no permit issued. 7. Alleged fact, 583 Manorwood lane, inspector had corrections but were never corrected, no ice and water shield 8. Alleged fact, several expired permits, 1004 Turnberry, 592 McCaslin, 269 S McCaslin. 9. Alleged fact, failure to pay his sub contractors.

Cross Exam by Gstalder: Gstalder asks was a permit eventually pulled on 318 South PI? Root states a permit has been pulled and is ready for final inspection. Root states the mid roof was not done. Shingles were pulled back for a spot check and the mid roof inspection passed. Gstalder asks 516 Grant, a permit was pulled Root states there was a permit issued. Gstalder asks if there was a mid-off. Root states too much was covered so no inspection took place. Gstalder restates too much of the roof was covered in order to perform a mid-roof inspection but the inspection were called in. Gstalder states, 1160 Hillside did not get a permit, then asks Root—did they get a permit. Root states after paying penalties Louden did get a permit for 1160 Hillside. Gstalder asks, what the status is of that permit Root states he believes it has passed the final inspection. Gstalder asks if the city was aware Louden was disputing the necessity of installing ice and water shield over a porch. Root stated he did not know that. Gstalder asks were Turnberry, and the two McCaslin addresses granted extension. Root states he would have to look into the permitting software to be sure. Gstalder states in the packet and the city’s paperwork it shows extensions were granted. Gstalder asks if Root knows of any liens being recorded in Boulder County Land Records. Root states that he is aware that residents calling him are asking why they were getting liens on their property. Gstalder repeats the same question. Roots states he is not aware of recorded liens.
City Response to Cross Exam: none

Board Questions to the city:
Novik asks what is the length of time for a building permit. Root-180 days and another 180 after each passed inspection. Novik asks if this is modified in light of the hail storm. Root responds it is standard unless extension is requested before permit expires and the contractor has shown reasonable cause for extension. Knapp asks why one-third of Severy Creek inspections have failed and if it is normal. Root responds, at first it is, but once the contractor understands what is required in Louisville that number drops.

Presentation of Evidence by Licensee (attorney Gstalter):
Berry accepts the evidence from Severy Creek as exhibit A. Gstalter interviews Steve Louden, owner of Severy Creek. Louden states his background, bought a house in 1989, raised his kids, member of rotary and coached at LMS. He has been roofing since 2009 and works in Boulder County, Douglas County, Lakewood, Front Range and Wyoming. Louden states he has not had a contractor’s license revoked. Louden states Hunter Louden, his son, helps with permits and insurance. Since hail storm in 2018, Severy Creek has pulled about 100 reroof permits, 95 completed, four pending due to insurance. There are five residential and four commercial open permits presently. Louden uses subcontractors to install all roofs. Gstalter asks if Louden was aware no permit was issued for Ted Hine. Louden states he requested a permit be pulled by texting or talking to Hunter with no follow up. Louden states his subs showed up to start the job—he heard there was no permit so stopped the job and got a permit. Louden’s testament is he thought a permit was pulled and he started the roof. Louden states he does not know if they completed the roof before the permit was issued. Louden states Ernie Mullin or Ted Hine told Louden there was no permit. Louden paid for the permit plus $100. Gstalter presents a letter to the board stating he gave Ted Hine an upgrade in shingles plus Ted received additional money from insurance due to his efforts. Louden states Ted does not want to pay him. Louden emailed Chad Root saying he would do anything to pass roof inspections. Louden states he tore off entire section of roof to show installation was correct with no charge to Ted Hine. Louden states that Ted said he was not happy with the city’s process. Louden stated Root says a final inspection is being held off pending this hearing. Gstalter requests another item into evidence as Article B. The letter states 516 Grant was completed without a mid-roof inspection. Louden recalls the address of his good friend, Bill Ryan, and states his subs went too far on the mid roof so shingles were removed. A permit was issued and re inspection occurred and roof finaled. Louden states 611 Sagebrush was the same situation and Severy Creek installed the roof according to manufactures specs. Gstalter presents a BBB testimony into evidence. Berry accepts it as exhibit C. Louden states there was a mix up between 1160 and 1169 Hillside. Louden paid 4x the original permit for 1160 Hillside. Gstalter asked if Louden has learned his lesson from this. Louden states he has had two approvals without hiccups. Gstalter asks Louden if he can tell the board he understands this issue. Louden states he signs off on all reroofs now and take it
very serious. Gstalter asks why Louden refused to obey an order. Louden states it is one of his very best friends in Louisville and they installed Ice and Water Shield beyond what it needed. The roof is completed and has an upgraded shingle. Gstalter presents a testimony from Frank Mendicino saying he is happy with is reroof-583 Manorwood. Berry accepts it as Exhibit D from licensee. Gstalter inquires about three expired permits. Louden replies they have been granted extensions. Gstalter asks about alleged liens. Louden states the home of James Medina had some issues and he was asked to fix the roof. Louden states the leak did not come from the installation but because the house was old. Louden states he was not going to pay his sub-contractor until they fixed the leak. Louden states that, in turn, the subcontractor presented an intent to file a lien at 211 Lafayette St. Louden states he and his sub-contractor went back out to the house and fixed the leak. Louden states James Medina paid his balance and was very happy. Gstalter asked if the roof decking was rotted and full of holes. Louden states he thought it was from the swamp cooler. Louden states he fixed the decking, reroofed, insulated and replaced ductwork, although it was not a Sever Creek problem—and at no charge. Gstalter inquires about failed inspections. Gstalter questions the math of one-third being failed. Gstalter asks if Jenny Lane prepared the report. Louden states he thinks so. Gstalter asks if Jennie Lane is here tonight. Louden replies, no. Gstalter asks if there is a failed inspection does it mean it is a bad installation. Louden replied, no, it may need, for example, more flashing. Gstalter asks if Louden is putting on "F" quality roofs. Louden states no. Gstalter presents letter from a Sever Creek customer, the Favres, stating they are please with their roof. The second page is from another pleased customer. Louden states he has given upgrades, extra rows of ice and water shield, and works with commercial insurers. Gstalter asks Mike Favre to speak about Louden. Favre introduces himself (no address stated) and states they were happy with roof installation and it is his second reroof since living in Louisville. Favre states Louden had a good crew. Favre states he does not know a lot about roofing so he let Louden work out the details with the insurance. Favre says there was an issue with gutter, but was corrected within a few days. Gstalter moves to accept Favre testimony in to evidence. Berry allows it as exhibit E. Gstalter asks Louden if he understands that the building inspectors are not happy with him. Louden states that he thinks so and that there were a couple roofs, like the one on Manorwood, at his best friend's house, was an issue with timing and work load—then states he understands. Gstalter asks what has Louden done to remedy working without a permit and covering too much of the roof? Louden states the workload is lower and he is managing the projects better. Louden states he takes this serious and it matters to him, to his family, and is a proud member of Louisville.

City of Louisville Cross Examination:
Root states the inspections he asked Lane to prepare showed requested inspections when the job had not been started—that is why it is a failed inspection. Root states this shows the number of failed inspection and why. Root states the city spends time and money to look at these projects. Root requests that a statement be corrected—the statement in which inspectors "don't like Louden". Root states Louden has had multiple roofs started without permits and several missed mid roof inspections. Root
states, the Hine affidavit states Severy Creek Roofing completed the roof without a permit, then asked for payment, the realized Ted asked for a permit—then came to the city for a permit. Root states it’s these violations, over and over again, is why the city is here tonight.—it’s not because the inspectors don’t like Steve Louden. Root states there has been a big change for the better, but overall permits had not been pulled, nor inspections called, which in turn, creates a hardship for the residents. Gstalder points out that what Root says, in regard to Hines, is hearsay.

Questions from the Board to Licensee:
Novik asks Louden of 100 permits pulled in 2018-19 in Louisville and how many other in other cities? Louden replies less than 30. Knapp asks Louden where his subcontractors live. Louden replies-Denver area.

Board Member Final Questions:
Berry restates the entire packet is Exhibit A. Knapp asks- who is Isaias Huizar? Root replies-he is our full time senior roof inspector. Knapp asked a question regarding the office at which Huizar letter. Root replies the Louden situation was discussed several times in the point Root called to meet with Louden. Louden, Root, and inspector Randy Dewitz met mid-March of 2019. Root states they discussed with Louden what was taking place in the field. Louden agreed to start pulling permits. Root reviewed the process for inspections. Root stated this occurred before the affidavit was submitted to the city. Knapp asks have things improved since. Root replies there is a huge increase in compliance. Berry asks when the date of the Louden meeting was. Root says first part of March. Louden concurs. Novik asks under normal conditions what is the turnaround time for inspections. Root replies, mid-roof inspections were always next day due to exposure of roof. Novik asks what the turnaround time is for a permit to be issued. Root replies on a normal basis it would be over the counter, during the post hail storm up to 30 days.

Closing Statements:
Root states the City is here on behalf of the resident. Hine’s affidavit in which Severy Creek completed the roof without a permit, then asked for payment, then realized Ted asked for a permit—then came to the city for a permit. Plus the work was substandard and pictures of additional drip edge led the city to look at other issues with Louden. Root states the contractor should not continue to work in this manner.

Gstalder states Louden has deep roots in the city and most of his work is in Louisville. Gstalder states that the work Louden has started would be messy if his license is suspended. Louden was moving too quick and his subs were moving too quick. Louden understands the problem and is going out to the job before calling inspections. Louden puts good roofs on and does not abandon people. Gstalder states he hopes you find it not necessary to revoke/suspend Severy Creek’s license.
Berry asks for any further matters: none

Berry closes the hearing.

**Deliberations:**
Novik states he has asks his questions and would like to make a statement. Knapp states he would like more discussion and asks for board options. Berry clarifies suspension and revocation and the city recommends nine months suspension. Knapp asks—he does not have to stop what work he has but cannot apply for new permits. Berry replies, yes. Gstalter points to Sec 4 pg.11 in the Bylaws. Berry states the recommendation of the city staff may conflict with the Bylaws. Gstalter reiterates page 11,12, 7(a and b)—if license is suspended or revoked all works stops.
Berry asks for a response from Root. Root states the city’s thought is Louden can finish the work that has been started if the homeowners want him. Knapp states Louden deserves something but suspension is too far because this is his home and where he works. Berry interjects does the licensee meet the requirements for suspension or revocation. Knapp states he feels there has been a positive change in Louden. Knapp states he should not be told to stop work he started, but do something so he carries on in a positive direction. Novik restates evidence presented. Novik states he does not see distinction in suspension or revocation and this would be an item addressed in the Bylaws at a different time. Novik states Louden has had difficulty managing his work in a storm of this magnitude. Novik states in light of these facts Louden does not meet the criteria for suspension/revocation. Berry states Louden meets item C1—a licensee conducts their business in a manner contrary to the condition of the license. Berry states if calling inspections, taking a gamble hoping it’s ready or going to pass inspection is not OK (item C). Berry concludes that the BCBOA is not a Consumer Reporting Bureau—the board needs to focus on the task at hand, which is the Bylaws and criteria for suspension or revocation.
Knapp states these items could have been fixed if an inspector was available and there should be (inaudible). Novik states perhaps there should be a probationary period rather than suspension. Novik states the Bylaws do not take into account extenuating circumstances. Berry asks Root, is it normal to have inspections next day? Root replies, yes, if you call in the day before, before 4pm. Berry asks Louden, did the city show up next day for midroofs. Louden replies most mid roof inspections were next day. Berry asks were any mid roofs inspections covered on those inspections. Louden replies, the only one he knows of is 516 Grant. Berry revisits evidence with Louden. Berry asks the board for a motion.

**Action:**
Novik moves and Knapp seconds that insufficient evidence has been presented to revoke or suspend Severy Creek’s contractor’s license. Berry polls Novik, Knapp and Berry. The motion passes, voice 3-0.
Discussion Items: None

Staff Comments: None

Board Comments:
Knapp comments that the city staff needs to be more careful and not let it happen again. Berry comments that the staff went above and beyond what was necessary in order to keep roofs safe and correctly installed. Knapp states the city needs to do better than what they have done. And Louden did not deserve to be put out of business.

Date of Next Meeting:
Upon Request

Discussion Terms for Next Meeting:
Novik states the board should take the Bylaws into consideration and advisement which explores a third alternative.

Adjourn:
Knapp moves to adjourn Novik seconds the motion passed unanimously by voice vote. The meeting is adjourned at 8:50pm.
Chad,

I want you to know that last Friday evening, July 10, 2020, Carlos Sanchez rang my doorbell and told me that he (and his crew) had not been paid for the re-roofing on our house (1827 Lakespur LN) in late April (June 23-May 1, 2020). Not only that, but Steve Louden had Carlos order the materials (EPDM, DENSDECK, glue, membrane, etc.) at a cost of $18,000 which has not been paid (or for which he has not been reimbursed). I told Carlos that Steve Louden had nearly $40k of our Travelers insurance money for the initial settlement on August 14, 2019 as required by his contract. In addition I paid Steve Louden another $17K+ on June 3, 2020 for the remaining owed coming in October 18, 2019 and June 3, 2020 for roofing materials and labor and excluded $5k for the painting and miscellaneous repairs he did not provide. So Steve Louden has received $56K+ in payment from me in insurance monies and if Carlos Sanchez (General Manager, aajroofing@gmail.com 720-232-7302) is honest with me, Steve Louden is leaving him high and dry. I hope I don't have to find a construction lawyer to defend myself. I have the hunch that Steve Louden is in debt to a number of suppliers as well as subcontractors, which is why he is unable to commit to start dates because he cannot find suppliers or subcontractors who will risk trusting him.

I hope that you and the City of Louisville Building Codes Board has been able to punish Steve Louden for his dishonest and unethical business practices and thought that I should pass on this new information as it appears that not only his customers are being hurt by him, but suppliers and subcontractors as well.

Regards, Ellen Tallman

On Wednesday, June 17, 2020, 07:40:45 AM MDT, Chad Root <croot@louisvilleco.gov> wrote:

Ellen,

Don't worry about the letter or coming to the board meeting, we have it covered. You have more important things to take care of at this point. Thank you for your time. You and your husband will be in my prayers. If there is anything the Building Department team can do for you just let us know.

Chad Root

From: Ellen Tallman <tallmanellen@yahoo.com>
Sent: Sunday, June 14, 2020 2:07 PM
To: Chad Root <croot@louisvilleco.gov>
Chad,

I had hoped to complete the complaint affidavit over the previous weekend (May 30/31) but the day June 4 that you sent this email below, my husband, Peter Tallman, who is currently at home receiving palliative care from Kaiser and TRU Community Care, developed an infection (NOT COVID-19) requiring a visit to Kaiser urology clinic and an antibiotic prescription the following Monday, June 1. Consequently, I have had little time to tend to this complaint duty.

Also, I was unsure that I could use the form you sent because I had trouble alleging that Steve Louden "committed one or more acts prohibited by the City's building code......".

I decided instead to send you an email with similar format to that complaint affidavit that will briefly describe what do have evidence of his dishonesty and possible code violation. I hope to send that email in the next few days and if you believe it is worth my getting notarized by a visit to our house by Julie before the board meeting on June 18, I will be happy to do so. Since this is uncertain, I no longer plan to attend the June 18 meeting as it is inconvenient for me to do so with my husband’s condition at this time.

The basic fact that I want to describe is that Steve Louden never mentioned in writing or otherwise that he would apply for a permit for Re-Roof with the City of Louisville, attempting to schedule a delivery of roofing materials on Nov. 13, 2019 without responding to any of my email questions about the timeline for the work to be done. After I appealed to you at the City (by phone and emails around Nov. 10/11) with my questions and concerns and made it clear to Steve Louden that I had spoken to you about the permitting process and other flat roof questions, he eventually met or spoke with Randy Dewitz (Deputy Building Official and Senior Inspector) before or while applying for that permit on Nov. 19, 2019 and brought that permit to me at the house on the same day. Because I had told him many times by email that I did not want the roof work started just before we were going away the week of Thanksgiving nor did I want the re-roof done between December and end of February, he agreed to postpone the roofing until warm weather and would be able to extend the permit once if necessary.

Thank you for all your support on this matter in 2019 and 2020. I will send the follow-up email as soon as I can.

Sincerely,
Ellen Tallman

On Thursday, June 4, 2020, 10:04:24 AM MDT, Chad Root <croot@louisvilleco.gov> wrote:

Ellen,

Here is the complaint Affidavit. You can run this by the Building Department on Tuesday morning between 8 am-12 pm and Julie can notarize it for you. Also just give us a brief description of the reason of the complaint. If you need we can also meet you at your home to notarize this document if there are concerns of covid-19. Just let Julie know and she could me you at your house in the front yard. She is cc’d on this email.

Chad Root

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From: Ellen Tallman <tallmanellen@yahoo.com>
Sent: Thursday, June 4, 2020 9:47 AM
To: Chad Root <croot@louisvilleco.gov>; Randy Dewitz <randyd@louisvilleco.gov>
Subject: Steve Louden/Severy Creek Roofing

Chad,

Randy told me yesterday that if I want to speak at the June 18 meeting regarding Steve Louden’s ethics, I must file a formal complaint.

I texted you yesterday saying I was willing to do so but I need to know the process of doing so. Is there a form or a link that I should use as a guide?

Please let me know.

Thank you,
Invoice Severy Creek has not paid his sub at address below

Billed To
Steve Louden
Severy Creek Roofing Inc
357 S. McCaslin Blvd., Suite #200
Louisville, Colorado
80027
United States

Date of Issue
05/12/2020

Invoice Number
0000622

Amount Due (USD)
$18,600.00

Due Date
05/12/2020

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Subtotal 18,600.00
Tax 0.00

Total 18,600.00
Amount Paid 0.00

Amount Due (USD) $18,600.00

Notes
1827 Lakespur Ln
Louisville CO 80027