

Building Code Board of Appeals

Agenda

August 17, 2020

Council Chambers

749 Main Street

7:00 PM

- I. Call to Order
- II. Roll Call
- III. Approval of Agenda
- IV. Approval of Minutes
 - July 23, 2020
- V. Public Comments on Items Not on the Agenda
- VI. Regular Business
 - Severy Creek Roofing Hearing to Show Cause 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

July 23, 2020
City Hall, Conference Maple
749 Main Street
7:00 PM

Call to Order: Berry called the meeting to order at 7:01 PM.

Roll Call was taken and the following members were present:

Board Members Present: Matt Berry, Peter Geise, Steve Knapp

Board Members Absent: Mason Gatto

Staff Members Present: Chad Root, Chief Building Official
Julie B. Greener, Building Permit Technician

Other Present: Nicky Colon-Baez, Board Attorney
Adam ... Special Prosecutor

DRAFT

Approval of Agenda:

Geise moved and Knapp seconded a motion to approve the agenda as prepared by staff. Voice vote. Motion passed 3-0.

Approval of Minutes:

Berry moved and Knapp seconded a motion to approve the October 10, 2019 minutes as prepared by staff. Voice vote. Motion passed 3-0.

Public Comments on Items not on the Agenda:

None heard.

Regular Business:

Hearing for Severy Creek Roofing, Inc. (Mr. Louden) to show cause why Louisville contractor's license should be suspended or revoked for alleged violation of Louisville Municipal Code was called to order by Matt Berry, Chairperson of Building Code Board of Appeals. Opening comments were made by Chairperson Berry.

Berry stated the purpose of the hearing is to receive evidence and testimony in order to enable the board to make findings and reach a conclusion as to whether there is sufficient evidence proving the licensee violated one or more of the laws and regulations specified in the order to show cause, and if so, whether revocation or suspension of the licensee's license is appropriate.

Berry continued that the Board will not observe formal rules of evidence but may consider any matter, which he, as chairperson, concludes is reasonably reliable and calculated to aid in the Board reaching an accurate decision. Board members may question any person addressing the board at any time. The attorney for board is present at the meeting.

Berry states, before I set forth the procedures for the hearing, I understand we have a preliminary matter to discuss.

Baez states that Mr. Louden is not available for the meeting telling Baez he is out of town, in South Dakota. Baez states after discussing with the Building Dept. and the city's special prosecutor, Gollin, he asked Mr. Louden if he was available August 17th. Louden agreed pending his attorney was available. Baez stated that neither he nor Gollin has heard from an attorney representing the licensee. Baez confirms Louden had requested a continuance for August 17th. Baez states the board does not have to grant an extension. However, since it is the first request—in the interest of due process, Baez recommends granting the continuance.

Berry asks the city if they object to continuance. Special prosecutor Gollin requests for the record to show when Louden received notice of this hearing. Burgener states through USPS tracking that the certified mailing with Show Cause and Written Statement was received June 26, 2020. This was followed by an email to Mr. Louden with same information, sent the same day, June 26, 2020. Special prosecutor, Gollin states the following: Mr. Root and Mr. Rupert were present at tonight's hearing and prepared to proceed. Gollin states there has been no word from Louden till late last week when he requested the continuance. Gollin adds, Mr. Root received additional information from a complaining party and an additional affidavit concerning the licensee regarding a roofing matter. If Mr. Root, as Chief Building Official, is able to verify that complaint as presenting sufficient grounds to support one or more violations of the City Code, the city would amend the City's written statement to add the allegations contained in the complaint. Gollin also states that the convenience to the board would be to hear both complaints at the same hearing. In addition, Gollin states he has been an attorney a long time and speaking as an advocate, the city's decision to not grant a continuance could result in an appeal, which would bring to BCBOA to start over. For efficiency of the hearing, it makes more sense to grant continuance to August 17th. Gollin states that there has been no word from the licensee. He has not provided any documentation and the city does not know if he will show up on the 17th. Gollin states it would be the safest to grant continuance in order to hear all evidence in one hearing.

Baez states the Notice of Hearing can be amended to add the additional violations alleged in the additional verified complaint, and that there would be a new packet for the August 17th meeting. Berry restates that the hearing has been opened and if the hearing is continued, the packet will change, although a nebulous document. Either party can add to the packet. Additional evidence can be added regardless if it is in the packet. Berry states the board has read the packet. Baez cautions the board to not make any decision based on the substance of the alleged violations and unavailability of licensee, although the city was prepared for the hearing tonight.

Berry asks for comments from the board members. Knapp commented (not audible). Gollin states there will be a new show cause mailed out—called "Amended Show Cause," adding a second case after the first. The city presents the first case then, then the second adding on already numbered exhibits. Gollin states he foresees the board making their decision, guilty or not guilty on the first case then, a decision on the second case— or make one decision on both. Berry asks if August 17th is enough time. Baez affirms—this is enough time. Geise asks if date can be changed. Baez replies, yes the date can be changed. Berry states there may be another board member available for the 17th. Burgener asks Knapp to talk into microphone. Knapp states (inaudible). Berry replies he wants to make certain the board members are available and represented for a continuance. Berry asks prior to making a motion—what are the remaining Severy Creek permits. Burgener states there is one issued permit at Spice China and about ten others that are expired—that still need final inspection. Burgener states Severy Creek has a general contractor D license. This license is for reroofs, deck, fences, siding—mostly exterior work. Root states that if it is a commercial deck project the licensee needs a general contractor B license. Knapp asks how many projects is Severy trying to do in the city. Berry states ten or so. Geise confirms that some are expired. Root confirms there is one active reroof permit. Berry adds— including the one coming up in the hearing. Root states that two

of the items in the written statement do not have permits issued.

Berry motions that the board grant a continuance of the July 23,2020 Show Cause Hearing to August 17,2020– with conditions that the licensee cannot obtain any new permits until August 17th,2020, at which time, the board will determine if the licensee has committed violations warranting suspension or revocation of the license. Geise seconds the motion. Roll call vote. The motion passes 3-0.

Berry states the board hearing is in recess at 7:20 pm until August 17, 2020 or another approved hearing date. Baez recommends that the chair be authorized to grant a continuance to avoid another hearing for another continued hearing date.

Berry motions that the BCBOA chairperson be granted the authority to grant a continuance date for hearing. Geise seconds. Voice vote. Motion passes 3-0.

Staff Comments:
None heard.

Board Comments:
Next meeting is tentatively set for August 17th and the chair has the authority to grant a continuance date for the hearing, if needed.

Discussion Items for Next Meeting:
None heard

Adjourn:
Geise moved and Heapp seconded a motion to adjourn the meeting. Motion passed unanimously by voice vote. The meeting was adjourned at 7:17 PM.

DRAFT

City of Louisville
Department of Planning and Building Safety
749 Main Street Louisville CO 80027
303.335.4584 (phone) 303.335.4550 (fax) www.LouisvilleCO.gov

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

ORDER GRANTING CONTINUANCE WITH CONDITIONS

IN THE MATTER OF:

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

License No. LSVL-001704-2018

WHEREAS, Mr. Steve Loudon and Severy Creek Roofing, Inc., hereinafter referred to collectively as "Licensee," was ordered to appear before the Louisville Building Code Board of Appeals (the "Board") on the 23rd day of July, 2020, at 7:00 p.m., to show cause as to why Licensee's license, as described above, should not be suspended or revoked; and

WHEREAS, Licensee received notice of the hearing on June 26, 2020 at approximately 11:59 a.m.; and

WHEREAS, Licensee contacted the Louisville Building Department less than a week before the hearing scheduled for July 23, 2020 seeking a postponement of the hearing, stating that he would be in South Dakota and unavailable to attend the hearing on the scheduled date; and

WHEREAS, after the Licensee stated that he would be represented by an attorney in the matter, the Board's attorney requested the Licensee's attorney's name and contact information for future communications regarding the matter; and

WHEREAS, the Licensee failed to provide the Licensee's attorney's name and contact information; and

WHEREAS, a quorum of the Board opened the hearing on July 23, 2020, at approximately 7:00 p.m.; and

WHEREAS, the Licensee was not present at the hearing; and

WHEREAS, after discussion and deliberation, the Board determined that the continuance should be granted on the condition that the Licensee may not obtain new permits from the Louisville Building Department until the continued hearing date, at which it will be

determined whether the Licensee has committed violations warranting suspension or revocation of the license; and

WHEREAS, the Board then moved to continue the hearing until August 17, 2020, at 7:00 p.m., with the above-referenced condition, and directed the Board's attorney to prepare a written order regarding the same.

IT IS ORDERED that the Licensee's request for continuance is hereby GRANTED, and that the hearing scheduled for July 23, 2020, is hereby continued until **the 17th day of August, 2020, at 7:00 p.m.**, to be held at Louisville City Hall, 749 Main St, Louisville, CO 80027, ON THE CONDITION THAT the Licensee may not obtain new permits from the Louisville Building Department until the continued hearing date, at which it will be determined whether the Licensee has committed violations warranting suspension or revocation of the license.

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

IT IS FURTHER ORDERED that this Order shall be effective as of the Adopted Date as set forth below.

Adopted Date: July 23, 2020

Mailed Date: July 29, 2020

CITY OF LOUISVILLE, COLORADO
BUILDING CODE BOARD OF APPEALS

By: 

Peter Geise, Vice Chair

ATTEST:

By: 

Meredith Muth, City Clerk

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

AMENDED NOTICE OF HEARING ON LICENSE SUSPENSION OR REVOCATION

IN THE MATTER OF:

Severy Creek Roofing, Inc., Steve Loudon, 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"), the International Residential Code for One-and-Two Family Dwellings, 2018 Edition, as adopted by the City ("IRC"), the International Building Code, 2018 Edition, as adopted by the City ("IBC"), and the Article VIII, Section 5(A)(ii) if the Board's Bylaws (incorporated through LMC § 15.56.010(C) & (G), in response to two Verified Complaints received by the Building Official, one from John Ruppert, and one from Tom Unterwagner. 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, the IBC, the IRC, and Article VIII, Section 5(A)(ii) if the Board's Bylaws:

I. Ruppert Complaint:

- 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.”

II. Unterwagner Complaint:

- A. 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.”

- B. IBC § 105.5 which reads as follows: “Every permit issued shall become invalid unless the work on the site authorized by such permit is commenced within 180 days after its issuance, or if the work authorized on the site by such permit is suspended or abandoned for a period of 180 days after the time the work is commenced. The building official is authorized to grant, in writing, one or more extensions of time, for periods not more than 180 days each. The extension shall be requested in writing and justifiable cause demonstrated.”
- C. Section 5(A)(ii) of the Board’s Bylaws (incorporated through LMC § 15.56.010(C) & (G)) which reads as follows: “Unless otherwise limited by state law, a license may be revoked on any of the following grounds...Fraud or misrepresentation in the course of conducting the business.”

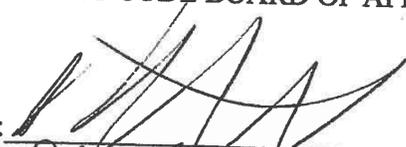
WHEREFORE, you as the Licensee are hereby ORDERED to appear before the Board at the Louisville City Hall, 749 Main St, Louisville, CO 80027 on **the 17th day of August, 2020, at 7:00 p.m.**, or as soon thereafter as you can be heard, TO SHOW CAUSE WHY YOUR LICENSE, AS DESCRIBED ABOVE, SHOULD NOT BE SUSPENDED OR REVOKED.

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 30 day of July, 2020.

CITY OF LOUISVILLE, COLORADO
BUILDING CODE BOARD OF APPEALS

By: 
Peter Geise, Vice Chair

ATTEST:

By: 
Meredyth 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~~^{Express} mail and a copy sent certified mail return receipt requested, this 30th day of July, 2020 addressed to:

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

Severy Creek Roofing, Inc.
Attn: Mr. Steve Loudon, Owner, or
Ms. Julie Weaver, Administrator
1320 Simms Street
Lakewood, CO 80401



Meredith Muth, City Clerk

Exhibit A

(Copy of City's Written Statement)

Department of Planning and Building Safety

749 Main Street • Louisville CO 80027 • 303.335.4592 • www.louisvilleco.gov

Date: July 29, 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 Loudon, Owner of Severy Creek Roofing, Inc.

AMENDED 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 two Complaints: one from Mr. John Ruppert, a resident of the City of Louisville whose residence is located at 641 St. Andrews Louisville Colorado, 80027, and one from Tom Unterwagner, the Property Manager of Mackey Holdings LLC 2200 S. Valentia St. Denver, Colorado 80231 ("Mackey Holdings"). Both Complainants have filed Affidavits with the Building Code Board of Appeals ("Board" or "BCBOA") as required to commence the procedures for license suspension or revocation under the Board's Bylaws.

Both John Ruppert and Tom Unterwagner requested that the Board schedule a hearing to consider an administrative remedy of suspension or revocation of the license or registration of the contractor's license of one Steven Loudon the owner of Severy Creek Roofing, Inc. (individual and business hereinafter referred to as "Licensee"), 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 Board's Bylaws, I have reviewed Mr. Ruppert's and Mr. Unterwagner's complaint and have verified the complaint by determining that there are facts and grounds in the complaint and in City records to require Licensee to appear before the Board, based on the following alleged violations of the Louisville Municipal Code ("LMC") and City-adopted building codes:

Ruppert Complaint:

- i. Alleged facts:
- ii. That on or about October 31, 2018, Licensee pulled a roofing permit for Mr. Ruppert's home at 641 St Andrews, Louisville, CO 80027. Licensee 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.
- iii. Licensee then began to remove shingles on June 6, 2019. The midroof inspection was made on June 19, 2019.
- iv. On July 6, 2019 while the roof was still exposed to the weather, Mr. Ruppert experienced a second hail storm with only felt paper on his roof. After 62 days of only felt paper on his roof Licensee began to shingle the roof on August 11, 2019.
- v. Final inspection of the roof was made on August 20, 2019. According to Mr. Ruppert, the finished work was unacceptable. Mr. Ruppert hired a private roof inspector, Boulder Home Inspector, who generated an independent report, dated January 7, 2020.
- vi. On November 16, 2019 Licensee committed to Mr. Ruppert that he would start siding the house. On November 20, 2019, materials arrived, and Licensee began the work on December 30, 2019.
- vii. Licensee's hired subcontractor performed work on December 21, 22, and 23, 2019, in the cold and the dark. Licensee pulled no permit for the work, and the finished work was unacceptable to Mr. Ruppert.
- viii. On November 14, 2019, Licensee's subcontractor began to remove deck planks, rails and stairs from Mr. Ruppert's home.
- ix. On November 21, 2019, Licensee emailed a deck material order for review and Mr. Ruppert's signature. Mr. Ruppert noticed that the quantities were grossly inaccurate contacted

the supplier, and verified that the material was three times more than what was needed. Mr. Ruppert did not sign the order.

- x. According to Mr. Ruppert, the railing and posts for the deck were to be reused and the damaged ones removed.
- xi. On December 29–31, 2019, the debris from the deck, including the materials that were to be reused, was removed. Currently deck is half way dismantled and is a safety hazard.
- xii. Alleged violations:
- xiii. 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.)
- xiv. 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.)
- xv. 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.) A project is deemed abandoned if work is not commenced within 180 days of permit issuance or when work is suspended or abandoned for

a period of 180 days after the time the work is commenced.
International Building Code, Section 105.5.

- xvi. If true, the demolition of the deck without a permit and the abandonment of the work thereafter would violate: (1) 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 (2) 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.)
- xvii. If true, the installation of the siding without a building permit, the demolition of the deck and leaving it in a state that presents a safety hazard, and the abandonment of the project violates 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.

Unterwagner Complaint:

2. **Alleged Facts:**

- a. On August 1, 2018 Mr. Fordyce entered into a contract with Severy Creek Roofing, Inc. for the replacement of the roof on the building owned by Mackey Holdings located at 1655 Cannon Circle and 1655 Courtesy Road in Louisville Colorado (the "Properties").
- b. The contract included roof-removal; replacement of architectural shingles, and gutters; painting; and restoration of the property. The contract also required project supervision and direct communication.
- c. On December 3, 2018, Mr. Fordyce, on behalf of Fordyce Auto Center, executed an assignment of Right to Collect Insurance Proceeds with Severy Creek Roofing, Inc. Of note, the consideration for this assignment was "for the services performed by Severy" and that Severy would have the right to pursue action at "its sole discretion and expense." Severy assured Mr. Fordyce that the above-referenced repairs would be completed in exchange for Mr. Fordyce's execution of the assignment.
- d. Licensee requested a permit for the work from the City of Louisville on May 8, 2019, and the City issued the permit (Permit No. MISC-6653-2019) on May 22, 2019.
- e. Permit No. MISC-6653-2019 expired on November 18, 2019; no inspections were requested or completed under the permit.
- f. Until April 1, 2020, Mr. Fordyce, and for a short period The Fordyce Auto Charitable Remainder Trust Dated March 11, 2020, and the Gordon Fordyce Charitable Remainder Trust Dated March 11, 2020., owned the Properties. As of April 1, 2020 the owner of these Properties is Mackey Holdings and the trusts are note holders.

- g. During the nearly 9-month sales process Severy would not return the calls/emails of Mr. Fordyce or Mackey Holdings.
- h. Throughout the over two years since the damage occurred to Mr. Fordyce's buildings, Severy made numerous promises to replace his roof/repair his property to include that Mr. Fordyce would receive over \$240,000 in work on his Properties.
- i. Eventually, Severy involved Mr. Fordyce in litigation commenced against Mr. Fordyce's insurer, to include having him deposed. Throughout the litigation, Severy had poor communication with Mr. Fordyce and, despite numerous requests by Mr. Fordyce, Severy never did any work on the Properties.
- j. To date, the work to replace the roof, gutters, painting and restoration was never performed under the permit.
- k. From April 1, 2020 through July 14, 2020 Mr. Fordyce and Mackey Holdings made numerous attempts to contact Severy to find out the status of the case and repairs on the Properties.
- l. On July 17, 2020 Severy emailed Mr. Fordyce telling him they had settled the insurance claim.
- m. As can be seen from the Settlement Severy, despite having its authority revoked to settle any claim due to non-performance of its Contract and Assignment, settled the claim and was paid \$60,000.00.
 - i. Severy kept \$36,781.97 for legal despite the Assignment saying legal was at the expense of Severy;
 - ii. Severy kept \$12,000 for "O and Profit" despite doing zero work on the Properties; and
 - iii. Severy kept \$9,000 for "Termination property sold" despite having no legal justification for keeping this money.

3. Alleged Violations:

- a. If true, the failure to install the new roof and gutters and the failure to complete the painting and restoration 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." A project is deemed abandoned if work is not commenced within 180 days of permit issuance or when work is suspended or abandoned for a period of 180 days after the time the work is commenced.

International Building Code, Section 105.5.

- b. If true, Licensee's collection of insurance proceeds on the Right to Collect Insurance Proceeds executed between Licensee and Mr. Fordyce in combination with Licensee's failure to fulfill the contract with Mr. Fordyce would constitute "fraud or misrepresentation in the course of conducting the business" in violation of Article VIII, Section 5(A)(ii) of the Board's Bylaws (incorporated through LMC § 15.56.010(C) & (G)).

Staff Recommends: That the contractor's license held by Mr. Louden and Severy Creek Roofing, Inc. be revoked for no less than 10 years, and that the Building Code Board of Appeals should schedule a hearing to determine if the License should be revoked for all new permits with the ability of Mr. Louden and Severy Creek Roofing to complete jobs that have already commenced.



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, Tom Unterwagner, Property Manager for Mackey Holdings LLC hereby allege that Severy Creek Roofing as a company and Steve Louden as an individual Contractor's License #LSVL-001704-2018 committed one or more acts prohibited by the City's building code

Severy Creek Roofing

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 in the letter dated July 22, 2020 submitted by our attorney, Craig W. Clark, esq. are true and correct to the best of my knowledge and belief.

Signature of Complainant:

Thomas Unterwagner

Date: 07/23/2020

Physical Address of Complainant: 2200 S. Valentia St., Denver, Colorado 80231
(Street, City, State, Zip)

Mailing Address: Same

Business Address Phone: (303) 250-3046 - Residence Phone: NA

Fax: 267-295-2206 - Email Address: tom@homeland.com

STATE OF COLORADO
COUNTY OF ARAPAHOE

Before me, Faydra Boyce, a notary public, authorized to administer oaths, in and for said State of Colorado, personally appeared Thomas Unterwagner, 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 23rd day of July, 2020.

Faydra Boyce

(Seal)

FAYDRA BOYCE
Notary Public
State of Colorado
Notary ID # 20154030751
My Commission Expires 08-05-2023

Notary Public Signature

8-5-2023

Commission Expires

Page 2.

COMPLAINT AFFIDAVIT INSTRUCTIONS

Fill out this portion of the form with the information the Building Official will need to investigate the complaint in order to verify the complaint.

COMPLETING THE FORM

1. Print or type the name of the complainant on the first line.
2. Print or type the contractor's business name and license number against whom the complaint is being filed.
3. Print or type the physical address of the complainant, including street, city, state and Zip Code.
4. Print or type the complainant's business or residential telephone number.
5. Print or type the complainant's email address. The Chief Building Official or his or her designee will use this address to send notices and correspondence.
6. The complainant must sign and date the form in the presence of a **Notary Public**.
7. The remainder of the form must be completed by a **Notary Public**.

Please note this form and all the information contained within is considered public information. All information is required.



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 Loudon, 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: *John P Ruppert* 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 27 day of February, 2020
Christina L. Stapleford
Notary Public Signature
Feb 4, 2021
Commission Expires

(Seal)





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, Tom Unterwagner, Property Manager for Mackey Holdings LLC hereby allege that Severy Creek Roofing as a company and Steve Louden as an individual Contractor's License #LSVL-001704-2018 committed one or more acts prohibited by the City's building code

Severy Creek Roofing

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 in the letter dated July 22, 2020 submitted by our attorney, Craig W. Clark, esq. are true and correct to the best of my knowledge and belief.

Signature of Complainant: [Signature] Date: 07/23/2020

Physical Address of Complainant: 2200 S. Valentia St., Denver, Colorado 80231
(Street, City, State, Zip)

Mailing Address: Same

Business Address Phone: (303) 250-3046 - Residence Phone: NA

Fax: 267-295-2206 - Email Address: tom@homeland.com

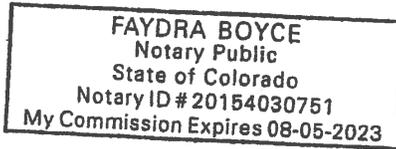
STATE OF COLORADO
COUNTY OF ARAPAHOE

Before me, Faydra Boyce, a notary public, authorized to administer oaths, in and for said State of Colorado, personally appeared Thomas Unterwagner, 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 23rd day of July, 2020.

[Signature]

(Seal)



Notary Public Signature

8-5-2023

Commission Expires

Page 2.

COMPLAINT AFFIDAVIT INSTRUCTIONS

Fill out this portion of the form with the information the Building Official will need to investigate the complaint in order to verify the complaint.

COMPLETING THE FORM

1. Print or type the name of the complainant on the first line.
2. Print or type the contractor's business name and license number against whom the complaint is being filed.
3. Print or type the physical address of the complainant, including street, city, state and Zip Code.
4. Print or type the complainant's business or residential telephone number.
5. Print or type the complainant's email address. The Chief Building Official or his or her designee will use this address to send notices and correspondence.
6. The complainant must sign and date the form in the presence of a Notary Public.
7. The remainder of the form must be completed by a Notary Public.

Please note this form and all the information contained within is considered public information. All information is required.

BCBOA SEVERY CREEK ROOFING, INC. QUASI-JUDICIAL HEARING EXHIBIT INDEX, AUGUST 17, 2020

- 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 SHOW CAUSE MAY 2, 2020
- EXHIBIT 12 LETTER FROM CRAIG W. CLARK, ATTORNEY FOR FORDYCE AUTO
- EXHIBIT 13 SEVERY CREEK ROOFING CONTRACT WITH FORDYCE AUTO
- EXHIBIT 14 ASSIGMENTS OF RIGHT TO COLLECT INSURANCE PROCEED
- EXHIBIT 15 REROOF PERMIT FORDYCE AUTO, 1655 CANNON ST.
- EXHIBIT 16 REROOF ESTIMATE FOR NEXGEN CONSTRUCTION
- EXHIBIT 17 FORDYCE REROOF DETAILED REROOF REPORT
- EXHIBIT 18 EMAIL TO GORDON FORDYCE
- EXHIBIT 19 ALLEGED INSURANCE FRAUD EMAIL
- EXHIBIT 20 SEVERY CREEK FINAL INVOICE
- EXHIBIT 21 FORDYCE ACCOUNTING FINAL CLAIM
- EXHIBIT 22 SEVERY CREEK SIGNED SETTLEMENT AGREEMENT

EXHIBIT 1-Contractor's License



ISSUED TO: Julie Weaver, Severy Creek Roofing

LOCATION: 200 South Union Blvd Suite 200
Lakewood, CO 80228

ICC TEST HOLDER:

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.

EXHIBIT 2-TIMELINE

Timeline for 641 St. Andrews Lane with Severy Creek

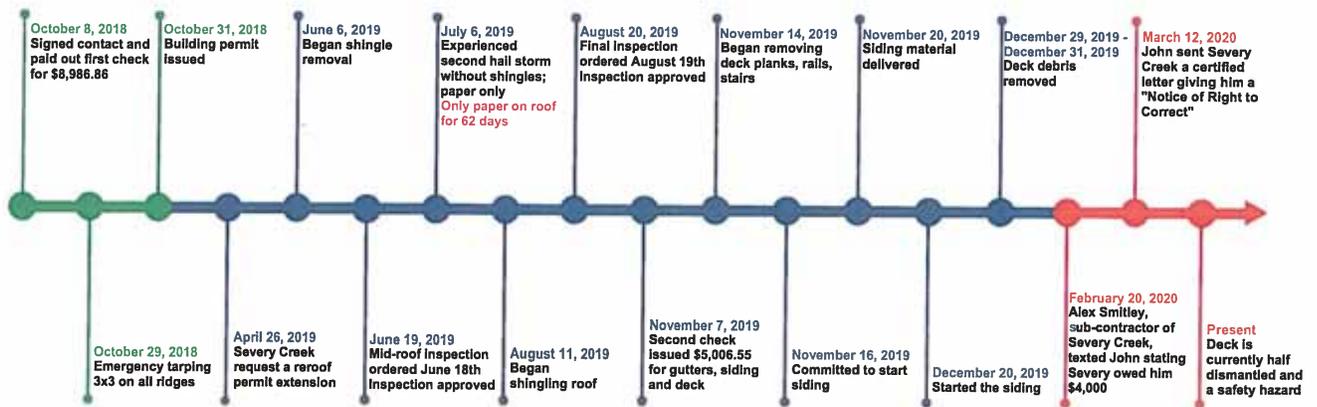


EXHIBIT 3-SEVERY CREEK SIGNED CONTRACT FOR 641 ST. ANDREWS



10/8/18

1320 Simms St. #103 Lakewood, CO 80401

www.severycreekroofing.com | Phone: 303-807-4030 | Cell: 719-494-9231

Date <u>10/8/18</u>		Date of Loss/Cause <u>8/18/18</u>	Contractor's Project Manager	
Property Owner <u>John Curbsford</u>		Insurance Company <u>Am Nat Farm</u>	Claim # <u>Carbone</u>	
Street Address		Policy #	Adjuster	
City, State ZIP		Mortgage Company	Adjuster Phone	
Home Phone	Cell Phone	Mortgage Loan #	Adjuster Fax	
Property Owner Email Address			Adjuster Email Address	

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 8/18/18.

SCOPE OF WORK:

Roofs replacement:

- Roof- Remove and Replace architectural shingles. Color: WEATHER 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.



1320 Simms St. #103 Lakewood, CO 80401

www.severycreekroofing.com | Phone: 303-807-4030 | Cell: 719-494-9231

- 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: ROOF - GLASS 4 / ZERO OUT of porch! See

o Deck

o SCREENS

o ROOF SIDE SERVICE

o 2 SIDES REFINISHED

o EMERGENCY TRIP \$1400

o ELECTRICAL

o WARED LANDSCAPE 6x6x6s

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 OS-H-3MFS88

My loan number is: N/A

CONTACT: Steve Loudon- 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.

X Client Signature: [Signature]

Date of Acceptance: 9/13/17

Print Client Name: JOHN LUMBERT Ruppert

Title: OWNER

Client Address: 641 ST ANDREWS LANE

Print email address where invoices should be sent: LUMBERT@MEMBERTONE.WEBMAGI

[Signature]

EXHIBIT 4 REROOF PERMIT



COLORADO • SINCE 1878

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

Parcel	Street Address
157517304006	641 ST ANDREWS LN
Zoning	District
Planned Community Residential	Louisville
SFHA Zone	Legal Description

Owner Information	Applicant Information
Name: JOHN RUPPERT Address: 641 St Andrews Ln Louisville, CO 80027	Name: Severy Creek Roofing Address: 200 South Union Blvd Suite 200 Lakewood, CO 80228
Building Information	
Construction Type: Project Description: Re-Roof	Occupancy:

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.

Building Permit Fee (Minor) 2,000.01 +	\$258.00
City Capital Improvement Use Tax 3.0% - Materials	\$188.73
Boulder County Use Tax .985% - Materials	\$61.97
City Open Space/Parks Use Tax .375% - Materials	\$23.59
City Historic Preservation Use Tax .125%-Materials	\$7.86
Rec Center Use Tax 0.15% - Materials	\$9.44

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:

EXHIBIT 5-EXTENSION REQUEST

The image shows a screenshot of the EnerGov permit application system. The main window displays a permit application for a 'Re-Roof' project. The application details include the permit type, mark class, permit status (Final), and description. A central text box contains the following text: 'email from Steve Loudon requesting extension: homeowner wants to wait until SPRING/SUMMER. 4/26/2019 9:36:08 AM Jenny Lane'. To the right of the main window, there is a table of application dates with the following entries: 10/25/2018, 10/31/2018, 2/18/2020, 8/20/2019, and 8/20/2019. Below the table, there is an 'Impact Units' section with an 'Add None' button. A blue sticky note is placed over the bottom right portion of the screenshot, containing the handwritten text: 'Request for extension that John Ruppert knew nothing about.' The word 'EXTENSIO' is partially visible in the background of the screenshot.

Application Date
10/25/2018
10/31/2018
2/18/2020
8/20/2019
8/20/2019

Impact Units

Add None

36:08 AM

Request for extension that John Ruppert knew nothing about.

EXTENSIO

EXHIBIT 6 -INSPECTION REPORT

PERMIT INSPECTION HISTORY REPORT (MISC-5561-2018)

Permit Type: Minor	Application Date: 10/25/2018	Address: 641 St Andrews Ln
Work Class: Re-Roof	Issue Date: 10/31/2018	Louisville, CO 80027
Status: Final	Expiration Date: 04/30/2019	

Inspection Date	Inspection Type	Inspection No.	Inspection Status	Primary Inspector	Reinspection	Complete
	Building Roof Final	038459-2019	Approved	Randy Dewitz		Complete
		<u>Checklist Item</u>	<u>COMMENTS</u>		<u>Passed</u>	
		General Building Inspection			Yes	
06/19/2019	Building Midroof	037199-2019	Approved	Isaias Huizar		Complete
		<u>Checklist Item</u>	<u>COMMENTS</u>		<u>Passed</u>	
		General Building Inspection			Yes	

EXHIBIT 7 INDEPENDENT ROOF REPORT

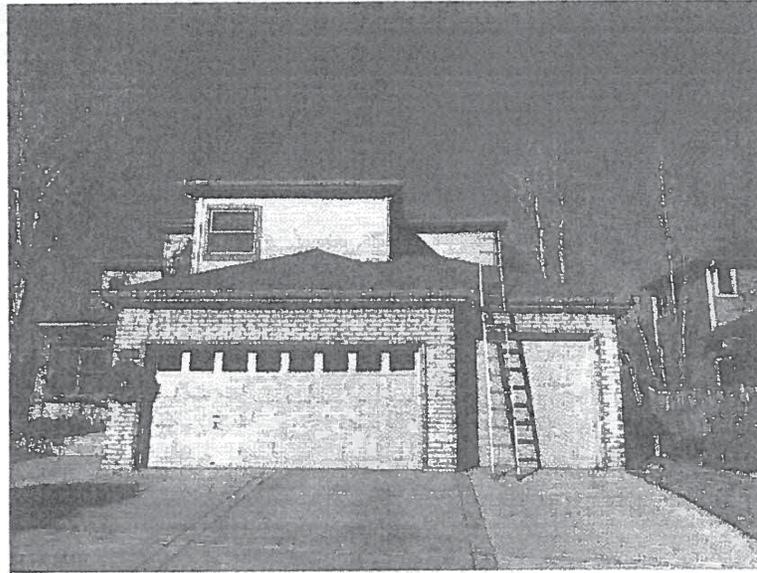


BOULDER HOME INSPECTOR

303-676-8006

brett@boulderhomeinspector.com

https://boulderhomeinspector.com



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 crawlspaces 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

In Attendance

Home Owner, Inspector

Occupancy

Furnished

Type of Building

Single Family

**Outside Temperature
(approximate)**

55 Fahrenheit (F)

Weather Conditions

Clear

2: ROOF

		IN	NI	NP	O
2.1	Coverings	X			
2.2	Eaves, Soffits & Fascia	X			
2.3	Roof Drainage Systems	X			
2.4	Flashings	X			
2.5	Venting & Other Roof Penetrations	X			

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

Information

Inspection Method

Ground, Ladder, Roof

Visibility

All

Coverings: Condition

Marginal

Coverings: Material

Asphalt

Roof Drainage Systems:

Attachment

Marginal

Roof Drainage Systems:

Downspouts

Should be 6' away from the house

Roof Drainage Systems: Gutter Material

Aluminum

Roof Drainage Systems: 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 eve 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 fascia are called the soffit or eave. The soffits often allow for ventilation and keep critters from entering the house.

Flashings: Flashing Material

Marginal

Flashing 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 code serious injury. Recommend a qualified roofing professional evaluate decking and shingles and repair/replace as necessary.

Recommendation

Contact a qualified roofing professional.



Safety Hazard



Crushed and unsupported ridge



Damaged Decking

2.1.2 Coverings

EXPOSED NAILS



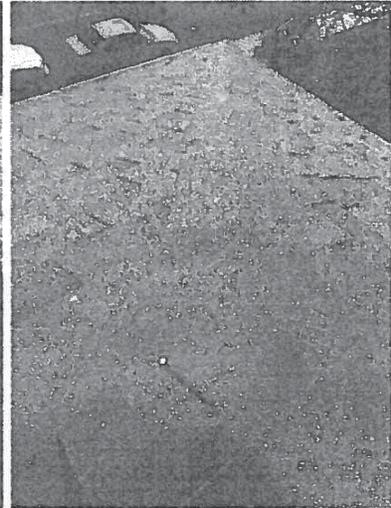
There is one or more areas of the roof that has nails that are exposed. If they are left uncovered/unsealed it is likely that unwanted moisture intrusion can happen. I would recommend sealing all exposed nails and any roof penetrating areas with the appropriate caulk or roof sealant.

Recommendation

Contact a qualified roofing professional.

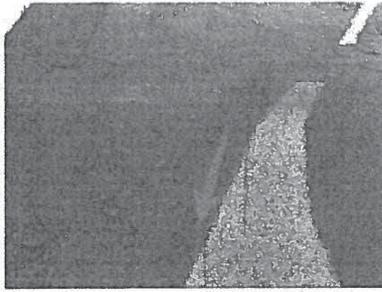


Roof Ridge



Roof Ridge Exposed Nail

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

Recommendation

BUCKLING/LIFTING SHINGLES

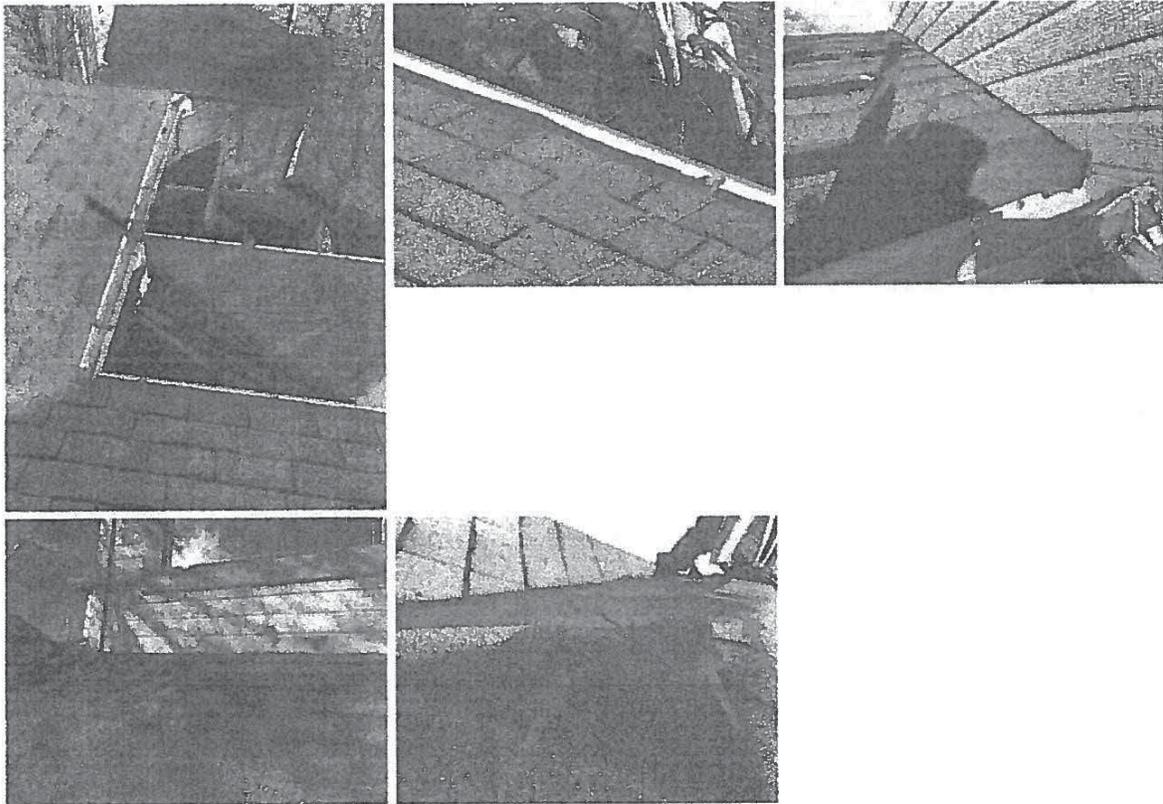
LOWER NORTH EAST ROOF

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

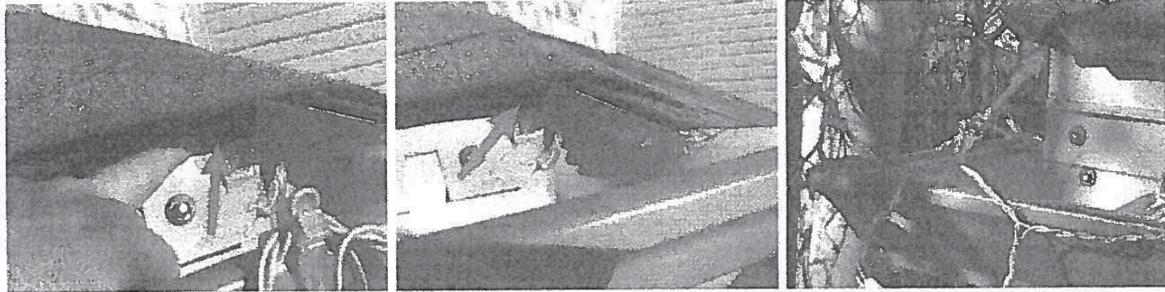
Recommendation

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.

Recommendation

Contact a qualified roofing professional.



2.2.1 Eaves, Soffits & Fascia

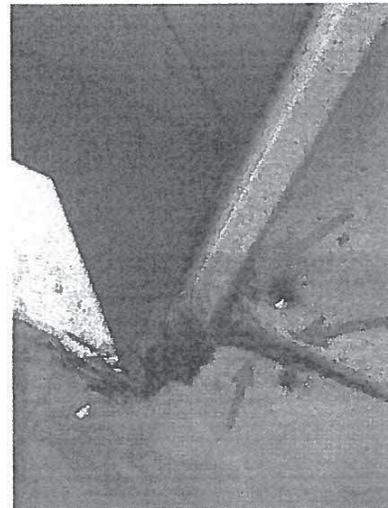
SOFFITS DAMAGED



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

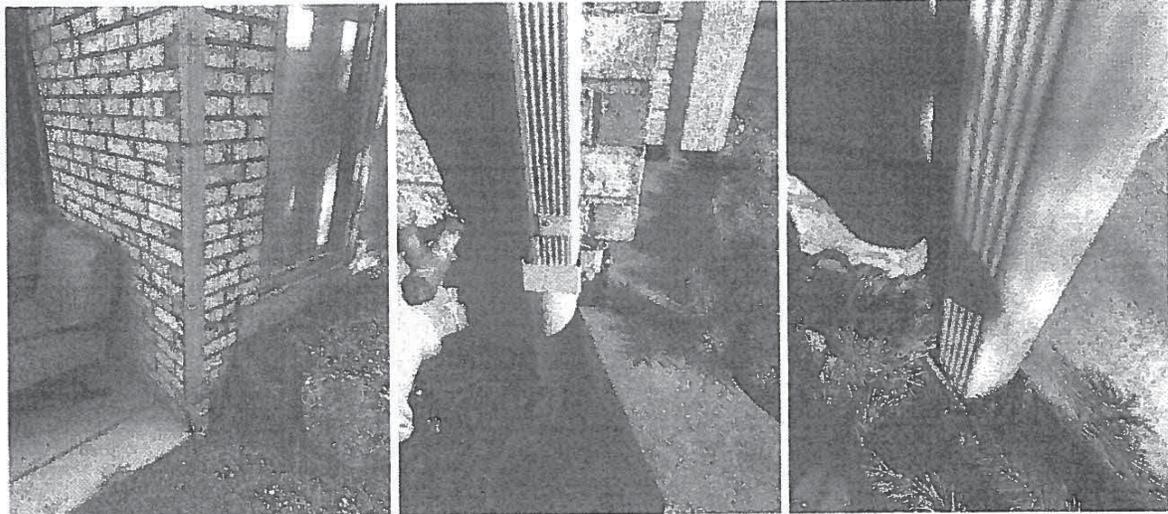
DOWNSPOUTS DRAIN UNDERGROUND



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

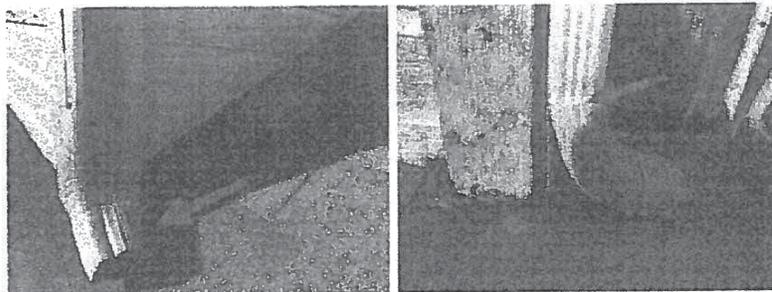
DOWNSPOUTS LOOSE OR DAMAGED



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

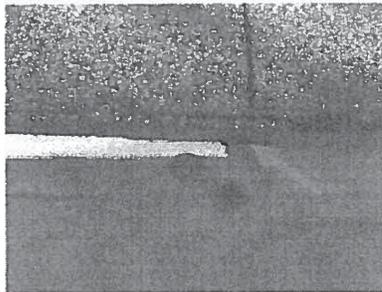
DRIP EDGING HOLES



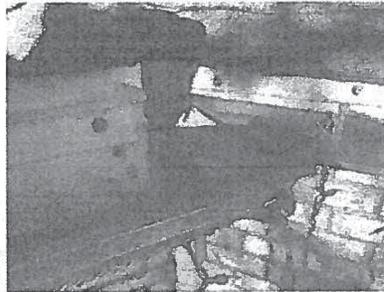
The drip edging has one or more holes that can allow for un-necessary moisture to enter areas not intended and put unnecessary wear on these items. I would recommend sealing these wholes to prevent further wear and tear on these areas.

Recommendation

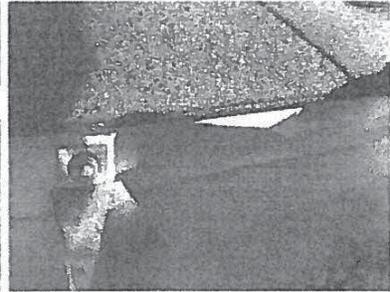
Contact a qualified professional.



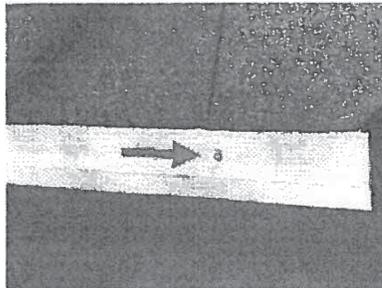
Holes in Drip Edge



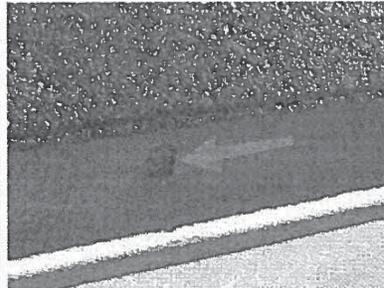
Holes in Drip Edge



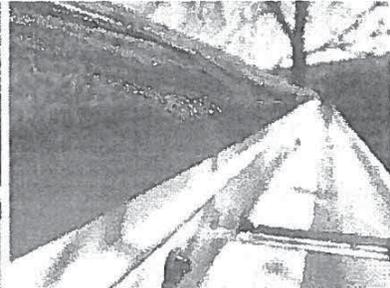
Holes in Drip Edge



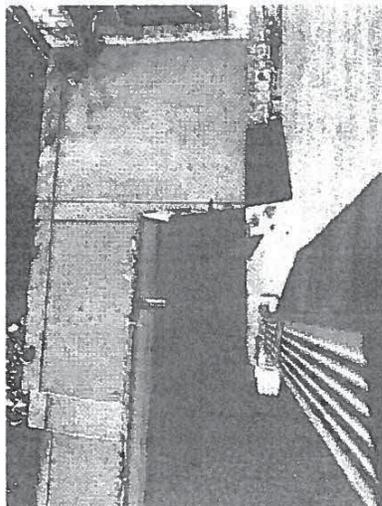
Holes in Drip Edge



Holes in Drip Edge



Holes in Drip Edge



Holes in Flashing



Holes in Drip Edge

2.3.4 Roof Drainage Systems

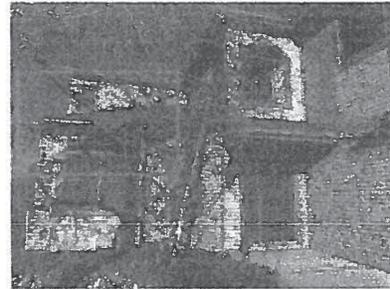
GUTTER ALIGNMENT

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



Lower South East Gutter

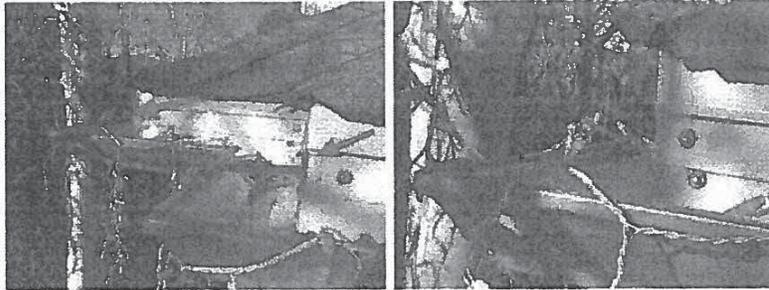
2.4.1 Flashings



LOOSE/SEPARATED

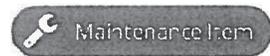
LOWER SOUTH EAST ROOF

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

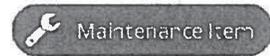
LOWER SOUTH EAST CORNER

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



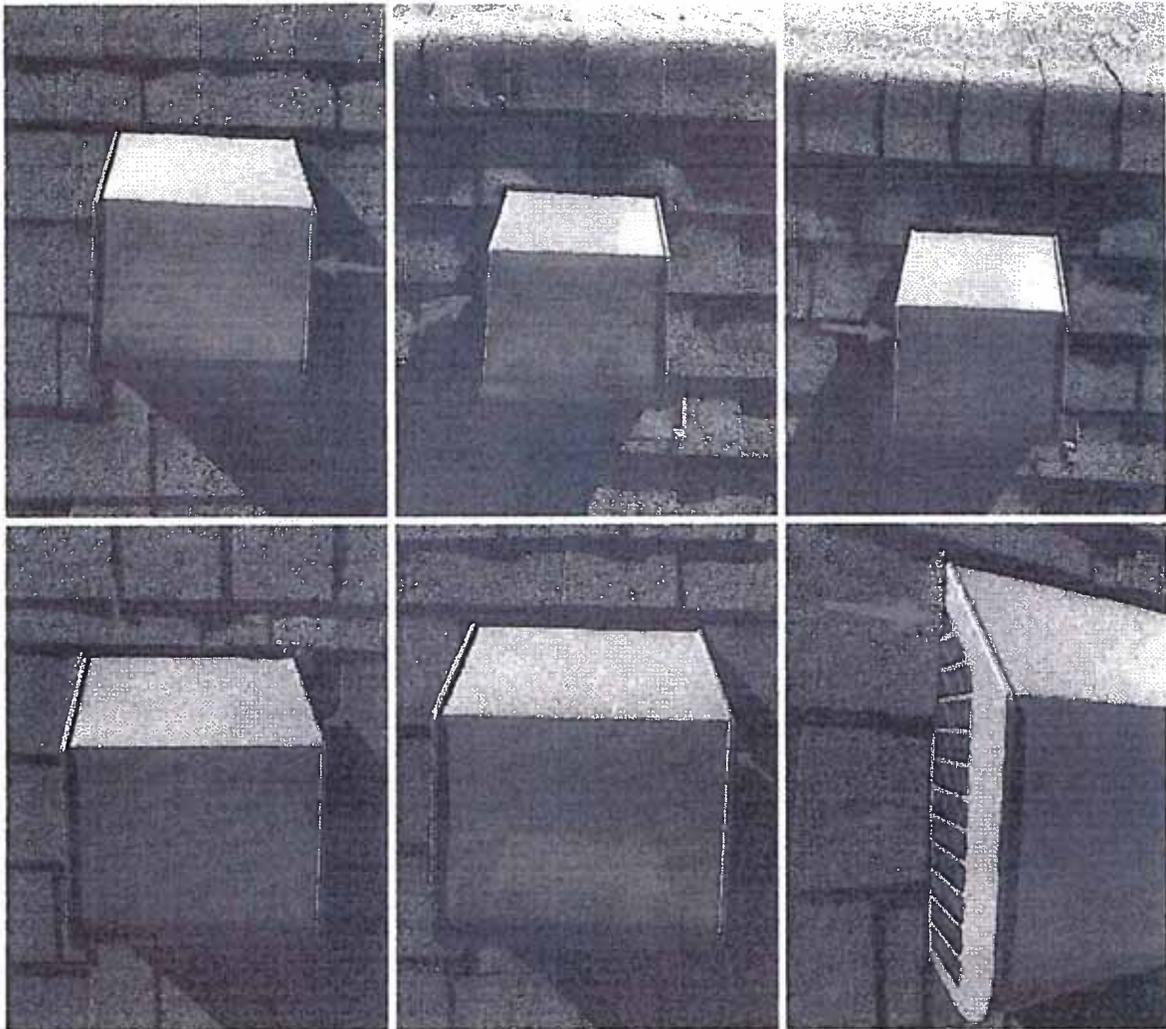
ROOF SHINGLES ABUTTING ROOF VENTS

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 too close to the vent and sealed properly,

Recommendation

Contact a qualified roofing professional.



3: EXTERIOR

		IN	NI	NP	O
3.1	Front Patio	X			
3.2	Siding & Trim	X			

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

Information

Front Patio: Appurtenance
Patio

Front Patio: Condition
Marginal

Front Patio: Material
Concrete

Front Patio: Existing Hazards
Not Applicable

Front Patio: Exterior Steps
Satisfactory

Siding & Trim: Siding Style
Shiplap, Brick and Morter

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



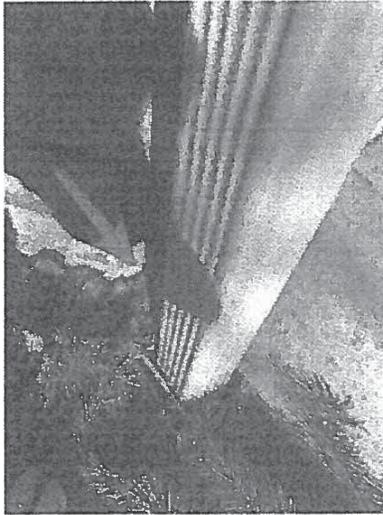
PATIO SIDING/WALL CRACK

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.

 Recommendation

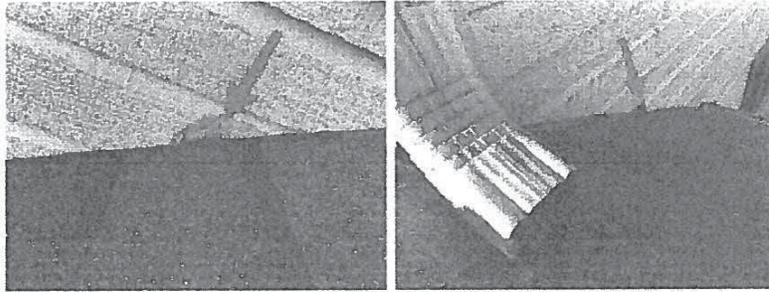


3.2.2 Siding & Trim

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.

 Maintenance Item



3.2.3 Siding & Trim

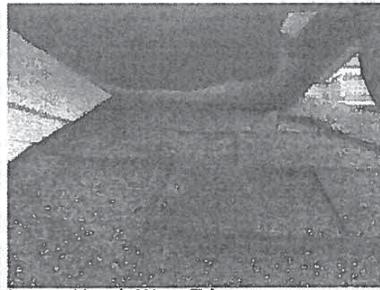
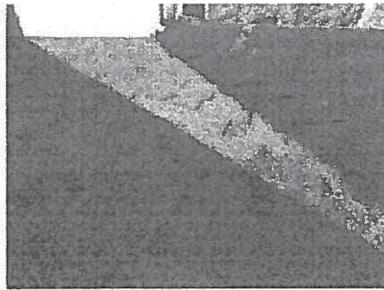
TRIM DAMAGED



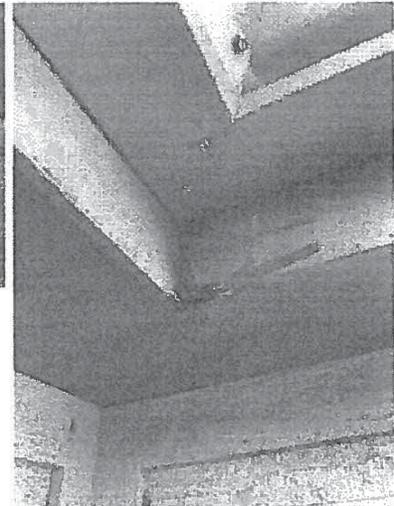
There are one or more areas of trim that are showing signs of moisture and aging damage I would recommend replacing these boards so they can perform as intended.

Recommendation

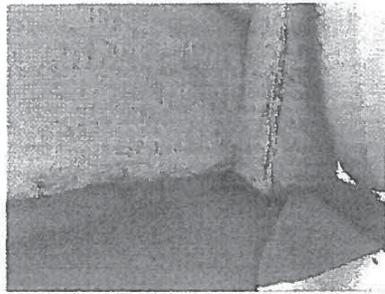
Contact a qualified professional.



Lower North West Trim



Lower South East Trim



Lower East Trim



Damaged Trim and Soffit



Lower North East Trim

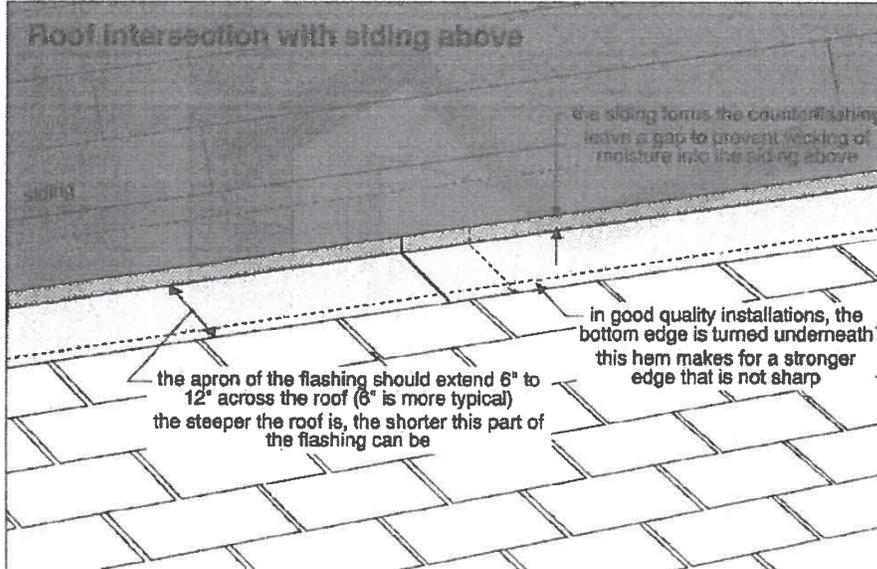
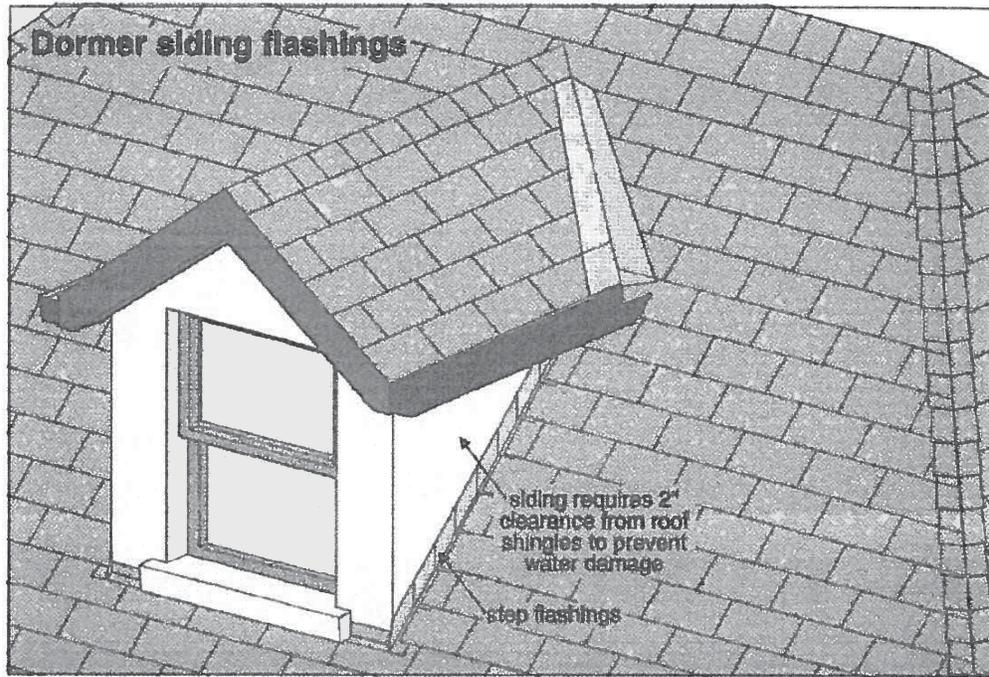


Lower North East Trim

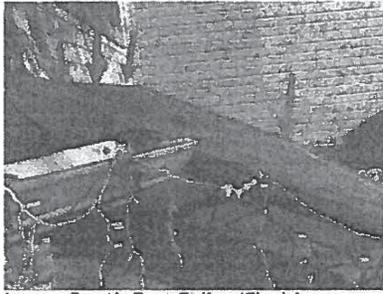
3.2.4 Siding & Trim
SIDING TOUCHING ROOF SURFACE

 Maintenance Item

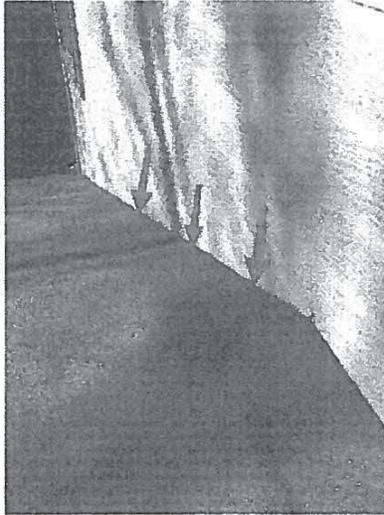
In one or more places the siding is touching the roof surface. This does not allow for water to flow via the flashing and allows for moisture to soak into the siding this bring moisture into areas otherwise unintended. I would recommend consulting a qualified contractor to allow for moisture to travel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



Recommendation
Contact a qualified
roofing professional.



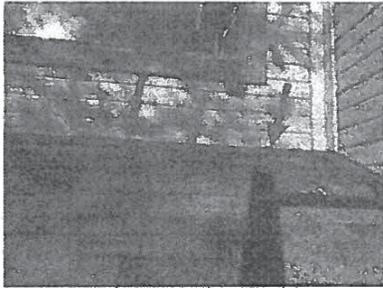
Lower South East Siding/Flashing



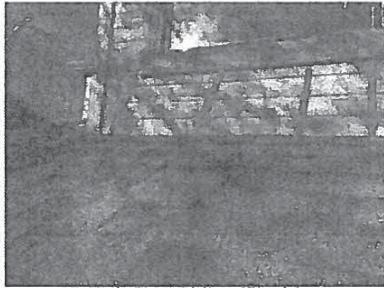
Lower South East Siding/Flashing



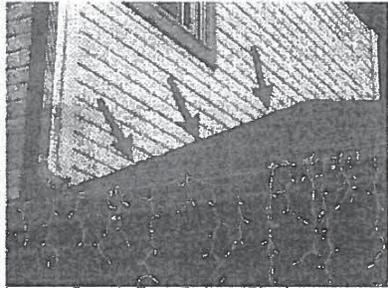
Lower South East Siding/Flashing



Lower South East Siding/Flashing



Lower South East Siding/Flashing



Lower South East Siding/Flashing

EXHIBIT 8a.

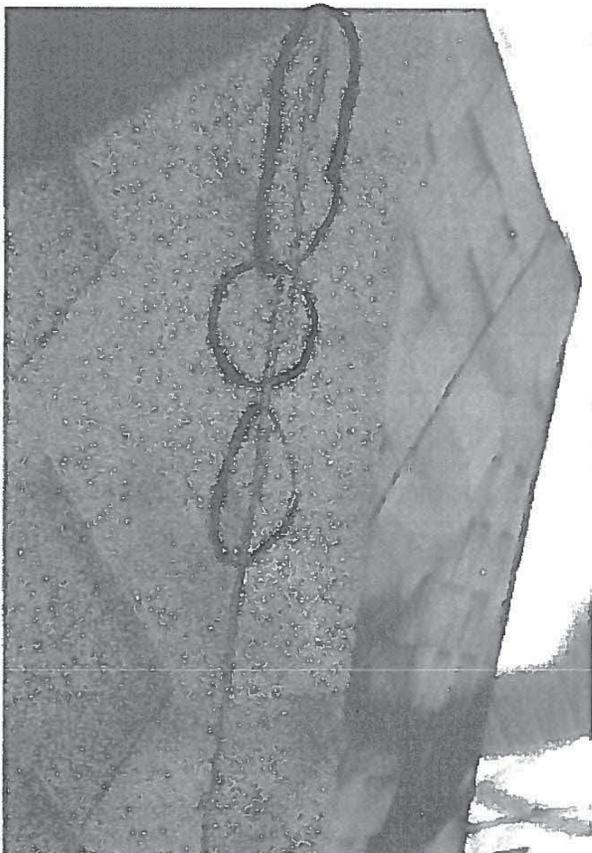
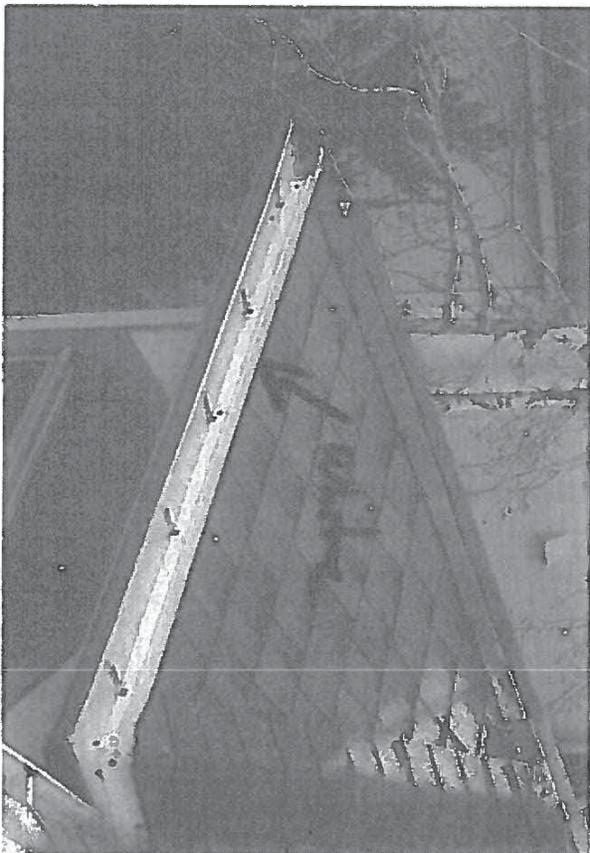
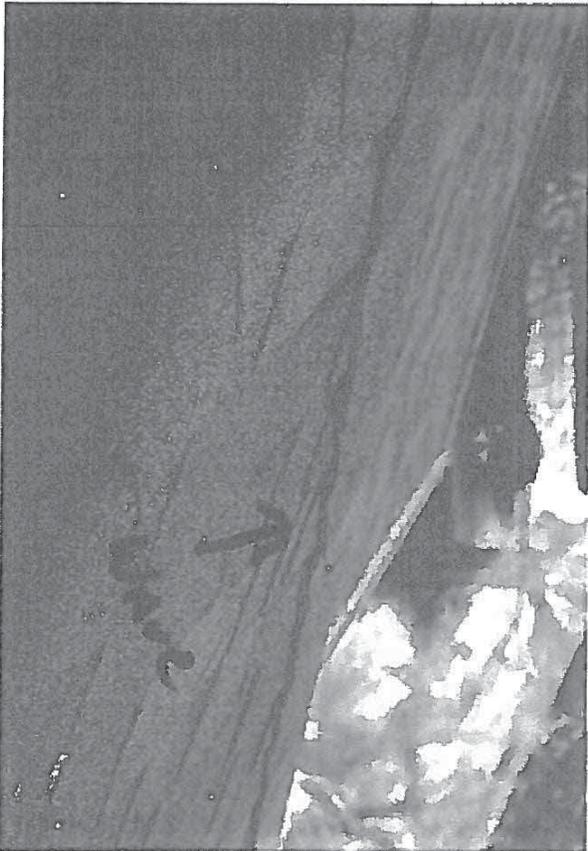


EXHIBIT 8b

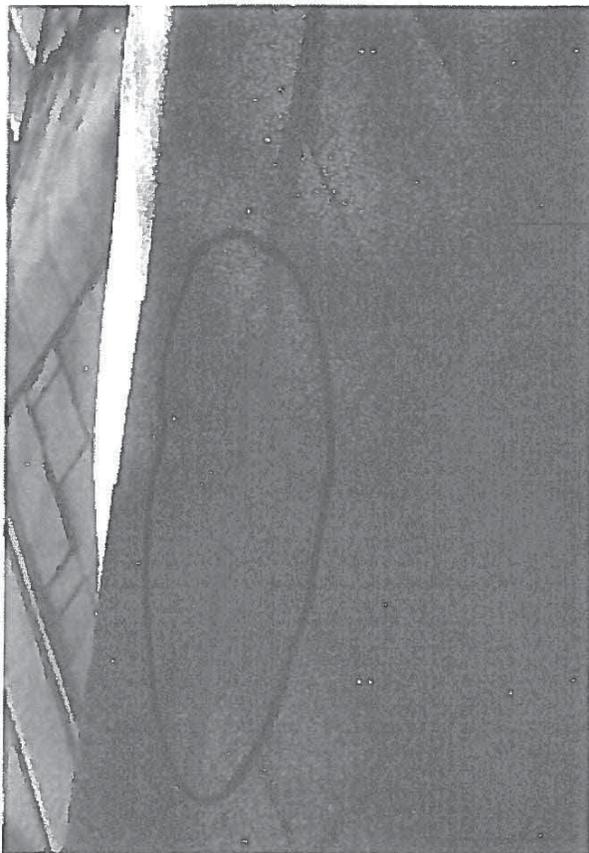


EXHIBIT 9a SIDING



EXHIBIT 9b SIDING

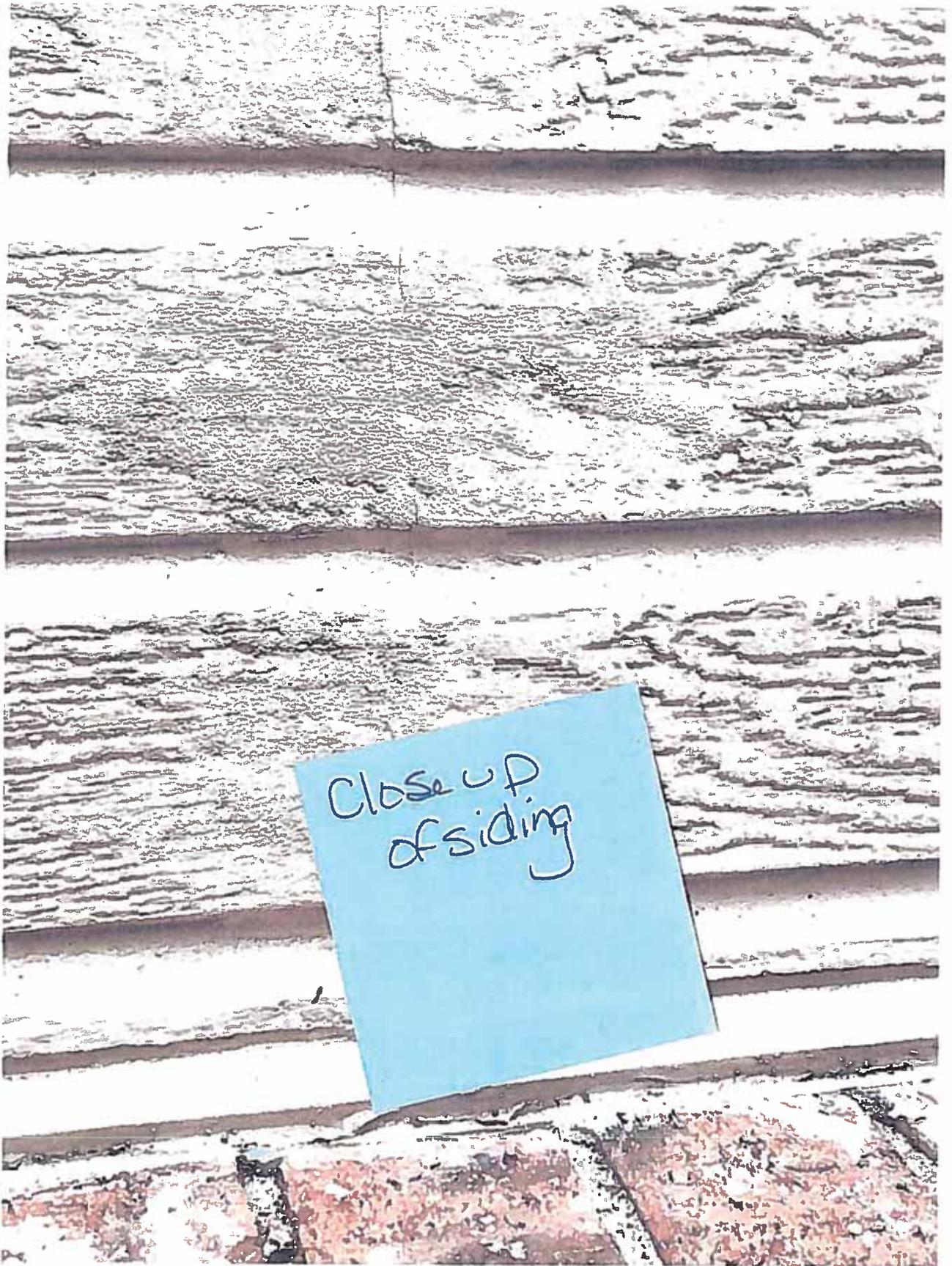


EXHIBIT 9c SIDING

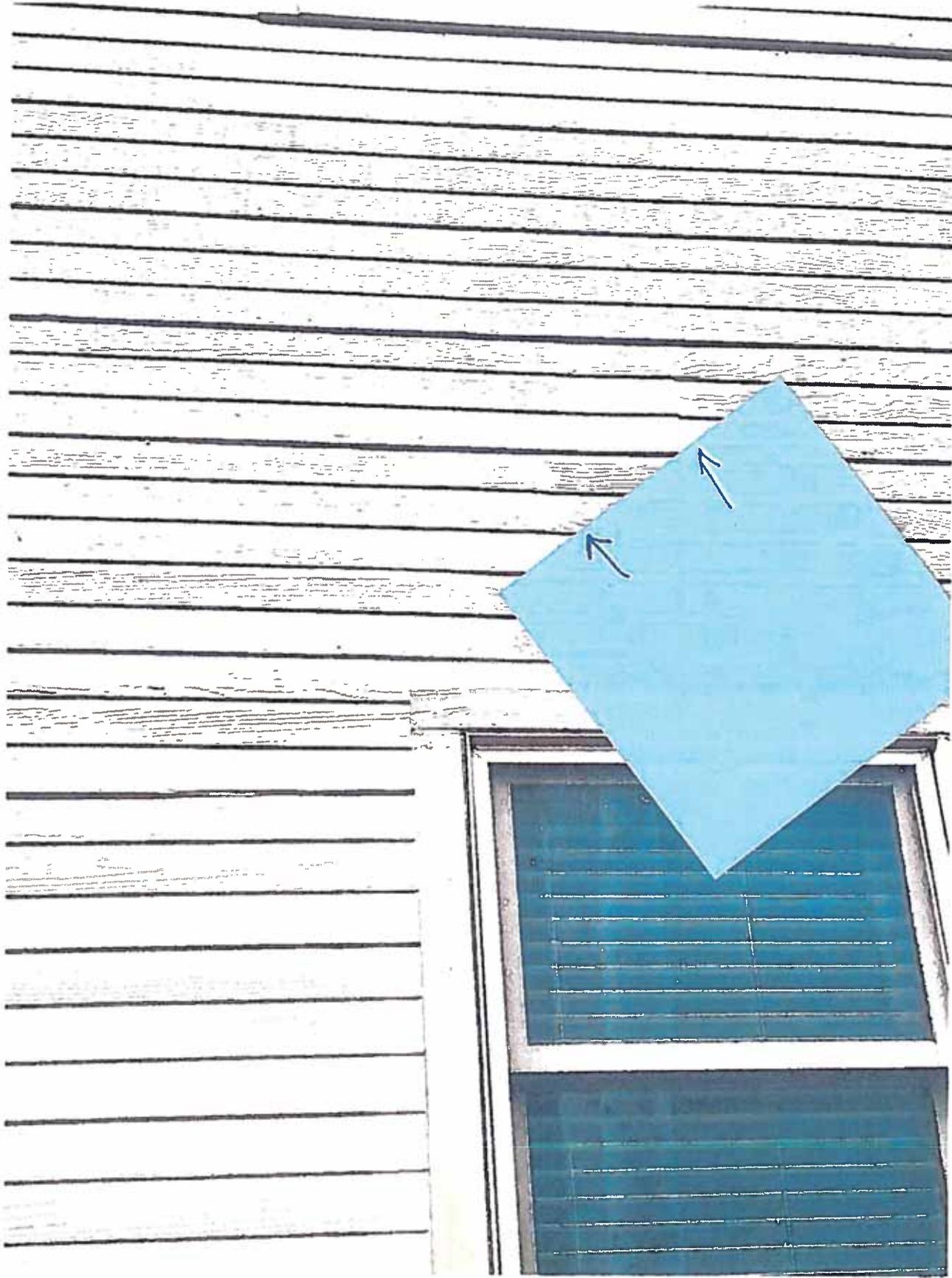


EXHIBIT 10a DECK

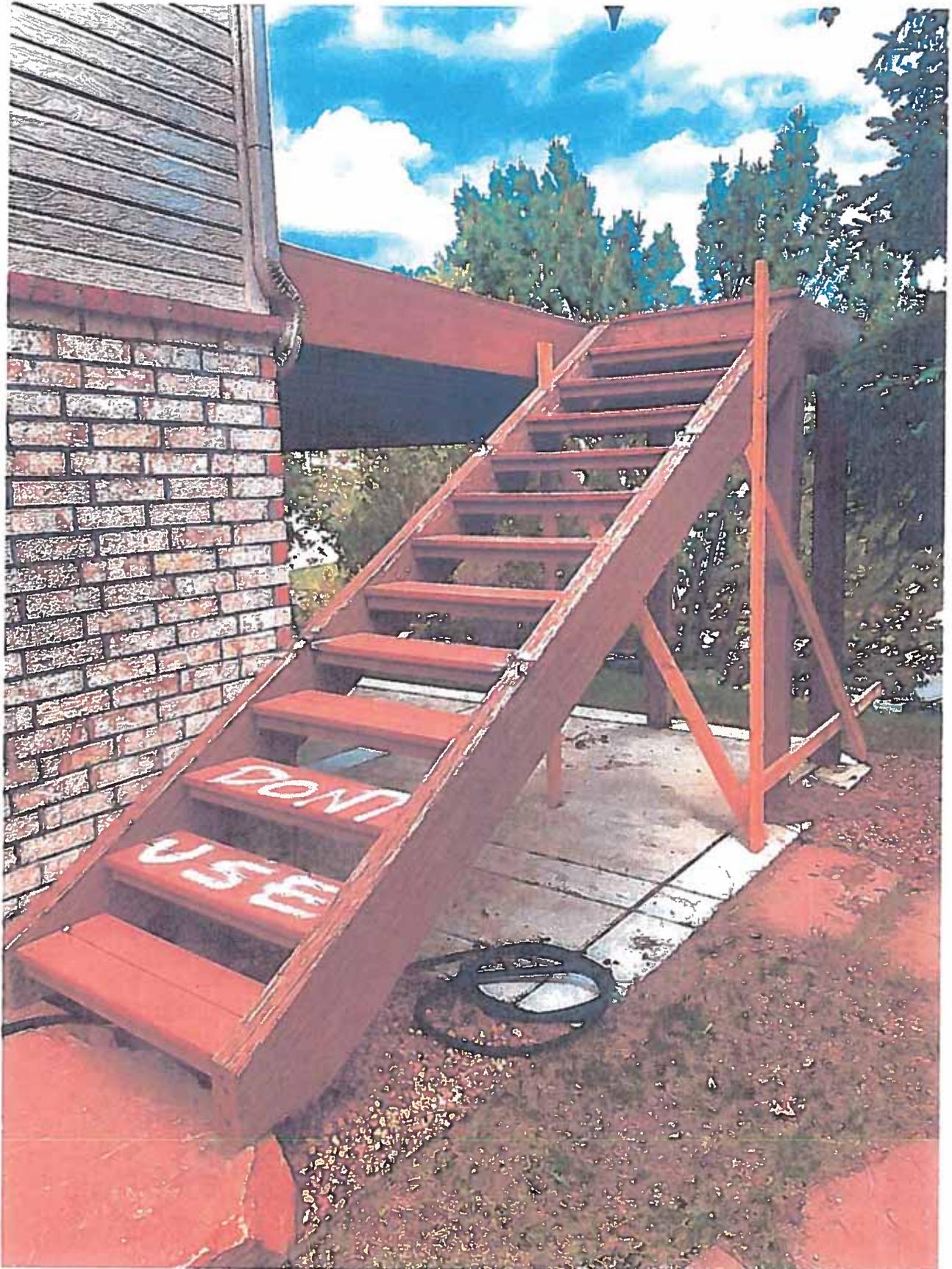


EXHIBIT 10b-DECK



EXHIBIT 10c-DECK

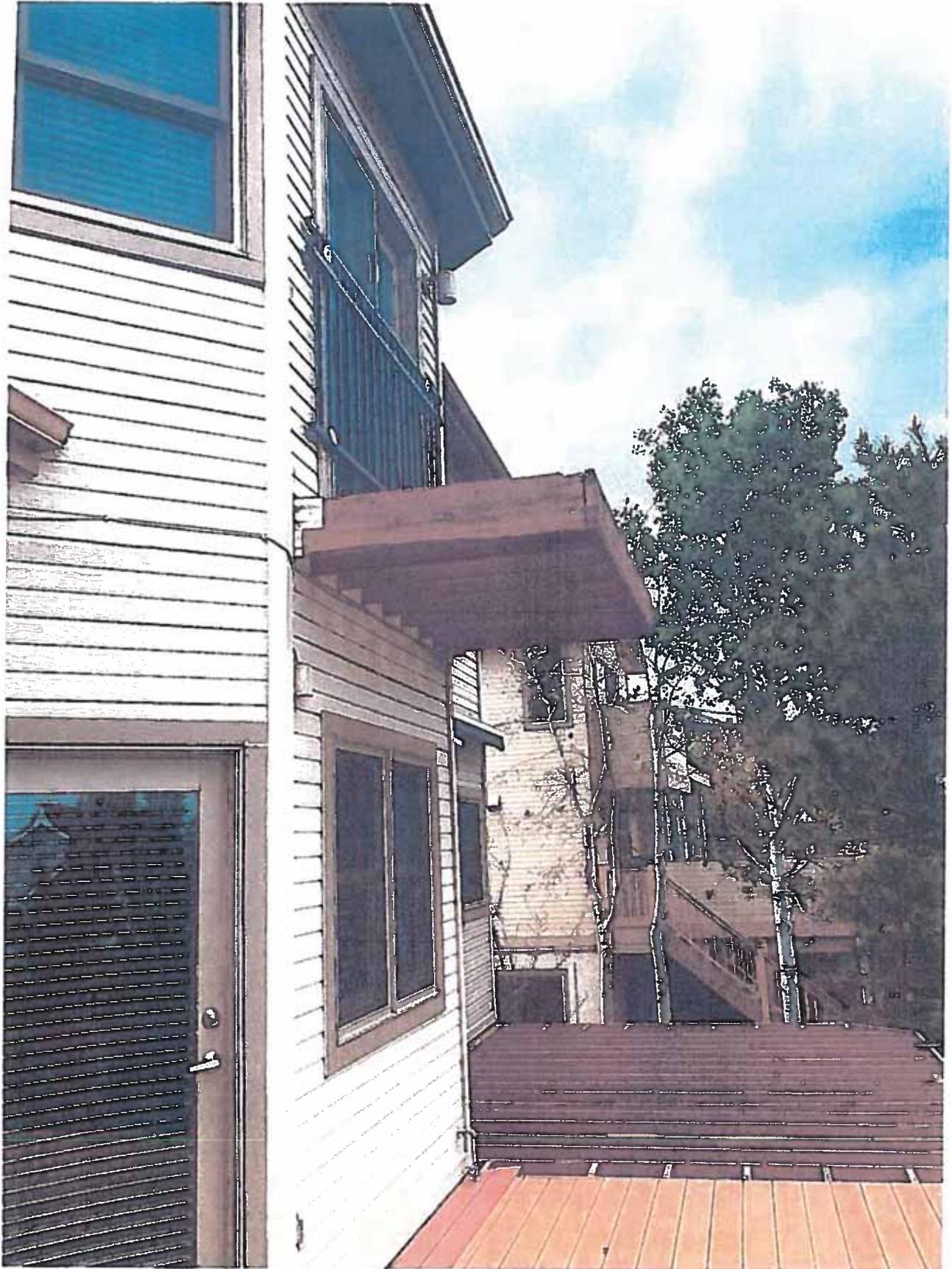
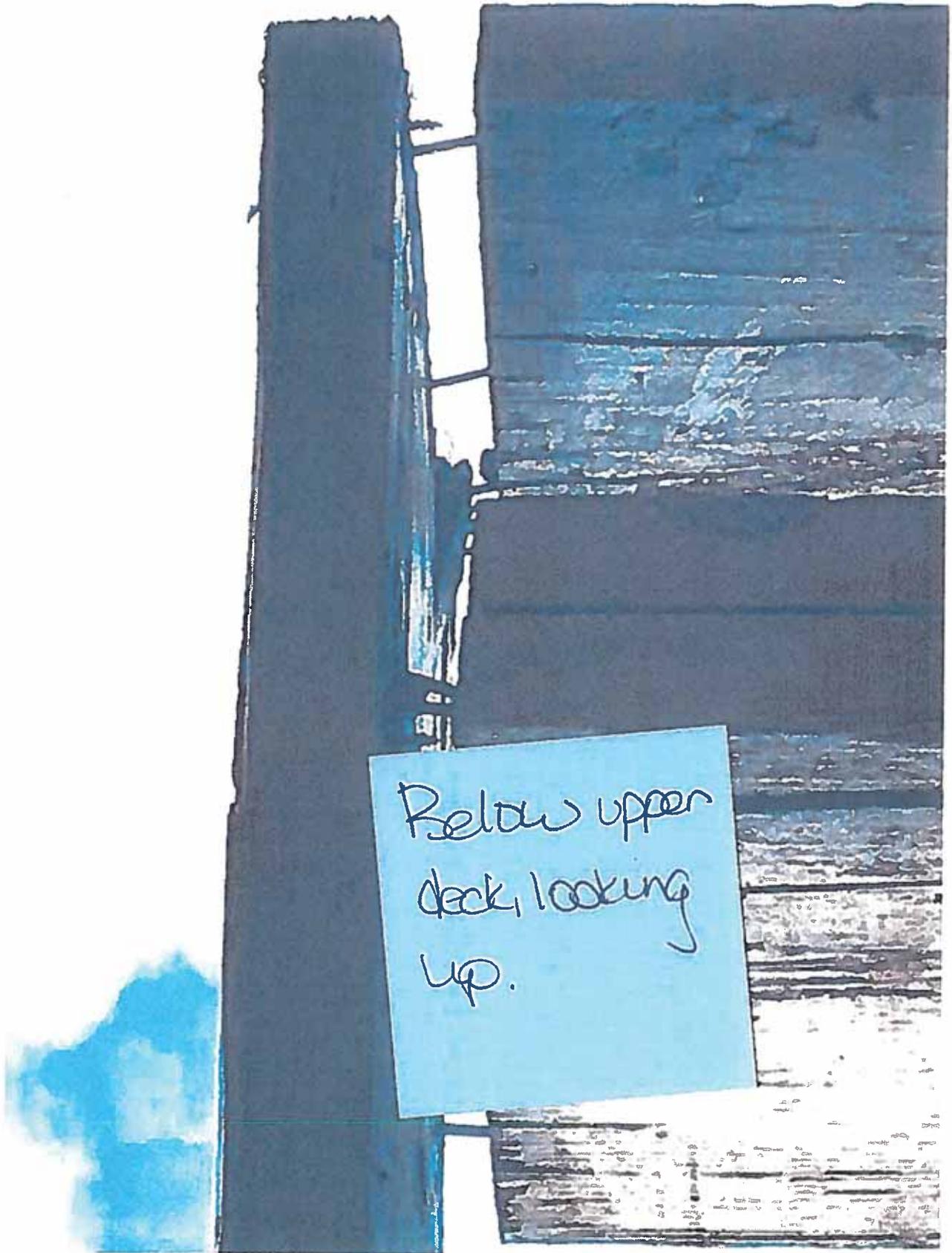


EXHIBIT 10D-DECK



Below upper
deck, looking
up.

EXHIBIT10e-DECK

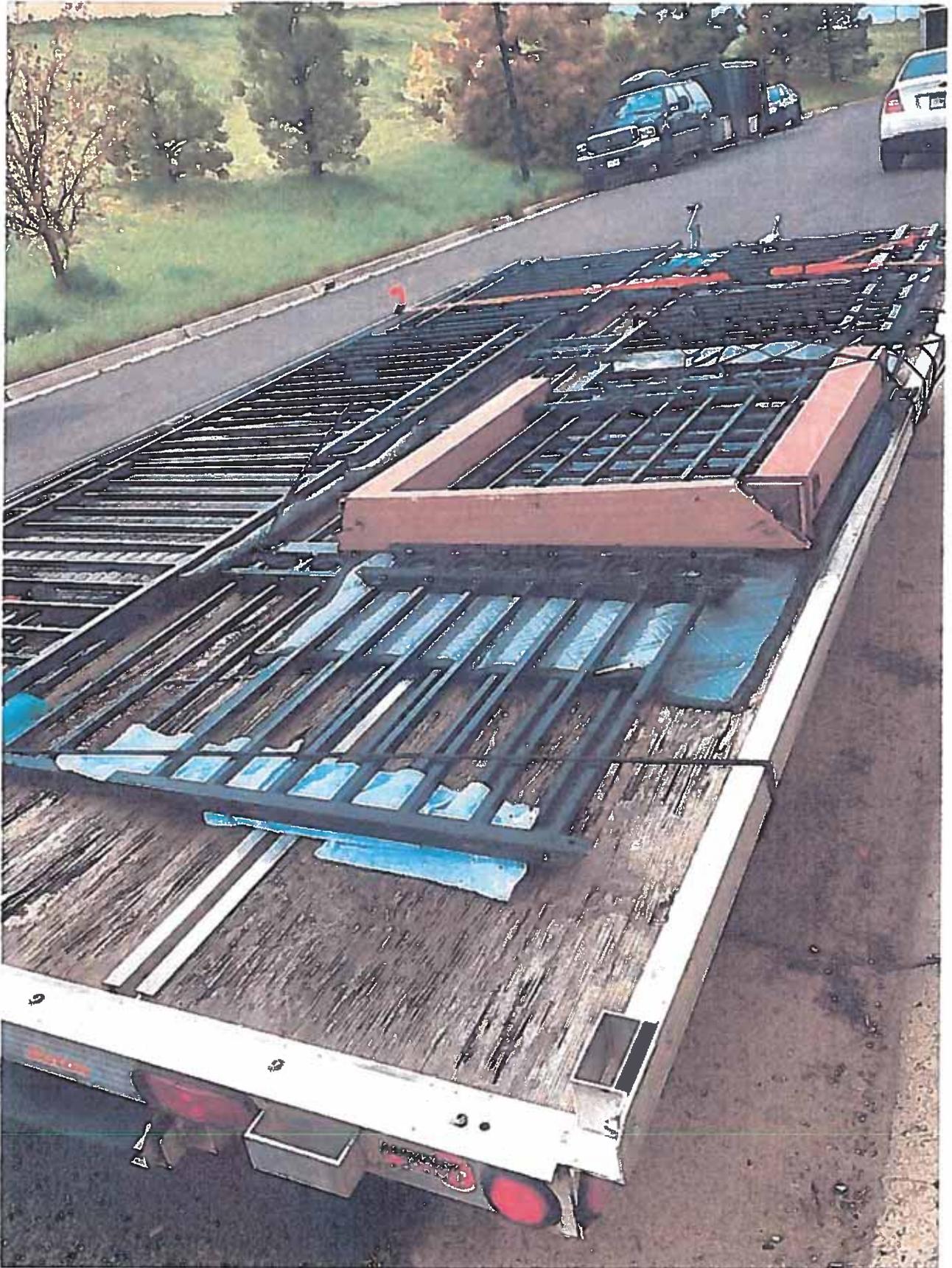
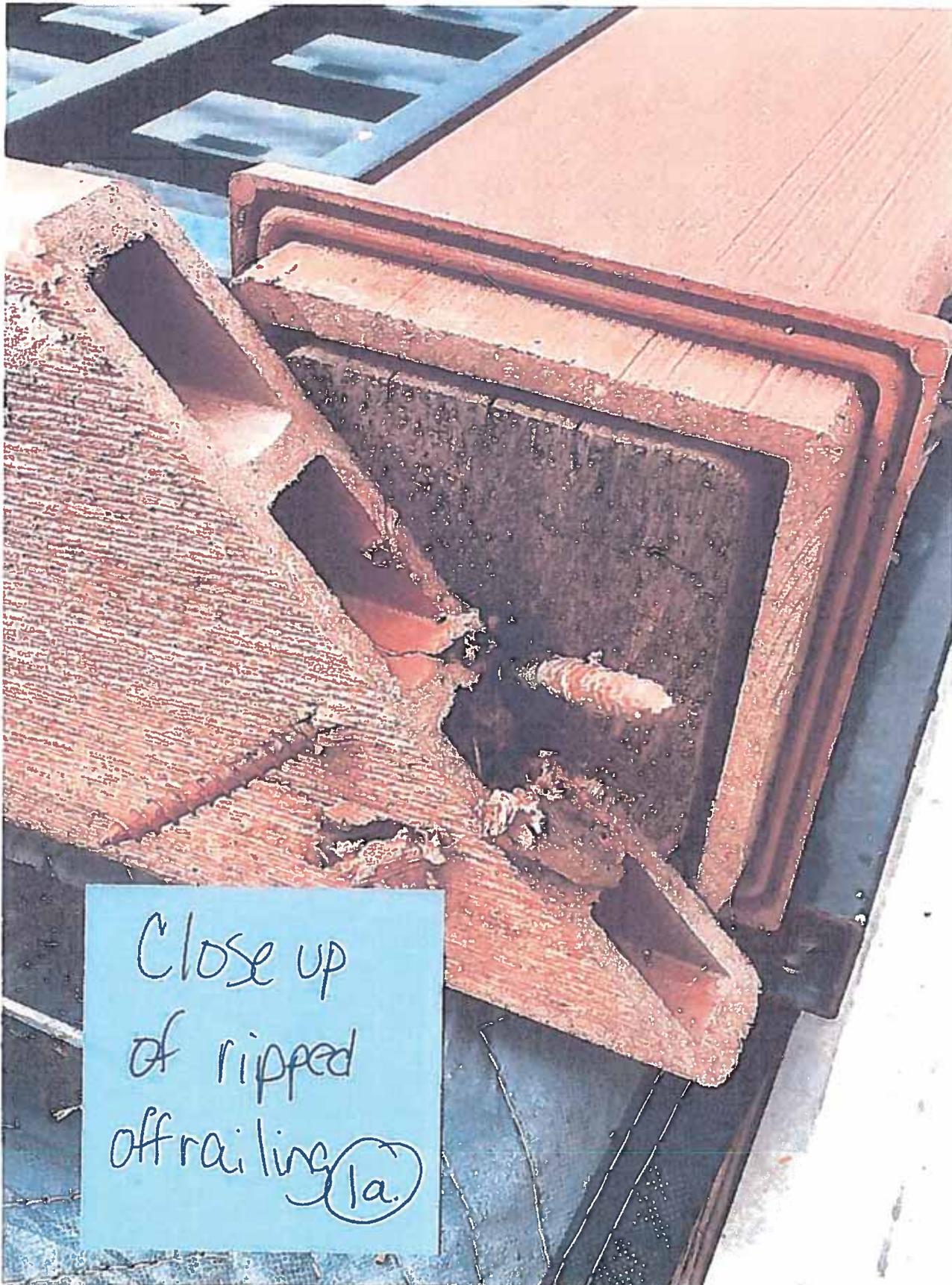


EXHIBIT 10f-DECK



Close up
of ripped
off railing (1a.)

EXHIBIT 10g-DECK



Ripped off
decking

EXHIBIT 11 -MAY 2ND BCBOA MEETING MINUTES

Building Code Board of Appeals
Meeting Minutes
05/02/2019
Page 2 of 8

Severy 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(Severy Creek, owner Steve Loudon 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 Severy Creek owner, Steve Loudon. 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 Loudon installed a roof without a permit. Root states Hine was upset with no permit issued and the direction Loudon went with installing the roof first, then pulling the permit once he realized Ted wanted a permit. Root states the affidavit says that Loudon 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 Loudon 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 Loudon 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 Loudon paid 2x the

amount for one of the permits and 4x the amount for the other. Gstalder states that Loudon attained permits once he discovered no permit was pulled. Loudon is a longtime resident, raised his kids and has coached in Louisville. Gstalder states Loudon 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. Loudon 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 Pl? 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 Loudon 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 Loudon 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 Gstalder):

Berry accepts the evidence from Severy Creek as exhibit A. Gstalder interviews Steve Loudon, owner of Severy Creek. Loudon 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. Loudon states he has not had a contractor's license revoked. Loudon states Hunter Loudon, 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. Loudon uses subcontractors to install all roofs. Gstalder asks if Loudon was aware no permit was issued for Ted Hine. Loudon states he requested a permit be pulled by texting or talking to Hunter with no follow up. Loudon states his subs showed up to start the job—he heard there was no permit so stopped the job and got a permit. Loudon's testament is he thought a permit was pulled and he started the roof. Loudon states he does not know if they completed the roof before the permit was issued. Loudon states Ernie Mullen or Ted Hine told Loudon there was no permit. Loudon paid for the permit plus \$100. Gstalder 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. Loudon states Ted does not want to pay him. Loudon emailed Chad Root saying he would do anything to pass roof inspections. Loudon states he tore off entire section of roof to show installation was correct with no charge to Ted Hine. Loudon states that Ted said he was not happy with the city's process. Loudon stated Root says a final inspection is being held off pending this hearing. Gstalder requests another item into evidence as Article B. The letter states 516 Grant was completed without a mid-roof inspection. Loudon 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 finalized. Loudon states 611 Sagebrush was the same situation and Severy Creek installed the roof according to manufactures specs. Gstalder presents a BBB testimony into evidence. Berry accepts it as exhibit C. Loudon states there was a mix up between 1160 and 1169 Hillside. Loudon paid 4x the original permit for 1160 Hillside. Gstalder asked if Loudon has learned his lesson from this. Loudon states he has had two approvals without hiccups. Gstalder asks Loudon if he can tell the board he understands this issue. Loudon states he signs off on all reroofs now and take it

very serious. Gstalder asks why Loudon refused to obey an order. Loudon 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. Gstalder presents a testimony from Frank Mendicino saying he is happy with is reroof-583 Manorwood. Berry accepts it as Exhibit D from licensee. Gstalder inquiries about three expired permits. Loudon replies they have been granted extensions. Gstalder asks about alleged liens. Loudon states the home of James Medina had some issues and he was asked to fix the roof. Loudon states the leak did not come from the installation but because the house was old. Loudon states he was not going to pay his sub-contractor until they fixed the leak. Loudon states that, in turn the sub-contractor presented an intent to file a lien at 211 Lafayette St. Loudon states he and his subcontractor went back out to the house and fixed the leak. Loudon states James Medina paid his balance and was very happy. Gstalder asked if the roof decking was rotted and full of holes. Loudon states he thought it was from the swamp cooler. Loudon states he fixed the decking, reroofed, insulated and replaced ductwork, although it was not a Severy Creek problem---and at no charge. Gstalder inquiries about failed inspections. Gstalder questions the math of one third being failed. Gstalder asks if Jenny Lane prepared the report. Loudon states he thinks so. Gstalder asks if Jennie Lane is here tonight. Loudon replies, no. Gstalder asks if there is a failed inspection does it means it is a bad installation. Loudon replied, no, it may need, for example, more flashing. Gstalder asks if Loudon is putting on "F" quality roofs. Loudon states no. Gstalder presents letter from a Severy Creek customer, the Favres, stating they are please with their roof. The second page is from another pleased customer. Loudon states he has given upgrades, extra rows of ice and water shield, and works with commercial insurers. Gstalder asks Mike Favre to speak about Loudon. 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 Loudon had a good crew. Favre states he does not know a lot about roofing so he let Loudon work out the details with the insurance. Favre says there was an issue with gutter, but was corrected within a few days. Gstalder moves to accept Favre testimony in to evidence. Berry allows it as exhibit E. Gstalder asks Loudon if he understands that the building inspectors are not happy with him. Loudon 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. Gstalder asks what has Loudon done to remedy working without a permit and covering too much of the roof? Loudon states the workload is lower and he is managing the projects better. Loudon 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 Loudon". Root states Loudon 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, then 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 Loudon. 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 Loudon of 100 permits pulled in 2018-19 in Louisville and how many other in other cities? Loudon replies less than 30. Knapp asks Loudon where his subcontractors live. Loudon 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 Loudon situation was discussed several times in the point Root called to meet with Loudon. Loudon, Root, and inspector Randy Dewitz met mid-March of 2019. Root states they discussed with Loudon what was taking place in the field. Loudon 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 Loudon meeting was. Root says first part of March. Loudon 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 Loudon. Root states the contractor should not continue to work in this manner.

Gstalder states Loudon has deep roots in the city and most of his work is in Louisville. Gstalder states that the work Loudon has started would be messy if his license is suspended. Loudon was moving too quick and his subs were moving too quick. Loudon understands the problem and is going out to the job before calling inspections. Loudon 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. Gstalder points to Sec 4 pg.11 in the Bylaws. Berry states the recommendation of the city staff may conflict with the Bylaws. Gstalder 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.

EXHIBIT 12 LETTER FROM CRAIG W. CLARK,
ESQ., ATTORNEY FOR FORDYCE AUTO CENTER

Law Office Craig W. Clark, Esq.

2200 S. Valentia St., Denver, CO 80231

P - 720-840-7634; E - craig@pillows.com; F - 267-295-2206

July 22, 2020

Re: Contractor License for Severy Creek Roofing

City of Louisville
Contractor Licensing
City Attorney
749 Main St.
Louisville, Colorado 80027

Dear City of Louisville:

My name is Craig Clark. I am an attorney licensed to practice law in the State of Colorado. I am the attorney for Mackey Holdings LLC, Gordon Fordyce DBA Fordyce Auto Center, The Fordyce Auto Charitable Remainder Trust Dated March 11, 2020, and the Gordon Fordyce Charitable Remainder Trust Dated March 11, 2020.

Until April 1, 2020 Gordon Fordyce, and for a short period the referenced trusts, owned 1655 Cannon Circle and 1655 Courtesy Road in Louisville, Colorado ("Properties"). As of April 1, 2020 the owner of these Properties is Mackey Holdings LLC ("Mackey") and the trusts are note holders.

On August 1, 2018 Mr. Fordyce entered into a contract (included as Enclosure (1)) ("Contract") with Severy Creek Roofing ("Severy") to perform "Roofs replacement" that included:

- Roof-Remove and Replace architectural shingles. Color.. TBD
- Gutter Color; TBD
- Paint Color; TBD
- Restoration of property, Insurance scope of damages plus supplements.
- Includes -supervisor and all time and direct communication.

As consideration for performing these services in the Contract Severy was to receive "Ins Proceeds - Less First Checks" and it was noted that there would be "NO OUT OF POCKET EXPENSE."

On 12/3/18 Mr. Fordyce entered into an Assignment of Right to Collect Insurance Proceeds ("Assignment") with Severy that is included as Enclosure (2). Of note the consideration for this assignment was "for the services performed by Severy" and that Severy would have the right to pursue action at "its sole discretion and expense."

Throughout the over 2 years since the damage occurred to Mr. Fordyce's buildings Severy made numerous promises to replace his roof/repair his property to include that Mr. Fordyce would receive over \$240,000 in work on his Properties. Eventually Severy involved Mr. Fordyce in litigation to include having him deposed. Throughout this Severy had poor communication with Mr. Fordyce and despite Mr. Fordyce's numerous requests Severy never did any work whatsoever on the Properties. In fact to this date Severy has never done any work on the Properties. The following enclosures provide evidence of these facts.

Enclosure (3) – Brief Statement of Mr. Fordyce dated July 16, 2020

Enclosure (4) – Email From the Attorney Representing Severy Indicating they Would Start Work on the Property

Enclosure (5) – Email Chain Between Mr. Fordyce and Severy Showing Work on the Claim

Enclosure (6) – Additional Email Chain Between Mr. Fordyce and Severy Showing Work on the Claim

Moreover the engineering report (included as Enclosure (7)) was provided to Mr. Fordyce evidencing the extensive damage caused to the Properties. Severy assured Mr. Fordyce that all of these repairs would be completed in exchange for him assigning the Assignment.

Furthermore, Nexgen Construction LLC ("Nexgen") came out and prepared an estimate to repair the roof. Severy made it clear to Mr. Fordyce in inducing him to sign the Assignment that all the repairs in the Nexgen estimate would be made with no money out of pocket for Mr. Fordyce (the proposal from Nexgen is attached as Enclosure (8)).

As noted above the Properties were sold on April 1, 2020. During the nearly 9 month sales process the conduct of Severy became particularly suspicious as they would not return the calls/emails of Mr. Fordyce or Mackey. Additionally, as noted in the email chain included as Enclosure (9) the authority to settle the case, receive any insurance payout, and participate in litigation was explicitly revoked by the ownership. This occurred after Severy refused to release copies of the Assignment to Mr. Fordyce or Mackey.

From April 1, 2020 through July 14, 2020 Mr. Fordyce and Mackey made numerous attempts to contact Severy to find out the status of the case and repairs on the Properties. On July 17, 2020 Severy emailed Mr. Fordyce telling him they had settled the claim (see Enclosure (10)). Included with this email was a "Final Invoice" (included as Enclosure (11)) and "Accounting" (included as Enclosure (12)). From Mr. Fordyce's insurance agent Mr. Fordyce was able to get a copy of the "Settlement" (included as Enclosure (13)).

As can be seen from the Settlement Severy, despite having their authority revoked to settle any claim due to non-performance of their Contract and Assignment, settled

the claim and was paid sixty thousand dollars (\$60,000.00). Then as can be seen by the Final Invoice and Accounting out of that Settlement:

1. Severy kept \$36,781.97 for legal despite the Assignment saying legal was at the expense of Severy
2. Severy kept \$12,000 for "O and Profit" despite doing zero work on the Properties
3. Severy kept \$9,000 for "Termination property sold" despite having no legal justification for keeping this money

Please review the Enclosures. From looking at them it is clear that Severy defrauded Mr. Fordyce and Mackey. Severy has collected \$60,000 for this job and has done zero work on the Properties.

On behalf of my clients it is requested that the City of Louisville revoke the license for Severy to do business in Louisville, permanently ban Severy from doing business in Louisville, permanently ban Steve Loudon from doing business in Louisville, and refer this matter for criminal investigation.

Please let me know if you have any questions for my clients. My clients are committed to cooperate in this process.

Thank you.

A handwritten signature in blue ink, appearing to read "CW Clark", is written over a circular blue stamp. The stamp contains the text "Craig W. Clark, Esq." in a serif font.

Craig W. Clark, Esq.

**EXHIBIT 13 SEVERY CREEK ROOFING
CONTRACT WITH FORDYCE AUTO**



1320 Simms St. #103 Lakewood, CO 80401
www.severycreekroofing.com | Phone: 303-807-4030 | Cell: 719-494-9231

Date	8/12/18	Date of Loss/Cause	8/18	Contractor's Project Manager	STEVE LOUDEN
Property Owner		Insurance Company	N.O	Claim #	300-0190266-2018
Street Address	1755 CANNON CTR		Policy #	Adjuster	
City, State Zip	LONGSVILLE, CO 80027		Mortgage Company	Adjuster Phone	
Home Phone	Cell Phone	Mortgage Loan #	Adjuster Fax		
Property Owner Email Address	FORDYCE AUTO @ AMSN.COM		Adjuster Email Address		

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.

SCOPE OF WORK:
Roofs replacement:

- Roof- Remove and Replace architectural shingles. Color.. TBD
- Gutter Color; TBD
- Paint color; TBD
- Restoration of property, Insurance scope of damage plus supplements.
- Includes -supervisor at all time and direct communication.

SPECIFIC EXCLUSIONS:

- Concealed Conditions or structural defects not covered by insurance.
- Upgrades to code unless specifically stated in scope of work.
- 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.
- Repair of any and all pre-existing damage to surrounding areas to windows, screens, building exterior, etc.
- 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.





1320 Simms St. #103 Lakewood, CO 80401

www.severycreekroofing.com | Phone: 303-807-4030 | Cell: 719-494-9231

Cost Detail: INS PROCEEDS - LESS FIRST CHECK
PERFORM WORK, NO OUT OF POCKET EXPENSE!

• WALLS
• ROOF TO CODE
• GUTTERS • MISC • CEILING TILE

AUTHORIZATIONS

I/we, the homeowner and the insured, authorize representatives of _____ (Insurance Company) to speak with Genesis Contractor Solutions d/b/a GCV Servicing ("GCV Servicing") on matters involving the claim number set for below (the "Claim"). The above insurance company is also authorized to make checks payable to GCV Servicing and mail them directly to GCV Servicing.

My claim number is _____

I/we, the homeowner and mortgage holder, authorize representatives of _____ (Mortgage Company) to speak with GCV Servicing on matters involving the Claim, the loan associated with the loan number referenced below, and the release of funds. The above mortgage company is also authorized to make checks payable to GCV Servicing and mail them directly to GCV Servicing.

My loan number is: _____

I/we, the homeowner, authorize GCV Servicing, their affiliates and their representatives to communicate with Contractor and my Insurance Carrier regarding the Claim, any supplements, and any additional damage discovered during the construction process, which also includes General Contractor's Overhead and Profit.

I/we, understand that all right, title, and interest in any and all insurance proceeds due from the Insurer identified above regarding my claim number listed above is the property of GCV Servicing. This is in accordance with the contract between CONTRACTOR & GCV Servicing.

I/we do hereby grant a Limited Power of Attorney to GCV Servicing to endorse on my/our behalf those Insurance and Mortgage checks issued in my/our names for payment of the claim(s), including all supplements, set forth above. This power of attorney shall terminate by its terms once all funds for such claim(s), including supplements, have been disbursed and may only be revoked prior thereto upon written notice to GCV Servicing. This power of attorney shall not be affected by my/our incapacity or disability..

CONTACT; Steve Loudon- 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.

X Client Signature: [Signature] Date of Acceptance: 8/1/18
Print Client Name: FORDYCE AUTO CENTER Title: OWNER
Client Address: 1655 ANNON CIR 80027
Print email address where invoices should be sent: FORDYCEAUTO@MSN.COM



**EXHIBIT 14 ASSIGNMENT OF RIGHTS TO
COLLECT INSURANCE PROCEEDS**

Assignment of Right to Collect Insurance Proceeds:

Insured: Fordyce Auto Center
Policy No.: 74666566
Insured Property: 1655 Cannon Cir. Louisville, CO 80027
Insurance Company: Auto-Owners Insurance Company
Insurance Claim No.: 300-0190266-2018

- a. **Assignment.** Insured hereby assigns any and all insurance proceeds, including the right to pursue collection of such insurance proceeds from Insurance Company, to Severy Creek Roofing, Inc. as part of the consideration for the services performed by Severy Creek Roofing, Inc. as. Insured hereby acknowledges and agrees that the foregoing assignment includes the right for Severy Creek Roofing, Inc. to submit invoices, make demands for payment, pursue legal actions, and otherwise pursue claims or take action for the collection of the insurance proceeds directly to or against the Insurance Company. The parties acknowledge that this assignment is limited to the insurance proceeds, and the rights to pursue any actions or claims to collect the insurance proceeds.
- b. **Direct Payment Authorization.** Insured makes this assignment as part of the consideration for Severy Creek Roofing, Inc.'s agreement to perform the services and hereby agree to: (i) direct the Insurance Company to release any and all estimates, costs, or other payment information related to the insurance claim, insurance proceeds, and any supplements, to Severy Creek Roofing, Inc., but only to the extent such information pertains to the services and/or Severy Creek Roofing, Inc.'s operations; (ii) permit Severy Creek Roofing, Inc. to discuss the scope of services and the insurance proceeds directly with the Insurance Company, to the extent Severy Creek Roofing, Inc. is permitted to do so by applicable law; and (iii) waive any privacy rights related to the foregoing.
- c. **Right to Pursue Legal Action Against Insurance Company.** Severy Creek Roofing, Inc. shall, in its sole discretion and expense, be entitled to take any reasonable actions necessary, including, but not limited to, making demands for payment, pursuing legal actions in court, and otherwise pursuing claims and taking action against the Insurance Company to collect the insurance proceeds owed to Insured pursuant to this assignment and prior repair contract. Upon Severy Creek Roofing, Inc.'s request, Insured agrees to provide any relevant information and, to the extent reasonably necessary, assist Severy Creek Roofing, Inc. in pursuing a claim or other action against the Insurance Company.

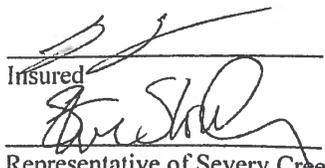
Date:

12/3/18

Date:

12/3/18

Insured


Representative of Severy Creek
Roofing, Inc.

1655 CANNON ST.



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

PERMIT NUMBER
MISC-6653-2019
Issue Date: 05/22/2019

Minor: Re-Roof

Parcel	Street Address
157508155001	1655 CANNON CIR
Zoning	District
Commercial Business	Louisville
SFHA Zone	Legal Description
No	LOT 1 CRYSTAL ESTATES REPLAT A LESS GAS & MIN 8-1S-69
Owner Information	
Name: Gordon Fordyce	Name: Severy Creek Roofing
Address: 1655 Cannon Cir Louisville, CO 80027	Address: 200 South Union Blvd Suite 200 Lakewood, CO 80228
Applicant Information	
Building Information	
Construction Type:	Occupancy:
Project Description: re-roof	

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.

Building Permit Fee (Minor) 2,000.01 +	\$114.00
City Capital Improvement Use Tax 3.0% - Materials	\$52.50
Boulder County Use Tax .985% - Materials	\$17.24
City Open Space/Parks Use Tax .375% - Materials	\$6.56
City Historic Preservation Use Tax .125%-Materials	\$2.19
Rec Center Use Tax 0.15% - Materials	\$2.62

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: 05/22/2019

Valuation	\$3,500.00
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TOTAL FEES:	\$195.11
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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:

EXHIBIT 16 REROOF ESTIMATE FROM NEXGEN
CONSTRUCTION



NexGen Construction, LLC

13791 E. Rice Pl.
Aurora, CO. 80015

Insured: Gordon Fordyce
Property: 1655 Cannon Cir
Louisville, CO. 80027

Home: (303) 673-9143
E-mail: fordyceauto@msn.com

Estimator: Joel E. Massey
Position: Sales Rep
Company: NexGen Construction, LLC
Business: 13791 E. Rice Pl.
Aurora, CO 80015

Business: (303) 800-8258
E-mail: JMassey@NexGenRoof.com

Claim Number: TBD

Policy Number: TBD

Type of Loss: Hail

Date of Loss: 6/18/2018
Date Inspected:

Date Received:
Date Entered: 7/9/2018 2:51 PM

Price List: COBO8X_AUG18
Restoration/Service/Remodel
Estimate: 2018-09-04-1452

The following is an estimate for the replacement of the roofs damaged by hail on the date of loss listed at the property address listed. NexGen Construction, LLC. will perform a core cut at the time of inspection with an insurance adjuster to confirm the number of layers, damage to the substrate, and determine necessary requirements to bring the roof up to code.

Building 1 contains explanations for each line item, those explanations will serve to explain the line items on Building 2.

Photos are attached.

Enclosure (8)



NexGen Construction, LLC

13791 E. Rice Pl.
Aurora, CO. 80015

2018-09-04-1452

Building 1

Building 1

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
1. R&R Rubber roofing - Fully adhered system - 60 mil	29.70 SQ	64.61	464.69	362.94	16,083.15
Replace the storm damaged roofing. A core cut has not been made yet and will be made at the time of inspection with the Insurance adjuster. A core cut will be required to determine the condition of the substrate as well as to determine what will be required to bring the roof up to code during the replacement.					
2. R&R Insulation - ISO board, 3"	25.20 SQ	35.89	316.66	313.24	9,197.50
Louisville has adopted the 2012 IECC which requires R-25 Insulation above deck. a 3" and a 1.5" is needed to meet the R-value.					
3. R&R Insulation - ISO board, 1 1/2"	25.20 SQ	35.89	196.20	169.19	6,017.86
4. R&R Aluminum termination bar / flashing for membrane roofs	185.00 LF	0.53	2.36	11.18	545.83
5. R&R Curb flashing - PVC/TPO	25.00 LF	1.66	16.89	19.86	483.61
Flashing for all curbs					
6. R&R Roof scupper - aluminum	5.00 EA	11.09	155.08	56.99	887.84
This item is to work around and replace the scuppers					
7. R&R Flashing - pipe jack - split boot	9.00 EA	6.25	72.78	28.72	739.99
This item is for the uncured material required to flash all penetrations.					
8. Roofer - per hour	8.00 HR	0.00	138.04	0.00	1,104.32
Labor time to work around all penetrations and electrical conduit.					
9. R&R Cap flashing - large	255.00 LF	0.53	24.70	356.05	6,789.70
10. Heat, Vent, & Air Conditioning (Bid Item)	1.00 EA	0.00	0.00	0.00	0.00
A bid item will be needed for the repairs to the HVAC RTU's					
11. R&R Metal roofing - corrugated - 26 gauge	330.00 SF	0.44	5.62	37.61	2,037.41
To replace the corrugated awnings.					
12. Caulking - butyl rubber	150.00 LF	0.00	2.72	5.31	413.31
For the overlaps on the corrugated roofing panels.					
13. R&R Flashing - L flashing - galvanized	64.00 LF	0.53	3.87	7.13	288.73
Head wall flashing for the corrugated awnings					
14. Heat, Vent, & Air Conditioning (Bid Item)	1.00 EA	0.00	0.00	0.00	0.00
15. Caulking - acrylic	249.00 LF	0.00	1.73	1.94	432.71
To seal all termination bar and cap flashing					
16. Remove Additional charge for high roof (2 stories or greater)	9.58 SQ	4.87	0.00	0.00	46.65



NexGen Construction, LLC

13791 E. Rice Pl.
Aurora, CO. 80015

CONTINUED - Building 1

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
17. Additional charge for high roof (2 stories or greater)	9.58 SQ	0.00	23.74	0.00	227.43
Total: Building 1				1,370.16	45,296.04

Building 2

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
18. R&R Rubber roofing - Fully adhered system - 60 mil	68.53 SQ	64.61	464.69	837.45	37,110.38
19. Remove Additional charge for high roof (2 stories or greater)	68.53 SQ	4.87	0.00	0.00	333.74
20. Additional charge for high roof (2 stories or greater)	68.53 SQ	0.00	23.74	0.00	1,626.90
21. R&R Membrane roofing - Add for stone ballast	57.08 SQ	35.96	48.04	141.51	4,936.23
22. R&R Insulation - ISO board, 3"	57.08 SQ	35.89	316.66	709.51	20,833.06
23. R&R Insulation - ISO board, 1 1/2"	57.08 SQ	35.89	196.20	383.22	13,630.92
24. R&R Aluminum termination bar / flashing for membrane roofs	510.00 LF	0.53	2.36	30.83	1,504.73
25. R&R Roof scupper - aluminum	7.00 EA	11.09	155.08	79.79	1,242.98
26. Caulking - acrylic	613.00 LF	0.00	1.73	4.76	1,065.25
27. Roofer - per hour	8.00 HR	0.00	138.04	0.00	1,104.32
Labor hours to work around all penetrations as well as to remove and replace the concrete walk pads.					
28. R&R Cap flashing - large	433.00 LF	0.53	24.70	604.59	11,529.18
29. R&R Flashing - pipe jack - split boot	13.00 EA	6.25	72.78	41.49	1,068.88
30. R&R Rain cap - 6"	6.00 EA	4.44	38.91	10.88	270.98
31. R&R Gravity roof ventilator - 18"	1.00 EA	7.97	277.73	17.73	303.43
Totals: Building 2				2,861.76	96,560.98
Total: Building 1				4,231.92	141,857.02
Line Item Totals: 2018-09-04-1452				4,231.92	141,857.02



NexGen Construction, LLC

13791 E. Rice Pl.
Aurora, CO. 80015

Summary for Dwelling

Line Item Total	137,625.10
Material Sales Tax	4,231.92
Replacement Cost Value	\$141,857.02
Net Claim	\$141,857.02

Joel E. Massey
Sales Rep



NexGen Construction, LLC

13791 E. Rice Pl.
Aurora, CO. 80015

Recap of Taxes

	Material Sales Tax (8.635%)	Manuf. Home Tax (8.635%)	Storage Rental Tax (8.635%)	Local Food Tax (5.735%)
Line Items	4,231.92	0.00	0.00	0.00
Total	4,231.92	0.00	0.00	0.00



NexGen Construction, LLC

13791 E. Rice Pl.
Aurora, CO. 80015

Recap by Room

Estimate: 2018-09-04-1452

Area: Building 1	43,925.88	31.92%
Building 2	93,699.22	68.08%
<hr/>		
Area Subtotal: Building 1	137,625.10	100.00%
<hr/>		
Subtotal of Areas	137,625.10	100.00%
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Total	137,625.10	100.00%



NexGen Construction, LLC

13791 E. Rice Pl.
Aurora, CO. 80015

Recap by Category

Items	Total	%
GENERAL DEMOLITION	15,944.49	11.24%
LABOR ONLY	1,104.32	0.78%
MOISTURE PROTECTION	1,899.26	1.34%
ROOFING	118,677.03	83.66%
Subtotal	137,625.10	97.02%
Material Sales Tax	4,231.92	2.98%
Total	141,857.02	100.00%

Exhibit 17 Fordyce-Ford Reroof Report

PERMIT DETAILED REPORT (MISC-6653-2019)

Permit Type: Minor	Project:	App Date: 05/08/2019
Work Class: Re-Roof	District: Louisville	Issue Date: 05/22/2019
Status: Expired	Square Feet: 0.00	Exp Date: 11/18/2019
Description: re-roof	Valuation: \$3,500.00	Final Date: NOT FINALED

Parcel: 157508155001	Main	Address: 1655 Cannon Cir Louisville, CO 80027	Main	Zone: CB (Commercial Business)	Main
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Contractor	Applicant	Owner
Julie Weaver	Julie Weaver	Gordon Fordyce
200 South Union Blvd Suite 200 Lakewood, CO 80228	200 South Union Blvd Suite 200 Lakewood, CO 80228	1655 Cannon Cir Louisville, CO 80027
Home:	Home:	Home: 3036739143
Business: (719) 494-9231	Business: (719) 494-9231	Business:
Mobile:	Mobile:	Mobile:

Type of Hold	Created By	Date Created	Comments	Active
Permit is Expired	EnerGov Service	11/18/2019 12:05:29AM	Permit expired due to lack of activity in the last 6 months.	Yes

Invoice No.	Fee	Fee Amount	Amount Paid
00013239	City Open Space/Parks Use Tax .375% - Materials	\$6.56	\$6.56
	Building Permit Fee (Minor) 2,000.01 +	\$114.00	\$114.00
	City Capital Improvement Use Tax 3.0% - Materials	\$52.50	\$52.50
	City Historic Preservation Use Tax .125%-Materials	\$2.19	\$2.19
	Rec Center Use Tax 0.15% - Materials	\$2.62	\$2.62
	Boulder County Use Tax .985% - Materials	\$17.24	\$17.24
	Total for Invoice 00013239	\$195.11	\$195.11
	Grand Total for Permit	\$195.11	\$195.11

EXHIBIT 18 EMAIL TO GORDON FORDYCE



Fw: Severy Creek work on your property

Gordon Fordyce <fordyceauto@msn.com>
To: Craig Clark <craig@pillows.com>

Tue, Jul 14, 2020 at 6:10 PM

From: Yvonne Sell <yvonne@furtadolaw.com>
Sent: Tuesday, March 17, 2020 3:46 PM
To: Gordon Fordyce <fordyceauto@msn.com>
Subject: Severy Creek work on your property

Hello Gordon,

Steve Loudon asked me to reach out to you regarding the status of the case to begin work on the property. The case is currently in discovery and we are working on getting it resolved.

Please feel free to contact me if you have any questions or concerns.

Yvonne

EXHIBIT 19 ALLEGED INSURANCE FRAUD EMAIL



Fwd: Severy Creek v. Auto Owners

Craig Clark <craig@pillows.com>
To: Tom Unterwagner <tom@homeland.com>, Omar Vee <omar@homeland.com>

Thu, Jun 18, 2020 at 7:08 PM

Email chain about this lawsuit and lawsuit name.

Thx.

Sent from my iPhone

Begin forwarded message:

From: Craig Clark <craig@pillows.com>
Date: April 28, 2020 at 05:07:02 MST
To: Yvonne Sell <yvonne@furtadolaw.com>
Cc: Nathanael Archuleta <nathanael@furtadolaw.com>, "David J. Furtado" <dfurtado@furtadolaw.com>
Subject: Re: Fw: **Severy Creek v. Auto Owners**

Good Morning Yvonne-

I hope this email finds you well. As discussed last week your client's do not have consent of the ownership of the property to 1) settle this case, 2) to receive any insurance payout relating to this property, 3) to participate in any litigation or settlement or 4) to perform any work on this property.

As no assignment of benefit can be produced by your client the current ownership of the Fordyce auto center has concerns that your client is attempting to commit insurance fraud by obtaining a benefit they have no right to and does not relate to repairing actual damage to a property.

Thank you.

Craig Clark

Craig Clark
Owner - Attorney - Coach - Marine - REALTOR
Pillows.com - Sleep Better Guaranteed
Despite.com - General Contractor
Homeland.com - Real Estate Investing, Property Management

p: 720-840-7634
e: craig@pillows.com

Craig Clark is an Attorney licensed to practice law in the State of Colorado and in the Military Courts of the United States. Craig Clark is a Real Estate Broker licensed in the State of Colorado with Metro Brokers. Material in this email may be attorney/client product subject to privilege.



EXHIBIT 20 SEVERY CREEK FINAL INVOICE

Denver Metro | Louisville CO 80027

www.severycreekroofing.com | Ph.#: c-719-494-9231

07.14.20

Final Invoice
Fordyce Auto –
Gordon Fordyce
8.18.18 Storm Hail, Wind and Water

Invoice:

1ea Remaining monies are from Gordon Fordyce, Gordon collected form insurance company initially.

Bldg. 1 \$3,833.17 Insurance money paid to Gordon F.

Bldg. 2 \$5,787.99 Insurance money paid to Gordon F.

Total refund to Gordon Fordyce. \$ 2,218.03

(see attached)

Steve o-303-807-4030 c-719-494-9231

Severy Creek Roofing Steve@severycreekroofing.com

Steve Louden

Steve Louden, Owner

EXHIBIT 21 FORDYCE AUTO ACCOUNTING
FINAL CLAIM

7.9.2020
Fordyce Auto Accounting
Total Claim
Gordon monies Bldg 1 -3833.17
Gordon monies Bldg 2 -5787.99
Severy Creek O and P -12000

7.14.2020
Fordyce Auto
Final Claim
\$ 60,000.00
\$ (36,781.97) Legal
\$ (12,000.00) O and Profit
\$ (9,000.00) owed to Severy Creek for Termination property sold

\$ 2,218.03 SubTotal Owed to Gordon fordyce
\$ (3,833.17) monies recieved by Gordon from insurance company
\$ (5,787.99) monies recieved by Gordon from insurance company

Steve Loudon
Severy Creek Roofing
719-494-9231

EXHIBIT 22 SEVERY CREEK SIGNED SETTLEMENT
AGREEMENT

SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS

This Settlement Agreement and Release and Release of All Claims (“**AGREEMENT**”) is entered into by and among Severy Creek Roofing Inc. (“Severy Creek”), and all of its members, assigns, affiliates, attorneys, and representatives (collectively, “**RELEASORS**”) on the one hand, and Auto-Owners Insurance Company and each of its respective former and current successors, representatives, assigns, parent corporations, re-insurers, subsidiaries, affiliates, and each of their respective officers, directors, employees, agents, and contractors (hereinafter collectively, “Auto-Owners”), and Auto-Owners’ attorneys (collectively, “**RELEASEES**”), as follows:

I. RECITALS

A. WHEREAS, Auto-Owners issued the Fordyce Auto Center, Inc. (the “Insured”) a Tailored Protection Insurance Policy, policy number 134632-74666566-17, with effective dates of December 1, 2017 through December 1, 2018 (the “Policy”). The Policy included commercial property coverage for two commercial buildings located at 1655 Cannon Cir., Louisville, CO 80027 (the “Property”), including coverage for wind and hail.

B. WHEREAS, the Insured sought coverage for damage to the Property caused by a hail storm taking place on or about June 18, 2018. The damages claimed by the Insured were adjusted and investigated by Auto-Owners under Claim No. 300-190266-2018 (the “Claim”), and Auto-Owners paid certain amounts to the Insured for the damages it sought under the Claim.

C. WHEREAS, the Insured entered into an Assignment with Severy Creek where the Insured assigned its policy rights to Severy Creek relative to the Claim. The Insured, Severy Creek and Auto-Owners disagreed as to the scope and amount of the claimed damages for the Claim, including, but not limited to property damage to the Property.

D. WHEREAS, Severy Creek filed a lawsuit against Auto-Owners in United States District Court for Colorado, asserting Auto-Owners alleged breach of the Policy, and a statutory claim (under C.R.S. 10-3-1115, *et seq.*) under Case No. 19-cv-01507-KMT (“Lawsuit”).

E. WHEREAS, without admitting any liability, the parties agreed to fully and finally resolve all disputes between and among them relating and/or pertaining to the Claim, Property, and Lawsuit.

[Remainder of Page Intentionally Left Blank]

NOW THEREFORE, and agreeing to resolve their claims fully and finally and irrevocably, the parties agree to memorialize this settlement and resolution by entering into the terms of the mutual Agreement below:

II. SCOPE OF RESOLUTION OF UNDERLYING CLAIM

This Agreement resolves any and all claims the RELEASORS may have directly, subrogated, assigned, and otherwise for recovery (on their respective behalves) for any and all claims for liabilities, bad faith damages, expenses, repairs, losses and damages, past, present, and future arising from and/or related to the Claim and/or Lawsuit that exist or that they believe may exist against the RELEASEES. This settlement resolves the claims of all parties with a lien interest, rights of reimbursement, and subrogation as against the direct settlement payment being paid by Auto-Owners herein. This Agreement is intended by the parties to be a full and complete release of all claims, including any and all bad faith claims, relating and/or pertaining to the Policy, Claim, Property, and Lawsuit.

III. FUNDING SETTLEMENT

It is agreed that Auto-Owners shall fund the sum of Sixty Thousand Dollars and Zero Cents (\$60,000.00) payable to Furtado Law, LLC, to fully and finally resolve any and all claims relating and/or pertaining in any way to the Claim, Property, Policy, and Lawsuit. Auto-Owners shall also pay the entire mediation fees invoiced by the mediator and Judicial Arbitrator Group. These direct payments contemplate the payment and satisfaction of all liens, subrogation rights, and rights of reimbursement, including any attorneys' liens, if any, as well as any and all other lien holders or others, including repair contractors, retained experts and consultants.

Payment shall be made no later than Wednesday, May 6, 2020, provided that Auto-Owners receives this Agreement, fully executed, no later than Wednesday, April 29, 2020 along with the W9 form for the payee(s) on the settlement check.

It is agreed that Severy Creek and its counsel, Furtado Law, PC, shall be solely responsible for the disbursements of the above settlement payment to include any lienholders and/or subrogation interests, if any, to any third persons, including but not limited to Severy Creek's retained experts and consultants.

IV. DIRECT RELEASE OF THE CLAIM AND LAWSUIT

1. RELEASOR'S Release

In exchange for the settlement payment and terms provided herein, including the Recitals which incorporated herein as material terms, the RELEASORS do hereby release, acquit, and forever discharge RELEASEES of and from any and all known and unknown claims, actions, liabilities, causes of action, demands, rights, damages, costs, expenses, penalties, attorneys' fees, prejudgment interest, and compensation whatsoever, which the RELEASORS now have or which may hereafter accrue on account of or in any way growing out of any and all known and unknown,

foreseen and unforeseen, common law or statutory damages for property damage (interior and exterior), and any bodily, personal, emotional and mental, economic and noneconomic injuries and losses and property damage and the consequences thereof, including punitive damages, and common law bad faith claims and statutory bad faith claims pursuant to C.R.S. §§10-3-1115& 1116, and any penalties, that arise out of, and/or relate to, and/or pertain to, the Claim, Property, Policy, and Lawsuit. This release provision includes any and all claims which were actually raised, prosecuted, pursued, and embraced in the Claim and/or Lawsuit, and those claims which could have been raised, prosecuted, pursued and embraced in the Claim and/or Lawsuit.

Severy Creek agrees and warrants that this Agreement, and the terms thereof, shall be binding upon it, and all of its past and future assigns, representatives, officers, agents, directors, members, managers, public adjusters, repair contractors, attorneys, insurers, subsequent purchasers, and all of their respective spouses, agents, servants, attorneys, heirs, executors, administrators, insurers, successors, assigns, subrogees, and any and all other persons or entities which may have had or may have any claim on behalf of themselves (including any derivative claims), or be entitled to share in any settlement thereof.

In the event the Insured pursues a claim, demand, and/or litigation against Auto-Owners that relates and/or pertains to the Claim and/or Lawsuit, Severy Creek shall immediately provide a defense and defend and indemnify Auto-Owners for any such claim, demand and/or litigation threatened and pursued by the Insured.

2. No Admission of Liability.

It is understood and agreed that the settlement of the Claim and Lawsuit is a compromise of disputed issues, and that the payment made on behalf of RELEASEES are not to be construed as an admission of liability on the part of RELEASEES or any of the parties hereby released. Both RELEASORS and RELEASEES deny liability to the other, and they respectively intend merely to avoid the uncertainties of litigation and buy their peace.

3. Scope and Intent of Release.

The RELEASORS understand the losses, repairs, expenses, and damages sustained were disputed and uncertain in making this Agreement. It is understood and agreed that they, and each of them, rely wholly upon their own judgment, belief, and knowledge of the nature, extent, effect, and duration of said damages, injuries, damages, and losses and liability therefore, and is made without reliance upon any statement or representation of the RELEASEES or their representatives. The RELEASORS understand that there may be unknown or unanticipated expenses, repairs, losses, and damages resulting from the Claim and Lawsuit, and in making this Agreement, it is understood and agreed that this Agreement is intended to include all such known and/or unknown expenses, costs, repairs, damages, liabilities, and losses.

V. LIENS AND INDEMNIFICATION.

RELEASORS represent and understand that it is their sole responsibility and the responsibility of their attorney, to see that the direct settlement payment described above, is paid out to satisfy the claims of all persons or entity(ies) that asserted and/or are able to assert any lien to this settlement payment arising from the Claim or Lawsuit, including but not limited to attorneys' liens, public adjuster liens, liens from repair contractors, material suppliers, general contractors, subcontractors, and workmen of every level, as well as any lien and/or subrogation interests ("Lien Interests").

It is agreed by the RELEASORS that any and all rights of reimbursement and Lien Interests were are or will be paid and satisfied from the direct settlement payment described above.

RELEASORS expressly agree to release, indemnify, defend, and hold harmless the RELEASEES of and from and against any and all claims, liabilities, causes, lawsuits, demands, damages, allegations, suits, and rights of recovery asserted or to be asserted by and on behalf of any person, individual or entity claiming any Lien Interests as against this settlement payment.

RELEASORS agree they shall be responsible for all tax consequences arising from or resulting from this settlement payment and Agreement.

VI. OTHER PROVISIONS.

1. No Precedent.

This Agreement is without precedent or value of precedent and shall not be used in any proceeding or hearing to create, prove, or interpret the obligations under or terms and conditions of any insurance policy implicated by the Claim and Lawsuit, including the Policy.

2. Boiler Plate

The Parties, and each of them, hereby expressly warrant, represent, and declare that he/she/it understands that the use of "boiler plate" language in conjunction of the description of the RELEASORS and RELEASEES and shall be directed to contemplate and include all named and unnamed parties and entities, and that the undersigned expressly agrees to be bound to this boiler plate language and waive all arguments which may exist under existing law as to the generality of these terms.

3. Expenditures.

All attorneys' fees, costs, disbursements, charges, and expenses incurred or to be incurred by the RELEASORS and their counsel shall be borne by or between each of them.

4. No Assignments.

Each of the parties expressly warrants that no claims, rights, duties, demands, causes, liabilities, and losses in connection with the Claim, including any attorneys' fees and expenditures as released herein, are owned by any other person, entity, or third party or were previously conveyed, assigned, or transferred in any manner, whether in whole or in part, to any person, entity, or third party. Each of the parties expressly represents that it is competent to release and/or waive these claims it released and/or waived herein. Each of the parties expressly warrants that no law firm retained by it in connection with these expenditures and legal services, whether for defense or coverage, or otherwise, has any right to seek repayment as against any of the released parties. By so signing, the RELEASORS agree that this section binds any and all counsel.

5. Representation of Parties and Consent.

All of the parties to this Agreement were represented either by counsel and/or by authorized claims personnel throughout all negotiations which preceded the execution of this Agreement, and this settlement is made with the consent and advice of counsel and all persons of authority of the parties hereto.

6. Amendments and Modifications.

The Agreement may not be modified or amended, except in writing, signed by a duly authorized representative of each Party to this Agreement.

7. Diligence.

The parties to this Agreement and their respective attorneys shall proceed diligently to prepare and execute all documents, seek all necessary approvals and dismissals, furnish any and all conditional payments letters and lien releases, sign any stipulations, and do all things reasonably necessary to consummate this settlement, including the dismissal of the Lawsuit with prejudice.

8. Governing Law.

In the event of any dispute involving this Agreement, its terms, or enforcement of obligations, the parties agree such dispute shall be resolved under the laws of Colorado in a state or federal district court.

9. Titles and Captions: Construction.

The section titles and captions contained in this Agreement are inserted only as a matter of convenience and for reference and shall in no way be construed to define, limit, or extend the scope of this Agreement or the intent of any of its provisions. This Agreement shall be construed as a whole according to its fair meaning and intent and not strictly for or against any party to this Agreement, regardless of who drafted or who was principally responsible for drafting this Agreement or any specific term or condition thereof.

10. Binding Effect.

This Agreement shall be binding upon and inure to the benefit of each of the parties hereto and their respective officers, directors, shareholders, agents, employees, heirs, legatees, insurers, reinsurers, predecessors, successors, assigns, and legal representatives.

11. Counterparts.

The Agreement may be executed in one or more counterparts as if all signatures are on a single instrument.

12. Original Signatures.

This Agreement may be executed by faxed or scanned signatures which shall be deemed as effective as originals.

13. Authorization to Enter Agreement.

Each individual signing this Agreement warrants that he or she is expressly authorized to enter into the Agreement for themselves, and/or on behalf of the party for which that individual signs as attorney, legal representative, and/or agent-in-fact and is fully bestowed with authority and consent to bind the party or parties in whose behalf each individual signs.

14. Severability.

If, for any reason, any provision of this Agreement is determined to be invalid or unenforceable, the remaining provisions of this Agreement shall be construed, performed, and enforced as if the invalidated or unenforceable provision had not been in the text of the Agreement.

15. No Waiver and Entire Agreement.

No provisions hereof may be waived unless in writing and signed by the person or entity whose rights are thereby waived. Waiver of anyone provision herein shall not be deemed to be a waiver of any other provision herein.

This Agreement consists of seven (7) pages with signatures. This Agreement supersedes any prior or contemporaneous oral or written agreements and discussions and memorializes in part any binding mediation agreement.

16. Effectiveness and Finality.

This Agreement shall be of no force and effect until it is signed by each of the Parties, or is otherwise enforced by a court of competent jurisdiction on motion by any of the Parties.

This Agreement shall become final upon the date of the last counterpart signature.

17. Inconsistent Terms.

This Agreement shall be construed as a whole according to its fair meaning and intent and not strictly for or against any party to this Agreement, regardless of who drafted or who was principally responsible for drafting this Agreement or any specific term or condition thereof. To the extent that any general term conflicts with any specific term, the specific term controls.

READ CAREFULLY BEFORE SIGNING:

For: Severy Creek Roofing Inc. ("Severy Creek")

Steve Loudon Severy Creek Roofing Inc
By: STEVE LOUDON, as president

STATE OF COLORADO)
) SS.
COUNTY OF Denver)

On this 29 day of April, 2020, before me appeared Steven Loudon, to me known to be the person named herein and who executed the foregoing Settlement Agreement and Release and acknowledged to me that he voluntarily executed the same.

My term expires June 5, 2023.

Carol E. Barrott

Notary Public

APPROVED AS TO FORM:

Nathanael Archuleta

Signature

By: Nathanael Archuleta, as Attorney for Severy Creek

