

**SUBJECT: CONCEPT PLAN REVIEW – VOLTAGE – 608, 612, AND 624
MAIN STREET**

DATE: MARCH 4, 2025

**PRESENTED BY: MATT POST, SENIOR PLANNER - COMMUNITY
DEVELOPMENT**



SUBJECT: VOLTAGE CONCEPT PLAN REVIEW

DATE: MARCH 4, 2025

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SUMMARY:

Attached for review is a Concept Plan for redevelopment of the properties located at 608, 612, and 624 Main Street, otherwise referred to as the Voltage Concept Plan in the provided application materials.

PROPOSAL:

The applicant, DAJ Design, requests a Concept Plan review (**Attachments B & C**) for the proposed development of three properties totaling .46 acres located in Downtown Louisville within the Commercial Community (C-C) zoning district. The development proposal includes 608, 612, and 624 Main Street. 608 Main Street is privately owned with an existing office building, while 612 and 624 Main Street, owned by the City of Louisville, currently function as a public surface parking lot. The proposal includes a requested land exchange with the City to enable development fronting Main Street while maintaining available public parking behind the development with access from the alley.

CONCEPT PLAN:

The Concept Plan Review process allows applicants to receive feedback from the City Council and the general public during the early stages of the development review process. The Concept Plan Review occurs before the applicant submits a final land use application, which will later be reviewed by the Planning Commission and City Council during future public hearings.

The City Council is not obligated to provide specific feedback on a Concept Plan application, and a consensus or majority vote will not be taken. Any comments provided are advisory in nature and are not binding on the City Council. No other boards or commissions have reviewed or provided comments on this proposal.

Staff will not provide an analysis or recommendation on this proposal regarding policy or code compliance. Instead, staff will offer guidance on relevant policy and code provisions for a more detailed future review and an initial identification of key issues. If the applicant decides to proceed after the Concept Plan Review, a final land use application will include additional opportunities for public input and hearings, during which staff will conduct a comprehensive review of the proposal. This Concept Plan Review should not be interpreted as a recommendation from staff on any aspect of the proposal.

BACKGROUND AND SITE HISTORY

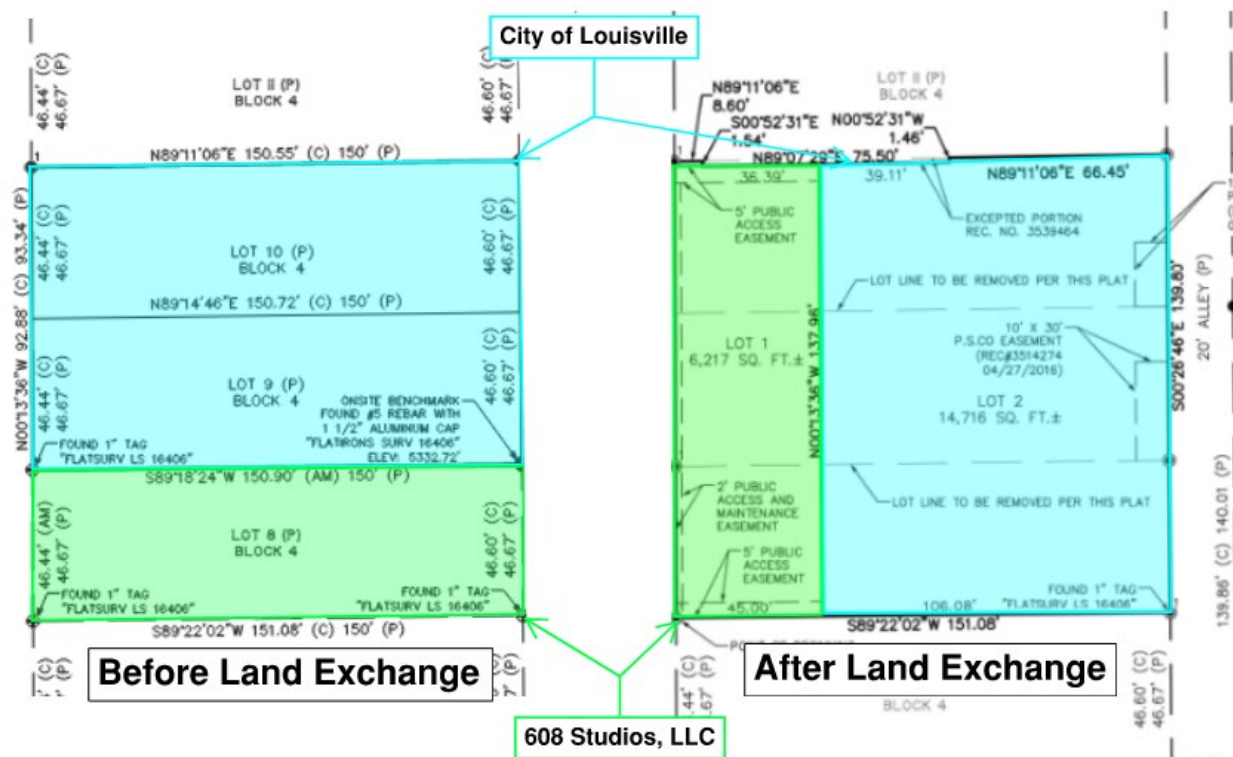
608 Main Street is a 6,519 square-foot lot that is currently the site of a 1,920 square-foot office building that was constructed in 1974. The building is currently occupied by Voltage Advertising and Design. 612 and 624 Main Street, totaling 13,438 square feet, are public surface parking lots owned by the City of Louisville. All three lots were originally platted under the Town of Louisville Subdivision in 1878. The properties are zoned Commercial Community (C-C) and are located in Downtown Louisville.

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In June of 2017, the City Council approved the Voltage Planned Unit Development (PUD) and Subdivision Plat on the subject properties (**ATTACHMENT D**), which permitted the development of a 13,850 square-foot, two-story commercial building. Prior to approving the PUD, the City agreed to a land exchange (**ATTACHMENT E**) that transferred the western 45 feet of Lots 9 and 10 to the developer (608 Studios, LLC), combining them with the western 45 feet of Lot 8. In exchange, the City gained full ownership of the eastern 106 feet of all three lots. City Council approved this "Contract to Exchange Real Estate" in January of 2017. The land exchange and subsequent Subdivision Plat resulted in two new lots, with Lot 1 (608 Studios, LLC) totaling 6,217 square feet in size and Lot 2 (City of Louisville) totaling 14,617 square feet in size.



2017 Land Exchange Exhibit

The PUD approved in 2017 allowed retail and office spaces on the main level and office spaces on the upper levels for the Developer's company, Voltage Advertising and Design. The land exchange allowed the City to retain public parking spaces and increase the number of available spaces from 25 to 38, based on preliminary designs. A permit was not pulled within the allotted three year time frame, and PUD approval has since lapsed. The Subdivision Plat was never recorded, and the three properties currently retain their original configuration.

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CONCEPT PROPOSAL

To proceed with the proposed development presented in the Concept Plan, a Final PUD, Final Subdivision Plat, and new agreement regarding a land exchange are required. The applicant has presented two development options for consideration, Option 1 and Option 2, with the applicant indicating a preference to develop Option 2.

Option 1 (Attachment B)

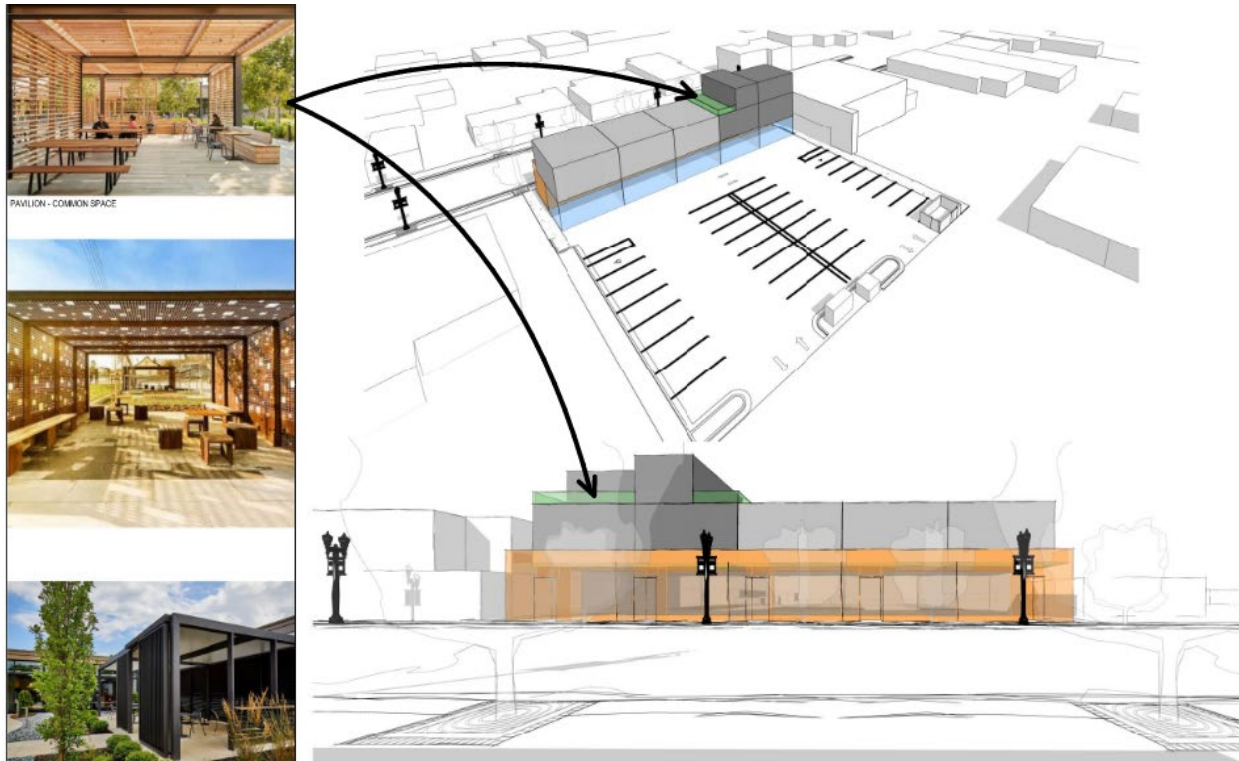
Option 1 proposes a mixed-use building with 10 residential units and ground floor commercial along Main Street. Option 1 is a full build-out of the property with a podium building design over the public parking area.



Option 1 – Voltage Concept

Option 2 (Attachment C)

Option 2, the applicant's preferred development, includes a 5 dwelling unit, live-work proposal that would be similar to the 2017 approved PUD in the scope and size of the building. The building would consist of five separate units, each vertically divided, with living spaces on the second and third floors, and a commercial workspace on the ground floor, adjacent to Main Street. Each unit would have a private garage with two parking spaces, accessible from the public surface parking lot.



Option 2 – Voltage Concept

APPLICABLE CITY REGULATIONS AND POLICIES:

A Planned Unit Development (PUD) and Plat (subdivision) are required to develop the subject property. All PUDs shall satisfy the review criteria in [Sec. 17.28.120 of the LMC](#), and all Plats shall be reviewed according to the procedures outlined in [Sec. 16.12 of the LMC](#). Both processes require consistency with the adopted city-wide plans listed below:

- [Comprehensive Plan](#)
- [Transportation Master Plan](#)
- [Future 42](#)
- [Highway 42 Revitalization Area Framework Plan & Amendment](#)
- [Parks, Recreation, Open Space, and Trails Comprehensive Master Plan](#)
- [Louisville Housing Plan](#)

Any development of the property will be subject to the [Design Handbook for Downtown Louisville](#) (Design Handbook). The Design Handbook includes standards and guidelines applicable to all downtown development, development in the Commercial Core Area, and development in the Transition Area. Primary design categories include; urban design, site design, building mass, scale, and form, architectural elements and details, additions to buildings, and miscellaneous design topics.

SUBJECT: VOLTAGE CONCEPT PLAN REVIEW

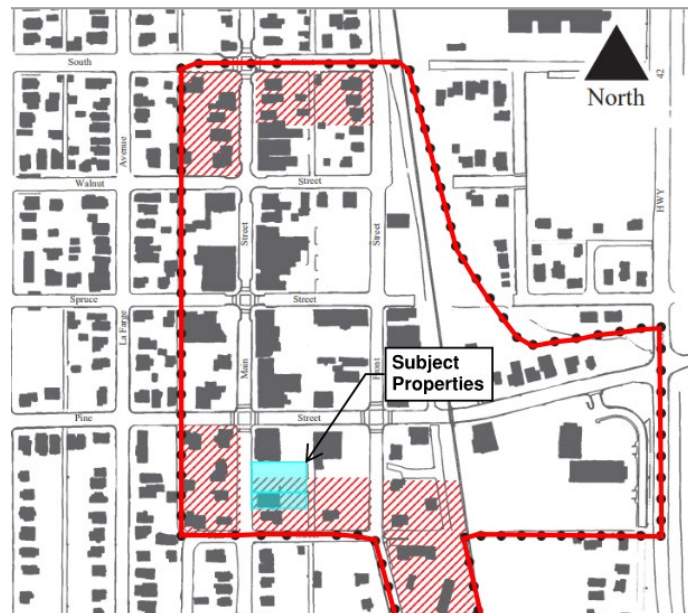
DATE: MARCH 4, 2025

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According to the Design Handbook, approximately 1/3 of the project area is within the “Commercial Core” of downtown, and the remaining 2/3 is within the “Transition Area” of downtown. The boundary between the Commercial Core and Transition Area is mid-block between Elm and Pine Streets. The Commercial Core allows consideration of three-story building elements and the Transition Area limits building height to two stories.

PRELIMINARY KEY ISSUES

Staff have identified several key issues for consideration during this Concept Plan review. These items do not reflect a full and complete evaluation of the proposal as they relate to applicable development provisions. Staff will complete a full and in-depth review of this proposal with a final land use application.



Downtown Map

- **Land Exchange:** To develop the project as proposed (Option 1 & Option 2), a new land exchange agreement will be necessary. The agreement will need to address issues surrounding the public parking element of the development and private access through the public parking to the residential parking.
- **Special Review Use:** Residential uses in the C-C zoning district are allowed with an approved Special Review Use (SRU). Live-work is automatically allowed within any areas of the portion of Downtown covered by the Commercial Community (CC) zone district approved for residential use. A SRU shall satisfy the review criteria of [LMC Sec. 17.40.100](#) to ensure that the proposed use is compatible with the location and surrounding land uses.
- **Parking Fee in Lieu:** The applicant may pursue a request to reduce the number of required on-site parking spaces. A request to reduce on-site parking in Downtown Louisville may be considered with payment into the Downtown Parking Improvement Fund. The fee is \$23,521 per required space that is not provided. For multi-family development, a new State law prohibits the City from applying minimum parking standards to multi-family development unless the local jurisdiction finds that not having parking would have a substantial negative impact ([HB24-1304](#)). The developer would then determine the demand for residential parking and provide parking at a ratio that based on what they believe the market will demand. In this case, the proposal is to provide two garage

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spaces for Option 2. The proposal is silent on how residential parking will be addressed for Option 1. By the State law, only the live-work or commercial portions of the proposed development would require on-site parking development or payment of fee-in-lieu. The City will also need to consider the total number of public parking spaces in the reconfigured lot compared to the number in the existing public lot as part of the terms of the land exchange.

CONCLUSION:

All comments provided to the applicant by the City Council in response to this Concept Plan are advisory in nature and are not binding on the City Council.

In accordance with the Concept Plan Review process, staff have not provided a recommendation on this proposal as it relates to policy or code compliance.

ATTACHMENTS:

- A. Application
- B. Concept Plan Option 1
- C. Concept Plan Option 2
- D. 2017 Voltage PUD
- E. 2017 Land Exchange Agreement
- F. Presentation

Development Review Application Form

Please complete this form and include it with the submittal documents for your development review application. Applications will not be processed until all required information is provided to the satisfaction of the City of Louisville Planning Department.

Property Information

Common Address(es): _____

Legal Description: _____

Lot _____ Block _____ Subdivision _____

Lot Area: _____ Sq. Ft. or _____ Acres

LAND USE PROCESS (check all that apply)

- ☐ Annexation
- ☐ Concept Plan
- ☐ Easement Vacation
- ☐ Oil and Gas
- ☐ General Development Plan (GDP)
 - ☐ Amendment
 - ☐ New GDP
- ☐ Planned Unit Development (PUD)
 - ☐ Amendment
 - ☐ Preliminary
 - ☐ New PUD
- ☐ Rezoning
- ☐ Special Review Use (SRU)
 - ☐ Amendment
 - ☐ New SRU
- ☐ Subdivision
 - ☐ Final or Replat
 - ☐ Preliminary Plat
- ☐ Temporary Use Permit
- ☐ Variance
- ☐ Vested Property Right
- ☐ Wireless Facility
- ☐ Other: _____

PROJECT DESCRIPTION:

Property Owner Information

Name: _____ Entity (if applicable) _____

Address: _____

Phone: _____ Email: _____

Application Representative Information

Name: _____ Entity (if applicable) _____

Address: _____

Phone: _____ Email: _____

Certification/Signature

I certify that the information I have submitted is true and correct to the best of my knowledge and in filing the application and submittal documents, I am acting as and/or with the knowledge and consent of those persons who are owners of the subject property or are parties to this application.

Signature* _____ Print Name _____ Date _____

***If acting as a representative/agent of the owner, include written authorization from the owner that certifies the agent's right to submit this application**

December 19, 2024

Matt Post, Senior Planner
Community Development
City of Louisville
749 Main Street
Louisville, CO 80027

RE: 608 Main St, Voltage Concept Plan

Dear Mr. Post,

We are pleased to submit the following application for a Concept Plan review to study the potential viability of a Live-Work project at 608 Main St. There has been a long history of plans for this property, including two different concept designs and one PUD, which was approved in 2017. Below is a brief history of land use applications that have been reviewed for this property and details about decisions that have brought us to this Concept Plan request.

In 2016, a study was completed to redevelop the 608 Main property into a two-story commercial building with retail and limited office space on the main level and office space on the entire 2nd level. The 2nd story was to be built over the existing main level, reusing most of the existing structure to support the pop-top. The office space was intended to be a build-to-suit space for Voltage Ad Agency, and the retail on the main level would have been leased out to another business. Prior to finalizing the PUD application for this concept, the owner was approached by the Economic Vitality Director, at the time, and was presented with a different concept that included a land swap between the City-owned parking lot and the 608 Main lot. The City-owned parking lot had been sold to the City by the owner of the Blue Parrot Restaurant in prior years. The proposal was to swap part of the 608 Main land for frontage along Main St. This would allow Voltage to own the first 45' of land fronting Main St, and the City would own the remaining land running to the alley.

The intent for the land swap was to allow a stronger building frontage along Main St, and to allow the City more options to support public parking on the interior of the property. A new concept was designed, and version 2 of a PUD submittal was provided to the City.

The new 2017 PUD included a 10,000sf, two-story building with three leaseable commercial spaces on the main level with intended retail, food service, and office use, and the upper level was to be the Voltage Ad Agency's main office headquarters. The PUD was reviewed by staff and the Planning Commission, and it was approved in June, 2017. The land swap agreement and Replat was also approved at the same time.

In 2020, the effects of covid changed the nature of required office space for Voltage, and their business model changed from needing office space to having all employees working remotely. Voltage continues to work within that business model and currently utilizes the 608 Main building to support other business opportunities. Around the same time, Voltage began to develop a curated goods business creating and producing wearable items like socks, shirts, hats, etc., along with selling one-of-a-kind artwork, athletic gear, and home items. The front 1/3 of 608 Main has acted as Voltage's retail store, and the remaining portion of the building is used as limited Voltage office space, storage, and maker space to produce their retail items.

Voltage identified the prior PUD project as an opportunity to support Louisville's growing need for housing, and we believe that a new building utilizing the land swap and replat would provide a unique opportunity to bring residential units to downtown that can also offer a commercial aspect. We have looked at two



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options that include the following: 1) A 10-unit, mixed-use building utilizing both the replat property and the entire parking lot extending to the alley; and, 2) a 5-unit, live-work townhouse building utilizing the replat property. Option 1, the mixed-use project, would require a mechanism, like a 100-year lease from the City, to build a podium over the surface parking and create a platform to offer anywhere from 10-12 one- and two-story units. Option 2 simply utilizes the replat property originally intended for the 2017 PUD. Upon a detailed study of the two options' proformas, Option 2 was identified as the preferred option.

The Concept Plan application before is specifically addressing Option 2, the proposed Live-Work building. The building will have a number of similarities to the 2017 PUD building footprint allowing for a 5' pedestrian alley on both sides of the building. The building will have five separate units separated vertically with the "live" components on the second and third levels and the "work" component being on the main level. Each unit is planned to include 2-parking spaces in the form of a garage per unit accessed from the surface public parking lot. In studying the 2024 State bills, consideration is given to reducing the parking for each unit by only providing separate garages with only one parking space.



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The Live-Work building's concept design addresses two primary standards of the Downtown Design Handbook. The first is respecting the "Core" and "Transition" zones outlined in the Handbook. The replat property is divided between the two zones. The northern $\frac{1}{3}$ of the property is in the Core zone and the southern $\frac{2}{3}$ of the property is in the Transition zone. The line between the Core and Transition occurs through one of the units, second from the northern end of the building. In order to maximize the allowable height and area of the overall building, part of that unit is three stories high with a walkout deck facing south.

The second standard being addressed from the Handbook is maintaining a "tall 1-story building fronting Main St." The corresponding concept plan drawings illustrate the building in a simplistic diagram form, however the architecture will also provide an appropriate level of articulation to minimize the appearance of an overall long, planar building.

The accompanying drawing sets illustrate both Option 1 and Option 2. Option 1 is shown for reference, and Option 2 is the main focus of this Concept Plan. Questions we would like to address with Council include:

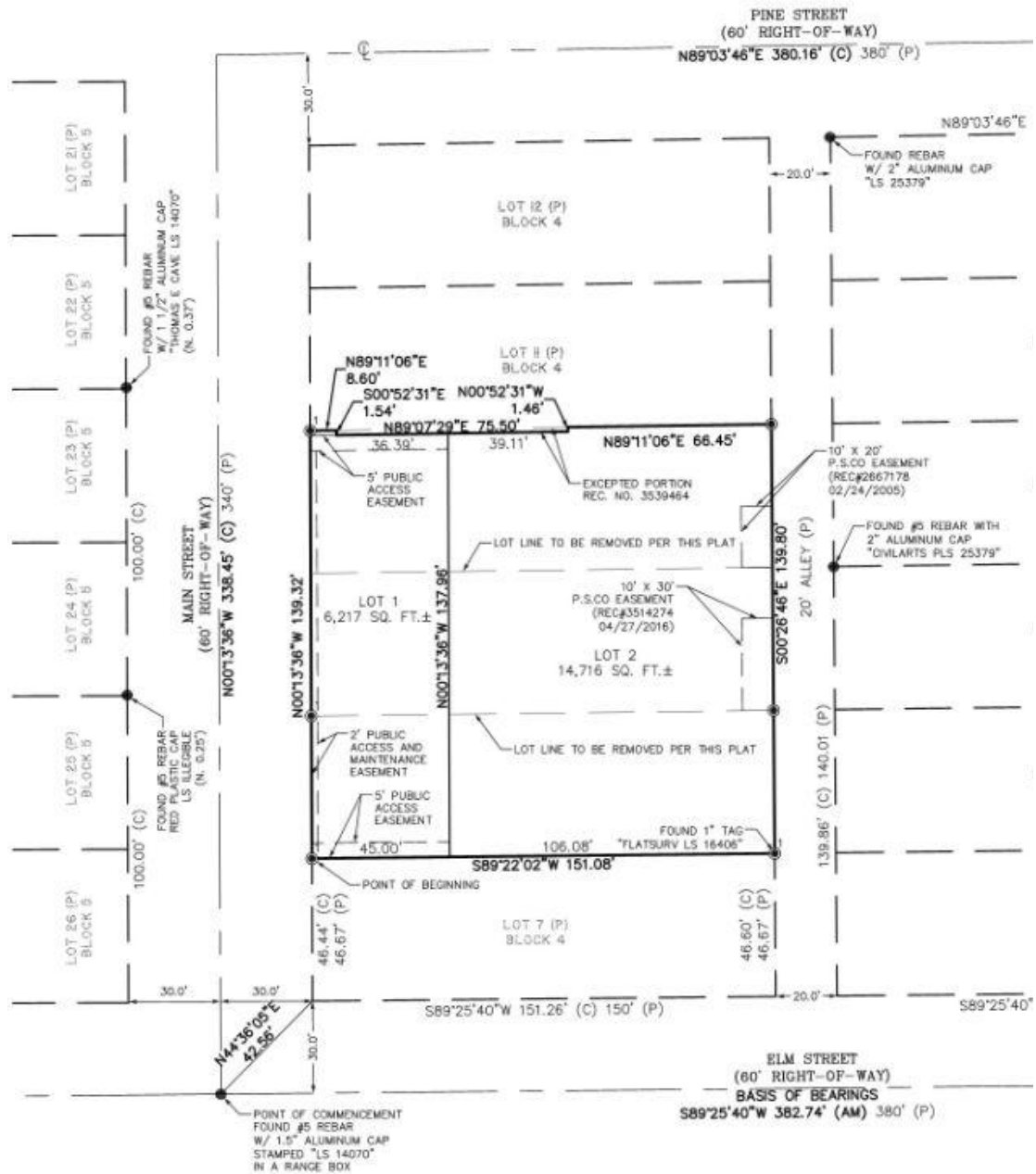
1. Is there an appetite to introduce five new residential units to downtown in a Live-Work format? This would require a separate SRU to allow residential in the C-C zoning district.
2. Will the City allow access to the garage parking across the public surface parking lot through an access agreement or development agreement?
3. Will Council consider a reduction in required parking to one space per dwelling unit without charging the fee-in-lieu based on the State's new 2024 House bills?
4. We are proposing to do a PUD amendment to the approved 2017 PUD, and we are assuming that the land swap agreement and replat are still valid and could be applied to a PUD amendment. Is that correct?

Attached to this document is the Replat representing the land swap agreement. Please contact me if you have any questions.

Regards,

Andy Johnson, AIA

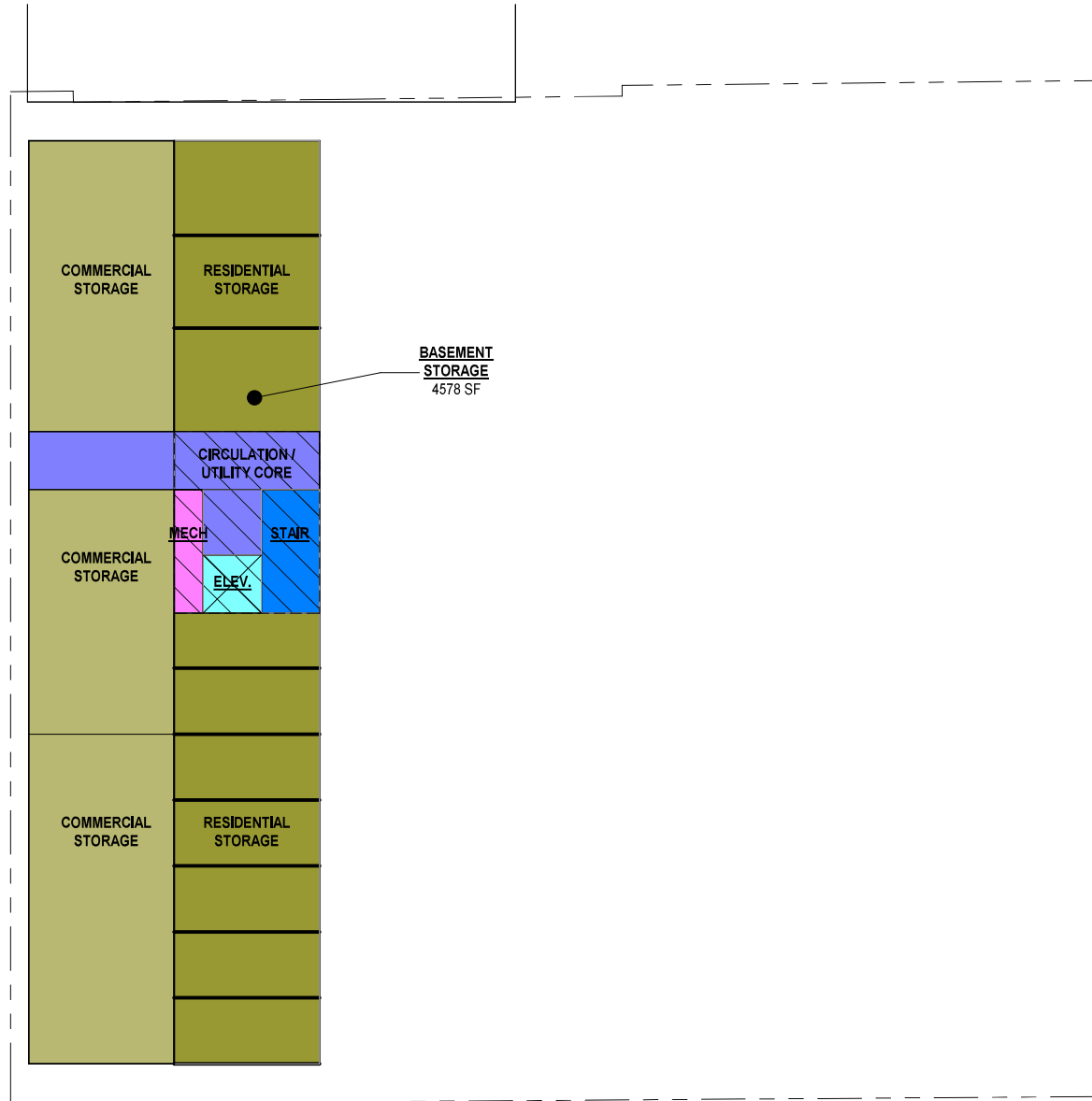
LAND SWAP REPLAT

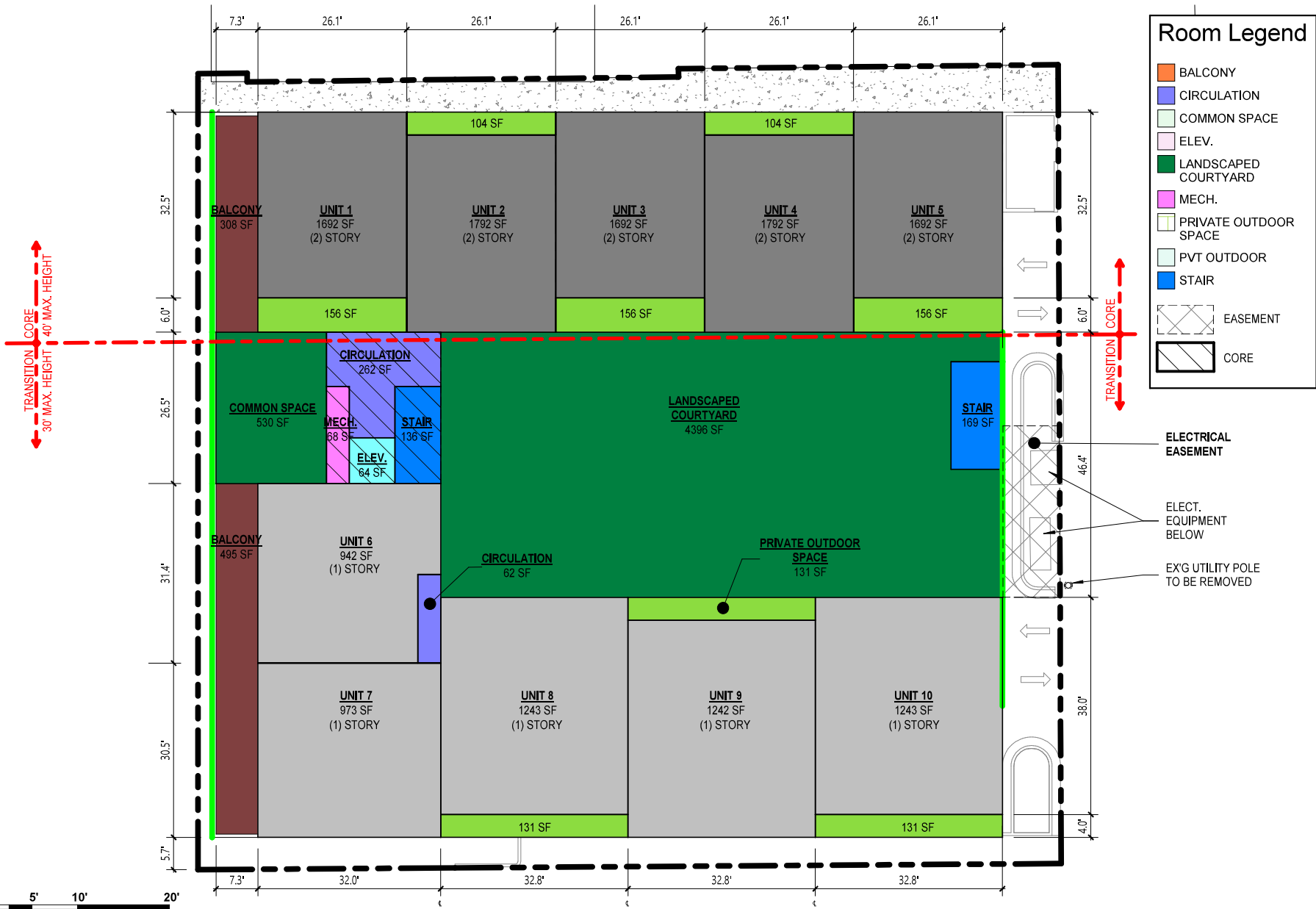


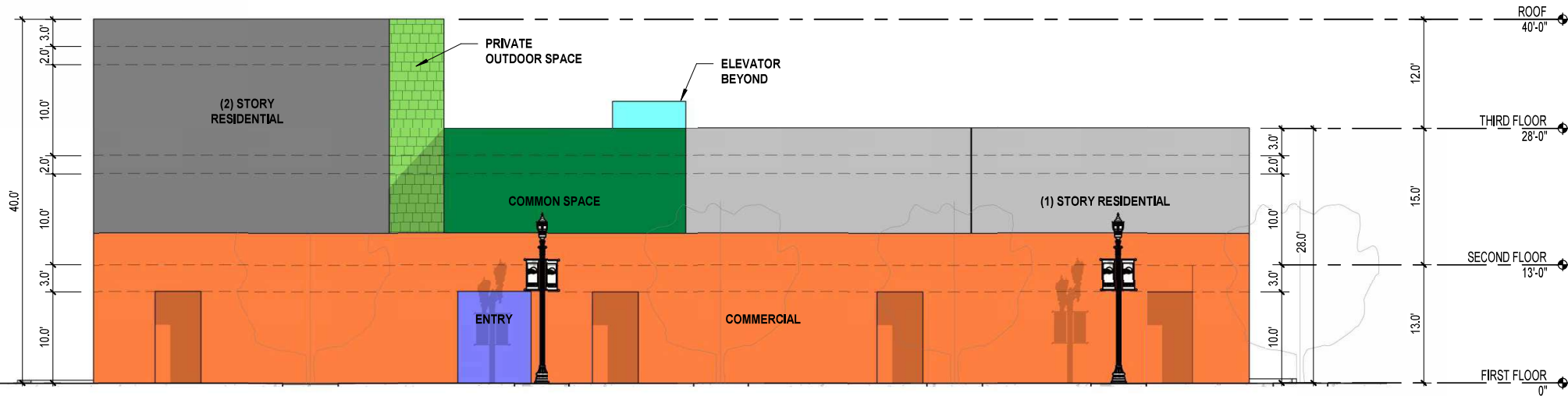
VOLTAGE MIXED-USE

DEVELOPMENT

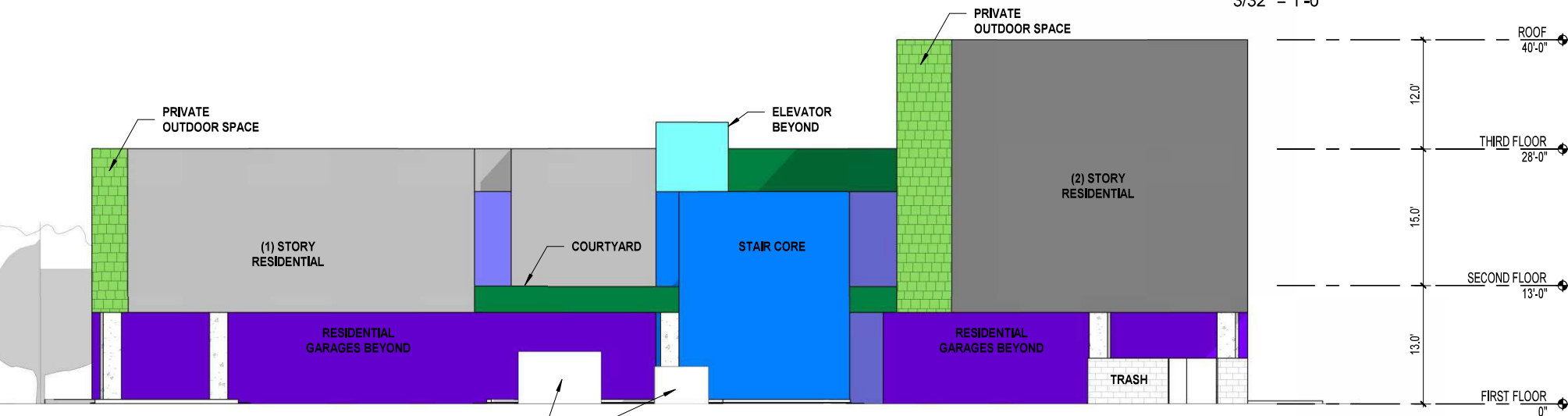




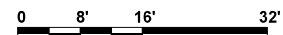


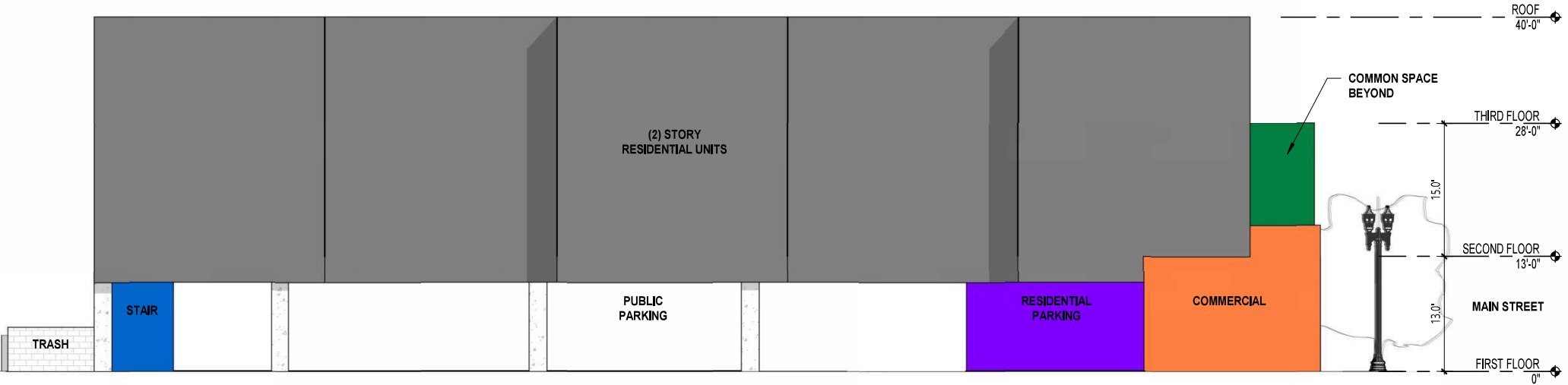


MAIN STREET
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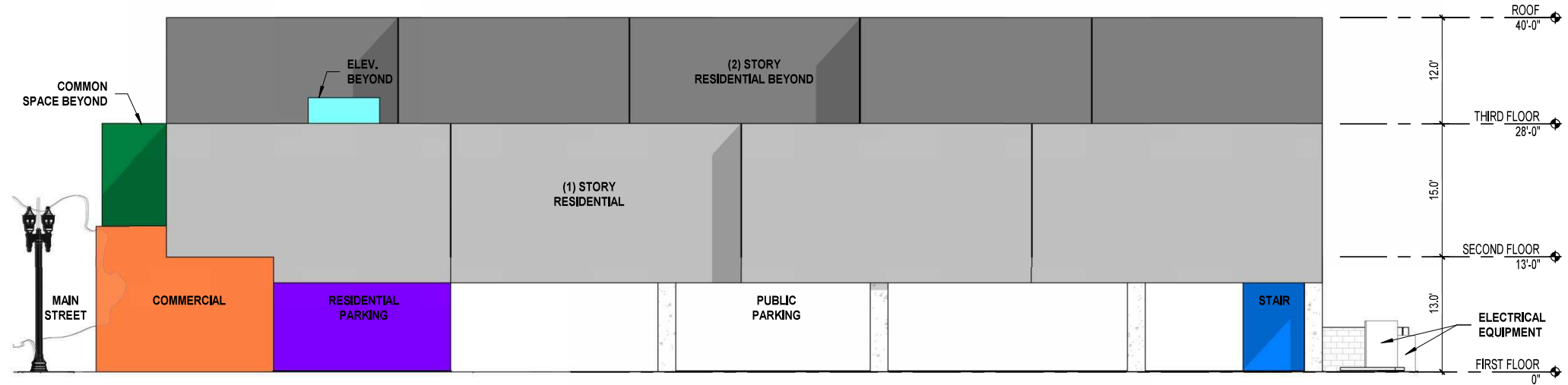
ALLEY
3/32" = 1'-0"





NORTH ELEVATION

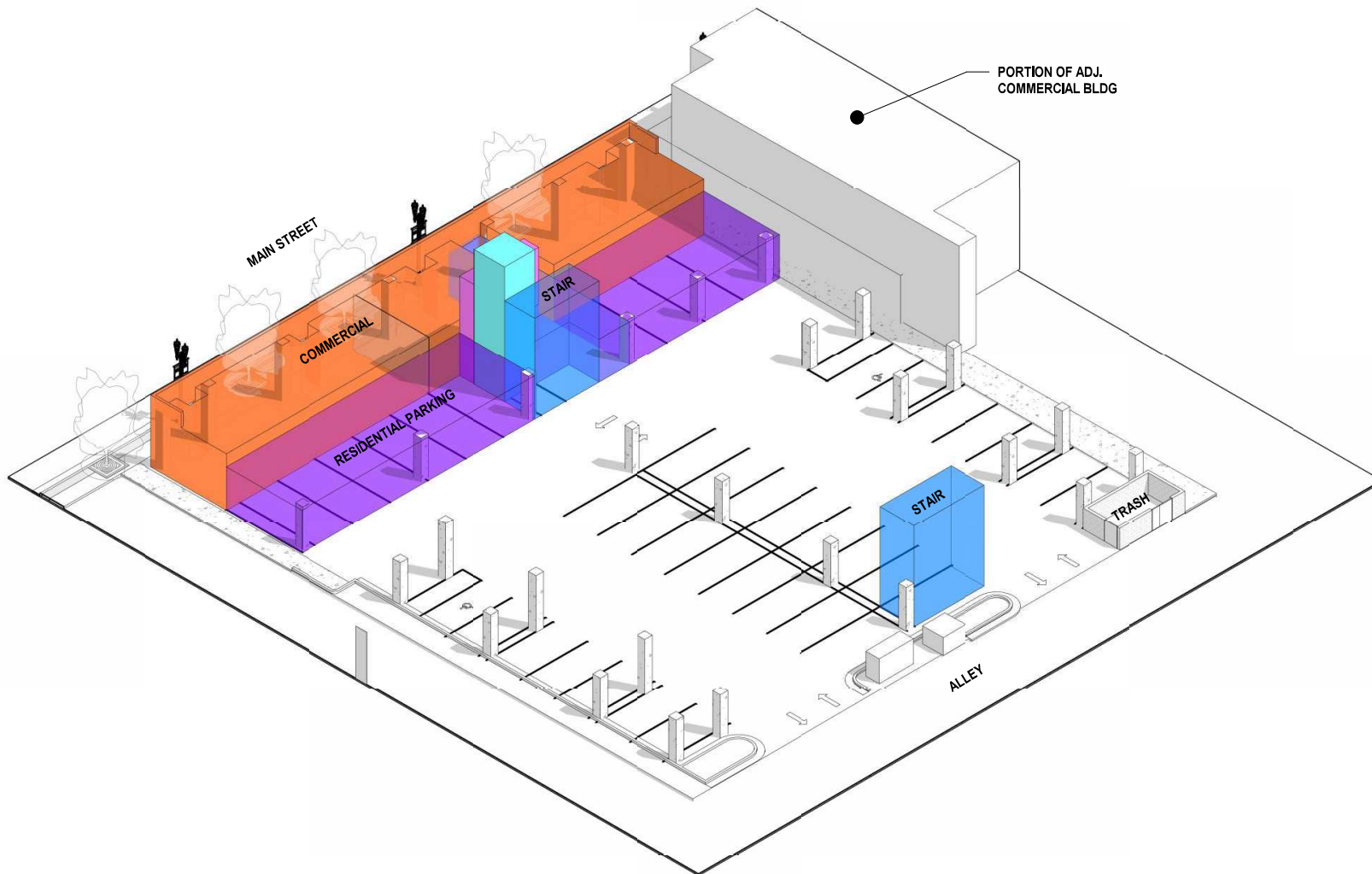
3/32" = 1'-0"



SOUTH ELEVATION

3/32" = 1'-0"





PROGRAM SPACES		AREA
BALCONY		803 SF
CIRCULATION		654 SF
ELEVATOR		128 SF
LANDSCAPED COURTYARD		4926 SF
MECHANICAL		136 SF
RESIDENTIAL GARAGE PARKING		2020 SF
STAIR		746 SF
STORAGE - BASEMENT		4578 SF
TOTAL		13,891 SF

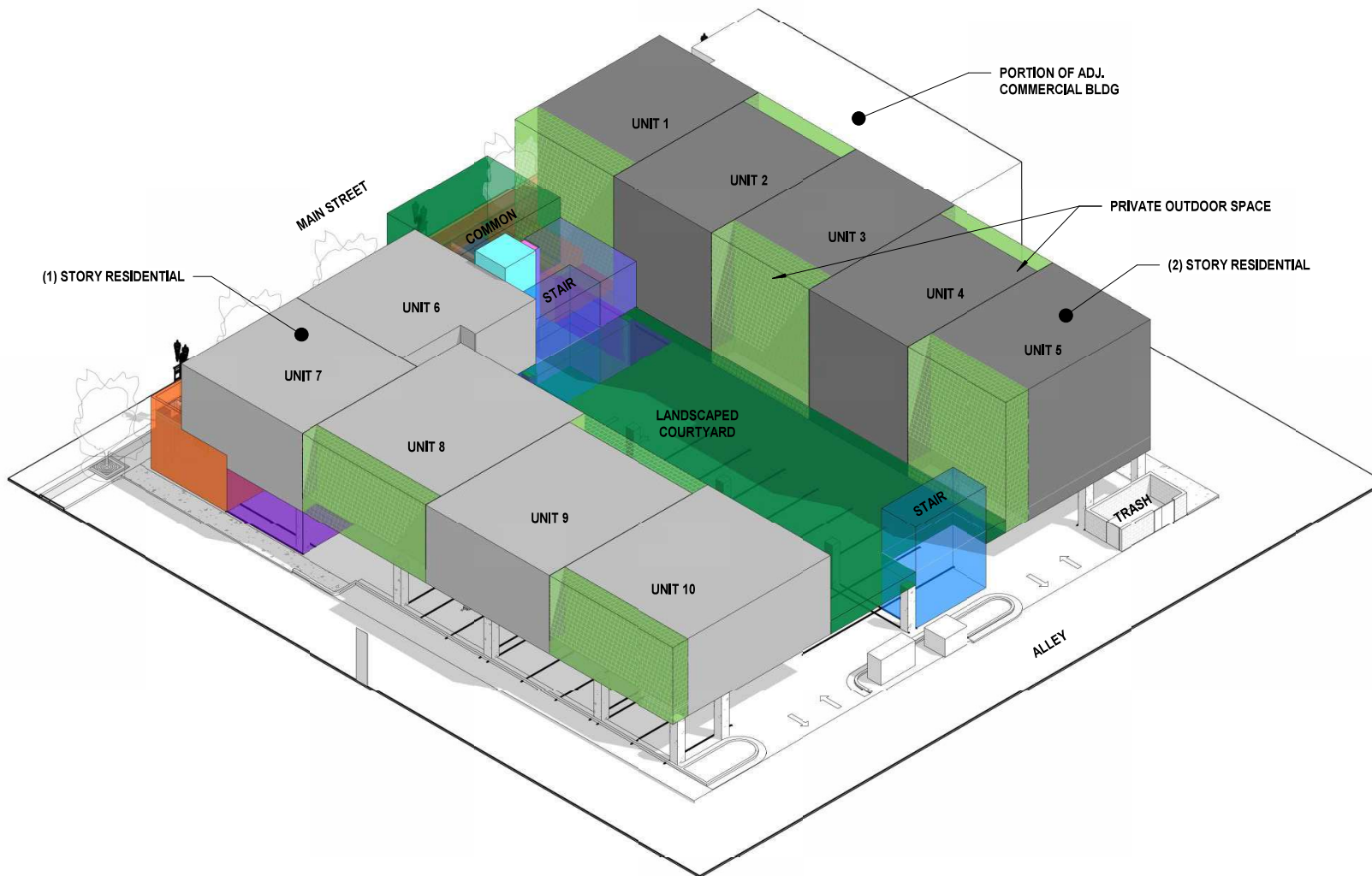
COMMERCIAL SPACE		AREA
NORTH UNIT		766 SF
SOUTH UNIT		1500 SF
TOTAL		2,266 SF

RESIDENTIAL SPACE		AREA
UNIT 1, 3 & 5	(1692 SF EA.)	5076 SF
UNIT 2 & 4	(1792 SF EA.)	3548 SF
UNIT 6		942 SF
UNIT 7		973 SF
UNIT 8, 9, & 10	(1243 SF EA.)	3729 SF
TOTAL		14,268 SF

PROJECT GROSS SF		AREA
TOTAL		30,425 SF

PARKING COUNTS	REQ'D	PROV'D
RESIDENTIAL GARAGE (1 / UNIT)	10	10
COMMERCIAL (1 / 1000) 2,266 SF	2	2
CITY OF LOUISVILLE - PARKING	27	27





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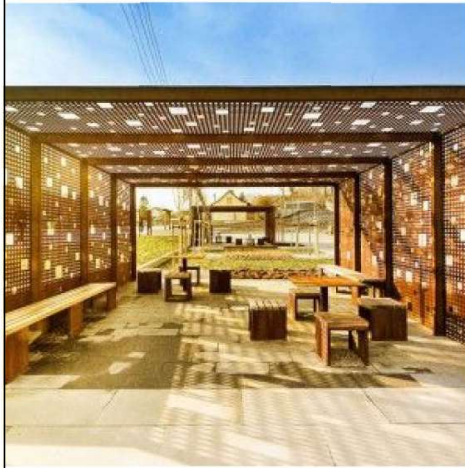


COURTYARD - LANDSCAPING





PAVILION - COMMON SPACE

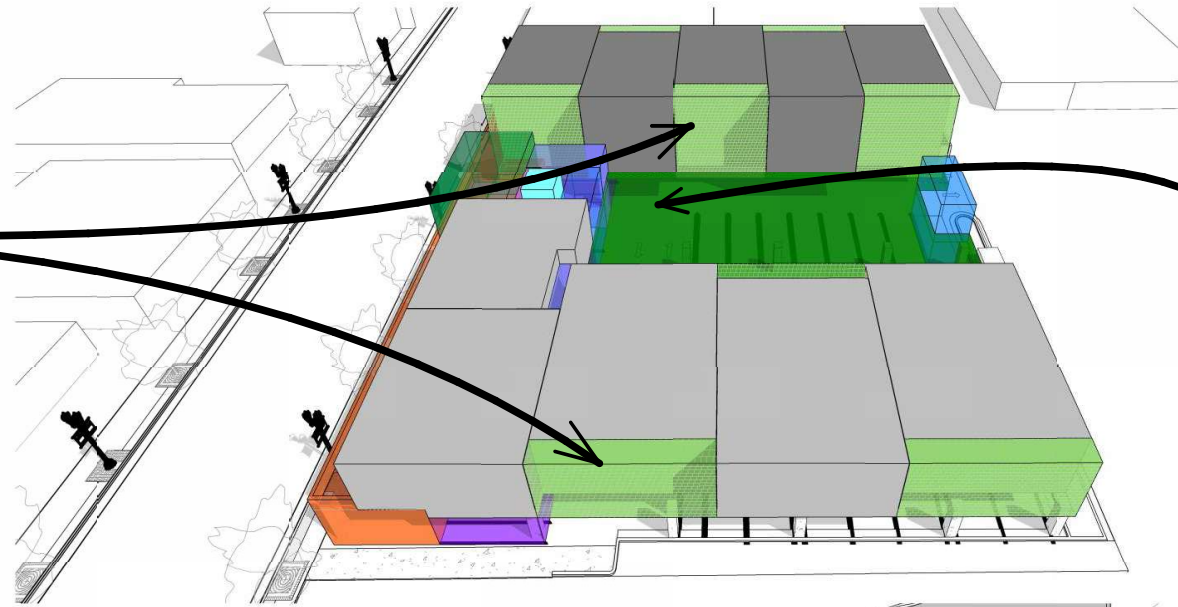
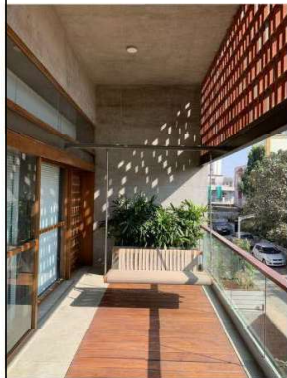


COMMUNITY GARDEN SPACE





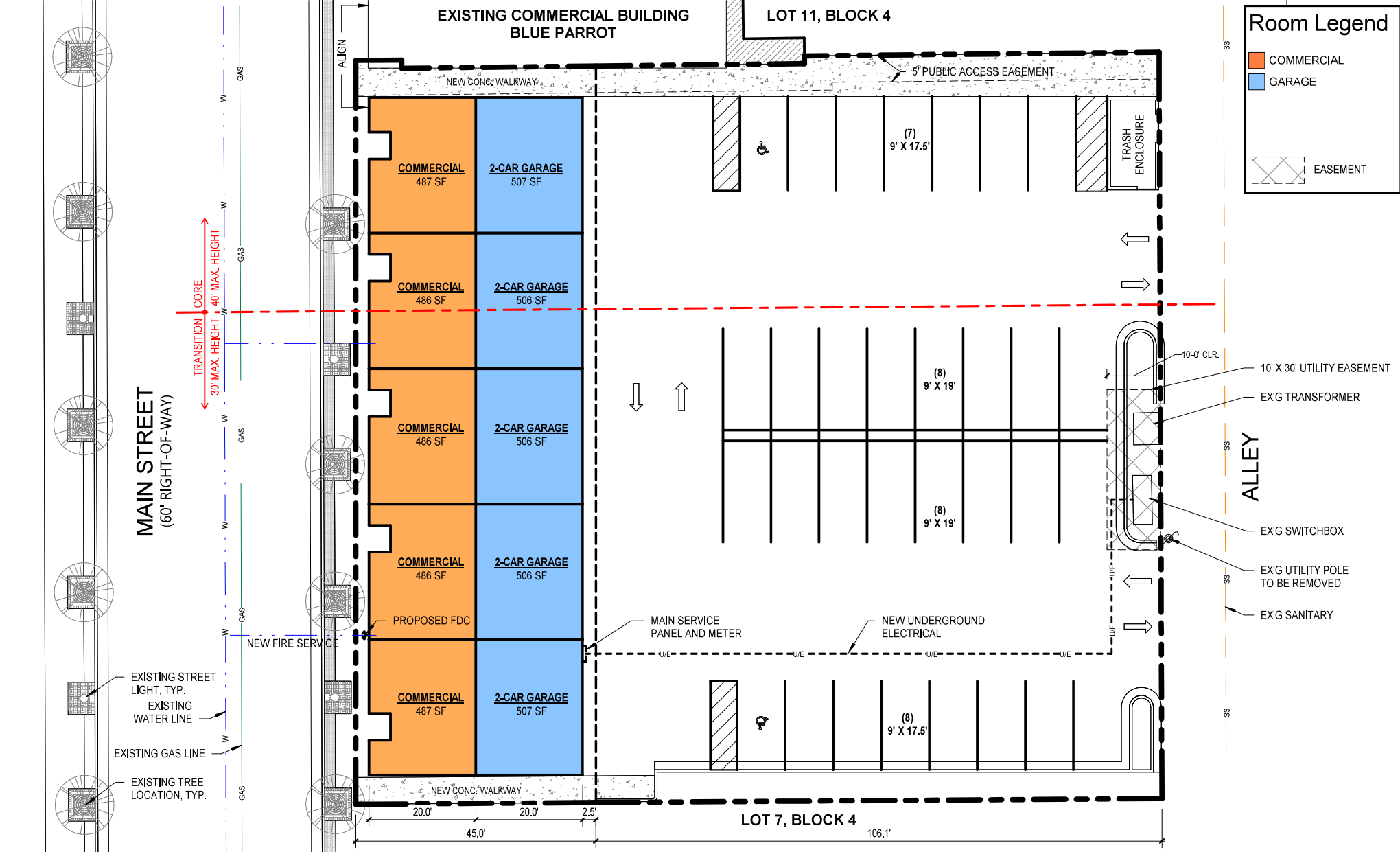
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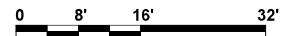
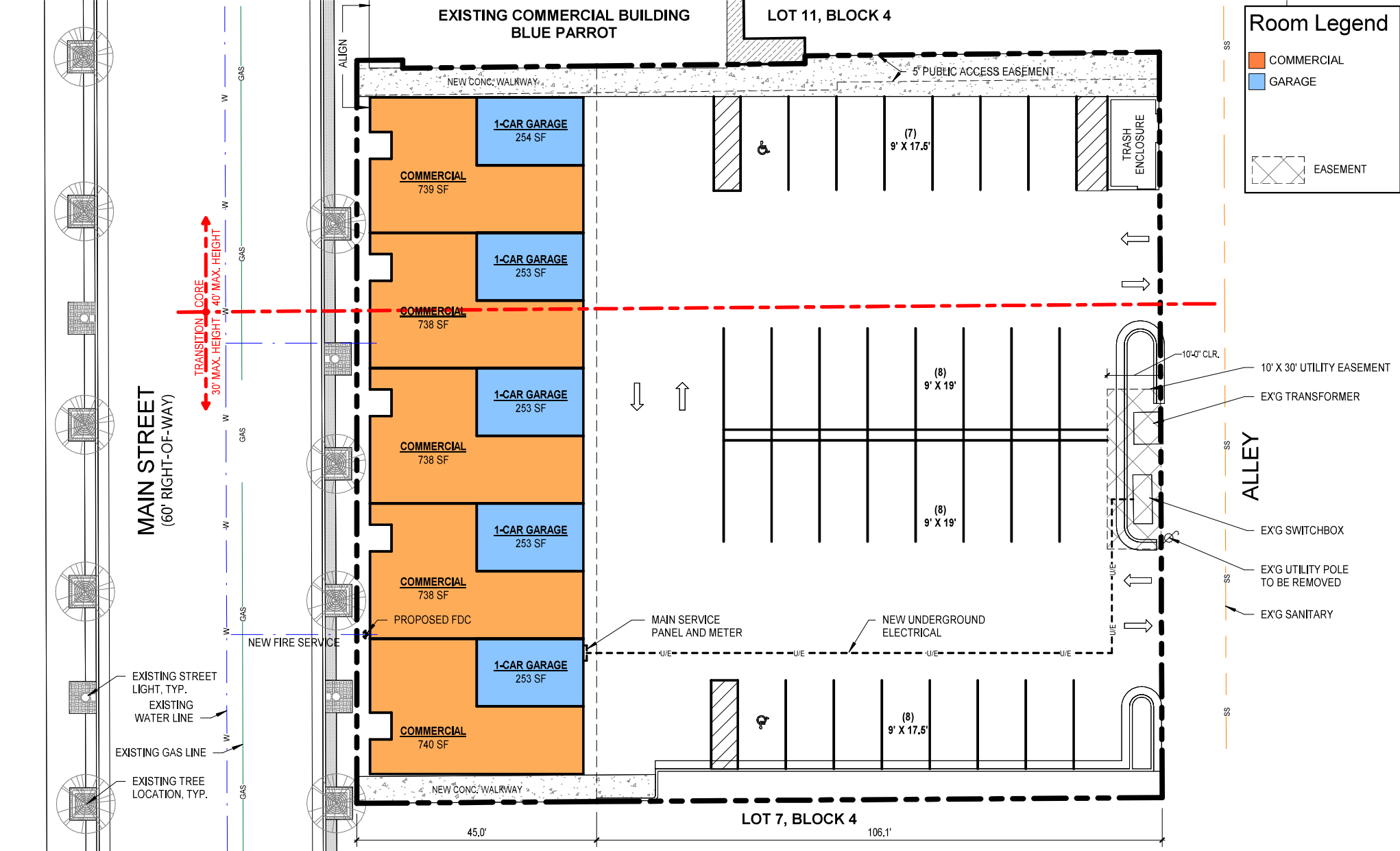


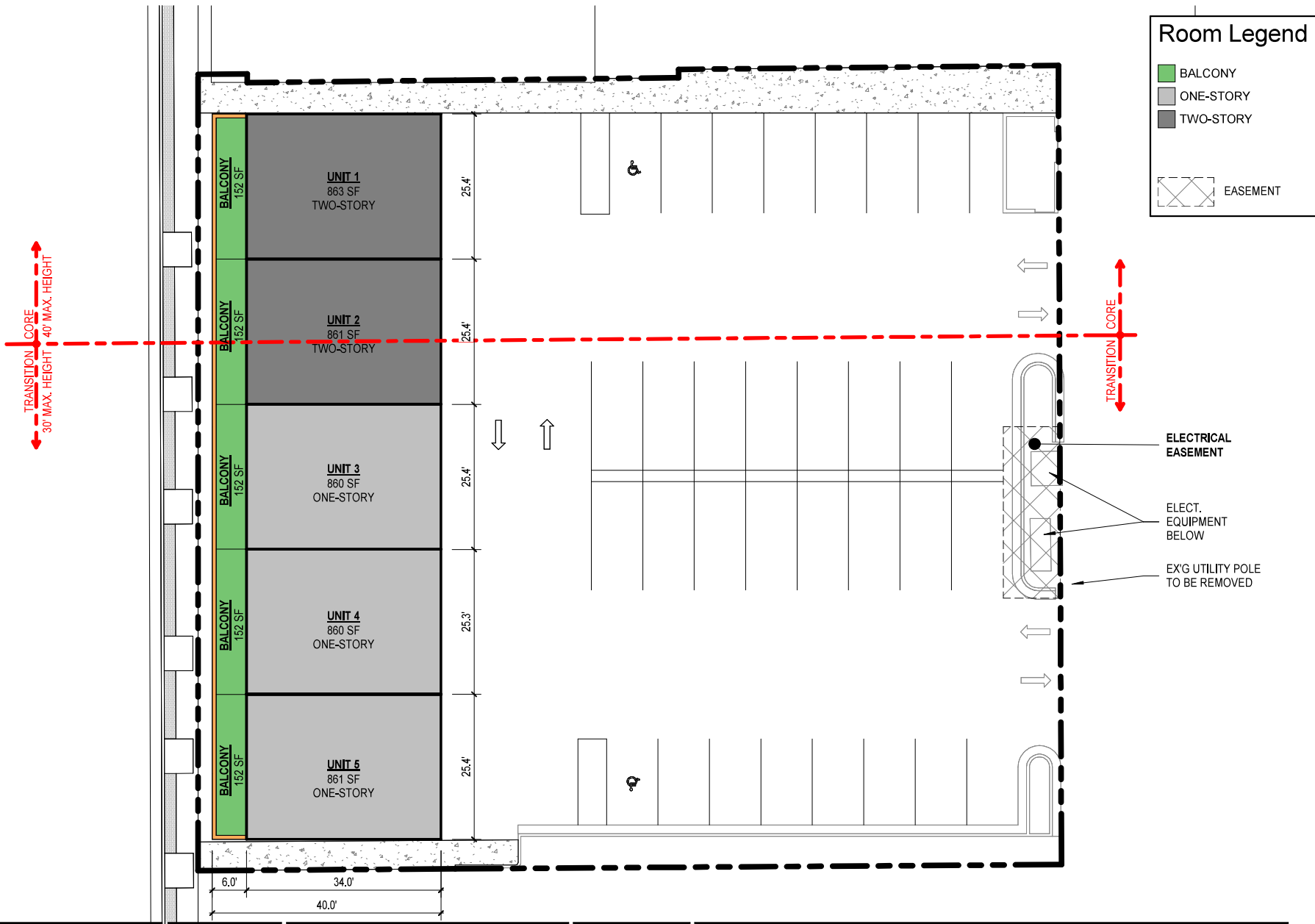
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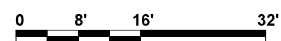
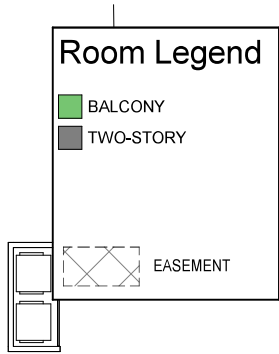
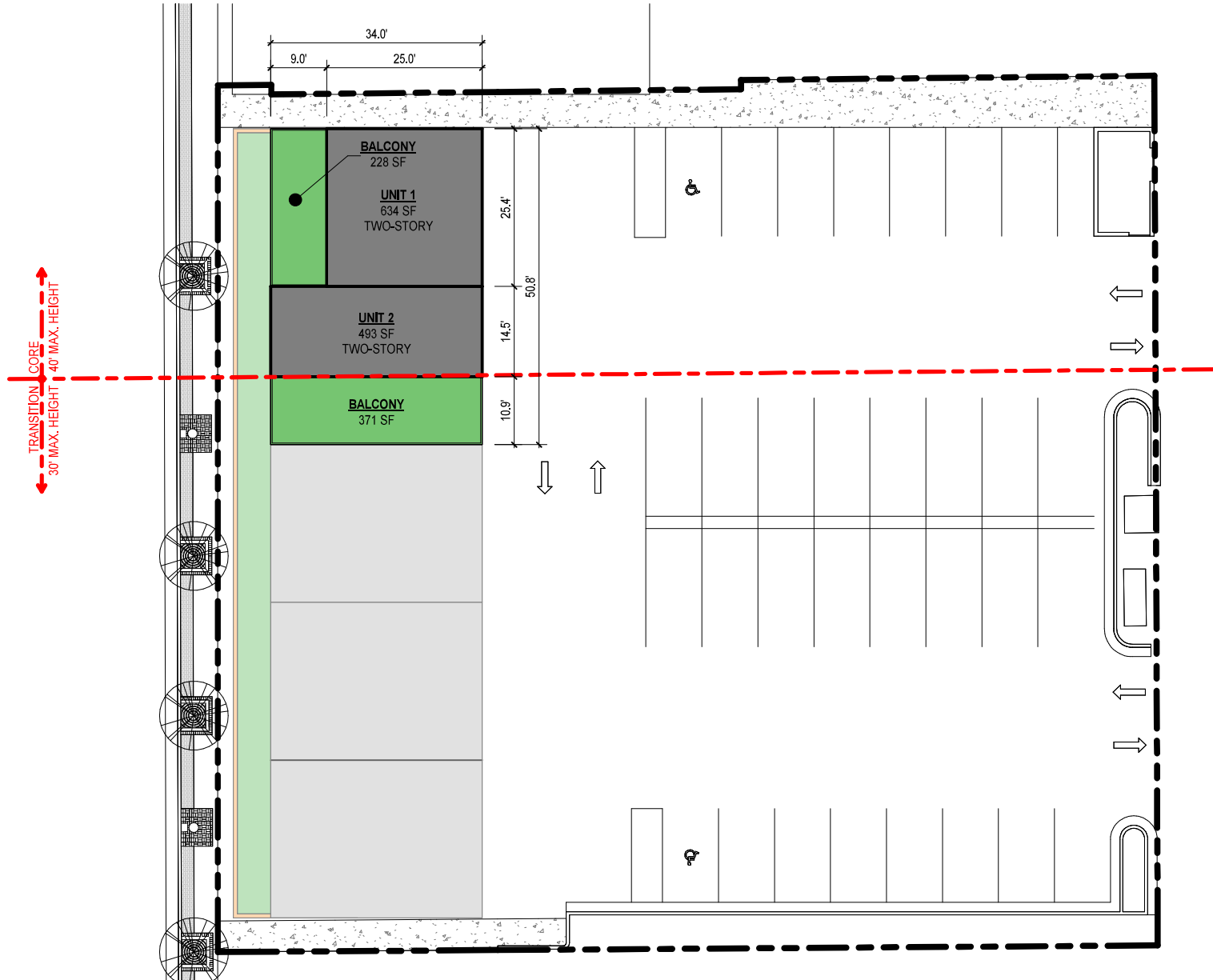
DEVELOPMENT

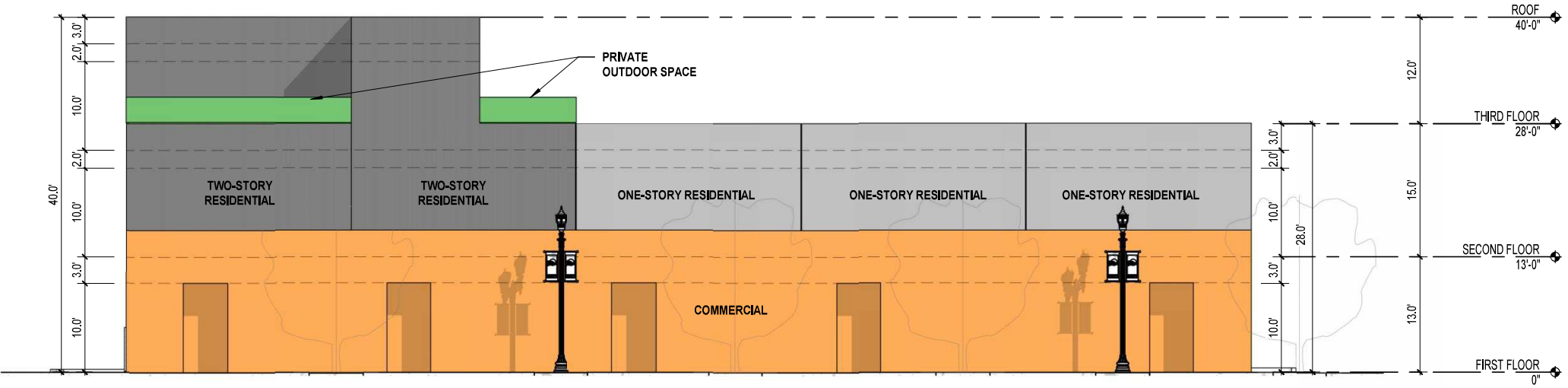




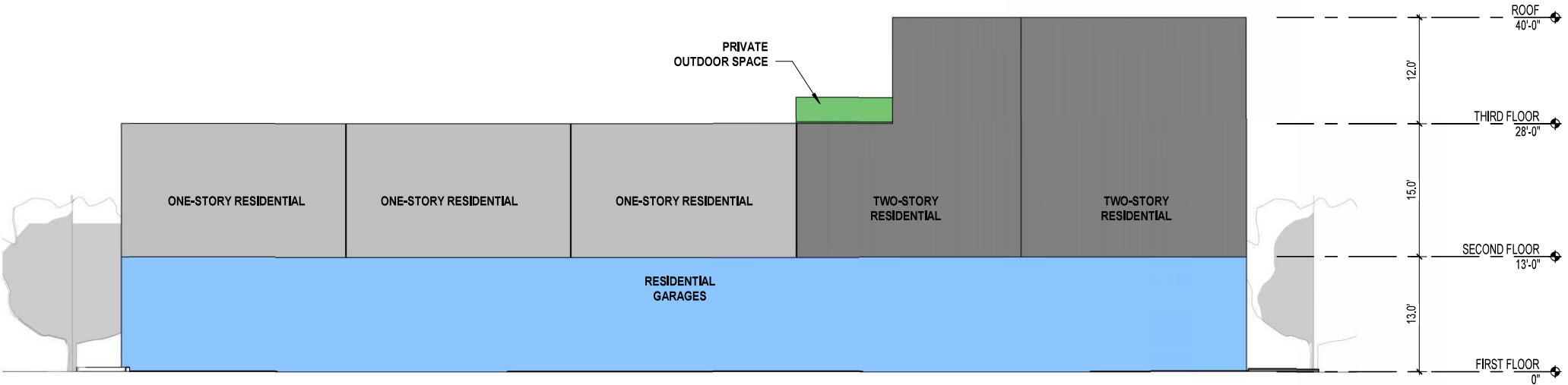




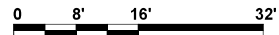


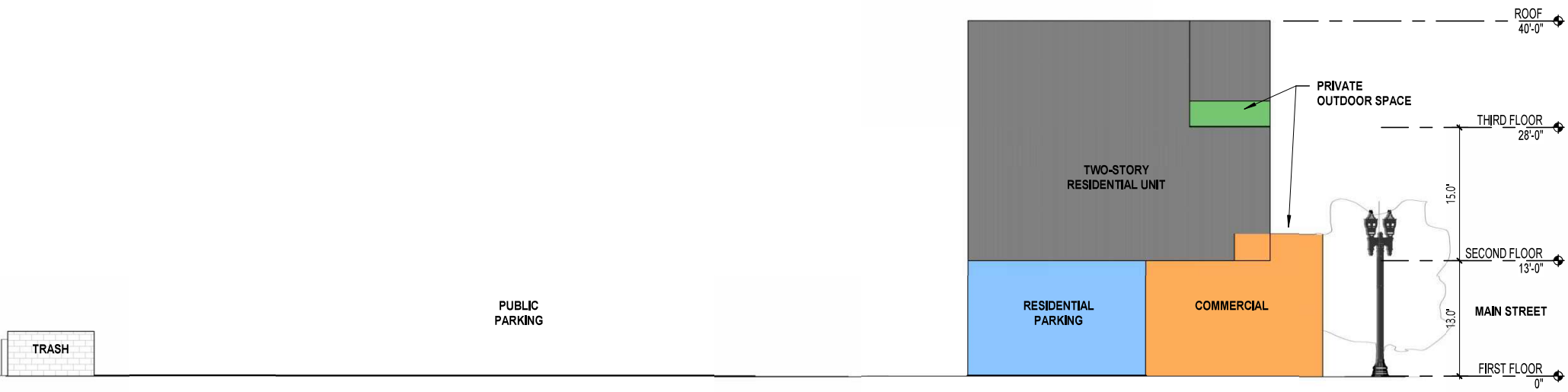


MAIN STREET
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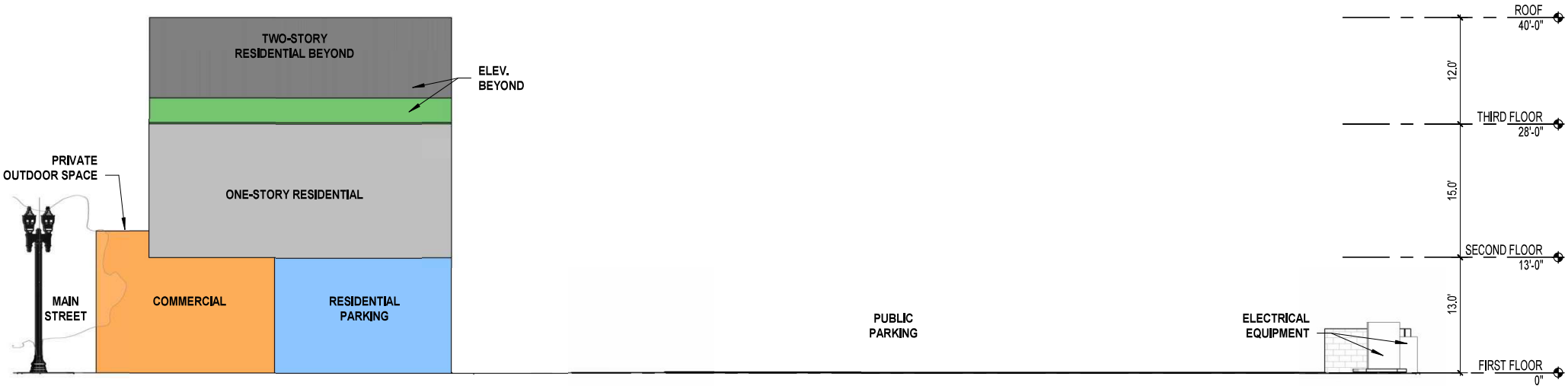


ALLEY
3/32" = 1'-0"



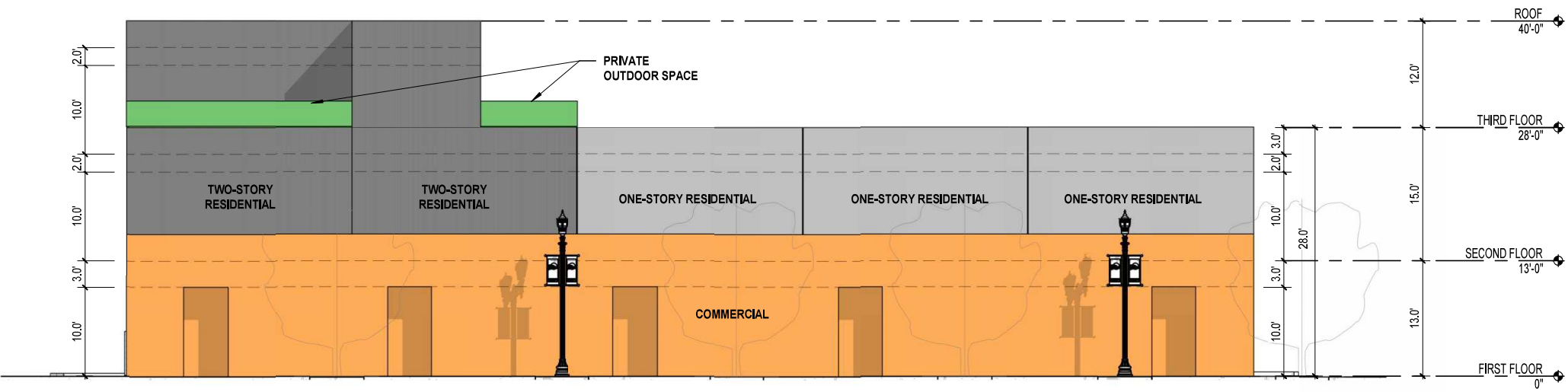


NORTH ELEVATION
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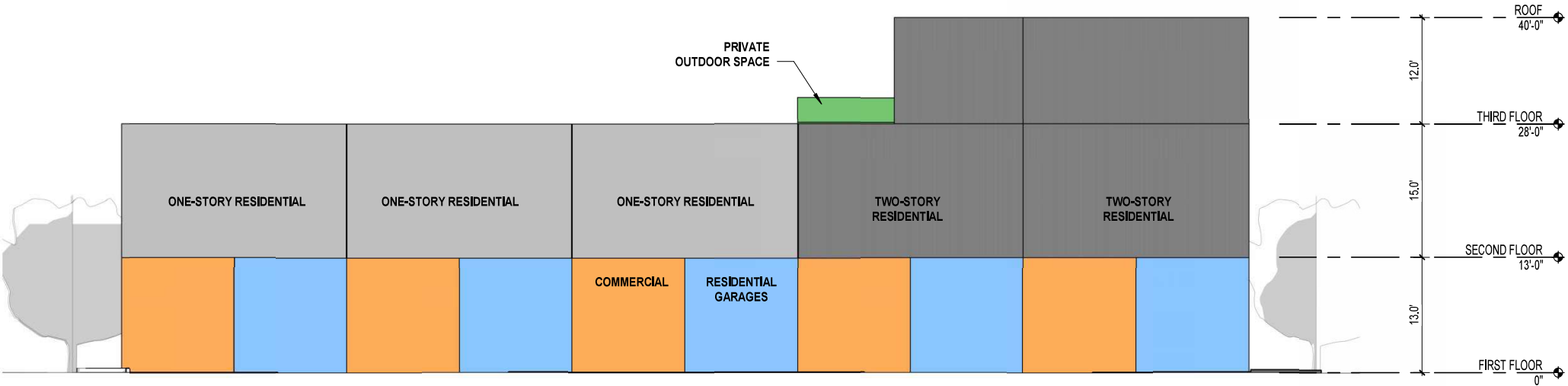


SOUTH ELEVATION
 3/32" = 1'-0"



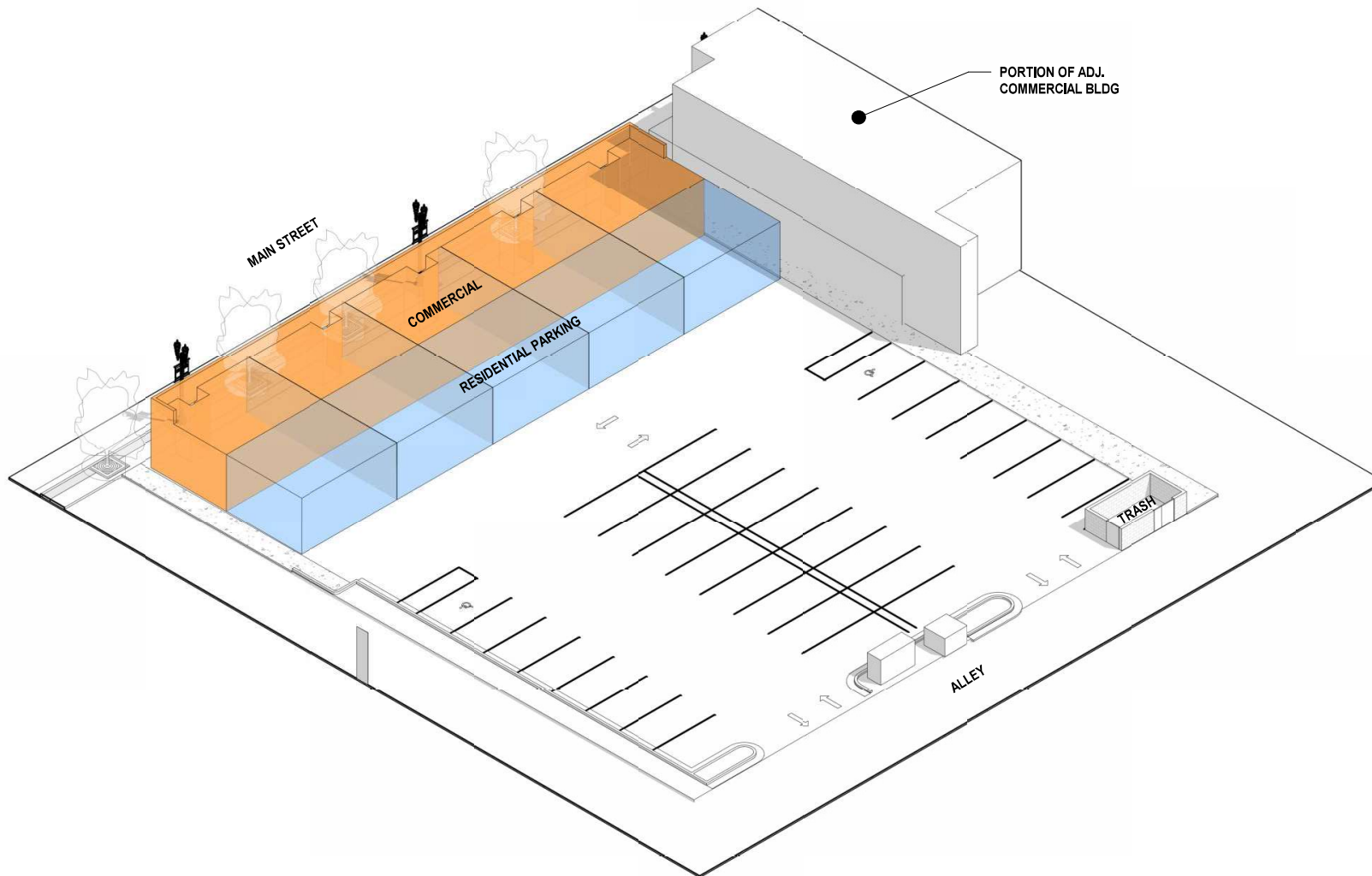


MAIN STREET
3/32" = 1'-0"



ALLEY
3/32" = 1'-0"

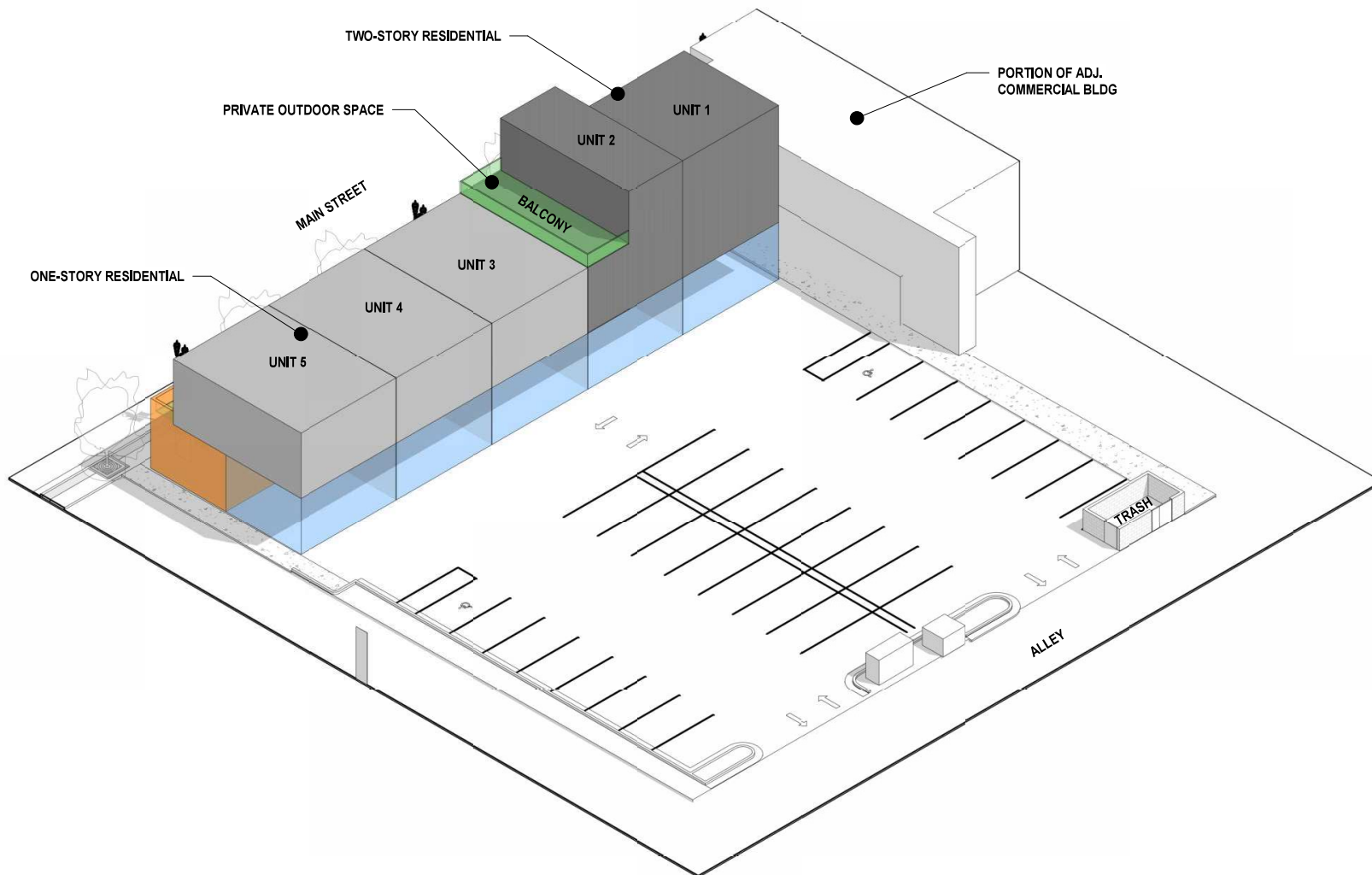




PROGRAM SPACES	AREA
BALCONY	1,360 SF
	1,360 SF
COMMERCIAL	2,431 SF
	2,431 SF
2-CAR GARAGE	2,531 SF
	2,531 SF
UNIT 3	860 SF
UNIT 4	860 SF
UNIT 5	861 SF
	2,581 SF
UNIT 1	1,497 SF
UNIT 2	1,354 SF
	2,851 SF
PROJECT GROSS SF	11,755 SF

PARKING COUNTS (A)	REQ'D	PROV'D
RESIDENTIAL GARAGE (1 / UNIT)	5	10
COMMERCIAL (1 / 1000) 2,266 SF	2	4
CITY OF LOUISVILLE - PARKING	27	27
TOTAL		41

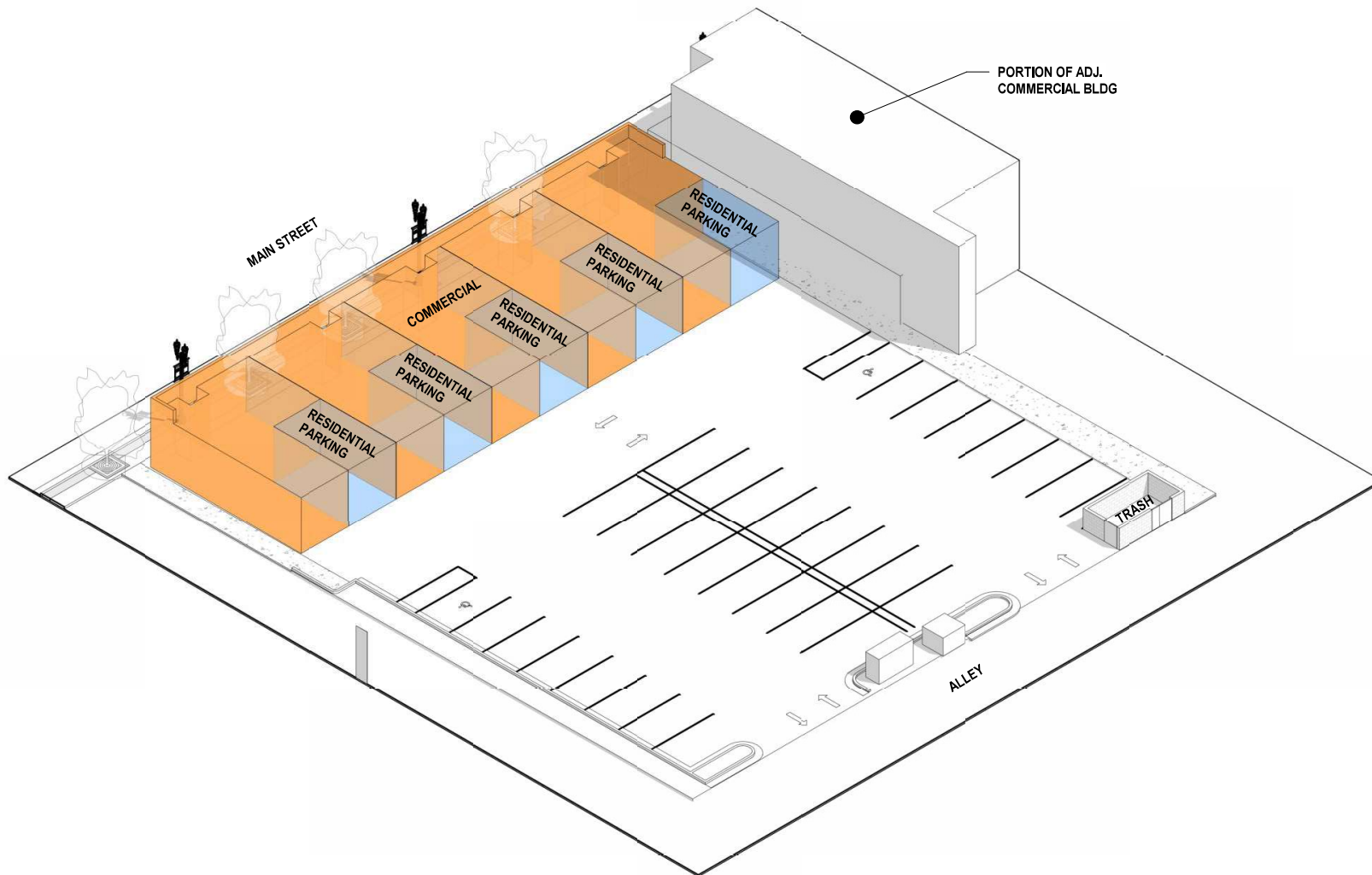




PROGRAM SPACES	AREA
BALCONY	1,360 SF
COMMERCIAL	2,431 SF
2-CAR GARAGE	2,531 SF
UNIT 3	860 SF
UNIT 4	860 SF
UNIT 5	861 SF
UNIT 1	1,497 SF
UNIT 2	1,354 SF
PROJECT GROSS SF	11,755 SF

PARKING COUNTS (A)	REQ'D	PROV'D
RESIDENTIAL GARAGE (1 / UNIT)	5	10
COMMERCIAL (1 / 1000) 2,266 SF	2	4
CITY OF LOUISVILLE - PARKING	27	27
TOTAL		41

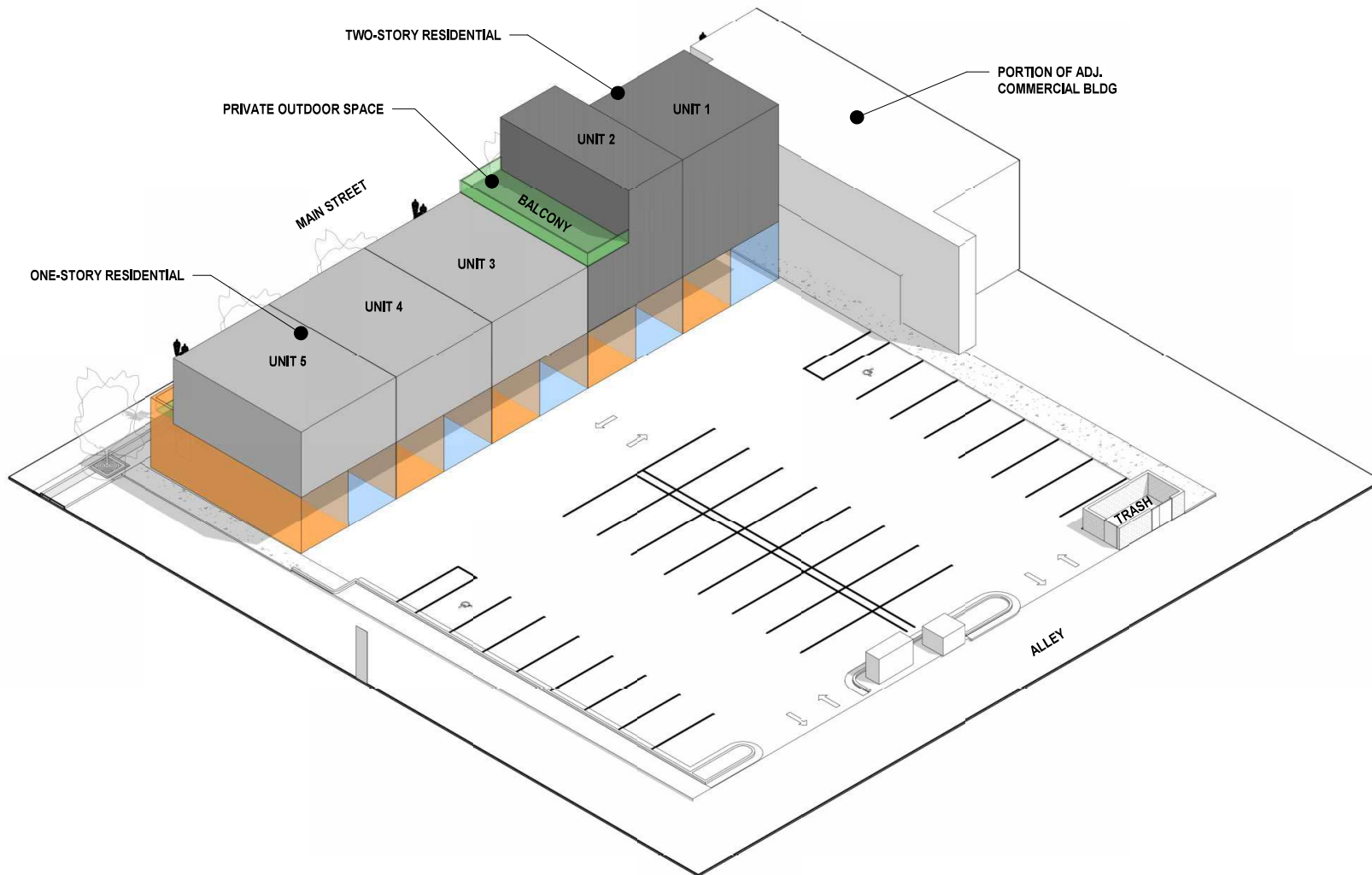




PROGRAM SPACES	AREA
BALCONY	1,360 SF
	1,360 SF
COMMERCIAL	3,694 SF
	3,694 SF
1-CAR GARAGE	1,268 SF
	1,268 SF
UNIT 3	860 SF
UNIT 4	860 SF
UNIT 5	861 SF
	2,581 SF
UNIT 1	1,497 SF
UNIT 2	1,354 SF
	2,851 SF
PROJECT GROSS SF	11,755 SF

PARKING COUNTS (B)	REQ'D	PROV'D
RESIDENTIAL GARAGE (1 / UNIT)	5	5
COMMERCIAL (1 / 1000) 2,266 SF	2	4
CITY OF LOUISVILLE - PARKING	27	27
TOTAL		36





PROGRAM SPACES	AREA
BALCONY	1,360 SF
	1,360 SF
COMMERCIAL	3,694 SF
	3,694 SF
1-CAR GARAGE	1,268 SF
	1,268 SF
UNIT 3	860 SF
UNIT 4	860 SF
UNIT 5	861 SF
	2,581 SF
UNIT 1	1,497 SF
UNIT 2	1,354 SF
	2,851 SF
PROJECT GROSS SF	11,755 SF

PARKING COUNTS (B)	REQ'D	PROV'D
RESIDENTIAL GARAGE (1 / UNIT)	5	5
COMMERCIAL (1 / 1000) 2,266 SF	2	4
CITY OF LOUISVILLE - PARKING	27	27
TOTAL		36



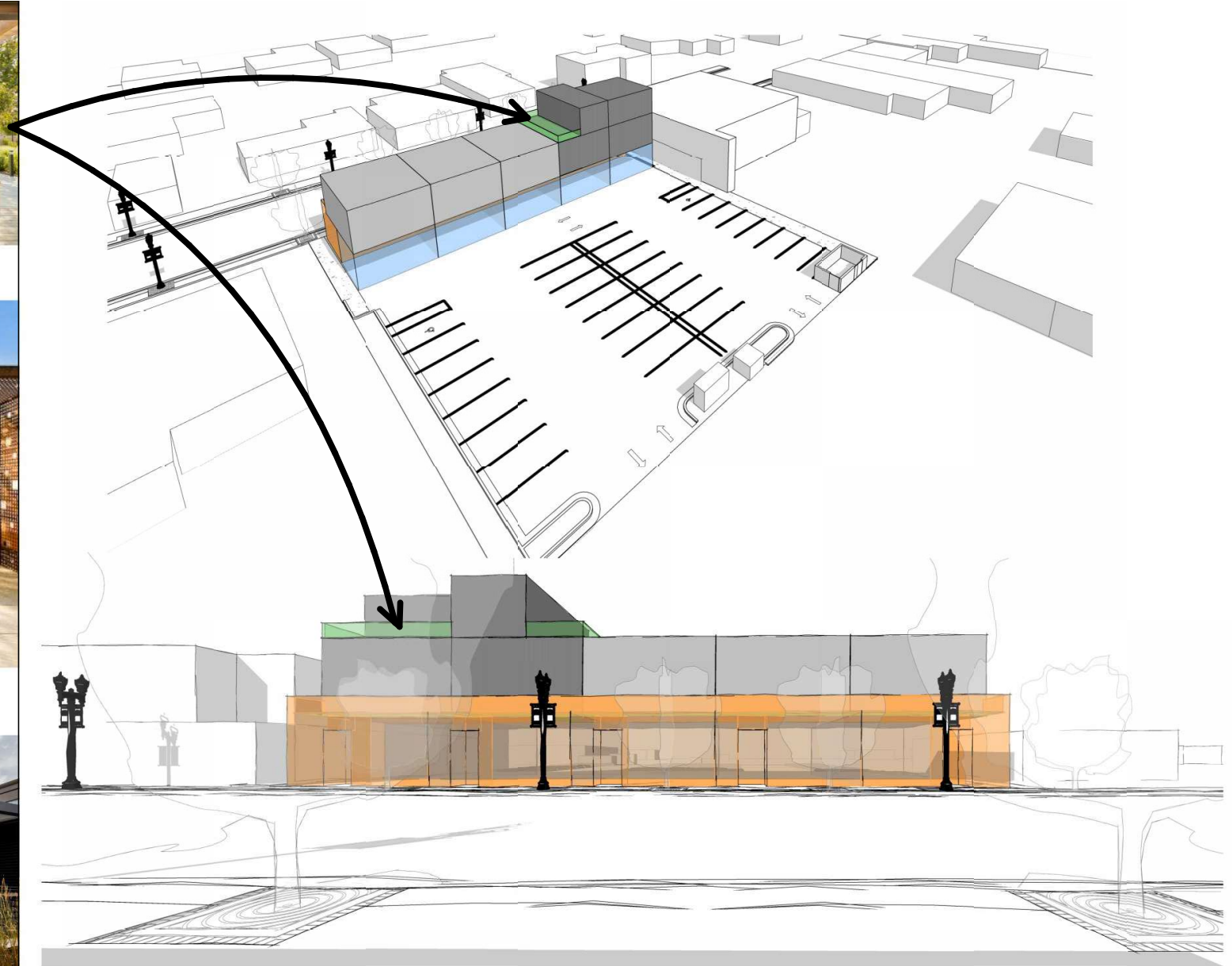


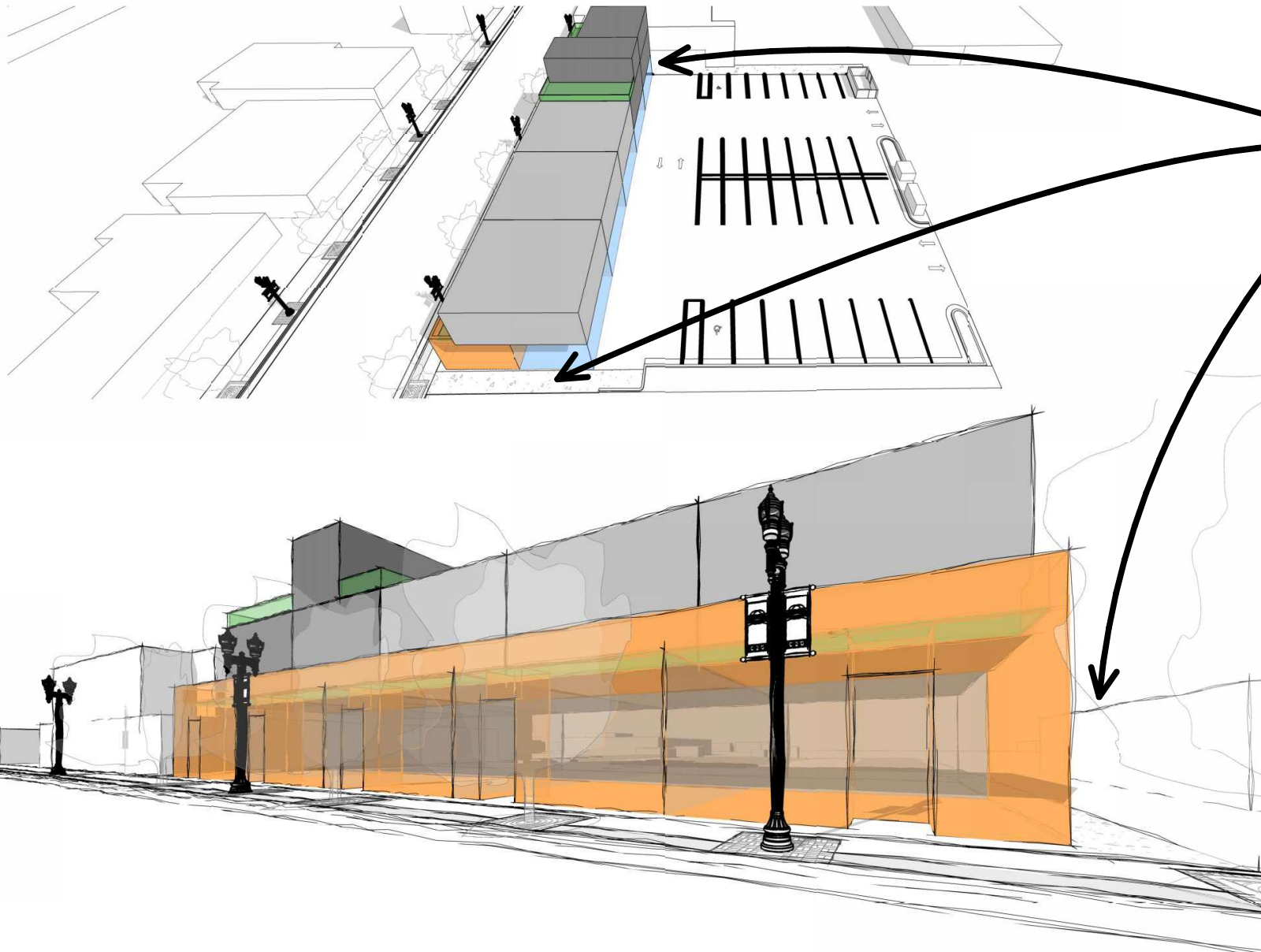
SEMI-PRIVATE OUTDOOR SPACES





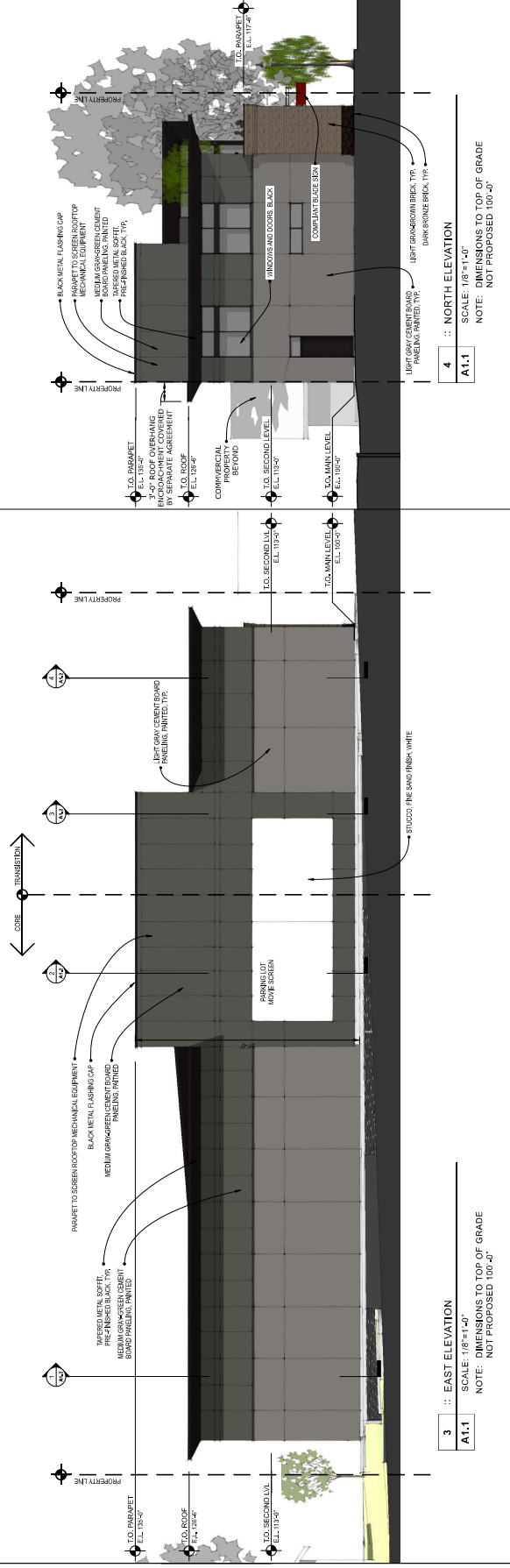
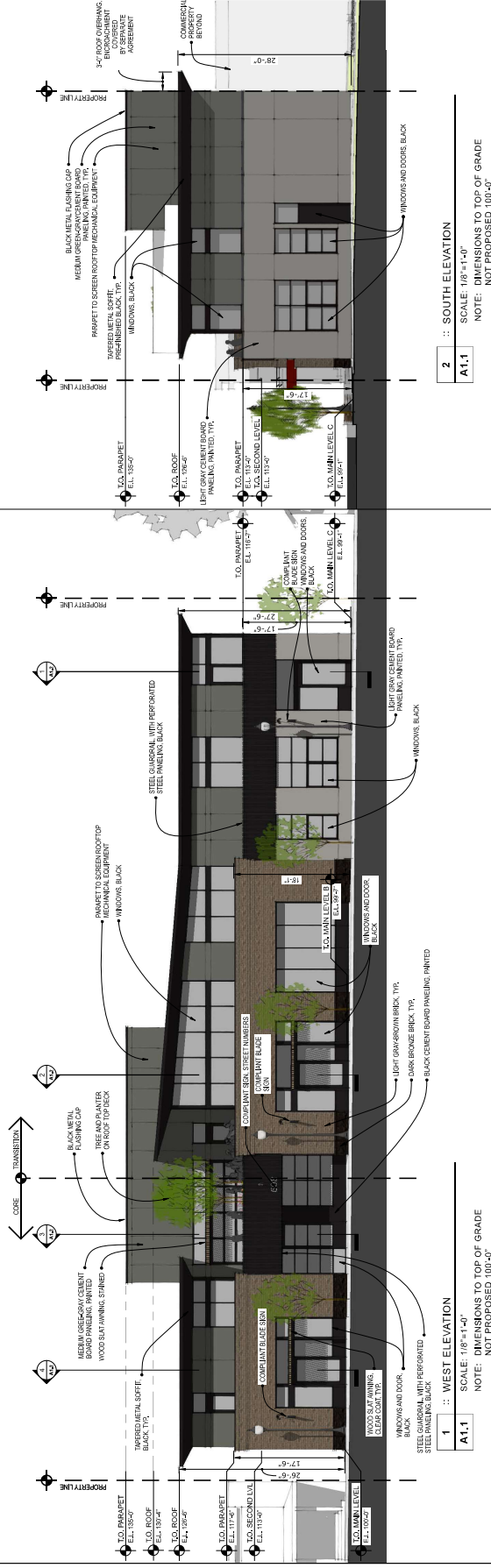
PAVILION - COMMON SPACE

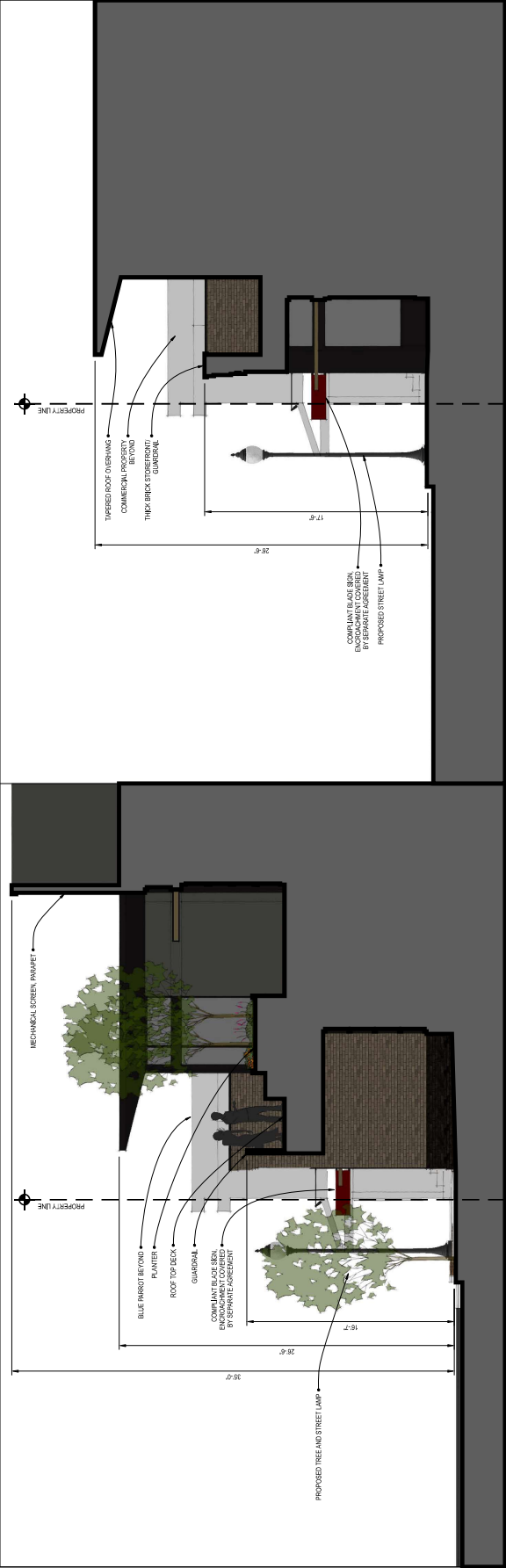




SEMI-COVERED WALKWAY







CONTRACT TO EXCHANGE REAL ESTATE

3rd day of January, 2018, THIS ~~7~~ CONTRACT is made and entered into this home rule municipal corporation, hereinafter referred to as "City", and **608 Studios, LLC**, a Colorado limited liability company, hereinafter referred to as "608 Studios".

WHEREAS, 608 Studios is the owner of certain real property located at 608 Main Street, Louisville, Colorado, a portion of which (the "Retained Property") is to be retained by 608 Studios, and a portion of which, as more particularly described below, is the subject of the proposed exchange under this Contract, which property is referred to below as the "608 Studios Property";

WHEREAS, the City is the owner of certain real property located at 612 and 624 Main Street, Louisville, Colorado, which real property is more particularly described herein and is referred to below as the "City's Property";

WHEREAS, the City desires to sell to 608 Studios, and 608 Studios desires to purchase from the City, the City's Property in exchange for the 608 Studios Property;

WHEREAS, 608 Studios desires to sell to the City, and the City desires to purchase from 608 Studios, the 608 Studios Property in exchange for the City's Property, with 608 Studios retaining all of its right, title, and interest in and to the Retained Property,

WHEREAS, 608 Studios intends to develop the City's Property and the Retained Property as a single parcel subject to a single PUD acceptable to 608 Studios in its discretion;

NOW, THEREFORE, for and in consideration of the promises, payment, covenants, and undertakings hereinafter set forth, and other good and valuable consideration, which is hereby acknowledged and receipted for, the City and 608 Studios agree as follows:

PROPERTY AND PURCHASE PRICE

1. City hereby agrees to purchase, and 608 Studios agrees to sell, on the terms and conditions set forth in this Contract, the following described real property and interests in real estate, hereinafter collectively referred to as the "608 Studios' Property", located in the County of Boulder, City of Louisville, Colorado, to wit:

Approximately the easterly 105 feet of Lot 8, Block 4, Town of Louisville, Colorado, totaling approximately 4,900 square feet.

2. 608 Studios hereby agrees to purchase, and City agrees to sell, on the terms and conditions set forth in this Contract, the following described real property and interests in real estate, hereinafter collectively referred to as the "City's Property", located in the County of Boulder, City of Louisville, Colorado, to wit:

Approximately the westerly 45 feet of Lots 9-10, Block 4, Town of Louisville, Colorado, excepting a portion of land described as follows:

Commencing at the northwest corner of said Lot 10, thence north 89° 11'06" east, along the north line of said Lot 10, a distance of 8.60 feet to a point on a west building face of an existing building and the Point of Beginning; thence continuing north 89° 11'06" east, along the north line of said Lot 10, a distance of 75.50 feet to a point on an east building face of said building; thence south 00° 52'31" east, along said east face of said building, a distance of 1.46 feet to the southeast corner of the said building; thence south 89° 07'29" west, along the south face line of the said building, a distance of 75.50 feet to the south west corner of the said building; thence north 00° 52'31" west, along a west face line of said building, a distance of 1.54 feet to the Point of Beginning.

totaling approximately 4,147 square feet.

Within five (5) days of the parties' mutual execution of this Contract, 608 Studios and City shall provide each other copies of any engineering, survey work, Improvement Survey Plat (ISP) or any environmental reports or documentation for the Property in such Party's possession. City or 608 Studios may at its sole expense contract for an ALTA engineering survey of the 608 Studios' Property or City's Property, sufficient to satisfy the requirements of the Title Company to delete the standard pre-printed exceptions from the title policy, as set forth in Paragraphs 5 and 6, below. The survey shall be certified by the surveyor to the City, 608 Studios and the Title Company. Each such survey must be acceptable to the City and 608 Studios in its sole discretion. If City or 608 Studios does not notify the other in writing at least thirty (30) days prior to closing that the survey is unacceptable, then the survey shall be deemed acceptable. The surveyed legal descriptions for the Property shall be appended to this Agreement once prepared. City or 608 Studios may require that at closing convey the Property by either or both of the legal descriptions contained in the title commitment or in the final survey.

3. This contract is for an exchange of parcels of real estate of that the Parties agree are of equal value. Due to the nature of the exchange transaction, by and between 608 Studios and the City as described herein, each of the respective Parties (at different times and with respect to the different property currently owned or controlled by each Party) will be acting as both a seller and purchaser during the course and term of the Agreement. As a result, each of City and 608 Studios may herein be generically referred to as Seller or Purchaser in those portions of the Agreement where the applicable obligations of each Party are the same depending on whether such Party is at that time, acting in the stated capacity as a seller or a purchaser of the applicable property.

NO ASSIGNMENT

4. 608 Studios shall not assign 608 Studios' rights and obligations hereunder without City's prior written consent, except that 608 Studios may assign its rights and obligations hereunder to another entity controlled by Eric D. Fowles. City shall not assign City's rights and obligations hereunder without 608 Studios' prior written consent.

TITLE, RESERVATIONS, AND CLOSING

5. Within fifteen (15) days of mutual execution of this Contract:

a. 608 Studios shall furnish to City, at 608 Studios' expense, a current ALTA form title insurance commitment insuring the City's ownership of a fee simple interest in the 608 Studios' Property. The commitment shall be issued by the Title Company or other title insurance company which maintains an office in Boulder County and which is authorized to do business in the State of Colorado, to insure the City's ownership of the City's Property in an amount of \$245,000.00. The title insurance commitment shall be on a form acceptable to City and shall include copies of all documents identified in the schedule of exceptions. 608 Studios shall have a title insurance policy delivered to City as soon as practicable after closing, and 608 Studios shall pay the premium at closing.

b. 608 Studios shall furnish to City, at 608 Studios' expense, true copies of all leases, surveys, inspection results or other reports in 608 Studios' possession pertaining to the Property, and shall disclose in writing to City all easements, liens, leases, licenses, or other matters not shown by the public records pertaining to the Property known by or to 608 Studios.

c. City shall furnish to 608 Studios, at City's expense, a current ALTA form title insurance commitment insuring the 608 Studios' ownership of a fee simple interest in the City's Property. The commitment shall be issued by the Title Company or other title insurance company which maintains an office in Boulder County and which is authorized to do business in the State of Colorado, to insure the 608 Studios' ownership of the 608 Studios' Property in an amount of \$245,000.00. The title insurance commitment shall be on a form acceptable to 608 Studios and shall include copies of all documents identified in the schedule of exceptions. City shall have a title insurance policy delivered to 608 Studios as soon as practicable after closing, and City shall pay the premium at closing.

d. City shall furnish to 608 Studios, at City's expense, true copies of all leases, surveys, inspection results or other reports in City's possession pertaining to the City's Property, and shall disclose in writing to 608 Studios all easements, liens, leases, licenses, or other matters not shown by the public records pertaining to the City's Property known by or to City.

6. Title to the relevant Property shall be merchantable in each Party as Seller. Each Party as Seller shall execute an affidavit concerning any mechanic's liens. Each Party as Seller, at no more than nominal expense, and subject to the other Party as Buyer being responsible for all costs of surveys, shall take all other steps necessary to obtain the deletion of the standard pre-printed exceptions found in the title commitment.

7. Each Party as Buyer shall have the right to inspect the Title Documents and the information provided by the other Party as Seller pursuant to Paragraph 5, and to conduct such other reviews as it deems necessary to determine the state of title to the relevant Property. Should title not be merchantable, or should the title commitment include any exceptions which are not acceptable to a Party as Buyer (even though such additional exceptions would not make the title unmerchantable),

a written notice of the defects shall be given to the other Party as Seller by such Party as Buyer at least thirty (30) days prior to closing and the other Party as Seller shall use reasonable efforts at no more than nominal expense to correct said defects prior to the date of closing. If Party as Seller fails to correct any or all such defects prior to closing, the other Party as Buyer, at its option, may complete the transaction notwithstanding the uncorrected defects or may, upon written notice to the Party as Seller, declare this Contract terminated, whereupon all things of value received hereunder shall be immediately returned to the Party that provided them, and both Parties shall be released from this Agreement.

8. The Parties obligations to close are expressly conditioned upon 608 Studios receipt of a Final Planned Unit Development (the "Final PUD") Plan approval for the City's Property and the Retained Property (collectively, the "Development Property") containing approvals, permits and assurances acceptable to 608 Studios in its discretion (a "Final PUD"). The Parties agree the Final PUD, or other appropriate agreements, will establish mutually agreed upon provisions for access, utilities, and other services upon the Development Property and adjoining parcels being retained by the Parties. The Final PUD shall be recorded at Closing after delivery to 608 Studios of the deed for the City's Property. The Final PUD shall not encumber the City's Property prior to closing. In the event 608 Studios does not receive the Final PUD with respect to the Development Property within 365 days from date of this Agreement, then this contract will terminate and both Parties shall be released from all liability and obligations hereunder. 608 Studios acknowledges and agrees that land use approvals are subject to the legislative, quasi-judicial and/or administrative discretion of the City Council of the City of Louisville. 608 Studios acknowledges and agrees that no representations or assurances of any zoning or land use approvals respecting the City's Property have been or will be made by the City, or have been or will be relied upon by 608 Studios.

9. The date and time of closing shall be within One Hundred Twenty days from the latest to occur of (i) approval of a Final PUD for the Development Property; (ii) demolition and removal of improvements upon the City's Property which shall be completed by the City at the City's sole expense or such earlier date and time as may be set by mutual written agreement of the parties, (iii) demolition and removal of improvements upon the 608 Studios Property which shall be completed by 608 Studios at 608 Studios' sole expense or such earlier date and time as may be set by mutual written agreement of the parties. The place of closing shall be the offices of the Title Company or such other place as may be designated by mutual agreement of the parties.

- a. 608 Studios shall keep all utilities associated with the original property located at 608 Main Street, including, but not limited to the water and sewer lines and taps, electrical service, internet and phone providers, etc. Any development of the Development Property, and the Final PUD, shall provide that all existing water taps, which serve any portion of the City's Property and Retained Property, and which 608 Studios shall have the right to relocate within the City's Property and Retained Property at 608 Studio's sole expense, shall remain available for future use on the City's Property and Retained Property without further tap fee cost to 608 Studios; however, any additional water taps required for the development of the Development Property or the Final PUD shall be provided to 608 Studios by City in accordance with the City's then-current ordinances related to new required tap fees, including payment of then-applicable tap fees. The provisions of this Section shall survive Closing.

- b. 608 Studios shall be responsible for paying the parking improvement fee in-lieu for the required number of parking spaces associated with the development described in the Final PUD in accordance with Section 17.20.025 of the Louisville Municipal Code. The City agrees that 608 Studios' parking improvement fee in-lieu payments shall be paid at the rate established pursuant to Section 17.20.025 in effect when payment is owed, or at the rate of \$7,500 per parking space, whichever is less. The foregoing provision applies solely to parking improvement fee in-lieu payments paid prior to June 30, 2018. The provisions of this Section shall survive Closing.

10. The Parties shall sign and complete all customary or required documents at or before closing. Settlement sheets for the closing shall be furnished by the Title Company to the Parties at least three (3) working days before the date set for closing. Costs and fees for real estate closing and settlement services shall be paid at closing fifty percent by each Party.

11. Any encumbrance required to be paid by any Party as Seller shall be paid at or before the time of closing from the proceeds of this transaction or from any other source. All real property taxes levied against the 608 Studios Property or the City's Property respectively, if any, and all water, sewer and other utility charges, and all other regular expenses, if any, affecting the 608 Studios Property or the City's Property, respectively shall be paid or shall be prorated as of 11:59 p.m. on the day preceding the closing based upon the most recent assessments and mill levy and shall be final. For purposes of calculating prorations, the Party that owned the relevant property prior to closing shall be deemed to be in title to the Property and therefore entitled to the income and responsible for the taxes, charges and expenses, for the entire day upon which the Closing occurs. Except as expressly provided herein, all proration adjustments shall be final as of the date of closing. Any apportionments which are not expressly provided for herein shall be made in accordance with customary practice in Boulder, Colorado.

12. At the time of closing and upon compliance by each Party as Buyer with the terms and provisions of this Contract, the other Party as Seller shall deliver:

- a. A good and sufficient general warranty deed in a form acceptable to Buyer, properly executed and acknowledged, conveying the Property free and clear of all liens, tenancies, and encumbrances except those set forth in Paragraphs 6.a. and b. above;
- b. All instruments, certificates, affidavits, and other documents necessary to satisfy the requirements listed on Schedule B-1 of the title commitment;
- c. An update of the title commitment, at Seller's expense, showing title to the Property to be subject only to the permitted exceptions determined by Paragraphs 5-7, above.
- d. A certification that the representations and warranties of Seller pursuant to Paragraph 15 continue to be true and correct as of the date of closing;

e. Seller's closing costs and any other documents required by this Contract to be delivered by Seller to the Title Company or reasonably required by Buyer or the Title Company in connection herewith.

13. Possession of the Property shall be delivered on the date and time of closing.

14. Time is of the essence hereof. Accordingly, if a Party is in default in any material respect to the terms of this Contract, the other Party may elect to treat this Contract as terminated, in which case all other things of value received hereunder shall be immediately returned to the Parties, or the non-defaulting Party may elect to treat this Contract as being in full force and effect and shall have the right to an action for specific performance or damages, or both. Anything to the contrary notwithstanding, in the event of any litigation or arbitration arising out of this Contract, the court may award to the prevailing party all reasonable costs and expenses, including reasonable attorneys' fees.

REPRESENTATIONS AND WARRANTIES

16. Each Party as Seller, hereby represents for the benefit of the other Party as Buyer, that as of the date of the signing of this Contract:

a. Seller has received no actual notice of, and has no other knowledge of, any litigation, claim or proceeding, pending or currently threatened, which in any manner affects the Property;

b. Seller has received no actual notice, and has no other knowledge of, any current, existing violations of any federal, state or local law, code, ordinance, rule, regulation, or requirement affecting the Property;

c. Seller has the full right, power and authority to transfer and convey the Property to the Buyer as provided in this Contract and to carry out the Seller's obligations under this Contract;

e. To the best of Seller's knowledge, Seller has not entered into any agreements with any private persons or entity or with any governmental or quasi-governmental entity with respect to the Property that may result in liability or expenses to Buyer upon the Buyer's acquisition of all or any portion of the Property;

f. Seller has received no actual notice of any special assessments proposed as to the Property;

g. To the best of Seller's knowledge, the execution and delivery of this Contract and the performance of all of the obligations of the Seller thereunder will not result in a breach of or constitute a default under any agreement entered into by the Seller or under any covenant or restriction affecting the Property;

h. To the best of Seller's knowledge, Seller has not granted or created, and has no knowledge of any third parties who may have the right to claim or assert, any easement, right-of-way or claim of possession not shown by record, whether by grant, prescription, adverse possession or otherwise, as to any part of the Property except those roadways, if any, which are in place as of the date of execution hereof;

i. To the best of Seller's knowledge, no part of the Property has ever been used as a landfill, and no materials, including without limitation, asbestos, PCB's or other hazardous substances have ever been stored or deposited upon the Property which would under any applicable governmental law or regulation require that the Property be treated or materials removed from the Property prior to the use of the Property for any purpose which would be permitted by law but for the existence of said materials on the Property;

j. To the best of Seller's knowledge, no underground storage tank, as that term is defined by federal statute or Colorado statute, is located on the Property which under applicable governmental law or regulation is required to be upgraded, modified, replaced, closed or removed;

k. Seller has received no actual notice from any oil company or related business, of any intention to conduct operations for the drilling of any oil or gas well on the Property, whether such notice is in the form of a "thirty day notice" under the rules of the Oil and Gas Conservation Commission of the State of Colorado, a notice to commence earthwork for drilling operations, a notice for the location of access roads, or any other notice of any kind related to the conduct of operations for such drilling;

l. There are no leases, tenancies or rental or storage agreements relating to the Property or any part thereof which cannot be terminated by Seller on or prior to the date of closing; and

m. To the best of Seller's knowledge, the Property is not subject to any prior or preemptive rights of purchase, any rights of first refusal or any similar rights.

Each Party as Seller shall at the time of closing certify in writing to the other Party as Buyer that the foregoing representations and warranties remain true and correct as of the date of closing, or the relevant Party as Seller shall certify which representations and warranties no longer remain true and correct. With respect to Paragraph 16, the phrase "to the best of Seller's knowledge" shall mean, with respect to 608 Studios, shall mean the actual knowledge of Eric Fowles and, with respect to the City, shall mean the actual knowledge of Economic Development Director Aaron M. DeJong or the City Manager, Malcolm Fleming, in each case without any obligation of further inquiry.

INSPECTION

17. Each Party as Buyer, at all times during the term of this Contract, shall have access to the other Party's Property for the purpose of conducting tests, studies, and surveys thereon,

including without limitation, soil and subsoil tests. Each Party as Buyer may have performed at its option and/or expense the following inspections:

- a. Soil and percolation tests;
- b. Inspections of the Property including the land and the interior/exterior of all structures and improvements, and inspection for asbestos, PCB's, underground tanks, or other hazardous substances; and
- c. Any other tests and/or studies deemed necessary by Buyer which do not materially damage the Property, including but not limited to an environmental assessment.
- d. Buyer shall be responsible for all claims and liability for damages, loss or expenses caused by, or any injury or death to any person or damage to property, including to the Property itself, which is connected with or results from the entry upon the Property by Buyer its employees, contractors or agents, for the inspections permitted herein, unless caused by the sole negligence of Seller.

The environmental assessment and other inspections of the Property must be satisfactory to each Party as Buyer in its sole discretion. If such an assessment or inspection is not satisfactory to either Party as Buyer, a written notice of inspection defects shall be given to the other Party as Seller by such Buyer at least thirty (30) days prior to closing and such Seller shall use reasonable efforts at no more than nominal expense to correct said defects at such Seller's expense prior to the date of closing. If such Seller fails to correct any or all such defects prior to closing, the other Party as Buyer, at its option, may complete the transaction notwithstanding the uncorrected defects or may terminate this Contract as provided in Paragraph 19.

18. Each Party as Buyer shall promptly provide to the other Party as Seller copies of the reports and results of all such tests, inspections, and studies following the receipt of same by such Buyer. Any inspections conducted by such Buyer shall not mitigate or otherwise affect the representations and warranties, as set forth herein.

19. In addition to all other rights and remedies of each Party as Buyer and Seller as set forth and provided for in this Contract, each Party as Seller agrees that the other Party as Buyer shall have the right to terminate this Contract and to make the same of no further force and effect:

- a. If the representations and warranties of the Seller as set forth and provided for in Paragraph 15 above are not true and correct as of the date of the closing of this transaction; or
- b. If Buyer determines, in its sole discretion, that the cost to manage, treat, abate, or remove any hazardous substances found on the Property is uneconomical as a result of any conditions disclosed by inspections conducted hereunder; or

- c. If any part of the Property is condemned, or if proceedings for such condemnation are commenced or notice of condemnation is received by Seller from a condemning authority other than Buyer prior to the date of closing on the Property; or
- d. If Buyer determines in its sole discretion, and based on any inspections conducted pursuant to Paragraph 17, that there exists a unsatisfactory physical condition of the Property; or
- e. In the event any action whatsoever is commenced by the third party to defeat or enjoin the Buyer's performance under this Contract (except that such action cannot be commenced by Buyer); or
- f. If either Party as Buyer elects to terminate the Contract pursuant to Paragraph 19, such Buyer shall provide written notice to the other Party as Seller declaring this Contract terminated, whereupon all things of value received hereunder shall be immediately returned to such Buyer, and both Parties shall be released from this Agreement. Each Party as Buyer shall exercise its rights to terminate under Paragraphs 19.b and 19.d, if at all, at least twenty (20) days prior to closing. Either Party as Buyer may exercise its rights to terminate under Paragraphs 19.a, 19.c and 19.e at any time prior to closing.

REAL ESTATE COMMISSION

21. Neither party has engaged the services of any real estate agent or broker, and no commission is owed by either party in this transaction.

608 STUDIOS' PROPERTY NOT SUBJECT TO LEASE

22. 608 Studios agrees that all leaseholds interests in any portion of the 608 Property shall be terminated prior to Closing. 608 Studios agrees that 608 Studios shall be solely responsible for and shall indemnify and protect the City from and against any liabilities or claims relating to such leases of 608 Studios' Property. The City agrees that all leaseholds interests in a portion of the City's Property shall be terminated prior to Closing. The City agrees that the City shall be solely responsible for and shall, to the extent allowed by law, indemnify and protect 608 Studios from and against any liabilities or claims relating to such leases of the City's Property.

NO DEVELOPMENT

23. Each of 608 Studios and City agrees that during the term of this Contract and through the date of delivery of possession of the Party's Property to the other Party, neither 608 Studios nor City shall develop such Party's Property in any manner, including without limitation, constructing any additional improvements or structures on such Party's Property, leasing mineral rights for the Property, or disturbing the surface of the Property except for routine maintenance. In no event shall this prohibition to develop continue beyond the earlier of: a) the termination of this Contract by either party; or b) the date of closing as provided for in paragraph 9 hereof.

TAX CONSEQUENCES

24. Seller acknowledges that neither the Buyer, nor any of its agents or attorneys have made any representations as to the tax treatment to be accorded to this Contract or to any proceeds thereof by the Internal Revenue Service under the Internal Revenue Code or by the tax officials of the State of Colorado under Colorado tax law.

AGREEMENT TO SURVIVE CLOSING

25. The parties hereto agree that, except for such of the terms, conditions, covenants, and agreements hereof which are, by their very nature fully and completely performed upon the closing of the purchase-sale transaction herein provided for, all of the terms, conditions, representations, warranties, covenants, and agreements herein set forth and contained, shall survive the closing of any purchase-sale transaction herein provided for and shall continue after said closing to be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

NOTICE

26. Whenever notice is required to be given hereunder, it shall be in writing and delivered to the party entitled thereto or mailed to the party entitled thereto, by hand delivery, e-mail or certified mail, return receipt requested. If delivered, said notice shall be effective and complete upon delivery. If e-mailed, said notice shall be effective upon receipt as evidenced by sender's transmission receipt. If mailed, said notice shall be effective and complete three (3) days after mailing. Until changed by notice in writing, notice shall be given as follows:

To the City:	City Manager City of Louisville 749 Main Street Louisville, CO 80027 e-mail: malcolmf@louisvilleco.gov
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To Studio 608:	608 Studios, LLC 625 Fairfield Lane Louisville, CO 80027 Attention: Eric D. Fowles e-mail: ericfowles@me.com
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MISCELLANEOUS

28. This Contract constitutes the entire understanding between 608 Studios and the City with respect to the subject matter, may be amended only in writing by all parties, and are binding upon the agents, personal representatives, heirs, lessees, assigns, and all other successors in interest to the parties.

29. If any provision of this Contract is held to be illegal, invalid, or unenforceable under present or future laws, such provision shall be fully severable.

30. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute one and the same agreement.

31. The validity and effect of this Agreement shall be determined in accordance with the laws of the State of Colorado.

32. City's obligations hereunder are expressly conditioned upon adoption by the City Council of the City of Louisville of an ordinance authorizing the purchase of the Property. In the event such ordinance is not adopted and effective prior to closing, this Contract shall terminate, all earnest money shall be returned to City, and both parties shall be released from all liability and further obligations hereunder.

33. The undersigned signatory of 608 Studios represents and warrants that it has been duly authorized to execute this Agreement on behalf of 608 Studios and has full power and authority to bind 608 Studios to the provisions hereof.

34. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado. The parties agree that venue for any action concerning or relating to this Agreement shall be the Boulder County District Court.

35. Special Taxing Districts Disclosure **SPECIAL TAXING DISTRICTS MAY BE SUBJECT TO GENERAL OBLIGATION INDEBTEDNESS THAT IS PAID BY REVENUES PRODUCED FROM ANNUAL TAX LEVIES ON THE TAXABLE PROPERTY WITHIN SUCH DISTRICTS. PROPERTY OWNERS IN SUCH DISTRICTS MAY BE PLACED AT RISK FOR INCREASED MILL LEVIES AND EXCESSIVE TAX BURDENS TO SUPPORT THE SERVICING OF SUCH DEBT WHERE CIRCUMSTANCES ARISE RESULTING IN THE INABILITY OF SUCH A DISTRICT TO DISCHARGE SUCH INDEBTEDNESS WITHOUT SUCH AN INCREASE IN MILL LEVIES. CITY AND 608 STUDIOS SHOULD INVESTIGATE THE DEBT FINANCING REQUIREMENTS OF THE AUTHORIZED GENERAL OBLIGATION INDEBTEDNESS OF SUCH DISTRICTS, EXISTING MILL LEVIES OF SUCH DISTRICT SERVICING SUCH INDEBTEDNESS, AND THE POTENTIAL FOR AN INCREASE IN SUCH MILL LEVIES.**

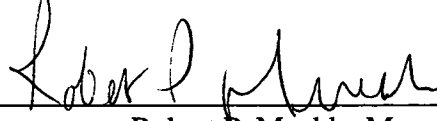
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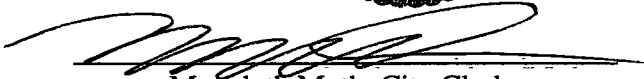
IN WITNESS WHEREOF, 608 Studios and City have executed this Contract on the dates stated in their respective acknowledgements intending that this Contract be effective as of the day and year first above set forth.



ATTEST:

CITY OF LOUISVILLE, COLORADO,
a Colorado Home Rule Municipal Corporation

By: 
Robert P. Muckle, Mayor


Meredyth Muth, City Clerk

Acknowledgment

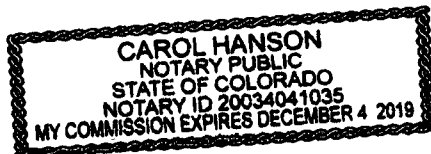
STATE OF COLORADO)
)ss
COUNTY OF BOULDER)

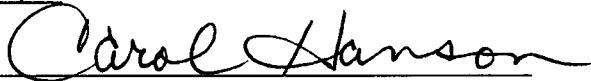
The foregoing instrument was acknowledged before me this 3rd day of January, 2018, by Robert P. Muckle, Mayor of the City of Louisville.

Witness my hand and official seal.

My commission expires on: 12-4-2019

(SEAL)




Notary Public
749 Main St.
Address
Louisville, CO 80027

608 STUDIOS, LLC,
a Colorado limited liability company

By: [Signature]
Eric D. Fowles, Member

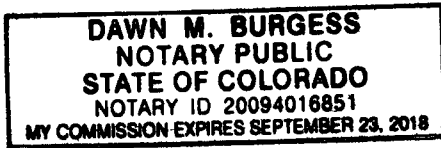
Acknowledgment

STATE OF COLORADO)
)ss
COUNTY OF BOULDER)

The foregoing instrument was acknowledged before me this 9th day of January, 2017, by Eric D. Fowles, as Member of 608 Studios, LLC a Colorado limited liability company, on behalf of the company

Witness my hand and official seal.

My commission expires on: 9/23/2018



(SEAL)

[Signature]
Notary Public

749 Main St
Address

Louisville, CO 80027

City Council Public Hearing

March 4, 2025

Voltage Concept Plan



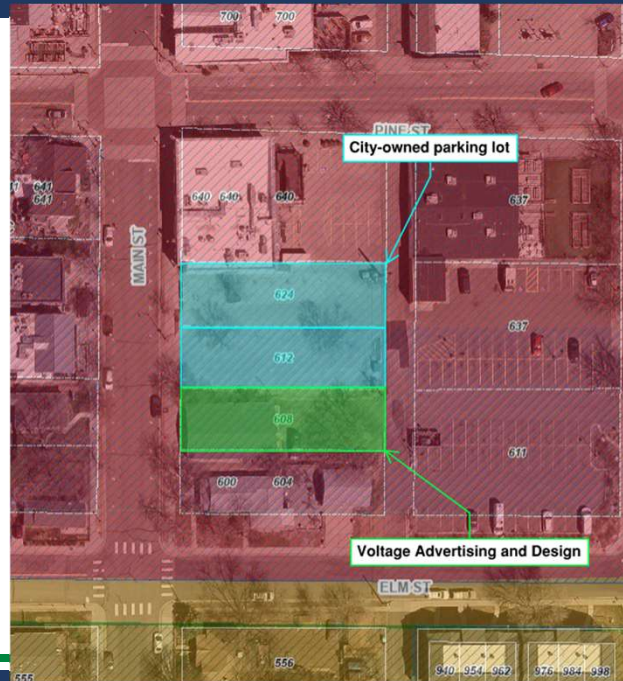
Voltage Concept Plan

- The Concept Plan Review provides an opportunity for an applicant to solicit comments from the City Council in the early stages of the development process.
 - The City Council is not required to provide specific feedback on a Concept Plan application and a consensus or majority vote will not be taken
 - All comments provided by the City Council are advisory in nature and are not binding on the City Council.
 - No other boards or commissions have commented on or reviewed this proposal.



Voltage Concept Plan

- .46-acre collection of properties located in Downtown Louisville within the Commercial Community Zoning District
- 608 Main Street is privately-owned with an existing office building.
- 612 and 624 Main Street owned by the City of Louisville, improved with 24 public parking spaces



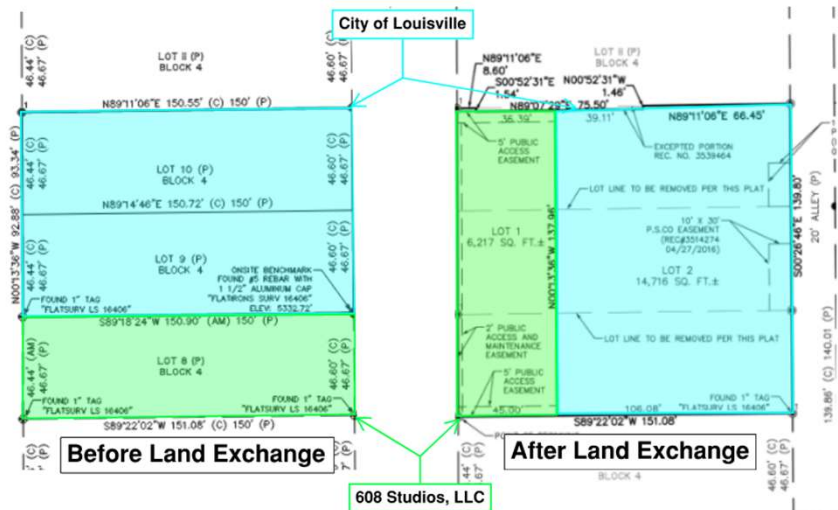
Site History

- City-owned parking lots purchased from the Blue Parrott to provide public parking
- Voltage PUD and Plat approved in 2017
- Included a land exchange
- Permits never pulled, PUD approval lapsed in 2020



Site History

- Land exchange allowed for a reconfiguration of property boundaries.
- Plat never recorded



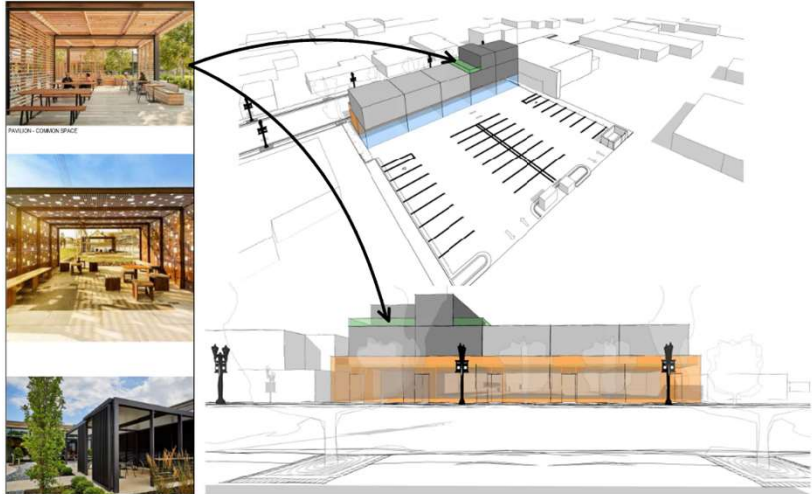
Voltage Concept Plan

- New land exchange agreement
- Option 1: mixed-use building with 10 residential units, ground floor commercial, full property build-out with podium building design over public parking area.



Voltage Concept Plan

- New land exchange agreement
- Option 2: applicant's preferred concept. 5 dwelling units in a live-work configuration. Similar to original PUD approval



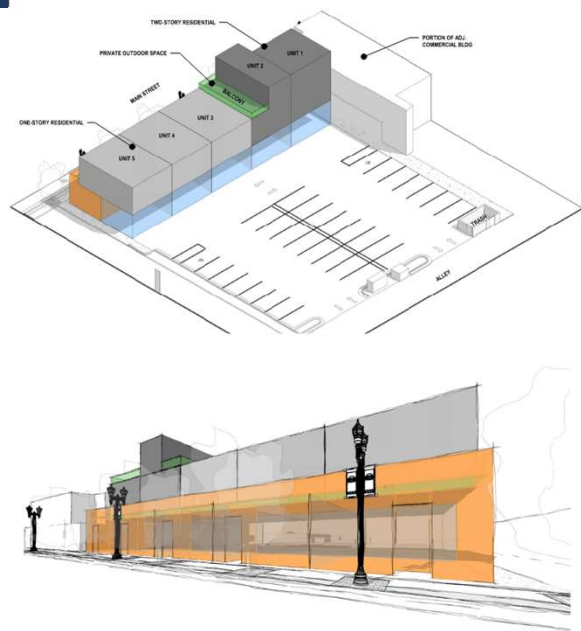
Applicable Regulations and Policies

- Design Handbook for Downtown Louisville
- Title 17 of the Louisville Municipal Code
- Title 16 of Louisville Municipal Code
- Adopted, city-wide plans including:
 - Comprehensive Plan
 - Louisville Housing Plan



Key Issues to Consider

- **Land Exchange:** To develop the project as proposed (Option 1 & Option 2), a new land exchange agreement will be necessary. The agreement will need to address issues surrounding the public parking element of the development and private access through the public parking to the residential parking.



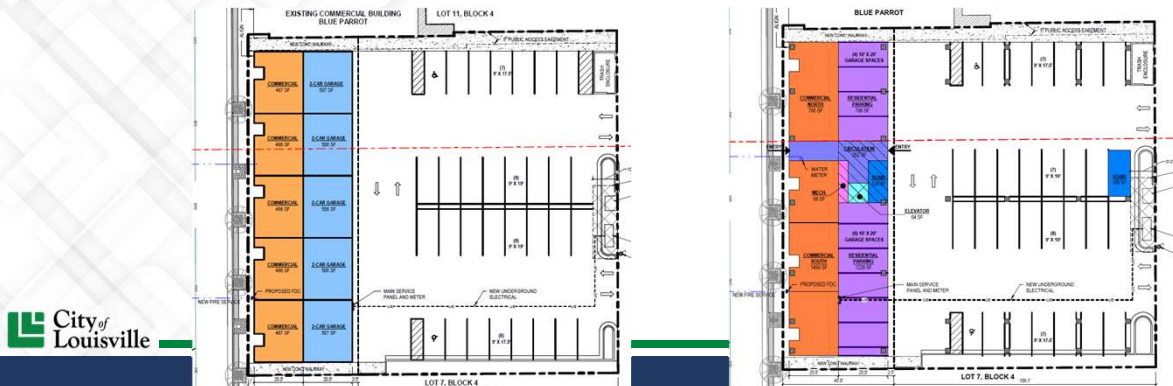
Key Issues to Consider

- **Special Review Use:** Residential uses in the C-C zoning district are allowed with an approved Special Review Use (SRU). Live-work is automatically allowed within any areas of the portion of Downtown covered by the Commercial Community (CC) zone district approved for residential use. A SRU shall satisfy the review criteria of [LMC Sec. 17.40.100](#) to ensure that the proposed use is compatible with the location and surrounding land uses.



Key Issues to Consider

- **Parking Fee in Lieu:** The applicant may pursue a request to reduce the number of required on-site parking spaces. A request to reduce on-site parking in Downtown Louisville may be considered with payment into the Downtown Parking Improvement Fund.
- A new State law prohibits the City from applying minimum parking standards to multi-family development unless the local jurisdiction finds that not having parking would have a substantial negative impact ([HB24-1304](#)).



Voltage Concept Plan

- Subsequent Land Use Process
 - Final Plat and PUD
 - Land exchange agreement
- Staff have not made a recommendation on this Concept Plan
- The City Council may provide non-binding, advisory feedback to the applicant