

City Council

Agenda

Tuesday, September 3, 2023
Council Chambers
749 Main Street
5:30 PM

Members of the public are welcome to attend and give comments remotely; however, the in-person meeting may continue even if technology issues prevent remote participation.

- You can call in to +1 719 359 4580 or 877 853 5247 (toll free)
Webinar ID #876 9127 0986.
- You can log in via your computer. Please visit the City's website here to link to the meeting: www.louisvilleco.gov/council

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

1. CALL TO ORDER & ROLL CALL

2. PLEDGE OF ALLEGIANCE

3. APPROVAL OF AGENDA

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

Public comments are limited to 3 minutes per speaker. When several people wish to speak on the same position on a given item, Council requests they select a spokesperson to state that position.

5. CONSENT AGENDA

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

A. Approval of Bills

Citizen Information

If you wish to speak at the City Council meeting in person, please fill out a sign-up card and present it to the City Clerk at the meeting; if you are attending remotely, please use the "raise hand" icon to show you wish to speak in public comments.

Persons planning to attend the meeting who need sign language interpretation, translation services, assisted listening systems, Braille, taped material, or special transportation, should contact the City Clerk's Office (303.335.4536 or 303.335.4574) or ClerksOffice@LouisvilleCO.gov. A forty-eight-hour notice is requested.

Si requiere una copia en español de esta publicación o necesita un intérprete durante la reunión del Consejo, por favor llame a la Ciudad al 303.335.4536 o 303.335.4574 o email ClerksOffice@LouisvilleCO.gov.

- B. Resolution 40, Series 2024, a Resolution Approving Assignments of Detention Pond Maintenance and License Agreement and Maintenance and License Agreement for the DELO Subdivision

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

7. CITY MANAGER'S REPORT

8. REGULAR BUSINESS

- A. **ORDINANCE NO. 1882, SERIES 2024, AN ORDINANCE AMENDING LOUISVILLE MUNICIPAL CODE CHAPTERS 2.20 AND 4.02, CONCERNING THE QUASI-JUDICIAL ROLES OF THE OPEN SPACE ADVISORY BOARD AND THE PARKS AND PUBLIC LANDSCAPING ADVISORY BOARD - 1ST READING AND SET PUBLIC HEARING FOR SEPTEMBER 17, 2024**

- Introduction
- Action

- B. **ORDINANCE NO. 1883, SERIES 2024, AN ORDINANCE AMENDING THE MUNICIPAL CODE TO REQUIRE RESTAURANTS TO OFFER HEALTHY BEVERAGES IN CHILDREN'S MEALS - 1ST READING AND SET PUBLIC HEARING FOR SEPTEMBER 17, 2024**

- Introduction
- Action

- C. **DISCUSSION/DIRECTION – COMPLIANCE WITH COLORADO SENATE BILL HB23-290 REGARDING NATURAL MEDICINE REGULATION AND LEGALIZATION**

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

- D. **AFFIRMATION OF COMPREHENSIVE PLAN VISION STATEMENT AND CORE VALUES**

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

E. DISCUSSION / DIRECTION – 2025-2026 BIENNIAL BUDGET

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

9. CITY ATTORNEY'S REPORT

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

11. ADJOURN

ITEMS TENTATIVELY SCHEDULED FOR REGULAR MEETING 9/17/24.

This list is not inclusive; items are subject to change; additional items may be added.

- 2025-2027 Mowing and Landscape Maintenance Contract
- Custodial Services Contract
- CCGC Food & Beverage Contract
- Lumen Technologies Contract
- Adler-Fingru Easement Approval
- Resolution(s) regarding ballot issues
- 917 Rex Landmark and Grant
- Discussion / Direction – IECC Code Amendments
- Sugary Drink Ordinance – 2nd Reading
- Update to Quasi-Judicial Roles for OSAB and PPLAB – 2nd Reading
- Flock Camera Renewal

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CASH ACCOUNT: 001000 101001

WARRANT: 081524 08/15/2024

VENDOR	VENDOR NAME	PURPOSE	AMOUNT
14842	A MUSIC PLUS INC	DJ SERVICE 9/2/24	750.00
15845	CONCORD TECHNOLOGIES	ACCT #1008561 FAX CHARGE	242.48
15523	GOLF GURU LLC	GOLF LESSONS 7/27/24 - 8/	3,845.59
14793	KIM BAKER	MILEAGE REIMB 8/6/24 LAKE	33.10
15634	MAUREEN SCHREINER	GOLF LESSONS 7/27/24 - 8/	857.50
14801	MELENDEZ GOLF LLC	GOLF LESSONS 7/29/24 - 8/	3,598.70
99999	HERITAGE TITLE	UTILITY BILLING REFUND	219.33
99999	LAND TITLE	UTILITY BILLING REFUND 1	84.60
99999	LAND TITLE	UTILITY BILLING REFUND 1	104.08
99999	HOMELIGHT TITLE	UTILITY BILLING REFUND 6	70.68
99999	WFG TITLE	UTILITY BILLING REFUND	132.50
99999	LAND TITLE	REFUND UTILITY BILLING 3	85.35
99999	FIRST INTEGRITY TITLE	UTILITY BILLING REFUND 7	143.38
13649	OVERDRIVE INC	CUST ID #1100-1006	278.51
3735	PETTY CASH - KIM BAKER	PETTY CASH REIMBURSEMENT	374.22
14297	ROCKFAN ENTERTAINMENT	Court Recording Device Re	3,663.29
15497	SENERGY PETROLEUM LLC	CUST ID #84628 FUEL	844.39
15667	TWO BY TWO PETTING ZOO	PETTY ZOO 9/2/24	2,500.00
3875	XCEL ENERGY	ACCT #53-1879595-0	845.25
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19 INVOICES			
=====			
WARRANT TOTAL			18,672.95
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CASH ACCOUNT: 001000 101001

WARRANT: 082224 08/22/2024

VENDOR	VENDOR NAME	PURPOSE	AMOUNT
15652	BANTHOM HOUSE	FALL FESTIVAL ENTERTAINME	1,000.00
14403	CALLAWAY GOLF	Acct #18883 - Resale Merc	127.14
11298	DELTA DENTAL OF COLORADO	007562-0001 SEPT 2024 EMP	15,133.01
5255	FAMILY SUPPORT REGISTRY	Payroll Run 1 - Warrant 0	173.53
15235	GRAVES CONSULTING LLC	2 OF 2 PAY EQUITY ANALYSI	1,250.00
6455	KAISER PERMANENTE	05920-01-16 SEPT 2024 EMP	191,885.50
9750	LEGALSHIELD	#22554 AUG 2024 EMPLOYEE	1,116.40
7735	LINCOLN FINANCIAL GROUP	000400001000-26902 AUG 20	1,842.30
7735	LINCOLN FINANCIAL GROUP	000010008470 SEPT 2024 LT	4,939.57
7735	LINCOLN FINANCIAL GROUP	000010008469 SEPT 2024 LI	8,186.38
7735	LINCOLN FINANCIAL GROUP	B00000001696 AUG 2024 ACC	1,628.22
99999	JIM PHILLIPS	SENIOR SOFTBALL UMPIRE	95.00
99999	VIATEK	REFUND UTILITY BILLING AC	83.27
99999	1st Choice Construction & Land	Hydrant Meter Rental Refu	2,400.00
99999	Mendoza Demolition Services	Hydrant Meter Rental Refu	2,400.00
15726	THE SIMON, LLC	Labor Day Parade Balcony	450.00
14065	TYLER TECHNOLOGIES INC	CUST #49183 - Brazos Annu	11,547.89
10960	VANCE BROTHERS INC	Hydrant Meter Rental Refu	1,950.00
8442	VISION SERVICE PLAN	12059727 SEPT 2024 EMPLOY	1,877.06
8442	VISION SERVICE PLAN	12059727 SEPT 2024 EMPLOY	1,730.90
10884	WORD OF MOUTH CATERING INC	LUNCHES SERVED 8/15/24-8/	2,467.50
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21 INVOICES			
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WARRANT TOTAL			252,283.67
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CASH ACCOUNT: 001000 101001

WARRANT: 090324 09/03/2024

VENDOR	VENDOR NAME	PURPOSE	AMOUNT
14599	120 WATER, INC.	JUNE 2024 SAMPLING COMPL	136.03
6866	4 RIVERS EQUIPMENT, LLC	EQUIPMENT PIN FOR VEHICLE	207.11
13547	A G WASSENAAR INC	'24_'25 Geotechnical Prof	13,985.00
15218	ACADEMY SPORTS TURF INC	TURF GYM MAINT 8/12/24	800.00
14121	ACUSHNET COMPANY	ACCT #US00002149\US000602	143.30
14547	ADIDAS AMERICA INC	CUST #38058001	561.60
14547	ADIDAS AMERICA INC	CUST #38058001	1,296.00
14547	ADIDAS AMERICA INC	CUST #38058001	1,733.10
14547	ADIDAS AMERICA INC	CUST #38058001	158.00
14547	ADIDAS AMERICA INC	CUST #38058001	568.80
14547	ADIDAS AMERICA INC	CUST #38058001	702.00
14547	ADIDAS AMERICA INC	CUST #38058001	-1,615.50
15449	AECOM TECHNICAL SERVICES, INC.	7/13/24-8/9/24 Lot Gradin	1,587.50
14669	AG INVESTIGATIONS LLC	PRE-EMPLOYMENT BACKGROUND	1,200.00
14669	AG INVESTIGATIONS LLC	PRE-EMPLOYMENT BACKGROUND	1,000.00
14669	AG INVESTIGATIONS LLC	PRE-EMPLOYMENT BACKGROUND	600.00
2330	AIRGAS USA, LLC	PAYER #4201068	409.29
15333	AKILA ARUMUGAM	INDIAN RECIPE PRESENTATIO	250.00
4160	ALARM DETECTION SYSTEMS, INC.	ACCT #802604	761.93
4160	ALARM DETECTION SYSTEMS, INC.	ACCT #804654 SEPT/NOV 2	330.06
15854	ASCENT GROUP INC.	Structural Engineering of	3,190.00
10801	BADGER METER INC	CUST #51080 MONTHLY ORIO	108.00
500	BAKER AND TAYLOR	ACCT #415337 L121376 4 B0	31.10
500	BAKER AND TAYLOR	ACCT #415337 L121376 4 B0	47.20
15437	BEES AIR DUCT CLEANING	DRYER VENT CLEANING LOUIS	280.00
14900	BIOCHAR NOW LLC	MEDIUM BIOCHAR	680.00
14251	BK TIRE INC	EQUIPMENT TIRES FOR VEHIC	643.34
640	BOULDER COUNTY	JULY 2024 BC CO-RESPONDER	14,208.08
640	BOULDER COUNTY	YOUTH CORPS 2024 PAYMENT	19,975.00
640	BOULDER COUNTY	2024 PACE STAFF TIME & RE	60,000.00
7706	BRANNAN SAND & GRAVEL CO LLC	JOB #1488 2024 Hot mix a	863.40

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CASH ACCOUNT: 001000 101001

WARRANT: 090324 09/03/2024

VENDOR	VENDOR NAME	PURPOSE	AMOUNT
7706	BRANNAN SAND & GRAVEL CO LLC	JOB #1488 2024 Hot mix a	1,124.40
7706	BRANNAN SAND & GRAVEL CO LLC	JOB #1488 2024 Hot mix a	293.23
7706	BRANNAN SAND & GRAVEL CO LLC	JOB #1488 2024 Hot mix a	601.20
7706	BRANNAN SAND & GRAVEL CO LLC	JOB #1488 2024 Hot mix a	302.40
7706	BRANNAN SAND & GRAVEL CO LLC	CUST #1488 Hot mix asph	253.80
1122	BRETSA	INTERPRETATION SERVICES 7	86.85
1155	BROOMFIELD RENTALS INC	ACCT #148	20.00
1155	BROOMFIELD RENTALS INC	ACCT #148	54.00
15732	CARASOFT TECHNOLOGY CORPORATI	5/4/24 - 6/3/24 ZOOM PHO	49.46
248	CDW GOVERNMENT	CUST #5143572	352.50
248	CDW GOVERNMENT	CUST #5143572	169.04
248	CDW GOVERNMENT	CUST #5143572	52.56
248	CDW GOVERNMENT	CUST #5143572	1,773.94
248	CDW GOVERNMENT	CUST #5143572	2,106.26
248	CDW GOVERNMENT	CUST #5143572	352.50
248	CDW GOVERNMENT	CUST #5143572 MONITOR AR	169.04
14036	CENTER COPY BOULDER INC	July 2024 Utility Billing	1,006.60
14036	CENTER COPY BOULDER INC	SUMMER NEWLETTER PRINTING	6,795.10
14036	CENTER COPY BOULDER INC	MUNICIPAL PARKING TICKETS	1,423.50
10773	CENTRIC ELEVATOR CORP	ACCT #156501	323.50
10773	CENTRIC ELEVATOR CORP	ACCT #156502	624.07
10773	CENTRIC ELEVATOR CORP	ACCT #156600	365.35
10773	CENTRIC ELEVATOR CORP	ACCT #164400	362.15
15336	CHARLES ABBOTT ASSOCIATES, INC	JULY 2024 BUILDING INSPEC	19,858.00
15216	CHARLES D JONES CO	CUST #12341	31.35
2220	CHEMTRADE CHEMICALS US LLC	CUST #401485 Water Plant	6,702.64
2220	CHEMTRADE CHEMICALS US LLC	CUST #401485 Water Plan	6,699.52
4785	CINTAS CORPORATION #66	CUST #12522401 STAFF SU	121.33
12676	CIVIC RESULTS	MAYORS LEADERSHIP ACADEMY	1,500.00
15152	MIKE MAROONE FORD LONGMONT	KEYS FOR VEHICLE #2125	485.60
1120	COLORADO ANALYTICAL LABORATORY	CITY OF LOUISVILLE CO0107	54.00
1120	COLORADO ANALYTICAL LABORATORY	CITY OF LOUISVILLE CO0107	32.40
1120	COLORADO ANALYTICAL LABORATORY	CITY OF LOUISVILLE CO0107	126.00
1130	COLORADO DEPT OF LABOR	BOILER INSPECTION 8/8/24	120.00
11264	COLORADO DEPT OF PUBLIC HEALTH	CUST #VC00000000251748 7	2,091.00

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CASH ACCOUNT: 001000 101001

WARRANT: 090324 09/03/2024

VENDOR	VENDOR NAME	PURPOSE	AMOUNT
10056	COLORADO DOORWAYS INC	ACCT #CITLOU PRIVACY IND	143.10
10056	COLORADO DOORWAYS INC	ACCT #CITLOU GLASS REPL	138.02
15761	COLORADO OUTHOUSE LLC	CUST ID #C147	287.50
15761	COLORADO OUTHOUSE LLC	CUST ID #C147	241.50
15761	COLORADO OUTHOUSE LLC	CUST ID #C147	241.50
15761	COLORADO OUTHOUSE LLC	CUST ID #C147	241.50
15761	COLORADO OUTHOUSE LLC	CUST ID #C147	287.50
15761	COLORADO OUTHOUSE LLC	CUST ID #C147	287.50
15761	COLORADO OUTHOUSE LLC	CUST ID #C147	287.50
15761	COLORADO OUTHOUSE LLC	CUST ID #C147	287.50
15761	COLORADO OUTHOUSE LLC	CUST ID #C147	241.50
15761	COLORADO OUTHOUSE LLC	CUST ID #C147 8/20/24-9	546.25
5864	CONTINENTAL PARTITION SYSTEMS	PARTITION MAINT REC CENTE	2,100.00
5864	CONTINENTAL PARTITION SYSTEMS	BASKETBALL SERVICE & INSP	2,350.00
13162	CORE & MAIN LP	ACCT #103796 Utility pa	288.18
13162	CORE & MAIN LP	ACCT #103796 Utility par	3,214.99
13162	CORE & MAIN LP	ACCT #103796 Utility par	329.60
13162	CORE & MAIN LP	ACCT #103796 Utility par	2,710.15
13162	CORE & MAIN LP	ACCT #103796 Utility par	60.90
13162	CORE & MAIN LP	ACCT #103796 Utility pa	385.00
15304	CORONA ENVIRONMENTAL CONSULTIN	Water Systems Sampling an	7,970.00
15830	CRANE REPAIR COMPANY INC.	LATCH KIT	156.81
11476	DBC IRRIGATION SUPPLY	CUST #1268 STAINLESS STE	379.55
11476	DBC IRRIGATION SUPPLY	CUST #1268 IRRIGATION SU	381.15
11476	DBC IRRIGATION SUPPLY	CUST #1268 IRRIGATION SU	277.10
11476	DBC IRRIGATION SUPPLY	CUST #1268	56.74
15689	DENVER WINPUMP CO	CUST #00321-002908 REPAI	960.00
13950	DIAZ CONSTRUCTION GROUP	'24 STORM SYSTEM MTNC PRO	88,875.26
1520	DRCOG	2024 DRAPP CUST ID #001	4,600.00
13463	E-Z EXCAVATING INC	REFUND HYDRANT METER RENT	200.00
15144	EXCEL DRIVER SERVICES LLC	CLASS B TRAINING COURSE F	3,500.00
6761	FARIS MACHINERY CO	CUST #20050 EQUIPMENT PAR	128.42
14606	FEHR AND PEERS	6/29/24 - 7/26/24 signal	1,768.75
7113	GALLS LLC	ACCT #1001752120 LYNDSEY	20.00

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CASH ACCOUNT: 001000 101001

WARRANT: 090324 09/03/2024

VENDOR	VENDOR NAME	PURPOSE	AMOUNT
1175	GEORGE T SANDERS COMPANY	Cust #5415 Faucets for R	2,791.40
2310	GRAINGER	ACCT #802864512	66.21
2405	HACH COMPANY	ACCT #094039	169.55
2405	HACH COMPANY	ACCT #094039 PROCESS VIA	579.60
2405	HACH COMPANY	ACCT #094039 NITRATE TNT	126.36
2415	HARCROS CHEMICALS INC	CUST #01605450-GOL10 wat	931.00
2415	HARCROS CHEMICALS INC	CUST #01605450-GOL10 wat	931.00
13107	HARRINGTON INDUSTRIAL PLASTICS	CUST #085103	164.96
12331	IDEXX DISTRIBUTION INC	ACCT #186001	1,302.02
15261	WESTERN PAPER DISTRIBUTORS	CUST ID #244097	1,770.80
15261	WESTERN PAPER DISTRIBUTORS	CUST ID #244097	213.76
15261	WESTERN PAPER DISTRIBUTORS	CUST ID #244097	41.69
15261	WESTERN PAPER DISTRIBUTORS	CUST ID #244097	147.92
15261	WESTERN PAPER DISTRIBUTORS	CUST ID #244097	842.29
15261	WESTERN PAPER DISTRIBUTORS	CUST ID #244097	664.39
15261	WESTERN PAPER DISTRIBUTORS	CUST ID #244097	97.26
15261	WESTERN PAPER DISTRIBUTORS	CUST ID #244097	286.46
15261	WESTERN PAPER DISTRIBUTORS	CUST ID #244097	517.84
15261	WESTERN PAPER DISTRIBUTORS	CUST ID #244097	258.92
15261	WESTERN PAPER DISTRIBUTORS	CUST ID #244097	720.00
15261	WESTERN PAPER DISTRIBUTORS	CUST ID #244097	125.23
14089	INDIGO WATER GROUP LLC	ACCESS TO EVERY COURSE TH	200.00
14089	INDIGO WATER GROUP LLC	TRAINING COURSES THROUGH	600.00
13280	INSIGHT PUBLIC SECTOR INC	ACCT #10669545 ADOBE 8/1	128.28
13280	INSIGHT PUBLIC SECTOR INC	ACCT #10669545 MICROSOFT	45.62
10772	INTEGRATED SAFETY SERVICES LLC	5 Year UL Testing of Spri	5,020.80
9761	INTERMOUNTAIN SWEEPER CO	2360 Repairs	49.64
9761	INTERMOUNTAIN SWEEPER CO	2360 Repairs	28.08
13778	INVISION GIS LLC	JULY 2024 InVision GIS P	10,567.50
14239	JC GOLF ACCESSORIES	ACCT #COALCRK	490.34
11289	JVA INC	JULY 2024 WTP Chlorine D	10,258.00
11289	JVA INC	JULY 2024 WWTP Solids H	10,035.60
11289	JVA INC	JAN 2023 WWTP Expansion	2,639.15
11289	JVA INC	FEB 2023 WWTP Expansion	2,253.14
11289	JVA INC	MARCH 2023 WWTP EXPANSI	400.00
2780	KAISER LOCK & KEY SERVICE INC	20 standard "do not dupli	60.00

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CASH ACCOUNT: 001000 101001

WARRANT: 090324 09/03/2024

VENDOR	VENDOR NAME	PURPOSE	AMOUNT
14703	KEN CARYL GLASS INC	Replacement windows at Po	8,230.00
14703	KEN CARYL GLASS INC	Replacement windows at Po	24,100.00
2815	KENZ & LESLIE DISTRIBUTING CO	CUST #000015914	611.70
10197	KOLBE STRIPING INC	Job Code#23040 2023 Pave	154,272.11
10197	KOLBE STRIPING INC	Job Code#23040 2023 Pave	36,069.56
15754	LIGHTHOUSE TRANSPORTATION GROU	JUNE 2024 Traffic Signal	3,988.00
15754	LIGHTHOUSE TRANSPORTATION GROU	July 2024 Traffic Signal	7,339.00
14592	LIVE OAK BANK	SOLAR LEASE Acct #1879600	10,965.46
14592	LIVE OAK BANK	SOLAR LEASE ACCT #1879600	10,949.85
14927	LOUISVILLE MASTER PLUMBING LLC	REC CENTER FAUCETS, COUNT	1,240.00
14068	MAC EQUIPMENT INC	CONTACT ID #394 EQUIPME	116.08
14068	MAC EQUIPMENT INC	CONTACT ID #394 VEHICLE	660.00
10630	MARVS QUALITY TOWING INC	VIN#2T2BK1BA1EC245932	2,305.00
13703	MCDONALD FARMS ENTERPRISES INC	CUST #30-0004131	1,371.50
14918	MIZUNO USA INC - NDC	CUST ACCT #161027	999.18
15068	MODERN DAVINCI LLC	STEP MANAGEMENT DEVELOP P	3,555.00
6168	MOTION & FLOW CONTROL PRODUCTS	CUST ID #104001 ORDER #6	165.23
6168	MOTION & FLOW CONTROL PRODUCTS	CUST ID #104001 ORDER #	117.42
15833	MOTO ELECTRIC VEHICLES	SO #15013 Replacement E	23,235.00
3420	MOTOROLA SOLUTIONS INC	CUST #1011822485 Six Mo	50,760.18
15642	NORFIELD DEVELOPMENT PARTNERS,	LOCATOR LOGIX 8/15/24 - 8	1,953.00
99999	TRICIA MORGAN	REFUND LOUISVILLE REC CEN	100.00
99999	FREEDOM FIRE PROTECTION, LLC	REFUND LIC #MISC-10352-20	863.27
99999	HOMEBOUND TECHNOLOGIES, INC.	RE-INSPECTION FEE - BUILD	75.00
99999	FREEDOME FIRE PROTECTION, LLC	REFUND PERMIT MISC-10312-	1,038.97
99999	SCHAFFER CONSTRUCTION, LLC	LANDSCAPE DEFERMENT RELEA	13,155.60
14899	OTAK INC	MF Site Supervisor Servic	11,703.00
13649	OVERDRIVE INC	CUST ID #1100-0005	246.55
13649	OVERDRIVE INC	CUST ID #1100-1006	270.24
13649	OVERDRIVE INC	CUST ID #1100-1006	88.99
14144	PING INC	CUST #40692	151.04

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CASH ACCOUNT: 001000 101001

WARRANT: 090324 09/03/2024

VENDOR	VENDOR NAME	PURPOSE	AMOUNT
14144	PING INC	CUST #40692	830.77
14144	PING INC	CUST #40692	349.12
14144	PING INC	CUST #40692	-31.47
10951	PINNACOL ASSURANCE	POLICY #4206615	32,185.26
11329	POLYDYNE INC	WWTP Polymer CUST #LOUIS	3,761.19
11329	POLYDYNE INC	WWTP Polymer CUST #LOUIS	3,856.41
11329	POLYDYNE INC	WWTP Polymer CUST #LOUIS	3,761.19
11329	POLYDYNE INC	WWTP Polymer CUST #LOUIS	7,712.82
11329	POLYDYNE INC	WWTP Polymer CUST #LOUIS	11,283.57
11329	POLYDYNE INC	WWTP Polymer CUST #LOUIS	3,761.19
11329	POLYDYNE INC	WWTP Polymer CUST #LOUIS	11,569.23
13317	POTESTIO BROTHERS EQUIPMENT	ACCT #19374 EQUIPMENT PA	489.81
13317	POTESTIO BROTHERS EQUIPMENT	ACCT #19374 EQUIPMENT BR	164.06
14394	PROS PLUS LLC	SENIOR SOFTBALL UMPIRE	95.00
15865	PUBLICATION PRINTERS CORP	Printing of Fall 2024 Rec	3,290.10
13549	PUSH PEDAL PULL INC	CUST #0002335	2,115.00
15234	RAWHIDE FIRE HOSE	WATER DISTRIBUTION PARTS	2,475.50
670	RESOURCE CENTRAL	JULY 2024 Water Conservat	2,469.46
13419	ROADSAFE TRAFFIC SYSTEMS CORP	CUST #11720	240.00
13419	ROADSAFE TRAFFIC SYSTEMS CORP	CUST #11720	573.93
13419	ROADSAFE TRAFFIC SYSTEMS CORP	CUST #11720	314.28
13419	ROADSAFE TRAFFIC SYSTEMS CORP	CUST #11720	1,332.40
13419	ROADSAFE TRAFFIC SYSTEMS CORP	CUST #11720 STREET SIGN	1,718.80
13419	ROADSAFE TRAFFIC SYSTEMS CORP	CUST #11720 STREET SIGNS	352.00
14297	ROCKFAN ENTERTAINMENT	CUST ID #886 JOB ID #11	1,467.29
8513	SAFETY & CONSTRUCTION SUPPLY I	4 SIGN ROLLUP 36" FOR LAB	336.80
4230	SEACREST GROUP	CHRONIC BIOMONITORING TES	2,476.00
14612	SOME LIKE IT GREEN, LLC	AUGUST 2024 PLANT CARE	94.00
13059	SPRAGUE PEST SOLUTIONS	8/12/24 WATER TRMT S WT	90.75
13059	SPRAGUE PEST SOLUTIONS	8/12/24 WATER TRMT N WT	82.50
13059	SPRAGUE PEST SOLUTIONS	8/13/24 REC/SENIOR CENTER	105.00
13059	SPRAGUE PEST SOLUTIONS	8/12/24 POLICE DEPT	75.00
13059	SPRAGUE PEST SOLUTIONS	8/6/24 CITY HALL	82.50
13059	SPRAGUE PEST SOLUTIONS	8/6/24 MUSEUM	75.00
13059	SPRAGUE PEST SOLUTIONS	8/6/24 ART CENTER	75.00
13059	SPRAGUE PEST SOLUTIONS	8/14/24 CITY SERVICES	145.00

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|City of Louisville, CO
| DETAIL INVOICE LIST

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CASH ACCOUNT: 001000 101001

WARRANT: 090324 09/03/2024

VENDOR	VENDOR NAME	PURPOSE	AMOUNT
13059	SPRAGUE PEST SOLUTIONS	8/12/24 WASTE WATER TRMT	82.50
13059	SPRAGUE PEST SOLUTIONS	8/12/24 LIBRARY	75.00
13059	SPRAGUE PEST SOLUTIONS	7/25/24 COAL CREEK GOLF	150.00
13059	SPRAGUE PEST SOLUTIONS	7/26/24 1805 HIGHWAY 42	225.00
13059	SPRAGUE PEST SOLUTIONS	5/30/24 COAL CREEK GOLF	1,070.00
14396	SPRONK WATER ENGINEERS INC	JULY 2024 water Engineeri	17,400.00
15451	SYLVESTER'S MAINTENANCE & MECH	Job #84139432 Exterior	525.00
15451	SYLVESTER'S MAINTENANCE & MECH	Job #84139544 Bay Door #	631.25
7917	THE AQUEOUS SOLUTION INC	POOL BULB MED BASE 500w/1	267.55
7917	THE AQUEOUS SOLUTION INC	GASKETS FOR UNDERWATER LI	280.73
7917	THE AQUEOUS SOLUTION INC	SODIUM HYPOCHLORITE BULK	717.75
7917	THE AQUEOUS SOLUTION INC	START UP CHEMICALS FOR RE	1,006.78
15422	THE FLOOR DOCTOR, LLC	Resurface hardwood floor	12,650.00
13603	TOSHIBA BUSINESS SOLUTIONS INC	CUST #T0B5E4W	400.75
13603	TOSHIBA BUSINESS SOLUTIONS INC	CUST #T0B5E4W	223.20
12787	TRANE US INC	Breaker for HVAC at the L	539.44
15320	TRIPLE M CONSTRUCTION LLC	2024 Concrete Replacement	24,154.70
4765	UNCC	JULY 2024 MEMBER ID #48	1,430.61
15065	UNDERWATER RECOVERY SPECIALIST	CLEAN INTAKE SCREEN AT SP	550.00
15065	UNDERWATER RECOVERY SPECIALIST	2 NEW COMPRESSORS AT WARE	1,795.00
15065	UNDERWATER RECOVERY SPECIALIST	Pond maintenance services	1,129.74
14532	UNITED REFRIGERATION INC	CUST #1141892	73.70
14532	UNITED REFRIGERATION INC	CUST #1141892	27.96
4875	UNIVAR SOLUTIONS USA INC	CUST #790754	13,730.26
4875	UNIVAR SOLUTIONS USA INC	CUST #790754 SODIUM SIL	2,778.30
4875	UNIVAR SOLUTIONS USA INC	CUST #790754 water Plan	10,449.90
6509	USA BLUEBOOK	CUST #69261	2,499.75
15560	USABLUEBOOK	CUST #69261	146.84
15050	UTILITY ASSOCIATES INC	ALTERATIONS - OFFICER MER	33.00
10960	VANCE BROTHERS INC	CUST ID #4356	116.90
10960	VANCE BROTHERS INC	CUST ID #4356	120.00
10960	VANCE BROTHERS INC	CUST ID #4356	197.80
10960	VANCE BROTHERS INC	CUST ID #4356	120.00
4900	VRANESH AND RAISCH LLP	JULY 2024 WINDY GAP	1,323.05

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CASH ACCOUNT: 001000	101001	WARRANT: 090324	09/03/2024
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VENDOR	VENDOR NAME	PURPOSE	AMOUNT
1191	WEED WRANGLERS	CUST #461270 Noxious wee	427.60
=====			
	238 INVOICES	WARRANT TOTAL	928,612.36
=====			

SUBJECT: A RESOLUTION APPROVING ASSIGNMENTS OF DETENTION POND MAINTENANCE AND LICENSE AGREEMENT AND MAINTENANCE AND LICENSE AGREEMENT FOR THE DELO SUBDIVISION

DATE: SEPTEMBER 3, 2024

PRESENTED BY: KATHLEEN KELLY, CITY ATTORNEY

SUMMARY: The City and Delo Apartments, LLC are parties to two agreements relating to the Delo Subdivision: (1) a Detention Pond Maintenance and License Agreement; and (2) a Maintenance and License Agreement. The City was contacted by counsel for Delo Apartments requesting the City Council approve assignment of these agreements to the buyer in connection with a sale of the property (CT Delo, LLC and HG Delo, LLC).

When reviewing the obligations of the agreements, City staff discovered the required performance guarantees do not appear to have been provided and the required reports of inspection of the detention pond have not been filed. If adopted, the Resolution approving assignments of these agreement conditions the City Council's approval of the assignment on the required performance guarantees being provided, the inspection being completed, and the required report being filed with the City.

RECOMMENDATION:

City Council approve Resolution No. 40, Series 2024

ATTACHMENT(S):

1. Resolution No. 40, Series 2024
2. Detention Pond Maintenance and License Agreement dated August 4, 2017
3. Assignment of Detention Pond Maintenance and License Agreement
4. Maintenance and License Agreement dated August 3, 2017
3. Assignment of Maintenance and License Agreement

STRATEGIC PLAN IMPACT:

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

SUBJECT: RESOLUTION APPROVING ASSIGNMENT OF AGREEMENTS

DATE: SEPTEMBER 3, 2024

PAGE 2 OF 2

☐		Supportive Technology	☐		Collaborative Regional Partner
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**RESOLUTION NO. 40
SERIES 2024**

**A RESOLUTION APPROVING ASSIGNMENTS OF
DETENTION POND MAINTENANCE AND LICENSE AGREEMENT
AND MAINTENANCE AND LICENSE AGREEMENT
FOR THE DELO SUBDIVISION**

WHEREAS, in connection with the Delo Subdivision, certain lands were dedicated to the City for detention pond, park and public purposes, for which the Subdivider and its successors were responsible for maintenance pursuant to a maintenance agreement; and

WHEREAS, in 2017, the City entered into two agreements with Delo Apartments, LLC ("Delo Apartments"): a Maintenance and License Agreement; and a Detention Pond Maintenance and License Agreement; and

WHEREAS, each agreement requires a Performance Guarantee of \$10,000.00 to ensure faithful performance of the obligations under each agreement, which Performance Guarantee; and

WHEREAS, each agreement requires inspections and reporting to the City, which does not appear to have been completed by Delo Apartments; and

WHEREAS, each agreement requires prior written approval of the City before the agreement may be assigned to any other party, and the City may require the successor to execute its consent to such assignment to be bound by the terms and conditions of the agreement; and

WHEREAS, the City has reviewed the assignments of such agreements that accompany this resolution, and desire to approve the same on the conditions set forth herein.

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

1. The proposed Assignment of Detention Pond Maintenance and License Agreement, which assigns such agreement to CT Delo, LLC and HG Delo, LLC (together, "Assignee"), is hereby approved in essentially the same form as the copy accompanying this Resolution, conditioned on the following:

A. Prior to execution of the Assignment by the City, the Assignee shall post with the City and maintain for the Maintenance Term of the Agreement (as such term is defined in the Agreement), a cash deposit in the amount of \$10,000.00 (the "Performance Guarantee"), for the purpose of assuring Assignees' faithful performance of its obligations under the Agreement.

B. Prior to execution of the Assignment by the City, either Delo Apartment or the Assignee shall perform an inspection of the Detention Pond as required by the Agreement, and shall submit to the City a report of such inspection. Further, Assignee shall perform such inspections and submit such reports, covering all facilities, every six months, as required by the Agreement.

2. The proposed Assignment of Maintenance and License Agreement, which assigns such agreement to CT Delo, LLC and HG Delo, LLC (together, "Assignee"), is hereby approved in essentially the same form as the copy accompanying this Resolution, conditioned on the following:

A. Prior to execution of the Assignment by the City, the Assignee shall post with the City and maintain for the Maintenance Term of the Agreement (as such term is defined in the Agreement), a cash deposit in the amount of \$10,000.00 (the "Performance Guarantee"), for the purpose of assuring Assignees' faithful performance of its obligations under the Agreement.

3. The Mayor is hereby authorized to execute each of the Assignments on behalf of the City Council, and the Mayor is hereby further authorized to negotiate and approve such revisions to said Assignments prior to their execution as the Mayor determines are necessary or desirable for the protection of the City, so long as the essential terms and conditions of the Assignments and this Resolution are not altered.

PASSED AND ADOPTED this 3rd day of September, 2024.

Christopher M. Leh, Mayor

ATTEST:

Genny Kline, Interim City Clerk

**DETENTION POND
MAINTENANCE AND LICENSE AGREEMENT**
(Delo Subdivision, City of Louisville)

THIS DETENTION POND MAINTENANCE AND LICENSE AGREEMENT ("Agreement") is made and entered into this 4th day of August, 2017, by and between the **CITY OF LOUISVILLE**, a Colorado home rule municipal corporation, in the County of Boulder, State of Colorado (the "City"), and **DELO APARTMENTS, LLC**, a Colorado limited liability company ("Delo Apartments").

RECITALS

A. The City owns real property located in the City of Louisville, County of Boulder, Colorado, described as follows (hereinafter, the "City Parcel"):

Lot 1, Louisville Wastewater Treatment Plant Final Plat,
County of Boulder,
State of Colorado.

B. Delo Apartments owns real property located in the City of Louisville, County of Boulder, Colorado, described as follows (hereinafter, the "Apartments Lot"):

Lots 1, 2, 3 Block 13, Lot 1, Block 14, Tracts A, B, C, D and E, Outlot A and the portion of Cannon Street and East Lafayette Street all a part of Delo Subdivision Replat No. 1, along with Nawatny Greenway, located in Section 8, Township 1 South, Range 69 West of the 6th P.M.,
County of Boulder,
State of Colorado.

C. South Street Commercial, LLC ("SSC") owns real property located in the City of Louisville, County of Boulder, Colorado, described as follows (hereinafter, the "Commercial Lot"):

Lot 4, Block 13, a part of Delo Subdivision Replat No. 1, located in Section 8, Township 1 South, Range 69 West of the 6th P.M.,
County of Boulder,
State of Colorado.

D. Delo West, LLC ("Delo West") owns real property located in the City of Louisville, County of Boulder, Colorado, described as follows (hereinafter, the "Delo West Lot"):

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10 Block 1, Tracts A, B, C, D, and E, and Outlot 1 located in the Northeast ¼ of Section 8, Township 1 South, Range 69 West of the 6th P.M.,
County of Boulder,
State of Colorado.

E. Boulder Creek Owners Association (the "Association") owns real property located in the City of Louisville, County of Boulder, Colorado, described as follows (hereinafter, the "Association Lots"):

LOTS 1 THROUGH 5, INCLUSIVE, BLOCK 1;
LOTS 1 THROUGH 6, INCLUSIVE, BLOCK 2;
LOTS 1 THROUGH 5, INCLUSIVE, BLOCK 3;
LOTS 1 THROUGH 6, INCLUSIVE, BLOCK 4;
LOTS 1 THROUGH 5, INCLUSIVE, BLOCK 5;
LOTS 1 THROUGH 6, INCLUSIVE, BLOCK 6;
LOTS 1 THROUGH 5, INCLUSIVE, BLOCK 7;
LOTS 1 THROUGH 6, INCLUSIVE, BLOCK 8;
LOTS 1 THROUGH 6, INCLUSIVE, BLOCK 10;
LOTS 1 THROUGH 5, INCLUSIVE, BLOCK 11;
DELO SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED
OCTOBER 3, 2014 UNDER RECEPTION NO. 03406287,
County of Boulder,
State of Colorado

F. Stephen D. Tebo ("Tebo") owns real property located in the City of Louisville, County of Boulder, Colorado, described as follows (hereinafter, the "Tebo Lots"):

A tract of land located in the Northeast $\frac{1}{4}$ of Section 8, Township 1 South, Range 69 West of the 6th P.M., described as follows:

Beginning at the East $\frac{1}{4}$ corner of said Section 8;

Thence North **39°41'04"** West a distance of **67.74** feet to a point on the North Right-of-Way line of South Street to the True Point of Beginning;

Thence North **44°36'09"** East a distance of **28.35** feet to a point on the West Right-of-Way line of Courtesy Road (Colorado State Highway 42);

Thence North **00°01'11"** East along the West Right-of-Way line of Courtesy Road (Colorado State Highway 42) a distance of **310.04** feet;

Thence North **44°58'49"** West a distance of **27.86** feet to a point on the South Right-of-Way line of Short Street;

Thence North **89°58'10"** East along the South Right-of-Way line of Short Street a distance of **467.50** feet;

Thence South **00°01'35"** West a distance of **347.61** feet to a point on the North Right-of-Way line of South Street;

Thence South **89°41'04"** East along said North Right-of-Way line of South Street a distance of **467.34** feet to the True Point of Beginning;

County of Boulder,
State of Colorado.

G. Each of the Apartments Lot, Commercial Lot, Delo West Lot, Association Lots, and Tebo Lots shall be referred to as a “Lot” and together shall be referred to as the “Lots.”

H. Delo Apartments, SSC, Delo West, the Association and Tebo shall hereinafter be referred to each as a “Lot Owner” and together as the “Lot Owners”.

I. The City has approved the following plats and plans for the Delo Subdivision and the Delo Plaza Subdivision (collectively, the “Subdivision”) generally located west of State Highway 42 and east of the BNSF right-of-way between Griffith and South Streets in the City of Louisville (the “Approved Subdivision Documents”): Delo Subdivision Plat dated October 3, 2014 and recorded at Reception No. 03406287 in the Office of the Boulder County Clerk and Recorder (“Boulder County Records”); Delo Final Planned Unit Development Phase 1 dated October 3, 2014 and recorded at Reception No. 03406288, Boulder County Records; Delo Subdivision – Replat No. 1 dated September 25, 2015 and recorded at Reception No. 03475556, Boulder County Records; Delo Final Planned Unit Development Phase 2 dated September 9, 2015 and recorded at Reception No. 03475557, Boulder County Records; Industrial Area Subdivision – Replat No. 1 dated September 18, 2015 and recorded at Reception No. 03474387, Boulder County Records; Delo Plaza Subdivision Plat dated February 25, 2016 and recorded at Reception No. 03503015, Boulder County Records; and Delo Plaza Final Planned Unit Development Plan dated February 25, 2016 and recorded at Reception No. 03503017, Boulder County Records.

J. In connection with the Approved Subdivision Documents, the Delo Phase 2 Subdivision Agreement dated September 25, 2015 and recorded at Reception No. 0347555, Boulder County Records, as amended by that certain Amendment to Subdivision Agreement dated June 2, 2016 and recorded at Reception No. 3522000, Boulder County Records (together, the “Phase 2 SA”), and the Core Project Area Agreement dated July 1, 2014 (“CPAA”), a copy of which CPAA is Exhibit D to the Phase 2 SA, Takoda Properties Inc. (“Takoda”) and the City entered into a Revocable License Agreement dated July 20, 2015 (“License Agreement”), under which Takoda was granted a license to construct a detention pond and associated facilities on the City Parcel, and associated off-site piping and structures within the Harney-Lastoka Maintenance Area, as defined herein (“Detention Pond”) for the benefit of the Lots and the “Core Project Area” as described in Exhibit A to the CPAA, which Detention Pond is generally depicted on Exhibit A attached hereto. Takoda has assigned the License Agreement to Delo Apartments.

K. Pursuant to the Approved Subdivision Documents and the Phase 2 SA, the Subdivider under the Phase 2 SA and its successors are responsible for all maintenance of the Detention Pond in accordance with a maintenance and license agreement with the City.

L. The parties desire to enter into this Agreement to serve as the maintenance and license agreement setting forth the license granted to and obligations of Delo Apartments for the maintenance of the Detention Pond.

NOW, THEREFORE, in consideration of the foregoing, the parties hereto promise, covenant and agree as follows:

1. **Term.** This Agreement shall be effective on the date the City has issued its

written “Construction Acceptance” of the Detention Pond in accordance with the Phase 2 SA, and shall remain in effect until the date the Detention Pond ceases to be necessary for the then-existing uses of the Lots as solely determined in writing by resolution of the City Council of the City (the “Maintenance Term”).

2. License. The City hereby grants to Delo Apartments, and its agents, employees and contractors a non-exclusive license to enter into, over, across and upon the City Parcel for the purpose of access, ingress, egress and all activities related to the maintenance of the Detention Pond during the Maintenance Term.

3. Maintenance & Related Obligations.

(a) *General Maintenance.* Delo Apartments, at its sole expense, shall maintain the Detention Pond and all associated stormwater best management practices (BMPs) to ensure they function properly under the conditions for which they were designed. This obligation includes without limitation maintenance of all pipes and channels built to convey stormwater, as well maintenance of all structures, improvements, and vegetation provided to control the quantity and quality of stormwater shown on Exhibit B, and includes without limitation the piping and associated structures located within the adjacent “Harney-Lastoka Maintenance Area” described in Exhibit B. Adequate maintenance is defined as actions which ensure that the Detention Pond and associated BMPs function as designed as determined by the City and includes, without limitation, that Delo Apartments shall undertake mowing and trimming, weed control, and litter and graffiti removal in accordance with the minimum standards set forth in Exhibit C attached hereto. Delo Apartments shall ensure that all maintenance activities comply with the City standards and all other applicable local, state, and federal laws and regulations, including without limitation those pertaining to confined space and waste disposal methods.

(b) *Inspections.* Delo Apartments, at its sole expense, shall inspect the Detention Pond to ensure the Detention Pond and all associated BMPs function properly under the conditions for which they were designed. Inspections shall be performed at least once every six months and shall cover all facilities.

(c) *Reporting.* After each inspection, Delo Apartments shall submit to the City the inspection report for the current period in the format provided by the City, in form attached hereto as Exhibit D (“Inspection Report”). The Inspection Report shall cover all Detention Pond facilities on the City Parcel and consist of a concise summary of inspection dates and findings, remedial actions taken, how the actions were completed and who performed them, any problems encountered, and any required follow-up actions such as any maintenance, repair or replacement. Inspection Reports shall be submitted at least once every six months to the City at the address set forth below. The City shall give written notice of any changes to the Inspection Report being requested by the City at least 30 days prior to the submittal due date.

(d) *Facility Modification.* Except in the event of an emergency, Delo Apartments shall obtain written approval from the City prior to performing any alterations or modifications to the Detention Pond facilities covered under this Agreement. Delo Apartments shall submit to the City any proposed alteration or modification to the Detention Pond facilities, and the City

shall use reasonable efforts to respond with its approval or reasons for rejection within 30 days thereafter.

(e) *Entry onto City Parcel.* Except in the event of an emergency, Delo Apartments shall obtain written approval from the City at least 48 hours prior to entering the City Parcel to complete any inspections or maintenance activities, unless the City's Public Works Director has in writing waived or reduced the time period for notice in advance of entry onto the City Parcel. In the event of an emergency, Delo Apartments shall give notice to the City at the time of the emergency, via emergency contact information provided by the City, in order to obtain permission for its entry onto the City Parcel. Inspections or maintenance activities shall be scheduled to coincide with wastewater treatment plant normal operation hours.

4. Noncompliance and Remedies.

(a) If Delo Apartments fails to comply with its obligations under this Agreement to maintain the Detention Pond, or fails to comply with any other provisions hereof, such noncompliance shall constitute a breach of this Agreement. The City, in addition to any other remedy available to it for breach, shall have the right but not the obligation to take such measures as it determines necessary to bring the Detention Pond facilities into compliance with this Agreement, and the cost of any such measures shall be paid to the City by Delo Apartments. Except during an emergency, the City shall provide written notice to Delo Apartments, not to be less than fifteen (15) days, and allow Delo Apartments the opportunity to perform such measures. If Delo Apartments fails to perform such measures within the time prescribed and to the City's satisfaction, upon providing Delo Apartments at least five (5) business days' notice, the City may cause such measures to be taken, and the actual cost thereof, including without limitation all costs for labor, material and equipment used to complete such measures, accompanied by reasonable evidence of such expenditures, shall be paid by Delo Apartments within 30 days of written demand for payment thereof. Any amounts not so paid shall bear interest at the rate of 0.5% per month from the date the demand was received until paid, and the City shall be entitled to all costs of collection to collect such amounts, including but not limited to court costs and reasonable attorney fees. In the event such amounts due are not so paid, then the City shall have the right upon expiration of the thirty (30) day payment period to deduct the amounts due from the performance guarantee provided to the City pursuant to Section 19 of this Agreement.

(b) The City shall also have the right to the remedy of injunctive relief to compel performance of the obligations of this Agreement. All remedies of the City shall be cumulative and the exercise of one remedy shall not preclude the City from pursuing other remedies for the same breach or any other breach of the same section or any other sections of this Agreement.

(c) It is expressly understood and agreed that the City is under no obligation to maintain or repair the Detention Pond and in no event shall this Agreement, or any election by the City to exercise its remedies under this Agreement, be construed to impose any such obligation on the City. To the contrary, Delo Apartments shall at all times be responsible and liable for all costs associated with the necessary maintenance, repair, restoration and replacement of the Detention Pond for so long as the Detention Pond services the Lots, excepting only liability resulting from gross negligence or willful or wanton conduct by the City, its officers and/or employees.

5. Maintenance Districts; Utility Charges.

(a) This Agreement shall not preclude the establishment of one or more special taxing districts, assessment districts or other mechanisms for maintaining, repairing, operating or replacing the Detention Pond, in accordance with applicable law. Further, this Agreement shall not limit the City's authority to adopt and impose stormwater utility charges for maintaining, repairing, operating or replacing the Detention Pond, in accordance with applicable law in the event (i) Delo Apartments breaches its obligations under this Agreement, or (ii) the Performance Guarantee has been fully expended by the City pursuant to Section 19 below.

(b) Nothing in the Agreement shall be construed to affect any agreements between or among the Lot Owners for reimbursement of maintenance costs incurred for maintenance of the Detention Pond.

6. City's Reservation of Rights. The City reserves the right to use and occupy the City Parcel for any purpose of the City not inconsistent with the use and operation of the Detention Pond. Delo Apartments hereby releases the City, its officers and employees from any and all claims of damage or liability for any disturbance of or damage to the Detention Pond resulting from the City's use of the City Parcel, excepting only liability resulting from gross negligence or willful or wanton conduct by the City, its officers and/or employees.

7. Insurance.

(a) Delo Apartments shall procure and maintain, and cause its subcontractors performing work on the Detention Pond to procure and maintain, the minimum insurance coverages listed below. All coverages shall be maintained to cover all liability, claims, demands, and other obligations pursuant to this Agreement. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such coverage.

1. Workers' Compensation insurance to cover obligations imposed by the Workers' Compensation Act of Colorado and any other applicable laws for any employee or contractor engaged in any activity on the City Parcel pursuant to this Agreement.

2. General Liability insurance with minimum combined single limits of ONE MILLION DOLLARS (\$1,000,000) each occurrence and TWO MILLION DOLLARS (\$2,000,000) aggregate.

3. Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than FIVE HUNDRED THOUSAND DOLLARS (\$500,000) per person in any one occurrence and ONE MILLION DOLLARS (\$1,000,000) for two or more persons in any one occurrence, and auto property damage insurance of at least FIFTY THOUSAND DOLLARS (\$50,000) per occurrence, with respect to vehicles assigned to or used in any maintenance activities relating to the Detention Pond.

(b) The policies required above, except for the Workers' Compensation insurance, shall be endorsed to include the City, and its officers and employees, as additional insureds with primary coverage as respects the City, its officers and its employees, and shall contain a severability of interests provision. Every policy required above shall be primary insurance, and any insurance carried by the City, its officers, or its employees, shall be excess and not contributory insurance to that provided by Delo Apartments. The additional insured endorsement for the General Liability insurance required above shall not contain any exclusion for bodily injury or property damage arising from completed operations. The insurance holder shall be solely responsible for any deductible losses under each of the policies required above.

(c) Certificates of insurance shall be completed by the insurance holder's insurance agent as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect, and shall be subject to review and approval by the City. Each certificate shall provide that the coverages afforded under the policies shall not be cancelled, terminated or materially changed until at least thirty (30) days prior written notice has been given to the City. If the words "endeavor to" appear in the portion of the certificate addressing cancellation, those words shall be stricken from the certificate by the agent(s) completing the certificate. The City reserves the right to request and receive a certified copy of any policy.

(d) Failure on the part of the Delo Apartments to procure and maintain and to cause its subcontractors to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of Delo Apartments' obligations hereunder, for which the City may immediately terminate or limit Delo Apartments' rights hereunder; or, at its discretion the City may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the City shall be repaid by Delo Apartments to the City upon demand.

8. Indemnification. Except for liability resulting from gross negligence or willful or wanton conduct by the City, its officers and/or employees, Delo Apartments shall be solely responsible for all damages to persons or property which may in whole or in part be caused by Delo Apartments, or its agents, employees or contractors, or which may result or arise in whole or in part from their activities on the City Parcel, and Delo Apartments shall indemnify and hold harmless the City, its elected and appointed officials, and its employees, agents and representatives, from any and all liability, damage, loss, cost or expense, including but not limited to reasonable attorney fees, which the City, its elected and appointed officials, and its employees, agents and representatives may suffer as a result of any and all claims, demands, actions, costs or judgments made or brought against them by any person or entity, and which arise either in whole or in part from, or are in any way connected with, Delo Apartments' use and occupancy of the City Parcel, or with this Agreement or the rights and obligations of the Delo Apartments hereunder. By demanding this right to indemnification, the City in no way waives or intends to waive the limitations on liability or other protections which are provided to the City and its employees under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 et seq.

9. Police Powers Retained. Nothing contained in this Agreement shall constitute or be interpreted as a repeal of the City's ordinances or resolutions, or as a waiver of the City's legislative, governmental, or police powers to promote and protect the health, safety, and welfare of

the City and its inhabitants.

10. Notice. Except as provided in paragraph 3(e), any notice or communication required or permitted hereunder shall be given in writing and shall be personally delivered, sent by national overnight courier or United States mail, postage prepaid, registered or certified mail, return receipt requested, addressed as follows:

City of Louisville
City Manager
749 Main Street
Louisville, CO 80027

Delo Apartments, LLC
c/o Justin McClure
1002 Griffith Street
Louisville, CO 80027

or to such other address or the attention of such other person(s) as hereafter designated in writing by the applicable parties in conformance with this procedure. Notices shall be effective upon personal delivery, receipt of facsimile transmission, or upon mailing (if sent by overnight courier or United States mail) in compliance with this paragraph.

11. No Joint Venture or Partnership. No form of joint venture or partnership exists between the City and Delo Apartments, and nothing contained in this Agreement shall be construed as making the City and Delo Apartments joint venturers or partners.

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

13. No Property Interest. Delo Apartments agrees that it does not have or claim, and shall not at any time in the future have or claim, any ownership interest or estate in the City Parcel by virtue of this Agreement or by virtue of its use of the Detention Pond, other than the license granted in Section 2 above.

14. Binding Effect of Agreement. This Agreement shall run with the Lots and the City Parcel and shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto. This Agreement shall be recorded in the real property records of the office of the Clerk and Recorder, County of Boulder, State of Colorado at Delo Apartments' expense.

15. Assignment, Delegation and Notice. This Agreement, or any part of this Agreement, may not be assigned by Delo Apartments to any other party without the prior written approval of the City, which approval shall not be unreasonably withheld, conditioned or delayed. The City may require as part of any such approval that the successor execute its consent to such assignment to be bound by specified terms and conditions hereof and other applicable documents, and that such successor provide to the City a replacement Performance Guarantee prior to release of any Performance Guarantee then currently posted with the City.

16. **Modification and Waiver.** No modification of the terms of this Agreement shall be valid unless in writing and executed with the same formality as this Agreement, and no waiver of the breach of the provisions of any section of this Agreement shall be construed as a waiver of any subsequent breach of the same section or any other sections which are contained herein.

17. **Authority.** The undersigned warrant to have full power and authority to enter into this Agreement.

18. **Severability.** This Agreement is to be governed and construed according to the laws of the State of Colorado. In the event that any provision of the Agreement is held to be violative of the City, state, or federal laws and hereby rendered unenforceable, the City, in its sole discretion, may determine whether the remaining provisions will or will not remain in force.

19. **Performance Guarantee.** Prior to the commencement of the Maintenance Term, Delo Apartments shall procure, post with the City and maintain for the Maintenance Term, a cash deposit with the City in the amount of Ten Thousand dollars (\$10,000.00) ("Performance Guarantee"), for the purpose of assuring Delo Apartments' faithful performance of its maintenance obligations under this Agreement. If Delo Apartments fails to perform its maintenance obligations or fails to pay the City's costs for performing such maintenance obligations, after notice from the City, as described in Section 4 above, the City may use funds from the Performance Guarantee for such costs. Upon demonstrated consistent compliance with the maintenance obligations in this Agreement for a period of five years after the commencement of the Maintenance Term, Delo Apartments may apply to the City for a return of the Performance Guarantee, which shall not be unreasonably withheld by the City. Any interest accrued on the Performance Guarantee shall accrue to the City. The Performance Guarantee required by this Agreement may not be combined with any other Performance Guarantee.

20. **Recitals.** The Recitals hereinabove set forth are incorporated in and made a part of this Agreement.

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EXHIBIT A
TO DETENTION POND MAINTENANCE AND LICENSE AGREEMENT
(City Parcel – Detention Pond)

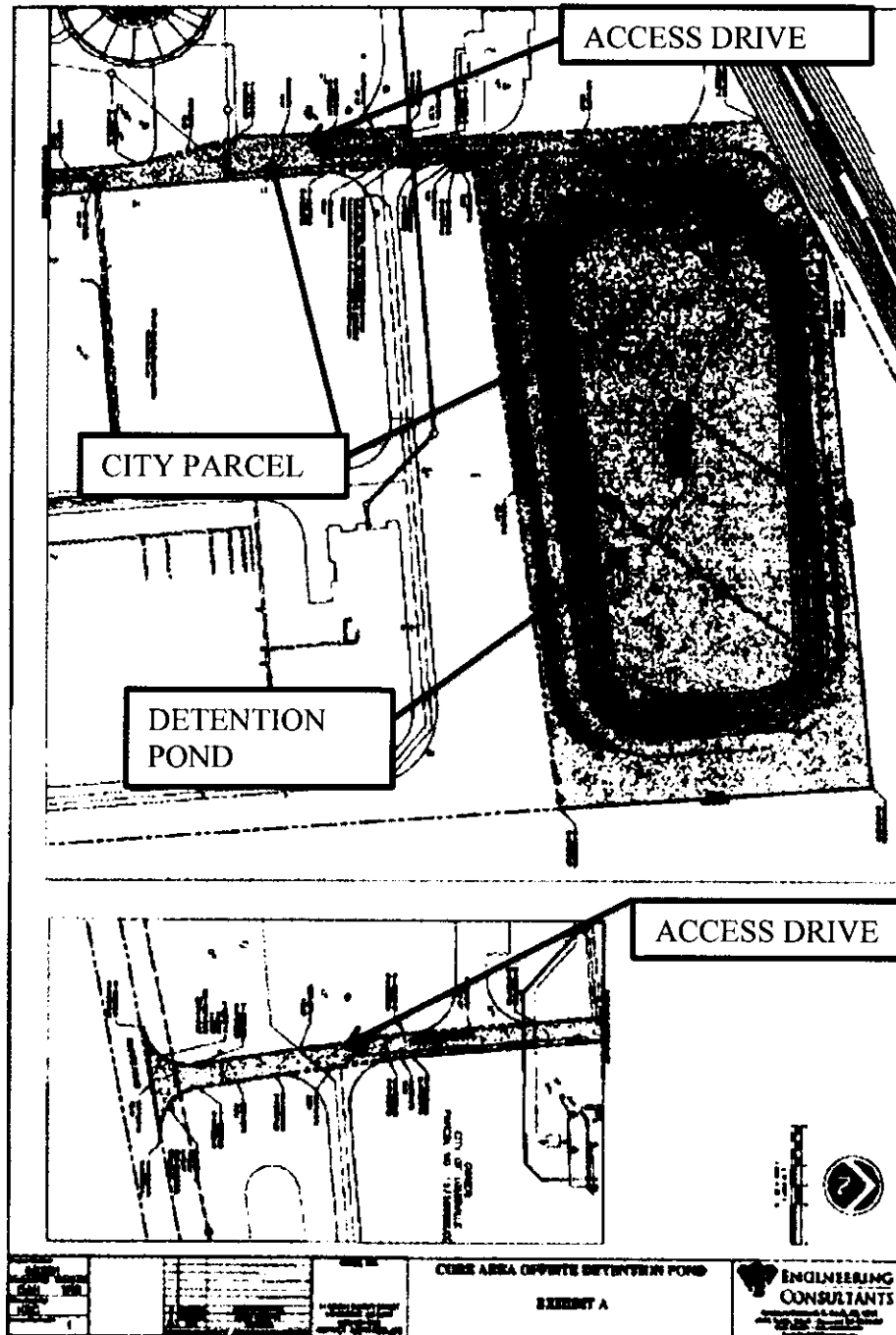
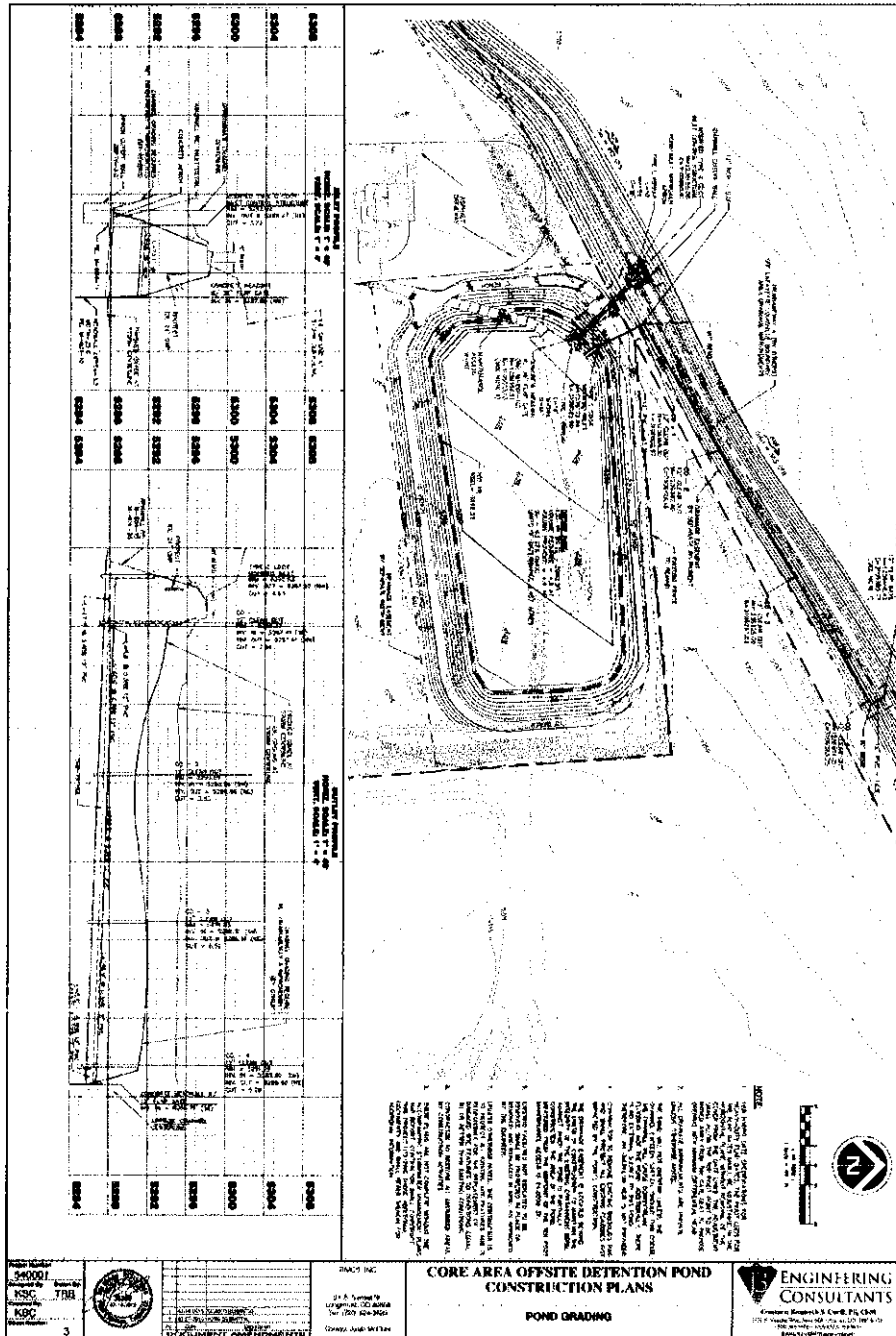
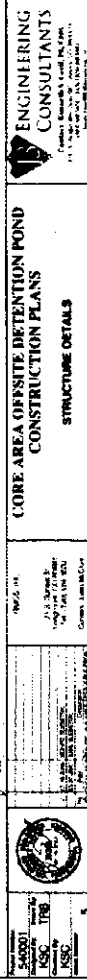


EXHIBIT B
TO DETENTION POND MAINTENANCE AND LICENSE AGREEMENT
(Facilities to be maintained)

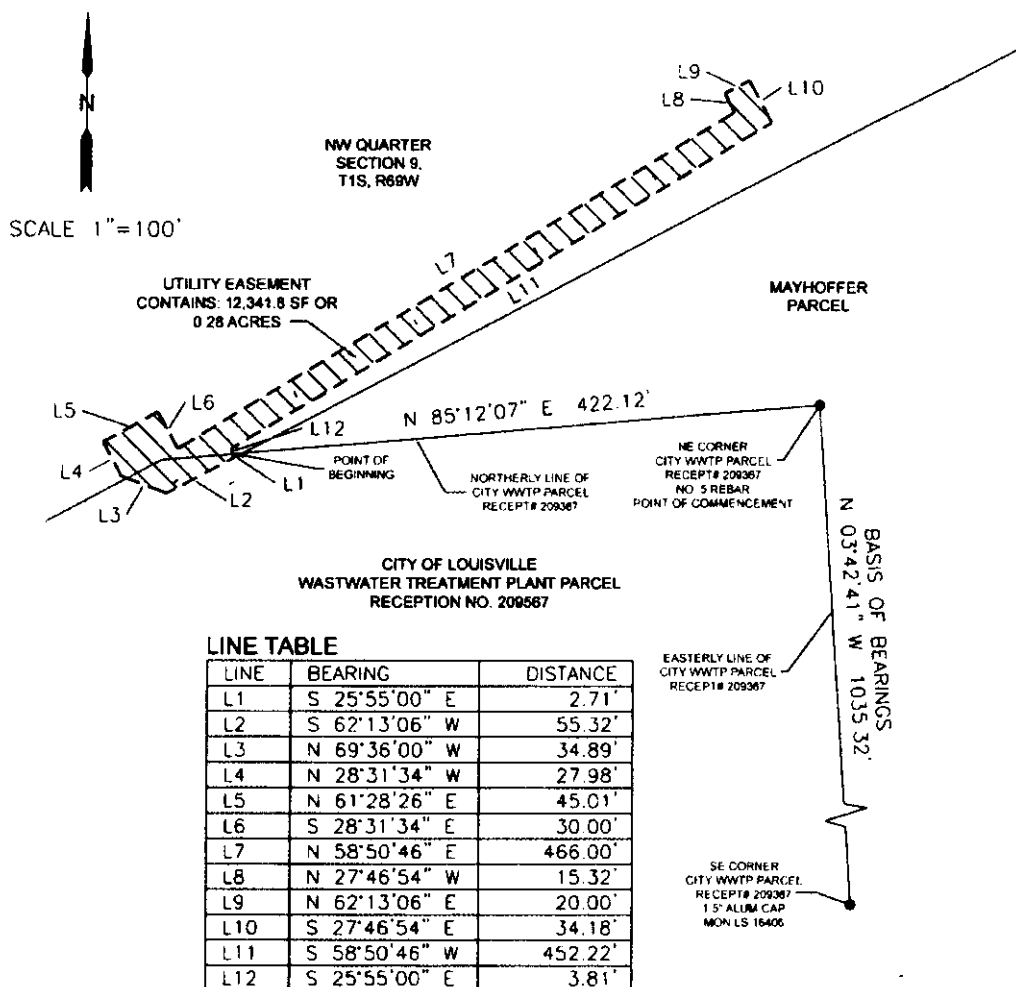




Harney Lastoka Maintenance Area

A UTILITY AND DRAINAGE EASEMENT LOCATED IN
THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 1 SOUTH, RANGE 69 WEST OF THE 6TH
PRINCIPAL MERIDIAN, CITY OF LOUISVILLE, COUNTY OF BOULDER, STATE OF COLORADO.

Page 1 of 2



NOTES:

- 1) THE PURPOSE OF THIS EXHIBIT IS TO DEPICT A UTILITY AND DRAINAGE EASEMENT FOR THE CITY OF LOUISVILLE CORE AREA OFFSITE DETENTION POND PROJECT
- 2) BOUNDARY INFORMATION FROM RECORD LAND SURVEY PLATS.
- 3) THIS EXHIBIT IS NOT A LAND SURVEY PLAT IN CONFORMANCE WITH CRS 38-51-106

ROCK CREEK SURVEYING, LLC
LAND SURVEYING SERVICES
3021 GARDENIA WAY
SUPERIOR, CO 80027
Phone: 303-521-7376

Prepared By:
ROBERT A. RICKARD, CO PLS 28283 Date: 08-13-2015

Harney Lastoka Maintenance Area**Page 2 of 2****EASEMENT LEGAL DESCRIPTION**

A UTILITY AND DRAINAGE EASEMENT OF VARIABLE WIDTH LOCATED IN THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 1 SOUTH, RANGE 69 WEST OF THE 6TH PRINCIPAL MERIDIAN AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEARINGS CONTAINED HEREIN ARE BASED ON THE ASSUMPTION THAT THE EASTERLY LINE OF THE CITY OF LOUISVILLE, EMPIRE ROAD WASTEWATER TREATMENT PLANT PARCEL RECORDED AS RECEPTION NO. 209367 AND AS SHOWN ON LAND SURVEY PLAT DATED MARCH 4, 2011 NO. LS-11-0048 AS BEARING N 03°42'41" W BETWEEN A NO. 5 REBAR WITH 1 5 INCH ALUMINUM CAP STAMPED LS 16406 AT THE SOUTHEASTERLY CORNER OF SAID PARCEL AND A NO. 5 REBAR AT THE NORTHEASTERLY CORNER OF SAID PARCEL.

COMMENCING AT THE NORTHEASTERLY CORNER OF THE CITY OF LOUISVILLE WASTEWATER TREATMENT PLANT PARCEL, RECORDED AS RECEPTION NO 209367;

THENCE S 85°12'07" W ALONG THE NORTHERLY LINE OF SAID WASTEWATER TREATMENT PLANT PARCEL A DISTANCE OF 422.12 FEET TO THE POINT OF BEGINNING;

THENCE THE FOLLOWING (12) COURSES AND DISTANCES

- 1) THENCE S 25°55'00" E A DISTANCE OF 2.71 FEET;
- 2) THENCE S 62°13'06" W A DISTANCE OF 55.32 FEET;
- 3) THENCE N 69°36'00" W A DISTANCE OF 34.89 FEET;
- 4) THENCE N 28°31'34" W A DISTANCE OF 27.98 FEET;
- 5) THENCE N 61°28'28" E A DISTANCE OF 45.01 FEET;
- 6) THENCE S 28°31'34" E A DISTANCE OF 30.00 FEET;
- 7) THENCE N 58°50'46" E A DISTANCE OF 466.00 FEET;
- 8) THENCE N 27°46'54" W A DISTANCE OF 15.32 FEET;
- 9) THENCE N 62°13'06" E A DISTANCE OF 20.00 FEET;
- 10) THENCE S 27°46'54" E A DISTANCE OF 34.18 FEET;
- 11) THENCE S 58°50'46" W A DISTANCE OF 452.22 FEET;
- 12) THENCE S 25°55'00" E A DISTANCE OF 3.81 FEET TO THE POINT OF BEGINNING.

EASEMENT CONTAINS: 12,341.8 SQUARE FEET OR 0.28 ACRES

PREPARED BY:

ROBERT A. RICKARD, PLS
COLORADO PROFESSIONAL LAND SURVEYOR NO. 28283
FOR AND ON BEHALF OF ROCK CREEK SURVEYING, LLC.
3021 GARDENIA WAY, SUPERIOR, CO 80027
PHONE: 303-521-7376

EXHIBIT C
TO DETENTION POND MAINTENANCE AND LICENSE AGREEMENT
(Maintenance Standards for Mowing and Trimming, Weed Control & Graffiti Control)

1. Mowing and Trimming

- a. The pond should be mowed and trimmed twice per year during the growing season or as needed to maintain an even level not greater than 12" high.
- b. The use of mulching mowers is encouraged. Excessive clippings that accumulate on the turf shall be removed and disposed of off-site.
- c. All mowing equipment shall be equipped with sharp blades so as not to tear, but cleanly cut the blades of grass.
- d. Rotary walk-behind or riding mowers are required for mowing. Mowers and trimmers shall be operated in a safe and orderly manner.
- e. Grass shall be cut in a professional manner so as not to scalp turf or leave uncut areas.
- f. Care shall be taken to prevent discharge of grass clippings into the storm drains or onto any paved surfaces such as streets, sidewalks, driveways, or adjacent properties. Any material so discharged shall be removed immediately.
- g. All trash and litter shall be removed from the site prior to initiating any mowing of the grass areas. Trash and litter shall be hauled from site and disposed of properly.
- h. All trimming shall be done using a string trimmer.
- i. All trimming shall be accomplished concurrently with the mowing operation and done at the same height as the adjacent grass.
- j. Special care shall be taken so as not to inflict damage to the bark of trees, fence posts, etc.

2. Weed Control

- a. Weeds shall be removed or killed as the weeds emerge.
- b. Weeds shall be removed if they are larger than two inches (2") in height or diameter and disposed of off-site.
- c. Precautions shall be taken to keep persons away from herbicide treated areas until the area is safe for entry. Herbicide applications shall be made at times when citizen presence is minimal.

- d. Pesticide flagging shall be placed prior to an application which shall include the company name, phone number, time and date of application and chemical applied on each flag. Flags shall be placed at all entrances and other highly visible areas throughout the site and shall be removed as soon as the area is safe for entry.
- e. All chemicals shall be used in accordance with label directions and the manufacturer's recommended handling methods. All governmental and industry recommendations and regulations apply.
- f. All pesticide applications shall be performed under the direction of a licensed applicator by the State of Colorado Department of Agriculture and in accordance with the Colorado Pesticide Applicator's Act. All City regulations and best management practices apply.
 - i. It is the contractor's responsibility to identify and properly notify any person listed on the Registry of Pesticide Sensitive Person whose property abuts that on which the application is scheduled before any pesticide application is performed.
 - ii. The contractor assumes full and complete responsibility for any undesirable plant kill or plant damage on the maintenance areas or adjacent property and for any adverse effects caused by pesticide applications.
 - iii. All pesticides recommended for use and all application of pesticides shall be reported to the Parks Superintendent.

3. Litter

- a. All hand litter and other debris shall be picked up in accordance to the mowing frequency. Litter and debris shall be picked up prior to mowing and hauled from the site.

4. Graffiti

- a. Graffiti shall be removed within forty-eight hours from all surfaces such as: hard surfaces, retaining walls, exposed concrete, fencing, etc.
- b. All materials and processes used in removal shall be non-injurious to surfaces and adjacent property. If repainting is required, appropriate surface preparation shall be made on painted surfaces. Paint applied shall be the exact shade of color as existing paint.

5. Piping, Inlet Structures and Headwalls

- a. Provide pipe jetting and debris and silt removal as needed and as directed by the City. Piping shall not have a restriction greater than 20% based on depth.
- b. Provide flap gate inspection and maintenance in accordance with manufactures recommendations and as directed by the City.

EXHIBIT D TO DETENTION POND MAINTENANCE AND LICENSE AGREEMENT

Inspection Report Form

City of Louisville Colorado	
DETENTION BASIN (DB) INSPECTION FORM	
Date: _____	
Subdivision/Business Name: _____	Inspector: _____
Subdivision/Business Address: _____	
Weather: _____	
Date of Last Rainfall: _____	Amount: _____ Inches
Property Classification: Residential Multi Family Commercial Other: _____ (Circle One)	
Reason for Inspection: Routine Complaint After Significant Rainfall Event (Circle One)	
INSPECTION SCORING - For each facility inspection item, insert one of the following scores. 0 = No deficiencies identified 2 = Routine maintenance required 1 = Monitor (potential for future problem) 3 = Immediate repair necessary N/A = Not applicable	
FEATURES	
1.) Inflow Points _____ Riprap Displaced _____ Erosion Present/Outfall Undercut _____ Sediment Accumulation _____ Structural Damage (pipe, end-section, etc.) _____ Woody Growth/Weeds Present	2.) Forebay _____ Sediment/Debris Accumulation _____ Concrete Cracking/Failing _____ Drain Pipe/Wier Clogged (not draining) _____ Wier/Drain Pipe Damage
3.) Trickle Channel (Low-flow) _____ Sediment/Debris Accumulation _____ Concrete/Riprap Damage _____ Woody Growth/Weeds Present _____ Erosion Outside Channel	4.) Bottom Stage (Micro-Pool) _____ Sediment/Debris Accumulation _____ Woody Growth/Weeds Present _____ Bank Erosion _____ Mosquitoes/Algae Treatment _____ Petroleum/Chemical Sheen
5.) Outlet Works _____ Trash Rack/Well Screen Clogged _____ Structural Damage (concrete, steel, subgrade) _____ Orifice Plate(s) Missing/Not Secure _____ Manhole Access (cover, steps, etc.) _____ Woody Growth/Weeds Present	6.) Emergency Spillway _____ Riprap Displaced _____ Erosion Present _____ Woody Growth/Weeds Present _____ Obstruction/Debris
7.) Upper Stage (Dry Storage) _____ Vegetation Sparse _____ Woody Growth/Undesirable Vegetation _____ Standing Water/Boggy Areas _____ Sediment Accumulation _____ Erosion (banks and bottom) _____ Trash/Debris _____ Maintenance Access	8.) Miscellaneous _____ Encroachment in Easement Area _____ Graffiti/Vandalism _____ Public Hazards _____ Burrowing Animals/Pests _____ Other
Inspection Summary / Additional Comments: _____	
OVERALL FACILITY RATING (Circle One) 0 = No Deficiencies Identified 2 = Routine Maintenance Required 1 = Monitor (potential for future problem exists) 3 = Immediate Repair Necessary	
This inspection form shall be kept a minimum of 3 years and made available to the City of Louisville upon request.	

ASSIGNMENT OF DETENTION POND MAINTENANCE AND LICENSE AGREEMENT

(Delo Subdivision, City of Louisville)

THIS ASSIGNMENT OF DETENTION POND MAINTENANCE AND LICENSE AGREEMENT is made and entered into this ____ day of _____, 2024 by and between the CITY OF LOUISVILLE (the “City”), DELO APARTMENTS, LLC, a Colorado limited liability company (“Delo Apartments” or “Assignor”), and CT DELO, LLC, a Delaware limited liability company and HG DELO, LLC, a Delaware limited liability company (each an “Assignee” and collectively, “Assignees”).

WHEREAS, the City and Delo Apartments entered into that Detention Pond Maintenance and License Agreement dated August 4, 2017 (the “Agreement”), which Agreement was recorded with the Boulder County Clerk and Recorder on August 23, 2017 at Reception No. 03610786; and

WHEREAS, Section 3(b) of the Agreement requires Delo Apartments to inspect the Detention Pond and all facilities at least once every six months to ensure the Detention Pond and all associated BMPs function properly under the conditions for which they are designed, and Section 3(c) of the Agreement requires Delo Apartments to submit Inspection Reports to the City; and

WHEREAS, the City has not received Inspection Reports; and

WHEREAS, Section 19 of the Agreement required Delo Apartments to post with the City and maintain a cash deposit in the amount of Ten Thousand Dollars (\$10,000.00), for the purpose of Delo Apartments’ faithful performance of its maintenance obligations under the Agreement, which cash deposit has not been made by Delo Apartments; and

WHEREAS, Section 15 of the Agreement provides Delo Apartments may not assign the Agreement to any other party without the prior written approval of the City, and the City may require as part of any such approval that the successor execute its consent to such assignment to be bound by the terms and conditions of the Agreement and other applicable documents, and that such successor provide to the City a replacement Performance Guarantee prior to release of any Performance Guarantee then currently posted with the City; and

WHEREAS, Delo Apartments has requested the City approve assignment of the Agreement to Assignees in connection with the sale of property benefitted by the Agreement; and

WHEREAS, by this Agreement the City desires to approve such assignment and Assignees desire to accept such assignment, and each Assignee agrees to fulfill all obligations of the Agreement, including but not limited to the requirement to inspect the

Detention Pond and facilities, provide the City with copies of Inspection Reports, and provide and maintain a Performance Guarantee, all as required by the Agreement.

NOW, THEREFORE, in consideration of the recitals, promises, payments, covenants and undertakings hereinafter set forth, and other good and valuable consideration, which is hereby acknowledged and receipted for, the parties agree as follows:

1. The foregoing recitals are incorporated herein.
2. Delo Apartments hereby assigns, sets over and transfers unto Assignees all of its right, title and interest in and to and delegates all its obligations set forth in the Detention Pond Maintenance and License Agreement (the "Agreement") and Assignees hereby accept such assignment and assumes and agrees to perform all of the terms and covenants of the Agreement, including providing the Performance Guarantee required by the Agreement, performing inspections of the Detention Pond and facilities at least once every six months, and providing Inspection Reports to the City.
3. The City hereby approves the foregoing assignment and delegation, conditioned upon execution of this Assignment by all parties and further conditioned upon Assignees providing the cash Performance Guarantee required by the Agreement.
4. Delo Apartments and Assignees each agree to indemnify and hold harmless the City, its officers, employees, agents, and servants, and to pay any and all judgments rendered against said persons on account of any suit, action, or claim caused by, arising from, or on account of the acts or omissions or representations in this Assignment by each and their officers, employees, agents, consultants, contractors, and subcontractors or representations by each in this Assignment, and to pay to the City and said persons their reasonable expenses, including but not limited to reasonable attorney fees and reasonable expert witness fees, incurred in defending any such suit, action or claim; provided, however, that such obligation herein shall not apply to the extent said suit, action, or claim results from any acts or omissions of officers, employees, agents or servants of the City.
5. This Assignment may be executed in one or more counterparts, and when all counterparts are so signed, the sum of them shall be considered the original, and shall be deemed to have been signed as one integrated document.
6. The addresses for any notice pursuant to this Assignment or the Agreements shall be as follows:

City of Louisville
Attn: City Manager
749 Main Street
Louisville, CO 80027

with a copy to:
City of Louisville
Attn: City Attorney
749 Main Street
Louisville, CO 80027

Delo Apartments, LLC
Attn: Randall Bjerke
Gordon Sims
Scot Smith
3769 Orange Lane
Boulder, CO 80304

with a copy to:

CT Delo LLC
Attn: Ben Agin
390 Union Boulevard, Suite 150
Lakewood, CO 80228

with a copy to:
Fox Rothschild LP
Attn: Stephen Bohara
1225 17th Street, Suite 2200
Denver, CO 80202

HG Delo, LLC
Attn: Ben Agin
390 Union Boulevard, Suite 150
Lakewood, CO 80228

with a copy to:
Fox Rothschild LP
Attn: Stephen Bohara
1225 17th Street, Suite 2200
Denver, CO 80202

or to such other address or the attention of such other person(s) as hereafter designated in writing by the applicable parties in conformance with this procedure. Notices shall be effective upon mailing or personal delivery in compliance with this paragraph.

IN WITNESS WHEREOF, the parties have executed this Assignment of Detention Pond Maintenance and License Agreement as of the date set forth above.

CITY OF LOUISVILLE, COLORADO

By: _____
Christopher M. Leh, Mayor

ATTEST:

Genny Kline, Interim City Clerk

ASSIGNOR:

DELO APARTMENTS, LLC,
a Colorado limited liability company

By: _____

Title: _____

ACKNOWLEDGMENT

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2024 by _____ as _____ of Delo Apartments, LLC

Witness my hand and official seal.

My commission expires: _____

ASSIGNEE:

CT Delo, LLC
a Delaware limited liability company

By: _____

Title: _____

ACKNOWLEDGMENT

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2024 by _____ as _____ of CT Delo, LLC.

Witness my hand and official seal.

My commission expires: _____

ASSIGNEE:

HG Delo, LLC
a Delaware limited liability company

By: _____

Title: _____

ACKNOWLEDGMENT

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2024 by _____ as _____ of HG Delo, LLC.

Witness my hand and official seal.

My commission expires: _____

EXHIBIT A
Legal Description

Lots 1, 2 and 3, Block 13; Lot 1, Block 14; Tracts A, B, C, D and E
Delo Subdivision – Replat No. 1
City of Louisville
County of Boulder
State of Colorado

Tract A
Industrial Area Subdivision Replat No. 1
City of Louisville
County of Boulder
State of Colorado

MAINTENANCE AND LICENSE AGREEMENT
(Delo Subdivision, City of Louisville)

THIS MAINTENANCE AND LICENSE AGREEMENT ("Agreement") is made and entered into this 3rd day of August, 2017, by and between the **CITY OF LOUISVILLE**, a Colorado home rule municipal corporation, in the County of Boulder, State of Colorado ("City"), and **DELO APARTMENTS, LLC**, a Colorado limited liability company ("Delo").

WHEREAS, the City has approved the following plats and plans for the Delo Subdivision ("Subdivision"), generally located west of State Highway 42 and east of the BNSF right-of-way between Griffith and South Streets in the City of Louisville: Delo Subdivision Plat dated October 3, 2014 and recorded at Reception No. 03406287 in the Office of the Boulder County Clerk and Recorder ("Boulder County Records"); Delo Final Planned Unit Development Phase 1 dated October 3, 2014 and recorded at Reception No. 03406288, Boulder County Records; Delo Subdivision – Replat No. 1 dated September 25, 2015 and recorded at Reception No. 03475556, Boulder County Records; Final Planned Unit Development Phase 2 dated September 9, 2015 and recorded at Reception No. 03475557, Boulder County Records; and Industrial Area Subdivision – Replat No. 1 dated September 18, 2015 and recorded at Reception No. 03474387, Boulder County Records (collectively, and as may be amended from time to time, the "Plans"); and

WHEREAS, in connection with the approval and recording of the Plans, the City and Takoda Properties, Inc. ("Takoda") entered into the Delo Subdivision Agreement dated October 2, 2014 and recorded at Reception No. 03406289, Boulder County Records ("Phase 1 SA") and the Delo Phase 2 Subdivision Agreement dated September 25, 2015 and recorded at Reception No. 0347555, Boulder County Records ("Phase 2 SA"); and

WHEREAS, pursuant to the provisions of Section 16.16.060.B of the Louisville Municipal Code, Takoda, as the Subdivider of the Subdivision, was required to dedicate land in the Subdivision to the City for park and public purposes; and

WHEREAS, Takoda satisfied the public use dedications required in connection with the Plans by: (1) dedicating to the City those certain outlots and rights-of-way identified and depicted on the Plans as Caledonia Plaza (Outlot A of Delo Replat No. 1); Nawatny Greenway (Outlots B, C of Delo Replat 1, Outlot 1 of Industrial Area Replat No. 1, and existing East Lafayette Street Right-of-Way); Cannon Street Public Right-of-Way; and the Cannon Street Woonerf; and (2) constructing and installing landscaping, hardscaping and other improvements in such areas; and

WHEREAS, the foregoing outlots, rights-of-way, landscaping, hardscaping and other improvements shall be referred to as the "Public Use Areas," which are further described and depicted on Exhibit A, attached hereto and incorporated herein by reference; and

WHEREAS, the Phase 2 SA states that Takoda, its successor and assigns, shall be responsible for maintenance of the Public Use Areas and shall enter into a maintenance

agreement to further delineate perpetual maintenance responsibilities of the Public Use Areas; and

WHEREAS, Delo is the successor to Takoda, and the parties have mutually agreed that Delo shall be responsible for perpetual maintenance of the Public Use Areas and the City shall be responsible for certain capital repairs within the Public Use Areas; and

WHEREAS, the parties desire to enter into this Maintenance Agreement to further describe and delineate their respective maintenance and repair obligations.

NOW, THEREFORE, in consideration of the foregoing, the parties hereto promise, covenant and agree as follows:

1. **Term.** This Agreement shall be effective on the date the City has issued its written Final Acceptance (as that term is defined in the Phase 2 SA) of the Public Use Areas and shall remain in effect until the date that the Public Use Areas cease to function and operate as public use areas as solely determined in writing by resolution of the City Council of the City (the "Maintenance Term").

2. **License.** The City hereby grants to Delo, its agents, employees and contractors a non-exclusive license to enter into, over, across, under and upon the Public Use Areas for the purpose of access, ingress, egress and all activities related to the maintenance of the Public Use Areas during the Maintenance Term. Except as specifically allowed by the Plans or other written approval of the City, Delo shall not place, build, expand, or add to any structures or other items on the Public Use Areas. Delo understands that the license granted hereunder is granted subject to prior franchise agreements and subject to all easements and other interests of record applicable to the Public Use Areas.

3. **Maintenance Obligations.** Delo, at its sole expense, shall be responsible for the following obligations with respect to the Public Use Areas:

A. Providing labor, tools, supervision, supplies, materials, equipment and any and all other items necessary to maintain the Public Use Areas in accordance with the maintenance table set forth at Exhibit B and the landscaping service standards set forth in Exhibit C, attached hereto and incorporated herein by reference, including performance of the specific maintenance tasks and obligations as noted on said Exhibits B and C, in order to maintain the life of the Public Use Areas.

B. Setting up water service accounts in its name and timely paying all charges for all water used in connection with the maintenance, upkeep and irrigation of the Public Use Areas, subject to the following: After Final Acceptance (as that term is defined in the Phase 2A), water consumption charges for water supplied for Caledonia Plaza (Outlot A of Delo Replat No. 1); Nawatny Greenway (Outlots B, C of Delo Replat 1, Outlot 1 of Industrial Area Replat No. 1, and existing East Lafayette Street Right-of-Way); and the Cannon Street Woonerf shall be paid for by the City up to an aggregate total amount of 742,395 gallons per year. Payment of water consumption charges for

water supplied for such lands exceeding 742,395 gallons per year shall be the responsibility of Delo. Total annual water consumption for such lands will be calculated by the City in December of each year. If the total consumption for the year exceeds 742,395 gallons, Delo shall pay the water consumption charges for the gallons used in excess of 742,395 gallons. Any such payment due shall be paid within 30 days of invoicing and shall be collectible in the same manner as other water utility charges required to be paid by Delo. If the total annual water consumption is less than 742,395 gallons, no credit will be provided. The above-stated annual water consumption amount to be paid by the City shall be subject to the adjustment in the event there is a material change in the water use requirements for such lands, or in conjunction with any proposed revisions to the landscaping or development plans for the City lands. In the event of conflict between this subsection 3.B and subsection 8.2(b) of the Phase 2A, this subsection 3.B shall control.

C. Taking such actions as necessary to maintain the Public Use Areas in a good, safe and usable condition at all times. Delo, its agents, employees and contractors shall comply at all times with the ordinances, resolutions, rules, and regulations of the City; with the terms, conditions and requirements of the approved Plans; and with the terms and conditions of this Agreement.

D. In the exercise of its obligations pursuant to this Agreement, Delo shall use commercially reasonable efforts to avoid any damage or interference with any City installations, structures, utilities, or improvements on, under, or adjacent to the Public Uses Areas. Delo shall restore any City facilities damaged by its activities permitted hereunder to the condition that existed immediately prior to the commencement of such activities.

E. If requested by the City, maintenance contractors or managers from Delo shall meet at least twice each year with the City in the Public Use Areas to inspect the Public Use Areas and review Delo's compliance with its maintenance obligations.

4. City Maintenance and Repair Obligations. The City shall be responsible for maintaining the Cannon Street Public Right of Way and Cannon Street Woonerf Right of Way except as set forth in Exhibit B. The City shall be responsible for completing capital repairs to improvements within the Public Uses Areas in accordance with the capital repair guidelines set forth at Exhibit D. For purpose of this Agreement, a "capital repair" shall mean a repair or replacement expense other than routine or periodic maintenance that is intended to materially extend the useful life of, or replace in its entirety, an improvement or portion thereof. Delo shall be responsible for timely notifying the City in writing of items needing capital repair and shall be responsible for immediately notifying the City as soon as possible after first learning of the need for capital repairs that involve a threat to public, health, safety and welfare. Notwithstanding the foregoing:

A. Delo shall be responsible at its expense for completing any repairs caused by the negligent acts or omissions or willful misconduct of Delo, its employees, agents and contractors.

B. The City shall be responsible for replacing shrubs, trees and turf if and only if the level of service standards set forth in Exhibit C are met or exceeded and replacement is needed.

C. The City shall have no obligation to repair or replace improvements within City rights of way with non-City standard finishes or enhancements unless Delo or a party or parties other than the City advances the additional costs for such non-City standard finishes or enhancements. (For example, and for illustrative purposes only, if a portion of colored concrete within the Cannon Street right-of-way needs to be removed and replaced, the City shall replace such portion with non-colored concrete unless the additional costs for colored concrete finish are advanced to the City.)

The City's maintenance and repair obligations for Public Use Areas shall be limited to those obligations expressly set forth in this Agreement. In the event of disagreement between or among the City, Delo and/or owner of property described in Exhibit E attached hereto regarding maintenance or repair responsibility for any improvement(s) in the Public Use Areas not expressly addressed in this Agreement, Delo shall be responsible for the maintenance or repair of such improvement(s) unless the City, by written instrument signed by the City Manager, agrees to be responsible for maintenance and/or repair of the improvement(s) as specified in such written instrument.

5. Open to Public. Delo agrees and acknowledges the Public Use Areas are public areas open to the public and that nothing herein gives Delo the right to restrict or exclude any person or entity from the Public Use Areas. If Delo needs to close the Public Use Area for a period of more than four (4) hours for public safety reasons in order to perform its maintenance obligations, it shall first obtain the City's written approval.

6. Breach. If Delo fails to comply with its obligations relating to the Public Use Areas, such noncompliance shall constitute a breach of this Agreement. The City, in addition to any other remedy available to it for breach, shall have the right but not the obligation to take such measures as it determines necessary to bring the Public Use Areas into compliance with this Agreement, and the cost of any such measures shall be paid by Delo. Except during an emergency, the City shall provide written notice to Delo, not to be less than fifteen (15) days, and allow Delo the opportunity to perform such measures. If Delo fails to perform such measures within the time prescribed and to the City's satisfaction, upon providing Delo at least five (5) business days' notice, the City may cause such measures to be taken and bill the actual and reasonable cost thereof to Delo, including without limitation all costs for labor, material and equipment used to complete such measures, accompanied by reasonable evidence of such expenditures. The cost of any such measures shall be paid by Delo within 30 days of written demand for payment thereof. Any amounts not so paid shall bear interest at the rate of 0.5% per month from the date the demand was received until paid, and the City shall be entitled to all costs of collection to collect such amounts, including but not limited to court costs and reasonable attorney fees. Further, any such amounts owing to the City may be billed in the same manner and in conjunction with charges to Delo for water service provided in connection with the Public Use Areas.

Further, upon a failure of Delo to maintain the Public Use Areas, the City shall have the right, pursuant to C.R.S. § 24-67-105(c), as from time to time amended, to maintain the Public Use Areas and assess the costs thereof upon real property described on Exhibit E attached hereto, in accordance with said section and applicable law. For purposes of this Agreement, Delo agrees the improvements within the Public Use Areas required to be maintained by Delo constitute “common open space” as defined in C.R.S. § 24-67-103(1), as amended from time to time.

The City shall also have the right to the remedy of injunctive relief to compel performance of the obligations of this Agreement. All remedies of the City shall be cumulative and the exercise of one remedy shall not preclude the City from pursuing other remedies for the same breach or any other breach of the same section or any other sections of this Agreement.

7. **Performance Guarantee.** Prior to the commencement of the Maintenance Term, Delo shall procure, post with and maintain for the Maintenance Term, a cash deposit with the City in the amount of Ten Thousand dollars (\$10,000.00) (“Performance Guarantee”), for the purpose of assuring Delo’s faithful performance of its maintenance obligations under this Agreement. If Delo fails to perform its maintenance obligations and fail to pay the City’s costs for performing such maintenance obligations, after notice from the City, as described in Section 6 above, the City may use funds from the Performance Guarantee for such costs. Upon demonstrated consistent compliance with the maintenance obligations in this Agreement for a period of five years after the commencement of the Maintenance Term, Delo may apply to the City for a return of the Performance Guarantee, which shall not be unreasonably withheld by the City; provided, however, that if the City approves a return of the Performance Guarantee, it may in connection therewith require the substitution of a performance bond for continued faithful performance of Delo’s maintenance obligations under this Agreement. Any interest accrued on the Performance Guarantee shall accrue to the City. The Performance Guarantee required by this Agreement may not be combined with any other Performance Guarantee.

8. **Maintenance Districts.** This Agreement shall not preclude the establishment of one or more special taxing districts, assessment districts or other mechanisms for maintaining, repairing, operating or replacing improvements in the Public Use Areas, in accordance with applicable law.

9. **City’s Reservation of Rights.** The City reserves the right to use and occupy the Public Use Areas for any purpose of the City. Delo, for itself, its successors and assigns, hereby releases the City, its officers and employees from any and all claims of damage or liability for any disturbance of or damage to the Public Use Areas resulting from the City’s use of the Public Use Areas, excepting only liability arising from gross negligence or willful or wanton conduct by the City, its officers and/or employees.

10. **Personal Property.** The City shall have no responsibility, liability, or obligation with respect to the safety or security of any personal property of Delo placed or located on, at, or in the Public Use Areas, it being acknowledged and understood by Delo that the safety and security of any such property is the sole responsibility and risk of Delo.

11. Insurance.

A. Delo shall each procure and maintain, and cause each of its subcontractors performing work on the Public Use Areas to procure and maintain, the minimum insurance coverages listed below. All coverages shall be maintained to cover all liability, claims, demands, and other obligations pursuant to this Agreement. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such coverage.

1. Workers' Compensation insurance to cover obligations imposed by the Workers' Compensation Act of Colorado and any other applicable laws for any employee engaged in any activity on the Public Use Areas under the employ or at the instance of Delo, its agents or contractors.

2. General Liability insurance with minimum combined single limits of ONE MILLION DOLLARS (\$1,000,000) each occurrence and TWO MILLION DOLLARS (\$2,000,000) aggregate.

3. Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than FIVE HUNDRED THOUSAND DOLLARS (\$500,000) per person in any one occurrence and ONE MILLION DOLLARS (\$1,000,000) for two or more persons in any one occurrence, and auto property damage insurance of at least FIFTY THOUSAND DOLLARS (\$50,000) per occurrence, with respect to each of Delo's owned, hired or non-owned vehicles assigned to or used in any activities at the Public Use Areas or permitted under this Agreement.

B. The policies required above, except for the Workers' Compensation insurance, shall be endorsed to include the City, and its officers and employees, as additional insureds with primary coverage as respects the City, its officers and its employees, and shall contain a severability of interests provision. Every policy required above shall be primary insurance, and any insurance carried by the City, its officers, or its employees, shall be in excess and not contributory insurance to that provided by Delo. The additional insured endorsement for the Comprehensive General Liability insurance required above shall not contain any exclusion for bodily injury or property damage arising from completed operations. The insurance holder shall be solely responsible for any deductible losses under each of the policies required above.

C. Certificates of insurance shall be completed by the insurance holder's insurance agent as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect, and shall be subject to review and approval by the City. Each certificate shall provide that the coverages afforded under the policies shall not be cancelled, terminated or materially changed until at least thirty (30) days prior written notice has been given to the City. If the words "endeavor to" appear in the portion of the certificate addressing cancellation, those words shall be stricken from the certificate by the agent(s) completing the certificate. The City reserves the right to request and receive a certified copy of any policy.

D. Failure on the part of Delo to procure and maintain and to cause its subcontractors to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of Delo's obligations hereunder, for which the City may immediately terminate or limit Delo's rights hereunder, or at its discretion may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the City shall be repaid by Delo to the City upon demand.

Section 12. Indemnification. Except for liability resulting from City's gross negligence or willful or wanton misconduct, Delo shall be solely responsible for all damages to persons or property which may in whole or part be caused by Delo or its agents, employees or contractors, or which may result or arise in whole or part from their activities on the Public Use Areas, and Delo will indemnify and hold harmless the City, its elected and appointed officials, and its employees, agents and representatives, from any and all liability, damage, loss, cost or expense, including but not limited to reasonable attorney fees, which the City, its elected and appointed officials, and its employees, agents and representatives may suffer as a result of any and all claims, demands, actions, costs or judgments made or brought against them by any person or entity, and which arise either in whole or in part from, or are in any way connected with, Delo's activities within the Public Use Areas, or with this Agreement or the rights and obligations of Delo hereunder. By demanding this right to indemnification, the City in no way waives or intends to waive the limitations on liability or other protections which are provided to the City and its employees under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 et. seq.

Section 13. Police Powers Retained. Nothing contained in this Agreement shall constitute or be interpreted as a repeal of the City's ordinances or resolutions, or as a waiver of the City's legislative, governmental, or police powers to promote and protect the health, safety, and welfare of the City and its inhabitants.

Section 14. Notice. Any notice or communication required or permitted hereunder shall be given in writing and shall be personally delivered, sent by national overnight courier or United States mail, postage prepaid, registered or certified mail, return receipt requested, addressed as follows:

CITY:

City of Louisville
City Manager
749 Main Street
Louisville, CO 80027

DELO:

Delo Apartments, LLC
c/o Justin McClure
1002 Griffith Street
Louisville, CO 80027

or to such other address or the attention of such other person(s) as hereafter designated in writing by the applicable parties in conformance with this procedure. Notices shall be effective upon personal delivery, receipt of facsimile transmission, or upon mailing (if sent by overnight courier or United States mail) in compliance with this paragraph.

Section 15. Other Maintenance Obligations. Nothing in this Agreement is intended or shall be construed to limit or affect any other maintenance obligations for other Outlots and Tracts within the Subdivision. This Agreement is limited solely to the Public Use Areas as set forth herein.

Section 16. No Joint Venture or Partnership. No form of joint venture or partnership exists between the City and Delo, and nothing contained in this Agreement shall be construed as making the City and Delo joint venturers or partners.

Section 17. No Third Party Beneficiaries. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the City, Delo, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other third party on this Agreement. It is the express intention of the parties that any person other than the City, Delo receiving benefits under this Agreement shall be deemed to be an incidental beneficiary only.

Section 18. No Property Interest. Delo agrees it does not have or claim, and shall not at any time in the future have or claim, any ownership interest or estate in the Public Use Areas, or any other interest in real property included in the Public Use Areas, by virtue of this Agreement or by virtue of its occupancy or use of the Public Use Areas.

Section 19. Binding Effect of Agreement. This Agreement shall run with the land described on Exhibit E attached hereto and shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

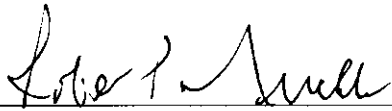
Section 20. Assignment, Delegation and Notice. This Agreement, or any part of this Agreement, may not be assigned by Delo to any other party without the prior written approval of the City, which approval shall not be unreasonably withheld, conditioned or delayed. The City may require as part of any such approval that the successor execute its consent to such assignment to be bound by specified terms and conditions hereof and other applicable documents.

Section 21. Modification and Waiver. No modification of the terms of this Agreement shall be valid unless in writing and executed with the same formality as this Agreement, and no waiver of the breach of the provisions of any section of this Agreement shall be construed as a waiver of any subsequent breach of the same section or any other sections which are contained herein.

Section 22. Authority. The undersigned warrant to have full power and authority to enter into this Agreement.

Section 23. Severability. This Agreement is to be governed and construed according to the laws of the State of Colorado. In the event that any provision of the Agreement is held to be violative of the City, state, or federal laws and hereby rendered unenforceable, the City, in its sole discretion, may determine whether the remaining provisions will or will not remain in force.

CITY OF LOUISVILLE,
a Colorado home rule municipal corporation

By: 
Robert P. Muckle, Mayor

ATTEST:

By: 
Meredyth Muth, City Clerk



DELO APARTMENTS, LLC,
a Colorado limited liability company

By: 
Justin McClure, Manager

ACKNOWLEDGEMENT

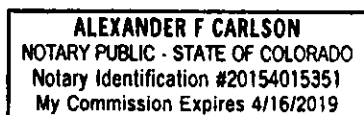
STATE OF COLORADO)
)ss
COUNTY OF BOULDER)

The above and foregoing signature of Justin McClure as Manager of Delo Apartments, LLC was subscribed and sworn to before me this 3 day of August, 2017.

Witness my hand and official seal.

My commission expires on: 4.16.19

(SEAL)



Alexander Carlson
Notary Public

Exhibit A
Description of Public Use Areas

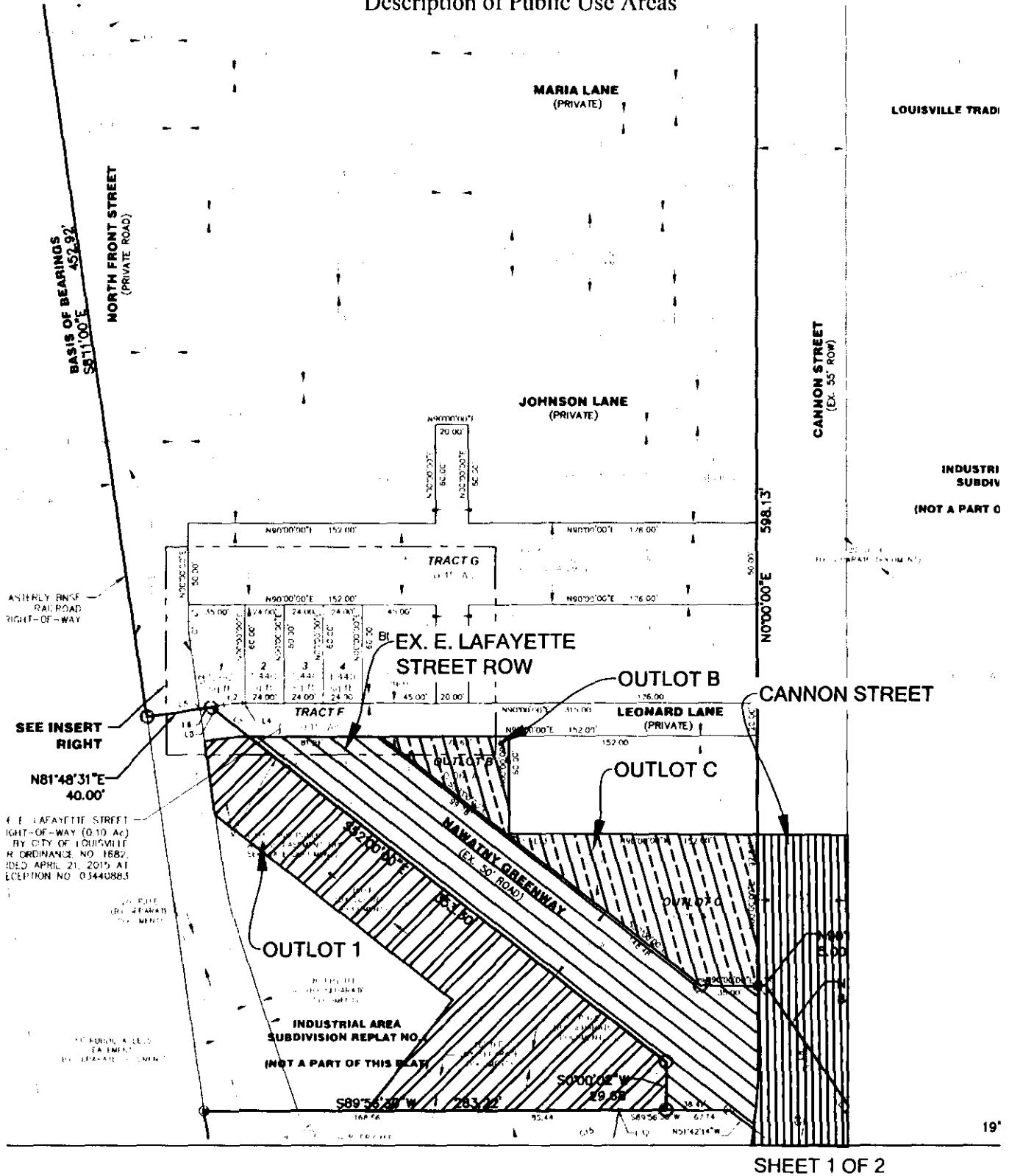


Exhibit B
DeLo Phase 2 - Maintenance Table

Legend		"X" Denotes Improvements Within Described Parcel "M" Denotes Private Maintenance of DeLo													
PARCEL	MAINTENANCE ACTIVITY	IMPROVEMENT													
		Arbor	Architectural Concrete (e.g. columns, walls, etc.)	Bench	Bike Loop	Bike Repair Station	Detachable Warning Plates	Drain Pipe	Electric Outlets	Irrigation	Landscape	Light Fixtures	Park Sign	Play Area	Street Light
Outlot A (Caledonia Plaza)															
Outlot B (Newberry Greenway)															
Outlot C (Newberry Greenway)															
Existing East Lafayette Street ROW (Newberry Greenway)															
Cannon Street Public Right of Way															
Cannon Street Woonerf Public Right of Way															
Outlot 1															

Exhibit C Level of Service Standards

All maintenance on public properties shall be conducted according to current City of Louisville standards and include but not limit to the following.

Mowing and Trimming

Turf areas should be mowed and trimmed weekly during the growing season or as needed to maintain an even, well-groomed appearance. Turf grass should be kept at a height of approximately three inches.

The use of mulching mowers is encouraged. Excessive clippings that accumulate on the turf must be removed and disposed of off-site.

All mowing equipment shall be equipped with sharp blades so as not to tear, but cleanly cut the blades of grass.

Rotary walk-behind or riding mowers are required for mowing. Mowers and trimmers must be operated in a safe and orderly manner.

Turf shall be cut in a professional manner so as not to scalp turf or leave uncut areas.

Care shall be taken to prevent discharge of grass clippings into the storm drains or onto any paved surfaces such as streets, sidewalks, driveways, or adjacent properties. Any material so discharged shall be removed immediately.

All trash and litter shall be removed from the site prior to initiating any mowing of the turf areas. Trash and litter shall be hauled from site.

All trimming shall be done using a string trimmer.

All trimming must be accomplished concurrently with the mowing operation and done at the same height as the adjacent turf.

Special care shall be taken while trimming so as not to inflict damage to the bark of trees, fence posts or boards, signs, etc.

Edging

All sidewalks, curbs, walkways and other hard surfaces will be mechanically edged using a metal blade as necessary in order to maintain a well-groomed appearance. All material dislodged by edging will be removed from site.

Aeration

Common turf areas shall be aerated once in the spring and once in the fall. Each aeration shall be done in a cross type pattern (two different directions) with a commercial type aerator having a plug depth set at six inches (6").

Weed Control

Suckers are classified as weeds. Adventitious sucker growth from trees in tree wells shall be removed weekly using pruning shears. Shears will be sterilized with isopropyl alcohol or an approved disinfectant between cuts. Chemically treating suckers is not allowed.

Weeds shall be removed or killed as the weeds emerge in the following areas: landscaped areas, shrub beds, mulched areas (wood and rock), sidewalks and pattern concrete.

Weeds shall be removed if they are larger than two inches (2") in height or diameter and disposed of off-site.

Trees wells will be sprayed a minimum of three (3) times during the growth season with glyphosate.

Precautions shall be taken to keep persons away from herbicide treated areas until the area is safe for entry. Herbicide applications shall be made at times when citizen presence is minimal.

Pesticide flagging will be placed prior to an application which will include the company name, phone number, time and date of application and chemical applied on each flag. Flags shall be placed at all entrances and other highly visible areas throughout the site and will be removed as soon as the area is safe for entry.

All chemicals shall be used in accordance with label directions and the manufactures recommended handling methods. All governmental and industry recommendations and regulations apply.

Broadleaf treatment of weeds on turf shall occur but not to exceed two (2) times per growing season.

All pesticide applications must be performed under the direction of a licensed applicator by the State of Colorado Department of Agriculture and in accordance with the Colorado Pesticide Applicator's Act. All City regulations and best management practices apply.

It is the contractor's responsibility to identify and properly notify any person listed on the Registry of Pesticide Sensitive Person whose property abuts that on which the application is scheduled before any pesticide application is performed.

The contractor assumes full and complete responsibility for any undesirable plant kill or plant damage on the maintenance areas or adjacent property and for any adverse effects caused by pesticide applications.

All pesticides recommended for use and all application of pesticides must be reported to the Parks Superintendent.

Litter

All hand litter and other debris shall be picked up in accordance to the mowing frequency. Litter and debris shall be picked up prior to mowing and hauled from the site. Trash shall also be removed from shrub beds, landscaped areas, mulched areas and sidewalks.

Trash and recycling cans shall be emptied at a minimum of twice per week or as many times per week as needed.

Pet pick-up dispensers should be restocked weekly or as needed.

Fertilizing

Fertilization applications shall be performed once in the spring after the aeration has been performed and once in the fall after the aeration has been performed. The formulation and application rate will be determined by a soil test. Fertilizer should be a slow release type.

If the fertilizer contains iron it must be removed from all concrete surfaces to avoid staining. The fertilizer formulation and application rate must be reported to the Parks Superintendent.

Irrigation

It is expected that the systems will be energized in the spring and winterized in the fall. Heads are to be adjusted as needed, breaks repaired timely to prevent any interruptions in the watering cycles for all landscaping.

Routine maintenance on the system components shall occur weekly.

Heads must be adjusted for optimal coverage. Nozzles are to be free of debris and valves are to be functioning properly.

Any replacement parts must be of the same brand, model number and nozzle size.

Backflows must be tested yearly by a certified tester. Test documentation must be completed and submitted to the City.

Appropriate watering practices must be followed for each specific type of plant material and turf species. Day watering is only allowed for grass establishment.

Use of a rain sensor is required. Irrigation must be turned off during a rain event.

A rain event is defined as an event in which accumulation exceeds two-tenths of an inch (.2") of water in a twenty-four hour period.

Pruning

All trees, shrubs and plant material shall be maintained to ensure the health, vigor and aesthetic appearance according to accepted horticultural practices.

Shrub growth shall be maintained in accordance with present space limitations to ensure natural appearance.

Damaged trees or those that constitute health or safety hazards shall be pruned immediately.

Tree pruning shall include sidewalk and street clearance.

All tree pruning shall be conducted by a certified arborists.

Questions or disputes regarding pruning shall be referred to the City Forester and his/her decision will prevail

Mulching

All areas containing mulch will be kept at a depth of four inches to discourage the growth of any plant material deemed undesirable.

Annual Flower Beds

Annual flower beds will have the soil turned once a year in the fall before new flowers are planted.

All flowers will be dead headed on an as need basis.

Site Amenities

Inspections should occur weekly and reports made available upon request.

General care and upkeep should occur as needed for site amenities such as: benches, bike racks, trash and recycling receptacles, signs, pet pick-up dispensers, etc.

Graffiti

Graffiti shall be removed within forty-eight hours from all surfaces such as: walkways, hard surfaces, benches, tables, boulders, retaining walls, signage, lighting, fencing, etc.

All materials and processes used in removal shall be non-injurious to surfaces and adjacent property. If repainting is required, appropriate surface preparation shall be made on painted surfaces. Paint applied shall be the exact shade of color as existing paint.

Sidewalks, Walkways, and Hardscapes

Sidewalks, walkways and hardscapes shall be swept and/or blown weekly or as needed to keep free from debris. All liters shall be picked up and removed.

All expansion joints and cracks shall be kept weed free at all times.

Any accumulation of snow shall be removed from all concrete walkways.

Snow or ice must be removed within twenty-four hours from the last accretion of such snow or ice per City ordinance.

Exhibit D Capital Repair Schedule

Exhibit D

Delo Phase 2 Subdivision - City of Louisville Capital Repair After Final Acceptance

IMPROVEMENT		CAPITAL REPAIR
Parcel 1	Landscape	Replace shrubs, trees and turf if and only if the level of service is agreed upon in Exhibit C is met and/or exceeded.
	Structures and site furnishings	Replace arbor, benches, bike repair station, light fixtures, electrical outlets, tables, chairs, trash receptacles and play element at City discretion.
	Public walk and other concrete work	Concrete walk or other concrete replacement per Public Works/Parks and Recreation evaluation, procedure and practice. No non-City standard finishes will be used unless Delo or another party advances to the City all costs for the non-City standard finish.
Outlot A (Caldonia Plaza)		
Outlot B (Newatny Greenway)	Landscape	Replace shrubs, trees and turf if and only if the level of service is agreed upon in Exhibit C is met and/or exceeded.
	Public walk and other concrete work	Concrete walk or other concrete replacement per Public Works/Parks and Recreation evaluation, procedure and practice. No non-City standard finishes will be used unless Delo or another party advances to the City all costs for the non-City standard finish.
Outlot C (Newatny Greenway)	Landscape	Replace shrubs, trees and turf if and only if the level of service is agreed upon in Exhibit C is met and/or exceeded.
	Public walk and other concrete work	Concrete walk or other concrete replacement per Public Works/Parks and Recreation evaluation, procedure and practice. No non-City standard finishes will be used unless Delo or another party advances to the City all costs for the non-City standard finish.
Existing East Lafayette Street ROW (Newatny Greenway)	Landscape	Replace shrubs, trees and turf if and only if the level of service is agreed upon in Exhibit C is met and/or exceeded.
	Structures and site furnishings	Replace arbor, light fixtures, electrical outlets and park sign at City discretion.
Canon Street Public Right of Way	Public walk and other concrete work	Concrete walk or other concrete replacement per Public Works/Parks and Recreation evaluation, procedure and practice. No non-City standard finishes will be used unless Delo or another party advances to the City all costs for the non-City standard finish.
Canon Street Public Right of Way	Landscape (West ROW)	Replace shrubs, trees and turf if and only if the level of service is agreed upon in Exhibit C is met and/or exceeded.
	Wet Utility	Replace /replace water, sanitary sewer and storm sewer facilities per Public Works evaluation, procedure and practice.
Canon Street Public Right of Way	Street lighting	Replace /replace street lighting per Local Emergency evaluation, procedure and practice.
	Public street, walk and other concrete work	Asphalt pavement per Public Works evaluation, procedure and practice. Concrete walk or other concrete replacement per Public Works/Parks and Recreation evaluation, procedure and practice. No non-City standard finishes will be used unless Delo or another party advances to the City all costs for the non-City standard finish.
Canon Street Public Right of Way	Landscape	Replace shrubs, trees and turf at City discretion.
	Street furnishings	Replace benches, bike racks, detectable warning plates, electrical outlets and tree grates at City discretion.
Canon Street Public Right of Way	Wet Utility	Replace /replace water, sanitary sewer and storm sewer facilities excluding trench drain and lateral piping per Public Works evaluation, procedure and practice.
	Trench Drain and Lateral Piping	Capital replacement only.
Canon Street Public Right of Way	Street lighting	Replace /replace street lighting per Public Works evaluation, procedure and practice.
	Public street and walk	Concrete walk or other concrete replacement per Public Works/Parks and Recreation evaluation, procedure and practice. No non-City standard finishes will be used unless Delo or another party advances to the City all costs for the non-City standard finish.
Outlot 1	Landscape	Replace shrubs, trees and turf if and only if the level of service is agreed upon in Exhibit C is met and/or exceeded.
	Street lighting	Replace /replace street lighting per Local Emergency evaluation, procedure and practice.
Outlot 1	Structures and site furnishings	Replace arbor, benches, light fixtures, electrical outlets and trash receptacles at City discretion.
	Public walk and other concrete work	Concrete walk or other concrete replacement per Public Works/Parks and Recreation evaluation, procedure and practice. No non-City standard finishes will be used unless Delo or another party advances to the City all costs for the non-City standard finish.

Exhibit E
Delo Apartments Property Description

PARCEL A:

LOTS 1, 2 AND 3, BLOCK 13, AND LOT 1, BLOCK 14, AND TRACTS A, B, C, D, AND E,
DELO SUBDIVISION- REPLAT NO.1, COUNTY OF BOULDER, STATE OF COLORADO.

PARCEL B:

TRACT A, INDUSTRIAL AREA SUBDIVISION REPLAT NO. 1 RECORDED SEPTEMBER
18, 2015 UNDER RECEPTION NO. 03474387, COUNTY OF BOULDER, STATE OF
COLORADO.

**ASSIGNMENT OF
MAINTENANCE AND LICENSE AGREEMENT**

(Delo Subdivision, City of Louisville)

THIS ASSIGNMENT OF MAINTENANCE AND LICENSE AGREEMENT is made and entered into this ____ day of _____, 2024 by and between the CITY OF LOUISVILLE (the “City”), DELO APARTMENTS, LLC, a Colorado limited liability company (“Delo Apartments” or “Assignor”), and CT DELO, LLC, a Delaware limited liability company and HG DELO, LLC, a Delaware limited liability company (each an “Assignee” and collectively, “Assignees”).

WHEREAS, the City and Delo Apartments entered into that Maintenance and License Agreement dated August 3, 2017 (the “Agreement”), which Agreement was recorded with the Boulder County Clerk and Recorder on August 23, 2017 at Reception No. 03610787; and

WHEREAS, Section 7 of the Agreement required Delo Apartments to post with the City and maintain a cash deposit in the amount of Ten Thousand Dollars (\$10,000.00), for the purpose of Delo Apartments’ faithful performance of its maintenance obligations under the Agreement, which cash deposit has not been made by Delo Apartments; and

WHEREAS, Section 20 of the Agreement provides Delo Apartments may not assign the Agreement to any other party without the prior written approval of the City, and the City may require as part of any such approval that the successor execute its consent to such assignment to be bound by the terms and conditions of the Agreement and other applicable documents; and

WHEREAS, Delo Apartments has requested the City approve assignment of the Agreement to Assignees in connection with the sale of property benefitted by the Agreement, and by this Agreement the City desires to approve such assignment and Assignees desire to accept such assignment and each Assignee agrees to fulfill all obligations of the Agreement, including the requirement to provide and maintain a Performance Guarantee as required by the Agreement.

NOW, THEREFORE, in consideration of the recitals, promises, payments, covenants and undertakings hereinafter set forth, and other good and valuable consideration, which is hereby acknowledged and receipted for, the parties agree as follows:

1. The foregoing recitals are incorporated herein.
2. Delo Apartments hereby assigns, sets over and transfers unto Assignees all of its right, title and interest in and to and delegates all its obligations set forth in the Maintenance and License Agreement (the “Agreement”) and Assignees hereby accept

such assignment and assumes and agrees to perform all of the terms and covenants of the Agreement.

3. The City hereby approves the foregoing assignment and delegation, conditioned upon execution of this Assignment by all parties and further conditioned upon Assignees providing the cash Performance Guarantee required by the Agreement.

4. Delo Apartments and Assignees each agree to indemnify and hold harmless the City, its officers, employees, agents, and servants, and to pay any and all judgments rendered against said persons on account of any suit, action, or claim caused by, arising from, or on account of the acts or omissions or representations in this Assignment by each and their officers, employees, agents, consultants, contractors, and subcontractors or representations by each in this Assignment, and to pay to the City and said persons their reasonable expenses, including but not limited to reasonable attorney fees and reasonable expert witness fees, incurred in defending any such suit, action or claim; provided, however, that such obligation herein shall not apply to the extent said suit, action, or claim results from any acts or omissions of officers, employees, agents or servants of the City.

5. This Assignment may be executed in one or more counterparts, and when all counterparts are so signed, the sum of them shall be considered the original, and shall be deemed to have been signed as one integrated document.

6. The addresses for any notice pursuant to this Assignment or the Agreements shall be as follows:

City of Louisville
Attn: City Manager
749 Main Street
Louisville, CO 80027

with a copy to:
City of Louisville
Attn: City Attorney
749 Main Street
Louisville, CO 80027

Delo Apartments, LLC
Attn: Randall Bjerke
Gordon Sims
Scot Smith
3769 Orange Lane
Boulder, CO 80304

with a copy to:

CT Delo LLC
Attn: Ben Agin
390 Union Boulevard, Suite 150
Lakewood, CO 80228

with a copy to:
Fox Rothschild LLP
Attn: Stephen Bohara
1225 17th Street, Suite 220
Denver, CO 80202

HG DeLo, LLC
Attn: Ben Agin
390 Union Boulevard, Suite 150
Lakewood, CO 80228

with a copy to:
Fox Rothschild LLP
Attn: Stephen Bohara
1225 17th Street, Suite 2200
Denver, CO 80202

or to such other address or the attention of such other person(s) as hereafter designated in writing by the applicable parties in conformance with this procedure. Notices shall be effective upon mailing or personal delivery in compliance with this paragraph.

IN WITNESS WHEREOF, the parties have executed this Assignment of Maintenance and License Agreement as of the date set forth above.

CITY OF LOUISVILLE, COLORADO

By: _____
Christopher M. Leh, Mayor

ATTEST:

Genny Kline, Interim City Clerk

ASSIGNOR:

DELO APARTMENTS, LLC,
a Colorado limited liability company

By: _____

Title: _____

ACKNOWLEDGMENT

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2024 by _____ as _____ of Delo Apartments, LLC

Witness my hand and official seal.

My commission expires: _____

ASSIGNEE:

CT Delo, LLC
a Delaware limited liability company

By: _____

Title: _____

ACKNOWLEDGMENT

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2024 by _____ as _____ of CT Delo, LLC.

Witness my hand and official seal.

My commission expires: _____

ASSIGNEE:

HG Delo, LLC
a Delaware limited liability company

By: _____

Title: _____

ACKNOWLEDGMENT

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2024 by _____ as _____ of HG Delo, LLC.

Witness my hand and official seal.

My commission expires: _____

EXHIBIT A
Legal Description

Lots 1, 2 and 3, Block 13; Lot 1, Block 14; Tracts A, B, C, D and E
Delo Subdivision – Replat No. 1
City of Louisville
County of Boulder
State of Colorado

Tract A
Industrial Area Subdivision Replat No. 1
City of Louisville
County of Boulder
State of Colorado

SUBJECT: **ORDINANCE NO. 1882, SERIES 2024, AN ORDINANCE
AMENDING LOUISVILLE MUNICIPAL CODE CHAPTERS 2.20
AND 4.02, CONCERNING THE QUASI-JUDICIAL ROLES OF THE
OPEN SPACE ADVISORY BOARD AND THE PARKS AND
PUBLIC LANDSCAPING ADVISORY BOARD – 1ST READING AND
SET PUBLIC HEARING FOR SEPTEMBER 17, 2024**

DATE: **SEPTEMBER 3, 2024**

PRESENTED BY: **ROB ZUCCARO, AICP, COMMUNITY DEVELOPMENT
DIRECTOR**

SUMMARY:

The attached ordinance creates a formal process for the Parks and Public Landscaping Advisory Board (PPLAB) and revises the process for the Open Space Advisory Board (OSAB) to review development applications as part of the quasi-judicial land use review process. The ordinance clarifies the types of applications to be reviewed, the scope of review by each board, and criteria for review.

BACKGROUND:

[Louisville Municipal Code \(LMC\) Sec. 4.02.040.D.](#) outlines a formal development review role for OSAB, in which they are asked to review any land use case that is adjacent to or materially impacting open space. This review is done during the staff review and referral process, and the code does not make clear if OSAB is to make a formal recommendation to Planning Commission and City Council or if they are only informing the staff review during the referral process. The code also does not make clear the scope of review or the criteria OSAB is reviewing the proposal against.

PPLAB has no formal role in the development review process spelled out in the LMC. However, due to OSAB's formal role, PPLAB has been included in development review of some land use applications, following the process set for OSAB.

These review processes for OSAB and PPLAB have changed over time, including the formality of the review and deliverable from each Board, due to the ambiguity in the code or lack of code to guide the process.

ANALYSIS:

The review processes and criteria included in the proposed ordinance will clarify the role of each board in land use application review. The ordinance specifies the types of land use applications each board will review and the elements of those applications that they will review matching their defined scope and purpose as an advisory board to City Council. Because each board is acting in a quasi-judicial capacity when making a recommendation on a site-specific land use case, the ordinance ensures due process requirements are met and relevant and applicable criteria are considered. The

SUBJECT: ORDINANCE 1882, SERIES 2024

DATE: SEPTEMBER 3, 20024

PAGE 2 OF 2

procedures include formal public notice for the review hearings by each board and adoption of a resolution outlining their findings and recommendations to the Planning Commission and City Council.

Including this formal review step will add additional process and potentially additional time to the review of certain land use applications. However, if the Council desires that each of these boards provide recommendations on land use applications, staff recommends that the formal hearing procedures be considered in order to meet legal requirements and best practice standards for quasi-judicial land use review.

OSAB AND PPLAB REVIEW OF ORDINANCE:

Both OSAB and PPLAB reviewed the draft ordinance and each recommends approval. Each board requested amendments to the draft, all of which have been incorporated in the draft presented to Council (see Attachment Nos. 2 and 3 for meeting minutes).

PUBLIC COMMENTS:

No public comments have been received.

FISCAL IMPACT:

Staff does not anticipate a direct fiscal impact to the City from the adoption of this ordinance, but notes that implementation of the ordinance during the land use review process will take additional staff time and resources to complete.

STAFF RECOMMENDATION:

Staff recommends approval of Ordinance 1882, Series 2024.

ATTACHMENTS:

1. Ordinance 1882, Series 2024
2. June 5, 2024 PPLAB Meeting Minutes
3. July 10, 2024 OSAB Meeting Minutes

STRATEGIC PLAN IMPACT:

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

**ORDINANCE NO. 1882
SERIES 2024**

**AN ORDINANCE AMENDING LOUISVILLE MUNICIPAL CODE CHAPTERS 2.20 AND
4.02, CONCERNING THE QUASI-JUDICIAL ROLES OF THE OPEN SPACE
ADVISORY BOARD AND THE PARKS AND PUBLIC LANDSCAPING ADVISORY
BOARD**

WHEREAS, the City previously created and established an Open Space Advisory Board (OSAB) and a Parks and Public Landscaping Advisory Board (PPLAB), which serve in an advisory capacity to the City Council; and

WHEREAS, City Council desires to formalize and clarify the quasi-judicial roles and responsibilities of the OSAB and PPLAB with respect to land development application review.

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

Section 1. Chapter 2.20 of the Louisville Municipal Code is hereby amended by the addition of a new Section 2.20.080 to read as follows:

**Chapter 2.20
Boards and Commissions**

Sec. 2.20.080. Parks and Public Landscaping Advisory Board.

A. There is created and established a Parks and Public Landscaping Advisory Board for the City.

B. The Board shall consist of seven members, each of whom shall be appointed by the City Council. The qualifications, terms, and other matters respecting membership of the Board shall be set by City Council resolution.

C. The members of the Board shall serve in an advisory capacity to City Council, and shall have principal responsibility for matters related to parks and public landscaping. The powers, duties and responsibilities of the Board shall be set forth in this section and by City Council resolution.

D. Development application review.

1. The Board shall review:

a. Preliminary and final subdivision plats and general development plans that include public use

dedications or cash in lieu of public use dedications pursuant to Section 16.16.160 of the Code or public.

b. Land development applications that include, public parks or public streetscape landscaping in new development.

2. The intent of the Board's review is to advise the Planning Commission and City Council on those parts of the land development application related to:

a. Park development within the project boundaries, including the preferred locations for parks and whether the application meets the criteria for park development set forth in the City Code, Comprehensive Plan, and other City-adopted policies;

c. Infrastructure or improvements relating to parks;
and

d. If the application does not include a park dedication, the Board may recommend that the application be revised to include a park element.

3. The Board shall conduct a public hearing in connection with its review of land development applications. Public notice shall be provided in accordance with Sections 16.04.070 of the Code. The Board shall act as a quasi-judicial body in the conduct of the hearing.

4. After the public hearing is concluded, the Board shall adopt a resolution making findings concerning the matters set forth in this Section and recommending approval, approval with conditions or denial of the application.

Section 2. Section 4.02.040.D of the Louisville Municipal Code is hereby amended to read as follows (words added are underlined; words deleted are ~~stricken~~ thorough):

Sec. 4.02.040. Ongoing duties.

D. The board shall provide ~~comments~~ recommendations to the Council and/or Planning Commission on development applications as provided in Section 4.02.050. The City Manager or designee may also refer any development applications found to materially impact open space lands

~~to the board for recommendation to the Council and/or Planning Commission. proposals for land immediately adjacent to, or materially impacting, open space lands providing the comments are provided during the standard referral timeliness established for the city's development processes. Staff will coordinate providing the board with information on pending issues to provide the board a timely opportunity to provide such comments as part of the established planning process.~~

Section 3. Chapter 4.02 of the Louisville Municipal Code is hereby amended by the addition of a new Section 4.02.050 to read as follows:

Chapter 4.02
Citizens Open Space Advisory Board

Sec. 4.02.050. Development application review.

A. The Board shall review development applications that include proposals for public use dedications, cash in lieu of public use dedications, or public or private common open space. Specifically, the Board shall review:

1. Preliminary and final subdivision and general development plans plats that include public use dedications or cash in lieu of public use dedications pursuant to Section 16.16.160 of the Code.
2. Preliminary and final PUD applications that include a proposal for open space pursuant to Section 17.28.080 of the Code.
3. Preliminary and final PUD applications that include a proposal for open space as part of a waiver request pursuant to Section 17.28.110 of the Code.

B. The intent of the Board's review is to advise the Planning Commission and City Council on those parts of the land development application related to:

1. Open space dedication and planning within the project boundaries, including the preferred locations for open space and whether the application meets the criteria for open space development set forth in the Charter, City Code and other City-adopted policies;
2. Development of trails and trail connections;
3. Land management standards and landscaping for

private common open space;

4. Infrastructure or improvements relating to open space;
and

5. If the application does not include an open space dedication, the Board may recommend that the application be revised to include an open space element.

C. The Board shall conduct a public hearing in connection with its review of land development applications. Public notice shall be provided in accordance with Sections 16.04.070 and 17.04.070 of the Code. The Board shall act as a quasi-judicial body in the conduct of the hearing.

D. After the public hearing is concluded, the Board shall adopt a resolution making findings concerning the matters set forth in this Section and recommending approval, approval with conditions or denial of the application.

Section 4. If any portion of this ordinance is held to be invalid for any reason, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have passed this ordinance and each part hereof irrespective of the fact that any one part be declared invalid.

Section 5. The repeal or modification of any provision of the Municipal Code of the City of Louisville by this ordinance shall not release, extinguish, alter, modify, or change in whole or in part any penalty, forfeiture, or liability, either civil or criminal, which shall have been incurred under such provision, and each provision shall be treated and held as still remaining in force for the purpose of sustaining any and all proper actions, suits, proceedings, and prosecutions for the enforcement of the penalty, forfeiture, or liability, as well as for the purpose of sustaining any judgment, decree, or order which can or may be rendered, entered, or made in such actions, suits, proceedings, or prosecutions.

Section 6. All other ordinances or portions thereof inconsistent or conflicting with this ordinance or any portion hereof are hereby repealed to the extent of such inconsistency or conflict.

**INTRODUCED, READ, PASSED ON FIRST READING, AND ORDERED
PUBLISHED** this _____ day of _____, 2024.

Christopher M. Leh, Mayor

ATTEST:

Genny Kline, Interim City Clerk

APPROVED AS TO FORM:

Kelly PC, City Attorney

PASSED AND ADOPTED ON SECOND AND FINAL READING, this _____ day of _____, 2024.

Christopher M. Leh, Mayor

ATTEST:

Genny Kline, Interim City Clerk

Parks & Public Landscaping Advisory Board Minutes

**June 5, 2024
Library Meeting Room
951 Spruce Street
6:30 PM**

Members of the public are welcome to attend and give comments remotely; however, the in-person meeting may continue even if technology issues prevent remote participation.

- You can call in to **+1 408 638 0968 or 833 548 0282 (Toll Free)**, Webinar ID # 885 1622 9475
- You can log in via your computer. Please visit the City's website here to link to the meeting: www.louisvilleco.gov/pplab

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

I. Call to Order

Meeting Called to order by Chair Cynthia Corne at 6:30 PM

II. Roll Call

Present

Cynthia Corne, Chair
Ellen Toon, Vice Chair - absent
Shannon Mihaly, Co-Secretary
Patricia Rogers, Co-Secretary
Jody Ash
Signe Buck
John Webb - remote

Persons planning to attend the meeting who need sign language interpretation, translation services, assisted listening systems, Braille, taped material, or special transportation, should contact the City Clerk's Office at 303 335-4536 or MeredythM@LouisvilleCO.gov. A forty-eight-hour notice is requested.

Si requiere una copia en español de esta publicación o necesita un intérprete durante la reunión, por favor llame a la Ciudad al 303.335.4536 o 303.335.4574.

Abby McNeal, Parks Superintendent - remote

Staff members

Iris Belensky - Arts and Events Program Manager

Sharon Nemechek - Director of Cultural Services

Rob Zuccaro - community development director

Community Members:

Tim Stalker - Louisville Resident

Tamar Krantz - Louisville Resident

III. Approval of Agenda

Switch the order of agenda items 8 and 11 for the benefit of City Staff who are attending the meeting on 6/5/24, approved

IV. Approval of Minutes

Approved

V. Public Comments on Items Not on the Agenda

None

VI. Public Art Process and Public Spaces

(from Public Art Policy presentation, on page 19 and again on page 31 of the June meeting packet)

For the City of Louisville, public art is managed by arts and special events program manager with advice and guidance from the cultural advisory board.

Guiding principles:

- Compatible with the immediate environment
- Representation of a broad variety of taste within the community
- Diversity of thought and expression
- Variety of subjects,
- Appropriateness for all ages

Selection values for Louisville:

- Designed for Louisville
- High level of skill
- Craftsmanship and creativity
- Celebrates a variety of Colorado artists
- Durable materials appropriate to the proposed site
- Meaningful to the community
- Diversity of thought

- Subject matter is appropriate for all ages

Site selection values:

- Geographically dispersed
- Supports economic development and revitalization efforts
- Encourages exploration and discovery throughout Louisville
- Placemaking and opportunities for art to create community
- Accessible to all, easy pedestrian access

Reference to planned pet memorial for Louisville

Conclusion of the formal presentation by staff: No public comments

PPLAB questions and comments:

Signe Buck: Do we have a lot of artists in Louisville?

Sharon: Loveland has a lot of sculptors. Recent pollinator mural was done by Louisville artists.

Signe Buck: How do you announce that you are looking for artwork proposals?

Sharon Nemechek and Iris Belensky: City announces call for entries and national call, in newsletter and other city comms resources, goal is to have a lot of options

Cynthia Corne: Public Art installations are an opportunity to create community - parks are good for mental health, reference storybook display through Community Park. Idea to create many locations throughout the city, places to pause.

Iris Belensky described the Selection Process

Selection process:

- Open invitational call for entry will be issued, this is really a request for proposals
- Prior to referring a work to the board, the PM will evaluate works proposed for donation or purchase.
- May assemble a jury of community members to evaluate the work. Public notice prior to installation of a work of public art - 15 days of notification required.
- Notification and sign with description is posted describing time and place of board meeting how to submit public comments
- Generally, few public comments are submitted.
- \$25,000 a year for public art - generally small pieces

Patricia Rogers: What is the lifecycle before starting the process of public notice?

Sharon Nemechek : Yes, there would need to be a budget request for something large, 1- or 2-year lead time.

Shannon Mihaly: When you have an RFP which you put out, are you handling more than one request at a time? Do you know what the cost will be?

The Cultural Board will advise on whether to approve the work of art for installation and display in the public place. The PM will issue a final written decision. Decision considered final unless City council choose to review the decision within 45 days.

Sharon Nemechek: Practice is for council to approve by "consent agenda". We generally pay artists at time of commission and when art is finalized.

Why Deaccession a piece of artwork? The need or purpose has changed. Inform artist who has right of first refusal to purchase it back.

Signe Buck: comment on photo in the presentation of birds on a wall, that this mural is very popular (Kestrel at the underpass), located at underpass at Monarch High School. Underpasses get a lot of use in Louisville due to cyclists.

Cynthia Corne: At the downtown vision planning meeting it was a suggestion from the public selfie spot , interactive pieces, sculpture recognizing the resilience of the citizens of Louisville.

Signe Buck: Is it correct that there is not much graffiti in Louisville?

Abby McNeal: discussed how her team takes care of vandalism and graffiti quickly

VII. Quasi-Judicial Role- ordinance review

Cynthia Corne: We will go through Rob's presentation and then ask for public comment and then the board will discuss.

Presentation of draft ordinance by Rob Zuccaro begins on page 25 of the PPLAB June meeting packet.

There has been discussion over the last few years by the City Council to review the roles of OSAB and PPLAB and provide clarification on their function when reviewing the development process.

When there is private development and a board is appointed, then that board has a quasi-judicial role, this points to a need to formalize the role, if any, for PPLAB and OSAB,

We will review the draft ordinance tonight.

There are several stages ahead of us for the Red Tail Ridge project in particular:

- The private property must be zoned
- Subdivide the properties into developable properties
- Put in infrastructure.
- Public purpose dedication of lots

(Reference to North End development , public land dedication example: 15% of residential must be made into public land. For commercial use 12% must be public land. PUDs - planned unit developments

Rob Zuccaro: PPLAB's role to advise city council on parts of the land development application related to park development and preferred locations for parks and whether it meets our park criteria.

- Parks
- Trails and trail connection
- Infrastructure to improvement relating to parks
- Public hearing with public notice about to include public comment
- Clarify that this relates to general development plans

Tim Stalker, Louisville resident: PPLAB could even recommend that a park not be developed?

Tim Stalker, Louisville resident: If a park is identified, who builds it? The city or the developer?

Shannon Mihaly: Does this process apply to Red Tail Ridge and possibly the CU-Boulder purchase of old Cinebarre building?

Rob Zuccaro: CU is a state agency, exempt from local zoning standards

Tim Stalker: Does the PPLAB vote?

Rob Zuccaro: Could vote on a resolution as voice of the board. As a quasi-judicial board will get training from city attorney and staff, restricted from talking to the public about projects outside of public meetings.

Cynthia Corne: A gray area relating to Red Tail Ridge project, since a memo from October 2023 seemed to indicate that PPLAB was not quasi-judicial.

Rob: (clarified) When a board makes a comment on private development, it becomes a quasi-judicial action. We are proposing a change to the code so that PPLAB will have a formalized quasi-judicial role. Our current bylaws still stand

Cynthia Corne: Clarifying question: Is it correct that PPLAB should review GDPs, OSAB should review PUDs?

Rob Zuccaro: PPLAB will review any development that includes public street landscaping.

Cynthia Corne: Who reviews and provides input on accessibility?? PPLAB does review accessibility within park design? Who reviews sidewalk accessibility? Public Works is establishing new minimum standards on sidewalks

Rob Zuccaro: If you are going to make recommendations to City Council, it is helpful if you can refer to plans such as GMMP or comprehensive plan

Rob Zuccaro will include reference to Comp Plan in D revised draft ordinance.

Cynthia (to the board): this is a big change.

Rob Zuccaro suggested PPLAB could make a motion or affirm the draft motion.

John Webb on the phone - what protects members of the board from liability?

Cynthia Corne: PPLAB can make a qualified statement, or memo which can be provided to board and other city for internal communication.

Rob Zuccaro will present the ordinance to council
Plan is for PPLAB to draft a statement affirming this motion and give memo to Abby McNeal by Monday June 10, 2024.

Shannon Mihaly: What is the driver for this?

Rob Zuccaro: You can't have a non-quasi-judicial role and be issuing opinions on development.

Draft Memo:

At our meeting on Weds 6/5/24, the PPLAB unanimously approved the draft ordinance as written with the provision that some clarification be made regarding civil liability for actions or comments as advisory board members.

Rob Zuccaro will make two updates to the draft ordinance because of the conversation in this meeting:

Notes:

Section 1a - add General Development Plan

Section 2a - add Comprehensive Plan

This motion was unanimously approved and emailed to Abby McNeal on 6/6/24.

VIII. Staff Updates

Question from citizens attending Rob Zuccaro and PPLAB considering this quasi-judicial conversation: At what point is it appropriate for PPLAB to comment on Red Tail Ridge planned development?

- Metro district is responsible for receiving public input to parks
- Private owned park with public access
- In a large development, City of Louisville will have to expand city services

Abby McNeal provides staff update:

- Annuals and Perennials planted, removed turf grass next to City Hall
- Working with Arts team on sculpture
- One of three municipalities where youth will come in and learn about tree canopy, planted sixteen new trees at the Sports Complex.
- Chris Lichty - Forester provided a written update, specifically on ash trees (p 30 of PPLAB packet)

Discussion returns to the Red Tail Ridge discussion

Tamar Krantz: A tree survey was done on Red Tail Ridge - part of a subdivision plat

Cynthia Corne : PPLAB received an update in May from Brian, PPLAB can consult on forestry. We asked can the trees on public lands be a part of the review process.

Tamar Krantz: Regarding the grading of the lot - could RTR begin grading as early as June?

Can PPLAB request a prairie dog management plan, and request that the developer not use rodenticides, to not injure raptors ?

John Webb: The bulk of the land is private property so it's not clear that PPLAB can make recommendations on their land use at this time.

Discussion on whether it is appropriate for PPLAB to request or recommend that areas planned to be parks retain existing mature trees. The metro district is maintaining the public landscaping

Through construction document review, there may be a role for PPLAB to comment on construction documents. Public right of way landscaping could review these documents.

Tim Stalker: Do we know when the grading phase is scheduled to begin?

Rob Zuccaro: Their stormwater plan has a schedule; their rights include permission to grade property prior to presenting their subdivision plans.

Tim Stalker: It is a high priority to community members to retain natural prairie landscaping

Decision is for PPLAB to provide input to the Parks Department which will be submitted on the Red Tail Ridge Construction Drawing. PPLAB requests that Abby McNeal shares this input with the rest of staff as input to planning documents:

As PPLAB, in consideration of our role advising on landscaping of streets, public areas, city parks and park operations, would like to recommend (based on consistent community members input) that mature trees are considered to be retained for the purposes of preserving wildlife and local ecosystem and native prairie vegetation. Consistent community input on parks and open space is to keep public spaces as natural as possible and retain mature trees whenever possible. We also ask that you keep in mind the community values of humane relocation of wildlife and minimal grading."

Approved by PPLAB unanimously and sent to Abby McNeal via email on 6/6/24.

IX. PPLAB 2024 Work Plan Item- McCaslin Signage

- Preliminary Definition of Success/ outcomes for Work Plan item
- Review map areas – US 36/ McCaslin east to Dillon Road

Cynthia gave an overview of this workplan item: We will need to request that this be made a priority for 2025. We would like to see freeway signage indicating where hotels, downtown area and restaurants are located off 36.

Rob Zuccaro, there was recent sign off on a street and city wayfinding plan for the downtown area.

Cynthia Corne: It would be a good addition to add Tree city USA and Bee City USA, signage on McCaslin. It would help integrate the western and eastern sides of town. Could PPLAB make recommendations about street signage as part of our workplan? What is a successful outcome for this workplan item?

Cynthia Corne Request of Abby McNeal: What are the sign options for Bee City and Tree City? Could you get some details for our Aug meeting?

It's within our purview to get more information about signage off McCaslin exit, also a recommendation to staff to collaborate with community development on a workplan item. To bring in small town character to signage and landscaping.

X. Board Reports

1. Outdoor Recreation

Shannon- reviewed priorities tennis courts, multi-purpose fields, some discussion
Next joint meeting of RAB and PPLAB is Monday June 10th at 530 pm

2. Bee City - John Webb

Garden Tour for second weekend in July - multiple submittals
Art Contest- about 20 entrants, gift cards for Sweet Cow \$5 per entrant
Picture what this could look like

XI. 2024- Council work plan review- continuation

1. In alignment with our objective to Improve collaboration and alignment between PPLAB and Council – we're doing our part by reviewing the work plan. (Review Louisville City Council Work Plan – Medium Priorities revised 1/9/2)
2. Confirmed we are working on subjects which are in alignment.

XII. Discussion Items for Next Meeting

1. July meeting - Cynthia suggested, move to zoom meeting all virtual or in a city office location on July 10th at 5pm. Must be approved by Meredith that we meet on July 10, 5 pm
2. Topics:
 - A. Minimal staff update
 - B. Board updates for Outdoor amenities
 - C. Finance - possible guest speaker, director Bailey attend to discuss 2C tax for 2025
 - D. Park reviews for Sunflower and Enclave Parks

XIII. Adjourn

Adjourned at 9:10pm

Open Space Advisory Board Meeting Minutes

Wednesday, July 10, 2024, 7:00pm

Louisville Public Library, 1st Floor Meeting Room
951 Spruce Street

1. **7:00 pm Call to Order**
2. **Roll Call**
 - Present: Andrew Dorsey, Brad Pugh, David Blankinship, Susan McEachern, Michiko Christiansen, Mark Poletti, Charles Danforth
 - Absent: Jessamine Fitzpatrick
 - Staff members: Ember Brignull, Adam Blackmore (phone)
 - Others: Rob Zuccaro, Director of Community Development, Bryon Weber, Parks Planning and Project Manager
3. **Approval of Agenda**
 - Motion: Mark
 - Second: Susan
 - Approved by all
4. **Approval of Minutes**
 - Motion: David
 - Second: Mark
 - Approved by all
5. **7:05 pm Public Comments on Items Not on the Agenda (5 minutes, more time as needed)**
 - Cathern Smith recommends that OSAB get advice, guidance, and counsel before quasi-judicial (QJ) meetings to make sure we are conducting meetings appropriately, etc. Rob says the city will likely provide this guidance as it has with other boards in the past. She also notes that she has been commenting on Redtail Ridge (RTR) in various forums for several years and is sad and concerned about the apparent lack of concern about wildlife by the city. Suggests other areas for connectivity at RTR that might be better for the prairie dogs.
 - Tamar Krantz suggests adding language to the QJ policy about land adjacent to open space and supports making language about OSAB's purview much broader. She also supports OSAB doing site visits at places like RTR. Suggests leaving one side of the pond at RTR undisturbed to create better wildlife habitat. Asked a question: is the planning commission or other body going to be looking at the trail maps or will this go directly to city council? She continues to be concerned about the use of rodenticide on the site. She would like to see the developer agree to not use it. Is there a way for the city to force the developer to do this?
6. **7:10 pm Staff Updates (5 Minutes)**
 - Juniper removal at Harper Lake per written updates
 - Trail count numbers per written updates

- Mark asks if they are also looking for animals? Ember says they are only counting human visitors.
- There is also technology available to track visitation and use patterns using cell phone pings, but that is not being used just yet.
- Michiko asks if the grant tiger team is looking at grants that can be used for this purpose? Ember says no but they could, and grants have been used for similar things in the past.
- Charles asks if foot or bike race participants are counted in these types of counts. If they pass a counter then they are counted but we can't single out their use.
- Susan asks if past RTR wildlife surveys are available and if so, can they be provided to OSAB? Rob said they were provided to OSAB in 2022 and can be found in public documents or in the OSAB packet from that time.
- David says he doesn't want the acquisition policy discussion to stall because the city manager is gone. Board seems to agree, and Ember will look into it and provide an update.
- Susan asks if Louisville rangers will have body cameras? Ember: They have worn them for the past two years.
- David asks what is going on at Hecla? Ember says it is a Public Works water line repair and should be completed soon and will require restoration. David asked for public notice, which Ember agreed to supply.

7. 7:15 pm Board Updates (10 Minutes)

- Charles asks about the date of the next meeting being listed as Aug 7th. Ember says it will be on August 14th in city hall.
- David:
 - Planning to attend a meeting with public works leadership on July 11th about communication and to give feedback.
 - Bike to Work Day went well. Spoke to ranger Brendon about e-bike and speed limits on trails. Ember says concerns have been relayed to city council and code enforcement. Rangers aren't allowed to "chase" and pursue citizens and speed limits are hard to enforce because speed is subjective (without equipment to read the speed) but can stop in an educational capacity.
 - Commented that the OWL worked well last month and sounded good.
 - Asked if there has been increased messaging about fire hardening with recent spot fires in the area?
 - Noted that at the end of a recent city council meeting, there seemed to be interest in considering cycling through board chairs and vice chairs.

8. 7:25 pm Discussion Item: Quasi-Judicial Status Related to OSAB. Presented by: Rob Zuccaro, Director of Community Development (45 Minutes).

- Review a Draft Ordinance Amending and Clarifying OSAB's Role Related to Quasi-Judicial (QJ) Matters
 - Rob gave an overview of the history of the QJ process and the need to refine the process to ensure it is legally appropriate and is consistent between OSAB and PPLAB. Worked with the city attorney to refine and clarify what we will review, when, and the necessity to give the public appropriate notice.
 - Need to understand zoning regulations and differences between different types of zoning documents and how these interact with development ordinances.
 - PPLAB review missed the general development plan, which will be corrected and added and amended to the OSAB section.
 - Noted that we want to review and get OSAB feedback to take to the council before a broader public review process.
 - Mark asks when the process starts? For example, when a developer comes to the city at what point does OSAB review and comment? Rob says it happens when the application goes in, and the developer presents its plan to OSAB.
 - Andy says he's comfortable with the QJ role that OSAB has. Says B.1 makes sense, but the other sections are more advisory and not QJ. How do you distinguish between the two? Rob says that is something that they want to clarify in this process.
 - Susan has comments about PPLAB's section. They are not responsible for trails and trails in park lands and treescapes. Rob says this will be corrected. Adam weighs in and confirms that is an error and they will be OSAB's responsibility.
 - Susan asks about civil liability for board members in a QJ role. Rob says the city attorney is looking into this and he believes there are protections for municipal employees and also, he believes, for board members.
 - David observes that when OSAB met with council in January they thought OSAB would function best in a QJ role, but that OSAB could vote to opt out of QJ role. Some members of council didn't realize OSAB had a QJ role with Redtail Ridge for example. Rob mentions that OSAB could vote to not have a QJ role at all.
 - David asks why paving, grading, etc. isn't listed in the OSAB QJ purview. Rob says that it is kept general intentionally but is captured in B.1. Uses the example of review criteria for subdivision development and our review criteria would be guided by the subdivision development criteria.
 - Susan asks about wildlife concerns. Rob says it isn't specifically mentioned in the documents but might be captured in the context of public land dedication discussions.
 - David suggests changes to the language in B.1 and says that "development" should be changed to something more comprehensive and applicable. Suggest "dedication and planning" and others seem to agree. Rob will consider changes.

- David asks if this meeting is going to replace our official QJ training. Rob says no and goes on to say that when in the QJ role you can only comment in public OSAB meetings. Shouldn't talk to neighbors about it, attend public open houses, attend other board meetings related to the subject, etc. If you don't feel like you have the appropriate information you need to ask for it and it will be provided if available. Reiterated that we shouldn't talk to neighbors or community members because of potential conflicts. Suggest neighbors or community members write a letter to OSAB so everyone has the same information.
- David asks what happens if OSAB's recommendation differs from staff recommendations. Rob says staff will note that there are differing options and opinions and those will be given to the council.
- Susan asks if the document that Ember provided as an example of how OSAB used to communicate with council is appropriate and Rob says that it wasn't and the minutes would serve that purpose in this case.
- Andy asks when OSAB reviews construction documents if that is QJ. Rob says it would be in an earlier stage of the process but later in the process it may not be QJ.
- Charles asks what the purpose of this is if the developer isn't here and we can't speak to the council. Rob says we're here to discuss changes to QJ ordinance and review the plat packet, so our recommendations are included in the final plat packet.
- Michiko asks about section 4.02.050. Suggests it should say 'should provide recommendations' instead of 'provide comments'. Board agrees and Rob will suggest the changes.
- Susan asks why so much of 4.02.040.D is being removed and suggests adding some of it to section B. Rob agrees that some of it should be added to section B, including adjacency language clarifications.
- Mark asks about B.1 and suggests clarifying the language to list specifically what OSAB's role and process will be. Ember says that is captured in D. Rob provides clarification.
- David asks Rob to clarify the difference between what happened in the 2022 meeting and how that relates to what has happened recently. Rob says anything related to the public dedication of trails, including OSAB recommendation for an underpass at RTR falls under QJ. Ember provides clarification and Rob redirects to emphasize that this discussion is only about changes to the QJ ordinance and the RTR discussion is a separate topic.
- Rob emphasizes that anything QJ will likely be in the form of a public meeting with appropriate notice, etc.
- David talks about the importance of OSAB doing site visits and asks why OSAB still isn't approved to do a site visit at RTR and can't get approval to do so now that we're not acting in a QJ role. Rob doesn't answer the question and says to defer to the city attorney. Rob reiterates that we are

supposed to be talking about the changes to the ordinance, not other matters related to RTR.

- Michiko thinks we need much more clarification about what falls under OSAB review (wildlife corridors, etc.). Rob says OSAB can comment on items like this when the land is dedicated. For example OSAB can suggest that other areas of the property are more appropriate, valuable, or useful to the community due to wildlife habitat, land characteristics, etc. and suggest that to council.
- Susan says we need to be careful about having language that is too specific. Andy agrees and is concerned the board will have too many QJ items.
- David mentions that for certain types of development all stakeholders within a certain distance of the development get notified of the activity. Can we do something like that here? Rob says possibly but with so many open space parcels near neighborhoods notices would likely be going out to all residents at one point or another.
- Andy moves to adopt proposed changes to the ordinance as outlined by Rob. Michiko seconds it and all approve. These changes will be reflected in the upcoming City Council meeting packet.

9. 8:10 pm Action Item: Redtail Ridge Construction Drawings-Trails. Presented by Bryon Weber, PROS Project Manager (60 Minutes).

- Bryon gives an overview of his July 2 memo.
- Board review of the eight comment items before it goes to Public Works.
- Charles comments that he likes the included maps.
- David raises the concern that our feedback will go to staff and then to public works but it's unclear when it goes to city council. Byron says council has already approved the preliminary plat so the grading permit can be approved at any time. Public Works has given OSAB another opportunity to provide comments before permits are offered. Rob clarifies that the grading permit is unique in that there is an agreement that they can start grading at any time based on preliminary plat approval. Developer is interested in starting early.
- Charles notes that he doesn't recall giving specific feedback about trail locations at the June 2022 meeting. Rob says there were detailed maps with trail locations presented and OSAB was asked specifically about trail locations. He's heard similar comments from others and recognizes there is some misconception and or miscommunication.
- David asks if OSAB feels it can make an informed recommendation without having done a site visit to RTR. Charles says he thinks it's too late and isn't necessary. Byron notes that these comments are due by July 16, 2024, so there simply isn't enough time even if a site visit was approved.
- Mark asks if some of the trails and paths are existing. Rob says no, everything on the map will be new.

- Michiko asks for clarification about what the green dotted line is? She's concerned the location will lead to more social trails. Rob provides information and background about why that trail location and surface type were chosen.
- Charles suggests adding a hard surface trail near where the sports complex has been rumored to be located and make the green dotted line trail a soft surface as people don't live in RTR and there won't be much foot traffic to/from school. Byron notes that no decision has been made about that area and adding a sports complex is far from certain as there are site constraints and it might not be needed given the proximity to the school, other fields, etc.
- Ember suggests we discuss and vote on the eight items in the interest of time.
- Susan and Bryon go through the items one at a time and take a vote
 - i. Yes: 6, No: 0, Abstain: 1 (Michiko)
 - ii. Yes: 0, No: 6, Abstain: 1 (Andy)
 - iii. Yes: 4, No: 3
 - iv. Yes: 7, No: 0
 - v. Yes: 7, No: 0
 - vi. Yes: 6, No: 1
 - vii. Yes: 6, No: 1
 - viii. Yes: 4, No: 2 (Michiko had left the meeting for this and subsequent votes)
 - ix. Underpass at Rock Cress on west side of Northwest Parkway - Yes: 7, No: 0
 - x. Remove blue trail only: Yes: 4, No: 2
 - xi. Remove yellow trail: Yes: 6, No: 0
 - xii. Remove green and yellow trails: Yes: 2, No: 4
 - xiii. Support removing/delaying two trail segments that connect to parcel PUD 8
- Susan suggests the OSAB submit a memo urging the city to consider not using rodenticide as it's harmful to the environment, raptors that eat the affected prairie dogs, etc. and to urge the use of CO2 if prairie dog lethal removal is necessary.

10. 9:10 pm Discussion Items for Next Meeting August 14th, 2024

The August meeting is tentatively scheduled to be hosted at City Hall, Spruce Meeting Room.

Possible Topics:

- A. Strategies for Protecting Habitat, Steve Jones Wildlife Consultant (August)**
- B. Presentation by LOSA Citizen Group (August)**
- C. Parks, Recreation, and Open Space Long Term Planning Document Scope of Work Review (August)**
 - a. Tentative - might get moved to September**
- D. Trails Long Term Planning Document Scope of Work Review (August)**
 - a. Tentative - might get moved to September**
- E. E-Bikes (September)**
- F. Ranger updates (September)**

City of Louisville

Parks Division 749 Main Street Louisville CO 80027
303.335.4774 (phone) www.LouisvilleCO.gov

G. Mosquito Control (September)

11. **Adjourn 9:45pm**

**SUBJECT: ORDINANCE NO. 1883, SERIES 2024 – AN ORDINANCE
AMENDING THE LOUISVILLE MUNICIPAL CODE TO REQUIRE
RESTAURANTS TO OFFER HEALTHY BEVERAGES IN
CHILDREN’S MEALS – 1ST READING, SET PUBLIC HEARING
9/17/24**

DATE: SEPTEMBER 3, 2024

PRESENTED BY: MEREDYTH MUTH, INTERIM DEPUTY CITY MANAGER

SUMMARY:

The Boulder County Public Health (BCPH) with its Healthy Kids’ Menus program asked the City Council to consider an ordinance addressing how restaurants advertise sugary drinks to kids on their menus as one way to reduce the negative impact of sugary beverages on childhood obesity. The attached proposed ordinance is based on similar ordinances passed in Lafayette, Longmont, Golden, and Denver. The draft ordinance would require healthy beverages (water with no added sugar, or dairy milk or non-dairy milk substitute with no added sugar) be the default beverage with advertised children’s meals. However, the ordinance would not prohibit a restaurant from selling, or a customer’s ability to purchase, any other beverage that is available if requested by the purchaser of the children’s meal.

As written, the ordinance would not take effect until April 1, 2025. This would give local restaurants approximately six months to come into compliance. During that time, the City would partner with BCPH to reach local restaurants telling them about the new policy. Additionally, BCPH has money available to help restaurants that may need to reprint menus

Boulder County Public Health (BCPH) staff will check for compliance with the ordinance at the same time it conducts annual restaurant inspections as part of its food safety-licensing program. Lafayette has taken this approach and their staff report having good compliance rates and they report BCPH reaches out to any restaurant if they hear there is a violation.

FISCAL IMPACT:

None.

RECOMMENDATION:

Pass the ordinance on first reading and set the second reading and public hearing for September 17.

ATTACHMENT(S):

1. Ordinance

SUBJECT: ORDINANCE NO. 1883, SERIES 2024

DATE: SEPTEMBER 3, 2024

PAGE 2 OF 2

STRATEGIC PLAN IMPACT:

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

**ORDINANCE NO. 1883
SERIES 2024**

**AN ORDINANCE AMENDING THE LOUISVILLE MUNICIPAL CODE TO REQUIRE
RESTAURANTS TO OFFER HEALTHY BEVERAGES IN CHILDREN’S MEALS**

WHEREAS, the health and well-being of children is a priority for the City; and

WHEREAS, according to a CDC study, over one-third of children and adolescents consumed fast food on a given day, and children; and

WHEREAS, the American Heart Association recommends that children consume no more than six teaspoons of sugar a day; but a small (12-ounce) soda found on children’s meal menus contains about ten teaspoons of sugar; and

WHEREAS, the consumption of sugary drinks has been linked to an increased risk of chronic diseases and health conditions, including type 2 diabetes, heart disease, high blood pressure, and certain cancers; and

WHEREAS, requiring restaurants to provide a healthy beverage as the “default beverage” included in children’s meals has been found to be an effective way to improve the nutritional quality of children’s meals; and

WHEREAS, the City Council has carefully reviewed this ordinance and finds that it promotes the overall health and wellbeing of children and their families and is in the best interest of the health, safety, and welfare of the public.

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

Section 1. Title 5 of the Louisville Municipal Code is hereby amended by the addition of a new Chapter 5.26 to read as follows:

**Chapter 5.26
Healthy Beverages in Children’s Meals**

Sec. 5.26.010. Definitions

For the purpose of this chapter, the following words and phrases shall have the following meanings:

Children’s meal means a combination of food items and a beverage, or a single food item and a beverage, sold together at a single price, primarily intended for consumption by a child.

Default beverage means the drink that is automatically included or offered in a children's meal.

Health department means Boulder County Public Health.

Restaurant means a food establishment that serves food to customers for consumption on- or off-premises, including fast food and full-service dining establishments.

Sec. 5.26.020. Default beverages in children's meals.

(a) Effective April 1, 2025 a restaurant that sells a children's meal shall make the default beverage sold with the children's meal one of the following items:

1. Water, still or sparkling, with no added sugar; or
2. Dairy milk or a non-dairy milk alternative, with no added sugar.

(b) Restaurant menus shall only list the beverages described in subsection (a) above in conjunction with children's meals. Restaurant employees shall offer the default beverage while taking food orders from customers.

(c) Nothing in this section prohibits a restaurant's ability to sell, or a customer's ability to purchase, any other beverage that is available if requested by the purchaser of the children's meal.

Sec. 5.26.030. Enforcement; penalties.

(a) Restaurants will be inspected for compliance with this chapter during inspections by the health department or other designated inspector of the City.

(b) No restaurant will be charged with violating this chapter unless a written warning and an opportunity to correct the violation is first given to the restaurant. The warning may be personally delivered, posted at the restaurant, or mailed via first-class mail to the restaurant.

(c) Any person convicted of violating this chapter shall, upon conviction, be punished by a fine of not more than \$500.00 for each offense. Imprisonment shall not be imposed as a penalty for any violation of this chapter.

Section 2. If any portion of this ordinance is held to be invalid for any reason, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares it would have passed and approved this ordinance and each part hereof irrespective of the fact that any one part be declared invalid.

Section 3. The repeal or modification of any provision of the Municipal Code of the City of Louisville by this ordinance shall not release, extinguish, alter, modify, or change

in whole or in part any penalty, forfeiture, or liability, either civil or criminal, which shall have been incurred under such provision, and each provision shall be treated and held as still remaining in force for the purpose of sustaining any and all proper actions, suits, proceedings, and prosecutions for the enforcement of the penalty, forfeiture, or liability, as well as for the purpose of sustaining any judgment, decree, or order which can or may be rendered, entered, or made in such actions, suits, proceedings, or prosecutions.

Section 4. All other ordinances or portions thereof inconsistent or conflicting with this ordinance or any portion hereof are hereby repealed to the extent of such inconsistency or conflict.

**INTRODUCED, READ, PASSED ON FIRST READING, AND ORDERED
PUBLISHED** this _____ day of _____, 2024.

Christopher M. Leh, Mayor

ATTEST:

Genny Kline, Interim City Clerk

APPROVED AS TO FORM:

Kelly PC, City Attorney

PASSED AND ADOPTED ON SECOND AND FINAL READING, this _____ day of _____, 2024.

Christopher M. Leh, Mayor

ATTEST:

Genny Kline, Interim City Clerk

**SUBJECT: DISCUSSION/DIRECTION – COMPLIANCE WITH COLORADO
SENATE BILL HB 23-290 REGARDING NATURAL MEDICINE
REGULATION AND LEGALIZATION**

DATE: SEPTEMBER 3, 2024

PRESENTED BY: MATT POST, SENIOR PLANNER

PURPOSE

1. Inform City Council of Colorado Senate Bill 23-290 concerning the regulation of Natural Medicine Businesses in the City of Louisville.
2. Receive feedback and direction from City Council in preparation for a draft ordinance.

SUMMARY:

In November 2022, Colorado voters passed Proposition 122, a citizen initiative that, along with SB 23-290, decriminalized the personal possession, cultivation, sharing, and use of psilocybin and similar substances for individuals aged 21 and older. The new State law designates these and related substances as “Natural Medicine.”

This new State law also allows for the supervised use of Natural Medicine at licensed facilities referred to as “Natural Healing Centers”. A Natural Healing Center allows a licensed “facilitator” to administer Natural Medicine in a controlled setting. This law also permits the operation of other “Natural Medicine Businesses” that are engaged in the cultivation, manufacture, and testing of natural medicine.

This law states that a local jurisdiction may not prohibit Natural Medicine Healing Centers and Natural Medicine Businesses citywide. However, a local jurisdiction may reasonably regulate the time, place, and manner of operation of these businesses.

The State is drafting a more detailed set of regulations for Natural Medicine Businesses and facilitators, focusing on licensing, certification, and safe practices with adoption scheduled for September 16, 2024. Additional information is attached to this memorandum, including the SB 23-290 Summary (**Attachment A**), and the State’s Natural Medicine Know the Law brochure (**Attachment B**).

BACKGROUND:

Under this law, Natural Medicine includes psilocybin/psilocyn and, if approved by the State under ongoing rulemaking, may also include dimethyltryptamine (DMT), ibogaine, and mescaline. A “Natural Medicine Product” is defined as any product infused with Natural Medicine intended for consumption.

Natural Medicine Businesses may include a Natural Medicine Healing Center, a Natural Medicine Cultivation Facility, a Natural Medicine Product Manufacturer, and Natural Medicine Testing Facility.

Excluding testing facilities, the joint location of Natural Medicine Businesses within one establishment or location is permitted under this State law and may be further addressed in local zoning restrictions. Natural Medicine Businesses are prohibited from operating at locations that hold a liquor or marijuana license. All Natural Medicine Businesses must be located at least 1,000 feet from licensed childcare centers, preschools, elementary, middle, junior, and high schools, as measured from the nearest property line. A map displaying the required buffer and considered zone districts for Natural Medicine business uses is included as **Attachment C**. The extent of the depicted buffers may change over time as schools and childcare centers close or open new locations.

The State plans to start accepting applications for Natural Medicine Businesses starting in 2025. Therefore, local regulations for natural medicine should be established by December 31, 2024. Following City Council direction, staff are anticipating a draft ordinance for consideration by the Planning Commission on October 10, with a first reading at City Council on November 4, and the second reading on December 3.

Natural Medicine Healing Centers Summary

Under the new State law, the use of Natural Medicine for mental health treatment or other medicinal purposes is restricted to “Natural Medicine Healing Centers”, which operate similarly to licensed medical or therapy offices and allow for the supervised use of Natural Medicine administered by a trained and licensed facilitator. Natural Medicine Healing Centers will also provide consultation and follow-up sessions with patients before and after use of Natural Medicine. Sessions may last 4-8 hours, depending on the individual and the treatment provided.

To qualify for licensure as a facilitator, an applicant must complete a facilitator training program that has been certified by the Colorado Department of Regulatory Agencies. Facilitators must complete at least 150 hours of coursework on a range of topics including facilitator best practices, ethics, rules and regulations, drug effects, contraindications and interactions, and trauma informed care, among others.

This State law addresses impaired patients leaving a Natural Medicine facility with facilitator licensing standards that require a transportation plan be in place prior to a session where Natural Medicine is administered to a patient. Operating a motor vehicle while impaired by Natural Medicine remains illegal.

Natural Medicine Cultivation, Manufacturing, and Testing Facilities Summary

The cultivation, product manufacturing, and testing of Natural Medicine as defined in the State law are light industrial in nature. The activities include growing of Natural Medicines and related equipment, humidifiers, specialized air handling systems, lighting, chemicals, storage, and other aspects necessary for cultivating psilocybin mushrooms and producing related products. State rulemaking will include standards to ensure safe operation of these uses, with an emphasis on security requirements.

Licensing

Staff are not proposing any Natural Medicine-specific licensing requirement (except for standard sales and use tax licensing) as the State is developing and adopting comprehensive licensing standards and requirements for all relevant Natural Medicine Business types.

Offenses Relating to Natural Medicine

The State law includes new personal use provisions that prohibit the possession consumption, and open and public display of Natural Medicine by persons under the age of 21. Proposed ordinance updates will address this item along with other Natural Medicine offenses adopted in the State law.

ANALYSIS:

Analysis of Natural Medicine Healing Centers

Based on the nature of the use, staff believe Natural Medicine Healing centers will operate similar to medical offices, including therapy offices. As such, the use classification of a Natural Medicine Healing Centers would be most appropriately aligned with a “professional or medical office”, currently defined in the Louisville Municipal Code (LMC) as *the office of an engineer, dentist, doctor, attorney, real estate broker, insurance broker, architect, or other similar professional persons*. Medical offices are permitted uses in the following zone districts:

- Administrative Office (A-O)
- Business Office (B-O)
- Commercial Community (C-C)
- Commercial Business (C-B)
- Residential Mixed-Use (MU-R)
- Planned Community Commercial (P-C)
- Permitted with Special Review Use:
 - Commercial Neighborhood (C-N)
 - Industrial (I)

Analysis of Natural Medicine Cultivation, Manufacturing, and Testing Facilities

The potential impact of Natural Medicine Cultivation, Manufacturing, and Testing Facilities are likely to be similar to manufacturing and light industrial uses already present in the city's industrial zone districts. As such, the use classification of Natural Medicine Cultivation, Manufacturing, and Testing Facilities would be most appropriately aligned with a "manufacturing facility", generally defined in the Louisville Municipal Code (LMC) as *facilities for the manufacturing, fabrication, processing, or assembly of products; provided that such facilities are completely enclosed and provided that no effects from noise, smoke, glare, vibration, fumes or other environmental factors are measurable at the property line*. Manufacturing facilities are currently permitted uses in the Industrial (I) Planned Community Industrial (P-I) zoning districts.

RECOMMENDATION:

To comply with SB 23-290, City staff recommend the following changes to the Louisville Municipal Code (LMC).

- Define Natural Medicine Healing Centers and Natural Medicine Cultivation, Manufacturing, and Testing Facilities as two new land uses in LMC Title 17 (Zoning) to align with the new State law.
- Allow Natural Medicine Healing Centers the same as a "professional and medical office" in LMC Sec. 17.12.030 – Use Groups. See **Attachment C** that includes a map of such zoning districts.
- Allow Natural Medicine Cultivation, Manufacturing, and Testing Facilities the same as a "manufacturing facility" in LMC Sec. 17.12.030 – Use Groups. See **Attachment C** that includes a map of such zoning districts.
- Provide supplemental regulations for both Natural Medicine Healing Centers and Natural Medicine Cultivation, Manufacturing, and Testing Facilities that address the State law, including but not limited to the buffer requirements from schools and day cares.
- Require minimum parking the same as a medical and dental clinic in LMC Sec. 17.20.020.

It is important to note that Downtown Louisville is zoned Commercial Community (C-C). The schools and licensed childcare center buffer map (Attachment C) indicates that the majority of Downtown Louisville is within the buffer area of existing, licensed childcare facilities and schools which would prohibit Natural Medicine Businesses. As such, under the staff recommendation a Natural Medicine Healing Center may be established in Downtown Louisville if any schools or day cares were to close. For reference, retail and medical marijuana are currently prohibited uses in Downtown Louisville

CITY COUNCIL DIRECTION REQUESTED:

Staff are requesting feedback on the following items:

1. Does City Council agree with proposed zoning districts to allow both Natural Healing Centers and Natural Medicine Cultivation, Manufacturing, and Testing Facilities?
2. Does City Council agree with the approach to addressing Natural Healing Centers in Downtown Louisville?
3. Does City Council wish to evaluate additional regulations for Natural Medicine Businesses beyond what the State bill sets forth to address impacts (e.g., additional buffering, hours of operation, etc.)?

ATTACHMENTS:

- A. State Bill 23-290 Summary
- B. Natural Medicine Know the Law brochure
- C. School/Childcare Center Buffer Map

STRATEGIC PLAN IMPACT:

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



COLORADO
Department of Revenue

SB23-290 Natural Medicine Regulation & Legalization

NOTICE: This document reflects a summary and outline of SB23-290 prepared by the Department of Revenue and is for informational purposes only. The content herein should not be relied upon or construed as legal advice and does not represent the interpretation of any other agency.

I. BACKGROUND - PROPOSITION 122

- A. In November 2022 Colorado voted to pass [Proposition 122](#), the Natural Medicine Health Act, which (a) directed the establishment of a regulatory program for access to natural medicine; and (b) decriminalized personal use for adults
- B. Assigned the Department of Regulatory Agencies (DORA) with all regulatory responsibilities, including establishment of the [Natural Medicine Advisory Board](#)

II. SB23-290 REGULATORY PROGRAM

- A. **DORA** maintains the role of licensing and regulating Facilitators (persons licensed to provide natural medicine and related services). SB290 also maintained and added the following duties for DORA:
 - 1. Natural Medicine Advisory Board
 - 2. Federally Recognized Tribes & Indigenous Community Work Group
 - 3. Annual Reporting (in coordination with DOR)
- B. **The Department of Revenue (DOR)** is responsible for licensing and regulating healing centers, cultivations, manufacturers, and testing facilities under a new [Natural Medicine Division](#) and assigned the following duties to DOR:
 - 1. Testing and certification program (in coordination with CDPHE)
 - 2. Data collection (**LE incidents, adverse health events, healthcare system impacts, consumer protection claims, behavioral health impacts**)
 - 3. Public education campaigns
 - 4. Training materials for first and multi-responders
 - 5. Annual Reporting (in coordination with DORA)
- C. **Natural Medicine** defined to include only Psilocybin & Psilocyn initially

III. SB23-290 PERSONAL USE PROVISIONS

- A. **Natural Medicine** defined to include Psilocybin, Psilocyn, Ibogaine, Mescaline, and Dimethyltryptamine (DMT)
- B. **Personal Cultivation:** Not more than 12x12 feet (can be non-contiguous) on Private Property (defined) in enclosed & locked space
 - 1. Local authority to exceed the space limit
- C. **Personal Possession & Use:** No personal possession limit
 - 1. May share with an adult (21+) in context of counseling, spiritual guidance, community-based use, supported use, or related services
 - 2. No Remuneration (except allowed for bona fide harm reduction or support services used concurrently with sharing, subject to the following:
 - a) No advertisement related to sharing or services
 - b) Person sharing must inform if not a licensed Facilitator
 - 3. No manufacturing with Inherently Dangerous Substances (defined)
 - 4. No open and public display or consumption
 - 5. Personal testing by unlicensed labs allowed, subject to requirements
 - 6. Establishes [offenses](#) for violations

SB23-290 NATURAL MEDICINE REGULATION & LEGALIZATION

Detailed Bill Outline

- IV. **Department of Regulatory Agencies (DORA) - Title 12**
 - A. Definitions
 - B. Powers & Duties - Rulemaking Authority
 - C. Natural Medicine Board - Members & Duties
 - D. American Tribes & Indigenous Community Working Group
 - E. Facilitator Licensing - Requirements & Restrictions
 - F. Grounds for Discipline & Proceedings
 - G. Local Jurisdiction / Preemption
 - H. Protections
- V. **Department of Public Health & Environment (CDPHE) - Title 25**
 - A. Rulemaking - Testing & Certification
- VI. **Department of Revenue (DOR) - Title 44**
 - A. Definitions
 - B. Application Procedures
 - C. Protections - Employer, Schools, Hospitals, Detention Facilities
 - D. Local Jurisdiction Authority & Limitations
 - E. State Licensing Authority - Powers & Duties
 - 1. Licensing & Enforcement
 - 2. Reporting, Data Collection, Public Education, Training
 - F. Rulemaking - Mandatory & Permissive
 - G. Confidentiality
 - H. Application & Distance Restrictions
 - I. Classes of Licenses (Additional Rulemaking)
 - J. Protections
- VII. **Code of Criminal Procedure - Title 16 / Criminal Code - Title 18**
 - A. Class 1 & Class 2 Public Nuisance
 - B. Offenses
 - C. New Personal Use Provisions
- VIII. **Other - Additional Provisions**
 - A. Prohibiting Discrimination for Health Benefit Plan Coverage
 - B. Division of Adult Parole, State Board Parole, Conditions of Probation
 - C. Juvenile Court Jurisdiction
 - D. Child Neglect
 - E. Sealing of Criminal Conviction Records
 - F. Public Assistance Considerations
 - G. Organ Transplants
 - H. Farm Products - Defined (exclusion)
 - I. Income Tax & Net Income of Corporation

Natural Medicine Regulation & Legalization

SB23-290

Summary Based on - 4.24.23 [Version of Bill](#)

Department of Regulatory Agencies (DORA)

[DORA Natural Medicine Health Act Homepage](#)

SECTION 1

12-170-102. Legislative Declaration.

Declares intent and directs state agencies to honor and respect federally recognized tribes and indigenous people in order to prevent natural medicine being overly commodified / commercialized / misappropriated / exploited. Directs agencies to consider potential for direct and indirect harm.

SECTION 2

12-170-103. Applicability of Common Provisions.

Applies Title 12, Art. 1 (General Provisions) & Art. 20 (Div. of Professions & Occupations) to Article 170.

SECTION 3

12-170-104. Definitions. (P. 3-6)

Defines: Administration Session; Board; Director; Division; Facilitation; Facilitator; Federally Recognized American Tribe; Healing Center; Health-Care Facility; Integration Session; Local Jurisdiction; Natural Medicine; Natural Medicine Product; Natural Medicine Services; Participant; Preparation Session; Regulated Natural Medicine; Regulated Natural Medicine Product; Remuneration; State Licensing Authority.

Summary Definition - Natural Medicine:

(12)(a) (I) **Psilocybin**; or (II) **Psilocyn**

(12)(b)(II) **Ibogaine** (if recommended by the Board & agency approved);

(12)(b) **ON OR AFTER JUNE 2026** (if recommended by the Board & agency approved):

(I) **Dimethyltryptamine** (DMT)

(III) **Mescaline** [does NOT include Peyote, meaning all parts of the plant classified botanically as *Lophophora Williamsii* Lemaire, whether growing or not; its seed; any extract from any part of plant, and every compound, salt, derivative, mixture, or preparation of the plant, or its seed or extracts]

(12)(c): Natural Medicine **DOES NOT MEAN** a synthetic or synthetic analog of the substances, including a derivative of a naturally occurring compound of natural medicine that is produced using chemical synthetic, chemical modification, or chemical conversion.

SECTION 4

12-170-105. DORA - Director Powers & Duties - Rules (P. 6-10)

(1)(a)(I) Rules for safe provision of regulated natural medicine and services, including:

(A) Parameters for a preparation, administration, and integration session;

(B) Health and safety warnings required before each session;

(C) Educational materials that must be provided before each session;

(D) A form a participant, facilitator, and authorized representative of the Healing Center must sign (establishes minimum requirements regarding health information, drug contraindications, participant expectations, parameters for physical contact, and risks of participation);

(E) Proper supervision during the administration session and requirements for a discharge plan or safe transportation;

- (F) Provisions for group administration sessions;
- (G) Provisions to refuse services based on health and safety risks;
- (H) Dosage limits for administration sessions.

(1)(a)(II) Requirements for Facilitator licensing, practice and professional conduct, including:

- (A) Form and procedures for license applications;
- (B) Educational and experiential requirements and qualifications (including education and training on participant safety, drug interactions, contraindications, mental health and state, physical health and state, social and cultural considerations, preparation, administration, integration, and ethics). Must not require a separate professional license or degree (unless multiple tiers)
- (C) Oversight/supervision requirements, including continuing education
- (D) Professional standards of conduct
- (E) Parameters for physical contact, including informed consent for physical contact
- (F) Permitting remuneration for provision of natural medicine services
- (G) Group administration sessions and participant limits
- (H) Record-keeping, privacy, confidentiality (and exemptions)
- (I) Parameters for permissible and prohibited financial interests in a license
 - Financial Interest Restriction:** A **Facilitator** cannot have a financial interest in more than five (5) NM business licenses.
- (J) Parameters for other authorized locations, including a health-care facility or private residence.
- (K) Standards for advertising and marketing, including to avoid misappropriation and exploitation of tribes and indigenous people, avoiding excessive commercialization, and targeting underage.

(1)(a)(III)-(V) Other Rules:

- (III) Rules necessary to differentiate between types of regulated natural medicine provided during an administration session based on qualities, traditional uses, and safety profile
- (IV)-(V) Other matters determined necessary to implement/administer

SECTION 4 (Continued)

12-170-105. DORA - Director Powers & Duties (P. 10-12)

(1)(b)-(k) DORA Duties Include:

- (1)(b) December 31, 2024 - DORA begins accepting applications/granting licenses
 - Prioritization of Applications:** Shall prioritize review of applications from CO residents
- (c) Establish licenses, registrations, etc.
- (d) Establish, when financially feasible, procedures, policies, and programs to ensure rules are equitable and inclusive (for which the Director may consult the Board)
- (e) Conduct investigations and hearings, gather evidence, and pursue disciplinary actions
- (f) Take disciplinary action or limit scope of practice upon proof of violation
- (g) Cease-and-desist orders pursuant to Section 405
- (h) Petition a district court for an investigative subpoena or injunction under certain circumstances
- (i) Maintain an **ONLINE PUBLIC LIST** of licensees, registrants, etc, including whether the person had its credentials limited, suspended, or revoked
- (j) Publish an **ANNUAL REPORT** on the implementation/administration (in coordination with DOR)
- (k) Perform other functions and duties necessary to administer

Other Requirements & Limitations:

- (2) Director shall consult the Board when considering/promulgating rules
- (3) Authority to collect available and relevant data
- (4) Regulators prohibited from pecuniary gain from licensees for 6 months after employment

SECTION 5	12-170-106. DORA - Natural Medicine Advisory Board
<u>Creates Natural Medicine Advisory Board (2 and 4 year terms), Pg. 13</u> At expiration of term, the Governor shall appoint members, without consent of the Senate (4 year term). May serve up to 2 consecutive terms. Can be removed for misconduct, incompetence, neglect of duty, unprofessional conduct. <u>Board Recommendation Subjects, Pg. 14-15:</u> ➤ Accurate public health approaches regarding use, benefits, harms, and risk reduction ➤ Content and scope of educational campaigns ➤ Research related to the efficacy and regulation, including product safety, harm reduction, and cultural responsibility ➤ Facilitator Requirements - Proper content of training programs, educational and experiential requirements, and qualifications. When making recommendations, the Board may consider: (I) Tiered facilitator licensing; (II) Limited waivers of education and training requirements based on experience, training, skills; (III) Removal of unreasonable or logistical barriers ➤ Affordable, equitable, ethical, and culturally responsible access to NM (may consider recommendations on ways to reduce costs of licensure, incentives for reduced costs for services, and incentives for services in geographic and culturally diverse regions) ➤ Regulatory considerations for each type of NM and each type of session ➤ Addition of other types of NM, based on medical, psychological, and scientific studies, research, and other information related to safety and efficacy - Shall prioritize consideration of Ibogaine ➤ All rules to be promulgated by DORA & DOR ➤ Requirements for accurate and complete data collection, reporting, and publication <u>Other Board Duties, Pg. 15:</u> ➤ Shall, on an ongoing basis: ○ Review and evaluate existing and current research, studies, and real-world data related to NM and make recommendations to the GA and agencies regarding coverage under health first Colorado or other insurance programs for various mental health conditions ○ Review and evaluate sustainability issues and impacts on tribal and indigenous cultures and documenting existing reciprocity efforts and continuing support measures needed ➤ Board shall publish an ANNUAL REPORT describing activities	
SECTION 6	12-170-107. American Tribes & Indigenous Working Group (P. 16)
<u>Federally Recognized American Tribes & Indigenous Community Working Group</u> ➤ To avoid misappropriation, exploitation, excessive commercialization, conservation issues (including potential for further depletion of peyote due to it being a source of mescaline), best practices, and open communication to avoid unnecessary burdens. ➤ Shall advise the Board and DORA on findings and recommendations ➤ Encourages DORA To engage with those who have significant experience with traditional use	
SECTION 7	12-170-108. License - Unauthorized Practice - Disclosures (P. 17)
<u>Facilitator License Requirements & Restrictions</u> ➤ Shall not engage in Facilitation or represent self as a Facilitator without a license ➤ Shall conspicuously display license in Healing Center, including info on how to file a complaint ➤ Shall provide specific information in writing prior to each session (P. 18) ○ Name, address, and phone # of the licensee; ○ Explanation of regulations applicable to the licensee; ○ Listing of training, educational and experiential requirements and qualifications satisfied	

- to obtain a license ○ Statement indicating the participant is entitled to receive information about services, may terminate services and may terminate informed consent for physical contact at any time ➤ Nothing prohibits a person from performing a bona fide religious, culturally traditional, or spiritual ceremony, but must inform that they are not a licensed facilitator and so long as the ceremony is not associated with commercial, business, or for-profit activity	
SECTION 8	12-170-109. Grounds for Discipline (P. 19)
<u>DORA Permissive Authority to Take Disciplinary or Other Action Upon Proof of Following:</u> ➤ Violation of this Article 170 or rules, Article 20, or any valid order of DORA ➤ Convicted of or entered plea of nolo contendere to a felony ➤ Misstatement of an application or fraud, deception, or misrepresentation ➤ Act or omission necessary to meet generally accepted professional standards of conduct ➤ Excessive or habitual use or abuse of alcohol or controlled substances ➤ Guilty of unprofessional or dishonest conduct ➤ Advertising by means of false or deceptive statement ➤ Failure to display license as required ➤ Guilty of willful misrepresentation ➤ Failure to disclose within 45 days a conviction for a felony or any crime related to practice ➤ Aids/abets unlicensed practice of facilitation ➤ Fails to timely respond to a complaint end by the Director (DORA) pursuant to 12-170-110	
SECTION 9	12-170-110. Disciplinary Proceedings (P. 20)
Establishes bases and process for disciplinary proceedings, including hearings and judicial review	
SECTION 10	12-170-111. Fees - Cash Fund (P. 21)
Establishes a cash fund. Shall set and adjust fees so revenue approximates the direct and indirect costs of the program. Fees shall not exceed the amount necessary to administer the Article.	
SECTIONS 11 & 14	12-170-112 & 115. Local Jurisdiction (P.21) / Preemption (P.23)
Consistent with Prop 122, local governments cannot prohibit Facilitation of NM Services and can not adopt ordinances/regulations that are unreasonable or in conflict with Article 170.	
SECTION 12	12-170-113. Protections (P. 22)
<u>Protections Include:</u> (1)(a) Licensed activity and allowing use of property for licensed activity are not an offense under state or local law; are not subject to civil fine or sanction; are not a basis for detention, search, or arrest; and are not a basis to deny any right or seize or forfeit assets. (b) Contracts enforceable (federal prohibition does not render a contract unenforceable) (c) Mental health care, substance use services, or behavioral health services covered under the CO Medical Assistance Act, Title 25.5, Articles 4-6, cannot be denied on the basis of federal prohibition of NM. However, Insurance providers are not required to cover the cost of NM. (d) Nothing prevents the Director from enforcing rules or limits state or local LE to investigate unlawful activity in relation to a licensee. (2) Professional or occupational license not subject to professional discipline on the basis of federal prohibition, but this does not authorize conduct that violates standards of care or scope of practice.	

SECTIONS 13-16	12-170-114 - 12-170-117. Construction & Repeal (P. 23)
➤ Section 13. 12-170-114. Liberal Construction - Article 170 must be liberally construed ➤ Section 15. 12-170-116. Self-Executing, Severability, Conflicting Provisions - Provisions are self-executing except as specified and supersede conflicting state and local provisions ➤ Section 16. 12-170-117. Repeal & Review - Article 170 subject to review prior to repeal 9/1/2032	
SECTION 17	12-20-407. Unauthorized Practice
Class 2 Misdemeanor if a person practices or offers or attempts to practice/engage in Facilitation	
Department of Revenue (DOR) - DOR Website & Department of Public Health & Environment (CDPHE) - CDPHE Website	
SECTION 18	24-1-117. Department of Revenue - New Division (P. 24)
Creates the DOR Natural Medicine Division, a type 2 entity (as defined in 24-1-105)	
SECTION 19	24-34-104. Review for Repeal or Continuation (P. 25)
September 1, 2032 - Scheduled repeal of Article 170 of Title 12 and Article 50 of Title 44	
SECTION 20	25-1.5-120. CDPHE - Testing and Standards - Rules (P. 25)
CDPHE authority to establish (in coordination with DOR) rules for testing and certification. 44-50-203 also gives permissive authority for DOR to allow for personal use testing. <u>Minimum testing rules must include:</u> ➤ Testing standards and certification requirements ➤ Independent testing and certification program within a timeline established by the DOR, to ensure products do not contain contaminants injurious to health and ensure correct labeling ➤ Quarantine and notification procedures if results indicate substances deemed injurious; ➤ Ensure testing verifies concentration representations and homogeneity for labeling; ➤ Acceptable variance for concentration and procedures to address misrepresentations; and ➤ Protocols and frequency of testing.	
SECTION 21	PART 1: NEW ARTICLE 50 - CO Natural Medicine Code (P. 26)
Establishes Article 50 in Title 44 - The Colorado Natural Medicine Code, 44-50-101 - 102	
SECTION 21	PART 1: 44-50-103. Definitions (P. 27)
44-50-103. Definitions: Consistent with Title 12 (underlined terms are new) Administration Session; Board; Director; Division; Facilitator; Healing Center; Health-Care Facility; Integration Session; <u>License</u>; <u>Licensed Premises</u>; <u>Licensee</u>; Local Jurisdiction; Natural Medicine; <u>Natural Medicine Business</u>; Natural Medicine Product; Natural Medicine Services; Participant; <u>Person</u>; Preparation Session; <u>Principle File</u>, Regulated Natural Medicine; Regulated Natural Medicine Product; Remuneration; State Licensing Authority; <u>Transfer</u>	

SECTION 21	PART 1: 44-50-104. Applicability (P. 32)
<u>Application Procedures</u> ➤ Requires SLA to <u>prioritize review</u> of applications from Colorado residents ➤ Application & License fees are credited to the Regulated Natural Medicine Cash Fund <u>Employer, School, Hospital, Detention Facility, Related Protections</u> ➤ Employers are not required to permit or accommodate NM use, consumption, possession, etc., or impairment in the workplace ➤ Employers may have policies restricting use or impairment in the workplace ➤ An employer, school, hospital, detention facility, corporation, or other entity that occupies, owns, or controls property can prohibit/regulate NM activities on such property <u>Local Jurisdiction Authority & Limitations</u> ➤ May enact ordinances/regulations governing time, place, manner of operation of licenses ➤ May NOT prohibit: ○ Establishment or operation of licenses ○ Transportation of NM on public roads by licensed persons ➤ May NOT adopt ordinances/regulations that are unreasonable or in conflict	
SECTION 21	PART 2: 44-50-201. State Licensing Authority (P. 33)
Establishes the DOR Executive Director as the State Licensing Authority (can delegate to NM Division Director), who may employ Department officers and employees as necessary.	
SECTION 21	PART 2: 44-50-202. Powers & Duties of SLA (P. 33)
<u>Licensing & Enforcement: PP. 33-34</u> ➤ December 31, 2024 - DOR begins accepting applications/granting licenses ➤ Authority to suspend, fine, restrict, revoke licenses (active, expired, or surrendered) ➤ Conduct investigations and hearings, gather evidence, and pursue disciplinary actions ➤ Petition a district court for an investigative subpoena to unlicensed persons after reasonable efforts to obtain requested documents/information ➤ Petition a court to temporarily restrain or enjoin action of an unlicensed person when the NM Division director finds sufficient evidence that the person has or is committing a prohibited act and such act (A) threatens public health or safety; or (B) constitutes an unlawful act ➤ Hearing procedures and authority ➤ Develop forms, licenses, ID cards, and applications <u>Reporting, Public Education & Training: PP. 34-36</u> ➤ In coordination with DORA, publish an ANNUAL REPORT on the implementation/administration (must not include information that could disclose the identity of a participant) ○ DATA COLLECTION REQUIREMENT (to include in annual report): In coordination with other agencies, the SLA shall request data concerning LE incidences / adverse health events / impacts to health care systems / consumer protection claims / and behavioral health impacts ➤ Develop and promote PUBLIC EDUCATION CAMPAIGNS (including public service announcements, educational materials, and crisis response materials) ➤ Develop and promote TRAINING MATERIALS for first responders and multi-responders (LE, emergency medical providers, social service providers, fire fighters) <u>Other Duties & Limitations: PP. 35-36</u> ➤ SLA cannot fix prices for regulated NM ➤ Nothing requires LE ability to investigate unlawful activity related to a licensee ➤ LE has authority to run a criminal history record check during an investigation of unlawful activity	

- Establish, when financially feasible, procedures, policies, and programs to ensure rules are equitable and inclusive (for which the SLA may consult the Board)

SECTION 21

PART 2: 44-50-203. Rulemaking Authority (P. 37)

DOR MANDATORY RULEMAKING

General Licensing:

- Licensing procedures & requirements (for issuance, denial, renewal, reinstatement, modification, suspension, and revocation)
- Oversight requirements for licensees
- A schedule of application, licensing, and renewal fees

Qualifications and eligibility requirements for licensure

- Tax Compliance: Eligibility includes requirements for timely payment of state taxes, timely filing of returns, and timely curing of tax deficiencies. Authorizes the DOR to have access to licensing information to ensure compliance.

Permitted and prohibited financial interests:

- A Person cannot have a financial interest in more than five (5) NM business licenses

Testing Program: DOR rules in coordination with CDPHE

- Establishment of a natural medicine independent testing and certification program.
- At a minimum, to ensure product does not contain contaminants injurious to health and to ensure correct labeling
- Certification requirements and requirements that results cannot be used unless the lab is certified
- Testing procedures and frequency
- Whether to allow unlicensed persons to request/utilize testing services of regulated labs
- Definitions, permissions, and prohibitions concerning conflicts of interest
- Procedures and requirements necessary for coordination with CDPHE duties

Regulation of Licensed Premises:

- Co-location of a Healing Center with another Healing Center or Health-Care Facility

Transportation Requirements:

- Security requirements
- Vehicle requirements, including surveillance
- Limits on amounts that may be carried in a vehicle
- Record keeping
- Transport manifest

Production Management

- Limits on the amount of NM allowed for production by licensees based on metrics
- Shall consider total current and anticipated demand

Record Keeping

- Records licensees are required to maintain and make available for inspection by the SLA

Other

- Requirements to prevent diversion
- Requirements to prevent underage access
- Permitted and prohibited transfers of NM between licensees
- Standards for advertising/marketing (including avoiding misappropriation and exploitation of tribes and indigenous people / avoiding excessive commercialization)

DOR PERMISSIVE RULEMAKING (P. 40)

- Establishment of licenses
- Principle file process
- Product requirements and restrictions
- Packaging and labeling requirements, including warning labels, serving and per-package serving amounts; and concentration of product
- Security and surveillance, among other minimum procedures for internal control
- Reporting requirements for changes
- Health and safety standards and sanitary requirements
- Waste handling/disposal
- Storage and transportation
- Inventory tracking/management
- Procedures for disciplinary actions
- Penalties schedule
- Specifications of duties of officers/employees of SLA
- Guidance for law enforcement
- Inspections and investigations (including searches, seizures, forfeitures, embargo, quarantine, recalls, and such additional activities as may become necessary)
- Prohibition on misrepresentation and unfair practices
- Other matters as necessary

Other Requirements & Limitations (P. 43)

- Shall consult the advisory board when considering and promulgating rules
- May establish procedures for conditional issuance of an employee license and ID at time of application (remains subject to denial pending results of criminal history check)
- Fingerprint requirements - by local LE agency or third party approved by CBI (requirement for SLA to send fingerprints to CBI for processing)

SECTION 21

PART 2: 44-50-204. Confidentiality (P. 43)

Gives similar protections and exemptions as in the Marijuana Code. Certain licensee information must be maintained as confidential (e.g. financial records, security plans) with limited exceptions

SECTION 21

PART 3: 44-50-301. Classes of Licenses (P. 44)

- Creates licenses issued by DOR: Healing Center, Cultivation, Manufacturer, Testing Facility, Occupational license (with authority to establish other licenses as necessary for implementation)
- Authorizes a state chartered bank or credit union to loan money to licensees
- Prohibits operation of a license at the same location as a license or permit issued under Articles 3, 4, 5, or 10 of Art. 44 (alcohol, fermented malt beverages, special event liquor permits; marijuana)

SECTION 21

PART 3: 44-50-302. Application & Distance Restrictions (P. 45)

- Distance restrictions, including within 1,000 feet of a child care center, preschool, elementary, middle, junior, or high school, or residential child care facility or if not permitted by local zoning.
- Local jurisdictions may vary the distance restrictions or may eliminate facilities from restrictions.
- Application approval requires the applicant to demonstrate it is or will be entitled to possession of premises via lease, rental agreement, ownership, or other arrangement.

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SECTION 21	PART 4: 44-50-401. Healing Center (P. 47)
<u>General Requirements & Restrictions</u> ➤ License may be issued only to a person that employs or contracts with a Facilitator ➤ May transfer regulated NM to another HC ➤ Prior to initiating NM Services, a Facilitator shall verify the Participant is 21+ ➤ Shall comply with all provisions of Article 34, Title 24, as related to persons with disabilities <u>Additional Rulemaking Authority</u> ➤ Shall not transfer more than amount permitted by rule in a single Administration Session ➤ SLA may establish exemptions to the above administration limitations and may establish record-keeping requirements for HCs pursuant to any such exemption	
SECTION 21	PART 4: 44-50-402. Cultivation Facility (P. 48)
<u>Transfer Allowances/Restrictions</u> ➤ License may be issued only to a person who cultivates regulated NM for transfer and distribution to NM healing centers, manufacturers, or other cultivations <u>Activities Restricted on Premises</u> ➤ NM cannot be consumed on the premises unless co-located with HC premises	
SECTION 21	PART 4: 44-50-403. Product Manufacturer (P. 48)
<u>General Requirements & Restrictions</u> ➤ License may be issued only to a person who manufactures regulated NM products ➤ Licensee shall NOT: ○ Add regulated NM to a food product that holds a trademark, unless it's used only as a component or as part of the recipe and only if the licensee does not state or advertise to the consumer that the final product contains a trademarked product ○ Intentionally or knowingly label or package in a manner that would cause reasonable confusion as to whether the product was trademarked ○ Label or package in a manner that violates federal trademark law/regs <u>Activities Restricted on Premises</u> ➤ NM cannot be consumed on premises unless co-located with HC premises	
SECTION 21	PART 4: 44-50-404. Testing Facility (P. 49)
<u>General Requirements & Restrictions</u> ➤ License may be issued only to a person who performs testing and research on NM ➤ Testing is a matter of statewide concern ➤ A testing licensee cannot have an interest in another NM business license <u>Additional Rulemaking Authority</u> ➤ Acceptable testing and research practices, including but not limited to: ○ Standards ○ Quality control analysis ○ Equipment certification and calibration ○ Identification of chemicals and other substances used in bona fide research methods ○ Whether to allow persons 21+ to request and use testing services for personal use	

SECTION 21	PART 5: 44-50-501. Unlawful Acts (P. 50)
➤ Knowingly transfer to person under 21 ➤ Knowingly adulterate or alter test samples (or attempt to do so)	
SECTION 21	PART 6: 44-50-601 - 602. Fees (P. 50)
<u>Establishes the Regulated Natural Medicine Division Cash Fund</u> ➤ Fees must cover direct and indirect costs of agency operations to implement and administer ➤ May charge for the cost of each fingerprint analysis and background investigation to qualify new officers, directors, managers, or employees ➤ Shall annually review and, if necessary, adjust fees to reflect direct and indirect costs ➤ Fees must not exceed the amount necessary to administer ➤ Shall also establish a subpoena fee (not applicable to government agencies)	
SECTION 21	PARTS 7 - 8: 44-50-701 - 801. Disciplinary Actions (P. 52)
Establishes process for disciplinary actions with notice, hearing, and judicial review.	
SECTION 21	PART 9: 44-50-901. Protections, Construction, Preemption, Severability (P. 53)
<u>44-50-901. Protections (PP. 53-54)</u> ➤ Licensed activity and allowing use of property for licensed activity are not an offense under state or local law; are not subject to civil fine or sanction; are not a basis for detention, search, or arrest; and are not a basis to deny any right or seize or forfeit assets. ➤ Contracts enforceable (federal prohibition does not render a contract unenforceable) ➤ Licenses under this Article are not subject to professional discipline for providing advice or services related to NM on the basis of federal prohibition, but does not authorize malpractice. ➤ Mental health care, substance use services, or behavioral health services covered under the CO Medical Assistance Act, Title 25.5, Articles 4-6, cannot be denied on the basis of federal prohibition of NM. However, Insurance providers are not required to cover the cost of NM. ➤ Nothing prevents the Director from enforcing rules or limits state or local LE to investigate unlawful activity in relation to a licensee. <u>44-50-902 - 904. Construction, Preemption, Severability (P. 55)</u> Article 50 must be liberally construed to effectuate its purpose; local jurisdictions cannot adopt any ordinance, rule, or resolution in conflict with this Article; If any provision of this Article is found to be unconstitutional, the remaining provisions are valid.	
SECTION 21	PART 10: 44-50-1001. Sunset Review & Repeal (P. 55)
Effective September 1, 2032 ; Scheduled for Sunset Review under 24-32-104(5)	
TITLE 16 CODE OF CRIMINAL PROCEDURE	
SECTIONS 22 -23	PART 10: 16-13-303 - 304. Class 1 & 2 Public Nuisance (P. 55)
Not a Class 1 or 2 public nuisance if in compliance with 18-18-434, Title 12, or Title 44	

TITLE 18 CRIMINAL CODE	
SECTIONS 24 - 26	18-18-403.5. Unlawful Possession of Controlled Substance 18-18-404. Unlawful Use of Controlled Substance 18-18-405. Unlawful Distro, Manufacturing, Dispense, Sale
Exemptions if in compliance with Title 12, Title 27, Title 18, and Title 44	
SECTION 27	18-18-410. Declaration of Class 1 Public Nuisance (P. 57)
Exemptions regarding use of places for storage, manufacture, sale, or distribution	
SECTION 28	18-18-411. Property & Controlled Substances (P. 57)
Exemptions for persons (keeping, controlling, renting, making property available for distribution or manufacture) if in compliance with 18-18-434, Article 170 of Title 12, or Article 50 of Title 44	
SECTION 29	18-18-412.7. Sale or Distribution of Materials to Manufacture CS
Exemptions if in compliance with 18-18-434, Title 12, and Title 44	
SECTION 30	18-18-430.5. Drug Paraphernalia - Exemption (P. 58)
Exemptions from 18-18-425 - 18-18-430 if using equipment, products, or materials in compliance	
SECTION 31	NEW 18-18-434. Offenses Relating to Natural Medicine (P. 58)
<u>NEW PERSONAL USE PROVISIONS FOR NATURAL MEDICINE</u> OFFENSES P. 58 <u>(1) Persons under 21 Years of Age - Knowingly Possess or Consume</u> P. 58 <i>*Aligns with 18-13-122 for MJ</i> ➤ Drug petty offense - subject to: ○ Fine of not more than \$100; OR ○ Not more than four (4) hours of substance use education or counseling ➤ Second or subsequent conviction: ○ Fine of not more than \$100 ○ Not more than four (4) hours of substance use education or counseling; AND ○ Not more than twenty-four (24) hours of useful public service <u>(2) Open and Public Display or Consumption:</u> P. 58 <i>*Aligns with 18-18-406(5)(b) for MJ</i> ➤ Drug petty offense - subject to: ○ Fine of not more than \$1,000; AND ○ Not more than twenty-four (24) hours of useful public service. <u>(3)(a) Knowing Cultivation (or allowance) - Private Property Exceeding 12x12 (non-contiguous)</u> P. 59 <i>*Aligns with lowest level penalty in 18-18-406(3) for MJ</i> ➤ Drug petty offense - subject to: Fine of not more than \$1,000	

(3)(b) Knowing Cultivation (or allowance) - Private Property Enclosed & Locked Space P. 59

**Aligns with lowest level penalty in 18-18-406(3) for MJ*

- **Drug petty offense** - subject to: Fine of not more than \$1,000

(4) Knowing Manufacture w/Inherently Hazardous Substances P. 60

**Aligns with 18-18-406.6 for MJ*

- **Level 2 Drug Felony** - Unlawful to knowingly manufacture or allow manufacture of NM Product using an **Inherently Hazardous Substance**
- **Defined:** Any liquid, chemical, compressed gas, or commercial product that has a flash point at or lower than 38 degrees celsius or 100 degrees fahrenheit, including butane, propane, and diethyl ether, and excluding all forms of alcohol and ethanol)

PERSONAL USE P. 59

Personal Cultivation

- Limited to an area not more than **12x12 feet** on Private Property
- 12x12 space not required to be contiguous
- A local jurisdiction may allow cultivation exceeding the space limit
- Defines **"Private Property"**
 - A dwelling, its curtilage, and a structure within the curtilage being used for habitation and that is not open to the public.
- 18-18-434(3)(b)(II) - Not a violation if:
 - The person is 21+; AND
 - The cultivation area is located in a dwelling on the Private Property; AND
 - If an underage person lives at the dwelling, the cultivation is enclosed and locked.
 - If no underage person lives at the dwelling, the external locks on the dwelling constitute an enclosed and locked space, **BUT**
 - If a person underage lives at the dwelling, shall ensure access is reasonably restricted

(5)(b) Personal Use Testing Allowances - via Unlicensed Labs P. 60

- Allows a person to perform testing for persons 21+ (for personal use) if:
 - The person gives written notice that they are not licensed by the state to conduct testing; &
 - The person who submits samples gives a signed statement that the natural medicine is for personal use only

(5)(c) Nothing in this Section Permits the Following P. 61

- Underage access
- Remuneration except as allowed
- Engage in personal use actions related to natural medicine other than as allowed
- Engage in action as part of a business promotion or commercial activity except as allowed
- Dispense, sell, or distribute, or possess Ibogaine w/intent to distribute except as allowed

(5)(d) - (10) Law Enforcement & Local Jurisdiction Limitations P. 61

- Shall not arrest or charge or prosecute for an offense involving natural medicine except as expressly provided in this Section (may arrest, charge, or prosecute for an offense not expressly lawful under Titles 12 and 44)
- A lawful action cannot be the sole reason to
 - (a) subject a person to a civil fine, penalty, or sanction
 - (b) deny a person a right or privilege; or
 - (c) seize or forfeit assets
- A lawful action cannot be the sole factor in a probable cause determination. Such action can be

used as a factor IF:

- The original stop or search was lawful; AND
- Other factors are present to support a PC determination
- Entitlement to consume does not constitute a defense against a charge for violation related to operation of a vehicle, aircraft, boat, machinery, or other device
- A local jurisdiction shall not impose any greater criminal or civil penalty

(11) Exceptions for Living Plants for Ornamental Purposes

Offenses do not apply to a living plant for ornamental purposes (plants commonly and lawfully sold prior to this Act). A living plant does not include mushrooms or other fungal matter

Defines Natural Medicine P. 63

- Means: (A) Dimethyltryptamine (B) Mescaline; (C) Ibogaine; (D) Psilocybin; or (E) Psilocyn
- Exclusions:
 - Natural Medicine does **NOT** mean a synthetic or synthetic analog of the substances, including a derivative of a naturally occurring compound of natural medicine that is produced using chemical synthetic, chemical modification, or chemical conversion.
 - Mescaline does **NOT** include Peyote, meaning all parts of the plant classified botanically as *Lophophora Williamsii* Lemaire, whether growing or not; its seed; any extract from any part of plant, and every compound, salt, derivative, mixture, or preparation of the plant, or its seed or extracts.

Defines Personal Use P. 64

- Consumption or use of Natural Medicine or Natural Medicine Product; or
- The amount a person may lawfully possess, cultivate, or manufacture that is necessary to share with another person 21+ within the context of:
 - Counseling
 - Spiritual guidance
 - Beneficial community-based use and healing; or
 - Supported use or related services
- Does NOT mean:
 - Remuneration;
 - Possession, cultivation, or manufacture with intent to sell for remuneration;
 - Possession, cultivation, manufacture, or distribution for business or commercial purposes
- Does not preclude Remuneration for bona fide harm reduction or support services used concurrently with sharing. IF:
 - No advertisement related to sharing or the services AND
 - The individual giving services informs they are not a licensed Facilitator

OTHER

SECTION 32

10-16-158. Prohibiting Discrimination for Coverage (P. 65)

- Carriers shall not, solely on the basis of consumption, decline or limit health benefit plan coverage of a person or penalize covered persons or reduce or limit coverage; shall not deny, decline, or limit coverage for an organ transplant or related service; shall not decline or limit coverage for the purpose of avoiding the requirements of this section; shall not penalize, reduce, or limit coverage for healthcare services related to organ transplantation.
- However, does not require a plan to provide coverage for the donation of an anatomical gift, transplant, or related treatment or services

SECTION 33 - 35	17-2-102. Division of Adult Parole (P. 66) 17-2-201. State Board Parole (P. 67) 18-1.3-204. Conditions of Probation (P. 67)
➤ Exempts subsection (8.5)(d) from a parolee who possesses or uses NM as authorized ➤ Possession or use authorized under this law cannot be considered a violation of parole conditions	
SECTION 36	19-2.5-103. Juvenile Court Jurisdiction (P. 67)
Juvenile court exclusive original jurisdiction concerning a juvenile 10 yrs + involving natural medicine	
SECTION 37	19-3-103. Child Neglect (P. 68)
Actions lawful in Titles 12, 18, 44 do not constitute neglect and a court shall not restrict or prohibit family time or make similar determinations, UNLESS a court determines family time would endanger the child's physical health or significantly impair the child's emotional development.	
SECTION 38	24-72-706. Sealing of Criminal Conviction Records
(1)(f.5) Can file a motion for the sealing of conviction records for an offense that is no longer unlawful. If a motion is filed, the defendant shall provide notice to the DA, who (within 42 days from receipt of the motion) may object after considering specific factors. ➤ If no DA objection, the court may grant with or without a hearing ➤ If DA objection, shall set the matter for hearing ➤ Burden is on the defendant - preponderance of evidence standard ➤ The defendant's motion is NOT required to include a verified copy of a criminal history ➤ Must not be charged fees/costs for filing a motion pursuant to this section	
SECTION 39	24-76.5-104. Public Assistance Considerations (P. 70)
Eligibility does not require consideration related to natural medicine unless required by federal law	
SECTION 40	25-56-104.5. Discrimination for Organ Transplants (P. 70)
➤ Limitations and requirements for covered entities that provide coverage related to the organ transplant process. Requirements for covered entities include: (a) making reasonable modifications to policies, practices, and procedures; (b) take reasonable and necessary steps to ensure consumption is not the reason for denial of services, unless the entity demonstrates such steps would fundamentally alter the nature of services or result in undue burden for the entity. ➤ Does not require the entity to make a referral or perform a medically inappropriate transplant.	
SECTION 41	35-36-102. Rules - Definitions (P. 72)
Amends the definition of "Farm Products" to exclude NM as defined under Title 12 (<i>similar to MJ</i>)	
SECTIONS 42-43	39-22-104 & 304. Income Tax & Net Income of Corporation (P. 72)
For tax years commencing on or after Jan. 1, 2024, a Title 44 licensee can subtract expenditures eligible to be claimed as a federal income tax deduction, but is disallowed by 280E of the IRS Code	
SECTIONS 44	Appropriation (P. 73)

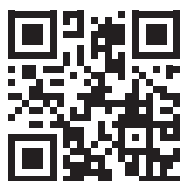
Appropriates funding to agencies for purposes of implementation

SECTION 45

Effective Date and Safety Clause (P. 74)

Effective July 1, 2023, applies to offenses committed on or after July 1, 2023

END



Who To Contact

For information about licenses for healing centers, cultivations, manufacturers, or testing labs, contact the Department of Revenue at: DOR_NaturalMedicine@state.co.us

For information about facilitator training, licensing, or the Natural Medicine Advisory Board, contact the Department of Regulatory Agencies at: dora_natural_medicine@state.co.us



COLORADO
Department of Revenue
Natural Medicine Division



COLORADO
Department of Revenue
Natural Medicine Division

KNOW THE LAW

The following resource is intended to increase general awareness and does not include legal or medical advice. Please contact a qualified professional for additional information.



The Basics - Personal Use

- Natural Medicine includes: Psilocybin, psilocyn, ibogaine, mescaline, and dimethyltryptamine (DMT)
 - Mescaline cannot be sourced from peyote
- Personal possession, cultivation, and use provisions are already effective
 - **Possession:** no limits on personal possession limits
 - **Cultivation:** a person over 21 years of age can cultivate natural medicine in an **enclosed and locked space** no bigger than 12 feet by 12 feet on private property
 - **Use:** An adult (21+) can share with another adult (21+) in the context of “counseling, spiritual guidance, community-based use, supported use, or related services”
 - **Sale:** No one can sell natural medicine
 - » This does not preclude payment for bona fide harm reduction or support services

Reminders

- Open display and consumption are prohibited
- There are still some offenses for violations of the law
 - Illegal for anyone under 21 to knowingly possess or consume
 - Illegal to cultivate in a space bigger than 12 x 12 or that is not an enclosed & locked space on private property
 - Manufacturing with inherently hazardous substances
- **Advertising:** Personal use does not mean natural medicine activities for business or commercial purposes.



Plan Ahead

- Effects of natural medicine can have delayed onset
- If you're planning on consuming natural medicine:
 - **Do your research:** learn more about natural medicines and potential effects before consuming
 - **Set and Setting:**
 - » Where you'll consume and be when the effects settle in
 - » Create a transportation plan. Do not drive or operate a vehicle after consuming
 - » Safe storage away from children and pets
- If you don't feel well, contact poison control or your doctor
 - If your condition worsens, go to your nearest Emergency Room or see a healthcare provider
 - For adverse health event help and advice, call poison control at 1-800-222-1222 or contact a qualified medical professional

Considered Zone Districts - Natural Medicine Businesses

Legend

-  School or Child Care Property
-  School/Child Care 1,000 ft Buffer
-  Municipal Boundary

General Zoning Districts

-  Agriculture
-  Open Space/Recreation
-  Office
-  Industrial
-  Commercial
-  Commercial/Residential
-  Residential

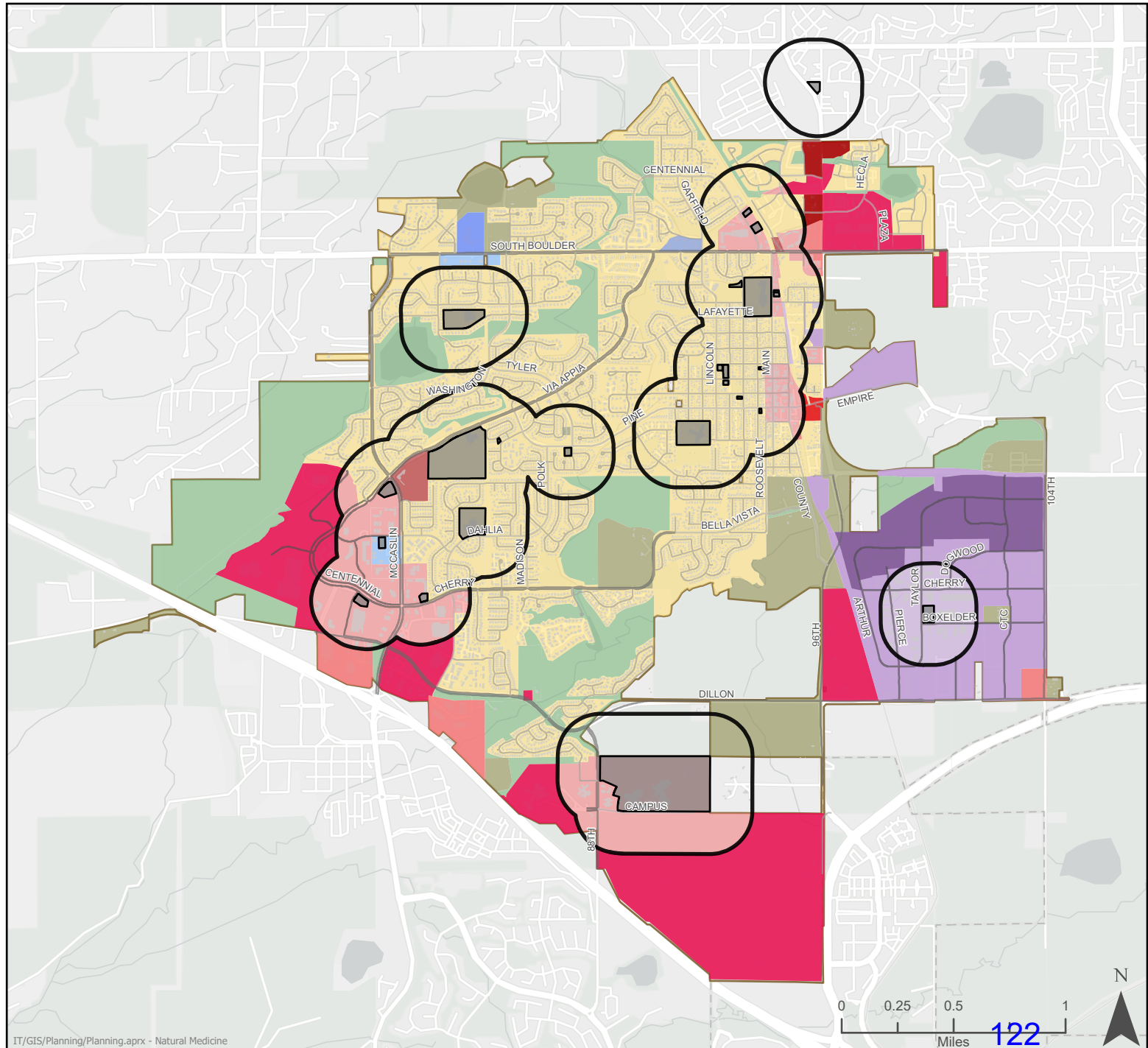
Considered Zones

Natural Medicine Healing Center

-  Administrative Office
-  Business Office
-  Commercial Business
-  Commercial Community
-  Planned Community Commercial
-  Planned Community Commercial/Residential

Natural Medicine Cultivation, Production, and Testing Facilities

-  Industrial
-  Planned Community Industrial



Considered Zone Districts - Natural Medicine Businesses

Legend

- School or Child Care Property
- School/Child Care 1,000 ft Buffer
- Municipal Boundary

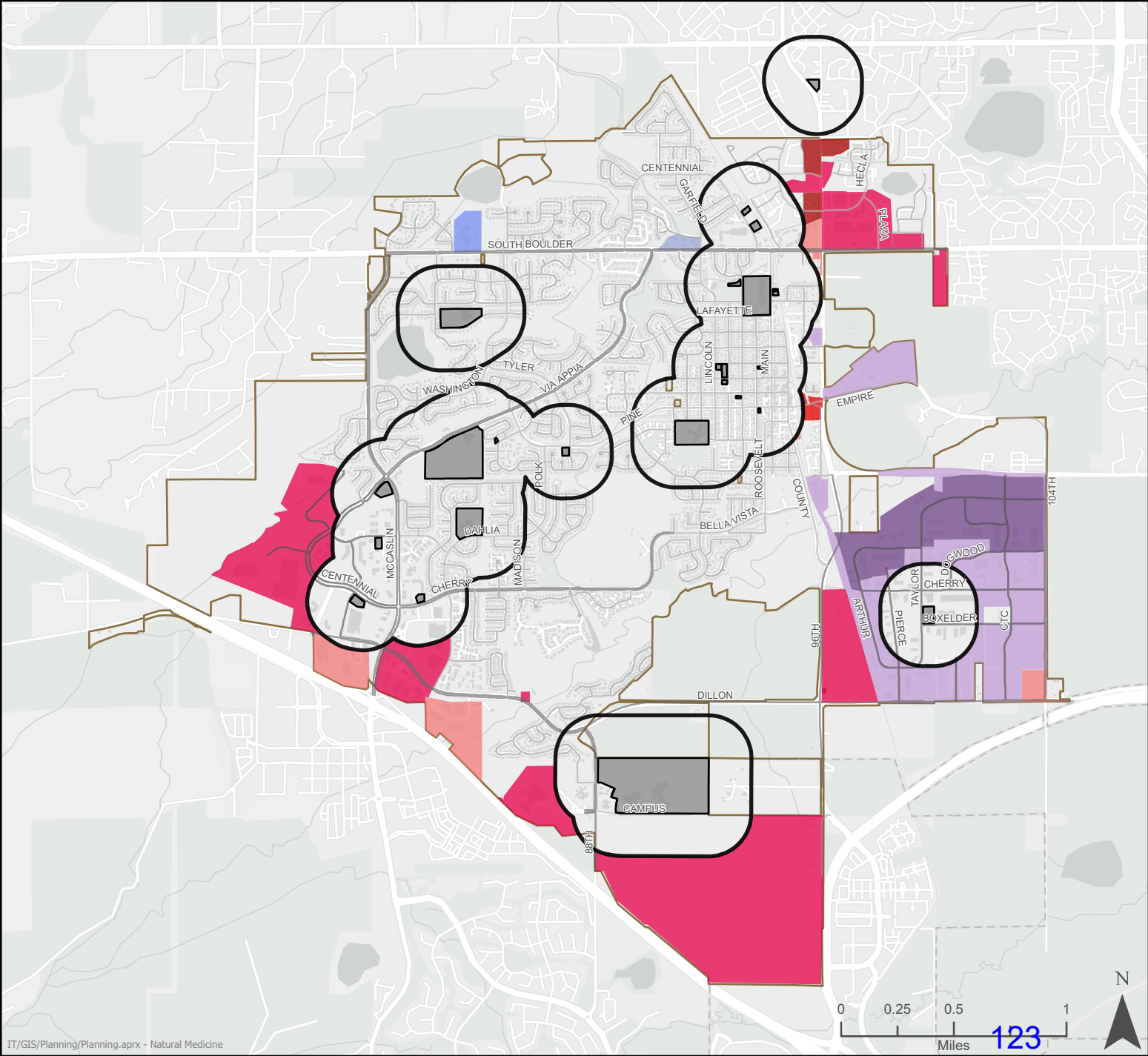
Considered Zones

Natural Medicine Healing Center

- Administrative Office
- Business Office
- Commercial Business
- Commercial Community
- Planned Community Commercial
- Planned Community Commercial/Residential

Natural Medicine Cultivation, Production, and Testing Facilities

- Industrial
- Planned Community Industrial



City Council
September 3, 2024

**Compliance with SB 23-290 Regarding
Natural Medicine Regulation and
Legalization**
Discussion/Direction



Discussion Goals

- Goals
 - Share requirements of SB 23-290
- Discussion and Direction:
 - Jurisdictional obligations
 - Agreement on proposed zoning districts for Natural Medicine Business uses
 - Natural Healing Centers in Downtown Louisville
 - Additional regulations for Natural Medicine Businesses



Summary: Natural Medicine

- Colorado voters passed Proposition 122 in November of 2022
- Decriminalized the possession, cultivation, sharing, and use of psilocybin and other related substances, referred to as “Natural Medicine”
- This State law Permits the supervised use of Natural Medicine and the cultivation, manufacturing, and testing of Natural Medicine at “Natural Medicine Businesses”
- Local jurisdictions may not prohibit Natural Medicine Businesses, though they may regulate the time, place, and manner.
- State will accept Natural Medicine Business applications in 2025

Natural Medicine Healing Centers

- Natural Medicine for mental health treatment or other medicinal purposes is restricted to “Natural Medicine Healing Centers”
- Allow for the supervised use of Natural Medicine administered by a trained and licensed facilitator
- Facilitator is licensed by the state after completing 150 hours of related coursework; best practices, ethics, rules and regulations, drug effects, contraindications and interactions, and trauma informed care
- Staff anticipate Natural Medicine Healing Centers to operate similar medical or therapy offices

Natural Medicine Cultivation, Manufacturing, and Testing Facilities

- Natural Medicine Business permitting the cultivation, manufacture, and testing of Natural Medicine products.
- Staff anticipate these facilities to operate similar to light industrial or manufacturing facility uses
- Excluding testing facilities, the joint location of Natural Medicine Businesses – including Healing Centers – within one establishment or location is allowed and subject to local zoning restrictions

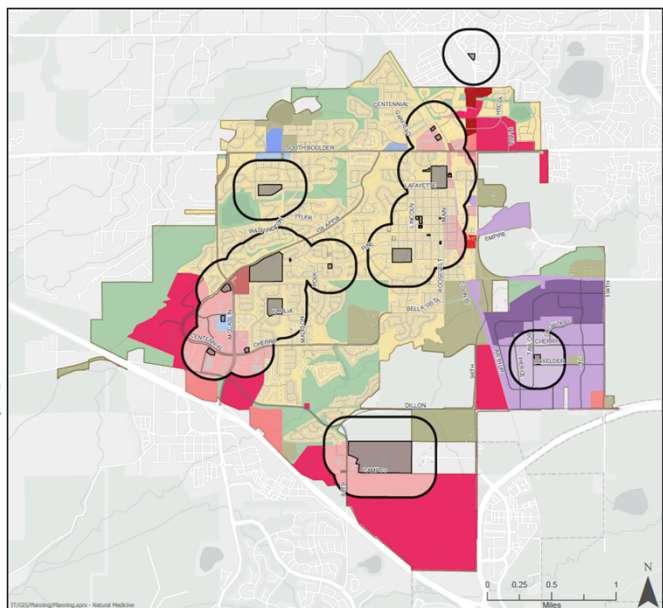
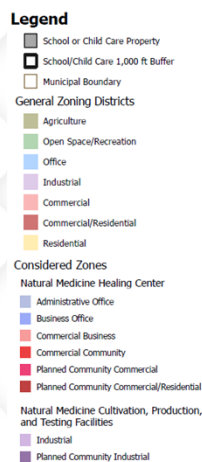


Buffer Requirements

- Natural Medicine Businesses must be located at least 1,000 feet from licensed childcare centers and schools.
- Downtown Louisville currently within the buffer area, but buffer is subject to change.



Considered Zone Districts - Natural Medicine Businesses



Natural Medicine Business Analysis

Natural Medicine Healing Center

- Staff anticipate Natural Medicine Healing Centers to operate similar to medical and therapy offices.
- Most appropriate to align with “professional or medical office”, permitted in the following zone districts.
 - Administrative Office (A-O)
 - Business Office (B-O)
 - Commercial Community (C-C)
 - Commercial Business (C-B)
 - Residential Mixed-Use (MU-R)
 - Planned Community Commercial (P-C)
 - Permitted with Special Review Use:
 - Commercial Neighborhood (C-N)
 - Industrial (I)



Natural Medicine Business Analysis Cont.

Natural Medicine Cultivation, Manufacturing, and Testing Facility

- Staff anticipate Natural Medicine Cultivation, Manufacturing, and Testing Facilities to operate similar to manufacturing and light industrial uses.
- Most appropriate to align with a “manufacturing facility” use, permitted in the following zone districts.
 - Industrial (I)
 - Planned Community Industrial (P-I)



Recommendation

- Define Natural Medicine Healing Centers and Natural Medicine Cultivation, Manufacturing, and Testing Facilities as two new land uses in LMC Title 17 (Zoning) to align with the new State law.
- Allow Natural Medicine Healing Centers the same as a “professional and medical office” in LMC Sec. 17.12.030 – Use Groups.
- Allow Natural Medicine Cultivation, Manufacturing, and Testing Facilities the same as a “manufacturing facility” in LMC Sec. 17.12.030
- Provide supplemental regulations for buffer requirements
- Require minimum parking to match similar use types
- Adopt additional provisions for offenses related to Natural Medicine



Discussion

1. Does City Council agree with proposed zoning districts to allow both Natural Healing Centers and Natural Medicine Cultivation, Manufacturing, and Testing Facilities?.
2. Does City Council agree with the approach to addressing Natural Healing Centers in Downtown Louisville?
3. Does City Council wish to evaluate additional regulations for Natural Medicine Businesses beyond what the State bill sets forth to address impacts (e.g., additional buffering, hours of operation, etc.)?



SUBJECT: AFFIRMATION OF COMPREHENSIVE PLAN VISION
STATEMENT AND CORE VALUES

DATE: SEPTEMBER 3, 2024

PRESENTED BY: JEFF HIRT, AICP, PLANNING MANAGER
ROB ZUCCARO, AICP, COMMUNITY DEVELOPMENT DIRECTOR

PURPOSE

The purpose of this agenda item is for City Council to affirm the Comprehensive Plan's Vision Statement and Core Values, learn the outcomes of the Plan's most recent round of community engagement, and receive an overall project update.



BACKGROUND

Attachment 1 and below are the Comprehensive Plan's draft Vision Statement and Core Values. These were shaped by recent community input and will act as the foundation for the Plan. Attachment 1 provides more detail on how the Plan hinges off the Vision Statement and Core Values. Attachment 1 also provides examples of the topics and theme areas that would be addressed within each of the Vision Statement and Core Values. The Plan's draft vision statement is:

Louisville is committed to being an equitable, resilient, and sustainable community where everyone has the opportunity to thrive – now and for future generations. We welcome a vibrant future where Louisville will evolve and adapt to change in ways that respects our past and supports our high quality of life.

The Plan's draft Core Values are:

- Community Character: We value a balanced approach to change that maintains and enhances our community character.
- Community Connectivity: We value knowing our neighbors through a community network that is inclusive and inter-connected.
- Environmental Sustainability: We value climate action, environmental resilience, and adaptation to promote environmental sustainability for the enduring vitality of our community.
- Economic Vibrancy: We value vibrant commercial areas that support the community.
- Community Places: We value community places to bring people together and support healthy living including parks, open spaces, and other public places.
- Civic Leadership: We value transparent, collaborative, and fiscally sustainable local government.

Community Engagement Round “1.5”

Attachment 2 is a summary of the most recent Comprehensive Plan community engagement that focused on refining the Vision Statement and Core Values. The project team hosted several well attended summer “intercept” events and online surveys to ask for community input on the draft Vision Statements and Core Values. Specifically, participants were asked what several subjective terms (e.g., “inclusive”, “sustainable”, etc.) meant to them. Attachment 2 includes a Key Understandings section with a summary of the input as well as all the individual comments received.

Planning Commission Input on Vision Statement and Core Values

The project team presented the Plan’s draft Vision Statement and Core Values to Planning Commission on August 8. Planning Commission affirmed the Vision Statement and Core Values with the following recommended changes:

- Vision Statement last sentence: *We welcome a vibrant future where Louisville will evolve and adapt to change in a ways that respects our past and supports our high quality of life.*
- Community Character Core Value: *We value a balanced approach to ~~development~~ **change** that maintains ~~or~~ **and** enhances our community character.*
- Community Connectivity Core Value: ~~We value an inclusive and connected community where all can live and flourish.~~ **We value knowing our neighbors through a community network that is inclusive and inter-connected.**

It is also noteworthy that some Planning Commissioners expressed a desire for more assertive language either in these statements or subsequent goals and strategies. The August 8 Planning Commission video is at [this link](#) with the Comprehensive Plan discussion starting at about (start at about 3:07 into the meeting).

SCHEDULE AND NEXT STEPS

Over the next two months, the project team will focus on developing future land use scenarios and other key policy choices for community engagement starting in late October. The community engagement will address future locations for potential land use changes, levels of development density, transportation improvements, and other topics. The project team will then come back to City Council in early 2025 to report the results of the recent community engagement and a proposed framework for the Plan, including draft goals and strategies along with future land use and transportation policy options.

A Comprehensive Plan community open house and other events are being scheduled for Thursday, November 7 at the Louisville Recreation Center gym.

The schedule below provides an overview of the next four months of the project. Specific future anticipated City Council decision points are summarized below. The dates and topics are subject to change as the project evolves.

SUBJECT: AFFIRMATION OF COMPREHENSIVE PLAN VISION AND VALUES**DATE: SEPTEMBER 3, 2024****PAGE 3 OF 3**Anticipated Future City Council Decision Points

- September 3 – City Council affirmation of Plan Vision Statement and Core Values
- Early 2025 – City Council Discussion/Direction on Plan framework, including preferred future land use and development policy and other goals and strategies following community engagement
- Spring 2025 – City Council review of Plan draft
- Summer 2025 – City Council target adoption of Plan

Near Term Comprehensive Plan Update Schedule (subject to change)

Milestone	June/July	Aug	Sept	Oct	Nov	Dec	Jan/Feb
Community Engagement Round “1.5” Vision and values refinement.	Complete ✓						
Planning Commission Review and recommend City Council confirmation of vision and values based on community input.		8/8 ✓					
City Council Affirmation of vision and values to act as foundation for Plan development.			9/3				
Community Engagement Round #2 Future growth scenarios, key choices, and tradeoffs.			Plan for engagement, develop policy choices		In person and online		
Analyze Community Input, Plan Development Will include City Council and Planning Commission Discussion/Direction meetings starting early 2025, additional opportunities for community input						>> Continued into 2025, target Plan adoption Summer 2025	

REQUESTED CITY COUNCIL ACTION

Staff recommends that City Council affirm the Comprehensive Plan Vision and Core Values as presented.

ATTACHMENTS:

1. Vision Statement and Core Values Memo from Design Workshop
2. Engagement Window 1.5 Summary

For more project information, visit: <https://www.engagelouisvilleco.org/comp-plan>

DESIGNWORKSHOP

Landscape Architecture
Planning
Urban Design
Strategic Services
Environmental Graphic Design

22860 Two Rivers Road, Suite 102
Basalt, Colorado 81621
970.925.8354
designworkshop.com

MEMORANDUM

To: The City of Louisville

From: Design Workshop: Jessica Garrow,
Alison Cotey
Sprit Environmental, EPS, Fehr &
Peers

Date: August 14, 2024

Project Name: Louisville Comprehensive Plan

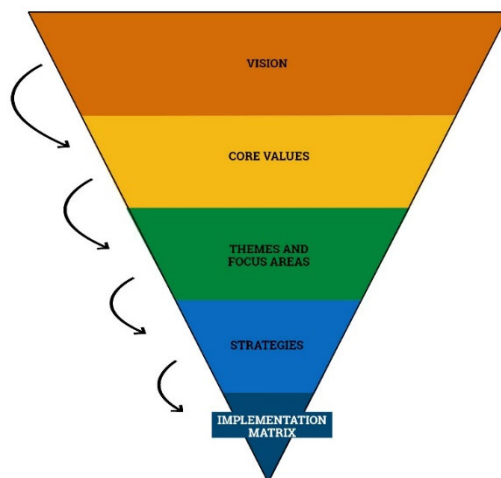
Subject: Louisville Draft Vision, Values, Plan
Themes and Focus Areas

MEMORANDUM PURPOSE

The memorandum outlines an updated vision statement, core values, and focus areas for the continued development of the Comprehensive Plan. These have been crafted to reflect the community comments from focus groups, pop-up events, community surveys and community events reflected in Community Engagement Summary 1 from March 2024. These have been revised and workshopped following discussion from the Planning Commission, Council, and feedback from the community reflected in Community Engagement Summary 1.5, from June to July. This version of the vision and core values will serve as a framework for the Comprehensive Plan, and will be expanded on to develop goal statements, strategies, and actions in the next phase of work. This document will be shared with Planning Commission (8/8) and City Council (9/3) for affirmation of these values to act as the foundation for the plan's development.

PLAN FRAMEWORK

The Comprehensive Plan should provide a long-range outlook for the entire geographic area of Louisville, including all physical elements within the community, to guide growth and change. The following plan framework outlines the anticipated structure for the Louisville Comprehensive Plan. Areas in *grey* will be provided later in the process.



1. **Vision:** A vision statement serves as an aspirational future statement, speaking to what the Louisville community hopes to achieve.
2. **Core Values:** A core value is a community ideal to guide decision-making.
3. **Themes and Focus Areas:** Each core value is aligned with a Theme and supporting Focus Areas. These are an effort or desired result to provide direction for how to achieve the community's vision.
4. **Goals and Strategies (TBD):** *Strategies are the 'how-to achieve your goals', and may include projects, programs, policies or partnerships. These will be developed later in the process.*
5. **Implementation Matrix (TBD):** *The implementation matrix outlines the steps forward including timing/priorities, leadership/personnel, and resources/budget for the plan. These will be developed later in the process.*

VISION STATEMENT

A vision statement answers the question 'What do we strive to be'? The proposed Vision Statement based on feedback to date is:

Louisville is committed to being an equitable, resilient, and sustainable community where everyone has the opportunity to thrive – now and for future generations. We welcome a vibrant future where Louisville will evolve and adapt to change in ways that respects our past and supports our high quality of life.

CORE VALUES

A core values answers the question 'Who are we and what guides us? There are six theme areas, each with a Core Value Statement. Each of the Core Values has evolved from the previous 2012 Values through extensive outreach and discussion with staff, leadership, and the community. The six core values are listed below and seen in the graphic at right to demonstrate their relationship to the Vision Statement:

- Community Character: *We value a balanced approach to change that maintains and enhances our community character.*
- Community Connectivity: *We value knowing our neighbors through a community network that is inclusive and inter-connected.*
- Environmental Sustainability: *We value climate action, environmental resilience, and adaptation to promote environmental sustainability for the enduring vitality of our community.*
- Economic Vibrancy: *We value vibrant commercial areas that support the community.*
- Community Places: *We value community places to bring people together and support healthy living including parks, open spaces, and other public places.*
- Civic Leadership: *We value transparent, collaborative, and fiscally sustainable local government.*



Each of these Core Values serves to support the overarching Vision Statement for the community. The key ideas in the Vision Statement – equitable, resilient, sustainable and vibrant – are important organizing principles to the plan and will be addressed throughout each section / chapter of the document.

THEMES AND FOCUS AREAS

The Themes and Focus Areas will further guide the structure of the Louisville Comprehensive Plan. These are not listed by priority level. Each Core Value is aligned with a Plan Theme and corresponding Focus Areas, which include a preliminary description of possible strategies to be explored in the next phases of work.

In the table below, each Core Value is identified in the left-hand side of the table. In the right-hand side of the table are the anticipated thematic focus areas that will be part of the specific Core Value. This is an initial listing and is based on the community feedback to date. As the work continues, the Focus Areas will continue to be refined.

Core Value	Select Example Themes and Focus Areas
Community Character <i>We value a balanced approach to change that maintains and enhances our community character.</i>	• Multimodal Transportation Connectivity: <i>This may include strategies to support all modes of transportation for a network that provides multiple options with a focus on increased trails and sidewalk connections, safe crossings, and bus access..</i> • Housing Diversification: <i>This may include strategies to advance the City’s recently adopted Housing Plan to diversify and increase Louisville’s housing supply at appropriate locations.</i> • Jobs and Housing Balance: <i>This may include strategies to address an overall balance between employment and housing availability to better ensure that residents can live and work in Louisville.</i> • Community Heritage/Identity: <i>This may include strategies to protect and promote cultural landmarks, historic sites, and preserve a sense of identity in neighborhoods through contextual building design.</i>

Core Value	Select Example Themes and Focus Areas
Community Connectivity <i>We value knowing our neighbors through a community network that is inclusive and inter-connected.</i>	• Public Safety: <i>This may address strategies to prevent and protect citizens from dangers or threats, with a focus on neighborhoods.</i> • Community Resilience and Adaptation: <i>This may include strategies to address social networks and programs and the capacity to adapt to economic and social change and respond to natural disasters, with a focus on multi-generational support and underrepresented communities</i> • Community Facilities: <i>This may include strategies to support public amenities, arts and culture, and recreational activities which foster social cohesion such as community centers, libraries, and arts facilities where people can gather and access services.</i>
Environmental Sustainability <i>We value climate action, environmental resilience, and adaptation to promote environmental sustainability for the enduring vitality of our community.</i>	• Hazard Mitigation: <i>This may include strategies to reduce risks from natural and human-made hazards including measures to reduce the impact of disasters, assessing potential hazards and vulnerability, and disaster preparedness.</i> • Open Space and Habitats: <i>This may include strategies to protect or enhance natural areas including forests, grasslands, wetlands/river corridors, and other undeveloped lands to ensure habitat preservation for biodiversity, environmental health, and providing residents with access to natural landscapes.</i> • Sustainability and Decarbonization: <i>This may include strategies to reduce greenhouse gas emissions including but are not limited to renewable energy, electrification of buildings and transportation systems, air quality improvement, energy efficiency measures, water use and conservation, and waste diversion and the creation of a circular economy.</i> • Equitable Resilience and Adaptation: <i>Develop and implement strategies to support all of Louisville, especially vulnerable and underserved populations, in withstanding and adapting to climate impacts. This includes deploying sustainable infrastructure, implementing nature-based solutions, inclusive community engagement, and ensuring access to resources and services that promote environmental justice and social equity.</i>

Core Value	Select Example Themes and Focus Areas
Economic Vibrancy <i>We value vibrant commercial areas that support the community.</i>	• Downtown Vibrancy: <i>This may include strategies to promote a dynamic downtown Louisville such as attraction and retention of a mix of businesses and land uses, pedestrian-friendly streets and active street life, events, public spaces, and catalysts for redevelopment.</i> • Supportive Business Environment: <i>This may include strategies to support the growth and sustainability of businesses along commercial corridors like McCaslin and South Boulder Road while balancing local business, incubators, R&D spaces through workforce retention, business development programs, and initiatives that encourage entrepreneurship and innovation.</i> • Placemaking and Public Realm: <i>This may include strategies to design and enhance communal spaces to be vibrant, accessible, and attractive areas for people to engage in community life and to support local business vibrancy by bringing people to shop, eat, and play in core commercial and mixed use areas.</i>
Community Places <i>We value community places to bring people together and support healthy living including parks, open spaces, and other public places.</i>	• Recreational Assets: <i>This may include strategies to increase or improve facilities and resources which promote physical health, leisure, and social interaction including parks, sports fields, playgrounds, trails, community centers, and aquatic facilities.</i> • Accessibility: <i>This may include strategies to increase or improve access to community shared spaces like parks and plazas and for those spaces to be usable by all people, welcoming, and encouraging community connections.</i> • Conservation, Restoration and Preservation of Open Space: <i>This may include strategies aimed at acquiring, protecting and enhancing natural environments for current and future generations.</i>

Core Value	Select Example Themes and Focus Areas
Civic Leadership <i>We value transparent, collaborative, and fiscally sustainable local government.</i>	• Core Community Services: <i>This may address the essential programs, resources, and support systems provided by the City in partnership with other organizations to meet the needs of residents addressing education, social services, and public safety to enhance the quality of life, support well-being, and promote equity and accessibility for all community members.</i> • Transparent and Inclusive: <i>This may include practices related to openness, accountability, and equity in City decision-making processes involving clear communication, access to information, honesty about actions and decisions, and ensuring a diversity of voices and perspectives are represented.</i> • Regional Collaboration: <i>This may include strategies to support cooperative efforts between neighboring communities to address common challenges and leverage their collective strengths which may involve joint planning, shared services, coordinated policies, and partnerships on issues such as transportation, economic development, environmental protection, and emergency response.</i>

**SUMMER
COMMUNITY
ENGAGEMENT
SUMMARY**

Prepared by
Community Development Staff

Issued: July 2024

Introduction

The City of Louisville conducted community engagement in the Summer of 2024 to better understand the community's core values to inform the Comprehensive Plan update. This document summarizes the community input during this engagement window. This summer engagement window included five “intercept” events to engage with community members at popular summer events and at trailheads near multi-family developments to help broaden community representation. The five event locations were:

- Street Faire
- Summer Concert Series
- Bike to Work Day
- Hecla Lake Trailhead
- Ridge Place Trailhead on the Power Line Trail

Summer engagement also included two online opportunities: a survey that mirrored the in-person prompts and a mapping activity that invited participants to identify places in Louisville they thought embodied the draft values. Full reports from the two online activities are included at the end of this report.

Online and in-person participants were able to read and provide feedback on all 12 draft values. However, staff focused on three values that needed clarification and specificity:

- Louisville is a safe, welcoming, inclusive, and supportive community where all can live and flourish.
- Louisville supports vibrant commercial areas.
- Louisville supports development that maintains and enhances our unique quality of life.

Participants selected images and phrases that they felt defined each of these three values.





Intercept event at Summer Concert Series

In-Person Event Boards

Instructions: Use stickers to indicate what "SUPPORTS VIBRANT COMMERCIAL AREAS" most means to you.



Downtown Louisville
A distinct character and identity with a variety of uses and activities that support local businesses.



Beautiful Streets
Pedestrian-friendly streets and long-term walkability with amenities such as seating and signage.



A Mix of Uses
Areas of activity have different uses and functions that promote vibrancy.



Public Events
Street fairs, farmers' markets, concerts and festivals in commercial areas.



Easily Accessible
Commercial and retail areas are easily accessible by public transit, walking, biking, as well as driving.



Public Spaces and Amenities
Public spaces like parks, plazas, gardens, and seating areas where people can gather.



Balanced Parking
Parking options to make visiting commercial areas convenient and accessible.

Other Ideas

Provide a comment on a comment card, post a sticky note below, or share your ideas online using the QR code on this board.



Instructions: Use stickers to indicate what a "SAFE, WELCOMING, INCLUSIVE, AND SUPPORTIVE COMMUNITY" most means to you.



Cultural Events
Festivals, parades, and events celebrating different cultures, traditions, and heritage from around the world.



Accessibility and Inclusivity
Public buildings, parks, and transportation systems designed to be accessible and inclusive to people of all abilities and backgrounds.



Safe Streets
Roads, street crossings, sidewalks, and bike lanes that are accessible, connected and easy to navigate for walking, biking, and driving.



Community Engagement
The city and other organizations should engage with community perspectives on important topics.



Inclusive Housing Policies
Zoning laws and housing policies that promote affordable housing options.



Community Programs
Programs and services designed to support economic growth, employment, education, and other important community issues.



Family Friendly Spaces
Community parks, libraries, and other spaces where people from different backgrounds can gather.

Other Ideas

Provide a comment on a comment card, post a sticky note below, or share your ideas online using the QR code on this board.





LOUISVILLE
COMMUNITY PLAN

VISUALIZING VALUES

ENGAGELOUISVILLE.ORG/COMP-PLAN

Instructions: Use stickers to indicate what "DEVELOPMENT THAT MAINTAINS OR ENHANCES OUR UNIQUE QUALITY OF LIFE" most means to you.



Zoning Regulations
Zoning laws to protect the character of neighborhoods by regulating land use, building height, and density.



Community Centers
Places for neighborhood interaction and engagement.



Quality Public Spaces
Well lit, well maintained parks, sidewalks, and trails to enhance safety, accessibility and neighborhood beauty.



Public Art and Community Identity
Representation of a community's culture, values, and history through artistic inspiration and projects in public spaces.



Historic Preservation
Architectural and cultural heritage that is preserved or restored.



Open Space
Preservation, restoration, and conservation of open space.



Community Character
Qualities, traditions and values that define and distinguish a community.

Other Ideas

Provide a comment on a comment card, post a sticky note below, or share your ideas online using the QR code on this board.



Analysis Methodology

The following analysis includes a summary of responses and insight into the community's vision, values, and priorities. Participants could select as many options as they wanted, resulting in hundreds of individual responses (such as a dot on a board) from approximately 200 participants. All counts of responses are based on survey results and dots placed on boards and are approximate. The analysis also includes themes from open responses received via the online survey, in-person comment cards, and emails. In-person and online responses are grouped together in the analysis below. In addition to being able to identify any topics, in-person respondents were also asked to identify their number one topic per prompt (identified as "Priority Votes" in the tables below).

Participants were presented with the following questions and topics:

What does a "safe, welcoming, inclusive, and supportive community" mean to you?

- *Cultural Events: Festivals, parades, and events celebrating different cultures, traditions, and holidays from around the world.*
- *Accessibility and Inclusivity: Public buildings, parks, and transportation systems designed to be accessible and inclusive to people of all backgrounds.*
- *Safe Streets: Roads, street crossings, sidewalks, and bike lanes that are accessible, connected, and easy to navigate for walking, biking, and driving.*
- *Community Engagement: The City and other organizations actively engage with community members with diverse perspectives on impactful topics.*
- *Inclusive Housing Policies: Zoning laws and housing policies that promote affordable housing options.*
- *Community Programs: Programs and services tailored to support minority groups, immigrants, refugees, and other underrepresented communities.*
- *Family Friendly Spaces: Community centers, libraries, and other spaces where people from different backgrounds can gather.*

What does "supports vibrant commercial areas" mean to you?

- *Downtown Louisville: A distinct character and identity with a unified design and scale with marketing and promotions to support local businesses.*
- *Beautiful Streets: Roadways have trees, landscape, sidewalks, and bike lanes, amenities such as seating, and signage.*
- *A Mix of Uses: Areas of activity have residential, retail or commercial, and gathering spaces to promote vibrancy.*
- *Public Events: Street fairs, farmers' markets, concerts and festivals in commercial areas.*
- *Easily Accessible: Commercial and retail areas are easily accessible by public transit, walking, biking, as well as driving.*
- *Public Spaces and Amenities: Public spaces like parks, plazas, parklets, and seating areas where people can gather.*
- *Balanced Parking: Parking options to make visiting commercial areas convenient and accessible.*

What does "development that maintains or enhances our unique quality of life" mean to you?

- *Zoning regulations: Zoning laws to protect the character of neighborhoods by regulating land use, building heights, and density.*
- *Community Centers: Places for neighborhood interaction and engagement.*
- *Quality Public Spaces: Well lit, well maintained streets, sidewalks, and trails to enhance safety, accessibility, and neighborhood beauty.*
- *Public Art and Community Identity: Representation of a community's culture, values, and history through artistic installations and projects in public spaces.*
- *Historic Preservation: Architectural and cultural heritage is protected or restored.*
- *Open Space: Preservation, restoration, and conservation of open space.*
- *Community Character: Qualities, traditions, and values that define and distinguish a community.*



Responses from Summer Concert Series and Power Line Trail.



Dogs at Bike to Work Day and Power Line Trail.

Key Understandings

Across the online and in-person responses for all prompts, the following topics received the most overall support related to core values: Public Events, Open Space, Family Friendly Spaces, Safe Streets, Public Spaces and Amenities, Community Centers, and Downtown Louisville. The high number of votes for these topics, as well as the unifying theme of public amenities that cross-cuts nearly all of them, suggest that public spaces for recreation, events, and gathering are central to community values and future development overall.

Most of the topics and values presented received high support. The topics that received the fewest votes across the prompts were Balanced Parking, Zoning Regulations, Historic Preservation, and Public Art and Community Identity.

What does a “safe, welcoming, inclusive, and supportive community” mean to you?

Respondents showed high support for all of the topics provided, suggesting a broad definition for this value. Safe Streets, Cultural Events, and Inclusive Housing Policies rose to the top as most relevant to this value.

Answer Options	Total Votes Received	Priority Votes (In-Person Only)
Family Friendly Spaces	98	20
Safe Streets	98	20
Cultural Events	87	14
Accessibility and Inclusivity	82	8
Inclusive Housing Policies	75	21
Community Programs	63	6
Community Engagement	62	6

What does “supports vibrant commercial areas” mean to you?

Public Events, Public Spaces and Amenities, and Downtown Louisville were key elements of this value. Most topics had relatively high support, except balanced parking.

Answer Options	Total Votes Received	Priority Votes (In-Person Only)
Public Events	103	31
Public Spaces and Amenities	92	13
Downtown Louisville	91	29
Beautiful Streets	82	10
A Mix of Uses	55	7
Easily Accessible	52	12
Balanced Parking	42	3

What does “development that maintains or enhances our unique quality of life” mean to you?

Open Space was the clear definer for this value. Other topics received relatively high support, as well, except for Zoning Regulations, Historic Preservation, and Public Art and Community Identity.

Answer Options	Total Votes Received	Priority Votes (In-Person Only)
Open Space	97	37
Quality Public Spaces	79	20
Community Character	66	13
Public Art and Community Identity	52	6
Community Centers	51	7
Historic Preservation	50	5
Zoning Regulations	47	9

The open responses provided insight into topics that respondents felt were missing in the draft values, including: multi-modal transportation, development in the McCaslin area, support for businesses, climate change and the environment (including decarbonization and biodiversity), mixed-use development, and affordable housing.

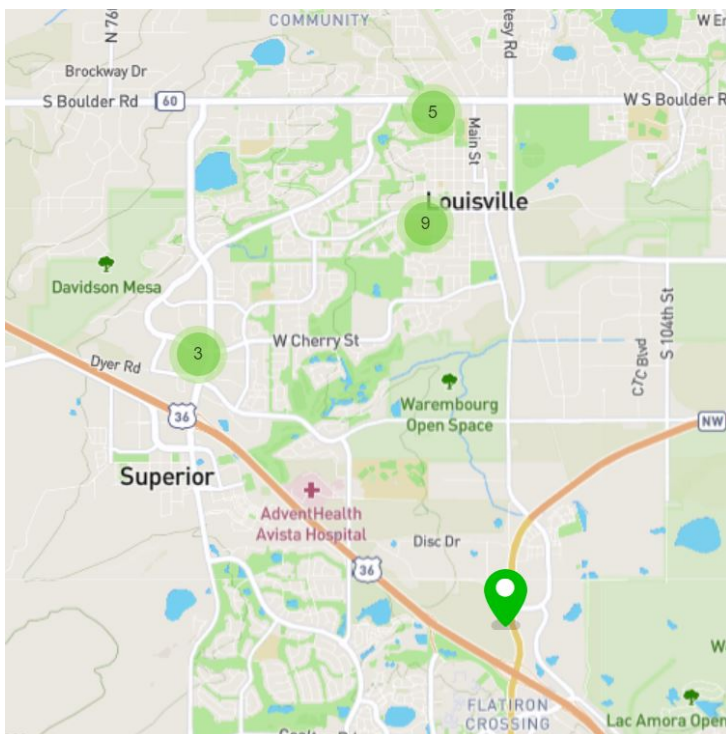
Community members also had the opportunity to identify places in the community that exemplify the core values. There were 17 responses to the online values map activity. Participants identified specific parks, trails, commercial areas, and other public spaces with values assigned to them.

Values Map

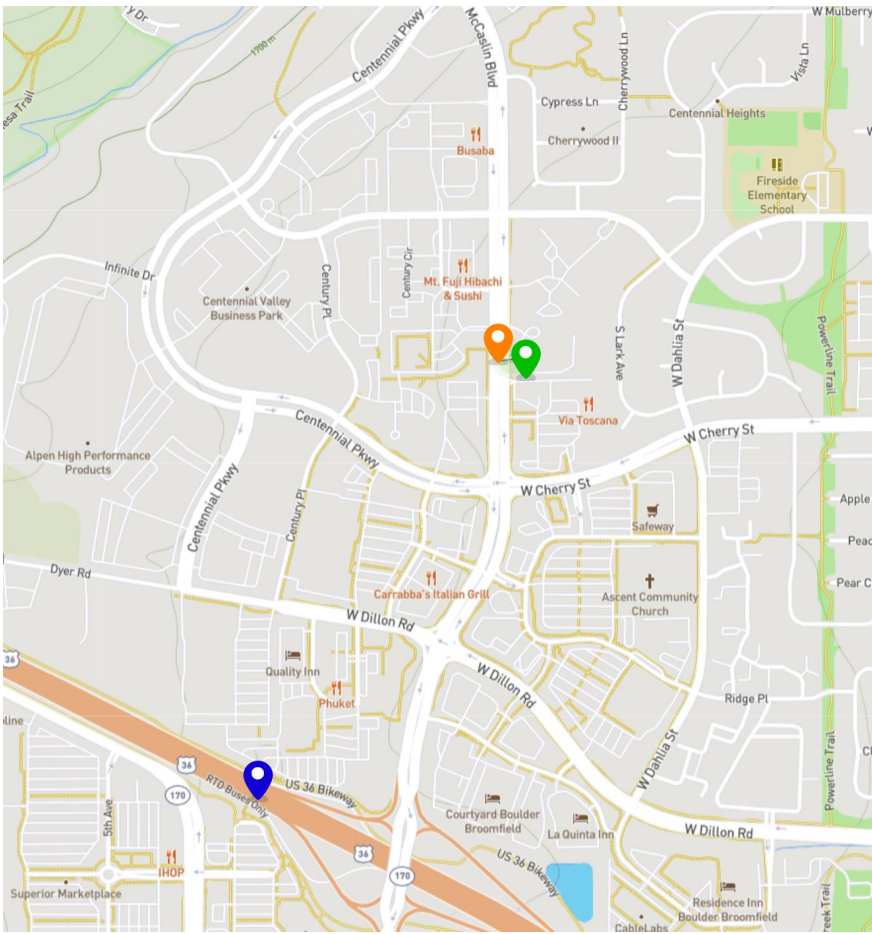
We need your help understanding what certain value statements mean to you. Please read three of the twelve values below.

1. Louisville is a safe, welcoming, inclusive, and supportive community where all can live and flourish. (BLUE)
2. Louisville supports vibrant commercial areas. (ORANGE)
3. Louisville supports development that maintains or enhances our unique quality of life. (GREEN)

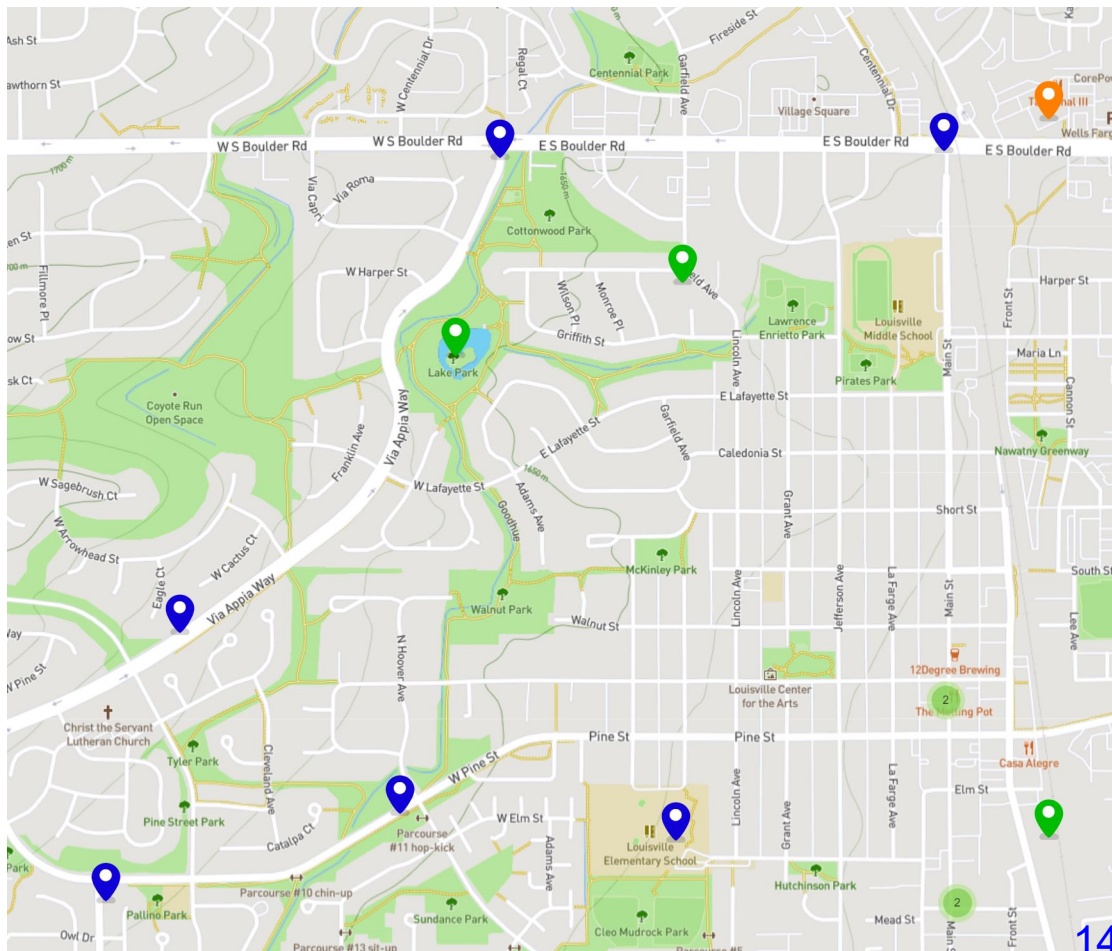
How would you define what these values mean to you? Are there specific places you see these values in Louisville? Click the “Add Pin” button to choose places that you think represent each value, or drop a pin and upload a photo from your phone or computer. Don’t forget to include a sentence about why you chose this place to represent the value.



Description of online mapping activity (left) and map view showing all locations selected (right).



Detailed views of online mapping activity.



Community Values Survey

SURVEY RESPONSE REPORT

01 March 2017 - 23 July 2024

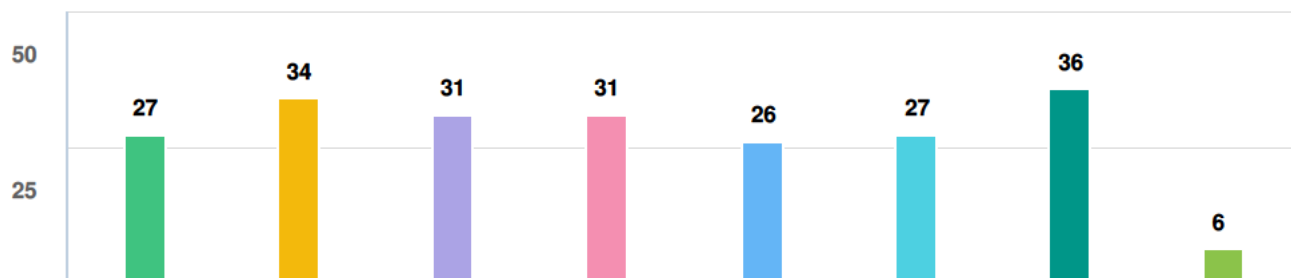
PROJECT NAME:

Louisville Comprehensive Plan Update



SURVEY QUESTIONS

Q1 What does a "safe, welcoming, inclusive, and supportive community" mean to you?



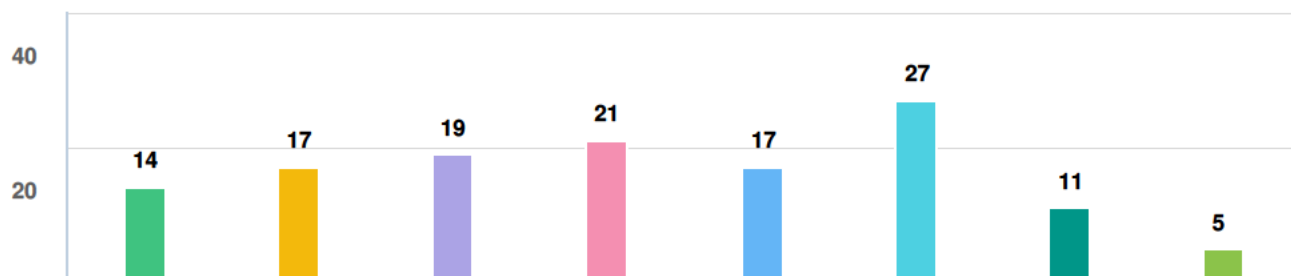
Question options

- Cultural Events - celebrating different cultures
- Accessibility and Inclusivity - all people and backgrounds have access to public facilities
- Safe Streets - streets and sidewalks are safe to navigate for walking, biking, and driving
- Community Engagement - the City actively engages with community members with diverse perspectives on impactful issues
- Inclusive Housing Policies - zoning policies to promote affordable housing

▲ 1/2 ▼

Mandatory Question (49 response(s))
Question type: Checkbox Question

Q2 What does "supports vibrant commercial areas" mean to you?



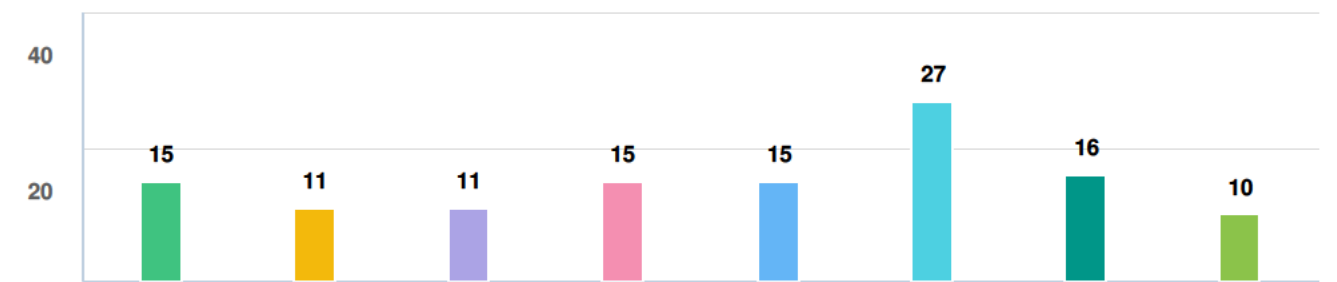
Question options

- Downtown Louisville - a distinct character and identity with a unified design, scale, and marketing
- Beautiful Streets - with trees, landscaping, and other amenities
- A Mix of Uses - commercial areas have other land uses mixed in like residential to promote vibrancy
- Public Events - festivals, concerts, markets, etc. in commercial areas
- Easily Accessible - commercial areas are easily accesible by transit, walking, biking, and driving

▲ 1/2 ▼

Mandatory Question (49 response(s))
Question type: Checkbox Question

Q3 What does "development that maintains or enhances our unique quality of life" mean to you?



Question options

- Zoning Regulations - laws to protect neighborhood character related to land use, buildings, and density
 - Community Centers - places for neighbors to connect
 - Public Arts and Community Identity - representation of Louisville's community culture through public art
 - Historic Preservation - protection and enhancement of Louisville's architectural and cultural heritage
 - Quality Public Spaces - safe and well maintained public spaces that enhance neighborhoods
- ▲ 1/2 ▼

Mandatory Question (49 response(s))
Question type: Checkbox Question

Q4 | Do you have any feedback on the other draft values? Please provide any other input below.

[REDACTED]
7/01/2024 10:15 AM

look to balance all modes, including transit and aim for a 'walkable and bikeable' community. Instead of large parking lots (fields of asphalt or concrete) look to create an environment that allows for more of community engagement opportunities, public places, mid-density, walkable, connected to paths to allow citizens to get around and to places they need to get to without a car.

[REDACTED]
7/02/2024 05:45 PM

This document does not mention climate related/environmental concerns in any way. Emphasis must be placed on things that ranked high in the Comp Plan survey and this survey - decarbonization, strategies addressing the significant reduction in water anticipated, open space that mitigates heat sinks, SAFE transit paths for peds and bikers (get folks out of cars). Put the human first in all approaches and we will develop a great community!

[REDACTED]
7/03/2024 03:18 PM

Thank you so much for including public input on this important guiding document for our community. 10 years ago, we were not fully acknowledging the impacts of climate change and our path to embracing climate resilience and climate solutions as a town. Now, with the abundance of indisputable research available, we can plan for, budget for, and educate our community on the climate solutions available to Louisville's current and future generations. There are so many solutions that continue to become available as we acknowledge the importance of moving away from fossil fuels, protecting our natural resources and biodiversity, and creating a climate resilient community that is ready for the increasing heat and all the complications that it will bring for our air and water. Thank you so much for helping Louisville to be proactive and prepared as we strive to thrive today and for decades to come. Here are a few edits to consider which prioritize this important work: * Louisville is a safe, welcoming, inclusive, and supportive community where all people and biodiversity can live and flourish. * Louisville values parks, open spaces, and natural areas as essential to a thriving community. * Louisville prioritizes environmental sustainability and climate resilience. * Louisville supports vibrant commercial areas with decarbonized buildings, shade, and inviting spaces for all. * Louisville supports development that maintains or enhances our goals for decarbonization, affordable housing, and preserving biodiversity. Input on the Draft Vision Statement: DRAFT VISION STATEMENT "Louisville is committed to being a healthy, equitable, resilient, and sustainable community where all people and biodiversity have the

opportunity to thrive – now and for future generations. We welcome a resilient future that respects our past, welcomes all people, and supports our need to adapt in a changing world." Thank you again for guiding our community in this important work.

[REDACTED]

7/03/2024 05:24 PM

Yes. "Embrace the Future".

[REDACTED]

7/04/2024 05:26 AM

I was very disappointed to see the draft values. I think it's vague and says everything and nothing at the same time. I would ditch half of these so it has more depth and meaning for Louisville. Don't say the same thing four different ways. Eliminate any repetition so it's concise and memorable.

[REDACTED]

7/05/2024 07:09 AM

The draft values are great. The importance of the order is not an important discussion since each value will have a different meaning to each of us, and the list would likely be re-ordered if order was actually an important issue to address. The manifestation of the values in meaningful action is what matters most. In order for action to occur, zoning regulation needs to change. Density and the elimination of minimum parking requirements need to be addressed to allow for affordable housing and better mixed-use developments.

[REDACTED]

7/05/2024 02:35 PM

The draft values should include biodiversity as a separate value. Another value should be added for climate resilience and decarbonization. For the value "Louisville values parks, open spaces, and natural areas as essential community infrastructure," please move this to number 2 position to be consistent with the results of the community engagement survey. Also, please strike the words "as essential community infrastructure" . Our parks, open spaces, and natural areas have their own intrinsic value. They are valuable for biodiversity, climate resilience, flood control, peace of mind, quiet, and survival of species. The word infrastructure minimizes and anthropomorphizes this too much.

[REDACTED]

7/07/2024 07:54 AM

Community Center, Public Art, Public Events, the character of downtown Louisville - are also very important. I urge the city to think about creating a second walkable, livable community center with pocket parks and similar amenities we love about downtown around McCaslin - near the park and ride. Build upon what CU is developing with attainable housing. McCaslin needs to be more than a drive by strip of businesses.

7/08/2024 06:18 PM

Louisville can never be serious about any values or take any definitive steps toward becoming a vibrant city until it gets rid of the socialist morons that run the city.

7/08/2024 06:34 PM

The draft values are great but the issue is who will reinforce it? For example, if the members of the city council are driving their unique agenda and influencing others that is not aligned with the values, who and how will residents of this town be protected?

7/09/2024 06:50 AM

We are a small town and do not have the funds or staff to do a great deal, so be realistic about what we can do. Keep expectations, including historic preservation, realistic, and don't become like Boulder where many things are done to an extreme that it's difficult and expensive to update an older home downtown or homeless are allowed to camp anywhere, leaving places filled with trash and unsafe for families of those who are paying taxes (example: homeless encampments between CU and Boulder High, making it unsafe and trash-filled).

7/09/2024 08:27 AM

Don't change the streets - it's crazy what has been done to via Appia and Dahlia

7/09/2024 03:40 PM

We need to do a better job keeping our medians and other green spaces looking good. We need to stop changing our streets like was done to Polk and Via Appia. The Via Appia situation is a nightmare!

7/11/2024 05:47 AM

Louisville is a vibrant community and can sustain growth without compromising its relative small-town feel. Moving forward with these well thought out and comprehensive plans will draw both home shoppers and new businesses.

7/12/2024 07:07 PM

No

7/12/2024 07:28 PM

Please maintain what you've done to the area, it looks as if there are a lot of positives in the area. What I don't appreciate are other cities that have caved in to real estate and are creating higher density homes, \$1M+ with little to no backyard area. That creates many issues that go unseen until the developers actually break ground. Displaced critters for one but it doesn't benefit the community in any way.

[REDACTED]
7/16/2024 11:55 AM

'Infrastructure' is a poor word choice for the third draft value. I would hope that Louisville also supports arts and culture.

[REDACTED]
7/16/2024 12:51 PM

Focus less on cosmetics and more on health. Healthy people make a healthy community. More walking and biking and healthy places to eat and gather. Not worrying about the look of 'weeds' and being perfect, but rather moving towards being a leader in creating a healthy town (no pesticides, smoke, etc). Having rules on housing prices so everyone gets the chance to live in a healthy, happy place.

[REDACTED]
7/16/2024 07:12 PM

Our community has been vibrant and a wonderful place to live but if our sole focus is to "maintain the small town feel" then our community will continue to fall behind the other surrounding communities that are growing and thriving. We need to have low income housing and affordable housing so that our community can grow. Instead of fearing that building on will bring more traffic we need to embrace that diversity that will be brought to our community and the positive impact it will have.

[REDACTED]
7/17/2024 08:03 AM

Need more Louisville specific public arts and events. All events right now make Louisville Anytown USA.

[REDACTED]
7/17/2024 08:03 AM

I think we need to talk more about housing and less about parking and "community character". The community character is going to change no matter what we do. We can either allow housing to be built and families to stay in the area, or let people who use "community character" to oppose any new housing developments and then families have to leave the area.

[REDACTED]
7/17/2024 08:28 AM

I'm struggling with the voted electors prioritizing our values right now. Yes, we want all of this, but is replanting the median on via Appia with weeds and rocks more important than supporting local businesses to stay in town. Is repainting via Appia - reducing traffic flow on a vital commuter street (even after soliciting and not listening to community feedback) really the most important priority? Oh and by not listening to the community causing at least 3 accidents and taking a life? I'm concerned by the massive amount of vacant buildings in town - especially the big boxes with huge parking lots. There's missed opportunity for amenities to our community, employment in our community and vibrancy in our community.

[REDACTED]
7/17/2024 12:53 PM

Grateful for the ability to participate. Thank you!

[REDACTED]
7/17/2024 02:07 PM

The draft values are just window dressing for the leave everything the way it is activists that stall and kill any changes to Louisville.

Optional question (24 response(s), 25 skipped)

Question type: Essay Question

Survey for Map - 4128

SURVEY RESPONSE REPORT

01 March 2017 - 29 August 2024

PROJECT NAME:

Louisville Comprehensive Plan Update



SURVEY QUESTIONS

Q1 | **Your Comment**

[REDACTED]

6/17/2024 02:23 PM

i like this place

[REDACTED]

6/24/2024 01:54 PM

Our main street sure is vibrant!

[REDACTED]

6/26/2024 11:45 AM

The new bike lanes and road diet on via appia are great. It feels like a much more welcoming bike route to get to the rec center instead of driving now. Have also driven on it and didn't experience any slow downs, still going the posted limit

[REDACTED]

7/01/2024 10:18 AM

Main Street has been preserved in its historic state and at the same time is able to manage a well balanced commercial, retail and community engagement environment

[REDACTED]

7/05/2024 07:14 AM

A redesign of the Downtown Design Handbook along with street improvements are required to attract developers and to encourage land owners to consider new development and enhancements to existing buildings to encourage a healthy mix of businesses to our Downtown area.

[REDACTED]

7/05/2024 07:17 AM

Elimination of minimum parking requirements and a broadening of allowable uses and/or a redesign of zoning for commercial area to allow for a mix of businesses and residential uses.

[REDACTED]

7/05/2024 07:24 AM

Elimination or redesign of existing GDP's in the McCaslin corridor to encourage re-development inclusive of a mixed-use commercial-residential area and the elimination of big box, single use buildings.

[REDACTED]

7/05/2024 07:28 AM

Re-prioritization of desired uses along the McCaslin corridor to encourage unique mixed-use neighborhoods on either side of McCaslin Blvd directing slower traffic to follow new suburban center "Main Streets" to access businesses and housing.

[REDACTED]

7/05/2024 07:34 AM

85% of the City's geographic area is made up of single-family homes designed around the use of an automobile with the idea that home ownership is the gold standard of housing. A reprioritization of

housing types, a redesign of zoning standards to allow higher densities, and the elimination of minimum parking standards is required to allow for a more diverse portfolio of housing types in existing single-family neighborhoods.


7/05/2024 07:43 AM

The City of Louisville struggles with easy to understand and safe connectivity between all the neighborhoods. Safe crossings for foot and bicycle traffic at major arterial roads is important to continue to prioritize and de-emphasize our reliance on automobile use to connect to businesses and recreation within our City.


7/05/2024 08:22 AM

Downtown has naturally supported businesses over its history in varying degrees of success of continued repurposing of buildings with different business types. The prioritization of parking in our downtown over a park-like nature of a strong urban street environment encourages functionality over a strong sense of place and beauty. Our Downtown Design Guidelines are better at creating a derivative architecture that enforces limitations on what can be built and gets in the way of utilizing our limited resources - each property's minimal geographic footprint. Property owners require a greater ability to best use their limited resource and support a diverse business profile. Downtown should be a destination, and vibrancy is about seeing people enjoying the beauty of our environments (natural or human-made) and the businesses supporting our interests. The stratification of businesses in a downtown area should be both vertical and horizontal and not just one dimensionally horizontal, thus encouraging density and new zoning standards for our downtown.


7/11/2024 05:51 AM

We love our Parkwood LOCO Neighborhood!


7/11/2024 10:01 AM

Our local schools are shining examples of welcoming, inclusive, supportive communities.


7/11/2024 10:03 AM

The Lake Park community is amazing!


7/28/2024 12:22 PM

entry way to Louisville is welcoming, beautiful, has mountain views and dark skies.

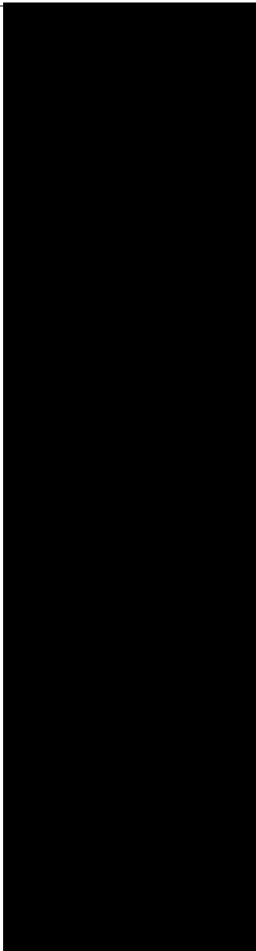

7/28/2024 12:25 PM

Pedestrian bridge -- welcoming and inclusive of bikes and pedestrians and bridges two municipalities.

7/28/2024 12:28 PM	An underpass at this location would be great to connect downtown, LES, and LMS with steel ranch
7/28/2024 12:32 PM	Seems like this area is an opportunity to create a unique destination or park. It would be great to have a pedestrian bridge under or over railway to connect to the new neighborhoods. Area around grain elevator needs improvement.

Mandatory Question (18 response(s))
Question type: Essay Question

Q2	Add Image
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Optional question (18 response(s), 0 skipped)
Question type: File Question

SUBJECT: DISCUSSION/DIRECTION – 2025-2026 BIENNIAL BUDGET

DATE: SEPTEMBER 3, 2024

**PRESENTED BY: SAMMA FOX, INTERIM CITY MANAGER
RYDER BAILEY, CPA, FINANCE DIRECTOR
MARIA OSTROM, CPA, INTERIM FINANCE DIRECTOR
MAHYAR MANSURABADI, FINANCIAL ANALYST**

BUDGET DEVELOPMENT PROCESS

The formulation of the City's Biennial Budget is one of the most important financial activities that the City of Louisville undertakes each year. The budget process provides a comprehensive plan to deliver efficient services to residents and stakeholders of the City in a manner that aligns resources with the policies, goals, mission, and vision of the City.

The Budget Study Session is a continuation of the budget process and an opportunity to engage with City Council to shape the budget and set priorities. The Budget Study Session ensures the City Manager's final recommended budget follows Council's Policy direction.

The Biennial Budget Process begin with a budget retreat on July 24th 2024, where staff presented information on all City Funds, reviewed applicable financial policies, and long term forecasts. On August 15th 2024, at the Finance Committee meeting, staff presented progress made on development of the General Fund, Parks Fund, and Capital Projects Fund budgets. Information to be presented at the Budget Study Session incorporates direction received at the Finance Committee meeting.

FISCAL IMPACT:

To be determined by City Council.

PROGRAM/SUB-PROGRAM IMPACT:

The budget impacts all program areas of the City.

RECOMMENDATION:

1. Discussion/Direction on materials
2. Set the public hearing on the budget for October 15, 2024

ATTACHMENT(S):

1. Presentation

STRATEGIC PLAN IMPACT:

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



2025/2026 Budget September 3, 2024 Discussion / Direction

Samma Fox, Interim City Manager
Ryder Bailey, CPA, Finance Director
Mahyar Mansurabadi, Financial Analyst
Maria Ostrom, Interim Finance Director



Today's Agenda

- Budget Calendar
- Recap of Budget Retreat and Finance Committee
- Council Requests for Information
- General Fund
 - Budget Gap Revisited
 - Revenue and Expense Changes
 - Summarize Changes
- Parks Fund Structural Imbalance, move Parks Projects to Capital Projects Fund
- Capital Projects Fund



Budget Calendar – Looking Forward

- Tuesday, Sept 3 – (Council Meeting) – Budget Discussion/Direction
- September/October – Budget Working Study Session(s), as necessary
- Tuesday, Oct 1 – (Council Meeting) – City Manager’s Recommended
- Tuesday, Oct 15 - (Council Meeting) - Budget Public Hearing
- Monday, Nov 4 - 2025/2026 Biennial Budget Adopted

Budget Retreat Recap

- What did we cover?
- Where did we leave off?
 - Council requests for info
 - General Fund Budget Gap
 - Parks Fund Structural Imbalance
 - Capital Projects Fund (CIP Prioritization)

Key Considerations

- We are not alone! Other cities are going through similar.
- Louisville has a high quality of life, and high levels of service
- The City has taken on truly impressive and aspirational work
- We need to balance that with resources
- There is a way through this
- We are seeking Council guidance on proposed recommendation
- We will have a balanced budget for adoption this fall

Closing the Gap - Staff Actions

- Continue to refine forecasts, including revenue, and costs
- Potential to re-allocate resources to higher priorities, this will likely include programmatic and service level reductions
- May re-assess currently vacant positions
- May re-assess policies
- Will seek efficiencies
- This may be impacted by future development and policies

Preliminary 2025 Priorities

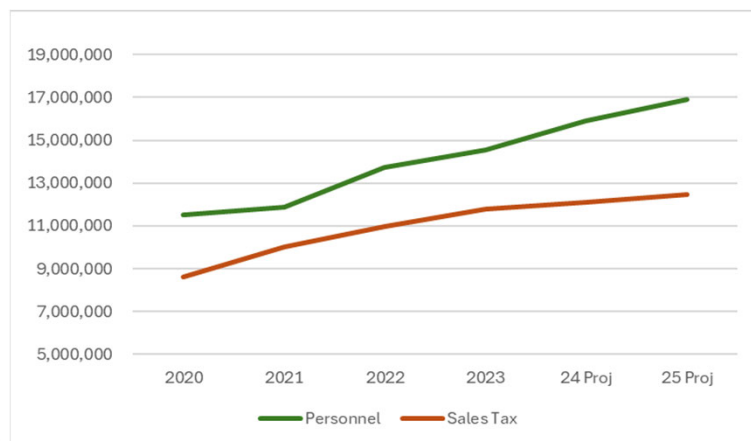
Based on early 2025 Council Work Planning and the Resident Survey:

- Economic Prosperity
- Public Safety
- Maintaining Core Services
- Affordable Housing
- All through the lenses of equity, diversity, and inclusion (EDI) and environmental sustainability

Council Request - General Fund Personnel & Sales Tax Growth

Year	Personnel	Sales Tax
2021	3.4%	16.3%
2022	15.7%	9.1%
2023	5.9%	7.4%
2024*	9.1%	2.9%
2025*	6.3%	2.9%

*Projected net of turnback



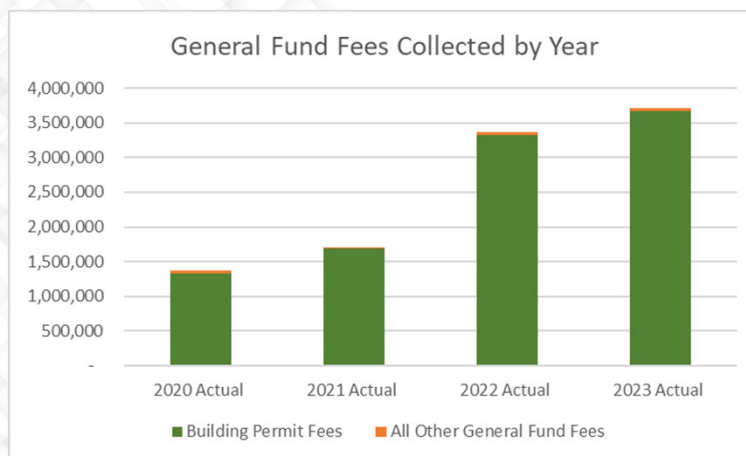
Council Request – FTE/Population

Jurisdiction	Population	Full Time EEs	FT EE % to population
Louisville	21,226	212	1.00%
Boulder	105,156	1,236	1.18%
Broomfield	77,650	750	0.97%
Erie	36,886	253	0.69%
Golden	20,500	224	1.09%
Lafayette	30,411	242	0.80%
Longmont	97,000	900	0.93%
Superior	13,146	56	0.43%
Thornton	150,000	1,139	0.76%
Westminster	115,117	1,115	0.97%
Wheatridge	20,500	270	1.32%

Superior uses third-party providers for many services, average excluding Superior is 0.97%



Council Request – General Fund Fees



- 98.4% of General Fund fees collected are related to a building permit (4-year average).
- 1.6% of General Fund fees all other (avg. \$36k/year):
 - Art Center Rentals
 - Museum Memberships
 - Library Fines, Copies, Rentals
 - Special Event
 - Boat Permit
 - Car Charging Fee
 - Returned Check Fees
 - Arborist License



General Fund

General Fund – Gap Revisited

Description	Amount
Revenue + Transfers In	\$25.7M
Expenses	(\$30.2M)
Transfers Out	<u>(\$ 2.5M)</u>
General Fund Gap	(\$ 7.0M)

- Personnel costs increasing (salary & benefits)
- 10.5 new FTE's requested
- Increase in on-going expenses
 - Need to cover contractual increases
- One-time requests

General Fund - Revenue Changes

Description	Original Amount	Adjusted Amount	Difference
Property Tax	\$4,983,900	\$5,168,562	\$184,662
Sales Tax	\$12,121,350	\$12,405,611	\$284,261
ST Business Assistance	(\$144,050)	(\$93,411)	\$50,639
Consumer UT Bus. Asst.	(\$134,700)	(\$75,020)	\$59,680
Franchise Tax-Xcel Energy	\$827,010	\$1,050,000	\$222,990
Interest Earnings	\$263,680	\$438,735	\$175,055
Building Permits/License Fees	\$1,180,500	\$1,468,156	\$287,656
Grant Revenue	\$155,500	\$270,936	\$115,436
Court Fines	\$60,000	\$100,000	\$40,000
Total Increase-GF Revenue			\$1,420,379

General Fund Expenses - Additions

- Increase projected annual salary for new City Manager based on compensation survey +15k*
- Increase HR budget to help cover recruiting cost for new HR Director +5k*
- Improve website functionality for resident engagement +20k*
- Increase Microsoft, firewall, and other software licenses +118k

**Added item after 8/15 Finance Committee Meeting*

General Fund Expenses – Personnel Changes

- Remove proposed new FTE's (10.5 net, partial allocation in other funds)
 - Grants & Special Projects Manager (CMO)
 - Administrative Clerk (CCO)
 - Application Support Spec., Business Analyst (IT)
 - Sergeant & Records Tech (PD)
 - Civil Engineer (PW)
 - Parks Project Manager, Parks Tech (PROS)
 - Librarian I, Museum Associates (CS)
- Keep market/merit adjustments flat, at 2024 level
- Remove plans examiner (MF), EDI Manager, and Finance Intern, positions currently vacant*
- Health insurance premiums flat, no increase from 2024*

**Item was previously listed on "General Fund expense changes by program (4 of 4)" in 8/15 Finance Committee Packet*

General Fund Ongoing Expense Changes – by Program (1 of 4)*

PROGRAM: Transportation	Amount
Move Vehicle Replacement to Capital Projects**	\$139,500
PROGRAM: Utilities	Amount
No Proposed General Fund Reductions	\$-
PROGRAM: Public Safety and Justice	Amount
Reduce 2025 Vehicle Replacement (from 5 to 3)	\$182,494
Move Remaining Vehicle Replacement to Capital Projects**	\$273,741
PROGRAM: Parks, Open Space & Trails, Recreation, and Golf	Amount
Adjust Water Usage to Expected Actual**	\$26,000

**Onetime items displayed in 8/15 Finance Committee packet have been moved to another slide*

***New item since 8/15 Finance Committee meeting*

General Fund Ongoing Expense Changes – by Program (2 of 4)*

PROGRAM: Cultural Services	Amount
eBooks Expansion	\$10,000
Special Events (Summer Concerts, Fourth of July, etc.)	\$23,000
Holiday Lights Expansion	\$15,000
Eliminate Underperforming Online Resources	\$10,000
 PROGRAM: Community Design	 Amount
Potential Policy Change: Credit Card Fees**	\$45,000
Remove Vehicle (was purchased in 2024)**	\$29,700

**Onetime items displayed in 8/15 Finance Committee packet have been moved to another slide*

***New or changed items since 8/15 Finance Committee meeting*



General Fund Ongoing Expense Changes – by Program (3 of 4)*

PROGRAM: Other	Amount
Recovery and Resilience Program Expansions**	\$68,100
 PROGRAM: Economic Prosperity	 Amount
No Proposed General Fund Reductions	\$-

**Onetime items displayed in 8/15 Finance Committee packet have been moved to another slide*

***New or changed items since 8/15 Finance Committee meeting*



General Fund Ongoing Expense Changes – by Program (4 of 4)*

PROGRAM: Administration & Support Services	Amount
Sustainability Service Expansions	\$183,000
Allocate shared software to Utility funds**	\$104,954
IT Items (rebid and reductions)**	\$61,773
IT duplication (Capital Project item covers expense)	\$90,000
Change Training Approach (Virtual)**	\$80,200
Bid Process - Actuals came in lower (Custodial Service)	\$12,720
Training/Travel Reductions**	\$30,000
Property/Liability Insurance increase less than projected**	\$33,570
Potential Policy Change: Publication Rules for Ordinances	\$8,000
Council Outreach Expansion	\$8,000

*Onetime items displayed in 8/15 Finance Committee packet have been moved to another slide

**New or changed items since 8/15 Finance Committee meeting



General Fund –One Time Requests Revised

Description	Cost
Land code re-write (Community Development)	\$450,000
Microsoft retooling (IT)	\$30,000
Cyber security consultants (IT)	\$30,000
Updated website (Community Facilitation)	<u>\$120,000</u>
Revised Total Included in 2025 Budget	\$630,000

Removed from 2025:

- Pilot – Innovation Program – \$75K
- Sustainability action plan – 5-year update \$200K
- Pilot – Louisville Academy \$100K
- Citywide traffic counts – budgeted in Capital Projects Fund) - \$25K
- Recovery/resilience mitigation incentives (CMO) - \$20K



General Fund – Summarize Changes

Description	Amount
General Fund gap	(\$7,058,277)
Refine revenue forecast	\$1,420,379
Net expense reductions	\$3,532,236
Operational turnback	\$1,469,485
Use FB for one-time expenses	<u>\$630,000</u>
Remaining GF gap	(\$6,177)

- Departments diligently reviewed their existing programs and are recommending reductions to help move toward a structurally balanced budget.

General Fund – Key Considerations

- If Council Supports the previous recommendations, the gap is \$6k
- Future revenue is uncertain, with potential in both directions
- Financial Policies:

5.3 Balanced Budget. The City's definition of a balance budget requires each fund's revenue plus appropriated fund balance/working capital to be equal to, or greater than, each fund's total appropriations. However, it is the City's intent to go further and develop structurally balanced budgets for the General Fund and the other major operating funds (excluding capital project funds). In a structurally balanced budget, annual recurring revenue will be projected to equal or exceed annual recurring expenditures for each fund. If a structural imbalance (recurring expenditures exceeding recurring revenue) should occur in the General Fund or in any of the major operating funds, a plan will be developed and implemented to bring the budget back into structural balance.

General Fund – Path Forward

Finance Committee Direction:

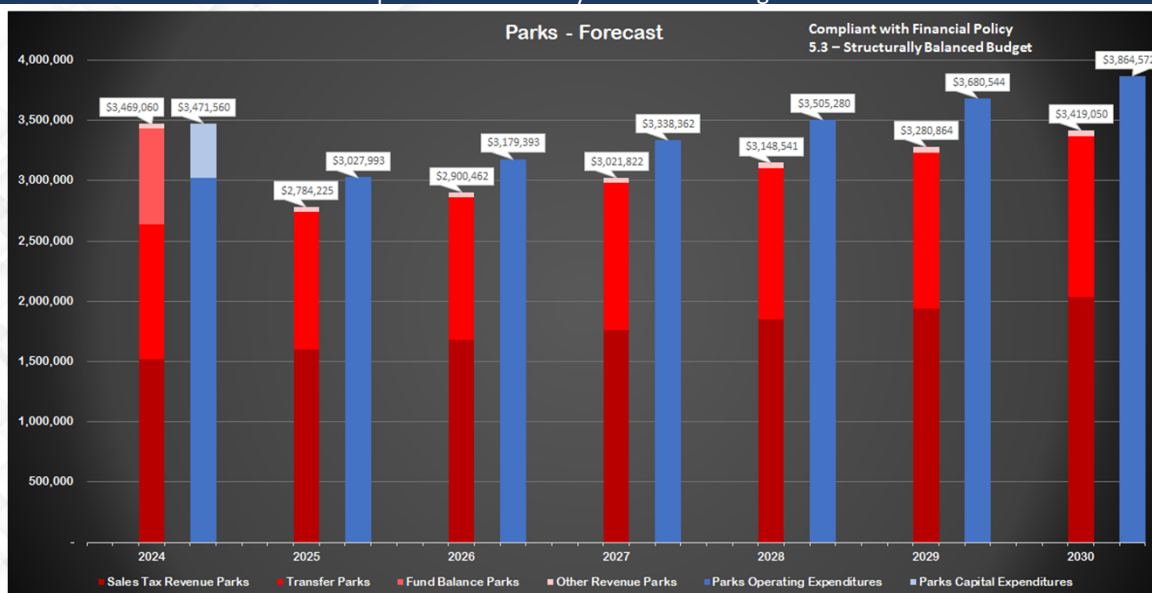
- Strive to achieve structural balance in 2025, limit major impacts to staff and the community (such as closures, program reductions, or delays) and/or reductions with greater risk
- Use fund balance for remaining one-time items
- Review overhead allocations, adjust as necessary by fund
- Move vehicle replacement to Capital Projects Fund
- Revisit fees, are we keeping up with inflation and cost to provide service

Parks Fund

Parks Fund Structural Imbalance

- Staff collaborated to present a workable option for 2025/2026 while preserving current service levels.
- Longterm outlook, ongoing expenses > ongoing revenue
 - Revisit Projection from March 2024 Finance Committee meeting (next slide)
 - Slowing sales tax growth
 - Impact of 2C defining split of original 3/8^{ths} evenly
 - Turnback required in future years, or need more from General Fund
- Parks capital moved to Capital Projects Fund

Graph from March City Council Meeting



Parks Fund – Gap Revisited

Description	Amount
Revenue + Transfers In	\$2,612,075
Operating Expenses	(\$3,125,760)
Turnback	<u>(\$187,546)</u>
Parks Fund Gap	(\$326,129)

- Moved Parks Capital to Capital Projects Fund (\$578K)
- Finance Committee Meeting on 8/15, Council provided direction to close gap without increasing general fund transfer

Parks Fund – Revised

Description	2025	2026
Projected Beg. Fund Balance	\$540,378	\$571,179
Projected Revenue	\$1,598,405	\$1,629,669
Transfer from General Fund	\$1,048,400	\$1,079,900
Operating Expenses	(\$2,782,984)	(\$2,935,054)
Capital Expenses	-	-
Expected Turnback (6%)	<u>\$166,980</u>	<u>\$176,100</u>
Projected Ending Fund Balance	\$571,179	\$521,794

- Meet 15% required reserve without additional transfer from General Fund, must continue to operate with 6% turnback to be sustainable in future years.
- 2025 Projected Reserve \$417k (Reserve Per Policy is 15% of operating expense)

Parks Fund – Closed the Gap

- Refined Revenue Forecasts **+\$35K**
 - Updated Sales & Use Tax Projections
 - Moved Impact Fee Transfer to Capital Projects Fund
- Moved Vehicle Replacement to Capital Projects Fund **-\$162K**
- Removed New FTEs and Health Premiums Flat **-\$84K**
- Aligned Water Usage with Actual **-\$47K**
- Adjusted Bridge House Contract **-\$50K**

Parks Fund – Path Forward

- Continue to seek efficiencies in operations to help ensure long-term financial sustainability (ongoing revenue covers ongoing expenses)
 - Personnel costs growing faster than revenue
 - Parks Fund requires operational turnback to stay balanced
- Move planned Parks Capital to Capital Projects Fund
 - Moving Parks Projects to the Capital Fund will allow Council to review all Capital Projects and prioritize based off community needs/desires

Capital Projects Fund

Capital Fund – Gap Revisited

Description	Amount
Revenue + Transfers In	\$13,251,740
Operating Expenses	(\$585,769)
Capital Requests	(\$29,357,526)
Transfer to Recreation Fund	<u>(\$158,200)</u>
Capital Fund Gap	(\$16,849,755)

Original Capital Requests:

- Pavement – \$12.3M
- DeCarb Related Projects- \$7.8M
- Maintenance Items - \$4.3M
- New Capital - \$5.1M

Capital Projects Fund - Actions

- Staff collaborated to create a viable 2025/2026 CIP Plan
- CMO, Department and Finance Staff evaluated timing of capital projects to ensure Maintenance of City Assets and Decarbonization were prioritized.
- Grant funding was maximized to leverage city funds,
- Marshall Fire impacted roads incorporated into the on-going pavement program.
- Parks Capital Requests incorporated into Capital Projects Fund.

Capital Projects Fund – Closed the Gap (Page 1 of 3)

- Refined Revenue Forecasts +\$7.1M
 - Updated Sales & Use Tax Projections
 - Grant Revenue
 - LRC Bond
 - Interest Earnings
 - Moved Impact Fee Transfer from Parks to Capital Projects Fund
- Removed New FTEs, Projected Health Premiums Flat -\$107K
- Adjusted Capital Improvements plan -\$9.0M (next two slides)

Capital Projects Fund – Closed the Gap (Page 2 of 3)

Req No.	Description	2025 Original	2025 Revised	Comments
215	Community Park Stage Shade	\$80,000	-	Removed
15	Median Renovations	\$700,000	-	Moved to 2026
156	Via Appia Pedestrian Improv.	\$110,000	-	Moved to 2027
163	Marshall Fire Resurfacing	\$7,238,000	-	Incorporated into paving program
98	CH Interior Finishes	\$25,000	-	Moved to 2027
103	City Services Roof Repairs	\$184,000	-	Work completed
106	Library Millwork	\$57,500	-	Moved to 2027
118	Police/Court Interior Refresh	\$172,500	-	Moved to 2027
120	Police/Court Decarbonization	\$2,346,000	\$1,446,000	Reduced-no solar
143	IT Vehicle	\$70,000	\$45,000	Reduced Cost

Capital Projects Fund – Closed the Gap (Page 3 of 3)

Req No.	Description	2025 Original	2025 Revised	Comments
136	Library Decarbonization	\$2,316,150	\$1,841,150	Reduced-no solar
137	Museum Improvements	\$28,750	-	Moved to 2027
138	Museum Building Improvements	\$113,850	-	Moved to 2027
N/A	Police Fleet Plan	-	\$274,000	Moved from General Fund
N/A	Street Maintenance Vehicle	-	\$139,500	Moved from General Fund
N/A	Parks Vehicle	-	\$70,000	Moved from Parks Fund
*	Parks Capital Projects	-	\$578,000	Moved from Parks Fund
	Total	\$13,441,750	\$4,393,650	Total Decrease \$9.0M

* Parks Capital Projects – Playground replacement (13), Convert inline rink to pickleball (16), Tech. Improvs. (23), Irrigation upgrades (24), Surfacing materials (25), Equip. replacements (28), New Equip. (29), Landscaping improv. (31), Concrete replace-Sports Complex (33), Furnishing replacements (38)

Capital Projects Fund – Updates since Finance Committee Meeting

- Affordable Housing – \$2M designated for unknown prospective projects included in 2025 budget recommendation
- Paving Program
 - Restored to \$5M and growing for ongoing paving program
 - Incorporated Marshall Fire paving into regular program
 - Paving turnback for 2024 projected \$1.5M
 - *Total of \$6.5M available in paving program for 2025 with this carryover*
- Decarbonization
 - Solar removed from Library, Police/Court, and City Services, \$2.2M reduction
- LRC Bond Funding (\$7.25M to \$10M)

Capital Projects Fund - Revised

Description	2025	2026
Projected Beg. Fund Balance	\$5,154,052	\$4,606,852
Projected Revenue	\$20,179,913	\$19,208,538
Transfer from Impact Fees Fund	\$219,500	\$514,000
Operating Expenses	(\$478,987)	(\$512,140)
Capital Expenses	(\$20,309,426)	(\$22,257,944)
Transfer to Recreation Fund	<u>(\$158,200)</u>	<u>(\$162,900)</u>
Projected Ending Fund Balance	\$4,606,852	\$1,396,406

- Includes planned parks projects

- Transfer from Impact Fees Fund includes money tied to parks projects

Capital Projects Fund - DeCarb

- Total Decarb spending over 6 years - **\$9.8M**
 - \$5.4M Grant Funding (DOLA, HEEHA, PBEG, Charge Ahead)
 - \$4.4M Sales/Use Tax Funding
 - Replaces end of life HVAC systems at City Hall, Recreation Center, Police/Court, and Library
 - Includes solar for the Recreation Center
- **\$6.4M** proposed spending in 2025 budget

DeCarb spending by year

Project	2025	2026	2027	2028	2029	2030	Total
Austin Niehoff	-	-	-	\$46,000	-	-	\$46,000
City Hall	-	-	\$25,000	\$2,070,000	-	-	\$2,095,000
City Wide EV	\$632,500	-	-	-	-	-	\$632,500
Police/Court	\$1,446,000	-	-	-	-	-	\$1,446,000
Recreation Center	\$2,484,000	-	-	\$86,250	-	-	\$2,570,250
Arts Center	-	-	\$60,200	-	-	-	\$60,200
City Services	\$1,000	-	-	-	-	\$1,105,150	\$1,106,150
Library	\$1,841,150	-	-	-	-	-	\$1,841,150
Total Cost	\$6,404,650	-	\$85,200	\$2,202,250	-	\$1,105,150	\$9,797,250

Capital Projects Fund - South Street Underpass

Description	2025	2026	Total
Total Project Cost	\$1,163,876	\$9,119,378	\$10,283,254
LRC Bond			\$1,000,000
DRCOG Grant			\$3,000,000
IGA			<u>\$2,000,000</u>
Net City Cost			\$4,283,254

Capital Projects Fund - Downtown Vision

Description	2025	2026	2027	2028	Total
Project Expense	\$1,000,000	\$2,400,000	\$2,400,000	\$3,200,000	\$9,000,000
LRC Bond					\$9,000,000
Net City Cost					-

Capital Projects Fund – Maintenance Items Funded in 2025 (Page 1 of 2)

Request No.	Description	Amount
140	Access control	374,000
141	Camera & DVR replace	27,500
144	MDT refresh & equip initiative	125,000
148	Printer replacement	50,000
151	IT UPS modernization	38,600
214	Automated Materials Handler replacement	200,000
213	Flock cameras	75,000
24	Irrigation upgrades	100,000
161	Concrete replacement	115,000
164	Traffic signal maintenance	1,094,500
165	Sign truck replacement	70,000

Capital Projects Fund – Maintenance Items Funded in 2025 (Page 2 of 2)

Request No.	Description	Amount
166	Replacement snowplow/dump truck	212,500
174	Loader box plow	60,000
109	Museum fire panel	28,750
119	Police/court roof replacement	315,100
179	Pavement marking program	218,750
13	Playground replacement parts (Parks Fund)	15,000
25	Surfacing materials-playground (Parks Fund)	25,000
28	Park equipment replacements (Parks Fund)	128,000
31	Landscaping improvements (Parks Fund)	15,000
33	Concrete replacement (Parks Fund)	150,000
38	Parking furnishing replacements (Parks Fund)	15,000

Total Maintenance Items in 2025 - \$3.5M

Capital Projects Fund – New Items Funded in 2025

Request No.	Description	Amount
143	IT vehicle	45,000
145	Middle mile fiber enhancements	100,000
146	NetAlly tester	17,000
11	Office workstations	65,000
67	Indoor batting cage	16,000
155	Annual traffic calming program	50,000
157	ADA transition plan	240,000
178	Citywide traffic counts	25,000
16	Convert inline rink to pickleball (%) (Parks Fund)	80,000
23	Technology improvements (Parks Fund)	20,000
29	Parks Equipment (Parks Fund)	80,000
New	Parks Vehicle	70,000
121 (New)	Police Fleet Plan	274,000
New	Street Maint. Vehicle	139,500



Total New Items in 2025 - \$1.2M

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September 3, 2024

Capital Projects – Path Forward

- Prioritize maintenance of City assets
 - Decarbonization projects (repair and replace end of life systems while maximizing use of grant funds)
- Incorporate Parks Capital to Capital Projects Fund
 - Allows Council to review all Capital Projects and prioritize based off community needs/desires
- Preserve set aside for potential affordable housing project
 - \$2M included in 2025 budget
- Maintain paving program at or near current level
 - \$5M included in 2025 budget
 - Additional \$1.5M available from 2024 expected turnback
 - Goal is to be at a Pavement Condition Index (PCI) of 70 or better



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September
3, 2024

Summary and Next Steps

Today we discussed the:

- General Fund
- Parks Fund
- Capital Fund
- City Staff will continue to work collaboratively towards developing the 2025/2026 City Manager's Recommended Budget for City Council's consideration.

Budget Calendar

- Wednesday, July 24th – (Council Chambers) – Budget Retreat
- Thursday, August 15th – (Virtual) – Finance Committee
- Tuesday, Sept 3rd – (Council Meeting) – Budget Discussion/Direction
- September/October – Budget Working Study Session(s), as necessary
- Tuesday, Oct 1st – (Council Meeting) – City Manager's Recommended Budget
- Monday, November 4th – 2025/2026 Biennial Budget Adopted

2025/2025 Budget – 9/3/2024 City Council Meeting

Thank you!