City Council

Agenda

Tuesday, March 4, 2025
Council Chambers
749 Main Street
6:00 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
B. Approval of Minutes: December 17, 2024, February 11, 2025

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.

C. Approval of Engagement Letter with Special Counsel – Airport Task Force
D. Approval of 2025 Pavement Management Contracts
  i. Award Contract for 2025 Concrete Replacement Project to Stone and Concrete
  ii. Award Contract for 2025 Street Resurfacing Project to Martin Marietta
E. Approval of Wildfire Mitigation Campaign Development Contract with Fors Marsh
F. Approval of Resolution No. 9, Series 2025 – A Resolution Approving an Intergovernmental Agreement with Play Boulder Foundation Concerning the Community Forestry Corps Urban Forestry Program
G. Approval of Resolution No. 10, Series 2025 – A Resolution Approving a Business Assistance Agreement with ArepasCO for an Economic Development Project in the City of Louisville
H. Approval of Resolution No. 11, Series 2025 – A Resolution Approving a Business Assistance Agreement with Boards and Bites LLC for an Economic Development Project in the City of Louisville
I. Approval of Resolution No. 12, Series 2025 – A Resolution Approving a Business Assistance Agreement with Saigon Rally LLC for an Economic Development Project in the City of Louisville
J. Approval of John Deere Excavator Purchase

6. COUNCIL INFORMATIONAL COMMENTS AND COMMITTEE REPORTS

7. CITY MANAGER'S REPORT

8. REGULAR BUSINESS

A. LIFE IN LOUISVILLE AWARD PRESENTATION

- Presentation

B. MARCH FOR MEALS PROCLAMATION

- Action

C. ORDINANCE NO. 1891, SERIES 2025 – AN ORDINANCE AMENDING THE CITY OF LOUISVILLE FIRE HARDENING CODE FOR STRUCTURES – 2ND READING – PUBLIC HEARING (advertised City of Louisville Website 02/07/25)

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

D. RESOLUTION NO. 13, SERIES 2025 – A RESOLUTION APPROVING A ONE-YEAR TEMPORARY USE PERMIT AS A PRECURSOR TO A PERMANENT USE TO ALLOW A TASTING ROOM FOR IRONTON DISTILLERY LOCATED AT 1303 EMPIRE ROAD

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

E. RESOLUTION NO. 14, SERIES 2025 – A RESOLUTION APPROVING THE BOUNDARIES OF A PROPOSED AREA OF THE CITY OF LOUISVILLE TO BE SUBMITTED FOR DESIGNATION AS A CHIPS ZONE

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

F. CONCEPT PLAN REVIEW – VOLTAGE – 608, 612 AND 624 MAIN STREET

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

9. CITY ATTORNEY'S REPORT

10. IDENTIFICATION OF FUTURE AGENDA ITEMS

11. ADJOURN

ITEMS TENTATIVELY SCHEDULED FOR REGULAR MEETING 3/18/2025

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

- 509 LaFarge Landmark and HPF Grant
- ADU Regulations 1st Reading
- Amending Definition of Family to Align with State Regulations – 1st Reading
- D/D Comcast Franchise Renewal
- Contractor Licensing Requirements Amendment – 1st Reading
- Block Party Trailer Donation Budget Amendment
- City of Boulder IGA – Davidson Mesa Open Space
- Water Meter Replacement and Metering Contract
- Water Rights Administration Contract
- 2025 Lead & Copper Water Service Line Potholing & Verification
- Sewer Tap and Industrial Fees
- IGA with Boulder County and Louisville Fire for Use of Ballot Box
- PROS Long-Range Plan Contract

CASH ACCOUNT: 001000 101001 WARRANT: 021325 02/13/2025

VENDOR	VENDOR NAME	PURPOSE	AMOUNT
15976	AQUA IMPORTS	LPLF JANUARY 2025 AQUARIU	240.00
14621	CHAD ROOT	PER DIEM 2/23/25 - 2/28/2	444.00
14092	DAVID BARIL	PURCHASED ITEMS	2,499.00
15777	DJ MAESTRO, INC.	SIGNATURE PACKAGE & PHOTO	800.00
15965	GREG LALIBERTE STUDIOS LLC	ENTERTAINMENT 2/21/25	200.00
99999	CORD WEATHERLY	PER DIEM 2/23/25 - 2/29/2	378.00
99999	NANCY HODGES	PER DIEM 2/23/25 - 2/28/2	378.00
99999	JACOB MARINKOVICH	COMPUTER LOAN 2/12/25	1,581.97
99999	CORD WEATHERLY	INDEP ALLIANCE OF ELECTRI	336.00
99999	NORM MERLO	REFUND UBER FOR GOLF INDU	59.41
15963	RAOUL ROSSITER	ENTERTAINMENT 2/21/25	200.00
15966	WILLIAM J. KOPPER	ENTERTAINMENT 2/21/25	275.00
15964	WILLIAM MCCROSSEN	ENTERTAINMENT 2/21/25	200.00
10884	WORD OF MOUTH CATERING INC	LUNCHES SERVED 1/30/25 -	3,944.50
	14 INVOICES	WARRANT TOTAL	11,535.88

CASH ACCOUNT: 001000 101001 WARRANT: 022025 02/20/2025

VENDOR	VENDOR NAME	PURPOSE	AMOUNT
14967	CLASSIC CABINETS & DESIGN LLC	Rec Center office Cabinet	8,652.94
11468	EMPLOYERS COUNCIL SERVICES INC	Member #0000011872- 04/01	7,350.00
14002	KANSAS PAYMENT CENTER/ SN20DM0	Payroll Run 1 - Warrant 0	33.58
14867	REBECCA L BENNETTI	12 students for Will Make	840.00
	4 INVOICES	WARRANT TOTAL	16,876.52

CASH ACCOUNT: 001000 101001 WARRANT: 030425 03/04/2025

VENDOR	VENDOR NAME	PURPOSE	AMOUNT
14121	ACUSHNET COMPANY	Account #US00002149	3,179.75
15449	AECOM TECHNICAL SERVICES, INC.	Lot Grading Review-Marsha	1,174.00
15466	AQUATIC INFORMATICS INC	WIMS Support	8,105.00
10801	BADGER METER INC	Customer #51080	1,364.16
14251	BK TIRE INC	Loader Tire Repair WO#: W	245.50
14251	BK TIRE INC	Ops tires #3203- Work ord	2,106.24
15204	BOULDER COUNTY PUBLIC WORKS	Jan 2025 Gate Fee	1,472.79
15100	BRENNTAG PACIFIC INC	Customer #013795 - Silica	18,292.99
15100	BRENNTAG PACIFIC INC	Customer #013795	1,210.00
14403	CALLAWAY GOLF	Resale Merchandise - ACCT	907.64
248	CDW GOVERNMENT	Customer #5143572	1,829.59
248	CDW GOVERNMENT	Customer #5143572	355.26
248	CDW GOVERNMENT	Monitors for IT Network E	1,740.42
248	CDW GOVERNMENT	Cisco Software Renewal -	16,801.20
15336	CHARLES ABBOTT ASSOCIATES, INC	Building Inspection Servi	8,093.25
8533	CHURCHICH RECREATION LLC	Installation of rec cente	2,511.15
4785	CINTAS CORPORATION #66	Sold to #12522401	348.48
4785	CINTAS CORPORATION #66	Sold to #12522401	277.23
4785	CINTAS CORPORATION #66	Sold to #12522401	304.22
4785	CINTAS CORPORATION #66	Sold to #12522401	277.23
4785	CINTAS CORPORATION #66	Sold to #12522401	277.23
4785	CINTAS CORPORATION #66	Sold to #12522401	277.23
1120	COLORADO ANALYTICAL LABORATORY	Annual Grit & Rags	496.20
1120	COLORADO ANALYTICAL LABORATORY	WWTP - Influent - Quarter	34.20
1120	COLORADO ANALYTICAL LABORATORY	WWTP - Influent - Weekly	180.20
1120	COLORADO ANALYTICAL LABORATORY	WWTP - Effluent - Monthly	223.20
1120	COLORADO ANALYTICAL LABORATORY	WWTP - Upstream Metals -	237.60
1120	COLORADO ANALYTICAL LABORATORY	WWTP - Reg-85- Monthly	391.51
1120	COLORADO ANALYTICAL LABORATORY	WWTP - CTC Lift Station	485.10
1120	COLORADO ANALYTICAL LABORATORY	WWTP - Influent - Monthly	409.40
13859	COLORADO DEPT OF TRANSPORTATIO	Reservation for traveling	500.00
10056	COLORADO DOORWAYS INC	NWTP- Push bar and Keypad	4,960.00
15304	CORONA ENVIRONMENTAL CONSULTIN	Water Systems Sampling an	8,807.50
15769	CURTIS, JUSTUS, & ZAHEDI, LLC	Services - January 2025	16,711.00

CASH ACCOUNT: 001000 101001 WARRANT: 030425 03/04/2025

VENDOR	VENDOR NAME	PURPOSE	AMOUNT
15190	DANIEL LASHER	ASL Translation for open	650.40
1600	DAVIDSON DITCH & RESERVOIR CO	2025 Assessments & Stockh	15,416.14
14182	DAWSON INFRASTRUCTURE SOLUTION	Parts for Vehicle #3434 W	398.69
14182	DAWSON INFRASTRUCTURE SOLUTION	Sewer Equipment	527,300.78
15149	DENALI WATER SOLUTIONS LLC	WWTP fuel surcharge Custo	4,145.80
15149	DENALI WATER SOLUTIONS LLC	WWTP Customer #1120056	3,129.87
15149	DENALI WATER SOLUTIONS LLC	WWTP Biosolids Customer #	2,081.59
15149	DENALI WATER SOLUTIONS LLC	WWTP Biosolids- Customer	2,915.82
15149	DENALI WATER SOLUTIONS LLC	WWTP Biosolids- Customer	2,952.86
15778	DESTINY SOFTWARE, INC.	Agenda Managment Hosting	6,500.00
15984	EAGLE WRENCH COMMERCIAL AND RE	Basin Fence	2,150.00
15916	EIDOS ARCHITECTS, PC	SCWTP Admin Expansion - S	2,144.25
15974	EMEDCO	Flexible Sign posts	683.21
11545	EVOQUA WATER TECHNOLOGIES LLC	Customer #1035400	8,883.20
11545	EVOQUA WATER TECHNOLOGIES LLC	Customer #1035400	11,456.00
14936	GOLDEN AUTOMATION LLC	Ethernet Migration Contra	6,807.67
14936	GOLDEN AUTOMATION LLC	Server migration	1,850.00
14936	GOLDEN AUTOMATION LLC	Field Service & Server Mi	1,719.00
2415	HARCROS CHEMICALS INC	Water Plant Chemicals - S	931.00
2415	HARCROS CHEMICALS INC	Water Plant Chemicals - S	931.00
15381	HICKS CONTRACTORS SERVICES LLC	4-inch bypass	2,450.00
15381	HICKS CONTRACTORS SERVICES LLC	4-inch bypass labor	2,170.95
15619	ICON ENGINEERING INC	Storm Water Quality Maste	1,500.00
14176	IMS INFRASTRUCTURE MANAGEMENT	2024 Pavement and Ramp As	7,717.00
2615	INGRAM LIBRARY SERVICES INC	Account #20E2938	10.88
2615	INGRAM LIBRARY SERVICES INC	Acount #20E2938	168.45
2615	INGRAM LIBRARY SERVICES INC	Account #20E2938	14.37
2615	INGRAM LIBRARY SERVICES INC	Account #20E2938	16.05
2615	INGRAM LIBRARY SERVICES INC	Account #20E2938	33.28
2615	INGRAM LIBRARY SERVICES INC	Account #20E2938	74.42
2615	INGRAM LIBRARY SERVICES INC	Account #20E2938	18.03
2615	INGRAM LIBRARY SERVICES INC	Account #20E2938	20.28
2615	INGRAM LIBRARY SERVICES INC	Account #20E2938	14.37
2615	INGRAM LIBRARY SERVICES INC	Account #20E2938	11.54
2615	INGRAM LIBRARY SERVICES INC	Account #20E2938	44.42

CASH ACCOUNT: 001000 101001 WARRANT: 030425 03/04/2025

VENDOR	VENDOR NAME	PURPOSE	AMOUNT
2615	INGRAM LIBRARY SERVICES INC	Account #20E2938	26.27
2615	INGRAM LIBRARY SERVICES INC	Account #20E2938	53.03
2615	INGRAM LIBRARY SERVICES INC	Account #20E2938	63.12
2615	INGRAM LIBRARY SERVICES INC	Account #20E2938	50.96
2615	INGRAM LIBRARY SERVICES INC	Account #20E2938 Credit M	-17.60
2615	INGRAM LIBRARY SERVICES INC	Account #2050766 - Credit	-10.44
2615	INGRAM LIBRARY SERVICES INC	Account #2050766	273.04
2615	INGRAM LIBRARY SERVICES INC	Account #2050766	191.34
2615	INGRAM LIBRARY SERVICES INC	Account #2050766	174.69
2615	INGRAM LIBRARY SERVICES INC	Account #2050766	275.32
2615	INGRAM LIBRARY SERVICES INC	Account #2050766	196.25
2615	INGRAM LIBRARY SERVICES INC	Account #2050766	370.88
2615	INGRAM LIBRARY SERVICES INC	Account #2050766	238.88
2615	INGRAM LIBRARY SERVICES INC	Account #2050766	274.18
2615	INGRAM LIBRARY SERVICES INC	Account #2050766	294.43
2615	INGRAM LIBRARY SERVICES INC	Account #2050766	245.92
2615	INGRAM LIBRARY SERVICES INC	Account #2050766	302.09
2615	INGRAM LIBRARY SERVICES INC	Account #2050766	302.96
13778	INVISION GIS LLC	InVision GIS Prof service	4,173.75
11289	JVA INC	Project #230043.ENV	6,020.00
14592	LIVE OAK BANK	ATTN: Solar Leasing CEC S	4,462.87
15959	MEMBERSPORTS INC.	Onboarding Fee, subscript	9,200.00
15959	MEMBERSPORTS INC.	March Subscription	750.00
14484	MIDWEST TAPE LLC	Customer: 2000008778	42.99
14768	MOJOS CLEANING SERVICES INC	SCWTP Blasting Cleanup -	196.00
99999	AAA Service Plumbing LLC	Professional License- mec	116.00
99999	Michelle Tschudy	Rec Center Refund Request	42.50
99999	PLANET PLUMBING, INC	MEP-5994-2025 Permit Refu	125.67
99999	BOULDER CREEK NEIGHBORHOODS	Return of deposit from Hy	1,200.00
99999	SANITAS BUILDERS	Return of Deposit from Hy	2,300.00
99999	NICK OWENS	2025 Boot Allowance	225.00
99999	MARIA MCCLURE	Marshall Fire Tax Credit	237.25
99999	MARIA MCCLURE	Marshall Fire Tax Credit	511.40
99999	LINDSAY CLARK	Marshall Fire Use Tax Cre	656.40
99999	MCCLAIN BUGGLE	Marshall Fire Use Tax Cre	1,314.85
99999	MCCLAIN BUGGLE	Marshall Fire Use Tax Cre	365.00
99999	MCCLAIN BUGGLE	Marshall Fire Use Tax Cre	320.87
99999	JEFFREY SHAW	Marshall Fire Use Tax Cre	141.56
99999	JEFFREY SHAW	Marshall Fire Use Tax Cre	688.94
99999	RACHEL TENNER KRAUT	Marshall Fire Use Tax Cre	191.63
99999	RACHEL TENNER KRAUT	Marshall Fire Use Tax Cre	188.76
99999	RACHEL TENNER KRAUT	Marshall Fire Use Tax Cre	610.42

CASH ACCOUNT: 001000 101001 WARRANT: 030425 03/04/2025

VENDOR	VENDOR NAME	PURPOSE	AMOUNT
15972	P&A PUMP INSTALL AND REPAIR LL	Plant Repairs & Maintenan	2,500.00
15972	P&A PUMP INSTALL AND REPAIR LL	Plant Repairs and Mainten	500.00
314	PARKSON CORPORATION	Sales Order #053002483	492.06
5178	PETTY CASH - KATHY MARTIN	Petty Cash Reimbursement	184.03
14144	PING INC	Resale Merchandise - PO-	383.63
11329	POLYDYNE INC	Customer #104578 - Clarif	7,141.50
14160	PRECISE MRM LLC	Parts for vehicle #3434 O	1,051.28
15748	PRECISION DATA & FIBER	Cabling and Security Came	10,230.00
15748	PRECISION DATA & FIBER	TV Display Cabling - Work	1,268.00
14394	PROS PLUS LTD	Youth basketball Referees	1,248.00
13549	PUSH PEDAL PULL INC	Customer #0002335 LOUISVI	2,162.50
13419	ROADSAFE TRAFFIC SYSTEMS CORP	2025 signs and thermopla	369.60
13419	ROADSAFE TRAFFIC SYSTEMS CORP	2025 signs and thermopla	20.63
13419	ROADSAFE TRAFFIC SYSTEMS CORP	2025 signs and thermopla	157.30
15987	RONAN OMAITIU	Grant reimbursement for H	4,000.00
15983	SHAMROCK FOODSERVICE WAREHOUSE	Business Assistance Packa	43,972.00
15915	SIERRA HIGHWAY SAFETY	Carsonite Road Markers &	553.21
14612	SOME LIKE IT GREEN, LLC	Monthly plant service - F	90.00
14550	TAYLOR MADE GOLF COMPANY INC	Account #632413	4,975.83
14550	TAYLOR MADE GOLF COMPANY INC	Account #632413	324.51
14550	TAYLOR MADE GOLF COMPANY INC	Account #632413	548.37
15943	TENNIS COURT SUPPLY	Rally master backboard 10	6,804.00
7917	THE AQUEOUS SOLUTION INC	Cal Hypo Granular	703.29
15950	THE DANCE FRONT	Small Steps & Combo class	2,140.60
4765	UNCC	January 2025 Transmission	1,546.10
15912	WESTERN STATES LAND SERVICES,	C120-2 I-25 Waterline Pro	265.96
137	INVOICES	WARRANT TOTAL	852,917.37

CASH ACCOUNT: 001000 101001 WARRANT: 123124J 12/31/2024

VENDOR	VENDOR NAME	PURPOSE	AMOUNT
14219	KIMLEY-HORN AND ASSOCIATES INC	Services through 11/30/24	7,925.82
	1 INVOICES	WARRANT TOTAL	7,925.82

City of Louisville
COLORADO • SINCE 1878

City Council

Meeting Minutes

December 17, 2024
City Hall, Council Chambers
749 Main Street
6:00 PM

Call to Order – Mayor Leh called the meeting to order at 6:00 p.m. **Roll Call** was taken and the following members were present:

City Council:	***Mayor Chris Leh***
	Mayor Pro Tem Caleb Dickinson
	Councilmember Tim Bierman
	Councilmember Deborah Fahey
	Councilmember Barbara Hamlington
	Councilmember Judi Kern
Absent:	***Councilmember Hoefner***
Staff Present:	***Samma Fox, Interim City Manager***
	Meredyth Muth, Interim Deputy City Manager
	Kathleen Kelly, City Attorney
	Adam Blackmore, Parks, Recreation, & Open Space Director
	Ember Brignull, Open Space Superintendent
	Rafael Gutierrez, Police Chief
	Genny Kline, Interim City Clerk

APPROVAL OF AGENDA

Mayor Leh called for changes to the agenda and hearing none asked for a motion. **Motion:** Mayor Leh moved to approve the agenda, seconded by Councilmember Fahey. **Vote:** All in favor.

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

None

APPROVAL OF THE CONSENT AGENDA

Mayor Leh asked for changes to the consent agenda; hearing none he asked for a motion. **Motion:** Councilmember Fahey moved to approve the consent agenda, seconded by Councilmember Hamlington. **Vote:** All in favor**.**

- **A.** Approval of Bills
- **B.** Approval of December 9 and December 10, 2024 Meeting Minutes
- **C.** Approval of Board and Commission Appointments
- **D.** Approval of a Service Agreement with The Humane Society of Boulder Valley for Animal Impoundment Services
- **E.** Approval of the First Addendum to the 2024 Pavement Management Services and Curb Ramp Inventory Contract
- **F.** Resolution No. 64, Series 2024 – A Resolution Approving an Agreement for Lease of Colorado-Big Thompson Water

COUNCIL INFORMATIONAL COMMENTS ON PERTINENT ITEMS NOT ON THE AGENDA

Mayor Leh noted this is the last meeting of the year. He wished everyone happy holidays. He thanked the Revitalization Commission for their support of the downtown vision plan and their financial commitment to the project.

Councilmember Fahey stated demolition work has begun on Enclave Park.

Mayor Leh stated the Senior Lunch was last week and was very well attended.

CITY MANAGER'S REPORT

Interim City Manager Fox reminded everyone of the city closures for the holidays. She stated the City's insurance renewal number were lower than anticipated and thanked staff for their work on this.

Mayor Leh thanked everyone for their work this year.

REGULAR BUSINESS

AMERICAN PUBLIC WORKS ASSOCIATION AWARD PRESENTATION

Mayor Leh introduced Chuck Weiss from the Colorado Chapter of the APWA made a presentation and presented an award the Public Works staff for "Unconventional Countermeasures Creating Safer Streets."

LAW ENFORCEMENT APPRECIATION DAY PROCLAMATION

Mayor Leh read the proclamation.

Motion: Councilmember Kern moved to approve; Mayor Pro Tem Dickinson seconded the motion.

Vote: Motion passed by unanimous voice vote.

ORDINANCE NO. 1876, SERIES 2024 – AN ORDINANCE AMENDING CHAPTER 15.18.030 OF THE LOUISVILLE MUNICIPAL CODE CONCERNING THE 2021 INTERNATIONAL ENERGY CONSERVATION CODE – 1ST READING, SET PUBLIC HEARING FOR 01/21/2025

Mayor Leh introduced the item. **Motion:** Mayor Leh moved to publish the item and set the public hearing for January 21, 2025; seconded by Councilmember Kern.

Vote: All in favor.

OPEN SPACE MANAGEMENT UPDATE

Mayor Leh introduced the item and asked for the staff presentation.

Director Blackmore stated tonight is an update to your 2024 work plan item related to the administration and management of the Open Space Division and the progress that has been made over the past couple of years. He added there has been a significant amount of impressive work in the nearly twenty years since the first open space employee was hired.

This Council work plan item was added to follow up on the 2023 work including the parks general maintenance and asset management plan that was accepted by Council in early 2023. There was a request at that time for a similar discussion for Open Space in 2024. This is also on the heels of recommendations from the wildfire risk assessment (WRA) and the passing of ballot measure 2C, which extended parks and increased open space sales and use tax funding for the next ten years.

Ember Brignull, Open Space Superintendent, stated this presentation will be a high-level overview of what Open Space has accomplished in 2024 and where we're going in 2025. She asked Council to answer what does Open Space mean to you. If you had to pick one word to describe Open Space, what would that word be? She stated the Council might all have different words, and some of those might be competing demands with one another.

When staff asks citizens the same questions, we get a full range of answers. Everything from recreation to pollinators, biodiversity, and conservation. These are a lot of competing demands, but the one thing all of our citizens agree on is that they love Open

Space. She noted the 2024 community survey showed overall performance of the Division was 91%; half of those said excellent.

Brignall reviewed the City Charter's definition of open space and the goals and mission of the division including to acquire and manage land to protect it for natural and cultural resources while also providing opportunities for education, volunteering, and appropriate passive recreation. The City started land acquisition in the late 1970s; some of that was simple purchase and some of that was land dedicated to the City through the development process. In 1993, the first open space sales tax was adopted but it was not until 2006 that the City hired the first dedicated open space employee.

The Division includes an education program, a ranger program, and a natural resource program to bring focus to solid science and make sure we have a strong foundation for the work we do. Currently, we have 29 open space properties in our portfolio - 17 are City owned and City managed properties. An additional 12 properties are jointly owned, in partnership with Boulder County Parks and Open Space and Lafayette Open Space. The Division also manages over 25 miles of the 32-mile trail network.

She added that due to the successful passage of ballot issue 2B, two new full-time employees were added this year. Also, this year, the open space manager position was created. The Division works to make sure to maintain solid science-based work and align that work with both community and council goals.

One of the primary focuses this year was on natural resource and fire mitigation. The WRA outlined first, second, and third priority tasks be completed to reduce fire mitigation concerns in Louisville. The Division has completed 86% of that work, including 100% of the first priority projects. This work will be continuous and will be part of the work plan every year moving forward.

There has also been the grazing everyone has heard about. This along with the area mowing and perimeter mowing is to restore more a native composition pf plants, which bring lower flammability. She added that the contractual mowing and grazing has been fully funded through grants. The grazing in 2024 was the equivalent of over 111 football fields. It removed over 17,000 pounds of fuels from the Open Space system in one year.

She added the goal is to combine fuel reduction with best management practices for the properties. As you start to convert the species into native species it changes the dynamic of how fire moves through the system. Not only are we reducing fire, but we're actually improving our habitat. She reviewed additional information about the positive impacts of grazing and mowing.

The natural resource team coauthored some fire fact sheets with Colorado State Forest Service, and we were also asked to present at the Boulder County Fire Shed Grassland Conference with other national leaders. We are the leaders in grassland management at this point for a fire, and a lot of people are looking to us to see what we are doing and how we are doing it.

Brignull reviewed the work of the ranger program noting the two rangers made over 9,000 contacts this year alone. 8,000, of which were friendly ambassador style contacts; these are meet and greets on the trail system. She reviewed the types of contacts the rangers make noting they are trying to lead with education.

She reviewed a number of programs the Division put on in 2024 including supporting the City's EDI initiative with an adaptive bike opportunity. Open Space programs are highly attended and highly appreciated. The volunteer program contributed over 1300 hours in 2024 including adopt an open space, raptor monitors, and weed whackers. Anytime you can engage the community, you're building stewards for the future. And one of our main goals is to make sure we have Open Space in the future, and that it is respected and appreciated by future generations.

In 2025, we will be working on the PROS long-range plan, the trail master plan, and a vegetation survey as well as the Hecla Trail resurfacing, parking lot maintenance, sign upgrades, and regular operational projects.

Councilmember Fahey asked if the ditch lateral along Davidson Mesa and also the one just south of the reservoir are cleaned out, or do you have any plans to clean them out. Brignull stated the goal is to work with Public Works as well as the ditch companies to get a better understanding of how we can support each other moving forward. She noted as the City does not have ownership of all the ditches. We are looking at strategies to create fuel breaks and fire breaks between ditches and homes to control the way fire moves.

Director Blackmore added that Boulder County has a new position specifically related to ditch management throughout the County. We will also be coordinating with the ditch companies to try to get a better response on future management of that for maintenance.

Councilmember Cooperman asked how much of our open space is used as agricultural land, Brignull stated the City has over 600 acres and the only agriculture that's being done is grazing. However, on our jointly owned lands there are over 1200 acres; the majority of which are under agricultural management.

Councilmember Cooperman asked if the rangers are engaging in ebike education and enforcement. Brignull stated the rangers have recently gone through the Police Department's ebike training and they share ebike education with the public.

Councilmember Cooperman asked if there is a plan to establish an acquisition policy. Director Blackmore stated that will be driven by our new city manager and by Council; next steps will be coming when the new City Manager is hired.

Mayor Leh asked about the mowing the Division does. Brignull reviewed the various mowing that is done either with City staff or contracted out.

Mayor Leh asked about evaluating the wildlife urban interface and what role the Open Space Division plays in that. Brignull stated the Open Space Division's role is controlling open space to the fence line, and then we're really looking for that collaboration from homeowners and other departments within the City to manage private land. Our task is to focus on the public lands, but we also do public education on wildfire. We also invite our experts to speak about home hardening, to look at wooden fences, to look at what private citizens can do on their property.

Mayor Leh thanked staff for the EDI focused programming.

Mayor Leh asked how much funding the City has received from the County 1A ballot measure. Staff will look into that and get additional information.

Public Comment

Cathern Smith, Louisville, thanked staff for their work. She supports management consistent with good stewardship and sound ecological principles. It should preserve and promote native plants. And to preserve and promote native wildlife and preserve and promote their habitats. She asked Council to appropriate additional funds to hire open space staff and purchase water rights for Coal Creek.

Susan McEachern, Louisville, chair of the open space board but speaking for herself, stated there is a need to focus on long-term goals for open space. She would like to see a larger education program and a real commitment to making sure open spaces are restored and preserved both for citizens and for native wildlife.

Tamar Krantz, Louisville, asked if there are any more detailed plans for the new open space that will be at Redtail Ridge and if there is any intention to preserve any of the wildlife in that area including the prairie dog colonies.

Mayor Leh encouraged the staff to consider hiring a consultant for the PROS master plan that understands the difference between parks and open space.

ORDINANCE NO. 1886, SERIES 2024 – AN ORDINANCE AMENDING TITLE 5 OF THE LOUISVILLE MUNICIPAL CODE CONCERNING LIQUOR AND MARIJUANA LICENSING – 2ND READING, PUBLIC HEARING (advertised *Daily Camera* 12/08/24)

Mayor Leh opened the public hearing and Interim City Clerk Kline gave the staff report.

Kline stated the proposed changes to the liquor and marijuana codes are to bring them into alignment with new state statutes passed earlier this year by the General Assembly.

Councilmember Cooperman asked if there are upsides or downsides to the biannual licensing as opposed to the annual licensing for the City specifically? Kline stated staff is neutral on that point. It is not likely to change much in the way of staff workload.

Councilmember Cooperman asked how the language regarding modification of marijuana premises compares to language for any other sort of modification of premises for a different kind of business. Kline stated the new state language is that if a marijuana establishment is going to modify their premise, they don't have to ask permission first. With a liquor license, they still must ask permission. Staff decided that was not in the best interest of Louisville so staff is proposing the City continue to require a modification of premise for any marijuana establishment.

Councilmember Cooperman asked if the City is involved with enforcement related to liquor or marijuana establishments. Kline stated enforcement can be done either at the local level or the state level. Once the Clerk's Office is fully staffed again we will resume enforcement with the Police Department, not only for marijuana, but for liquor.

Mayor Leh asked if sales over the internet are allowed. Kline stated stores are now allowed to sell over the Internet and to deliver. The person who places the order has to be the person who receives the order. The person who is doing the delivery has to check the ID of the person.

Public Comments - None

Public Comments - None

Councilmember Cooperman stated this is simply updating our ordinances to reflect changes at the state level. He is satisfied with the way that staff chosen to write the ordinance. He is in support.

Mayor Leh closed the public hearing,

Motion: Dickinson moved to approve the ordinance; Kern seconded the motion.

Vote: Motion carried by unanimous roll call vote (Councilmember Hoefner absent).

DISCUSSION / DIRECTION – 2025 LEGISLATIVE AGENDA

Mayor Leh introduced the item. Interim Deputy City Manager Muth gave the staff presentation.

Muth stated the 2025 draft legislative agenda is based on the 2024 version. Generally, the legislative agenda is used as a guiding document for the City's engagement on legislative affairs. As the state legislature starts its session and proposes new regulations this document will guide how staff and council may respond to those. It covers various areas on which the City would like to take a position. Staff is here to get feedback on this draft.

Public Comments

Cathern Smith, Louisville, encouraged Council to have more clarity in the document on when a councilmember can take a position or not. She asked for more stringent language in the oil and gas section.

Members discussed the draft and gave changes and updates they wanted to see.

Staff will bring back a new version incorporating tonight's discussion items for council consideration at an upcoming meeting.

2024 WORK PLAN CLOSE OUT

Interim City Manager Fox gave the staff presentation reviewing the status of the work plan items. She also highlighted the awards from the year and the rest of the work staff did in addition to the work plan.

Public Comment – None.

Councilmembers thanked staff for all their work in 2024.

CITY ATTORNEY'S REPORT

None.

IDENTIFICATION OF FUTURE AGENDA ITEMS

None.

ADJOURN

Members adjourned at 9:00 pm.

_____
Christopher M. Leh, Mayor

_____
Genny Kline, Interim City Clerk

City of Louisville
COLORADO • SINCE 1878

City Council

Special Meeting Minutes

February 11, 2025
Library Meeting Room
951 Spruce Street
6:00 PM

Call to Order – Mayor Leh called the meeting to order at 6:00 p.m. **Roll Call** was taken and the following members were present:

City Council:	***Mayor Chris Leh***
	Mayor Pro Tem Caleb Dickinson
	Councilmember Josh Cooperman
	Councilmember Deborah Fahey
	Councilmember Barbara Hamlington – remote
	Councilmember Dietrich Hoefner
	Councilmember Judi Kern – remote
Staff Present:	***Samma Fox, Interim City Manager***
	Meredyth Muth, Interim Deputy City Manager
	Kurt Kowar, Public Works Director
	Rafael Gutierrez, Police Chief
	Geoff Nettleton, Civil Engineer III
	Jordan Jeffries, Assistant City Engineer

APPROVAL OF THE CONSENT AGENDA

Mayor Leh asked for changes to the consent agenda; hearing none he asked for a motion. **Motion:** Councilmember Hamlington moved to approve the consent agenda, seconded by Councilmember Hoefner. **Vote:** All in favor**.**

A. Approval of Employment Agreement for Diana Langley, City Manager

REGULAR BUSINESS

PRESENTATION / DISCUSSION: TRAFFIC CALMING

Director Kowar introduced Geoff Nettleton and Jordan Jeffries to give the presentation. He noted that staff brings information to council based on metrics, trends, and data. He

added the community often wants a variety of different things, but the goal from staff is to get things right and to do them well.

Nettleton agreed with Kowar that the goal is a safe system and vision zero. He then reviewed various community concerns staff hears related to traffic calming. He reviewed Colorado traffic laws related to crosswalks and pedestrians/cyclists. He reviewed the Federal Highway Administration's safe system approach, and the key principles staff uses to keep everyone safe. He highlighted the traffic calming that is already installed in town including HAWK and Rectangular Rapid Flashing Beacon (RRFB) signals, speed cushions, and other countermeasures.

He noted the focus areas staff use include speed management, pedestrian and bicycle safety, and intersection safety along with education, enforcement, and engineering. He added that different types of streets call for different measures. In addition to those factors, staff considers traffic volume, speed, school zones, accident history, on-street parking, community input, and other information. He reviewed upcoming traffic calming items staff may recommend be part of this year's paving contracts if costs allow.

Members discussed the traffic calming on Washington and Polk/Dahlia and the kinds of complaints they get from residents. Director Kowar stated the cushions on Washington are designed to exact specifications and are not larger or more difficult than intended for that street. Changing out the ones on Washington would likely cost $100,000 or more.

Mayor Pro Tem Dickinson left the meeting at 6:42 pm.

Nettleton reviewed the work on Polk/Dahlia including handled raised crosswalks, advisory bike lanes, and more. The street is planned for repaving in 2026; staff will make a recommendation on what to do long-term at that time. He reviewed the community engagement process both before and after the changes and the speed data. Members discussed the survey results and possible ideas for when repaving happens.

Mayor Pro Tem Dickinson returned to the meeting at 7:11 pm.

Nettleton reviewed the lane reductions and buffered bike lanes on Via Appia that were installed to improve traffic safety on the corridor. He noted it has reduced speeds on the corridor. He reviewed the accident data for South Boulder Road and Via Appia; it shows a decrease in accidents. He highlighted some additional improvements that could be added to the corridor if Council is interested.

Members discussed how residents have been responding to the changes and the complaints or compliments they have received. Director Kowar noted the repaving of Via Appia is not scheduled until 2028 so there is plenty of time to decide what changes people and the Council might want.

Staff reviewed some of the recommendations they think could enhance the corridor further. Members discussed the recommendations, made suggestions, and discussed possible changes to the infrastructure that could happen before full repaving in 2028.

Nettleton reviewed possible options for photo enforcement including pros and cons associated with using photo enforcement. Chief Gutierrez added the department is happy to work with Public Works to get more information about this if Council is interested in exploring it further. Council was generally supportive of getting additional information on photo enforcement.

ADJOURN

Members adjourned at 9:20 pm.

_____
Christopher M. Leh, Mayor

_____
Genny Kline, Interim City Clerk

City of Louisville
COLORADO • SINCE 1878

CITY COUNCIL COMMUNICATION
AGENDA ITEM 5C

SUBJECT: **APPROVAL OF ENGAGEMENT LETTER WITH SPECIAL COUNSEL – AIRPORT TASK FORCE**

DATE: **MARCH 4, 2025**

PRESENTED BY: **COUNCILMEMBER DIETRICH HOEFNER**
COUNCILMEMBER JUDI KERN
CITY ATTORNEY KATHLEEN KELLY

SUMMARY:
On November 19, 2024 the City Council designated Councilmembers Dietrich Hoefner and Judi Kern to serve as a "Task Force" to work with City Attorney Kathleen Kelly to gather information and explore strategies to address impacts of the Rocky Mountain Metropolitan Airport ("RMMA") on the City and its residents.

The Task Force met several times, and at the February 18, 2025 City Council meeting provided an update to the City Council and recommended the City obtain specialized legal advice regarding the City's ability to affect changes at the airport that could reduce or mitigate the impacts on residents.

The attached engagement letter from attorney Margaret Martin would provide such specialized legal advice, focusing on federal law and the limits in places on municipal authority over airport operation. Ms. Martin has represented both airport authorities and municipalities, so she can also provide practical legal advice based on her experience of working within governmental agencies and with the constraints of federal law. Her full bio can be accessed here: https://www.thompsonburton.com/attorney/margaret-martin

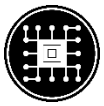
It is anticipated she would provide a written memorandum and presentation (virtually) to the City Council, at an estimated cost of $3,000 to $5,000 for preparation and presentation.

FISCAL IMPACT:
Special counsel's rate is $450 per hour, with an estimated cost of $3,000 to $5,000 for preparation and presentation to the City Council.

RECOMMENDATION:
Approve engagement letter with attorney Margaret Martin.

ATTACHMENT(S):
1. Engagement Letter dated February 20, 2025 with Margaret Martin of Thompson Burton PLLC

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**

THOMPSON BURTON PLLC
ATTORNEYS AT LAW
A PROFESSIONAL LIMITED LIABILITY COMPANY

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Nashville, TN 37203
www.thompsonburton.com

Margaret Martin
margaret@thompsonburton.com
Licensed in TN, MD, and the District of Columbia

Direct Dial: 615-716-2293

February 20, 2025

Sent via email to kathleen@kellypc.com

Re: *Representation of the City of Louisville, Colorado*

Dear Ms. Kelly:

This letter will confirm our agreement for the provision of legal services by Thompson Burton PLLC (the "Firm") to the City of Louisville, Colorado ("you" or "your") and secure your approval of the fee arrangement and other conditions of this representation. We are very pleased that you have retained us and will, of course, answer any questions that you may have about these arrangements.

The Firm has been retained to represent you regarding matters concerning the Rocky Mountain Metropolitan Airport (the "Engagement"). You may limit or expand the scope of the Engagement at any time, provided that any expansion is in writing and by mutual consent.

Our fees will be charged on a tenth of an hour basis for all time actually expended and will be billed monthly. The hourly rates assigned to the attorneys in our firm vary according to the level of experience and expertise of the attorney. Margaret Martin and Myatt McClure will be the attorneys primarily working on this Engagement, with additional support from Sean Cusson as needed. Margaret's rate is $450.00 an hour, Sean's rate is $450.00 an hour, and Myatt's rate is $295.00 an hour. At this time, we will not require a retainer for this Engagement.

We will bill you on a monthly basis with the understanding that the bills will be paid within thirty days after receipt. Our billing statements will contain an itemized description of the services rendered during the time period covered by the statement.

Please review our bills carefully when rendered. You agree that all questions and disputes will be brought to our attention promptly so that they can be addressed and resolved to our mutual satisfaction. Billing mistakes may occur on occasion, and we will be pleased to correct any that you might identify. Please feel free to discuss any questions regarding our statements with me.

Our Firm's policies and applicable professional rules of conduct concerning conflicts of interest are designed to protect the confidences, rights and interests of our clients, while permitting the Firm to advise and represent many different people and organizations. Neither you nor this Firm is aware of any actual conflict of interest in our representing you at this time. It is possible that some of our present or future clients will have disputes or transactions with you during the time that we are representing you. When the Firm becomes aware of a potential conflict of interest, we will discuss with you and determine how best to move forward.

Upon our completion of the services for which you have engaged us, our attorney-client relationship will be terminated. If you should thereafter engage us to perform further or additional services, our attorney-client relationship will be revived, subject to these and any supplemental terms of engagement. Further, either of us may terminate the Engagement at any time for any reason by written

notice, subject on our part to applicable Rules of Professional Conduct. In the event that we terminate the Engagement, we will take such steps as are reasonably practicable to protect your interests in the above matter.

We look forward to working with you. I hope that you will let me know if at any time you feel that the service we are rendering or the manner or promptness with which we are responding to your requests for service can be improved. On behalf of Thompson Burton PLLC, I want to sincerely thank you for the opportunity to be of service.

Very truly yours,

THOMPSON BURTON PLLC



By: _____
Margaret Martin
Partner

AGREED AND ACKNOWLEDGED
BY AN AUTHORIZED REPRESENTATIVE:

By: _____

Name: _____

Title: _____

Date: _____

SUBJECT: **2025 PAVEMENT MANAGEMENT CONTRACTS**

i. **AWARD CONTRACT FOR 2025 CONCRETE REPLACEMENT PROJECT TO STONE AND CONCRETE**

ii. **AWARD CONTRACT FOR 2025 STREET RESURFACING PROJECT TO MARTIN MARIETTA**

DATE: **MARCH 04, 2025**

PRESENTED BY: **KURT KOWAR, PUBLIC WORKS DEPARTMENT**

SUMMARY:
Staff recommends approval of the *2025 Concrete Replacement* contract with Stone and Concrete for the base bid in the amount of $621,071.26 plus a 15% contingency in the amount of $93,160.69.

Staff also recommends approval of the *2025 Street Resurfacing* contract with Martin Marietta for the base bid in the amount of $1,542,439.42 plus a 15% contingency in the amount of $231,365.91.

Staff is not recommending award of alternates #1-#3 and anticipates returning approximately $2.4M to the general fund.

Alternate #1 provided for paving the Enclave neighborhood. There is still significant fire rebuilding construction activity in this area and staff recommends re-evaluating this area for resurfacing in 2026. Staff will continue to patch areas of degradation in the interim.

Alternates #2 and #3 are areas forecasted for paving but field observations and 2024 and 2021 pavement condition index scores suggest these roads are stable in their current conditions which range from Fair to Good condition. Staff bid out these areas to explore pricing. However, staff is not recommending these areas for paving at this time.

Preliminary information received for the 2024 Pavement Condition Index survey shows an average network score of 74.

PROJECT DETAILS:
Staff advertised the 2025 Concrete Replacement Project on January 15, 2025 and January 22, 2025. Bids were received on February 12, 2025. Bids received are as follows:

Contractor	Base Bid	Alt 1	Alt 2	Alt 3
Stone and Concrete	$621,071.26	$143,437.00	$437,736.82	$135,246.18
Concrete Pride**	$715,137.00	$153,737.00	$491,399.00	$175,154.00
Triple M Construction	$689,806.00	$142,141.00	$433,045.00	$167,143.00
Chato's Concrete	$727,075.00	$167,817.00	$500,346.00	$191,184.00
ESI**	$1,066,314.55	$237,661.70	$737,773.60	$250,514.10
Jalisco**	$1,104,278.00	$232,415.00	$686,667.00	$271,349.00
Can Do Concrete***	N/A	N/A	N/A	N/A

** Fixed Minor Bid Errors (Does not affect low bidder)
*** Bid rejected due to not completing mandatory pre-bid sign in sheet

Staff recommends Stone and Concrete as the lowest responsive bidder based upon staff review of bid line items, adherence to bid requirements, and contractor reference checks.

Base Bid concrete work being approved supports the 2025 Street Resurfacing Project by completing repairs to cracked and heaving sidewalks, replacing non-compliant ADA ramps, improving pedestrian crossings, and completing miscellaneous repairs to concrete within parks and open spaces. In addition to the concrete replacement at the base bid locations scheduled for asphalt resurfacing, staff has included citywide miscellaneous sidewalk repairs at locations that have been reported by residents as well as miscellaneous concrete replacement at various Parks and Open Space locations. Please refer to the attached map for locations included in the base bid.

Staff also advertised the 2025 Street Resurfacing Project on January 24, 2025 and January 31, 2025. Bids were received on February 12, 2025. Bids received are as follows:

Contractor	Base Bid	Alt 1	Alt 2	Alt 3
Martin Marietta**	$1,542,439.42	$461,568.23	$461,859.82	$658,234.21
MPI – A Sunland Company	$1,808,067.68	$871,307.00	$536,653.40	$710,381.19
Brannan Sand and Gravel	$1,845,297.19	$575,332.80	$511,369.12	$716,801.49
APC Construction**	$1,958,325.70	$783,457.20	$559,172.70	$729,054.05

** Fixed Minor Bid Errors (Does not affect low bidder)

Staff recommends Martin Marietta as the lowest responsive bidder based upon staff review of bid line items, adherence to bid requirements, and contractor reference checks.

As part of the 2025 Resurfacing Project, staff has included:

- Reconstruction of three (3) alleys and maintenance patching at one additional alley.
- Raised crosswalk installations on Madison Avenue at Juniper Court and on St. Andrews Lane at Spyglass Circle where the Coal Creek Trail crosses.
- Speed cushions to be installed on Madison Avenue between Lilac Court and Chestnut Court.

The traffic calming improvements were requested with the submission of traffic calming applications and staff's evaluation and observations. The Madison Avenue petition had over 50 resident signatures.

Both projects are within budget and unit prices are comparable to recent years.

Please refer to the attached map for resurfacing locations included with the base bid and the three (3) alternates.

FISCAL IMPACT:
Staff reviewed three (3) options and details are provided below. The three options include (1) the base bid, (2) base bid plus alternate 1, and (3) base bid plus alternates 1, 2, and 3 (all in option). While staff is recommending awarding only the base bid, staff is providing 3 options for City Council consideration if desired. Below outlines the three options. Ultimately council can direct staff to award base bid plus any combination of alternates. Options 1 and 3 provide "book ends" of the lowest and highest cost, while option 2 will show the effect of adding one alternate.

OPTION 1 FISCAL IMPACT (Base Bid Only):
The costs of the 2025 Concrete Replacement and 2025 Street Resurfacing Projects are divided between the following funds:

Projected Funding

Description	Account	Budget Amount
2025 Annual Resurfacing Program	301312-660012	$5,000,000
2025 Concrete Replacement	301312-660022	$115,000
2025 Prof Serv – Conc/Sidewalk/Trl	211751-547110	$18,000
2025 Parts/Repairs/Maint.-Grounds	210757-550030	$15,000

Projected Expenses (ANNUAL RESURFACING PROGRAM) 301312-660012

Description	Amount
2025 Street Resurfacing Contract – Base Bid	($1,542,439.42)
2025 Concrete Replacement Contract – Base Bid	($473,071.26)
2025 Street Resurfacing Contract Contingency (15%)	($231,365.91)
2025 Concrete Replacement Contract Contingency (15%)	($93,160.69)
2025 Pavement Crack Seal Contract (Future Award)	($250,000.00)
Total Expenses:	**($2,590,037.28)**
Remaining Funds	**$2,409,962.72**

Projected Expenses (CONCRETE REPLACEMENT) 301312-660022

Description	Amount
2025 Concrete Replacement Project	($115,000)
Total Expenses:	**($115,000)**
Remaining Funds	**$0**

Projected Expenses (PROF SERV - CONC/SIDEWALK/TRL) 211751-547110

Description	Amount
2025 Concrete Replacement Project	($18,000)
Total Expenses:	**($18,000)**
Remaining Funds	**$0**

Projected Expenses (PARTS/REPAIRS/MAINT-GROUNDS) 210757-550030

Description	Amount
2025 Concrete Replacement Project	($15,000)
Total Expenses:	**($15,000)**
Remaining Funds	**$0**

Total Concrete Contract Summary

Description	Account	Amount
ANNUAL RESURFACING PROGRAM	301312-660012	$473,071.26
CONCRETE REPLACEMENT	301312-660022	$115,000.00
PROF SERV - CONC/SIDEWALK/TRL	211751-547110	$18,000.00
PARTS/REPAIRS/MAINT-GROUNDS	210757-550030	$15,000.00
Contingency (Annual Resurfacing Program)	301312-660012	$93,160.69
Total Contract:		**$714,231.95**

Total Resurfacing Contract Summary

Description	Account	Amount
ANNUAL RESURFACING PROGRAM	301312-660012	$1,542,439.42
Contingency (Annual Resurfacing Program)	301312-660012	$231,365.91
	Total Contract:	**$1,773,805.33**

OPTION 2 FISCAL IMPACT (Base Bid plus Alternate 1):
The costs of the 2025 Concrete Replacement and 2025 Street Resurfacing Projects are divided between the following funds:

Projected Funding

Description	Account	Budget Amount
2025 Annual Resurfacing Program	301312-660012	$5,000,000
2025 Concrete Replacement	301312-660022	$115,000
2025 Prof Serv – Conc/Sidewalk/Trl	211751-547110	$18,000
2025 Parts/Repairs/Maint.-Grounds	210757-550030	$15,000

Projected Expenses (ANNUAL RESURFACING PROGRAM) 301312-660012

Description	Amount
2025 Street Resurfacing Contract – Base Bid	($1,542,439.42)
2025 Street Resurfacing Contract – Alternate 1	($461,568.23)
2025 Concrete Replacement Contract – Base Bid	($473,071.26)
2025 Concrete Replacement Contract – Alternate 1	($143,437.00)
2025 Street Resurfacing Contract Contingency (15%)	($300,601.15)
2025 Concrete Replacement Contract Contingency (15%)	($114,676.24)
2025 Pavement Crack Seal Contract (Future Award)	($250,000.00)
Total Expenses:	**($3,285,793.30)**
Remaining Funds	**$1,714,206.70**

Projected Expenses (CONCRETE REPLACEMENT) 301312-660022

Description	Amount
2025 Concrete Replacement Project	($115,000)
Total Expenses:	**($115,000)**
Remaining Funds	**$0**

Projected Expenses (PROF SERV - CONC/SIDEWALK/TRL) 211751-547110

Description	Amount
2025 Concrete Replacement Project	($18,000)
Total Expenses:	**($18,000)**
Remaining Funds	**$0**

Projected Expenses (PARTS/REPAIRS/MAINT-GROUNDS) 210757-550030

Description	Amount
2025 Concrete Replacement Project	($15,000)
Total Expenses:	**($15,000)**
Remaining Funds	**$0**

Total Concrete Contract Summary

Description	Account	Amount
ANNUAL RESURFACING PROGRAM	301312-660012	$616,508.26
CONCRETE REPLACEMENT	301312-660022	$115,000.00
PROF SERV - CONC/SIDEWALK/TRL	211751-547110	$18,000.00
PARTS/REPAIRS/MAINT-GROUNDS	210757-550030	$15,000.00
Contingency (Annual Resurfacing Program)	301312-660012	$114,676.24
Total Contract:		**$879,184.50**

Total Resurfacing Contract Summary

Description	Account	Amount
ANNUAL RESURFACING PROGRAM	301312-660012	$2,004,007.65
Contingency (Annual Resurfacing Program)	301312-660012	$300,601.15
Total Contract:		**$2,304,608.80**

OPTION 3 FISCAL IMPACT (Base Bid plus Alternate 1, 2, and 3 – All In):
The costs of the 2025 Concrete Replacement and 2025 Street Resurfacing Projects are divided between the following funds:

Projected Funding

Description	Account	Budget Amount
2025 Annual Resurfacing Program	301312-660012	$5,000,000
2025 Concrete Replacement	301312-660022	$115,000
2025 Prof Serv – Conc/Sidewalk/Trl	211751-547110	$18,000
2025 Parts/Repairs/Maint.-Grounds	210757-550030	$15,000

Projected Expenses (ANNUAL RESURFACING PROGRAM) 301312-660012

Description	Amount
2025 Street Resurfacing Contract – Base Bid	($1,542,439.42)
2025 Street Resurfacing Contract – Alternate 1	($461,568.23)
2025 Street Resurfacing Contract – Alternate 2	($461,859.82)
2025 Street Resurfacing Contract – Alternate 3	($658,234.21)
2025 Concrete Replacement Contract – Base Bid	($473,071.26)
2025 Concrete Replacement Contract – Alternate 1	($143,437.00)
2025 Concrete Replacement Contract – Alternate 2	($437,736.82)
2025 Concrete Replacement Contract – Alternate 3	($135,246.18)
2025 Street Resurfacing Contract Contingency (15%)	($468,615.25)
2025 Concrete Replacement Contract Contingency (15%)	($156,223.69)
2025 Pavement Crack Seal Contract (Future Award)	($250,000.00)
Total Expenses:	**($5,188,431.88)**
Remaining Funds	**($188,431.88)**

Projected Expenses (CONCRETE REPLACEMENT) 301312-660022

Description	Amount
2025 Concrete Replacement Project	($115,000)
Total Expenses:	**($115,000)**
Remaining Funds	**$0**

Projected Expenses (PROF SERV - CONC/SIDEWALK/TRL) 211751-547110

Description	Amount
2025 Concrete Replacement Project	($18,000)
Total Expenses:	**($18,000)**
Remaining Funds	**$0**

Projected Expenses (PARTS/REPAIRS/MAINT-GROUNDS) 210757-550030

Description	Amount
2025 Concrete Replacement Project	($15,000)
Total Expenses:	**($15,000)**
Remaining Funds	**$0**

Total Concrete Contract Summary

Description	Account	Amount
ANNUAL RESURFACING PROGRAM	301312-660012	$1,189,491.26
CONCRETE REPLACEMENT	301312-660022	$115,000.00
PROF SERV - CONC/SIDEWALK/TRL	211751-547110	$18,000.00
PARTS/REPAIRS/MAINT-GROUNDS	210757-550030	$15,000.00
Contingency	301312-660012	$156,223.69
	Total Contract:	**$1,493,714.95**

Total Resurfacing Contract Summary

Description	Account	Amount
ANNUAL RESURFACING PROGRAM	301312-660012	$3,124,101.68
Contingency	301312-660012	$468,615.25
	Total Contract:	**$3,592,716.93**

NOTE: Selection of “Option 3” will require a **budget amendment** in the amount of $188,431.88 to account # 301312-660012. This amount is less than the project contingency and likely would not be used.

PROGRAM/SUB-PROGRAM:
The recommended contracts support the Transportation-Infrastructure Maintenance goal of providing a safe, well-maintained effective and efficient multimodal transportation system at a reasonable cost.

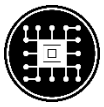
STAFF RECOMMENDATION:

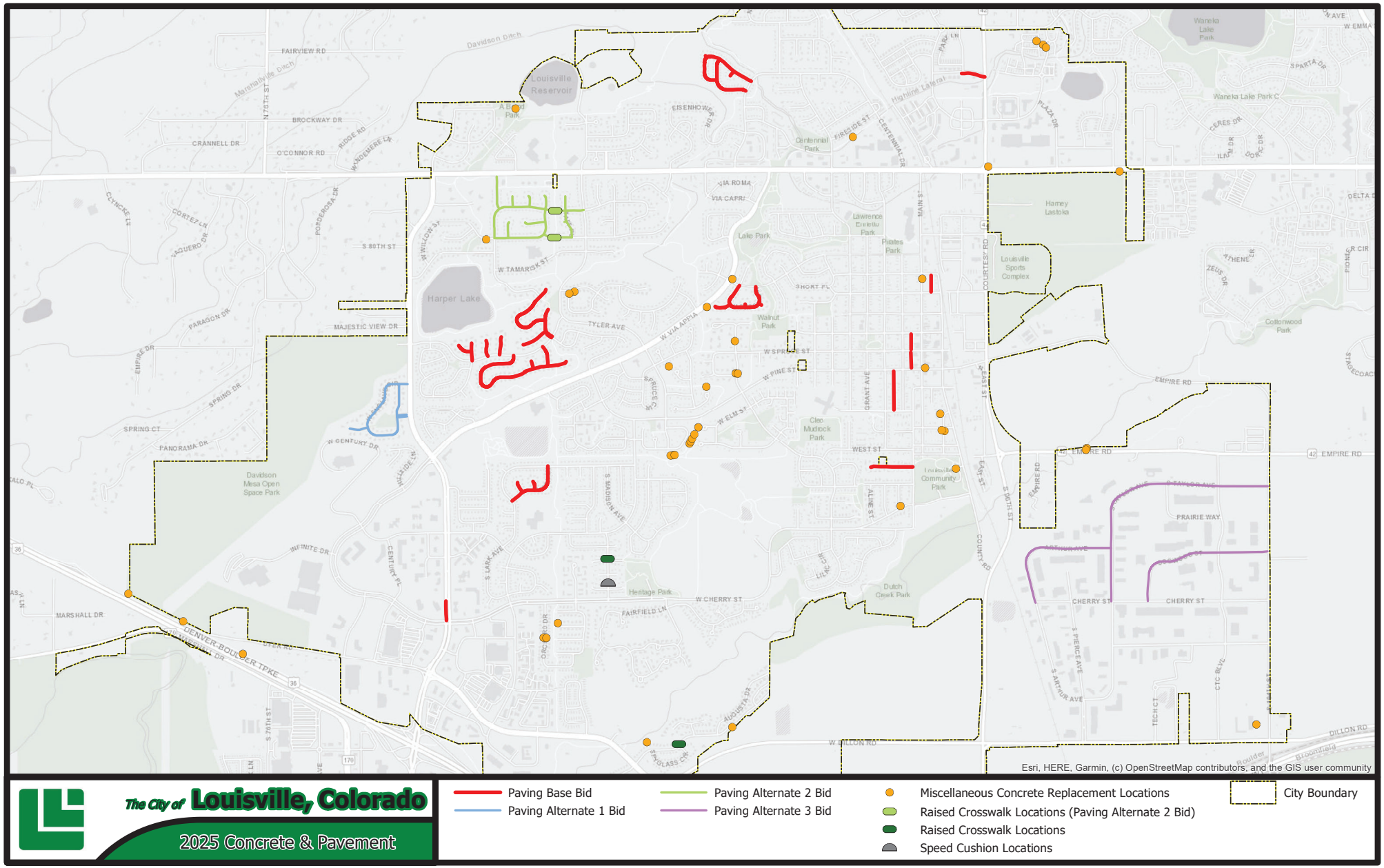
1) Staff recommends approval and award of the 2025 Concrete Replacement Project contract with Stone and Concrete for $621,071.26 plus a 15% contingency in the amount of $93,160.69 for a total authorized amount of $714,231.95 and to authorize the Mayor, City Manager, Public Works Director, and City Clerk to sign and execute contract documents on behalf of the City.

2) Staff recommends approval and award of the 2025 Street Resurfacing Project contract with Martin Marietta for $1,542,439.42 plus a 15% contingency in the amount of $231,365.91 for a total authorized amount of $1,773.805.33 and to authorize the Mayor, City Manager, Public Works Director, and City Clerk to sign and execute contract documents on behalf of the City.

ATTACHMENT(S):
1. 2025 Pavement and Concrete Program Map
2. Stone and Concrete Contract (Concrete)
3. Martin Marietta Contract (Street Resurfacing)

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**


The City of Louisville, Colorado
2025 Concrete & Pavement
Paving Base Bid
Paving Alternate 1 Bid
Paving Alternate 2 Bid
Paving Alternate 3 Bid
Miscellaneous Concrete Replacement Locations
Raised Crosswalk Locations (Paving Alternate 2 Bid)
Raised Crosswalk Locations
Speed Cushion Locations
City Boundary
Esri, HERE, Garmin, (c) OpenStreetMap contributors, and the GIS user community

Agreement

THIS AGREEMENT is made and entered into this _this 4th day of March in the year 2025 by and between:

CITY OF LOUISVILLE, COLORADO
(hereinafter called OWNER)

and

Stone and Concrete, Inc.
(hereinafter called CONTRACTOR)

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows.

Article 1. Work

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

PROJECT: **2025 CONCRETE REPLACEMENT PROJECT**
PROJECT NUMBER: **301312-660022**

Article 2. Contract Times

2.1. The CONTRACTOR shall substantially complete all work within __ **Contract Days** from the date when the Contract Time commences to run as identified in the Notice to Proceed. The Work shall be completed and ready for final payment in accordance with paragraph 14.13 of the General Conditions.

2.2. LIQUIDATED DAMAGES. The OWNER and the CONTRACTOR agree and recognize that time is of the essence in this contract and that the OWNER will suffer financial loss if the Work is not substantially complete by the date specified in paragraph 2.1 above, plus any extensions thereof allowed in accordance with the Article 12 of the General Conditions. OWNER and CONTRACTOR also agree that such damages are uncertain in amount and difficult to measure accurately. Accordingly, the OWNER and CONTRACTOR agree that as liquidated damages, and not as a penalty, for delay in performance the CONTRACTOR shall pay the OWNER **ONE THOUSAND DOLLARS ($1,000)** for each and every **Contract Day** and portion thereof that expires after the time specified above for substantial completion of the Work until the same is finally complete and ready for final payment. The liquidated damages herein specified shall only apply to the CONTRACTOR's delay in performance, and shall not include litigation or attorneys' fees incurred by the OWNER, or other incidental or consequential damages suffered by the OWNER due to the CONTRACTOR's performance. If the OWNER charges liquidated damages to the CONTRACTOR, this shall not preclude the OWNER from commencing an action against the CONTRACTOR for other actual harm resulting from the CONTRACTOR's performance, which is not due to the CONTRACTOR's delay in performance.

Article 3. Contract Price

3.1. The OWNER shall pay in current funds, and the CONTRACTOR agrees to accept in full payment for performance of the Work, subject to additions and deductions from extra and/or omitted work and determinations of actual quantities as provided in the Contract Documents, the Contract Price of _____dollars $ _____ set forth in the Bid Form of the CONTRACTOR dated February 12, 2025.

As provided in paragraph 11.9 of the General Conditions estimated quantities are not guaranteed, and determinations of actual quantities and classification are to be made by ENGINEER as provided in paragraph 9.10 of the General Conditions. Unit prices have been computed as provided in paragraph 11.9 of the General Conditions.

Article 4. Payment Procedures

CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by OWNER as provided in the General Conditions.

4.1 PROGRESS PAYMENTS. OWNER shall make progress payments on the basis of CONTRACTOR's Applications for Payment as recommended by ENGINEER, on or about the third Wednesday of each month during construction as provided below. All progress payments will be on the basis of the progress of the Unit Price Work based on the number of units completed as provided in the General Conditions.

4.1.1.1 Prior to final completion and acceptance, progress payments will be made in the amount equal to 95 percent of the calculated value of completed Work, and/or 95 percent of materials and equipment not incorporated in the Work (but delivered, suitably stored and accompanied by documentation satisfactory to OWNER as provided in 14.2 of the General Conditions), but in each case, less the aggregate of payments previously made and such less amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with paragraph 14.7 of the General Conditions.

If OWNER finds that satisfactory progress is being made in any phase of the Work, it may, in its discretion and upon written request by the CONTRACTOR, authorize final payment from the withheld percentage to the CONTRACTOR or subcontractors who have completed their work in a manner finally acceptable to the OWNER. Before any such payment may be made, the OWNER must, in an exercise of its discretion, determine that satisfactory and substantial reasons exist for the payment and there must be provided to the OWNER written approval from any surety furnishing bonds for the Work.

Nothing contained in this provision shall preclude the OWNER and CONTRACTOR from making other arrangements consistent with C.R.S. 24-91-105 prior to contract award.

4.2 FINAL PAYMENT. Upon final completion and acceptance of the Work in accordance with paragraph 14.13 of the General Conditions, OWNER shall pay the remainder of the Contract Price as provided in said paragraph 14.13 of the General Conditions.

Article 5. Contractor's Representations

In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

5.1. CONTRACTOR has examined and carefully studied the Contract Documents, (including the Addenda listed in paragraph 6.10) and the other related data identified in the Bidding Documents including "technical".

5.2. CONTRACTOR has inspected the site and become familiar with and is satisfied as to the general, local

and site conditions that may affect cost, progress, performance or furnishing of the Work.

5.3. CONTRACTOR is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress and furnishing of the Work.

5.4. CONTRACTOR has carefully studied all reports of exploration and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions relating to surface or subsurface structures at or contiguous to the site (Except Underground facilities) which have been identified in the General Conditions as provided in paragraph 4.2.1 of the General Conditions. CONTRACTOR accepts the determination set forth in paragraph 4.2 of the General Conditions. CONTRACTOR acknowledges that such reports and drawings are not Contract Documents and may not be complete for CONTRACTOR's purposes. CONTRACTOR acknowledges that OWNER and ENGINEER do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to such reports, drawings or to Underground Facilities at or contiguous to the site. CONTRACTOR has conducted, obtained and carefully studied (or assume responsibility for having done so) all necessary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto. CONTRACTOR does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.

5.5. CONTRACTOR has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports, studies or similar information or data in respect of said Underground Facilities are or will be required by CONTRACTOR in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraph 4.3 of the General Conditions.

5.6. CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the site that relates to the Work as indicated in the Contract Documents.

5.7. CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests studies and data with the Contract Documents.

5.8. CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that CONTRACTOR has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing the Work.

Article 6. Contract Documents

The Contract Documents, which constitute the entire agreement between OWNER and CONTRACTOR concerning the Work, are all written documents, which define the Work and the obligations of the Contractor in performing the Work and the OWNER in providing compensation for the Work. The Contract Documents include the following:

6.1. Invitation to Bid.

6.2. Instruction to Bidders.
6.3. Bid Form.
6.4. This Agreement.
6.5. General Conditions.
6.6. Supplementary Conditions.
6.7. General Requirements.
6.8. Technical Specifications.
6.9. Drawings with each sheet bearing the title: **2025 Concrete Replacement Project.**
6.10. Change Orders, Addenda and other documents which may be required or specified including:
- 6.10.1. Addenda No. __ to ___ exclusive
- 6.10.2. Documentation submitted by CONTRACTOR prior to Notice of Award
- 6.10.3. Schedule of Subcontractors
- 6.10.4. Anti-Collusion Affidavit
- 6.10.5. Certification of EEO Compliance
- 6.10.6. Notice of Award
- 6.10.7. Performance Bond
- 6.10.8. Labor and Material Payment Bond
- 6.10.9. Certificates of Insurance
- 6.10.10. Notice to Proceed
- 6.10.11. Contractor's Proposal Request
- 6.10.12. Contractor's Overtime Request
- 6.10.13. Field Order
- 6.10.14. Work Change Directive
- 6.10.15. Change Order
- 6.10.16. Application for Payment
- 6.10.17. Certificate of Substantial Completion
- 6.10.18. Claim Release
- 6.10.19. Final Inspection Report
- 6.10.20. Certificate of Final Completion
- 6.10.21. Guarantee Period Inspection Report

6.11. The following which may be delivered or issued after the Effective Date of the Agreement and are attached hereto: All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents pursuant to paragraphs 3.5 and 3.6 of the General Conditions.

6.12. In the event of conflict between the above documents, the prevailing document shall be as follows:
1. Permits from other agencies as may be required.
2. Special Provisions and Detail Drawings.
3. Technical Specifications and Drawings. Drawings and Technical Specifications are intended to be complementary. Anything shown or called for in one and omitted in another is binding as if called for or shown by both.
4. Supplementary Conditions.
5. General Conditions.
6. City of Louisville Design and Construction Standards.
7. Reference Specifications.

In case of conflict between prevailing references above, the one having the more stringent requirements shall govern.

There are no Contract Documents other than those listed above in this Article 6. The Contract Documents may only be amended, modified, or supplemented as provided in paragraphs 3.5 and 3.6 of the General Conditions.

Article 7. Miscellaneous

7.1. Terms used in this Agreement, which are defined in Article 1 of the General Conditions, shall have the meanings indicated in the General Conditions.

7.2. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge that assignor from any duty or responsibility under the Contract Documents.

7.3. OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

7.4. OWNER AND CONTRACTOR consent to the use of electronic signatures on the Contract Documents. This Agreement, and any other Contract Documents requiring a signature hereunder, may be signed electronically by the Parties in the manner specified under the Uniform Electronic Transactions Act, Title 24, Article 71.3, Part 1, C.R.S.; provided that, electronic records of, and electronic signatures on, any required bonds, including required Performance, Labor and Material Payment, and Warranty Bonds, must be acceptable to the Contractor's selected surety. The Parties agree not to deny the legal effect or enforceability of a Contract Document solely because the document is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of a Contract Document in the form of an electronic record, or a paper copy of an electronic document, or a paper copy or electronic record of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

Article 8. Other Provisions

IN WITNESS WHEREOF, OWNER, and CONTRACTOR have signed this Agreement in duplicate. One counterpart each has been delivered to OWNER and CONTRACTOR. All portions of the Contract Documents have been signed, initialed, or identified by OWNER and CONTRACTOR.

This Agreement will be effective on _____, 2025.

OWNER: CITY OF LOUISVILLE, COLORADO

By: _____
Christopher M. Leh, Mayor

(CORPORATE SEAL)

Attest: _____
Meredyth Muth, City Clerk

Address for giving notices:

749 Main Street
Louisville, Colorado
80027

Attention: City Engineer

CONTRACTOR: _____

By: _____

(CORPORATE SEAL)

Attest: _____

Address for giving notices:

_____

_____

_____

Agreement

THIS AGREEMENT is made and entered into this 4th day of March in the year 2025 by and between:

CITY OF LOUISVILLE, COLORADO
(hereinafter called OWNER)

and

Martin Marietta Materials, Inc.
(hereinafter called CONTRACTOR)

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows.

Article 1. Work

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

PROJECT: **2025 STREET RESURFACING PROJECT**
PROJECT NUMBER: **301312-660012**

Article 2. Contract Times

2.1. The CONTRACTOR shall substantially complete all work within ___ **Contract Days** from the date when the Contract Time commences to run as identified in the Notice to Proceed. The Work shall be completed and ready for final payment in accordance with paragraph 14.13 of the General Conditions.

2.2. LIQUIDATED DAMAGES. OWNER and CONTRACTOR agree and recognize that time is of the essence in this contract and that OWNER will suffer financial loss if the Work is not substantially complete by the date specified in paragraph 2.1 above, plus any extensions thereof allowed in accordance with the Article 12 of the General Conditions. OWNER and CONTRACTOR also agree that such damages are uncertain in amount and difficult to measure accurately. Accordingly, OWNER and CONTRACTOR agree that as liquidated damages, and not as a penalty, for delay in performance CONTRACTOR shall pay OWNER **ONE THOUSAND DOLLARS ($1,000)** for each and every **Contract Day** and portion thereof that expires after the time specified above for substantial completion of the Work until the same is finally complete and ready for final payment. The liquidated damages herein specified shall only apply to CONTRACTOR's delay in performance, and shall not include litigation or attorneys' fees incurred by OWNER, or other incidental or consequential damages suffered by OWNER due to CONTRACTOR's performance. If OWNER charges liquidated damages to CONTRACTOR, this shall not preclude OWNER from commencing an action against CONTRACTOR for other actual harm resulting from CONTRACTOR's performance, which is not due to CONTRACTOR's delay in performance.

Article 3. Contract Price

3.1. OWNER shall pay in current funds, and the CONTRACTOR agrees to accept in full payment for performance of the Work, subject to additions and deductions from extra and/or omitted work and determinations of actual quantities as provided in the Contract Documents, the Contract Price of _____dollars $ _____ set forth in the Bid Form of the CONTRACTOR dated February 12, 2025.

As provided in paragraph 11.9 of the General Conditions estimated quantities are not guaranteed, and determinations of actual quantities and classification are to be made by ENGINEER as provided in paragraph 9.10 of the General Conditions. Unit prices have been computed as provided in paragraph 11.9 of the General Conditions.

Article 4. Payment Procedures

CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by OWNER as provided in the General Conditions.

4.1 PROGRESS PAYMENTS. OWNER shall make progress payments on the basis of CONTRACTOR's Applications for Payment as recommended by ENGINEER, on or about the third Wednesday of each month during construction as provided below. All progress payments will be on the basis of the progress of the Unit Price Work based on the number of units completed as provided in the General Conditions.

4.1.1.1 Prior to final completion and acceptance, progress payments will be made in the amount equal to 95 percent of the calculated value of completed Work, and/or 95 percent of materials and equipment not incorporated in the Work (but delivered, suitably stored and accompanied by documentation satisfactory to OWNER as provided in 14.2 of the General Conditions), but in each case, less the aggregate of payments previously made and such less amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with paragraph 14.7 of the General Conditions.

If OWNER finds that satisfactory progress is being made in any phase of the Work, it may, in its discretion and upon written request by CONTRACTOR, authorize final payment from the withheld percentage to CONTRACTOR or subcontractors who have completed their work in a manner finally acceptable to OWNER. Before any such payment may be made, OWNER must, in an exercise of its discretion, determine that satisfactory and substantial reasons exist for the payment and there must be provided to OWNER written approval from any surety furnishing bonds for the Work.

Nothing contained in this provision shall preclude OWNER and CONTRACTOR from making other arrangements consistent with C.R.S. 24-91-105 prior to contract award.

4.2 FINAL PAYMENT. Upon final completion and acceptance of the Work in accordance with paragraph 14.13 of the General Conditions, OWNER shall pay the remainder of the Contract Price as provided in said paragraph 14.13 of the General Conditions.

Article 5. Contractor's Representations

In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

5.1. CONTRACTOR has examined and carefully studied the Contract Documents, (including the Addenda listed in paragraph 6.10) and the other related data identified in the Bidding Documents including "technical".

5.2. CONTRACTOR has inspected the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Work.

5.3. CONTRACTOR is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress and furnishing of the Work.

5.4. CONTRACTOR has carefully studied all reports of exploration and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions relating to surface or subsurface structures at or contiguous to the site (Except Underground facilities) which have been identified in the General Conditions as provided in paragraph 4.2.1 of the General Conditions. CONTRACTOR accepts the determination set forth in paragraph 4.2 of the General Conditions. CONTRACTOR acknowledges that such reports and drawings are not Contract Documents and may not be complete for CONTRACTOR's purposes. CONTRACTOR acknowledges that OWNER and ENGINEER do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to such reports, drawings or to Underground Facilities at or contiguous to the site. CONTRACTOR has conducted, obtained and carefully studied (or assume responsibility for having done so) all necessary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto. CONTRACTOR does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.

5.5. CONTRACTOR has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports, studies or similar information or data in respect of said Underground Facilities are or will be required by CONTRACTOR in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraph 4.3 of the General Conditions.

5.6. CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the site that relates to the Work as indicated in the Contract Documents.

5.7. CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests studies and data with the Contract Documents.

5.8. CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that CONTRACTOR has discovered in the Contract Documents and the written resolution thereof by

ENGINEER is acceptable to CONTRACTOR, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing the Work.

Article 6. Contract Documents

The Contract Documents, which constitute the entire agreement between OWNER and CONTRACTOR concerning the Work, are all written documents, which define the Work and the obligations of CONTRACTOR in performing the Work and OWNER in providing compensation for the Work. The Contract Documents include the following:

6.1. Invitation to Bid.
6.2. Instruction to Bidders.
6.3. Bid Form.
6.4. This Agreement.
6.5. General Conditions.
6.6. Supplementary Conditions.
6.7. General Requirements.
6.8. Technical Specifications.
6.9. Drawings with each sheet bearing the title: **2025 Street Resurfacing Project.**
6.10. Change Orders, Addenda and other documents which may be required or specified including:
- 6.10.1. Addenda No. __ to ___ exclusive
- 6.10.2. Documentation submitted by CONTRACTOR prior to Notice of Award
- 6.10.3. Schedule of Subcontractors
- 6.10.4. Anti-Collusion Affidavit
- 6.10.5. Certification of EEO Compliance
- 6.10.6. Notice of Award
- 6.10.7. Performance Bond
- 6.10.8. Labor and Material Payment Bond
- 6.10.9. Certificates of Insurance
- 6.10.10. Notice to Proceed
- 6.10.11. Contractor's Proposal Request
- 6.10.12. Contractor's Overtime Request
- 6.10.13. Field Order
- 6.10.14. Work Change Directive
- 6.10.15. Change Order
- 6.10.16. Application for Payment
- 6.10.17. Certificate of Substantial Completion
- 6.10.18. Claim Release
- 6.10.19. Final Inspection Report
- 6.10.20. Certificate of Final Completion
- 6.10.21. Guarantee Period Inspection Report

6.11. The following which may be delivered or issued after the Effective Date of the Agreement and are attached hereto: All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents pursuant to paragraphs 3.5 and 3.6 of the General Conditions.

6.12. In the event of conflict between the above documents, the prevailing document shall be as follows:
1. Permits from other agencies as may be required.
2. Special Provisions and Detail Drawings.
3. Technical Specifications and Drawings. Drawings and Technical Specifications are intended to be complementary. Anything shown or called for in one and omitted in another is binding as if called for or shown by both.

4. Supplementary Conditions.
5. General Conditions.
6. City of Louisville Design and Construction Standards.
7. Reference Specifications.

In case of conflict between prevailing references above, the one having the more stringent requirements shall govern.

There are no Contract Documents other than those listed above in this Article 6. The Contract Documents may only be amended, modified, or supplemented as provided in paragraphs 3.5 and 3.6 of the General Conditions.

Article 7. Miscellaneous

7.1. Terms used in this Agreement, which are defined in Article 1 of the General Conditions, shall have the meanings indicated in the General Conditions.

7.2. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge that assignor from any duty or responsibility under the Contract Documents.

7.3. OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

7.4. OWNER and CONTRACTOR consent to the use of electronic signatures on the Contract Documents. This Agreement, and any other Contract Documents requiring a signature hereunder, may be signed electronically by the Parties in the manner specified under the Uniform Electronic Transactions Act, Title 24, Article 71.3, Part 1, C.R.S.; provided that, electronic records of, and electronic signatures on, any required bonds, including required Performance, Labor and Material Payment, and Warranty Bonds, must be acceptable to CONTRACTOR's selected surety. The Parties agree not to deny the legal effect or enforceability of a Contract Document solely because the document is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of a Contract Document in the form of an electronic record, or a paper copy of an electronic document, or a paper copy or electronic record of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

Article 8. Other Provisions

IN WITNESS WHEREOF, OWNER, and CONTRACTOR have signed this Agreement in duplicate. One counterpart each has been delivered to OWNER and CONTRACTOR. All portions of the Contract Documents have been signed, initialed, or identified by OWNER and CONTRACTOR.

This Agreement will be effective on _____, 2025.

OWNER: CITY OF LOUISVILLE, COLORADO

By: _____
Christopher M. Leh, Mayor

(CORPORATE SEAL)

Attest: _____
Meredyth Muth, City Clerk

Address for giving notices:

749 Main Street
Louisville, Colorado
80027

Attention: City Engineer

CONTRACTOR: _____

By: _____

(CORPORATE SEAL)

Attest: _____

Address for giving notices:

_____

_____

_____

SUBJECT: APPROVAL OF WILDFIRE MITIGATION CAMPAIGN DEVELOPMENT CONTRACT WITH FORS MARSH

DATE: MARCH 4, 2025

PRESENTED BY: KIANA FREEMAN, RECOVERY & RESILIENCE MANAGER

SUMMARY:
Following the Marshall Fire (2021), the City of Louisville is committed to implementing a comprehensive wildfire mitigation campaign. This initiative aims to enhance community preparedness, improve infrastructure resilience, and promote responsible land management practices. By prioritizing wildfire mitigation, the City strives to protect residents, preserve natural resources, and ensure a safer, more sustainable future. To effectively tackle the complex challenges posed by wildfires, multiple city departments are collaborating to implement mitigation initiatives.

The Recovery & Resilience division was implemented to oversee preparedness and mitigation efforts for all-hazards. Part of the division's role is to connect with community members and work on improving the resilience of private properties. Currently, the division has hosted a variety of meetings and educational discussions around mitigation strategies for homeowners. The division has also worked with external partners such as the Louisville Fire Protection District and Wildfire Partners on educational resources for the community.

The Community Development department has implemented multiple policy changes to codes and ordinances to increase the resilience of Louisville. The City is implementing a home hardening code to residential structures. This change to the residential code is aimed to ensure homeowners are taking mitigation measures on their homes and properties. More information about the home-hardening code can be found on the City website.

The Parks, Recreation and Open Space Department has implemented multiple mitigation programs across public lands. Cattle and goats have been contracted to graze on open space land to remove vegetation that could put the City at risk and improve soil quality. The department also has implemented a weed management structure through an Integrated Weed Management Plan (IWMP) on 1,435 acres of land and increased perimeter mowing to create a larger fire break. Open Space has hosted multiple volunteer events such as removal of woody debris from public lands and educational events for the community about what mitigation strategies the City has. Finally, the department hired consultants to develop a Wildfire Risk Assessment (WRA) and story map to outline the identification of hazards and risks and the development of mitigation opportunities for Louisville's public lands to be more resilient against future events. This WRA and the story map will be a vital tool for this scope of work.

Implementing a wildfire mitigation campaign is critical for the City to enhance safety, protect property, and preserve the natural environment. To achieve these goals, the City would like to contract Fors Marsh to fulfill the scope outlined in this RFP. Through the request for proposal process and interviews, Fors Marsh showed experience and a comprehensive approach to wildfire resilience that will benefit the community and provide a proactive approach toward preparedness. Full project expectations are defined in the scope of work and include bringing all of the City's wildfire mitigation information together in one place, increasing wildfire risk awareness, increasing understanding of wildfire mitigation strategies, and provide the community with simple approachable education to drive risk-informed decisions.

FISCAL IMPACT:
This consulting project will be funded through the Colorado State Forest Service grant which was awarded to the City of Louisville in 2023. Part of the original grant was for a full-time staff member; however, CSFS has rescoped the grant to allow the City to hire professional consulting services for this project. Staff will reallocate the grant funds from the vacant staff position to the professional service account, which will be amended in the May 6, 2025 budget amendment.

PROGRAM/SUB-PROGRAM IMPACT:
Administrative Services

RECOMMENDATION:
Approve Wildfire Mitigation Campaign contract with Fors Marsh.

ATTACHMENT(S):
1. City of Louisville & Fors Marsh Contract of Services

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**

AN AGREEMENT BY AND BETWEEN THE CITY OF LOUISVILLE AND FORS MARSH FOR CONSULTING SERVICES

1).0 PARTIES

This AGREEMENT FOR CONSULTING SERVICES (this "Agreement") is made and entered into this ____ day of _____, 20___ (the "Effective Date"), by and between the **City of Louisville**, a Colorado home rule municipal corporation, hereinafter referred to as the "City", and Fors Marsh, a Virginia limited liability company hereinafter referred to as the "Consultant".

2).0 RECITALS AND PURPOSE

a) The City desires to engage the Consultant for the purpose of providing consulting services as further set forth in the Consultant's Scope of Services (which services are hereinafter referred to as the "Services").

b) The Consultant represents that it has the special expertise, qualifications and background necessary to complete the Services.

3).0 SCOPE OF SERVICES

The Consultant agrees to provide the City with the specific Services and to perform the specific tasks, duties and responsibilities set forth in Scope of Services attached hereto as Exhibit "A" and incorporated herein by reference.

4).0 COMPENSATION

a) The City shall pay the Consultant for services under this agreement a total not to exceed the amounts set forth in Exhibit "B" attached hereto and incorporated herein by this reference. [Further revise as needed to reflect whether contract is hourly of flat amount]. The City shall not pay mileage and other reimbursable expenses (such as meals, parking, travel expenses, necessary memberships, etc.), unless such expenses are (1) clearly set forth in the Scope of Services, and (2) necessary for performance of the Services ("Pre-Approved Expenses"). The foregoing amounts of compensation shall be inclusive of all costs of whatsoever nature associated with the Consultant's efforts, including but not limited to salaries, benefits, overhead, administration, profits, expenses, and outside consultant fees. The Scope of Services and payment therefor shall only be changed by a properly authorized amendment to this Agreement. No City employee has the authority to bind the City with regard to any payment for any services which exceeds the amount payable under the terms of this Agreement.

b) The Consultant shall submit monthly an invoice to the City for Services rendered and a detailed expense report for Pre-Approved Expenses incurred during the

previous month. The invoice shall document the Services provided during the preceding month, identifying by work category and subcategory the work and tasks performed and such other information as may be required by the City. The Consultant shall provide such additional backup documentation as may be required by the City. The City shall pay the invoice within thirty (30) days of receipt unless the Services or the documentation therefor are unsatisfactory. Payments made after thirty (30) days may be assessed an interest charge of one percent (1%) per month unless the delay in payment resulted from unsatisfactory work or documentation therefor.

5).0 PROJECT REPRESENTATION

a) The City designates Kiana Freeman, Recovery & Resilience Manager, as the responsible City staff to provide direction to the Consultant during the conduct of the Services. The Consultant shall comply with the directions given by the Recovery & Resilience Manager and such person's designees.

b) The Consultant designates Natalie Adler as its project manager and as the principal in charge who shall be providing the Services under this Agreement. [The Services shall not be provided by persons other than Natalie Adler. [or] [Should any of the representatives be replaced, particularly Natalie Adler, and such replacement require the City or the Consultant to undertake additional reevaluations, coordination, orientations, etc., the Consultant shall be fully responsible for all such additional costs and services.]

6).0 TERM

6.1 The term of this Agreement shall be from the Effective Date to December 31, 2026, unless sooner terminated pursuant to Section 13, below. The Consultant's Services under this Agreement shall commence on the Effective Date and Consultant shall proceed with diligence and promptness so that the Services are completed in a timely fashion consistent with the City's requirements.

6.2 Nothing in this Agreement is intended or shall be deemed or construed as creating any multiple-fiscal year direct or indirect debt or financial obligation on the part of the City within the meaning of Colorado Constitution Article X, Section 20 or any other constitutional or statutory provision. All financial obligations of the City under this Agreement are subject to annual budgeting and appropriation by the Louisville City Council, in its sole discretion. Notwithstanding anything in this Agreement to the contrary, in the event of non-appropriation, this Agreement shall terminate effective December 31 of the then-current fiscal year.

7).0 INSURANCE

a) The Consultant agrees to procure and maintain, at its own cost, the policies of insurance set forth in Subsections 7.1.1 through 7.1.4. The Consultant shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant

to this Agreement by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types. The coverages required below shall be procured and maintained with forms and insurers acceptable to the City. All coverages shall be continuously maintained from the date of commencement of services hereunder. The required coverages are:

7.1.1 Workers' Compensation insurance as required by the Labor Code of the State of Colorado and Employers Liability Insurance. Evidence of qualified self-insured status may be substituted.

7.1.2 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. The policy shall include the City of Louisville, its officers and its employees, as additional insureds, with primary coverage as respects the City of Louisville, its officers and its employees, and shall contain a severability of interests provision.

7.1.3 Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than FOUR HUNDRED THOUSAND DOLLARS ($400,000) 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 Consultant's owned, hired or non-owned vehicles assigned to or used in performance of the services. The policy shall contain a severability of interests provision. If the Consultant has no owned automobiles, the requirements of this paragraph shall be met by each employee of the Consultant providing services to the City of Louisville under this Agreement.

7.1.4 Professional Liability coverage with minimum combined single limits of ONE MILLION DOLLARS ($1,000,000) each occurrence and ONE MILLION DOLLARS ($1,000,000) aggregate.

1.5 The Consultant's general liability insurance, automobile liability and physical damage insurance, and professional liability insurance shall be endorsed to include the City, and its elected and appointed officers and employees, as additional insureds, unless the City in its sole discretion waives such requirement. 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 the Consultant. Such policies shall contain a severability of interests provision. The Consultant shall be solely responsible for any deductible losses under each of the policies required above.

2.5 Certificates of insurance shall be provided by the Consultant 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. No

required coverage shall be cancelled, terminated or materially changed until at least 30 days' prior written notice has been given to the City. The City reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

3.5 Failure on the part of the Consultant to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of contract upon which the City may immediately terminate this Agreement, 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 Consultant to the City upon demand, or the City may offset the cost of the premiums against any monies due to Consultant from the City.

4.5 The parties understand and agree that the City is relying on, and does not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, § 24-10-101 et seq., C.R.S., as from time to time amended, or otherwise available to the City, its officers, or its employees.

8).0 INDEMNIFICATION

To the fullest extent permitted by law, the Consultant agrees to indemnify and hold harmless the City, and its elected and appointed officers and its employees, from and against all liability, claims, and demands, on account of any injury, loss, or damage, which arise out of or are connected with the services hereunder, if and to the extent such injury, loss, or damage is caused by the negligent act, omission, or other fault of the Consultant or any subcontractor of the Consultant, or any officer, employee, or agent of the Consultant or any subcontractor, or any other person for whom Consultant is responsible. The Consultant shall investigate, handle, respond to, and provide defense for and defend against any such liability, claims, and demands. The Consultant shall further bear all other costs and expenses incurred by the City or Consultant and related to any such liability, claims and demands, including but not limited to court costs, expert witness fees and attorneys' fees if the court determines that these incurred costs and expenses are related to such negligent acts, errors, and omissions or other fault of the Consultant. [Notwithstanding the foregoing, Consultant's duty to defend, indemnify and hold harmless the City, and its elected and appointed officials and employees as set forth in this section shall only arise upon determination, by adjudication, alternative dispute resolution, or mutual agreement between Consultant and the City, of the Consultant's liability or fault.] The City shall be entitled to its costs and attorneys' fees incurred in any action to enforce the provisions of this Section 8.0. The Consultant's indemnification obligation shall not be construed to extend to any injury, loss, or damage which is caused by the act, omission, or other fault of the City.

9).0 QUALITY OF WORK

Consultant's professional services shall be in accordance with the prevailing standard of practice normally exercised in the performance of services of a similar nature in the Denver metropolitan area.

10).0 INDEPENDENT CONTRACTOR

It is the expressed intent of the parties that the Consultant is an independent contractor and not the agent, employee or servant of the City, and that:

10.1. Consultant shall satisfy all tax and other governmentally imposed responsibilities including but not limited to, payment of state, federal, and social security taxes, unemployment taxes, worker's compensation and self-employment taxes. No state, federal or local taxes of any kind shall be withheld or paid by the City.

1.10. Consultant is not entitled to worker's compensation benefits except as may be provided by the Consultant nor to unemployment insurance benefits unless unemployment compensation coverage is provided by the Consultant or some entity other than the City.

1.11. Consultant does not have the authority to act for the City, or to bind the City in any respect whatsoever, or to incur any debts or liabilities in the name of or on behalf of the City.

1.12. Consultant has and retains control of and supervision over the performance of Consultant's obligations hereunder and control over any persons employed by Consultant for performing the Services hereunder.

1.13. The City will not provide training or instruction to Consultant or any of its employees regarding the performance of the Services hereunder.

1.14. Neither the Consultant nor any of its officers or employees will receive benefits of any type from the City.

1.15. Consultant represents that it is engaged in providing similar services to other clients and/or the general public and is not required to work exclusively for the City.

1.16. All Services are to be performed solely at the risk of Consultant and Consultant shall take all precautions necessary for the proper and sole performance thereof.

1.17. Consultant will not combine its business operations in any way with the City's business operations and each party shall maintain their operations as separate and distinct.

11).0 ASSIGNMENT

Except as provided in section 22.0 hereof, Consultant shall not assign or delegate this Agreement or any portion thereof, or any monies due or to become due hereunder without the City's prior written consent.

12).0 DEFAULT

Each and every term and condition hereof shall be deemed to be a material element of this Agreement. In the event either party should fail or refuse to perform according to the terms of this Agreement, such party may be declared in default.

13).0 TERMINATION

a) This Agreement may be terminated by either party for material breach or default of this Agreement by the other party not caused by any action or omission of the other party by giving the other party written notice at least thirty (30) days in advance of the termination date. Termination pursuant to this subsection shall not prevent either party from exercising any other legal remedies which may be available to it.

b) In addition to the foregoing, this Agreement may be terminated by the City for its convenience and without cause of any nature by giving written notice at least fifteen (15) days in advance of the termination date. In the event of such termination, the Consultant will be paid for the reasonable value of the services rendered to the date of termination, not to exceed a pro-rated daily rate, for the services rendered to the date of termination, and upon such payment, all obligations of the City to the Consultant under this Agreement will cease. Termination pursuant to this subsection shall not prevent either party from exercising any other legal remedies which may be available to it.

14).0 INSPECTION AND AUDIT

The City and its duly authorized representatives shall have access to any books, documents, papers, and records of the Consultant that are related to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

15).0 DOCUMENTS

All computer input and output, analyses, plans, documents photographic images, tests, maps, surveys, electronic files and written material of any kind generated in the performance of this Agreement or developed for the City in performance of the Services are and shall remain the sole and exclusive property of the City. All such materials shall be promptly provided to the City upon request therefor and at the time of termination of this Agreement, without further charge or expense to the City. Consultant shall not provide copies of any such material to any other party without the prior written consent of the City.

16).0 ENFORCEMENT

a) In the event that suit is brought upon this Agreement to enforce its terms, the prevailing party shall be entitled to its reasonable attorneys' fees and related court costs.

b) This Agreement shall be deemed entered into in Boulder County, Colorado, and shall be governed by and interpreted under the laws of the State of Colorado. Any action arising out of, in connection with, or relating to this Agreement shall be filed in the District Court of Boulder County of the State of Colorado, and in no other court. Consultant hereby waives its right to challenge the personal jurisdiction of the District Court of Boulder County of the State of Colorado over it.

17).0 COMPLIANCE WITH LAWS

1.2 Consultant shall be solely responsible for compliance with all applicable federal, state, and local laws, including the ordinances, resolutions, rules, and regulations of the City; for payment of all applicable taxes; and obtaining and keeping in force all applicable permits and approvals.

2.2 Consultant acknowledges that the City of Louisville Code of Ethics provides that independent contractors who perform official actions on behalf of the City which involve the use of discretionary authority shall not receive any gifts seeking to influence their official actions on behalf of the City, and that City officers and employees similarly shall not receive such gifts. Consultant agrees to abide by the gift restrictions of the City's Code of Ethics.

18).0 INTEGRATION AND AMENDMENT

This Agreement represents the entire Agreement between the parties and there are no oral or collateral agreements or understandings. This Agreement may be amended only by an instrument in writing signed by the parties.

19).0 NOTICES

All notices required or permitted under this Agreement shall be in writing and shall be given by hand delivery, by United States first class mail, postage prepaid, registered or certified, return receipt requested, by national overnight carrier, or by facsimile transmission, addressed to the party for whom it is intended at the following address:

If to the City:

City of Louisville
Attn: City Manager
749 Main Street
Louisville, Colorado 80027
Telephone: (303) 335-4533
Fax: (303) 335-4550

If to the Consultant:

Fors Marsh
Attn: Daniel Speed, Contracts Manager
4250 Fairfax Dr., Suite 520
Arlington, VA 22203
Email: contractsgroup@forsmarsh.com
dspeed@forsmarsh.com

Any such notice or other communication shall be effective when received as indicated on the delivery receipt, if by hand delivery or overnight carrier; on the United States mail return receipt, if by United States mail; or on facsimile transmission receipt. Either party may by similar notice given, change the address to which future notices or other communications shall be sent.

20).0 EQUAL OPPORTUNITY EMPLOYER

a) Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, disability or national origin. Consultant will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, age, sex, disability, or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notice to be provided by an agency of the federal government, setting forth the provisions of the Equal Opportunity Laws.

b) Consultant shall be in compliance with the applicable provisions of the American with Disabilities Act of 1990 as enacted and from time to time amended and any other applicable federal, state, or local laws and regulations. A signed, written certificate stating compliance with the Americans with Disabilities Act may be requested at any time during the life of this Agreement or any renewal thereof.

21.0 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 City and Consultant, 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 City or Consultant receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

22.0 SUBCONTRACTORS

Consultant may utilize subcontractors identified in its qualifications submittal to assist with non-specialized works as necessary to complete projects. Consultant will submit any proposed subcontractor and the description of its services to the City for approval. The City will not work directly with subcontractors.

23.0 AUTHORITY TO BIND

Each of the persons signing below on behalf of any party hereby represents and warrants that such person is signing with full and complete authority to bind the party on whose behalf of whom such person is signing, to each and every term of this Agreement.

In witness whereof, the parties have executed this Agreement to be effective on the date first above written.

CITY OF LOUISVILLE,
a Colorado Municipal Corporation

By:_____
Christopher M. Leh, Mayor

Attest:_____
Genny Kline, Interim City Clerk

CONSULTANT:

_____

By:__Daniel Speed _____
Title:_Contracts Manager__ _____

Exhibit A – Scope of Services

Goals	Objectives
Increase wildfire risk awareness	• Raise public awareness of the likelihood and extent of wildfire risk in Louisville – particularly in areas outside of the Marshall Fire impact areas using the results of Louisville's new wildfire risk assessment
Increase the understanding of wildfire mitigation strategies	• Help the public understand, support and even have a little fun with the new local mitigation practices they might have questions about • Engage and align with the ecosystem of partners who are already frequently engaging with Louisville residents about wildfires through campaigns.
Drive risk-informed decisions and behaviors	• Provide simple and approachable education for homeowners, commercial building owners and operators, contractors, builders, and developers on how and why to comply with new home-hardening ordinance. • Overcome cost and capability barriers to wildfire mitigation and preparedness investments by highlighting accessible options and alternatives for landscaping, home maintenance, and materials.

The consulting team will meet with the City of Louisville team to collaborate and develop the materials outlined in the scope to achieve the aimed goals and objectives. Actual deliverables listed below are not final and can differ from this scope of services based on recommendations by City staff and consultant. It will be determined in the first kickoff planning meeting between City Staff and Fors Marsh the final deliverables provided to the City. Louisville staff will be responsible for the implementation of the deliverable and products. Phases and deliverables can include (but are not limited to):

- Phase 1A: Initial Project Meetings & Planning, research, scoping, strategy development.
    - Campaign strategy & project plan
- Phase 1B: Materials Development *(included in costs):*
    - Suite of campaign products
        - (1) Infographic
        - (1) New web-page design on the City of Louisville's website
        - (1) Fact sheet
        - (1) Social media graphic & (1) social media message bank
        - (3) Public signs
        - (2) Edited photos
        - (2) Booth banners
        - (1) Updated web-page design
        - (1) Multipage infographic of full home and each system
        - (1) Microsoft PowerPoint presentation for training contractors

        - *Optional deliverables (for an additional charge)*
            - *(1) Recorded training videos*
            - *(3) Pop-up banners*
            - *(1) 90-second animated video*
            - *Branded certification for contractors who have participated in the city's training*
            - *Campaign branding task*
- Phase 2: Education and Outreach – The consultant will work with the City of Louisville team to develop and provide recommendations on implementation strategies for the deliverables created for the wildfire mitigation campaign.
    - Potential deliverables *(included in costs):*
        - Communications calendar
        - Campaign Partner inventory
- Phase 3: Final deliverables and close out – At the end of the campaign, the City team and consultants will collaborate to close out the end of the project and ensure all goals, and deliverables are met.
    - Potential deliverables *(included in costs):*
        - Campaign implementation playbook
        - WUI policy recommendations paper

Timeline of Project: The project of the campaign will be completed within the year 2025. The timeline of project will be scoped at the initial project meeting between Fors Marsh and the City of Louisville staff. *See Scope of Additional Services for any additional work.*

EXHIBIT B – Pricing

Role Description	Hourly Rate	Number of Hours	Cost for Phase 1
Project Lead	$111.55	100	$11,155.00
Junior Research Assistant	$61.36	165	$10,124.40
Policy Analyst	$77.28	12	$927.36
Subject Matter Expert	$187.39	18	$3,373.02
Graphic Designer	$102.30	300	$30,690.00
Other Direct Cost (ODC)		-	$1,605.00
Phase 1 Total		595	$57,874.78

Phase 2: Education and Outreach (March 2025)

Role Description	Hourly Rate	Number of Hours	Cost for Phase 2
Project Lead	$111.55	80	$8,924.00
Junior Research Assistant	$61.36	120	$7,363.20
Policy Analyst	$77.28	0	$0
Subject Matter Expert	$187.39	6	$1,124.34
Graphic Designer	$102.30	8	$818.40
Phase 2 Total		214	$18,229.94

Phase 3: Final Deliverables and Project Closeout (April and May 2025)

Role Description	Hourly Rate	Number of Hours	Cost for Phase 3
Project Lead	$111.55	28	$3,123.40
Junior Research Assistant	$61.36	72	$4,417.92
Policy Analyst	$77.28	40	$3,091.20
Subject Matter Expert	$187.39	4	$749.56
Graphic Designer	$102.30	0	$0
Phase 3 Total		144	$11,382.08

Total Project

Role Description	Hourly Rate	Number of Hours	Total Cost
Project Lead	$111.55	208	$23,202.40
Junior Research Assistant	$61.36	357	$21,905.52
Policy Analyst	$77.28	52	$4,018.56
Subject Matter Expert	$187.39	28	$5,246.92
Graphic Designer	$102.30	308	$31,508.40
Other Direct Cost (ODC)		-	$1,605.00
Project Total		953	$87,486.80

Optional Phase 1 Tasks and Materials

Role Description	Hourly Rate	Formative Research/ Focus Group		Animated Life of an Ember Video		Contractor Training Video		Branded Contractor Training Certification		Fully Branded Campaign with Personified Ember	
		Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost
Project Lead	$111.55	30	$3,346.50	15	$1,673.25	20	$2,231.00	10	$1,115.50	30	$3,346.50
Junior Research Assistant	$61.36	30	$1,840.80	25	$1,534.00	25	$1,534.00	15	$920.40	30	$1,840.80
Policy Analyst	$77.28	20	$1,545.60	5	$386.40	5	$386.40	30	$2,318.40	5	$386.40
Subject Matter Expert	$187.39	40	$7,495.60	5	$936.95	5	$936.95	5	$936.95	20	$3,747.80
Graphic Designer	$102.30	10	$1,023.00	90	$9,207.00	50	$5,115.00	10	$1,023.00	75	$7,672.50
Other Direct Cost (ODC)		-	$2,140.00	-	-	-	$10,700.00	-	-	-	-
Optional Task and Material Totals		130	$17,391.50	140	$13,737.60	105	$20,903.35	70	$6,314.25	160	$16,994.00

Technical Assumptions

The detailed budget provided above is based on the following assumptions:

- Each communications product (e.g., fact sheet, infographic) shall go through two rounds of client review. The first review will focus on creative concept and written content direction and the final review will focus on technical accuracy of the written content and photos/illustrations (as applicable).
- The labor hours and other direct costs outlined in the budget are based on the material concepts and quantities proposed. If the specifications of the materials change, costs may also change.
- The phase 2 budget is based on implementation recommendations only and not the actual implementation of the campaign per answers to questions provided by Kiana Freeman on 12/11/24.
- The team will be available for in-person meetings, as needed, once per month for the five months of the period of performance. All other meetings will be conducted virtually via Microsoft Teams or Zoom.

Scope of Additional Services: After the completion of the primary services outlined in this agreement, the Consultant may be engaged to provide additional services as identified by the City of Louisville during the term of this Agreement. These additional services may include, but are not limited to, the tasks and activities identified by both parties as necessary for the completion of new or expanded projects. Any services requested by the City of Louisville that are outside of the original scope in this agreement will be billed at an hourly rate as listed above. The consultant will provide an estimate of the time required for such services upon request. Both parties must mutually agree to any additional services and rates in writing before work begins.

SUBJECT: **APPROVAL OF RESOLUTION NO. 9, SERIES 2025 – A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH PLAY BOULDER FOUNDATION CONCERNING THE COMMUNITY FORESTRY CORPS URBAN FORESTRY PROGRAM**

DATE: **MARCH 4, 2025**

PRESENTED BY: **ADAM BLACKMORE, PROS DIRECTOR**
ABBY MCNEAL, PARKS SUPERINTENDENT

SUMMARY:
The City of Louisville is partnering and providing financial support with City of Boulder, Boulder County, PLAY Boulder and Classrooms for Climate Action to pilot the Community Forestry Corp (CFC) program, to plant and maintain trees in Boulder County. The City Parks and Forestry staff identified 3 locations to restore 25 lost trees- South Boulder Right of Way (10 trees), Cleo Mudrock detention area (8 trees), and Washington Avenue north Right of Way (7 trees). PLAY Boulder is targeting a mid-April planting of trees, then the CFC program will support the aftercare and maintenance of newly planted trees throughout the summer months. The CFC program intends to offer employment, career development, and educational opportunities for local youth from underrepresented and historically disadvantaged communities. PLAY Boulder will also support the countywide urban forestry expansion strategy via expanded tree tender training programs and technical and data assistance associated with the upcoming PlanIT Geo tools.

FISCAL IMPACT:
Louisville will be committing to a contribution of up to $5,000 to support the program. The funds will be spent from appropriated & budgeted Parks & Forestry operating accounts.

PROGRAM/SUB-PROGRAM IMPACT:
The grant supports the Parks program by helping maintain landscaped areas in the City.

RECOMMENDATION:
Approval of 2025 Play Boulder IGA supporting the Urban Forestry and Community Forest Corps Program

ATTACHMENT(S):
1. Resolution No. 9, Series 2025
2. PLAY Boulder IGA - Louisville
3. Map of prospective tree locations

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**

RESOLUTION NO. 9
SERIES 2025

A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH PLAY BOULDER FOUNDATION CONCERNING THE COMMUNITY FORESTRY CORPS URBAN FORESTRY PROGRAM

WHEREAS, an Intergovernmental Agreement (IGA) has been proposed concerning the City's participation in the Community Forestry Corps Urban Forestry Program; and

WHEREAS, by this resolution the City Council desires to approve the IGA.

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

Section 1. The City Council hereby approves the Intergovernmental Agreement (IGA) between the City of Louisville and PLAY Boulder Foundation Concerning the Community Forestry Corps Urban Forestry Program, in essentially the same form as the copy of such IGA that accompanies this resolution.

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

PASSED AND ADOPTED this 4th day of March 2025.

_____
Christopher M Leh, Mayor

ATTEST:

_____
Genny Kline, Interim City Clerk

INTERGOVERNMENTAL AGREEMENT

PLAY Boulder Foundation and the City of Louisville

Concerning the Community Forestry Corps Urban Forestry Pilot Program

INTERGOVERNMENTAL AGREEMENT

PLAY Boulder Foundation and the City of Louisville

Concerning the Community Forestry Corps Urban Forestry Pilot Program

Contents:

- Background, Purpose and Scope
- Budget, Urban Forestry Funding and Payments
- Deliverables and Timeline

Project Background: The PLAY Boulder Foundation has been hired by the Boulder County Office of Sustainability, Climate Action and Resilience to manage an urban forestry program intended to establish faster, more comprehensive urban forestry benefits while providing meaningful youth employment opportunities that enhance both individual and community growth and resilience. The program, the Community Forestry Corps, empowers underserved youth to maintain and expand urban forests, gather and review critical urban heat data, and become local climate ambassadors supporting community resilience and sustainable community development.

Project Purpose: Urban areas are heat amplifiers due to a variety of factors such as infrastructure and energy use. This heat amplification increases landscape desertification, but also poses a huge health risk to city dwellers.However, studies show that increasing green space in cities can lead to significant cooling and therefore a reduction in extreme heat's harmful effects on the land and humans. For this reason, urban forestry, heat data and human health are inextricably linked.

While the recent Inflation Reduction Act (IRA) has committed to supporting many new urban forestry initiatives, the current approach to urban forestry is still missing critical elements required to achieve success. For example, "tree equity" is the widely promoted concept that planting more trees in historically disinvested and under-canopied communities will deliver more equitable futures. Although it is clearly essential that we support these communities in gradually re-growing sheltering canopy, trees planted now will take 20 to 30 years at a minimum before they begin delivering substantive levels of critical ecosystem services like shading and cooling, water infiltration, or air and sound pollution abatement. In the interim, these same trees represent a liability to the community, one it will have to find ways to maintain and protect for what is essentially a generation (25 or more years) before the trees start producing substantive benefits.

For these reasons, the Community Forestry Corps was designed with the recognition of the need to commit to long-term, multi-decade comprehensive support for both the tree and the human stewards needed to provide this essential care, while integrating essential urban heat data and climate change education in ways that will maximize the present and future benefit of tree related actions and empower future climate ambassadors. The Community Forestry Corps

is a practical, achievable step in the demonstration of immediate and equitable urban forestry, designed to address both the equity limitations of past approaches and improve the environmental and social outcomes of these investments.

Project Scope: This pilot program will primarily be led by the PLAY Boulder Foundation, which will coordinate with the participating Boulder County communities, and will report to the Boulder County Office of Sustainability, Climate Action, and Resilience. Key roles and responsibilities are as follows:

PLAY Boulder Foundation:

- Coordinate and communicate meetings, program scope of work, and program updates.
- Develop and support tree tender working groups in participating county municipalities.
- Develop youth engagement/employment opportunities associated with urban forest expansion through the Community Forestry Corps.
- Support urban forest analysis and planning with each municipal working group when Urban Tree Canopy reports are available.
- Coordinate local tree planting initiatives.

Boulder County OSCAR:

- Support PLAY Boulder in the coordination and communication of meetings, pilot scope of work, and program updates.

Participating Communities: (Boulder, Louisville, Lafayette)

- Identify tree planting opportunities/sites on public lands.
- Select tree planting quantities, species, sizes, etc. based on community characteristics.
- Coordinate with PLAY to schedule planting days and determine the level of support needed for planting.
- Outline additional activities for CFC crews (mulching, weeding, pruning, etc).
- Collaborate with PLAY Boulder to develop Tree Tender community training sessions in Louisville and Lafayette to establish volunteer working groups.

Project Budget:

PLAY Boulder Foundation: Approximately $30,000 to $70,000 from external grants and fundraising (depending on grant selection)

- Advertising and marketing
- Office supplies and related event expenses
- Tree planting materials, equipment, and expenses
- Program Management and staff wages

Boulder County OSCAR: $120,000 paid to the PLAY Boulder Foundation:

- Program Management and staff wages
- Crew uniforms, gear, equipment
- Food, miscellaneous supplies
- Instructors and interpretation services for education and youth development
- Tree planting materials, equipment, and expenses
- Environmental consulting expenses

City of Boulder Climate Initiatives: $120,000 paid to the PLAY Boulder Foundation:

- Program Management and staff wages
- Crew uniforms, gear, equipment
- Food, miscellaneous supplies
- Instructors and interpretation services for education and youth development
- Tree planting materials, equipment, and expenses
- Environmental consulting expenses

Participating Communities:

- **Louisville:**
  - $5,000 paid to PLAY Boulder for CFC crew wages
- **Lafayette:**
  - $5,000 paid to PLAY Boulder for CFC crew wages

Urban Forestry Funding:

The PLAY Boulder Foundation will pay for the plant materials required for the tree planting initiatives in each of the participating communities. $24,000 from the PLAY Boulder contract with Boulder County has been budgeted for plant materials. Both Louisville and Lafayette will have approximately $12,000 available for urban forestry initiatives in the second year of the pilot program, with additional PLAY Boulder funds from external grants and fundraising initiatives available, if needed.

The final amount spent on plant materials will largely be determined by the planting projects identified by the participating municipalities, as well as the size and species of the trees chosen for planting. The participating municipalities, Louisville and Lafayette, will coordinate with PLAY Boulder in the identification of planting sites and the selection of trees.

Payments: $5,000 paid by both Louisville & Lafayette to the PLAY Boulder Foundation

This pilot program has a variety of funding sources, including Boulder County, with the intention of further establishing systems and infrastructure for continued expansion in future years. We anticipate this program growing in 2026 to increase its capacity and provide services to more Boulder County municipalities that are interested in participating. For the second year of the program, participating municipalities will pay $5,000 to pay for the Community Forestry Corps

crew wages. Participating municipalities have the option of paying the $5,000 in either two or three payments:

- $2,500 paid upfront upon signing this agreement, and
- $2,500 paid by December 1st, 2025

Or,

- $1,666.66 paid upfront upon signing this agreement,
- $1,666.66 paid by August 1st, 2025, and
- $1,666.67 paid by December 1st, 2025

Project Deliverables:

- PLAY Boulder:
  - By end of January: Intergovernmental Agreement for Participating Municipalities
  - By end of February: High-Level Scope of Work for Participating Municipalities
  - Mid- and End-of-Year: Reporting and summary of work
- Participating Municipalities: Detailed information regarding the following:
  - By end of April 2025: Identified tree planting sites and desired tree species, size, quantity and planting specifications.
  - By end of May 2025: Desired site tasks for CFC crews (e.g. mulching, pruning, weeding).

Project Timeline:

- Kick-off Meetings: January 2025 (All)
- Spring Tree Tender Trainings: March 2025 (PLAY Boulder)
- Identification of Planting Sites and Tree Quantities/Species/Size: January - March 2025 (Participating Muni's, with support from PLAY Boulder)
- Tree Planting Initiatives: April - May 2025 (PLAY Boulder, with support from Participating Muni's)
- Community Forestry Corps Activity: June - August 2025 (PLAY Boulder)
- Fall Tree Tender Trainings: August/September 2025 (PLAY Boulder)
- Evaluation & Assessment: August - October 2025 (All)
- Begin Planning for 2026 Urban Forestry Initiatives: October - December 2025 (All)
  - *Urban Forestry & Heat Analysis*
  - *Community Engagement*

Name (Printed): _____ Date: _____

Signature: _____

2025 CFC Tree Planting Locations in Louisville Colorado – 25 total trees

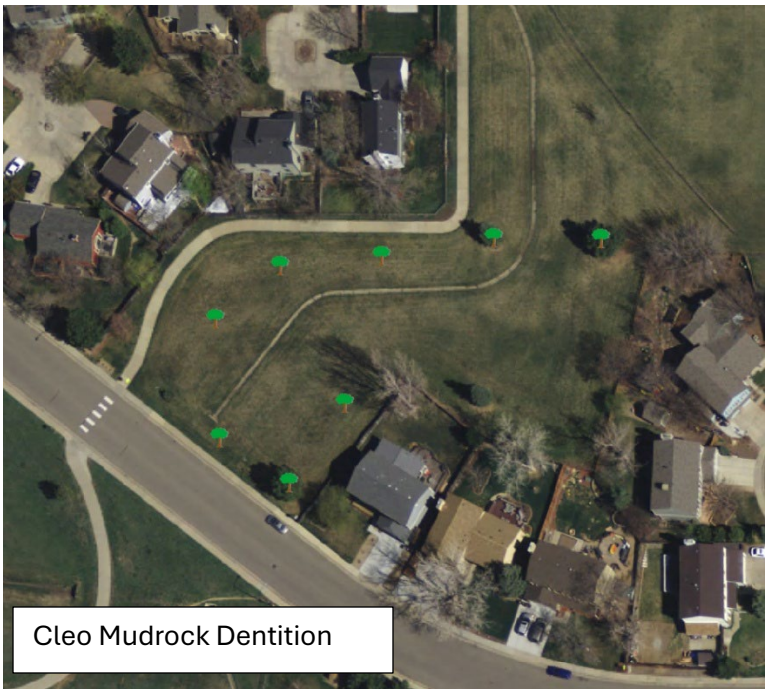
SBR south ROW @ mobile home park – 10 trees - 4 Western Hackberry, 3 Bur Oak, 3 Greenspire Linden

Cleo Mudrock – 8 trees – 4 Austrian Pines, 4 Norway Maples

Washington Ave. north ROW – 7 trees - 4 Frontier Elm, 3 Seedless Kentucky Coffee tree (Espresso)

1.5 to-2.0 inch caliper, preferably container or air pot





Cleo Mudrock Dentition



Washington Ave north Right of Way

SUBJECT: **RESOLUTION NO. 10, SERIES 2025 – A RESOLUTION APPROVING A BUSINESS ASSISTANCE AGREEMENT WITH AREPASCO FOR AN ECONOMIC DEVELOPMENT PROJECT IN THE CITY OF LOUISVILLE**

DATE: **MARCH 4, 2025**

PRESENTED BY: **AUSTIN BROWN, ECONOMIC VITALITY SPECIALIST**

SUMMARY:
Staff requests City Council action on a proposed Business Assistance Package (BAP) for ArepasCO LLC, doing business as ArepasCO, which will be occupying a food hall stand at Relish.

DISCUSSION:
City Council approved Resolution No. 42, Series 2023 approving a Business Assistance Agreement for Parcel O Productions LLC in July 2023 (Attachment #1) for the construction of a new pickle ball and food hall establishment at 550 S McCaslin Blvd. As part of the project, there will be eight new food hall vendors operating stands in the food hall. As a new business to Louisville, each of the individual food vendors is eligible for participation within the Business Assistance Program (BAP). Staff has received an application from ArepasCO requesting a 50% rebate on sales tax paid to the City.

ArepasCO is a family business serving Venezuelan food to the Denver metro area. Operating as a food truck since it was founded in 2020, the company is expanding its operations to occupy a stall in the food hall at Relish. While the company specializes in arepas, they serve a variety of additional Venezuelan dishes including gluten free and vegan options. ArepasCO states that they are dedicated to providing authentic Venezuelan food with a commitment to innovation, quality, and the satisfaction of their customers.

ArepasCO reports that it currently has 6 employees and projects that employment will grow to 8 after three years. Employees are expected to make approximately $18 per hour. The company estimates that it will collect and remit $249,905 in Retail Sales Tax over the first five years of operation.

Staff finds that the business meets the general criteria by which assistance may be granted in accordance with the Business Assistance Policy in Section 3.24 of the Louisville Municipal Code. The Company's completed Business Assistance Program Application is attached as reference. The main criteria this project meets are:

- Retains existing jobs in the City;
- Brings new basic jobs to the City; and
- Generates existing and new Retail Sales Tax to the City.

Based on the estimates provided in the BAP application, staff recommends a 50% rebate of Retail Sales Tax each year for the first five years of operation. As outlined in the attached Agreement, staff proposes the 50% rebate on Retail Sales Tax be capped at $100,000. Per the program Criteria, the sales tax rebate excludes the City's Open Space, Historic Preservation, and Recreation Center Taxes.

New Retail Sales Tax- 50%	Detail of Taxes	Amount Paid	Rebate %	Rebate Amount
	City Use- 3%	$198,600.00	50%	$ 99,300.00
	Open Space- .5%	$ 33,100.00	N/A	$ -
	Historic Preservation- .125%	$ 8,275.00	N/A	$ -
	Recreation Center- .150%	$ 9,930.00	N/A	$ -
	Subtotal	**$249,905.00**		**$ 99,300.00**

Based on these estimates, the City will receive $249,905 in sales tax revenue (net $150,605 after proposed rebates). The Agreement is void if Arepas CO does not complete the project by December 31, 2025. If the business does not remain in Louisville for a period of ten (10) years, the Agreement provides for a percentage of rebates received to be repaid to the City.

FISCAL IMPACT:
Based on estimates, the City will receive $249,905 in new sales tax revenue over a five-year period. Per the proposed agreement, the City would net $150,605 and Arepas CO would be rebated $99,300. Following the five-year term of the agreement, the City will retain all sales tax revenue generated by the business.

PROGRAM/SUB-PROGRAM IMPACT:
The recommended Business Assistance Agreement supports the Economic Prosperity Program Goal to promote a thriving business climate that provides job opportunities, facilitates investment, and produces reliable revenue to support City services.

RECOMMENDATION:
Staff recommends City Council adopt the attached Resolution approving a Business Assistance Agreement with ArepasCO LLC, doing business as ArepasCO.

ATTACHMENTS:
1. Resolution No. 10, Series 2025
2. Business Assistance Agreement for ArepasCO
3. Business Assistance Package for Relish
4. Business Assistance Rebate Estimates
5. Business Assistance Program Application

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**

RESOLUTION NO. 10
SERIES 2025

A RESOLUTION APPROVING A BUSINESS ASSISTANCE AGREEMENT WITH AREPASCO FOR AN ECONOMIC DEVELOPMENT PROJECT IN THE CITY OF LOUISVILLE

WHEREAS, the successful attraction of quality development to the City of Louisville provides employment opportunities and increased revenue for citizen services and is therefore an important public purpose; and

WHEREAS, it is important for the City of Louisville to create and retain quality jobs and remain competitive with other local governments in creating assistance for occupancy of commercial space in the City; and

WHEREAS, ArepasCO is seeking to lease 750 square feet in the food hall at 550 S McCaslin Boulevard, which will result in new jobs and tax revenue to the City; and

WHEREAS, the Business Assistance Agreement between the City and ArepasCO is attached hereto as Exhibit "A" and incorporated herein by this reference; and

WHEREAS, pursuant to the Constitution of the State of Colorado, and the Home Rule Charter and ordinances of the City of Louisville, the City has authority to enter into the proposed Business Assistance Agreement; and

WHEREAS, the City Council finds that the proposed Business Assistance Agreement is consistent with and in furtherance of the business assistance policies of the City, and desires to approve the Agreement and authorize its execution and implementation.

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

1. The proposed Business Assistance Agreement between the City of Louisville and ArepasCO (the “Agreement”) is hereby approved in essentially the same form as the copy of such Agreement accompanying this Resolution.

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

3. City staff is hereby authorized to do all things necessary on behalf of the City to perform the obligations of the City under the Agreement, including but not

limited to funding and implementation of the Agreement in accordance with and upon performance of the terms thereof.

PASSED AND ADOPTED this 4th day of March, 2025.

_____
Christopher M. Leh, Mayor

ATTEST:

_____
Genny Kline, Interim City Clerk

EXHIBIT A

Copy of Business Assistance Agreement

BUSINESS ASSISTANCE AGREEMENT FOR AREPASCO LLC IN THE CITY OF LOUISVILLE

THIS AGREEMENT ("Agreement") is made and entered into as of the _____ day of _____, 2025, between the CITY OF LOUISVILLE, a Colorado home rule municipal corporation (the "City"), and AREPASCO L.L.C (the "Company"), doing business as ArepasCO, a Colorado limited liability company.

WHEREAS, the City wishes to provide certain business assistance in connection with the Company's desire to open a new business in Louisville (the "Project"); and

WHEREAS, the Company seeks to lease 750 square feet in the food hall at 550 S McCaslin Boulevard; and

WHEREAS, the Company will bring new basic jobs to the City, as well as generate new fee and tax revenues; and

WHEREAS, the City Council finds the execution of this Agreement will serve to provide a benefit and advance the public interest and welfare of the City and its citizens by securing this economic development project within the City; And

WHEREAS, pursuant to Chapter 3.24 of the Louisville Municipal Code, sales tax rebates must be limited to the amount of sales tax collected by the City over and above a base amount negotiated by, and agreed upon by, the applicant and the City, and which base amount shall never be lower than the amount of sales taxes collected by the City at the property in question in the previous 12 months; and

WHEREAS, no sales tax has been generated at the Project location in the previous 12 months, and thus the City and the Company desire, for purpose of this Agreement, to set the sales tax base at zero dollars ($0), and that the sales tax rebate under this Agreement shall be limited to fifty percent (50%) of sales tax actually collected by the City and attributable solely to new retail sales generated by operation of the Project and occurring at the Project location for the period described, and subject to the exceptions, restrictions, and limitations set forth, in this Agreement; and

WHEREAS, for the reasons set forth above, the City desires to provide certain other rebates to Company as further described, and subject to the exceptions, restrictions, and limitations as set forth, in this Agreement.

NOW THEREFORE, in consideration of the mutual promises set forth below, the City and Company agree as follows:

1. Enhanced Sales Tax Rebates. The City shall rebate to the Company 50% of the Sales Tax revenues derived from the imposition of the City's 3.0% General Sales Tax (excluding all revenues derived from the City's . 5% Open Space Tax, the .125% Historic Preservation Tax, the .15% Recreation Center Tax, and any new sales taxes) that is actually collected by the City and attributable solely to new retail sales generated by operation of the Project and occurring at the Project Location, for a five-year period commencing on the first day of the month following the day the Company begins retail sales to the public from the Project Location ("the Commencement Date"). The five-year rebate period shall commence upon and run continuously from the Commencement Date.

2. Payment of Rebates; Cap; Inspection. The maximum amount of the rebates payable pursuant to Section 1 above shall in no event exceed the calculation of 50% of the taxes described in Section 1 above; provided, further that the total maximum amount of rebates payable pursuant to Section 1 shall in no event exceed one hundred thousand dollars ($100,000). Sales Tax rebates pursuant to Section 1 shall terminate when (a) the Company has received from the City the last rebate payment under this Agreement for the five-year rebate period, or (b) the Company has received $100,000 in rebate payments, whichever occurs first. The Sales Tax rebate provided for in Section 1 above shall be paid by the City to Company in annual installments, on or before March 31 of the following year, subject to Sections 3, 4, and 5 below. All rebate payments will be remitted by the City to the Company at the address set forth in Section 6. At the end of each month, on or before the 20th of the following month, the Company shall submit the appropriate Sales/Use Tax return form and remit to the City its total monthly Sales/Use Tax payment due for the previous month.

3. No Interest; Inspection and Disclosure of Records. No interest shall be paid on any amounts subject to rebate under this Agreement. Each party and its agents shall have the right to inspect and audit the applicable records of the other party, on reasonable notice during normal business hours, to verify the amount of any payment under this Agreement, and each party shall cooperate and take such actions as may be necessary to allow such inspections and audits. The Company acknowledges that implementation of this Agreement requires calculations based on the amount of taxes collected and paid by the Company with respect to the term of this Agreement and issuance of rebate payment checks in amounts determined pursuant to this Agreement, and that the amounts of the rebate payment checks will be public information. The Company, for itself, its successors, assigns, and affiliated entities, hereby releases and agrees to hold harmless the City and its officers and employees from any and all liability, claims, demands, and expenses in any manner connected with any dissemination of information necessary for or generated in connection with the implementation of rebate provisions of this Agreement.

4. Use of Funds; Future Fees. Funds rebated to the Company pursuant to this Agreement shall be used by the Company solely for obligations and/or improvements permitted under Louisville Municipal Code section 3.24.060 (as enacted by Ordinance No. 1507, Series 2007), which includes, but is not limited to, creation of new tax revenue and new jobs in the City.

5. Effect of Change in Tax Rate. Any increase or decrease in the City General Sales Tax rate above or below the applicable tax rate on the date of execution of this Agreement shall not affect the rebate payments to be made pursuant to this Agreement; rather, the amount of the rebate payments will continue to be based upon the General Sales Tax rates applicable on the date of execution of this Agreement (excluding the City's 0.5% Open Space Tax, 0.125% Historic Preservation Tax, and 0.15% Recreation Center Tax). Any decrease in the City General Sales Tax rates shall cause the amount of the rebate payments made pursuant to this Agreement to be based on the applicable percentage of revenues actually received by the City from application of the tax rate affected (excluding said Open Space, Historic Preservation, Recreation Center, or future special Sales or Use taxes).

6. Entire Agreement; Notices. This instrument shall constitute the entire agreement between the City and the Company and supersedes any prior agreements between the parties and their agents or representatives, all of which are merged into and revoked by this Agreement with respect to its subject matter. Contact information is as follows:

   If to Company:
   ArepasCO L.L.C.
   Attn: Loirissell Aguero Vergara
   12731 Ivanhoe Street
   Thornton, CO 80602
   720.800.1402
   Arepasco2020@gmail.com

   If to City:
   Louisville City Hall
   Attn: Economic Vitality
   749 Main Street
   Louisville, CO 80027
   303.335.4531
   EconomicVitality@LouisvilleCO.gov

7. Termination. This Agreement shall terminate and become void and of no force or effect upon the City if, by December 31, 2025, the Company has not completed the Project as described in the Company's application for business assistance (as evidenced by a successful final inspection for the Project); or should the Project fail to comply with any City code.

8. Business Termination. In the event the Company, and/or its successors and assigns, ceases business operations in the City within ten (10) years after the Certificate of Occupancy has been received for the Project, then in such event the Company shall pay to the City a portion of the total amount of Sales Taxes which were due and payable by the Company to the City but were rebated by the City. For each full year that the Company, and/or its successors and assigns, cease operations at the Project Location, the City shall receive back 10% of the foregoing amounts.

9. Subordination. Notwithstanding anything in this Agreement to the contrary, the City's obligations pursuant to this Agreement are subordinate to the City's obligations for the repayment of any current or future bonded indebtedness and are contingent upon the existence of a surplus in sales and use tax revenues in excess of the sales and use tax revenues necessary to meet such existing or future bond indebtedness. The City shall meet its obligations under this Agreement only after the City has satisfied all other obligations with respect to the use of sales tax revenues for bond repayment purposes. For the purposes of this Agreement, the terms "bonded indebtedness," "bonds," and similar terms describing the possible forms of indebtedness include all forms of indebtedness that may be incurred by the City, including, but not limited to, general obligation bonds, revenue bonds, revenue anticipation notes, tax increment notes, tax increment bonds, and all other forms of contractual indebtedness of whatsoever nature that is in any way secured or collateralized by sales and use tax revenues of the City.

10. Annual Appropriation. Nothing in this Agreement shall be deemed or construed as creating a multiple fiscal year obligation on the part of the City within the meaning of Colorado Constitution Article X, Section 20 or any other constitutional or statutory provision, and the City's obligations hereunder are expressly conditional upon annual appropriation by the City Council, in its sole discretion. Company understands and agrees that any decision of City Council to not appropriate funds for payment shall be without penalty or liability to the City and, further, shall not affect, impair, or invalidate any of the remaining terms or provisions of this Agreement.

11. Governing Law: Venue; Dispute Resolution. This Agreement shall be governed and construed in accordance with the laws of the State of Colorado. This Agreement shall be subject to, and construed in strict accordance with, the Louisville City Charter and the Louisville Municipal Code. Any action arising out of, in connection with, or relating to this Agreement shall be filed in the District Court of Boulder County of the State of Colorado and in no other court or jurisdiction. In the event of a dispute concerning any provision of this Agreement, the parties agree that prior to commencing any litigation, they shall first engage in good faith the services of a mutually acceptable, qualified, and experienced mediator, or panel of mediators for the purpose of resolving such dispute; except that, either party may seek injunctive or other equitable relief in the District Court of Boulder

County without first submitting the dispute to mediation. The costs of any mediation shall be split equally between the parties. The costs of any arbitration shall be split equally between the parties. The prevailing party in any proceeding in District Court (or appeals thereof) shall be entitled to reimbursement of its attorney fees related to such proceeding.

12. Legal Challenge; Escrow. The City shall have no obligation to make any rebate payment hereunder during the pendency of any legal challenge to this Agreement. The parties covenant that neither will initiate any legal challenge to the validity or enforceability of this Agreement, and the parties will cooperate in defending the validity or enforceability of this Agreement against any challenge by any third party. Any funds appropriated for payment under this Agreement shall be escrowed in a separate City account in the event there is a legal challenge to this Agreement.

13. Personal Agreement; Assignment. This Agreement is personal to the Company and does not attach to or run with the Property. Neither party shall record this Agreement in the property records of the Boulder County Clerk and Recorder. The Company may not assign any of the obligations, benefits or provisions of the Agreement in whole or in any part without the express written authorization of the City Council of the City. Any purported assignment, transfer, pledge, or encumbrance made without such prior written authorization shall be void.

14. No Joint Venture. Nothing in this Agreement is intended or shall be construed to create a joint venture between the City and the Company and the City shall never be liable or responsible for any debt or obligation of Company.

15. No Third-Party Beneficiaries. The terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to City and Company, 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 City or Company receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

This Agreement is enacted this _____ day of _____, 2025.

AREPASCO, L.L.C.
a Colorado limited liability company

By: _____
Loirissell Aguero Vergara
Owner

CITY OF LOUISVILLE

_____
Chris Leh
Mayor

ATTEST:

_____
Meredyth Muth, City Clerk

BUSINESS ASSISTANCE AGREEMENT FOR
PARCEL O PRODUCTIONS LLC IN THE CITY OF LOUISVILLE

THIS AGREEMENT ("Agreement") is made and entered into as of the 11th day of July, 2023, between the CITY OF LOUISVILLE, a Colorado home rule municipal corporation (the "City"), and PARCEL O PRODUCTIONS LLC (the "Company"), doing business as Relish, a Colorado limited liability company.

WHEREAS, the City wishes to provide certain business assistance in connection with the Company's desire to open a new business in Louisville (the "Project"); and

WHEREAS, the Company seeks to occupy 79,000 square feet of existing commercial space at 550 S McCaslin Boulevard; and

WHEREAS, the Company will bring new basic jobs to the City, as well as generate new fee and tax revenues; and

WHEREAS, the City Council finds the execution of this Agreement will serve to provide a benefit and advance the public interest and welfare of the City and its citizens by securing this economic development project within the City; And

WHEREAS, pursuant to Chapter 3.24 of the Louisville Municipal Code, sales tax rebates must be limited to the amount of sales tax collected by the City over and above a base amount negotiated by, and agreed upon by, the applicant and the City, and which base amount shall never be lower than the amount of sales taxes collected by the City at the property in question in the previous 12 months; and

WHEREAS, no sales tax has been generated at the Project location in the previous 12 months, and thus the City and the Company desire, for purpose of this Agreement, to set the sales tax base at zero dollars ($0), and that the sales tax rebate under this Agreement shall be limited to fifty percent (50%) of sales tax actually collected by the City and attributable solely to new retail sales generated by operation of the Project and occurring at the Project location for the period described, and subject to the exceptions, restrictions, and limitations set forth, in this Agreement; and

WHEREAS, for the reasons set forth above, the City desires to provide certain other rebates to Company as further described, and subject to the exceptions, restrictions, and limitations as set forth, in this Agreement.

NOW THEREFORE, in consideration of the mutual promises set forth below, the City and Company agree as follows:

1. Building Permit Fee Rebates. The City shall rebate to the Company 50% of the building related permit fees for the Project, required under section 15.04.050 of the Louisville Municipal Code (the "City Code") and section 108.2 of the International Building Code as adopted by the City, for the period from execution of this Agreement and ending May 31, 2025.

2. Use Tax Rebate-Construction. The City shall rebate to the Company 50% of the Construction Use Tax on the construction materials for the Project, required under section 3.20.300 of the City Code, excluding all revenues from the Open Space Tax, Historic Preservation Tax, and Recreation Center Tax for the Project, for the period from execution of this Agreement and ending May 31, 2025.

3. Sign Permit Fee Rebates. The City shall rebate to the Company 50% of the sign related permit fees for the Project, required under the City of Louisville Sign Code, adopted by Ordinance 1779, Series 2019, and codified as Appendix B to Chapter 17 of the City Code, and as may be amended from time to time, for the period from execution of this agreement and ending May 31, 2025. For purposes of this Section, "sign related permit fees" include sign permit fees, in-house sign plan review, and the use tax assessed on the valuation of signs installed as part of the Project.

4. Enhanced Sales Tax Rebates. The City shall rebate to the Company 50% of the Sales Tax revenues derived from the imposition of the City's 3.0% General Sales Tax (excluding all revenues derived from the City's .375% Open Space Tax, the .125% Historic Preservation Tax, the .15% Recreation Center Tax, and any new sales taxes) that is actually collected by the City and attributable solely to new retail sales generated by operation of the Project and occurring at the Project Location, for a five-year period commencing on the first day of the month following the day the Company begins retail sales to the public from the Project Location ("the Commencement Date"). The five-year rebate period shall commence upon and run continuously from the Commencement Date.

5. Payment of Rebates; Cap; Inspection. The maximum amount of the rebates payable pursuant to Sections 1, 2 and 3 above shall in no event exceed the lesser of (i) the calculation of 50% of the fees or taxes described in Sections 1, 2 and 3 paid to the City, or (ii) one hundred twenty-nine thousand two hundred and fifty dollars ($129,250). The maximum amount of the rebates payable pursuant to Section 4 above shall in no event exceed the calculation of 50% of the taxes described in Section 4 above; provided, further that the total maximum amount of rebates payable pursuant to Section 4 shall in no event exceed three hundred twenty thousand dollars ($320,000). Sales Tax rebates pursuant to Section 4 shall terminate when (a) the Company has received from the City the last rebate payment under this Agreement for the five-year rebate period, or (b) the Company has received $320,000 in rebate payments, whichever occurs first. The building permit fee, sign permit fee and construction use tax rebates in Sections 1,

2 and 3 pertaining to each phase of the Project shall be paid by the City to Company within 120 days following issuance of the certificate of occupancy or final inspection for the applicable portion of the Project work, as reasonably determined by the City, subject to Sections 6, 7 and 8 below. The Sales Tax rebate provided for in Section 4 above shall be paid by the City to Company in annual installments, on or before March 31 of the following year, subject to Sections 6, 7, and 8 below. All rebate payments will be remitted by the City to the Company at the address set forth in Section 9. At the end of each month, on or before the 20th of the following month, the Company shall submit the appropriate Sales/Use Tax return form and remit to the City its total monthly Sales/Use Tax payment due for the previous month.

6. No Interest; Inspection and Disclosure of Records. No interest shall be paid on any amounts subject to rebate under this Agreement. Each party and its agents shall have the right to inspect and audit the applicable records of the other party, on reasonable notice during normal business hours, to verify the amount of any payment under this Agreement, and each party shall cooperate and take such actions as may be necessary to allow such inspections and audits. The Company acknowledges that implementation of this Agreement requires calculations based on the amount of taxes collected and paid by the Company with respect to the term of this Agreement and issuance of rebate payment checks in amounts determined pursuant to this Agreement, and that the amounts of the rebate payment checks will be public information. The Company, for itself, its successors, assigns, and affiliated entities, hereby releases and agrees to hold harmless the City and its officers and employees from any and all liability, claims, demands, and expenses in any manner connected with any dissemination of information necessary for or generated in connection with the implementation of rebate provisions of this Agreement.

7. Use of Funds; Future Fees. Funds rebated to the Company pursuant to this Agreement shall be used by the Company solely for obligations and/or improvements permitted under Louisville Municipal Code section 3.24.060 (as enacted by Ordinance No. 1507, Series 2007), which includes, but is not limited to, creation of new tax revenue and new jobs in the City. The Building Permit Fee, Sign Permit Fee and Construction Use Tax rebates provided for under this Agreement are solely for construction activities and purchases for this Project during the periods stated in Sections 1-3, above. Any previous or subsequent purchases and construction activities shall be subject to payment without rebate of all applicable building permit fees, sign permit fees and construction use taxes.

8. Effect of Change in Tax Rate. Any increase or decrease in the City General Sales, Construction Use, or Use Tax- Tangible Goods rate above or below the applicable tax rate on the date of execution of this Agreement shall not affect the rebate payments to be made pursuant to this Agreement; rather, the amount of the rebate payments will continue to be based upon the

General Sales, Construction Use, or Consumer Use Tax rates applicable on the date of execution of this Agreement (excluding the City's 0.375% Open Space Tax, 0.125% Historic Preservation Tax, and 0.150% Recreation Center Tax). Any decrease in the City General Sales, Construction Use, or Use Tax- Tangible Goods rates shall cause the amount of the rebate payments made pursuant to this Agreement to be based on the applicable percentage of revenues actually received by the City from application of the tax rate affected (excluding said Open Space, Historic Preservation, Recreation Center, or future special Sales or Use taxes).

9. Entire Agreement; Notices. This instrument shall constitute the entire agreement between the City and the Company and supersedes any prior agreements between the parties and their agents or representatives, all of which are merged into and revoked by this Agreement with respect to its subject matter. Contact information is as follows:

   If to Company:
   Parcel O Productions LLC
   Attn: Jeff Youngstrom
   254 Hoover Court
   Louisville, CO 80027
   303-521-8640
   Youngstom.jeff@gmail.com

   If to City:
   Louisville City Hall
   Attn: Economic Vitality
   749 Main Street
   Louisville, CO 80027
   720.534.1209
   akroner@louisvilleco.gov

10. Termination. This Agreement shall terminate and become void and of no force or effect upon the City if, by May 31, 2025, the Company has not completed the Project as described in the Company's application for business assistance (as evidenced by a successful final inspection for the Project); or should the Project fail to comply with any City code.

11. Business Termination. In the event the Company, and/or its successors and assigns, ceases business operations in the City within ten (10) years after the Certificate of Occupancy has been received for the Project, then in such event the Company shall pay to the City a portion of the total amount of Building Permit Fees, Sign Permit Fees, Construction Use Taxes, and Sales Taxes which were due and payable by the Company to the City but were rebated by the City. For each full year that the Company, and/or its successors and assigns, cease operations at the Project Location, the City shall receive back 10% of the foregoing amounts.

12. Subordination. Notwithstanding anything in this Agreement to the contrary, the City's obligations pursuant to this Agreement are subordinate to the City's obligations for the repayment of any current or future bonded indebtedness and are contingent upon the existence of a surplus in sales and use tax revenues in excess of the sales and use tax revenues necessary to meet such existing or future bond indebtedness. The City shall meet its obligations under this Agreement only after the City has satisfied all other obligations with respect to the use of sales tax revenues for bond repayment purposes. For the purposes of this Agreement, the terms "bonded indebtedness," "bonds," and similar terms describing the possible forms of indebtedness include all forms of indebtedness that may be incurred by the City, including, but not limited to, general obligation bonds, revenue bonds, revenue anticipation notes, tax increment notes, tax increment bonds, and all other forms of contractual indebtedness of whatsoever nature that is in any way secured or collateralized by sales and use tax revenues of the City.

13. Annual Appropriation. Nothing in this Agreement shall be deemed or construed as creating a multiple fiscal year obligation on the part of the City within the meaning of Colorado Constitution Article X, Section 20 or any other constitutional or statutory provision, and the City's obligations hereunder are expressly conditional upon annual appropriation by the City Council, in its sole discretion. Company understands and agrees that any decision of City Council to not appropriate funds for payment shall be without penalty or liability to the City and, further, shall not affect, impair, or invalidate any of the remaining terms or provisions of this Agreement.

14. Governing Law: Venue; Dispute Resolution. This Agreement shall be governed and construed in accordance with the laws of the State of Colorado. This Agreement shall be subject to, and construed in strict accordance with, the Louisville City Charter and the Louisville Municipal Code. Any action arising out of, in connection with, or relating to this Agreement shall be filed in the District Court of Boulder County of the State of Colorado and in no other court or jurisdiction. In the event of a dispute concerning any provision of this Agreement, the parties agree that prior to commencing any litigation, they shall first engage in good faith the services of a mutually acceptable, qualified, and experienced mediator, or panel of mediators for the purpose of resolving such dispute; except that, either party may seek injunctive or other equitable relief in the District Court of Boulder County without first submitting the dispute to mediation. The costs of any mediation shall be split equally between the parties. The costs of any arbitration shall be split equally between the parties. The prevailing party in any proceeding in District Court (or appeals thereof) shall be entitled to reimbursement of its attorney fees related to such proceeding.

15. Legal Challenge; Escrow. The City shall have no obligation to make any rebate payment hereunder during the pendency of any legal challenge to

this Agreement. The parties covenant that neither will initiate any legal challenge to the validity or enforceability of this Agreement, and the parties will cooperate in defending the validity or enforceability of this Agreement against any challenge by any third party. Any funds appropriated for payment under this Agreement shall be escrowed in a separate City account in the event there is a legal challenge to this Agreement.

16. Personal Agreement; Assignment. This Agreement is personal to the Company and does not attach to or run with the Property. Neither party shall record this Agreement in the property records of the Boulder County Clerk and Recorder. The Company may not assign any of the obligations, benefits or provisions of the Agreement in whole or in any part without the express written authorization of the City Council of the City. Any purported assignment, transfer, pledge, or encumbrance made without such prior written authorization shall be void.

17. No Joint Venture. Nothing in this Agreement is intended or shall be construed to create a joint venture between the City and the Company and the City shall never be liable or responsible for any debt or obligation of Company.

18. No Third-Party Beneficiaries. The terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to City and Company, 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 City or Company receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

This Agreement is enacted this 11th day of July, 2023.

PARCEL O PRODUCTIONS LLC
a Colorado limited liability company

By: _____
Jeff Youngstrom
Owner

CITY OF LOUISVILLE

_____
Dennis Maloney
Mayor

ATTEST:

_____
Meredyth Muth, City Clerk

BAP Estimate - ArepasCO
550 McCasline Blvd (Relish)
750 SF

New Retail Sales Tax- 50%	Detail of Taxes	Amount Paid	Rebate %	Rebate Amount
	City Use- 3%	$ 198,600.00	50%	$ 99,300.00
	Open Space- .5%	$ 33,100.00	N/A	$ -
	Historic Preservation- .125%	$ 8,275.00	N/A	$ -
	Recreation Center- .150%	$ 9,930.00	N/A	$ -
	Subtotal	**$ 249,905.00**		**$ 99,300.00**

Gross Retail Sales Projections		
Year 1	$	1,100,000.00
Year 2	$	1,200,000.00
Year 3	$	1,320,000.00
Year 4	$	1,480,000.00
Year 5	$	1,520,000.00
	$	**6,620,000.00**

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View results

Respondent		
1	Anonymous	143:03 Time to complete

1. Do you meet the eligiblity requirements?

• New business considering Louisville as a location;
• Business considering relocating to the City from another community; or
• Existing Louisville business that is relocating within the City, either to continue operations or to expand. *

- (●) Yes
- ( ) No

2. Do you understand the incentive approval process?

Approval Process
• Business submits completed application.
• Staff reviews application for completeness; produces estimate of available incentives.
• If business wishes to pursue assistance, staff seeks City Manager approval of recommended incentives.
• Staff develops Assistance Agreement in consultation with the City Attorney; applicant agrees-to and executes agreement.
• Assistance packages valued at under $50,000 may be approved administratively by the City Manager.
• Assistance packages valued at more than $50,000 must be considered for approval via a public hearing of the City Council.
• Amendments to existing Assistance Agreements follow the same process as above and are generally considered by City Council on the consent agenda; however, any amendments that increases the original agreed-to assistance by 5% also require a public hearing of the City Council.
• Business should notify staff when it secures the planned location in Louisville, as this triggers tracking of approved incentives.
• If business has not already, it should obtain a sales tax license from the City.
• All businesses approved for assistance must still follow all requirements of the City's building permit and planning/zoning processes. *

- (●) Yes
- ( ) No

3. Applicant E-Mail *

arepasco2020@gmail.com

4. Business/Company Name *

ArepasCO LLC

5. Business/Company Addresss *

12731 ivahoe st thornton CO 80602

6. Doing Business As/Project Name

ArepasCO

7. Please describe the company's mission, core products and services. *

we are a company dedicated to providing authentic Venezuelan food with a gourmet style; committed to innovation, creativity and high quality of our products; placing all our love and desire in the satistaction of our customers.

8. Please describe the company's history such as formation, leadership team, history and other relevant information *

Arepasco is a family business that was founded on April 8, 2020, which was inspired to bring a variety of typical Venezuelan dishes to Colorado for our consumers in general; the arepa being our main product, including gluten-free, vegan-vegetariana food. In this way, we make our totally homemade seasoning known and the same time placing an authentic touch in our presentations.
Our leadership team is made up of immigrants in the health and administration areas.
Betzy Rincon
Lic. in Nursing. Barinas/ Venezuela.
Determined, active and diligent in promoting our Venezuelan food business in the Colorado/Colorado Metropolitan area.
Facing all chanllenges with an entrepreneurial attitude, which allows me to achieve all the goals we have set for ArepasCO.

Loirissell Aguero
Tech. in Marketing. Lara /Venezuela
Dreamer, Authentic and creative!!!!!these are the words that help me describe myself on this
journey ass an entrepreneur. I firmly believe that we will promote this business idea with quality and we will be worthy representives of popular Venezuelan gastronomy, in this beautiful state of Colorado.

9. Company Website *

ⓘ Forms has a new and improved sync with Excel. To continue syncing new responses, you must update this workbook soon. Update sync in Excel

www.arepasco.com

10. Business Contact First and Last Name *

Loirissell Aguero Vergara

11. Business Contact Title *

Owner

12. Business Contact Phone Number *

7208001402

13. Business Contact E-mail *

arepasco2020@gmail.com

14. Proposed Business Location *

550 s mccaslin blvd, Louisville, CO 80027

15. Project Description and Goals - Please share background on what kind of business investment you are looking to make in Louisville. (Describe the new business, adaptive reuse of an existing space, build-out, reason for location decision, etc) *

we will be located within a new food hall and pickleball concept that will open in Louisville, colorado. It is an existing location that is currently under renovation and construction and within it we have an allocated space to build our food business and promote our food while also being able to contribute to the gastronomic diversity of Louisville.

16. What kind of project are you *

- ○ New Business Locating in Louisville
- ◉ Existing Business Expanding in Louisville
- ○ Existing Business Moving within Louisville

17. What kind of space are you moving into? *

- ◉ Existing Space
- ○ Construct New Space

18. Have you already signed a lease or purchased a property? *

- ○ Yes
- ◉ No

19. Estimated Valuation for Construction of Project (please break out into core/shell construction, signage, tenant finish, etc) *

Desing, layout, permitting and paper work- $13.500 construtión - $55,000-70,000 kitchen Equipment- $20,000- 30,000
So we plan to spend around $85,000- $100,000 for our buildout

20. Number of years in business *

FOUR YEAR

21. Project Decision Date *

8/26/2024

22. Planned Start of Construction *

10/1/2024

23. Planned Opening Date *

ⓘ Forms has a new and improved sync with Excel. To continue syncing new responses, you must update this workbook soon. Update sync in Excel

3/1/2025

24. Other Locations Under Consideration for Location Decision *

- ○ In Boulder County
- ○ In Colorado
- ◉ Aurora

25. Current Number of Employees *

6 employees

26. Planned number of employees at businesss opening *

6

27. Planned number of employees after three years. *

8

28. Average Salary Paid (without benefits) *

18 for hour

29. Will employees recieve benefits? If so, what benefits? *

no

30. Anticiapted Annual Payroll *

168,000

31. Anticiapted Gross Sales for first year of operations. *

$1.100.000,00

32. Anticiapted Gross Sales for the first seven years of operations, broken down by year. *

2025 $1.100.000,00
2026 $ 1.200.000,00
2027 $ 1.320.000,00
2028 $ 1.480.000,00
2029 $ 1.520.000,00
2030 $ 1.680.000,00
2031 $ 1.720.000,00

33. Anticiapted Gross Purchases subject to Consumer Use Tax for first year of operations. *

$240,000,00

34. Anticiapted Gross Purchases subject to Consumer Use Tax for the first seven years of operation, broken down by year. *

$280.000

35. How will your project imapct the City of Louisville? *

Our project will positively impact the city by bringing a new food option to Louisville residents, and will also attract new visitors. Ourr business will help the economic growth of the city through our tax contribution and will also help create employment opprtunities

36. How will this incentive positively impact your businesses? *

it will help us grow and expand in the marketing area to attract more public to the area.

37. Louisville Sales Tax License Number *

ⓘ Forms has a new and improved sync with Excel. To continue syncing new responses, you must update this workbook soon. Update sync in Excel

38. Which Incentive components are you applying for? *

- [ ] Plan Review and Building Permit Fees Rebates
- [ ] Signage Rebates
- [x] General Sales Tax Rebate
- [ ] General Consumer Tax Rebate
- [ ] Vacancy Bonus
- [ ] Other

39. What percentage rebate are you seeking? *

50%

40. Has the Business or Applicant recieved an Incentive from the City of Louisville in the past? *

- ○ Yes
- ◉ No

41. If so, pleae describe the previous incentive recieved. Write N/A if not applicable. *

N/A

42. Are you able to attend a City Council Meeting when this incentive application is presented to help answer any questions that may arise? *

- ◉ Yes
- ○ No

43. Do you understand that all incentives are provided on a case-by-case basis and are subject to eligiblity and staff review of project impact to the community? *

- ◉ Yes
- ○ No

44. Date of Submitted Application *

9/10/2024

45. By entering your name below, you attest that all of the information contained above is correct and represents the company's intent to open or grow a business in Louisville, Colorado. *

Loirissell Aguero

SUBJECT: **RESOLUTION NO. 11, SERIES 2025 – A RESOLUTION APPROVING A BUSINESS ASSISTANCE AGREEMENT WITH BOARDS AND BITES LLC FOR AN ECONOMIC DEVELOPMENT PROJECT IN THE CITY OF LOUISVILLE**

DATE: **MARCH 4, 2025**

PRESENTED BY: **AUSTIN BROWN, ECONOMIC VITALITY SPECIALIST**

SUMMARY:
Staff requests City Council action on a proposed Business Assistance Package (BAP) for Boards and Bites LLC, doing business as Boards and Bites, which will be occupying a food hall stand at Relish.

DISCUSSION:
City Council approved Resolution No. 42, Series 2023 approving a Business Assistance Agreement for Parcel O Productions LLC in July 2023 (Attachment #1) for the construction of a new pickle ball and food hall establishment at 550 S McCaslin Blvd. As part of the project, there will be eight new food hall vendors operating stands in the food hall. As a new business to Louisville, each of the individual food vendors is eligible for participation within the Business Assistance Program (BAP). Staff has received an application from Boards and Bites requesting a 50% rebate on sales tax paid to the City.

Boards and Bites is a new concept from the Rocky Mountain Tap & Garden leadership team. Their plan is to develop a unique food stall and pop up business focused on a build your own charcuterie model. In addition to the food stand, the company states that it hopes to develop a mobile unit for markets, events and catering. The company is looking to add a local expert with years of experience within the food and beverage industry to help develop a foundation for this model.

Boards and Bites anticipates that it will have 6 full-time employees and 4 part-time employees at opening. The business projects that employment will grow to 10 full-time employees and 8 part-time employees within the first 5 years of operation. Full-time salaries are expected to be around $40,000 per year, while part-time employees are expected to make around $15,000 per year. The company estimates that it will collect and remit $169,875 in Retail Sales Tax over the first five years of operation.

Staff finds that the business meets the general criteria by which assistance may be granted in accordance with the Business Assistance Policy in Section 3.24 of the Louisville Municipal Code. The Company's completed Business Assistance Program Application is attached as reference. The main criteria this project meets are:

- Retains existing jobs in the City;
- Brings new basic jobs to the City; and

- Generates existing and new Retail Sales Tax to the City.

Based on the estimates provided in the BAP application, staff recommends a 50% rebate of Retail Sales Tax each year for the first five years of operation. As outlined in the attached Agreement, staff proposes the 50% rebate on Retail Sales Tax be capped at $85,000. Per the program Criteria, the sales tax rebate excludes the City's Open Space, Historic Preservation, and Recreation Center Taxes.

New Retail Sales Tax- 50%	Detail of Taxes	Amount Paid	Rebate %	Rebate Amount
	City Use- 3%	$ 168,000.00	50%	$ 84,000.00
	Open Space- .5%	$ 28,000.00	N/A	$ -
	Historic Preservation- .125%	$ 7,000.00	N/A	$ -
	Recreation Center- .150%	$ 8,400.00	N/A	$ -
	Subtotal	**$ 211,400.00**		**$ 84,000.00**

Based on these estimates, the City will receive $211,400 in sales tax revenue (net $127,400 after proposed rebates). The Agreement is void if Boards and Bites does not complete the project by December 31, 2025. If the business does not remain in Louisville for a period of ten (10) years, the Agreement provides for a percentage of rebates received to be repaid to the City.

FISCAL IMPACT:
Based on estimates, the City will receive $211,400 in new sales tax revenue over a five-year period. Per the proposed agreement, the City would net $127,400 and Boards and Bites would be rebated $84,000. Following the five-year term of the agreement, the City will retain all sales tax revenue generated by the business.

PROGRAM/SUB-PROGRAM IMPACT:
The recommended Business Assistance Agreement supports the Economic Prosperity Program Goal to promote a thriving business climate that provides job opportunities, facilitates investment, and produces reliable revenue to support City services.

RECOMMENDATION:
Staff recommends City Council adopt the attached Resolution approving a Business Assistance Agreement with Boards and Bites LLC, doing business as Boards and Bites.

ATTACHMENTS:
1. Resolution No. 11, Series 2025
2. Business Assistance Agreement for Boards and Bites
3. Relish Business Assistance Package
4. Business Assistance Rebate Estimates
5. Business Assistance Program Application

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**

RESOLUTION NO. 11
SERIES 2025

A RESOLUTION APPROVING A BUSINESS ASSISTANCE AGREEMENT WITH BOARDS AND BITES FOR AN ECONOMIC DEVELOPMENT PROJECT IN THE CITY OF LOUISVILLE

WHEREAS, the successful attraction of quality development to the City of Louisville provides employment opportunities and increased revenue for citizen services and is therefore an important public purpose; and

WHEREAS, it is important for the City of Louisville to create and retain quality jobs and remain competitive with other local governments in creating assistance for occupancy of commercial space in the City; and

WHEREAS, Boards and Bites is seeking to lease 450 square feet in the food hall at 550 S McCaslin Boulevard, which will result in new jobs and tax revenue to the City; and

WHEREAS, the Business Assistance Agreement between the City and Boards and Bites is attached hereto as Exhibit "A" and incorporated herein by this reference; and

WHEREAS, pursuant to the Constitution of the State of Colorado, and the Home Rule Charter and ordinances of the City of Louisville, the City has authority to enter into the proposed Business Assistance Agreement; and

WHEREAS, the City Council finds that the proposed Business Assistance Agreement is consistent with and in furtherance of the business assistance policies of the City, and desires to approve the Agreement and authorize its execution and implementation.

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

1. The proposed Business Assistance Agreement between the City of Louisville and Boards and Bites (the “Agreement”) is hereby approved in essentially the same form as the copy of such Agreement accompanying this Resolution.

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

3. City staff is hereby authorized to do all things necessary on behalf of the City to perform the obligations of the City under the Agreement, including but not

limited to funding and implementation of the Agreement in accordance with and upon performance of the terms thereof.

PASSED AND ADOPTED this 4th day of March, 2025.

_____
Christopher M. Leh, Mayor

ATTEST:

_____
Genny Kline, Interim City Clerk

EXHIBIT A

Copy of Business Assistance Agreement

BUSINESS ASSISTANCE AGREEMENT FOR
BOARDS AND BITES LLC IN THE CITY OF LOUISVILLE

THIS AGREEMENT ("Agreement") is made and entered into as of the _____ day of _____, 2025, between the CITY OF LOUISVILLE, a Colorado home rule municipal corporation (the "City"), and BOARDS AND BITES LLC (the "Company"), doing business as Boards and Bites, a Colorado limited liability company.

WHEREAS, the City wishes to provide certain business assistance in connection with the Company's desire to open a new business in Louisville (the "Project"); and

WHEREAS, the Company seeks to occupy 450 square feet of food hall space at 550 S McCaslin Boulevard; and

WHEREAS, the Company will bring new basic jobs to the City, as well as generate new fee and tax revenues; and

WHEREAS, the City Council finds the execution of this Agreement will serve to provide a benefit and advance the public interest and welfare of the City and its citizens by securing this economic development project within the City; And

WHEREAS, pursuant to Chapter 3.24 of the Louisville Municipal Code, sales tax rebates must be limited to the amount of sales tax collected by the City over and above a base amount negotiated by, and agreed upon by, the applicant and the City, and which base amount shall never be lower than the amount of sales taxes collected by the City at the property in question in the previous 12 months; and

WHEREAS, no sales tax has been generated at the Project location in the previous 12 months, and thus the City and the Company desire, for purpose of this Agreement, to set the sales tax base at zero dollars ($0), and that the sales tax rebate under this Agreement shall be limited to fifty percent (50%) of sales tax actually collected by the City and attributable solely to new retail sales generated by operation of the Project and occurring at the Project location for the period described, and subject to the exceptions, restrictions, and limitations set forth, in this Agreement; and

WHEREAS, for the reasons set forth above, the City desires to provide certain other rebates to Company as further described, and subject to the exceptions, restrictions, and limitations as set forth, in this Agreement.

NOW THEREFORE, in consideration of the mutual promises set forth below, the City and Company agree as follows:

1. Enhanced Sales Tax Rebates. The City shall rebate to the Company 50% of the Sales Tax revenues derived from the imposition of the City's 3.0% General Sales Tax (excluding all revenues derived from the City's .5% Open Space Tax, the .125% Historic Preservation Tax, the .15% Recreation Center Tax, and any new sales taxes) that is actually collected by the City and attributable solely to new retail sales generated by operation of the Project and occurring at the Project Location, for a five-year period commencing on the first day of the month following the day the Company begins retail sales to the public from the Project Location ("the Commencement Date"). The five-year rebate period shall commence upon and run continuously from the Commencement Date.

2. Payment of Rebates; Cap; Inspection. The maximum amount of the rebates payable pursuant to Section 1 above shall in no event exceed the calculation of 50% of the taxes described in Section 1 above; provided, further that the total maximum amount of rebates payable pursuant to Section 1 shall in no event exceed eighty five thousand dollars ($85,000). Sales Tax rebates pursuant to Section 1 shall terminate when (a) the Company has received from the City the last rebate payment under this Agreement for the five-year rebate period, or (b) the Company has received $85,000 in rebate payments, whichever occurs first. The Sales Tax rebate provided for in Section 1 above shall be paid by the City to Company in annual installments, on or before March 31 of the following year, subject to Sections 3, 4, and 5 below. All rebate payments will be remitted by the City to the Company at the address set forth in Section 6. At the end of each month, on or before the 20th of the following month, the Company shall submit the appropriate Sales/Use Tax return form and remit to the City its total monthly Sales/Use Tax payment due for the previous month.

3. No Interest; Inspection and Disclosure of Records. No interest shall be paid on any amounts subject to rebate under this Agreement. Each party and its agents shall have the right to inspect and audit the applicable records of the other party, on reasonable notice during normal business hours, to verify the amount of any payment under this Agreement, and each party shall cooperate and take such actions as may be necessary to allow such inspections and audits. The Company acknowledges that implementation of this Agreement requires calculations based on the amount of taxes collected and paid by the Company with respect to the term of this Agreement and issuance of rebate payment checks in amounts determined pursuant to this Agreement, and that the amounts of the rebate payment checks will be public information. The Company, for itself, its successors, assigns, and affiliated entities, hereby releases and agrees to hold harmless the City and its officers and employees from any and all liability, claims, demands, and expenses in any manner connected with any dissemination of information necessary for or generated in connection with the implementation of rebate provisions of this Agreement.

4. Use of Funds; Future Fees. Funds rebated to the Company pursuant to this Agreement shall be used by the Company solely for obligations and/or improvements permitted under Louisville Municipal Code section 3.24.060 (as enacted by Ordinance No. 1507, Series 2007), which includes, but is not limited to, creation of new tax revenue and new jobs in the City.

5. Effect of Change in Tax Rate. Any increase or decrease in the City General Sales Tax rate above or below the applicable tax rate on the date of execution of this Agreement shall not affect the rebate payments to be made pursuant to this Agreement; rather, the amount of the rebate payments will continue to be based upon the General Sales Tax rates applicable on the date of execution of this Agreement (excluding the City's 0.5% Open Space Tax, 0.125% Historic Preservation Tax, and 0.15% Recreation Center Tax). Any decrease in the City General Sales Tax rates shall cause the amount of the rebate payments made pursuant to this Agreement to be based on the applicable percentage of revenues actually received by the City from application of the tax rate affected (excluding said Open Space, Historic Preservation, Recreation Center, or future special Sales or Use taxes).

6. Entire Agreement; Notices. This instrument shall constitute the entire agreement between the City and the Company and supersedes any prior agreements between the parties and their agents or representatives, all of which are merged into and revoked by this Agreement with respect to its subject matter. Contact information is as follows:

   If to Company:
   Boards and Bites LLC
   Attn: Garret Nicodemus
   196 S Fillmore Ave
   Louisville, CO 80027
   720.261.5567
   garretcu@gmail.com

   If to City:
   Louisville City Hall
   Attn: Economic Vitality
   749 Main Street
   Louisville, CO 80027
   303.335.4531
   EconomicVitality@LouisvilleCO.gov

7. Termination. This Agreement shall terminate and become void and of no force or effect upon the City if, by December 31, 2025, the Company has not completed the Project as described in the Company's application for business assistance (as evidenced by a successful final inspection for the Project); or should the Project fail to comply with any City code.

8. Business Termination. In the event the Company, and/or its successors and assigns, ceases business operations in the City within ten (10) years after the Certificate of Occupancy has been received for the Project, then in such event the Company shall pay to the City a portion of the total amount of Sales Taxes which were due and payable by the Company to the City but were rebated by the City. For each full year that the Company, and/or its successors and assigns, cease operations at the Project Location, the City shall receive back 10% of the foregoing amounts.

9. Subordination. Notwithstanding anything in this Agreement to the contrary, the City's obligations pursuant to this Agreement are subordinate to the City's obligations for the repayment of any current or future bonded indebtedness and are contingent upon the existence of a surplus in sales and use tax revenues in excess of the sales and use tax revenues necessary to meet such existing or future bond indebtedness. The City shall meet its obligations under this Agreement only after the City has satisfied all other obligations with respect to the use of sales tax revenues for bond repayment purposes. For the purposes of this Agreement, the terms "bonded indebtedness," "bonds," and similar terms describing the possible forms of indebtedness include all forms of indebtedness that may be incurred by the City, including, but not limited to, general obligation bonds, revenue bonds, revenue anticipation notes, tax increment notes, tax increment bonds, and all other forms of contractual indebtedness of whatsoever nature that is in any way secured or collateralized by sales and use tax revenues of the City.

10. Annual Appropriation. Nothing in this Agreement shall be deemed or construed as creating a multiple fiscal year obligation on the part of the City within the meaning of Colorado Constitution Article X, Section 20 or any other constitutional or statutory provision, and the City's obligations hereunder are expressly conditional upon annual appropriation by the City Council, in its sole discretion. Company understands and agrees that any decision of City Council to not appropriate funds for payment shall be without penalty or liability to the City and, further, shall not affect, impair, or invalidate any of the remaining terms or provisions of this Agreement.

11. Governing Law: Venue; Dispute Resolution. This Agreement shall be governed and construed in accordance with the laws of the State of Colorado. This Agreement shall be subject to, and construed in strict accordance with, the Louisville City Charter and the Louisville Municipal Code. Any action arising out of, in connection with, or relating to this Agreement shall be filed in the District Court of Boulder County of the State of Colorado and in no other court or jurisdiction. In the event of a dispute concerning any provision of this Agreement, the parties agree that prior to commencing any litigation, they shall first engage in good faith the services of a mutually acceptable, qualified, and experienced mediator, or panel of mediators for the purpose of resolving such dispute; except that, either party may seek injunctive or other equitable relief in the District Court of Boulder

County without first submitting the dispute to mediation. The costs of any mediation shall be split equally between the parties. The costs of any arbitration shall be split equally between the parties. The prevailing party in any proceeding in District Court (or appeals thereof) shall be entitled to reimbursement of its attorney fees related to such proceeding.

12. Legal Challenge; Escrow. The City shall have no obligation to make any rebate payment hereunder during the pendency of any legal challenge to this Agreement. The parties covenant that neither will initiate any legal challenge to the validity or enforceability of this Agreement, and the parties will cooperate in defending the validity or enforceability of this Agreement against any challenge by any third party. Any funds appropriated for payment under this Agreement shall be escrowed in a separate City account in the event there is a legal challenge to this Agreement.

13. Personal Agreement; Assignment. This Agreement is personal to the Company and does not attach to or run with the Property. Neither party shall record this Agreement in the property records of the Boulder County Clerk and Recorder. The Company may not assign any of the obligations, benefits or provisions of the Agreement in whole or in any part without the express written authorization of the City Council of the City. Any purported assignment, transfer, pledge, or encumbrance made without such prior written authorization shall be void.

14. No Joint Venture. Nothing in this Agreement is intended or shall be construed to create a joint venture between the City and the Company and the City shall never be liable or responsible for any debt or obligation of Company.

15. No Third-Party Beneficiaries. The terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to City and Company, 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 City or Company receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

This Agreement is enacted this _____ day of _____, 2025.

BOARDS AND BITES LLC
a Colorado limited liability company

By: _____
Garret Nicodemus
Owner

CITY OF LOUISVILLE

_____
Chris Leh
Mayor

ATTEST:

_____
Meredyth Muth, City Clerk

BUSINESS ASSISTANCE AGREEMENT FOR
PARCEL O PRODUCTIONS LLC IN THE CITY OF LOUISVILLE

THIS AGREEMENT ("Agreement") is made and entered into as of the 11th day of July, 2023, between the CITY OF LOUISVILLE, a Colorado home rule municipal corporation (the "City"), and PARCEL O PRODUCTIONS LLC (the "Company"), doing business as Relish, a Colorado limited liability company.

WHEREAS, the City wishes to provide certain business assistance in connection with the Company's desire to open a new business in Louisville (the "Project"); and

WHEREAS, the Company seeks to occupy 79,000 square feet of existing commercial space at 550 S McCaslin Boulevard; and

WHEREAS, the Company will bring new basic jobs to the City, as well as generate new fee and tax revenues; and

WHEREAS, the City Council finds the execution of this Agreement will serve to provide a benefit and advance the public interest and welfare of the City and its citizens by securing this economic development project within the City; And

WHEREAS, pursuant to Chapter 3.24 of the Louisville Municipal Code, sales tax rebates must be limited to the amount of sales tax collected by the City over and above a base amount negotiated by, and agreed upon by, the applicant and the City, and which base amount shall never be lower than the amount of sales taxes collected by the City at the property in question in the previous 12 months; and

WHEREAS, no sales tax has been generated at the Project location in the previous 12 months, and thus the City and the Company desire, for purpose of this Agreement, to set the sales tax base at zero dollars ($0), and that the sales tax rebate under this Agreement shall be limited to fifty percent (50%) of sales tax actually collected by the City and attributable solely to new retail sales generated by operation of the Project and occurring at the Project location for the period described, and subject to the exceptions, restrictions, and limitations set forth, in this Agreement; and

WHEREAS, for the reasons set forth above, the City desires to provide certain other rebates to Company as further described, and subject to the exceptions, restrictions, and limitations as set forth, in this Agreement.

NOW THEREFORE, in consideration of the mutual promises set forth below, the City and Company agree as follows:

1. Building Permit Fee Rebates. The City shall rebate to the Company 50% of the building related permit fees for the Project, required under section 15.04.050 of the Louisville Municipal Code (the "City Code") and section 108.2 of the International Building Code as adopted by the City, for the period from execution of this Agreement and ending May 31, 2025.

2. Use Tax Rebate-Construction. The City shall rebate to the Company 50% of the Construction Use Tax on the construction materials for the Project, required under section 3.20.300 of the City Code, excluding all revenues from the Open Space Tax, Historic Preservation Tax, and Recreation Center Tax for the Project, for the period from execution of this Agreement and ending May 31, 2025.

3. Sign Permit Fee Rebates. The City shall rebate to the Company 50% of the sign related permit fees for the Project, required under the City of Louisville Sign Code, adopted by Ordinance 1779, Series 2019, and codified as Appendix B to Chapter 17 of the City Code, and as may be amended from time to time, for the period from execution of this agreement and ending May 31, 2025. For purposes of this Section, "sign related permit fees" include sign permit fees, in-house sign plan review, and the use tax assessed on the valuation of signs installed as part of the Project.

4. Enhanced Sales Tax Rebates. The City shall rebate to the Company 50% of the Sales Tax revenues derived from the imposition of the City's 3.0% General Sales Tax (excluding all revenues derived from the City's .375% Open Space Tax, the .125% Historic Preservation Tax, the .15% Recreation Center Tax, and any new sales taxes) that is actually collected by the City and attributable solely to new retail sales generated by operation of the Project and occurring at the Project Location, for a five-year period commencing on the first day of the month following the day the Company begins retail sales to the public from the Project Location ("the Commencement Date"). The five-year rebate period shall commence upon and run continuously from the Commencement Date.

5. Payment of Rebates; Cap; Inspection. The maximum amount of the rebates payable pursuant to Sections 1, 2 and 3 above shall in no event exceed the lesser of (i) the calculation of 50% of the fees or taxes described in Sections 1, 2 and 3 paid to the City, or (ii) one hundred twenty-nine thousand two hundred and fifty dollars ($129,250). The maximum amount of the rebates payable pursuant to Section 4 above shall in no event exceed the calculation of 50% of the taxes described in Section 4 above; provided, further that the total maximum amount of rebates payable pursuant to Section 4 shall in no event exceed three hundred twenty thousand dollars ($320,000). Sales Tax rebates pursuant to Section 4 shall terminate when (a) the Company has received from the City the last rebate payment under this Agreement for the five-year rebate period, or (b) the Company has received $320,000 in rebate payments, whichever occurs first. The building permit fee, sign permit fee and construction use tax rebates in Sections 1,

2 and 3 pertaining to each phase of the Project shall be paid by the City to Company within 120 days following issuance of the certificate of occupancy or final inspection for the applicable portion of the Project work, as reasonably determined by the City, subject to Sections 6, 7 and 8 below. The Sales Tax rebate provided for in Section 4 above shall be paid by the City to Company in annual installments, on or before March 31 of the following year, subject to Sections 6, 7, and 8 below. All rebate payments will be remitted by the City to the Company at the address set forth in Section 9. At the end of each month, on or before the 20th of the following month, the Company shall submit the appropriate Sales/Use Tax return form and remit to the City its total monthly Sales/Use Tax payment due for the previous month.

6. No Interest; Inspection and Disclosure of Records. No interest shall be paid on any amounts subject to rebate under this Agreement. Each party and its agents shall have the right to inspect and audit the applicable records of the other party, on reasonable notice during normal business hours, to verify the amount of any payment under this Agreement, and each party shall cooperate and take such actions as may be necessary to allow such inspections and audits. The Company acknowledges that implementation of this Agreement requires calculations based on the amount of taxes collected and paid by the Company with respect to the term of this Agreement and issuance of rebate payment checks in amounts determined pursuant to this Agreement, and that the amounts of the rebate payment checks will be public information. The Company, for itself, its successors, assigns, and affiliated entities, hereby releases and agrees to hold harmless the City and its officers and employees from any and all liability, claims, demands, and expenses in any manner connected with any dissemination of information necessary for or generated in connection with the implementation of rebate provisions of this Agreement.

7. Use of Funds; Future Fees. Funds rebated to the Company pursuant to this Agreement shall be used by the Company solely for obligations and/or improvements permitted under Louisville Municipal Code section 3.24.060 (as enacted by Ordinance No. 1507, Series 2007), which includes, but is not limited to, creation of new tax revenue and new jobs in the City. The Building Permit Fee, Sign Permit Fee and Construction Use Tax rebates provided for under this Agreement are solely for construction activities and purchases for this Project during the periods stated in Sections 1-3, above. Any previous or subsequent purchases and construction activities shall be subject to payment without rebate of all applicable building permit fees, sign permit fees and construction use taxes.

8. Effect of Change in Tax Rate. Any increase or decrease in the City General Sales, Construction Use, or Use Tax- Tangible Goods rate above or below the applicable tax rate on the date of execution of this Agreement shall not affect the rebate payments to be made pursuant to this Agreement; rather, the amount of the rebate payments will continue to be based upon the

General Sales, Construction Use, or Consumer Use Tax rates applicable on the date of execution of this Agreement (excluding the City's 0.375% Open Space Tax, 0.125% Historic Preservation Tax, and 0.150% Recreation Center Tax). Any decrease in the City General Sales, Construction Use, or Use Tax- Tangible Goods rates shall cause the amount of the rebate payments made pursuant to this Agreement to be based on the applicable percentage of revenues actually received by the City from application of the tax rate affected (excluding said Open Space, Historic Preservation, Recreation Center, or future special Sales or Use taxes).

9. Entire Agreement; Notices. This instrument shall constitute the entire agreement between the City and the Company and supersedes any prior agreements between the parties and their agents or representatives, all of which are merged into and revoked by this Agreement with respect to its subject matter. Contact information is as follows:

   If to Company:
   Parcel O Productions LLC
   Attn: Jeff Youngstrom
   254 Hoover Court
   Louisville, CO 80027
   303-521-8640
   Youngstom.jeff@gmail.com

   If to City:
   Louisville City Hall
   Attn: Economic Vitality
   749 Main Street
   Louisville, CO 80027
   720.534.1209
   akroner@louisvilleco.gov

10. Termination. This Agreement shall terminate and become void and of no force or effect upon the City if, by May 31, 2025, the Company has not completed the Project as described in the Company's application for business assistance (as evidenced by a successful final inspection for the Project); or should the Project fail to comply with any City code.

11. Business Termination. In the event the Company, and/or its successors and assigns, ceases business operations in the City within ten (10) years after the Certificate of Occupancy has been received for the Project, then in such event the Company shall pay to the City a portion of the total amount of Building Permit Fees, Sign Permit Fees, Construction Use Taxes, and Sales Taxes which were due and payable by the Company to the City but were rebated by the City. For each full year that the Company, and/or its successors and assigns, cease operations at the Project Location, the City shall receive back 10% of the foregoing amounts.

12. Subordination. Notwithstanding anything in this Agreement to the contrary, the City's obligations pursuant to this Agreement are subordinate to the City's obligations for the repayment of any current or future bonded indebtedness and are contingent upon the existence of a surplus in sales and use tax revenues in excess of the sales and use tax revenues necessary to meet such existing or future bond indebtedness. The City shall meet its obligations under this Agreement only after the City has satisfied all other obligations with respect to the use of sales tax revenues for bond repayment purposes. For the purposes of this Agreement, the terms "bonded indebtedness," "bonds," and similar terms describing the possible forms of indebtedness include all forms of indebtedness that may be incurred by the City, including, but not limited to, general obligation bonds, revenue bonds, revenue anticipation notes, tax increment notes, tax increment bonds, and all other forms of contractual indebtedness of whatsoever nature that is in any way secured or collateralized by sales and use tax revenues of the City.

13. Annual Appropriation. Nothing in this Agreement shall be deemed or construed as creating a multiple fiscal year obligation on the part of the City within the meaning of Colorado Constitution Article X, Section 20 or any other constitutional or statutory provision, and the City's obligations hereunder are expressly conditional upon annual appropriation by the City Council, in its sole discretion. Company understands and agrees that any decision of City Council to not appropriate funds for payment shall be without penalty or liability to the City and, further, shall not affect, impair, or invalidate any of the remaining terms or provisions of this Agreement.

14. Governing Law: Venue; Dispute Resolution. This Agreement shall be governed and construed in accordance with the laws of the State of Colorado. This Agreement shall be subject to, and construed in strict accordance with, the Louisville City Charter and the Louisville Municipal Code. Any action arising out of, in connection with, or relating to this Agreement shall be filed in the District Court of Boulder County of the State of Colorado and in no other court or jurisdiction. In the event of a dispute concerning any provision of this Agreement, the parties agree that prior to commencing any litigation, they shall first engage in good faith the services of a mutually acceptable, qualified, and experienced mediator, or panel of mediators for the purpose of resolving such dispute; except that, either party may seek injunctive or other equitable relief in the District Court of Boulder County without first submitting the dispute to mediation. The costs of any mediation shall be split equally between the parties. The costs of any arbitration shall be split equally between the parties. The prevailing party in any proceeding in District Court (or appeals thereof) shall be entitled to reimbursement of its attorney fees related to such proceeding.

15. Legal Challenge; Escrow. The City shall have no obligation to make any rebate payment hereunder during the pendency of any legal challenge to

this Agreement. The parties covenant that neither will initiate any legal challenge to the validity or enforceability of this Agreement, and the parties will cooperate in defending the validity or enforceability of this Agreement against any challenge by any third party. Any funds appropriated for payment under this Agreement shall be escrowed in a separate City account in the event there is a legal challenge to this Agreement.

16. Personal Agreement; Assignment. This Agreement is personal to the Company and does not attach to or run with the Property. Neither party shall record this Agreement in the property records of the Boulder County Clerk and Recorder. The Company may not assign any of the obligations, benefits or provisions of the Agreement in whole or in any part without the express written authorization of the City Council of the City. Any purported assignment, transfer, pledge, or encumbrance made without such prior written authorization shall be void.

17. No Joint Venture. Nothing in this Agreement is intended or shall be construed to create a joint venture between the City and the Company and the City shall never be liable or responsible for any debt or obligation of Company.

18. No Third-Party Beneficiaries. The terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to City and Company, 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 City or Company receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

This Agreement is enacted this 11th day of July, 2023.

PARCEL O PRODUCTIONS LLC
a Colorado limited liability company

By: _____
Jeff Youngstrom
Owner

CITY OF LOUISVILLE

_____
Dennis Maloney
Mayor

ATTEST:

_____
Meredyth Muth, City Clerk

BAP Estimate - Boards and Bites
550 McCasline Blvd (Relish)
450 SF

New Retail Sales Tax- 50%	Detail of Taxes	Amount Paid	Rebate %	Rebate Amount
	City Use- 3%	$ 168,000.00	50%	$ 84,000.00
	Open Space- .5%	$ 28,000.00	N/A	$ -
	Historic Preservation- .125%	$ 7,000.00	N/A	$ -
	Recreation Center- .150%	$ 8,400.00	N/A	$ -
	Subtotal	**$ 211,400.00**		**$ 84,000.00**

Gross Retail Sales Projections		
Year 1	$	550,000.00
Year 2	$	750,000.00
Year 3	$	1,000,000.00
Year 4	$	1,500,000.00
Year 5	$	1,800,000.00
	$	**5,600,000.00**

Business Assistance Program: Application

The City of Louisville recognizes the value of providing business assistance to companies seeking to locate in the City as well as to encouraging our existing businesses to relocate or expand within the City. The Business Assistance Program (BAP) supports the City's goal to promote a thriving business climate that provides job opportunities, facilitates investment, and produces reliable revenue to support City services.

Interested applicants should review the Program Eligibility, Process Requirements, Available Incentives, Criteria, and Process outlined below. If a proposed project aligns with these items, please complete the Application. For questions on this process please contact Austin Brown @ 303-335-4529 or abrown@louisvilleco.gov.

Email *

manager@rockymountaintap.com

Program Eligibility

- New business considering Louisville as a location;
- Business considering relocating to the City from another community; or
- Existing Louisville business that is relocating within the City, either to continue operations or to expand.

Proposed applicant must be a brick-and-mortar business; home-based businesses are not eligible.

Process Requirements

- A completed Application for Assistance must be submitted to the City and acknowledged by staff before the business signs a lease or closes on a commercial property.
- Existing business applicants must possess a valid Louisville sales tax license and be current on payments to the City; any approved applicant must establish a sales tax license prior to the issuance of rebate payments.
- All applicants must have business entities registered with the Colorado Secretary of State and be current on filings and payments.
- Applicant must agree to and execute an Assistance Agreement prior to City and/or City Council approval.
- Any applicant estimated to receive more than $50,000 in rebates is required to meet with City tax staff prior to approval of an Assistance Agreement.

The City does not accept confidential applications. The business entity must be disclosed for an application to be considered.

Available Incentives

The City has a toolkit of incentives that are considered based on the information supplied in the Applicant for Assistance. Staff reviews the application and makes a recommendation of which tools each applicant is eligible to receive; not all incentives may be available to all applicants. This toolkit includes:

- Rebates of in-house Plan Review & Building Permit Fees AND Construction Use Tax (40 – 50%) for permitted work on tenant improvements and/or core & shell construction. This is a one-time rebate.

- Rebates of in-house Plan Review & Permit Fees AND Construction Use Tax (50%) for a new signage permit application. This is a one-time rebate.

- Rebates of General Sales Tax (40 – 50%). This may be a one-time rebate or approved to occur over a period of years.

- Rebates of Consumer Use Tax (40 – 50%). This may be one-time rebate or approved to occur over a period of years.

- Vacancy Bonus Incentive ($1 per leased square foot) to a retail business that occupies a commercial space that was previously occupied by a licensed business and has been vacant for one or more years. This is a one-time incentive; capped at $100,000.

Please note that rebates of the City's General Sales Tax, Construction Use Tax, and Consumer Use Tax are made based on a 3% tax rate. These rebates exclude the City's Open Space Tax (0.375%), Historic Preservation Tax (0.125%), and Recreation Center Tax (0.150%).

Business Assistance Criteria

The eligibility of a business to receive incentives will also be considered based on how the proposed project aligns with the City's program criteria, including:

- Company will bring a high quality development project to the City.
- Project will bring new or retains basic jobs to the City.
- Company generates existing Sales or Use Tax to the City or will generate new Sales or Use Tax to the City.
- Company will draw new customers to Louisville and is not expected to draw a large percentage of its customers from other businesses.
- Project will occupy an existing building or vacant commercial space.
- Company will bring new, basic jobs to the City, with average salaries above the County's average wage ($73,961 in 2020).
- Company will bring high quality and/or diverse jobs to the City, which may be part of existing industries or a growing industry.
- Company represents a new retail outlet or expansion of an existing retail outlet.
- Project brings a value added result to the City, such as opening of a corporate headquarters or leadership in a transformative industry or field.

Approval Process

- Business submits completed application.
- Staff reviews application for completeness; produces estimate of available incentives.
- If business wishes to pursue assistance, staff seeks City Manager approval of recommended incentives.
- Staff develops Assistance Agreement in consultation with the City Attorney; applicant agrees-to and executes agreement.
- Assistance packages valued at under $50,000 may be approved administratively by the City Manager.
- Assistance packages valued at more than $50,000 must be considered for approval via a public hearing of the City Council.
- Amendments to existing Assistance Agreements follow the same process as above and are generally considered by City Council on the consent agenda; however, any amendments that increases the original agreed-to assistance by 5% also require a public hearing of the City Council.
- Business should notify staff when it secures the planned location in Louisville, as this triggers tracking of approved incentives.
- If business has not already, it should obtain a sales tax license from the City.
- All businesses approved for assistance must still follow all requirements of the City's building permit and planning/zoning processes.

Business Assistance Program Application

Business Entity/Company Name *

Rocky Mountain Tap LLC

Business Entity/Company Address *

196 S FIllmore Ave

Doing Business As/Project Name *

Boards & Bites

Describe the Company's Mission, Core Products, and/or Services. Please also include background information on the company, such as founding, history, and leadership. *

Boards and Bites is a project created by the same leadership team as Rocky Mountain Tap & Garden. We are looking to develop a unique food stall and pop up business focused on build your own charcuterie (with deli like additions). Our initial opportunity to develop this model is in conjunction with a possible food hall stall within Relish. Additionally, we intend to develop a mobile unit for markets, events and catering. Our leadership team is looking to add a local with years of experience within the food and beverage industry and develop a foundation for this model.

Company Website *

This is grounds up new company. No website has been developed yet.

Business Applicant Name (First, Last) *

Garret Nicodemus

Business Applicant Title *

Owner/Founder

Business Applicant Phone *

720-261-5567

Business Applicant Email *

garretcu@gmail.com

Business President/CEO (if different from applicant) *

Same

Proposed Location Address *

550 McCaslin Blvd, Louisville 80027

Building Size (square footage) *

450

Project Description *

- (●) New business
- ( ) Relocation business
- ( ) Business expansion

Describe the Goals of the Project, such as reason for relocation or expansion *

Leadership Team of Rocky Mountain Tap & Garden is seeking an opportunity to expand its portfolio and community reach. This new operation and business is a unique and exciting opportunity to do that within the Relish Pickleball and Food Hall.

Project Location Intent *

- ○ Occupy existing space
- ◉ Construct new space

Estimated Building Valuation for New Core/Shell Construction (enter N/A if utilizing existing building) *

N/A

Estimated Tenant Finish Valuation for Interior Improvements- Excludes Furniture, Fixture, and Equipment (enter N/A if project no permitted work) *

50,000

Estimated New Signage Cost for Building Exterior (enter N/A if not planning new business signage) *

N/A

Determination Date for Project *

MM DD YYYY

08 / 23 / 2024

Planned Project Commencement Date *

MM DD YYYY

09 / 03 / 2024

Planned Project Completion Date

MM DD YYYY

02 / 28 / 2025

Other Project Locations Under Consideration (enter N/A if only considering Louisville at this time) *

N/A

Has the Project Received Financial Incentives from Other Jurisdictions? *

- ( ) Yes
- (•) No

Current Number of Full-Time Employees (or at Move-In if New Business) *

6

Current Number of Part-Time Employees (or at Move-In if New Business) *

4

Projected Number of Full-Time Employees within 5 Years *

10

Projected Number of Part-Time Employees within 5 Years *

8

Total Annual Payroll (without Benefits) at Move-In/Project Start *

300,000

Total Annual Payroll (without Benefits) within 5 Years *

550,000

Average Full-Time Salary per Year *

40,000

Average Part-Time Salary per Year *

15,000

Gross Retail Sales Projections for 1st Year of Operation *

400,000

Gross Retail Sales Projections for 1st 5 Years of Operation (break-out by year) *

1st (400k), 2nd (600k), 3rd (800k), 4th (1.2M), 5th (1.5 M)

Gross Purchases Subject to Consumer Use Tax for 1st Year of Operation (please reference the City's Tax Guide for detail @ https://www.louisvilleco.gov/local-government/government/departments/finance-and-utility-billing/sales-tax-licensing-division/tax-guide) *

40,000

Gross Purchases Subject to Consumer Use Tax for 1st 5 Years of Operation (break-out by year) *

1st (70k), 2nd (20k), 3rd (27k), 4th (40k), 5th (50k)

By entering your name below, you attest that all of the information contained above is correct and represents the company's intent to open or grow a business in Louisville, Colorado.

Garret Nicodemus

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SUBJECT: **RESOLUTION NO. 12, SERIES 2025 – A RESOLUTION APPROVING A BUSINESS ASSISTANCE AGREEMENT WITH SAIGON RALLY LLC FOR AN ECONOMIC DEVELOPMENT PROJECT IN THE CITY OF LOUISVILLE**

DATE: **MARCH 4, 2025**

PRESENTED BY: **AUSTIN BROWN, ECONOMIC VITALITY SPECIALIST**

SUMMARY:
Staff requests City Council action on a proposed Business Assistance Package (BAP) for Saigon Rally LLC, doing business as Saigon Rally, which will be occupying a food hall stand at Relish.

DISCUSSION:
City Council approved Resolution No. 42, Series 2023 approving a Business Assistance Agreement for Parcel O Productions LLC in July 2023 (Attachment #1) for the construction of a new pickle ball and food hall establishment at 550 S McCaslin Blvd. As part of the project, there will be eight new food hall vendors operating stands in the food hall. As a new business to Louisville, each of the individual food vendors is eligible for participation within the Business Assistance Program (BAP). Staff has received an application from Saigon Rally requesting a 50% rebate on sales tax paid to the City.

The company originally started as a food truck in 2020, serving Vietnamese food to Denver and its surrounding suburbs. From there, the company expanded to a food stall in Avanti Food Hall in Denver under the name of Pho King Rapidos. Now the company is opening a new concept, Saigon Rally, as one of the vendors in Relish. Saigon Rally's stated mission is to provide fresh, healthy and customizable Asian cuisine bowls that cater to both the health-conscious and sports enthusiasts. While this new concept will still highlight Vietnamese flavors, Saigon Rally will include more focus on customization and healthy options.

The team consists of myself, my wife, and my staff at the Denver food hall, and the valuable experience we have gained in our business thus far build our next vision.

Saigon Rally projects that it will have 6 employees at opening with an average annual salary of $45,000. The company does not anticipate hiring any additional employees within the first 3 years of operation. Saigon Rally estimates that it will collect and remit $145,979.25 in Retail Sales Tax over the first five years of operation.

Staff finds that the business meets the general criteria by which assistance may be granted in accordance with the Business Assistance Policy in Section 3.24 of the Louisville Municipal Code. The Company's completed Business Assistance Program Application is attached as reference. The main criteria this project meets are:

- Retains existing jobs in the City;
- Brings new basic jobs to the City; and
- Generates existing and new Retail Sales Tax to the City.

Based on the estimates provided in the BAP application, staff recommends a 50% rebate of Retail Sales Tax each year for the first five years of operation. As outlined in the attached Agreement, staff proposes the 50% rebate on Retail Sales Tax be capped at $59,000. Per the program Criteria, the sales tax rebate excludes the City's Open Space, Historic Preservation, and Recreation Center Taxes.

New Retail Sales Tax- 50%	Detail of Taxes	Amount Paid	Rebate %	Rebate Amount
	City Use- 3%	$ 116,010.00	50%	$ 58,005.00
	Open Space- .5%	$ 19,335.00	N/A	$ -
	Historic Preservation- .125%	$ 4,833.75	N/A	$ -
	Recreation Center- .150%	$ 5,800.50	N/A	$ -
	Subtotal	**$ 145,979.25**		**$ 58,005.00**

Based on these estimates, the City will receive $149,979.25 in sales tax revenue (net $87,974.25 after proposed rebates). The Agreement is void if Saigon Rally does not complete the project by December 31, 2025. If the business does not remain in Louisville for a period of ten (10) years, the Agreement provides for a percentage of rebates received to be repaid to the City.

FISCAL IMPACT:
Based on estimates, the City will receive $149,979.25 in new sales tax revenue over a five-year period. Per the proposed agreement, the City would net $87,974.25 and Saigon Rally would be rebated $58,005. Following the five-year term of the agreement, the City will retain all sales tax revenue generated by the business.

PROGRAM/SUB-PROGRAM IMPACT:
The recommended Business Assistance Agreement supports the Economic Prosperity Program Goal to promote a thriving business climate that provides job opportunities, facilitates investment, and produces reliable revenue to support City services.

RECOMMENDATION:
Staff recommends City Council adopt the attached Resolution approving a Business Assistance Agreement with Saigon Rally LLC, doing business as Saigon Rally.

ATTACHMENTS:
1. Resolution No. 12, Series 2025
2. Business Assistance Agreement for Saigon Rally
3. Relish Business Assistance Agreement
4. Business Assistance Rebate Estimates
5. Business Assistance Program Application

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**

RESOLUTION NO. 12
SERIES 2025

A RESOLUTION APPROVING A BUSINESS ASSISTANCE AGREEMENT WITH SAIGON RALLY FOR AN ECONOMIC DEVELOPMENT PROJECT IN THE CITY OF LOUISVILLE

WHEREAS, the successful attraction of quality development to the City of Louisville provides employment opportunities and increased revenue for citizen services and is therefore an important public purpose; and

WHEREAS, it is important for the City of Louisville to create and retain quality jobs and remain competitive with other local governments in creating assistance for occupancy of commercial space in the City; and

WHEREAS, Saigon Rally is seeking to lease 750 square feet in the food hall at 550 S McCaslin Boulevard, which will result in new jobs and tax revenue to the City; and

WHEREAS, the Business Assistance Agreement between the City and Saigon Rally is attached hereto as Exhibit "A" and incorporated herein by this reference; and

WHEREAS, pursuant to the Constitution of the State of Colorado, and the Home Rule Charter and ordinances of the City of Louisville, the City has authority to enter into the proposed Business Assistance Agreement; and

WHEREAS, the City Council finds that the proposed Business Assistance Agreement is consistent with and in furtherance of the business assistance policies of the City, and desires to approve the Agreement and authorize its execution and implementation.

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

1. The proposed Business Assistance Agreement between the City of Louisville and Saigon Rally (the “Agreement”) is hereby approved in essentially the same form as the copy of such Agreement accompanying this Resolution.

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

3. City staff is hereby authorized to do all things necessary on behalf of the City to perform the obligations of the City under the Agreement, including but not

limited to funding and implementation of the Agreement in accordance with and upon performance of the terms thereof.

PASSED AND ADOPTED this 4th day of March, 2025.

_____
Christopher M. Leh, Mayor

ATTEST:

_____
Genny Kline, Interim City Clerk

EXHIBIT A

Copy of Business Assistance Agreement

BUSINESS ASSISTANCE AGREEMENT FOR
PARCEL O PRODUCTIONS LLC IN THE CITY OF LOUISVILLE

THIS AGREEMENT ("Agreement") is made and entered into as of the 11th day of July, 2023, between the CITY OF LOUISVILLE, a Colorado home rule municipal corporation (the "City"), and PARCEL O PRODUCTIONS LLC (the "Company"), doing business as Relish, a Colorado limited liability company.

WHEREAS, the City wishes to provide certain business assistance in connection with the Company's desire to open a new business in Louisville (the "Project"); and

WHEREAS, the Company seeks to occupy 79,000 square feet of existing commercial space at 550 S McCaslin Boulevard; and

WHEREAS, the Company will bring new basic jobs to the City, as well as generate new fee and tax revenues; and

WHEREAS, the City Council finds the execution of this Agreement will serve to provide a benefit and advance the public interest and welfare of the City and its citizens by securing this economic development project within the City; And

WHEREAS, pursuant to Chapter 3.24 of the Louisville Municipal Code, sales tax rebates must be limited to the amount of sales tax collected by the City over and above a base amount negotiated by, and agreed upon by, the applicant and the City, and which base amount shall never be lower than the amount of sales taxes collected by the City at the property in question in the previous 12 months; and

WHEREAS, no sales tax has been generated at the Project location in the previous 12 months, and thus the City and the Company desire, for purpose of this Agreement, to set the sales tax base at zero dollars ($0), and that the sales tax rebate under this Agreement shall be limited to fifty percent (50%) of sales tax actually collected by the City and attributable solely to new retail sales generated by operation of the Project and occurring at the Project location for the period described, and subject to the exceptions, restrictions, and limitations set forth, in this Agreement; and

WHEREAS, for the reasons set forth above, the City desires to provide certain other rebates to Company as further described, and subject to the exceptions, restrictions, and limitations as set forth, in this Agreement.

NOW THEREFORE, in consideration of the mutual promises set forth below, the City and Company agree as follows:

1. Building Permit Fee Rebates. The City shall rebate to the Company 50% of the building related permit fees for the Project, required under section 15.04.050 of the Louisville Municipal Code (the "City Code") and section 108.2 of the International Building Code as adopted by the City, for the period from execution of this Agreement and ending May 31, 2025.

2. Use Tax Rebate-Construction. The City shall rebate to the Company 50% of the Construction Use Tax on the construction materials for the Project, required under section 3.20.300 of the City Code, excluding all revenues from the Open Space Tax, Historic Preservation Tax, and Recreation Center Tax for the Project, for the period from execution of this Agreement and ending May 31, 2025.

3. Sign Permit Fee Rebates. The City shall rebate to the Company 50% of the sign related permit fees for the Project, required under the City of Louisville Sign Code, adopted by Ordinance 1779, Series 2019, and codified as Appendix B to Chapter 17 of the City Code, and as may be amended from time to time, for the period from execution of this agreement and ending May 31, 2025. For purposes of this Section, "sign related permit fees" include sign permit fees, in-house sign plan review, and the use tax assessed on the valuation of signs installed as part of the Project.

4. Enhanced Sales Tax Rebates. The City shall rebate to the Company 50% of the Sales Tax revenues derived from the imposition of the City's 3.0% General Sales Tax (excluding all revenues derived from the City's .375% Open Space Tax, the .125% Historic Preservation Tax, the .15% Recreation Center Tax, and any new sales taxes) that is actually collected by the City and attributable solely to new retail sales generated by operation of the Project and occurring at the Project Location, for a five-year period commencing on the first day of the month following the day the Company begins retail sales to the public from the Project Location ("the Commencement Date"). The five-year rebate period shall commence upon and run continuously from the Commencement Date.

5. Payment of Rebates; Cap; Inspection. The maximum amount of the rebates payable pursuant to Sections 1, 2 and 3 above shall in no event exceed the lesser of (i) the calculation of 50% of the fees or taxes described in Sections 1, 2 and 3 paid to the City, or (ii) one hundred twenty-nine thousand two hundred and fifty dollars ($129,250). The maximum amount of the rebates payable pursuant to Section 4 above shall in no event exceed the calculation of 50% of the taxes described in Section 4 above; provided, further that the total maximum amount of rebates payable pursuant to Section 4 shall in no event exceed three hundred twenty thousand dollars ($320,000). Sales Tax rebates pursuant to Section 4 shall terminate when (a) the Company has received from the City the last rebate payment under this Agreement for the five-year rebate period, or (b) the Company has received $320,000 in rebate payments, whichever occurs first. The building permit fee, sign permit fee and construction use tax rebates in Sections 1,

2 and 3 pertaining to each phase of the Project shall be paid by the City to Company within 120 days following issuance of the certificate of occupancy or final inspection for the applicable portion of the Project work, as reasonably determined by the City, subject to Sections 6, 7 and 8 below. The Sales Tax rebate provided for in Section 4 above shall be paid by the City to Company in annual installments, on or before March 31 of the following year, subject to Sections 6, 7, and 8 below. All rebate payments will be remitted by the City to the Company at the address set forth in Section 9. At the end of each month, on or before the 20th of the following month, the Company shall submit the appropriate Sales/Use Tax return form and remit to the City its total monthly Sales/Use Tax payment due for the previous month.

6. No Interest; Inspection and Disclosure of Records. No interest shall be paid on any amounts subject to rebate under this Agreement. Each party and its agents shall have the right to inspect and audit the applicable records of the other party, on reasonable notice during normal business hours, to verify the amount of any payment under this Agreement, and each party shall cooperate and take such actions as may be necessary to allow such inspections and audits. The Company acknowledges that implementation of this Agreement requires calculations based on the amount of taxes collected and paid by the Company with respect to the term of this Agreement and issuance of rebate payment checks in amounts determined pursuant to this Agreement, and that the amounts of the rebate payment checks will be public information. The Company, for itself, its successors, assigns, and affiliated entities, hereby releases and agrees to hold harmless the City and its officers and employees from any and all liability, claims, demands, and expenses in any manner connected with any dissemination of information necessary for or generated in connection with the implementation of rebate provisions of this Agreement.

7. Use of Funds; Future Fees. Funds rebated to the Company pursuant to this Agreement shall be used by the Company solely for obligations and/or improvements permitted under Louisville Municipal Code section 3.24.060 (as enacted by Ordinance No. 1507, Series 2007), which includes, but is not limited to, creation of new tax revenue and new jobs in the City. The Building Permit Fee, Sign Permit Fee and Construction Use Tax rebates provided for under this Agreement are solely for construction activities and purchases for this Project during the periods stated in Sections 1-3, above. Any previous or subsequent purchases and construction activities shall be subject to payment without rebate of all applicable building permit fees, sign permit fees and construction use taxes.

8. Effect of Change in Tax Rate. Any increase or decrease in the City General Sales, Construction Use, or Use Tax- Tangible Goods rate above or below the applicable tax rate on the date of execution of this Agreement shall not affect the rebate payments to be made pursuant to this Agreement; rather, the amount of the rebate payments will continue to be based upon the

General Sales, Construction Use, or Consumer Use Tax rates applicable on the date of execution of this Agreement (excluding the City's 0.375% Open Space Tax, 0.125% Historic Preservation Tax, and 0.150% Recreation Center Tax). Any decrease in the City General Sales, Construction Use, or Use Tax- Tangible Goods rates shall cause the amount of the rebate payments made pursuant to this Agreement to be based on the applicable percentage of revenues actually received by the City from application of the tax rate affected (excluding said Open Space, Historic Preservation, Recreation Center, or future special Sales or Use taxes).

9. Entire Agreement; Notices. This instrument shall constitute the entire agreement between the City and the Company and supersedes any prior agreements between the parties and their agents or representatives, all of which are merged into and revoked by this Agreement with respect to its subject matter. Contact information is as follows:

   If to Company:
   Parcel O Productions LLC
   Attn: Jeff Youngstrom
   254 Hoover Court
   Louisville, CO 80027
   303-521-8640
   Youngstom.jeff@gmail.com

   If to City:
   Louisville City Hall
   Attn: Economic Vitality
   749 Main Street
   Louisville, CO 80027
   720.534.1209
   akroner@louisvilleco.gov

10. Termination. This Agreement shall terminate and become void and of no force or effect upon the City if, by May 31, 2025, the Company has not completed the Project as described in the Company's application for business assistance (as evidenced by a successful final inspection for the Project); or should the Project fail to comply with any City code.

11. Business Termination. In the event the Company, and/or its successors and assigns, ceases business operations in the City within ten (10) years after the Certificate of Occupancy has been received for the Project, then in such event the Company shall pay to the City a portion of the total amount of Building Permit Fees, Sign Permit Fees, Construction Use Taxes, and Sales Taxes which were due and payable by the Company to the City but were rebated by the City. For each full year that the Company, and/or its successors and assigns, cease operations at the Project Location, the City shall receive back 10% of the foregoing amounts.

12. Subordination. Notwithstanding anything in this Agreement to the contrary, the City's obligations pursuant to this Agreement are subordinate to the City's obligations for the repayment of any current or future bonded indebtedness and are contingent upon the existence of a surplus in sales and use tax revenues in excess of the sales and use tax revenues necessary to meet such existing or future bond indebtedness. The City shall meet its obligations under this Agreement only after the City has satisfied all other obligations with respect to the use of sales tax revenues for bond repayment purposes. For the purposes of this Agreement, the terms "bonded indebtedness," "bonds," and similar terms describing the possible forms of indebtedness include all forms of indebtedness that may be incurred by the City, including, but not limited to, general obligation bonds, revenue bonds, revenue anticipation notes, tax increment notes, tax increment bonds, and all other forms of contractual indebtedness of whatsoever nature that is in any way secured or collateralized by sales and use tax revenues of the City.

13. Annual Appropriation. Nothing in this Agreement shall be deemed or construed as creating a multiple fiscal year obligation on the part of the City within the meaning of Colorado Constitution Article X, Section 20 or any other constitutional or statutory provision, and the City's obligations hereunder are expressly conditional upon annual appropriation by the City Council, in its sole discretion. Company understands and agrees that any decision of City Council to not appropriate funds for payment shall be without penalty or liability to the City and, further, shall not affect, impair, or invalidate any of the remaining terms or provisions of this Agreement.

14. Governing Law: Venue; Dispute Resolution. This Agreement shall be governed and construed in accordance with the laws of the State of Colorado. This Agreement shall be subject to, and construed in strict accordance with, the Louisville City Charter and the Louisville Municipal Code. Any action arising out of, in connection with, or relating to this Agreement shall be filed in the District Court of Boulder County of the State of Colorado and in no other court or jurisdiction. In the event of a dispute concerning any provision of this Agreement, the parties agree that prior to commencing any litigation, they shall first engage in good faith the services of a mutually acceptable, qualified, and experienced mediator, or panel of mediators for the purpose of resolving such dispute; except that, either party may seek injunctive or other equitable relief in the District Court of Boulder County without first submitting the dispute to mediation. The costs of any mediation shall be split equally between the parties. The costs of any arbitration shall be split equally between the parties. The prevailing party in any proceeding in District Court (or appeals thereof) shall be entitled to reimbursement of its attorney fees related to such proceeding.

15. Legal Challenge; Escrow. The City shall have no obligation to make any rebate payment hereunder during the pendency of any legal challenge to

this Agreement. The parties covenant that neither will initiate any legal challenge to the validity or enforceability of this Agreement, and the parties will cooperate in defending the validity or enforceability of this Agreement against any challenge by any third party. Any funds appropriated for payment under this Agreement shall be escrowed in a separate City account in the event there is a legal challenge to this Agreement.

16. Personal Agreement; Assignment. This Agreement is personal to the Company and does not attach to or run with the Property. Neither party shall record this Agreement in the property records of the Boulder County Clerk and Recorder. The Company may not assign any of the obligations, benefits or provisions of the Agreement in whole or in any part without the express written authorization of the City Council of the City. Any purported assignment, transfer, pledge, or encumbrance made without such prior written authorization shall be void.

17. No Joint Venture. Nothing in this Agreement is intended or shall be construed to create a joint venture between the City and the Company and the City shall never be liable or responsible for any debt or obligation of Company.

18. No Third-Party Beneficiaries. The terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to City and Company, 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 City or Company receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

This Agreement is enacted this 11th day of July, 2023.

PARCEL O PRODUCTIONS LLC
a Colorado limited liability company

By: _____
Jeff Youngstrom
Owner

CITY OF LOUISVILLE

_____
Dennis Maloney
Mayor

ATTEST:

_____
Meredyth Muth, City Clerk

BUSINESS ASSISTANCE AGREEMENT FOR SAIGON RALLY LLC IN THE CITY OF LOUISVILLE

THIS AGREEMENT ("Agreement") is made and entered into as of the _____ day of _____, 2025, between the CITY OF LOUISVILLE, a Colorado home rule municipal corporation (the "City"), and SAIGON RALLY LLC (the "Company"), doing business as Saigon Rally, a Colorado limited liability company.

WHEREAS, the City wishes to provide certain business assistance in connection with the Company's desire to open a new business in Louisville (the "Project"); and

WHEREAS, the Company seeks to occupy 750 square feet of food hall space at 550 S McCaslin Boulevard; and

WHEREAS, the Company will bring new basic jobs to the City, as well as generate new fee and tax revenues; and

WHEREAS, the City Council finds the execution of this Agreement will serve to provide a benefit and advance the public interest and welfare of the City and its citizens by securing this economic development project within the City; And

WHEREAS, pursuant to Chapter 3.24 of the Louisville Municipal Code, sales tax rebates must be limited to the amount of sales tax collected by the City over and above a base amount negotiated by, and agreed upon by, the applicant and the City, and which base amount shall never be lower than the amount of sales taxes collected by the City at the property in question in the previous 12 months; and

WHEREAS, no sales tax has been generated at the Project location in the previous 12 months, and thus the City and the Company desire, for purpose of this Agreement, to set the sales tax base at zero dollars ($0), and that the sales tax rebate under this Agreement shall be limited to fifty percent (50%) of sales tax actually collected by the City and attributable solely to new retail sales generated by operation of the Project and occurring at the Project location for the period described, and subject to the exceptions, restrictions, and limitations set forth, in this Agreement; and

WHEREAS, for the reasons set forth above, the City desires to provide certain other rebates to Company as further described, and subject to the exceptions, restrictions, and limitations as set forth, in this Agreement.

NOW THEREFORE, in consideration of the mutual promises set forth below, the City and Company agree as follows:

1. Enhanced Sales Tax Rebates. The City shall rebate to the Company 50% of the Sales Tax revenues derived from the imposition of the City's 3.0% General Sales Tax (excluding all revenues derived from the City's . 5% Open Space Tax, the .125% Historic Preservation Tax, the .15% Recreation Center Tax, and any new sales taxes) that is actually collected by the City and attributable solely to new retail sales generated by operation of the Project and occurring at the Project Location, for a five-year period commencing on the first day of the month following the day the Company begins retail sales to the public from the Project Location ("the Commencement Date"). The five-year rebate period shall commence upon and run continuously from the Commencement Date.

2. Payment of Rebates; Cap; Inspection. The maximum amount of the rebates payable pursuant to Section 1 above shall in no event exceed the calculation of 50% of the taxes described in Section 1 above; provided, further that the total maximum amount of rebates payable pursuant to Section 1 shall in no event exceed fifty-nine thousand dollars ($59,000). Sales Tax rebates pursuant to Section 1 shall terminate when (a) the Company has received from the City the last rebate payment under this Agreement for the five-year rebate period, or (b) the Company has received $59,000 in rebate payments, whichever occurs first. The Sales Tax rebate provided for in Section 1 above shall be paid by the City to Company in annual installments, on or before March 31 of the following year, subject to Sections 3, 4, and 5 below. All rebate payments will be remitted by the City to the Company at the address set forth in Section 6. At the end of each month, on or before the 20th of the following month, the Company shall submit the appropriate Sales/Use Tax return form and remit to the City its total monthly Sales/Use Tax payment due for the previous month.

3. No Interest; Inspection and Disclosure of Records. No interest shall be paid on any amounts subject to rebate under this Agreement. Each party and its agents shall have the right to inspect and audit the applicable records of the other party, on reasonable notice during normal business hours, to verify the amount of any payment under this Agreement, and each party shall cooperate and take such actions as may be necessary to allow such inspections and audits. The Company acknowledges that implementation of this Agreement requires calculations based on the amount of taxes collected and paid by the Company with respect to the term of this Agreement and issuance of rebate payment checks in amounts determined pursuant to this Agreement, and that the amounts of the rebate payment checks will be public information. The Company, for itself, its successors, assigns, and affiliated entities, hereby releases and agrees to hold harmless the City and its officers and employees from any and all liability, claims, demands, and expenses in any manner connected with any dissemination of information necessary for or generated in connection with the implementation of rebate provisions of this Agreement.

4. Use of Funds; Future Fees. Funds rebated to the Company pursuant to this Agreement shall be used by the Company solely for obligations and/or improvements permitted under Louisville Municipal Code section 3.24.060 (as enacted by Ordinance No. 1507, Series 2007), which includes, but is not limited to, creation of new tax revenue and new jobs in the City.

5. Effect of Change in Tax Rate. Any increase or decrease in the City General Sales Tax rate above or below the applicable tax rate on the date of execution of this Agreement shall not affect the rebate payments to be made pursuant to this Agreement; rather, the amount of the rebate payments will continue to be based upon the General Sales Tax rates applicable on the date of execution of this Agreement (excluding the City's 0.5% Open Space Tax, 0.125% Historic Preservation Tax, and 0.15% Recreation Center Tax). Any decrease in the City General Sales Tax rates shall cause the amount of the rebate payments made pursuant to this Agreement to be based on the applicable percentage of revenues actually received by the City from application of the tax rate affected (excluding said Open Space, Historic Preservation, Recreation Center, or future special Sales or Use taxes).

6. Entire Agreement; Notices. This instrument shall constitute the entire agreement between the City and the Company and supersedes any prior agreements between the parties and their agents or representatives, all of which are merged into and revoked by this Agreement with respect to its subject matter. Contact information is as follows:

   If to Company:
   Saigon Rally LLC
   Attn: Long Nguyen
   1499 Blake Street, 5A
   Denver, CO 80202
   720.934.6266
   saigonrallyco@gmail.com

   If to City:
   Louisville City Hall
   Attn: Economic Vitality
   749 Main Street
   Louisville, CO 80027
   303.335.4531
   EconomicVitality@LouisvilleCO.gov

7. Termination. This Agreement shall terminate and become void and of no force or effect upon the City if, by December 31, 2025, the Company has not completed the Project as described in the Company's application for business assistance (as evidenced by a successful final inspection for the Project); or should the Project fail to comply with any City code.

8. Business Termination. In the event the Company, and/or its successors and assigns, ceases business operations in the City within ten (10) years after the Certificate of Occupancy has been received for the Project, then in such event the Company shall pay to the City a portion of the total amount of Sales Taxes which were due and payable by the Company to the City but were rebated by the City. For each full year that the Company, and/or its successors and assigns, cease operations at the Project Location, the City shall receive back 10% of the foregoing amounts.

9. Subordination. Notwithstanding anything in this Agreement to the contrary, the City's obligations pursuant to this Agreement are subordinate to the City's obligations for the repayment of any current or future bonded indebtedness and are contingent upon the existence of a surplus in sales and use tax revenues in excess of the sales and use tax revenues necessary to meet such existing or future bond indebtedness. The City shall meet its obligations under this Agreement only after the City has satisfied all other obligations with respect to the use of sales tax revenues for bond repayment purposes. For the purposes of this Agreement, the terms "bonded indebtedness," "bonds," and similar terms describing the possible forms of indebtedness include all forms of indebtedness that may be incurred by the City, including, but not limited to, general obligation bonds, revenue bonds, revenue anticipation notes, tax increment notes, tax increment bonds, and all other forms of contractual indebtedness of whatsoever nature that is in any way secured or collateralized by sales and use tax revenues of the City.

10. Annual Appropriation. Nothing in this Agreement shall be deemed or construed as creating a multiple fiscal year obligation on the part of the City within the meaning of Colorado Constitution Article X, Section 20 or any other constitutional or statutory provision, and the City's obligations hereunder are expressly conditional upon annual appropriation by the City Council, in its sole discretion. Company understands and agrees that any decision of City Council to not appropriate funds for payment shall be without penalty or liability to the City and, further, shall not affect, impair, or invalidate any of the remaining terms or provisions of this Agreement.

11. Governing Law: Venue; Dispute Resolution. This Agreement shall be governed and construed in accordance with the laws of the State of Colorado. This Agreement shall be subject to, and construed in strict accordance with, the Louisville City Charter and the Louisville Municipal Code. Any action arising out of, in connection with, or relating to this Agreement shall be filed in the District Court of Boulder County of the State of Colorado and in no other court or jurisdiction. In the event of a dispute concerning any provision of this Agreement, the parties agree that prior to commencing any litigation, they shall first engage in good faith the services of a mutually acceptable, qualified, and experienced mediator, or panel of mediators for the purpose of resolving such dispute; except that, either party may seek injunctive or other equitable relief in the District Court of Boulder

County without first submitting the dispute to mediation. The costs of any mediation shall be split equally between the parties. The costs of any arbitration shall be split equally between the parties. The prevailing party in any proceeding in District Court (or appeals thereof) shall be entitled to reimbursement of its attorney fees related to such proceeding.

12. Legal Challenge; Escrow. The City shall have no obligation to make any rebate payment hereunder during the pendency of any legal challenge to this Agreement. The parties covenant that neither will initiate any legal challenge to the validity or enforceability of this Agreement, and the parties will cooperate in defending the validity or enforceability of this Agreement against any challenge by any third party. Any funds appropriated for payment under this Agreement shall be escrowed in a separate City account in the event there is a legal challenge to this Agreement.

13. Personal Agreement; Assignment. This Agreement is personal to the Company and does not attach to or run with the Property. Neither party shall record this Agreement in the property records of the Boulder County Clerk and Recorder. The Company may not assign any of the obligations, benefits or provisions of the Agreement in whole or in any part without the express written authorization of the City Council of the City. Any purported assignment, transfer, pledge, or encumbrance made without such prior written authorization shall be void.

14. No Joint Venture. Nothing in this Agreement is intended or shall be construed to create a joint venture between the City and the Company and the City shall never be liable or responsible for any debt or obligation of Company.

15. No Third-Party Beneficiaries. The terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to City and Company, 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 City or Company receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

This Agreement is enacted this _____ day of _____, 2025.

SAIGON RALLY LLC
a Colorado limited liability company

By: _____
Long Nguyen
Owner

CITY OF LOUISVILLE

_____
Chris Leh
Mayor

ATTEST:

_____
Meredyth Muth, City Clerk

BAP Estimate - Saigon Rally
550 McCasline Blvd (Relish)
750 SF

New Retail Sales Tax- 50%	Detail of Taxes	Amount Paid	Rebate %	Rebate Amount
	City Use- 3%	$ 116,010.00	50%	$ 58,005.00
	Open Space- .5%	$ 19,335.00	N/A	$ -
	Historic Preservation- .125%	$ 4,833.75	N/A	$ -
	Recreation Center- .150%	$ 5,800.50	N/A	$ -
	Subtotal	**$ 145,979.25**		**$ 58,005.00**

Gross Retail Sales Projections		
Year 1	$	700,000.00
Year 2	$	735,000.00
Year 3	$	772,000.00
Year 4	$	810,000.00
Year 5	$	850,000.00
	$	**3,867,000.00**

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View results

Respondent
2 Anonymous

7897:57
Time to complete

1. Do you meet the eligiblity requirements?

• New business considering Louisville as a location;
• Business considering relocating to the City from another community; or
• Existing Louisville business that is relocating within the City, either to continue operations or to expand. *

- (●) Yes
- ( ) No

2. Do you understand the incentive approval process?

Approval Process
• Business submits completed application.
• Staff reviews application for completeness; produces estimate of available incentives.
• If business wishes to pursue assistance, staff seeks City Manager approval of recommended incentives.
• Staff develops Assistance Agreement in consultation with the City Attorney; applicant agrees-to and executes agreement.
• Assistance packages valued at under $50,000 may be approved administratively by the City Manager.
• Assistance packages valued at more than $50,000 must be considered for approval via a public hearing of the City Council.
• Amendments to existing Assistance Agreements follow the same process as above and are generally considered by City Council on the consent agenda; however, any amendments that increases the original agreed-to assistance by 5% also require a public hearing of the City Council.
• Business should notify staff when it secures the planned location in Louisville, as this triggers tracking of approved incentives.
• If business has not already, it should obtain a sales tax license from the City.
• All businesses approved for assistance must still follow all requirements of the City's building permit and planning/zoning processes. *

- (●) Yes
- ( ) No

3. Applicant E-Mail *

saigonrallyco@gmail.com

4. Business/Company Name *

Saigon Rally LLC

5. Business/Company Addresss *

1499 Blake St Apt 5A - (business actual address and location below)

6. Doing Business As/Project Name

Saigon Rally

7. Please describe the company's mission, core products and services. *

Saigon Rally's mission is to provide fresh, healthy, and customization Asian bowls that cater to health-conscious customers and sports enthusiasts, specifically in the community of Louisville. We aim to deliver high-quality, flavorful meals that are as quick and convenient as they are nourishing, while fostering a fun and energetic environment inspired by the vibrant and increasingly popular sport of pickle ball, which will be not only an asset to the local community, but draw enthusiast nationwide.

8. Please describe the company's history such as formation, leadership team, history and other relevant information *

I started my company originally in 2020, as a food truck, serving Vietnamese food to Denver and it's surrounding suburbs. From there, we graduated to now serving in the Avanti Food Hall in Denver, under the name of Pho King Rapidos. Now, in partnering with the Relish Pickleball/Food Hall, we will be venturing into the next phase of our business, highlighting still Vietnamese flavors, but focusing more its customization and healthy aspects. The team consists of myself, my wife, and my staff at the Denver food hall, and the valuable experience we have gained in our business thus far build our next vision.

9. Company Website *

pkr-denver.com -website for Pho King Rapidos. Saigon Rally website under construction.

10. Business Contact First and Last Name *

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Long Nguyen

11. Business Contact Title *

Owner

12. Business Contact Phone Number *

7209346266

13. Business Contact E-mail *

saigonrallyco@gmail.com

14. Proposed Business Location *

550 McCaslin Blvd.

15. Project Description and Goals - Please share background on what kind of business investment you are looking to make in Louisville. (Describe the new business, adaptive reuse of an existing space, build-out, reason for location decision, etc) *

We are looking to partner with the Relish Pickleball/Food Hall, as one of it's 6 food concepts. As all the stalls will be unique, our food stall specifically will the stall that focuses on Asian flavors and healthy bowls. The food hall build is currently already underway, and being converted from an old Sam's club.

16. What kind of project are you *

- (●) New Business Locating in Louisville
- ( ) Existing Business Expanding in Louisville
- ( ) Existing Business Moving within Louisville

17. What kind of space are you moving into? *

- ( ) Existing Space
- (●) Construct New Space

18. Have you already signed a lease or purchased a property? *

- ( ) Yes
- (●) No

19. Estimated Valuation for Construction of Project (please break out into core/shell construction, signage, tenant finish, etc) *

We are estimating to spend $100,000 to customize specifically our stall, for construction, for signage, design, and cooking equipment.

20. Number of years in business *

4 years from the existing business, Saigon Rally will be the brand new offshoot of that.

21. Project Decision Date *

9/1/2024

22. Planned Start of Construction *

9/1/2024

23. Planned Opening Date *

3/31/2025

24. Other Locations Under Consideration for Location Decision *

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- In Boulder County
- In Colorado
- none

25. Current Number of Employees *

planned for 6

26. Planned number of employees at businesss opening *

planned for 6

27. Planned number of employees after three years. *

planned for 6

28. Average Salary Paid (without benefits) *

$45,000

29. Will employees recieve benefits? If so, what benefits? *

Yes, medical, dental, vision

30. Anticiapted Annual Payroll *

$45,000 x 6 employees = $270,000

31. Anticiapted Gross Sales for first year of operations. *

$700,000

32. Anticiapted Gross Sales for the first seven years of operations, broken down by year. *

Year 1 - $700,000
Year 2 - $735,000
Year 3 - $772,000
Year 4 - $810,000
Year 5 - $850,000
Year 6 - $892,000
Year 7 - $936,000

33. Anticiapted Gross Purchases subject to Consumer Use Tax for first year of operations. *

25% of gross sales per each year.

34. Anticiapted Gross Purchases subject to Consumer Use Tax for the first seven years of operation, broken down by year. *

25% of gross sales per each year

35. How will your project imapct the City of Louisville? *

We anticipate this joint project to greatly impact the city of Louisville is a highly positive way. The Relish Pickle Ball and Food Hall has it's main objectives that are fully community and family focused, and our participation and contribution to the project also highly aligns with these intentions. While the building will promote fitness and health, we will also be providing the community with dishes that keep with this theme. The entire project will also attract not only the locals in the area, but also the state as well as nationwide. We will also be providing fair jobs and teaching cooking skills in a fair and positive work environment for those we plan to employ.

36. How will this incentive positively impact your businesses? *

There is a large amount needed for our initial investment. Financial assistance in any form is extremely helpful especially for our small business which I am funding myself without any outside investors. The incentives help us with the overall costs and savings can be reinvested into what we need to do towards the business, that will help to launch us into our own success, which will directly translate to benefit the community.

37. Louisville Sales Tax License Number *

do not have one yet.

38. Which Incentive components are you applying for? *

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- [x] Plan Review and Building Permit Fees Rebates
- [x] Signage Rebates
- [x] General Sales Tax Rebate
- [x] General Consumer Tax Rebate
- [x] Vacancy Bonus
- [ ] Other

39. What percentage rebate are you seeking? *

the maximum amount possible that can be granted

40. Has the Business or Applicant recieved an Incentive from the City of Louisville in the past? *

- ( ) Yes
- (•) No

41. If so, pleae describe the previous incentive recieved. Write N/A if not applicable. *

n/a

42. Are you able to attend a City Council Meeting when this incentive application is presented to help answer any questions that may arise? *

- (•) Yes
- ( ) No

43. Do you understand that all incentives are provided on a case-by-case basis and are subject to eligiblity and staff review of project impact to the community? *

- (•) Yes
- ( ) No

44. Date of Submitted Application *

9/18/2024

45. By entering your name below, you attest that all of the information contained above is correct and represents the company's intent to open or grow a business in Louisville, Colorado. *

Long Nguyen

City of Louisville
COLORADO • SINCE 1878

CITY COUNCIL COMMUNICATION
AGENDA ITEM 5J

SUBJECT: APPROVAL OF JOHN DEERE EXCAVATOR PURCHASE

DATE: MARCH 4, 2025

PRESENTED BY: KURT KOWAR, P.E., PUBLIC WORKS DIRECTOR

SUMMARY:
Staff recommends approval to purchase a 2025 John Deere 85 P excavator from 4Rivers Equipment, LLC, under the guidelines and price structure of the Sourcewell award number 011728.

City staff utilize excavation equipment to maintain and repair water mains, sewer mains, stormwater drainage ways, and road surface repairs that require excavation to repair subsurface compaction. This equipment will allow staff to perform duties in locations with limited space such as alleys and provide improved maneuverability.

The City has budgeted $325,000 to purchase one excavator and one flatbed truck to transport the excavator within DOT regulations. This purchase would allocate $117,650.29 of that funding for the purchase of the new excavator and a compaction wheel after a $30,000.00 trade-in allowance for the current 2010 John Deere backhoe.

FISCAL IMPACT:
$117,650.29 of the approved $325,000.00 approved 2025 Budget.

PROGRAM/SUB-PROGRAM IMPACT:
A safe, well-maintained, effective and efficient water distribution, sewer collections, stormwater conveyance and multi-modal transportation system at a reasonable cost.

RECOMMENDATION:
Approve the Public Works Director to enter into a purchasing agreement with 4Rivers Equipment LLC for $117,650.29 that fulfills a portion of the approved 2025 budget for the purchase of an excavator and a flatbed transportation truck.

ATTACHMENTS:
1. Quote for one John Deere 85 P excavator, compaction wheel and trade in.
2. John Deere Sourcewell Contract

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

Quote Id: 32251806

Prepared For:

CITY OF LOUISVILLE PUBLIC WORKS OPERATIONS



Prepared By: **MICHAEL BROOKS**

4 Rivers Equipment, LLC
3763 Monarch Street
Frederick, CO 80516

Tel: 303-833-5900
Fax: 303-833-1441
Email: mbrooks@4riversequipment.com

Date: 24 January 2025

Offer Expires: 06 February 2025

JOHN DEERE

4RIVERS EQUIPMENT

Quote Summary

Prepared For:

CITY OF LOUISVILLE PUBLIC WORKS OPERATIONS
1600 EMPIRE ROAD
LOUISVILLE, CO 80027
Business: 303-335-4500

Prepared By:

MICHAEL BROOKS
4 Rivers Equipment, LLC
3763 Monarch Street
Frederick, CO 80516
Phone: 303-833-5900
mbrooks@4riversequipment.com

Quote Id:	32251806
Created On:	24 January 2025
Last Modified On:	07 February 2025
Expiration Date:	06 February 2025

Equipment Summary	Suggested List	Selling Price		Qty		Extended
2025 JOHN DEERE 85 P-Tier Excavator - 1FF085PAARJ001941	$ 192,855.00	$ 138,426.31	X	1	=	$ 138,426.31
Extended Warranty		$ 3,375.00	X	1	=	$ 3,375.00
Extended Warranty, 85 P, Powertrain And Hydraulics, 5000 Total Hours or 60 Total Months, $0 Deductible						
Sub Total						**$ 141,801.31**
2024 ACE COMPACTION WHEEL 310SL/410L TOP CAP PIN ON - 122322775	$ 8,400.00	$ 5,848.69	X	1	=	$ 5,848.69
Equipment Total						**$ 147,650.00**

Trade In Summary	Qty	Each	Extended
2010 JOHN DEERE 410J LOADER BACKHOE - 1T0410JXKA0188268	1	$ 30,000.00	$ 30,000.00
PayOff			$ 0.00
Total Trade Allowance			$ 30,000.00
Trade In Total			**$ 30,000.00**

Quote Summary	
Equipment Total	$ 147,650.00
Trade In	$ (30,000.00)
CO Retail Delivery Fee	$ 0.29
SubTotal	$ 117,650.29
Est. Service Agreement Tax	$ 0.00
Total	$ 117,650.29
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	**$ 117,650.29**

Salesperson : X _____ **Accepted By : X** _____

Confidential

JOHN DEERE

Selling Equipment

4RIVERS EQUIPMENT

Quote Id: 32251806 **Customer:** CITY OF LOUISVILLE PUBLIC WORKS OPERATIONS

2025 JOHN DEERE 85 P-Tier Excavator - 1FF085PAARJ001941

Equipment Notes: **IN STOCK IN FREDERICK COLORADO, DEALER TO ORDER AND INSTALL HYDRAULIC CLAMP/ THUMB.**
SOURCEWELL DISCOUNT PROGRAM APPLIED- CUSTOMER ACCOUNT # 37525
CURRENT DISCOUNT PROGRAM EXPIRES 28FEB25

Suggested List
$ 192,855.00
Selling Price
$ 138,426.31

Hours: 1
Stock Number: 193876

Description	Qty	Unit	Extended
2025 JOHN DEERE 6'11" 18" RBR PAD AUX 2 WAY BLD CPLR CAM SS	1	$ 168,108.00	$ 168,108.00
Standard Options - Per Unit			
QTY:1 DESTINATION CODE - US	1	$ 0.00	$ 0.00
QTY:1 CNFG2 450MM PAD TRACK BF BLD	1	$ 3,121.00	$ 3,121.00
Standard Options Total			**$ 3,121.00**
Dealer Attachments			
WERKBRAU HYD CPLR 75/85P P/U 75/85P & 320/410P PIN-ON ATTMTS	1	$ 5,800.00	$ 5,800.00
WERKBRAU 18" HD PIN ON BUCKET	1	$ 2,000.00	$ 2,000.00
Direct Thumb Kit, 42 in. with Selector Valve	1	$ 5,949.00	$ 5,949.00
Dealer Attachments Total			**$ 13,749.00**
Value Added Services			
Extended Warranty	1	$ 3,375.00	$ 3,375.00
Value Added Services Total			**$ 3,375.00**
Suggested Price			**$ 196,230.00**
Customer Discounts			
Customer Discounts Total		**$ -54,428.69**	**$ -54,428.69**
Total Selling Price			**$ 141,801.31**

2024 ACE COMPACTION WHEEL 310SL/410L TOP CAP PIN ON - 122322775

Confidential

Selling Equipment

Quote Id: 32251806 **Customer:** CITY OF LOUISVILLE PUBLIC WORKS OPERATIONS

Equipment Notes:	**COMPACTION WHEEL 310SL/410L TOP CAP PIN ON - RENTAL UNIT = RENTAL DISCOUNTS REMAINING MANUFACTURES WARRANTY.**	**Suggested List** $ 8,400.00 **Selling Price** $ 5,848.69
Hours:	0	
Stock Number:	193482	

Description	Qty	Unit	Extended
2024 ACE COMPACTION WHEEL 310SL/410L TOP CAP PIN ON	1	$ 8,400.00	$ 8,400.00
Suggested Price			**$ 8,400.00**
Customer Discounts			
Customer Discounts Total		**$ -2,551.31**	**$ -2,551.31**
Total Selling Price			**$ 5,848.69**

Confidential

JOHN DEERE Extended Warranty

Extended Warranty Proposal

PowerGard™ Protection Plan

Excavators
Date : February 7, 2025

Machine/Use Information		**Plan Description**		**Price**	
Manufacturer	**JOHN DEERE**	Plan Type:	Extended Warranty	Deductible:	$ 0
Equipment Type	Excavators	Coverage:	Powertrain And Hydraulics	Quoted Price	$ 3,375.00
Model	85 P	Total Months:	60		
Country	US	Total Hours:	5000	Date Quoted	January 24, 2025
MFWD/Tracks	N				
Scraper Use					

Extended Warranty is available only through authorized John Deere Dealers for John Deere Products,and may be purchased at any time before the product's Standard Warranty,or Extended Warranty expires.

Extended Warranty Proposal Prepared for:

Customer Name - Please Print

Customer Signature

I have been offered this extended warranty and

☑ I ACCEPT the Extended Warranty

☐ I DECLINE the Extended Warranty

If declined, I fully understand that any equipment listed above is not covered for customer expenses due to component failures beyond the original basic warranty period provided by John Deere.

Note : This is **not** a contract. For specific Extended Warranty coverage terms and conditions, please refer to the actual Extended Warranty contract for more information and the terms, conditions and limitations of the agreement.

What Extended Warranty is :

The Extended Warranty Program is for the reimbursement on parts and labor for covered components that fail due to faulty material or original workmanship that occur beyond the John Deere Basic Warranty coverage period. The agreement is between Deere & Company and the owners of select John Deere Construction and Forestry equipment, who purchase the Extended Warranty Plans for the desired coverage as indicated in this proposal.

What Extended Warranty is not :

Extended Warranty is not insurance. It also does not cover routine maintainance or high wear items,or insurance-related risks/perils such as collision, overturn, vandalism, wind, fire, hail, etc. It does not cover loss of income during or after an equipment failure. See the actual product-specific Extended Warranty agreement for a complete listing of covered components, and limitations and conditions under the program.

Features/Benefits:

- Extended Warranty includes the following features and benefits under the program :
- Pays for parts and labor costs incurred on failed covered components (less any applicable deductibles),
- Does not require pre-approval before repairs are made by the authorized John Deere dealership,
- Payments are reimbursed directly to the dealership with no prepayment required by the contract holder.

85 P-TIER EXCAVATOR SPECIFICATIONS

While general information, pictures, and descriptions are provided, some illustrations and text may include product options and accessories NOT AVAILABLE in all regions, and in some countries products and accessories may require modifications or additions to ensure compliance with the local regulations of those countries.

Engine	**85 P-TIER**
Manufacturer and Model	Yanmar 4TNV98CT-WHBW
Non-Road Emission Standard	EPA Final Tier 4/EU Stage IV
Net Power (ISO 9249)	50.4 kW (67.6 hp) at 2,000 rpm
Cylinders	4
Displacement	3.3 L (202 cu. in.)
Aspiration	Turbocharger
Off-Level Capacity	70% (35 deg.)
Cooling	
Variable-speed fan; viscous clutch	
Powertrain	
2-speed propel with automatic shift	
Maximum Travel Speed	
Low	3.1 km/h (1.9 mph)
High	5.0 km/h (3.1 mph)
Drawbar Pull	6520 kgf (14,374 lb.)
Hydraulics	
Open center, load sensing	
Main Pumps	3 variable-displacement axial-piston pumps
Maximum Pump Flow	2 x 72 + 56 L/m (2 x 19 + 15 gpm)
Auxiliary	
Maximum Flow (1 pump)*	16.8 gpm (63.6 lpm)
Maximum Pressure (1 pump)*	3,000 psi (207 bar / 20.7 MPa)
Maximum Flow (2 pump)†	35.2 gpm (133.3 lpm)
Maximum Pressure (2 pump)†	3,000 psi (207 bar / 20.7 MPa)
Pilot Pump	1 gear
Maximum Rated Flow	20 L/m (5.3 gpm)
System Relief Pressure	4300 kPa (624 psi)
System Operating Pressure	
Implement Circuits	28 000 kPa (4,061 psi)
Travel Circuits	31 600 kPa (4,583 psi)
Swing Circuits	26 100 kPa (3,785 psi)
Controls	Pilot levers, short stroke, low effort; hydraulic pilot controls with shutoff lever

**Flow and pressure at selector valve.*

†2-pump flow not available on machines equipped with angle-blade option.

Cylinders

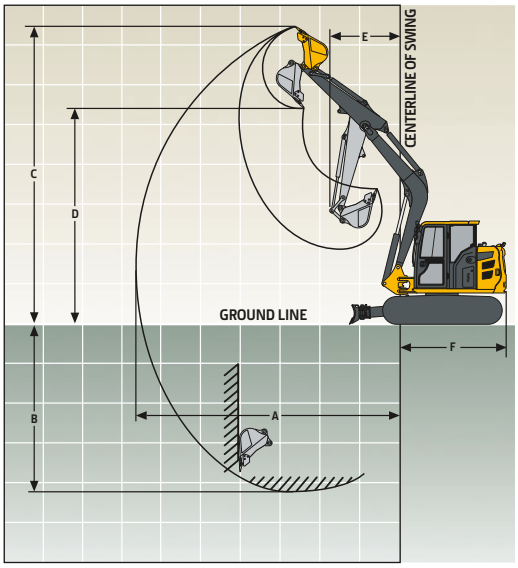
Heat-treated, chrome-plated, polished cylinder rods; hardened steel (replaceable bushings) pivot pins

	Bore	*Rod Diameter*	*Stroke*
Boom (1)	115 mm (4.5 in.)	70 mm (2.8 in.)	915 mm (36.0 in.)
Arm (1)	95 mm (3.7 in.)	60 mm (2.4 in.)	900 mm (35.4 in.)
Bucket (1)	85 mm (3.3 in.)	55 mm (2.2 in.)	730 mm (28.7 in.)

Electrical	
Batteries	2 x 12 volt
Battery Capacity	2 x 450 CCA
Alternator Rating	50 amp
Work Lights	2 LED: 1 mounted on boom and 1 mounted on frame
Undercarriage	
Rollers (each side)	
Carrier	1
Track	5
Shoes (each side)	40
Track	
Adjustment	Hydraulic
Chain	Sealed and lubricated
Swing Mechanism	
Swing Speed	10.1 rpm
Swing Torque	16 600 Nm (12,244 lb.-ft.)
Boom Swing	
Left	65 deg.
Right	55 deg.

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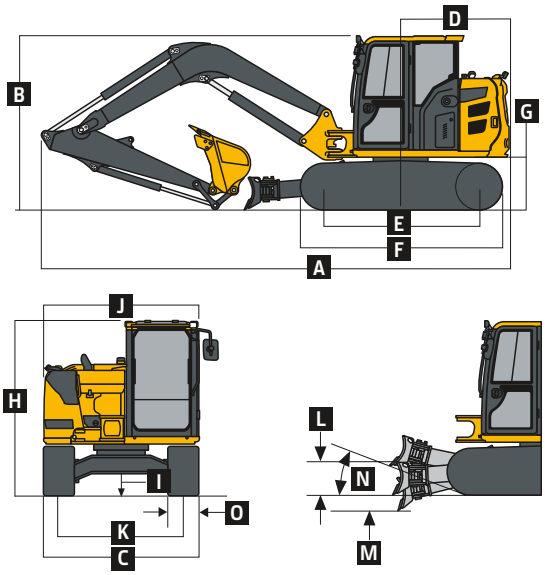
Ground Pressure	85 P-TIER
450-mm (18 in.) Rubber Crawler Pads	39 kPa (5.7 psi)
Triple Semi-Grouser Shoes	
450 mm (18 in.)	39 kPa (5.7 psi)
600 mm (24 in.)	30 kPa (4.4 psi)
Serviceability	
Refill Capacities	
Fuel Tank	125 L (33 gal.)
Cooling System	13.1 L (3.5 gal.)
Engine Oil With Filter	12.3 L (3.2 gal.)
Hydraulic Tank	52 L (14 gal.)
Hydraulic System	100 L (26 gal.)
Propel Gearbox (each)	1.2 L (1.3 qt.)
Operating Weights	
With 75-kg (165 lb.) Operator, Oil, Water, Full Fuel Tank, 3.67-m (12 ft. 0 in.) Boom, and 2.12-m (6 ft. 11 in.) Arm	
With 450-mm (18 in.) Track (steel track shoes with vulcanized rubber pads bonded to top of shoes)	8820 kg (19,445 lb.)
With Angle Blade	9168 kg (20,212 lb.)
With 600-mm (24 in.) Steel Track	8994 kg (19,828 lb.)
With 450-mm (18 in.) Rubber Crawler Pads	8858 kg (19,529 lb.)
With Angle Blade	9206 kg (20,296 lb.)
With 450-mm (18 in.) Continuous Rubber Belt	8726 kg (19,238 lb.)
Optional Components	
Undercarriage (with the following)	
450-mm (18 in.) Rubber Crawler Pads	2912 kg (6,420 lb.)
450-mm (18 in.) Continuous Rubber Belt	2884 kg (6,358 lb.)
Triple Semi-Grouser Shoes	
450 mm (18 in.)	2874 kg (6,336 lb.)
600 mm (24 in.)	3048 kg (6,720 lb.)
1-Piece Boom (with arm cylinder)	443 kg (977 lb.)
2.12-m (6 ft. 11 in.) Arm With Bucket Cylinder and Linkage	282 kg (622 lb.)
Boom Lift Cylinder	109 kg (196 lb.)
0.49-m³ (0.64 cu. yd.), 1219-mm (48 in.) Ditching Bucket	330 kg (728 lb.)
Counterweight, Standard	1408 kg (3,104 lb.)
Operating Dimensions	
Arm Length	*2.12 m (6 ft. 11 in.)*
Arm Digging Force (ISO)	35.3 kN (7,936 lb.)
Bucket Digging Force (ISO)	59.0 kN (13,264 lb.)
A Maximum Reach	7.56 m (24 ft. 10 in.)
B Maximum Digging Depth	4.53 m (14 ft. 10 in.)
C Maximum Cutting Height	7.19 m (23 ft. 7 in.)
D Maximum Dumping Height	5.12 m (16 ft. 10 in.)
E Minimum Swing Radius	2.68 m (8 ft. 10 in.)
F Tail-Swing Radius	1.59 m (5 ft. 3 in.)



85 P-TIER

While general information, pictures, and descriptions are provided, some illustrations and text may include product options and accessories NOT AVAILABLE in all regions, and in some countries products and accessories may require modifications or additions to ensure compliance with the local regulations of those countries.

Machine Dimensions		85 P-TIER
	Arm Length	*2.12 m (6 ft. 11 in.)*
A	Overall Length	6.79 m (22 ft. 3 in.)
B	Overall Height in Transport Position	2.52 m (8 ft. 3 in.)
C	Undercarriage Width	
	With 450-mm (18 in.) Track	2.20 m (7 ft. 3 in.)
	With 600-mm (24 in.) Steel Track	2.47 m (8 ft. 1 in.)
D	Rear-End Length/Swing Radius	1.59 m (5 ft. 3 in.)
E	Distance Between Idler/Sprocket Centerline	2.30 m (7 ft. 6 in.)
F	Undercarriage Length	2.90 m (9 ft. 6 in.)
G	Counterweight Clearance	0.72 m (28 in.)
H	Cab Height	2.52 m (8 ft. 3 in.)
I	Ground Clearance	360 mm (14 in.)
J	Upperstructure Width	2.26 m (7 ft. 5 in.)
K	Gauge Width	1.75 m (5 ft. 9 in.)
L	Blade Lift Height	450 mm (18 in.)
	Blade Height	472 mm (19 in.)
	Blade Width	
	With 450-mm (18 in.) Track	2200 mm (7 ft. 3 in.)
	With 600-mm (24 in.) Steel Track	2470 mm (8 ft. 1 in.)
M	Blade Cut Below Grade	410 mm (16 in.)
N	Blade Lift Angle	26 deg.
O	Track Width	
	With 450-mm (18 in.) Track	0.45 m (18 in.)
	With 600-mm (24 in.) Steel Track	0.60 m (24 in.)



Lift Capacities

Boldface type indicates hydraulically limited capacities; lightface type indicates stability-limited capacities, in kg (lb.). Ratings are at bucket lift hook, using standard counterweight, situated on firm, level, uniform supporting surface. Total load includes weight of cables, hook, etc. Figures do not exceed 87% of hydraulic capacity or 75% of weight needed to tip machine. All lift capacities are based on ISO 10567.

	HORIZONTAL DISTANCE FROM CENTERLINE OF ROTATION							
	1.5 m (5 ft.)		3.0 m (10 ft.)		4.5 m (15 ft.)		6.0 m (20 ft.)	
LOAD POINT HEIGHT	**Over Front**	**Over Side**	**Over Front**	**Over Side**	**Over Front**	**Over Side**	**Over Front**	**Over Side**
With 3.67-m (12 ft. 0 in.) boom, 2.12-m (6 ft. 11 in.) arm, and 450-mm (18 in.) steel track, with blade on ground, without bucket								
4.5 m (15 ft.)					**1900 (4,188)**	1703 (3,754)		
3.0 m (10 ft.)					**2200 (4,849)**	1642 (3,621)	**1974 (4,352)**	1037 (2,287)
1.5 m (5 ft.)			**4493 (9,906)**	2687 (5,924)	**2806 (6,187)**	1525 (3,362)	**2125 (4,684)**	1000 (2,205)
Ground Line			**3309 (7,296)**	2505 (5,522)	**3207 (7,071)**	1430 (3,152)	**2210 (4,872)**	964 (2,125)
–1.5 m (–5 ft.)	**3119 (6,875)**	**3119 (6,875)**	**5111 (11,267)**	2505 (5,515)	**3047 (6,717)**	1402 (3,090)		
–3.0 m (–10 ft.)			**3253 (7,171)**	2587 (5,704)				
With 3.67-m (12 ft. 0 in.) boom, 2.12-m (6 ft. 11 in.) arm, and 450-mm (18 in.) track with rubber crawler pad (steel track shoes with vulcanized rubber pads bonded to top of shoes), with blade on ground, without bucket								
4.5 m (15 ft.)					**1901 (4,190)**	1710 (3,769)		
3.0 m (10 ft.)					**2208 (4,868)**	1647 (3,630)	**1977 (4,358)**	1042 (2,297)
1.5 m (5 ft.)			**4224 (9,313)**	2688 (5,926)	**2825 (6,228)**	1528 (3,369)	**2130 (4,696)**	1004 (2,213)
Ground Line			**3359 (7,405)**	2515 (5,545)	**3212 (7,081)**	1435 (3,164)	**2208 (4,868)**	968 (2,134)
–1.5 m (–5 ft.)	**3187 (7,027)**	**3187 (7,027)**	**5074 (11,186)**	2515 (5,545)	**3030 (6,680)**	1409 (3,107)		
–3.0 m (–10 ft.)			**3159 (6,965)**	2605 (5,742)				
With 3.67-m (12 ft. 0 in.) boom, 2.12-m (6 ft. 11 in.) arm, and 600-mm (24 in.) steel track, with blade on ground, without bucket								
4.5 m (15 ft.)					**1900 (4,188)**	1736 (3,827)		
3.0 m (10 ft.)					**2200 (4,849)**	1676 (3,694)	**1974 (4,352)**	1061 (2,339)
1.5 m (5 ft.)			**4493 (9,906)**	2744 (6,049)	**2806 (6,187)**	1558 (3,435)	**2125 (4,684)**	1024 (2,257)
Ground Line			**3309 (7,296)**	2561 (5,647)	**3207 (7,071)**	1463 (3,225)	**2210 (4,872)**	987 (2,176)
–1.5 m (–5 ft.)	**3119 (6,875)**	**3119 (6,875)**	**5111 (11,267)**	2559 (5,641)	**3047 (6,717)**	1435 (3,163)		
–3.0 m (–10 ft.)			**3253 (7,171)**	2644 (5,830)				

Lift Capacities *(continued)* 85 P-TIER

Boldface type indicates hydraulically limited capacities; lightface type indicates stability-limited capacities, in kg (lb.). Ratings are at bucket lift hook, using standard counterweight, situated on firm, level, uniform supporting surface. Total load includes weight of cables, hook, etc. Figures do not exceed 87% of hydraulic capacity or 75% of weight needed to tip machine. All lift capacities are based on ISO 10567.

	HORIZONTAL DISTANCE FROM CENTERLINE OF ROTATION							
	1.5 m (5 ft.)		3.0 m (10 ft.)		4.5 m (15 ft.)		6.0 m (20 ft.)	
LOAD POINT HEIGHT	Over Front	Over Side	Over Front	Over Side	Over Front	Over Side	Over Front	Over Side
With 3.67-m (12 ft. 0 in.) boom, 2.12-m (6 ft. 11 in.) arm, and 450-mm (18 in.) steel track, with blade on ground and additional counterweight, without bucket								
4.5 m (15 ft.)					**1900 (4,188)**	**1900 (4,188)**		
3.0 m (10 ft.)					**2200 (4,849)**	1863 (4,108)	**1974 (4,352)**	1193 (2,631)
1.5 m (5 ft.)			**4493 (9,906)**	3067 (6,761)	**2806 (6,187)**	1746 (3,849)	**2125 (4,684)**	1156 (2,549)
Ground Line			**3309 (7,296)**	2884 (6,359)	**3207 (7,071)**	1651 (3,639)	**2210 (4,872)**	1119 (2,468)
–1.5 m (–5 ft.)	**3119 (6,875)**	**3119 (6,875)**	**5111 (11,267)**	2882 (6,353)	**3047 (6,717)**	1623 (3,578)		
–3.0 m (–10 ft.)			**3253 (7,171)**	2967 (6,542)				
With 3.67-m (12 ft. 0 in.) boom, 2.12-m (6 ft. 11 in.) arm, and 450-mm (18 in.) track with rubber crawler pad (steel track shoes with vulcanized rubber pads bonded to top of shoes), with blade on ground and additional counterweight, without bucket								
4.5 m (15 ft.)					**1901 (4,190)**	**1901 (4,190)**		
3.0 m (10 ft.)					**2216 (4,886)**	1867 (4,117)	**1977 (4,358)**	1198 (2,640)
1.5 m (5 ft.)			**4224 (9,313)**	3068 (6,763)	**2825 (6,228)**	1749 (3,856)	**2130 (4,696)**	1160 (2,557)
Ground Line			**3359 (7,405)**	2895 (6,382)	**3212 (7,081)**	1656 (3,651)	**2208 (4,868)**	1124 (2,478)
–1.5 m (–5 ft.)	**3187 (7,027)**	**3187 (7,027)**	**5074 (11,186)**	2895 (6,382)	**3030 (6,680)**	1630 (3,594)		
–3.0 m (–10 ft.)			**3159 (6,965)**	2984 (6,579)				
With 3.67-m (12 ft. 0 in.) boom, 2.12-m (6 ft. 11 in.) arm, and 600-mm (24 in.) steel track, with blade on ground and additional counterweight, without bucket								
4.5 m (15 ft.)					**1900 (4,188)**	**1900 (4,188)**		
3.0 m (10 ft.)					**2200 (4,849)**	1897 (4,181)	**1974 (4,352)**	1217 (2,682)
1.5 m (5 ft.)			**4493 (9,906)**	3123 (6,886)	**2806 (6,187)**	1779 (3,922)	**2125 (4,684)**	1179 (2,600)
Ground Line			**3309 (7,296)**	2941 (6,484)	**3207 (7,071)**	1684 (3,712)	**2210 (4,872)**	1143 (2,520)
–1.5 m (–5 ft.)	**3119 (6,875)**	**3119 (6,875)**	**5111 (11,267)**	2938 (6,478)	**3047 (6,717)**	1656 (3,650)		
–3.0 m (–10 ft.)			**3253 (7,171)**	3024 (6,667)				

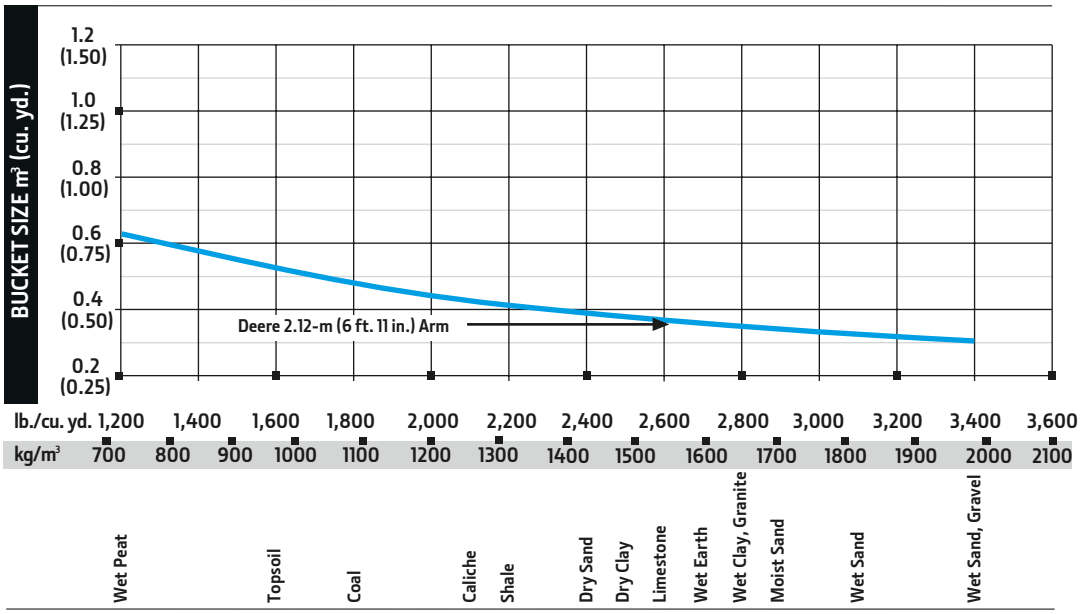
Buckets

A full line of buckets is offered to meet a wide variety of applications. Replaceable cutting edges are available through John Deere Parts. Optional side cutters add 150 mm (6 in.) to bucket widths.

Type Bucket	Bucket Width		Bucket Capacity		Bucket Weight		Bucket Dig Force (ISO)		Arm Dig Force (ISO) 2.12 m (6 ft. 11 in.)		Bucket Tip Radius		Number of Teeth
	mm	in.	m^3	cu. yd.	kg	lb.	kN	lb.	kN	lb.	mm	in.	
Heavy Duty	610	24	0.31	0.40	287	633	58	13,039	35	7,868	1087	42.80	5
	762	30	0.41	0.53	333	735	58	13,039	35	7,868	1087	42.80	6
	914	36	0.50	0.66	380	837	58	13,039	35	7,868	1087	42.80	7
Ditching	1219	48	0.49	0.64	330	727	69	15,512	37	8,318	907	35.69	0

While general information, pictures, and descriptions are provided, some illustrations and text may include product options and accessories NOT AVAILABLE in all regions, and in some countries products and accessories may require modifications or additions to ensure compliance with the local regulations of those countries.

Bucket Selection Guide* 85 P-TIER



*Contact your John Deere dealer for optimum bucket and attachment selections. These recommendations are for general conditions and average use. Does not include optional equipment such as thumbs or couplers. Larger buckets may be possible when using light materials, for flat and level operations, less compacted materials, and volume loading applications such as mass-excavation applications in ideal conditions. Smaller buckets are recommended for adverse conditions such as off-level applications, rocks, and uneven surfaces. Bucket capacity indicated is SAE heaped.

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Sourcewell

Solicitation Number: RFP # 011723

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and John Deere Construction Retail Sales a division of John Deere Shared Services LLC, DBA John Deere Construction Retail Sales, 1300 River Drive, Moline, IL 61265 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Heavy Construction Equipment with Related Attachments and Technology from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

B. EXPIRATION DATE AND EXTENSION. This Contract expires April 14, 2027, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.

C. SURVIVAL OF TERMS. Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

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Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. The John Deere Warranty Statement describes covered items and services when returning Damaged Equipment and

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Products. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity. Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

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A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

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Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

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B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee. Any state that requires a Sourcewell participating addendum with an additional admin fee, we reserve the right to reduce the list price discount to accommodate this additional fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

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Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. AUDIT. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. ASSIGNMENT. Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. WAIVER. Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. CONTRACT COMPLETE. This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

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F. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
   a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
   b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
2. *Limited Right of Sublicense*. The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.
3. *Use; Quality Control.*

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a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. *Termination*. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, with respect to the program, publications, or services provided resulting from this Contract.

C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. ENDORSEMENT. The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

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16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending*. Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

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18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*
Workers' Compensation: As required by any applicable law or regulation.
Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:
$500,000 each accident for bodily injury by accident
$500,000 policy limit for bodily injury by disease
$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:
$1,000,000 each occurrence Bodily Injury and Property Damage
$1,000,000 Personal and Advertising Injury
$2,000,000 aggregate for products liability-completed operations
$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:
$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
$2,000,000

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5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:
$2,000,000 per occurrence
$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier.

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E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Intentionally Omitted.

22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

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Sourcewell

DocuSigned by:
By: Jeremy Schwartz
C0FD2A139D06489...

Jeremy Schwartz
Title: Chief Procurement Officer
Date: 4/4/2023 | 2:30 PM CDT

John Deere Construction Retail Sales a division of John Deere Shared Services LLC, DBA John Deere Construction Retail Sales

DocuSigned by:
By: Mark Oliver
1CAF73242BB647F...

Mark Oliver
Title: Manager Contract Sales
Date: 4/5/2023 | 8:05 AM CDT

Approved:

DocuSigned by:
By: Chad Coauette
7E42B8F817A64CC...

Chad Coauette
Title: Executive Director/CEO
Date: 4/5/2023 | 8:20 AM CDT

RFP 011723 - Heavy Construction Equipment with Related Attachments and Technology

Vendor Details

Company Name:	John Deere Shared Services LLC
Does your company conduct business under any other name? If yes, please state:	John Deere Construction Retail Sales a division of John Deere Shared Services LLC
Address:	1300 River Drive Moline, IL 61265
Contact:	Brooke DeVol
Email:	ForsbergBrookeL@JohnDeere.com
Phone:	309-207-0431
HST#:	36-2382580

Submission Details

Created On:	Monday November 28, 2022 09:24:58
Submitted On:	Thursday January 12, 2023 14:48:05
Submitted By:	Brooke DeVol
Email:	ForsbergBrookeL@JohnDeere.com
Transaction #:	17731346-34ec-484a-83d5-3fc1c1f49270
Submitter's IP Address:	165.225.57.43

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	John Deere Construction Retail Sales a division of John Deere Shared Services LLC
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Not Applicable
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	John Deere Construction Retail Sales JDCRS John Deere Construction & Forestry
4	Provide your CAGE code or Unique Entity Identifier (SAM):	Cage Code: 3PSD7 UEI: ED9BLXH3Hg21
5	Proposer Physical Address:	1300 River Drive Moline, IL 61265
6	Proposer website address (or addresses):	www.deere.com
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Mark Oliver, Manager Contract Sales 1300 River Drive Moline, IL 61265 OliverMarkR@JohnDeere.com 309-748-3418
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Brooke DeVol, Contract Administrator 1300 River Drive Moline, IL 61265 ForsbergBrookeL@JohnDeere.com 309-207-0431
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Mark Oliver, Manager Contract Sales 1300 River Drive Moline, IL 61265 OliverMarkR@JohnDeere.com 309-748-3418

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	We Run Like No Other. We conduct business essential to life. Running for the people who trust us and the planet that sustains us, we create intelligent connected machines that enable lives to leap forward. See our higher purpose: https://www.deere.com/en/our-company/higher-purpose/ John Deere customers are at the center of everything we do. We rely on more than 180 years of experience and terabytes of precision data to know them and their businesses better than anyone else. Our easy-to-use technology helps deliver results they see in the field, on the job site, and on the balance sheet. We ensure seamless access to parts, services, and performance upgrades from take home to trade-in by providing world-class support throughout the lifecycle of their equipment, with productivity and sustainability always in mind. We never forget that we're here to help life leap forward. Deere & Company at a glance: https://www.deere.com/assets/pdfs/common/our-company/deere-&-company-at-a-glance.pdf

11	What are your company's expectations in the event of an award?	Our expectation, if we are awarded, is to continue working with Sourcewell to provide governmental customers the best option for acquiring our Construction and Compact Construction products. The John Deere Governmental Sales Team will continue to train our dealers on how to present Sourcewell and the benefits the contract offers to continue growing our sales. Since our training plan was rolled out in late 2016, our sales on this contract have had significant growth and our expectation is to continue that trend in the market place.	*
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	John Deere has a long history and attached in supplemental documents is our most recent annual report from 2021. Our 2022 fiscal year just concluded on October 31, 2022 and the annual report is not published at this time.	*
13	What is your US market share for the solutions that you are proposing?	While we do not publicly state market share position, John Deere Construction & Forestry holds a top level market share position across our entire product portfolio in the US.	*
14	What is your Canadian market share for the solutions that you are proposing?	While we do not publicly state market share position, John Deere Construction & Forestry holds a top level market share position across our entire product portfolio in Canada.	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No bankruptcy proceedings have taken place.	*
16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	John Deere Construction Retail Sales (JDCRS) is based in Moline, IL and is responsible for growing sales in the governmental segment for the Construction & Forestry Division of John Deere. All employees of JDCRS are full time John Deere employees. This sales team is responsible for training our dealers on governmental business, contracts and sales processes. Specific to supporting the Sourcewell contract, the account managers, contract manager and sales support team are responsible for educating the dealers on the quoting, ordering and delivery process of products sold on the Sourcewell contract. All dealers are required to go through a contract training program either in person or virtually via Microsoft Teams to become an authorized seller on our contract. This process has been the main driver of our growth since it was launched in 2016. We do retain the right to sell direct if required or the dealer has not completed our training program. Upon award of this new contract, we are revamping our training process to leverage our John Deere University online training system to make it easier and more efficient for the dealer field staff to become trained and certified on the Sourcewell contract.	*
17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	John Deere maintains all licenses and certifications necessary to conduct its business around the world. This is supported by our Supply Management, Engineering, Safety, Accounting, Human Resources and Tax and Legal Departments. John Deere self-audits and has regular outside audits performed by Deloitte & Touche for compliance with all required licenses, certifications and regulations.	*
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	There are no suspensions or disbarments to note.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
19	Describe any relevant industry awards or recognition that your company has received in the past five years	John Deere has received numerous levels of recognition and awards worldwide for quality production standards, environmental responsibility, ethics, diversity, safety and corporate citizenship. Page 12 of the 2021 Annual Report (attached in the documents section of the response) showcases some of our business highlights and the list of 2021 Awards and Recognitions. Also, attached within the documents section is our 2021 Sustainability Report for John Deere.	*
20	What percentage of your sales are to the governmental sector in the past three years	Customer and segment specifics for John Deere sales are not shared publicly. For the industry as a whole that we participate in, approximately 10-15% of sales for Construction and Compact Construction Equipment are sold to governmental agencies across North American each year.	*
21	What percentage of your sales are to the education sector in the past three years	Our education sector sales is a low percentage of our total governmental business but education entities have utilized the Sourcewell contract previously. For construction and compact construction equipment it is generally reported as a local or state level sale.	*
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	NASPO, as well as state participating addendums through this contract H-GAC TASB BuyBoard We also hold on average 5-10 individual state contracts outside of cooperative purchasing contracts. Sales figures are not publicly shared on any of these contracts.	*
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	GSA DLA US Fish & Wildlife, IDIQ Sales figures are not publicly shared on any of these contracts.	*

Table 4: References/Testimonials

Line Item 24. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Murphy Tractor & Equipment; an authorized dealer with a vast customer base with Sourcewell purchases.	Cole Iverson VP of Sales	507-320-8826	*
Brandt Tractor Ltd.; an authorized dealer with a vast customer baes with Sourcewell purchases.	Lloyd Norminton Government Sales Manager	780-486-6786	*
RDO Construction Equipment MW; an authorized dealer with a vast customer base with Sourcewell purchases.	Jesse Miller Government Sales Manager	952-882-2752	*

Table 5: Top Five Government or Education Customers

Line Item 25. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
New York State	Government	New York - NY	Sourcewell and Sourcewell participating addendum sales.	We averaged 172 sales per year over the last 3 years within the state of New York.	We averaged 19 million dollars per year over the last 3 years within the state of New York.	*
State of Ohio	Government	Ohio - OH	Sourcewell sales. Ohio STS contract was also held and is now expired. These sales are not publicly shared from our office. 2022 Q4 is our first full quarter of our Sourcewell PA contract being rolled out in Ohio.	Previous contracts in Ohio averaged 38-50 transactions per year.	Previous contracts in Ohio averaged 3-5 million dollars per year.	*
United States Air Force	Government	Pennsylvania - PA	DLA Military Sales	Not publicly shared from our office.	Not publicly shared from our office.	*
Florida Forest Service	Government	Florida - FL	Florida Forest Service contract	Not publicly shared from our office.	Not publicly shared from our office.	*
Louisiana DOT	Government	Louisiana - LA	State DOT contract	Not publicly shared from our office.	Not publicly shared from our office.	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
26	Sales force.	Sales is covered by our independent dealer network that has been trained and certified on the Sourcewell sales processes. We have dealer standards that require a minimum sales person to customer ratio to ensure proper sales coverage and response time.	*
27	Dealer network or other distribution methods.	There are nearly 400 dealer locations in the U.S., authorized to sell John Deere construction equipment products and another 60 covering Canada. There are roughly 1400 dealer locations in the U.S. authorized to sell compact construction equipment another 500 across Canada. These John Deere dealers sign contracts to sell and service John Deere products in their assigned areas. We have dealer standards that require a minimum sales person to customer ratio to ensure proper sales coverage and response time.	*
28	Service force.	This is covered fully by our dealers. Our dealers standard policy also has a minimum service technician to machine base ratio to ensure the best service and response time.	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	We have two processes for ordering products on our Sourcewell contract. The majority of our sales are ordered by authorized selling dealers that have been trained and certified by our John Deere Government Sales office. Upon delivery of an order we have a sales reporting automated process to capture the sales for reporting to Sourcewell. For dealers that may not be certified yet, our John Deere Government Sales office reserves the right to order direct.	*

30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	A professional, capable, well-trained, well-capitalized dealer network is one of John Deere's competitive advantages. Our dealers, backed by John Deere, provide local customer support, repairs, maintenance and parts. John Deere has authorized dealers in all 50 U.S. states and all across Canada. There are nearly 400 dealer locations in the U.S., authorized to sell John Deere construction equipment products and another 60 covering Canada. There are roughly 1400 dealer locations in the U.S. authorized to sell compact construction equipment and another 500 across Canada. These John Deere dealers sign contracts to sell and service John Deere products in their assigned areas. We also have a certified technician training program to ensure quality service for our customers. There are also multiple regional parts depots across North America for the best parts availability in the industry. Dealers must submit an annual business plan that contains their commitment to effectively selling and supporting all potential customer in their area, including but not limited to commercial accounts, national accounts, and state, county, and local governmental agencies. Customer can count on John Deere construction dealers to support our products and customers.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	All areas of the U.S. will be served.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	All areas of Canada that Sourcewell has a defined partner (such as Canoe) will also be served.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	All areas of the U.S. will be served. All areas of Canada that Sourcewell has a defined partner (such as Canoe) will also be served.	*
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Any agency that John Deere defines as a governmental customer and is also eligible to be a Sourcewell member will qualify for the discounts on our contract. John Deere Construction & Forestry defines a governmental customer as the following: 1. Federal, state/provincial, county, municipal and local governmental agencies 2. Hospitals and state/provincially accredited schools (both public and private) 3. Special government and/or taxing districts that have authority to levy taxes and/or issue tax free municipal bonds (ex. airports) 4. Governmental facilities run by independent management groups qualify only if a governmental agency issues the purchase order and retains ownership. Ownership by the management group voids discount eligibility. 5. Non-governmental utilities or departments or divisions of them that provide has, water, electrical, or telephone service directly to commercial or home users 6. Governmental agencies or departments or divisions of them that provide recycling or waste service directly to commercial or home users. Companies or departments or divisions of these utilities that do not provide service directly to commercial or home users do not qualify 7. North American Indian Tribal Councils 8. Non-profit agencies exempt from state/provincial and federal taxes 9. All Municipal Railroads	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	The John Deere Construction & Forestry Division has assigned dealers in both Alaska and Hawaii. As is the case for the continental U.S. (CONUS), factory to dealer freight as well as local delivery by dealer to end-user will be quoted and invoiced for any applicable areas outside of the continental U.S. (CONUS). Location specific factors related to moves by ocean, barge, inland, etc. will affect final delivery date.	*

Table 7: Marketing Plan

Line Item	Question	Response *	
36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Since our "authorized selling dealer" initiative that was rolled out in late 2016, our marketing plan has focused on getting our dealer network to understand the power of cooperative purchasing, specially the Sourcewell contract. Our dealers are closer to the end use customers and understand their business and product needs better than our small team here in Moline, IL. Once we got the dealers fully bought in on the power, ease of use and importance of the contract, the sales numbers took off year over year. Our plan for the new contract is to continue this with our dealer network.	*
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	John Deere has a great public website with information about our entire product line. We also have a link to a variety of governmental contracts that are available. In addition to those site, we also allow the customer to build their own machine online so they can see the options that are available before they contact their local dealer. https://www.deere.com/en/ https://www.deere.com/en/construction/ https://www.deere.com/en/government-and-military-sales/ https://www.deere.com/en/government-and-military-sales/state-and-local-purchasing/ https://configure.deere.com/cbyo/#/en_us/products Our marketing communications group runs a variety of social media promotions including a YouTube channel (https://www.youtube.com/user/JohnDeere) and Facebook page (https://www.facebook.com/JohnDeereUSCA/). The message on these sites changes periodically but it is primarily focused on the benefits of the John Deere relationship and how we are close to our customer.	*
38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	From the John Deere perspective, there are three key components to promoting the Sourcewell contract: Sourcewell, John Deere Construction Retail Sales (JDCRS), and our dealer network across the US and Canada. Each has a key role to the success of the continued and incremental sales increases each year. Sourcewell's job is to continue to promote the brand to eligible members so they understand the basics of cooperative purchasing and the benefits of membership. JDCRS has the responsibility to train the dealers on sales processes (ceiling price, discount structure, ordering and delivering of products), how to determine if a customer is already a member and how to assist a customer that is not a member how to become a member. Our dealer's responsibility is to help identify the right product for the job and how to find the easiest, most cost effective way to source that product/solution. We believe that Sourcewell provides one of the best tools available to eligible customer and we will continue to promote that in our annual training. We work with our dealers and support them at any regional conference or training opportunity that helps promote the brand of all three entities. Open communication between all three parties is the key for future success and incremental sales gains on the next contract.	*
39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	We are investigating e-procurement options for certain product families in the future but those are not available at this time. Due to the customizable nature of products and services, there are many possible configurations for each model. Many build-code dependencies must be taken into consideration for a properly functioning machine to be built. For that reason, we feel it is best to contact the local dealer for machine configuration guidance prior to requesting a contract quote.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	
40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Training on equipment operation and safety is provided through the local dealer. At time of delivery, the dealer provides an introductory walk-around of the unit, explaining general operation and maintenance procedures, free of charge as part of the purchase. Additional product or specific system training is optional and quoted by the local dealer.	*

41	Describe any technological advances that your proposed products or services offer.	John Deere C&F products offer a variety of technology solutions that work to eliminate rework, improve jobsite safety, counteract labor shortages and increase efficiency. Information on those initiatives is public and can be found at the following link: https://www.deere.com/en/technology-products/precision-construction-technology/ There was also a magazine published in the Fall of 2021 that focused on technology and its place in our industry. A link to that publication is below. THE DIRT publication, Fall 2021. https://www.deere.com/assets/pdfs/common/industries/construction/publications/the-dirt-fall-2021-dkmag265c-cv.pdf John Deere has also published what is known as our "Leap Ambitions" and that is also public. Our strategy for the Construction & Forestry Division is by 2026, we will deliver: • 20+ electric and hybrid-electric product models. • Earthmoving: Increase SmartGradeTM grade control adoption to 50%. • Forestry: Boost Intelligent Boom Control adoption to 100%. • Roadbuilding: Increase Precision Roadbuilding Solution adoption to 85%. More information on our Leap Ambitions can be found at: https://www.deere.com/en/our-company/sustainability/sustainability-report/leap-ambitions/ Technology advances in our products is vitally important and was on display at CES 2023 where our CEO was the keynote speaker on day 1. Information can be found at CES2023.deere.com	*
42	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	John Deere has been very public with these initiatives and more can be found on our website in our most recently published Sustainability Report. https://www.deere.com/en/our-company/sustainability/sustainability-report/ "Our next leap is ELECTRIC" is another informative piece discussing the future of electrification at John Deere. https://www.deere.com/en/our-company/electrification/	*
43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	In October 2022, John Deere received an award for the SBTi Validation of Greenhouse Gas Emission Reduction. https://www.deere.com/en/news/all-news/john-deere-receives-sbti-validation-of-greenhouse-gas-emission-reduction-targets/ In 2021 John Deere acquired majority ownership of Kreisel Electric. https://www.kreiselelectric.com/johndeere/	*
44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	John Deere is committed to Supplier Diversity. Each year we submit to GSA a commercial plan that outlines our commitment to use WMBE's, SBE's, and other MBE's suppliers in support of our business. We also have signed on with two small business partners to learn about small business and partner with them to meet demand for products with a small business designation in the Federal market as well as help grow their businesses. Our partners are The Akana Group (Native American owned small business, small business, HUBZone certified) and Bravo (Service Disabled Veteran-Owned Business). If opportunities arise in the cooperative world for small business designation, we are prepared to grow that segment as well.	*
45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	John Deere has a very strong presence as a construction equipment and compact construction equipment provider. John Deere is also the world's leading manufacturer of agricultural equipment. Additionally, John Deere Financial is one of the largest equipment finance companies. Valuable Extras: 1) Genuine John Deere Parts - highest quality parts for the highest quality equipment. -Regional parts depots strategically placed around North America for the best parts delivery response. 2) John Deere Connected Support – Allows customers to: - Monitor alerts for the machine remotely. - Monitor engine hours and utilization. - View machine location and get driving directions to the jobsite. - Monitor fuel level and idle time. 3) John Deere Connected Support – Allows dealers to: - Monitor alerts coming from the customers machine. - Remotely connect to a customers machine for real-time diagnostics. - Leverage Expert Alerts from John Deere to address potential future downtime. - Perform software updates from the dealership.	*

Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
46	Do your warranties cover all products, parts, and labor?	Construction equipment has basic warranty of 12 months/unlimited hours. The standard warranty general provisions including parts and labor is attached to this RFP submission. Compact construction equipment has a basic warranty of 24 months or 2,000hrs whichever occurs first.	*
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Extended warranty is available as a separate purchase, not on this RFP, through our local dealers. Extended warranty has a year and hour limitation with each purchase. An example is 3 year 5,000hr power train/hydraulics extended warranty option.	*
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	No, TTM is not covered within our warranty.	*
49	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	No, we can cover the entire U.S. and Canada with our dealer network.	*
50	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Third party warranties are handled by the original OEM of that attachment.	*
51	What are your proposed exchange and return programs and policies?	As noted in the standard warranty document, "John Deere will repair or replace, at its option, any parts… of a new John Deere product that, as delivered to the original retail purchaser(s), are defective in material or workmanship." See attached standard warranty document for full text explanation.	*
52	Describe any service contract options for the items included in your proposal.	John Deere does not offer any service contracts within this RFP. Service contracts and extended warranty options are available for customers from their local dealer and can be quoted to them at time of purchase.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
53	Describe your payment terms and accepted payment methods.	JDCRS' only option for payment terms is Net 30 Days for direct sales. Since the majority of our deals are purchased through one of our authorized dealers, there are financing options available (JD Financial) that can be negotiated before finalizing the deal.	*
54	Describe any leasing or financing options available for use by educational or governmental entities.	JDCRS (contract vendor) does not play a role in leasing, financing or payment terms other than Net 30 Days. John Deere Financial offers leasing/financing options. The John Deere Municipal Lease Purchase Plan is a special low-rate financing plan that is designed to provide flexibility of leasing while building equity toward ownership of the John Deere equipment. Any state or local government body, or their political subdivisions, having the power to tax may be eligible for the John Deere Municipal Lease Purchase Plan, subject to approval. John Deere Financial also offers other leasing and financing options for governmental, educational and non-profit entities, subject to approval. All leasing and financing options are handled through the local dealer and John Deere Financial. The lease/finance provider funds the contract sales invoice within 30 days.	*
55	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	Our John Deere dealers use approved applications in their business system to provide quotes to customers stating the approved contract discount rate. The quote contains terms and conditions for the quote and terms for payment when a PO is issued. For direct sales through our office similar documentation is used and is available in the document upload section.	*
56	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	P-card payments are accepted with a 3% processing fee added to the contract quote. P-card usage is to be made known at time of quote request. Customer PO must cover the added fee.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
57	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Each model will have a discount associated to it which applies to all options of that model fully configured, base coded attachments will have a separate discount schedule. Third party attachments (AT and BYT kits) are not part of this RFP proposal and are available for separate purchase by our dealer. The model and discount schedule is attached. Full current price pages will be submitted upon successful award. Any price changes or model updates will be submitted through the PnP process.	*
58	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Quotes are provided to the customer with a discount off of current list price. Quotes are price protected for a period of 30 days as long as a PO is received within that 30 day period. See attached pricing & discount schedule as well as the example quote for our proposal on this RFP.	*
59	Describe any quantity or volume discounts or rebate programs that you offer.	We offer two different volume discounts between our construction equipment (CE) portfolio and our compact construction equipment (CCE) portfolio due to the difference in acquisition costs of the larger construction equipment verses the smaller compact construction equipment. CE: 5-7 machines = 1%, 8-14 machines = 2%, 15+ machines = 3% CCE: 8-14 machines = 1%, 15+ machines = 3%	*
60	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.	Sourced or open market items are not part of our RFP response but we do allow dealers to quote these as dealer provided items as a separate line item on the quote. Discounts will not be applied to these open market items. Quotes for these products are negotiated directly through the customer and our dealer network.	*
61	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	The following will not be included: 1. Dealer provided goods and services: Non-factory goods and services (third party items) will be quoted by dealer at the customers request. 2. Set-up and installation fees: These charges will be quoted by the dealer and are not part of this RFP. 3. Pre-Delivery Inspection (PDI): A PDI is performed on all new machine purchases to ensure proper fluid levels, check system pressures, verify accurate system operation, and cleaning of the unit prior to delivery. The cost of the PDI is quoted by the dealer and will vary by machine model and complexity. Taxes: Local taxes, if applicable, will be assessed.	*
62	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Freight, delivery and shipping are charged to the customer and added to the quote as separate line items.	*
63	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Freight, delivery and shipping are charged to the customer and added to the quote as separate line items just as they are for all participating entities. Travel that occurs by ocean, barge or inland may affect the delivery time of the machine.	*
64	Describe any unique distribution and/or delivery methods or options offered in your proposal.	If a customer has a unique request, we can review at that time, otherwise there are no unique methods offered in this RFP.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
65	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	Sourcewell has become our most valued contract to our dealer network for governmental business. We will continue to use our best available discount schedule to support this contract.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
66	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	Our dealers are required to participate in a contract sales training class to ensure they are promoting the contract per the Terms and Conditions of our RFP response. Dealers are made aware of how to obtain the effective price date of the contract, so the customer is being quoted accurately. Whenever there is a price change approved by Sourcewell, we communicate that information via our dealer bulletin process and post on our dealer microsite. We also use an automated settlement process where a dealer utilizes a program ID code so that we can accurately capture the sales each quarter for our internal review and submit to Sourcewell for the payment of our admin fee. We will also be launching a new quoting process to simplify the quoting process for many of our dealers to ensure accurate pricing per the terms and conditions of our contract.	*
67	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Upon award of this contract, we track the sales performance of each dealer group across the US and Canada to achieve our market share goals for construction equipment and compact construction equipment in the governmental segments. This has worked well for this contract to date, and we will continue to use this market share metric to keep our dealers accountable for performance.	*
68	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	We have had great success growing and expanding the utilization of this contract for all our dealers in the US and Canada and will continue this growth by providing a 0.5% admin fee to Sourcewell on all contract items. Third party attachments or non-contract items (dealer provided items) are not subject to the admin fee. The total calculated admin fee is payable each calendar quarter to Sourcewell.	*

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *	
69	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	We will be offering our complete line of construction equipment and compact construction equipment, as well as base coded attachments. Product families include Articulated Dump Trucks, Backhoes, Compact Track Loaders, Crawler Dozers, Crawler Loaders, Excavators, Compact Excavators, Tractor Loaders, Motor Graders, Skid Steer Loaders, Wheel Loaders and Compact Wheel Loaders. All services including product support, part support, and warranty work will be provided by our authorized dealers and not part of this contract.	*
70	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	N/A	*

Table 148: Depth and 8readth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Categor\ or T\pe	Offered	Comments
71	Wheeled, tracked, and backhoe loaders	(•) Yes ( ) No	
72	Motor Graders	(•) Yes ( ) No	
73	Wheeled and tracked excavators	(•) Yes ( ) No	
74	Bulldozers, compactors, scapers, articulated and rigid haulers	(•) Yes ( ) No	We do not offer rigid haulers. Compactors are offered on the separate Wirtgen contract.
75	Cranes	( ) Yes (•) No	
76	Accessories or attachments for the offering in #71-75 above	(•) Yes ( ) No	We will be offering base coded attachments at time of whole goods purchase or separately if needed. AT kits and BYT kits (third party attachments) are not part of this contract.
77	Technology or services for the offering in #71-75 above	(•) Yes ( ) No	-' /ink Telematics, Grade Control, and Slope Control are examples of these technology services that are available as options on certain products.

Table 14C: Required Offering of Equipment

Indicate below if the proposer's proposal includes at least one (1) of the following listed types or classes of equipment. Provide additional comments in the text box provided, as necessary.

Line Item	Categor\ or T\pe	Offered	Comments
78	Wheel loader with published net horsepower (HP) of at least 300 HP	(•) Yes ( ) No	We offer 4 wheel loaders that meet this spec requirement.
79	Wheeled or tracked excavator with a published net horsepower (HP) of at least 150 HP	(•) Yes ( ) No	We offer 10 excavators that meet this spec requirement.
80	Motor Grader with a published maximum operating weight of at least 30,000 lbs.	(•) Yes ( ) No	We offer 8 motor graders that meet this spec requirement.
81	Rough terrain, all terrain, crawler, floating, lattice, or telescopic crane with a published maximum lifting capacity of at least 300 tons and a published maximum boom length of at least 150 feet	( ) Yes (•) No	

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- Pricing - RFP 011723 Model & Discount Schedule.pdf - Monday January 09, 2023 11:48:21
- Financial Strength and Stability - Deere-Co_Annual-Report-2021.pdf - Tuesday November 29, 2022 12:34:40
- Marketing Plan/Samples (optional)
- WMBE/MBE/SBE or Related Certificates (optional)
- Warranty Information - US CAN deere wty stmt.pdf - Tuesday December 06, 2022 10:27:02
- Standard Transaction Document Samples - Sample Sourcewell Quote.pdf - Monday January 09, 2023 11:22:37
- Upload Additional Document - Sustainability Report 2021.pdf - Tuesday November 29, 2022 13:01:16

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.

3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.

5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.

6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.

7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.

8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.

9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

11. Proposer its employees, agents, and subcontractors are not:
    1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;

    2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or

    3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Mark Oliver, Manager, Contract Sales, John Deere Construction Retail Sales

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum"** below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_5_Heavy_Construction_Equipment_RFP_011723 Tue January 10 2023 08:47 AM	☑	1
Addendum_4_Heavy_Construction_Equipment_RFP_011723 Fri January 6 2023 09:51 AM	☑	2
Addendum_3_Heavy_Construction_Equipment_RFP_011723 Thu December 29 2022 12:33 PM	☑	2
Addendum_2_Heavy_Construction_Equipment_RFP_011723 Wed December 21 2022 01:49 PM	☑	1
Addendum_1_Heavy_Construction_Equipment_RFP 011723 Thu December 15 2022 09:27 AM	☑	1

SUBJECT: **LIFE IN LOUISVILLE PHOTOGRAPHY CONTEST AWARDS PRESENTATION**

DATE: **MARCH 4, 2025**

PRESENTED BY: **IRIS BELENSKY, CULTURAL SERVICES**

SUMMARY:
62 Front Range residents submitted photographs depicting “Life in Louisville” for the 17th Annual Photography Contest. This is more than double the participants we had last year! These photos chronicle events and daily life in Louisville, Colorado from January 1 to December 31, 2024. They will be added to the City’s archives to serve as a cultural reference for future generations. All images are available for public viewing on the City’s website and all photographers have given the City permission to utilize the photos for City publications and marketing including the City website, social media, and outside publications.

This year, 151 photos were entered into the contest. We’d like to thank all of the respondents and encourage continued participation in future years. We would like to also thank local photographer Kirk Fry for his time spent jurying this annual contest alongside City staff. During the jury process, entries were separated into seven major categories: Animals & Pets, Community Events & People, Nature & Landscapes, Old Town & Historic Louisville, Sunrises & Sunsets, and Student Photography. Judges selected the winning entries in each category as well as an overall Grand Prize Award.

32 Finalist photos were selected and put on display at the Louisville Public Library. From February 3 to February 24, the public was invited to view the photos and to vote on the People’s Choice Award winner.

Each of the winning photographs documents a subject unique to Louisville and represents the history, community, and sense of place that makes Louisville a great place to live. Certificates will be presented to the winners of each category as we display the awarded images.

The jury requested that the winners of each category remain unknown until this presentation. Therefore, winners will not be revealed in this packet.

FISCAL IMPACT:
None

PROGRAM/SUB-PROGRAM IMPACT:
This contest is an important annual activity that helps meet the Cultural Arts and Special Events Sub-Program goal to provide services, facilities and activities that inform, involve, engage and inspire the community and preserve the community heritage

RECOMMENDATION:
Staff recommends that Council thank all photographers who have participated in this year's contest and recognize this year's winning entries.

ATTACHMENTS:
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**

City of Louisville
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CITY COUNCIL COMMUNICATION
AGENDA ITEM 8B

SUBJECT: MARCH FOR MEALS PROCLAMATION

DATE: MARCH 4, 2025

PRESENTED BY: ADAM BLACKMORE, DIRECTOR OF PARKS, RECREATION, OPEN SPACE AND TRAILS

SUMMARY:
Each March, Meals on Wheels celebrates the historic day in 1972 when a national nutrition program for seniors was added to the Older Americans Act. This legislation supported the rapid growth of the Meals on Wheels network that now collectively serves 2.8 million seniors each year. This year's March for Meals celebration comes at a time when eight out of ten local Meals on Wheels programs are still delivering meals to more older adults than they were prior to the pandemic, and operational and food costs are still soaring even while inflation slows. Coal Creek Meals on Wheels is the local provider of meals on wheels and in 2024 served 17,331 meals to Louisville residents, which is up from 11,253 meals in 2023.

FISCAL IMPACT:
None

RECOMMENDATION:
Proclaim March 2025 as March for Meals.

ATTACHMENT(S):
1. March for Meals Month Proclamation, March 2025

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**

City of Louisville
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A PROCLAMATION DECLARING MARCH 2025 AS THE 23rd ANNUAL MARCH FOR MEALS MONTH

WHEREAS, this year, Meals on Wheels programs from across the country are joining together for the March for Meals awareness campaign to celebrate its success and garner the support needed to ensure these critical programs can continue; and

WHEREAS, Coal Creek Meals on Wheels has served Erie, Lafayette, Louisville, and Superior for over 50 years, delivering more than just a meal to older adults, individuals with disabilities, and anyone in need who is at a significant risk of hunger, food insecurity, and isolation; and

WHEREAS Coal Creek Meals on Wheels works to address food insecurity and malnutrition, combat social isolation, enable independence, and improve health for years to come; and

WHEREAS, in 2025, Coal Creek Meals on Wheels will surpass one million meals served since the organization's founding; and

WHEREAS, Coal Creek Meals on Wheels provides a powerful opportunity for social connection for hundreds of seniors to help combat the negative health effects and economic consequences of loneliness and isolation; and

WHEREAS, food insecurity is increasing substantially, and action is needed now to support local Meals on Wheels programs through federal, state and local funding; volunteering; donations; and raising awareness to ensure these vital services can continue to be delivered for years to come; and

WHEREAS, Coal Creek Meals on Wheels continue to serve anyone in need of a nutritious meal, regardless of their age, income, socioeconomic status, or other factors.

NOW, THEREFORE, be it resolved that the Louisville City Council does hereby proclaim March 2025 as a month celebrating Coal Creek Meals on Wheels and urges every community member to take this month to honor the programs, the individuals they serve, and the volunteers who care for them. Our recognition of, and involvement in, the national March for Meals celebration can enrich our entire community and help combat hunger and isolation.

DATED this 4th day of March, 2025

_____
Christopher M. Leh, Mayor

ATTEST:

_____
Genny Kline, Interim City Clerk

City of Louisville
COLORADO • SINCE 1878

CITY COUNCIL COMMUNICATION
AGENDA ITEM 8C

SUBJECT: **ORDINANCE NO. 1891, SERIES 2025 – AN ORDINANCE AMENDING THE CITY OF LOUISVILLE FIRE HARDENING CODE FOR STRUCTURES – 2ND READING – PUBLIC HEARING (advertised City of Louisville website 02/07/25)**

DATE: **MARCH 4, 2025**

PRESENTED BY: **ROB ZUCCARO, AICP, COMMUNITY DEVELOPMENT DIRECTOR**
CHAD ROOT, CHIEF BUILDING OFFICIAL

SUMMARY:
The proposed ordinance updates Chapter 15.70, Fire Hardening Code for Structures to allow Class B materials for decks and fences. The purpose of the amendment is to increase material availability and affordability of new and replacement decks and fences, and thus, obtain higher permitting and code compliance rates when decks are installed.

Since first reading, additional language was added to the fence material standards, which is shown in **Bold Double Underline**. This change clarifies that ignition resistant materials, such as metal, masonry, or stone may be allowed even though these materials do not have an ASTM E84 rating.

D. *Fire and Ignition Resistant Fencing within 5 feet of a structure.* New construction and all replacement fences within 5 feet of the structure must be fire and ignition resistant with a ~~maximum~~ flame spread index of ~~25~~ 26-75 (Class B) or better **or an ignition resistant material such as metal, masonry, or stone**.

BACKGROUND:
On November 4, 2024, City Council adopted Ordinance 1884, Series 2024, establishing a City-wide fire hardening building standards that address the following building elements:

- Roof coverings
- Siding and eave materials
- Deck surface materials
- Fencing materials (within 5-feet of the home)
- Vent coverings
- Solar panel screens
- Gutter materials and guards

ANALYSIS:
The current code requires that fence and certain deck materials meet a Class A flame spread rating of 25 or less. The standard typically used to determine flame spread ratings is the American Societe for Testing and Material (ASTM) E84 testing method for Flame Spread Index (FSI). The following are the different standardized classifications:

Class A – 0-25 FSI
Class B – 26-75 FSI
Class C – 76-200 FSI

For decking materials, Class A, Class B, and Class C rated material standards are used in many Wildland Urban Interface codes. While Class A rated decking materials have the highest level of flame spread resistance, they are more expensive than Class B and Class C decking materials and there are less options available. In addition to consideration for cost, having a broader range of available materials will help to ensure that more contractors and homeowners obtain building permits and comply with the fire hardening code.

The following is a sample of pricing and local availability of Class A vs Class B decking materials.

Table 1: Comparison of Deck Board Cost and Availability

Supplier	Class A: FSI 0-25			Class B: FSI 26-75		
	Brand	$ Per Linear Ft	Availability	Brand	$ Per Linear Ft	Availability
Alpine Lumber	Vintage Collection Timber Tech	$8.62	Special Order	Harvest Collection Timber Tech	$5.70	Special Order
Lafayette Lumber	Promenade Fibron	$8.45	Special Order	Porch Collection Timber Tech	$7.69	Special Order
Budget Home Center	Vintage Collection Timber Tech	$6.94	In Stock	Porch Collection Timber Tech	$5.67	In Stock
Fox Galbraith	Promenade Fibron	$6.90	Special Order	Paramount Fibron	$6.28	Special Order
Lowes	Vintage Collection Timber Tech	$8.06	Special Order	Porch Collection Timber Tech	$5.62	Special Order
Home Deport	Promenade Fibron	$6.85	Special Order	Paramount Fibron	$5.75	Special Order
	Average Cost	***$7.64***		***Average Cost***	***$6.12***	

While allowing a Class C (76-200 FSI) decking material is not part of the proposal, staff would like to note that Class C decking materials are available in stock at the Louisville Home Depot and Arvada Lowes at a significantly more affordable price than the Class A and Class B decking options listed above ($2.25 per linear ft average). Local retailers such as Home Depot and Lowes keep other composite decking brands in stock, but they do not have an ASTM E84 FSI rating.

As additional context on the ASTM E84 standard in WUI codes, the California Department of Forestry and Fire Protection (Cal Fire) publishes a building materials listing handbook of WUI compliant building materials. To qualify as a WUI compliant deck material in California, the material must meet the California material testing protocol SFM 12-7a-4a. The list of Cal Fire approved decking materials includes a mix of Class A, Class B, and Class C compliant decking material options, and decking without an ASTM E84 rating.

LINK: Cal Fire WUI Products Handbook

The following provides a comparison of decking material costs using the following assumptions:

- Deck Size: 300 sq. ft. (15 ft. x 20 ft.)
- 10 Steps at 3 ft. wide
- 70 ft. of railings
- Metal deck railings for both Class A and Class B decking
- Dose not include deck framing or hardware

Table 2: Comparison of Deck Board and Railing Materials Cost

Class A	Class B	Class C	Pressure Treated Wood
$7,599	$6,556	$3,901	$1,665

While Class A has the highest fire rating, and thus, the most protection, Class B and Class C also provide a level of fire protection much higher than most pressure treated soft woods. The driving factors for staff's proposal to allow Class B decking materials is to improve compliance with the code by ensuring wider availability of material options and more affordable options. Staff also is taking into consideration that this is a City-wide code and not just targeted in the most vulnerable wildland-urban interface areas of the city, and thus, improving the fire rating overall form the baseline of pressure treated soft woods will improve fire resiliency with a higher compliance rate. If Council desires to further expand material options and affordability, Class C decking could also be an allowed material option.

While the primary issue is decking material availability and costs, staff identified that there are some composite fencing materials that also could meet a Class B rating, providing more material options while still improving fire protection over cedar fencing.

An example of a Class B rated composite fending product is Seclusion Trex fencing panels. While there is a premium cost on this particular brand, it provides additional options for those who want a solid rated fence vs an open metal fencing type.

Table 3: Comparison of 6 ft. Tall x 8 ft. Wide Fence Panel Cost

Fencer Spaced Bar (Black Aluminum)	Seclusion Trex	Cedar
$273	$474	$100

Staff also proposes adding language to allow ignition resistant fencing materials that may not be rated under the ASTM E84 standard, such as metal, masonry, and stone. The most common fire-resistant fencing materials will likely be coated aluminum fencing, metal panels, and chain link, which do not have ASTM E84 ratings.

FISCAL IMPACT:
There is no anticipated fiscal impact from the proposed amendments.

STAFF RECOMMENDATION:
Staff recommends approval on first reading and setting the public hearing for March 4, 2025.

ATTACHMENTS:
1. Ordinance No. 1891, Series 2025
2. Letter from Louisville Fire Protection District
3. Staff 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**

(Second Reading changes shown in **Bold Double Underline**)

ORDINANCE NO. 1891
SERIES 2025

AN ORDINANCE AMENDING THE CITY OF LOUISVILLE FIRE HARDENING CODE FOR STRUCTURES

WHEREAS, the City Council adopted the Louisville Fire Hardening Code for Structures by Ordinance No. 1884, Series 2024 in order to reduce threats from wildfires and to mitigate structure fires from spreading to adjacent residential and commercial structures; and

WHEREAS, it is deemed to be in the interest of the public health, safety and general welfare for the residence of Louisville to adopt such code; and

WHEREAS, the City Council desires to amend some of the provisions of the code to ensure there is building material availability for decks and fences that meet the minimum standards and intent of the code; and

WHEREAS, the City Council, after proper notice as required by law, has held a public hearing on this ordinance providing for the adoption of said codes.

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

Section 1. Chapter 15.70 of the Louisville Municipal Code is hereby amended as follows (new text underlined and deleted text as ~~cross through~~):

Chapter 15.70

Fire Hardening Code for Structures

Sec. 15.70.010. - Applicability

This Chapter provides minimum City-wide building and construction standards for residential and commercial structures in order to decrease threats from wildfires and the spread of fire between structures. The requirements set forth in this Chapter shall apply to all new construction, additions, and replacement of building materials, except as set forth in Section 15.70.030

Sec. 15.70.020. – Construction Standards.

A. *Class A Roof Coverings* tested with ASTM E108 or UL 790 are required on all new structures, additions and replacement roofs where the replaced roof is 50% or greater. Examples of a Class A roof coverings include metal, membrane, asphalt, tile, clay, concrete, stone and slate shingles.

B. *Fire Resistant Siding and Eaves* are required on all new structures, additions and where 50% or more of the siding or eave is replaced. Siding and eaves shall be fire and ignition resistant with a ~~maximum~~ flame spread rating of 25 or less (Class A). Heavy timber and log construction is also acceptable.

C. *Fire and Ignition Resistant Deck Surface, Steps and Guardrails* are required on all new decks and all replacement decks, steps and guardrails. The deck surface, step surface and guardrails shall be fire and Ignition resistant with a ~~maximum~~ flame spread rating of ~~25~~ 26-75 (Class B) or better. For decks six feet or lower to the ground, the surface below the deck shall be gravel placed over a sheet of 6 mil plastic or concrete slab to prevent vegetation growth under the deck.

D. *Fire and Ignition Resistant Fencing within 5 feet of a structure.* New construction and all replacement fences within 5 feet of the structure must be fire and ignition resistant with a ~~maximum~~ flame spread index of ~~25~~ 26-75 (Class B) or better **or an ignition resistant material such as metal, masonry, or stone**.

E. *Roof/Attic Vents, Crawlspace Vents and Solar Panels Screens* - New structures and all replacement vents shall have the following:

1. 1/8-inch metal mesh for attic vents, roof vents, eave vents and foundation vents. Mechanical and plumbing vents do not need to be screened.

2. If solar panels on the roof are screened with metal mesh then the screen must be removable to clean out debris from under panels.

F. *Metal Gutters with Gutter Guards* - New structures and replacement Gutters shall be made of metal and shall have an approved ignition resistant means to prevent accumulation of debris in gutter.

Sec. 15.70.030 Exemptions.

Exemptions from the requirements of this Chapter 15.70 are as follows*:*

A. Historic Home Exemption. Historic homes and buildings may be exempted by the Building Official from roofing or siding requirements, or both, of this Chapter if the Building Official finds there is no practical means to meet the intent of the Chapter while maintaining historic features.

B. Commercial Structures that are fully sprinklered and are in compliance with NFPA-13 and are located greater than 35 feet from the property line are exempt from the requirements of this Chapter..

C. Temporary Structures. Permitted Temporary structures, such as tents and membrane structures, are exempt for a period of time not to exceed a 180 days.

D. The building official may approve alternative methods demonstrating class A or a flame spread of 25 or less in lieu of the requirements of this Chapter.

Section 2. If any article, section, paragraph, sentence, clause, or phrase of this ordinance is held to be unconstitutional or invalid for any reason, such decision shall not affect the validity or constitutionality of the remaining portions of this ordinance. The City Council hereby declares that it would have passed this ordinance and each part or parts hereof irrespective of the fact that any one part or parts be declared unconstitutional or invalid.

Section 3. The repeal or modification of any provision of any prior ordinance 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 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 4th day of February, 2025.

_____
Christopher M. Leh, Mayor

ATTEST:

_____
Genny Kline, Interim City Clerk

APPROVED AS TO FORM:

_____
Kelly, P.C., City Attorney

PASSED AND ADOPTED ON SECOND AND FINAL READING, this 4th day of March, 2025.

_____
Christopher M. Leh, Mayor

ATTEST:

_____
Genny Kline, Interim City Clerk

LOUISVILLE FIRE
PROTECTION DISTRICT
"OUR FAMILY SERVING YOUR FAMILY"
895 VIA APPIA WAY LOUISVILLE, CO 80027
HEADQUARTERS: 303.666.6595 | FAX: 303.666.7659
LOUISVILLEFIRE.COM

A TRADITION OF EXCELLENCE SINCE 1887

February 28, 2025

City of Louisville
City Council

Dear Mayor Leh and City Council Members,

First of all, thank you for passing the Home Hardening Ordinance last November. We appreciate all of you for your support and backing of the city-wide ordinance. The ordinance will help the Fire District protect homes from fires that can lead to the next Marshal Fire. I know you will be discussing the following on March 4;

Amendment

- Fire resistance decking
- Fire resistance fencing within 5 ft of the home

We agree that the building material that we require needs to be available and affordable for all citizens of Louisville. The Fire District understands and supports the amendments that the City Staff is recommending but suggests the following;

- Class A material is required for all new construction still
- The portion of the replacement fence that attaches to the house has to be Class A.

In Fire Safety

John Willson
Fire Chief

City Council Public Hearing

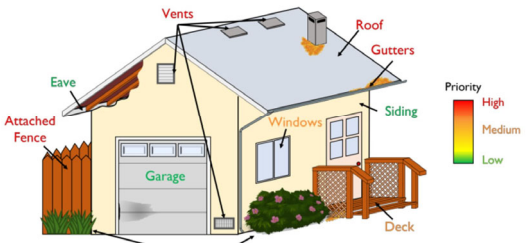
March 4, 2025

Structure Hardening Code Amendment Ordinance 1891, Series 2025

City of Louisville

Structure Fire Hardening Code

- Ordinance 1884, Series 2024, Adopted November 4, 2004
- Applies City-Wide to All Structures, New Structures and Alterations/Repairs
- Fire resistant materials for:
  - Roof coverings
  - Siding and eave materials
  - Deck surface materials
  - Fencing materials (within 5-feet of the home)
  - Vent coverings
  - Solar panel screens
  - Gutter materials and guards



City of Louisville

Structure Fire Hardening Code

- ASTM E84 – Flame Spread Index
  - Measures Rate of Spread of Fire on Material
  - Three Classifications Most Often Used for Fire Resistant Decking
    - ✓ Class A – 0-25 FSI
    - ✓ Class B – 26-75 FSI
    - ✓ Class C – 76-200 FSI
- Purpose of Proposed Amendments
  - Increase Material Availability and Affordability
  - Obtain higher permitting and code compliance rates



City of Louisville

Deck Material Cost And Availability

Table 1: Comparison of Deck Board Cost and Availability

Supplier	Class A: FSI 0-25			Class B: FSI 26-75		
	Brand	$ Per Linear Ft	Availability	Brand	$ Per Linear Ft	Availability
Alpine Lumber	Vintage Collection Timber Tech	$8.62	Special Order	Harvest Collection Timber Tech	$5.70	Special Order
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Lowes	Vintage Collection Timber Tech	$8.06	Special Order	Porch Collection Timber Tech	$5.62	Special Order
Home Deport	Promenade Fibron	$6.85	Special Order	Paramount Fibron	$5.75	Special Order
	Average Cost	***$7.64***		***Average Cost***	***$6.12***	

* Class C Available and Local Home Depot and Lowes $2.25 per linear ft.

City of Louisville

Cal Fire Standards

- Cal Fire Has California Specific Standard – SFM 12-7a-4a
- Listing of Approved Decking Materials Include Class A, Class B, Class C and non-ASTM E84 Rated Decking
- Council Could Also Consider Allowing Class C to Further Expand Material Availability and Affordability

CALIFORNIA DEPARTMENT of FORESTRY
and FIRE PROTECTION
OFFICE OF THE STATE FIRE MARSHAL

STATE FIRE MARSHAL LISTED
WILDLAND URBAN INTERFACE (WUI)
PRODUCTS

HANDBOOK

Published by CAL-FIRE
FIRE ENGINEERING AND INVESTIGATIONS DIVISION
BUILDING MATERIALS LISTING PROGRAM
September 20, 2024

City of Louisville

Fence Material Cost And Availability

Table 3: Comparison of 6 ft. Tall x 8 ft. Wide Fence Panel Cost

Fencer Spaced Bar (Black Aluminum)	Seclusion Trex	Cedar
$273	$474	$100

- Limited Class B Options
- Most Alternatives to Cedar are Not ASTM E84 Rated, but Fire Resistant Such As Metal, Masonry and Stone
- Most Affordable Option is Chain Link and Coated Aluminum Open Rail. Solid 6' Fence Panels More Expensive Alternative

City of Louisville

Staff Recommendation:

- Staff Recommends Approval
- Alternative Amendments for Consideration
  - Remove Class B Allowance for Fence Materials
  - Allow Class C Decking Material

City of Louisville

City of Louisville
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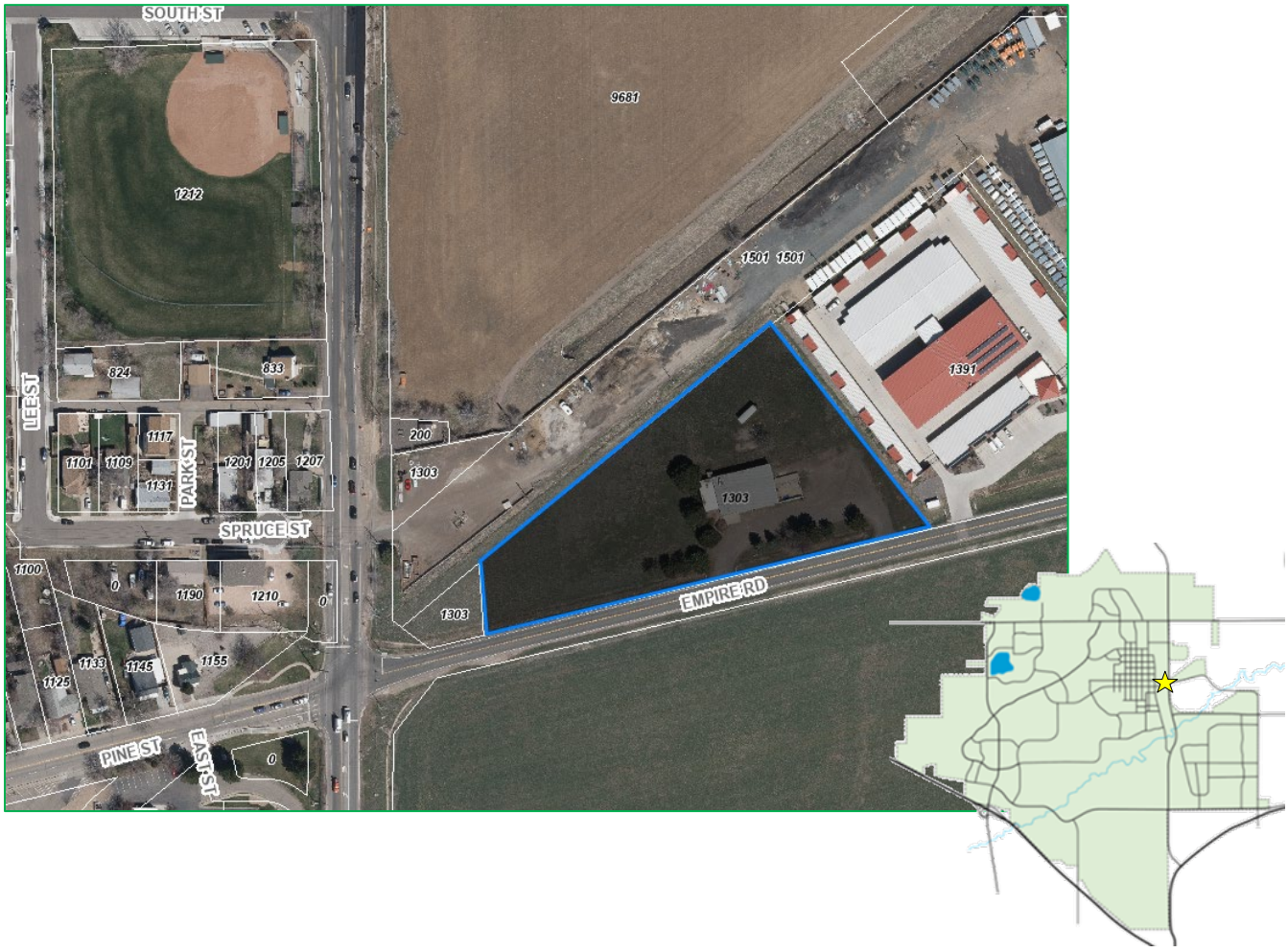
CITY COUNCIL COMMUNICATION
AGENDA ITEM 8D

SUBJECT: RESOLUTION 13, SERIES 2025 – A RESOLUTION APPROVING A ONE-YEAR TEMPORARY USE PERMIT AS A PRECURSOR TO A PERMANENT USE TO ALLOW A TASTING ROOM FOR IRONTON DISTILLERY LOCATED AT 1303 EMPIRE ROAD

DATE: MARCH 4, 2025

PRESENTED BY: ROB ZUCCARO, AICP, COMMUNITY DEVELOPMENT DIRECTOR

VICINITY MAP:

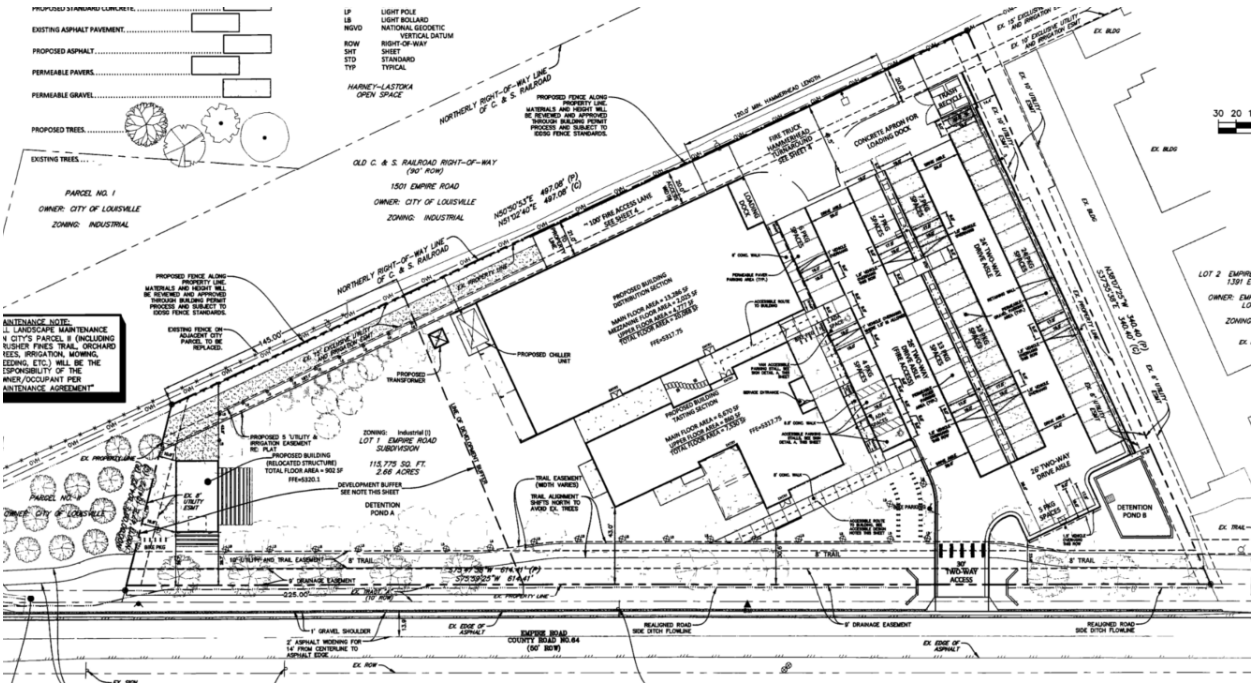


SUMMARY:
The applicant, Basecamp Louisville LLC, requests approval to operate a tasting room for Ironton Distillery as a temporary use for up to one year while they complete the development of a permanent distillery and tasting room.

BACKGROUND:
Louisville Municipal Code (LMC) Sec. 17.16.180.5. provides that a Temporary Use Permit may be approved as a "precursor to a permanent use." This is defined as: "A temporary facility for conducting business or commercial enterprises which will be replaced upon the development and construction of a permanent use of the same nature in the same location." LMC Chapter 17.60 outlines the procedure for Temporary Use Permits. The procedures allow "precursor to a permanent use" permits for up to one year following a recommendation by the Planning Commission and approval by City Council through the public hearing process.

The City Council approved the Ironton Distillery Planned Unit Development (PUD) and Special Review Use (SRU) on March 5, 2024. The plans include demolition of the existing building and construction of a 20,088 sq. ft. distillery and distribution building, 7,530 sq. ft. tasting room, an outdoor event and eating and drinking area, and relocation and rehabilitation of a 902 sq. ft. historic building (aka Joe's Metal Shop).

Figure 1: Ironton Distillery PUD and SRU Site Plan



PROPOSAL:

The proposed temporary use permit would allow a temporary tasting room within an 1,599 sq. ft. portion of the existing warehouse space, which would be split between office and tasting room uses. The tasting room would serve drinks and food inside the building and there would be an area outside the building designated for a food truck. Drinking liquor outside in the food truck area would not be allowed through liquor licensing restrictions. The applicant would provide a temporary portable accessible toilet outside the buildings to supplement the existing restrooms inside the building that are not accessible. There is also existing lighting installed and the entryways to the building for safety.

There are two driveway access points from Empire Road, an existing gravel parking lot south of the building, and delivery access east of the building. The applicant proposes expanding the existing gravel parking lot to accommodate a larger drive aisle. The gravel lot would accommodate approximately 10 parking spaces. There is no current direct pedestrian access to the property. However, the approved Ironton Distiller PUD and SRU would include a trail access and improved crosswalk crossing of Highway 42 connecting the site to Downtown.

Figure 2: Ironton Distillery Temporary Use Permit Site Plan

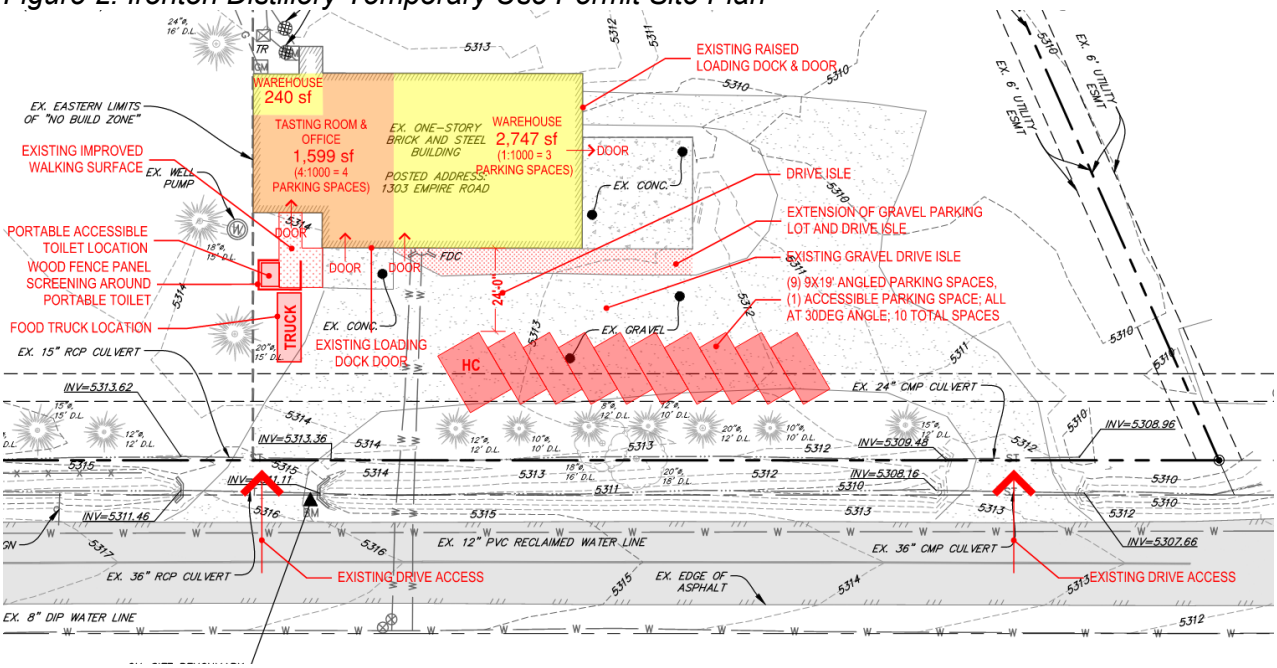
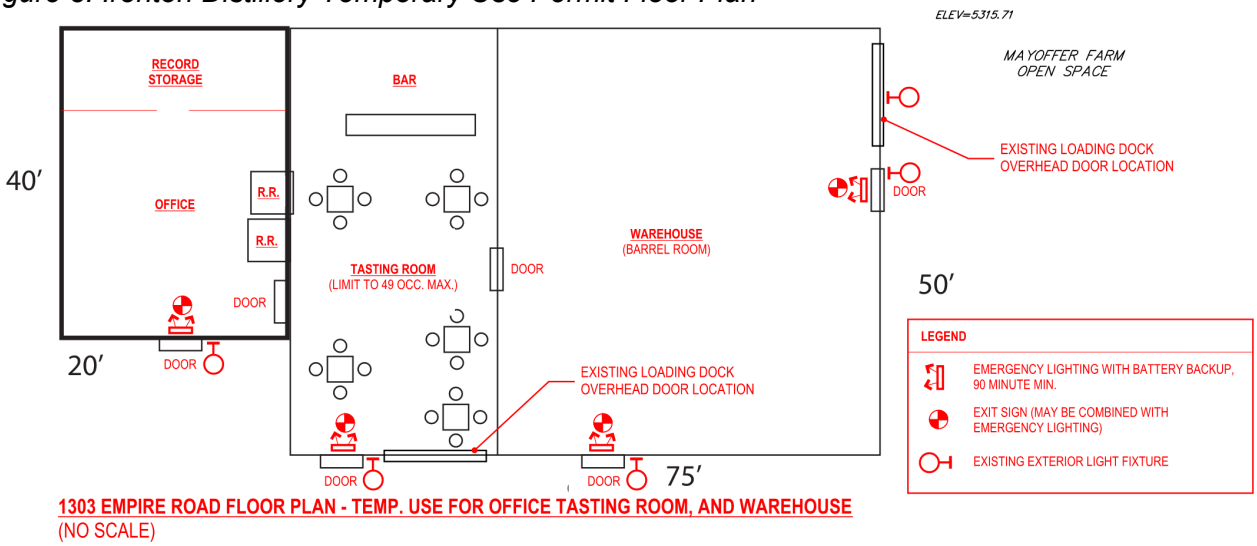


Figure 3: Ironton Distillery Temporary Use Permit Floor Plan



1303 EMPIRE ROAD FLOOR PLAN - TEMP. USE FOR OFFICE TASTING ROOM, AND WAREHOUSE
(NO SCALE)

ANALYSIS:
The proposed use is consistent with the permanent use of the property approved by the Ironton Distillery PUD and SRU. A "precursor" temporary use permit may be allowed for a "temporary facility for conducting business or commercial enterprises which will be replaced upon the development and construction of a permanent use of the same nature in the same location." The applicant intends to start construction of the permanent facilities later in 2025, which will replace the temporary facilities once complete.

LMC Sec. 17.60.110.D. requires the following findings for a temporary sue permit.

1. Be compatible with the surrounding uses and community facilities.
Surrounding uses
The surrounding uses are the City's RV dump station and open space to the north, a private storage facility to the east, preserved open space to the south, and Highway 42 and the Pine Street gateway to Downtown to the west. The proposed temporary use would be replaced by a similar permanent use following implementation of the Ironton Distillery PUD and will active the site near the Downtown commercial district. **Staff recommended finding: Complies**

2. Not be detrimental to or constitute a danger to the health, safety, and welfare of the citizens of the city.
The proposed use can be fully accommodated in the existing building with some building upgrades that will require a building permit from the City. The temporary use is consistent with the proposed permanent use, and thus, would not impact the health, safety, and welfare of residents. **Staff recommended finding: Complies**

3. Conform in all other aspects to the applicable zoning regulations and standards, except as specifically modified for the temporary use during the time it is permitted.
Under the City's parking code, warehouse areas are required to have one space per 1,000 sq. ft., office spaces are required to have one space per 300 sq. ft. and eating and drinking establishments one space per three seats.
The proposed on-site parking space accommodates 10 parking spaces, which is below the baseline zoning standard that would require approximately 15 spaces depending on the number of seats provided in the tasting room. However, there is an agreement for overflow parking on the "Old City Shops" property to the east of the Ironton property, which is connected by an existing trail. While the proposal does not meet the minimum zoning standards for parking, with overflow parking available on the "Old City Shops" property, staff recommends approval of a modification to the minimum parking standards through the Temporary Use Permit. Staff does not find any other significant areas of zoning that would be in non-conformance with the temporary use. **Staff recommended finding: Complies with Modification.**

4. Leave the site, following the temporary use, in a state which is capable of being restored to a satisfactory condition.
The temporary use will be replaced with the permanent development plans approved through the Ironton Distillery PUD and SRU, and thus, there will not be a need for restoration of any portion of the property following the temporary use.
Staff recommended finding: Complies

PLANNING COMMISSION REVIEW:
The Planning Commission reviewed the request at a special meeting on February 27, 2025 and voted unanimously to adopt Planning Commission Resolution 2, Series 2025 recommend approval of the request to City Council.

FISCAL IMPACT:
No fiscal impact is anticipated from the changes to the code.

STAFF RECOMMENDATION:
Staff recommends approval of Resolution 13, Series 2025 recommending approval of a one-year Temporary Use Permit as a Precursor to a Permanent Use to allow a temporary tasting room for Ironton Distillery.

ATTACHMENTS:
1. Resolution No. 13, Series 2025
2. Temporary Use Permit Application
3. Temporary Use Permit Site Plan
4. Ironton Distillery PUD and SRU
5. Planning Commission Resolution 2, Series 2025

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**

6.

RESOLUTION NO. 13
SERIES 2025

A RESOLUTION APPROVING A ONE-YEAR TEMPORARY USE PERMIT AS A PRECURSOR TO A PERMANENT USE TO ALLOW A TASTING ROOM FOR IRONTON DISTILLERY LOCATED AT 1303 EMPIRE ROAD

WHEREAS, there has been submitted to the City of Louisville a request for a one-year Temporary Use Permit to operate a tasting room as a precursor to a permanent use for the Ironton Distiller, located 1303 Empire Road; and

WHEREAS, the City Council approved the approved the Ironton Distillery Planned Unit Development and Special Review Use on March 5, 2024; and

WHEREAS, Louisville Municipal Code Sec. 17.18.180 and Chapter 17.60 allows City Council to approve a temporary use permit as a precursor to a permanent use for up to one year following recommendation by the Planning Commission; and

WHEREAS, the City Council approved Ironton Distillery Planned Unit Development and Special Review Use on March 5, 2024; and

WHEREAS, City staff has reviewed the information submitted and found that the application complies with the Louisville Municipal Code; and

WHEREAS, the Planning Commission has considered the application at a duly noticed public hearing on February 27, 2025 where evidence and testimony where entered into the record and recommend approval.

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Louisville, Colorado does hereby approve of a one-year temporary use permit as a precursor to a permanent use to allow a tasting room for Ironton Distillery located at 1303 Empire Road

PASSED AND ADOPTED this 4th day of March, 2025.

By: _____
Christopher M. Leh, Mayor

Attest: _____
Genny Kline, Interim City Clerk

City of Louisville
COLORADO • SINCE 1878

Community Development Department

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

Development Review Application Form

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

Property Information

Common Address(es): 1303 Empire Road
Legal Description:
Lot 1 Block _____ Subdivision Empire Road Subdivision
Lot Area: _____ Sq. Ft. or 2.66 Acres

LAND USE PROCESS (check all that apply)

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

PROJECT DESCRIPTION:

Distillery Pub tasting room located within an existing warehouse building at 1303 Empire Road. Service will be indoor to include a public space to serve cocktails, private tastings of product, product sales and a limited food service prepared in the company owned food trailer. Morning hours may be added to include the service of coffee and pre-prepared breakfast food. Personnel will be employees of Ironton Distillery. Occupancy will be limited to 49 people.

Property Owner Information

Name: LancePeterson Entity (if applicable) Basecamp Louisville LLC
Address: 3636 Chestnut PL, Denver, CO 80216
Phone: 303 619-1302 Email: Lance@irontondistillery.com

Application Representative Information

Name: Andy Johnson Entity (if applicable) DAJ Design
Address: 922 Main St, Unit A, Louisville, CO 80027
Phone: 303 527-1100 Email: andy@dajdesign.com

Certification/Signature

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

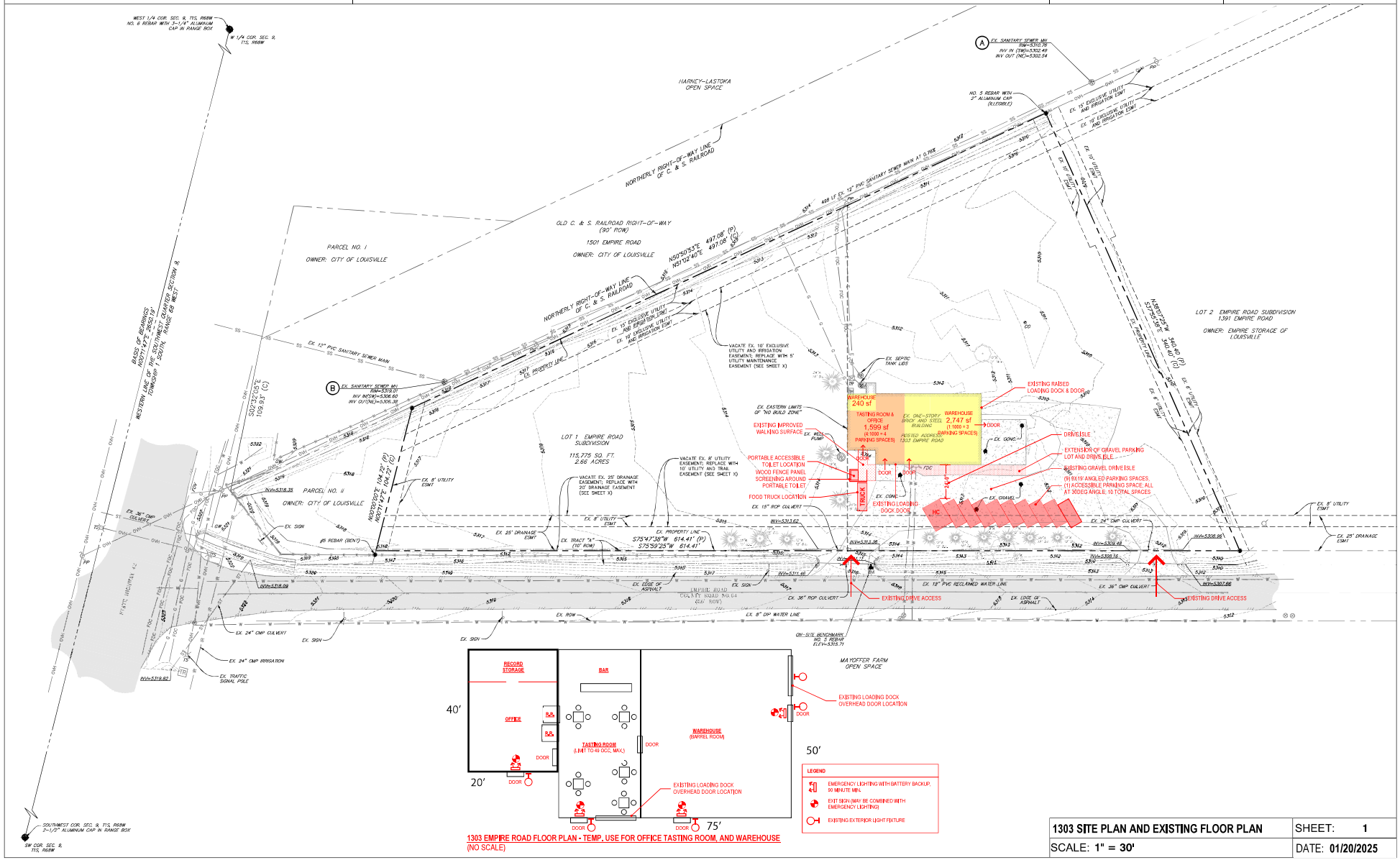
Signature Lance Peterson Print Name 1-22-2025 Date

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

IRONTON DISTILLERY

1303 EMPIRE ROAD LOUISVILLE, CO 80027

DAJDESIGN
922A MAIN STREET
LOUISVILLE, CO 80027
P. 303.527.1100
INFO@DAJDESIGN.COM



1303 EMPIRE ROAD FLOOR PLAN - TEMP. USE FOR OFFICE TASTING ROOM, AND WAREHOUSE
(NO SCALE)

1303 SITE PLAN AND EXISTING FLOOR PLAN	SHEET: **1**
SCALE: **1" = 30'**	DATE: **01/20/2025**

04057062 08/14/2024 03:29 PM
RF: $153.00 Page 1 of 15
Electronically recorded in Boulder County Colorado. Recorded as received.

IRONTON DISTILLERY PLANNED UNIT DEVELOPMENT AND SPECIAL REVIEW USE
LOT 1 EMPIRE ROAD SUBDIVISION
LOCATED IN THE SW ¼ OF SEC. 9, T 1S, R 69W, OF THE 6 TH P.M.
CITY OF LOUISVILLE, COUNTY OF BOULDER, STATE OF COLORADO

OWNERSHIP SIGNATURE BLOCK:

THE UNDERSIGNED AS THE OWNER OF THE LANDS DESCRIBED HEREIN, HEREBY AGREES ON BEHALF OF ITSELF, AND ITS HEIRS, SUCCESSORS AND ASSIGNS TO DEVELOP AND MAINTAIN THE PROPERTY DESCRIBED HEREON IN ACCORDANCE AND COMPLIANCE WITH THIS APPROVED PLAN AND THE LOUISVILLE MUNICIPAL CODE.

(NAME) Lance Peterson

WITNESS MY/OUR HAND(S) AND SEAL(S) THIS 5th DAY OF August, 20 24

BY: Genevieve m Kline

GENEVIEVE M KLINE
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20074026395
MY COMMISSION EXPIRES JULY 09, 2027

Genevieve m Kline SEAL:
NOTARY SIGNATURE

MY COMMISSION EXPIRES July 9, 2027

CITY COUNCIL CERTIFICATE:

APPROVED THIS 5th DAY OF March, 20 24

BY THE CITY COUNCIL OF THE CITY OF LOUISVILLE, COLORADO.

BY Christopher M. Leh
MAYOR

CITY OF LOUISVILLE SEAL COLORADO

BY
CITY CLERK

ORDINANCE FROM RESOLUTION NO. 11, SERIES 2024

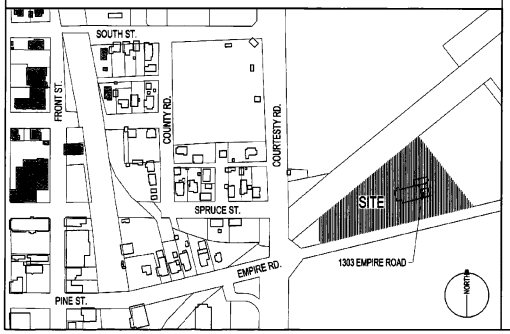
PLANNING COMMISSION CERTIFICATE:

RECOMMENDED APPROVAL THIS 14th DAY OF December, 20 23

BY THE PLANNING COMMISSION OF THE CITY OF LOUISVILLE, COLORADO.

RESOLUTION NO. 19 SERIES 2023.

VICINITY MAP



PROJECT DESCRIPTION:

THIS PLANNED UNIT DEVELOPMENT AND SPECIAL REVIEW USE ACCOMMODATES A DISTILLERY, TASTING ROOM, AND INDOOR AND OUTDOOR EVENT SPACE IN AN INDUSTRIAL ZONE DISTRICT AND INCLUDES THE RELOCATION OF A HISTORIC LOUISVILLE STRUCTURE.

GENERAL NOTES:

THE CITY OF LOUISVILLE IS NOT RESPONSIBLE FOR DAMAGE TO OR REPAIR OF MONUMENT SIGNS, PAVEMENT SURFACES, OR LANDSCAPING CAUSED DURING REPAIR OR MAINTENANCE OF UTILITIES LOCATED WITHIN PUBLIC UTILITY EASEMENTS.

PROPERTY OWNER SHALL MAINTAIN ADJACENT CITY PARCEL NO. II.

OUTDOOR EVENT SPACE USE IS ALLOWED CONTINGENT ON PARKING SPACES PROVIDED THROUGH SHARED PARKING AGREEMENT AND THAT SHOULD SUCH PARKING SPACES BE UNAVAILABLE FOR USE BY OWNER, OWNERS SHALL BE REQUIRED TO SECURE SUBSTITUTE PARKING SPACES TO CONTINUE OUTDOOR EVENT SPACE USE OR CEASE OPERATION OF THE OUTDOOR SPACE UNTIL FURTHER AGREEMENT WITH THE CITY IS REACHED. REC._____

NO SIGNAGE IS APPROVED THROUGH THE PUD PROCESS; ALL SIGNAGE IS SUBJECT TO LOUISVILLE SIGN CODE AND REVIEWED THROUGH BUILDING PERMIT.

PROPERTY HISTORY LIST:

1. ANNEXATION AGREEMENT, OCTOBER 6TH 1986
2. SUBDIVISION AGREEMENT, SEPTEMBER 6TH 2005

PROPERTY AGREEMENT LIST:

1. SUBDIVISION AGREEMENT, RECORDATION NO. _____
2. MAINTENANCE AGREEMENT FOR MAINTENANCE ON LOT 2, EMPIRE ROAD SUBDIVISION AND CITY PARCEL WEST OF SUBJECT PROPERTY, RECORDATION NO. _____
3. SHARED PARKING AGREEMENT TO ALLOW PARKING ON CITY PROPERTY, RECORDATION NO. _____
4. ANNEXATION AGREEMENT AMENDMENT TO ALTER NO-BUILDING ZONE, RECORDATION NO. _____

WAIVER REQUESTS:

1. IDDSG 12.A, ADJUST REAR YARD SETBACK FROM 25' TO 20' TO MATCH 20' IRRIGATION EASEMENT.
2. IDDSG 12.A, ADJUST WEST SIDE YARD INTERIOR SETBACK FROM 25' TO 10' TO ACCOMMODATE THE HISTORIC BUILDING.
3. IDDSG 22.1.R, SURFACE PARKING LOTS, ELIMINATE STANDARD FOR LANDSCAPED ISLANDS AT END OF PARKING ROWS
4. IDDSG 5.4.C, BUILDING SITE LANDSCAPING; ELIMINATE STANDARD FOR LOADING DOCK SCREENING
5. IDDSG 5.4.D, BUILDING SITE LANDSCAPING; ELIMINATE STANDARD FOR 10' PLANTING ADJACENT TO A MIN. OF 50% OF BUILDING
6. SIGN CODE 4.8 MURALS; ALLOW USE OF COMMERCIAL STANDARD FOR MURAL AND ELIMINATE STANDARD 4.8.3 TO ALLOW MURALS ACROSS THE SOUTH, NORTH, AND WEST ELEVATIONS TO BE REVIEWED AND APPROVED THROUGH BUILDING PERMIT PROCESS.

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P: 303.527.1100
INFO@DAJDESIGN.COM

PROJECT TEAM

OWNER INFO:	BASECAMP LOUISVILLE LLC DBA: IRONTON DISTILLERY ATTN: LANCE PETERSON 303.619.1302
ARCHITECT:	DAJ DESIGN 227 MAIN ST., SUITE A LOUISVILLE, CO 80027 ATTN: ANDY JOHNSON 303.249.1624
CIVIL ENGINEER:	THE SANITAS GROUP 901 FRONT ST., SUITE. 350 LOUISVILLE, CO 80027 ATTN: LESLIE EWY 303.981.9238
ELECTRICAL ENGINEER:	JCAA CONSULTING ENGINEERS 4100 WADSWORTH BLVD. WHEATRIDGE, CO 80033 ATTN: JOSEPH GAUMOND 303.985.3260

SHEET INDEX

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15	OF	16	BUILDING ELEVATIONS
16	OF	16	BUILDING ELEVATIONS

SITE DATA TABLE

ZONING:	INDUSTRIAL	
APPROVED CODES:	LOUISVILLE MUNICIPAL CODE INDUSTRIAL DEVELOPMENT DESIGN STANDARDS & GUIDELINES	
TOTAL SITE AREA:		115,775 SF
	ALLOWED	PROPOSED
BUILDING COVERAGE:	57,887.5 SF (50%)	22,337 SF (19.3%)
HARDSCAPE AREA:	NA	48,627 SF (42%)
SUBTOTAL:	86,831 SF (75%)	70,964 SF (61.3%)
LANDSCAPE AREA:	28,994 SF (25%)	44,881 SF (38.7%)
BUILDING HEIGHT		
HIGHEST GRADE:	NA	5,317.75'
LOWEST GRADE:	NA	5,313.75'
AVERAGE GRADE:	NA	5,315.75'
MAX BLDG. HT.:	40'-0"	32'-6"
TOP OF MECH. SCREEN	50'-0"	36'-0"
BUILDING SETBACKS		
NORTH:	25'-0"	20'-0"
WEST:	10'-0"	10'-0"
SOUTH:	30'-0"	30'-0"
EAST:	10'-0"	146'-6"
SIGNAGE		
FACADE	ALLOWED	PROPOSED
SOUTH	55 SF	204 SF
WEST	41 SF	164 SF

AREA & PARKING CALCULATIONS (PER LMC 17.20, OFF-STREET PARKING AND LOADING)

USE	LOCATION	GROSS SF	PARKING RATIO	PARKING PER USE	TOTAL PARKING REQ.
MANUFACTURING	MAIN LEVEL	7,426.6 SF	2:3 EMPLOYEES	6	82
	UPPER LEVEL	1,865.5 SF			
RESTAURANT	MAIN LEVEL	2,099.9 SF	1:3 SEATS	33	
	PATIO	860.5 SF	EXCLUDED		
EVENT SPACE	MAIN LEVEL	2,040.9 SF	15:1000	30.6	
	UPPER LEVEL	814.4 SF	15:1000	12.2	
	ROOF TOP DECK	817.0 SF	EXCLUDED		
WAREHOUSE	MAIN LEVEL	5,407.7 SF	EXCLUDED		
	UPPER LEVEL	4,048.8 SF			
KITCHEN / BAR	MAIN LEVEL	1,786.9 SF	EXCLUDED		
	UPPER LEVEL	177.1 SF			
COMMON	MAIN LEVEL	1,479.9 SF	EXCLUDED		
	UPPER LEVEL	814.4 SF			
COVERED WALKWAY / ENTRY	MAIN LEVEL	661.0 SF	EXCLUDED		
COVERED SOUTH ENTRY	MAIN LEVEL	209.1 SF	EXCLUDED		
WEST BLDG. OVERHANG	MAIN LEVEL	824.6 SF	EXCLUDED		
LOADING DOCK	MAIN LEVEL	276.5 SF	EXCLUDED		
EAST COVERED UTILITY	MAIN LEVEL	125.4 SF	EXCLUDED		

PARKING PROVIDED			82 TOTAL
EV READY			6 (7%)
EV INSTALL			9 (10%)
EV CAPABLE			13 (15%)
ADA STANDARD			4 51
BIKE PARKING REQUIRED			9 (1 PER 10 AUTO)
BIKE PARKING PROVIDED			30 (2 BIKE PARKING LOCATIONS)

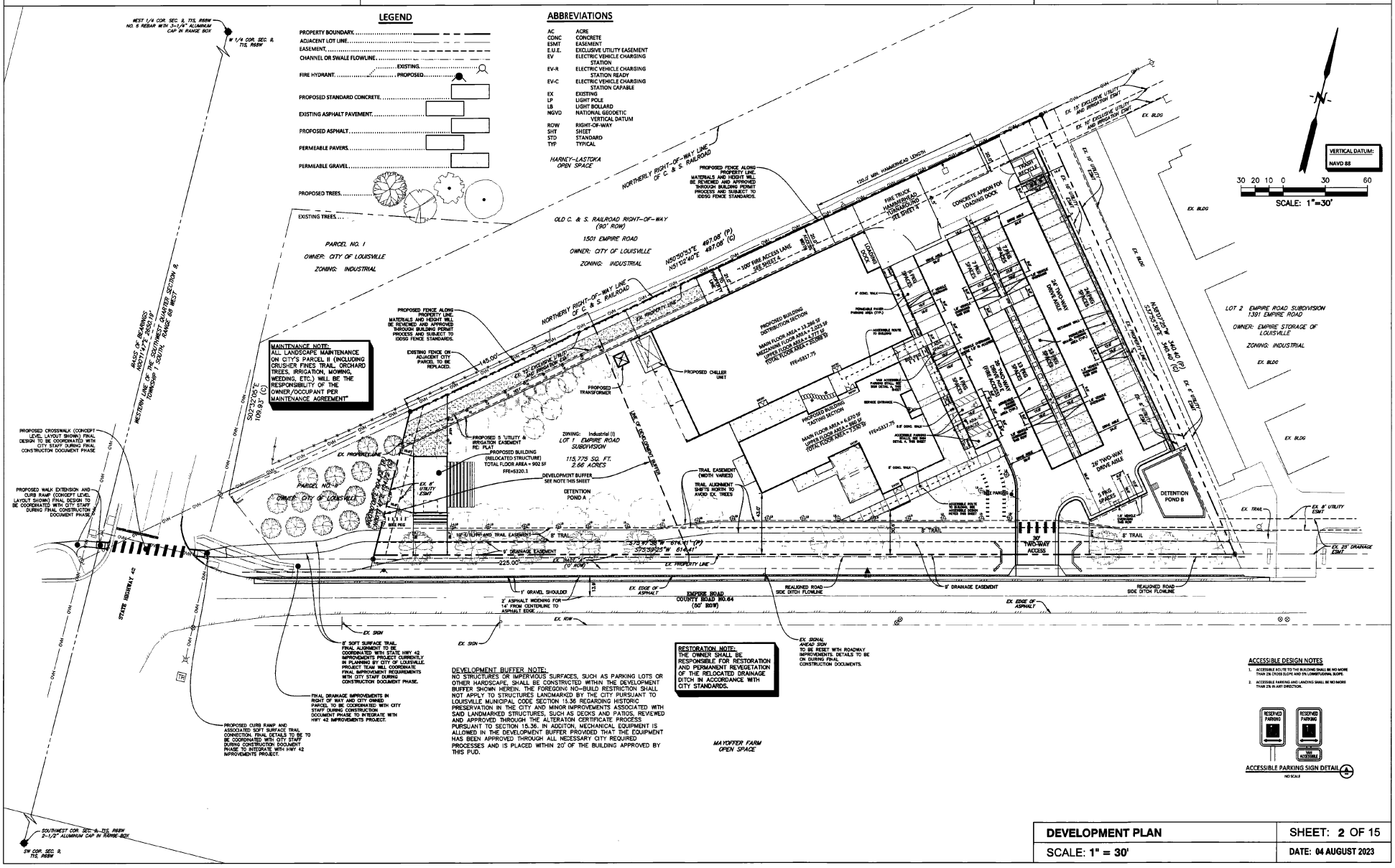
TOTAL AREAS	MAIN LEVEL	18,142.0 SF	MAIN LEVEL BUILDING ONLY
	UPPER LEVEL	7,740.3 SF	UPPER LEVEL BUILDING & ROOF TOP DECK
	BUILDING TOTAL	25,882.3 SF	MAIN LEVEL, UPPER LEVEL, & ROOF TOP DECK
	BUILDING FOOTPRINT	20,238.5 SF	MAIN LEVEL, UPPER LEVEL, ROOFTOP DECK, & COVERED OUTDOOR SPACES
	HISTORIC BUILDING	960 SF	HISTORIC BUILDING MOVED TO PROPERTY BY SEPARATE INSTRUMENT; NOT INCLUDED IN ABOVE TOTAL AREA CALCULATIONS

SHEET NAME:	SHEET 1 OF 15
COVER SHEET	AUGUST 4, 2023

IRONTON DISTILLERY PLANNED UNIT DEVELOPMENT
LOT 1 EMPIRE ROAD SUBDIVISION
LOCATED IN THE SW ¼ OF SEC. 9, T 1S, R 69W, OF THE 6 TH P.M.
CITY OF LOUISVILLE, COUNTY OF BOULDER, STATE OF COLORADO

The Sanitas Group
901 FRONT ST, SUITE 350
LOUISVILLE, CO 80027
303.981.9235

DAJDESIGN
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P 303.527.1100
INFO@DAJDESIGN.COM

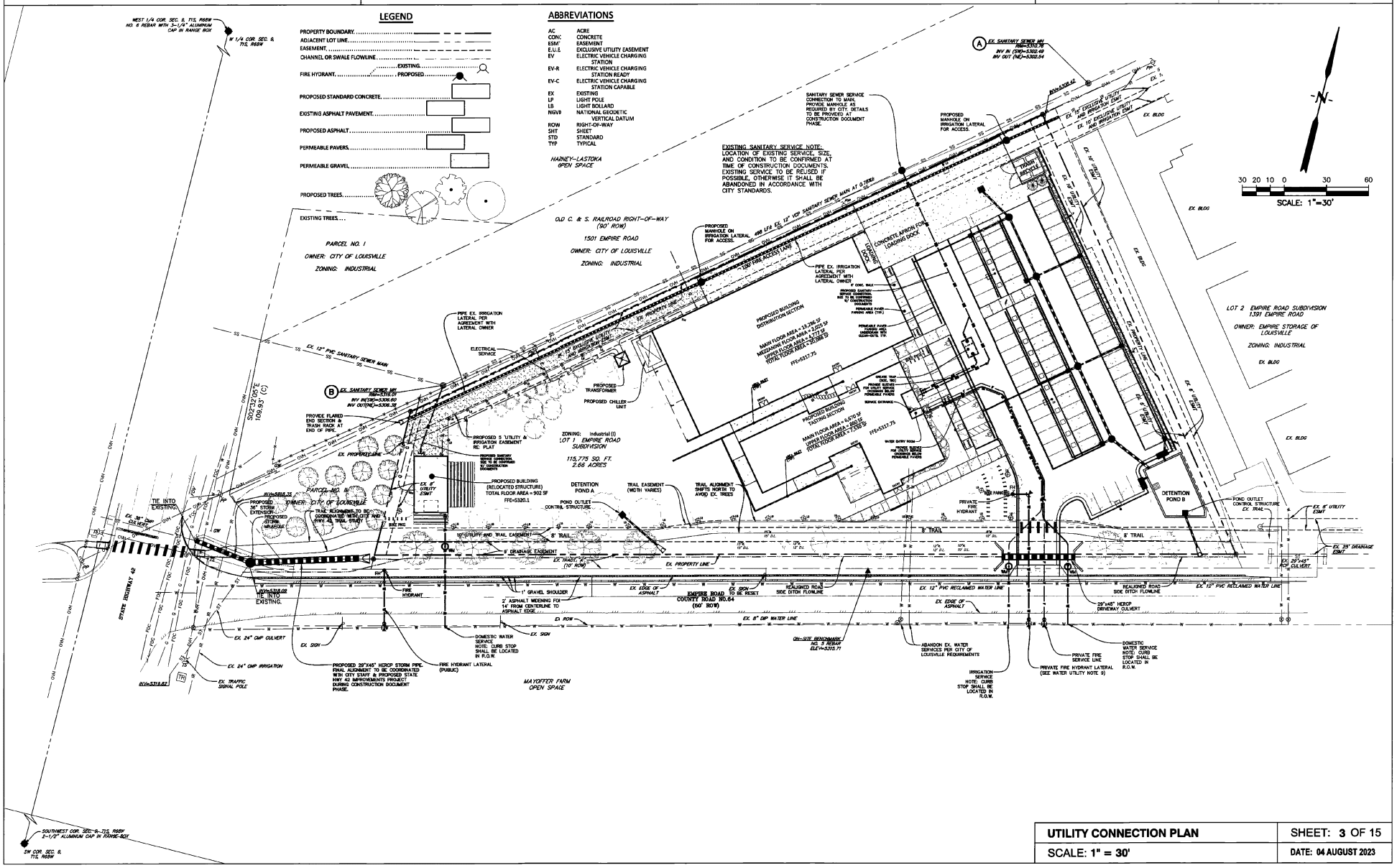


DEVELOPMENT PLAN	SHEET: 2 OF 15
SCALE: 1" = 30'	DATE: 04 AUGUST 2023

IRONTON DISTILLERY PLANNED UNIT DEVELOPMENT
LOT 1 EMPIRE ROAD SUBDIVISION
LOCATED IN THE SW ¼ OF SEC. 9, T 1S, R 69W, OF THE 6 TH P.M.
CITY 0F LOUISVILLE, COUNTY OF BOULDER, STATE OF COLORADO

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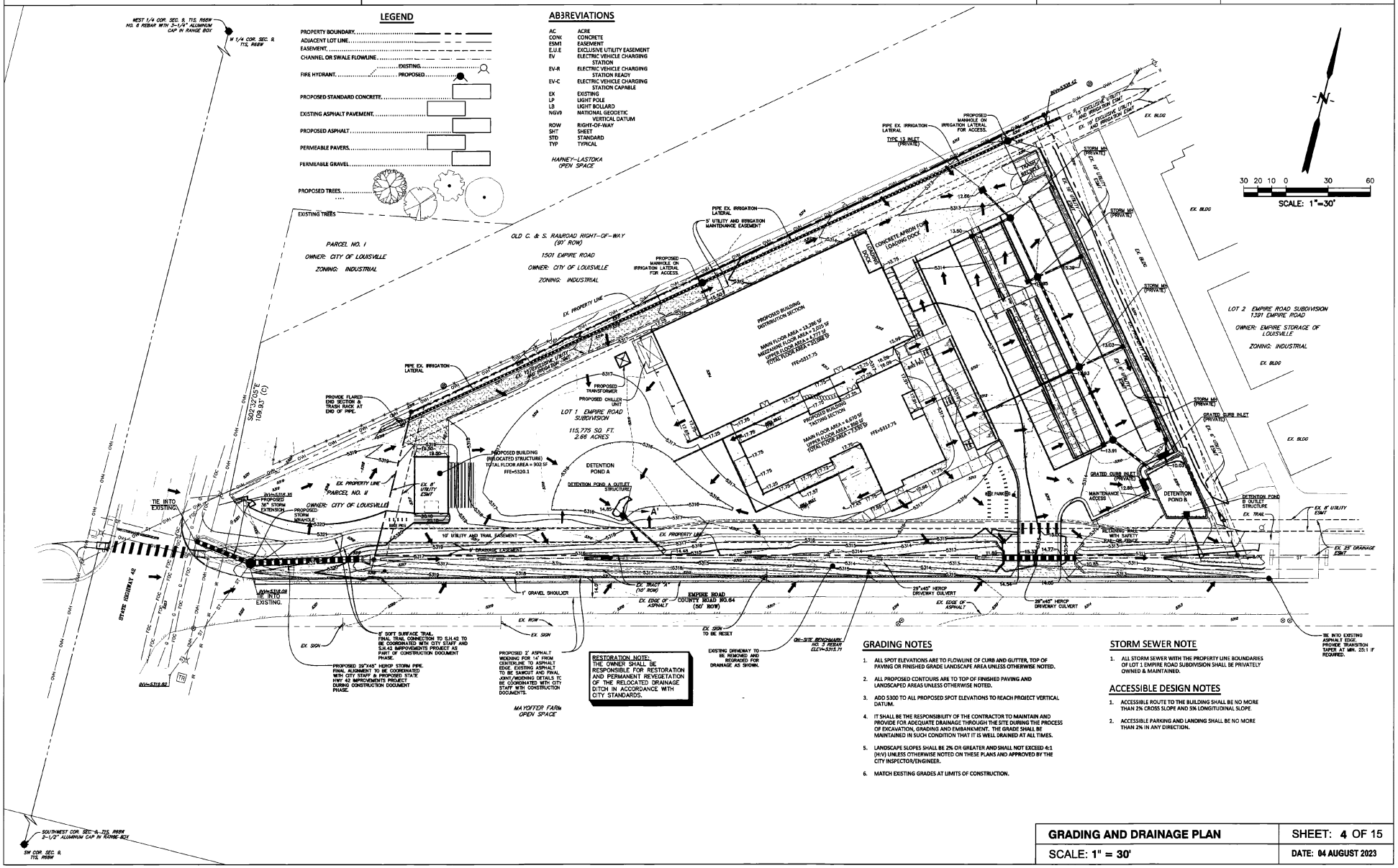


UTILITY CONNECTION PLAN	SHEET: 3 OF 15
SCALE: 1" = 30'	DATE: 04 AUGUST 2023

IRONTON DISTILLERY PLANNED UNIT DEVELOPMENT
LOT 1 EMPIRE ROAD SUBDIVISION
LOCATED IN THE SW ¼ OF SEC. 9, T 1S, R 69W, OF THE 6 TH P.M.
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GRADING NOTES
1. ALL SPOT ELEVATIONS ARE TO FLOWLINE OF CURB AND GUTTER, TOP OF PAVING OR FINISHED GRADE LANDSCAPE AREA UNLESS OTHERWISE NOTED.
2. ALL PROPOSED CONTOURS ARE TO TOP OF FINISHED PAVING AND LANDSCAPED AREAS UNLESS OTHERWISE NOTED.
3. ADD 5300 TO ALL PROPOSED SPOT ELEVATIONS TO REACH PROJECT VERTICAL DATUM.
4. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO MAINTAIN AND PROVIDE FOR ADEQUATE DRAINAGE THROUGH THE SITE DURING THE PROCESS OF EXCAVATION, GRADING AND EMBANKMENT. THE GRADE SHALL BE MAINTAINED IN SUCH CONDITION THAT IT IS WELL DRAINED AT ALL TIMES.
5. LANDSCAPE SLOPES SHALL BE 2% OR GREATER AND SHALL NOT EXCEED 4:1 (H:V) UNLESS OTHERWISE NOTED ON THESE PLANS AND APPROVED BY THE CITY INSPECTOR/ENGINEER.
6. MATCH EXISTING GRADES AT LIMITS OF CONSTRUCTION.

STORM SEWER NOTE
1. ALL STORM SEWER WITH THE PROPERTY LINE BOUNDARIES OF LOT 1 EMPIRE ROAD SUBDIVISION SHALL BE PRIVATELY OWNED & MAINTAINED.

ACCESSIBLE DESIGN NOTES
1. ACCESSIBLE ROUTE TO THE BUILDING SHALL BE NO MORE THAN 2% CROSS SLOPE AND 5% LONGITUDINAL SLOPE
2. ACCESSIBLE PARKING AND LANDING SHALL BE NO MORE THAN 2% IN ANY DIRECTION.

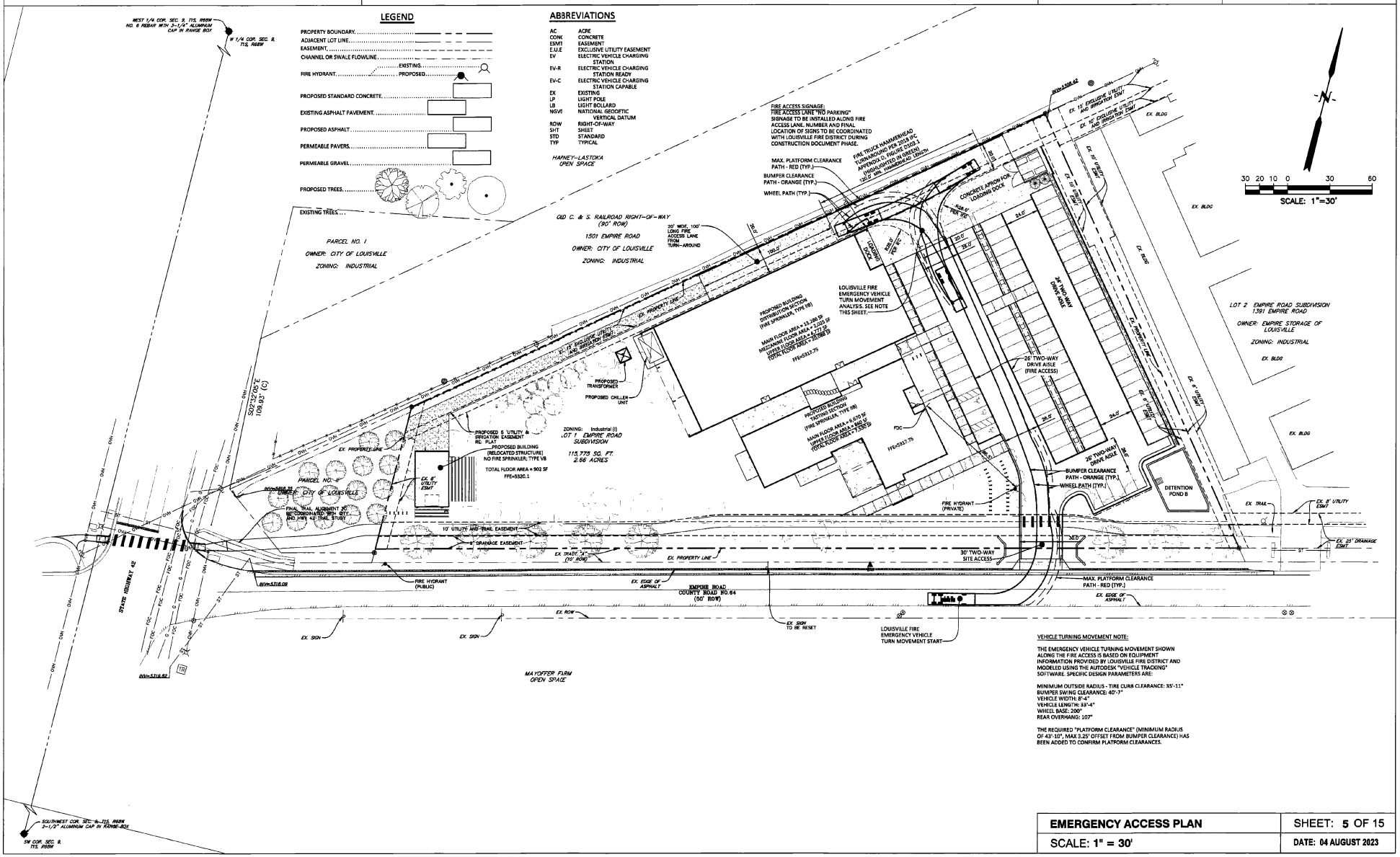
RESTORATION NOTE:
THE OWNER SHALL BE RESPONSIBLE FOR RESTORATION AND PERMANENT REVEGETATION OF THE RELOCATED DRAINAGE DITCH IN ACCORDANCE WITH CITY STANDARDS.

GRADING AND DRAINAGE PLAN	SHEET: 4 OF 15
SCALE: 1" = 30'	DATE: 04 AUGUST 2023

IRONTON DISTILLERY PLANNED UNIT DEVELOPMENT
LOT 1 EMPIRE ROAD SUBDIVISION
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CITY OF LOUISVILLE, COUNTY OF BOULDER, STATE OF COLORADO

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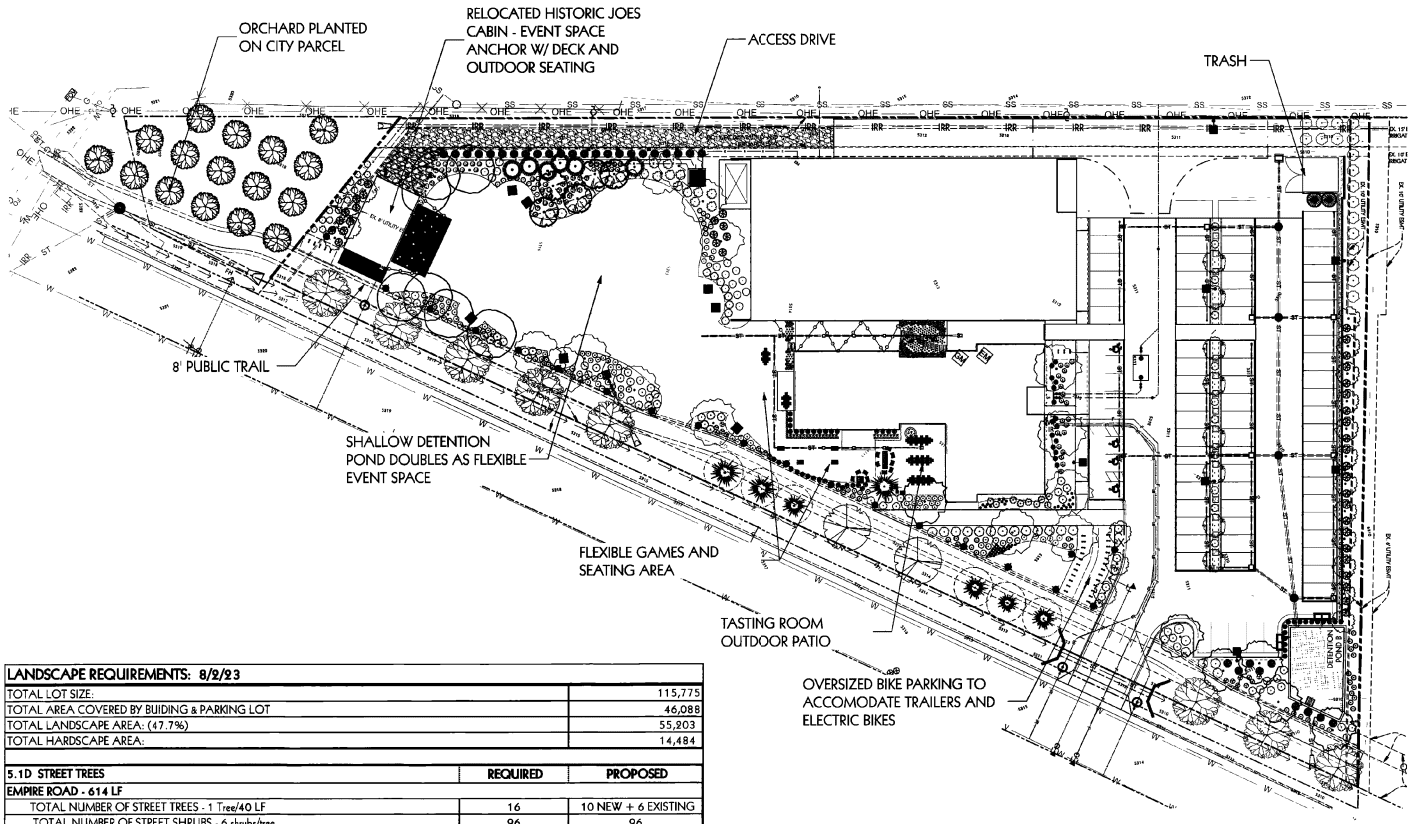
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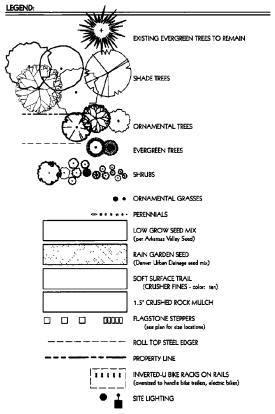


EMERGENCY ACCESS PLAN	SHEET: 5 OF 15
SCALE: 1" = 30'	DATE: 04 AUGUST 2023

IRONTON DISTILLERY PLANNED UNIT DEVELOPMENT
LOT 1 EMPIRE ROAD SUBDIVISION
LOCATED IN THE SW ¼ OF SEC. 9, T 1S, R 69W, OF THE 6 TH P.M.
CITY OF LOUISVILLE, COUNTY OF BOULDER, STATE OF COLORADO

outside LA
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LANDSCAPE REQUIREMENTS: 8/2/23		
TOTAL LOT SIZE:		115,775
TOTAL AREA COVERED BY BUILDING & PARKING LOT		46,088
TOTAL LANDSCAPE AREA: (47.7%)		55,203
TOTAL HARDSCAPE AREA:		14,484
5.1D STREET TREES	**REQUIRED**	**PROPOSED**
EMPIRE ROAD - 614 LF		
TOTAL NUMBER OF STREET TREES - 1 Tree/40 LF	16	10 NEW + 6 EXISTING
TOTAL NUMBER OF STREET SHRUBS - 6 shrubs/tree	96	96
5.2A PERIMETER BUFFER @ INTERNAL LOT LINES - 10' buffer, 1 tree/30 LF		
WEST PROPERTY LINE - ' 04 LF	4	4
PERIMETER SHRUBS		
EAST PROPERTY LINE - 340 LF	12	12
PERIMETER SHRUBS		
NORTH PROPERTY LINE - 498 LF	17	12*
PERIMETER SHRUBS		
5.3C PARKING LOT TREES - 1 tree/16 parking spaces		
83 SPACES	5	6
PARKING LOT ISLAND SHRUBS - 8 shrubs/island	no islands	N/A
5.4C SCREEN LOADING AREAS - 10' width		
25 LF - 1 tree/30 LF	1	0*

* Varience requested due to Irrigation Ditch and Access to City parcel

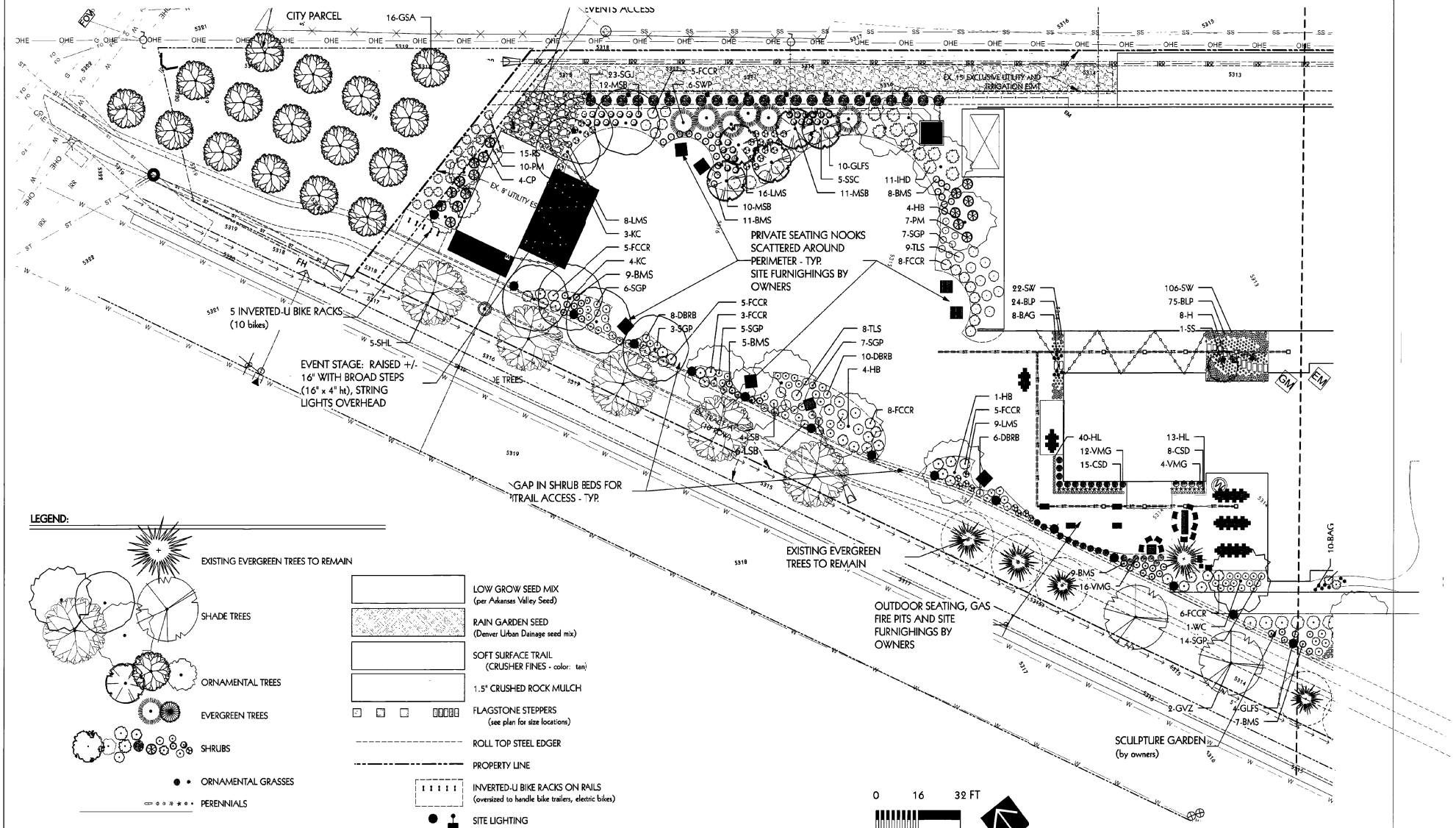
LANDSCAPE MASTER PLAN

0 30 60 FT
SCALE: 1"=30'-0"

SHEET NAME:	SHEET 6 OF 15
LANDSCAPE MASTER PLAN	AUGUST 4, 2023

IRONTON DISTILLERY PLANNED UNIT DEVELOPMENT
LOT 1 EMPIRE ROAD SUBDIVISION
LOCATED IN THE SW ¼ OF SEC. 9, T 1S, R 69W, OF THE 6 TH P.M.
CITY OF LOUISVILLE, COUNTY OF BOUNDER, STATE OF COLORADO

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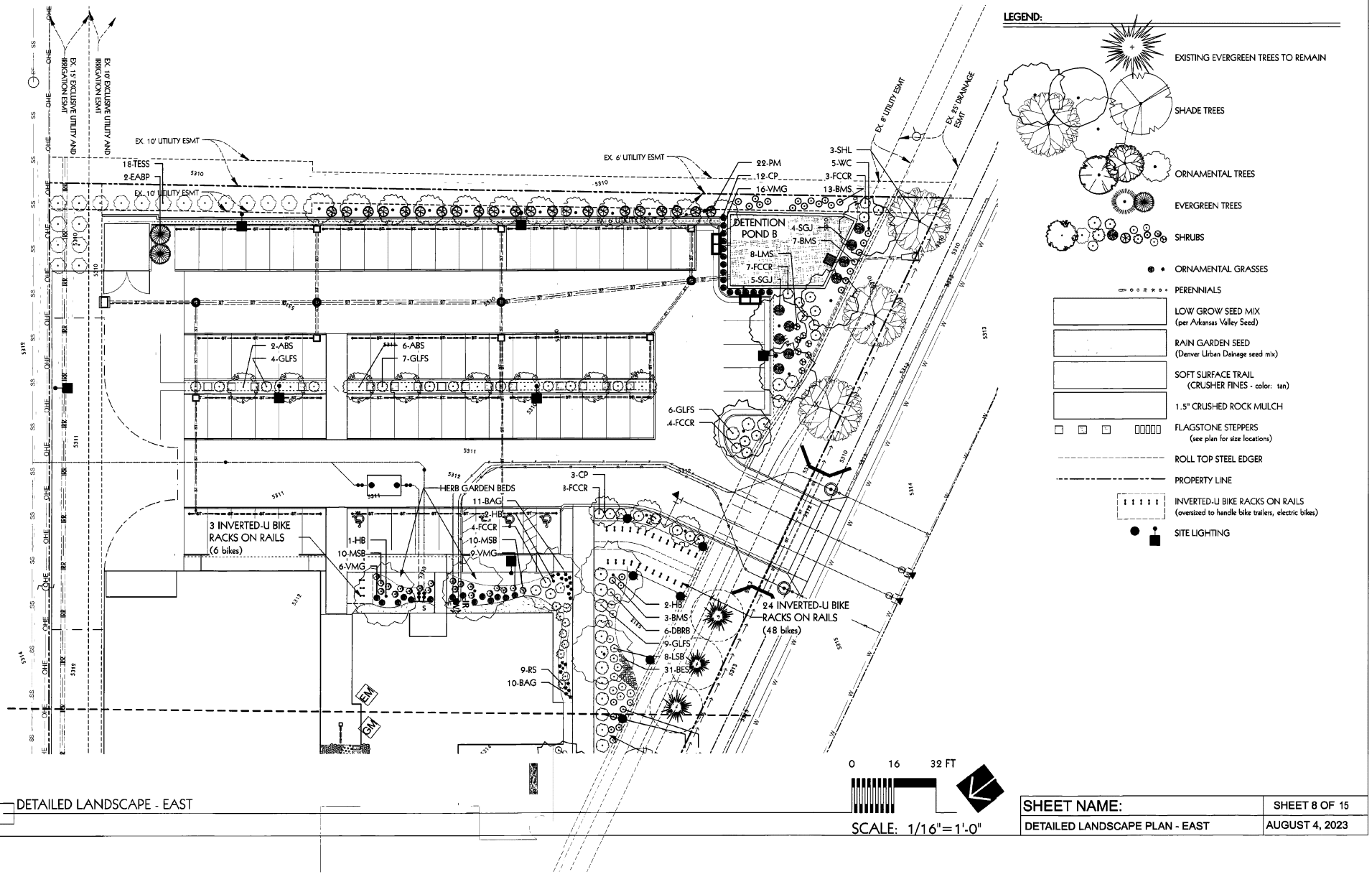


DETAILED LANDSCAPE - WEST

SHEET NAME:	SHEET 7 OF 15
DETAILED LANDSCAPE PLAN - WEST	AUGUST 4, 2023

IRONTON DISTILLERY PLANNED UNIT DEVELOPMENT
LOT 1 EMPIRE ROAD SUBDIVISION
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DETAILED LANDSCAPE - EAST

SCALE: 1/16"=1'-0"

SHEET NAME:	SHEET 8 OF 15
DETAILED LANDSCAPE PLAN - EAST	AUGUST 4, 2023

IRONTON DISTILLERY PLANNED UNIT DEVELOPMENT
LOT 1 EMPIRE ROAD SUBDIVISION
LOCATED IN THE SW ¼ OF SEC. 9, T 1S, R 69W, OF THE 6 TH P.M.
CITY OF LOUISVILLE, COUNTY OF BOULDER, STATE OF COLORADO

outside LA landscape architecture + urban design + planning
DAJDESIGN 622A MAIN STREET LOUISVILLE, CO 80027 P. 303.527.1100 INFO@DAJDESIGN.COM

PLANT SCHEDULE - 8/9/23

ABBREV.	SCIENTIFIC NAME	COMMON NAME	SIZE	QTY	MATURE HT.
CANOPY TREES:					
GVZ	Zelkova serrata 'Green Vase'	Green Vase Zelkova	2.5" cal.	2	50'
HB	Celtis occidentalis 'Chicagoland'	Chicagoland Western Hackberry	2.5" cal.	14	50'
KC	Gymnocladus dioicus	Kentucky Coffeetree	2.5" cal.	7	55'
SHL	Gleditsia triacanthos 'Shademaster'	Shademaster Honeylocust	2.5" cal.	8	45'
WC	Catalpa speciosa	Northern Catalpa	2.5" cal.	6	40'
			TOTAL	37	
EVERGREEN TREES:					
EABP	Pinus leucodermis 'Emerald Arrow'	Emerald Arrow Bosnian Pine	6' ht.	2	20'
SWP	Pinus strobiformis	Southwestern White Pine	6' ht.	6	45'
			TOTAL	8	
ORNAMENTAL TREES:					
CP	Pyrus calleryana 'Glen's Form'	Chanticleer Flowering Pear	2" cal.	19	25'
GSA	Malus x domestica 'Granny Smith'	Granny Smith Apple	2" cal.	16	15'
SSC	Malus x 'Spring Snow'	Spring Snow Crabapple	2" cal.	5	25'
			TOTAL	40	
SHRUBS:					
ABS	Amelanchier x grandiflora'Autumn Brilliance'	Autumn Brilliance Serviceberry	5 gallon	9	20'
AC	Ribes alpinum	Alpine Currant	5 gallon	9	4'
BMS	Caryopteris x clandonensis 'Dark Knight'	Dark Knight Spirea	5 gallon	72	4'
DBRB	Chrysothamnus nauseosus nauseosus	Dwarf Blue Rabbitbrush	5 gallon	30	3
FCCR	Rosa x 'Noala' P.P.# 14441	Flower Carpet® Coral Groundcover Rose	5 gallon	71	2'
GLFS	Rhus aromatica 'Gro-Low'	Gro-Low Fragrant Sumac	5 gallon	40	2'
IHD	Cornus alba 'Bailhalo'	Ivory Halo Dogwood	5 gallon	11	5'
LMS	Spiraea japonica Limemound	Limemound Spirea	5 gallon	41	2'
LSB	Cytisus x 'Lena' (Dallimorei hybrid)	Lena Scotch Broom	5 gallon	18	2'
MSB	Symphoricarpos x doorenbosii 'Marlene'	Marlene Snowberry	5 gallon	53	3'
NWR	Rosa x 'Nearly Wild'	Nearly Wild Rose (Floribunda)	5 gallon	9	3'
PM	Arctostaphylos x coloradoensis Panchito	Panchito Manzanita	5 gallon	39	2'
RS	Perovskia atriplicifolia	Russian Sage	5 gallon	94	4'
SGJ	Juniperus chinensis 'Sea Green'	Sea Green Juniper	5 gallon	39	5'
SGP	Potentilla fruticosa 'Sutter's Gold'	Sutter's Gold Potentilla	5 gallon	42	2'
TESS	Rhus typhina TIGER EYES	Staghorn Sumac	5 gallon	18	8'
TLS	Rhus trilobata	Three-Leaf Sumac	5 gallon	17	8'
			TOTAL	535	
PERENNIALS, ORNAMENTAL GRASSES, VINES.					
BAG	Helictotrichon sempervirens	Blue Avena Grass	1 gallon	29	2.5'
BES	Rudbeckia fulgida	Black-Eyed Susan	1 gallon	31	18"
BLP	Vinca major	Big Periwinkle	4" pots	143	4"
CSD	Leucanthemum x superbum 'Silver Princess'	Compact Shasta Daisy	1 gallon	93	18"
H	Hosta x 'Patriot'	Patriot Plantain Lily	1 gallon	8	2'
HL	Lavandula angustifolia 'Hidcote'	Deep Blue Lavender	1 gallon	53	15"
SW	Galium odoratum	Sweet Woodruff	4" pots	188	4"
VMG	Miscanthus sinensis 'Variegatus'	Variegated Maiden Grass	1 gallon	63	4'
			TOTAL	478	

Native Seed Mix

Common Name	Scientific Name	Lb/ac (PLS)*
Western wheatgrass	Pascopyrum smithii	3.5
Slender wheatgrass	Elymus trachycaulus	4
Sideoats grama	Bouteloua curtipendula	3
Blue grama	Bouteloua gracilis	1
Little bluestem	Schizachyrium scoparium	2
Needle and thread grass	Hesperostipa comata	2
Sand dropseed	Sporobolus cryptandrus	0.02
	Total	15.52

* Please note that the pounds per acre are in PLS (Pure Live Seed) and must be ordered that way.

* This mix is based on 75 seeds/ square foot and is only calculated for one acre. This mix is based on the contractor using a drill seed application. Contractor is responsible for calculating the appropriate seed amounts to purchase. Mix should be doubled if hand applied.

NATIVE SEED MIX FOR RAIN GARDENS*

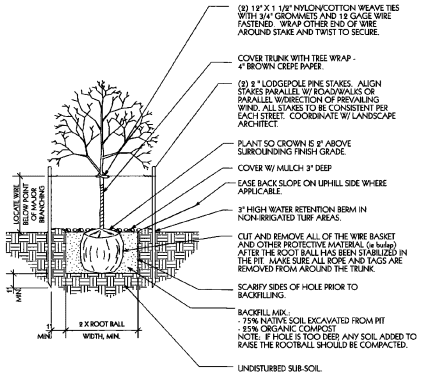
Common Name	Scientific Name	Variety	PLS** lbs per acre	Ounces per acre
Sand Bluestem	Andropogon hallii	Garden	3.5	
Sideoats Grama	Bouteloua curtipendula	Butte	3	
Prairie Sandreed	Calamovilfa longifolia	Goshen	3	
Indian Ricegrass	Oryzopsis hymenoides	Paloma	3	
Switchgrass	Panicum virgatum	Blackwell	4	
Western Wheatgrass	Pascopyrum smithii	Arba	3	
Little Bluestem	Schizachyrium scoparium	Patura	3	
Alkali Sacaton	Sporobolus cyptandrus		3	
Sand Dropseed	Sporobolus cryptandrus		3	
Pasture Sage	Artemisia frigida			2
Blue Aster	Aster laevis			4
Blanket Flower	Gaillardia aristata			8
Prairie Coneflower	Ratibida columbifera			4
Purple Prairieclover	Dalea purpurea			4
		Sub Totals:	27.5	22
		Totals Per Acre:	28.9	

* Wildflower seed (optional) for a more diverse and natural look
**PLS = Pure Live Seed

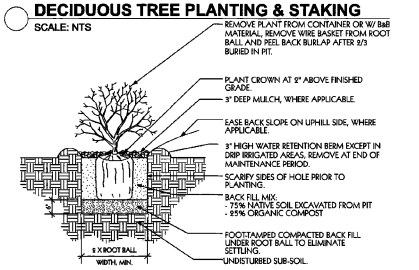
PLANT NOTES:

REFERENCE: CITY OF LOUISVILLE, INDUSTRIAL DEVELOPMENT DESIGN STANDARDS AND GUIDELINES (IDDSG) , JANUARY, 2000.

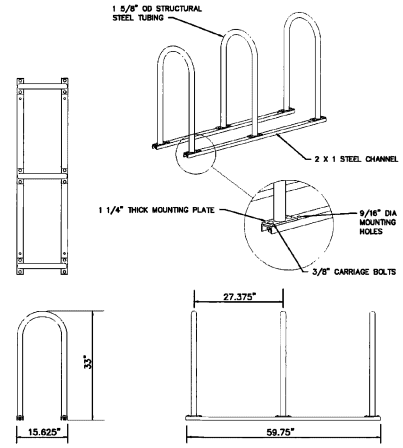
1. GRADES SHALL BE SET TO ALLOW FOR PROPER DRAINAGE AWAY FROM ALL STRUCTURES. GRADES SHALL MAINTAIN SMOOTH PROFILES AND BE FREE OF SURFACE DEBRIS, BUMPS, AND DEPRESSIONS.
2. REFER TO CIVIL ENGINEERING DRAWINGS FOR GRADING AND UTILITIES.
3. DEVELOPERS SHALL ENSURE THAT THE LANDSCAPE PLANS COORDINATED WITH THE PLANS DONE BY OTHER CONSULTANTS SO THAT THE PROPOSED GRADING, STORM DRAINAGE, OR OTHER CONSTRUCTION DOES NOT CONFLICT NOR PRECLUDE INSTALLATION AND MAINTENANCE OF LANDSCAPE ELEMENTS ON THIS PLAN.
4. DURING CONSTRUCTION, PREVENT CLEANING OF EQUIPMENT, THE STORAGE OR DISPOSAL OF WASTE BUILDING MATERIAL (I. E. PAINT, OILS, SOLVENTS, ASPHALT, CONCRETE, MORTAR) WITHIN THE DRIPLINE OF ANY PROTECTED TREE OR GROUPS OF TREES.
5. SITE PREPARATION & ALL PLANTING MUST BE COMPLETED IN ACCORDANCE WITH CHAPTERS 1 & 5 OF IDDGS. PRIOR TO INSTALLATION OF PLANT MATERIAL, AREAS THAT HAVE BEEN COMPACTED OR DISTURBED BY CONSTRUCTION ACTIVITY SHALL BE THOROUGHLY LOOSENED, ORGANIC AMENDMENTS SUCH AS COMPOST, PEAL, OR AGED MANURE SHALL BE THOROUGHLY INCORPORATED AT THE RATE OF AT LEAST THREE (3) CUBIC YARDS OF AMENDMENT PER 1000 SQUARE FEET OF LANDSCAPE AREA.
6. ALL TREES & SHRUBS SHOWN AT APPROXIMATELY 2/3 OF MATURE SIZE.
7. CONTRACTOR SHALL VERIFY ALL MATERIALS QUANTITIES PRIOR TO INSTALLATION. ACTUAL NUMBER OF SYMBOLS SHALL HAVE PRIORITY OVER THE QUANTITY DESIGNATED.
8. LABELS THAT INDENTIFY THE BOTANICAL OR COMMON NAME WILL BE ON ALL TREES AT THE FINAL INSPECTION.
9. ALL PLANT MATERIALS WILL MEET THE FOLLOWING MINIMUM SIZES, AS NOTED IN SECT. 5-7:
   - DECIDUOUS SHADE/CANOPY TREES: 2.5" CALIPER
   - ORNAMENTAL: 2.0" CALIPER*
   - EVERGREEN TREES: 6'-8' HEIGHT (WITH A MINIMUM OF 25% 8' IN HEIGHT)
   - MULTI-STEM ORNAMENTALS: 8'-10' HEIGHT
   - SHRUBS: 5 GALLON CONTAINER
   - GROUND COVER/PERENNIALS: 2 1/4" POTS
   - VINES: 1 GALLON CONTAINER
10. ALL PLANT MATERIAL SHALL MEET SPECIFICATIONS OF THE AMERICAN ASSOCIATION OF NURSERYMEN (AAN) FOR NUMBER ONE GRADE. ALL TREES SHALL BE BALLED AND BURLAPPED OR EQUIVALENT.
11. DECIDUOUS TREES SHALL BE PLANTED A MINIMUM OF 5-FEET AND EVERGREEN TREES A MINIMUM OF 10-FEET FROM PUBLIC UTILITIES AND PUBLIC SIDEWALKS, UNLESS MODIFIED BY PUD STREET TREE PLANS. TREE PLANTING SHALL BE COORDINATED WITH PUBLIC SERVICE COMPANY. LOCATION OF ALL UTILITIES SHALL BE VERIFIED IN THE FIELD PRIOR TO PLANTING. A HORIZONTAL DISTANCE OF 40' BETWEEN STREET TREE AND STREET LIGHT SHALL BE MAINTAINED.
12. TEMPORARY MULCH WILL BE INSTALLED IN SHRUB, TREE, AND PERENNIAL PLANTING BEDS UNTIL FULL PLANT COVERAGE IS ACHIEVED.
13. PERMANENT MULCH, ASPEN-PINE, 3" DEEP, WILL BE INSTALLED IN SHRUB, TREE, AND PERENNIAL PLANTING BEDS WHERE THERE IS NO GROUNDCOVER SPECIFIED.
14. THE PROPERTY OWNER IS RESPONSIBLE FOR PROVIDING, PROTECTING AND MAINTAINING ALL LANDSCAPING IN A HEALTHY AND GROWING CONDITION, AND ADHERE TO ALL STANDARDS OF GUIDELINES OF SECTION 5.8 OF IDDSG. THE PROPERTY OWNER WILL REMOVE AND REPLACE DEAD PLANT MATERIALS IMMEDIATELY WITH THE SAME TYPE, SIZE AND QUANTITY OR PLANT MATERIAL AS ORIGINALLY INSTALLED, UNLESS MATERIAL IS DISEASED OR INSECT-INFECTED.
15. ALL LANDSCAPE AREAS WILL BE IRRIGATED WITH PERMANENT AUTOMATIC IRRIGATION SYSTEM DESIGNED TO PROVIDE EFFICIENT IRRIGATION COVERAGE WITH MINIMAL OVER SPRAY ONTO NON-LANDSCAPED AREAS.
16. A SOIL SENSING DEVICE OR OTHER IRRIGATION MANAGEMENT SYSTEM WILL BE INSTALLED FOR IRRIGATION SYSTEMS IN TURF AREAS.
17. ALL SOD AREAS UNLESS OTHERWISE NOTED WILL BE SODDED WITH LOW-WATER DEMANDING BLEND. SEEDED AREAS UNLESS OTHERWISE NOTES WILL BE SEEDED WITH DRYLAND / NATIVE SEED TO SUIT SPECIFIC SOIL CONDITION AND MAINTANCE REQUIREMENTS.



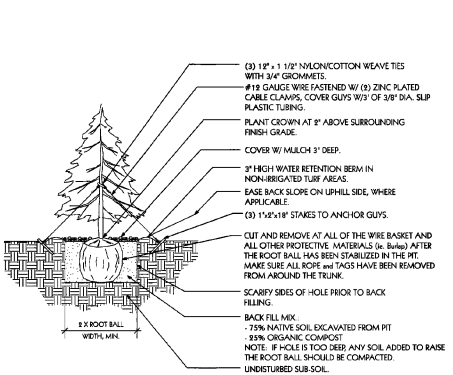
DECIDUOUS TREE PLANTING & STAKING
SCALE: NTS



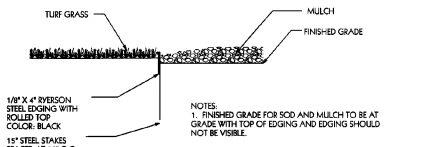
TYPICAL SHRUB PLANTING
SCALE: NTS



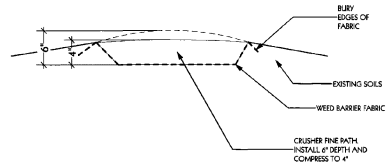
INVERTED-U BIKE RACKS ON RAILS.
SCALE: NTS



EVERGREEN TREE PLANTING & STAKING
SCALE: NTS



EDGING
SCALE: NTS

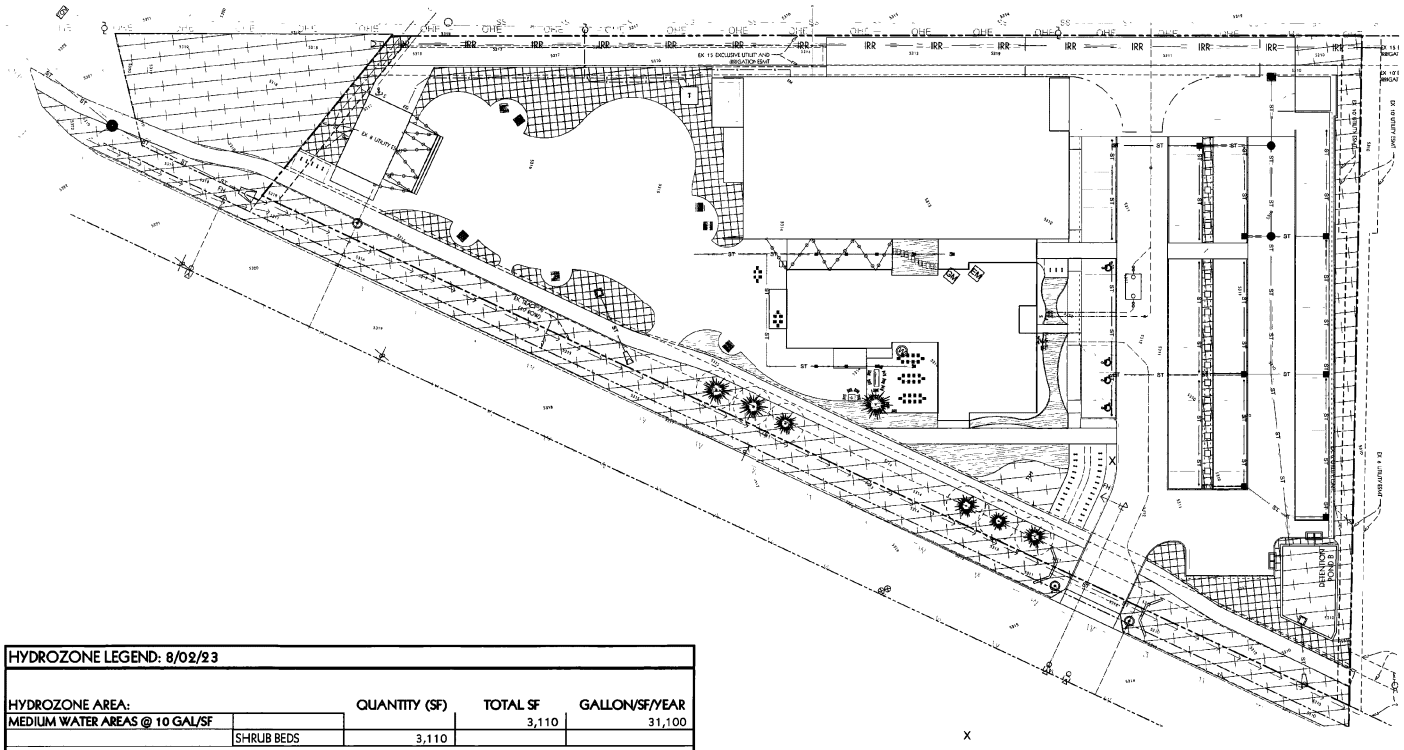


CRUSHER FINE SURFACE
SCALE: NTS

SHEET NAME:	SHEET 9 OF 15
LANDSCAPE NOTES & DETAILS	AUGUST 4, 2023

IRONTON DISTILLERY PLANNED UNIT DEVELOPMENT
LOT 1 EMPIRE ROAD SUBDIVISION
LOCATED IN THE SW ¼ OF SEC. 9, T 1S, R 69W, OF THE 6 TH P.M.
CITY OF LOUISVILLE, COUNTY OF BOUNDER, STATE OF COLORADO

outside LA
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P. 303.527.1100
INFO@DAJDESIGN.COM



HYDROZONE LEGEND: 8/02/23				
HYDROZONE AREA:		QUANTITY (SF)	TOTAL SF	GALLON/SF/YEAR
MEDIUM WATER AREAS @ 10 GAL/SF			3,110	31,100
	SHRUB BEDS	3,110		
LOW WATER AREAS @ 3 GAL/SF			8,382	25,146
	LOW SHRUB BEDS	8,382		
VERY LOW AREAS @ 0 GAL/SF (seed irr. turned off after establishment)			29,507	-
	NATIVE SEED	29,507		
TOTAL USAGE:			40,999	56,246
		AVERAGE WATER USE/SF/YEAR		1.4

HYDROZONE PLAN

0 30 60 FT
SCALE: 1"=30'-0"

SHEET NAME:	SHEET 10 OF 15
HYDROZONE PLAN	AUGUST 4, 2023

IRONTON DISTILLERY PLANNED UNIT DEVELOPMENT
LOT 1 EMPIRE ROAD SUBDIVISION
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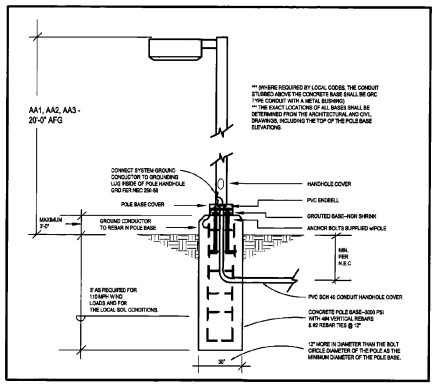
LUMINAIRE SCHEDULE

FIXT. TYPE	MANUFACTURER NAME	MANUFACTURER CATALOG NUMBER	FINISH	LAMP DATA	LAMP WATTS	MOUNTING METHOD	MTG HEIGHT	DESCRIPTION	VOLTS
AA1	LSI	MRM-LED-12L-SIL-34UNV-30-70CRI-BRZ-IL	BRONZE	LED	85	POLE	20'-0"	SITE LIGHTING SINGLE HEAD TYPE 3 WITH HOUSE SIDE SHIELD, 3000K, 70CRI	UNV
AA2	LSI	MRM-LED-18L-SIL-SW-UNV-30-70CRI-BRZ	BRONZE	LED	135	POLE	20'-0"	SITE LIGHTING SINGLE HEAD TYPE 5, 3000K, 70CRI	UNV
AA3	LSI	MRM-LED-18L-SIL-FT-UNV-30-70CRI-BRZ-IL	BRONZE	LED	135	POLE	20'-0"	SITE LIGHTING SINGLE HEAD TYPE FT WITH HOUSE SIDE SHIELD, 3000K, 70CRI	UNV
BB	LIGMAN	LBX 5 LB-10851	BLACK	LED	14	BOLLARD	1'-6"	WALKWAY BOLLARD	UNV
CC	SIGNIFY	C4-S-DL-15-830-W-Z10-U-CL-B	BLACK	LED	11.8	SURFACE	-	ROOF TOP DECK DOWNLIGHT, 3000K	UNV
DD1	SIGNIFY	5SR-9-30K-10-BK	BLACK	LED	10	SURFACE	-	5" SURFACE MOUNTED DOWNLIGHT, 3000K	120
DD2	SIGNIFY	57R-9-30K-10-BK	BLACK	LED	14	SURFACE	-	7" SURFACE MOUNTED DOWNLIGHT, 3000K	120
DD3	SIGNIFY	510R-9-30K-10-BK	BLACK	LED	24	SURFACE	-	10" SURFACE MOUNTED DOWNLIGHT, 3000K	120
EE	LIGMAN	UTA-31661-23W-TS-W30-01-120/277V	BLACK	LED	20	SURFACE	7'-0"	WALL MOUNTED CYLINDRICAL DOWNLIGHT, TYPE 3 DISTRIBUTION, 3000K	120
FF	AMERICAN LIGHTING	LS2-M-24-48-BK	BLACK	LED	12.5W/FT	STRING	9'-0"	E26 BULB FESTOON LIGHTING	120
GG	SIGNIFY	RSS2-A-K5-D-G2	BLACK	LED	9.2	RECESSED	1'-0"	POLYCARBONATE STEP LIGHTING	120
HH	HUBBLE	TRP2-24L-30-3K7-2-UNV-BLT	BLACK	LED	30	SURFACE	VARIES	MIDSIZED ARCH WALLPACK TYPE 2 DISTRIBUTION, 3000K	UNV
JJ	TROV	L50-E-12-06-30-BL-90-MULT-25X25	BLACK	LED	6	SURFACE	16'-0"	WALL WASH SURFACE MOUNTED STRIP, 3000K	4VOLT
KK	SIGNIFY	B1-A	BLACK	LED	10	GROUND	-	FLOOD LIGHT	120
LL	SIGNIFY	MUL4-A-S7	BLACK	LED	2	GROUND	-	SERVICE DRIVE PATH LIGHTING	12

NOTE: ALL FIXTURES TO BE FULL CUT-OFF FIXTURES.

GENERAL LIGHTING PLAN STANDARD NOTES:

1. ALL BUILDING MOUNTED FIXTURES FOR SAFETY AND EGRESS. ALL POLE MOUNTED FIXTURES ARE FOR PARKING AREA AND DRIVING ACCESS PATHWAY.
2. ALL FIXTURES TO BE CONTROLLED VIA TIMECLOCK. TIMER TO BE SET TO GO OFF AFTER 30MIN CLOSE OF BUSINESS. NORMAL HOURS OF OPERATION FOR SITE ARE AS FOLLOWS:
   - WEDNESDAY: 3-9PM
   - THURSDAY: 12-9PM
   - FRIDAY 12-10PM
   - SATURDAY: 12-10PM
   - SUNDAY: CLOSED
3. PROVIDE HOUSE SIDE SHIELD TO POLE-MOUNTED FIXTURES ALONG ADJACENT PROPERTIES.
4. THE FOLLOWING LIGHTING TYPES ARE PROHIBITED: POLE-MOUNTED LIGHTS AIMED AT A BUILDING'S FACADE AND UNSHIELDED WALL PACKS.



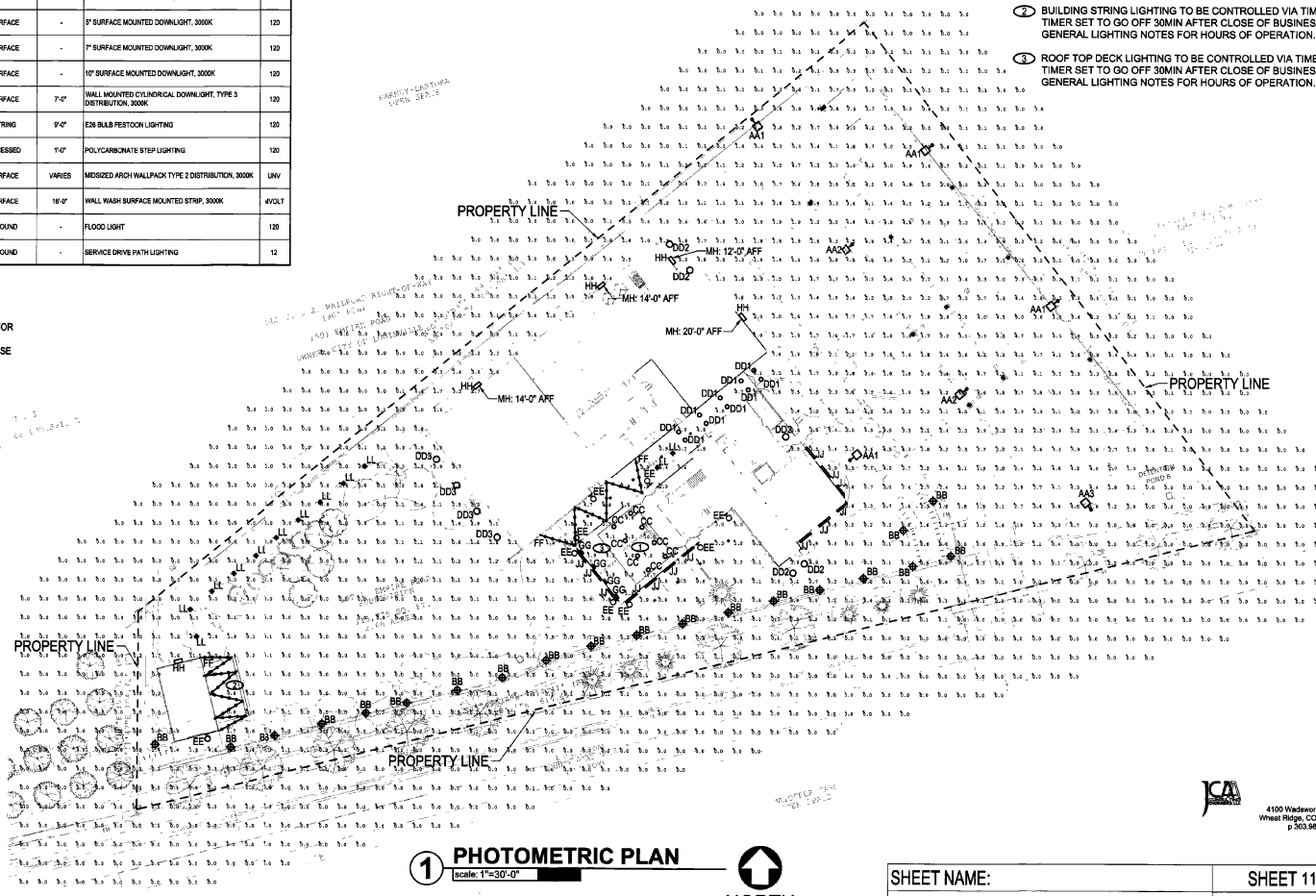
② TYPICAL POLE BASE DETAIL

scale: N.T.S.

Calculation Summary							
Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
OVERALL SITE	Illuminance	Fc	0.76	11.5	0.0	N.A.	N.A.
ROOF TOP DECK	Illuminance	Fc	5.53	11.6	0.2	27.65	58.00
PARKING AREA	Illuminance	Fc	3.01	5.0	1.0	3.01	5.00

SHEET NOTES

1. ROOF TOP DECK CALCULATIONS ARE CALCULATED AT 16'-0" AFG. CALCULATIONS AT GROUND LEVEL ARE NOT AFFECTED BY ROOF TOP DECK LIGHTING.
2. BUILDING STRING LIGHTING TO BE CONTROLLED VIA TIMECLOCK. TIMER SET TO GO OFF 30MIN AFTER CLOSE OF BUSINESS. SEE GENERAL LIGHTING NOTES FOR HOURS OF OPERATION.
3. ROOF TOP DECK LIGHTING TO BE CONTROLLED VIA TIMECLOCK. TIMER SET TO GO OFF 30MIN AFTER CLOSE OF BUSINESS. SEE GENERAL LIGHTING NOTES FOR HOURS OF OPERATION.



① PHOTOMETRIC PLAN

scale: 1"=30'-0"

NORTH

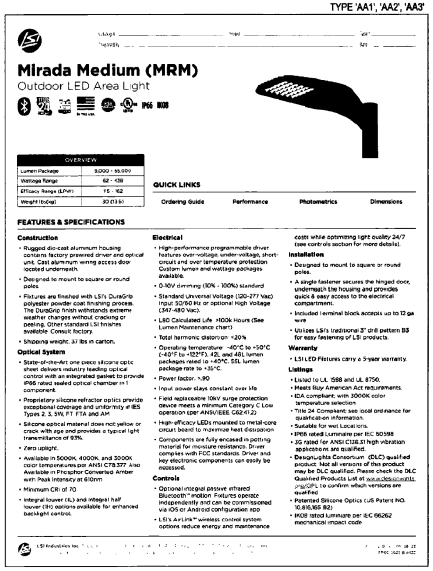
JCAA
4100 Wadsworth Blvd.
Wheat Ridge, CO 80033
p 303.985.3260
#23.102

SHEET NAME:	SHEET 11 OF 15
PHOTOMETRIC PLAN	AUGUST 4, 2023

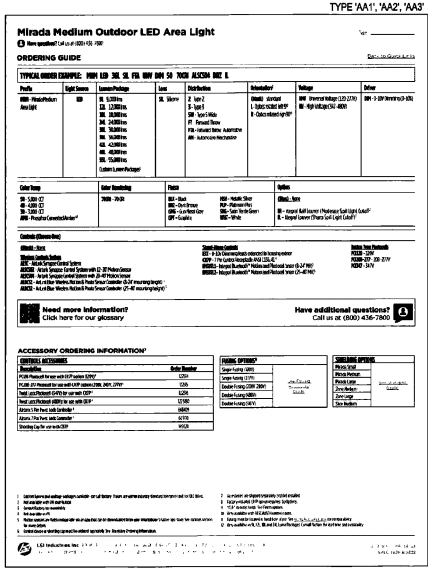
IRONTON DISTILLERY PLANNED UNIT DEVELOPMENT
LOT 1 EMPIRE ROAD SUBDIVISION
LOCATED IN THE SW ¼ OF SEC. 9, T 1S, R 69W, OF THE 6 TH P.M.
CITY OF LOUISVILLE, COUNTY OF BOULDER, STATE OF COLORADO

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922A MAIN STREET
LOUISVILLE, CO 80027
P 303.527.1100
INFO@DAJDESIGN.COM

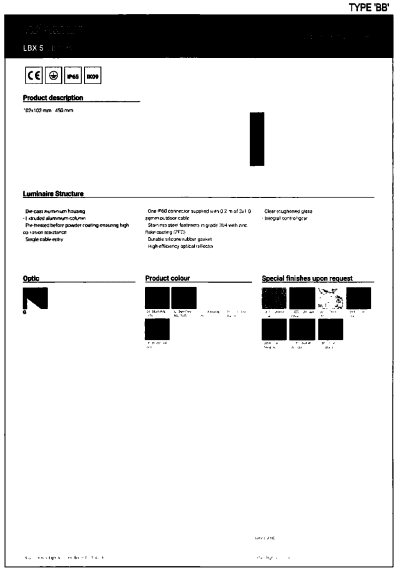
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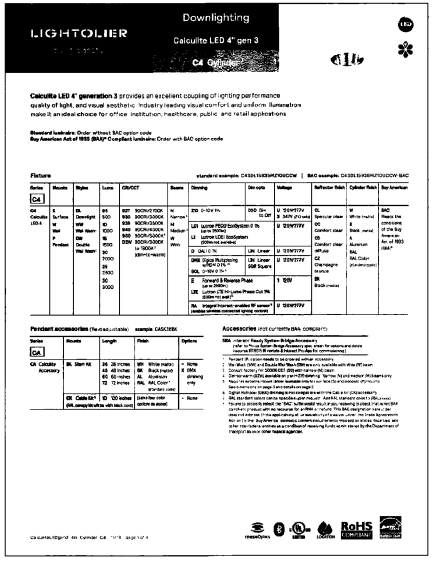
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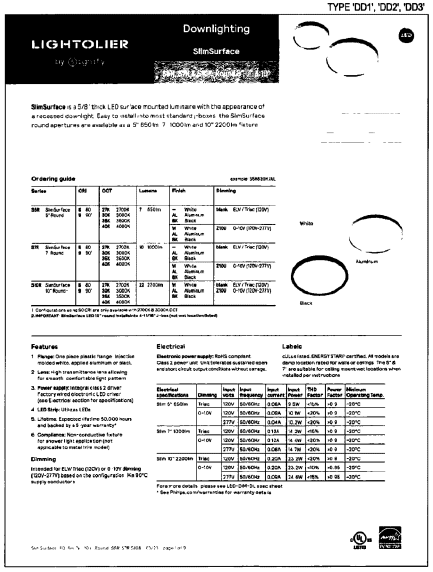
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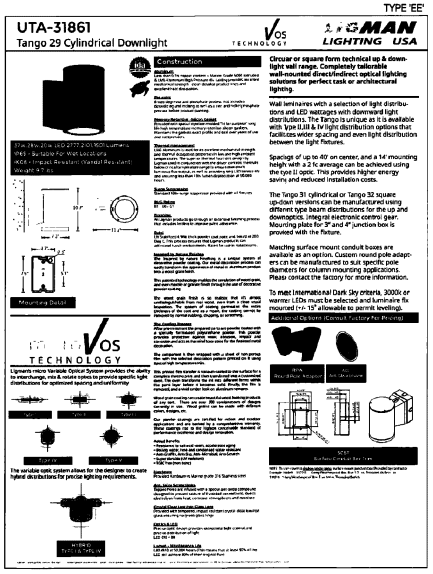
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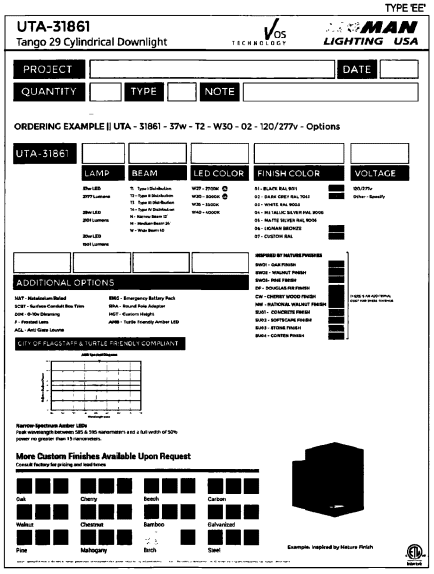
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TYPE 'EE'



TYPE 'EE'



NOTICE:
ALL LIGHT SOURCES ARE FULL CUT-OFF

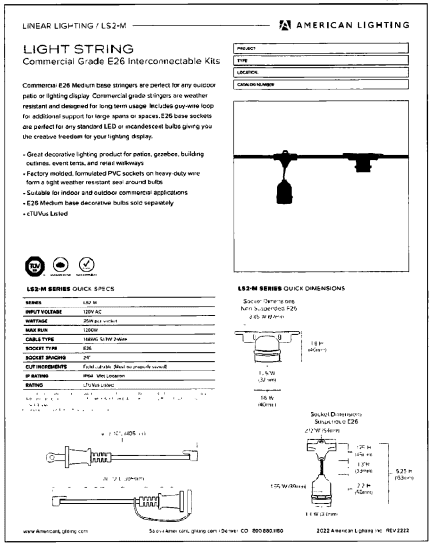
JCAA
4100 Wadsworth Blvd.
Wheat Ridge, CO 80033
p 303.985.3290
#23.102

SHEET NAME:	SHEET 12 OF 15
LIGHTING SPECIFICATIONS	AUGUST 4, 2023

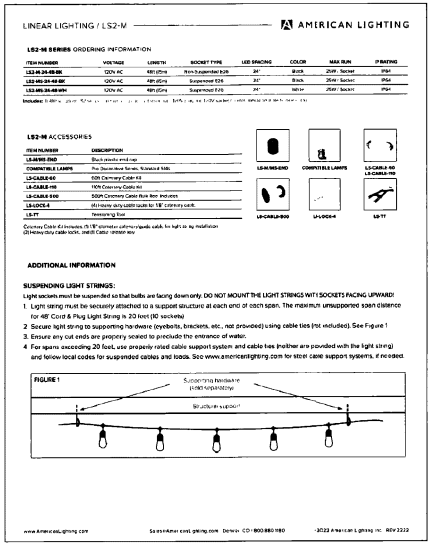
IRONTON DISTILLERY PLANNED UNIT DEVELOPMENT
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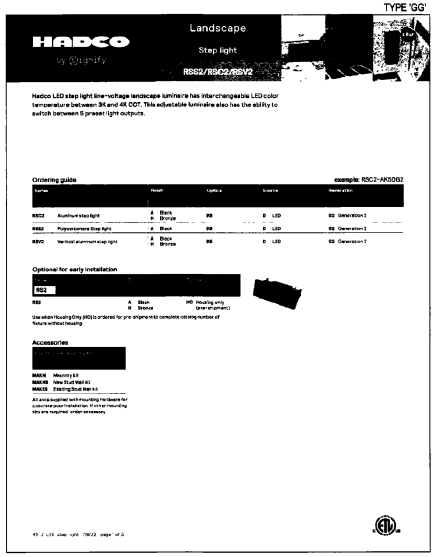
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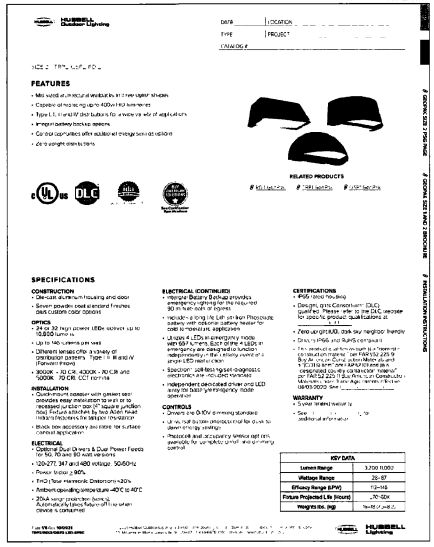
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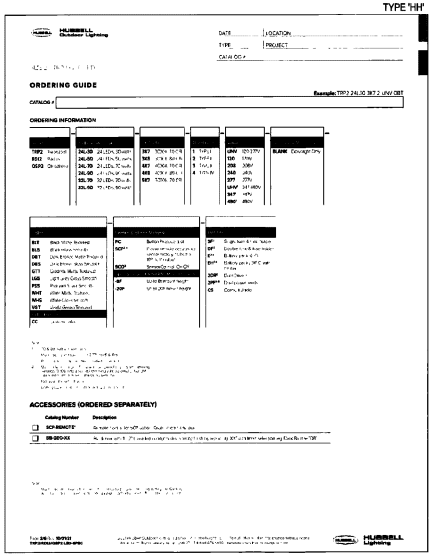
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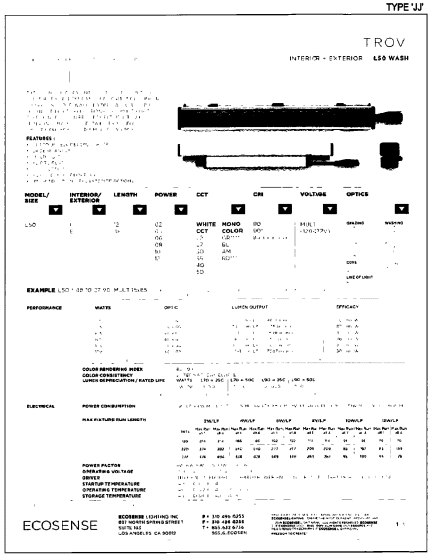
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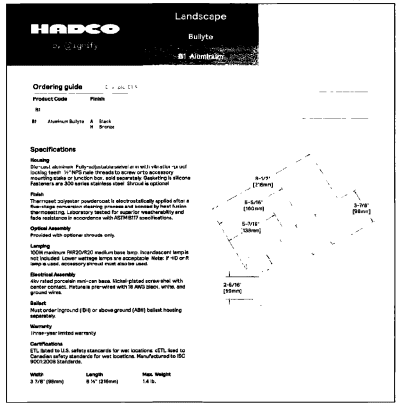
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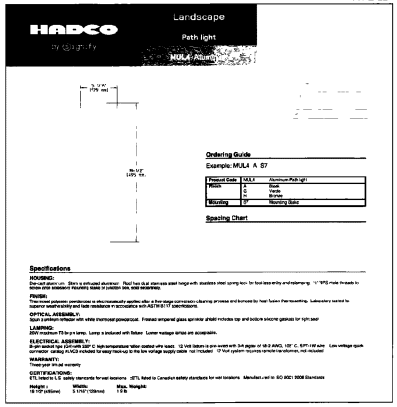
TYPE 'JJ'



TYPE 'KK'



TYPE 'LL'



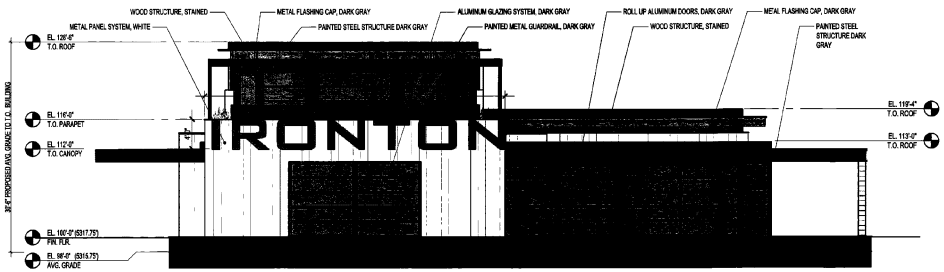
NOTICE:
ALL LIGHT SOURCES ARE FULL CUT-OFF

JCAA
4100 Wadsworth Blvd.
Wheat Ridge, CO 80033
p 303.985.5260
#23.102

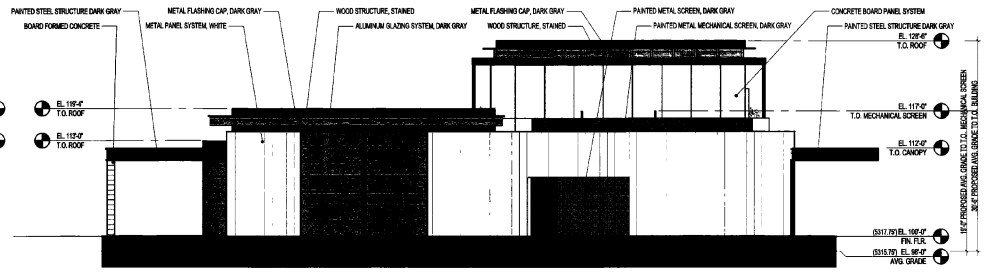
SHEET NAME:	SHEET 13 OF 15
LIGHTING SPECIFICATIONS	AUGUST 4, 2023

IRONTON DISTILLERY PLANNED UNIT DEVELOPMENT AND SPECIAL REVIEW USE
LOT 1 EMPIRE ROAD SUBDIVISION
LOCATED IN THE SW ¼ OF SEC. 9, T 1S, R 69W, OF THE 6 TH P.M.
CITY OF LOUISVILLE, COUNTY OF BOULDER, STATE OF COLORADO

DAJDESIGN
822A MAIN STREET
LOUISVILLE, CO 80027
P. 303.827.1106
INFO@DAJDESIGN.COM



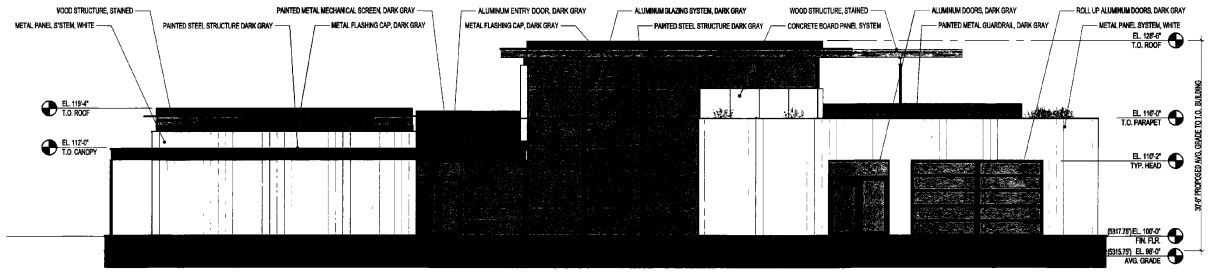
1 WEST ELEVATION
SCALE: 1/8" = 1'-0"



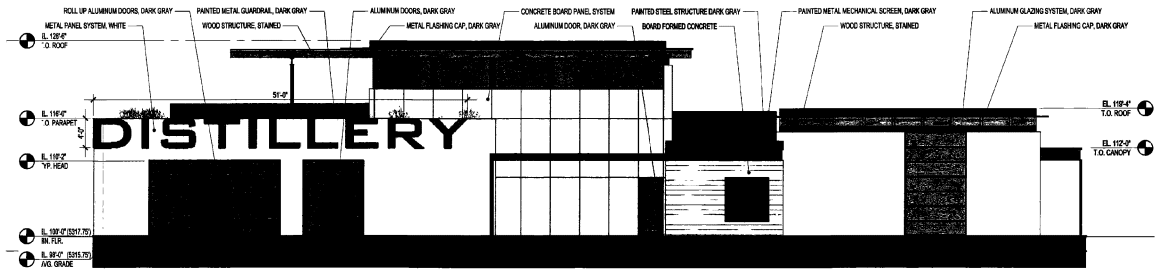
2 EAST ELEVATION
SCALE: 1/8" = 1'-0"

MATERIAL LEGEND

- METAL PANEL SYSTEM (WHITE)
- METAL PANEL / PAINTED STEEL (DARK GRAY)
- PERFORATED METAL RAIL / SCREEN (DARK GRAY)
- GLUE LAM / WOOD SOFFITS (NATURAL)
- CEMENT BOARD (GRAY)
- BOARD FORMED CONCRETE (GRAY)



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

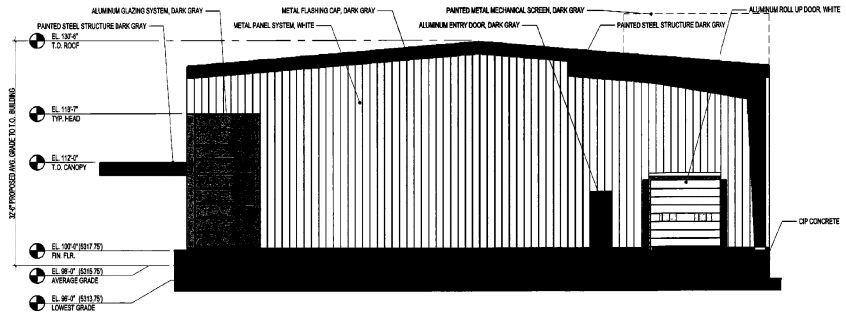


4 SOUTH ELEVATION
SCALE: 1/8" = 1'-0"

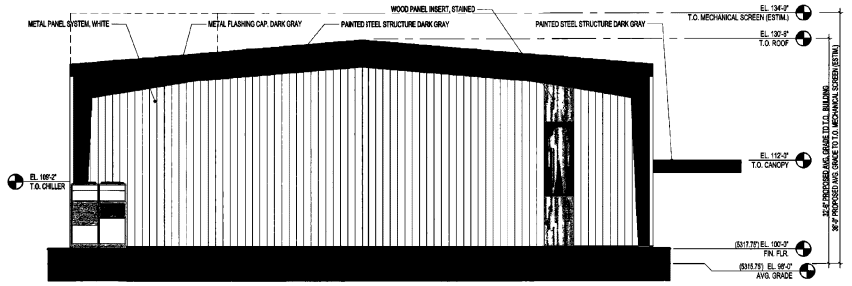
SHEET NAME:	SHEET 14 OF 15
TASTING BUILDING ELEVATIONS	AUGUST 4, 2023

IRONTON DISTILLERY PLANNED UNIT DEVELOPMENT AND SPECIAL REVIEW USE
LOT 1 EMPIRE ROAD SUBDIVISION
LOCATED IN THE SW ¼ OF SEC. 9, T 1S, R 69W, OF THE 6 TH P.M.
CITY OF LOUISVILLE, COUNTY OF BOULDER, STATE OF COLORADO

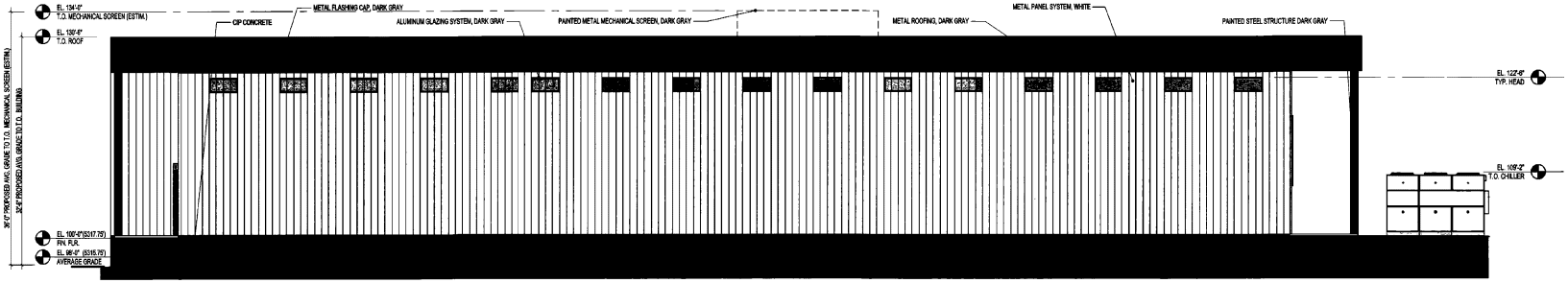
DAJDESIGN
922A MAIN STREET
LOUISVILLE, CO 80027
P. 303.527.1160
INFO@DAJDESIGN.COM



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



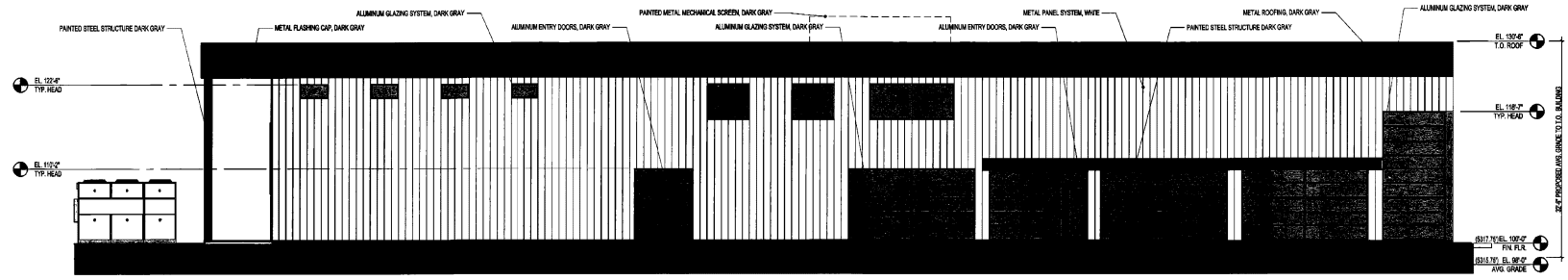
2 WEST ELEVATION
SCALE: 1/8" = 1'-0"



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

MATERIAL LEGEND

- METAL PANEL SYSTEM (WHITE)
- METAL PANEL / PAINTED STEEL (DARK GRAY)
- PERFORATED METAL RAIL / SCREEN (DARK GRAY)
- GLUE LAM / WOOD SOFFITS (NATURAL)
- CEMENT BOARD (GRAY)
- BOARD FORMED CONCRETE (GRAY)



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

SHEET NAME:	SHEET 15 OF 15
PRODUCTION BUILDING ELEVATIONS	AUGUST 4, 2023

RESOLUTION NO. 2
SERIES 2025

A RESOLUTION RECOMMENDING APPROVAL OF A ONE-YEAR TEMPORARY USE PERMIT AS A PRECURSOR TO A PERMANENT USE TO ALLOW A TASTING ROOM FOR IRONTON DISTILLARY LOCATED AT 1301 EMPIRE ROAD

WHEREAS, there has been submitted to the Louisville Planning Commission an application for a temporary use as a precursor to a permanent use to allow indoor and outdoor eating and drinking establishment; and

WHEREAS, Louisville Municipal Code Sec. 17.18.180 and Chapter 17.60 allows City Council to approve a temporary use permit as a precursor to a permanent use for up to one year following recommendation by the Planning Commission; and

WHEREAS, the City Council approved Ironton Distillery Planned Unit Development and Special Review Use on March 5, 2024; and

WHEREAS, City staff has reviewed the information submitted and found that the application complies with the Louisville Municipal Code; and

WHEREAS, the Planning Commission has considered the application at a duly noticed public hearing on February 27, 2025 where evidence and testimony where entered into the record.

NOW THEREFORE, BE IT RESOLVED that the Planning Commission of the City of Louisville, Colorado does hereby recommend approval of a one-year temporary use as a precursor to a permanent use to allow a tasting room for Ironton Distillery located at 1301 Empire Road

PASSED AND ADOPTED this 27th Day of February 2025.

By: _____
Steve Brauneis, Chair
Planning Commission

Attest: _____
Secretary
Planning Commission

City Council Public Hearing

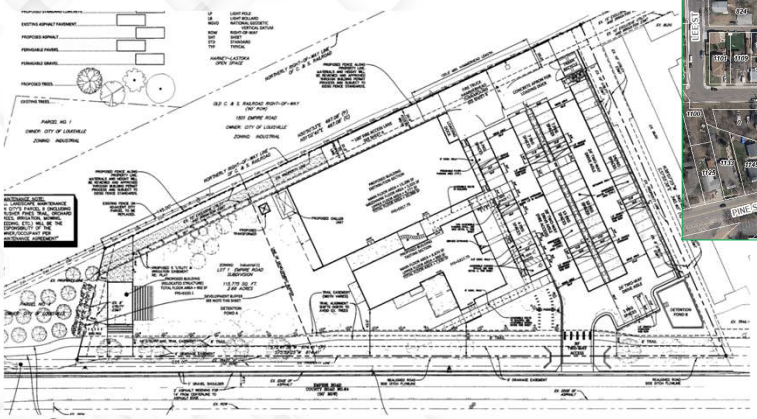
March 4, 2025

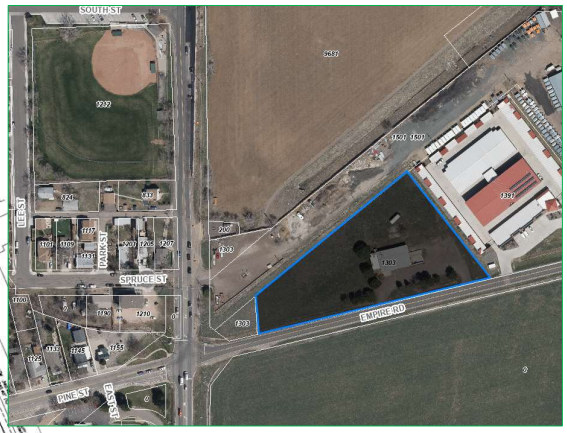
Ironton Distillery
Temporary Use Permit

City of Louisville

Ironton Distiller PUD/SR

- PUD/SRU Approved March 5, 2023
- Demo Existing Building
- New 20,088sf Distillery, 7,530sf Tasting Room; Outdoor Event and Dining Area

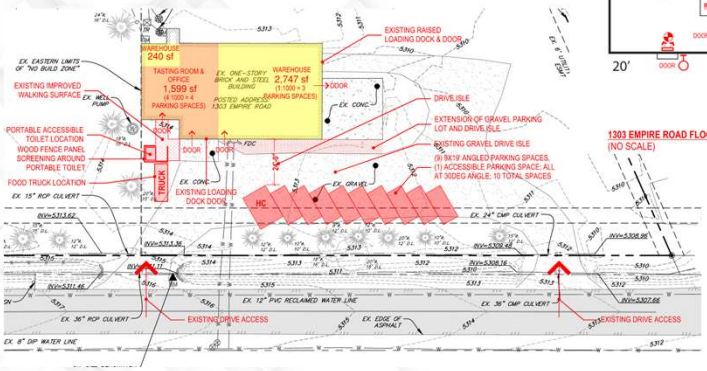


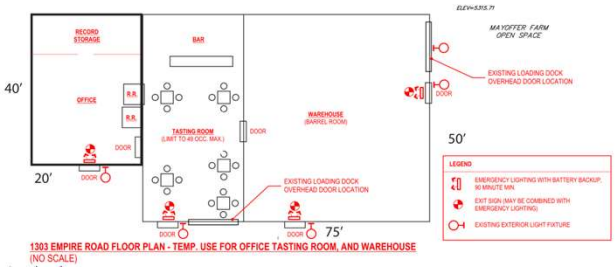


City of Louisville

Temporary Use as a Precursor to a Permanent Use

- *May be approved for up to one year*
- Temporary facility to conduct business that will be replaced with a permanent use





1303 EMPIRE ROAD FLOOR PLAN - TEMP. USE FOR OFFICE TASTING ROOM, AND WAREHOUSE
(NO SCALE)

City of Louisville

Temporary Use as a Precursor to a Permanent Use

- *LMC Sec. 17.60.110.D*
  1. *Compatible with surrounding uses and community facilities*
  2. *Not detrimental or constitute a danger to the health, safety and welfare of the citizens of the city*
  3. *Conform in all other aspects to the applicable zoning regulations and standards, except as specifically modified for the temporary use during the time it is permitted.*
  4. *Leave the site, following the temporary use, in a state which is capable of being restored to a satisfactory condition.*

City of Louisville

SUBJECT: **RESOLUTION NO. 14, SERIES 2025 – A RESOLUTION APPROVING THE BOUNDARIES OF A PROPOSED AREA OF THE CITY TO BE SUBMITTED FOR DESIGNATION AS A CHIPS ZONE**

DATE: **MARCH 4, 2025**

PRESENTED BY: **AUSTIN BROWN, ECONOMIC VITALITY SPECIALIST**

SUMMARY:
In July 2022, Congress passed the "Creating Helpful Incentives for Producing Semiconductors and Science Act (the "CHIPS Act"), intended to provide substantial funding to strengthen and revitalize the Country's position in semiconductor research, development, and manufacturing. In May 2023, the Colorado General Assembly adopted House Bill 23-1260 (the "CHIPS Zone Act"), providing certain tax incentives to support and encourage investments in semiconductor and advanced manufacturing in Colorado. The CHIPS Zone Act also meets the requirement for state or local participation in the federal government's CHIPS Act.

The CHIPS Zone Act defines "semiconductors, or chips" as "tiny electronic devices that are fundamental to modern industrial and national security activities." C.R.S 24-46-108(1)(j)(I) further defines "semiconductor manufacturing" as "the fabrication, assembly, testing, advanced packaging, production, or research and development of semiconductors, materials used to manufacture or enhance semiconductors, or semiconductor manufacturing in this state for which a taxpayer may receive federal financial assistance under the CHIPS Act." Subsection II adds that the Colorado Economic Development Commission (EDC) has the discretion to expand or modify this definition.

The CHIPS Zone Act helps maximize opportunities for Colorado businesses in the semiconductor and advanced manufacturing industry supply chain to access the federal dollars created by the CHIPS Act and helps provide these businesses with certain state tax-credit incentives. For businesses to obtain these benefits, they will need to be located in a CHIPS Zone recognized by the State.

To establish a CHIPS Zone, Louisville will need to apply to the Colorado Economic Development Commission (EDC) for designation. An application to the EDC will need to include a resolution from the Government(s) involved in this application that demonstrates the authority to pursue a CHIPS Zone Designation. Staff has prepared a Resolution approving the boundaries of a proposed area of the City of Louisville to be submitted for designation as a CHIPS Zone (Attachment #1). Exhibit A to the Resolution is a map showing the proposed zone boundaries (Attachment #2). A complete application must also include information on potential business development and job growth, information on the area economy, and a point of contact to assist with reporting.

Economic Vitality has prepared the attached draft application (Attachment #3) for submittal to the EDC and will be Louisville's point of contact for the program.

Generally, the Louisville CHIPS Zone is proposed to include both the Colorado Technology Center and the Bolder Innovation Campus (collectively referred to as "CTC") and Redtail Ridge. The CTC is home to a majority of the City's jobs and includes businesses that are already working in the semiconductor and advanced manufacturing industries, as well as spaces that are readily available to accommodate new or expanding businesses. The CTC includes over 5 million square feet of existing commercial and industrial space. This number is expected to reach 5.8 million square feet at full buildout.

Upon final development, Redtail Ridge is anticipated to contain 2.55 million square feet of commercial space, including an industrial and medical research park. Redtail Ridge will also dedicate 15.1 acres to research/office and facilities for the research, development, manufacturing, fabrication, processing, or assembly of scientific or technical products. It's estimated that Redtail Ridge could generate approximately 10,500 jobs.

If a CHIPS Zone is approved by the EDC, semiconductor and advanced manufacturing companies in the CHIPS Zone can access the following tax credits: qualified investment tax credits, job training tax credits, commercial vehicle investment tax credits, business facility new employee tax credits, and research and development tax credits; these are the same credits businesses currently located in a designated Enterprise Zone (EZ) can pursue. Louisville does not currently have any designated Enterprise Zones.

Staff is working concurrently to bring additional parts of Louisville, including the McCaslin Corridor and Centennial Valley, into the existing North Metro Enterprise Zone. CHIPS Zone and Enterprise Zone boundaries cannot overlap. Staff feels that the majority of advanced manufacturing and semiconductor businesses will most likely locate within the CTC and Redtail Ridge areas and that these areas would benefit most from CHIPS Zone designation.

This CHIPS designation will assist Economic Vitality Staff and real estate partners as we work to retain and attract businesses to Louisville, providing a competitive incentive for operating businesses.

Taxpayers engaged in semiconductor and advanced manufacturing planning to take a refund on these credits must file a separate application for the CHIPS Refundable Tax Credit Program. Part of that application process is an estimation of the anticipated total award from the tax credits listed above and a sizing of the potential refund, based - in part - on that estimation.

Semiconductor and advanced manufacturers must apply to the EDC for a refund certificate approving their project and setting the maximum amount of income tax credits the manufacturer may claim as a refund in connection with the project. The tax benefits of the Zones are only available to taxpayers engaged in semiconductor manufacturing, as that term is defined under the CHIPS Act. Once an area is designated as a CHIPS Zone, the business entity will work with the Colorado Office of Economic Development and International Trade for their refunds and tax credits.

CHIPS Zones will be reevaluated every five years. Zones in which no companies have precertified or claimed credits will be reassessed, with the CHIPS Zone Administrator making a recommendation to the EDC whether or not these zones should expire. Communities may request a renewal of the Zone for an additional five-year period on the condition that they provide documentation or evidence to establish the necessity of the Zone's continued existence for their economy or community. CHIPS Zones may be modified or terminated at the discretion of the EDC between income tax years 2023 and 2040. All CHIPS Zones will terminate as a matter of law on December 31, 2040.

Staff presented the proposed CHIPS Zone boundaries and draft application to the Economic Vitality Committee during its February 21 meeting. The EVC made a formal recommendation for staff to take the proposed CHIPS Zone to Council for approval.

FISCAL IMPACT:
None.

PROGRAM/SUB-PROGRAM IMPACT:
Vibrant Economic Climate.

RECOMMENDATION:
Staff recommends approval of the resolution approving the proposed area to be submitted for designation as a CHIPS Zone.

ATTACHMENT(S):
1. Resolution No. 14, Series 2025
2. Map of Proposed Louisville CHIPS Zone Boundaries
3. Draft Application for CHIPS Zone Designation
4. Colorado House Bill 23-1260

STRATEGIC PLAN IMPACT:

☐	**Financial Stewardship & Asset Management**	☐	**Reliable Core Services**
☐		☐	**Quality Programs &**

	Vibrant Economic Climate		Amenities
☐	Engaged Community	☐	Healthy Workforce
☐	Supportive Technology	☐	Collaborative Regional Partner

RESOLUTION NO. 14
SERIES 2025

A RESOLUTION APPROVING THE BOUNDARIES OF A PROPOSED AREA OF THE CITY OF LOUISVILLE TO BE SUBMITTED FOR DESIGNATION AS A CHIPS ZONE

WHEREAS, in 2022, the United States Congress enacted and President Biden signed the "Creating Helpful Incentives for Producing Semiconductors and Science Act" (the "CHIPS Act");

WHEREAS, the CHIPS Act will provide over $50 billion to be spent to strengthen and revitalize the Country's position in semiconductor research, development, and manufacturing;

WHEREAS, in May 2023, the Colorado General Assembly adopted House Bill 23-1260 and in it added a new Article 36 to Title 39 of the Colorado Revised Statutes to be known as the CHIPS Zone Act;

WHEREAS, the CHIPS Zone Act has been enacted to maximize the opportunity for Colorado business involved in research, development, and manufacturing of semiconductors to access the federal dollars to be spent under the CHIPS Act and to also provide these businesses with certain state tax-credit incentives;

WHEREAS, in order for such businesses in the City to obtain the benefits provided under the CHIPS Zone Act, the City must file with the Director of the Colorado Office of Economic Development (the "OED Director") the boundaries of a proposed area within the City to be designated as a "CHIPS Zone" and, with this proposed CHIPS Zone, to submit a development plan for the Zone containing the information required by the CHIPS Zone Act (the "Development Plan");

WHEREAS, the designated CHIPS Zone proposed for the City under the CHIPS Zone Act is the area depicted in CHIPS Zone Map attached as Exhibit "A" and incorporated herein by reference (the "Proposed Zone");

WHEREAS, the CHIPS Zone Act provides that once the Proposed Zone and Development Plan are submitted to the OED Director, the Colorado Economic Development Commission (the "Commission") will then consider whether to approve the Proposed Zone as a designated CHIPS Zone under the CHIPS Zone Act;

WHEREAS, the purpose of this Resolution is to approve the boundaries of the Proposed Zone and to direct the City Manager to submit the Proposed Zone to the OED Director and to prepare the Development Plan to also be submitted to

the OED Director for the Commission's designation of the Proposed Zone as a CHIPS Zone under the CHIPS Zone Act; and

WHEREAS, the City Council finds and determines that this Resolution and the designation of the Proposed Zone as a CHIPS Zone under the CHIPS Zone Act is in the City's best interest and necessary for the public's health, safety, and welfare.

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

Section 1. The proposed CHIPS Zone as shown in Exhibit A attached hereto and incorporated herein by this reference, is hereby approved.

Section 2. The City Council hereby approves the Proposed Zone and directs staff to prepare the Development Plan and to submit it and the Proposed Zone to the OED Director and request that the Proposed Zone be designated by the Commission as a CHIPS Zone under the CHIPS Zone Act.

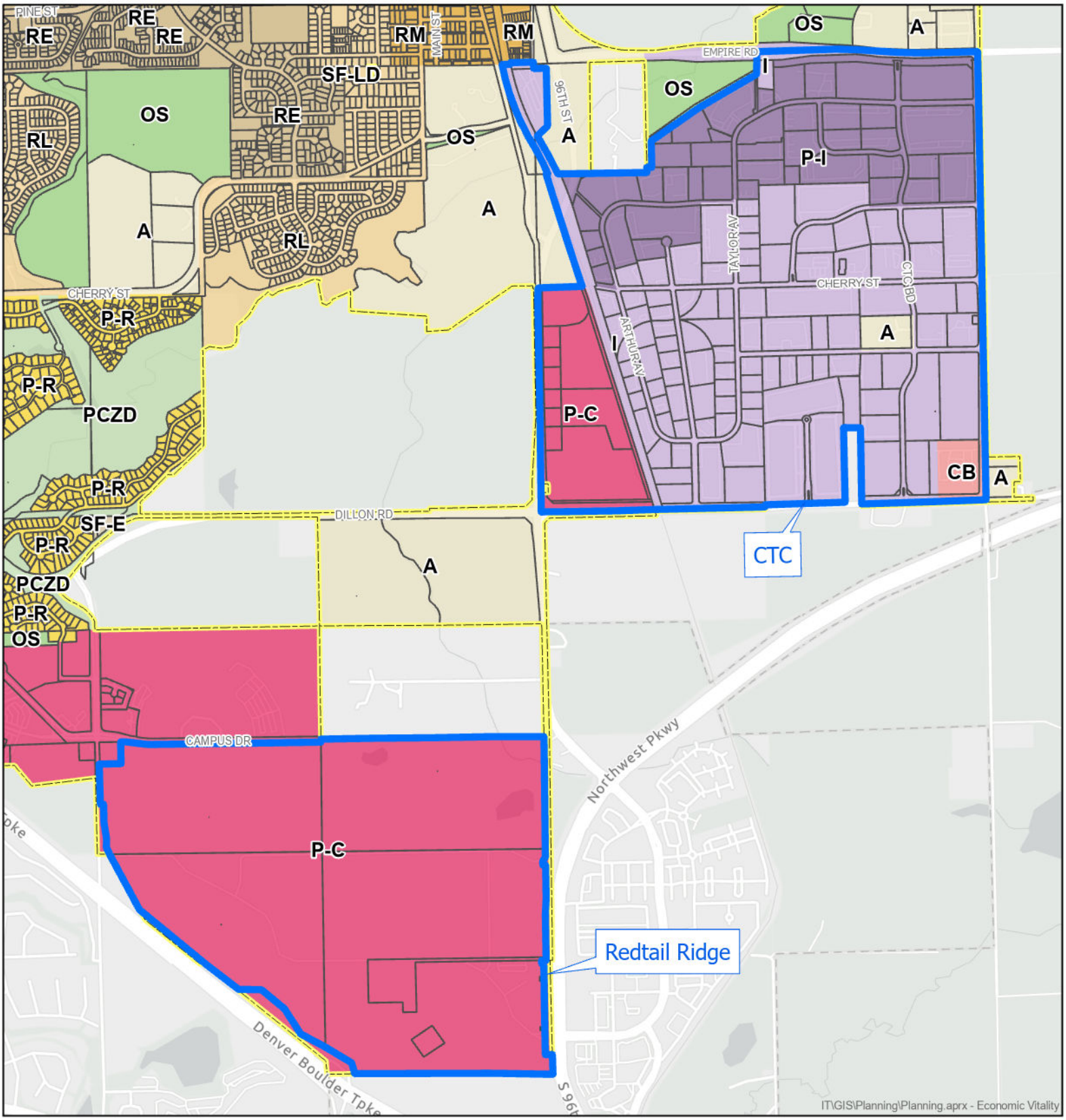
PASSED AND ADOPTED this 4th day of March, 2025.

_____
Christopher M. Leh, Mayor

ATTEST:

_____
Genny Kline, Interim City Clerk

Proposed Louisville CHIPS Zone Boundaries



CHIPS Zone
City of Louisville Boundary
Parcels

Zoning

Agriculture
Commercial Business
Industrial
Open Space
Planned Community Commercial
Planned Community Industrial
Planned Community Residential
Planned Community Zone District
Residential Estate
Residential Low Density
Residential Medium Density
Single Family Estate
Single Family Low Density

N

0 0.13 0.25 0.5
Miles

DEFINITION OF SEMICONDUCTOR MANUFACTURING
"Semiconductor manufacturing" is defined in C.R.S 24-46-108(1)(j)(I) as "the fabrication, assembly, testing, advanced packaging, production, or research and development of semiconductors, materials used to manufacture or enhance semiconductors, or semiconductor manufacturing in this state for which a taxpayer may receive federal financial assistance under the CHIPS Act." Subsection II adds that the EDC has the discretion to expand or modify this definition.

1 - Applicant Information (C.R.S. 39-36-104(1)(a))

In this section please describe the government organization seeking the CHIPS Zone, along with a single point of contact for the application. If multiple governments are involved, identify each in this section.

Note that the POC is responsible for staying connected with the CHIPS Zone Administer to assist in the collection of data and information for annual reporting.

Point of contact name*

Austin Brown

Point of contact position*

Economic Vitality Specialist

Point of contact organization*

City of Louisville

Point of contact email*

EcononmicVitality@LouisvilleCO.gov

Point of contact phone*

303-335-4529

Governments involved in this application - list all involved on separate lines, if multiple*

City of Louisville

2 - Boundaries of the Proposed Zone (C.R.S. 39-36-104(1)(b)(I))

In this section please describe the boundaries of the proposed area to be designated as a "CHIPS Zone." Include a brief qualitative description and attach a map of the boundaries for which you are seeking designation. If the proposed CHIPS Zone encompasses multiple lots, be sure to include the descriptions and maps that address each lot.

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Note that CHIPS Zones cannot overlap with existing Enterprise Zones. Only include lots and areas that are not in existing Enterprise Zones. CHIPS Zones are not required to be contiguous.

Description of the proposed area*

Colorado Technology Center - The Colorado Technology Center (CTC) is Louisville's largest commercial and industrial park at over 400 acres. Many of the buildings in CTC specialize in blending all facets of a business under one roof, including the front office, manufacturing and warehousing. Several of the area's most innovative companies benefit from locating all their components right next to each other. One drive through and you'll notice that great companies doing great work are successful in the CTC. To-date approximately 5M square feet have been developed at CTC; this amount is expected to reach 5.8M square feet at full build-out.

Redtail Ridge – The 389-acre Redtail Ridge property is the former location of StorageTek Corporation. The commercial and industrial development includes a total development cap of 3 million square feet, 93 acres of public land dedication, adoption of a transportation demand management (TDM) plan, and adoption of a Sustainability Commitment Plan with requirements for building to Leadership in Energy and Environmental Design (LEED) standards, building all-electric for certain types of development, and a minimum of 3 megawatts of on-site photovoltaic capacity.

In 2010, the City approved a General Development Plan (GDP), Zoning Agreement, Preliminary Subdivision Plat, and Preliminary Planned Unit Development (PUD) for the ConocoPhillips development. The GDP included an approximately 2.5 million sq. ft. development cap, set allowed land uses, setbacks, parking standards, and required a minimum public land dedication of 12%, matching the minimum code requirement. The development was intended to be a research campus for ConocoPhillips. ConocoPhillips later abandoned its development plans due to a corporate restructuring. While the preliminary PUD and Subdivision Plat have expired, the 2010 ConocoPhillips Campus GDP and the Zoning Agreement do not expire and currently govern development of the property.

Louisville City Council approved a final subdivision plat in 2024 for development of the property according to the existing development plan. The current development plan will transform the vacant 475 acre site into a mixed-use innovation campus focused on delivering life sciences, research & development, manufacturing, industrial, office and retail buildings.

Anticipated land uses within Redtail Ridge include a mix of hospital, medial office, light industrial, commercial, and office uses, all of which are permitted by the 2010 ConocoPhillips GDP.

DRAFT

Map of the proposed area*

Attachment #1

Upload up to 10 supported files: PDF or image. Max 10 MB per file.

3 - Potential for Business Development & Job Growth (C.R.S. 39-36-104(1)(b)(II))

In this section please describe how the establishment of this proposed CHIPS Zone will expand the semiconductor industry and employment in the state. Please include any known affected companies, what an anticipated expansion would entail (in terms of capital expenditure, planned square footage, production lines, output, etc), and the anticipated number of net new jobs.

Description of the planned zone's semiconductor manufacturing business development and job creation potential*

The CTC is home to a majority of the City's 20,000 jobs. We anticipate job growth within the CTC from expansion of existing businesses, as well as new employment for new businesses as the CTC continues to grow out.

Upon development, Redtail Ridge is expected to generate approximately 10,500 jobs.

Affected companies - list one per line

- AMP Robotics
- Honeywell
- Lilly
- Molecular Products
- QuSpin
- Sierra Space
- Solid Power
- Tendeg
- Umoja Biopharma
- Vaisala

Anticipated net new jobs

It's anticipated that there will be significant job growth within the CTC as it nears full development. At full build out, it's expected that Redtail Ridge will generate approximately 10,500 jobs.

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Anticipated expansion metrics (capital expenditure, square footage, output, etc)

Both the CTC and Redtail Ridge offer space for new semiconductor and advanced manufacturing companies, both vacant and existing. Their location in Louisville gives both of these areas access to a sufficient labor pool and close proximity to higher education. Louisville has more than 20,000 jobs and nearly 70% of its population have a bachelor's degree or higher.

Louisville's proximity to a highly-educated workforce, universities and lab space all make Louisville a prime location for semi-conductor operations to locate, as well as other advanced industries. The access to talent and space provide ample opportunity for business innovation, collaboration and partnerships across industry. Both the CTC and Redtail Ridge are large industrial parks that provide space for industries across size and specialization.

The Colorado Technology Center includes over 5 million square feet of existing commercial and industrial space. This amount is expected to reach 5.8 million sf at full buildout. The CTC currently has a significant portion of research and development, advanced manufacturing, and semiconductor manufacturing users. It's anticipated that future growth in this area will continue to focus on these industries.

Based on the 2010 GDP, Redtail Ridge will include 15.1 acres dedicated to research/office and facilities for the research, development, manufacturing, fabrication, processing, or assembly of scientific or technical products. The full development is expected to include an industrial and medical research park and more than 500,000 SF of office space.

The development will generate approximately $43 million in local taxes and fees throughout construction and $24.4 million annually in commercial property tax revenue at full build out. Once the project is completed, it's estimated that the development will generate $4.9 billion in annual economic activity.

The access to a skilled and educated workforce, as well as the proximity to the CTC should make Retail Ridge attractive to potential advanced manufacturing businesses looking to locate in Colorado. As a new development, Redtail Ridge will have the infrastructure in place to support many different types of manufacturing uses. As part of the development, Campus Drive will be extended and over $25 million in investments will be made to Campus Drive, further connecting Redtail to employees and partners.

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4 - Support & Consistency with Area Economy (C.R.S. 39-36-104(1)(b)(III))

In this section please describe any vision of the local economy and its future growth, and how this proposed CHIPS Zone fits into that vision. You may include a relevant attachment, such as an economic development plan that supports this section.

Description of how the proposed zone will support and be consistent with maintenance of the area's economy*

Louisville boasts a robust economy with growing businesses in the semi-conductor, advanced manufacturing, aerospace, life science, and other compatible high growth industries. Louisville also participates in Colorado Hub for Health Impact as a member of the US 36 Corridor Economic Development Coalition.

The US 36 Corridor supports over 300,000 jobs from startups to Fortune 500 companies. The region also features a wide range of growing industry clusters and a millennial workforce relatively greater than the national average. With a high concentration of businesses in life sciences and other advanced industries, coupled with a wide selection of commercial spaces within 45 minutes of a major international airport, the U.S. 36 corridor is an ideal location for innovative and fast-growing businesses.

Expanded access to state incentives will help support existing local businesses within the CTC. CHIPS Zone designation would serve as an attraction tool for both Redtail Ridge and the CTC, making state incentives available to new businesses looking to locate within Louisville.

Description of how the applicant intends to promote, support, and/or commit any type of resources to the proposed zone, which may include - but not be limited to - workforce support, marketing/business development, financial support, or other benefits*

The City of Louisville has an existing Business Assistance Program (BAP) that can provide financial incentives to new and expanding businesses within Louisville. Because any new or expanding businesses locating in either Redtail Ridge or the CTC would be eligible for participation in our BAP program, CHIPS Zone designation could be paired with the BAP program to help serve as an additional attraction tool to provide financial assistance to these businesses.

Louisville provides financial support to the Boulder Small Business Development Center and Workforce Boulder to support new and existing businesses with workforce development, training, and operational assistance. In addition we work with brokers and

DRAFT

the real estate community to help make sure that new and existing businesses are aware of programs and assistance that they are eligible for, such as the CHIPS Zone.

As a member of the US 36 Corridor Coalition, Louisville's CHIP Zone Designation would also help the region attract more advanced manufacturing and semiconductor businesses. This would support Colorado Hub for Health Impact's goal of attracting new life science companies, talent, and investors to Colorado.

Optional supporting documentation

Upload up to 5 supported files. Max 10 MB per file.

5 - Other Information (C.R.S. 39-36-104(1)(b)(IV))

In this section please provide a resolution that demonstrates the authority to pursue a CHIPS Zone Designation.

Resolution - must be signed*

Attachment #2

Upload up to 10 supported files. Max 10 MB per file.

DRAFT



HOUSE BILL 23-1260

BY REPRESENTATIVE(S) Soper and Valdez, Woodrow, Amabile, Bird, Boesenecker, Brown, Dickson, Froelich, Hamrick, Jodeh, Lieder, Lindsay, Lindstedt, Lynch, McCormick, Michaelson Jenet, Parenti, Ricks, Sharbini, Snyder, Titone, Vigil, Young, McCluskie, English, Joseph, Marshall, Mauro, Taggart, Velasco, Willford;
also SENATOR(S) Baisley and Priola, Bridges, Hansen, Jaquez Lewis, Marchman, Roberts, Rodriguez, Smallwood.

CONCERNING TAX INCENTIVES TO MAXIMIZE INVESTMENTS IN SEMICONDUCTOR AND ADVANCED MANUFACTURING IN COLORADO, AND, IN CONNECTION THEREWITH, AUTHORIZING THE ECONOMIC DEVELOPMENT COMMISSION TO APPROVE REFUND CERTIFICATES FOR CERTAIN INCOME TAX CREDITS, CREATING A SEMICONDUCTOR MANUFACTURING ZONE PROGRAM, MODIFYING THE COLORADO JOB GROWTH INCENTIVE TAX CREDIT FOR SEMICONDUCTOR AND ADVANCED MANUFACTURING, CREATING AN ADVANCED INDUSTRIES TASK FORCE, AND MAKING AN APPROPRIATION.

Be it enacted by the General Assembly of the State of Colorado:

SECTION 1. In Colorado Revised Statutes, **add** 24-46-108 as follows:

Capital letters or bold & italic numbers indicate new material added to existing law; dashes through words or numbers indicate deletions from existing law and such material is not part of the act.

24-46-108. Refundable income tax credits for certain businesses located in the state - definitions - repeal. (1) AS USED IN THIS SECTION, UNLESS THE CONTEXT OTHERWISE REQUIRES:

(a) "ADVANCED MANUFACTURING" MEANS THE USE OF INNOVATIVE TECHNOLOGIES AND PROCESSES TO ENHANCE EXISTING AND CREATE NEW PRODUCTS, INCLUDING, BUT NOT LIMITED TO, PRODUCTION ACTIVITIES THAT DEPEND ON AUTOMATION, COMPUTATION, ENHANCED PROTOTYPING, LASERS, NETWORKING, ROBOTICS, SENSING, SIMULATION, AND SOFTWARE, AND OTHER SIMILAR ACTIVITIES AS MAY BE DETERMINED BY THE COMMISSION, IN THIS STATE.

(b) "ARPA" MEANS THE FEDERAL "AMERICAN RESCUE PLAN ACT OF 2021", PUB.L. 117-2, AS AMENDED.

(c) "CHIPS ACT" MEANS THE FEDERAL "CREATING HELPFUL INCENTIVES TO PRODUCE SEMICONDUCTORS AND SCIENCE ACT OF 2022", PUB.L. 117-167, AS AMENDED.

(d) "DEPARTMENT" MEANS THE DEPARTMENT OF REVENUE.

(e) "INCOME TAX CREDIT" MEANS AN INCOME TAX CREDIT ALLOWED TO A TAXPAYER UNDER SECTION 39-30-104, 39-30-105.1, 39-30-105.5, OR 39-22-531 (2) AND (3)(a)(I)(D).

(f) "INVESTOR" MEANS A PARTNER, SHAREHOLDER, OR MEMBER OF A TAX PAYER THAT IS A PARTNERSHIP, LIMITED LIABILITY COMPANY, S CORPORATION, OR OTHER SIMILAR PASS-THROUGH ENTITY.

(g) "OFFICE" MEANS THE COLORADO OFFICE OF ECONOMIC DEVELOPMENT CREATED IN SECTION 24-48.5-101.

(h) "PROJECT" MEANS A TAXPAYER'S ADVANCED MANUFACTURING OR SEMICONDUCTOR MANUFACTURING BUSINESS ACTIVITIES.

(i) "REFUND CERTIFICATE" MEANS A WRITTEN, CONDITIONAL APPROVAL BY THE COMMISSION THAT IS ASSOCIATED WITH A TAXPAYER'S APPROVED PROJECT AND THAT SETS FORTH THE MAXIMUM AMOUNT OF INCOME TAX CREDITS THAT THE TAXPAYER MAY CLAIM AS A REFUND IN

ACCORDANCE WITH THIS SECTION.

(j) (I) "SEMICONDUCTOR MANUFACTURING" MEANS THE FABRICATION, ASSEMBLY, TESTING, ADVANCED PACKAGING, PRODUCTION, OR RESEARCH AND DEVELOPMENT OF SEMICONDUCTORS, MATERIALS USED TO MANUFACTURE OR ENHANCE SEMICONDUCTORS, OR SEMICONDUCTOR MANUFACTURING EQUIPMENT IN THIS STATE FOR WHICH A TAXPAYER MAY RECEIVE FEDERAL FINANCIAL ASSISTANCE UNDER THE CHIPS ACT.

(II) THE DEFINITION OF "SEMICONDUCTOR MANUFACTURING" FOR PURPOSES OF THIS SECTION MAY BE MODIFIED OR EXPANDED BY THE COMMISSION, INCLUDING TO REFLECT ANY DIFFERENCES BETWEEN THE DEFINITION IN SUBSECTION (1)(j)(I) OF THIS SECTION AND THE DEFINITION OF "SEMICONDUCTOR MANUFACTURING" THAT MAY BE USED BY THE UNITED STATES DEPARTMENT OF COMMERCE IN IMPLEMENTING THE CHIPS ACT.

(k) "TAXPAYER" MEANS A PERSON ENGAGED IN ADVANCED MANUFACTURING OR SEMICONDUCTOR MANUFACTURING THAT IS SUBJECT TO TAX UNDER ARTICLE 22 OF TITLE 39.

(2) (a) SUBJECT TO THE LIMITATIONS SET FORTH IN SUBSECTION (2)(b) OF THIS SECTION, FOR STATE FISCAL YEARS 2023-24 THROUGH 2028-29, THE COMMISSION MAY APPROVE AND ISSUE A REFUND CERTIFICATE IF THE APPLICANT DEMONSTRATES THAT THE APPLICANT IS A TAXPAYER THAT IS ENGAGED IN OR WILL ENGAGE IN A PROJECT ELIGIBLE FOR AN INCOME TAX CREDIT. SUBJECT TO THE CONDITIONS IN SUBSECTION (7) OF THIS SECTION AND ANY OTHER CONDITIONS ESTABLISHED BY THE COMMISSION, A TAXPAYER THAT HOLDS A REFUND CERTIFICATE MAY CLAIM A REFUND OF EIGHTY PERCENT OF THE INCOME TAX CREDIT TYPES LISTED ON THE REFUND CERTIFICATE THAT ARE EARNED BY THE TAXPAYER DURING THE TWELVE YEARS FOLLOWING THE COMMISSION'S APPROVAL AND ARE NOT USED TO OFFSET THE TAXPAYER'S STATE INCOME TAXES DUE. THE LIMITATIONS ON THE AMOUNT OF CREDIT ALLOWED PER INCOME TAX YEAR SET FORTH IN SECTIONS 39-30-104 (2)(c) AND 39-30-105.5 (2) DO NOT APPLY TO INCOME TAX CREDITS REFUNDED UNDER THIS SECTION. REFUNDS OF THE INCOME TAX CREDITS CLAIMED PURSUANT TO THIS SECTION ARE A REDUCTION IN TAX REVENUE.

(b) THE COMMISSION SHALL APPROVE REFUND CERTIFICATES PURSUANT TO THIS SECTION SUBJECT TO THE FOLLOWING LIMITATIONS:

(I) THE MAXIMUM TOTAL AMOUNT OF INCOME TAX CREDITS FOR WHICH THE COMMISSION MAY APPROVE REFUND TAX CREDIT CERTIFICATES FOR ALL TAXPAYERS IS FIFTEEN MILLION DOLLARS PER FISCAL YEAR; EXCEPT THAT, IF THE COMMISSION APPROVES REFUND CERTIFICATES FOR LESS THAN FIFTEEN MILLION DOLLARS OF INCOME TAX CREDITS DURING ANY FISCAL YEAR, THE REMAINING AUTHORIZED BUT UNENCUMBERED AMOUNT OF INCOME TAX CREDITS IS ADDED TO THE MAXIMUM AMOUNT OF INCOME TAX CREDITS FOR WHICH THE COMMISSION MAY APPROVE REFUND CERTIFICATES DURING THE NEXT FISCAL YEAR;

(II) THE MAXIMUM TOTAL AMOUNT OF INCOME TAX CREDITS FOR WHICH THE COMMISSION MAY APPROVE REFUND CERTIFICATES FOR ALL TAXPAYERS FOR ALL FISCAL YEARS FROM JULY 1, 2023, THROUGH JUNE 30, 2028, IS SEVENTY-FIVE MILLION DOLLARS; EXCEPT THAT, IF THE COMMISSION HAS APPROVED REFUND CERTIFICATES FOR LESS THAN SEVENTY-FIVE MILLION DOLLARS OF INCOME TAX CREDITS ON JUNE 30, 2028, THE COMMISSION MAY APPROVE REFUND CERTIFICATES FOR NEW AND EXISTING APPLICANTS EQUAL TO THE REMAINING AMOUNT THROUGH THE FISCAL YEAR ENDING JUNE 30, 2029; AND

(III) COMPLIANCE WITH THE LIMITATIONS SET FORTH IN THIS SUBSECTION (2)(b) SHALL BE CALCULATED BASED ON THE TOTAL AMOUNT OF THE INCOME TAX CREDITS INCLUDED IN THE REFUND CERTIFICATES AND NOT EIGHTY PERCENT OF SUCH AMOUNT.

(c) (I) A TAXPAYER THAT RECEIVES A REFUND CERTIFICATE SHALL NOTIFY THE COMMISSION PROMPTLY IF THE PROJECT INCLUDED IN THE CERTIFICATE IS CANCELED, MODIFIED, OR OTHERWISE BECOMES INELIGIBLE FOR THE ESTIMATED CREDIT, IN WHICH CASE THE REFUND CERTIFICATE MAY BE CANCELED OR MODIFIED.

(II) A REFUND CERTIFICATE MAY BE REVOKED OR MODIFIED IF A TAXPAYER THAT RECEIVES A REFUND CERTIFICATE DOES NOT COMMENCE THE PROJECT APPROVED THEREIN WITHIN TWO YEARS OF THE COMMISSION'S APPROVAL OF THE REFUND CERTIFICATE OR OTHERWISE FAILS TO MEET THE TERMS OF THE REFUND CERTIFICATE.

(III) NOTWITHSTANDING THE LIMITATIONS IN SUBSECTION (2)(b) OF THIS SECTION, IF A TAXPAYER'S REFUND CERTIFICATE IS CANCELED OR MODIFIED PURSUANT TO SUBSECTION (2)(c)(I) OF THIS SECTION OR REVOKED

OR MODIFIED PURSUANT TO (2)(c)(II) OF THIS SECTION, THE AMOUNT OF THE CANCELED, REVOKED, OR MODIFIED INCOME TAX CREDITS SHALL BE AVAILABLE TO THE COMMISSION TO USE IN APPROVING OTHER TAXPAYERS' APPLICATIONS FOR A REFUND CERTIFICATE.

(3) A TAXPAYER MUST APPLY TO THE COMMISSION FOR A REFUND CERTIFICATE ALLOWED UNDER SUBSECTION (2)(a) OF THIS SECTION IN ACCORDANCE WITH DEADLINES, POLICIES, AND PROCEDURES ESTABLISHED BY THE OFFICE, IN CONSULTATION WITH THE COMMISSION, AS FOLLOWS:

(a) A TAXPAYER MUST SUBMIT AN APPLICATION INCLUDING ALL INFORMATION AND DOCUMENTATION REQUIRED FOR A PENDING PROJECT UNDER THIS SUBSECTION (3) TO THE COMMISSION PRIOR TO OBTAINING PRECERTIFICATION OF ANY INCOME TAX CREDIT FOR THE PROJECT PURSUANT TO SECTION 39-30-103 (7) OR 39-36-104 (5)(a) OR ON OR BEFORE THE FIRST DAY OF THE TAXPAYER'S CREDIT PERIOD UNDER SECTION 39-22-531 (1)(d)(II), AS APPLICABLE; AND

(b) AN APPLICATION FOR A REFUND CERTIFICATE MUST BE SUBMITTED IN A FORM PRESCRIBED BY THE OFFICE AND MUST INCLUDE:

(I) EACH INCOME TAX CREDIT TYPE FOR WHICH THE TAXPAYER INTENDS TO REQUEST A REFUND;

(II) A DESCRIPTION OF THE PROJECT THAT WILL SUPPORT EACH INCOME TAX CREDIT TYPE, INCLUDING:

(A) THE LOCATION OF THE PROJECT;

(B) THE INVESTMENT TO BE MADE FOR THE PROJECT;

(C) THE JOBS TO BE CREATED BY THE PROJECT; AND

(D) THE ANTICIPATED TOTAL AMOUNT OF INCOME TAX CREDITS TO BE GENERATED BY THE PROJECT.

(III) IDENTIFICATION OF THE TYPE AND ESTIMATED OR ACTUAL AMOUNT OF ANY ADDITIONAL INCOME TAX CREDITS OR OTHER FINANCIAL ASSISTANCE FROM ANY FEDERAL, STATE, OR LOCAL GOVERNMENT AGENCY RECEIVED, APPLIED FOR, OR INTENDED TO BE APPLIED FOR BY THE TAXPAYER

RELATED TO THE SAME PROJECT; AND

(IV) ANY OTHER INFORMATION THE OFFICE OR THE COMMISSION MAY REASONABLY REQUIRE FOR EVALUATION OF THE TAXPAYER'S APPLICATION FOR A REFUND CERTIFICATE.

(c) NOTHING IN SUBSECTION (3)(b) OF THIS SECTION REQUIRES THE DISCLOSURE TO THE PUBLIC OF ANY INFORMATION THAT REVEALS THE AMOUNT OF COMPENSATION PAID TO ANY INDIVIDUAL EMPLOYEE OF A BUSINESS, ANY COLORADO INCOME TAX RETURN, ANY INFORMATION REGARDING EXPENDITURES ON RESEARCH AND DEVELOPMENT, OR OTHER PROPRIETARY INFORMATION OF A BUSINESS INCLUDED IN A TAXPAYER'S APPLICATION.

(4) IN REVIEWING APPLICATIONS SUBMITTED PURSUANT TO SUBSECTION (3)(b) OF THIS SECTION, THE COMMISSION SHALL PRIORITIZE APPLICATIONS DEEMED ELIGIBLE FOR A REFUND CERTIFICATE AS FOLLOWS:

(a) FOR FISCAL YEARS 2023-24 AND 2024-25, THE COMMISSION SHALL GIVE HIGHEST PRIORITY TO TAXPAYERS ENGAGED IN SEMICONDUCTOR MANUFACTURING THAT HAVE RECEIVED OR ARE EXPECTED TO RECEIVE MATCHING MONEY UNDER ARPA, THE CHIPS ACT, OR OTHER FEDERAL LEGISLATION THAT PROVIDES INCENTIVES FOR SEMICONDUCTOR MANUFACTURING; AND

(b) FOR FISCAL YEARS 2025-26 THROUGH 2028-29, THE COMMISSION SHALL GIVE HIGHEST PRIORITY TO TAXPAYERS ENGAGED IN ADVANCED MANUFACTURING OR SEMICONDUCTOR MANUFACTURING THAT HAVE RECEIVED OR ARE EXPECTED TO RECEIVE MATCHING MONEY UNDER ARPA, THE CHIPS ACT, OR OTHER FEDERAL LEGISLATION THAT PROVIDES INCENTIVES FOR ADVANCED MANUFACTURING OR SEMICONDUCTOR MANUFACTURING.

(5) THE COMMISSION, TAKING INTO CONSIDERATION THE PRIORITY ASSESSMENT CONDUCTED PURSUANT TO SUBSECTION (4) OF THIS SECTION, SHALL APPROVE OR DENY APPLICATIONS FOR REFUND CERTIFICATES IN ITS DISCRETION BASED ON THE FOLLOWING CRITERIA:

(a) WHETHER THE TAXPAYER WAS PREVIOUSLY AWARDED A REFUND CERTIFICATE UNDER THIS SECTION;

(b) THE TYPE AND AMOUNT OF ALL FEDERAL, STATE, AND LOCAL FINANCIAL ASSISTANCE RECEIVED, APPLIED FOR, OR INTENDED TO BE APPLIED FOR BY THE TAXPAYER, AS DISCLOSED PURSUANT TO SUBSECTION (3)(b)(III) OF THIS SECTION, AND THE MANNER IN WHICH THE GOVERNMENTAL ENTITY OFFERING THE APPLICABLE FINANCIAL ASSISTANCE HAS BENEFITTED OR MAY BENEFIT THEREFROM;

(c) THE SIZE OF THE TAXPAYER'S CURRENT OPERATION IN THE STATE RELATIVE TO THE STATE AS A WHOLE AND THE REGION OF THE STATE IN WHICH THE TAXPAYER IS BASED;

(d) ANY STRATEGIC ECONOMIC BENEFITS THAT THE TAXPAYER PROVIDES WITH EXISTING OPERATIONS TO THE STATE OR REGION IN TERMS OF SUPPLY CHAIN, BENEFITS TO OTHER INDUSTRIES, OR OTHER SPILLOVER BENEFITS; AND

(e) ANY ADDITIONAL FORTHCOMING ECONOMIC DEVELOPMENT BENEFITS THAT THE TAXPAYER MAY PROVIDE TO THE STATE OR REGION BASED ON COMMITMENTS THAT THE TAXPAYER HAS RECENTLY MADE OR PROPOSES TO MAKE IN THE NEAR TERM.

(6) (a) THE COMMISSION MAY APPROVE ALL, PART, OR NONE OF THE AMOUNT OF A TAXPAYER'S APPLICATION FOR A REFUND CERTIFICATE MADE PURSUANT TO SUBSECTION (3)(b) OF THIS SECTION. IF THE COMMISSION APPROVES A TAXPAYER'S APPLICATION IN PART, THE COMMISSION MAY APPROVE ADDITIONAL REFUND CERTIFICATES UP TO THE FULL AMOUNT OF THE TAXPAYER'S ORIGINAL APPLICATION IN A SUBSEQUENT FISCAL YEAR THROUGH FISCAL YEAR 2028-29.

(b) UPON APPROVAL BY THE COMMISSION, AND AFTER THE SATISFACTION OF ANY CONTINGENCIES IMPOSED PURSUANT TO SUBSECTION (10) OF THIS SECTION, THE OFFICE SHALL ISSUE A REFUND CERTIFICATE THAT DESCRIBES THE TAXPAYER'S APPROVED PROJECT, INCLUDING THE INFORMATION REQUIRED UNDER SUBSECTION (3)(b)(II) OF THIS SECTION, AND SETS FORTH THE MAXIMUM AMOUNT OF INCOME TAX CREDITS THAT THE TAXPAYER MAY CLAIM AS A REFUND IN ACCORDANCE WITH THIS SECTION.

(c) IF A TAXPAYER RECEIVING A REFUND CERTIFICATE PURSUANT TO THIS SECTION IS A PARTNERSHIP, LIMITED LIABILITY COMPANY, S CORPORATION, OR OTHER SIMILAR PASS-THROUGH ENTITY, THE TAXPAYER

MAY ALLOCATE THE APPROVED MAXIMUM TOTAL AMOUNT OF CREDIT WHICH THE TAXPAYER MIGHT EARN AND USE TO CLAIM A REFUND IN CONNECTION WITH THE TAXPAYER'S PROJECT AMONG ITS INVESTORS IN ANY MANNER AGREED TO BY THE INVESTORS. THE TAXPAYER SHALL CERTIFY TO THE OFFICE THE AMOUNT OF CREDIT ALLOCATED TO EACH INVESTOR AND THE OFFICE SHALL ISSUE REFUND CERTIFICATES IN THE APPROPRIATE AMOUNTS TO EACH INVESTOR. EACH INVESTOR IS ALLOWED TO CLAIM A REFUND OF EIGHTY PERCENT OF THE AMOUNT OF THE CREDIT SUBJECT TO ANY RESTRICTIONS SET FORTH IN THIS SECTION.

(7) TO CLAIM A REFUND IN CONNECTION WITH AN APPROVED REFUND CERTIFICATE, A TAXPAYER MUST:

(a) COMMENCE THE PROJECT APPROVED BY THE COMMISSION IN THE REFUND CERTIFICATE BEFORE THE REFUND CERTIFICATE IS CANCELED, REVOKED, OR MODIFIED BY THE COMMISSION PURSUANT TO SUBSECTION (2)(c) OF THIS SECTION;

(b) EARN ONE OR MORE INCOME TAX CREDITS IN CONNECTION WITH THE APPROVED PROJECT IN ACCORDANCE WITH SECTION 39-30-104, 39-30-105.1, 39-30-105.5, OR 39-22-531 (2) AND (3)(a)(I)(D), NOT LATER THAN TWELVE YEARS FROM THE DATE THE REFUND CERTIFICATE FOR THE INCOME TAX CREDIT IS APPROVED BY THE COMMISSION;

(c) APPLY THE INCOME TAX CREDITS TO THE TAXPAYER'S STATE INCOME TAX LIABILITY, IF ANY, FOR THE INCOME TAX YEAR IN WHICH A REFUND IS CLAIMED;

(d) SUBMIT ALL REQUIRED RECORDS AND INFORMATION TO THE DEPARTMENT ON OR BEFORE THE DUE DATE, INCLUDING EXTENSIONS, FOR FILING THE TAXPAYER'S STATE INCOME TAX RETURN FOR THE INCOME TAX YEAR IN WHICH AN INCOME TAX CREDIT IN EXCESS OF THE AMOUNT APPLIED FOR PURSUANT TO SUBSECTION (7)(c) OF THIS SECTION WILL BE REFUNDED, INCLUDING:

(I) ALL RECORDS AND INFORMATION NECESSARY TO CLAIM THE INCOME TAX CREDIT EARNED IN CONNECTION WITH THE TAXPAYER'S APPROVED PROJECT, INCLUDING THE REQUIRED CERTIFICATION UNDER SECTION 39-30-103 (7) OR 39-36-104 (5);

(II) THE REFUND CERTIFICATE ASSOCIATED WITH THE PROJECT THROUGH WHICH THE TAXPAYER EARNED THE INCOME TAX CREDIT AND THE AMOUNT OF THE CREDIT;

(III) A REFUND ELECTION STATEMENT ON A FORM PRESCRIBED BY THE DEPARTMENT; AND

(IV) ANY ADDITIONAL DOCUMENTATION REQUIRED BY SECTION 39-36-106 (1)(b) OR OTHERWISE REQUIRED BY LAW;

(e) SUBJECT TO THE LIMITATION IN SUBSECTION (8) OF THIS SECTION, AGREE TO RECEIVE A REFUND OF THE EIGHTY PERCENT OF THE AMOUNT OF THE CREDIT REMAINING AFTER APPLYING THE CREDIT UNDER SUBSECTION (7)(c) OF THIS SECTION AND FORGO THE REMAINING TWENTY PERCENT OF THE AMOUNT CLAIMED AS A REFUND; AND

(8) A TAXPAYER MAY NOT CLAIM CUMULATIVE REFUNDS IN EXCESS OF THE MAXIMUM TOTAL AMOUNT OF INCOME TAX CREDITS THAT THE COMMISSION HAS APPROVED IN THE REFUND CERTIFICATE. ANY CREDIT EARNED IN EXCESS OF THE AMOUNT IN THE REFUND CERTIFICATE AND FORGONE UNDER SUBSECTION (7)(e) OF THIS SECTION IS RETAINED BY THE TAXPAYER AND MAY BE USED IN ACCORDANCE WITH THE STATUTE PURSUANT TO WHICH IT WAS EARNED.

(9) ON OR BEFORE SEPTEMBER 30, 2023, AND ON OR BEFORE SEPTEMBER 30 OF EACH CALENDAR YEAR THEREAFTER THROUGH SEPTEMBER 30, 2029, THE COMMISSION SHALL PROVIDE THE DEPARTMENT ALL RECORDS AND INFORMATION REQUIRED BY THE DEPARTMENT TO ESTABLISH THAT A TAXPAYER IS APPROVED TO CLAIM REFUNDABLE INCOME TAX CREDITS UP TO THE MAXIMUM TOTAL AMOUNT APPROVED BY THE COMMISSION IN CONNECTION WITH THE TAXPAYER'S PROJECT AS SET FORTH IN THE TAXPAYER'S REFUND CERTIFICATE FOR THE PRECEDING CALENDAR YEAR OR ANY FISCAL YEAR ENDING IN THE PRECEDING CALENDAR YEAR. THE REPORT MUST CONTAIN THE FOLLOWING INFORMATION FOR EACH TAXPAYER:

(a) THE TAXPAYER'S NAME;

(b) THE TAXPAYER'S COLORADO ACCOUNT NUMBER AND FEDERAL EMPLOYER IDENTIFICATION NUMBER;

(c) EACH INCOME TAX CREDIT TYPE FOR WHICH THE TAXPAYER MAY REQUEST A REFUND, AS IDENTIFIED PURSUANT TO SUBSECTION (3)(b)(I) OF THIS SECTION AND IN THE TAXPAYER'S REFUND CERTIFICATE;

(d) A DESCRIPTION OF THE TAXPAYER'S PROJECT, INCLUDING THE INFORMATION FROM SUBSECTION (3)(b)(II), APPROVED IN THE REFUND CERTIFICATE AS THE BASIS FOR THE TAXPAYER'S INCOME TAX CREDIT CLAIM; AND

(e) THE MAXIMUM TOTAL AMOUNT OF CREDIT THE TAXPAYER MAY USE TO CLAIM A REFUND PURSUANT TO THIS SECTION AS STATED IN THE REFUND CERTIFICATE.

(10) THE COMMISSION, IN CONSULTATION WITH THE OFFICE, MAY ESTABLISH ADDITIONAL POLICIES, PROCEDURES, REQUIREMENTS, AND GUIDELINES TO ADMINISTER THE APPLICATION PROCESS FOR AND APPROVAL OF REFUND CERTIFICATES PURSUANT TO THIS SECTION INCLUDING, BUT NOT LIMITED TO:

(a) A LIMIT ON THE TOTAL REFUND AMOUNT THAT MAY BE APPROVED BY THE COMMISSION FOR A SINGLE TAXPAYER IN A GIVEN YEAR;

(b) A LIMIT ON THE TOTAL REFUND AMOUNT THAT MAY BE APPROVED BY THE COMMISSION FOR A SINGLE TAXPAYER FOR MULTIPLE YEARS OR ALL YEARS FOR WHICH THE TAXPAYER HAS APPLIED FOR A REFUND CERTIFICATE;

(c) A LIMIT ON THE TOTAL REFUND AMOUNT THAT MAY BE APPROVED BY THE COMMISSION FOR A SPECIFIED SEMICONDUCTOR OR ADVANCED MANUFACTURING ACTIVITY;

(d) THE ADOPTION OF NEW OR MODIFICATION OF EXISTING POLICIES, PROCEDURES, REQUIREMENTS, OR GUIDELINES TO ALIGN WITH FEDERAL STATUTES, REGULATIONS, OR GUIDELINES AS NEEDED TO FACILITATE TAXPAYER ELIGIBILITY FOR FEDERAL FINANCIAL ASSISTANCE UNDER ARPA, THE CHIPS ACT, AND OTHER SIMILAR FEDERAL LEGISLATION, INCLUDING BY ENSURING THAT THE TAX INCENTIVES AVAILABLE PURSUANT TO THIS SECTION QUALIFY AS "COVERED INCENTIVES" ACCORDING TO 15 U.S.C. SEC. 4651 (3); OR

(e) CONTINGENCIES THAT MUST BE SATISFIED BY THE TAXPAYER

BEFORE THE TAXPAYER CAN OBTAIN A REFUND CERTIFICATE.

(11) THIS SECTION IS REPEALED, EFFECTIVE JANUARY 1, 2045.

SECTION 2. In Colorado Revised Statutes, **add** 24-48.5-134 as follows:

24-48.5-134. Advanced manufacturing and STEM industries task force - creation - duties - definition - repeal. (1) AS USED IN THIS SECTION, UNLESS THE CONTEXT OTHERWISE REQUIRES:

(a) "OFFICE" MEANS THE OFFICE OF ECONOMIC DEVELOPMENT CREATED IN SECTION 24-48.5-101.

(b) "TASK FORCE" MEANS THE ADVANCED MANUFACTURING AND STEM INDUSTRIES TASK FORCE CREATED IN SUBSECTION (2)(a) OF THIS SECTION.

(2) (a) THE ADVANCED MANUFACTURING AND STEM INDUSTRIES TASK FORCE IS CREATED IN THE OFFICE. THE TASK FORCE CONSISTS OF THE FOLLOWING MEMBERS:

(I) TWO MEMBERS OF THE HOUSE OF REPRESENTATIVES, ONE APPOINTED BY THE SPEAKER OF THE HOUSE OF REPRESENTATIVES AND ONE APPOINTED BY THE MINORITY LEADER OF THE HOUSE OF REPRESENTATIVES;

(II) TWO MEMBERS OF THE SENATE, ONE APPOINTED BY THE PRESIDENT OF THE SENATE AND ONE APPOINTED BY THE MINORITY LEADER OF THE SENATE;

(III) TWO REPRESENTATIVES OF THE OFFICE WITH EXPERIENCE IN THE ADMINISTRATION OF THE ADVANCED INDUSTRIES ACCELERATION GRANT PROGRAM, CREATED IN SECTION 24-48.5-117 (3), OR OTHER BUSINESS FUNDING AND INCENTIVES, APPOINTED BY THE DIRECTOR OF THE OFFICE;

(IV) AT LEAST FOUR INDUSTRY REPRESENTATIVES FROM BUSINESSES SUPPORTED BY THE ADVANCED INDUSTRIES ACCELERATION GRANT PROGRAM, WHICH MAY INCLUDE ADVANCED MANUFACTURING, AEROSPACE, BIOSCIENCE, ELECTRONICS, ENERGY AND NATURAL RESOURCES, INFRASTRUCTURE ENGINEERING, OR TECHNOLOGY AND INFORMATION

BUSINESSES, APPOINTED BY THE DIRECTOR OF THE OFFICE; AND

(V) THE DIRECTOR OF THE OFFICE OR THE DIRECTOR'S DESIGNEE.

(b) MEMBERS OF THE TASK FORCE SHALL ELECT ONE MEMBER TO SERVE AS CHAIRPERSON.

(c) MEMBERS OF THE TASK FORCE SHALL SERVE WITHOUT COMPENSATION OTHER THAN REIMBURSEMENT FOR REASONABLE AND ACTUAL EXPENSES INCURRED TO ATTEND MEETINGS.

(3) (a) THE TASK FORCE SHALL MEET AT LEAST TWICE DURING THE 2023 INTERIM PERIOD TO:

(I) STUDY THE EFFECTIVENESS OF EXISTING FINANCIAL INCENTIVES, SUPPORT, RESOURCES, AND DEVELOPMENT STRATEGIES FOR ADVANCED MANUFACTURING AND OTHER SCIENCE, TECHNOLOGY, ENGINEERING, AND MATH (STEM) COMPANIES IN COLORADO;

(II) EXAMINE OTHER STATES' STATUTES, REGULATIONS, AND POLICIES INTENDED TO ATTRACT AND PROMOTE THE DEVELOPMENT OF ADVANCED MANUFACTURING AND OTHER STEM COMPANIES; AND

(III) IDENTIFY ANY RECOMMENDED LEGISLATION OR CHANGES IN ADMINISTRATIVE RULES OR POLICIES TO MAKE COLORADO'S ADVANCED MANUFACTURING AND OTHER STEM INDUSTRIES MORE NATIONALLY COMPETITIVE.

(b) THE TASK FORCE SHALL REPORT ITS FINDINGS TO THE GENERAL ASSEMBLY AND THE GOVERNOR IN ACCORDANCE WITH SECTION 24-1-136 (9). THE REPORT SHALL BE SUBMITTED NO LATER THAN DECEMBER 1, 2023, AND SHALL CONTAIN THE TASK FORCE'S RECOMMENDATIONS FOR ALL ISSUES ON WHICH TWO-THIRDS OR MORE OF ITS MEMBERS AGREE. A MINORITY REPORT OF ANY ISSUES INCLUDED IN THE REPORT MUST BE INCLUDED AT THE REQUEST OF ONE OR MORE OF THE DISSENTING MEMBERS.

(c) THE OFFICE SHALL PROVIDE SUCH SERVICES AS THE TASK FORCE MAY REQUEST, INCLUDING:

(I) ADMINISTRATIVE ASSISTANCE, MEETING SPACE, AND OTHER

NECESSARY FACILITIES AND SUPPORT SERVICES;

(II) POSTAGE AND PRINTING;

(III) ARRANGING FOR, COORDINATING, AND KEEPING RECORDS OF MEETINGS; AND

(IV) PREPARATION AND DISTRIBUTION OF NOTICES, AGENDAS, MINUTES, AND REPORTS.

(d) THE OFFICE MAY, IN THE DISCRETION OF THE DIRECTOR, CONTRACT WITH AN INDEPENDENT FACILITATOR TO SUPPORT THE TASK FORCE, INCLUDING BY ASSISTING IN DRAFTING THE REPORT REQUIRED BY SUBSECTION (3)(b) OF THIS SECTION.

(4) THIS SECTION IS REPEALED, EFFECTIVE JULY 1, 2025.

SECTION 3. In Colorado Revised Statutes, 39-21-113, **amend** (22) as follows:

39-21-113. Reports and returns - rule - repeal. (22) Notwithstanding the provisions of this section, the executive director shall supply the Colorado office of economic development with information relating to the actual amount of any enterprise zone tax credit claimed pursuant to article 30 of this title OR ANY CHIPS ZONE TAX CREDIT CLAIMED PURSUANT TO ARTICLE 36 OF THIS TITLE as well as information submitted to and aggregated by the department pursuant to section 39-30-111 (2) and (3) AND SECTION 39-36-106 (1) AND (3) regarding ~~the carryforward of~~ such income tax credits. Any information provided to the office pursuant to this subsection (22) shall remain confidential, and all office employees shall be subject to the limitations set forth in subsection (4) of this section and the penalties contained in subsection (6) of this section. Nothing in this subsection (22) shall prevent the office from making aggregated data regarding enterprise zone AND CHIPS ZONE tax credits available.

SECTION 4. In Colorado Revised Statutes, 39-30-104, **amend** (2)(c)(I) introductory portion, (2)(c)(III)(A), and (2.5)(a)(I) as follows:

39-30-104. Credit against tax - investment in certain property - definitions. (2) (c) (I) For income tax years commencing on or after

January 1, 2014, except as provided in ~~subparagraph (II) of this paragraph (c)~~ SECTION 24-46-108 AND SUBSECTION (2)(c)(II) OF THIS SECTION, the amount that may be claimed by a taxpayer for an income tax year AND THAT IS NOT APPLIED OR REFUNDED UNDER SECTION 24-46-108 is limited to the lesser of:

(III) (A) Except as otherwise provided in ~~sections 24-46-104.3 and 24-46-107~~ SECTIONS 24-46-104.3, 24-46-107, AND 24-46-108 and subsection (2)(c)(III)(B) of this section, any excess credit allowed pursuant to this subsection (2)(c) shall be an investment tax credit carryover to each of the fourteen income tax years following the unused credit year.

(2.5) (a) (I) Notwithstanding section 39-22-507.5 (7)(b), except as provided in ~~section 24-46-107~~ SECTIONS 24-46-107 AND 24-46-108, and except as otherwise provided in subsections (2.5)(a)(II) and (2.5)(b) of this section, any excess credit allowed pursuant to this section AND NOT APPLIED OR REFUNDED UNDER SECTION 24-46-108 shall be an investment tax credit carryover to each of the twelve income tax years following the unused credit year.

SECTION 5. In Colorado Revised Statutes, 39-30-105.1, **amend** (4)(a)(I) and (4)(a)(II) as follows:

39-30-105.1. Credit for new enterprise zone business employees - definitions. (4) (a) (I) Except as provided in ~~sections 24-46-104.3 and 24-46-107~~ SECTIONS 24-46-104.3, 24-46-107, AND 24-46-108, for any income tax year commencing on or after January 1, 2014, if the total amount of the credits claimed by a taxpayer pursuant to subsections (1)(a)(I), (1)(b), and (3)(a) of this section exceeds the amount of income taxes due on the income of the taxpayer in the income tax year for which the credits are being claimed, the amount of the credits not used as an offset against income taxes in said income tax year ~~is not allowed as a refund but~~ OR REFUNDED UNDER SECTION 24-46-108 may be carried forward as a credit against subsequent years' tax liability for a period not exceeding five years and is applied first to the earliest income tax years possible. Any amount of the credit that is not used during said period is not refundable to the taxpayer.

(II) Except as provided in ~~sections 24-46-104.3 and 24-46-107~~ SECTIONS 24-46-104.3, 24-46-107, AND 24-46-108 for any income tax year

commencing on or after January 1, 2014, if the total amount of credits claimed by a taxpayer pursuant to subsections (1)(a)(II) and (3)(b) of this section exceeds the amount of income taxes due on the income of the taxpayer in the income tax year for which the credits are being claimed, the amount of credits not used as an offset against income taxes in said income tax year ~~is not allowed as a refund but~~ AND NOT USED TO CLAIM A REFUND UNDER SECTION 24-46-108 may be carried forward as a credit against subsequent years' tax liability for a period not exceeding seven years and is applied first to the earliest income tax years possible. Any amount of the credit that is not used during said period is not refundable to the taxpayer.

SECTION 6. In Colorado Revised Statutes, 39-30-105.5, **amend** (2) introductory portion as follows:

39-30-105.5. Credit against Colorado income taxes based on expenditures for research and experimental activities. (2) Except as provided in ~~section 24-46-104.3~~ SECTIONS 24-46-104.3 AND 24-46-108, in any one tax year, the amount of such credit allowable for deduction from the taxpayer's tax liability AND NOT APPLIED OR REFUNDED UNDER SECTION 24-46-108 shall be the total of:

SECTION 7. In Colorado Revised Statutes, **add** article 36 to title 39 as follows:

ARTICLE 36
CHIPS Zone Act

39-36-101. Short title. THE SHORT TITLE OF THIS ACT IS THE "CHIPS ZONE ACT".

39-36-102. Tax preference performance statement - legislative declaration. (1) THE GENERAL ASSEMBLY FINDS AND DECLARES THAT:

(a) SEMICONDUCTORS, OR CHIPS, ARE TINY ELECTRONIC DEVICES THAT ARE FUNDAMENTAL TO MODERN INDUSTRIAL AND NATIONAL SECURITY ACTIVITIES. THESE DEVICES POWER TOOLS AS SIMPLE AS A LIGHT SWITCH AND AS COMPLEX AS A FIGHTER JET OR A SMARTPHONE. SEMICONDUCTORS ARE ALSO ESSENTIAL BUILDING BLOCKS IN EMERGING TECHNOLOGIES SUCH AS ARTIFICIAL INTELLIGENCE, 5G COMMUNICATIONS, AND QUANTUM COMPUTING.

(b) IN 2022, THE FEDERAL GOVERNMENT ENACTED THE "CREATING HELPFUL INCENTIVES FOR PRODUCING SEMICONDUCTORS AND SCIENCE ACT", OR "CHIPS AND SCIENCE ACT", PROVIDING FOR OVER FIFTY BILLION DOLLARS TO BE EXPENDED IN STRENGTHENING AND REVITALIZING THE COUNTRY'S POSITION IN SEMICONDUCTOR RESEARCH, DEVELOPMENT, AND MANUFACTURING;

(c) THE "CHIPS AND SCIENCE ACT" IS EXPECTED TO UNLOCK HUNDREDS OF BILLIONS OF DOLLARS OF PRIVATE SECTOR SEMICONDUCTOR INVESTMENT ACROSS THE COUNTRY;

(d) ENACTMENT OF A SEMICONDUCTOR MANUFACTURING ZONE, OR CHIPS ZONE, PROGRAM OF TAX INCENTIVES WILL MAXIMIZE THE OPPORTUNITY FOR COLORADO BUSINESSES TO DRAW DOWN FEDERAL DOLLARS UNDER THE CHIPS ACT AND CAPTURE SOME OF THE BILLIONS OF DOLLARS OF PRIVATE FUNDS EXPECTED TO BE SPENT IN GROWING THE COUNTRY'S SEMICONDUCTOR MANUFACTURING INDUSTRY;

(e) THE THREE TAX CREDITS AVAILABLE UNDER THE PROGRAM, FOR QUALIFIED INVESTMENTS, BUSINESS FACILITY EMPLOYEES, AND EXPENDITURES IN RESEARCH AND EXPERIMENTAL ACTIVITIES WILL ENCOURAGE INVESTMENT TO EXPAND COLORADO'S SEMICONDUCTOR MANUFACTURING CAPACITY AND MAKE COLORADO A NEW CENTER FOR INNOVATION AND RESEARCH IN THIS CRITICAL INDUSTRY;

(f) INVESTING IN SEMICONDUCTOR MANUFACTURERS IN THIS MANNER ALSO MEANS INVESTING IN COLORADO WORKERS, AS GROWTH IN THE SEMICONDUCTOR MANUFACTURING SECTOR WILL NECESSARILY RESULT IN THE CREATION AND RETENTION OF HIGH-SKILLED, WELL-COMPENSATED MANUFACTURING JOBS IN THE STATE;

(g) IN ACCORDANCE WITH SECTION 39-21-304 (1), WHICH REQUIRES ANY BILL THAT CREATES A NEW TAX EXPENDITURE TO INCLUDE A TAX PREFERENCE PERFORMANCE STATEMENT AS PART OF A STATUTORY LEGISLATIVE DECLARATION, THE GENERAL ASSEMBLY FURTHER DECLARES THAT:

(I) THE GENERAL LEGISLATIVE PURPOSES OF THE TAX CREDITS ALLOWED BY THIS ARTICLE 36 ARE:

(A) TO INDUCE CERTAIN DESIGNATED BEHAVIOR BY TAXPAYERS;

(B) TO IMPROVE INDUSTRY COMPETITIVENESS; AND

(C) TO CREATE OR RETAIN JOBS.

(II) THE SPECIFIC LEGISLATIVE PURPOSES OF THE TAX CREDITS ALLOWED BY THIS ARTICLE 36 ARE:

(A) TO IMPROVE THE COMPETITIVENESS OF COLORADO'S SEMICONDUCTOR MANUFACTURING INDUSTRY;

(B) TO INDUCE INVESTMENT IN NEW AND EXISTING SEMICONDUCTOR MANUFACTURING BUSINESSES IN THE STATE; AND

(C) TO CREATE WELL-PAYING JOBS IN THE PRIVATE SECTOR AS A RESULT OF SUCH INVESTMENT; AND

(III) THE TAX CREDIT CERTIFICATION FORMS REQUIRED FROM TAXPAYERS TO BE EXECUTED BY THE CHIPS ZONE ADMINISTRATOR PURSUANT TO SECTION 39-36-104 (5), THE ANNUAL REPORTS THAT THE ZONE ADMINISTRATOR IS REQUIRED TO MAKE TO THE COLORADO ECONOMIC DEVELOPMENT COMMISSION PURSUANT TO SECTION 39-36-104 (3)(b), AND THE ANNUAL REPORTS THAT THE DIRECTOR OF THE COLORADO OFFICE OF ECONOMIC DEVELOPMENT MUST MAKE TO THE GENERAL ASSEMBLY AND THE LEGISLATIVE AUDIT COMMITTEE UNDER SECTION 39-36-104 (3)(c), WILL PROVIDE OBJECTIVE ECONOMIC DEVELOPMENT DATA POINTS THAT WILL ALLOW THE GENERAL ASSEMBLY AND THE STATE AUDITOR TO MEASURE THE EFFECTIVENESS OF THE CHIPS ZONE TAX CREDITS.

39-36-103. Definitions. (1) AS USED IN THIS ARTICLE 36, UNLESS THE CONTEXT OTHERWISE REQUIRES:

(a) "CERTIFICATION" MEANS THE WRITTEN TAX CREDIT CERTIFICATE DOCUMENTING A TAXPAYER'S INCOME TAX CREDIT CLAIM PURSUANT TO SECTION 39-30-104, 39-30-105.1, OR 39-30-105.5 AND THE ESTIMATED VALUE OF EACH CREDIT CERTIFIED BY THE CHIPS ZONE ADMINISTRATOR, FOR WHICH THE TAXPAYER RECEIVED PRECERTIFICATION IN ACCORDANCE WITH SECTION 39-36-104 (5)(b).

(b) "CHIPS ACT" MEANS THE FEDERAL "CREATING HELPFUL INCENTIVES TO PRODUCE SEMICONDUCTORS AND SCIENCE ACT OF 2022", PUB.L. 117-167, AS AMENDED.

(c) "CHIPS ZONE" MEANS A SEMICONDUCTOR MANUFACTURING ZONE APPROVED BY THE COMMISSION PURSUANT TO SECTION 39-36-104 (2)(a).

(d) "COMMISSION" MEANS THE COLORADO ECONOMIC DEVELOPMENT COMMISSION CREATED IN SECTION 24-46-102 (1).

(e) "DEPARTMENT" MEANS THE COLORADO DEPARTMENT OF REVENUE.

(f) "DIRECTOR" MEANS THE DIRECTOR OF THE OFFICE.

(g) "OFFICE" MEANS THE COLORADO OFFICE OF ECONOMIC DEVELOPMENT CREATED IN SECTION 24-48.5-101.

(h) "PRECERTIFICATION" MEANS THE WRITTEN PRECERTIFICATION OF A TAXPAYER'S PROPOSED PROJECT AND ANY RELATED INCOME TAX CREDIT CLAIMS PURSUANT TO SECTION 39-30-104, 39-30-105.1, OR 39-30-105.5, BY THE CHIPS ZONE ADMINISTRATOR IN RELIANCE ON THE TAXPAYER'S REPRESENTATIONS PURSUANT TO SECTION 39-36-104 (5)(a).

(i) "REFUND CERTIFICATE" HAS THE SAME MEANING AS SET FORTH IN SECTION 24-46-108 (1)(h).

(j) "SEMICONDUCTOR MANUFACTURING" HAS THE SAME MEANING AS SET FORTH IN SECTION 24-46-108 (1)(i).

(k) "TAXPAYER" MEANS A PERSON ENGAGED IN SEMICONDUCTOR MANUFACTURING THAT IS SUBJECT TO TAX UNDER ARTICLE 22 OF THIS TITLE 39.

39-36-104. Zones established - zone administrator - review - termination. (1) (a) FOR INCOME TAX YEARS COMMENCING ON OR AFTER JANUARY 1, 2023, BUT BEFORE JANUARY 1, 2036, ANY MUNICIPALITY, COUNTY, OR GROUP OF CONTIGUOUS MUNICIPALITIES OR COUNTIES MAY PROPOSE AN AREA OF SUCH MUNICIPALITY, COUNTY, OR GROUP OF

MUNICIPALITIES OR COUNTIES TO BE DESIGNATED AS A CHIPS ZONE IN ACCORDANCE WITH THE POLICIES AND PROCEDURES ESTABLISHED BY THE OFFICE AND PURSUANT TO THIS ARTICLE 36.

(b) TO PROPOSE AN AREA FOR DESIGNATION AS A CHIPS ZONE, A LOCAL GOVERNMENT SHALL SUBMIT A DEVELOPMENT PLAN TO THE DIRECTOR. THE PLAN MUST INCLUDE THE FOLLOWING ITEMS:

(I) THE BOUNDARIES OF THE PROPOSED ZONE;

(II) THE PROPOSED ZONE'S POTENTIAL FOR SEMICONDUCTOR MANUFACTURING BUSINESS DEVELOPMENT AND JOB CREATION;

(III) HOW THE PROPOSED ZONE WILL SUPPORT AND BE CONSISTENT WITH MAINTENANCE OF THE AREA'S ECONOMY; AND

(IV) ANY OTHER PERTINENT INFORMATION THE DIRECTOR OR THE COMMISSION MAY REQUIRE, WHICH MAY INCLUDE INFORMATION RELATED TO LOCAL PLANNING, CAPACITY, AND INFRASTRUCTURE.

(2) (a) THE COMMISSION, AFTER CONSULTATION WITH THE OFFICE, MAY APPROVE THE DESIGNATION OF A CHIPS ZONE.

(b) ALL DECISIONS CONCERNING THE DESIGNATION OR TERMINATION OF A CHIPS ZONE OR ANY PORTION OF A CHIPS ZONE SHALL BE MADE BY THE COMMISSION UPON THE RECOMMENDATION OF THE OFFICE.

(3) (a) THE DIRECTOR, OR THE DIRECTOR'S DESIGNEE, SHALL SERVE AS THE ZONE ADMINISTRATOR FOR ALL APPROVED CHIPS ZONES. THE COMMISSION SHALL WORK WITH THE ZONE ADMINISTRATOR TO ENSURE THAT EACH ZONE HAS ECONOMIC DEVELOPMENT OBJECTIVES WITH OUTCOMES THAT CAN BE MEASURED.

(b) THE ZONE ADMINISTRATOR SHALL SUBMIT AN ANNUAL REPORT TO THE COMMISSION SUMMARIZING THE ZONE ADMINISTRATOR'S REVIEW OF DOCUMENTATION, INCLUDING THE MOST RECENT STATISTICS AVAILABLE FOR TAXPAYERS CLAIMING CHIPS ZONE CREDITS, ON:

(I) THE NUMBER OF SEMICONDUCTOR MANUFACTURING JOBS CREATED IN THE ZONE;

(II) THE NUMBER OF SUCH JOBS RETAINED IN THE ZONE;

(III) THE AVERAGE ANNUAL COMPENSATION LEVEL, INCLUDING BENEFITS, OF THE SEMICONDUCTOR MANUFACTURING JOBS CREATED OR RETAINED WITHIN THE ZONE;

(IV) AN ANALYSIS OF CAPITAL INVESTMENT IN THE ZONE, INCLUDING THE AMOUNT OF INVESTMENT IN QUALIFYING PROPERTY FOR WHICH TAX CREDITS ARE CLAIMED PURSUANT TO SECTION 39-30-104;

(V) THE NUMBER OF BUSINESS FACILITY EMPLOYEES FOR WHICH TAX CREDITS ARE CLAIMED PURSUANT TO SECTION 39-30-105.1;

(VI) THE AMOUNT OF INVESTMENT TAX CREDITS CLAIMED PURSUANT TO SECTION 39-30-104 AND THE AMOUNT OF CREDITS FOR EMPLOYEES CLAIMED PURSUANT TO SECTION 39-30-105.1;

(VII) THE NUMBER AND AMOUNT OF TAX CREDITS BASED ON EXPENDITURES FOR RESEARCH AND EXPERIMENTAL ACTIVITIES CLAIMED PURSUANT TO SECTION 39-30-105.5; AND

(VIII) ANY OTHER INFORMATION REASONABLY REQUIRED BY THE COMMISSION TO EVALUATE THE EFFECTIVENESS OF EACH ZONE IN ACCOMPLISHING THE ECONOMIC OBJECTIVES OF THE ZONE.

(c) NOTWITHSTANDING THE REQUIREMENT IN SECTION 24-1-136 (11)(a)(I), THE DIRECTOR, OR THE DIRECTOR'S DESIGNEE, ON BEHALF OF THE COMMISSION, SHALL SUBMIT AN ANNUAL REPORT TO THE GENERAL ASSEMBLY ON OR BEFORE NOVEMBER 1, 2023, AND ON OR BEFORE NOVEMBER 1 OF EACH CALENDAR YEAR THEREAFTER THROUGH NOVEMBER 1, 2036, SUMMARIZING THE INFORMATION SUBMITTED BY THE ZONE ADMINISTRATOR TO THE COMMISSION EACH YEAR PURSUANT TO SUBSECTION (3)(b) OF THIS SECTION. THE DIRECTOR, OR THE DIRECTOR'S DESIGNEE, ON BEHALF OF THE COMMISSION SHALL MAKE AN ANNUAL PRESENTATION TO THE LEGISLATIVE AUDIT COMMITTEE THAT REVIEWS AND SUMMARIZES THE INFORMATION IN THE REPORT SUBMITTED TO THE GENERAL ASSEMBLY PURSUANT TO THIS SUBSECTION (3)(c).

(d) THE STATE AUDITOR SHALL SUBMIT A REPORT TO THE GOVERNOR AND THE GENERAL ASSEMBLY, AT THE DISCRETION OF THE STATE AUDITOR

AND THE LEGISLATIVE AUDIT COMMITTEE, EVALUATING THE IMPLEMENTATION OF THE CHIPS ZONE PROGRAM, MAKING RECOMMENDATIONS FOR STATUTORY CHANGES, IF ANY, AND INCLUDING ANY INFORMATION REQUESTED BY THE GOVERNOR OR THE GENERAL ASSEMBLY. THE EVALUATION MUST BE BASED UPON THE DATA INCLUDED IN THE ANNUAL REPORT SUBMITTED BY THE DIRECTOR ON BEHALF OF THE COMMISSION TO THE GENERAL ASSEMBLY PURSUANT TO SUBSECTION (3)(c) OF THIS SECTION AND OBJECTIVE, VERIFIABLE DATA SUBMITTED BY THE ZONE ADMINISTRATOR AND MAINTAINED BY THE OFFICE OR OBTAINED FROM THE DEPARTMENT. THE REPORT MUST ALSO INCLUDE INFORMATION CONCERNING THE NUMBER AND AMOUNT OF TAX CREDITS CLAIMED AND ALLOWED UNDER THE PROGRAM. FOR PURPOSES OF PREPARING THE REPORT REQUIRED BY THIS SUBSECTION (3)(d), THE STATE AUDITOR SHALL HAVE ACCESS TO ALL RECORDS AND DOCUMENTS APPLICABLE TO THE PROGRAM, WHETHER MAINTAINED BY THE COMMISSION, OFFICE, LOCAL GOVERNMENTS, OR THE ZONE ADMINISTRATOR.

(e) TAXPAYERS CLAIMING CHIPS ZONE CREDITS SHALL PROVIDE INFORMATION REASONABLY REQUIRED BY THE ZONE ADMINISTRATOR, THE OFFICE, OR THE COMMISSION TO EVALUATE THE EFFECTIVENESS OF EACH ZONE IN ACCOMPLISHING THE MEASURABLE ECONOMIC DEVELOPMENT OBJECTIVES TO BE ACHIEVED IN THE ZONE.

(4) (a) SUBJECT TO THE REQUIREMENTS OF SUBSECTION (5) OF THIS SECTION, EVERY TAXPAYER THAT PERFORMS AN ACT IN A CHIPS ZONE THAT WOULD QUALIFY FOR THE INCOME TAX CREDIT UNDER SECTION 39-30-104, 39-30-105.1, OR 39-30-105.5 IF THE ACT WAS PERFORMED IN AN ENTERPRISE ZONE, CREATED PURSUANT TO SECTION 39-30-103 OR 39-30-103.2, IS ALLOWED THE CREDIT PURSUANT TO THE CORRESPONDING SECTION AND THIS ARTICLE 36 WITH RESPECT TO THAT ACT.

(b) NOTWITHSTANDING SUBSECTION (4)(a) OF THIS SECTION OR ANY OTHER PROVISION IN THIS ARTICLE 36, A TAXPAYER MAY NOT CLAIM AN INCOME TAX CREDIT PURSUANT TO THIS ARTICLE 36 FOR PERFORMING AN ACT IN AN ENTERPRISE ZONE FOR WHICH THE TAXPAYER IS ALLOWED TO CLAIM AN INCOME TAX CREDIT PURSUANT TO ARTICLE 30 OF THIS TITLE 39.

(5) (a) BEFORE A TAXPAYER ENGAGES IN ANY ACTIVITY IN A CHIPS ZONE FOR WHICH THE TAXPAYER INTENDS TO CLAIM AN INCOME TAX CREDIT PURSUANT TO SECTION 39-30-104, 39-30-105.1, OR 39-30-105.5, AN

AUTHORIZED COMPANY OFFICIAL OF THE TAXPAYER'S BUSINESS OR THE TAXPAYER WHO IS THE OWNER OF THE BUSINESS MUST SUBMIT A PRECERTIFICATION FORM TO THE CHIPS ZONE ADMINISTRATOR AS SPECIFIED IN SUBSECTION (3)(a) OF THIS SECTION IN ACCORDANCE WITH THE PRECERTIFICATION PROCESS SET FORTH IN SECTION 39-30-103 (7).

(b) (I) A TAXPAYER THAT ENGAGES IN AN ACTIVITY IN A CHIPS ZONE THAT WAS PRECERTIFIED PURSUANT TO SUBSECTION (5)(a) OF THIS SECTION FOR WHICH THE TAXPAYER INTENDS TO CLAIM AN INCOME TAX CREDIT PURSUANT TO SECTION 39-30-104, 39-30-105.1, OR 39-30-105.5, MUST SUBMIT TO THE CHIPS ZONE ADMINISTRATOR ALL NECESSARY RECORDS AND INFORMATION TO ESTABLISH THAT THE TAXPAYER IS ENTITLED TO THE INCOME TAX CREDIT AND ALL DOCUMENTATION REQUIRED TO BE INCLUDED IN THE CHIPS ZONE ADMINISTRATOR'S ANNUAL REPORT PURSUANT TO SUBSECTIONS (3)(b)(I) THROUGH (3)(b)(VII) OF THIS SECTION.

(II) THE CHIPS ZONE ADMINISTRATOR, TAKING INTO CONSIDERATION THE ECONOMIC DEVELOPMENT OBJECTIVES ESTABLISHED PURSUANT TO SUBSECTION (3)(a) OF THIS SECTION FOR THE ZONE IN WHICH THE TAXPAYER ENGAGED IN THE ACTIVITY TO BE CERTIFIED, SHALL APPROVE OR DENY THE TAXPAYER'S CERTIFICATION REQUEST IN WRITING WITHIN THIRTY DAYS OF ITS SUBMISSION.

(c) A TAXPAYER SHALL SUBMIT THE APPROVED CERTIFICATION FROM THE CHIPS ZONE ADMINISTRATOR, INCLUDING ALL INFORMATION REQUIRED UNDER SUBSECTIONS (5)(a) AND (5)(b) OF THIS SECTION, ALONG WITH ANY ADDITIONAL DOCUMENTATION REQUIRED UNDER SECTION 39-36-106 (1)(b) OR OTHERWISE REQUIRED BY LAW, TO THE DEPARTMENT NO LATER THAN THE DUE DATE, INCLUDING EXTENSIONS, FOR FILING THE TAXPAYER'S STATE INCOME TAX RETURN FOR THE TAX YEAR IN WHICH A TAX CREDIT ALLOWED UNDER THIS ARTICLE 36 IS CLAIMED.

(6) (a) NOTWITHSTANDING SUBSECTION (2)(b) OF THIS SECTION, ALL CHIPS ZONES APPROVED BY THE COMMISSION PURSUANT TO SUBSECTION (2)(a) OF THIS SECTION, TERMINATE AUTOMATICALLY ON DECEMBER 31, 2040.

(b) A TAXPAYER THAT COMPLETES AN ACTIVITY IN A CHIPS ZONE THAT WAS PRECERTIFIED PURSUANT TO SUBSECTION (5)(a) OF THIS SECTION PRIOR TO THE DATE OF TERMINATION OF THE CHIPS ZONE UNDER

SUBSECTION (6)(a) OF THIS SECTION MAY SEEK CERTIFICATION TO CLAIM AN INCOME TAX CREDIT PURSUANT TO SECTION 39-30-104 OR 39-30-105.1 IN ACCORDANCE WITH THE PROCESS SET FORTH IN SECTION 39-30-103 (6)(a). NOTHING IN THIS SUBSECTION (6)(b) AUTHORIZES THE COMMISSION TO GRANT TAX BENEFITS THAT HAVE BEEN REPEALED BY THE GENERAL ASSEMBLY OR TO GRANT TAX BENEFITS IN EXCESS OF THE LIMITS OF ESTABLISHED LAW.

39-36-105. Electronic submissions - certification data to department of revenue. (1) (a) ON OR BEFORE SEPTEMBER 1, 2023, AND ON OR BEFORE SEPTEMBER 1 OF EACH CALENDAR YEAR THEREAFTER THROUGH SEPTEMBER 1, 2035, THE DIRECTOR, OR THE DIRECTOR'S DESIGNEE, SHALL TRANSMIT TO THE DEPARTMENT DATA REGARDING INCOME TAX CREDITS ALLOWED PURSUANT TO THIS ARTICLE 36 THAT ARE CERTIFIED BY THE CHIPS ZONE ADMINISTRATOR FROM JANUARY 1 THROUGH JUNE 30 OF THE SAME CALENDAR YEAR.

(b) ON OR BEFORE MARCH 31, 2024, AND ON OR BEFORE MARCH 31 OF EACH CALENDAR YEAR THEREAFTER THROUGH MARCH 31, 2036, THE DIRECTOR, OR THE DIRECTOR'S DESIGNEE, SHALL TRANSMIT TO THE DEPARTMENT DATA REGARDING INCOME TAX CREDITS ALLOWED PURSUANT TO THIS ARTICLE 36 THAT ARE CERTIFIED BY THE CHIPS ZONE ADMINISTRATOR FROM JULY 1 THROUGH DECEMBER 31 OF THE PREVIOUS CALENDAR YEAR.

(c) THE DATA REQUIRED TO BE TRANSMITTED BY THE DIRECTOR, OR THE DIRECTOR'S DESIGNEE, TO THE DEPARTMENT UNDER SUBSECTIONS (2)(a) AND (2)(b) MUST BE IN THE FORM OF ELECTRONIC REPORTS THAT INCLUDE THE FOLLOWING INFORMATION:

(I) THE TAXPAYER'S NAME;

(II) THE TAXPAYER'S COLORADO ACCOUNT NUMBER AND FEDERAL EMPLOYER IDENTIFICATION NUMBER;

(III) THE TYPE AND AMOUNT OF EACH INCOME TAX CREDIT ALLOWED UNDER THIS ARTICLE 36 AND CERTIFIED BY THE CHIPS ZONE ADMINISTRATOR FOR THE TAXPAYER FOR THE TAX YEAR; AND

(IV) ANY ASSOCIATED TAXPAYERS' NAMES, COLORADO ACCOUNT

NUMBERS, AND FEDERAL EMPLOYER IDENTIFICATION NUMBERS OR SOCIAL SECURITY NUMBERS IF THE CREDIT ALLOWED UNDER THIS ARTICLE 36 IS ALLOCATED FROM A PASS-THROUGH ENTITY TO ITS PARTNERS, SHAREHOLDERS, MEMBERS, OR OTHER CONSTITUENT TAXPAYERS.

39-36-106. Department of revenue - electronic filings - report - rules. (1) (a) FOR THE 2023 INCOME TAX YEAR AND EACH INCOME TAX YEAR THEREAFTER THROUGH THE 2035 INCOME TAX YEAR, ANY TAXPAYER THAT CLAIMS ONE OR MORE INCOME TAX CREDITS PURSUANT TO THIS ARTICLE 36 SHALL FILE A STATE INCOME TAX RETURN WITH THE DEPARTMENT IN AN ELECTRONIC FORMAT.

(b) A TAXPAYER MUST SUBMIT THE ELECTRONIC STATE INCOME TAX RETURN REQUIRED UNDER SUBSECTION (1)(a) OF THIS SECTION TOGETHER WITH:

(I) A CERTIFICATION FORM EXECUTED BY THE CHIPS ZONE ADMINISTRATOR PURSUANT TO SECTION 39-36-104 (5)(b) FOR EACH INCOME TAX CREDIT CLAIMED PURSUANT TO THIS ARTICLE 36;

(II) ANY WAIVER CERTIFICATE ISSUED BY THE COMMISSION TO THE TAXPAYER UNDER SECTION 39-30-104 (2)(c)(III)(B) WAIVING THE LIMIT ON THE AMOUNT OF THE TAXPAYER'S QUALIFIED INVESTMENT TAX CREDIT FOR THE INCOME TAX YEAR;

(III) A REFUND ELECTION STATEMENT ON A FORM PRESCRIBED BY THE DEPARTMENT FOR EACH TAX CREDIT CLAIMED PURSUANT TO THIS ARTICLE 36 FOR WHICH THE TAXPAYER ELECTS TO RECEIVE A REFUND PURSUANT TO SECTION 24-46-108;

(IV) A REFUND CERTIFICATE ISSUED BY THE COMMISSION TO THE TAXPAYER UNDER SECTION 24-46-108 APPROVING EACH INCOME TAX CREDIT CLAIMED PURSUANT TO THIS ARTICLE 36 FOR WHICH THE TAXPAYER ELECTS TO RECEIVE A REFUND; AND

(V) A CARRYFORWARD SCHEDULE INCLUDING THE TYPE AND AMOUNT OF EACH INCOME TAX CREDIT CLAIMED PURSUANT TO THIS ARTICLE 36 THAT THE TAXPAYER INTENDS TO USE IN A SUBSEQUENT TAX YEAR.

(2) THE DOCUMENTS REQUIRED UNDER SUBSECTION (1)(b) OF THIS

SECTION MUST BE FILED WITH THE DEPARTMENT NOT LATER THAN THE DUE DATE, INCLUDING EXTENSIONS, FOR FILING THE TAXPAYER'S STATE INCOME TAX RETURN FOR THE INCOME TAX YEAR IN WHICH THE INCOME TAX CREDITS ARE CLAIMED PURSUANT TO THIS ARTICLE 36.

(3) (a) FOR THE 2023 INCOME TAX YEAR AND EACH INCOME TAX YEAR THEREAFTER THROUGH THE 2035 INCOME TAX YEAR, THE DEPARTMENT SHALL AGGREGATE AND REPORT DATA ON ALL OF THE INCOME TAX CREDITS THAT ARE CLAIMED PURSUANT TO THIS ARTICLE 36 FOR EACH INCOME TAX YEAR. THE DEPARTMENT SHALL CATEGORIZE SUCH AGGREGATED DATA BY THE DATE THAT THE INCOME TAX CREDIT WAS CERTIFIED BY THE CHIPS ZONE ADMINISTRATOR, THE SPECIFIC INCOME TAX CREDIT ALLOWED PURSUANT TO THIS ARTICLE 36 THAT EACH TAXPAYER WAS AUTHORIZED TO CLAIM, AND THE TOTAL AMOUNT OF THE INCOME TAX CREDITS CLAIMED FOR EACH INCOME TAX CREDIT ALLOWED PURSUANT TO THIS ARTICLE 36.

(b) THE DEPARTMENT SHALL SUBMIT THE DATA COLLECTED PURSUANT TO SUBSECTION (1)(b)(V) OF THIS SECTION AND THE DATA AGGREGATED PURSUANT TO SUBSECTION (3)(a) OF THIS SECTION TO THE OFFICE ON AUGUST 1, 2023, AND ON AUGUST 1 EACH YEAR THEREAFTER THROUGH AUGUST 1, 2036.

(4) THE EXECUTIVE DIRECTOR OF THE DEPARTMENT, IN CONSULTATION WITH THE COMMISSION AND THE OFFICE, MAY PROMULGATE RULES AS NECESSARY FOR THE DEPARTMENT TO ADMINISTER AND ENFORCE ANY PROVISIONS OF THIS ARTICLE 36.

39-36-107. Repeal of article. THIS ARTICLE 36 IS REPEALED, EFFECTIVE JANUARY 1, 2041.

SECTION 8. In Colorado Revised Statutes, 39-22-531, **amend** (6); and **add** (3)(a)(I)(D) as follows:

39-22-531. Colorado job growth incentive tax credit - rules - definitions - repeal.

(3) (a) (I) (D) FOR INCOME TAX YEARS COMMENCING ON OR AFTER JANUARY 1, 2024, BUT PRIOR TO JANUARY 1, 2029, IF THE PROJECT CONSTITUTES ADVANCED MANUFACTURING, AS DEFINED IN SECTION

24-46-108 (1)(a), OR SEMICONDUCTOR MANUFACTURING, AS DEFINED IN SECTION 24-46-108 (1)(i), THE PROJECT MUST BRING A NET JOB GROWTH OF AT LEAST TWENTY JOBS TO THE STATE WITH AN AVERAGE YEARLY WAGE OF SEVENTY-FIVE PERCENT OR SUCH GREATER AMOUNT OF THE AVERAGE YEARLY WAGE OF THE COUNTY IN WHICH THE TAXPAYER IS LOCATED, AS THE COMMISSION DEEMS PROPER UNDER ITS DISCRETION.

(6) Except as provided in ~~sections 24-46-104.3 and 24-46-107~~ SECTIONS 24-46-104.3, 24-46-107, AND 24-46-108, if the amount of the credit allowed in this section exceeds the amount of income taxes otherwise due on the taxpayer's income in the income tax year for which the credit is being claimed, the amount of the credit not used as an offset against income taxes in the current income tax year AND NOT USED TO CLAIM A REFUND PURSUANT TO SECTION 24-46-108 may be carried forward and used as a credit against subsequent years' income tax liability for a period not to exceed ten years and shall be applied first to the earliest income tax years possible. Any credit remaining after said period shall not be refunded or credited to the taxpayer.

SECTION 9. Appropriation. (1) For the 2023-24 state fiscal year, $117,583 is appropriated to the office of the governor for use by economic development programs. This appropriation is from the general fund and is based on an assumption that the division will require an additional 1.3 FTE. To implement this act, the department may use this appropriation for the economic development commission - general economic incentives and marketing.

(2) For the 2023-24 state fiscal year, $300,108 is appropriated to the department of revenue. This appropriation is from the general fund. To implement this act, the department may use this appropriation as follows:

(a) $103,381 for use by the executive director's office for personal services related to administration and support, which amount is based on an assumption that the office will require an additional 1.4 FTE;

(b) $8,560 for use by the executive director's office for operating expenses related to administration and support;

(c) $155,525 for tax administration IT system (GenTax) support; and

(d) $32,642 for the purchase of document management services.

(3) For the 2023-24 state fiscal year, $32,642 is appropriated to the department of personnel. This appropriation is from reappropriated funds received from the department of revenue under subsection (2)(d) of this section. To implement this act, the department of personnel may use this appropriation to provide document management services for the department of revenue.

SECTION 10. Safety clause. The general assembly hereby finds, determines, and declares that this act is necessary for the immediate preservation of the public peace, health, or safety.

Julie McCluskie SPEAKER OF THE HOUSE OF REPRESENTATIVES	Steve Fenberg PRESIDENT OF THE SENATE
Robin Jones CHIEF CLERK OF THE HOUSE OF REPRESENTATIVES	Cindi L. Markwell SECRETARY OF THE SENATE

APPROVED_____
(Date and Time)

_____
Jared S. Polis
GOVERNOR OF THE STATE OF COLORADO

City of Louisville
COLORADO • SINCE 1878

CITY COUNCIL COMMUNICATION
AGENDA ITEM 8F

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

DATE: MARCH 4, 2025

PRESENTED BY: MATT POST, SENIOR PLANNER - COMMUNITY DEVELOPMENT



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

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

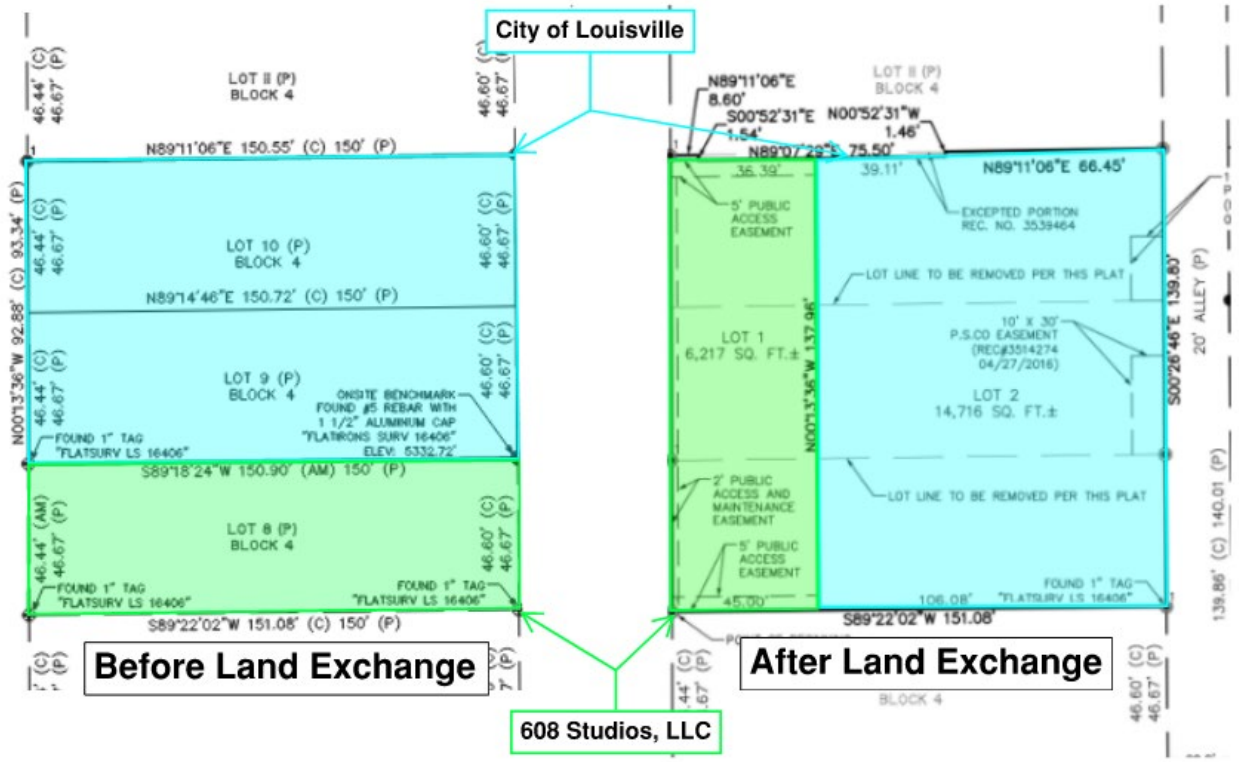
CONCEPT PLAN:
The Concept Plan Review process allows applicants to receive feedback from the City Council and the general public during the early stages of the development review process. The Concept Plan Review occurs before the applicant submits a final land use application, which will later be reviewed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

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

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

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

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



2017 Land Exchange Exhibit

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

CONCEPT PROPOSAL

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

Option 1 (**Attachment B**)

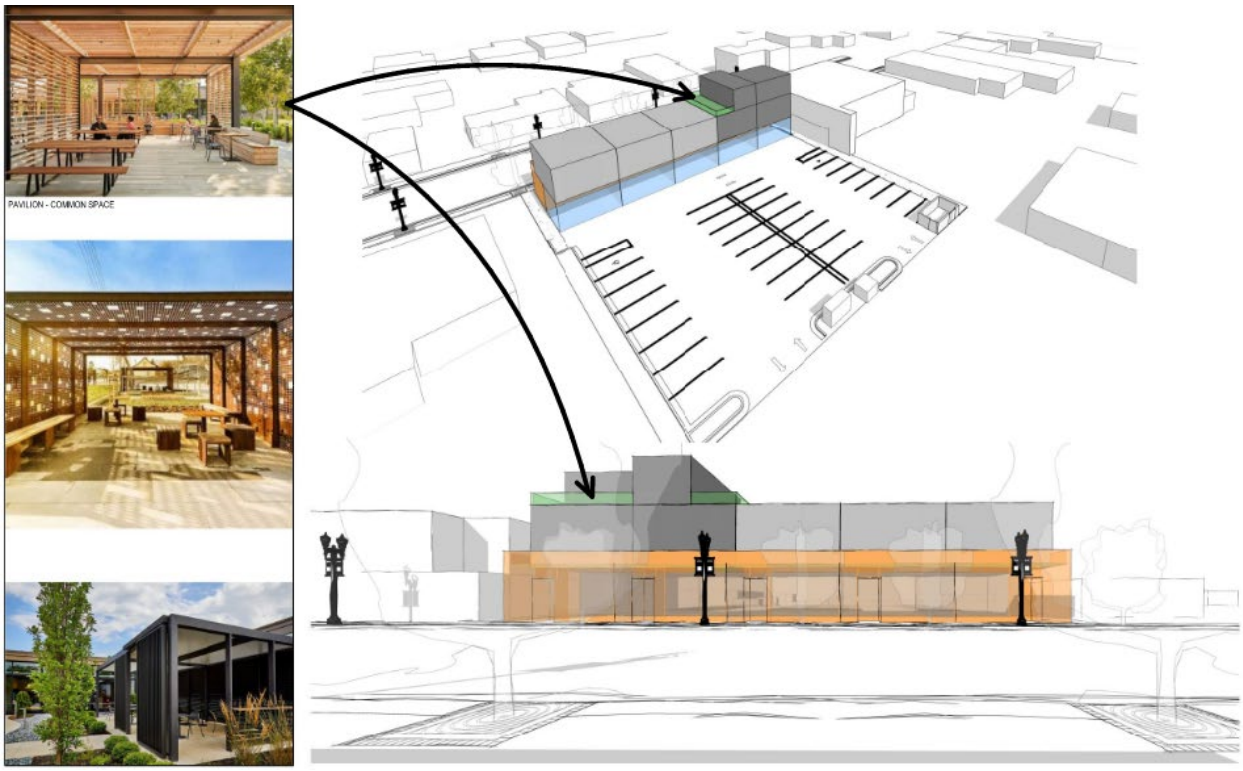
Option 1 proposes a mixed-use building with 10 residential units and ground floor commercial along Main Street. Option 1 is a full build-out of the property with a podium building design over the public parking area.



Option 1 – Voltage Concept

Option 2 (**Attachment C**)

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



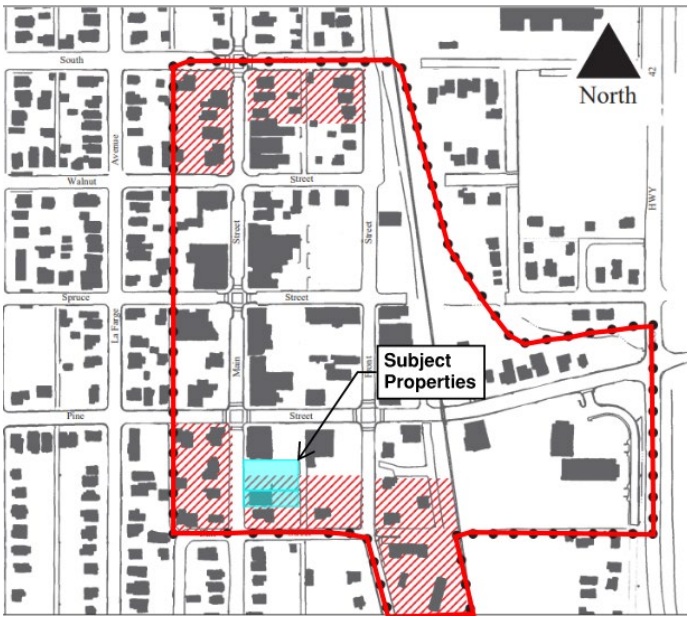
Option 2 – Voltage Concept

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

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

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

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



Downtown Map

PRELIMINARY KEY ISSUES

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

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

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

- **Parking Fee in Lieu:** The applicant may pursue a request to reduce the number of required on-site parking spaces. A request to reduce on-site parking in Downtown Louisville may be considered with payment into the Downtown Parking Improvement Fund. The fee is $23,521 per required space that is not provided. For multi-family development, a new State law prohibits the City from applying minimum parking standards to multi-family development unless the local jurisdiction finds that not having parking would have a substantial negative impact (HB24-1304). The developer would then determine the demand for residential parking and provide parking at a ratio that based on what they believe the market will demand. In this case, the proposal is to provide two garage

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

CONCLUSION:

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

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

ATTACHMENTS:

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

City of Louisville
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Community Development Department

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

Development Review Application Form

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

Property Information

Common Address(es): 608 Main St

Legal Description:

Lot 8, 9, 10 Block 4 Subdivision Town of Louisville

Lot Area: 14,716 sf Sq. Ft. or _____Acres

LAND USE PROCESS (check all that apply)

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

PROJECT DESCRIPTION:

Concept plan to discuss a 5-unit Live-Work townhouse building in downtown.

Property Owner Information

Name: Eric Fowles Entity (if applicable) 608 Main LLC

Address: 608 Main St, Louisville, CO 80027

Phone: 720-472-0104 Email: eric@voltagead.com

Application Representative Information

Name: Andy Johnson Entity (if applicable) DAJ Design

Address: 922A Main St, Louisville, CO 80027

Phone: 303-527-1100 Email: andy@dajdesign.com

Certification/Signature

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

Andy Johnson	Andy Johnson	12/20/2024
Signature*	Print Name	Date

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

DAJDESIGN
ARCHITECTURE+INTERIORS

December 19, 2024

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

RE: 608 Main St, Voltage Concept Plan

922A MAIN STREET
LOUISVILLE, CO 80027
T (303) 527-1100
INFO@DAJDESIGN.COM
WWW.DAJDESIGN.COM

Dear Mr. Post,

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

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

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

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

In 2020, the effects of covid changed the nature of required office space for Voltage, and their business model changed from needing office space to having all employees working remotely. Voltage continues to work within that business model and currently utilizes the 608 Main building to support other business opportunities. Around the same time, Voltage began to develop a curated goods business creating and producing wearable items like socks, shirts, hats, etc., along with selling one-of-a-kind artwork, athletic gear, and home items. The front ⅓ of 608 Main has acted as Voltage's retail store, and the remaining portion of the building is used as limited Voltage office space, storage, and maker space to produce their retail items.

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

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

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

922A MAIN STREET
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WWW.DAJDESIGN.COM

The Live-Work building's concept design addresses two primary standards of the Downtown Design Handbook. The first is respecting the "Core" and "Transition" zones outlined in the Handbook. The replat property is divided between the two zones. The northern ⅓ of the property is in the Core zone and the southern ⅔ of the property is in the Transition zone. The line between the Core and Transition occurs through one of the units, second from the northern end of the building. In order to maximize the allowable height and area of the overall building, part of that unit is three stories high with a walkout deck facing south.

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

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

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

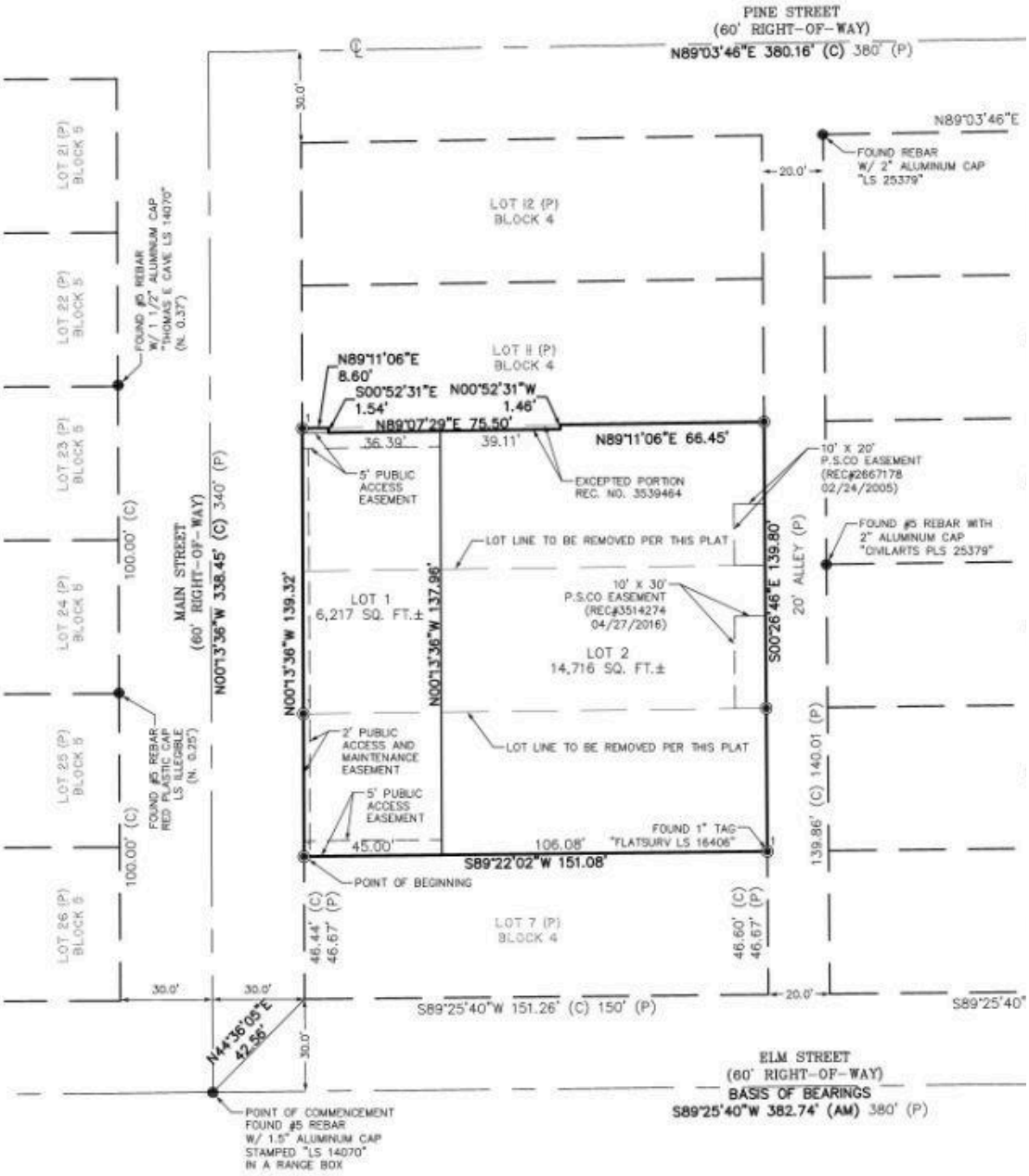
Attached to this document is the Replat representing the land swap agreement. Please contact me if you have any questions.

Regards,

Andy Johnson, AIA

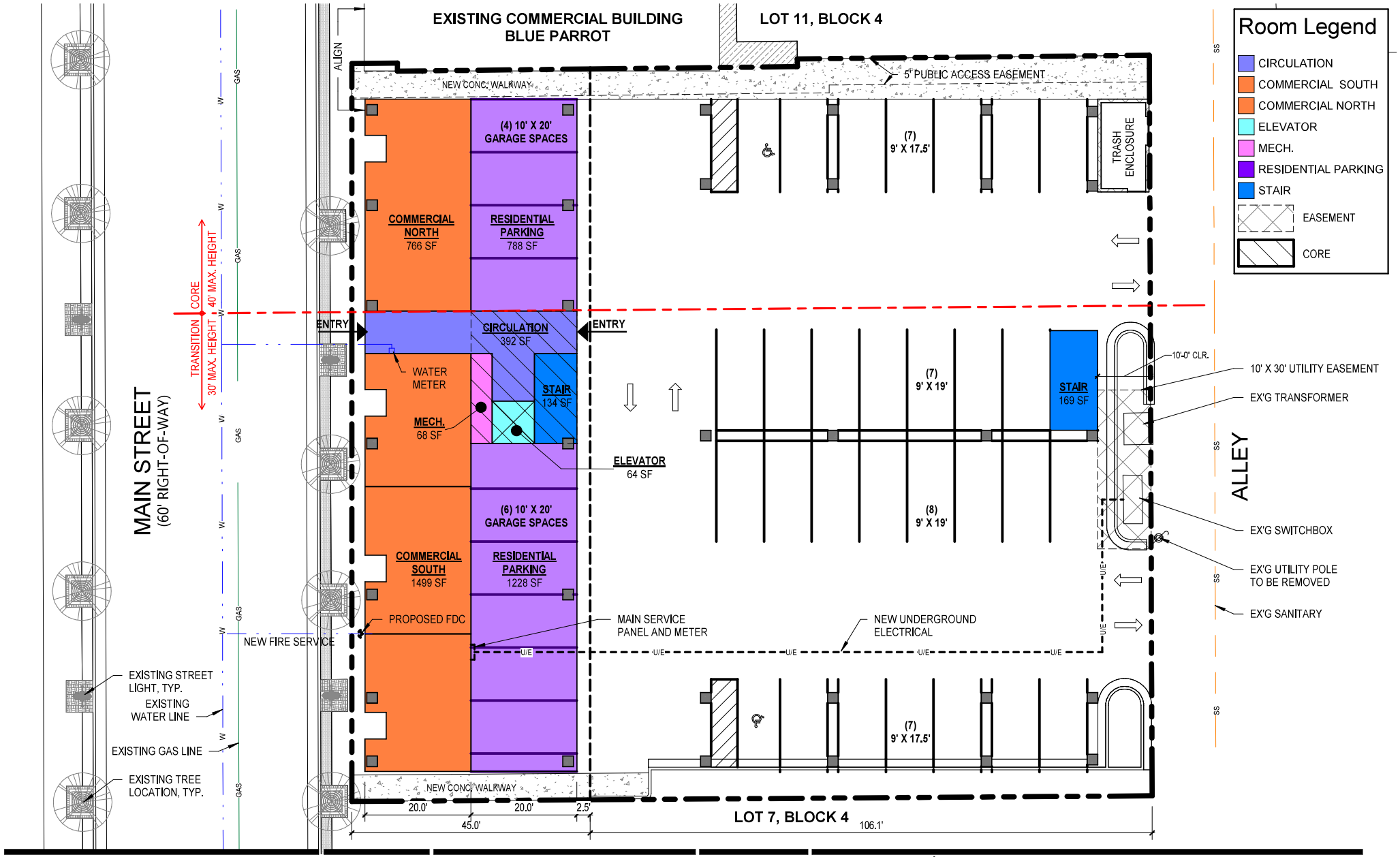
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LAND SWAP REPLAT



VOLTAGE MIXED-USE
DEVELOPMENT





VOLTAGE MIXED-USE

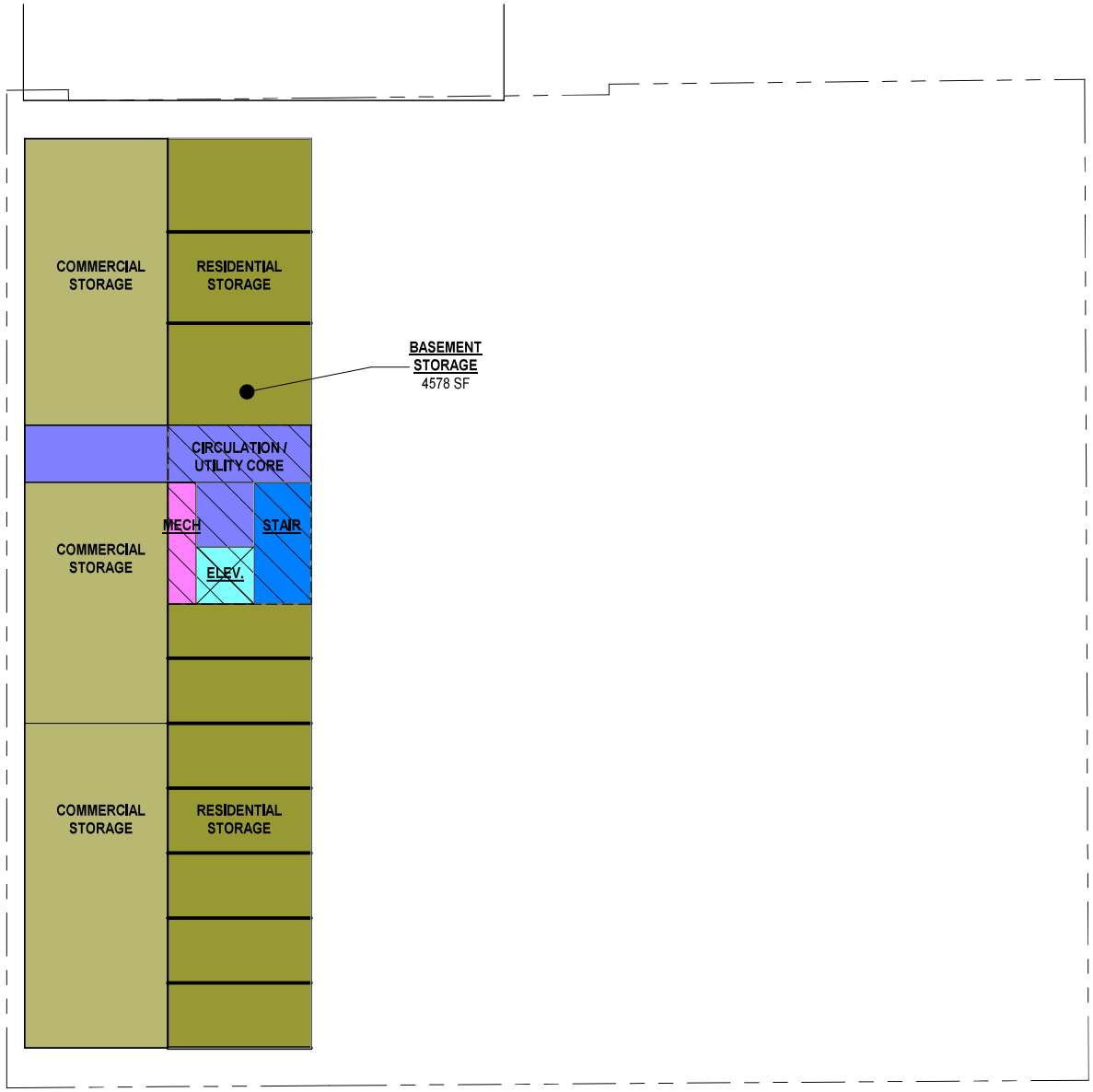
DEVELOPMENT

2024-07-15

SITE PLAN / MAIN FLOOR PLAN

0 8' 16' 32'

DAJDESIGN

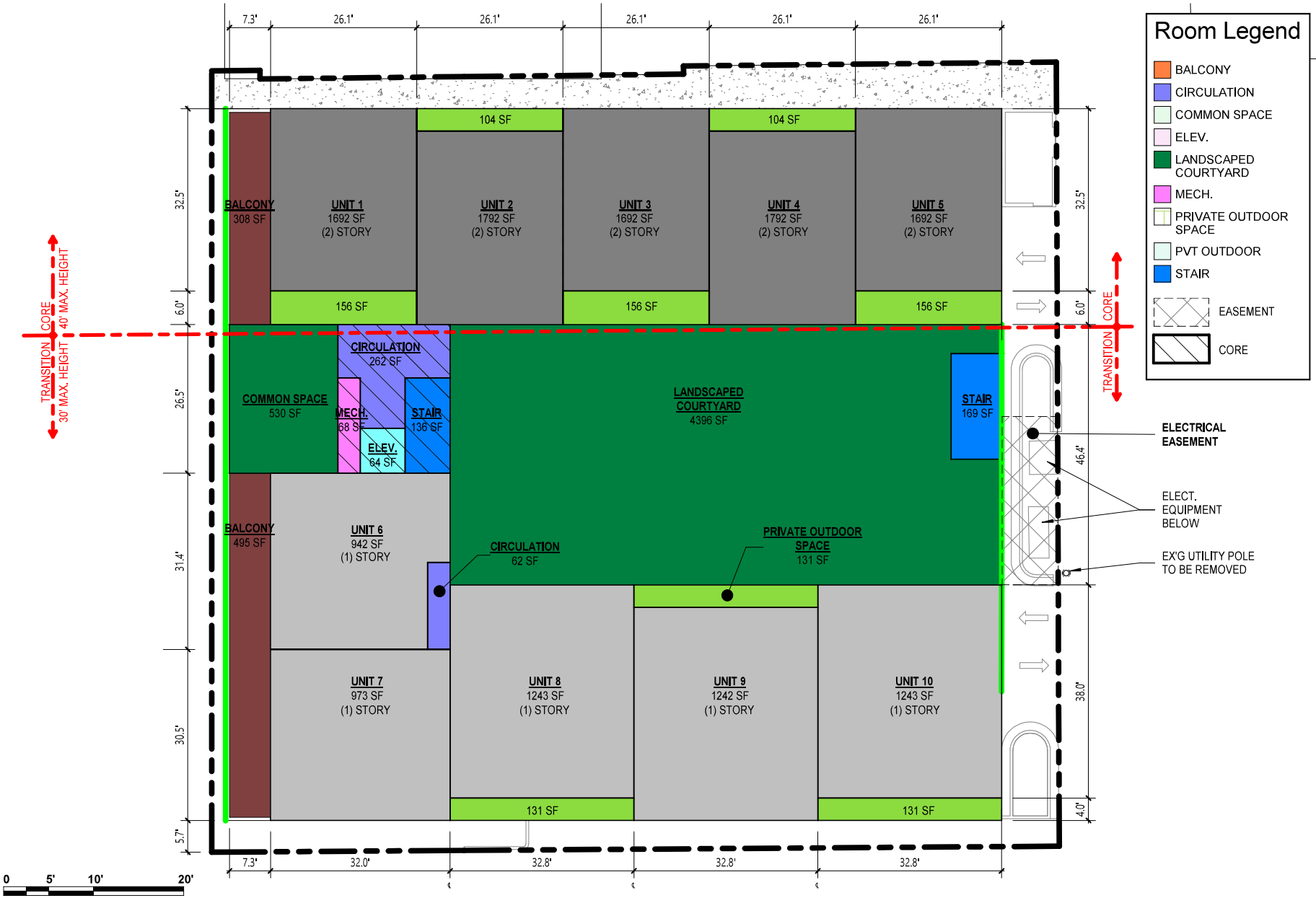


VOLTAGE MIXED-USE
DEVELOPMENT
2024-07-15

BASEMENT STORAGE

0 8' 16' 32'

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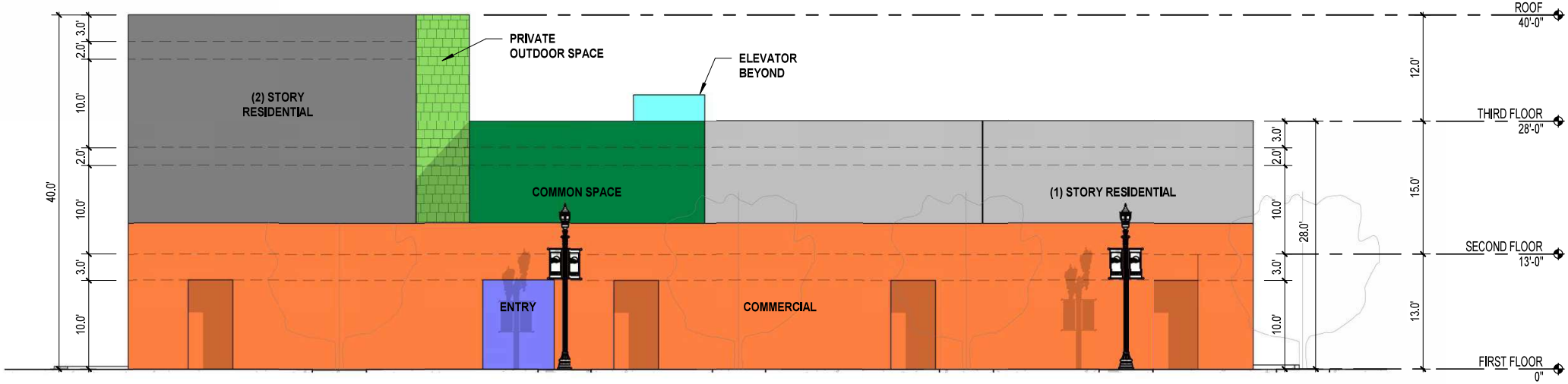


VOLTAGE MIXED-USE
DEVELOPMENT
2024-07-15

SITE PLAN / MAIN FLOOR PLAN

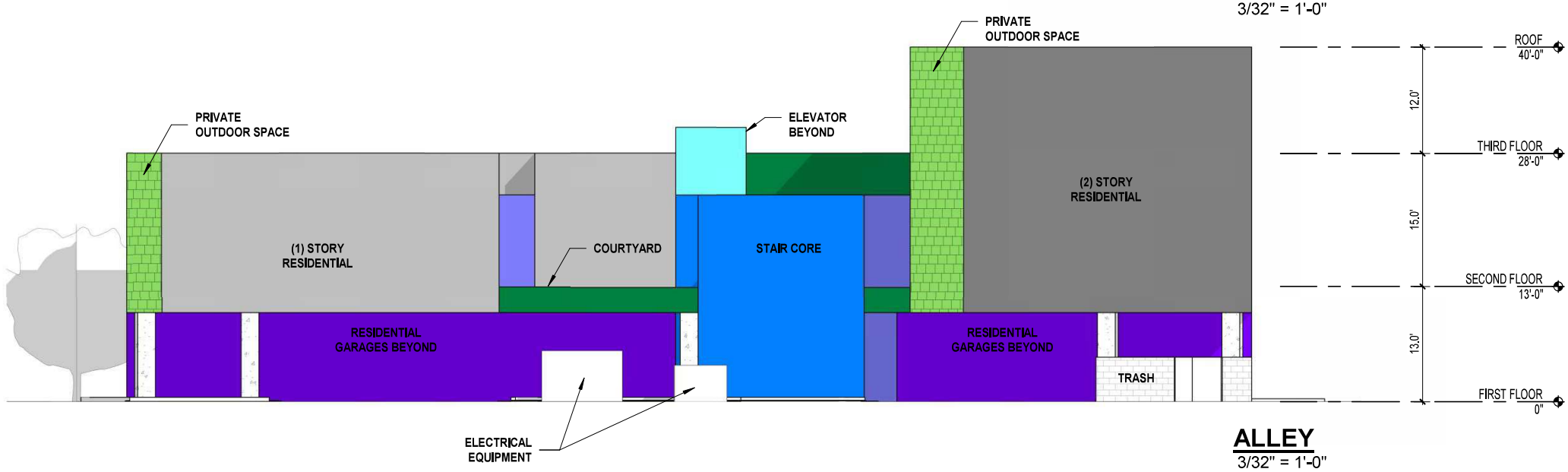
0 8' 16' 32'

DAJDESIGN



MAIN STREET

3/32" = 1'-0"



ALLEY

3/32" = 1'-0"

VOLTAGE MIXED-USE

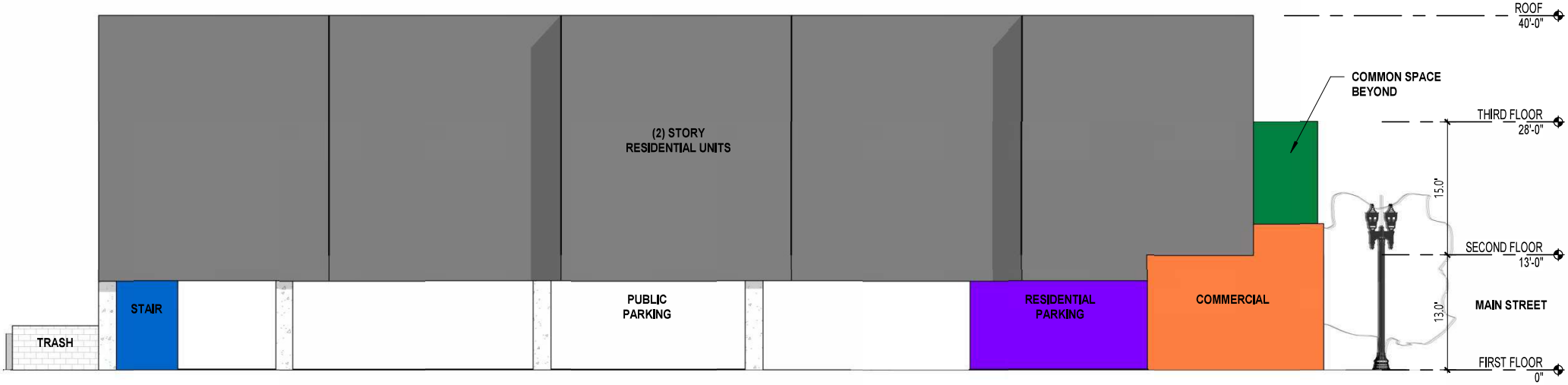
DEVELOPMENT

2024-07-15

ELEVATIONS

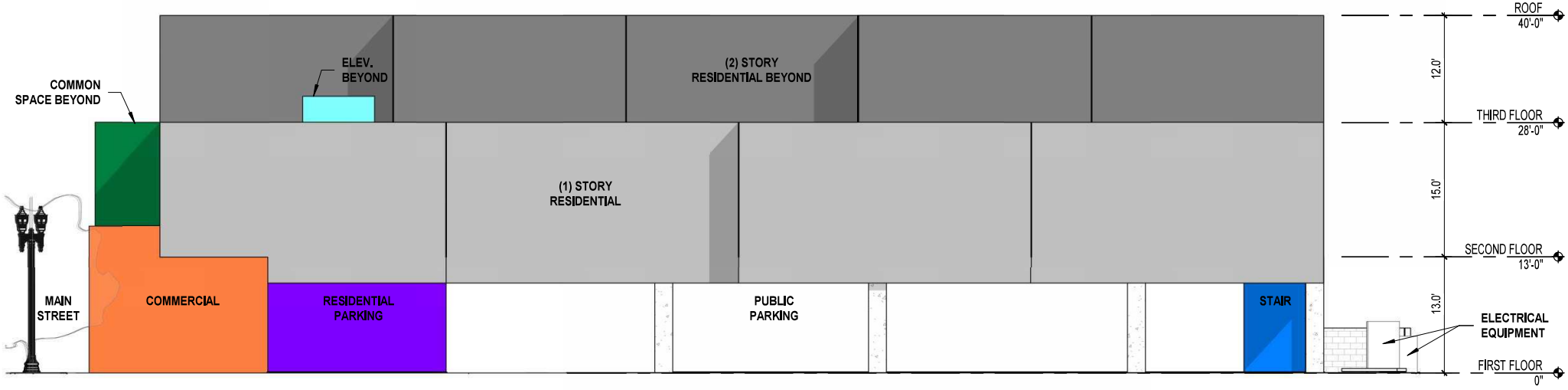
0 8' 16' 32'

DAJDESIGN



NORTH ELEVATION

3/32" = 1'-0"



SOUTH ELEVATION

3/32" = 1'-0"

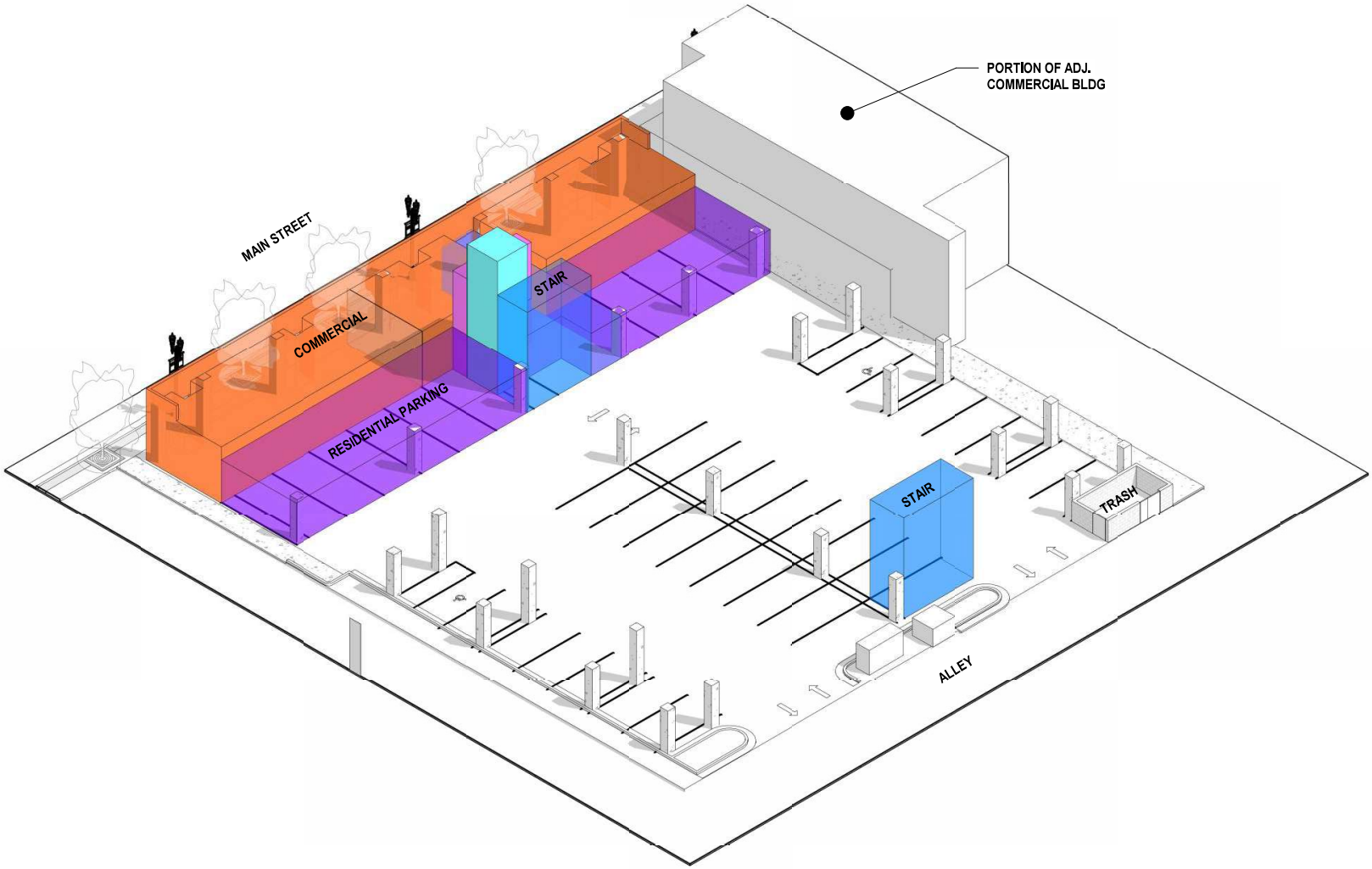
VOLTAGE MIXED-USE

DEVELOPMENT
2024-07-15

SITE PLAN / MAIN FLOOR PLAN

0 8' 16' 32'

DAJDESIGN



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

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

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

PROJECT GROSS SF	AREA
TOTAL	30,425 SF

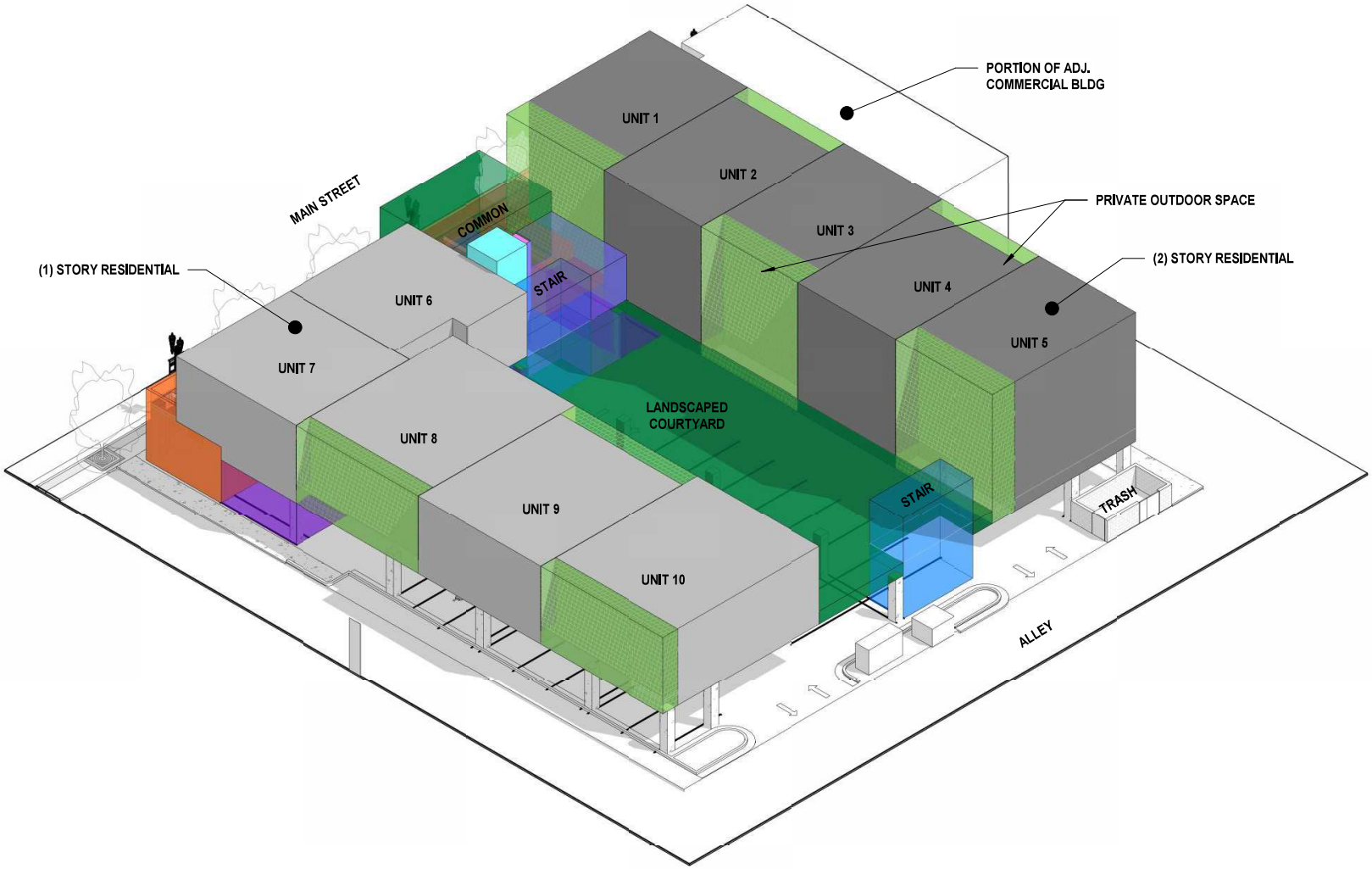
PARKING COUNTS	REQ'D	PROV'D
RESIDENTIAL GARAGE (1 / UNIT)	10	10
COMMERCIAL (1 / 1000) 2,266 SF	2	2
CITY OF LOUISVILLE - PARKING	27	27

VOLTAGE MIXED-USE
DEVELOPMENT
2024-07-15

3D - LOWER LEVEL PROGRAM

0 10' 20' 40'

DAJDESIGN



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

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

RESIDENTIAL SPACE		AREA
UNIT 1, 3 & 5	(1692 SF EA.)	5076 SF
UNIT 2 & 4	(1792 SF EA.)	3548 SF
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PARKING COUNTS	REQ'D	PROV'D
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COMMERCIAL (1 / 1000) 2,266 SF	2	2
CITY OF LOUISVILLE - PARKING	27	27

VOLTAGE MIXED-USE
DEVELOPMENT
2024-07-15

3D - UPPER LEVEL PROGRAM

0 10' 20' 40'

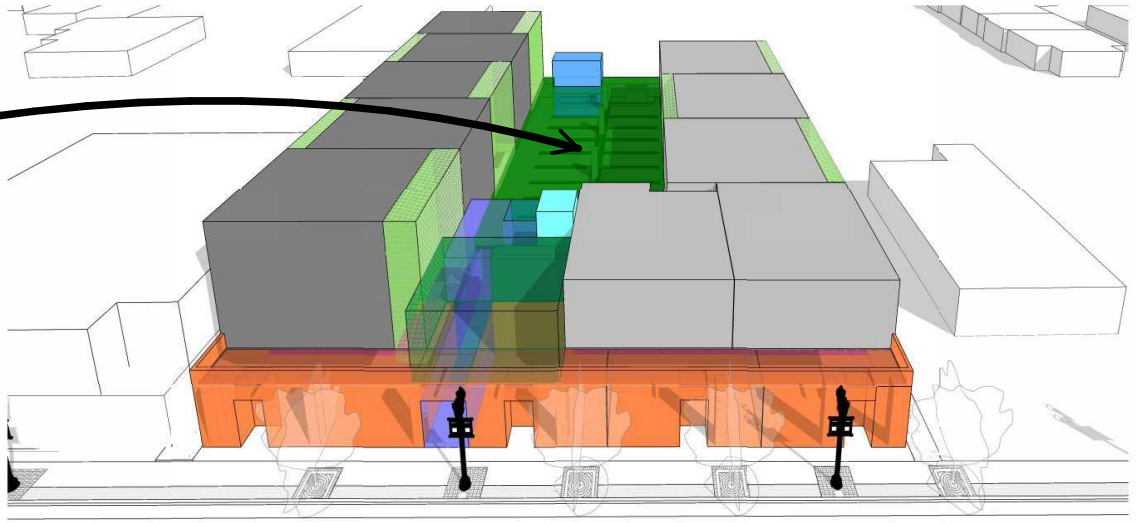
DAJDESIGN

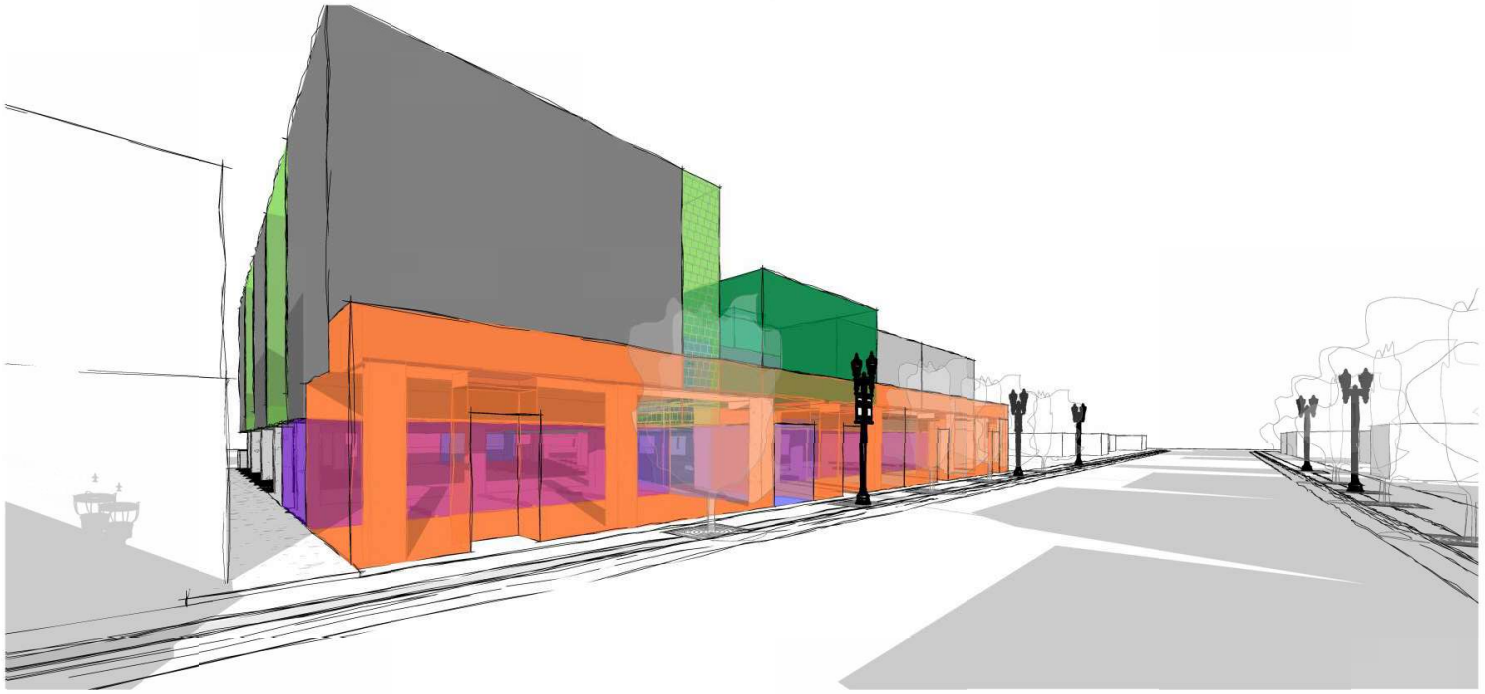


COURTYARD - LANDSCAPING









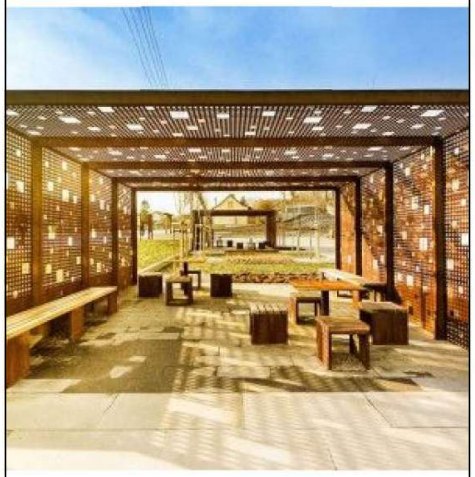
VOLTAGE MIXED-USE
DEVELOPMENT
2024-07-15

COURTYARD INSPIRATION - LANDSCAPING

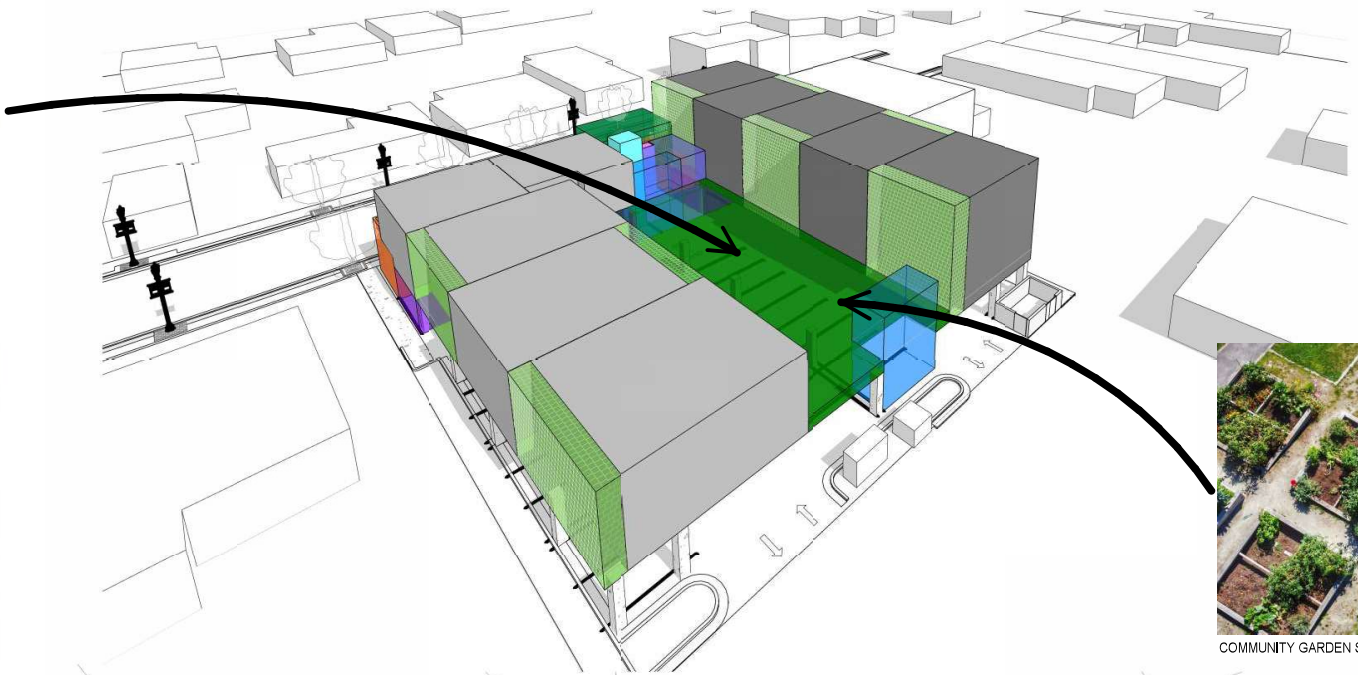
DAJDESIGN



PAVILION - COMMON SPACE









COMMUNITY GARDEN SPACE



VOLTAGE MIXED-USE
DEVELOPMENT
2024-07-15

COURTYARD INSPIRATION - COMMUNITY GARDEN & COMMON PAVILION AREA'S

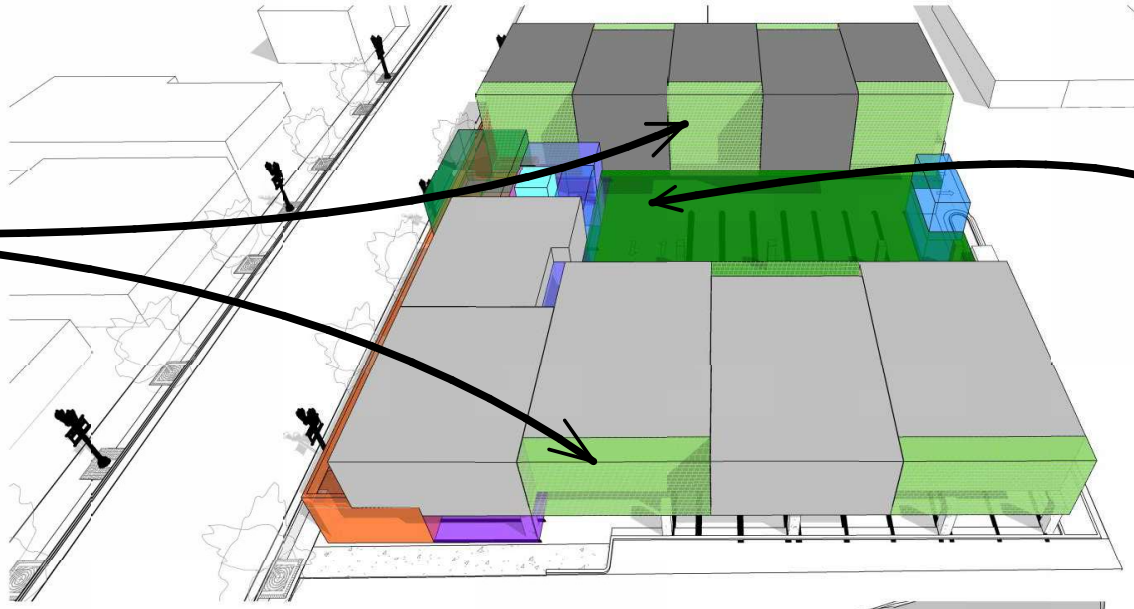
DAJDESIGN



SEMI-PRIVATE OUTDOOR SPACES









SEMI-COVERED WALKWAY





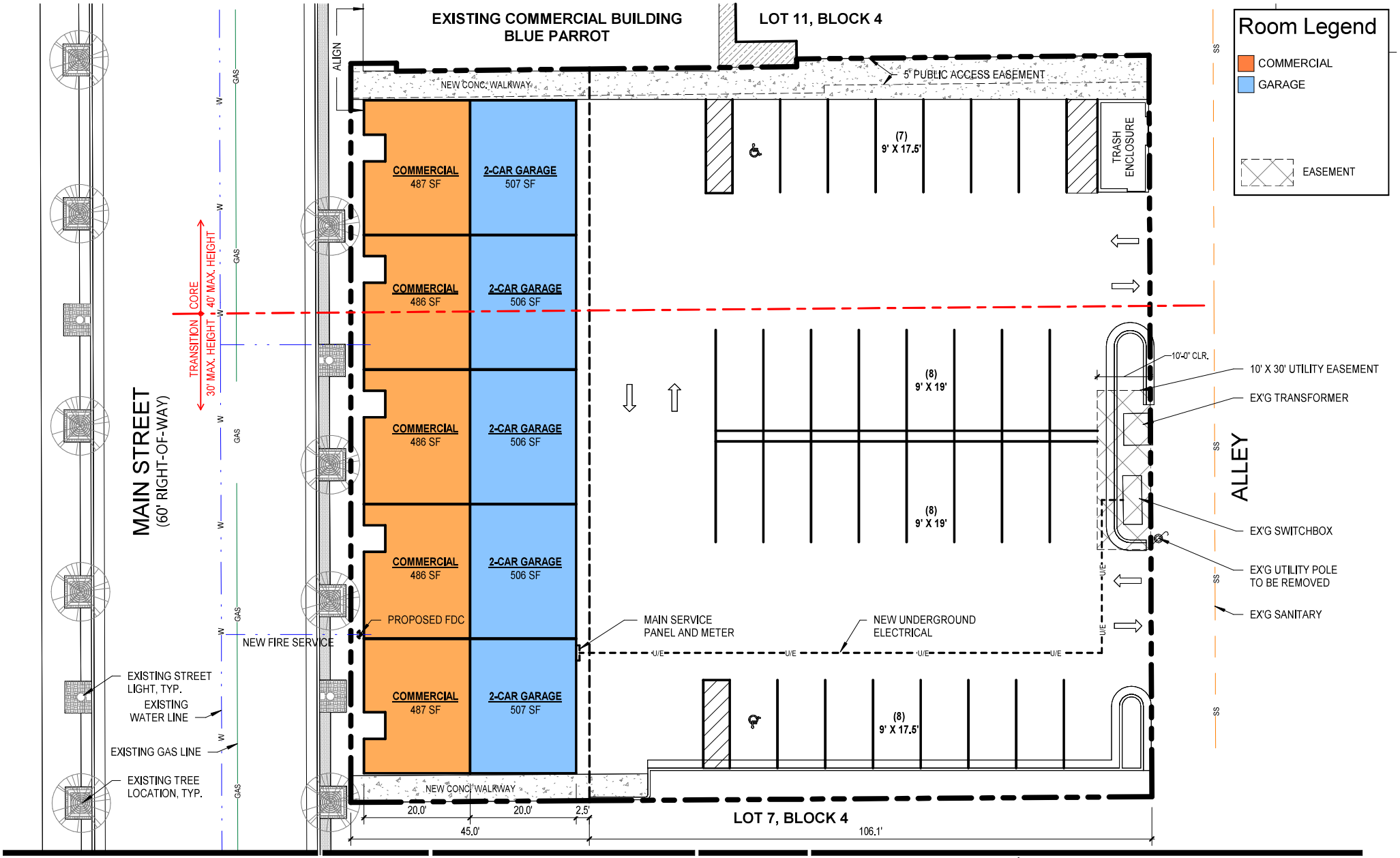
VOLTAGE MIXED-USE
DEVELOPMENT
2024-07-15

COURTYARD INSPIRATION - SEMI-PRIVATE SPACES & COVERED WALKWAYS

DAJDESIGN

VOLTAGE LIVE-WORK
DEVELOPMENT





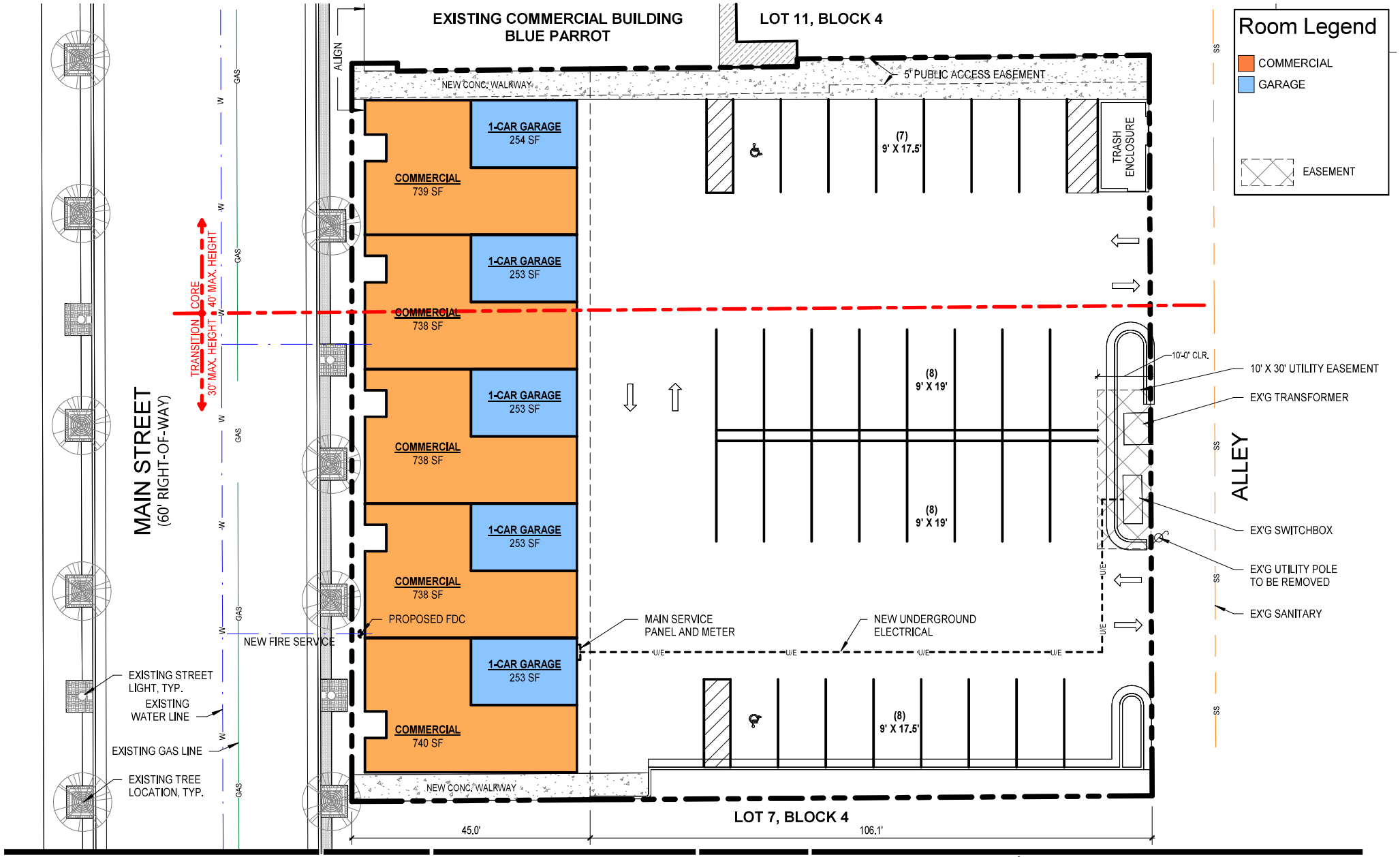
VOLTAGE LIVE-WORK

DEVELOPMENT
2024-12-20

SITE PLAN / MAIN FLOOR PLAN (A)

0 8' 16' 32'

DAJDESIGN



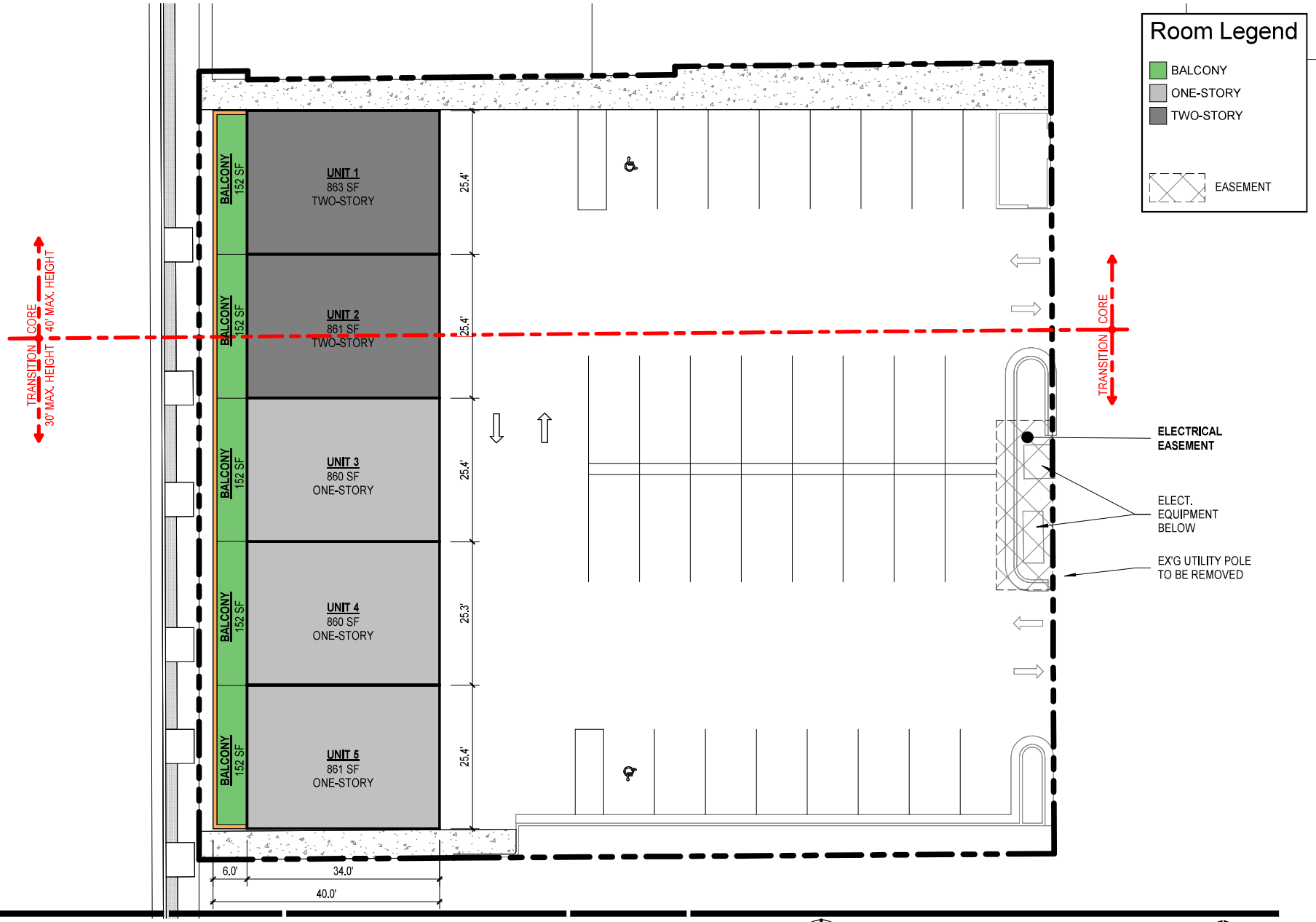
VOLTAGE LIVE-WORK

DEVELOPMENT
2024-12-20

SITE PLAN / MAIN FLOOR PLAN (B)

0 8' 16' 32'

DAJDESIGN



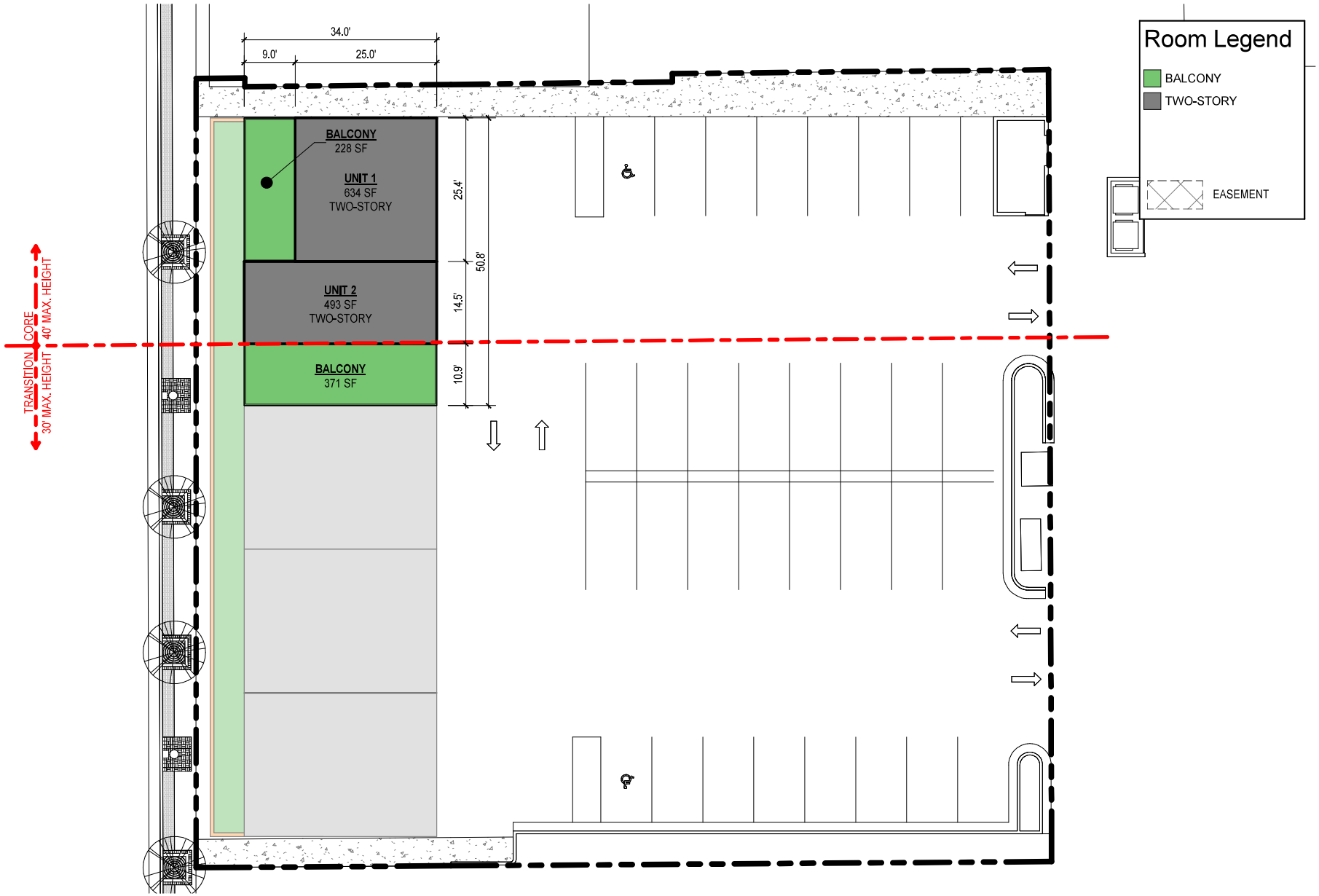
VOLTAGE LIVE-WORK

DEVELOPMENT
2024-12-20

SECOND FLOOR PLAN

0 8' 16' 32'

DAJDESIGN



VOLTAGE LIVE-WORK

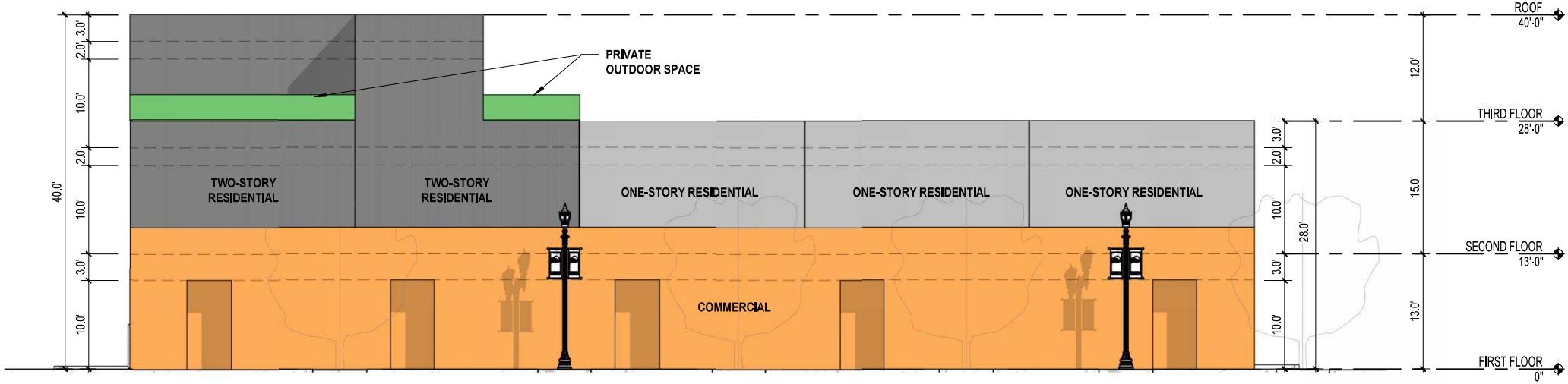
DEVELOPMENT

2024-12-20

THIRD FLOOR PLAN

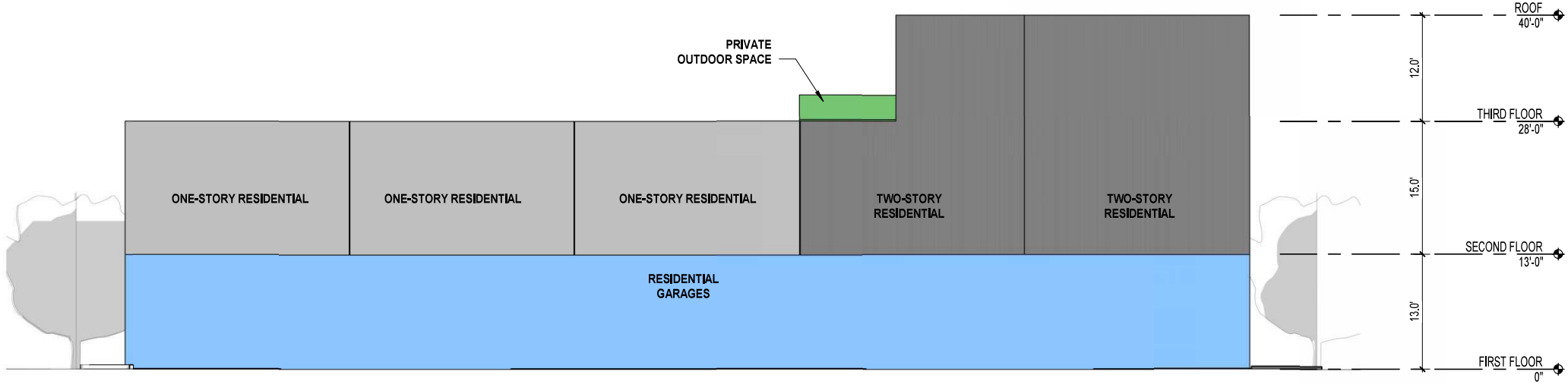
0 8' 16' 32'

DAJDESIGN



MAIN STREET

3/32" = 1'-0"



ALLEY

3/32" = 1'-0"

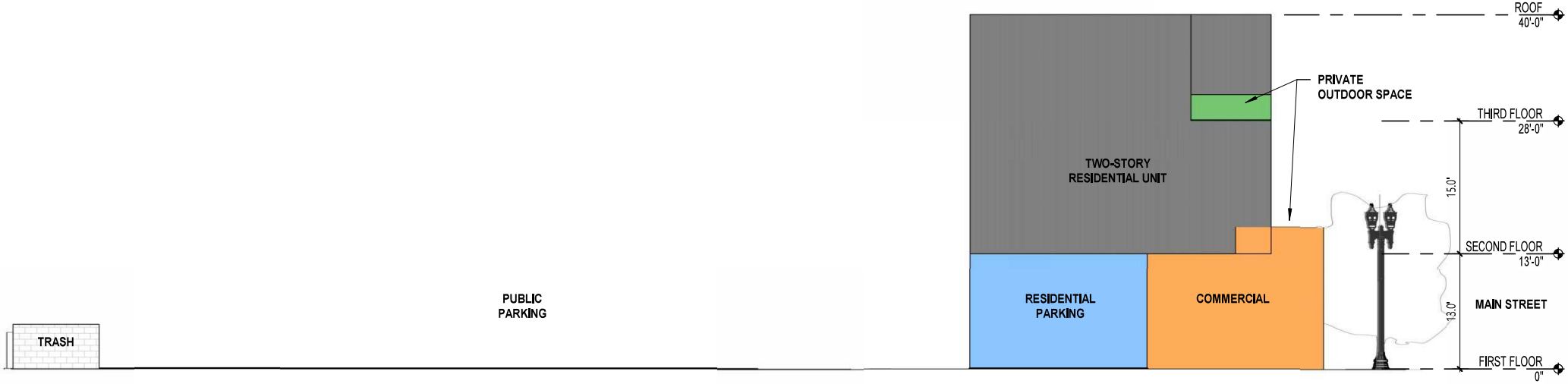
VOLTAGE LIVE-WORK

DEVELOPMENT
2024-12-20

ELEVATIONS (A)

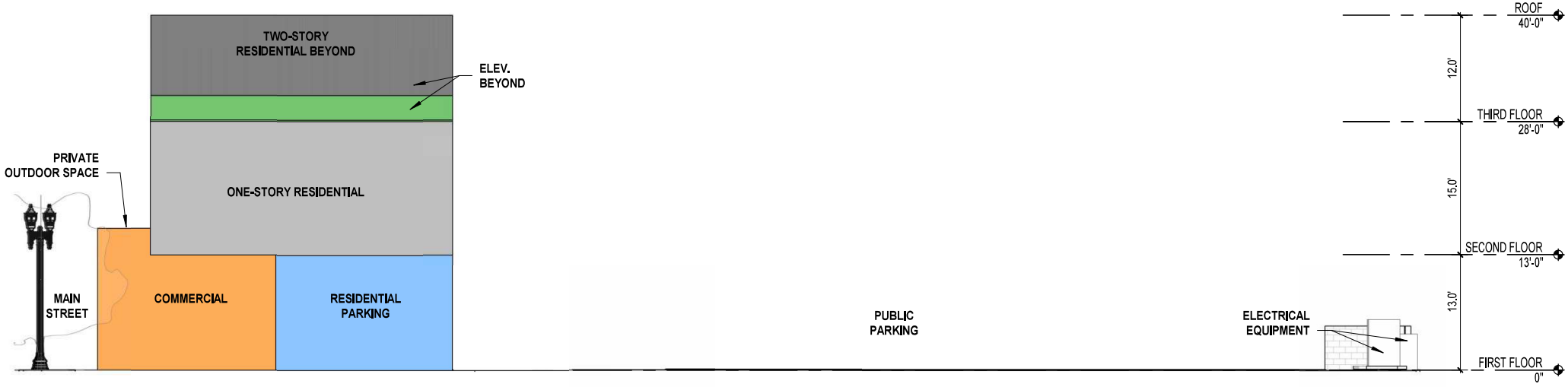
0 8' 16' 32'

DAJDESIGN



NORTH ELEVATION

3/32" = 1'-0"



SOUTH ELEVATION

3/32" = 1'-0"

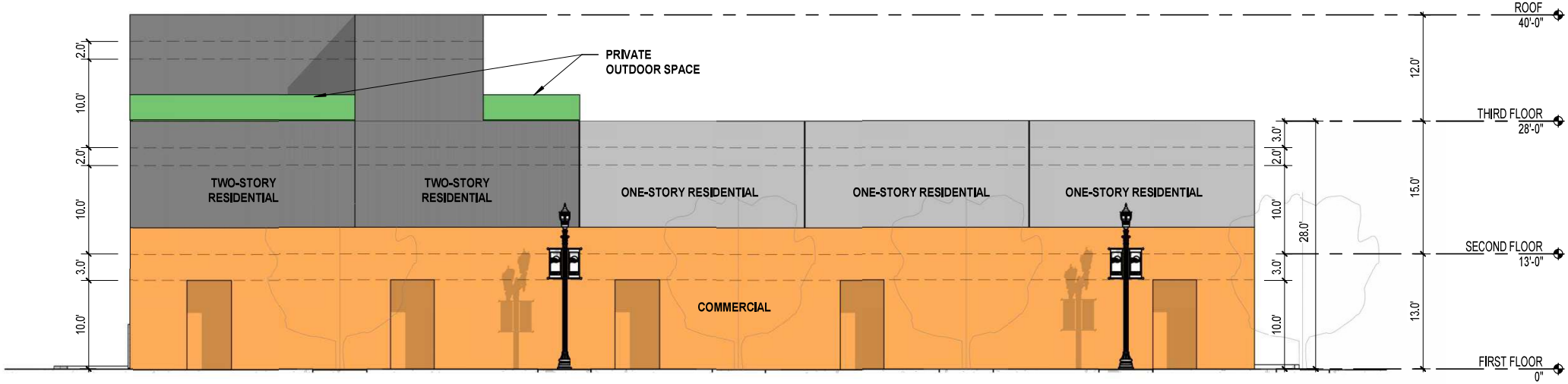
VOLTAGE LIVE-WORK

DEVELOPMENT
2024-12-20

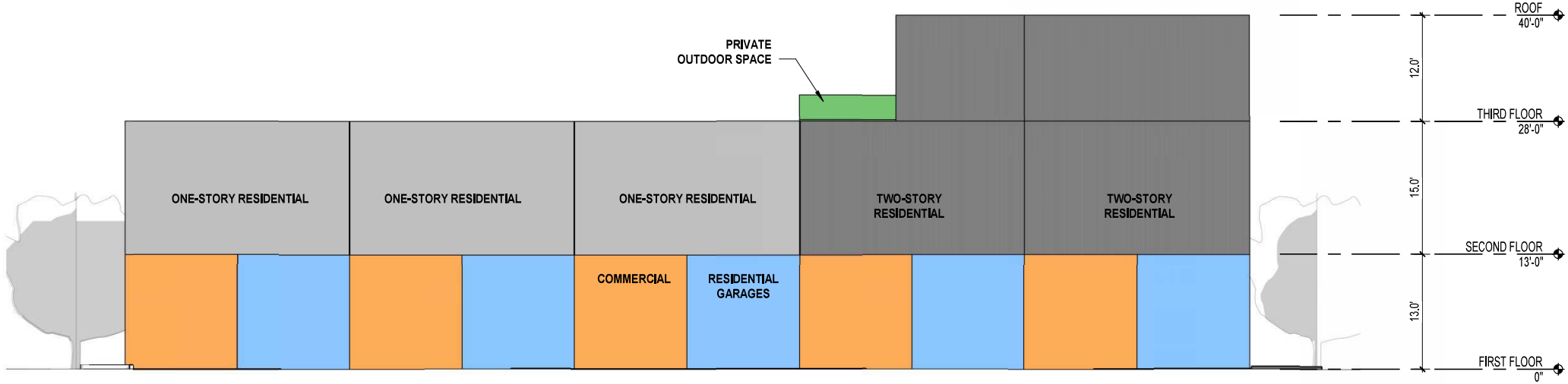
ELEVATIONS

0 8' 16' 32'

DAJDESIGN



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

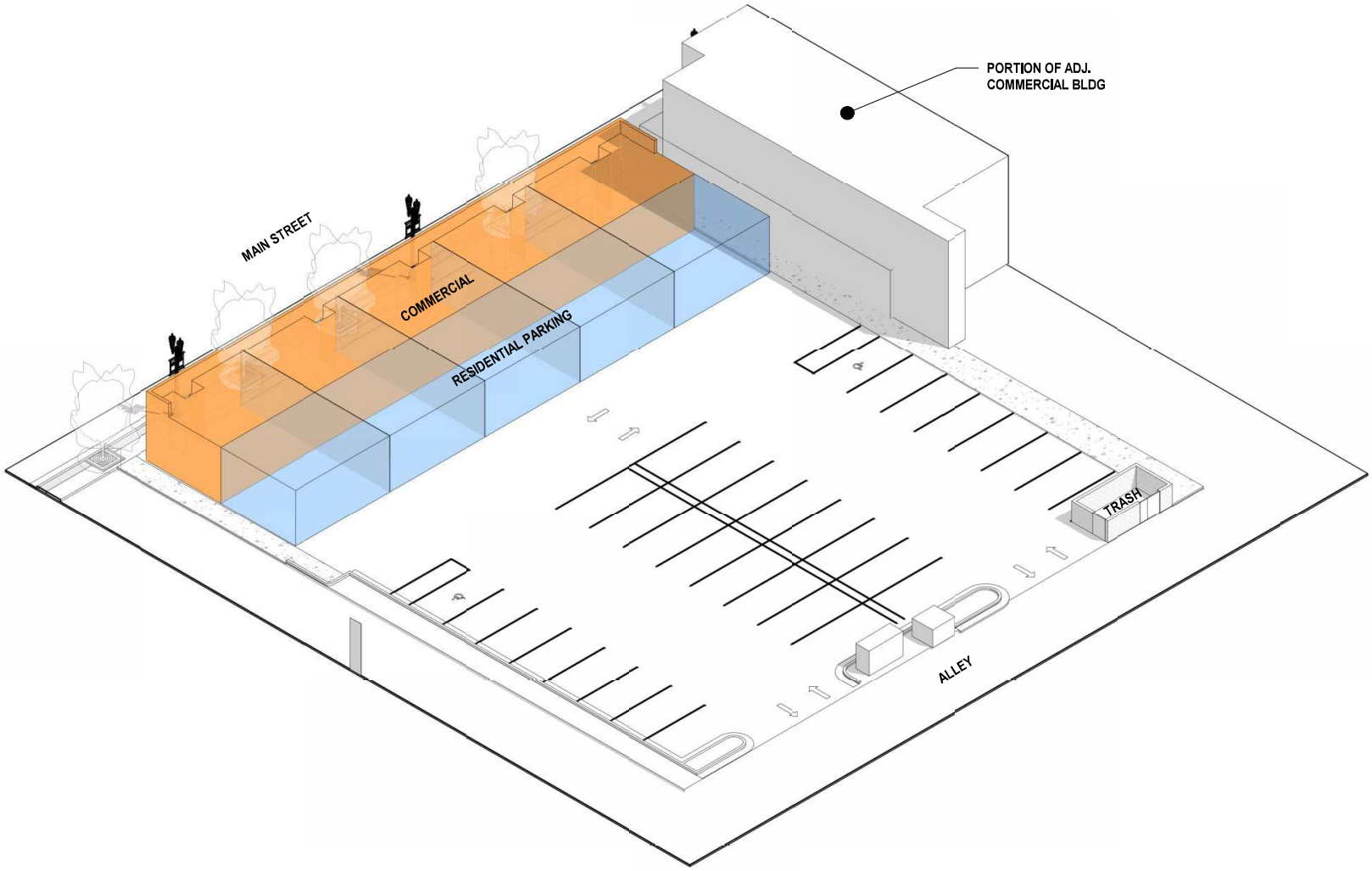


ALLEY
3/32" = 1'-0"

VOLTAGE LIVE-WORK
DEVELOPMENT
2024-12-20

ELEVATIONS (B)
0 8' 16' 32'

DAJDESIGN



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

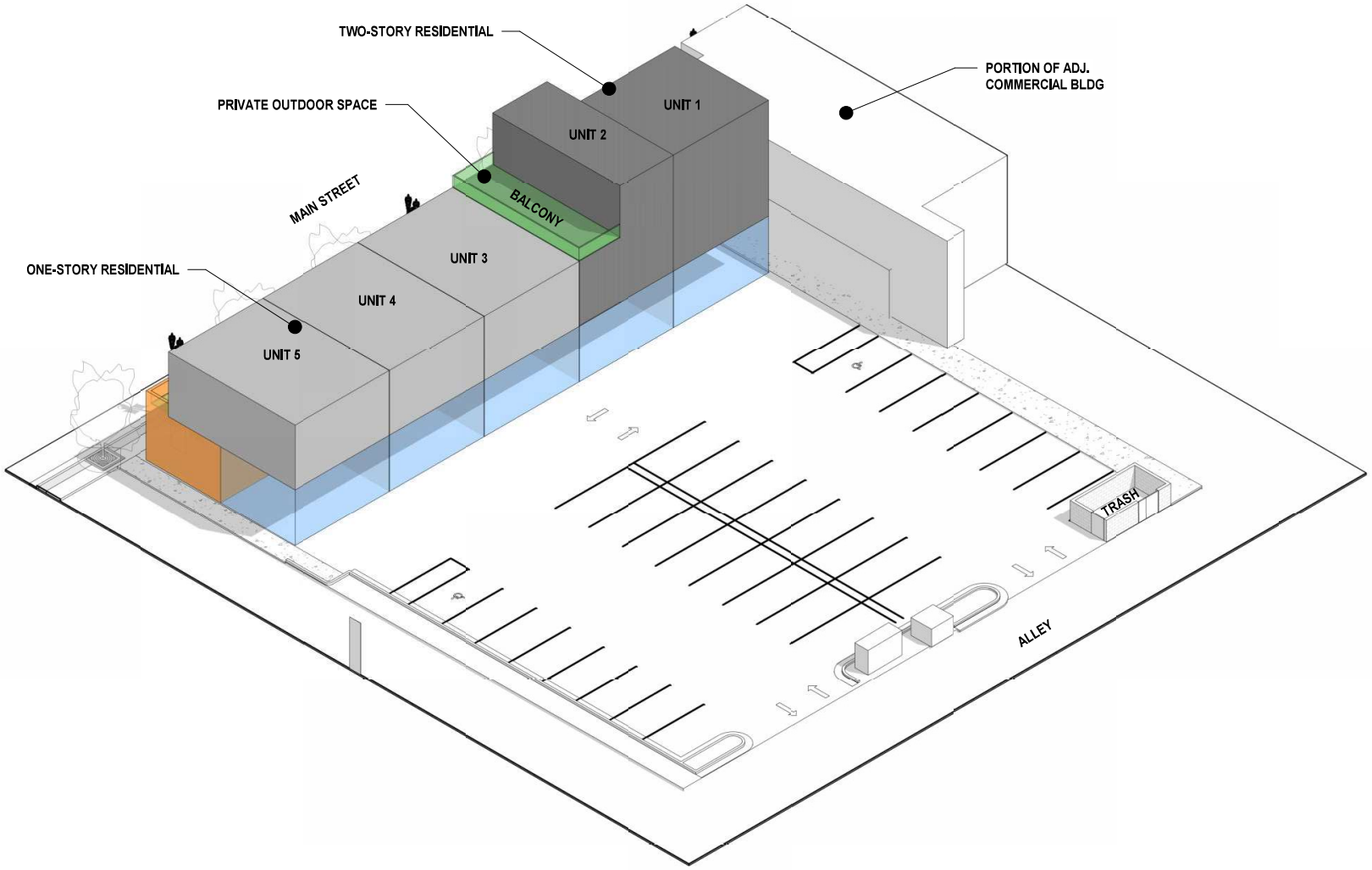
PARKING COUNTS (A)	REQ'D	PROV'D
RESIDENTIAL GARAGE (1 / UNIT)	5	10
COMMERCIAL (1 / 1000) 2,266 SF	2	4
CITY OF LOUISVILLE - PARKING	27	27
	TOTAL	41

VOLTAGE LIVE-WORK
DEVELOPMENT
2024-12-20

3D - LOWER LEVEL PROGRAM (A)

0 10' 20' 40'

DAJDESIGN



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

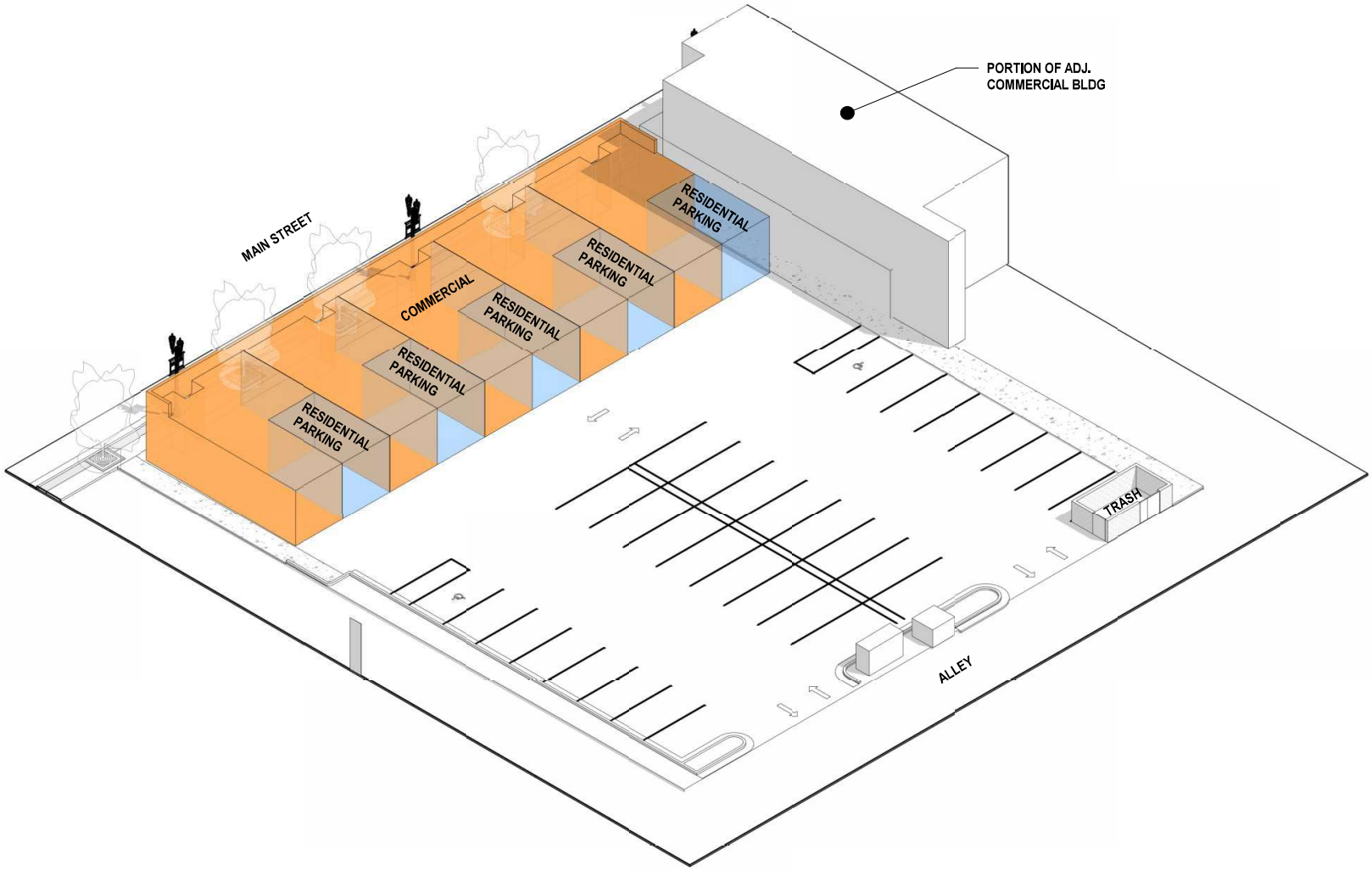
PARKING COUNTS (A)	REQ'D	PROV'D
RESIDENTIAL GARAGE (1 / UNIT)	5	10
COMMERCIAL (1 / 1000) 2,266 SF	2	4
CITY OF LOUISVILLE - PARKING	27	27
	TOTAL	41

VOLTAGE LIVE-WORK
DEVELOPMENT
2024-12-20

3D - UPPER LEVEL PROGRAM (A)

0 10' 20' 40'

DAJDESIGN



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

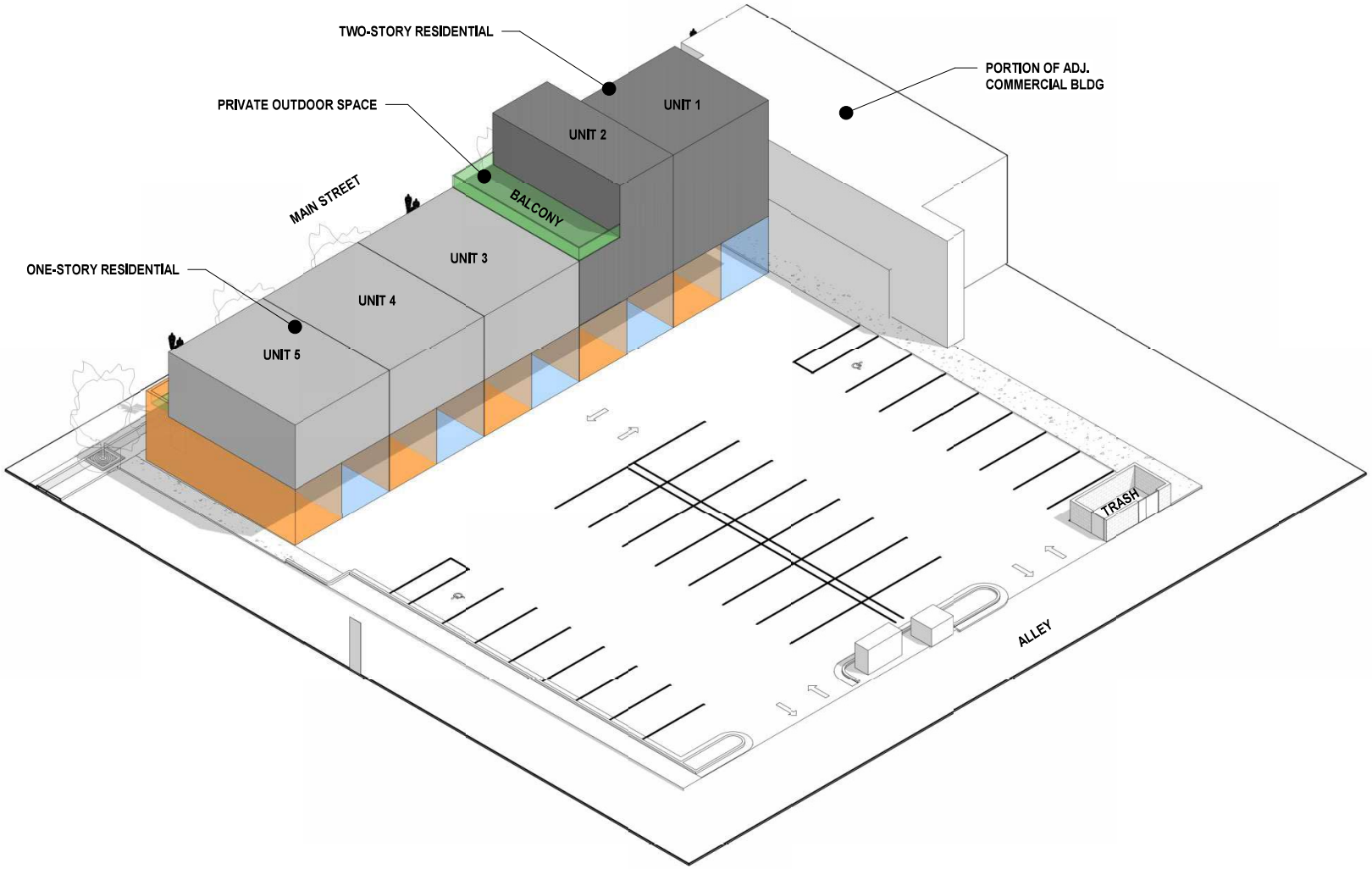
PARKING COUNTS (B)	REQ'D	PROV'D
RESIDENTIAL GARAGE (1 / UNIT)	5	5
COMMERCIAL (1 / 1000) 2,266 SF	2	4
CITY OF LOUISVILLE - PARKING	27	27
	TOTAL	36

VOLTAGE LIVE-WORK
DEVELOPMENT
2024-12-20

3D - LOWER LEVEL PROGRAM (A)

0 10' 20' 40'

DAJDESIGN



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

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

VOLTAGE LIVE-WORK
DEVELOPMENT
2024-12-20

3D - UPPER LEVEL PROGRAM (A)

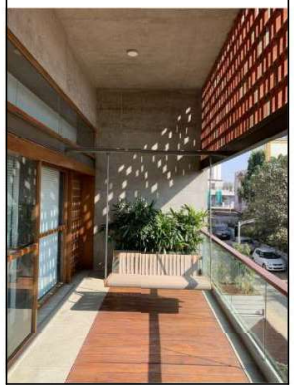
0 10' 20' 40'

DAJDESIGN



SEMI-PRIVATE OUTDOOR SPACES







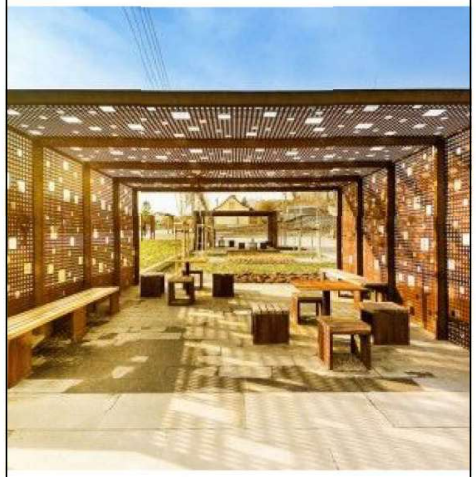
VOLTAGE LIVE-WORK
DEVELOPMENT
2024-12-20

INSPIRATION IMAGERY - SEMI-PRIVATE SPACES

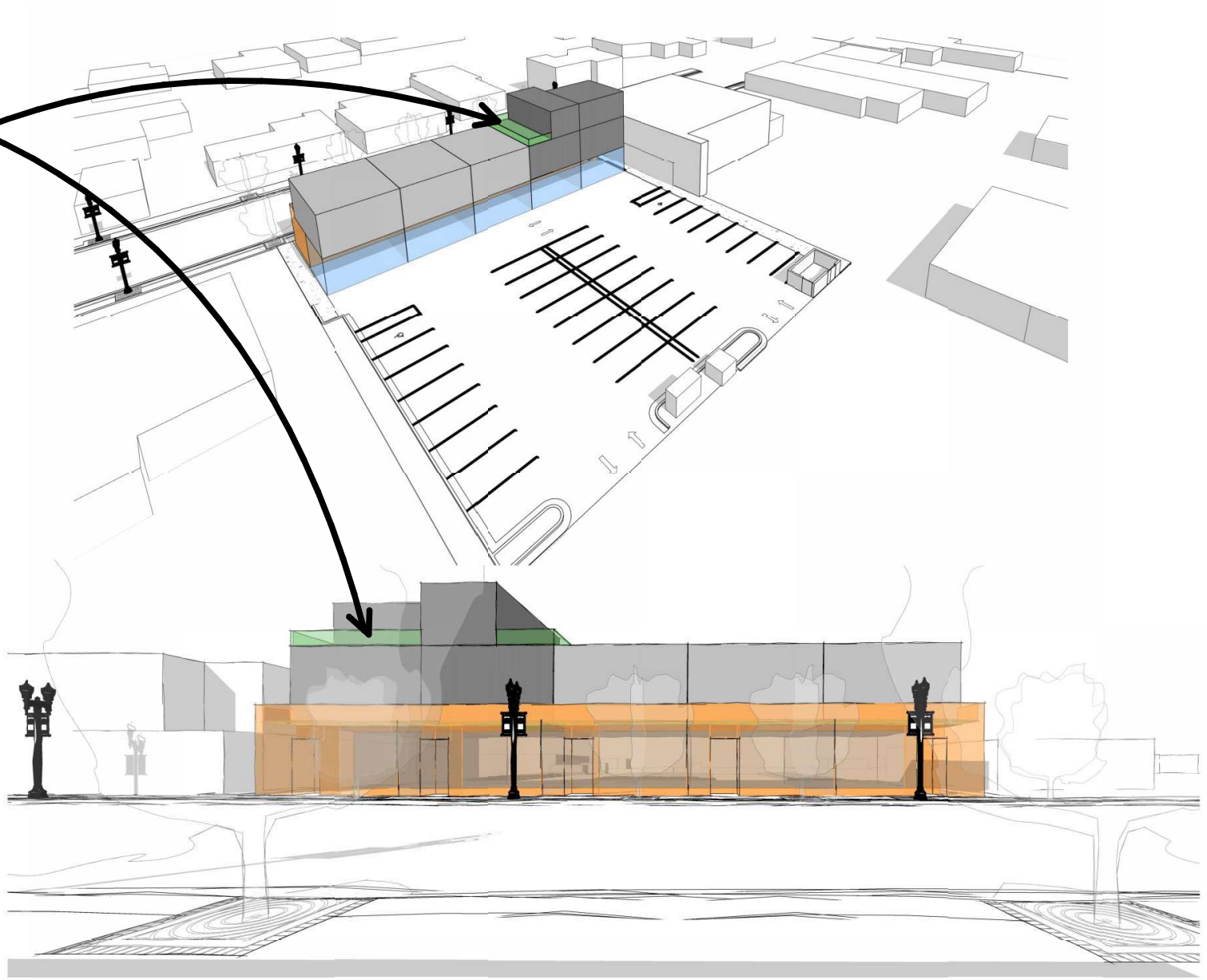
DAJDESIGN



PAVILION - COMMON SPACE







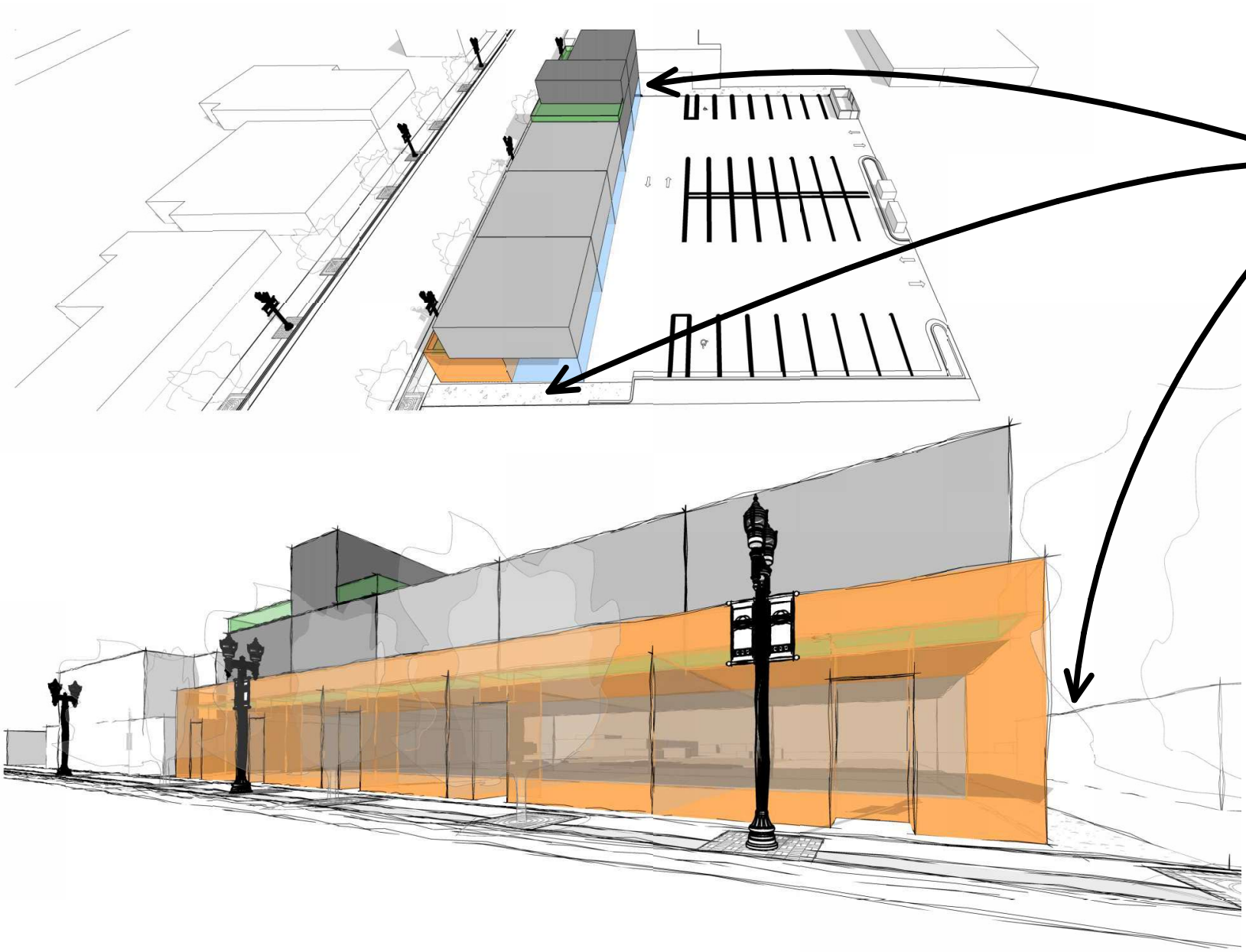
VOLTAGE LIVE-WORK

DEVELOPMENT

2024-12-20

INSPIRATION IMAGERY - UPPER LEVEL SEMI-PRIVATE SPACE

DAJDESIGN





SEMI-COVERED WALKWAY



VOLTAGE LIVE-WORK
DEVELOPMENT
2024-12-20

INSPIRATION IMAGERY - WALKWAYS

DAJDESIGN



PROJECT ANALYSIS

PROJECT DESCRIPTION:
A NEW 2-STORY MIXED USE COMMERCIAL BUILDING A-2, M, AND B

LEGAL DESCRIPTION:
TOWN OF LOUISVILLE REPLAT A
A REPLAT OF LOT 8,9, AND 10, BLOCK 4, TOWN OF LOUISVILLE SUBDIVISION
COUNTY OF BOULDER, STATE OF COLORADO

LOT SIZE:
6,217 SF

ZONING DISTRICT:
CC (COMMUNITY COMMERCIAL) CENTRAL BUSINESS DISTRICT

DESIGN STANDARDS AND GUIDELINES:
2012 INTERNATIONAL BUILDING CODE
DESIGN HANDBOOK FOR DOWNTOWN LOUISVILLE
DOWNTOWN LOUISVILLE FRAMEWORK PLAN (TRANSITION AREA)

PROJECT CALCULATIONS	GUIDELINES	PROPOSED
WINDOW TO WALL SURFACE TOTAL BUILDING		
MAIN LEVEL WALL AREA	N/A	1,471 SF
MAIN LEVEL WINDOW AREA	N/A	969 SF
MAIN LEVEL RATIO (WALL/WINDOW)	N/A	1.5:1.0
UPPER LEVEL WALL AREA	N/A	904 SF
UPPER LEVEL WINDOW AREA	N/A	615 SF
UPPER LEVEL WINDOW RATIO (WALL/WINDOW)		1.5:1.0
WINDOW TO WALL SURFACE BUILDING WITHIN CORE AREA		
MAIN LEVEL WALL AREA	N/A	441 SF
MAIN LEVEL WINDOW AREA	N/A	443 SF
MAIN LEVEL RATIO (WALL/WINDOW)	1.2/2.0	1.2/1.0
UPPER LEVEL WALL AREA	N/A	392 SF
UPPER LEVEL WINDOW AREA	N/A	155 SF
UPPER LEVEL WINDOW RATIO (WALL/WINDOW)	N/A	2.0/1.0
WINDOW TO WALL SURFACE BUILDING WITHIN TRANSITION AREA		
MAIN LEVEL WALL AREA	N/A	1,030 SF
MAIN LEVEL WINDOW AREA	N/A	526 SF
MAIN LEVEL RATIO (WALL/WINDOW)	2.0/1.0	2.0/1.0
UPPER LEVEL WALL AREA	N/A	602 SF
UPPER LEVEL WINDOW AREA	N/A	463 SF
UPPER LEVEL WINDOW RATIO (WALL/WINDOW)	N/A	1.3:1.0

PROJECT CALCULATIONS	CITY REQUIREMENTS / STANDARDS	PROPOSED
FLOOR AREA (GROSS)		
NEW COMMERCIAL (BASEMENT)	N/A	4,600 SF
NEW COMMERCIAL (MAIN LEVEL)	N/A	5,300 SF
NEW COMMERCIAL (UPPER LEVEL)	N/A	3,950 SF
TOTAL GROSS FLOOR AREA (WITH OUT BASEMENT)	N/A	9,250 SF
TOTAL GROSS FLOOR AREA (WITH BASEMENT)	N/A	13,850 SF
TOTAL FLOOR AREA RATIO		1.5:1.0
FLOOR AREA CORE ZONE:		
TOTAL FLOOR AREA RATIO LYING WITHIN CORE	2.0/1.0	1.2/1.0
TOTAL FLOOR AREA LYING WITHIN CORE (WITH OUT BASEMENT)	4,120 SF	2,500 SF
FLOOR AREA TRANSITION ZONE:		
TOTAL FLOOR AREA RATIO LYING WITHIN TRANSITION	1.2/1.0	1.5:1.0
TOTAL FLOOR AREA LYING WITHIN TRANSITION (WITH OUT BASEMENT)	5,424 SF	6,400 SF
PARKING REQUIREMENTS		
BUILDING SF AREA TO BE CONSIDERED (EXEMPTING 999 SF, HALLWAYS, STAIRWAYS, ELEVATOR SHAFTS, AND BATHROOMS)		6,339 SF
MINIMUM PARKING REQUIREMENTS (1/500 SF)	13	13 FEE-IN-LIEU

NOTE: LOWER LEVEL SPACE INTENDED SOLELY FOR STORAGE, MECHANICAL EQUIPMENT, A FIRE ROOM, AND ELEVATOR SHAFT; ANY CHANGE IN USE, INCLUDING BUSINESS OR MERCANTILE, ARE SUBJECT TO REVIEW AND CONSIDERATION OF THE PROVISIONS SET FORTH UNDER SECTION 17.20.025 OF THE LOUISVILLE MUNICIPAL CODE - PARKING STANDARDS DESIGNATED FOR DOWNTOWN LOUISVILLE OR AS HEREINAFTER AMENDED.

BUILDING ZONING RESTRICTION	REQUIRED	PROPOSED
BUILDING HEIGHT	35'	35'
SETBACKS		
FRONT YARD	0'	2'-6" & 3'-10"
SIDE YARD - NORTH	0'	0.2"
SIDE YARD - SOUTH	0'	9'-4"
REAR YARD	20'	0'
IMPERVIOUS / PERVIOUS AREA CALCULATIONS		
PROPOSED IMPERVIOUS BY AREA AREA		6,180 SF
PROPOSED PERVIOUS AREA		37 SF
PROPOSED IMPERVIOUSNESS AREA (PER DRAINAGE REPORT) IN PERCENT		99%

OWNERSHIP SIGNATURE BLOCK:

BY SIGNING THIS PUD, THE OWNER ACKNOWLEDGES AND ACCEPTS ALL THE REQUIREMENTS AND INTENT SET FORTH IN THIS PUD, WITNESS MY(OUR HAND(S) SEAL(S)

THIS _____ DAY OF _____, 20___.

_____ (NOTARY SEAL)
OWNER NAME AND SIGNATURE

_____
NOTARY NAME AND SIGNATURE

MY COMMISSION EXPIRES _____

PLANNING COMMISSION CERTIFICATE:

APPROVED THIS _____ DAY OF _____, 20___ BY THE PLANNING COMMISSION OF THE CITY OF LOUISVILLE, COLORADO. RESOLUTION NO. _____ SERIES _____.

CLERK AND RECORDER CERTIFICATE (COUNTY OF BOULDER, STATE OF COLORADO)

I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED IN MY OFFICE AT _____ O'CLOCK, _____, M., THIS ____ DAY OF _____, 20___ AND IS RECORDED IN PLAN FILE _____ FEE _____ PAID, _____ FILM NO. _____ RECEPTION.

_____
CLERK & RECORDER

_____
DEPUTY

CITY COUNCIL CERTIFICATE

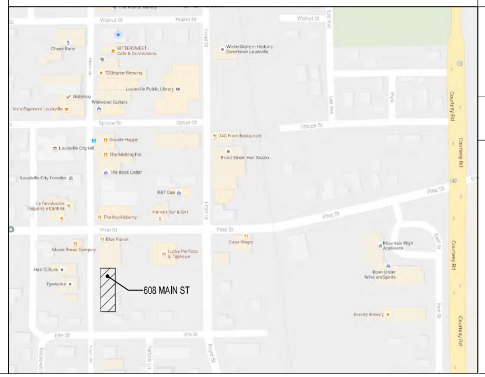
APPROVED THIS ____ DAY OF _____, 20___, BY THE CITY COUNCIL OF THE CITY OF LOUISVILLE, COLORADO.

RESOLUTION NO. _____ SERIES _____

_____
MAYOR SIGNATURE (CITY SEAL)

_____
DEPUTY

VICINITY MAP



SHEET INDEX

A0.1 PROJECT ANALYSIS
A0.2 SITE PLAN
A1.1 ELEVATIONS
A1.2 STREET SECTIONS
E1 PHOTOMETRIC SITE PLAN
E2 PHOTOMETRIC CUTSHEETS

REQUESTED WAIVERS

1. PARKING REQUIREMENT IS REQUESTED TO BE WAIVED BY A FEE IN LIEU FOR 13 SPACES.
2. REQUEST TO WAIVE THE 20' REAR SETBACK REQUIREMENT AND ALLOW A ZERO LOT LINE SETBACK.

DAJDESIGN
922A MAIN STREET
LOUISVILLE, CO 80027
P. 303.527.1100
INFO@DAJDESIGN.COM

BOULDER ENGINEERING
PLUMBING, MECHANICAL, AND ELECTRICAL
1717 15TH STREET
BOULDER, CO 80302
303.444.8028
STAFF@BOULDERENGINEERING.COM
PROJECT CONTACT:
ET-HAN MILEY

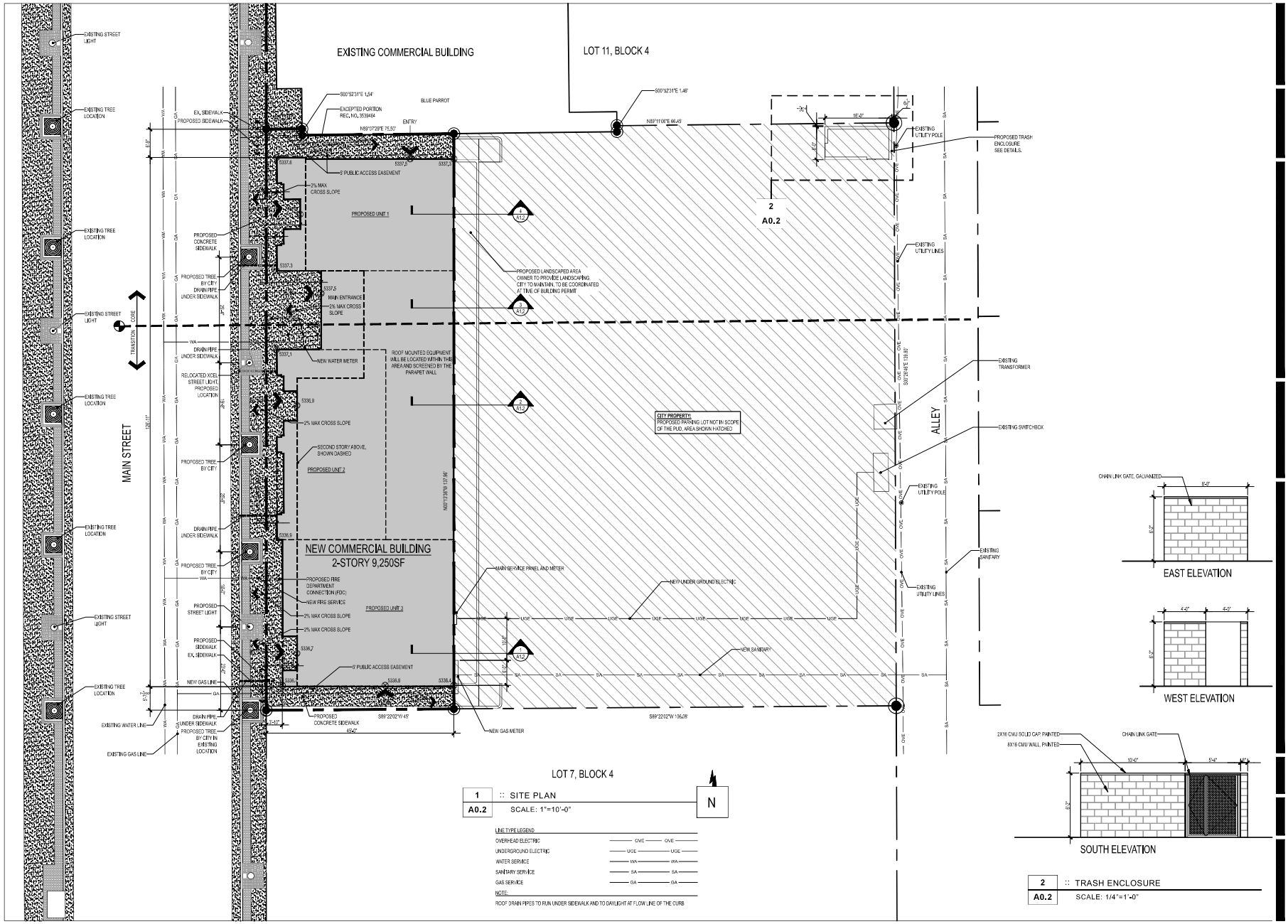
The Sanitas Group
CIVIL ENGINEERING
927 MAIN STREET, SUITE 210
LOUISVILLE, CO 80027
303.581.8235
CSTEVENS@THESANITASGROUP.COM
PROJECT CONTACT:
CURTIS STEVENS, P.E.

PROJECT: VOLTAGE PUD
608 MAIN STREET, LOUISVILLE, CO 80027
LOT 8,9,10, BLOCK 4, TOWN OF LOUISVILLE,
COUNTY OF BOULDER, STATE OF COLORADO
608 STUDIOS LLC
901 FRONT STREET SUITE 340, LOUISVILLE, COLORADO 80027
303.664.1687

DRAWING TITLE: PROJECT ANALYSIS

SET	PUD SUBMITTAL
DATE	05/02/2017

SHEET: A0.1



DAJDESIGN
922A MAIN STREET
LOUISVILLE, CO 80027
P. 303.527.1100
INFO@DAJDESIGN.COM

BOULDER ENGINEERING
PLUMBING, MECHANICAL, AND ELECTRICAL
1717 15TH STREET
BOULDER, CO 80302
303.444.0039
STAFF@BOULDERENGINEERING.COM
PROJECT CONTACT:
ETHAN MILEY

The Sanitas Group
CIVIL ENGINEERING
901 MAIN STREET, SUITE 210
LOUISVILLE, CO 80027
303.661.0239
CSTEVENS@THESANITASGROUP.COM
PROJECT CONTACT:
CURTIS STEVENS, P.E.

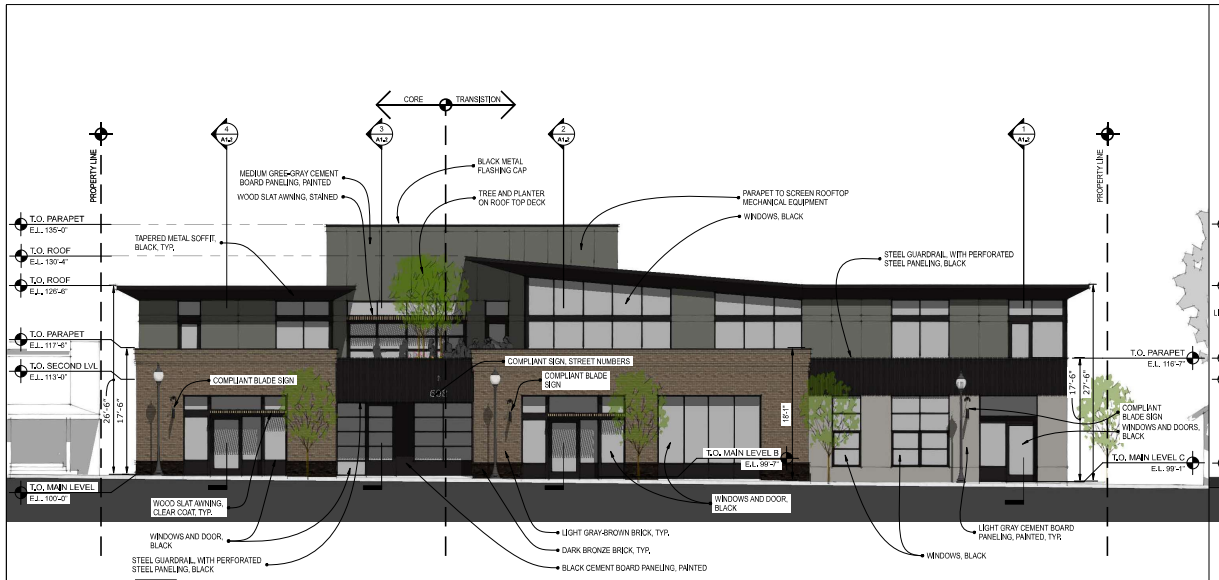
VOLTAGE PUD
608 MAIN STREET, LOUISVILLE, CO 80027
LOT 8,9,10, BLOCK 4, TOWN OF LOUISVILLE,
COUNTY OF BOULDER, STATE OF COLORADO

608 STUDIOS LLC
901 FRONT STREET SUITE 340, LOUISVILLE, COLORADO 80027
303.664.1667

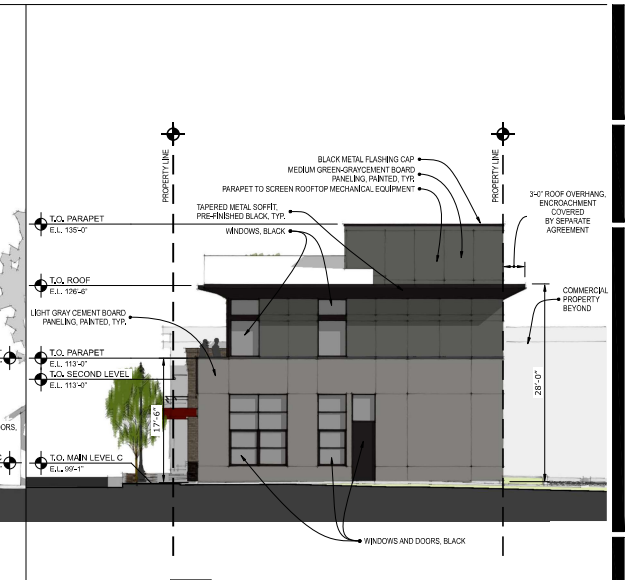
SITE PLAN

PUD SUBMITTAL
05/02/2017

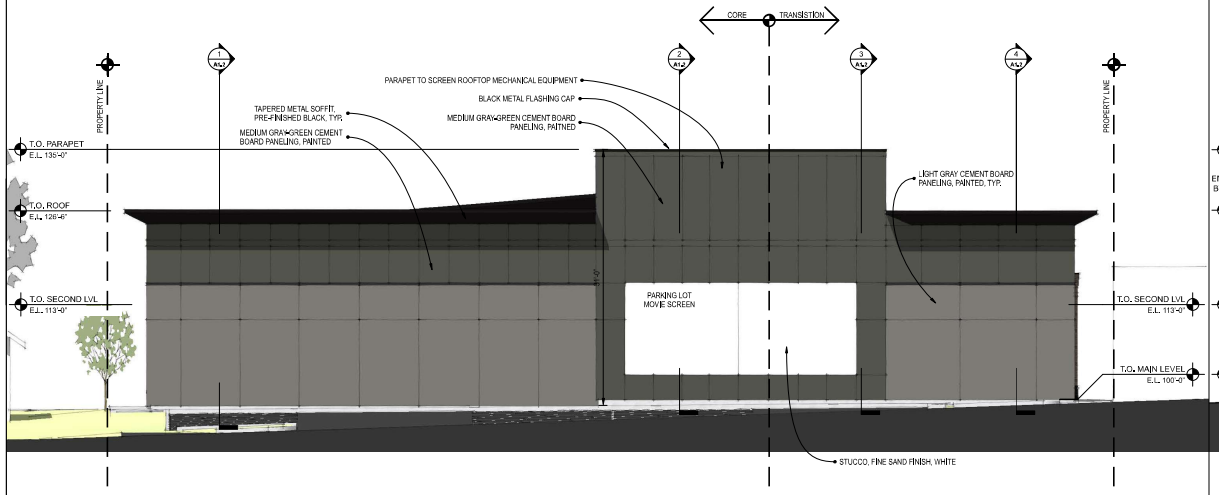
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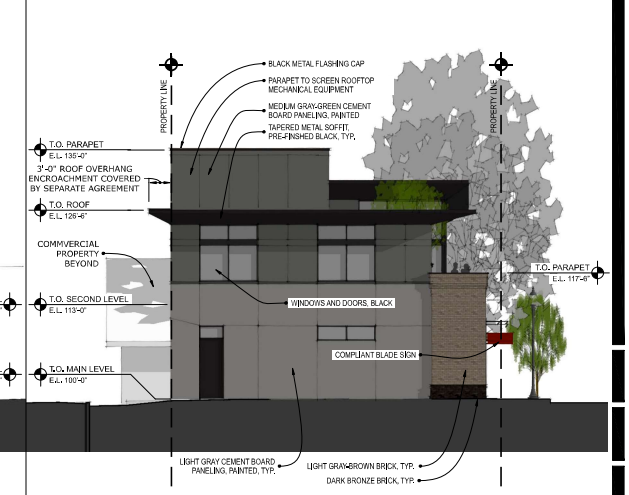
1 :: WEST ELEVATION
A1.1 SCALE: 1/8"=1'-0"
NOTE: DIMENSIONS TO TOP OF GRADE NOT PROPOSED 100'-0"



2 :: SOUTH ELEVATION
A1.1 SCALE: 1/8"=1'-0"
NOTE: DIMENSIONS TO TOP OF GRADE NOT PROPOSED 100'-0"



3 :: EAST ELEVATION
A1.1 SCALE: 1/8"=1'-0"
NOTE: DIMENSIONS TO TOP OF GRADE NOT PROPOSED 100'-0"



4 :: NORTH ELEVATION
A1.1 SCALE: 1/8"=1'-0"
NOTE: DIMENSIONS TO TOP OF GRADE NOT PROPOSED 100'-0"

DAJDESIGN
922A MAIN STREET
LOUISVILLE, CO 80027
P. 303.527.1100
INFO@DAJDESIGN.COM

BOULDER ENGINEERING
PLUMBING, MECHANICAL, AND ELECTRICAL
1747 15TH STREET
BOULDER, CO 80302
303.441.0039
STAFF@BOULDERENGINEERING.COM
PROJECT CONTACT:
ETHAN MILEY

The Sanitas Group
CIVIL ENGINEERING
901 MAIN STREET, SUITE 210
LOUISVILLE, CO 80027
303.981.5230
CSTEVENS@THESANITASGROUP.COM
PROJECT CONTACT:
CURTIS STEVENS, P.E.

SEAL

PROJECT
VOLTAGE PUD
608 MAIN STREET, LOUISVILLE, CO 80027
LOT 8,9,10, BLOCK 4, TOWN OF LOUISVILLE,
COUNTY OF BOULDER, STATE OF COLORADO

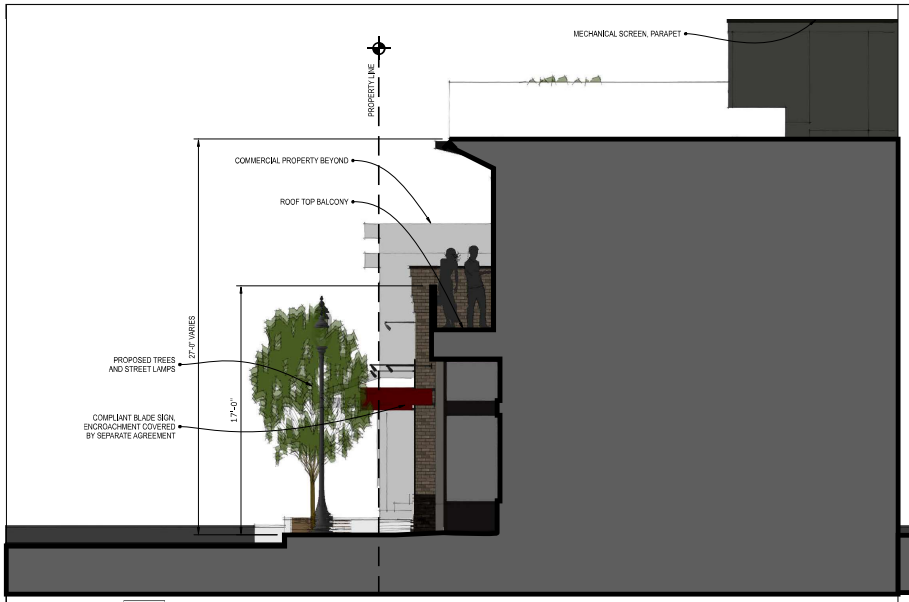
608 STUDIOS LLC
901 FRONT STREET SUITE 340, LOUISVILLE, COLORADO 80027
303.664.1667

DRAWING TITLE
ELEVATIONS

REVISIONS

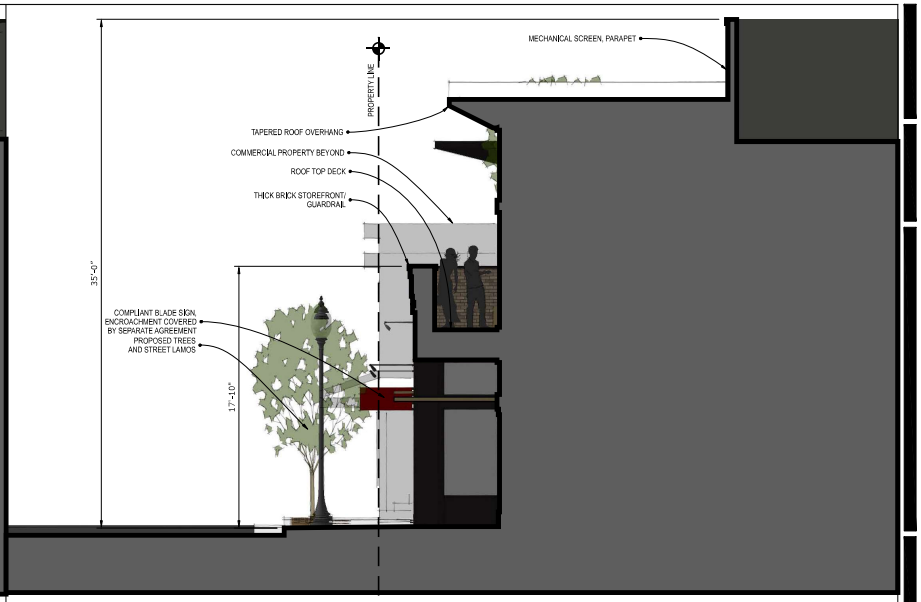
SET PUD SUBMITTAL
DATE 05/02/2017

SHEET A1.1



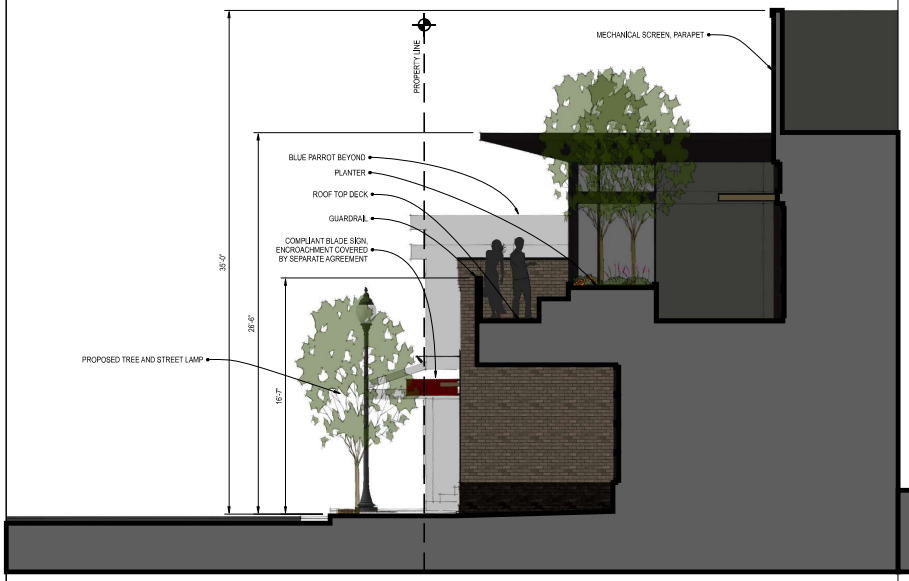
1 :: STREET SECTION AT UNIT 3 ENTRANCE
A1.2 SCALE: 1/4"=1'-0"

NOTE: DIMENSIONS TO TOP OF GRADE AT SECTION LOCATION NOT PROPOSED 100'-0"



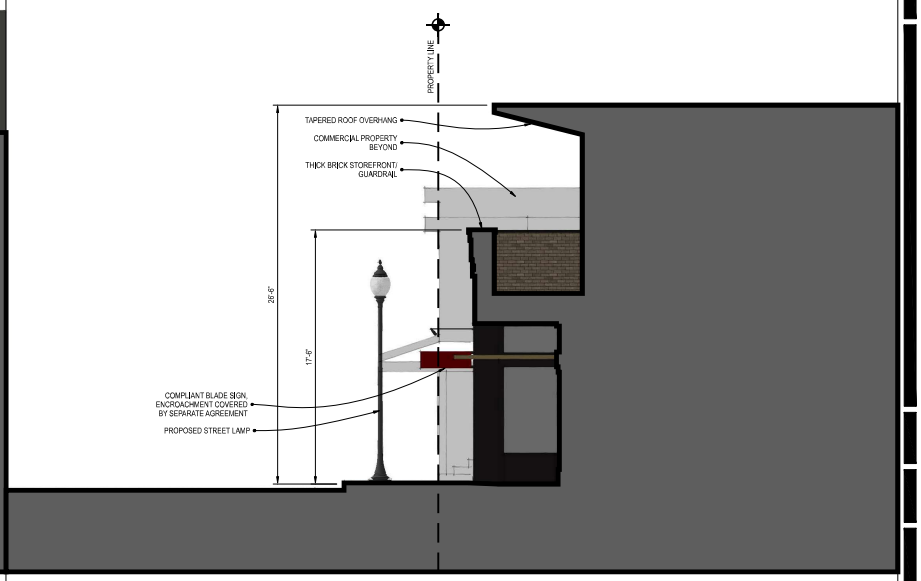
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A1.2 SCALE: 1/4"=1'-0"

NOTE: DIMENSIONS TO TOP OF GRADE AT SECTION LOCATION NOT PROPOSED 100'-0"



3 :: STREET SECTION AT MAIN ENTRANCE
A1.2 SCALE: 1/4"=1'-0"

NOTE: DIMENSIONS TO TOP OF GRADE AT SECTION LOCATION NOT PROPOSED 100'-0"



4 :: STREET SECTION AT UNIT 1 ENTRANCE
A1.2 SCALE: 1/4"=1'-0"

NOTE: DIMENSIONS TO TOP OF GRADE AT SECTION LOCATION NOT PROPOSED 100'-0"

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303.661.9230
CSTEVENS@THESANITASGROUP.COM
PROJECT CONTACT:
CURTIS STEVENS, P.E.

SEAL

PROJECT: VOLTAGE PUD
608 MAIN STREET, LOUISVILLE, CO 80027
LOT 8,9,10 , BLOCK 4, TOWN OF LOUISVILLE,
COUNTY OF BOULDER, STATE OF COLORADO

608 STUDIOS LLC
901 FRONT STREET SUITE 340, LOUISVILLE, COLORADO 80027
303.664.1667

DRAWING TITLE: STREET SECTIONS

REVISIONS

SET: PUD SUBMITTAL
DATE: 05/02/2017

SHEET: A1.2

CONTRACT TO EXCHANGE REAL ESTATE

THIS CONTRACT is made and entered into this 3rd day of January, 2016, by and between the **City of Louisville**, a Colorado home rule municipal corporation, hereinafter referred to as "City", and **608 Studios, LLC**, a Colorado limited liability company, hereinafter referred to as "608 Studios".

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

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

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

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

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

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

PROPERTY AND PURCHASE PRICE

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

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

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

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

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

totaling approximately 4,147 square feet.

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

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

NO ASSIGNMENT

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

TITLE, RESERVATIONS, AND CLOSING

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

a. A good and sufficient general warranty deed in a form acceptable to Buyer, properly executed and acknowledged, conveying the Property free and clear of all liens, tenancies, and encumbrances except those set forth in Paragraphs 6.a. and b. above;

b. All instruments, certificates, affidavits, and other documents necessary to satisfy the requirements listed on Schedule B-1 of the title commitment;

c. An update of the title commitment, at Seller's expense, showing title to the Property to be subject only to the permitted exceptions determined by Paragraphs 5-7, above.

d. A certification that the representations and warranties of Seller pursuant to Paragraph 15 continue to be true and correct as of the date of closing;

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

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

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

REPRESENTATIONS AND WARRANTIES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

INSPECTION

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

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

a. Soil and percolation tests;

b. Inspections of the Property including the land and the interior/exterior of all structures and improvements, and inspection for asbestos, PCB's, underground tanks, or other hazardous substances; and

c. Any other tests and/or studies deemed necessary by Buyer which do not materially damage the Property, including but not limited to an environmental assessment.

d. Buyer shall be responsible for all claims and liability for damages, loss or expenses caused by, or any injury or death to any person or damage to property, including to the Property itself, which is connected with or results from the entry upon the Property by Buyer its employees, contractors or agents, for the inspections permitted herein, unless caused by the sole negligence of Seller.

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

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

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

a. If the representations and warranties of the Seller as set forth and provided for in Paragraph 15 above are not true and correct as of the date of the closing of this transaction; or

b. If Buyer determines, in its sole discretion, that the cost to manage, treat, abate, or remove any hazardous substances found on the Property is uneconomical as a result of any conditions disclosed by inspections conducted hereunder; or

c. If any part of the Property is condemned, or if proceedings for such condemnation are commenced or notice of condemnation is received by Seller from a condemning authority other than Buyer prior to the date of closing on the Property; or

d. If Buyer determines in its sole discretion, and based on any inspections conducted pursuant to Paragraph 17, that there exists a unsatisfactory physical condition of the Property; or

e. In the event any action whatsoever is commenced by the third party to defeat or enjoin the Buyer's performance under this Contract (except that such action cannot be commenced by Buyer); or

f. If either Party as Buyer elects to terminate the Contract pursuant to Paragraph 19, such Buyer shall provide written notice to the other Party as Seller declaring this Contract terminated, whereupon all things of value received hereunder shall be immediately returned to such Buyer, and both Parties shall be released from this Agreement. Each Party as Buyer shall exercise its rights to terminate under Paragraphs 19.b and 19.d, if at all, at least twenty (20) days prior to closing. Either Party as Buyer may exercise its rights to terminate under Paragraphs 19.a, 19.c and 19.e at any time prior to closing.

REAL ESTATE COMMISSION

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

608 STUDIOS' PROPERTY NOT SUBJECT TO LEASE

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

NO DEVELOPMENT

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

TAX CONSEQUENCES

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

AGREEMENT TO SURVIVE CLOSING

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

NOTICE

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

To the City:
City Manager
City of Louisville
749 Main Street
Louisville, CO 80027
e-mail: malcolmf@louisvilleco.gov

To Studio 608:
608 Studios, LLC
625 Fairfield Lane
Louisville, CO 80027
Attention: Eric D. Fowles
e-mail: ericfowles@me.com

MISCELLANEOUS

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

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

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

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

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

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

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

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

NEXT PAGE IS THE SIGNATURE PAGE

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

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

By: _____
Robert P. Muckle, Mayor

ATTEST:

CITY OF LOUISVILLE SEAL COLORADO

_____
Meredyth Muth, City Clerk

Acknowledgment

STATE OF COLORADO)
)ss
COUNTY OF BOULDER)

The foregoing instrument was acknowledged before me this 3rd day of January, 2017, by Robert P. Muckle, Mayor of the City of Louisville.

Witness my hand and official seal.

My commission expires on: 12-4-2019

_____
Notary Public
749 Main St.
Address
Louisville, CO 80027

(SEAL)

CAROL HANSON
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20034041035
MY COMMISSION EXPIRES DECEMBER 4 2019

608 STUDIOS, LLC,
a Colorado limited liability company

By: _____
Eric D. Fowles, Member

Acknowledgment

STATE OF COLORADO)
)ss
COUNTY OF BOULDER)

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

Witness my hand and official seal.

My commission expires on: 9/23/2018

DAWN M. BURGESS
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20094016851
MY COMMISSION EXPIRES SEPTEMBER 23, 2018

_____
Notary Public

749 Main St
Address

(SEAL) Louisville, CO 80027

City Council Public Hearing

March 4, 2025

Voltage Concept Plan

City of Louisville

Voltage Concept Plan

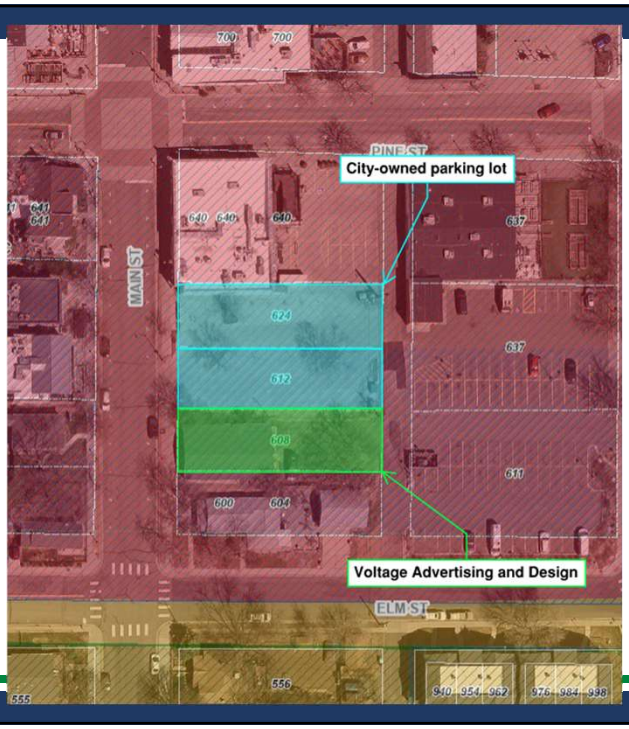
- The Concept Plan Review provides an opportunity for an applicant to solicit comments from the City Council in the early stages of the development process.
  - The City Council is not required to provide specific feedback on a Concept Plan application and a consensus or majority vote will not be taken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



City of Louisville

Voltage Concept Plan

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



City of Louisville

Site History

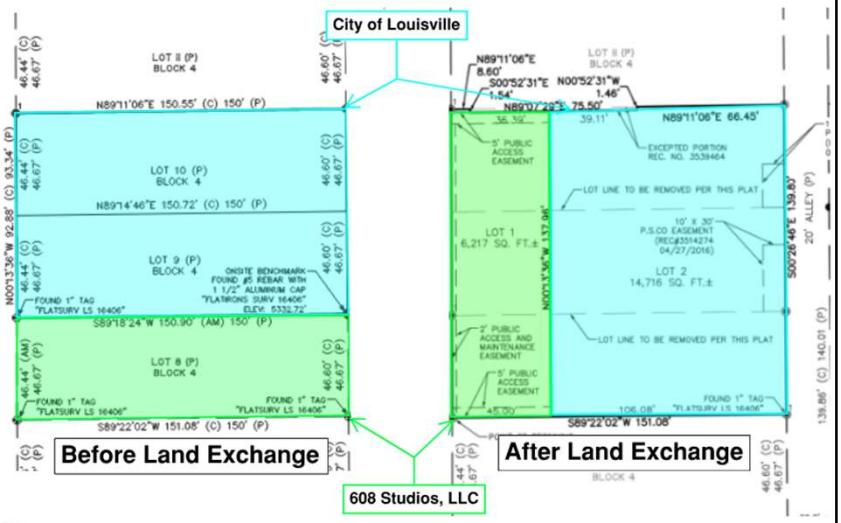
- City-owned parking lots purchased from the Blue Parrott to provide public parking
- Voltage PUD and Plat approved in 2017
- Included a land exchange
- Permits never pulled, PUD approval lapsed in 2020



City of Louisville

Site History

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

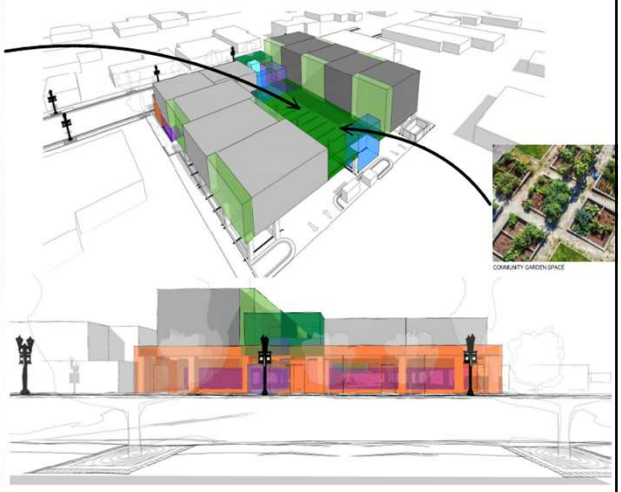


City of Louisville

Voltage Concept Plan

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

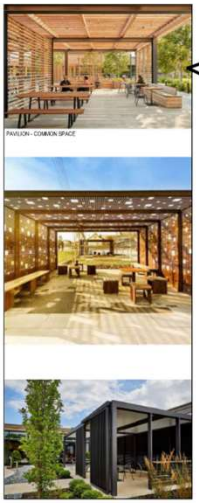


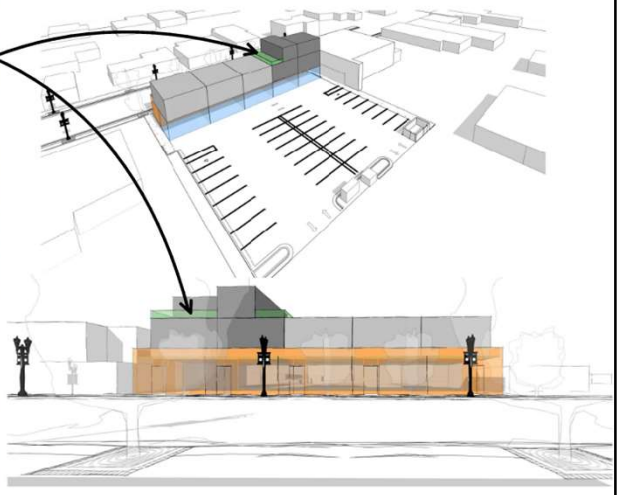


City of Louisville

Voltage Concept Plan

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

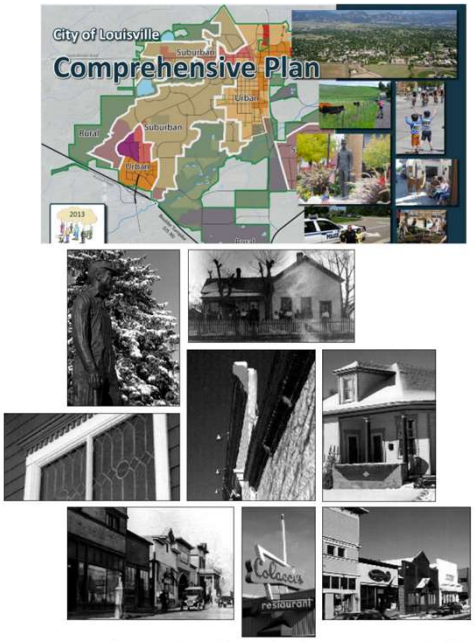




City of Louisville

Applicable Regulations and Policies

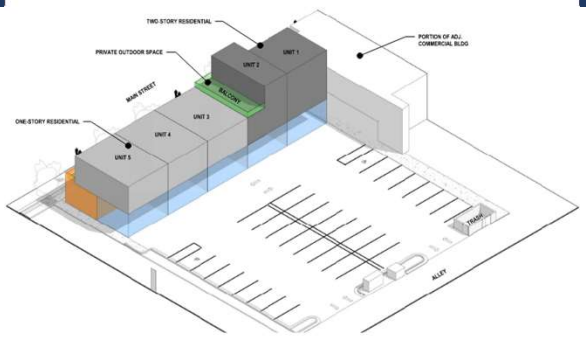
- Design Handbook for Downtown Louisville
- Title 17 of the Louisville Municipal Code
- Title 16 of Louisville Municipal Code
- Adopted, city-wide plans including:
  - Comprehensive Plan
  - Louisville Housing Plan



City of Louisville

Key Issues to Consider

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

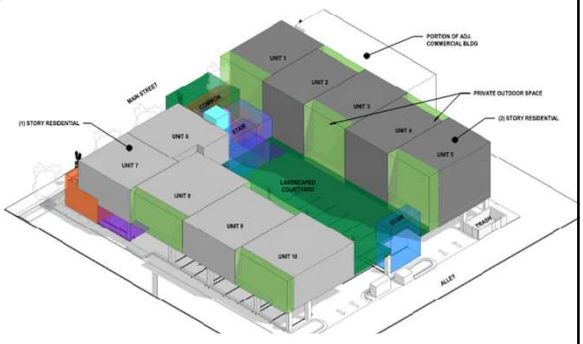




City of Louisville

Key Issues to Consider

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

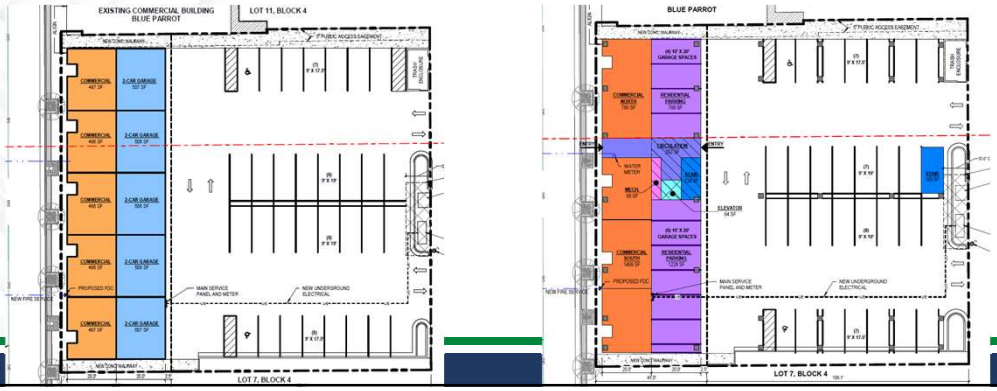




City of Louisville

Key Issues to Consider

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



City of Louisville

Voltage Concept Plan

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

City of Louisville